



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, August 24, 2021

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Ives called the meeting to order at 2:32 PM.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	2:32 PM
Terry Snyder	District #2	Present	2:32 PM
Leo Trunt	District #3	Absent	
Burl Ives	District #4	Present	2:32 PM
Ben DeNucci	District #5	Present	2:32 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Pull Item #6.8 (Request for Grader Replacement), add Item #6.12 (IRRRB Recreational Trails Grant Application), amend Item #6.4 (ICHHS Warrants), and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 17, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve the Addendum to the lease agreement between Itasca County and ISD 318 extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the addendum to the lease agreement.
2. Approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc. extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the lease agreement.
3. Approve the Purchase of Service Agreement between ICHHS and Kootasca for administration and monitoring activities related to Housing Support Funds.
4. Approve the Purchase of Service Agreement between ICHHS and Northland Counseling Center for administrative and monitoring activities related to Housing Support Funds.
5. Approve the IMCare Q2 2021 Financial Statements.
6. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Northern Tranquility Mental Health Services.
7. Authorize the Itasca County Transportation Department to acquire Highway Easement for County State Aid Highway 7 across Tax Forfeit Parcel #97-022-4202 in the Northwest Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West.
8. Authorize the required signatures on the Sponsor Agreement with Harris Township for the Local Road Improvement Project on Sunny Beach Road.
9. Approve the Change in Allocation of the Transportation Department's Traffic/GIS Technician position to an Engineering Technician position.
10. Approve final payment for Contract 59830, a bridge replacement project on CR 438, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.
11. Award demolition contract to American Disposal for \$31,500.00 to be paid from Land Commissioner account 12-600, and authorize necessary signatures.
12. Adopt the Resolution RE: Authorizing and Fixing the Terms of Sale for the 2021 Tax-Forfeited and Direct County land sale on Friday, October 22, 2021 at 10:00 A.M. in the Boardroom of the Itasca County Courthouse.
13. Itasca County has been granted an easement by private landowners for forest management access; item is informational only, no action needed.
14. Adopt the Resolution Re: Authorizing Execution of Limited Use Permit #3107-0032 between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.
15. Approve the request to utilize the Recorders Compliance Fund for the purchase of a new 2022 snowmobile in an amount not to exceed \$12,500.

VI. REGULAR AGENDA

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

Farewell to Steve Snyder whose last day as Deputy Sheriff/Road Deputy will be September 5, 2021 after 10 years of service.

Farewell to Tina Glorvigen whose last day as a Social Worker – Home & Community Based, Public Health Division will be September 14, 2021 after 22+ years of service.

Farewell to Mike Liebel whose last day as a Deputy Sheriff/Road Deputy will be September 7, 2021 after 30 years of service.

Farewell to Terry Grozdanich whose last day as a Highway Maintenance Worker, Road & Bridge Division will be September 10, 2021 after 31+ years of service.

Congratulations to Jason Johnson who was promoted from Eligibility Specialist to Financial Assistance Supervisor, Family Services Division, Health & Human Services Department, effective August 15, 2021.

Farewell to Darin Shevich whose last day as a Deputy Sheriff/Sergeant will be August 9, 2021 after 25+ years of service.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of August 27, 2021 in the amount of \$1,499,483.43.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for August 2021, in the amount of \$1,276,865.39.

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

5. Gambling Permit

Motion To: Approve a Premises Permit Application for gambling, as requested by VFW Post 1720, to conduct lawful gambling at Blueberry Bowl, 44919 Golf Course Road, Deer River, MN 56636.

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

6. COVID-19 Update

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. County Based Purchasing (IMCare) Division Update/Presentation
 QI/UM Director Amber Silliman provided a County Based Purchasing (IMCare) Division update, including information regarding the 2021 Population Health Management (PHM) Impact Analysis Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Joint Powers Agreement between Itasca County Sheriff's Office and Bovey and Coleraine Police Departments

Motion To: Authorize the County Administrator and Board Chair to sign the Joint Powers Agreement (JPA) between the Sheriff's Office and Bovey and Coleraine Police Departments.

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

10. Minnesota Housing and Finance Agency Family Homelessness Prevention and Assistance Program

Motion To: Adopt the Resolution Re: Approving Application for Minnesota Housing and Finance Agency Family Homeless Prevention and Assistance Program, which authorizes KOOTASCA Community Action, Inc. as an entity to be charged with the administration of funds made available through the program in Itasca County.

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

11. CEDA Update and Contract Discussion

Community and Economic Development Associates (CEDA) representatives Sarah Carling and Cris Gastner provided an update regarding community and economic development projects within Itasca County and provided information regarding the 2022 contract.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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12. IRRRB Recreational Trails Grant Application

Motion To: Adopt the Resolution Re: Nashwauk Mountain Bike Trail Planning IRRRB Recreational Trails Grant Application and authorized necessary signatures.

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

VII. COMMISSIONER COMMENTS

RECESS

Chair Ives recessed the meeting at 3:50 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:59 PM, with all members present, except Trunt absent.

VIII. CLOSED SESSIONS

1. Closed Session Re: Labor Negotiations

Motion To: Go into Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

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

Others Present: Human Resources Director Lynn Hart, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

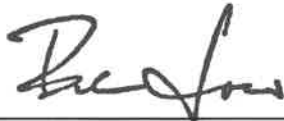
Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Ives adjourned the meeting at 4:18 PM.

ATTEST

Burl Ives
Chair of the County Board



Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

RESOLUTION 2021-48

RE: AUTHORIZING AND FIXING THE TERMS OF SALE

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

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

NOW THEREFORE BE IT RESOLVED, that the Notice of Tax-Forfeited Land And Direct County Land Sale be given by publication in the official newspaper of the County as provided by law, that the County Auditor of Itasca County offer such parcels of land for sale in the order in which they appear in said Notice of Sale and that such sale shall commence at 10:00 A.M. on October 22, 2021 in the Itasca County Board Room, Itasca County Courthouse, Grand Rapids, MN.

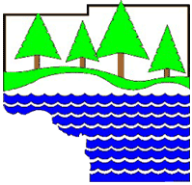
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

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 24th day of August 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 24th day of August A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

RESOLUTION 2021-49

RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT #3107-0032 BETWEEN ITASCA COUNTY AND THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA

WHEREAS, the Itasca County Board of Commissioners adopted Resolution #2017-67 regarding the limited use permit #3107-0022 by the Commissioner of Transportation, State of Minnesota, for the Bowstring Connection Snowmobile Trail on December 12, 2017; and

WHEREAS, the Itasca County Land Department, in coordination with the Bushwackers Snowmobile Club will construct, maintain, and operate a snowmobile trail in the right of way of Trunk Highway #6; and

WHEREAS, the Itasca County Board of Commissioners wishes to enter into the amended agreement with the Minnesota Department of Transportation providing for the limited use of certain right of way of Trunk Highway #6; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway #6; and

WHEREAS, the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into the amended agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein of certain right of way of Trunk Highway #6.

NOW THEREFORE, BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby authorize the County Board Chairman and County Administrator to sign any and all documents with the limited use permit agreement and amendments thereto.

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

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 24th day of August 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 24th day of August A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

RESOLUTION 2021-50

RE: APPROVING APPLICATION FOR MINNESOTA HOUSING AND FINANCE AGENCY FAMILY HOMELESS PREVENTION AND ASSISTANCE PROGRAM

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota has been authorized to undertake a program to provide funds for Family Homeless Prevention & Assistance Projects; and

WHEREAS, KOOTASCA Community Action, Inc. on behalf of households who are homeless or at risk of homelessness in Itasca County, has developed an application for the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program; and

WHEREAS, KOOTASCA Community Action, Inc., has demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program.

NOW THEREFORE BE IT RESOLVED, that KOOTASCA Community Action, Inc., is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program in the County of Itasca, in Minnesota.

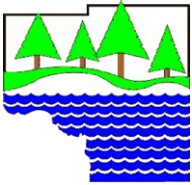
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

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 24th day of August 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 24th day of August A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

RESOLUTION 2021-51

RE: NASHWAUK MOUNTAIN BIKE TRAIL PLANNING IRRRB RECREATIONAL TRAILS GRANT APPLICATION

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Iron Range Resources and Rehabilitation Board (IRRRB) for the Recreational Trails Grant, and

WHEREAS, Itasca County is seeking funding to facilitate the planning of a mountain bike trail in Nashwauk on behalf of local mountain bike clubs, and

WHEREAS, a Recreational Trails grant is available to fund fifty (50) percent of the cost of projects under this grant, and

WHEREAS, Itasca County recognizes the fifty (50) percent match requirements for the IRRRB Recreational Trails grant, and that they will secure matching funds.

NOW THEREFORE BE IT RESOLVED, if Itasca County is awarded a grant by the IRRRB, Itasca County agrees to accept the grant award, and may enter into an agreement with the IRRRB for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that Jeff Walker, Itasca County Auditor/Treasurer, 123 NE 4th Street, Grand Rapids, MN 55744 be named as the fiscal agent for this project (or grant).

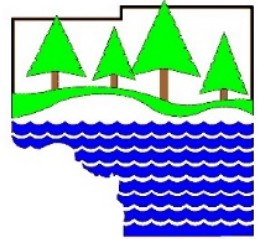
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

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 24th day of August 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 24th day of August A.D. 2021.

Administrator



August 24, 2021

Chair:

PULL:

1. Item #6.8 – Request for Grader Replacement

ADDITIONS:

1. IRRRB Recreational Trails Grant Application – Item #6.12

CHANGES:

1. Item #6.4 should read as follows:
Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for August 2021, in the amount of \$1,276,865.39.

INFORMATIONAL:

1. Item #6.4 – Additional Information
2. Item #6.6 – Additional Information

Amanda



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, August 17, 2021

2:30 PM

Itasca County Boardroom

DRAFT

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 10, 2021 County Board Special Session and the Tuesday, August 10, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Addendum to the lease agreement between Itasca County and ISD 318 extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the addendum to the lease agreement.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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2. Approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc. extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the lease agreement.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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3. Approve the Purchase of Service Agreement between ICHHS and Kootasca for administration and monitoring activities related to Housing Support Funds.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

4. Approve the Purchase of Service Agreement between ICHHS and Northland Counseling Center for administrative and monitoring activities related to Housing Support Funds.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

5. Approve the IMCare Q2 2021 Financial Statements.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

6. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Northern Tranquility Mental Health Services.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

7. Authorize the Itasca County Transportation Department to acquire Highway Easement for County State Aid Highway 7 across Tax Forfeit Parcel #97-022-4202 in the Northwest Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

8. Authorize the required signatures on the Sponsor Agreement with Harris Township for the Local Road Improvement Project on Sunny Beach Road.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

9. Approve the Change in Allocation of the Transportation Department's Traffic/GIS Technician position to an Engineering Technician position.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

10. Approve final payment for Contract 59830, a bridge replacement project on CR 438, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

11. Award demolition contract to American Disposal for \$31,500.00 to be paid from Land Commissioner account 12-600, and authorize necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

12. Adopt the Resolution RE: Authorizing and Fixing the Terms of Sale for the 2021 Tax-Forfeited and Direct County land sale on Friday, October 22, 2021 at 10:00 A.M. in the Boardroom of the Itasca County Courthouse.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

13. Itasca County has been granted an easement by private landowners for forest management access; item is informational only, no action needed.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

14. Adopt the Resolution Re: Authorizing Execution of Limited Use Permit #3107-0032 between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.

RESULT: **RECOMMENDED FOR CONSENT** **NEXT: 08/24/2021 2:30 PM**

15. Approve the request to utilize the Records Compliance Fund for the purchase of a new 2022 snowmobile in an amount not to exceed \$12,500.

RESULT: RECOMMENDED FOR CONSENT NEXT: 08/24/2021 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input
No citizen input provided.
2. Introduction of New Leech Lake Band of Ojibwe Government Affairs Representative
No introduction provided due to a scheduling issue. This item will be rescheduled for an upcoming meeting.
3. Request for Grader Replacement
Maintenance Engineer Kory Johnson provided information regarding the request to purchase a grader replacement.

RESULT: RECOMMENDED FOR REGULAR NEXT: 08/24/2021 2:30 PM

4. Bid Award for Contract 90011 – Deer River Safe Routes to School – Multi Use Trail Improvements

Motion To: Award SAP 031-090-011 Deer River Safe Routes to School Multi Use Trail construction to the lowest responsible bidder, TNT Construction Group, LLC in the amount of \$457,827.00 and authorize the required signatures on the contract documents.

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

5. KOOTASCA Community Action Cares Act Grant Report
KOOTASCA Community Action (KCA) representatives Isaac Meyer and Alice Moren provided a report regarding use of the \$85,000 CARES Act grant received last fall.

RESULT: INFORMATIONAL - NO ACTION TAKEN

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Minnesota Association of RC&D groups meeting and County Board Special Session Re: American Rescue Plan (ARP) Funds, as well as a Keewatin resident meeting regarding possible formation of an ATV Club and trail.

Commissioner Tinquist reported on his attendance of recent Labor Negotiations and Jail Committee meetings, as well as a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney and Senior Day at the Pavilion event.

Commissioner Trunt reported on his attendance of recent Fair Committee, Itasca County Township Association (ICTA), and Tri-County Community Health Board meetings.

Commissioner Snyder reported on his attendance of a recent Federal EDA Funding meeting and various township meetings.

Commissioner Ives reported on his attendance of recent Trails Task Force, Community and Economic Development Associates (CEDA), Itasca Economic Development Corporation (IEDC), and Labor Negotiations meetings.

VIII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including information regarding the Correctional Facility/Courts construction project.

IX. COMMISSIONER COMMENTS**RECESS**

Chair Ives recessed the meeting at 3:20 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:25 PM, with all members present.

X. CLOSED SESSIONS

1. Closed Session Pursuant to MN Statutes 13D.05, Subd. 3(b) Re: Itasca County Employees Association (ICEA) Dispute

Motion To: Go into Closed Session pursuant to MN Statutes 13D.05, Subd. 3(b) based upon Attorney Client Privilege for status update regarding binding arbitration and subsequent appeal decisions regarding a dispute with the Itasca County Employees Association (ICEA).

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

Others Present: County Attorney Matti Adam, Labor Attorney Jennifer Moreau (via telephone), and County Administrator Brett Skyles.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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XI. ADJOURN

Chair Ives adjourned the meeting at 3:36 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, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1723

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Addendum to the Lease Agreement Between Itasca County and ISD 318

BOARD ACTION REQUESTED:

Approve the Addendum to the lease agreement between Itasca County and ISD 318 extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the addendum to the lease agreement.

BACKGROUND:

There is currently a lease in place between Itasca County and ISD 318 for space at the IRC Building, for the term of three (3) years from April 1, 2018. The Addendum covers an extension to this lease, extending it through June 30, 2022. ISD 318 will be leasing 4,444 total square feet of space within the Itasca Resource Center. They will pay \$13.00 a square foot. The lease dollars will go into the IRC Building Fund. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2018 Lease between Itasca County and ISD 318 FULLY EXECUTED
2. ISD 318 Addendum 2022

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

Lease Between Itasca County and Independent School District # 318

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Independent School District # 318, hereinafter referred to as LESSEE.

LESSEE: Independent School District #318's mission is dedicated to providing education within the district and is a public entity.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. LEASED PREMISES

LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

Up to 5,380 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

	Room Number	Square Footage
Classroom	138	936
Classroom	142	936
Classroom	149	848
Employee Break Room		90
Office	115	93
Office	116	93
Office	117	93
Office	112 & 113	555
Office	114A	260
Office	120 & 121	540
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		5,380 square feet

2. USE

LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. TERM

The term of the lease shall be three (3) years from the 1st of April, 2018 through the 31st of March, 2021, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. RENTS

- 4.01 The consideration for this Lease Agreement shall be the mutual benefit to both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a "one-stop" basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.
- 4.02 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor's report is available upon request.
- 4.03 In consideration for the use of said premises, LESSEE shall pay the LESSOR for 5,380 square feet of space at the rate of \$13.00 per square foot the sum of \$5,828.33 per month, payable on the 5th day of each month.
- 4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. TERMINATION

- 5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected

within such thirty (30) day period, LESSOR may, at LESSOR's option, declare this lease terminated.

- 5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE. LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.
- 5.03 This lease may further be terminated by the LESSOR or the LESSEE in the event that either party's governmental programs have a substantial decrease in funding or terminated upon giving thirty (30) days written notice.
- 5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

- 6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-conditioning, gas, sewer and water.
- 6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.
- 6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.
- 6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.
- 6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear

and tear.

6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE will allow janitorial staff in to begin cleaning daily at 3:00 PM, unless an exception is previously arranged with the LESSOR. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.

6.07 **Accessibility:**

- a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
- b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. DUTIES OF LESSEE

7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.

7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.

7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR. LESSEE for the benefit of the LESSOR shall require that any sublease, lease, contract or subcontract contain a provision that the Sub-Lessee or contracting party comply with Section 9 and the general terms of this Lease Agreement and that the sub-lessee or contracting party shall provide a certificate of insurance as proof of insurance as required herein

for the benefit of the Parties to this agreement. Any agreement under this provision shall be subject to the review of the Itasca County Attorney's Office.

- 7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.
- 7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.
- 7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

9.01 MUTUAL INDEMNIFICATION

- a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the

other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.

- b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

9.02 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 follows:

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

	<u>Limits</u>
General Aggregate	\$1,500,000
Products-Completed	
Operations Aggregate	\$1,500,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles \$1,500,000

- c. Workers' Compensation and Employer's Liability: Statutory Limits

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

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

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

LESSEE, its agents, or Lessee's contractors, shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with LESSOR to the attention of the Risk Manager/Safety Officer. The Certificate shall:

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

9.03 Any public entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth. Any private entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth except that the general aggregate limit shall be increased to \$3,000,000. Any sub-lease must be approved according to Section 7.03.

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

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

LESSEE: Independent School District #318
820 NW 1st Avenue
Grand Rapids, MN 55744

12. SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises

13. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

14. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR
Itasca County

By: 
Title: County Board Vice-Chair
Date: 03/27/2018

LESSEE
Independent School District #318

By: 
Title: BUSINESS MANAGER
Date: 3-21-18

ADDENDUM
to
Lease Agreement
Between Itasca County
and
Independent School District #318

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CURRENT LEASE AGREEMENT FOR SPACE AT THE ITASCA RESOURCE CENTER, CURRENTLY IN PLACE FOR THE TERM OF APRIL 1, 2018 THROUGH SEPTEMBER 30, 2021 BE EXTENDED OCTOBER 1, 2021 THROUGH JUNE 30, 2022:

Page 1, **LEASED PREMISES**, are as follows:

	Room Number	Square Footage
Classroom	138	936
Classroom	149	848
Employee Break Room		90
Office	115	93
Office	116	93
Office	117	93
Office	112 & 113	555
Office	114A	260
Office	120 & 121	540
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		4,444 square feet

Page 2, **RENTS**, Section 4.03 are as follows:

4.03 a. In consideration for the use of said premises, LESSEE shall pay the LESSOR for 4,444 square feet of space at the rate of \$13.00 per square foot for the sum of \$4,814.33 per month, payable on the 5th day of each month.

All other descriptions remain unchanged in the 2018 Lease Agreement.

AND THAT THE PARTIES HEREIN WILL HONOR THESE SAME TERMS AND AGREEMENTS DESCRIBED.

APPROVED:

Chairperson, Itasca County Board

Date

Director of Lessee Agency

Date

Director, Itasca County Health & Human Services

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1724

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Lease Addendum Between Itasca County and Kootasca Community Action

BOARD ACTION REQUESTED:

Approve the Addendum to the Lease Agreement between Itasca County and Kootasca Community Action, Inc. extending the current lease for the time period of 10/01/2021 - 06/30/2022 and authorize the County Board Chair to sign the lease agreement.

BACKGROUND:

Kootasca Community Action, Inc will be leasing 5,290 total square feet of space within the Itasca Resource Center. They will pay \$13.00 a square foot, the lease dollars will go into the IRC Building Fund. ICHHS recommends approval.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2018 Lease between Itasca County and Kootasca FULLY EXECUTED
2. Kootasca Addendum 2022

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

Lease Between Itasca County and Kootasca Community Action, Inc.

SYNOPSIS

This Lease Agreement is made by and between Itasca County hereinafter referred to as LESSOR; and Kootasca Community Action, Inc., hereinafter referred to as LESSEE.

LESSEE: Kootasca Community Action, Inc.'s mission is dedicated to helping people recognize their strengths, build for the future, and celebrate their diversity, and is a public entity under Minnesota Statute 466.01.

LESSOR: Itasca County is a political subdivision of the State of Minnesota. As such, Itasca County is empowered to carry out the governmental program of providing services under Minnesota Statute 373.01 subdivision 1 (4).

Itasca County is empowered to purchase, lease, rent, and maintain as a political subdivision of the State of Minnesota under Minnesota Statute 373.01.

Witnesseth: LESSOR and LESSEE, in consideration of the rents, covenants and considerations hereinafter specified, do hereby agree with the other as follows:

1. LEASED PREMISES

LESSOR grants and LESSEE accepts the lease of the following described Leased Premises located in the City of Grand Rapids, County of Itasca, Minnesota, to-wit:

Up to 4,354 total square feet in the building known as Itasca Resource Center located at 1209 SE 2nd Avenue, Grand Rapids, Minnesota.

	Room Number	Square Footage
Classroom	134	936
Classroom	140	936
Classroom	145	832
Employee Break Room		90
Office	118 & 119	448
Office – TAPP	238	176
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		4,354 square feet

LESSOR shall in addition to the premises leased listed above, lease to LESSEE approximately 8,352 square feet adjacent to and on the northeast outside perimeter of the Itasca County Resource Center building located at 1209 SE Second Avenue, Grand Rapids, MN to be used as a playground. Said area is further identified and described as being a fenced area adjacent to the IRC building.

LESSEE in consideration of the agreements herein agrees to lease said additional premises without the payment of additional rent. LESSOR shall be responsible and pay for the maintenance said additional leased premises as a playground to be maintained at a standard that complies with all Statutes, rules and regulations pertaining to playgrounds. On a monthly basis, LESSEE will provide to LESSOR a certification that they have conducted all maintenance and safety audits required by statute, law or rules to a representative of Itasca County as designated by the County.

2. USE

LESSEE shall use and occupy the Leased Premises for its programs and services and for no other purpose.

3. TERM

The term of the lease shall be two (2) years and eleven (11) months from the 1st of May, 2018 through the 31st of March, 2021, subject to termination by LESSOR during the term thereof upon six (6) month written notice to LESSEE.

4. RENTS

- 4.01 The consideration for this Lease Agreement shall be the mutual benefit to both parties of this Lease Agreement in so far as the collaborative is committed to improving access, delivery, and programming services to young children and families and individuals on a "one-stop" basis through collaboration and cooperation of the agencies involved in order to serve area residents in a more efficient and feasible manner.
- 4.02 LESSOR represents and warrants that it is solely entitled to all of the rents payable under the terms of this Lease Agreement and that it is a solvent organization. A complete auditor's report is available upon request.
- 4.03 In consideration for the use of said premises, LESSEE shall pay the LESSOR for 4,354 square feet of space at the rate of \$11.75 per square foot the sum of \$4,263.29 per month, payable on the 5th day of each month for the time period of May 1st, 2018 through December 31st, 2018. Effective January 1st, 2019 through March 31st, 2021 the LESSEE shall pay the

LESSOR for 4,354 square feet of space at the rate of \$13.00 per square foot the sum of \$4,716.83 per month, payable on the 5th day of each month.

- 4.04 The building base operation costs will be reviewed on an annual basis with annual rents adjusted based on actual costs. Building base operating costs are those costs necessary and incidental to operating and maintaining the IRC building and related premises and shall include, but not be limited to, maintenance, cleaning, utilities, heating, cooling ventilation, lighting, restrooms, janitorial service, trash removal, recycling, snow removal, maintenance supplies, insurance and reserves.

LESSEE shall have the quiet enjoyment of the Leased Premises during the full term of this Lease Agreement and any extension of renewal thereof.

5. TERMINATION

- 5.01 In the event that LESSEE shall fail to fulfill its obligations as set forth in this lease, LESSOR shall notify LESSEE in writing setting forth the specific lease term in default. LESSEE shall then be allowed thirty (30) days to cure such default. In the event that such default is not corrected within such thirty (30) day period, LESSOR may, at LESSOR's option, declare this lease terminated.
- 5.02 LESSEE covenants that upon the termination of this Lease Agreement by lapse of time or otherwise, it shall remove its personal property and vacate and surrender possession of the Leased Premises to LESSOR in as good a condition as when LESSEE took possession, ordinary wear and damage by the elements expected. Any equipment, trade fixtures or furniture installed by LESSEE shall remain the property of the LESSEE. LESSEE shall have the right to remove owned equipment at the expiration or termination of this Lease Agreement or any extension thereof.
- 5.03 This lease may further be terminated by the LESSOR or the LESSEE in the event that either party's governmental programs have a substantial decrease in funding or terminated upon giving thirty (30) days written notice.
- 5.04 If LESSEE defaults, improvements to building will be forfeited as well as grant monies.

6. DUTIES OF LESSOR

- 6.01 **Utilities:** LESSOR shall bear the cost of heat, electricity, air-

conditioning, gas, sewer and water.

- 6.02 **Common Areas:** LESSOR shall provide sufficient light, heat and maintenance to the common areas and public access areas to the Leased Premises, so that such areas shall be safe and reasonably comfortable.
- 6.03 **Snow Removal:** LESSOR shall keep the public sidewalks adjacent to the building and any sidewalks leading from the public sidewalks to the building free from snow, ice and debris.
- 6.04 **Maintenance:** LESSOR shall maintain in working condition all appurtenances within the scope of this Lease Agreement, including the maintenance of proper plumbing, wiring, heating and cooling devices and ductwork.
- 6.05 **Repairs:** LESSOR shall make such necessary repairs so as to continue to provide all such services appurtenances as are required by this Lease Agreement provided, however, that LESSOR shall not be responsible for repairs upon implements or articles which are the personal property of the LESSEE, nor shall LESSOR bear the expense of repairs to the Lease Premises necessitated by damage caused by LESSEE beyond normal wear and tear.
- 6.06 **Janitorial and Trash Removal:** LESSOR shall provide janitorial services and trash removal at LESSOR'S expense. LESSEE will allow janitorial staff in to begin cleaning daily at 3:00 PM, unless an exception is previously arranged with the LESSOR. LESSEE shall be responsible for the day-to-day maintenance of storage facilities and surface areas at its expense.
- 6.07 **Accessibility:**
- a. LESSOR agrees to provide and maintain the Leased Premises and building of which the Leased Premises are a part with accessibility and facilities meeting code requirements for handicapped persons, pursuant to all applicable laws, rules, ordinances and regulations as issued by any federal, state or local political subdivisions having jurisdiction and authority in connection with the property.
 - b. In the event of LESSOR'S failure to take steps to so comply within sixty (60) days following its receipt of notice of any such noncompliance, LESSEE, as its sole remedy, shall have this option to terminate this Lease Agreement within sixty (60) days prior to written notice to LESSOR.

7. DUTIES OF LESSEE

- 7.01 LESSEE shall allow access to the Leased Premises by LESSOR or its authorized representatives at any reasonable time during the life of this Lease Agreement for any purpose within the scope of this Lease Agreement.
- 7.02 LESSEE shall not use the Leased Premises at any time for any purpose forbidden by law or contrary to the requirements of the Minnesota Commissioner of Finance relative to the Leased Premises.
- 7.03 LESSEE shall not assign, sublet or otherwise transfer its interest in this Lease Agreement without the prior written consent of LESSOR. LESSEE for the benefit of the LESSOR shall require that any sublease, lease, contract or subcontract contain a provision that the Sub-Lessee or contracting party comply with Section 9 and the general terms of this Lease Agreement and that the sub-lessee or contracting party shall provide a certificate of insurance as proof of insurance as required herein for the benefit of the Parties to this agreement. Any agreement under this provision shall be subject to the review of the Itasca County Attorney's Office.
- LESSOR authorizes the LESSEE to sublease the playground premises to Independent School District #318. The Sub-Lessee must be required to comply with the provisions of Section 9.
- 7.04 LESSEE shall make no alterations, additions, or changes in the Leased Premises without the advance written consent of LESSOR. All alterations, additions, improvements and fixtures, which may be made or installed by LESSOR upon the Leased Premises and which in any manner are attached to the floors, walls, or ceilings, at the termination of this lease shall remain the property of LESSOR.
- 7.05 LESSEE shall be responsible for the payment of all costs associated with its telephone service to the Leased Premises.

- 7.06 On an annual basis, LESSEE shall furnish to LESSOR an initial program evaluation report and an annual budget including projected revenue and expenditure forecast.

8. DESTRUCTION OF PREMISES

In the event the Leased Premises are damaged or destroyed by fire or other casualty, LESSOR shall with reasonable diligence, repair such damage and restore the Leased Premises to substantially, its condition at the time LESSEE took possession at the commencement of the term thereof, subject to delays which may arise by reason of adjustment of loss under insurance policies and delays beyond the reasonable control of LESSOR; and to the extent the Leased Premises are rendered untenable, the rent shall abate proportionately except that there shall be no abatement of rent in the event such damage was caused by or contributed by the act, fault or neglect of LESSEE, its employees or agents; if it is impractical to restore the Leased Premises, LESSOR may terminate this Lease Agreement and the rent shall be adjusted to the date of damage. LESSOR must notify LESSEE of its intentions within thirty (30) days of the damage and, if the intent is to restore, must start restoration within sixty (60) days of the damage and complete restoration within ninety (90) days thereafter or LESSEE reserves the right to terminate this Lease Agreement.

