



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 15, 2021

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
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 #6.5 (Bid Award for Builders Insurance) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 8, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1047298 with the State of Minnesota for the GPZ Apron Lighting Project (State Project #A3101-99) at the Grand Rapids/Itasca County Airport.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/22/2021 2:30 PM

2. Authorize a change in allocation of one (1) vacant Grade 12 (ICEA) Deputy Sheriff/Lieutenant position to a Grade 10 (639A) Road Deputy position and authorize filling the position.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/22/2021 2:30 PM

3. Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2021 through June 30, 2023.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

4. Accept the minutes of the May 13th, 2021 HHS Advisory Committee meeting.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

5. Approve and accept the 2021/2022 Housing Support Agreements effective July 1, 2021.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

6. Authorize the IMCare Director and County Board Chair to sign a contract for Medical Director Services with Dr. Jay Huber, effective 7/1/21.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

7. Authorize the IMCare Director and County Board Chair to sign a contract for Dental Director Services with Dr. Rachel Buchert, effective 7/1/21.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

8. Approve the 2021 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Resolution for State Financial Solution in Enbridge Energy Tax Court Findings

Motion To: Adopt the Resolution Re: Requesting a State Legislative Financial Solution in the Enbridge Energy, L.P. Tax Court Findings.

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

3. Public Hearing Re: Rezone Application Submitted by Miller-Persons

Motion To: Open the Public Hearing Re: Rezone Application submitted by Miller-Persons.

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

Motion To: Close the above public hearing.

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

Motion To: Adopt the Resolution Re: Application Submitted by Miller-Persons to Rezone Properties from Recreational Commercial to Rural Residential Property Located at 19-460-0260 and 19-460-0330 based upon the recommendation and Findings of Fact of the Itasca County Planning Commission and Harris Township Board.

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

4. UMHW 1W1P Process and Resolution

Itasca Soil and Water Conservation District (SWCD) District Manager Andy Arens provided an Upper Mississippi Headwaters (UMHW) One Watershed One Plan (1W1P) Process Update, as well as information regarding the request to adopt the Resolution Re: Approval to Submit, Adopt and Implement the Mississippi River Headwaters Watershed Comprehensive Management Plan.

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

5. Bid Award for Builders Insurance

Motion To: Approve low bid from Hanover Insurance Company for Builders Insurance on the new Correctional Facility/Courts construction project and authorize necessary signatures.

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

VII. COMMITTEE REPORTS

Commissioner Tinquist reported on his attendance of recent Jail Committee and Extension Committee meetings.

Commissioner Trunt reported on his attendance of recent Fair Board and Railroad Authority meetings.

Commissioner Snyder reported on his attendance of recent Extension Committee and Itasca County Township Association (ICTA) meetings, as well as meetings regarding Wellness Court and the Autonomous Vehicle project in the City of Grand Rapids.

Commissioner Ives reported on his attendance of a recent Wildwood Township meeting.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an update regarding the Correctional Facility/Courts construction project and indicated that partial closure of 5th Street NE and fencing around the project area is expected to begin on Friday, June 18, 2021.

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Ives adjourned the meeting at 3:17 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, June 15, 2021

RESOLUTION 2021-38

**RE: REQUESTING A STATE LEGISLATIVE FINANCIAL SOLUTION IN THE ENBRIDGE
ENERGY, L.P. TAX COURT FINDINGS**

BE IT RESOLVED, that the Itasca County Board of Commissioners is requesting a State Legislative Financial Solution to all years of the final Enbridge Apportionable Market Values as ordered by Tax Court, beginning in the 2012 Assessment Year from the State Department of Revenue, with funds to be taken from the State General Fund.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners identify that this error in Assessment was caused by the State of Minnesota Department of Revenue and that this payment due to Enbridge should be the responsibility of the State to rectify this issue, similarly to how the County rectifies our own local abatements.

BE IT FURTHER RESOLVED, that Itasca County does not have adequate reserves to pay this obligation and would need to resort to bonding and/or significantly increased taxes on all property owners in the County, subsequently causing a ripple effect in tax burden on taxpayers and affected entities.

BE IT FINALLY RESOLVED, that the Itasca County Board of Commissioners request that the State of Minnesota Department of Revenue publicly support this legislative solution, utilizing funds from the State General Fund.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
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 15th day of June 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 15th day of June A.D. 2021.

Administrator



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 15, 2021

RESOLUTION 2021-39

RE: APPLICATION SUBMITTED BY MILLER/PERSONS TO REZONE PROPERTIES FROM RECREATIONAL COMMERCIAL TO RURAL RESIDENTIAL FOR PROPERTY LOCATED AT 19-460-0260 AND 19-460-0330

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

WHEREAS, on 4/5/2021, Nancy Miller submitted a rezone application for rezone from Recreational Commercial to Rural Residential. The property was previously utilized as a campground/resort (Troop Town). The existing campsites and airplane hangar on the property will be removed. Applicants propose to use the parcels for residential purposes; and

WHEREAS, the property is surrounded by Rural Residential zoning and is located within the shoreland overlay district of Pokegama Lake, a General Development Class; and

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

WHEREAS, the purpose of the Rural Residential Zoning District is intended to provide a residential district that is predominantly shoreland and rural in character and allows activities that do not degrade the rural residential character. This zoning district shall be used to promote a high-quality residential living environment; and

WHEREAS, on June 9, 2021, the Planning Commission voted unanimously to approve the Rezone Application pursuant to Section 18.2.4 of the Itasca County Zoning Ordinance, and forwarded their recommendation for approval in the Findings of Fact dated June 9, 2021 for approval to the County Board in writing and within 30 days of the close of their hearing; and

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

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

A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—the proposed zoning change will be consistent with the zoning of adjacent properties/properties in the area which are all zoned Rural Residential;

B. The proposed zoning is not spot zoning as the parcels are adjacent to Rural Residential zoning (and the existing zoning would be spot zoning under today's standards);

C. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—there have been substantial changes in the area; the zoning change is requested so a campground will not be allowed; the proposed zoning change will be consistent with the zoning of adjacent properties; and

D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner as the proposed zoning change will be consistent with the Rural Residential zoning of adjacent properties; Recreational Commercial zoning is no longer compatible with the existing neighborhood.

WHEREAS, the County Board conducted their public hearing on Tuesday, June 15, 2021, at 2:30 in the Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN. Notice of the public hearing occurred in the Grand Rapids Herald Review on May 30, 2021; and

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

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

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

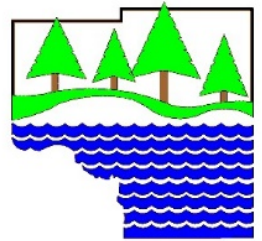
STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 15th day of June 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 15th day of June A.D. 2021.



Administrator



June 15, 2021

Chair:

PULL: None

ADDITIONS:

1. Item #6.5 – Bid Award for Builders Insurance

CHANGES: None

INFORMATIONAL:

1. Item #6.4 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 8, 2021

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.7 (Property Tax Abatement Request from Project Frontier) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 1, 2021 County Board Special Session and the Tuesday, June 1, 2021 County Board Work Session.

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

1. Approve and accept the State of Minnesota, Department of Human Services Multi-County Grant Contract between Itasca County Health & Human Services and the State of Minnesota for the Fraud Prevention Program.

2. Authorize entering into Mn/DOT Agreement No. 1045700 for Bridge Funding and adopt the Resolution Re: Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions for SP 031-598-021.
3. Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Keewatin, which approves sale of Lot 12, Block 14 Plat of KEEWATIN under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (d) for a price of \$100.00 plus all associated costs.
4. Award the 2021 TSI Contract to Dale Steinert in the amount of \$6,300.00 to be paid from Forest Resources Fund 12 and authorize necessary signatures.
5. Authorize application for a 2021 Firewise grant of \$16,828.61, and if granted authorize necessary signatures.
6. Adopt the Resolution Re: Sale of Tax-forfeited Land to the City of Calumet for a Public Purpose, which approves sale of Lots Nineteen (19) and Twenty (20), Block Seven (7) of the Original Townsite of the Village of Calumet under the terms provided in Minnesota Statute 282.01, Subd. 1a para. (b) for a price of \$500.00 plus all associated costs.
7. Approve amendment change to MnDOT Contract 1045769A01 - Phase I Archaeological Survey for Balsam Creek Bridge Replacement and authorize necessary signatures.
8. Accept the 2021 Minnesota Annual County Boat and Water Safety Grant Agreement between the State of Minnesota and Itasca County and authorize Board Chair Burl Ives and County Administrator Brett Skyles to sign the agreement and conflict of interest disclosure form.

VI. REGULAR AGENDA

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

Farewell to Cindy Palkki, whose last day as a Child Support Officer, Health and Human Services Department was June 4, 2021 after 21 + years of service.

Farewell to Grant Gerlach whose last day as a Mechanic/Welder was April 15, 2021 after 14+ years of service.

Congratulations to Lindsey Staydohar who was promoted from Office Support Specialist, Family Services Division to Medical Support Specialist, IMCare Division, Health & Human Services Department effective May 31, 2021.

Congratulations to Shane Troumbly who was promoted from Data/Project Coordinator, IMCare Division to Public Health Educator, Public Health Division, Health & Human Services Department effective May 30, 2021.

Farewell to Lena Schaefer whose last day as a Assessor/Appraiser II, Assessors Department will be June 11, 2021 after 5 years of service.

Welcome Carolyn Randall, Clerk Treasurer, Auditor/Treasurer Department, effective June, 7, 2021.

Congratulations to Andrew Furman who accepted a job transfer from Mechanic/Welder Subforeman to Purchasing/Equipment Maintenance Technician, Road & Bridge Division, Transportation Department effective June 1, 2021.

Farewell to Anne Kruger whose last day as a Probation Agent, Probation Department will be June, 18, 2021 after 2+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of June 11, 2021 in the amount of \$2,185,266.22.

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

4. COVID-19 Update

Public Health Division Manager 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
----------------	--

5. Agreement with the City of Deer River for 2021 SRTS Project

Motion To: Authorize the required signatures on the Sponsor Agreement with the City of Deer River for the construction and construction engineering for a 2021 Trail project.

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

6. 4-H Impact Report

University of Minnesota Extension Regional Director Susanne Hinrichs; Regional Extension Educator Jan Derdowski; and Extension Educators Allison Hansen, Courtney Johnson, and Rebecca Rasmussen provided a 4-H Impact Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

8. New Jail/Facilities Update

County Administrator Brett Skyles provided a New Jail/Facilities Update, including information regarding demolition and partial closure of 5th Street scheduled to begin the week of June 21, 2021.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
----------------	--

VII. COMMISSIONER COMMENTS

Commissioner Tinquist provided comment and concern regarding another tragic accident in Itasca County.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 3:16 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1610

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Matt Wegwerth

AGENDA ITEM:

Grant Agreement

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorization to Execute Minnesota Department of Transportation Grant Agreement for Airport Improvement Excluding Land Acquisition, which approves Agreement #1047298 with the State of Minnesota for the GPZ Apron Lighting Project (State Project #A3101-99) at the Grand Rapids/Itasca County Airport.

BACKGROUND:

The grant is a 70/30 cost split to replace the existing lighting on the Apron with new LED light fixtures. The total project cost is \$21,322 with the local share \$6,397, which is split 50/50. The total obligation for Itasca County is \$3,198.50.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. A3101-99 GPZ State Contract

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

RESOLUTION

**RE: AUTHORIZATION TO EXECUTE MINNESOTA DEPARTMENT OF TRANSPORTATION
GRANT AGREEMENT FOR AIRPORT IMPROVEMENT EXCLUDING LAND ACQUISITION**

BE IT RESOLVED by the County of Itasca as follows:

1. That the State of Minnesota Agreement No. 1047298, "Grant Agreement for Airport Improvement Excluding Land Acquisition," for State Project No. A3101-99 at the Grand Rapids/Itasca County Airport - Gordon Newstrom Field Airport is accepted.
2. That the County Board Chair and Clerk of the County Board are authorized to execute this Agreement and any amendments on behalf of the County of Itasca.