9. INSURANCE LIABILITY

9.01 MUTUAL INDEMNIFICATION

- a. Each party shall be liable for its own acts to the extent provided by law and hereby agrees to indemnify, hold harmless and defend the other, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the other, its officers and employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Contract.
- b. It is understood and agreed that the County's liability shall be limited by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law.

9.02 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 follows:

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

	<u>Limits</u>
General Aggregate	\$1,500,000
Products-Completed	
Operations Aggregate	\$1,500,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

- b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles \$1,500,000
- c. Workers' Compensation and Employer's Liability: Statutory Limits
- d. Employer's Liability
- | | |
|--------------------------|-----------|
| Bodily injury by: | |
| Accident - Each Accident | \$500,000 |
| Disease - Policy Limit | \$500,000 |
| Disease - Each Employee | \$500,000 |

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

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

LESSEE, its agents, or contractors of Lessee, shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with LESSOR to the attention of the Risk Manager/Safety Officer. The Certificate shall:

- a. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the Exhibit for all liability

coverage except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

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

9.03 Any public entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth. Any private entity Sub-Lessee must provide the same indemnification and insurance requirements hereinabove set forth except that the general aggregate limit shall be increased to \$3,000,000. Any sub-lease must be approved according to Section 7.03.

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

10. BUILDING ACCESS

LESSOR shall provide LESSEE with access to the Leased Premises during the term of this Lease.

11. NOTICES

All notices, or communications between LESSOR and LESSEE shall be deemed sufficiently given or rendered in writing and delivered to either party personally or sent by registered or certified mail addressed as follows:

LESSOR: Itasca County Health and Human Services
1209 SE 2nd Ave
Grand Rapids, MN 55744

LESSEE: Kootasca Community Action, Inc.
201 NW 4th Street
Suite # 130
Grand Rapids, MN 55744

12. SIGNS

LESSEE agrees to obtain LESSOR'S prior written approval of all signs including lettering and other advertising media upon the exterior of the Leased Premises

13. ACCESS TO PREMISES

LESSOR shall have the right to enter upon the Leased Premises at reasonable hours for the purpose of inspecting the same or making repairs, additions, or alterations thereof or to the building in which the same are located. LESSOR further reserves the right to enter the Leased Premises at any time in the event of any emergency.

14. ARBITRATION

All claims, counterclaims, disputes and other matters in question between the parties arising out of or relating to this Agreement or the breach thereof will be decided by arbitration. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement.

LESSOR

Itasca County

By: 

Title: County Board Chair

Date: 5/15/2018

LESSEE

Kootasca Community Action, Inc.

By: 

Title: Executive Director

Date: 4-30-18

ADDENDUM
to
Lease Agreement
Between Itasca County
and
Kootasca Community Action, Inc.

WE THE PARTIES HERETO, AGREE THAT THE TERMS AND AGREEMENT OF THE CURRENT LEASE AGREEMENT FOR SPACE AT THE ITASCA RESOURCE CENTER, CURRENTLY IN PLACE FOR THE TERM OF MAY 1, 2018 THROUGH SEPTEMBER 30, 2021 BE EXTENDED OCTOBER 1, 2021 THROUGH JUNE 30, 2022:

Page 1, **LEASED PREMISES**, are as follows:

	Room Number	Square Footage
Classroom	134	936
Classroom	140	936
Classroom	142	936
Classroom	145	832
Employee Break Room		90
Office	118 & 119	448
Office – TAPP	238	176
Shared Kitchen	128	443
Shared Space	123	60
Shared Space	132	433
		5,290 square feet

Page 2, **RENTS**, Section 4.03 are as follows:

- 4.03 a. In consideration for the use of said premises, LESSEE shall pay the LESSOR for 5,290 square feet of space at the rate of \$13.00 per square foot for the sum of \$5,730.83 per month, payable on the 5th day of each month.

All other descriptions remain unchanged in the 2018 Lease Agreement.

AND THAT THE PARTIES HEREIN WILL HONOR THESE SAME TERMS AND AGREEMENTS DESCRIBED.

APPROVED:

Chairperson, Itasca County Board

Date

Director of Lessee Agency

Date

Director, Itasca County Health & Human Services

Date



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1706

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Terri Friesen

AGENDA ITEM:

Kootasca CLI (Community Living Infrastructure) Grant Purchase of Service Agreement

BOARD ACTION REQUESTED:

Approve the Purchase of Service Agreement between ICHHS and Kootasca for administration and monitoring activities related to Housing Support Funds.

BACKGROUND:

This agreement will be funded by the Community Living Infrastructure (CLI) Grant that was approved at the June 1, 2021 work session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. KOOTASCA CLI 2021-2023

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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

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 **KOOTASCA Community Action**, hereafter referred to as the "Contractor", enter into this Agreement for the period from **07/01/2021 THROUGH 6/30/2023**.

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 Housing Resource Specialist activities 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 201 NW 4th St. Suite 130, 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:
 - **Housing Resource Specialist activities for people with disabilities and low incomes.**
2. The total amount to be paid for purchased services described in "A.1." shall not exceed **\$52,000.**

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 mentioned 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 201 NW 4th St. Suite 130, Grand Rapids, MN 55744 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)

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

DATED _____

BY _____
(Director, Contracting Agency)

DATED _____

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1707

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Terri Friesen

AGENDA ITEM:

Northland Counseling Center Housing Resource Specialist Purchase of Service Agreement

BOARD ACTION REQUESTED:

Approve the Purchase of Service Agreement between ICHHS and Northland Counseling Center for administrative and monitoring activities related to Housing Support Funds.

BACKGROUND:

This agreement will be funded by the Community Living Infrastructure (CLI) Grant that was approved at the June 1, 2021 work session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Northland Counseling Center CLI 2021-2023

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

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 Northland Counseling Center, Inc., 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 Housing Resource Specialist activities 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 215 SE 2nd Avenue, 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:
 - **Housing Resource specialist activities for people with disabilities and low incomes.**
2. The total amount to be paid for purchased services described in "A.1." shall not exceed **\$ 65,000.**

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 into 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 **215 SE 2nd Avenue, Grand Rapids, MN, 55744** 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)

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

DATED _____

BY _____
(Director, Contracting Agency)

DATED _____

BY _____
(Chairperson, Board of Contracting Agency)

DATED _____



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1702

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

Review and Approval of IMCare Q2 2021 Financial Statements

BOARD ACTION REQUESTED:

Approve the IMCare Q2 2021 Financial Statements.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. IMCare 2021 Q2 NAIC Statement

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1722

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

IMCare Provider Participation Agreement with Northern Tranquility Mental Health Services

BOARD ACTION REQUESTED:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Northern Tranquility Mental Health Services.

BACKGROUND:

Authorize IMCare Director and County Board chair to sign the contract between IMCare and Northern Tranquility Mental Health Services, which is a behavioral health provider.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Provider Participation Agreement 2020 - 10.01.17
2. PPA Signature Page - Northern Tranquility Mental Health Services

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1697

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Joshua Falck

AGENDA ITEM:

Authorize Acquisition of Highway Easement Across Tax Forfeit Lands for CSAH 7 (SAP #031-607-031)

BOARD ACTION REQUESTED:

Authorize the Itasca County Transportation Department to acquire Highway Easement for County State Aid Highway 7 across Tax Forfeit Parcel #97-022-4202 in the Northwest Quarter of the Southeast Quarter, Section 22, Township 56 North, Range 24 West.

BACKGROUND:

SAP #031-607-031 is scheduled for 2022. The project will reconstruct that portion of CSAH 7 running through Tax Forfeit Parcel #97-022-4202.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. RBA_TAXF_031-607-031_Exhibit

08/17/2021

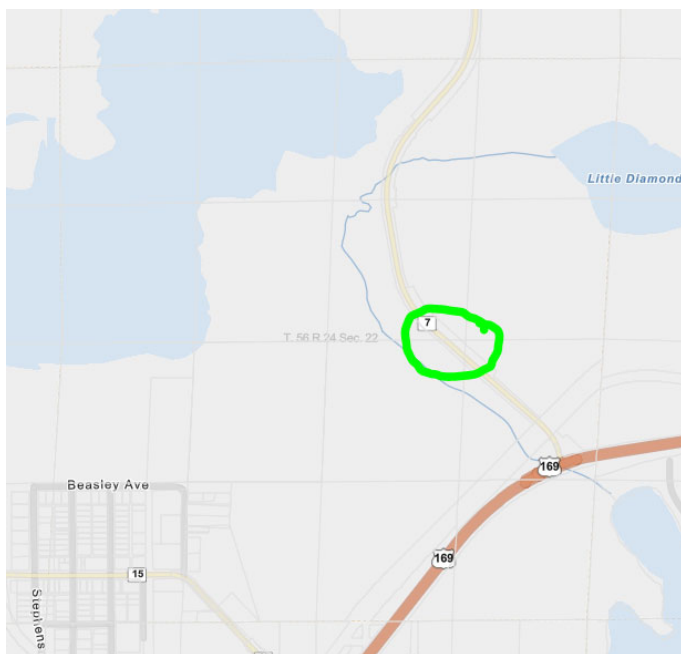
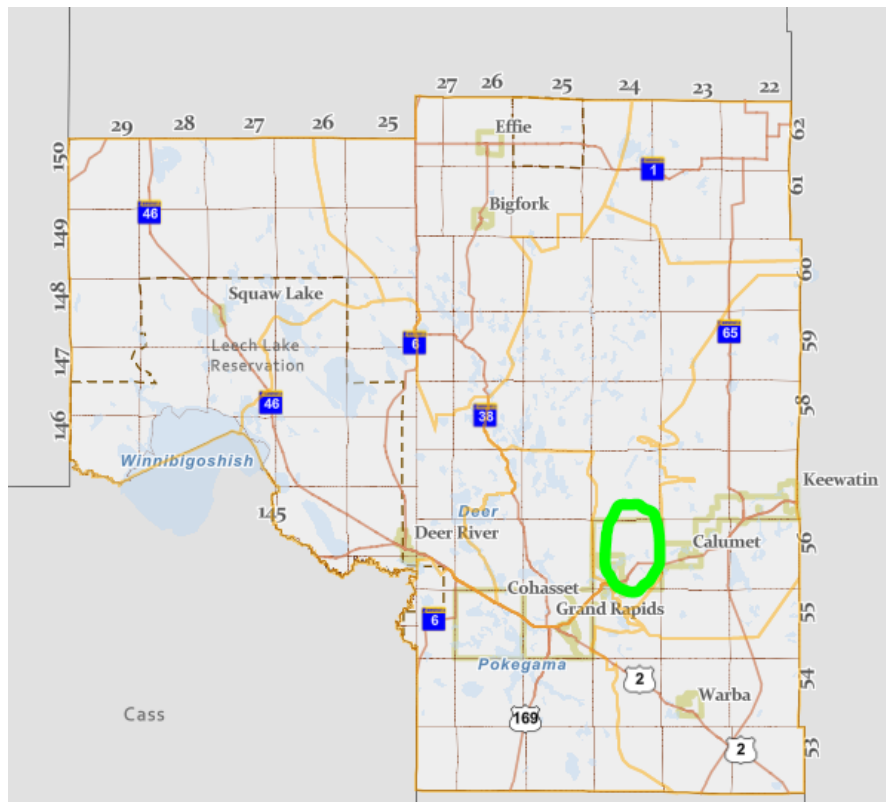
RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

- RBA EXHIBIT -

Acquire Easement Across Tax Forfeit Property for County State Aid Highway 7

(SAP 031-607-031)





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1701

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Karin Grandia

AGENDA ITEM:

Agreement with Harris Township for LRIP on Sunny Beach Road

BOARD ACTION REQUESTED:

Authorize the required signatures on the Sponsor Agreement with Harris Township for the Local Road Improvement Project on Sunny Beach Road.

BACKGROUND:

Harris Township was awarded a Local Road Improvement grant for the rehabilitation of a portion of the Sunny Beach Road. The state requires a sponsor for Townships to receive these funds and Itasca County previously agreed to be their sponsor.

This agreement outlines the project and financial responsibilities for the rehabilitation of a portion of the Sunny Beach Road. The Local Road Improvement grant is in the amount of \$1,250,000. The remainder of the costs are estimated at \$333,360 and will be paid for by Harris Township. The City also agrees to cover any additional costs not covered by the grants.

Harris Township approved this agreement at their July 28, 2021 board meeting.

This agreement is similar to previous agreements we have used in the past which were approved by the County Attorney.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Sponsor Agreement

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

SPONSOR AGREEMENT

THIS AGREEMENT is between the Township of Harris hereinafter referred to as the "Township", and Itasca County, a duly organized county within the State of Minnesota, hereafter referred to as the "County" in accordance with the authority conferred by Minnesota Statute 164.03, Subdivision 2..

WHEREAS, the Township has applied for a Local Road Improvement Program (LRIP) Grant through the Minnesota Department of Transportation (MnDOT) for the rehabilitation of a portion of the Sunny Beach Road from CSAH 64 to Adair Road, hereafter referred to as the "Project" and,

WHEREAS, the Construction for the Project is identified as S.A.P. 031-592-001 and is eligible for the expenditure of LRIP funds. The LRIP portion of the funding for construction is estimated at \$1,250,000. The local portion, which shall be provided for by the Township, is estimated to be \$333,360 for a total project cost of \$1,583,360. The Township agrees to pay any additional amount by which the construction and engineering exceeds the estimate, and,

WHEREAS, the State of Minnesota Department of Transportation requires the County to act as the fiscal agent and contract administrator for the State of Minnesota in administering LRIP Grant funds for the Project, and,

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the Project, the parties hereby agree to the following:

1. The Township shall prepare a plan for construction of the Project, hereafter referred to as the "Plan". The Plan and specification for the Project shall be in accordance with the current edition of Minnesota Department of Transportation "Standard Specifications for Construction" and Itasca County boiler plate bid documents.
2. If required, the Township shall obtain any necessary permits and environmental statements as required by law for completion of the Project, including but not limited to, permits and statements required by the Minnesota Pollution Control Agency, U.S. Army Corp. of Engineers and the Department of Natural Resources. The Township shall bear the cost of all permit fees. All pertinent permits shall be obtained prior to advertising for bids for the Project.
3. The Township shall acquire and pay the cost for all right-of-way and construction easements required for construction in accordance with the Plan.
4. The County shall assist the Township in preparation of bidding documents for the Plan.
5. The Township and County shall approve the Plan and specifications prior to the

County advertising for bids for the Project.

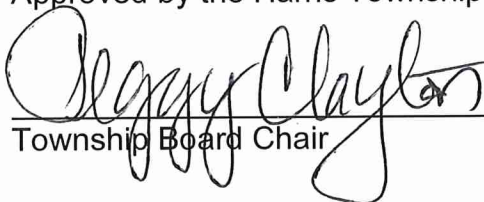
6. The County shall administer the bidding process, including, but not limited to, publishing the advertisement for bids, and awarding the Contract to the lowest responsible bidder, subject to concurrence by the Township.
7. The Township shall make the proposal package available to bidders, open bids and provide a bid tabulation to the County.
8. The Township shall be responsible for any costs not covered by the LRIP funds. The County shall not be responsible for any costs or overages associated with the Project.
9. In the event that the Township rejects all bids, the Township shall reimburse the County, if requested by the County, for all direct and administration costs incurred by the County to that date.
10. The Township shall employ an outside consultant to perform the Construction Engineering for the project, including but not limited to on-site field inspection, staking, materials testing, record keeping, as-builts and project close out. The Township shall report any observed deficiencies to the County immediately.
11. The County shall make all payments to the contractor and assist in the processing of the final payment documentation in accordance with current specifications.
12. The County will invoice the Township for reimbursement of eligible project costs, based on actual costs, not more than once each thirty (30) days. The Township shall reimburse the County within thirty (30) days of the invoice.
13. The County uses RT Vision's One Office project management software to manage projects. All Project related data shall be provided to the County through the One Office software.
14. The Township assumes full responsibility for the operation and maintenance of any facility constructed or improved by the Project.
15. The Township agrees that it shall indemnify, save, and hold harmless the County and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the Township's execution or performance of the work provided for herein. The Township further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein, subject to the limitations of Minnesota Statutes Ch. 466.
16. The County agrees that it shall indemnify, save, and hold harmless the Township

and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the County's execution or performance of the work provided for herein. The County further agrees to defend at its own cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein, subject to the limitations of Minnesota Statutes Ch. 466.

17. Any and all employees of the Township, while engaged in the performance of any work or service which the Township is specifically required to perform under this Agreement, will be considered employees of the Township only and not of the County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, will be the sole obligation of the Township.
18. Any and all employees of the County, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, will be considered employees of the County only and not of the Township, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, will be the sole obligation of the County.

HARRIS TOWNSHIP, MINNESOTA

Approved by the Harris Township Board this 28th day of July, 2021.


Township Board Chair


Township Board Member/Clerk

ITASCA COUNTY, MINNESOTA

Approved by the Itasca County Board this _____ day of _____, 2021.

By: _____
County Board Chair

Attest: County Administrator

Approved as to form this _____ day of _____, 2021.

By: _____

Itasca County Attorney



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1709

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Change in Allocation of Traffic/GIS Technician Position

BOARD ACTION REQUESTED:

Approve the Change in Allocation of the Transportation Department's Traffic/GIS Technician position to an Engineering Technician position.

BACKGROUND:

The Traffic/GIS Technician position is currently vacant. Upon review of the existing job description, the education and qualifications closely resemble the Engineering Technician job description. The Engineering Technician is a broad job description that allows employees to complete work in a variety of areas of the Transportation Department while allowing employees to "specialize" in an area. This is a benefit for both employee and employer as it allows both parties to use current skills of the employee while building and learning new skills for the future.

Traffic/GIS Technician - Grade 8
Engineering Technician I, II, III - Grade 6,7 or 9

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1731

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Rachel Metelak

AGENDA ITEM:

Contract 59830 - CR 438 Bridge Replacement Final Payment Request

BOARD ACTION REQUESTED:

Approve final payment for Contract 59830, a bridge replacement project on CR 438, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

BACKGROUND:

S & R Reinforcing, Inc. has completed the bridge reconstruction project on CR 438 and it is recommended that final payment be processed.

Bid Amount: \$644,697.95

Final Amount: \$655,225.21

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. CR 438 Closeout Packet for Board Approval
2. Certificate for Final Payment - Contract 59830 FULLY EXECUTED

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

Contract Number: 59830
Pay Request Number: 8

Project Number	Project Description
SP 031-598-030	CR 438 Bridge Replacement

Contractor: S & R Reinforcing, Inc. 44216 Tame Fish Lake Road Aitkin, MN 56431	Vendor Number: N/A Up To Date: 06/01/2021
--	--

Contract Amount

Original Contract	\$644,697.95
Contract Changes	\$0.00
Revised Contract	\$644,697.95

Funds Encumbered

Original	\$644,697.95
Additional	N/A
Total	\$644,697.95

Work Certified To Date

Base Bid Items	\$655,225.21
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$655,225.21

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$0.00	\$655,225.21	\$0.00	\$622,463.95	\$32,761.26	\$655,225.21
Percent: Retained: 0%			Percent Complete: 101.63%		

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

Approved By

Rachael Melby
County/City/Project Engineer

6/30/21
Date

Approved By S & R Reinforcing, Inc.

Christine
Contractor

6/28/2021
Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2020-07-07	\$146,173.31	\$7,308.67	\$138,864.64
2	2020-07-21	\$65,734.30	\$3,286.71	\$62,447.59
3	2020-08-04	\$82,489.25	\$4,124.46	\$78,364.79
4	2020-08-18	\$105,801.70	\$5,290.09	\$100,511.61
5	2020-09-01	\$163,620.81	\$8,181.04	\$155,439.77
6	2020-09-15	\$30,810.20	\$1,540.51	\$29,269.69
7	2020-10-06	\$60,595.64	\$3,029.78	\$57,565.86
8	2021-06-01	\$0.00	(\$32,761.26)	\$32,761.26

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
BB Non-Participating		\$126,912.44	\$0.00	\$120,566.82	\$6,345.62	\$126,912.44
BB Participating		\$528,312.77	\$0.00	\$501,897.14	\$26,415.63	\$528,312.77

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
Bridge Bonding	Bridge Bonding	\$5,253.00			\$105,060.09
County Preservation	County Highway Preservation	\$1,269.12			\$25,382.48
Federal	Federal	\$26,239.13			\$524,782.64

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2021.501	MOBILIZATION	LS	\$60,380.00	0.84	0	\$0.00	0.84	\$50,719.20
Base Bid	2	2101.501	CLEARING & GRUBBING	LS	\$3,958.00	1	0	\$0.00	1	\$3,958.00
Base Bid	3	2105.507	SELECT GRANULAR BORROW MOD 10% (CV) (P)	C Y	\$21.00	280	0	\$0.00	280	\$5,880.00
Base Bid	4	2106.507	EXCAVATION - COMMON (P)	C Y	\$7.80	492	0	\$0.00	492	\$3,837.60
Base Bid	5	2106.507	COMMON EMBANKMENT (CV) (P)	C Y	\$13.58	1438	0	\$0.00	1438	\$19,528.04
Base Bid	6	2118.509	AGGREGATE SURFACING CLASS 1	TON	\$21.00	559	0	\$0.00	650	\$13,650.00
Base Bid	7	2123.510	3.0 CU YD SHOVEL	HOUR	\$175.00	10	0	\$0.00	10	\$1,750.00
Base Bid	8	2123.510	DOZER	HOUR	\$175.00	10	0	\$0.00	10	\$1,750.00
Base Bid	9	2401.503	TYPE S (TL-4) BARRIER CONC (3S52) (P)	L F	\$120.70	246	0	\$0.00	246	\$29,692.20
Base Bid	10	2401.507	STRUCTURAL CONCRETE (3B52) (P)	C Y	\$1,021.84	85	0	\$0.00	85	\$86,856.40

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	11	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	LB	\$1.13	73090	0	\$0.00	73090	\$82,591.70
Base Bid	12	2401.601	STRUCTURE EXCAVATION	LS	\$14,909.00	1	0	\$0.00	1	\$14,909.00
Base Bid	13	2401.601	SLOPE PREPARATION	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
Base Bid	14	2401.618	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	S F	\$38.03	3827	0	\$0.00	3827	\$145,540.81
Base Bid	15	2402.502	FLOOR DRAIN TYPE B702 MODIFIED	EACH	\$535.00	4	0	\$0.00	4	\$2,140.00
Base Bid	16	2402.508	STRUCTURAL STEEL (3306) (P)	LB	\$3.64	530	0	\$0.00	530	\$1,929.20
Base Bid	17	2442.501	REMOVE EXISTING BRIDGE	LS	\$37,168.00	1	0	\$0.00	1	\$37,168.00
Base Bid	18	2452.502	C-I-P CONC TEST PILE 60 FT LONG 16"	EACH	\$7,060.00	2	0	\$0.00	2	\$14,120.00
Base Bid	19	2452.502	PILE POINTS 12"	EACH	\$240.75	8	0	\$0.00	8	\$1,926.00
Base Bid	20	2452.502	PILE POINTS 16"	EACH	\$337.05	10	0	\$0.00	10	\$3,370.50
Base Bid	21	2452.603	C-I-P CONCRETE PILING 12" (SpecBook 16 item used only for bid-history pricing)	L F	\$42.85	210	0	\$0.00	220.7	\$9,457.00
Base Bid	22	2452.603	C-I-P CONCRETE PILING 16" (SpecBook 16 item used only for bid-history pricing)	L F	\$70.55	400	0	\$0.00	459.2	\$32,396.56
Base Bid	23	2511.504	GEOTEXTILE FILTER TYPE 7	S Y	\$3.80	615	0	\$0.00	609	\$2,314.20
Base Bid	24	2511.507	RANDOM RIPRAP CLASS III	C Y	\$50.00	305	0	\$0.00	273	\$13,650.00
Base Bid	25	2563.601	TRAFFIC CONTROL	LS	\$6,000.00	0.84	0	\$0.00	0.84	\$5,040.00
Base Bid	26	2573.501	EROSION CONTROL SUPERVISOR	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
Base Bid	27	2573.503	SILT FENCE; TYPE MS	L F	\$3.25	1100	0	\$0.00	1180	\$3,835.00
Base Bid	28	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	L F	\$44.00	250	0	\$0.00	300	\$13,200.00
Base Bid	29	2573.503	FLOTATION SILT CURTAIN TYPE STILL WATER	L F	\$25.00	145	0	\$0.00	195	\$4,875.00
Base Bid	30	2575.501	TURF ESTABLISHMENT	LS	\$2,500.00	1	0	\$0.00	1	\$2,500.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	31	2575.504	TURF REINFORCEMENT MAT CATEGORY 3	S Y	\$16.50	300	0	\$0.00	300	\$4,950.00
Base Bid	32	2575.504	EROSION CONTROL BLANKETS CATEGORY 3N	S Y	\$2.00	2953	0	\$0.00	3900	\$7,800.00
Base Bid	33	2575.523	RAPID STABILIZATION METHOD 3	MGAL	\$10.00	24	0	\$0.00	24	\$240.00
Base Bid	34	2021.501	MOBILIZATION	LS	\$60,380.00	0.16	0	\$0.00	0.16	\$9,660.80
Base Bid	35	2563.601	TRAFFIC CONTROL	LS	\$6,000.00	0.16	0	\$0.00	0.16	\$960.00
Base Bid	36	2452.502	C-I-P CONC TEST PILE 45 FT LONG 12"	EACH	\$4,765.00	2	0	\$0.00	2	\$9,530.00
Base Bid	37	2011.601	CONSTRUCTION SURVEYING	LS	\$7,500.00	0.84	0	\$0.00	0.84	\$6,300.00
Base Bid	38	2011.601	CONSTRUCTION SURVEYING	LS	\$7,500.00	0.16	0	\$0.00	0.16	\$1,200.00
Base Bid Totals:								\$0.00		\$655,225.21

Project Category Totals

Project	Category	Amount This Request	Amount To Date
SP 031-598-030	NON PARTICIPATING	\$0.00	\$126,912.44
SP 031-598-030	PARTICIPATING	\$0.00	\$528,312.77

Contract Change Item Status

Project	CC	CC#	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:										\$0.00		\$0.00

Contract Total**\$655,225.21****Contract Change Totals**

Number	Description	Amount This Request	Amount To Date
1	The bridge replacement project is complete except for painting the railings. Due to unforeseen weather conditions this fall the Engineer has determined it is better to wait to paint the bridge until next summer, 2021. This is a no cost change order. The revised completion date is July 1, 2021.	\$0.00	\$0.00

Material On Hand Additions

Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

CERTIFICATE OF PERFORMANCE FORM

County of Itasca

Project No.: SAP 031-598-030
CR 438 – Bridge Replacement

Name of Contractor: S & R Reinforcing, Inc.

Contract No.: 59830

Total Value of Work: \$655,225.21

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

8-12-2021
Date

Karin Grandia
County Highway Engineer
Karin Grandia, P.E.

cc County Auditor
State Aid Engineer
County Highway Engineer

** Required for all State Aid and Federal Aid Projects

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SAP 031-598-030

County of Itasca

Contract No.: 59830

The County Board of Itasca County hereby recognizes that the work done by S & R Reinforcing, Inc. of Aitkin, MN, under contract with Itasca County, made and entered into on March 10, 2020, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

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

Dated: _____, 2021

Signed:

Chairman, Itasca County Board

Clerk to the County Board

CERTIFICATE FOR FINAL PAYMENT

State of Minnesota

Project No.: SAP 031-598-030

County of Itasca

Contract No.: 59830

The County Board of Itasca County hereby recognizes that the work done by S & R Reinforcing, Inc. of Aitkin, MN, under contract with Itasca County, made and entered into on March 10, 2020, relating to the furnishing of materials, and/or, the construction of the above-named project has been completed.

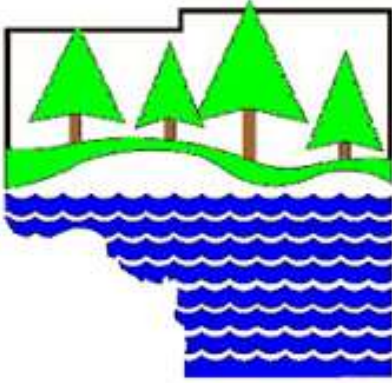
We hereby approve of the Engineer's Final Estimate hereto attached, including variations from the original plans, and hereby find the Contractor entitled to total compensation for said work according to said estimate.

Dated: August 24, 2021

Signed:


Chairman, Itasca County Board


Clerk to the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1730

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Michael Gibbons

AGENDA ITEM:

Award Contract for Tax Forfeit Demolition

BOARD ACTION REQUESTED:

Award demolition contract to American Disposal for \$31,500.00 to be paid from Land Commissioner account 12-600, and authorize necessary signatures.

BACKGROUND:

Parcel #18-420-0180 located at 16585 Budrow Avenue, Pengilly, MN went tax forfeit on October 31, 2020. This property was classified by the County Board as non-conservation and to dispose in March, 2021. The property is blighted and a public nuisance that needs clean-up prior to sale.

COUNTY ATTORNEY REVIEW: Yes

SUPPORTING DOCUMENTATION:

1. Service Contract Pengilly_Demo_2021

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

County of Itasca, Minnesota

Service Contract

A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 17th day of August, 2021, by and between the County of Itasca, herein called the “County,” and **American Disposal**, a corporation organized and existing under the laws of the State of Minnesota, located at **PO Box 368, Deer River, MN 56636**, herein called the “Vendor.”

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said Vendor, subject to the conditions, hereinafter set forth, the County shall purchase **CLEAN-UP & DEMOLITION** services from said Vendor, upon terms and at the agreed price(s), and the Vendor shall perform said services all in accordance with the specifications of County as set forth in the Special Conditions of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from August 31, 2021 through October 28 2021, inclusive. The Contract may be extended if provided for in the Special Conditions.

D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked Exhibit(s): **A**

E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent, is estimated to be **\$31,500.00** for the current term.

F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the Vendor during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

G.1 PAYMENT

- G.1.1 The County does hereby agree, to pay said Vendor as services are performed to the satisfaction of the County, or its duly authorized agent, full payments of \$31,500, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

H.1 GUARANTEE

- H.1.1 The Vendor further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the County or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

I.1 BOND

- I.1.1 Minnesota Statute 574.26 requires the vendor to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over \$75,000, in favor of the County, to protect the County against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the County.

J.1 INSURANCE

- J.1.1 The following insurance must be maintained for the duration of this Contract. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Contract and prior to commencement of any work under this Contract. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.
- J.1.2 The County reserves the right to terminate, suspend or rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Contractor. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

J.1.3 General Liability Insurance

J.1.3.1

	<u>Limit</u>
General Aggregate	\$3,000,000
Products-Completed	
Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

J.1.3.2 Policy shall contractors and subcontractors, and contractual liability.

J.1.3.3 Itasca County **must be named as certificate holder and an additional insured.**

J.1.4 Automobile Liability Insurance

J.1.4.1

	<u>Limit</u>
Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles	\$1,500,000

J.1.4.2 Must cover owned, nonowned and hired vehicles.

J.1.5 Workers' Compensation Per Statutory Requirements

J.1.5.1 Vendor must maintain statutory limits. Itasca County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against bidder. If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws.

J.1.6 Employer's Liability

	<u>Limit</u>
J.1.6.1 Bodily injury by:	
Accident - Each Accident	\$500,000
Disease - Policy Limit	\$500,000
Disease - Each Employee	\$500,000

J.1.7 Professional Liability Insurance [For Professional Services Contracts Only]

J.1.6.1 Provider shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Provider, its agent and employees in the amount of not less than \$500,000 per claim and \$3,000,000 annual aggregate.(These suggested limits should be reviewed on a cases by case basis)

J.1.8 Indemnification Clause

J.1.8.1 Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the Contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

J.1.8.2 Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances indicated in paragraph entitled, "INSURANCE."

J.1.8.3 This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

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

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

K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The Vendor shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

L.1 RIGHT TO TERMINATE

L.1.1 County reserves the right to terminate this Contract immediately, at any time during the contract period for failure of Vendor to perform as specified in the Special Conditions, or to the reasonable satisfaction of County, upon notification to Vendor.

M.1 ASSIGNMENT

M.1.1 Vendor shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the County and subject to such conditions and provisions as the County may deem necessary. The Vendor shall be responsible for the performance of all subcontractors.

N.1 INDEMNIFICATION

N.1.1 Vendor shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Vendor, its agents, servants or employees, in the execution, performance, or failure to adequately perform Vendor's obligations pursuant to this Contract.

O.1 COMPLIANCE WITH LAWS

O.1.1 Vendor shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted

pertaining to this Contract or to the facilities, programs and staff for which Vendor is responsible.

P.1 RECORDS AUDITING AND RETENTION

P.1.1 Vendor's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract 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 Contract. Vendor 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.

Q.1 WAIVER

Q.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

R.1 MODIFICATIONS/AMENDMENT

R.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the County and Vendor.

S.1 SEVERABILITY

S.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

T.1 FINAL AGREEMENT

T.1.1 This Contract 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.

U.1 EXECUTION

U.1.1 IN WITNESS WHEREOF, the County has caused this Contract to be signed by its duly authorized officers and the Vendor has hereunto set its hand.

Dated this _____ day of _____, _____.

American Disposal
David Villeneuve

COUNTY OF ITASCA, MINNESOTA

By: _____
Its _____

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

EXHIBIT A SPECIAL CONDITIONS SUPPLEMENT

PROJECT DESCRIPTION

Demolition and removal of all buildings and debris located on tax forfeit property in Pengilly, MN. An asbestos and hazardous materials report has been completed and has identified asbestos materials. Asbestos materials will need to be removed prior to demolition. It will be the responsibility of the vendor to coordinate asbestos abatement. The goal of the project is to clean up this property and prepare for sale.

PROJECT LOCATION

Itasca County tax forfeit property located at 16585 Budrow Ave., Pengilly, MN.
(PID#18-420-0180)

STARTING AND COMPLETION DATES

- Start-up may proceed once contract is signed, certificate of liability insurance is on file with Itasca County and MPCA Notification of Demolition and Asbestos Abatement.
- Completion by **October 28, 2021**.

VENDOR RESPONSIBILITIES

ASBESTOS ABATEMENT

Asbestos has been identified on site. Prior to demolition Vendor will need to abate asbestos materials as identified in Asbestos and Hazardous materials report (Exhibit D).

The following five (5) items have been identified from the asbestos report requiring abatement:

1. (ORBS-Tar) Approximately 250 square feet of black tar under blue shingles on original collapsed roof, on west side of house building.
2. (ECP) Approximately 15 linear feet of white/black exterior concrete patching on west side of storage building, above garage door plaster patching.
3. (EEFT) Approximately 144 square feet of 12"X12" white/gray/tan floor tile found in east entryway of the storage building.
4. (CBL) Approximately 60 square feet of brown/gray/red/tan checkered bathroom linoleum found on the floor of the storage building bathroom.
5. (SRFT) Approximately 180 square feet of 12"X12" white floor tile found in south room of the storage building, adjacent to the east entryway.

GENERAL DEMOLITION & SOLID WASTE

- Vendor shall be familiar with collecting and sorting demolition materials and municipal solid waste (MSW).
- Vendor shall be familiar with transporting and hauling demolition materials.
- Vendor shall haul and deliver all construction and demolition materials to General Waste & Recycling, LLC located at 35005 County Road 571, Keewatin, MN.
- Vendor shall check deliveries in at General Waste & Recycling 218-778-6600. All loads will need to be scaled before dumping. Tipping fees will be covered by Itasca County.
- Vendor shall collect and deliver all municipal solid waste (MSW) to Bass Lake Transfer site located at 29959 East Bass Lake Road. Deliveries to be coordinated with Greg Stoltz with Itasca County Environmental Services 218-327-7338. Tipping fees will be covered by Itasca County. All loads will need to be scaled prior to dumping.
- Vendor shall accept responsibility for all materials removed from the site during transportation in accordance with all Minnesota Pollution Control Agency regulations.
- Vendor shall pile all metal items for recycling on site for pick-up at a predetermined location identified by Itasca County personnel.
- Vendor shall leave any registered vehicle on site unless pre-approved by Sheriff Office for removal.

UTILITIES

- Vendor shall contact the appropriate utility companies to verify that utilities have been disconnected before work begins.
- Vendor shall provide the County with proof of an underground utility locate before moving any equipment on site. This will be in the form of a locate number.
- Two wells are on site and shall not be damaged or filled in.

BASEMENT & CONCRETE SALBS

- Block walls in basement to remain. Perforate basement floor for drainage if concrete is present. Slab under large building may stay in place.
- Vendor to fill basement and then provide and install “clean-fill” to backfill basement. All backfill will be properly compacted to 95% or better to ensure proper settling of the fill materials.
- Vendor will provide final grading suitable for mowing and free of walking hazards This includes but is not limited to a site free of holes, exposed tree roots, steep grade changes, and all exposed soil.

GENERAL EXPECTATIONS

- Vendor will accept responsibility regarding protecting the site and adjacent property from damage as a result of the clean-up process. Existing well to be protected.

- Site may not be left in an unsafe manner overnight; this includes where excavations or open basements are not backfilled before the end of the workday, Vendor will be required to encircle the open area with a proper barrier such as standard snow fence, or equal type fencing, for public safety purposes.
- Vendor shall provide all necessary equipment required to perform work including safety equipment for the vendor's employees, required to safely perform work.
- Vendor agrees to hire, supervise, pay, provide transportation, and have required insurance for all subcontractors and employees.
- Vendor shall diligently prosecute the work, providing sufficient manpower, materials, and other supplies at all times to assure completion of the work in an orderly fashion by the completion date stated in these specifications. Vendor shall at all times keep the work site reasonably neat and clean and upon completion shall remove and dispose of all rubbish, trash and refuse from the work area and leave the work site clean.
- Vendor shall at all times coordinate its work and cooperate with the County.
- Vendor shall, in its performance of the work, comply with all applicable codes and industry standards and with all applicable federal, state and local laws, rules and regulations, including but not limited to, the requirements of the Federal Occupational Safety and Health Act, the Federal Fair Labor Standards Act of 1938 as amended, the Minnesota State Worker's Compensation Laws, and all applicable Civil Rights laws, rules and regulations.
- Vendor shall promptly pay all laborers, subcontractors or materialmen connected with the work and if any shall file liens against the work, contractor shall promptly obtain a release of any such lien or post a bond indemnifying the County against all loss by reason of such lien. The County shall have the right, prior to making any payment due under this contract, to require Contractor to deliver lien waivers duly executed by itself and each of its subcontractors and materialmen for all work done prior to such payment.
- Vendor shall contact the County three-days before moving any equipment or personnel on site to begin work.

INSPECTION AND PENALTIES

- The Vendor shall contact the County before moving off site. If Vendor moves off site before a final inspection is completed, they may be required to come back to the site for additional work without compensation and payment will be held until requested work is completed.
- Burning of any materials, trees, or brush on site is strictly prohibited and may result in fines from local authorities.
- The Vendor agrees that failure to complete the work as specified shall result in liquidated damages not less than the difference between their bid and another bid required to complete the work. Associated fees required to re-bid the work will be included with liquidated damages.

COUNTY RESPONSIBILITIES

- Provide access to the site for equipment and personnel.
- Provide assistance when needed to answer questions.

COUNTY'S RIGHTS

County shall have the right at all times during the performance of the work to conduct such tests and inspections as it deems necessary to assure Vendor's compliance with this contract. If any work or materials are found not to be in compliance with the specifications, the County shall have the right to order such work redone in conformance with this contract.

County shall have the right to order changes in the work at any time. Vendor shall proceed with such changes immediately upon receipt of a written change order signed by the County. The contract price and the completion date specified shall be equitably adjusted to reflect any increase or decrease in the work. Upon the County's request, Vendor shall provide satisfactory evidence from which contract price adjustments can be made. These changes include but are not limited to environmental conditions such as: drought, rain, and wind damage.

QUESTIONS

Questions and technical reports should be directed to Michael Gibbons at the Land Department office. (218) 327-7357.

PAYMENT

Payment to Vendor will be made based on invoices submitted for completed work at the contract price, which shall be payment in full for all labor, equipment, and materials required to satisfactory complete work describe herein.

Payments made by County are subject to the normal County billing process and cut-off dates. Payments may take up to thirty (30) days after submittal.

This agreement is the only agreement between parties. The parties have not agreed either verbally or in writing to any other terms or conditions not contained in this document

EXHIBIT B
FORM TO SUPPLY QUOTE

Tax Forfeit Property Demo Project at 16585 Budrow Ave., Pengilly, MN (PID#18-420-0180)

- DEMOLITION & CLEAN-UP QUOTE: \$31,500⁰⁰
- ASBESTOS ABATMENT QUOTE: NTA
- TOAL PROJECT QUOTE: \$31,500⁰⁰
- COMPANY: American Disposal
- OWNER: David Villeneuve
- ADDRESS: Po Box 364 Dear River MN 56636
- PHONE #: 218-246-4729
- E-MAIL: refuse@paulbryan.net

SIGNATURE & DATE: Don Little 8/11/21

Submission of a quote by vendor acknowledges terms and conditions herein.

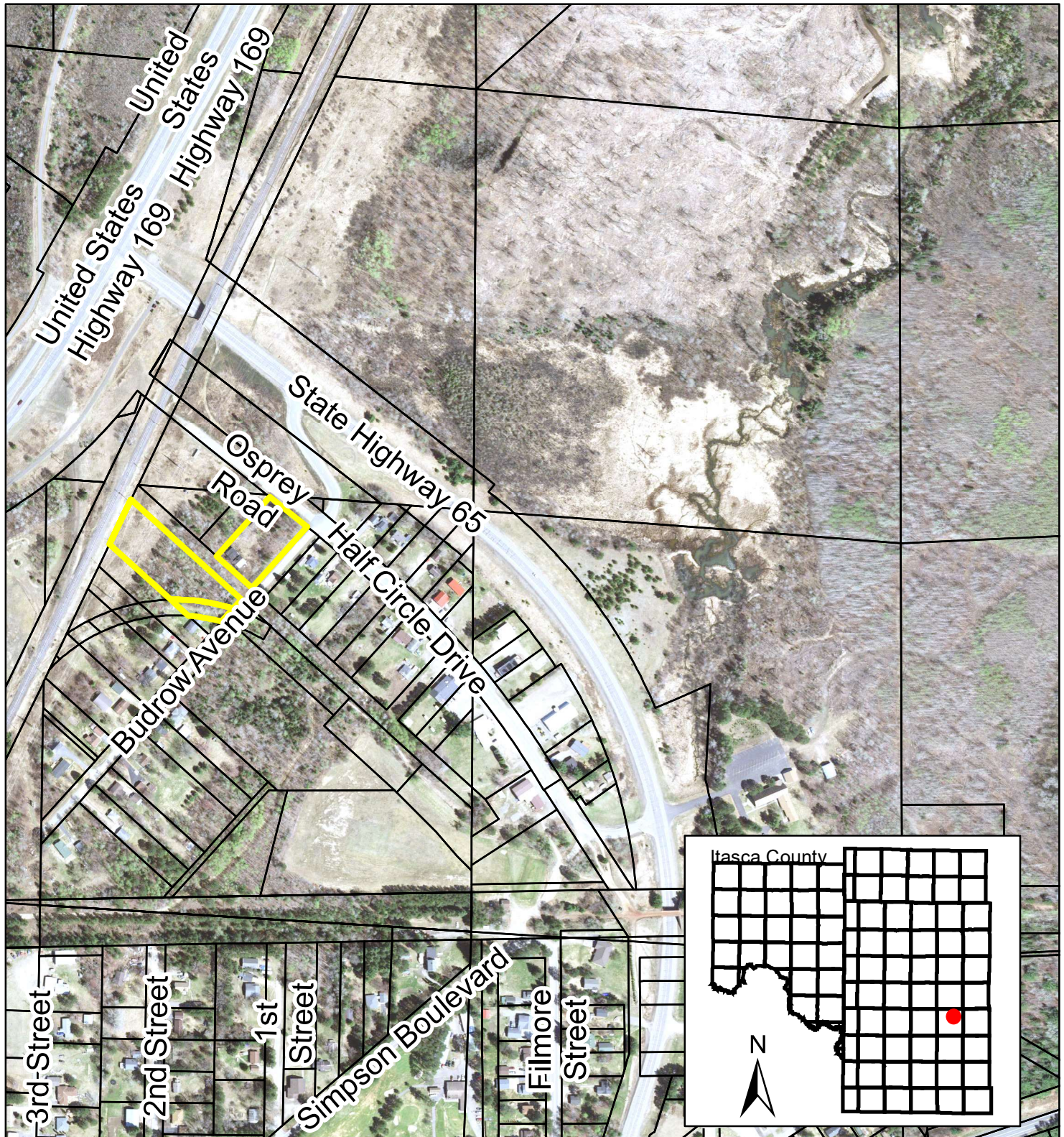
Itasca County reserves the right to accept or reject any and all quotes, to waive any defects or technicalities, to advertise for new quotes, or take such action it deems lawful and in the best interests of Itasca County.

This form must be completed and returned by 3:00 PM, Wednesday August 11, 2021 in a sealed envelope clearly marked:

"Pengilly Project-2021"

EXHIBIT C

PENGILLY PROJECT - 16585 Budrow Ave.



This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified field survey to verify.

Itasca Geographic Information System

"Decision support through automation"

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or in any form without written permission.

0 255 510 1,020 Feet

EXHIBIT D



PRE-DEMOLITION ASBESTOS AND HAZARDOUS MATERIAL REPORT 16585 Budrow Avenue, Pengilly, MN

April 2021

Prepared for:
Michael Gibbons
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

Prepared by:
NORTHEAST TECHNICAL SERVICES, INC.
526 CHESTNUT STREET
VIRGINIA, MINNESOTA 55792
(218) 741-4290



April 22, 2021

Mr. Michael Gibbons
Itasca County Land Department
1177 LaPrairie Avenue
Grand Rapids, Minnesota 55744

RE: Sampling of potential asbestos containing material (PACM) and potential hazardous waste survey for the structures located at 16585 Budrow Avenue, Pengilly, Minnesota.

Dear Mr. Gibbons:

On March 31, 2021, Ian R. Strasburg, a Minnesota Department of Health (MDH) Certified Asbestos Inspector, conducted a Pre-Demolition asbestos and hazardous material inspection for the above referenced structures. The inspection included a 792 square foot dwelling built around 1935, a 270 square foot 1956 mobile home, a 252 square foot detached garage built around 1930, and a 1,224 square foot storage building built around 1940.

There were various items identified as potential hazardous material as part of the inspection. All structures were filled with miscellaneous debris, as well as various hazardous materials and debris was dispersed throughout the entire property. These items include, but are not limited to: a TV, two microwaves, a refrigerator, two one gallon paint cans, two gas ovens, multiple fertilizers, three-twelve ounce lamp oil, four fluorescent light bulbs, a water heater, a twenty five gallon fuel tank, a mobile home fuel oil furnace, an aerosol can raid, a three hundred gallon fuel tank in yard, a car, oil filters, a camper trailer filled with miscellaneous debris, a motorcycle, a chest freezer, a lathe, fourteen-twelve ounce containers of 'Heet' antifreeze, four quarts of oil, a chest freezer, a boat, two boat motors, a lawn mower, a boiler, multiple tires, a 'soda acid' fire extinguisher, a five gallon container tar, a twenty gallon gas can, a hydraulic door. A visual inspection of the dwellings basement was conducted from the exterior due to partial collapse of the dwelling. **It is noted:** due to the amount of debris on property it was not feasible to inspect all non-construction materials and additional hazards are possible. The **MPCA Pre-Renovation/Demolition Environmental Checklist** is included with this report. The potential asbestos containing materials identified are listed below, and on the chain of custody form of the samples obtained and submitted for analysis. These items are as follows:

Possible Asbestos Containing Materials Sampled:

1. **(RS) Roof Shingle** –Four types of roof shingles; grey, brown, black and red sampled from house
2. **(GRSS) Green/Red Siding Shingle**- shingle siding found under particle board siding with tar paper
3. **(ORBS) Original Roof Blue Shingle**- sampled from west side collapsed roof with tar paper
4. **(FBSS) Fake Brick Shingle Siding**- 2"x8" shingles on west exterior wall

526 CHESTNUT STREET • VIRGINIA, MINNESOTA 55792 • 218-741-4290 • FAX 218-741-4291

Equal Opportunity Employer

5. (SR-1) Sheetrock 1- sampled from east house entry wall
6. (BWP) Blue Wall Paper- wall paper over sheetrock in east house entry
7. (SR-2) Sheetrock 2- sheetrock from living room SE wall
8. (CT) Ceiling Tile- 12"x12" ceiling tile found throughout house, sampled in living room
9. (WGWL) White and Gold Wall Linoleum- white linoleum with gold streaks and brown mastic on east bathroom wall
10. (SWL) Spotted Wall Linoleum- tan spotted linoleum found on bathroom wall and floor
11. (SR-3) Sheetrock 3- sampled from SW bedroom wall with floral wall paper
12. (GWG) Grey Window Glazing- glazing around exterior windows sampled from SE window
13. (TI) Trailer Insulation- tan fibrous trailer insulation
14. (TWGL) Trailer White and Gold Linoleum- white linoleum with gold specks on trailer back wall
15. (GRS) Garage Roof Shingle- black and red shingles with tar paper
16. (PI-1) Plaster 1- plaster sampled from west exterior garage door patch- storage building
17. (ECP) Exterior Concrete Patching- from west exterior storage building, above plaster patching
18. (LRS) Lower Roof Shingle- green and grey shingles with tar paper, sampled from north end of storage building
19. (SBG) Storage Building Glazing- glazing around south addition windows
20. (SR-4) Sheetrock 4- sampled from east wall of east entry room with joint tape- storage building
21. (URS) Upper Roof Shingle- black shingle with tar paper sampled from collapsed roof in south room
22. (EEFT) East Entry Floor Tile- 12"x12" white tile sampled near bathroom in storage building
23. (CBL) Checkered Bathroom Linoleum- sampled from bathroom floor, brown/ tan square design- storage building
24. (BBWL) Bathroom Brown Wall Linoleum- sampled from east bathroom wall- storage building
25. (SRWP) South Room Wall Paper- floral wall paper and bright green wall paper- storage building

- 26. (SR-5) Sheetrock 5- sampled from south room northern wall- storage building
- 27. (SRFT) South Room Floor Tile- 12"x12" white floor tiles storage building
- 28. (SR-6) Sheetrock 6- sampled from NW room wall- storage building

The number of samples collected of potential asbestos containing material (PACM) and sample methods are in accordance with MDH Asbestos Rules 4620.3460. The collected samples were placed in a sealable plastic bag, labeled, and shipped to EMSL Laboratory for analysis. EMSL Laboratory conducted bulk analysis of the samples using polarized light microscopy, and is accredited for bulk analysis through the National Voluntary Laboratory Accreditation Program (NVLAP). The analysis was conducted in accordance with EPA 600/R-93/116 Method.

The results of the EMSL Laboratory Report indicated that **five of the samples analyzed had asbestos containing material present.** A complete copy of the EMSL Laboratory Report and Chain of Custody Form is attached to this letter, for your information and files. The items found to be asbestos containing materials are:

- 1. (ORBS-Tar) There is approximately 250 square feet of black tar under the blue shingles on the original collapsed roof, on the west side of the dwelling that contained 8% Chrysotile.
- 2. (ECP) There is approximately 15 linear feet of white/black exterior concrete patching on the west side of the storage building, above the garage door plaster patching that contained 10% Chrysotile.
- 3. (EEFT) There is approximately 144 square feet of 12"x12" white/gray/tan floor tile found in the east entryway of the storage building that contained 4% Chrysotile.
- 4. (CBL) There is approximately 60 square feet of brown/gray/red/tan checkered bathroom linoleum found on the floor of the storage building bathroom that contained 25% Chrysotile.
- 5. (SRFT) There is approximately 180 square feet of 12"x12" white floor tile found in the south room of the storage building, adjacent to the east entryway floor tiles that contained 4% Chrysotile.

In late February 2010, the Minnesota Pollution Control Agency (MPCA) issued a Fact Sheet entitled "Managing PCB-containing Caulking Waste". This Fact Sheet is intended as a clarification to Minnesota Administrative Rule 7035.0805 Renovation and Demolition.

The Fact Sheet states that: If a structure built before 1979 is to be renovated or demolished, you must either:

- Assume the caulking contains polychlorinated biphenyls (PCB's) at a concentration greater than 50 parts per million (ppm), remove it and manage it as a hazardous waste; or,
- Evaluate a representative sample of each caulking type by testing and showing that it does not contain PCB's at concentrations greater than or equal to 50 ppm.

It is assumed the caulking present was placed prior to 1979. The potential areas for caulking include weatherizing around seams and joints. In addition, the MPCA has indicated that glazing compound is also considered "caulking".

On March 31, 2021, Ian R. Strasburg obtained some glazing/caulking material that was around the dwelling's exterior windows and the storage building's exterior to be analyzed for Polychlorinated Biphenyls (PCB's), which is considered a Hazardous Waste Material, and delivered the caulking to Pace Analytical for analyses. **Based on Pace's lab report, there were no PCB's present.** A complete copy of Pace's Laboratory Report and chain of custody form can be found as an attachment to this report.

On March 31, 2021, Ian R. Strasburg also obtained five flaking, peeling and cracking paint samples from the dwelling's exterior, mobile home interior and exterior, and the storage building interior and exterior, and delivered the paint samples to Pace Analytical to be analyzed for Lead, which is considered a Hazardous Waste Material.

According to *Minnesota Rule 7035.0805 Renovation and Demolition*, paint is lead-based if it:

- A. contains lead in a concentration of at least 0.5 percent (5,000 micrograms per gram ($\mu\text{g/g}$), or 5,000 parts per million) or more by dry weight as determined by acid digestion and analysis; or,
- B. registers at least 1.0 milligrams per square centimeter (mg/cm^2) or more as measured by an x-ray fluorescence analyzer (XRF).

Therefore, for the purposes of this project, **a sample was considered lead-containing, if it contained lead at a concentration of at least 5,000 mg/kg, or 5,000 parts per million (ppm).**

The green trailer paint on the trailer's exterior was considered lead containing with 19,200 mg/kg. A complete copy of the Pace Analytical Laboratory Report and Chain of Custody Form, are attached to this letter.

In any building, the potential exists for hazardous material to be located inside the walls, above the ceilings, under the floors, and in other inaccessible areas. An attempt was made to locate all hazardous materials in inaccessible areas of the building, however, it is not feasible to inspect 100 percent of these areas. Also, the potential exists for hazardous materials to be found outside the building buried underground. NTS cannot be held responsible for the presence of any such hidden materials. If



previously unidentified suspect hazardous building materials are exposed during the demolition, they should be sampled and analyzed prior to any disturbance.

The identified non-demolition waste materials should also be removed from the structure at least two days prior to the demolition and should be properly disposed of.

If you have any questions regarding this report, please feel free to contact me at (218) 742-1014 or Scott Seeley at (218) 742-1028.

Sincerely,
Northeast Technical Services, Inc.

 For Ian R. Strasburg

Ian R. Strasburg, MDH Certified Asbestos Inspector
Inspector Number AI14171

Enclosures: EMSL Lab Report & COC
Pace Lab Report & COC
Pre-Renovation/Demolition Environmental Checklist
MDH Certification Cards



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352102787

Customer ID: NTSI50

Customer PO: PR 9520

Project ID:

Attention: Scott A. Seeley

Northeast Technical Services, Inc.

526 Chestnut Street

Virginia, MN 55792

Phone: (218) 741-4290

Fax: (218) 741-4291

Received Date: 04/05/2021 11:20 AM

Analysis Date: 04/12/2021

Collected Date:

Project: 16585 Budrow Avenue, Pengilly, MN #21583

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
RS-Grey Shingle 352102787-0001	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house	Gray/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
RS-Brown Shingle 352102787-0001A	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house	Brown/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
RS-Black Shingle 352102787-0001B	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house	Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
RS-Red Shingle 352102787-0001C	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house	Red/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
GRSS-Shingle 352102787-0002	Green/ red Siding Shingle- shingle siding found under particle board siding w/ tar paper	Red/Black/Green Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
GRSS-Tar Paper 352102787-0002A	Green/ red Siding Shingle- shingle siding found under particle board siding w/ tar paper	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
ORBS-Shingle 352102787-0003	Original Roof Blue Shingle- sampled from west side collapsed roof w/ tar paper	Black/Blue Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
ORBS-Tar Paper 352102787-0003A	Original Roof Blue Shingle- sampled from west side collapsed roof w/ tar paper	Black Fibrous Heterogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
ORBS-Tar 352102787-0003B	Original Roof Blue Shingle- sampled from west side collapsed roof w/ tar paper	Black Non-Fibrous Homogeneous		92% Non-fibrous (Other)	8% Chrysotile
FBSS 352102787-0004	Fake Brick Shingle Siding- 2"x8" shingles on west exterior wall	Brown/Red/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
SR-1 352102787-0005	Sheetrock 1- sampled from east house entry wall	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected

Initial report from: 04/12/2021 18:43:52



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com / minneapolislab@emsl.com>

EMSL Order: 352102787

Customer ID: NTSI50

Customer PO: PR 9520

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
BWP 352102787-0006	Blue Wall Paper- wall paper over sheetrock in east house entry	Brown/Green Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
SR-2 352102787-0007	Sheetrock 2- sheetrock rom living room SE wall	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
CT 352102787-0008	Ceiling Tile- 12"x12" ceiling tile found throughout house, sampled in living room	Tan Fibrous Homogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
WGWL-Linoleum 352102787-0009	White and Gold Wall Linoleum- white linoleum w/ gold streaks and brown mastic on east bathroom wall	Brown/White Fibrous Heterogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
WGWL-Mastic 352102787-0009A	White and Gold Wall Linoleum- white linoleum w/ gold streaks and brown mastic on east bathroom wall	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SWL 352102787-0010	Spotted Wall Linoleum- tan spotted linoleum found on bathroom wall and floor	Brown/Tan/White Fibrous Heterogeneous	40% Cellulose	60% Non-fibrous (Other)	None Detected
SR-3 352102787-0011	Sheetrock 3- sampled from SW bedroom wall w/ floral wall paper	Brown/White Fibrous Heterogeneous	10% Cellulose	90% Non-fibrous (Other)	None Detected
GWG 352102787-0012	Grey Window Glazing- glazing around exterior windows sampled from SE window	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
TI 352102787-0013	Trailer Insulation- tan fibrous trailer insulation	Tan Fibrous Homogeneous	20% Cellulose 75% Glass	5% Non-fibrous (Other)	None Detected
TWGL 352102787-0014	Trailer White and Gold Linoleum- white linoleum w/ gold specks on trailer back wall	Brown/White Fibrous Heterogeneous	95% Cellulose	5% Non-fibrous (Other)	None Detected
GRS-Red Shingle 352102787-0015	Garage Roof Shingle- black and red shingles w/ tar paper	Red/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
GRS-Black Shingle 352102787-0015A	Garage Roof Shingle- black and red shingles w/ tar paper	Gray/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
GRS-Tar Paper 352102787-0015B	Garage Roof Shingle- black and red shingles w/ tar paper	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
PI-1-Plaster 352102787-0016	Plaster 1- plaster sampled from west exterior garage door patch- storage building	Gray Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 04/12/2021 18:43:52



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352102787

Customer ID: NTSI50

Customer PO: PR 9520

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos
			% Fibrous	% Non-Fibrous	% Type
PI-1-Insulation 352102787-0016A	Plaster 1- plaster sampled from west exterior garage door patch- storage building	Gray Fibrous Homogeneous	95% Glass	5% Non-fibrous (Other)	None Detected
ECP 352102787-0017	Exterior Concrete Patching- from west exterior storage build, above plaster patching	White/Black Fibrous Heterogeneous	10% Cellulose	80% Non-fibrous (Other)	10% Chrysotile
LRS-Green Shingle 352102787-0018	Lower Roof Shingle- green and grey shingles w/ tar paper samples from north end of storage building	Black/Green Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
LRS-Gray Shingle 352102787-0018A	Lower Roof Shingle- green and grey shingles w/ tar paper samples from north end of storage building	Gray/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
LRS-Tar Paper 352102787-0018B	Lower Roof Shingle- green and grey shingles w/ tar paper samples from north end of storage building	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
SBG 352102787-0019	Storage Building Glazing- glazing around south addition windows	Gray/White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SR-4 352102787-0020	Sheetrock 4- samples from east wall of east entry room w/ joint tape- storage building	Brown/White Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	<1% Chrysotile
<i>This is a composite result of sheetrock, jt. compound, and tape</i>					
URS-Shingle 352102787-0021	Upper Roof Shingle- black shingle w/ tar paper sampled from collapsed roof in south room	Gray/Black Fibrous Heterogeneous	15% Cellulose	85% Non-fibrous (Other)	None Detected
URS-Tar Paper 352102787-0021A	Upper Roof Shingle- black shingle w/ tar paper sampled from collapsed roof in south room	Black Fibrous Homogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
EEFT-Floor Tile 352102787-0022	East Entry Floor Tile- 12"x12" white tile sampled near bathroom in storage building	Gray/Tan Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
EEFT-Mastic 352102787-0022A	East Entry Floor Tile- 12"x12" white tile sampled near bathroom in storage building	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Initial report from: 04/12/2021 18:43:52



EMSL Analytical, Inc.