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

- 1 This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the City of Grand Rapids and County of Itasca, 420 Pokegama Ave N Grand Rapids, MN, 56479 ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to [Minn.Stat.§16B.98](#), Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

- 2 **Term of Agreement, Survival of Terms, and Incorporation of Exhibits**
 - 2.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under [Minn.Stat.§16B.98](#), Subd. 5. As required by [Minn.Stat.§16B.98](#) Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
 - 2.2 **Expiration Date.** This agreement will expire on June 30, 2025, or when all obligations have been satisfactorily fulfilled, whichever occurs first.
 - 2.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
 - 2.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project A3101-99, which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
 - 2.5 **Exhibits.** Exhibit A (Credit Application Form) is attached and incorporated into this agreement.
- 3 **Grantee's Duties**
 - 3.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
 - 3.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
 - 3.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
 - 3.4 Grantee will comply with all required grants management policies and procedures set forth through [Minn.Stat.§16B.97](#), Subd. 4 (a) (1).
 - 3.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.
 - 3.6 **Airport Operations, Maintenance, and Conveyance.** Pursuant to Minnesota Statutes Section 360.305,

subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

4 Time

4.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

5 Cost and Payment

5.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Apron Lighting	0%	70%	30%
Federal Committed:	\$ 0.00		
Federal Multiyear:	\$ 0.00		
State:	\$ 14,925.40		
Grantee:	\$ 6,396.60		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

5.2 Blank.

5.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

5.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$14,925.40.

5.5 Payment

5.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule: Reimbursement request schedule: continuous as needed.

5.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

5.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.

5.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.

5.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will

make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.

5.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.

5.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.

5.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.

5.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.

4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.

5.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

6 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

7 Authorized Representatives

7.1 The State's Authorized Representative is:

Matthew Lebens, North Region Airport Engineer, 395 John Ireland Blvd, St Paul MN, 55155, Phone 612-422-4171, matthew.lebens@state.mn.us, or his successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

7.2 Blank.

7.3 Grantee's Authorized Representative is: Tom Pagel; City Administrator, 420 Pokegama Ave N Grand Rapids, MN, 56479, 218-326-7600, tpagel@ci.grand-rapids.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

8 Assignment Amendments, Waiver, and Grant Agreement Complete

8.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

8.2 **Amendments.** Any amendments 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.

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

8.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either

party.

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

9 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

10 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

11 Government Data Practices and Intellectual Property Rights

11.1 Government Data Practices. Grantee and State must comply with the Minnesota Government Data Practices Act, [Minn. Stat. Ch. 13](#), as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of [Minn. Stat. §13.08](#) apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

11.2 Intellectual Property Rights.

11.2.1 Intellectual Property Rights. State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

11.2.2 Obligations

11.2.2.1 Notification. Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

11.2.2.2 Representation. Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding

Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

12 Workers Compensation

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

13 Publicity and Endorsement

13.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

13.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

14 Governing Law, Jurisdiction, and Venue

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

15 Termination; Suspension

15.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

15.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

15.3.1 It does not obtain funding from the Minnesota Legislature; or

15.3.2 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee 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 the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

16 Data Disclosure

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

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

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

- 19 Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

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

21 Additional Provisions

[Intentionally left blank.]

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

Mn/DOT Agreement No. _____

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the _____ of the Municipality of _____, in the County of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application, knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me
this _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:_____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1618

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Lynn Hart, Vic Williams

AGENDA ITEM:

Change in Allocation

BOARD ACTION REQUESTED:

Authorize a change in allocation of one (1) vacant Grade 12 (ICEA) Deputy Sheriff/Lieutenant position to a Grade 10 (639A) Road Deputy position and authorize filling the position.

BACKGROUND:

Changing the allocation of this vacant position to a Road Deputy position will allow for more flexibility within the Sheriff Dept. to respond to the investigative needs of the department and prepare for internal changes and future hiring decisions. This will also allow for future potential movement within our sergeant ranks and allow for us to continue maximum coverage in our child protection unit.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1605

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Core Professional Services PA Purchase of Service Agreement

BOARD ACTION REQUESTED:

Approve the Purchase of Service Agreement between ICHHS and Core Professional Services PA for court ordered juvenile sex offender treatment services for the period of July 1, 2021 through June 30, 2023.

BACKGROUND:

This amount is for additional funding needed for costs exceeding State Grant Dollars of \$92,600.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Core Professional Services PA 2021-2023

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

ITASCA COUNTY HEALTH AND HUMAN SERVICES
1209 SE 2nd Avenue
Grand Rapids, Minnesota 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **CORE PROFESSIONAL SERVICES, P.A., 617 OAK STREET, BRAINERD, MN 56401**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **07/01/2021 THROUGH 06/30/2023**.

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide **COURT ORDERED JUVENILE SEX OFFENDER TREATMENT SERVICES** to persons; and

WHEREAS, the Agency, pursuant to Minnesota Statutes, Sections 373.01 and 373.02, wishes to purchase such program services from the Contractor; and

WHEREAS, the Contractor represents that it 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. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:
 - a. **Description of services.**
 - b. **Exposition of staffing**, including job description and professional qualifications of personnel.
 - c. **Organizational chart** with names and positions.
 - d. **Line item budget.**
 - e. **Proof of professional/commercial liability insurance**, (photocopies should include expiration date and amount of coverage).
 - f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
 - g. **Operating license** (photocopy, when applicable).
2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.
3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it 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 Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.
2. Purchased services will be provided at **Itasca County Probation, 115 NE 5th Street, Grand Rapids, MN 55744**.

C. Safeguard of Client 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 Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), 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. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).
 - 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, the Rules of the Commissioner of Administration promulgated there under, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). 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.
 - b. (When applicable) In accordance with MN Rules 1205.0200 Subpart 14d. it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.
2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. 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) the Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363A.36. This section only applies if the grant is for more than \$100,000, and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance 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.

F. 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/or 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 thirty (30) days notice, in writing, delivered by mail or in person.
3. Before the termination date specified in Page 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.
6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.
2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.
3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

The subcontractor 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. The subcontractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or may sue the provider for any appropriate relief in law or equity, including but not limited to rescission, damages, or specific performance, of all or any part of the Agreement. Minnesota Department of Human Services is entitled to and may recover from the provider reasonable attorney's fees, costs, and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision must not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor must it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver or immunity.

4. The Contractor agrees to be responsible for the performance of any subcontractor to ensure compliance to the subcontract and Minnesota Rules, part 9525.1870, subpart 3.

H. 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.

I. Contractor Debarment, Suspension and Responsibility Certification:

Federal Regulations 45 CFR 92.35 prohibits the State/Agency from purchasing goods or services with federal money from vendors who have been suspended or debarred by the federal government. Similarly, Minnesota Statutes, Section 16C.03, subd. 2 provides the Commissioner of Administration with the authority to debar and suspend vendors who seek to contract with the State/Agency. Vendors may be suspended or debarred when it is determined, through a duly authorized hearing process, that they have abused the public trust in a serious manner.

By Signing This Agreement, The Contractor Certifies That It And Its Principals* And Employees:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and
- b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.
- e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

* "Principals" for the purposes of this certification means officers; directors; owners; partners; and persons having primary management or supervisory responsibilities within a business entity (e.g. general manager; plant manager; head of a subsidiary, division, or business segment and similar positions).

Directions for On Line Access to Excluded Providers

To ensure compliance with this regulation, identification of excluded entities and individuals can be found on the Office of Inspector General (OIG) website at <https://oig.hhs.gov>.

If you do not have access to the website, and/or need the information in an alternative format, contact: Crissy Krebs, Business Division Manager, Itasca County Health and Human Services at (218) 327-6152.

J. 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. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other

third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.
4. (When applicable) The placement agreements between vendors and counties, other than Itasca, to provide services to out-of county clients under this Agreement must contain a provision stating that the county signing the placement agreement will either (1) pay the costs of other social services rendered by Itasca County or other providers that are under contract with Itasca County; and (2) will be responsible for billing Medical Assistance, Medicare, private insurance, or third-party payer.

At the time the social service is rendered, the vendor will instruct the provider to bill the county of financial responsibility directly. Any county placing a child in Itasca County will be financially responsible for any and all placement costs for that child, including but not limited to placements in secure and/or shelter facilities whether by police hold or any other means.

Itasca County will not be financially responsible for any placement costs for out of county children unless prior authorization is obtained from Itasca County Health and Human Services.

5. (When applicable) The Contractor agrees to bill all pay sources including third party insurances and obtain a denial prior to submitting a claim to Itasca County Health and Human Services. In the event the service is not covered by the third party payer, a denial must be submitted with the claim to Itasca County Health and Human Services. Payment will not be made without such denial. A denial reason for anything other than "non-covered service" does not constitute county coverage; for example: not billing within the allowed time frame for a particular carrier, wrong procedure code, diagnosis code, etc.
6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

1. The Agency agrees to purchase and the Contractor agrees to furnish the following:

Court Ordered Juvenile Sex Offender Treatment Services for the period 07/01/21 – 06/30/23.

This amount is for additional funding needed for costs exceeding State Grant Dollars of \$92,600.00

TOTAL: Not to Exceed \$78,500.00 County Dollars annually.

Clients will be assessed a fee which will be collected by Itasca County Probation Department. The fees collected will be used to offset the \$78,500.00 County Dollars spent.

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.
 - a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.
 - b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.
 - c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client

of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.

- d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.
- e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:
 - 1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

- 1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.
- 2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.
- 3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

- 1. The Contractor agrees to maintain records and documents which sufficiently and properly reflect all direct and indirect services provided to clients covered by this Agreement. Documentation includes, but is not limited to, statements relating to Client Identifying Information, all available intake data, treatment plan, progress data, discharge plan, evidence of eligibility and redetermination of eligibility status, court orders when appropriate, and a proper release of information allowing the Contract Manager at the Agency, or other Agency designee, access to the above mention data.

E. Audit and Record Disclosures:

- 1. The Contractor Shall:
 - a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.
 - (1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct site visits, as deemed necessary, to determine compliance with this Agreement and to evaluate the quality of services provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.
 - (2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.

- b. Provide the Agency with information about fees collected and the fee source.
 - c. Maintain all records pertaining to the Agreement at **CORE PROFESSIONAL SERVICES, P.A., 617 OAK STREET, BRAINERD, MN 56401** for four (4) years for audit purposes.
 - d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.
 - e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.
2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.
- F. 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.
 - 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.
 - c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
 - 3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a professional/commercial liability insurance policy in the amount of **\$1,500,000.00** for total injuries or damages arising from any one incident and **\$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **\$500,000.00** each Accident, Bodily Injury by Disease: **\$500,000.00** each employee, Bodily Injury by Disease: **\$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **\$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."
 - 4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the \$750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

5. The Contractor certifies that the organization is in compliance with the workers compensation insurance requirements of Minnesota Statutes, section 176.181, subdivision 2 as reflected in the attached proof of insurance.