3410 Winnetka Avenue North New Hope, MN 55427

Tel/Fax: (763) 449-4922 / (763) 449-4924

<http://www.EMSL.com> / minneapolislab@emsl.com

EMSL Order: 352102787

Customer ID: NTSI50

Customer PO: PR 9520

Project ID:

Test Report: Asbestos Analysis of Bulk Materials via EPA 600/R-93/116 Method using Polarized Light Microscopy

Sample	Description	Appearance	Non-Asbestos		Asbestos % Type
			% Fibrous	% Non-Fibrous	
CBL-Linoleum 352102787-0023	Checkered Bathroom Linoleum- sampled from bathroom floor, brown/tan square design- storage building	Gray/Tan/Red Fibrous Heterogeneous		75% Non-fibrous (Other)	25% Chrysotile
CBL-Adhesive 352102787-0023A	Checkered Bathroom Linoleum- sampled from bathroom floor, brown/tan square design- storage building	Tan Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
BBWL-Linoleum 352102787-0024	Bathroom Brown Wall Linoleum- sampled from east bathroom wall- storage building	Brown/Tan/Black Fibrous Heterogeneous	50% Cellulose	50% Non-fibrous (Other)	None Detected
BBWL-Mastic 352102787-0024A	Bathroom Brown Wall Linoleum- sampled from east bathroom wall- storage building	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SRWP 352102787-0025	South Room Wall Paper- floral wall paper and bright green wall paper- storage building	Brown/White/Green Fibrous Heterogeneous	80% Cellulose	20% Non-fibrous (Other)	None Detected
SR-5 352102787-0026	Sheetrock 5- sampled from south room northern wall- storage building	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SRFT-Floor Tile 352102787-0027	South Room Floor Tile- 12"x12" whites floor tiles- storage building	White Non-Fibrous Homogeneous		96% Non-fibrous (Other)	4% Chrysotile
SRFT-Mastic 352102787-0027A	South Room Floor Tile- 12"x12" whites floor tiles- storage building	Brown Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected
SR-6 352102787-0028	Sheetrock 6- sampled from NW room wall- storage building	White Non-Fibrous Homogeneous		100% Non-fibrous (Other)	None Detected

Analyst(s)

Nicholas Asuncion (45)

Rachel Travis, Laboratory Manager
or Other Approved Signatory

EMSL maintains liability limited to cost of analysis. Interpretation and use of test results are the responsibility of the client. This report relates only to the samples reported above, and may not be reproduced, except in full, without written approval by EMSL. EMSL bears no responsibility for sample collection activities or analytical method limitations. The report reflects the samples as received. Results are generated from the field sampling data (sampling volumes and areas, locations, etc.) provided by the client on the Chain of Custody. Samples are within quality control criteria and met method specifications unless otherwise noted. The above analyses were performed in general compliance with Appendix E to Subpart E of 40 CFR (previously EPA 600/M4-82-020 "Interim Method") but augmented with procedures outlined in the 1993 ("final") version of the method. This report must not be used by the client to claim product certification, approval, or endorsement by NVLAP, NIST or any agency of the federal government. Non-friable organically bound materials present a problem matrix and therefore EMSL recommends gravimetric reduction prior to analysis. Unless requested by the client, building materials manufactured with multiple layers (i.e. linoleum, wallboard, etc.) are reported as a single sample. Estimation of uncertainty is available on request.

Samples analyzed by EMSL Analytical, Inc. New Hope, MN NVLAP Lab Code 200019-0; Colorado AL-24478

Initial report from: 04/12/2021 18:43:52



02787

ANALYTICAL

CHAIN OF CUSTODY

ASBESTOS

EMSL Representative:	Rachel Travis	EMSL Reference #:	
Your Company Name:	NTS-Northeast Technical Services	EMSL-Bill to:	Same
Street:	526 Chestnut Street	Street:	
Box #:	P.O. Box 1142	Box #:	
City/State:	Virginia, MN	City/State:	
Verbal Results to:	Scott A. Seeley	Email Results to:	sseeley@nettechnical.com
Telephone #:	218-742-1028	Or Fax #:	218-741-4291
Project Name/Number:	16585 Budrow Avenue, Pengilly, MN #21583	Purchase Order #	PR 9520

MATRIX	TURNAROUND TIME
☐ Air ☐ Floor Tile ☐ Soil ☐ Wipe ☒ Bulk ☐ Drinking Water ☐ Dust ☐ Waste water	☐ RUSH ☐ 6 Hours ☐ 24 Hours ☐ 48 Hours Contact Lab ☐ 3 Days ☒ 5 Days ☐ 6-10 days

PCM

- ☐ NIOSH 7400
☐ MN Dept of Health
☐ Other:

PLM

- ☒ EPA 600/R-93/116
☐ NOB
☐ Point Count (400 point)
☒ Test Until Positive
☐ Other:

☐ Comments:

WPS # 12267900390079116

TEM AIR

- ☐ AHERA
☐ EPA Level II
☐ NIOSH 7402
☐ MN Dept of Health

TEM BULK

- ☐ Chatfield
☐ NOB
☐ Micro Vac-Quantitative
☐ Micro Vac-Qualitative
☐ Drop Mount-Qualitative
☐ TUP = Test until positive

TEM WATER

- ☐ EPA 100.1 (all fibers)
☐ EPA 100.2 (Long fibers >10um)
☐ NY 198.2

TEM WIPE

- ☐ Quantitative
☐ Qualitative

TEM DUST

- ☐ ASTM D-5755-95
☐ Qualitative

Client Sample # (s)	RS	SR-6	Total Samples:	28
Relinquished:		Date:	04/01/2021	Time: 10:15
Received:		Date:	4-1-21	Time: 10:15
Received:	MDIE (EMSL-MN) WPS	Date:	4/5/21	Time: 11:20

SAMPLE DATE	SAMPLE NUMBER	LOCATION	VOLUME (If Applicable)
3/31/2021	RS	Roof Shingle- Four types of roof shingle; grey brown black and red. Sampled from house.	
3/31/2021	GRSS	Green/ red Siding Shingle- shingle siding found under particle board siding w/ tar paper	
3/31/2021	ORBS	Original Roof Blue Shingle- sampled from west side collapsed roof w/ tar paper	
3/31/2021	FBSS	Fake Brick Shingle Siding- 2"x8" shingles on west exterior wall	
3/31/2021	SR-1	Sheetrock 1- sampled from east house entry wall	
3/31/2021	BWP	Blue Wall Paper- wall paper over sheetrock in east house entry	
3/31/2021	SR-2	Sheetrock 2- sheetrock rom living room SE wall	
3/31/2021	CT	Ceiling Tile- 12"x12" ceiling tile found throughout house, sampled in living room	
3/31/2021	WGWL	White and Gold Wall Linoleum- white linoleum w/ gold streaks and brown mastic on east bathroom wall	
3/31/2021	SWL	Spotted Wall Linoleum- tan spotted linoleum found on bathroom wall and floor	
3/31/2021	SR-3	Sheetrock 3- sampled from SW bedroom wall w/ floral wall paper	

3/31/2021	GWG	Grey Window Glazing- glazing around exterior windows sampled from SE window	
3/31/2021	TI	Trailer Insulation- tan fibrous trailer insulation	
3/31/2021	TWGL	Trailer White and Gold Linoleum- white linoleum w/ gold specks on trailer back wall	
3/31/2021	GRS	Garage Roof Shingle- black and red shingles w/ tar paper	
3/31/2021	PI-1	Plaster 1- plaster sampled from west exterior garage door patch- storage building	
3/31/2021	ECP	Exterior Concrete Patching- from west exterior storage build, above plaster patching	
3/31/2021	LRS	Lower Roof Shingle- green and grey shingles w/ tar paper samples from north end of storage building	
3/31/2021	SBG	Storage Building Glazing- glazing around south addition windows	
3/31/2021	SR-4	Sheetrock 4- samples from east wall of east entry room w/ joint tape- storage building	
3/31/2021	URS	Upper Roof Shingle- black shingle w/ tar paper sampled from collapsed roof in south room	
3/31/2021	EEFT	East Entry Floor Tile- 12"x12" white tile sampled near bathroom in storage building	
3/31/2021	CBL	Checkered Bathroom Linoleum- sampled from bathroom floor, brown/ tan square design- storage building	
3/31/2021	BBWL	Bathroom Brown Wall Linoleum- sampled from east bathroom wall- storage building	
3/31/2021	SRWP	South Room Wall Paper- floral wall paper and bright green wall paper- storage building	
3/31/2021	SR-5	Sheetrock 5- sampled from south room northern wall- storage building	
3/31/2021	SRFT	South Room Floor Tile- 12"x12" whites floor tiles- storage building	
3/31/2021	SR-6	Sheetrock 6- sampled from NW room wall- storage building	

April 09, 2021

Scott Seeley
NTS
526 Chestnut Street
Virginia, MN 55792

RE: Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Dear Scott Seeley:

Enclosed are the analytical results for sample(s) received by the laboratory on April 01, 2021. The results relate only to the samples included in this report. Results reported herein conform to the applicable TNI/NELAC Standards and the laboratory's Quality Manual, where applicable, unless otherwise noted in the body of the report.

The test results provided in this final report were generated by each of the following laboratories within the Pace Network:

- Pace Analytical Services - Minneapolis

Due to volume and matrix of samples, results are being reported on a wet weight basis.

If you have any questions concerning this report, please feel free to contact me.

Sincerely,



Nicole Jarve
nikki.jarve@pacelabs.com
(218) 727-6380
Project Manager

Enclosures

cc: Sample Data, Northeast Technical Services
Karissa Vosen, NTS



REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
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CERTIFICATIONS

Project: 21583 16585 Budrow Ave

Pace Project No.: 10553213

Pace Analytical Services, LLC - Minneapolis MN

1700 Elm Street SE, Minneapolis, MN 55414

1800 Elm Street SE, Minneapolis, MN 55414--Satellite Air Lab

A2LA Certification #: 2926.01*

Alabama Certification #: 40770

Alaska Contaminated Sites Certification #: 17-009*

Alaska DW Certification #: MN00064

Arizona Certification #: AZ0014*

Arkansas DW Certification #: MN00064

Arkansas WW Certification #: 88-0680

California Certification #: 2929

Colorado Certification #: MN00064

Connecticut Certification #: PH-0256

EPA Region 8 Tribal Water Systems+Wyoming DW Certification #: via MN 027-053-137

Florida Certification #: E87605*

Georgia Certification #: 959

Hawaii Certification #: MN00064

Idaho Certification #: MN00064

Illinois Certification #: 200011

Indiana Certification #: C-MN-01

Iowa Certification #: 368

Kansas Certification #: E-10167

Kentucky DW Certification #: 90062

Kentucky WW Certification #: 90062

Louisiana DEQ Certification #: AI-03086*

Louisiana DW Certification #: MN00064

Maine Certification #: MN00064*

Maryland Certification #: 322

Michigan Certification #: 9909

Minnesota Certification #: 027-053-137*

Minnesota Dept of Ag Approval: via MN 027-053-137

Minnesota Petrofund Registration #: 1240*

Mississippi Certification #: MN00064

Missouri Certification #: 10100

Montana Certification #: CERT0092

Nebraska Certification #: NE-OS-18-06

Nevada Certification #: MN00064

New Hampshire Certification #: 2081*

New Jersey Certification #: MN002

New York Certification #: 11647*

North Carolina DW Certification #: 27700

North Carolina WW Certification #: 530

North Dakota Certification #: R-036

Ohio DW Certification #: 41244

Ohio VAP Certification (1700) #: CL101

Ohio VAP Certification (1800) #: CL110*

Oklahoma Certification #: 9507*

Oregon Primary Certification #: MN300001

Oregon Secondary Certification #: MN200001*

Pennsylvania Certification #: 68-00563*

Puerto Rico Certification #: MN00064

South Carolina Certification #: 74003001

Tennessee Certification #: TN02818

Texas Certification #: T104704192*

Utah Certification #: MN00064*

Vermont Certification #: VT-027053137

Virginia Certification #: 460163*

Washington Certification #: C486*

West Virginia DEP Certification #: 382

West Virginia DW Certification #: 9952 C

Wisconsin Certification #: 999407970

Wyoming UST Certification #: via A2LA 2926.01

USDA Permit #: P330-19-00208

Please Note: Applicable air certifications are denoted with an asterisk ().

REPORT OF LABORATORY ANALYSIS

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SAMPLE SUMMARY

Project: 21583 16585 Budrow Ave

Pace Project No.: 10553213

Lab ID	Sample ID	Matrix	Date Collected	Date Received
10553213001	GWG	Solid	03/31/21 11:45	04/01/21 10:00
10553213002	SBG	Solid	03/31/21 14:35	04/01/21 10:00
10553213003	EWP	Solid	03/31/21 11:50	04/01/21 10:00
10553213004	GTP	Solid	03/31/21 12:30	04/01/21 10:00
10553213005	TWP	Solid	03/31/21 12:40	04/01/21 10:00
10553213006	SAWP	Solid	03/31/21 14:55	04/01/21 10:00
10553213007	BERP	Solid	03/31/21 15:00	04/01/21 10:00

REPORT OF LABORATORY ANALYSIS

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SAMPLE ANALYTE COUNT

Project: 21583 16585 Budrow Ave

Pace Project No.: 10553213

Lab ID	Sample ID	Method	Analysts	Analytes Reported	Laboratory
10553213001	GWG	EPA 8082A	RAG	11	PASI-M
10553213002	SBG	EPA 8082A	RAG	11	PASI-M
10553213003	EWP	EPA 6020B	RJS	1	PASI-M
10553213004	GTP	EPA 6020B	RJS	1	PASI-M
10553213005	TWP	EPA 6020B	RJS	1	PASI-M
10553213006	SAWP	EPA 6020B	RJS	1	PASI-M
10553213007	BERP	EPA 6020B	RJS	1	PASI-M

PASI-M = Pace Analytical Services - Minneapolis

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Sample: GWG **Lab ID: 10553213001** Collected: 03/31/21 11:45 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082A GCS PCB								
Analytical Method: EPA 8082A Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis								
PCB-1016 (Aroclor 1016)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11096-82-5	
PCB-1262 (Aroclor 1262)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	37324-23-5	
PCB-1268 (Aroclor 1268)	ND	ug/kg	223	1	04/05/21 11:38	04/05/21 16:12	11100-14-4	
Surrogates								
Tetrachloro-m-xylene (S)	89	%.	59-125	1	04/05/21 11:38	04/05/21 16:12	877-09-8	P1
Decachlorobiphenyl (S)	97	%.	57-125	1	04/05/21 11:38	04/05/21 16:12	2051-24-3	

Sample: SBG **Lab ID: 10553213002** Collected: 03/31/21 14:35 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
8082A GCS PCB								
Analytical Method: EPA 8082A Preparation Method: EPA 3546 Pace Analytical Services - Minneapolis								
PCB-1016 (Aroclor 1016)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	12674-11-2	
PCB-1221 (Aroclor 1221)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11104-28-2	
PCB-1232 (Aroclor 1232)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11141-16-5	
PCB-1242 (Aroclor 1242)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	53469-21-9	
PCB-1248 (Aroclor 1248)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	12672-29-6	
PCB-1254 (Aroclor 1254)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11097-69-1	
PCB-1260 (Aroclor 1260)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11096-82-5	
PCB-1262 (Aroclor 1262)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	37324-23-5	
PCB-1268 (Aroclor 1268)	ND	ug/kg	83.8	1	04/05/21 11:38	04/05/21 16:28	11100-14-4	
Surrogates								
Tetrachloro-m-xylene (S)	90	%.	59-125	1	04/05/21 11:38	04/05/21 16:28	877-09-8	
Decachlorobiphenyl (S)	94	%.	57-125	1	04/05/21 11:38	04/05/21 16:28	2051-24-3	

Sample: EWP **Lab ID: 10553213003** Collected: 03/31/21 11:50 Received: 04/01/21 10:00 Matrix: Solid

Results reported on a "wet-weight" basis

Parameters	Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS								
Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis								
Lead	277	mg/kg	1.1	20	04/05/21 17:58	04/08/21 11:16	7439-92-1	

REPORT OF LABORATORY ANALYSIS

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ANALYTICAL RESULTS

Project: 21583 16585 Budrow Ave
Pace Project No.: 10553213

Sample: GTP		Lab ID: 10553213004		Collected: 03/31/21 12:30		Received: 04/01/21 10:00		Matrix: Solid	
Results reported on a "wet-weight" basis									
Parameters		Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS		Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis							
Lead	19200	ma/kg	10.0	200	04/05/21 17:58	04/08/21 11:19	7439-92-1		

Sample: TWP		Lab ID: 10553213005		Collected: 03/31/21 12:40		Received: 04/01/21 10:00		Matrix: Solid	
Results reported on a "wet-weight" basis									
Parameters		Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS		Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis							
Lead	25.2	mg/kg	1.1	20	04/05/21 17:58	04/08/21 11:22	7439-92-1		

Sample: SAWP		Lab ID: 10553213006		Collected: 03/31/21 14:55		Received: 04/01/21 10:00		Matrix: Solid	
Results reported on a "wet-weight" basis									
Parameters		Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS		Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis							
Lead	13.8	ma/kg	1.2	20	04/05/21 17:58	04/08/21 11:25	7439-92-1		

Sample: BERP		Lab ID: 10553213007		Collected: 03/31/21 15:00		Received: 04/01/21 10:00		Matrix: Solid	
Results reported on a "wet-weight" basis									
Parameters		Results	Units	Report Limit	DF	Prepared	Analyzed	CAS No.	Qual
6020B MET ICPMS		Analytical Method: EPA 6020B Preparation Method: EPA 3050B Pace Analytical Services - Minneapolis							
Lead	258	mg/kg	1.0	20	04/05/21 17:58	04/08/21 11:29	7439-92-1		

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: 21583 16585 Budrow Ave

Pace Project No.: 10553213

QC Batch:	733029	Analysis Method:	EPA 6020B
QC Batch Method:	EPA 3050B	Analysis Description:	6020B Solids UPD5
		Laboratory:	Pace Analytical Services - Minneapolis
Associated Lab Samples:	10553213003, 10553213004, 10553213005, 10553213006, 10553213007		

METHOD BLANK: 3907702

Matrix: Solid

Associated Lab Samples: 10553213003, 10553213004, 10553213005, 10553213006, 10553213007

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
Lead	mg/kg	ND	0.19	04/08/21 10:38	

LABORATORY CONTROL SAMPLE: 3907703

Parameter	Units	Spike Conc.	LCS Result	LCS % Rec	% Rec Limits	Qualifiers
Lead	mg/kg	47.2	49.2	104	80-120	

MATRIX SPIKE & MATRIX SPIKE DUPLICATE: 3907704 3907705

Parameter	Units	10552718001 Result	MS Spike Conc.	MSD Spike Conc.	MS Result	MSD Result	MS % Rec	MSD % Rec	% Rec Limits	RPD	Max RPD	Qual
Lead	mg/kg	4.3	48.7	50.2	56.7	67.5	108	126	75-125	17	20	M1

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA

Project: 21583 16585 Budrow Ave

Pace Project No.: 10553213

QC Batch: 733023

Analysis Method: EPA 8082A

QC Batch Method: EPA 3546

Analysis Description: 8082A GCS PCB

Laboratory: Pace Analytical Services - Minneapolis

Associated Lab Samples: 10553213001, 10553213002

METHOD BLANK: 3907639

Matrix: Solid

Associated Lab Samples: 10553213001, 10553213002

Parameter	Units	Blank Result	Reporting Limit	Analyzed	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1221 (Aroclor 1221)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1232 (Aroclor 1232)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1242 (Aroclor 1242)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1248 (Aroclor 1248)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1254 (Aroclor 1254)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1260 (Aroclor 1260)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1262 (Aroclor 1262)	ug/kg	ND	50.0	04/05/21 15:40	
PCB-1268 (Aroclor 1268)	ug/kg	ND	50.0	04/05/21 15:40	
Decachlorobiphenyl (S)	%.	94	57-125	04/05/21 15:40	
Tetrachloro-m-xylene (S)	%.	86	59-125	04/05/21 15:40	

LABORATORY CONTROL SAMPLE & LCSD: 3907640

3907641

Parameter	Units	Spike Conc.	LCS Result	LCSD Result	LCS % Rec	LCSD % Rec	% Rec Limits	RPD	Max RPD	Qualifiers
PCB-1016 (Aroclor 1016)	ug/kg	1000	770	885	77	88	68-125	14	20	
PCB-1260 (Aroclor 1260)	ug/kg	1000	874	976	87	98	68-125	11	20	
Decachlorobiphenyl (S)	%.				96	102	57-125			
Tetrachloro-m-xylene (S)	%.				79	90	59-125			

Results presented on this page are in the units indicated by the "Units" column except where an alternate unit is presented to the right of the result.

REPORT OF LABORATORY ANALYSIS

This report shall not be reproduced, except in full,
without the written consent of Pace Analytical Services, LLC.

QUALIFIERS

Project: 21583 16585 Budrow Ave

Pace Project No.: 10553213

DEFINITIONS

DF - Dilution Factor, if reported, represents the factor applied to the reported data due to dilution of the sample aliquot.

ND - Not Detected at or above adjusted reporting limit.

TNTC - Too Numerous To Count

J - Estimated concentration above the adjusted method detection limit and below the adjusted reporting limit.

MDL - Adjusted Method Detection Limit.

PQL - Practical Quantitation Limit.

RL - Reporting Limit - The lowest concentration value that meets project requirements for quantitative data with known precision and bias for a specific analyte in a specific matrix.

S - Surrogate

1,2-Diphenylhydrazine decomposes to and cannot be separated from Azobenzene using Method 8270. The result for each analyte is a combined concentration.

Consistent with EPA guidelines, unrounded data are displayed and have been used to calculate % recovery and RPD values.

LCS(D) - Laboratory Control Sample (Duplicate)

MS(D) - Matrix Spike (Duplicate)

DUP - Sample Duplicate

RPD - Relative Percent Difference

NC - Not Calculable.

SG - Silica Gel - Clean-Up

U - Indicates the compound was analyzed for, but not detected.

N-Nitrosodiphenylamine decomposes and cannot be separated from Diphenylamine using Method 8270. The result reported for each analyte is a combined concentration.

Pace Analytical is TNI accredited. Contact your Pace PM for the current list of accredited analytes.

TNI - The NELAC Institute.

BATCH QUALIFIERS

Batch: 733226

[M5] A matrix spike/matrix spike duplicate was not performed for this batch due to insufficient sample volume.

ANALYTE QUALIFIERS

M1 Matrix spike recovery exceeded QC limits. Batch accepted based on laboratory control sample (LCS) recovery.

P1 Routine initial sample volume or weight was not used for extraction, resulting in elevated reporting limits.

REPORT OF LABORATORY ANALYSIS

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QUALITY CONTROL DATA CROSS REFERENCE TABLE

Project: 21583 16585 Budrow Ave

Pace Project No.: 10553213

Lab ID	Sample ID	QC Batch Method	QC Batch	Analytical Method	Analytical Batch
10553213001	GWG	EPA 3546	733023	EPA 8082A	733226
10553213002	SBG	EPA 3546	733023	EPA 8082A	733226
10553213003	EWP	EPA 3050B	733029	EPA 6020B	733166
10553213004	GTP	EPA 3050B	733029	EPA 6020B	733166
10553213005	TWP	EPA 3050B	733029	EPA 6020B	733166
10553213006	SAWP	EPA 3050B	733029	EPA 6020B	733166
10553213007	BERP	EPA 3050B	733029	EPA 6020B	733166

REPORT OF LABORATORY ANALYSIS

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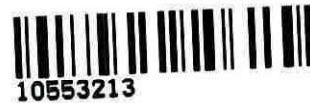
	Document Name: Sample Condition Upon Receipt Form	Document Revised: 25Feb2020 Page 1 of 1
	Document No.: F-VM-C-001-rev.14	Issuing Authority: Pace Virginia Minnesota Quality Office

**Sample Condition
Upon Receipt**

Client Name: NTS

Project #:

WO# : 10553213



Courier: ☐ Fed Ex ☐ UPS ☐ USPS ☒ Client
☐ Commercial ☐ Pace ☐ Other: _____

Tracking Number: _____

Custody Seal on Cooler/Box Present? ☐ Yes ☒ No Seals Intact? ☐ Yes ☐ No

Optional: Proj. Due Date: _____ Proj. Name: _____

Packing Material: ☐ Bubble Wrap ☐ Bubble Bags ☒ None ☐ Other: _____ Temp Blank? ☐ Yes ☒ No

Thermometer Used: ☐ 140792808 Type of Ice: ☐ Wet ☐ Blue ☒ None ☐ Samples on ice, cooling process has begun

Cooler Temp Read °C: _____ Cooler Temp Corrected °C: AMB Biological Tissue Frozen? ☐ Yes ☐ No ☒ NA

Temp should be above freezing to 6 °C Correction Factor: _____ Date and Initials of Person Examining Contents: Bm 4/1/21

Comments:

Chain of Custody Present?	☒ Yes ☐ No ☐ N/A	1.
Chain of Custody Filled Out?	☒ Yes ☐ No ☐ N/A	2.
Chain of Custody Relinquished?	☒ Yes ☐ No ☐ N/A	3.
Sampler Name and Signature on COC?	☒ Yes ☐ No ☐ N/A	4.
Samples Arrived within Hold Time?	☒ Yes ☐ No ☐ N/A	5. If Fecal: ☐ <8 hours ☐ >8, <24 hours ☐ >24 hours
Short Hold Time Analysis (<72 hr)?	☐ Yes ☒ No ☐ N/A	6.
Rush Turn Around Time Requested?	☒ Yes ☐ No ☐ N/A	7. <u>5-DAY</u>
Sufficient Volume?	☒ Yes ☐ No ☐ N/A	8.
Correct Containers Used?	☒ Yes ☐ No ☐ N/A	9.
-Pace Containers Used?	☒ Yes ☐ No ☐ N/A	
Containers Intact?	☒ Yes ☐ No ☐ N/A	10.
Filtered Volume Received for Dissolved Tests?	☐ Yes ☐ No ☒ N/A	11. Note if sediment is visible in the dissolved containers.
Sample Labels Match COC?	☒ Yes ☐ No ☐ N/A	12.
-Includes Date/Time/ID/Analysis Matrix: <u>SL</u>		
All containers needing acid/base preservation properly preserved?	☐ Yes ☐ No ☒ N/A	13. Note samples needing adjustment:
Headspace in Methyl Mercury Container	☐ Yes ☐ No ☒ N/A	14.
Headspace in VOA Vials (>6mm)?	☐ Yes ☐ No ☒ N/A	15.
Trip Blank Present?	☐ Yes ☐ No ☒ N/A	16.
Trip Blank Custody Seals Present?	☐ Yes ☐ No ☒ N/A	
Pace Trip Blank Lot # (if purchased): _____		

CLIENT NOTIFICATION/RESOLUTION

Field Data Required? ☐ Yes ☐ No

Person Contacted: _____ Date/Time: _____

Comments/Resolution: _____

SEE EXCEPTION FORM Y N

FECAL WAIVER ON FILE Y N

TEMPERATURE WAIVER ON FILE Y N

Project Manager Review: Nikki Jarve Date: 4/1/21

Note: Whenever there is a discrepancy affecting North Carolina compliance samples, a copy of this form will be sent to the North Carolina DEHNR Certification Office (i.e. out of hold, incorrect preservative, out of temp, incorrect containers)



**Minnesota Pollution
Control Agency**

520 Lafayette Road North
St. Paul, MN 55155-4194

Pre-Renovation/Demolition Environmental Checklist

Asbestos Program

Doc Type: Compliance/Enforcement Correspondence

Minn. R. 7035.0805 requires that you remove the items below before starting a renovation or demolition project, and then manage and recycle or dispose of them correctly. This checklist is provided to help you manage the project and does not need to be submitted to the Minnesota Pollution Control Agency unless requested.