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.
2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

1. It is agreed that nothing herein contained is intended or should be construed in any manner as creating or establishing the relationship of co-partners between the parties hereto or as constituting the Contractor as the agent, representative or employee of the Agency for any purpose or in any manner whatsoever. The Contractor is to be, and shall remain, an independent contractor with respect to all services performed under this Agreement. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing services under this Agreement; that all personnel of the Contractor or other persons, while engaged in the performance of any work or services required by the Contractor under this Agreement, shall have no contractual agreement with the Agency and shall not be considered employees of the Agency and any and all claims that may or might arise under the Unemployment Compensation Act or the Workers Compensation Act of the State of Minnesota on behalf of said personnel arising out of employment or alleged employment, including without limitation, claims of discrimination against the Contractor, its officers, agents, contractors or employees, shall in no way be the responsibility of the Agency; and that the Contractor shall defend, indemnify and hold the Agency, its officers, agents and employees, harmless from any and all such claims irrespective of any determination of any pertinent tribunal, agency, board, commission or court. Such personnel or other person shall neither require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the County, including without limitation, tenure rights, medical and hospital care, sick and vacation leave, workers compensation, employment insurance, disability, severance pay and PERA.

BY _____
(Director, Itasca County Health and Human Services)

BY _____
(Director, Contracting Agency)

DATED _____

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1606

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 May 13th, 2021 HHS Advisory Committee meeting.

BACKGROUND:

Informational

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. ICHHSAC Minutes 05-13-2021

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, May 13, 2021
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Renee Bymark	Sarah Anderson
	Dan Seward	Angela Baratto
	Daniel Miesle	Lester Kachinske

Members Absent:	Anne Kruger	Melissa Weidendorf
	Crystal Terveer - E	Brandi Worrath
	Craig Menozzi - E	Ben Denucci - E
	Lloyd Adams - E	Chris Jenkins
	Dave Holmbeck- E	Cheryl Lemler - E
	Dorothy Abrahamson -E	

Others Present:	Eric Villeneuve	Kelly Chandler
	Brenda Oberg	

Call to Order:

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

Approval of March 11, 2021 Minutes:

A motion was made by Dan Miesle and seconded by Sarah Anderson to approve the March 11, 2021 minutes. Motion carried.

Additions/Corrections to Agenda:

There were no additions or corrections to the Agenda.

Eric Villeneuve, Director:

Public Health Update: Kelly Chandler, Public Health Division Manager, updated the group on Coronavirus/COVID-19. Itasca County has had higher positive rates than our surrounding counties. The 14-day case rate per 10,000 residents is at 73.8 this week. St. Louis County is 20 and Aitkin County is in the teens. School District positives are impacting both the teachers and the kids with quarantines and spacing concerns. There are 4 variants identified in Itasca County, P1 Brazilian variant, UK variant, California variant and the New York variant. The P1 and UK are more concerning as these have shown to have significant spread. There are 3 vaccines options available in Itasca County, those being Pfizer, Moderna, and Johnson & Johnson. The 65+ population is at 81% that have received their first dose vaccination, and the 16+ population is at 52%. There continues to be a lot of vaccine hesitancy. Public Health is by holding most of the vaccination clinics offsite at locations such as Keewatin Community Center, Marble Apartments, Spring Lake Store, Keisler Wellness Center, Bethany Lutheran Church,

Page Two
HHS Advisory Committee Minutes
May 13, 2021

eventually they will be holding them at the HRA housing, Library, and the Presbyterian Church, and certain worksites. We have yet to set the dates. Watch the Public Health website for dates and times of the current clinics. We are at 55 Covid deaths in Itasca County. Pfizer has opened up their vaccines to ages 12 +, Grand Itasca will start administering these on Monday, May 17th. Some of the school districts will be offering a clinic for this Pfizer vaccination. Deer River school district has transitioned to a modified hybrid option, all other school districts plan to stay in person through the end of the year. Statewide less than 1% of vaccinated people have contracted Covid.

IMCare Update:

IMCare is in the middle of some staffing changes, the Medical Director is resigning at the end of the summer, currently searching for a Medical Director. The claims supervisor who has been with us 35+ years is retiring at the end of the year. Currently, working to prepare for our Minnesota Department of Health (MDH) audit, this takes place every 3 years and it is an onsite audit for 1-2 weeks and reviews policies and procedures, and case files. Continuing to work on our RFP, the senior population comes out this fall and the Medicaid RFP comes out in early 2022 and we are working on a plan to respond those RFP's. We are working with Public Health on Covid vaccine outreach to coordinate our messages. Matt Anderson, Medicaid Director at Dept of Human Services (DHS) has resigned and will be leaving in May. He was an excellent collaborative partnership and we are hopeful DHS will continue this partnership with his replacement. IMCare's enrollment has shown an 18% increase in membership due to Covid, we currently have around 9500 members.

Legislative Update:

Eric updated that it appears the legislation will not have a budget in place by May 17th and will be holding a special session. The update from the Association of Minnesota Counties stated they worked through the week and weekend and found progress on main policy and spending issues stymied because of lack of agreement on universal spending targets. An inability to reach agreement on universal spending/budgets targets past their self-imposed Friday deadline has increased the odds of needing to have a special session. Aside from the split party-controlled legislature, legislators are struggling with how to budget using one-time federal American Rescue Plan (ARP) dollars and receiving no help from the Department of Treasury who have yet to release guidance.

We received notice on Monday, that the treasury opened portals for counties to receive fiscal recovery funds, which is part of the American Rescue Plan Act. The bill includes \$65.1 billion to counties, and of that amount Minnesota is getting approximately \$2.8

Page Three
HHS Advisory Committee Minutes
May 13, 2021

billion. The funding objectives state the funds are to support Covid 19 response to decrease the spread of the virus, replace lost revenue, and to address public health and economic challenges that have contributed to the inequal impact of the pandemic. These funds are available to spend by 2024. Itasca County is slated to receive around \$8.7 million dollars, the County Board will make the decision on where to allocate those funds.

Governor Walz announced turning back the Covid-19 dial. The announcement highlighted as of May 7th, as the date where we will see eased limits on outdoor gatherings, increased indoor social gatherings, and expanded occupancy in indoor spaces. On May 28th, they will end remaining outdoor limits and indoor actively curbs. On July 1 or sooner if 70% of Minnesota residents are vaccinated, the mask mandate will end. We will have conversations at the county level when we hit those dates, as of this time we are not doing anything differently as far as wearing masks, distancing etc.

HHSAC Subcommittee Reports:

AMHAC: Dan updated that he recently met with Cre Larson, First Call for Help, to review the feedback from the electronic report cards. There was positive feedback with their experiences with First Call, one negative feedback, and it was brought to their attention that a follow-up call is needed after an initial crisis call. Cre has a grant and she's offering \$100 for every peer to do an informercial on services that First Call offers. If you know of anyone that would be interested, please let Dan know. We will be setting up a booth at Keisler Wellness Center to get input from peers on any gaps in services. If anyone has any recommendations for the county commissioners, please contact Dan via email at dk1seward@yahoo.com. The council is back to meeting the 1st Tuesday of every month at the Keisler Wellness Center at Noon.

ICCOA: Renee provided an update that the committee has not met since March of 2020 and they normally do not meet during the summer months. The committee will watch the numbers in the fall and make a decision about meeting again at that time.

Provider Updates:

Northland Counseling – Northland has transitioned to a CCBHC (Certified Community Behavioral Health Center), through a SAMHSA (Substance Abuse and Mental Health Services) grant and have one more year under this grant at which time they plan to become a state certified CCBHC. Northland is working with First Call for Help on a grant funded Crisis Intercept Program. This program will help determine ways to reach out to people following a crisis and they are helping First Call with that as well as

Page Four
HHS Advisory Committee Minutes
May 13, 2021

implementing their own internal processes to do these follow-ups as well. Keisler Center is open, and clients are able to walk in and reconnect with their peer groups for mental health services. Northland is inundated with Diagnostic Assessments and have lost clinicians to private practices therefore we do have a wait list for these assessments. They will be adding a psychiatric medical provider to their staff list as well.

Elder Circle – Renee stated they are hopeful by June 1st the Adult Day can be opened but will still require PPE. They are seeing an increase in the request for home care, but having a hard time finding enough staff to fill those needs. The Active Living Center is now open, there is limited seating and you are asked to wear a mask and will reevaluate after July 1st. ElderCircle received a 3-year grant from the Northland Foundation and have hired a resource navigator that will be working on a universal referral process for aging services. They have purchased a license for a nationally recognized platform and will be working on this. ElderCircle is looking to open to the public July 5th, will still be encouraging appointments, but this is tentative and will continue to monitor the COVID numbers so stay tuned for an official announcement.

First Call for Help – No update provided.

Other:

Eric shared that Health & Human Services have several retirements by the end of this year, Celeste Tarbuck IMCare Claims Supervisor – 33 year employee, Anne Erickson Child Support Supervisor – 33 year employee, and Terri Friesen Financial Assistance Supervisor – 36 year employee and wanted to thank them and wish them the best!

The next meeting is September 9, 2021 and we hope to be in person, but we will continue to offer a TEAMS virtual link as an option.

Dan Mielse serves the Advisory Committee for the Health Professionals Service Programs and it was discussed recently that their clients are demonstrating more phone rage due to offices being closed. Discussion was held regarding policies that our committee members have in place for this and documenting and reporting it. If anyone has suggestions or policy in regard to this that they'd like to share with Dan, please pass along to Brenda and she will forward to Dan.

Adjournment:

There being no further business to come before the Advisory Committee, Lester Kachinske adjourned the meeting at 1:00pm.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1620

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

2021/2022 Housing Support Agreements

BOARD ACTION REQUESTED:

Approve and accept the 2021/2022 Housing Support Agreements effective July 1, 2021.

BACKGROUND:

Paid with state waiver dollars, no county dollars are expended. Agreement rates are set by the state, and have had a slight increase for the year 2021/2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. HOUSING SUPPORT CORP LIST FOR BOARD 2021-2022
2. HOUSING SUPPORT INDIVIDUAL LIST FOR BOARD 2021-2022
3. Housing Support with supplemental services list for Board 2021-2022

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

**CORPORATE HOUSING SUPPORT AGREEMENTS EFFECTIVE 7/1/21 THRU
6/30/22 MONTHLY \$954.00 DAILY \$31.36
(FORMERLY GRH AGREEMENTS)**

AMERICARE LODGE

AUTUMN LANE INC.

BIGFORK VALLEY HOMECARE

BROOKSTONE MANOR

BROOKSTONE MANOR EAST

BROOKSTONE MANOR WEST

CEDAR VALLEY HOMES, INC. AKA MCKINNEY LAKE HOUSE

DIAMOND WILLOW ASSISTED LIVING EAGLE PINES (GR #1)

DIAMOND WILLOW ASSISTED LIVING MISSISSIPPI STE (GR #2)

DUNGARVIN

EDGEWOOD CARE INC.

FACES NORTH

GARDEN COURT CHATEAU

HILLCREST-NASHWAUK

HOME AND COMFORT, INC

HOPE HOUSE 1 COMMUNITY SETTING

HOPE HOUSE 2 COMMUNITY SETTING

LUTHERAN SOCIAL SERVICE GARLAND

LUTHERAN SOCIAL SERVICE DREAMCATCHER

LUTHERAN SOCIAL SERVICE 5TH AVE SLS

LUTHERAN SOCIAL SERVICE RIVERKNOT

MAJESTIC PINES GRAND LLC

MAPLE WOODS INC

MCOCS GRAND RAPIDS

NHS ALPINE

NHS MIDWAY II

NHS VIKING

NHS WHITE PINE

NORTHLAND 1307 S POKEGAMA – POKEGAMA PLACE

NORTHLAND 402 SE 13TH ST MAPLEWOOD

NORTHLAND SISEEBAKWET RANCH

NORTHLAND – SYLVAN BAY

NORTHLAND SPEARS PLACE

NORTHWOODS VILLA INC HOUSE 1

NORTHWOODS VILLA INC HOUSE 2

NORTHWOODS VILLA INC HOUSE 3

NORTHWOODS VILLA INC HOUSE 4

OAK HILLS

OAKRIDGE BIRCHCOURT

OACKRIDGE WILLOW

ORION BASS BROOK

ORION BAYSIDE

ORION CLOVER

ORION MAPLE

ORION NORTHWEST

ORION RIVERSIDE

ORION 833 SOUTHWEST

ORION WESTWOOD

RESIDENTIAL LIVING SOLUTIONS RIVER HOUSE

RESIDENTIAL LIVING SOLUTIONS LAKE HOUSE

RIVER GRAND, INC.

SOLID FOUNDATIONS I

SOLID FOUNDATIONS II

SUGAR BROOK VILLA

THE EMERALDS

THRIVE BEHAVIORAL NETWORK

**INDIVIDUAL GROUP RESIDENTIAL HOUSING AGREEMENTS EFFECTIVE 7/1/21
THRU 6/30/22 MONTHLY \$954.00 DAILY \$31.36**

BRENDEN, ELIZABETH

GIBEAUS ADULT FOSTER CARE

GULLICKSON, LILY & MELVIN

NEWMAN-TRUDEL REBEKAH

NORRIS, JOANNE

RIMA, DARLA & ROB

SCHULTZ, KARI

TRUDEL REBECCA

WOKASCH, MICHAEL & BARBARA (WOKASCH I)

WOKASCH, MICHAEL & BARBARA (WOKASCH II)

**CORPORATE HOUSING SUPPORT AGREEMENTS FOR HOMES THAT ARE
LICENSED FOR SUPPLEMENTAL SERVICES EFFECTIVE 7/1/21 THRU 6/30/22
MONTHLY \$954.00 DAILY \$31.36
WITH A MAX SUPPLEMENTAL SERVICE PAYMENT OF \$482.84 PER MONTH**

NORTHLAND BEACON HILL

RIVERSIDE RESIDENCE BIGFORK

RIVERVIEW VILLA



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1611

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Medical Director Contract

BOARD ACTION REQUESTED:

Authorize the IMCare Director and County Board Chair to sign a contract for Medical Director Services with Dr. Jay Huber, effective 7/1/21.

BACKGROUND:

Dr. Shara Pehl has been the IMCare Medical Director for many years, she is leaving her position 8/31/21. Approving this contract effective 7/1/21 will give valuable training/transition time in order to ensure compliance.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1612

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Dental Director Contract

BOARD ACTION REQUESTED:

Authorize the IMCare Director and County Board Chair to sign a contract for Dental Director Services with Dr. Rachel Buchert, effective 7/1/21.

BACKGROUND:

Dr. Jeff Bolz has been the IMCare Dental Director for many years, he left his position May 2021. This contract is to replace the Dental Director position.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1619

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

2021 Northern MN Swap Meet and Car Show Lease Agreement

BOARD ACTION REQUESTED:

Approve the 2021 Lease Agreement between Itasca County and the Northern Minnesota Swap Meet and Car Show, and authorize necessary signatures.

BACKGROUND:

The event contract layout and language used in this Lease Agreement was originally approved by the County Attorney's office (Re: CRT-4171). Proceeds will be sent to the Itasca Agricultural Association to be placed in the Fairgrounds Maintenance Fund. The security deposit will be held by Itasca County.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2021 Car Show Swap Meet Agreement

06/15/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------

County of Itasca, Minnesota

Lease Agreement

This Agreement is made effective this 22 day of June 2021, by and between Itasca County ("Lessor"); and Northern Minnesota Swap Meet and Car Show, ("Lessee"), 1 NW 3rd Street Grand Rapids, MN 55744. For good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge the parties agree as follows:

- 1. Authority.** This Agreement is granted pursuant to the provisions of Minnesota Statutes Section 373.01, Subdivision(1)(a)(4) and Minnesota Statutes Section 398.32, Subdivision 3.
- 2. Premises.** Lessor in consideration of the terms, conditions and contracts contained herein, and subject to such special conditions as are set forth in the Special Conditions attached hereto and made a part hereof and marked as Exhibit A, Exhibit B attached hereto and made a part hereof, and the payment of the Lease Agreement Fee to be paid by Lessee, Lessor hereby leases to the Lessee, subject at all times to sale, contract and use for other purposes, the non-exclusive rights in the described Premises as set forth below:

- | | |
|---|---|
| ☒ A - Cattle barn | ☒ B - Horse barn |
| ☒ C - Beef Barn | ☒ D – Poultry |
| ☒ F - United Methodist Church | ☒ H - New Moose Club |
| ☒ I - Corn Palace | ☒ J - Solid Rock |
| ☐ K - Bingo Hall | ☒ L – Eagles |
| ☒ M - All Purpose | ☐ N - Announcement Booth |
| ☒ O - Children's barn | ☒ P – Restroom |
| ☒ Q - 4H Food Booth | ☒ T - Conservation Building |
| ☒ V - Agriculture/Horticulture Building | ☒ W - 4H Exhibit |
| ☒ X - Commercial Exhibit | ☐ Y - Committee on Aging |
| ☒ Z - Arts and Craft | ☒ AA – Gazebo |
| ☒ CC - Old Beer Garden | ☒ DD - DNR Building |
| ☐ EE - Grand Stand | ☐ FF – Storage |
| ☒ GG – Shelter | ☒ HH - Trailhead Building |
| ☒ Grounds | ☒ Parking Lot |
| ☒ Race Track | ☐ Horse Arena |

2.1 Personal Property/Fixtures: Personal Property or fixtures within the Premises shall not be deemed leased under this Agreement, unless otherwise authorized in writing.

3. **Warranties.** Lessor does not warrant its title to the premises nor undertake to defend the Lessee in the peaceable possession or use thereof. No covenant of quiet enjoyment is made. Lessee shall indemnify and hold Lessor harmless from any and all claims for damages against Lessor by third parties as a result of this Agreement.

4. **Exhibits.** This Lease Agreement is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked as Exhibit A. This Lease Agreement is subject to such terms as are set forth in Exhibit B as to insurance and indemnification.

5. **Term.** The term of this Agreement shall commence on the date set forth above and shall end at 12:00 a.m. on **July 30, 2021**. The term of this Agreement is subject to termination pursuant to the default provisions in paragraph 10 herein. The Agreement may be extended or modified if provided for in the Special Conditions marked as **Exhibit A**.

6. **Lease Agreement-Fee.** Lessee shall pay to Lessor a non-refundable Lease Agreement Fee of **\$7,500.00** for the non-exclusive rights to the Premises as set forth above or as set forth in the Special Conditions marked as Exhibit A.

7. **Security Deposit.** Simultaneously with the execution of this Lease, Lessee shall deposit with Lessor the sum of **Four Thousand Eight Hundred Dollars (\$ 4,800.00)** as a security deposit. Such security deposit shall be considered as security for the payment and performance by Lessee of all of Lessee's obligations, covenants, conditions and agreements under this Lease. Upon the expiration of the term hereof, Lessor shall, provided that Lessee is not in default under the terms hereof, return and pay back such security deposit to Lessee as set forth below. In the event of any default by Lessee hereunder, Lessor shall have the right, but shall not be obligated, to apply all or any portion of the security deposit to cure such default, in which event Lessee shall be obligated to promptly deposit with Lessor the amount necessary to restore the security deposit to its original amount.

7.1 The Security Deposit may be applied to offset any damages that may occur during the event from the Lessee or the Lessee's invitees. Review of all Premises will be conducted prior to and following the term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no damage has occurred. In the event of damages exceeding the amount as set forth above the Lessee will be liable for the balance of the damages.

7.2 The Security Deposit may be applied to offset any cleanup that has not been completed during or after the event. Review of all Premises will be conducted prior to and following the Term of this Agreement. Deposits will be returnable up to two weeks after the termination of this Agreement and only if no cleanup is needed. In the event of the cost of cleanup exceeds the amount as set forth above the Lessee will be liable for the balance of the cost.

8. Encumbrance. This Agreement is subject to all existing easements, rights-of-way, licenses, contracts, commingling contracts and other encumbrances upon the Premises and Lessor shall not be liable to Lessee for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

9. Maintenance. Lessee shall maintain the Premises in good repair, keeping them safe and clean, removing all refuses and debris that may accumulate, to the extent consistent with sound and customary practices. Lessee shall comply with all laws affecting the Premises, including Federal, state or local statute, law, rule, regulation or ordinance, unless otherwise exempt.

10. Termination. The Lessor has the right to cancel this Agreement for nonpayment of any amount due under this Agreement or other violation of the terms and conditions of this Agreement. Termination of this Agreement does not relieve the Lessee from any liability for payment or other liability incurred under this Agreement.

10.1 This Agreement may be cancelled by the Lessor, if the Lessee has failed to secure all permits/licenses and approvals if any are necessary for the Lessee's approved activity as stated on the Special Conditions marked as Exhibit A.

10.2 Lessee shall, on the termination date, or earlier as provided for in this Agreement, peaceably and quietly surrender the Premises to the Lessor in a condition satisfactory to the Lessor. If the Lessee fails to surrender the Premises on the termination of this Agreement, the Lessor may obtain a court order as permitted by law to eject or remove the Lessee from the Premises and Lessee shall indemnify the Lessor for all expenses incurred by the Lessor.

10.3 In addition, Lessee shall remove all of Lessee's personal property at Lessee's expense, from the Premises prior to or at the termination date and time per this Agreement. Any personal property remaining shall be considered abandoned and shall be disposed of by the Lessor according to law. If this Agreement is terminated prior to its termination date, the Lessee shall not be relieved of any obligation incurred prior to termination.

10.4 Lessee acquires no additional rights by holding the Premises after termination and shall be subject to legal action for removal.

10.5 If Lessee defaults in compliance with its obligations under this Agreement, Lessor shall have the right in its exclusive discretion to permit Lessee to cure, and Lessor shall have the right upon Lessee's failure to cure such default within 10 days after receipt of written notice specifying such default, to seek such remedies or combination of remedies as may be available at law or in equity, including without limitation specific performance, damages, or termination of this Agreement. Lessor's remedies shall expressly include the right to evict Lessee and take possession of the Premises.

10.6 Lessee may terminate this Agreement for good cause, which will be at the discretion of the Lessor. In the event that this Agreement is terminated for good cause at

the discretion of the Lessor, the lease-fee shall not be refundable, and the security deposit shall be handled in accordance with numbers 7, 7.1, and 7.2 above.

11. Right of Entry. Lessor, or its agents, contractors, or employees shall have the right to enter upon and into said Premises at any time to inspect the same. Such inspection shall not unreasonably hinder or interrupt the operations of the Lessee, except in cases where emergency entry is necessary to preserve the Premises and other property.

12. Liability. This Agreement shall not be construed as imposing any liability on the Lessor for injury or damage to the person or property of the Lessee, or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect.

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

12.2 Insurance. Lessee agrees at all times during the term of this Agreement to have and keep in force insurance, either under a self-insurance program or separate insurance policy, as indicated and shown in attached Exhibit B and/or the Special Conditions marked as Exhibit A.

12.3 The Lessor reserves the right to terminate, suspend or rescind any Agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Lessee. All insurance policies shall be open to inspection by the Lessor, and copies of policies shall be submitted to the Lessor upon written request.

13. Banned Substances. Lessee agrees that no tobacco products, drugs, or illegal substances of any kind shall be sold or distributed on the premises under any circumstances. Alcohol may be served or sold if Lessee is properly licensed/permitted by the appropriate licensing/permitting authority and as authorized in the Special Conditions marked as Exhibit A. Lessee understands that any violation of this paragraph shall give the Lessor the rights to terminate this Agreement without penalty to the Lessor, and permanently bar Lessee, or any member or guest of lessee, from the Premises.

14. Lost Property. The Lessor assumes no responsibility whatsoever, for any property placed on the Premises, and the Lessor is hereby expressly released and discharged from any and all liabilities for any loss of property and discharged from any and all liabilities for any loss of property that may be sustained by the use of said Premises under this Agreement.