Project Information

Structure owner

Name: Itasca County Land Department
Address: 1177 LaPrairie Avenue
City, State, Zip: Grand Rapids, MN 55744
Contact name: Michael Gibbons
Phone number: 218-327-7357

Demolition contractor

Name: _____
Address: _____
City, State, Zip: _____
Contact name: _____
Phone number: _____

Structure information

Building name: Residential Dwelling & Outbuildings
Address/Location: 16585 Budrow Avenue
City, State, Zip: Pengilly, MN 55744
Age of bldg (yrs): 90 +/- Size of bldg (sq ft): 792 +/-, 270 +/-, 252 +/-, 1224 +/-
Present use of bldg: Vacant Residential Dwelling & Outbuildings

Prior use of bldg: Residential

Dates of renovation, demolition, or fire training burn:

Start date: _____ End date: _____
(mm/dd/yy) (mm/dd/yy)

Mercury	Qty		Qty		Qty
Batteries		Firestats:		Boiler insulation:	
Smoke detectors:		Manometers:		HVAC duct insulation:	
Emergency lighting systems:		Thermometers:		Ductwork flexible fabric	
Elevator control panels:		Boilers, furnaces, heaters,		connections:	
Exit signs:		and tanks		Fireproofing materials:	
Security systems and alarms:		Mercury flame sensors by		Fire doors:	
Lighting		pilot lights:		Flooring:	
Fluorescent lights:	4	Manometers, thermometers,		Vinyl floor tile:	
High intensity discharge		gauges:		Vinyl sheet flooring:	60 SF
Metal halide:		Pressure-trol:		Asphalt tile:	324 SF
High pressure sodium:		Float or level controls:		Linoleum paper backing:	
Mercury vapor:		Space heater controls:		Mastic/glue (floor tile, carpet, etc.)	
Neon:		Electrical systems		Electrical	
Switches for lighting using		Load meters & supply relays:		Electrical panels:	
mercury relays (look for any		Phase splitters:		Electrical wiring insulation:	
control associated with exterior		Micro relays:		Heating and electrical	
or automated lighting systems):		Mercury displacement relays:		ducts/conduit:	
"Silent" wall switches:		Asbestos		Pipe and other insulation	
Heating, ventilating, and		Boiler rooms		Aircell (corrugated cardboard):	
air conditioning systems		Boilers, furnaces, fireplaces,		Millboard:	
Thermostats:		and their components:		Preform:	
Aquastats:		Cement sheets near heating		Joint compound:	
Pressurestats:		equipment:			

Asbestos (continued)	Qty		Qty		Qty
Spray applied insulation:		ChloroFluoroCarbons		Lead-acid batteries (lighting, exit signs, security systems):	
Blown-in insulation:		Fire extinguishers (both portable and installed halon suppression systems):	1	Lead flashing molds and roof vents:	
Block:		Air conditioners (rooftop, room, and central):		Lead pipes and solder:	
Surfacing materials		Walk in coolers (refrigeration or cold storage areas):		Lead-lined X-ray rooms:	
Acoustical plaster:		Water fountains and dehumidifiers:		Other	
Decorative plaster:		Refrigerators/freezers/chillers:	3	Solid waste (all non-building components such as unattached carpet, files, books, trash, desks, chairs, etc.) must be removed prior to demolition:	75 CY +/-
Textured paints & coatings:		Heat pumps:		Hazardous waste (including household) must be properly handled and disposed of prior to demolition:	20 CY +/-
Spray-applied materials (acoustical, decorative, or insulative):		Vending machines/food display cases:		Oil (used oil, hydraulic oils in door closers, elevator shafts, etc.) must be collected and properly disposed of prior to demolition:	< 1 CY
Roofing		Poly-Chlorinated BiPhenyls (PCBs)		Tanks (no evidence of former heating tanks or storage tanks exist):	300 gallon
Roofing shingles:	Tar- 250 SF	Transformers:		Appliances must be recycled by an appliance recycler:	10
Roofing felt:		Transistors:		Electronics:	10
Base flashing:		Capacitors:			
Cement materials (Transite)		Heat transfer equipment:			
Cement pipes (flues & vents):		Light ballasts:			
Cement wallboard:		Lead			
Cement siding:	15 LF	Lead-based paint (woodwork, metal equipment, interior/ exterior uses):	468 sq ft		
Pegboard:					
Ceiling materials					
Ceiling tiles:					
Ceiling tile adhesives (pucks):					
Lay-in ceiling panels:					
Acoustical tiles:					
Miscellaneous					
Taping, joint, and spackling compound:					
Caulking/putties:					
Fire curtains and blankets:					
Laboratory hoods, table tops, gloves, etc.:					
Gaskets:					

If you have questions or comments about this checklist, identify any additional items not found in this list, or would like to discuss an individual project, contact the Minnesota Pollution Control Agency at 651-296-6300 or 1-800-657-3864.

Affiliation with project: Certified Asbestos Inspector Title: Asbestos Inspector
Printed name: Ian R. Strasburg Date: 03-31-2021

Important Note:

This guidance document is not intended as a substitute for reading Minnesota Rules and Statutes and making your own independent determination of their applicability to your renovation/demolition project. Examples in this guidance document do not represent an exhaustive listing of type of materials that may be required to be removed from a building prior to renovation/demolition.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1732

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

2021 Itasca County Tax-Forfeited and Direct County Land Sale

BOARD ACTION REQUESTED:

Adopt the Resolution RE: Authorizing and Fixing the Terms of Sale for the 2021 Tax-Forfeited and Direct County land sale on Friday, October 22, 2021 at 10:00 A.M. in the Boardroom of the Itasca County Courthouse.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. NOTICE AND TERMS for RBA 2021 Fall Land Auction
2. NOTICE AND TERMS for RBA 2021 Fall Land Auction UPDATED

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

RESOLUTION 2021-48

RE: AUTHORIZING AND FIXING THE TERMS OF SALE

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

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

NOW THEREFORE BE IT RESOLVED, that the Notice of Tax-Forfeited Land And Direct County Land Sale be given by publication in the official newspaper of the County as provided by law, that the County Auditor of Itasca County offer such parcels of land for sale in the order in which they appear in said Notice of Sale and that such sale shall commence at 10:00 A.M. on October 22, 2021 in the Itasca County Board Room, Itasca County Courthouse, Grand Rapids, MN.

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

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 24th day of August 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 24th day of August A.D. 2021.

Administrator

**NOTICE OF ITASCA COUNTY TAX-FORFEITED AND DIRECT COUNTY LAND SALE
ITASCA COUNTY BOARDROOM - OCTOBER 22, 2021, 10:00 A.M.**

NOTICE IS HEREBY GIVEN, for sale to the highest bidder at the COUNTY BOARDROOM in the COUNTY COURTHOUSE, CITY OF GRAND RAPIDS, COUNTY OF ITASCA, MINNESOTA, the following described parcels of land forfeited to the State of MN for nonpayment of taxes, which have been classified and appraised as provided by law, and direct county lands. Said sale will be governed as to terms by resolution of the County Board authorizing the same and shall commence at **10:00 A.M. on OCTOBER 22, 2021.**

-Bidding on Tracts 1-11 will begin at 10:00 A.M., with registration from 9:30 AM to 10:00 AM.

-Bidding on Tracts 12-27 will begin at 11:00 A.M., with registration from 10:30 AM-11:00 AM.

-Please come at the time appropriate for the tracts you intend to bid on.

KORY CEASE, Itasca Co. Land Commissioner

JEFF WALKER, Itasca Co. Auditor/Treasurer

Any CDC, MDH and Itasca County COVID-19 safety guidelines set forth at the time of the auction will be followed. MDH screening checklist will be followed: *If you have had any of the following symptoms that you cannot attribute to another health condition, to-wit: Fever or feeling feverish, chills, a cough, shortness of breath, a sore throat, muscle aches, headache, loss of smell or taste, please do not attend.* In an effort to limit attendance as recommended by CDC guidelines, **if you do not intend to bid, please do not attend.** The auction results will be posted on the county's real estate website.

RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING THE TERMS OF SALE

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

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

THEREFORE, BE IT RESOLVED, that the Notice Of Tax-Forfeited Land and Direct County Land Sale be given by publication in the official newspaper of the County as provided by law, that the County Auditor of Itasca County offer such parcels of land for sale in the order in which they appear in said Notice of Sale and that such sale shall commence at 10:00 A.M. on OCTOBER 22, 2021 in the Itasca County Board Room, County Courthouse, Grand Rapids, MN.

TERMS OF SALE

The County Board is by law designated to provide terms for the sale of such land and such parcels shall be sold on the following terms, to wit: Tracts will be sold by oral auction to the highest bidder at not less than the appraised tract value listed. Bidding shall be by ORAL BID ONLY. All bid raises shall be made on a dollar basis for the total appraised value of the tract, and in no case will less than \$5.00 bid raises be considered.

The appraised value of timber products listed and 15% of the appraised value of the land and 15% of the appraised value of building or improvement must be paid on the day of the land sale, except that for parcels under \$501, the full amount of the parcel is due on the day of the sale. Any remaining balance must be paid within 30 days. No timber or earthen materials shall be removed, cut or damaged until the entire purchase price for the parcel is paid in full.

All bidders must register at the times stated above on OCTOBER 22, 2021, before the beginning of the land sale, register with County sale staff and receive a number for bidding purposes. Registration will require picture identification acceptable to the County. No bidder can act in any capacity on behalf of a non-eligible bidder for the purpose of purchasing tax-forfeited or direct county land from Itasca County.

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235

and any associated liabilities. No representation is made as to the condition of the structure, its fixtures or contents, or their suitability for any particular use.

As required by Laws of Minnesota 1969, Chapter 373, Subd. 6., there will be added to the sale price of any tax-forfeited land, an amount equal to three percent (3%) of the total price, said additional amount to be deposited to the State Treasury and credited to the tax-forfeited land assurance account.

All parcels of land sold hereunder shall be subject to zoning ordinances, existing easements, existing railway and highway easements, power and pipeline easements and leases, if any.

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

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

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

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

All land not sold at the auction may be purchased at any time thereafter at not less than the appraised price to the first party that submits signed purchase agreement and payment per these terms of sale, or to the highest bidder or by sealed bid in the case of two or more simultaneously interested parties, until such time as the County Board or Land Commissioner may order a reappraisal, or withdraw said lands from sale.

Pursuant to Minn. Stat. 282.014, a \$25.00 fee will be charged to purchasers of tax-forfeited land for issuance of the state tax deed. Purchasers of direct county land must pay a \$25.00 deed issuance fee and will receive a Quit Claim Deed from Itasca County.

Pursuant to Minn. Stat. 282.12, the State of Minnesota shall reserve all tax-forfeited minerals and mineral rights, and water-power rights on tax-forfeited lands. Pursuant to the terms of Minn. Stat. 373.01, all mineral rights shall be reserved on direct county lands, together with the right to explore for, mine, and remove minerals thereon.

Minnesota Statute 282.014 requires that all State tax deeds be recorded with the County Recorder prior to issuing the deed to the purchaser. The purchaser must pay the \$46.00 recording fee. In the event of Torrens Property there may be additional recording fees.

A deed tax of \$1.65 for the first \$3,000.00 of the purchase price plus \$1.65 for each additional \$500.00 or fraction thereof shall be paid by the purchaser to the County Auditor/Treasurer.

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

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

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

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

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

Questions regarding the sale should be directed to Itasca County Land Department, Real Estate Office, 1177 LaPrairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855). Land sale list is also available on-line at www.co.itasca.mn.us.

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-Please come at the time appropriate for the tracts you intend to bid on.

KORY CEASE, Itasca Co. Land Commissioner

JEFF WALKER, Itasca Co. Auditor/Treasurer

Any CDC, MDH and Itasca County COVID-19 safety guidelines set forth at the time of the auction will be followed. MDH screening checklist will be followed: *If you have had any of the following symptoms that you cannot attribute to another health condition, to-wit: Fever or feeling feverish, chills, a cough, shortness of breath, a sore throat, muscle aches, headache, loss of smell or taste, please do not attend.* In an effort to limit attendance as recommended by CDC guidelines, **if you do not intend to bid, please do not attend.** The auction results will be posted on the county's real estate website.

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

THEREFORE, BE IT RESOLVED, that the Notice Of Tax-Forfeited Land and Direct County Land Sale be given by publication in the official newspaper of the County as provided by law, that the County Auditor of Itasca County offer such parcels of land for sale in the order in which they appear in said Notice of Sale and that such sale shall commence at 10:00 A.M. on OCTOBER 22, 2021 in the Itasca County Board Room, County Courthouse, Grand Rapids, MN.

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The appraised value of timber products listed and 15% of the appraised value of the land and 15% of the appraised value of building or improvement must be paid on the day of the land sale, except that for parcels under \$501, the full amount of the parcel is due on the day of the sale. Any remaining balance must be paid within 30 days. No timber or earthen materials shall be removed, cut or damaged until the entire purchase price for the parcel is paid in full.

All bidders must register at the times stated above on OCTOBER 22, 2021, before the beginning of the land sale, register with County sale staff and receive a number for bidding purposes. Registration will require picture identification acceptable to the County. No bidder can act in any capacity on behalf of a non-eligible bidder for the purpose of purchasing tax-forfeited or direct county land from Itasca County.

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235

and any associated liabilities. No representation is made as to the condition of the structure, its fixtures or contents, or their suitability for any particular use.

As required by Laws of Minnesota 1969, Chapter 373, Subd. 6., there will be added to the sale price of any tax-forfeited land, an amount equal to three percent (3%) of the total price, said additional amount to be deposited to the State Treasury and credited to the tax-forfeited land assurance account.

All parcels of land sold hereunder shall be subject to zoning ordinances, existing easements, existing railway and highway easements, power and pipeline easements and leases, if any.

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

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

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

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

All land not sold at the auction may be purchased at any time thereafter at not less than the appraised price to the first party that submits signed purchase agreement and payment per these terms of sale, or to the highest bidder or by sealed bid in the case of two or more simultaneously interested parties, until such time as the County Board or Land Commissioner may order a reappraisal, or withdraw said lands from sale.

Pursuant to Minn. Stat. 282.014, a \$25.00 fee will be charged to purchasers of tax-forfeited land for issuance of the state tax deed. Purchasers of direct county land must pay a \$25.00 deed issuance fee and will receive a Quit Claim Deed from Itasca County.

Pursuant to Minn. Stat. 282.12, the State of Minnesota shall reserve all tax-forfeited minerals and mineral rights, and water-power rights on tax-forfeited lands. Pursuant to the terms of Minn. Stat. 373.01, all mineral rights shall be reserved on direct county lands, together with the right to explore for, mine, and remove minerals thereon.

Minnesota Statute 282.014 requires that all State tax deeds be recorded with the County Recorder prior to issuing the deed to the purchaser. The purchaser must pay the \$46.00 recording fee. In the event of Torrens Property there may be additional recording fees.

A deed tax of \$1.65 for the first \$3,000.00 of the purchase price plus \$1.65 for each additional \$500.00 or fraction thereof shall be paid by the purchaser to the County Auditor/Treasurer.

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

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

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

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

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

Questions regarding the sale should be directed to Itasca County Land Department, Real Estate Office, 1177 LaPrairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855). Land sale list is also available on-line at www.co.itasca.mn.us.

ITASCA COUNTY TAX-FORFEITED 2021 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
UNPLATTED												
1	32.72	^10-013-2210	11581 State Hwy 1, Cook	13	62	22	Northwest Quarter of the Northwest Quarter (NW of NW) less West 400 feet of the South 218 feet and less part of the Northwest Quarter of the Northwest Quarter (NW of NW), Section Thirteen (13), Township Sixty-two (62) North of Range Twenty-two (22), West of the Fourth Principal Meridian, described as follows: assuming that the West line of the NW1/4 of the NW1/4 to run due North and South and the South line of said Quarter Quarter to run due East and West and beginning at the Southwest corner of said Quarter Quarter; thence North along the West line of said Quarter Quarter a distance of 468 feet to a point; thence South 70 degrees East, a distance of 730.95 feet to a point; thence East parallel to the South line of said Quarter Quarter, a distance of 318.36 feet to a point; thence South parallel to the West line of said Quarter Quarter, a distance of 218 feet more or less to the South line of said Quarter Quarter; thence West along the South line of said Quarter Quarter, a distance of 1005.23 feet to a point of beginning. Less the West 400 feet of the South 218 feet thereof.	-\$15,000.00	\$38,200.00	\$1,100.00		\$24,300.00
2	2.42	* 30-019-2303 *S*	36719 State Hwy 65, Nashwauk	19	57	22	That part of Government Lot Two (2), Section Nineteen (19), Township Fifty-seven (57) North, Range Twenty-two (22) West of the Fourth Principal Meridian, described as follows: Assuming the South line of said Government Lot 2 to be due East and West, commencing at the Southwest corner of said Government Lot 2; thence East along the South line of said Government Lot 2 a distance of 919.60 feet; thence North parallel to the East line of said Government Lot 2 a distance of 543.60 feet to the point of beginning; thence South parallel to the East line of said Government Lot 2 a distance of 543.60 feet to the South line of said Government Lot 2; thence East along the South line of said Government Lot 2 a distance of 208.00 feet; thence North parallel to the East line of said Government Lot 2 a distance of 466.19 feet; thence in a Northwesterly direction along the South right of way of State of Minnesota Highway Number 65 for a distance of 222 feet, more or less, to the point of beginning.	\$0.00	\$12,300.00	\$1,200.00		\$13,500.00
3	1.2	34-012-4103	Sago Twp	12	53	23	Revised Description 1 of Northeast Quarter of the Southeast Quarter (NE SE), Section Twelve (12), Township Fifty-three (53), Range Twenty-three (23) SEE EXHIBIT A FOR COMPLETE DESCRIPTION	\$0.00	\$1,000.00	\$200.00		\$1,200.00
4	10	*41-026-2102	35677 North Star Lane, Grand Rapids	26	57	25	South Six Hundred Sixty feet (S. 660') of the East Six Hundred Sixty feet (E. 660') of Lot Two (2), Section Twenty-six (26), Township Fifty-seven (57), Range Twenty-five (25), West of the Fourth Principal Meridian.	\$9,800.00	\$26,400.00	\$3,600.00		\$39,800.00
5	4.02	43-023-2101	Wirt Twp	23	149	26	South Four Hundred Feet (S. 400') of the North Nine Hundred Twenty-five Feet (N. 925') of the East Four Hundred Thirty-five and Sixty Hundredths Feet (E. 435.60') of Northeast Quarter of the Northwest Quarter (NE of NW), Section Twenty-three (23), Township One Hundred Forty-nine (149), Range Twenty-six (26)	\$0.00	\$6,600.00	\$2,400.00		\$9,000.00

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
6	2.02	* 49-023-1106	59-22 unorganized	23	59	22	West Sixty-six Feet (W. 66') of the East One Hundred Thirty-two Feet (E. 132') of Northeast Quarter of Northeast Quarter (NE of NE), Section Twenty-three (23), Township Fifty-nine (59), Range Twenty-two (22)	\$0.00	\$570.00	\$930.00		\$1,500.00
	2.02	* 49-023-1108	59-22 unorganized	23	59	22	East Sixty-six Feet (E. 66') of the Northeast Quarter of the Northeast Quarter (NE of NE), Section Twenty-three (23), Township Fifty-nine (59), Range Twenty-two (22)					
7	0.78	^^ 85-027-3321 *S*	301 Rajala Mill Road, Bigfork	27	61	26	North One Hundred Feet (N. 100') of the West Three Hundred Forty Feet (W. 340') of the Southwest Quarter of the Southwest Quarter (SW of SW), which lies South of the Right of Way, Section Twenty-seven (27), Township Sixty-one (61), Range Twenty-six (26)	\$3,130.00	\$4,500.00	\$0.00	-\$6,130.00	\$1,500.00
8	1.76	* 97-003-2301	33547 Munson Road, Bovey	3	56	24	A tract of land situated in the Southwest Quarter of the Northwest Quarter (SW of NW), Section Three (3), Township Fifty-six (56) North, Range Twenty-four (24), West of the Fourth Principal Meridian, more particularly described as follows: Commencing at the Southwest corner of the NW1/4 of Section 3; thence due North (assuming the West line of Section 3 to be due North and South) a distance of 165 feet to the point of beginning; thence due East a distance of 27 feet to the Southwest corner of Lot 6; thence due East a distance of 45 feet to the Southeast corner of Lot 6; thence North 44 degrees 46 minutes East a distance of 460 feet more or less to the South boundary of the Old Scenic Highway which point is the Northeast corner of Lot 6; thence North and West along the South boundary of the Old Scenic Highway a distance of 215 feet more or less to the Northwest corner of Lot 6; thence South 26 degrees 07 minutes West a distance of 550 feet more or less back to the Southwest corner of Lot 6; thence due West a distance of 27 feet back to the point of beginning.	\$ (9,000.00)	\$ 8,500.00	\$1,000.00		\$ 500.00

^Subject to driveway agreement with adjacent landowner.

^^Possible building encroachment onto adjoining parcel.

*S*Special Assessments to be reinstated upon sale of property.

*Subject to a highway right-of-way reservation.

NOTE: Special Assessment totals are only approximate

Exact total of Special Assessment must be verified with municipality

PLATTED

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE		APPRAISED VALUE
9	2.37	18-420-0180	16585 Budrow Avenue, Pengilly	13	56	23	Lots Eighteen (18), Nineteen (19) & those parts of Lots Twenty-four (24) and Lot Twenty-five (25) that lie northerly of the northerly right of way of the Great Northern Railway Spur to the Range Sand Lime Brick Company, CARPENTER-HILL-WAHLSTROM SUBDIVISION	\$ -	\$ 11,900.00	\$ 100.00		\$ 12,000.00
10	1	*** ^^^ 74-410-0130	51382 US Hwy 2, Deer River	2	144	26	Lot Five (5), Block A AUDITOR'S SUBDIVISION NUMBER 23	\$ (2,000.00)	\$ 3,000.00	\$ -	\$ -	\$ 1,000.00
11	0.6	* 74-410-0155	144-26 unorganized	2	144	26	All that part of Lot Ten (10) & that part of vacated TH 8 lying North and adjacent to said Lot 10 except that part being East of a line 196 feet East of the Center line of CSAR 137, Block A, Auditor's Subd #23	\$ -	\$ 2,100.00	\$ 100.00		\$ 2,200.00
	0.8	* 74-410-0160	144-26 unorganized	2	144	26	All that part of Lot Ten (10), Block A AUDITOR'S SUBDIVISION NUMBER 23, and that part of vacated trunk highway #8, lying North and adjacent to said Lot Ten (10), lying and being East of a line marked by two iron pipes, One Hundred Ninety-six (196') feet East of the center line of County Aid Road #137. LESS ROW ALONG RD					
12	0.15	87-410-0215	112 Corey Street, Calumet	21	56	23	Lots Six (6) and Seven (7), Block Two (2) CALUMET	\$ -	\$ 1,400.00	\$ -	\$ -	\$ 1,400.00
13	0.43	87-410-0330	106 Third Ave., Calumet	21	56	23	Lots Twenty-two (22) thru Twenty-seven (27), Block Three (3) CALUMET	\$ -	\$ 4,200.00	\$ -	\$ -	\$ 4,200.00
14	0.14	87-410-0705	337 Third Avenue, Calumet	21	56	23	Lots One (1) and Two (2), Block Five (5), Calumet	\$ 29,000.00	\$ 1,400.00	\$ -		\$ 30,400.00
15	0.18	87-410-1380 *S*	632 Sixth Avenue, Calumet	21	56	23	East One Half of Lot Twenty-five (25), and all of Lots Twenty-six (26) and Twenty-seven (27), Block Thirteen (13), Calumet	\$ 15,228.00	\$ 1,700.00	\$ -	\$ (1,928.00)	\$ 15,000.00
16	0.2	89-430-0161/89-480-1720	312 SE Second Street, Deer River	36	145	25	East One Hundred Twenty feet (E. 120') of Lots Thirteen (13) and Fourteen (14), Block Seventeen (17) ITASCA CITY *Subject To Roadway Easement to the City of Deer River	\$ -	\$ 500.00	\$ -		\$ 500.00
17	0.24	91-425-0230 *S*	604 NE 9th Ave, Grand Rapids	21	55	25	Lots Thirteen (13) thru Fifteen (15), Block Two (2), Third Division of Grand Rapids	\$ -	\$ 16,000.00	\$ -	\$ (29,221.00)	\$ 500.00
18	0.9	91-502-0150 *S*	Grand Rapids City	33	55	25	Lot Ten (10), Block One (1), DON-AL ADDITION	\$ -	\$ 16,000.00	\$ 400.00	\$ (860.00)	\$ 15,540.00
19	0.19	91-555-0720 *S*	821 NW 8th Ave., Grand Rapids	17	55	25	All of Lot Four (4) and the North Fourteen feet (N. 14') of Lot Five (5), Block Seven (7), Houghton's Second Addition to Grand Rapids	\$ 24,993.00	\$ 16,000.00	\$ -	\$ (493.00)	\$ 40,500.00

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE		APPRAISED VALUE
20	0.42	^^^^ 93-440-0110	LaPrairie City	23	55	25	Block One (1), Buells Addition	\$ -	\$ 4,400.00	\$ 500.00		\$ 4,900.00
	0.9	^^^^ 93-440-0220	LaPrairie City	23	55	25	Lots One (1) thru Six (6), Block Two (2), Buells Addition					
21	0.11	95-410-1560 *S*	401 Central Ave., Nashwauk	32	57	22	Lot Eleven (11), Block Fifteen (15) NASHWAUK	\$ -	\$ 1,500.00		\$ (6,396.25)	\$ 500.00
22	0.18	*** 97-440-1510	211 S. Guyer St., Taconite	27	56	24	Lots Fourteen (14) thru Seventeen (17), Block Fifteen (15), HOLMAN	\$ 44,700.00	\$ 4,000.00	\$ -		\$ 48,700.00

WATERFRONT

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE		APPRAISED VALUE
23	0.4	**** 22-013-1203	Lake Jessie Twp	13	148	25	That part of Government Lot Two (2), Section Thirteen (13), Township One Hundred Forty-eight (148), Range Twenty-five (25), described as follows: Beginning at a point on the shoreline of Big Too Much Lake 435.0 Feet North of the Southwest corner of said Lot 2; thence East a distance of 114.00 Feet; thence due South a distance of 135.0 Feet; thence due West a distance of 94.0 Feet to a point on the shoreline of Big Too Much Lake; thence North along said shoreline to the point of beginning.	\$ (5,000.00)	\$ 41,400.00	\$ 100.00		\$ 36,500.00
24	6.46	43-010-3410	52700 County Road 29, Wirt	10	149	26	See EXHIBIT A	\$ 7,900.00	\$ 31,700.00	\$2,300.00		\$ 41,900.00
25	0.41	** 58-420-0010	Wildwood Twp	22	53	25	Lot One (1) Harbor Haven	\$ -	\$ 39,600.00	\$ 300.00		\$ 39,900.00
	0.41	** 58-420-0020					Lot Two (2) Harbor Haven					
26	5.8	07-030-4301	Bigfork Twp	30	61	26	That part of the Southwest Quarter of the Southeast Quarter (SW of SE) lying North of the center of Bigfork River and LESS the West Seven Hundred Thirty-five feet (W. 735') thereof, Section Thirty (30), Township Sixty-one (61), Range Twenty-six (26).	\$ -	\$ 37,000.00	\$4,900.00		\$ 41,900.00
	32	07-030-4400	Bigfork Twp	30	61	26	The Southeast Quarter of the Southeast Quarter (SE of SE) lying North and East of the center of Bigfork River, Section Thirty (30), Township Sixty-one (61), Range Twenty-six (26).					

DIRECT COUNTY

27	1.61	10-023-3203	Carpenter Twp	23	62	22	South Three Hundred Fifty-seven feet (S. 357') of the North Four Hundred Sixty-seven feet (N. 467') of the West Two Hundred feet (W. 200') of the Northwest Quarter of the Southwest Quarter (NW SW), Section Twenty-three (23), Township Sixty-two (62), Range Twenty-two (22)	\$ -	\$ 2,730.00	\$1,170.00		\$ 3,900.00
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**Subject to Restrictive Covenants of Plat

***Possible building encroachment on adjacent parcel

^^^Access is to an undeveloped platted street

****Easement for ingress & egress over private drive

S Special Assessment to be reinstated upon sale of property

^^^ No legal access

NOTE: Special Assessment totals are only approximate

Exact total of Special Assessment must be verified with municipality

EXHIBIT A

Tract 3: 34-012-4103 Legal Description

All that part of the Northeast Quarter of the Southeast Quarter (NE SE), Section Twelve (12), Township Fifty-three (53) North, Range Twenty-three (23) West of the Fourth Principal Meridian, lying on both sides of a straight line (said line being designated as Line "A") extending from a point in the South line of said Section 12 distant 563 Feet East of the South Quarter corner thereof; Northeasterly to a point in the North line of Section 7, Township 53 North, Range 22 West of the Fourth Principal Meridian, distant 1302 Feet East of the Northwest corner thereof more particularly described as follows: Beginning at a point on said Line "A" distant 1924 Feet Northeasterly from the South terminus of said Line "A"; thence Northwesterly in a straight line at right angles to said Line "A" a distance of 35 Feet to a point; thence Northeasterly in a straight line to a point 50 Feet Northwesterly on a line drawn at right angles to said Line "A" distant 300 Feet Northeasterly from the point of beginning; thence Northeasterly in a straight line parallel with said Line "A" and 50 Feet distant therefrom, a distance of 50 Feet to a point; thence Southeasterly in a straight line at right angles to the last described course a distance of 150 Feet to a point; thence Southwesterly in a straight line parallel with and distant 100 Feet Southeasterly from said Line "A" a distance of 350 Feet to a point; thence Northwesterly in a straight line at right angles to the last described course a distance of 100 Feet to the point of beginning.