15. Right to Control. It is understood that the Lessor hereby reserves the right to control and manage the Premises and to enforce all necessary and proper rules for the management

and operation of the Premises and for the Lessor employees or other authorized representatives to enter and exercise their authority at the Premises at any time. The Lessor also reserves the right, but not the duty, through its employees and representatives, to eject any objectionable person or persons from the Premises and Lessee hereby waives any and all claims for damages against the Lessor or any of its representatives resulting from the exercise of this authority.

16. Recovery of Expenses. If it is necessary for the Lessor to incur expenses by court action or otherwise for the ejectment of Lessee or Lessee's invitees, or the removal from the leased premises of the Lessee's or Lessee's invitee's personal property, or recovery of the amount due under this Agreement, or for any other remedy of the Lessor under this lease, and the Lessor prevails in the court action or otherwise, then the Lessee shall pay to the Lessor all expenses, including attorney's fees, thus incurred by the Lessor.

17. Severability. If any clause or provision of this Agreement is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation or ordinance, unless exempt, the intentions of the Lessor and Lessee here is that the remaining parts of this Agreement shall not be affected thereby.

18. Governing Law. The laws of the State of Minnesota shall govern all questions and interpretations concerning the validity and construction of this Agreement and the legal relations between the parties herein and performance under it. The appropriate venue and jurisdiction for any litigation hereunder will be those courts located within the County of Itasca, State of Minnesota. Litigation, however, in the federal courts involving the parties herein will be in the appropriate federal court within the State of Minnesota. Any claim, controversy or dispute arising out of this Agreement may upon mutual agreement of the parties be referred to non-binding or binding arbitration in accordance with the commercial rules of the American Arbitration Association. If any provisions of this Agreement are held invalid, illegal or unenforceable, the remaining provisions will not be affected.

19. Modifications/Amendment. Any alterations, variations, modifications, amendments or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by authorized representative of the Lessor and Lessee.

20. Notification. Any notice given under this Contract shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with proper address and sent by certified mail, return receipt requested. Service shall be effective on the earlier of receipt or five days after the depositing of the notice in the United States mail. The proper mailing addresses for Lessor and Lessee for the purposes of serving notice are as follows:

Lessor

Itasca Lessor Land Department
c/o Land Commissioner
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Itasca Lessor Auditor
Lessor Courthouse
123 NE 4th Street
Grand Rapids, Minnesota 55744

Lessee

Northern Minnesota Swap Meet and Car
Show
c/o Nicole Franzone
1 NW 3rd St.
Grand Rapids, MN 55744
218 326-6619 Cell 218 360-1793

21. Compliance with Laws. Lessee shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations, unless exempt, now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which Lessee is responsible.

22. Records Audition and Retention. Lessee's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Lessee agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

23. Waiver. Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

24. Assignment. Lessee shall not encumber or assign this Agreement or sublet the Premises or any part thereof without prior written consent of Lessor. No action of Lessor in collecting payment from any sublessee, assignee, or occupant shall constitute a waiver hereof.

25. Final Agreement. This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

25.1 If this Agreement conflicts with a Special Conditions, the Special Conditions shall control.

EXECUTION

IN WITNESS WHEREOF, the Lessor has caused this Agreement to be signed by its duly authorized officers and the Lessee has hereunto set its hand.

Dated this _____ day of _____, _____.

Lessee: Northern MN swap Meet and Car Show
(Nicole Franzone)

Lessor: County of Itasca

By: _____
Its _____

By: _____
Its _____
Chair of the Board of Commissioners

By: _____
Its _____
Clerk of the Board of Commissioners

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

Exhibit A
Lease Agreement
Special Conditions Supplement

This document shall be considered the Special Conditions to the Lease Agreement between Itasca County, hereinafter referred to as “Lessor”, and Northern Minnesota Swap Meet and Car Show, hereinafter referred to as “Lessee”, which was made effective on the 22th day of June 2021.

Both Lessor and Lessee mutually agree to the following in addition to the terms contained in the Lease Agreement made effective on the 22th day of June 2021.

I. Special Terms.

Activities are described below (i.e. beer garden, vendors, food booths, activities requiring license/permit, detailed description of event, etc.):

This event will be open to the public from July 23th through July 25th with vendor booths, food vendors, car shows, and a beer garden. Paid Parking is required except for Mesabi Trail users. Full use of the grounds and buildings as identified in the Lease Agreement will be included.

Both parties of this contract mutually agree to the following in addition to the terms contained in the Lease Agreement.

1. Lessee will be responsible for providing garbage dumpsters and removal after event.
2. Lessee will be responsible for providing and maintaining additional portable restrooms.
3. Lessee will be responsible for all Parking Staff as needed.
4. Lessee will be allowed to use the Racetrack and Pit Area for additional parking, dependent on weather conditions.
5. Licensed/Permitted Activity under Section 13 “Banned Substances” of the Lease Agreement, if applicable (i.e. beer garden, etc.):
 - a. Lessee will be allowed to have a Beer Garden in accordance with the conditions set forth in the Lease Agreement.
6. Mobile Food booths will be limited to 10 mobile food booths

II. COVID-19 Addendum.

To help minimize the spread of COVID-19 within Itasca County, Lessor may need to make decisions that affect events and facilities on County property.

Lessor reserves the right to postpone or close any event pertaining to this Agreement for the protection and general welfare of the public during the Term of this Agreement. Any

postponement or closer will be reduced to writing either by email or in the form of a letter. When possible, the notification will be given 24 to 48 hours in advanced but may be less if an emergency. If the Lessor postpones or cancels an event no fee will be charged for the planned event.

Lessee acknowledges there may be inherent public health risks to event staff and participants when holding this event. Lessee supports the following recommended safety practices to help reduce public health risks at the event.

1. Wearing of masks for attendees who are unvaccinated.
2. Social distancing of 6 feet between attendees from different households.
3. Minimize overall number of attendees or crowd size, limiting size of groups.
4. Manage traffic flow and prevent congregating of people at the event.
5. Avoid serving food buffet style, use single boxed foods or single server with proper PPE.
6. Have masks and hand sanitation stations available, disinfecting frequently touched surfaces.
7. Have people stay at home if sick and discourage participation of those who are at high risk.

Lessee agrees to follow all CDC and Minnesota Department of Health COVID-19 guidelines applicable at the time of the event, as well as any State of Minnesota Executive Orders applicable at the time of the event. Lessee also agrees to develop and utilize a COVID-19 Preparedness Plan for the event that is approved by the Itasca County Health and Human Services Public Health Division.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1392

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
----------------	--



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1616

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Ben DeNucci

AGENDA ITEM:

Resolution for State Financial Solution in Enbridge Energy Tax Court Findings

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Requesting a State Legislative Financial Solution in the Enbridge Energy, L.P. Tax Court Findings.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
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, June 15, 2021

RESOLUTION 2021-38

**RE: REQUESTING A STATE LEGISLATIVE FINANCIAL SOLUTION IN THE ENBRIDGE
ENERGY, L.P. TAX COURT FINDINGS**

BE IT RESOLVED, that the Itasca County Board of Commissioners is requesting a State Legislative Financial Solution to all years of the final Enbridge Apportionable Market Values as ordered by Tax Court, beginning in the 2012 Assessment Year from the State Department of Revenue, with funds to be taken from the State General Fund.

BE IT FURTHER RESOLVED, that the Itasca County Board of Commissioners identify that this error in Assessment was caused by the State of Minnesota Department of Revenue and that this payment due to Enbridge should be the responsibility of the State to rectify this issue, similarly to how the County rectifies our own local abatements.

BE IT FURTHER RESOLVED, that Itasca County does not have adequate reserves to pay this obligation and would need to resort to bonding and/or significantly increased taxes on all property owners in the County, subsequently causing a ripple effect in tax burden on taxpayers and affected entities.

BE IT FINALLY RESOLVED, that the Itasca County Board of Commissioners request that the State of Minnesota Department of Revenue publicly support this legislative solution, utilizing funds from the State General Fund.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Ben DeNucci
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 15th day of June 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 15th day of June A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1617

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Daniel Swenson

AGENDA ITEM:

Public Hearing Re: Rezone Application Submitted by Miller-Persons

BOARD ACTION REQUESTED:

Hold a Public Hearing Re: Rezone Application of Miller/Persons and adopt the Resolution Re: Application Submitted by Miller/Persons to Rezone Properties from Recreational Commercial to Rural Residential Property Located at 19-460-0260 and 19-460-0330.

BACKGROUND:

At the Planning Commissions regular meeting on Wednesday, June 9, 2021 - it was motioned to recommend approval of the rezone application submitted by Miller/Persons for the rezone from Recreational Commercial to Rural Residential as set forth in the attached record (application and findings of fact).

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. 2021.06.10 Miller Rezone Packet

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Burl Ives
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, June 15, 2021

RESOLUTION 2021-39

RE: APPLICATION SUBMITTED BY MILLER/PERSONS TO REZONE PROPERTIES FROM RECREATIONAL COMMERCIAL TO RURAL RESIDENTIAL FOR PROPERTY LOCATED AT 19-460-0260 AND 19-460-0330

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

WHEREAS, on 4/5/2021, Nancy Miller submitted a rezone application for rezone from Recreational Commercial to Rural Residential. The property was previously utilized as a campground/resort (Troop Town). The existing campsites and airplane hangar on the property will be removed. Applicants propose to use the parcels for residential purposes; and

WHEREAS, the property is surrounded by Rural Residential zoning and is located within the shoreland overlay district of Pokegama Lake, a General Development Class; and

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

WHEREAS, the purpose of the Rural Residential Zoning District is intended to provide a residential district that is predominantly shoreland and rural in character and allows activities that do not degrade the rural residential character. This zoning district shall be used to promote a high-quality residential living environment; and

WHEREAS, on June 9, 2021, the Planning Commission voted unanimously to approve the Rezone Application pursuant to Section 18.2.4 of the Itasca County Zoning Ordinance, and forwarded their recommendation for approval in the Findings of Fact dated June 9, 2021 for approval to the County Board in writing and within 30 days of the close of their hearing; and

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

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

A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—the proposed zoning change will be consistent with the zoning of adjacent properties/properties in the area which are all zoned Rural Residential;

B. The proposed zoning is not spot zoning as the parcels are adjacent to Rural Residential zoning (and the existing zoning would be spot zoning under today's standards);

C. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—there have been substantial changes in the area; the zoning change is requested so a campground will not be allowed; the proposed zoning change will be consistent with the zoning of adjacent properties; and

D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner as the proposed zoning change will be consistent with the Rural Residential zoning of adjacent properties; Recreational Commercial zoning is no longer compatible with the existing neighborhood.

WHEREAS, the County Board conducted their public hearing on Tuesday, June 15, 2021, at 2:30 in the Itasca County Courthouse, 123 NE 4th Street, Grand Rapids, MN. Notice of the public hearing occurred in the Grand Rapids Herald Review on May 30, 2021; and

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

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

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 15th day of June 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 15th day of June A.D. 2021.



Administrator

DATE March 23, 2021 PHONE # _____

PERMIT # _____

ITASCA COUNTY APPLICATION TO AMEND ZONING MAP/REZONE

APPLICANT/ADDRESS Miller Parsons Properties LLC, Nancy Miller + John Parsons
28955 Sunny Beach Road, Grand Rapids, MN 55744

AGENT/ADDRESS _____

PROPERTY ADDRESS 28955 Sunny Beach Road Grand Rapids, mn 55744

PROPERTY DESCRIPTION/PARCEL # 19-460-0260 and 19-460-0330

LAKE NAME/CLASS Pokegama EX. USE Formerly trailer court & storage
"Troop town" - now open land w/
buildings as shown on map.