Tract 24: 43-010-3410 Legal Description

Government Lot Eight (8), Section Ten (10), Township One Hundred Forty-nine (149) North, Range Twenty-six (26), North and West of the plat of Stanley, LESS the following described parcels: Beginning at the Southwest corner of Lot 4 of Block E of the Plat of Stanley, thence in a Westerly continuation of the South line of said Lot 4 a distance of 220 feet ; thence North at an angle of 90 degrees a distance of 260 feet; thence East at an angle of 90 degrees a distance of 220 feet; thence South along the West line of the Plat of Stanley to the point of beginning. And excepting all that part of said Government Lot Eight (8), Section 10, Township 149, Range 26 which lie North and East of a line which would be in the Northerly continuation of the West line of said above described excepted parcel, said line being extended from the Northwest corner of said above described excepted parcel to the Bigfork River and said line being the Westerly boundary of the parcel hereby excepted. And beginning at a point on the south boundary of Government Lot 8, 33 feet North and 30 feet West of the Northwest corner of Lot 2 of Bingham's First Addition to Wirt, thence West along the South line of said Lot 8 a distance of 208 feet; thence North and at right angles of said South line of Lot 8 a distance of 208 feet, thence East a distance of 208 feet, thence South a distance of 208 feet to the point of beginning. And beginning at a point 33 feet North and 30 feet West of the Northwest corner of Lot 2 of Bingham's First Addition to Wirt; thence East along the South boundary of Government Lot 8 a distance of approximately 256.5 feet to the intersection of the old "Y" crossing of the Minneapolis and Rainy River right-of-way; thence in a Northwesterly direction along the center line of the said "Y" crossing to a point directly North of the point of beginning; thence South to the point of beginning; according to the Government survey thereof on file and of record in the office of the Register of Deeds of said County and State. Except all that part of Government Lot 8, Section 10, Township 149 North, Range 26, West of the Fourth Principal Meridian lying East of the following described line: the South boundary of said Lot 8 is assumed an East and West bearing and the point of beginning being a point on the South boundary a distance of 921.2 feet West of the Southeast corner of said Lot 8; thence North 208 feet; thence North 03 degrees 49 minutes West a distance of 194.33 feet; thence North 16 degrees 35 minutes West to the water's edge of the Bigfork River and there terminate.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1733

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Private Landowners Grant Easement to County for Forest Management Access

BOARD ACTION REQUESTED:

Itasca County has been granted an easement by private landowners for forest management access; item is informational only, no action needed.

BACKGROUND:

The Land Department is in need of an access road for forest management purposes across land owned by Tony and Michelle Bickford, David Nyback, Scott Schulze, Rachel Schulze, Maggie and Adam Masloski, Andrew and Larissa Schulze and Jacob Schulze. The landowners have agreed to grant a road easement totaling over 1.40 miles in return for a land value payment of \$7,319.00 to be paid from Fund 12.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Bickford Ease signed 6-14-21
2. Nyback Ease signed 7-26-21
3. Schulze Ease signed 6-3-21

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

ROAD EASEMENT

In consideration of payment of the sum of Seven Hundred Thirteen dollars (\$713.00) for land value, the receipt of which is hereby acknowledged, Michelle J. Bickford and Tony M. Bickford, wife and husband, whose address is 38982 County Road 469, Cohasset, MN 55721, herein called "**Grantor**" on June 14, 2021, there is hereby granted to **the State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744**, its successors and assigns, herein called "**Grantee**", an easement for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across that part of the following described land, to-wit:

That part of the roadway located over and across the Northeast Quarter of the Northwest Quarter (NE NW) and the Northwest Quarter of the Southeast Quarter (NW SE), all in Section 24, Township 53, Range 24, lying within 16.5 feet of each side of the centerline of the existing road whose location is described in attached Exhibit A and as shown on the map attached hereto as Exhibit B.

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

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 5, which states that a county is not a road authority with respect to a road acquired for the purpose of managing tax-forfeited lands. This easement is subject to payment of the fee stated above.
2. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by **Grantor**.
3. All roadway construction and maintenance desired by the **Grantee** shall be the responsibility of the **Grantee** without any cost to the **Grantor**. Any merchantable timber cut by the **Grantee** on the above mentioned right-of-way will be paid for by the **Grantee** at prevailing timber prices.
4. The roadway which is the subject of this easement shall be open for management of tax-forfeited land by County personnel and its agents, and any parties with whom the County has contracted for management or any related work or services. This agreement does not authorize general public use of the roadway.
5. If the **Grantor** places a gate on the easement, the **Grantee** shall be given a key, or be allowed to interlock the **Grantee's** lock on the gate.

EXHIBIT A

EASEMENT DESCRIPTION

A 33.00 foot wide easement for Forest Management Road purposes, across that part of Section 24 and the Northwest Quarter of the Northeast Quarter of Section 25, all within Township 53 North, Range 24 West of Fourth Principal Meridian, Itasca County, Minnesota, the centerline of said 33.00 foot wide easement is described as follows:

Commencing at the northwest corner of the said Section 24, thence North 89 degrees 42 minutes 36 seconds East, assigned bearing, along the North line of the Northwest Quarter of said Section 24, a distance of 863.63 feet, to the point of beginning; thence South 02 degrees 32 minutes 05 seconds East 109.84 feet; thence southeasterly 102.73 feet along a tangential curve, concave to the northeast, with a central angle of 45 degrees 16 minutes 42 seconds, and a radius of 130.00 feet; thence South 47 degrees 48 minutes 47 seconds East, tangent to curve, a distance of 56.42 feet; thence southeasterly 119.32 feet along a tangential curve, concave to the southwest, with a central angle of 20 degrees 06 minutes 27 seconds, and a radius of 340.00 feet; thence South 27 degrees 42 minutes 21 seconds East, tangent to curve, a distance of 50.00 feet; thence South 25 degrees 18 minutes 10 seconds East 194.86 feet; thence South 13 degrees 25 minutes 05 seconds East 167.00 feet; thence South 25 degrees 14 minutes 42 seconds East 63.78 feet; thence South 19 degrees 49 minutes 59 seconds East 162.29 feet; thence South 20 degrees 56 minutes 03 seconds East 97.53 feet; thence South 22 degrees 04 minutes 26 seconds East 239.96 feet; thence South 19 degrees 41 minutes 59 seconds East 67.21 feet; thence South 12 degrees 14 minutes 07 seconds East 108.32 feet; thence southeasterly 101.17 feet, along a tangential curve, concave to the northeast, with a central angle 33 degrees 07 minutes 24 seconds, and a radius of 175.00 feet; thence South 45 degrees 21 minutes 31 seconds East, tangent to curve, a distance of 73.90 feet; thence southeasterly 96.22 feet, along a tangential curve, concave to the southwest, with a central angle of 28 degrees 16 minutes 20 seconds, and a radius of 195.00 feet; thence South 17 degrees 05 minutes 11 seconds East, tangent to curve, a distance of 64.46 feet; thence southeasterly 85.00 feet, along a tangential curve, concave to the northeast, with a central angle of 25 degrees 37 minutes 52 seconds, and a radius of 190.00 feet; thence South 42 degrees 43 minutes 03 seconds East, tangent to curve, a distance of 109.17 feet; thence South 39 degrees 23 minutes 13 seconds East 84.28 feet; thence South 34 degrees 57 minute 48 seconds East 29.17 feet; thence South 30 degrees 08 minutes 51 seconds East 39.54 feet; thence easterly 87.00 feet, along a tangential curve, concave to the northeast, with a central angle of 51 degrees 55 minutes 28 seconds, and a radius 96.00 feet; thence South 82 degrees 04 minutes 19 seconds East, tangent to curve, a distance of 52.14 feet; thence easterly 144.33 feet, along a tangential curve, concave to the south, with a central angle of 19 degrees 55 minutes 35 seconds, and a radius 415.00 feet; thence South 62 degrees 08 minutes 44 seconds East, tangent to curve, a distance of 48.22 feet; thence southeasterly 137.31 feet, along a tangential curve, with a central angle of 28 degrees 36 minutes 32 seconds, and a radius of 275.00 feet; thence South 33 degrees 32 minutes 12 seconds East, tangent to curve, a distance of 166.83 feet; thence South 35 degrees 50 minutes 32 seconds East 107.16 feet; thence South 26 degrees 58 minutes 04 seconds East 291.39 feet; thence South 28 degrees 28 minutes 21 seconds East 244.27 feet; thence southerly 105.64 feet, along a tangential curve, concave to the west, with a central angle of 34 degrees 35 minutes 15 seconds, and a radius of 175.00 feet; thence South 06 degrees 06

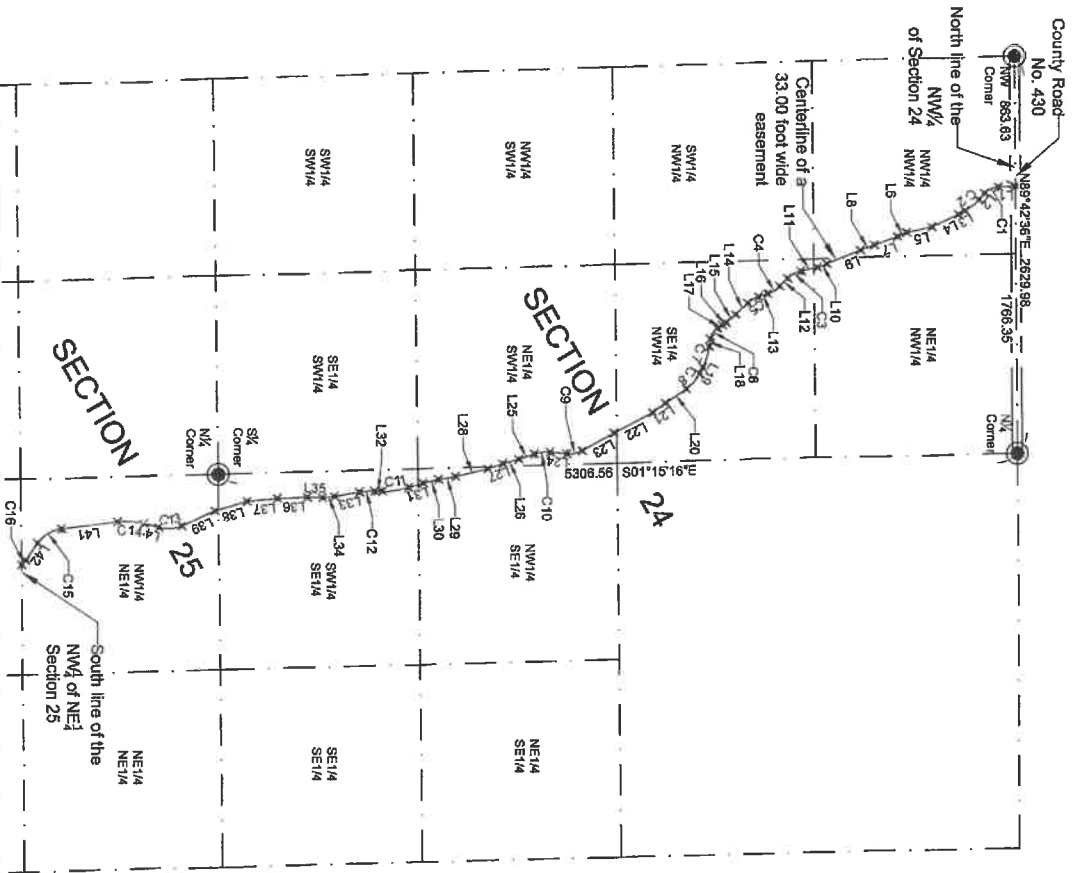
EXHIBIT A CONTINUED

minutes 54 seconds West, tangent to curve, a distance of 113.46 feet; thence southerly 105.75 feet, along a tangential curve, concave to the east, with a central angle of 24 degrees 14 minutes 10 seconds, and a radius 250.00 feet; thence South 18 degrees 07 minutes 16 seconds East, tangent to curve, a distance of 110.14 feet; thence South 15 degrees 16 minutes 13 seconds East 109.72 feet; thence South 18 degrees 38 minutes 58 seconds East 105.33 feet; thence South 13 degrees 26 minutes 08 seconds East 218.72 feet; thence South 08 degrees 50 minutes 08 seconds East 115.90 feet; thence South 14 degrees 06 minutes 50 seconds East 102.44 feet; thence South 16 degrees 22 minutes 16 seconds East 101.07 feet; thence southerly 176.86 feet, along a tangential curve, concave to the west, with a central angle of 18 degrees 25 minutes 27 seconds, and a radius of 550.00 feet; thence South 02 degrees 03 minutes 11 seconds West, tangent to curve, a distance of 51.03 feet; thence southerly 98.29 feet, along a tangential curve, concave to the east, with a central angle 11 degrees 58 minutes 55 seconds, and a radius of 470.00 feet; thence South 09 degrees 55 minutes 44 seconds East, tangent to curve, a distance of 164.90 feet; thence South 05 degrees 51 minutes 15 seconds East 80.26 feet; thence South 01 degrees 33 minutes 29 seconds West 101.15 feet; thence South 01 degrees 45 minutes 19 seconds East 199.03 feet; thence South 05 degrees 29 minutes 54 seconds East 205.50 feet; thence South 15 degrees 57 minutes 35 seconds East 222.99 feet; thence South 24 degrees 01 minutes 14 seconds East 246.68 feet; thence southerly 157.57 feet, along a tangential curve, with a central angle of 40 degrees 07 minutes 28 seconds, and a radius of 225.00 feet; thence South 16 degrees 06 minutes 14 seconds West, tangent to curve, a distance of 102.98 feet; thence southerly 179.35 feet, along a tangential curve, concave to the east, with a central angle of 23 degrees 05 minutes 32 seconds, with a radius of 445.00 feet; thence South 06 degrees 59 minutes 18 seconds East, tangent to curve, a distance of 373.16 feet; thence southeasterly 190.32 feet, along a tangential curve, concave to the northeast, with a central angle of 48 degrees 27 minutes 53 seconds, and a radius of 225.00 feet; thence South 55 degrees 27 minutes 11 seconds East, tangent to curve, a distance of 139.05 feet; thence southeasterly 41.48 feet, more or less, along a tangential curve, concave to the southwest, with a central angle of 21 degrees 48 minutes 17 seconds, and a radius of 109.00 feet, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 25 and then said centerline terminates.

The side lines of said 33.00 foot wide easement shall be prolonged or shortened at the North line of the Northwest Quarter of said Section 24, and at the South line of the Northwest Quarter of the Northeast Quarter of said Section 25.

SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT
PARTS OF SECTION 24, TOWNSHIP 53 NORTH, RANGE 24 WEST, AND
THE NORTHWEST QUARTER OF SECTION 25,
TOWNSHIP 53 NORTH, RANGE 24 WEST, ITASCA COUNTY, MINNESOTA



Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction
L1	109.94	S02°22'05\"E	L21	107.16	S45°00'32\"E
L2	56.42	S47°46'47\"E	L22	201.39	S27°14'09\"E
L3	50.00	S27°42'21\"E	L23	204.27	S25°28'21\"E
L4	194.69	S25°18'10\"E	L24	113.48	S05°05'54\"W
L5	161.00	S13°29'05\"E	L25	110.14	S18°07'16\"E
L6	63.78	S25°14'42\"E	L26	109.72	S15°06'13\"E
L7	162.29	S19°45'59\"E	L27	105.33	S18°38'55\"E
L8	97.53	S20°56'03\"E	L28	218.72	S13°20'08\"E
L9	238.95	S22°04'26\"E	L29	115.90	S08°50'06\"E
L10	67.21	S19°41'39\"E	L30	102.44	S14°06'50\"E
L11	108.32	S12°14'07\"E	L31	101.07	S16°22'46\"E
L12	73.90	S48°21'31\"E	L32	51.03	S02°07'11\"W
L13	64.46	S17°05'11\"E	L33	164.90	S05°05'44\"E
L14	109.17	S42°43'03\"E	L34	80.28	S05°31'15\"E
L15	84.28	S33°23'13\"E	L35	101.15	S01°33'29\"W
L16	29.17	S34°57'46\"E	L36	189.03	S01°45'19\"E
L17	98.54	S20°05'51\"E	L37	205.50	S05°39'54\"E
L18	82.14	S22°04'19\"E	L38	222.59	S15°37'35\"E
L19	48.22	S02°08'44\"E	L39	205.69	S24°01'14\"E
L20	106.63	S33°32'12\"E	L40	102.99	S18°05'14\"W

Line Table		
Line #	Length	Direction
L41	373.18	S05°59'18\"E
L42	130.05	S55°27'11\"E

Curve Table		
Curve #	Length	Radius
C1	102.73	130.00
C2	119.32	340.00
C3	101.17	175.00
C4	58.22	165.00
C5	65.60	190.00
C6	67.00	85.00
C7	144.33	415.00
C8	137.31	215.00
C9	105.54	115.00
C10	105.75	250.00
C11	176.55	550.00
C12	98.29	470.00
C13	157.57	225.00
C14	179.35	445.00
C15	150.22	225.00
C16	41.48	159.00

MAPPING SPECIALISTS & CONSERVATORS OF THE PUBLIC LAND SURVEY SYSTEM

ITASCA COUNTY

Department of Surveying and Mapping

123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55714
218-327-2854
8:00 AM to 4:30 PM, Monday - Friday

I hereby certify that this survey, plan, or report was prepared by me or under my supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
May 19, 2021
Guy T. Carlson
MN License No. 40991

Basis of Bearings:
Itasca County
South Zone Coordinate System
NAD 1983 (1986)

Legend
● Itasca County Monument
X Calculated position

1 inch = 200 feet
0 100 200

ROAD EASEMENT

In consideration of payment of the sum of Three Thousand Eight Hundred Forty-two dollars (\$3,842.00) for land value, the receipt of which is hereby acknowledged, David J. Nyback, a single person, whose address is P.O. Box 121, Hill City, MN 55748, herein called "**Grantor**" on July 26, 2021, there is hereby granted to the **State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744**, its successors and assigns, herein called "**Grantee**", an easement for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across that part of the following described land, to-wit:

That part of the roadway located over and across the Northwest Quarter of the Northwest Quarter (NW NW), the Southeast Quarter of the Northwest Quarter (SE NW), Northeast Quarter of the Southwest Quarter (NE SW), all in Section 24, Township 53, Range 24, lying within 16.5 feet of each side of the centerline of the existing road whose location is described in attached Exhibit A and as shown on the map attached hereto as Exhibit B.

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

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 5, which states that a county is not a road authority with respect to a road acquired for the purpose of managing tax-forfeited lands. This easement is subject to payment of the fee stated above.
2. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by **Grantor**.
3. All roadway construction and maintenance desired by the **Grantee** shall be the responsibility of the **Grantee** without any cost to the **Grantor**. Any merchantable timber cut by the **Grantee** on the above mentioned right-of-way will be paid for by the **Grantee** at prevailing timber prices.
4. The roadway which is the subject of this easement shall be open for management of tax-forfeited land by County personnel and its agents, and any parties with whom the County has contracted for management or any related work or services. This agreement does not authorize general public use of the roadway.

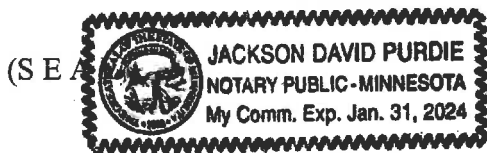
5. If the **Grantor** places a gate on the easement, the **Grantee** shall be given a key, or be allowed to interlock the **Grantee's** lock on the gate.
6. That the **Grantee's** address for the purpose of giving any notice under this agreement is as follows:
- Name: **Itasca County Land Commissioner**
1177 LaPrairie Avenue
Grand Rapids, MN 55744
7. This agreement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the Parties hereto, if any.

Dated this 26 day of July, 2021


David Nyback

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 26th day of July, 2021 by
David J. Nyback, a single person, Grantors.




Notary Public

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

EXHIBIT A

EASEMENT DESCRIPTION

A 33.00 foot wide easement for Forest Management Road purposes, across that part of Section 24 and the Northwest Quarter of the Northeast Quarter of Section 25, all within Township 53 North, Range 24 West of Fourth Principal Meridian, Itasca County, Minnesota, the centerline of said 33.00 foot wide easement is described as follows:

Commencing at the northwest corner of the said Section 24, thence North 89 degrees 42 minutes 36 seconds East, assigned bearing, along the North line of the Northwest Quarter of said Section 24, a distance of 863.63 feet, to the point of beginning; thence South 02 degrees 32 minutes 05 seconds East 109.84 feet; thence southeasterly 102.73 feet along a tangential curve, concave to the northeast, with a central angle of 45 degrees 16 minutes 42 seconds, and a radius of 130.00 feet; thence South 47 degrees 48 minutes 47 seconds East, tangent to curve, a distance of 56.42 feet; thence southeasterly 119.32 feet along a tangential curve, concave to the southwest, with a central angle of 20 degrees 06 minutes 27 seconds, and a radius of 340.00 feet; thence South 27 degrees 42 minutes 21 seconds East, tangent to curve, a distance of 50.00 feet; thence South 25 degrees 18 minutes 10 seconds East 194.86 feet; thence South 13 degrees 25 minutes 05 seconds East 167.00 feet; thence South 25 degrees 14 minutes 42 seconds East 63.78 feet; thence South 19 degrees 49 minutes 59 seconds East 162.29 feet; thence South 20 degrees 56 minutes 03 seconds East 97.53 feet; thence South 22 degrees 04 minutes 26 seconds East 239.96 feet; thence South 19 degrees 41 minutes 59 seconds East 67.21 feet; thence South 12 degrees 14 minutes 07 seconds East 108.32 feet; thence southeasterly 101.17 feet, along a tangential curve, concave to the northeast, with a central angle 33 degrees 07 minutes 24 seconds, and a radius of 175.00 feet; thence South 45 degrees 21 minutes 31 seconds East, tangent to curve, a distance of 73.90 feet; thence southeasterly 96.22 feet, along a tangential curve, concave to the southwest, with a central angle of 28 degrees 16 minutes 20 seconds, and a radius of 195.00 feet; thence South 17 degrees 05 minutes 11 seconds East, tangent to curve, a distance of 64.46 feet; thence southeasterly 85.00 feet, along a tangential curve, concave to the northeast, with a central angle of 25 degrees 37 minutes 52 seconds, and a radius of 190.00 feet; thence South 42 degrees 43 minutes 03 seconds East, tangent to curve, a distance of 109.17 feet; thence South 39 degrees 23 minutes 13 seconds East 84.28 feet; thence South 34 degrees 57 minutes 48 seconds East 29.17 feet; thence South 30 degrees 08 minutes 51 seconds East 39.54 feet; thence easterly 87.00 feet, along a tangential curve, concave to the northeast, with a central angle of 51 degrees 55 minutes 28 seconds, and a radius 96.00 feet; thence South 82 degrees 04 minutes 19 seconds East, tangent to curve, a distance of 52.14 feet; thence easterly 144.33 feet, along a tangential curve, concave to the south, with a central angle of 19 degrees 55 minutes 35 seconds, and a radius 415.00 feet; thence South 62 degrees 08 minutes 44 seconds East, tangent to curve, a distance of 48.22 feet; thence southeasterly 137.31 feet, along a tangential curve, with a central angle of 28 degrees 36 minutes 32 seconds, and a radius of 275.00 feet; thence South 33 degrees 32 minutes 12 seconds East, tangent to curve, a distance of 166.83 feet; thence South 35 degrees 50 minutes 32 seconds East 107.16 feet; thence South 26 degrees 58 minutes 04 seconds East 291.39 feet; thence South 28 degrees 28 minutes 21 seconds East 244.27 feet; thence southerly 105.64 feet, along a tangential curve, concave to the west, with a central angle of 34 degrees 35 minutes 15 seconds, and a radius of 175.00 feet; thence South 06 degrees 06

EXHIBIT A CONTINUED

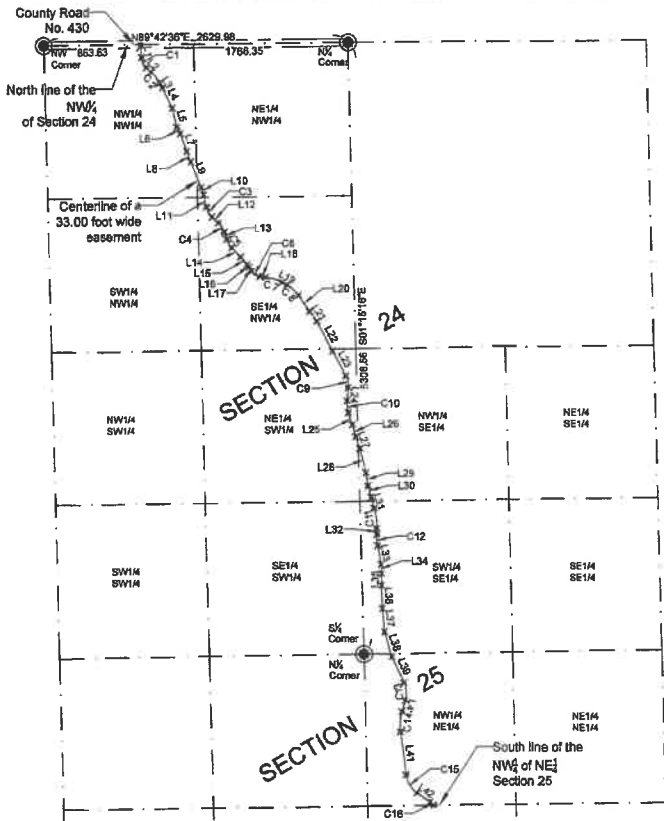
minutes 54 seconds West, tangent to curve, a distance of 113.46 feet; thence southerly 105.75 feet, along a tangential curve, concave to the east, with a central angle of 24 degrees 14 minutes 10 seconds, and a radius 250.00 feet; thence South 18 degrees 07 minutes 16 seconds East, tangent to curve, a distance of 110.14 feet; thence South 15 degrees 16 minutes 13 seconds East 109.72 feet; thence South 18 degrees 38 minutes 58 seconds East 105.33 feet; thence South 13 degrees 26 minutes 08 seconds East 218.72 feet; thence South 08 degrees 50 minutes 08 seconds East 115.90 feet; thence South 14 degrees 06 minutes 50 seconds East 102.44 feet; thence South 16 degrees 22 minutes 16 seconds East 101.07 feet; thence southerly 176.86 feet, along a tangential curve, concave to the west, with a central angle of 18 degrees 25 minutes 27 seconds, and a radius of 550.00 feet; thence South 02 degrees 03 minutes 11 seconds West, tangent to curve, a distance of 51.03 feet; thence southerly 98.29 feet, along a tangential curve, concave to the east, with a central angle 11 degrees 58 minutes 55 seconds, and a radius of 470.00 feet; thence South 09 degrees 55 minutes 44 seconds East, tangent to curve, a distance of 164.90 feet; thence South 05 degrees 51 minutes 15 seconds East 80.26 feet; thence South 01 degrees 33 minutes 29 seconds West 101.15 feet; thence South 01 degrees 45 minutes 19 seconds East 199.03 feet; thence South 05 degrees 29 minutes 54 seconds East 205.50 feet; thence South 15 degrees 57 minutes 35 seconds East 222.99 feet; thence South 24 degrees 01 minutes 14 seconds East 246.68 feet; thence southerly 157.57 feet, along a tangential curve, with a central angle of 40 degrees 07 minutes 28 seconds, and a radius of 225.00 feet; thence South 16 degrees 06 minutes 14 seconds West, tangent to curve, a distance of 102.98 feet; thence southerly 179.35 feet, along a tangential curve, concave to the east, with a central angle of 23 degrees 05 minutes 32 seconds, with a radius of 445.00 feet; thence South 06 degrees 59 minutes 18 seconds East, tangent to curve, a distance of 373.16 feet; thence southeasterly 190.32 feet, along a tangential curve, concave to the northeast, with a central angle of 48 degrees 27 minutes 53 seconds, and a radius of 225.00 feet; thence South 55 degrees 27 minutes 11 seconds East, tangent to curve, a distance of 139.05 feet; thence southeasterly 41.48 feet, more or less, along a tangential curve, concave to the southwest, with a central angle of 21 degrees 48 minutes 17 seconds, and a radius of 109.00 feet, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 25 and then said centerline terminates.

The side lines of said 33.00 foot wide easement shall be prolonged or shortened at the North line of the Northwest Quarter of said Section 24, and at the South line of the Northwest Quarter of the Northeast Quarter of said Section 25.

EXHIBIT B

SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT
PARTS OF SECTION 24, TOWNSHIP 53 NORTH, RANGE 24 WEST, AND
THE NORTHWEST QUARTER OF THE NORTHEAST OF SECTION 25,
TOWNSHIP 53 NORTH, RANGE 24 WEST, ITASCA COUNTY, MINNESOTA



Line Table			Line Table			Line Table		
Line #	Length	Direction	Line #	Length	Direction	Line #	Length	Direction
L1	150.94	S20°20'W	L21	107.16	S50°20'W	L41	371.78	S69°08'W
L2	56.42	S4°47'46"E	L22	291.59	S49°00'W	L42	136.02	N40°00'W
L3	60.00	S27°42'17"E	L23	24.627	S20°21'N			
L4	354.60	S28°14'10"E	L24	134.63	S45°56'W			
L5	467.00	S12°00'W	L25	110.14	S19°07'43"E			
L6	63.78	S21°46'28"E	L26	106.72	S19°18'10"E			
L7	192.29	S19°43'09"E	L27	100.53	S18°09'55"E			
L8	87.53	S29°04'55"E	L28	218.72	S19°20'00"E			
L9	230.68	S22°10'20"E	L29	116.60	S20°00'W			
L10	67.21	S19°14'50"E	L30	182.44	S4°40'05"N			
L11	106.20	S12°14'09"E	L31	101.67	S18°22'16"E			
L12	73.80	S48°21'55"E	L32	51.83	S38°03'11"E			
L13	64.45	S14°00'11"E	L33	134.60	S30°55'45"E			
L14	108.17	S42°40'23"E	L34	82.30	S20°51'11"E			
L15	84.28	S38°15'12"E	L35	118.15	S22°22'29"E			
L16	29.17	S34°51'48"E	L36	499.03	S21°46'19"E			
L17	39.54	S23°09'15"E	L37	236.80	S28°20'05"E			
L18	52.14	S38°28'10"E	L38	222.09	S18°08'23"E			
L19	48.22	S36°28'40"E	L39	240.08	S24°07'14"E			
L20	168.85	S33°12'12"E	L40	132.08	S16°00'14"W			

Curve Table			
Curve #	Length	Radius	Delta
C1	102.73	130.00	45°16'42"
C2	115.32	345.00	20°09'27"
C3	101.17	140.00	30°07'21"
C4	96.22	185.00	28°16'20"
C5	85.00	180.00	25°37'52"
C6	87.00	96.00	61°15'28"
C7	54.33	415.00	19°05'35"
C8	133.31	3216.00	28°39'52"
C9	105.84	178.00	34°39'18"
C10	105.75	200.00	34°41'00"
C11	176.86	650.00	18°52'57"
C12	98.29	400.00	11°58'55"
C13	157.97	325.00	40°07'28"
C14	179.25	445.00	23°05'30"
C15	110.32	225.00	42°28'13"
C16	41.40	130.00	21°46'17"

"MAPPING SPECIALISTS & CONSERVATORS OF THE PUBLIC LAND SURVEY SYSTEM"

ITASCA  COUNTY

Department of Surveying and Mapping

123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744
218-327-2854

8:00 AM to 4:30 PM, Monday – Friday

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

May 19, 2021

Guy T. Carlson
MN License No. 40991

ROAD EASEMENT

In consideration of payment of the sum of Two Thousand Seven Hundred Sixty-four dollars (\$2,764.00) for land value, the receipt of which is hereby acknowledged, Scott Schulze, a single person, whose address is 24 Pioneer Road, Ely, MN 55731, Rachel Mae Schulze, a single person, whose address is 431 West Central Avenue, Apt. 203, Mora, MN 55051, Maggie Anne Masloski and Adam Masloski, wife and husband, whose address is 13359 Villa Road, Ely, MN 55731, Andrew Weldon Schulze and Larissa Schulze, husband and wife, whose address is 27322 107th Street NW, Zimmerman, MN 55398 and Jacob Scott Schulze, a single person, whose address is 7975 Kraft Avenue SW, Howard Lake, MN 55349, herein called "**Grantor**" on June 3, 2021, there is hereby granted to **the State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744**, its successors and assigns, herein called "**Grantee**", an easement for the purpose of ingress and egress over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across that part of the following described land, to-wit:

That part of the roadway located over and across the Southwest Quarter of the Southeast Quarter (SW SE), Section 24, Township 53, Range 24, and the Northwest Quarter of the Northeast Quarter (NW NE), Section 25, Township 53, Range 24, lying within 16.5 feet of each side of the centerline of the existing road whose location is described in attached Exhibit A and as shown on the map attached hereto as Exhibit B.

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

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 5, which states that a county is not a road authority with respect to a road acquired for the purpose of managing tax-forfeited lands. This easement is subject to payment of the fee stated above.
2. Road construction and maintenance activities under such easement shall not exceed 33 feet in width without written approval by **Grantor**.
3. All roadway construction and maintenance desired by the **Grantee** shall be the responsibility of the **Grantee** without any cost to the **Grantor**. Any merchantable timber cut by the **Grantee** on the above mentioned right-of-way will be paid for by the **Grantee** at prevailing timber prices.

4. The roadway which is the subject of this easement shall be open for management of tax-forfeited land by County personnel and its agents, and any parties with whom the County has contracted for management or any related work or services. This agreement does not authorize general public use of the roadway.
5. If the **Grantor** places a gate on the easement, the **Grantee** shall be given a key, or be allowed to interlock the **Grantee's** lock on the gate.
6. That the **Grantee's** address for the purpose of giving any notice under this agreement is as follows:
Name: **Itasca County Land Commissioner**
1177 LaPrairie Avenue
Grand Rapids, MN 55744
7. This agreement shall enure to the benefit of and shall be binding upon the successors, assigns, heirs and legal representatives of the Parties hereto, if any.

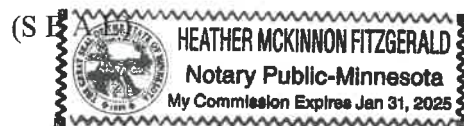
Dated this 3rd day of June, 2021.



Scott Schulze

STATE OF MINNESOTA)
 ST LOUIS) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 3rd day of June, 2021 by
Scott Schulze, a single person, Grantors.





Notary Public

Rachel Mae Schulze
Rachel Mae Schulze

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 16th day of June, 2021 by
Rachel Mae Schulze, a single person, Grantors.

(S E A L)



[Signature]
Notary Public

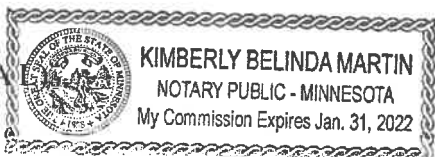
Maggie Anne Masloski
Maggie Anne Masloski

Adam Masloski
Adam Masloski

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 2nd day of August, 2021 by
Maggie Anne Masloski and Adam Masloski, wife and husband, Grantors.

(S E A L)



[Signature]
Notary Public



Andrew Weldon Schulze



Larissa Schulze

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 25th day of June, 20 21 by

Andrew Weldon Schulze and Larissa Schulze, husband and wife, Grantors.




Notary Public


Jacob Scott Schulze

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 23rd day of July, 20 21 by

Jacob Scott Schulze, a single person, Grantors.

(S E A L)




Notary Public

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

EXHIBIT A

EASEMENT DESCRIPTION

A 33.00 foot wide easement for Forest Management Road purposes, across that part of Section 24 and the Northwest Quarter of the Northeast Quarter of Section 25, all within Township 53 North, Range 24 West of Fourth Principal Meridian, Itasca County, Minnesota, the centerline of said 33.00 foot wide easement is described as follows:

Commencing at the northwest corner of the said Section 24, thence North 89 degrees 42 minutes 36 seconds East, assigned bearing, along the North line of the Northwest Quarter of said Section 24, a distance of 863.63 feet, to the point of beginning; thence South 02 degrees 32 minutes 05 seconds East 109.84 feet; thence southeasterly 102.73 feet along a tangential curve, concave to the northeast, with a central angle of 45 degrees 16 minutes 42 seconds, and a radius of 130.00 feet; thence South 47 degrees 48 minutes 47 seconds East, tangent to curve, a distance of 56.42 feet; thence southeasterly 119.32 feet along a tangential curve, concave to the southwest, with a central angle of 20 degrees 06 minutes 27 seconds, and a radius of 340.00 feet; thence South 27 degrees 42 minutes 21 seconds East, tangent to curve, a distance of 50.00 feet; thence South 25 degrees 18 minutes 10 seconds East 194.86 feet; thence South 13 degrees 25 minutes 05 seconds East 167.00 feet; thence South 25 degrees 14 minutes 42 seconds East 63.78 feet; thence South 19 degrees 49 minutes 59 seconds East 162.29 feet; thence South 20 degrees 56 minutes 03 seconds East 97.53 feet; thence South 22 degrees 04 minutes 26 seconds East 239.96 feet; thence South 19 degrees 41 minutes 59 seconds East 67.21 feet; thence South 12 degrees 14 minutes 07 seconds East 108.32 feet; thence southeasterly 101.17 feet, along a tangential curve, concave to the northeast, with a central angle 33 degrees 07 minutes 24 seconds, and a radius of 175.00 feet; thence South 45 degrees 21 minutes 31 seconds East, tangent to curve, a distance of 73.90 feet; thence southeasterly 96.22 feet, along a tangential curve, concave to the southwest, with a central angle of 28 degrees 16 minutes 20 seconds, and a radius of 195.00 feet; thence South 17 degrees 05 minutes 11 seconds East, tangent to curve, a distance of 64.46 feet; thence southeasterly 85.00 feet, along a tangential curve, concave to the northeast, with a central angle of 25 degrees 37 minutes 52 seconds, and a radius of 190.00 feet; thence South 42 degrees 43 minutes 03 seconds East, tangent to curve, a distance of 109.17 feet; thence South 39 degrees 23 minutes 13 seconds East 84.28 feet; thence South 34 degrees 57 minute 48 seconds East 29.17 feet; thence South 30 degrees 08 minutes 51 seconds East 39.54 feet; thence easterly 87.00 feet, along a tangential curve, concave to the northeast, with a central angle of 51 degrees 55 minutes 28 seconds, and a radius 96.00 feet; thence South 82 degrees 04 minutes 19 seconds East, tangent to curve, a distance of 52.14 feet; thence easterly 144.33 feet, along a tangential curve, concave to the south, with a central angle of 19 degrees 55 minutes 35 seconds, and a radius 415.00 feet; thence South 62 degrees 08 minutes 44 seconds East, tangent to curve, a distance of 48.22 feet; thence southeasterly 137.31 feet, along a tangential curve, with a central angle of 28 degrees 36 minutes 32 seconds, and a radius of 275.00 feet; thence South 33 degrees 32 minutes 12 seconds East, tangent to curve, a distance of 166.83 feet; thence South 35 degrees 50 minutes 32 seconds East 107.16 feet; thence South 26 degrees 58 minutes 04 seconds East 291.39 feet; thence South 28 degrees 28 minutes 21 seconds East 244.27 feet; thence southerly 105.64 feet, along a tangential curve, concave to the west, with a central angle of 34 degrees 35 minutes 15 seconds, and a radius of 175.00 feet; thence South 06 degrees 06

EXHIBIT A CONTINUED

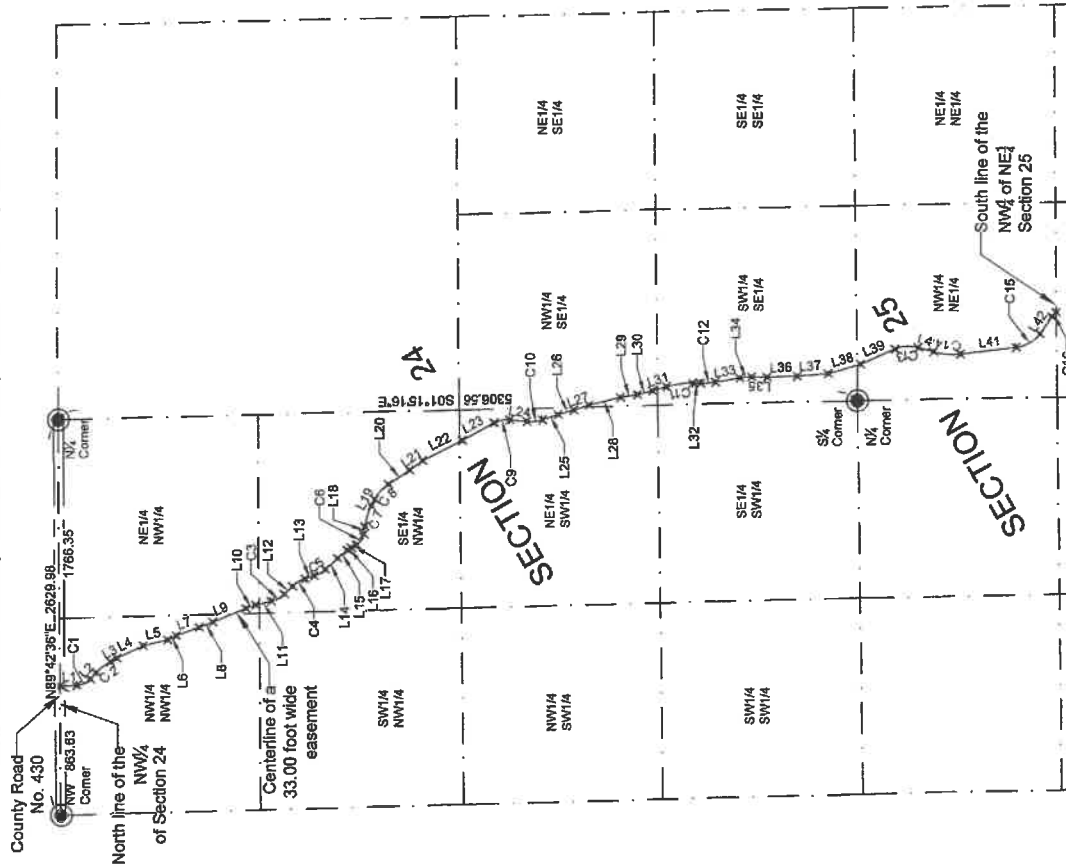
minutes 54 seconds West, tangent to curve, a distance of 113.46 feet; thence southerly 105.75 feet, along a tangential curve, concave to the east, with a central angle of 24 degrees 14 minutes 10 seconds, and a radius 250.00 feet; thence South 18 degrees 07 minutes 16 seconds East, tangent to curve, a distance of 110.14 feet; thence South 15 degrees 16 minutes 13 seconds East 109.72 feet; thence South 18 degrees 38 minutes 58 seconds East 105.33 feet; thence South 13 degrees 26 minutes 08 seconds East 218.72 feet; thence South 08 degrees 50 minutes 08 seconds East 115.90 feet; thence South 14 degrees 06 minutes 50 seconds East 102.44 feet; thence South 16 degrees 22 minutes 16 seconds East 101.07 feet; thence southerly 176.86 feet, along a tangential curve, concave to the west, with a central angle of 18 degrees 25 minutes 27 seconds, and a radius of 550.00 feet; thence South 02 degrees 03 minutes 11 seconds West, tangent to curve, a distance of 51.03 feet; thence southerly 98.29 feet, along a tangential curve, concave to the east, with a central angle 11 degrees 58 minutes 55 seconds, and a radius of 470.00 feet; thence South 09 degrees 55 minutes 44 seconds East, tangent to curve, a distance of 164.90 feet; thence South 05 degrees 51 minutes 15 seconds East 80.26 feet; thence South 01 degrees 33 minutes 29 seconds West 101.15 feet; thence South 01 degrees 45 minutes 19 seconds East 199.03 feet; thence South 05 degrees 29 minutes 54 seconds East 205.50 feet; thence South 15 degrees 57 minutes 35 seconds East 222.99 feet; thence South 24 degrees 01 minutes 14 seconds East 246.68 feet; thence southerly 157.57 feet, along a tangential curve, with a central angle of 40 degrees 07 minutes 28 seconds, and a radius of 225.00 feet; thence South 16 degrees 06 minutes 14 seconds West, tangent to curve, a distance of 102.98 feet; thence southerly 179.35 feet, along a tangential curve, concave to the east, with a central angle of 23 degrees 05 minutes 32 seconds, with a radius of 445.00 feet; thence South 06 degrees 59 minutes 18 seconds East, tangent to curve, a distance of 373.16 feet; thence southeasterly 190.32 feet, along a tangential curve, concave to the northeast, with a central angle of 48 degrees 27 minutes 53 seconds, and a radius of 225.00 feet; thence South 55 degrees 27 minutes 11 seconds East, tangent to curve, a distance of 139.05 feet; thence southeasterly 41.48 feet, more or less, along a tangential curve, concave to the southwest, with a central angle of 21 degrees 48 minutes 17 seconds, and a radius of 109.00 feet, to the South line of the Northwest Quarter of the Northeast Quarter of said Section 25 and then said centerline terminates.

The side lines of said 33.00 foot wide easement shall be prolonged or shortened at the North line of the Northwest Quarter of said Section 24, and at the South line of the Northwest Quarter of the Northeast Quarter of said Section 25.

EXHIBIT B

SKETCH AND DESCRIPTION

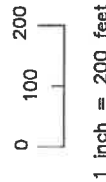
FOR ITASCA COUNTY LAND DEPARTMENT
PARTS OF SECTION 24, TOWNSHIP 53 NORTH, RANGE 24 WEST, AND
THE NORTHWEST QUARTER OF THE NORTHEAST OF SECTION 25,
TOWNSHIP 53 NORTH, RANGE 24 WEST, ITASCA COUNTY, MINNESOTA



Line Table		
Line #	Length	Direction
L41	375.16	S89°59'18"E
L42	130.09	S67°27'11"E

Line Table		
Line #	Length	Direction
L1	109.04	S22°32'05"E
L2	86.42	S47°48'47"E
L3	50.00	S27°42'21"E
L4	194.86	S25°18'10"E
L5	167.00	S17°25'05"E
L6	63.78	S55°14'42"E
L7	162.29	S19°46'59"E
L8	87.53	S27°56'03"E
L9	239.96	S22°04'28"E
L10	67.21	S19°41'59"E
L11	108.32	S17°14'07"E
L12	73.90	S45°21'31"E
L13	64.46	S17°05'11"E
L14	101.17	S42°43'05"E
L15	84.28	S39°23'15"E
L16	29.17	S34°57'48"E
L17	36.54	S30°06'51"E
L18	52.14	S62°04'19"E
L19	46.22	S62°06'44"E
L20	166.03	S33°25'12"E

Curve Table		
Curve #	Length	Delta
C1	102.73	130.00
C2	119.32	340.00
C3	101.17	175.00
C4	96.22	185.00
C5	65.00	190.00
C6	87.00	96.00
C7	144.33	416.00
C8	127.31	275.00
C9	105.84	175.00
C10	102.76	250.00
C11	176.66	550.00
C12	98.29	470.00
C13	157.57	225.00
C14	179.35	445.00
C15	100.32	225.00
C16	41.48	100.00



Basis of Bearings:
Itasca County
South Zone Coordinate System
NAD 1983 (1996)

Legend
● Itasca County Monument
X Calculated position

MAPPING SPECIALISTS & CONSERVATORS OF THE PUBLIC LAND SURVEY SYSTEM

ITASCA COUNTY
Department of Surveying and Mapping
122 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744
218-327-2854
8:00 AM to 4:30 PM, Monday - Friday

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

May 19, 2021

Guy T. Carlson
MN License No. 40991



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1734

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Sara Thompson

AGENDA ITEM:

Bowstring Connection Snowmobile Trail Limited Use Permit Amendment

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Authorizing Execution of Limited Use Permit #3107-0032 between Itasca County and the Commissioner of Transportation, State of Minnesota and authorize necessary signatures.

BACKGROUND:

The alignment for the Bowstring Connection Snowmobile Trail has been updated and extended onto Trunk Highway #6 Right of Way. The existing authorized Limited Use permit has been amended and a new resolution must be adopted to complete the process for the permit.

COUNTY ATTORNEY REVIEW: N/A

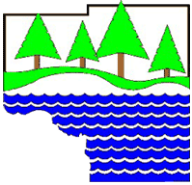
SUPPORTING DOCUMENTATION:

1. Updated Proposed Bowstring Connection Trail
2. 12-12-2017 Resolution 2017-67
3. Limited Use Permit 3107-0032

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

RESOLUTION 2021-49

RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT #3107-0032 BETWEEN ITASCA COUNTY AND THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA

WHEREAS, the Itasca County Board of Commissioners adopted Resolution #2017-67 regarding the limited use permit #3107-0022 by the Commissioner of Transportation, State of Minnesota, for the Bowstring Connection Snowmobile Trail on December 12, 2017; and

WHEREAS, the Itasca County Land Department, in coordination with the Bushwackers Snowmobile Club will construct, maintain, and operate a snowmobile trail in the right of way of Trunk Highway #6; and

WHEREAS, the Itasca County Board of Commissioners wishes to enter into the amended agreement with the Minnesota Department of Transportation providing for the limited use of certain right of way of Trunk Highway #6; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway #6; and

WHEREAS, the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into the amended agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein of certain right of way of Trunk Highway #6.

NOW THEREFORE, BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby authorize the County Board Chairman and County Administrator to sign any and all documents with the limited use permit agreement and amendments thereto.

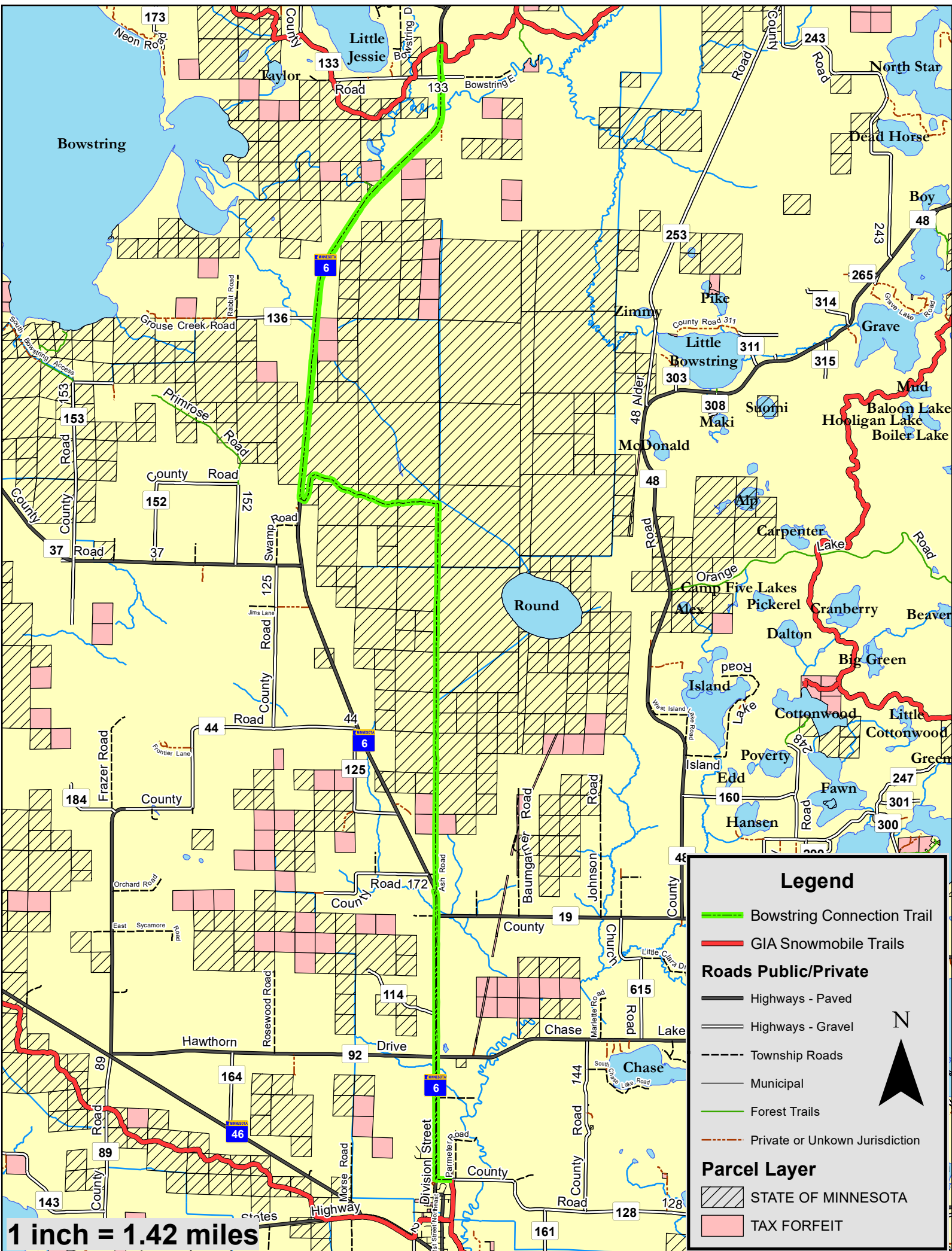
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

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 24th day of August 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 24th day of August A.D. 2021.

Administrator



Legend

- Bowstring Connection Trail
- GIA Snowmobile Trails

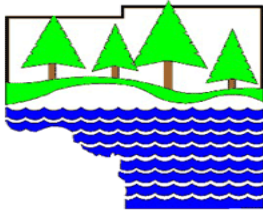
Roads Public/Private

- Highways - Paved
- Highways - Gravel
- Township Roads
- Municipal
- Forest Trails
- Private or Unknown Jurisdiction

Parcel Layer

- STATE OF MINNESOTA
- TAX FORFEIT

1 inch = 1.42 miles



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

December 12, 2017
Regular Meeting

RESOLUTION 2017-67

RE: AUTHORIZING EXECUTION OF LIMITED USE PERMIT #3107-0022 BETWEEN ITASCA COUNTY AND THE COMMISSIONER OF TRANSPORTATION, STATE OF MINNESOTA.

WHEREAS, the Itasca County Land Department in coordination with the Bushwackers Snowmobile Club will construct, maintain, and operate a snowmobile trail in the right of way of Trunk Highway #6; and

WHEREAS, the Itasca County Board of Commissioners wishes to enter into an agreement with the Minnesota Department of Transportation providing for the limited use of certain right of way of Trunk Highway #6; and

WHEREAS, the State of Minnesota, through the Minnesota Department of Transportation, will grant a Limited Use Permit to Itasca County within the right of way of Trunk Highway #6.

WHEREAS, the Itasca County Board of Commissioners does hereby authorize the County of Itasca to enter into an agreement with the Commissioner of Transportation of the State of Minnesota providing limited use, under the terms and conditions set forth therein of certain right of way of Trunk Highway #6.

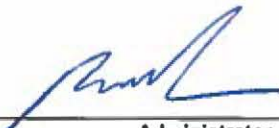
THEREFORE, BE IT RESOLVED, that the Itasca County Board of Commissioners does hereby authorize the County Board Chairman and County Administrator to sign any and all documents with the limited use agreement.

RESULT:	ADOPTED BY CONSENT VOTE [UNANIMOUS]
MOVER:	Burl Ives, District #4
SECONDER:	Leo Trunt, District #3
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	District #5

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 12th day of December A.D. 2017 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 12th day of December A.D. 2017



Administrator

By _____ Deputy

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION**

LIMITED USE PERMIT

C.S. 3107 (T.H. 6)
County of Itasca
LUP # 3107-0032
Permittee: Itasca County
Expiration Date: 07/31/2031

In accordance with Minnesota Statutes Section 161.434, the State of Minnesota, through its Commissioner of Transportation, ("MnDOT"), hereby grants a Limited Use Permit (the "LUP") to Itasca County, ("Permittee"), to use the area within the right of way of Trunk Highway No. 6 as shown in red on Exhibit "A", (the "Area") attached hereto and incorporated herein by reference. This Limited Use Permit is executed by the Permittee pursuant to resolution, a certified copy of which is attached hereto as Exhibit B.

Snowmobile Trail - Nighttime, Two Way Use

The Permittee's use of the Area is limited to only the constructing, maintaining and operating a snowmobile trail ("Facility")...Nighttime two-way use is authorized in the opinion of the Minnesota Department of Transportation District Traffic Engineer, DNR Enforcement Office and District State Patrol Office. It has been deemed safer to use only one side of the road for two way snowmobile traffic. This decision averts the need for trail users driving in the opposite direction to cross the road twice to avoid oncoming snowmobile trail traffic. This LUP is unique to other trail permits. The definition and operation of snowmobiles shall be in accordance with Minnesota Statutes §84.81 and §84.87. Approved signs must be in accordance with Minnesota Rules for the Department of Natural Resources §6100.5300 and §6102.0060 and also in accordance with "Minnesota Snowmobile Safety, Laws, Rules and Regulations".

The permittee agrees that this permit totally replaces and supersedes the previously issued permit affecting the Area, specifically: Permit #3107-0022 was issued on January 11, 2018 on CS 3107 (TH 6). Upon issuance of this permit, the earlier issued permit is cancelled.

In addition, the following special provisions shall apply:

SPECIAL PROVISIONS

1. **TERM.** This LUP terminates at 11:59PM on 07/31/2031 (“Expiration Date”) subject to the right of cancellation by MnDOT, with or without cause, by giving the Permittee ninety (90) days written notice of such cancellation. This LUP will not be renewed except as provided below.

Provided this LUP has not expired or terminated, MnDOT may renew this LUP for a period of up to ten (10) years, provided Permittee delivers to MnDOT, not later than ninety (90) days prior to the Expiration Date, a written request to extend the term. Any extension of the LUP term will be under the same terms and conditions in this LUP, provided:

- (a) At the time of renewal, MnDOT will review the Facility and Area to ensure the Facility and Area are compatible with the safe and efficient operation of the highway and the Facility and Area are in good condition and repair. If, in MnDOT’s sole determination, modifications and repairs to the Facility and Area are needed, Permittee will perform such work as outlined in writing in an amendment of this LUP; and
- (b) Permittee will provide to MnDOT a certified copy of the resolution from the applicable governmental body authorizing the Permittee’s use of the Facility and Area for the additional term.