ZONING DISTRICT [EXISTING]

ZONING DISTRICT [PROPOSED]

Recreational Commercial

Residential, rural

Reason for Proposed Amendment or Zone Change Property to be sold (just parcel # 026
for residential development

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

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

SIGNATURE/DATE: Nancy E. Miller President Miller Parsons Properties
March 23, 2021
On 4/5/21, the Zoning Office received the completed application, accompanying information and the fee is paid in full

PERMIT APPROVAL: In accordance with MS#15.99, Itasca County must approve or deny the variance application within 60 days of submission of the completed application/fee. If said application is denied, the reason/s must be stated in writing at the time of denial. This time line may be extended by Itasca County for another 60 days provided the applicant/s receive written notice with reasons for the extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: 6/4/2021

On 5/12/2021 Planning Commission/BoA authorized an extension for the following reasons with an expiration date of: 7/10/2021

Authorizing Signature and Date: [Signature] 5/12/2021

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

Signatures

Witness: _____

RECOMMENDATION

TOWN BOARD OF _____ APPROVAL CHAIR _____

OR AMEND DATE _____

UNORGANIZED TOWNSHIP REJECTION COMMISSIONER _____

REASONS: _____

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

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

RECOMMENDATION:

On 6/9/2021 the Planning Commission/Board of Adjustment unanimously majority vote recommends, to the County Board of Commissioners, APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by Nancy Miller for rezone from Recreational Commercial to Rural Residential as per findings of fact


Chairperson – Itasca County Planning Commission/Board of Adjustment

On _____ the County Board of Commissioners unanimously majority vote recommends APPROVAL AMENDMENT REJECTION of the map amendment/rezone submitted by _____

Chairperson – Itasca County Board of Commissioners

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

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

Amendment/Rezone Application for:

HARRIS TOWNSHIP'S "FACTS OF FINDING"
Criteria Necessary for Granting a Recommendation for a
REZONE REQUEST

To make an affirmative recommendation of a Rezone Request to the Itasca County Planning Commission and Board of Adjustment, the Harris Town Board must identify all positive findings as specified:

REQUEST FROM: Yancy Miller DATE 4/28/2021

REQUEST FOR: Rezone

1. Are terms of the rezone consistent with the Harris Township Comprehensive Plan? Yes or No or N/A
Comments:

2. Will this request be considered a spot rezone? Yes or No or N/A
Comments: all properties in the area are residential

3. If granted, will the rezone maintain the essential character of the neighborhood? Yes or No or N/A
Comments:

4. Have environmental concerns or precautions been addressed? Yes or No or N/A
Comments:

5. Have boundary/property lines been found, correctly identified, and agreed upon by all property owners involved? Yes or No or N/A
Comments:

6. Will the site have sufficient vehicle access in and out of the property, and will there be adequate parking space (if applicable)? Yes or No or N/A
Comments:

Other Comments: Motion by Supervisor Kelley, and
Seconded by Supervisor Schack

Based on the criteria above, the Harris Town Board will make the following recommendation to the Itasca County Planning Commission / Board of Adjustment regarding the Rezone Request:

✓ RECOMMEND AS PRESENTED/REQUESTED DO NOT RECOMMEND

 RECOMEND IF AMENDED AS FOLLOWS:

Signed, the Harris Township Board of Supervisors:

<u>Peggy Clayton</u>	Peggy Clayton, Chair
<u>Mike Schack</u>	Mike Schack
<u>Ryan Davies</u>	Ryan Davies
<u>Dan Gilbert</u>	Dan Gilbert
<u>Jim Kelley</u>	Jim Kelley

Note:

The Harris Town Board reserves the right to change or amend their recommendation, based on new information, up until the scheduled public hearing by the Itasca County Planning Commission / Board of Adjustment

DATE: April 28, 2021

Zoning Web Map



4/5/2021, 1:40:10 PM

Zoning

- 1 - Rural Residential
- 3 - Recreational Commercial

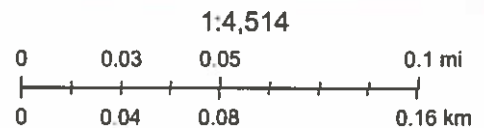
Road Centerline

Lake Labels

Tax Parcel

Parcel Number & Name

E911 Address Points



PCBA 02
C:PCBA

In Re:

FINDINGS OF FACT, CONCLUSIONS OF LAW,
RESOLUTION AND ORDER

Rezone application for: Miller-Persons Properties LLP, 28955 Sunny Beach Rd., Grand Rapids, MN 55744

Agent : Nancy Miller & John Persons

Property Location/Address: Lots 26-37, East Wendigo Park, Section 23, Harris Township 54-25
Parcels 19-460-0260, 19-460-0330

The application for rezone from Recreational Commercial to Rural Residential on the above parcels came before the Planning Commission/Board of Adjustment at their regular meeting on 6/9/2021 with Nancy Miller present as representative. Also present were the following: Board Members Lisa Maasch, Mike Oja, Richard Kortekaas, Dan Butterfield and Mike Bellomy; Peggy Clayton and Brett Beckfeld.

Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. The parcels are:
 - a. PIN #19-460-0260 is 3.00 acres in area; PIN #19-460-0330 is 1.40 acres in area;
 - b. Zoned Recreational Commercial;
 - c. Located within the shoreland overlay district of Pokegama Lake, a General Development Class lake;
 - d. Located in Harris Township T54 R25, Commissioner District #4 and
 - e. Developed with a dwelling on each parcel, several storage buildings and a boathouse;
2. On 4/5/2021, Nancy Miller submitted a rezone application for rezone from Recreational Commercial to Rural Residential. The property was previously utilized as a campground/resort (Troop Town). The existing campsites and airplane hangar on the property will be removed. Applicants propose to use the parcels for residential purposes.
3. Per Zoning Map, the property is surrounded by Rural Residential zoning and is located within the shoreland overlay district of Pokegama Lake, General Development Class.
4. Section 20.3.4, a Rezone or Amendment to the Zoning Map may only be recommended for approval, to the County Board, upon finding by the Planning Commission/BoA that all of the following exist:
 - A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan.
 - B. The proposed zoning shall not be spot zoning; that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels.
 - C. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended.
 - D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner .
5. Per Section 9.1, the purpose of the Recreational Commercial Zoning District is:
The purpose of the Recreational Commercial Zoning District is to protect and encourage the sound development of the recreational industry in Itasca County. To achieve the goal to develop an integrated green

space and recreation system that provides diverse, developed and undeveloped, recreational opportunities for all residents and visitors while protecting unique scenic and natural areas as stated in the Itasca County Comprehensive Land Use Plan.

6. Per Section 7.1, the purpose of the Rural Residential Zoning District is:
The Rural Residential Zoning District is intended to provide a residential district that is predominantly shoreland and rural in character and allows activities that do not degrade the rural residential character. This zoning district shall be used to promote a high quality residential living environment.
7. Notice of the 5/10/2021 PCBA site inspection and 5/12/2021 public hearing was published in the 4/25/2021 issue of the *Grand Rapids Herald Review* and the 4/29/2021 issue of the *Scenic Range News Forum*. Notice of the 6/9/2021 PCBA site inspection/meeting was published in the 5/23/2021 issue of the *Grand Rapids Herald Review* and the 5/27/2021 issue of the *Scenic Range News Forum*. Notice of the 6/15/2021 County Board public hearing was published in the 5/30/2021 issue of the *Grand Rapids Herald Review* and 6/3/2021 issue of the *Scenic Range News Forum*.
8. As required in Article 18, notice of the 5/12/2021 Planning Commission/BoA hearing and the 5/18/2021 County Board hearing was sent to applicants, property owners within 1/2 mile of the affected property, Harris Township Clerk, DNR (Rian Reed) and Pokegama Lake Association. Notice of the 6/9/2021 PCBA hearing and the 6/15/2021 County Board hearing, was sent to applicants, property owners within 1/2 mile of the affected property, Harris Township Clerk, DNR (Rian Reed), SWCD (Andy Arens), DNR Forestry and Pokegama Lake Association for their information and comment.
9. Harris Township has recommended approval of the rezone application.
10. At the 5/12/2021 meeting, the application was tabled until the June meeting due to notification issues.
11. On 5/26/2021, Evon & Milo Haarklau emailed comments with concerns regarding airplane hangar removal, dock reduction and dock/property rental.
12. The site will be viewed by the PC/BoA on 6/9/2021 in the morning before the hearing.
13. In accordance with Section 20.3.1, the Planning Commission/BoA shall conduct at least one public hearing on all property zoning map amendments and report [their recommendation] to the County Board in writing within 30 days of the close of the hearing/s.
14. The County Board will conduct their public hearing on Tuesday, 6/15/2021, 2:30 p.m. at in the County Board Room of the Courthouse.
15. Per Section 20.3.2, upon the filing of a report by the Planning Commission/BoA or upon expiration of the 30-day period, the County Board may by resolution adopt the amendment or any portion thereof as it deems advisable.
16. In accordance with Minnesota Statue 15.99, Itasca County must approve or deny the rezone application within 60 days of submission which is 6/4/2021. On 5/12/2021, a 60-day extension (until 7/10/2021) was authorized by Dan Swenson.
17. The record consists of:
PCBA 01- Rezone application submitted on 4/5/2021, Harris Township Findings (2 pgs.);
PCBA 02- Aerial photo, site map (2 pgs.);
PCBA 03- Notices dated 4/19/2021, 5/20/2021 to property owner (2 pgs.);

PCBA 04- Notices dated 4/19/2021, 5/20/2021 to Harris Township Clerk, etc. (2 pgs.);
PCBA 05- Notices dated 4/19/2021, 5/20/2021 to property owners, map, list of affected of property owners, plat book map (8 pgs.);
PCBA 06- Zoning map amendment criteria;
PCBA 07- 5/12/2021 PCBA minutes excerpt;
PCBA 08- Email dated 5/26/2021 from Evon Haarklau;
PCBA 09- Staff report dated 6/4/2021 (2 pgs.);
PCBA 10- Guidelines for amendments to the zoning map completed by PCBA members (5 pgs.);

CONCLUSIONS OF LAW

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

- A. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Land Use Plan (CLUP)—the proposed zoning change will be consistent with the zoning of adjacent properties/properties in the area which are all zoned Rural Residential;
- B. The proposed zoning is not spot zoning as the parcels are adjacent to Rural Residential zoning (and the existing zoning would be spot zoning under today's standards);
- C. The original zoning was inconsistent with the Comprehensive Land Use Plan; or an error was made in the Comprehensive Land Use Plan, which should now be corrected along with the zoning district; or substantial changes have occurred in the community, which should result in the Comprehensive Land Use Plan and the zoning being amended—there have been substantial changes in the area; the zoning change is requested so a campground will not be allowed; the proposed zoning change will be consistent with the zoning of adjacent properties; and
- D. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner as the proposed zoning change will be consistent with the Rural Residential zoning of adjacent properties; Recreational Commercial zoning is no longer compatible with the existing neighborhood.

RESOLUTION

Now therefore, upon the motion of Butterfield/Bellomy, which carried unanimously, the Board recommended (to the County Board) approval of the rezone submitted by Nancy Miller/John Persons for rezone from Recreational Commercial to Rural Residential as set forth in the 6/4/2021 staff report in accordance with the conclusions of law.

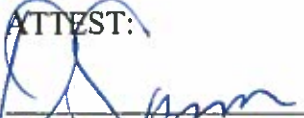


Lisa Maasch, Chairperson



Date

ATTEST:



Dan Swenson, Environmental Services Director



Date



ITASCA COUNTY
PLANNING COMMISSION/BOARD OF ADJUSTMENT
123 NE 4th St
Grand Rapids, MN 55744
(218) 327-2857

Wednesday, 6/9/2021

9:00 A.M.

Itasca County Boardroom

The regular meeting of the Itasca County Planning Commission/Board of Adjustment (PC/BoA) was held on Wednesday, 6/9/2021 at 9:00 a.m. * in the County Board Room of the Courthouse with the following in attendance:

MEMBERS PRESENT: Lisa Maasch, Richard Kortekaas, Dan Butterfield, Mike Bellomy, Mike Oja;
ABSENT: None;
EXOFFICIO: None;
GUESTS: Nancy Miller, Peggy Clayton, Brett Beckfeld;

*Members met at the Courthouse at 8:15 a.m. to view the property and then returned to the Courthouse to hold the meeting.

Chairperson Maasch called the Planning Commission/Board of Adjustment meeting to order, opening with the Pledge of Allegiance. Copies of the agenda and opening statement were available for the audience.

Agenda. There were no changes to the agenda.

Minutes. Upon the motion of Oja/Kortekaas, which carried unanimously, the minutes of the 5/12/2021 hearing were approved as distributed.

CALL BACK TO TABLE - Review with the Intent to Revoke Conditional Use Permit #910028 for junk/salvage yard—S ½ of SE NE and NE SE, Section 31, Bigfork Township 61-26 (Bigfork River) Gustave & Marilyn David—this was tabled at the 10/14/2020 until no later than the June meeting and upon the motion of Bellomy/Butterfield, which carried unanimously, the review was re-tabled until July.

Nancy Miller/Miller-Persons Properties/Rezone— Lots 26-37, East Wendigo Park, Section 23, Harris Township 54-25, submitted a rezone application for rezone from Recreational Commercial to Rural Residential. This application was tabled at the 5/12/2021 meeting until the June meeting due to noticing issues. The staff report dated 6/4/2021 was entered into the record. Nancy Miller was present and her discussion included that the property was formally utilized commercially as a campground/store/marina (Troop Town); they are in the process of selling a portion of it and would like to rezone the property so it can only be used residentially and not commercially (since they would like to prevent the property to be used as a campground). Peggy Clayton (Harris Township) and Brett Beckfeld were present in support. Butterfield/Kortekaas motioned to close the public portion of the meeting. Member Butterfield mentioned there can be no conditions placed on a rezone and the PCBA will only make a recommendation to the County Board who will make the final decision.

Motion: Butterfield/Bellomy motioned to recommend (to the County Board) approval of the rezone application submitted by Nancy Miller/John Persons for rezone from Recreational Commercial to Rural Residential as set forth in the 6/4/2021 staff report. Motion carried unanimously.

Other:

Water Plan Implementation Committee (WPIC) Report. Member Butterfield reported a public hearing was held on 5/27/2021 on the One Watershed, One Plan (1W1P) and there will be further discussion at the next County Board meeting.

At 9:35 a.m., Butterfield/Bellomy motioned to adjourn the meeting and the motion carried unanimously.

By: Diane Nelson
Diane Nelson, Recording Secretary

Diane Nelson

From: Evon Haarklau <ehaarkla@hotmail.com>
Sent: Wednesday, May 26, 2021 8:34 AM
To: Diane Nelson; Evon Haarklau
Subject: Public Comment Re Miller Persons Properties, LLP Rezoning Request

CAUTION: This email originated from outside of the Itasca County email system. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Ms. Nelson,

We live at 29069 Sunny Beach Road directly across the bay from the subject property in this Rezoning Request Lots 26-32 & 33-37, East Wendigo Park, Sec 23, 54-25.

We believe that if Miller Persons Property, LLP is requesting a change from Recreational Commercial to Rural Residential, the following should be considered in keeping with the spirit of "Residential" and for the benefit of existing neighbors/neighborhood, new buyers and seller's desires.

1. The existing airplane hangar should be fully removed.
2. The existing multiple permanent boat docks should be reduced in number as deemed reasonable and customary for one private/personal owner of a residential property.
3. Boat docks/land should not be rented to other parties or used on an ongoing basis by other parties other than the residents of the property.

This property has long been "Troop Town" which signifies a commercial entity to the residents of Grand Rapids and the surrounding neighborhood. While it enjoyed a long history of commercial purpose, the function should now fit the form as is being requested in this hearing.

Thank you for considering our comments.
Evon & Milo Haarklau

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Miller Persons Properties, LLP (Nancy Miller & John Persons)

Property Location: 28955 Sunny Beach Rd, Grand Rapids, MN 55744

Present Zone District: Recreational Commercial Proposed Zoning District: Rural Resid.

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

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not: *No it does not - only parcel not zoned that now*
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: *Will not - will all be the same*
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not: *Will not will be zoned so no campground can be put in - airplane hanger to come down -*
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not: *yes will all be zoned the same*

Luther Kordian 6-9-21

Recommendation to County Board:

Approval

Rejection

Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Miller Persons Properties, LLP (Nancy Miller & John Persons)

Property Location: 28955 Sunny Beach Rd, Grand Rapids, MN 55744

Present Zone District: Recreational Commercial Proposed Zoning District: Rural Resid.

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

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not:
Does not, This brings The Property in Line with Other Properties in The neighborhood
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:
shall not, ALL adjoining Properties are Rural Residential
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not:
This was original zoning and now The owners want To change To zoning That is The same as The adjoining Properties
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:
This Mak-s For uniform zoning in This area

Recommendation to County Board:

Approval

Rejection

Mike Bellamy
6/9/21

Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Miller Persons Properties, LLP (Nancy Miller & John Persons)

Property Location: 28955 Sunny Beach Rd, Grand Rapids, MN 55744

Present Zone District: Recreational Commercial Proposed Zoning District: Rural Resid.

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

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not: no it does not → The surrounding area is rural residential and such this property should be re-zoned back to it's original title.
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: no it will not. Same as #1
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not: yes - there has been substantial changes in the neighborhood and as such should go back to its original zoning of rural residential
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not: yes - rec. commercial no longer fits within the existing neighborhood.
Harris Township recommended approval of re-zone.

Recommendation to County Board:

Approval

Rejection

Lisa Maasch
Chairperson of the Planning Commission/BoA

6-9-21
Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Miller Persons Properties, LLP (Nancy Miller & John Persons)

Property Location: 28955 Sunny Beach Rd, Grand Rapids, MN 55744

Present Zone District: Recreational Commercial Proposed Zoning District: Rural Resid.

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

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not:

changes to zoning promotes expansion of consistent with

2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not:

All adjacent property is zoned rural residential

3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not:

original zoning of Rec. Commercial probably done in 60s, all zoning in the area is rural residential

4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not:

A campground is not considered within adjacent zoning rural residential Michael D. Jee 6/6/2021

Recommendation to County Board:

Approval

Rejection

Chairperson of the Planning Commission/BoA

Date

GUIDELINES FOR AMENDMENTS TO THE ZONING MAP

Applicant: Miller Persons Properties, LLP (Nancy Miller & John Persons)

Property Location: 28955 Sunny Beach Rd, Grand Rapids, MN 55744

Present Zone District: Recreational Commercial Proposed Zoning District: Rural Resid.

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

1. The proposed zoning does not substantially conflict with the Itasca County Comprehensive Plan. Why or Why not:
NO Should be R.R., it's the only commercial lots in the area.
2. The proposed zoning shall not be spot zoning, that is zoning that discriminates in favor of one lot or parcel out of context with surrounding lots or parcels. Why or Why not: *NO Under today's zoning standards it would have been spot zoning.*
3. The original zoning was inconsistent with the comprehensive plan; or an error was made in the comprehensive plan which should now be corrected along with the zoning; or substantial changes have occurred in the community which should result in the comprehensive plan and the zoning being amended. Why or Why not: *yes. it will now be consistent with the neighboring parcels.*
4. A clear public need for and benefit from the proposed rezoning shall exist beyond any benefit or convenience to the landowner. Why or Why not: *No public need, No real benefit to owner*

Recommendation to County Board:

Approval

Rejection

DD Butten

6/8/2021

Chairperson of the Planning Commission/BoA

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1621

DEPARTMENT: Environmental Services

TIME REQUESTED: 20 Minutes

PRESENTER: Andy Arens

AGENDA ITEM:

UMHW 1W1P Process Update and Resolution

BOARD ACTION REQUESTED:

Receive an Upper Mississippi Headwaters (UMHW) One Watershed One Plan (1W1P) Process Update and adopt the Resolution Re: Approval to Submit, Adopt and Implement the Mississippi River Headwaters Watershed Comprehensive Management Plan.

BACKGROUND:

Changes made to the plan during the formal comment period and public hearing were grammatical in nature. Next, the plan needs to be submitted to BWSR for requested approval; this proposed final draft of the plan can be viewed at <https://headwatershed.org/plan>. All 5 Counties and 5 SWCD's need to approve a resolution requesting BWSR approval of the plan. The included proposed resolution would make the plan the Itasca County formal water planning document for the UMHW area of the County, effect the September 22, 2021 BWSR Board Meeting, pending BWSR approval and no required changes to the plan. An alternative is a one resolution now only requesting BWSR approval of the plan, and a second resolution within 120 days of anticipated plan approval 9-22-2021, to adopt the 1W1P document as our water planning document.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

06/15/2021

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 06/22/2021 2:30 PM
----------------	--------------------------------	---------------------------------



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

RESOLUTION

**RE: APPROVAL TO SUBMIT, ADOPT AND IMPLEMENT THE MISSISSIPPI RIVER
HEADWATERS WATERSHED COMPREHENSIVE MANAGEMENT PLAN**

WHEREAS, Itasca County is a member of the Mississippi River Headwaters Watershed One Watershed One Plan Policy Committee; and

WHEREAS, Itasca County has been an active participant in the development of the Mississippi River Headwaters Watershed Comprehensive Watershed Management Plan (Plan); and

WHEREAS, Itasca County recommended the Mississippi River Headwaters Watershed One Watershed One Plan Policy Committee submit the Plan for 60 day comment; and

WHEREAS, no major changes were requested by state agencies in the final comment period; and

WHEREAS, the Plan will serve as a substitute for either the SWCD comprehensive plan or county local water management plan as per 103C or 103B respectively for the duration of the state approved Plan.

NOW THEREFORE BE IT RESOLVED, Itasca County will approve submission of the plan to the Board of Water and Soil Resources Board. Contingent on recommendation of plan approval by the BWSR Northern Committee and subsequent BWSR approval, Itasca County hereby adopts and will begin implementation of the Plan for the area of the County identified within the Plan.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 15, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1624

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Bid Award for Builders Insurance

BOARD ACTION REQUESTED:

Approve low bid from Hanover Insurance Company for Builders Insurance on the new Correctional Facility/Courts construction project and authorize necessary signatures.

BACKGROUND:

This policy is required by the contracts for the project. Our Construction Managers have reviewed the policy and have no concerns.

The results of the bid were as follows:

Chubb - Decline to offer

United Fire Group - Decline to offer

Hanover Insurance - \$94,070 (3 year term)

Liberty Mutual - \$132,088 (3 year term)

Travelers - \$92,204 (per year) / \$234,936 total for 3 year term

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Itasca County Offer Version 2
2. Builders Insurance - Hanover Insurance Company SIGNED

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

**Inland Marine Package Insurance Proposal
Hanover Insurance Company - Marine Division**

Prepared For: ITASCA COUNTY

123 NE 4TH STREET
GRAND RAPIDS, MN 55744

Producer Name: Laurie Nyhammer

MAHOWALD INSURANCE
PO BOX 129
SAINT CLOUD, MN 56302

Phone: (320) 257-2709

Email Address: l.nyhammer@mahowald.net

This proposal shows the premiums for the general coverages described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.

Proposal Date: 06/14/2021
Effective Dates: 06/15/2021 - 06/15/2024

Quote Number 1058039

BUILDERS' RISK COVERAGE

Coverage Form: **IM441 1352 Builders' Risk Coverage** is "all risk" subject to policy form terms, conditions, and exclusions.

Project Description: A 3 STORY MASONRY NON-COMBUSTIBLE BUILDING(S) UNDER CONSTRUCTION AT 123 NE 4TH ST, GRAND RAPIDS, MN, 56345 TO BE OCCUPIED AS A MUNICIPAL STRUCTURE.

Project Limits:

Limit for any one Building or Structure	\$61,469,557
Limit for all Buildings or Structures at Any One Job Site	\$61,469,557
Covered Property in Transit	\$100,000
Covered Property in Temporary Storage or Off Site Fabrication	\$100,000
Trees, plants, lawns and shrubs	\$25,000

Optional Coverages:

Delay In Completion Coverage

Soft Costs	\$1,347,727
------------	-------------

Equipment Breakdown and Testing Coverage

Property Damage Limits	\$61,469,557
Delay in Completion Coverage Limits	\$1,347,727
Equipment Breakdown and Testing Pollutants	\$50,000

Endorsements:

Protective Safeguards Endorsement

Locations which Protective Safeguards Apply: 123 NE 4TH ST, GRAND RAPIDS, MN 56345

Following Protective Safeguards Apply:

- ☒ Lighting. The construction site must be well lit.
- ☒ Video /Surveillance equipment. You agree to maintain videos/surveillance equipment with recording system capturing entrances and exits of "Buildings and Structures".

Deductible:

Per Occurrence Deductible	\$25,000
---------------------------	----------

Valuation: Replacement Cost per the coverage form

Coinsurance: Is not applicable and does not apply. However, we anticipate that the applicable limit of insurance will reflect the completed value.

Additional Coverages:

Business Personal Property	\$10,000
Loss Adjustment Expense	\$5,000
Construction Trailers and Contents at Job Site	\$50,000
Contract Penalty Coverage	\$25,000
Debris Removal – Additional Limits	\$50,000
Emergency Removal to Preserve Covered Property	\$10,000
Expediting Expense	\$100,000
Expenses to Re-erect Undamaged Scaffolding, Fences, and Signs	Covered

Police and Fire Department Service Charge	\$50,000
Fire Suppression Equipment Recharging	\$50,000
Fungus, wet Rot, Dry Rot and Bacteria	\$100,000
Insufficiency of Limit	10% of Limit of Insurance / \$1,000,000 maximum
Key Coverage	\$2,500
Ordinance or Law Coverage:	
Undamaged portions of the Building or Structure	Included in Building or Structure Limit
Demolition Costs and Increased Cost of Construction	\$1,000,000
Pollutant Clean Up and Removal	\$25,000
Reward Payment	\$10,000
Sewer and Drain Back Up	\$50,000
Valuable Papers and Records	\$50,000

Permission to Occupy is Granted

Terms and Conditions:

- Subject to favorable Loss Control survey and compliance with any recommendations.
- Confirmation of formal hot works program in place prior to binding.

Premium:

Total Premium	\$94,070
---------------	----------

This quotation is valid for thirty (30) days from the Proposal Date.

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage section for details on coverages and exclusions. Any changes to the information within your submission, or changes to the job specifications, will require amendment to the terms of this proposal.

Premium Summary Section - Quote Summary
--

Premium

Terrorism Premium (Additional)	\$941.00
Total Premium	\$95,011.00
Minimum Earned Premium	\$10,000.00

This Quotation is Valid ONLY for 30 Days from the date of this letter.

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverages and exclusions. Changes in the information in your submission or changes in the job specifications may change the terms of the quote proposal.

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Disclosure of Premium:	
Total Terrorism Premium	\$ 941.00
Fire Following Premium	\$ Not Applicable
Other than Fire Following Premium	\$ 941.00

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

The premium charged for this coverage is provided in the Schedule above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In your state, a terrorism exclusion makes an exception for (and therefore provides coverage for) fire losses resulting from an act of terrorism. If you reject the offer of terrorism coverage, therefore, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is shown in the Schedule above.

Disclosure of Federal Participation in Payment of Terrorism Losses

The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020.

Cap on Insurer Participation in Payment of Terrorism Losses

The Act contains a \$100 billion cap that limits the reimbursement by the United States government as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate of insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage

☐ I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.

Applicant/Policyholder Signature

Print Name

Date

Hanover Insurance

Insurance Company

ITASCA COUNTY

Quote or Policy Number

**Inland Marine Package Insurance Proposal
Hanover Insurance Company - Marine Division**

Prepared For: ITASCA COUNTY

123 NE 4TH STREET
GRAND RAPIDS, MN 55744

Producer Name: Laurie Nyhammer

MAHOWALD INSURANCE
PO BOX 129
SAINT CLOUD, MN 56302

Phone: (320) 257-2709

Email Address: l.nyhammer@mahowald.net

This proposal shows the premiums for the general coverages described, but in no way changes or affects any terms, conditions or exclusions of policies as actually issued. Premiums shown are based on information furnished to the company.

Proposal Date: 06/14/2021
Effective Dates: 06/15/2021 - 06/15/2024

Quote Number 1058039

BUILDERS' RISK COVERAGE

Coverage Form: IM441 1352 Builders' Risk Coverage is "all risk" subject to policy form terms, conditions, and exclusions.

Project Description: A 3 STORY MASONRY NON-COMBUSTIBLE BUILDING(S) UNDER CONSTRUCTION AT 123 NE 4TH ST, GRAND RAPIDS, MN, 56345 TO BE OCCUPIED AS A MUNICIPAL STRUCTURE.

Project Limits:

Limit for any one Building or Structure	\$61,469,557
Limit for all Buildings or Structures at Any One Job Site	\$61,469,557
Covered Property in Transit	\$100,000
Covered Property in Temporary Storage or Off Site Fabrication	\$100,000
Trees, plants, lawns and shrubs	\$25,000

Optional Coverages:

Delay In Completion Coverage	
Soft Costs	\$1,347,727

Equipment Breakdown and Testing Coverage

Property Damage Limits	\$61,469,557
Delay in Completion Coverage Limits	\$1,347,727
Equipment Breakdown and Testing Pollutants	\$50,000

Endorsements:

Protective Safeguards Endorsement

Locations which Protective Safeguards Apply: 123 NE 4TH ST, GRAND RAPIDS, MN 56345

Following Protective Safeguards Apply:

- ☒ Lighting. The construction site must be well lit.
- ☒ Video /Surveillance equipment. You agree to maintain videos/surveillance equipment with recording system capturing entrances and exits of "Buildings and Structures".

Deductible:

Per Occurrence Deductible	\$25,000
---------------------------	----------

Valuation: Replacement Cost per the coverage form

Coinsurance: Is not applicable and does not apply. However, we anticipate that the applicable limit of insurance will reflect the completed value.

Additional Coverages:

Business Personal Property	\$10,000
Loss Adjustment Expense	\$5,000
Construction Trailers and Contents at Job Site	\$50,000
Contract Penalty Coverage	\$25,000
Debris Removal – Additional Limits	\$50,000
Emergency Removal to Preserve Covered Property	\$10,000
Expediting Expense	\$100,000
Expenses to Re-erect Undamaged Scaffolding, Fences, and Signs	Covered

Police and Fire Department Service Charge	\$50,000
Fire Suppression Equipment Recharging	\$50,000
Fungus, wet Rot, Dry Rot and Bacteria	\$100,000
Insufficiency of Limit	10% of Limit of Insurance / \$1,000,000 maximum
Key Coverage	\$2,500
Ordinance or Law Coverage:	
Undamaged portions of the Building or Structure	Included in Building or Structure Limit
Demolition Costs and Increased Cost of Construction	\$1,000,000
Pollutant Clean Up and Removal	\$25,000
Reward Payment	\$10,000
Sewer and Drain Back Up	\$50,000
Valuable Papers and Records	\$50,000

Permission to Occupy is Granted

Terms and Conditions:

- Subject to favorable Loss Control survey and compliance with any recommendations.
- Confirmation of formal hot works program in place prior to binding.

Premium:

Total Premium	\$94,070
---------------	----------

This quotation is valid for thirty (30) days from the Proposal Date.

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage section for details on coverages and exclusions. Any changes to the information within your submission, or changes to the job specifications, will require amendment to the terms of this proposal.

Premium Summary Section - Quote Summary
--

Premium

Terrorism Premium (Additional)	\$941.00
Total Premium	\$95,011.00
Minimum Earned Premium	\$10,000.00

This Quotation is Valid ONLY for 30 Days from the date of this letter.

Terms and conditions outlined in the quote may differ from the specifications submitted; please review the specific coverage part for details on coverages and exclusions. Changes in the information in your submission or changes in the job specifications may change the terms of the quote proposal.

THIS NOTICE IS PROVIDED IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS NOTICE DOES NOT GRANT COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF COVERAGE UNDER THE POLICY. IF THERE IS A CONFLICT BETWEEN THIS NOTICE AND THE POLICY, THE PROVISIONS OF THE POLICY SHALL APPLY.

DISCLOSURE PURSUANT TO TERRORISM RISK INSURANCE ACT

Schedule

Disclosure of Premium:	
Total Terrorism Premium	\$ 941.00
Fire Following Premium	\$ Not Applicable
Other than Fire Following Premium	\$ 941.00

Disclosure of Terrorism Coverage Available

You are hereby notified that under the Terrorism Risk Insurance Act, as amended, you have a right to purchase insurance coverage for losses resulting from "acts of terrorism" defined in Section 102(1) of the Act as follows:

Any act or acts that are certified by the Secretary of the Treasury, in consultation with the Secretary of Homeland Security and the Attorney General of the United States, to be an act of terrorism; to be a violent act or an act that is dangerous to human life, property, or infrastructure; to have resulted in damage within the United States, or outside the United States in the case of certain air carriers or vessels or the premises of a United States mission; and to have been committed by an individual or individuals as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States government by coercion.

The premium charged for this coverage is provided in the Schedule above and does not include any charges for the portion of loss that may be covered by the Federal Government as described below.

Your policy may contain other exclusions which could affect your coverage, such as an exclusion for Nuclear Events or Pollution. **Please read your policy carefully.**

Note for Commercial Property or Commercial Inland Marine Policyholders in Standard Fire States:

In your state, a terrorism exclusion makes an exception for (and therefore provides coverage for) fire losses resulting from an act of terrorism. If you reject the offer of terrorism coverage, therefore, that rejection does not apply to fire losses resulting from an act of terrorism. Coverage for such fire losses will be provided in your policy. The additional premium just for such fire coverage is shown in the Schedule above.

Disclosure of Federal Participation in Payment of Terrorism Losses

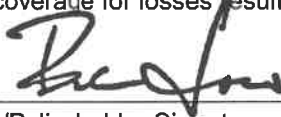
The United States government through the Department of the Treasury may pay a share of terrorism losses insured under the federal program under a formula set forth in the Act. Under this formula, the United States government generally reimburses the following percentage of covered terrorism loss which exceeds the statutorily established deductible paid by the insurance company providing the coverage: 85% through 2015; 84% beginning on January 1, 2016; 83% beginning on January 1, 2017; 82% beginning on January 1, 2018; 81% beginning on January 1, 2019; and 80% beginning on January 1, 2020.

Cap on Insurer Participation in Payment of Terrorism Losses

The Act contains a \$100 billion cap that limits the reimbursement by the United States government as well as insurers' liability for losses resulting from certified acts of terrorism. If the aggregate of insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Act, we will not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion. In such case, insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

Rejection of Terrorism Insurance Coverage

- ☐ I decline to purchase terrorism coverage for certified acts of terrorism. I understand that I will have no coverage for losses resulting from certified acts of terrorism.



Applicant/Policyholder Signature

Burl Ives

Print Name

06/15/2021

Date

Hanover Insurance

Insurance Company

ITASCA COUNTY

Quote or Policy Number