If Permittee’s written request to extend the term is not timely given, the LUP will expire on the Expiration Date.

Permittee hereby voluntarily releases and waives any and all claims and causes of action for damages, costs, expenses, losses, fees and compensation arising from or related to any cancellation or termination of this LUP by MnDOT. Permittee agrees that it will not make or assert any claims for damages, costs, expenses, losses, fees and compensation based upon the existence, cancellation or termination of the LUP. Permittee agrees not to sue or institute any legal action against MnDOT based upon any of the claims released in this paragraph.

2. **REMOVAL.** Upon the Expiration Date or earlier termination, at the Permittee’s sole cost and expense Permittee will:
 - (a) Remove the Facility and restore the Area to a condition satisfactory to the MnDOT District Engineer; and
 - (b) Surrender possession of the Area to MnDOT.

If, without MnDOT’s written consent, Permittee continues to occupy the Area after the Expiration Date or earlier termination, Permittee will remain subject to all conditions, provisions, and obligations of this LUP, and further, Permittee will pay all costs and expenses, including attorney’s fees, in any action brought by MnDOT to remove the Facility and the Permittee from the Area.

3. **CONSTRUCTION.** The construction, maintenance, and supervision of the Facility shall be at no cost or expense to MnDOT.

Before construction of any kind, the plans for such construction shall be approved in writing by the MnDOT's District Engineer. Approval in writing from MnDOT District Engineer shall be required for any changes from the approved plan.

The Permittee will construct the Facility at the location shown in the attached Exhibit "A", and in accordance with MnDOT-approved plans and specifications. Further, Permittee will construct the Facility using construction procedures compatible with the safe and efficient operation of the highway.

Upon completion of the construction of the Facility, the Permittee shall restore all disturbed slopes and ditches in such manner that drainage, erosion control and aesthetics are perpetuated.

The Permittee shall preserve and protect all utilities located on the lands covered by this LUP at no expense to MnDOT and it shall be the responsibility of the Permittee to call the Gopher State One Call System at 1-800-252-1166 at least 48 hours prior to performing any excavation.

Any crossings of the Facility over the trunk highway shall be perpendicular to the centerline of the highway and shall provide and ensure reasonable and adequate stopping sight distance.

4. **MAINTENANCE.** Any and all maintenance of the Facility shall be provided by the Permittee at its sole cost and expense, including, but not limited to, plowing and removal of snow and installation and removal of regulatory signs. No signs shall be placed on any MnDOT or other governmental agency sign post within the Area. MnDOT will not mark obstacles for users on trunk highway right of way.
5. **USE.** Other than as identified and approved by MnDOT, no permanent structures or no advertising devices in any manner, form or size shall be allowed on the Area. No commercial activities shall be allowed to operate upon the Area.

Any use permitted by this LUP shall remain subordinate to the right of MnDOT to use the property for highway and transportation purposes. This LUP does not grant any interest whatsoever in land, nor does it establish a permanent park, recreation area or wildlife or waterfowl refuge. No rights to relocation benefits are established by this LUP.

This LUP is non-exclusive and is granted subject to the rights of others, including, but not limited to public utilities which may occupy the Area.

6. **APPLICABLE LAWS.** This LUP does not release the Permittee from any liability or obligation imposed by federal law, Minnesota Statutes, local ordinances, or other agency regulations relating thereto and any necessary permits relating thereto shall be applied for and obtained by the Permittee.

Permittee at its sole cost and expense, agrees to comply with, and provide and maintain the Area, Facilities in compliance with all applicable laws, rules, ordinances and regulations issued by any federal, state or local political subdivision having jurisdiction and authority in connection with said Area including the Americans with Disabilities Act ("ADA"). If the Area and Facilities are not in compliance with the ADA or other applicable laws MnDOT may enter the Area and perform such obligation without liability to Permittee for any loss or damage to Permittee thereby incurred, and Permittee shall reimburse MnDOT for the cost thereof, plus 10% of such cost for overhead and supervision within 30 days of receipt of MnDOT's invoice.

7. **CIVIL RIGHTS.** The Permittee for itself, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event improvements are constructed, maintained, or otherwise operated on the Property described in this Limited Use Permit for a purpose for which a MnDOT activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the Permittee will maintain and operate such improvements and services in compliance with all requirements imposed by the Acts and Regulations relative to nondiscrimination in federally-assisted programs of the United States Department of Transportation, Federal Highway Administration, (as may be amended) such that no person on the grounds of race, color, national origin, sex, age, disability, income-level, or limited English proficiency will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said improvements.
8. **SAFETY.** MnDOT shall retain the right to limit and/or restrict any activity, including the parking of vehicles and assemblage of Facility users, on the highway right of way over which this LUP is granted, so as to maintain the safety of both the motoring public and Facility users.
9. **ASSIGNMENT.** No assignment of this LUP is allowed.
10. **IN WRITING.** Except for those which are set forth in this LUP, no representations, warranties, or agreements have been made by MnDOT or Permittee to one another with respect to this LUP.
11. **ENVIRONMENTAL.** The Permittee shall not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's right of way. In the event of spillage of regulated materials, the Permittee shall notify in writing MnDOT's District Engineer and shall provide for cleanup of the spilled material and of materials contaminated by the spillage in accordance with all applicable federal, state and local laws and regulations, at the sole expense of the Permittee.
12. **MECHANIC'S LIENS.** The Permittee (for itself, its contractors, subcontractors, its materialmen, and all other persons acting for, through or under it or any of them), covenants that no laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever shall be filed or maintained by it or by any subcontractor, materialmen or other person or persons acting for, through or under it or any of them against the work and/or against said lands, for or on account

of any work done or materials furnished by it or any of them under any agreement or any amendment or supplement thereto.

13. NOTICES. All notices which may be given, by either party to the other, will be deemed to have been fully given when served personally on MnDOT or Permittee or when made in writing addressed as follows: to Permittee at:

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

and to MnDOT at:

State of Minnesota
Department of Transportation
District 1 Right of Way
1123 Mesaba Avenue
Duluth, MN 55811

The address to which notices are mailed may be changed by written notice given by either party to the other.

14. INDEMNITY. Permittee shall indemnify, defend to the extent authorized by the Minnesota Attorney General's Office, hold harmless and release the State of Minnesota, its Commissioner of Transportation and employees and any successors and assigns of the foregoing, from and against:
- (a) all claims, demands, and causes of action for injury to or death of persons or loss of or damages to property (including Permittee's property) occurring on the Facility or connected with Permittee's use and occupancy of the Area, except when such injury, death, loss or damage is caused solely by the negligence of State of Minnesota, but including those instances where the State of Minnesota is deemed to be negligent because of its failure to supervise, inspect or control the operations of Permittee or otherwise discover or prevent actions or operations of Permittee giving rise to liability to any person;
 - (b) claims arising or resulting from the temporary or permanent termination of Facility user rights on any portion of highway right of way over which this LUP is granted;
 - (c) claims resulting from temporary or permanent changes in drainage patterns resulting in flood damages;
 - (d) any laborers', mechanics', or materialmen's liens or other liens or claims of any kind whatsoever filed or maintained for or on account of any work done or materials furnished; and
 - (e) any damages, testing costs and clean-up costs arising from spillage of regulated materials attributable to the construction, maintenance or operation of the Facility.

MINNESOTA DEPARTMENT
OF TRANSPORTATION
RECOMMENDED FOR APPROVAL

By: _____
District Engineer

Date _____

APPROVED BY:
COMMISSIONER OF TRANSPORTATION

By: _____
Director, Office of Land Management

Date _____

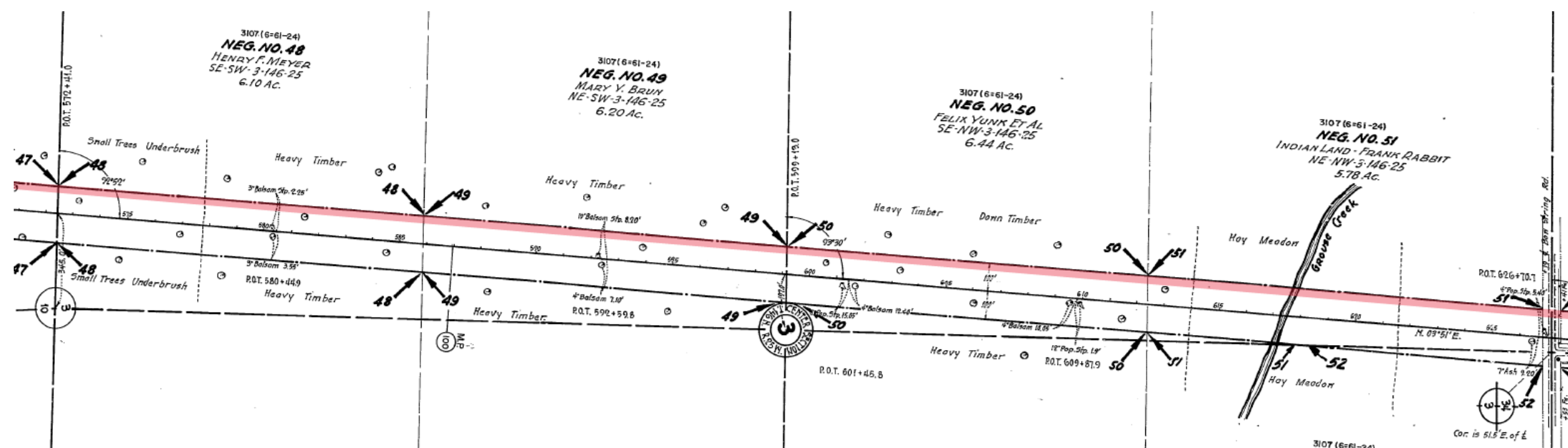
ITASCA COUNTY

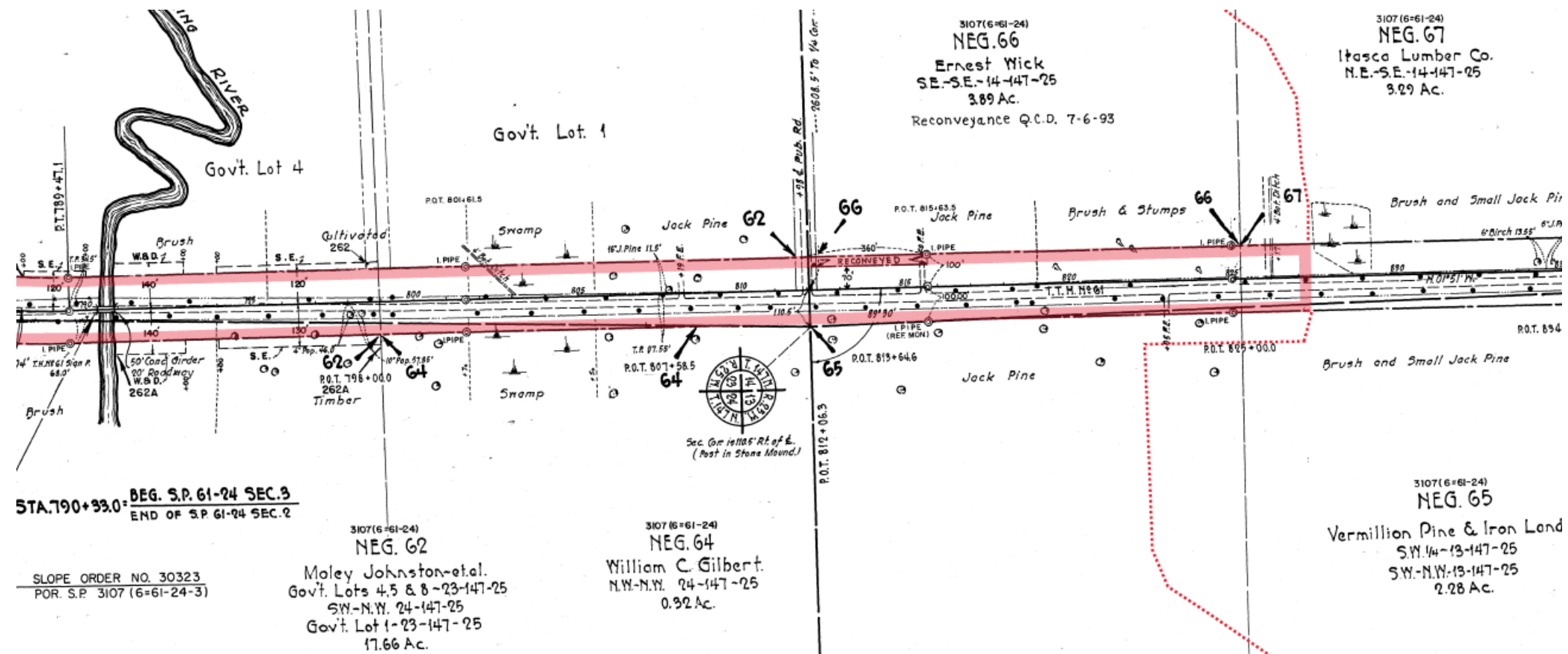
By _____
Its _____

And _____
Its _____

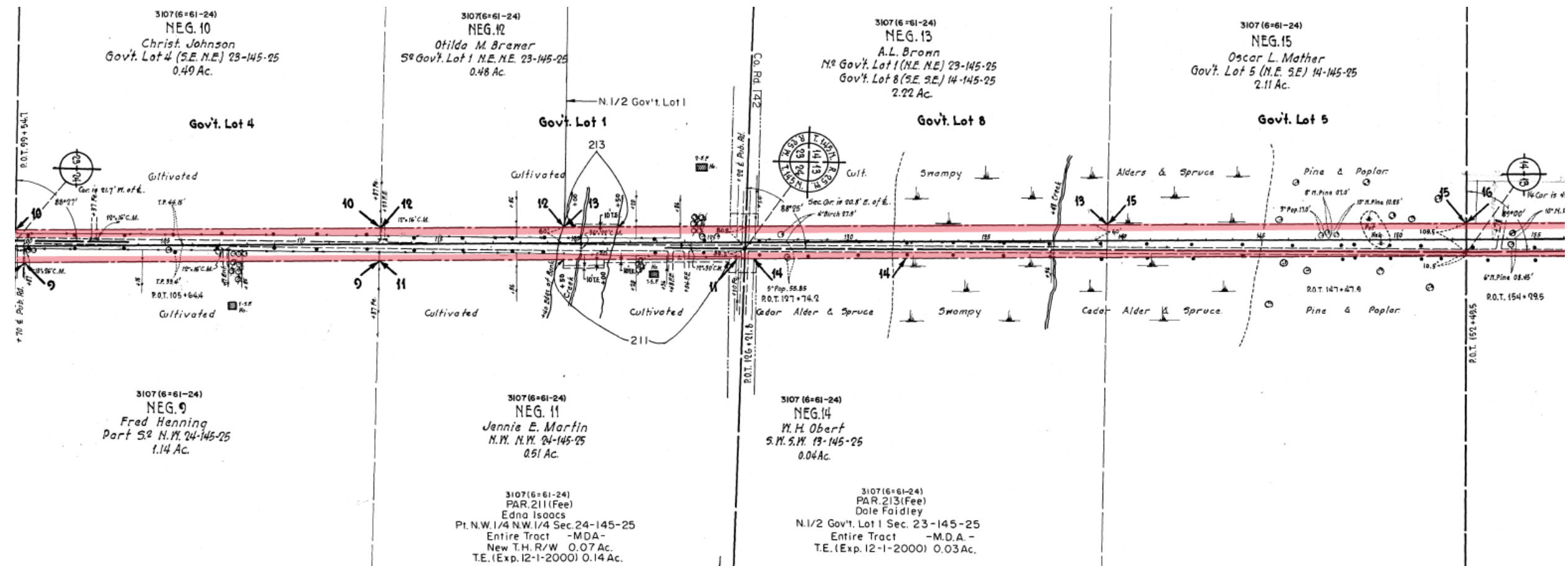
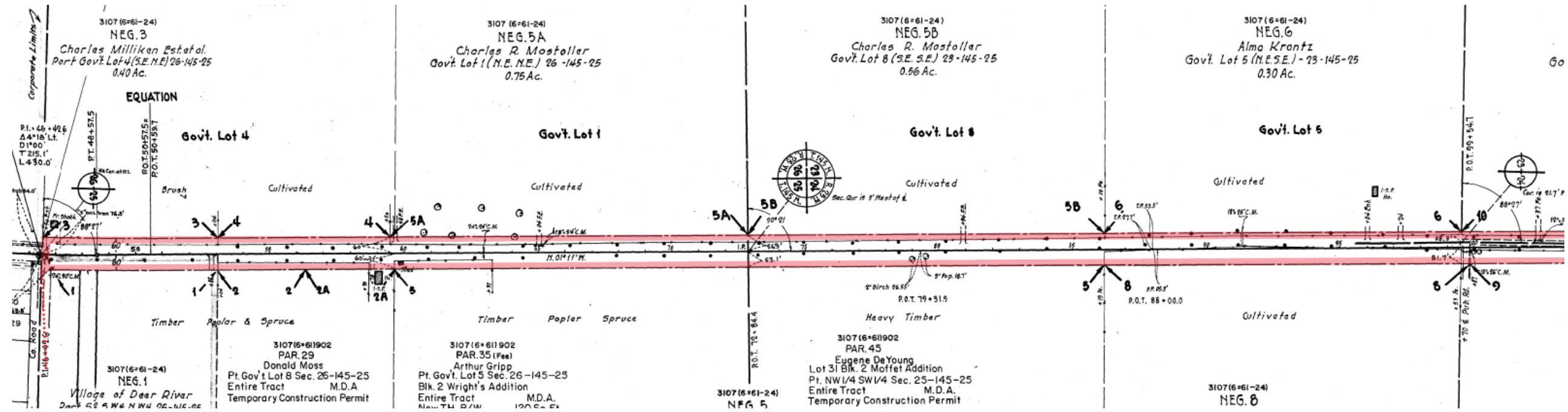
The Commissioner of Transportation
by the execution of this permit
certifies that this permit is
necessary in the public interest
and that the use intended is for
public purposes.

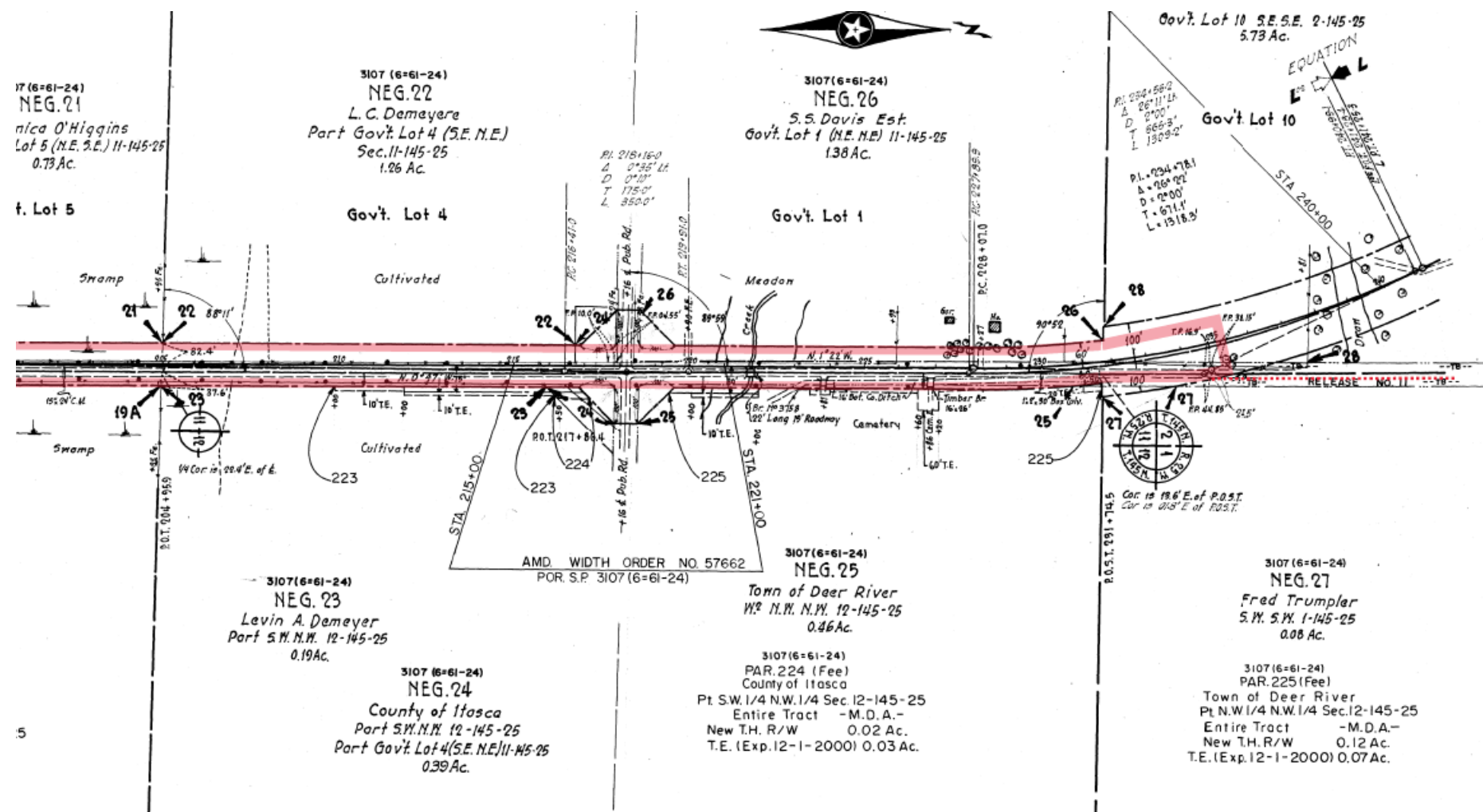
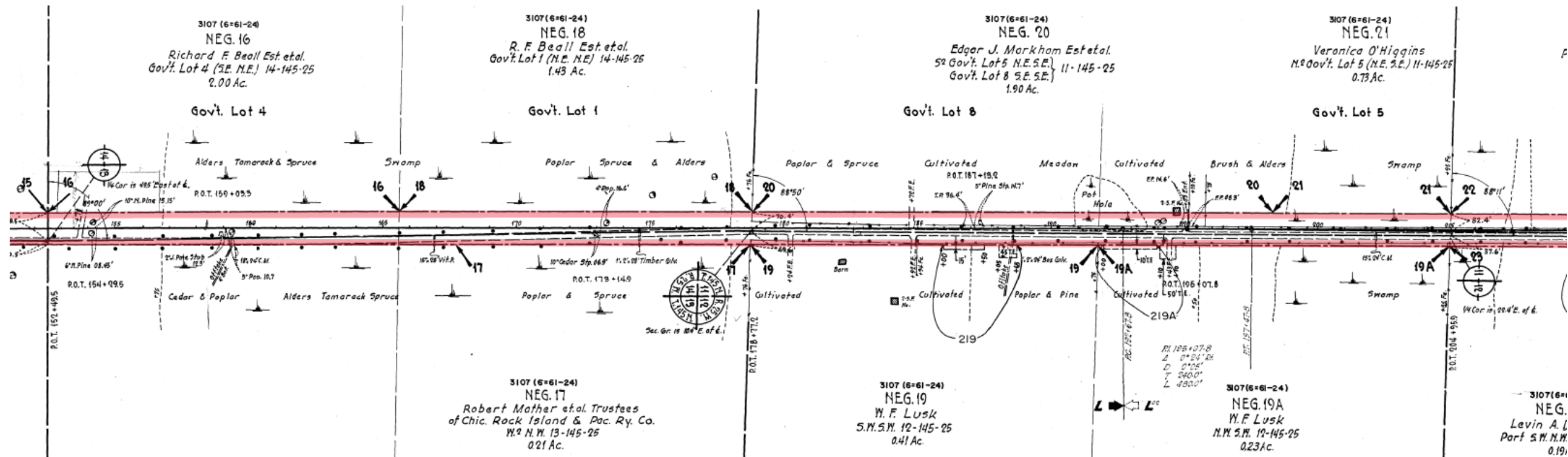
JULY 21, 2021





TH6 – SOUTH SEGMENT – EXHIBIT A







**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1719

DEPARTMENT: Surveying & Mapping
PRESENTER: Guy Carlson

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Recorder's Compliance Fund Request

BOARD ACTION REQUESTED:
Approve the request to utilize the Recorders Compliance Fund for the purchase of a new 2022 snowmobile in an amount not to exceed \$12,500.

BACKGROUND:
The current snowmobile is a 2013 Polaris 600 and is in need of replacement. This sled has a \$2000 trade-in value.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2022 Snowmobile

08/17/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/24/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
ABSENT:	Leo Trunt

RECORDER'S COMPLIANCE FUND

REQUISITION FOR FUNDING

Name(s) of requesting Department/Individual:

Guy Carlson/Department of Surveying and Mapping

Description of Project/Items Requested:

*One 2022 Polaris Titan Adventure 800 **OR** one 2022 Ski-Doo Expedition LE 600R E-Tec (depends on availability).*

Detail of Costs of Requested Project/Item:

Not to exceed \$12,500.

Describe Use and How Project/Item Requested Complies with MS 357.182

The purchase of a new snowmobile will provide staff an easier means to perpetuate and in some cases re-establish corners of the Public Land Survey System. The Public Land Survey System is the backbone of all land transactions within Itasca County.

Compliance Fund Designee: Nicolle Zuehlke/County Recorder/Registrar

Date of Review: 8/3/2021

Approved: ✓ **Denied:** _____

Signed: Nicole Zuehlke

MS 357.182 Subd. 7 – Restriction on use of recording fees.

Notwithstanding any law to the contrary, for county budgets adopted after January 1, 2006, each county shall segregate the additional unallocated fee authorized by sections 357.18, 508.82, and 508A.82 from the application of the provisions of chapters 386, 507, 508, and 508A, in an appropriate account. **This money is available as authorized by the Board of County Commissioners for supporting enhancements to the recording process, including electronic recording, to fund compliance efforts specified in subdivision 5 and for use in undertaking data integration and aggregation projects.** Money remains in the account until expended for any of the authorized purposes set forth in this subdivision. This money must not be used to supplant the normal operating expenses for the office of county recorder or registrar of titles.

Corey Hendershott

From: Joe Johnson <joe@rayssportandcycle.com>
Sent: Tuesday, July 20, 2021 3:36 PM
To: Corey Hendershott
Subject: Polaris Quote

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.

2022 Polaris Titan Adventure 800 = \$15,299
Less Gov't Discount = -\$2562
Trade 2011 600WT IQ = -2000
TOTAL = \$10,737.00



Joe Johnson
Sales Associate, Ray's Sport & Cycle
20890 Hwy 169 S Grand Rapids, MN 55744
218.326.9355 * 1.800.799.7297

Corey Hendershott

From: Joe Johnson <joe@rayssportandcycle.com>
Sent: Tuesday, July 20, 2021 3:23 PM
To: Corey Hendershott
Subject: SKI DOO QUOTE

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.

2022 Ski-Doo Expedition LE 600R E-Tec = \$13,449
Storage Box = \$489
Less Govt Discount = -\$1000
Trade 2011 600WT IQ = -2000
TOTAL = \$10,938



Joe Johnson
Sales Associate, Ray's Sport & Cycle



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1401

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1754

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Farewell to Steve Snyder whose last day as Deputy Sheriff/Road Deputy will be September 5, 2021 after 10 years of service.
- Farewell to Tina Glorvigen whose last day as a Social Worker – Home & Community Based, Public Health Division will be September 14, 2021 after 22+ years of service.
- Farewell to Mike Liebel whose last day as a Deputy Sheriff/Road Deputy will be September 7, 2021 after 30 years of service.
- Farewell to Terry Grozdanich whose last day as a Highway Maintenance Worker, Road & Bridge Division will be September 10, 2021 after 31+ years of service.
- Congratulations to Jason Johnson who was promoted from Eligibility Specialist to Financial Assistance Supervisor, Family Services Division, Health & Human Services Department, effective August 15, 2021.
- Farewell to Darin Shevich whose last day as a Deputy Sheriff/Sergeant will be August 9, 2021 after 25+ years of service.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1255

DEPARTMENT: Auditor / Treasurer

PRESENTER: Gail Guck

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of August 27, 2021 in the amount \$1,499,483.43.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1244

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for August 2021, in the amount of \$1,276,865.39.

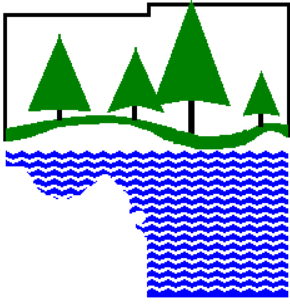
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - August 2021

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



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

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

August 2021

Income Maint/Admin Payments	\$ 129,031.06
Social Services - Waivers	\$ 7,354.52
Social Services - Non-Waivers	\$ 478,849.62
Foster Care/Out of Home/FamilySupport	\$ 406,809.83
Relative Custoday/Preventive Placement Costs/Incidentals	\$ 18,559.37
Public Health	\$ 5,940.88
Community Health Board	\$ 230,320.11
Total	\$ 1,276,865.39

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

August 2021
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2021	Actual 2020	Actual 2019	Actual 2018	Actual 2017
January	375,450.87	459,792.92	304,901.00	403,335.16	487,398.32
February	276,036.33	591,619.05	395,125.46	317,598.86	481,561.52
March	470,336.10	503,054.15	481,292.60	401,231.62	412,873.40
April	327,746.28	447,083.94	369,984.89	486,982.25	457,943.88
May	435,540.15	533,038.47	431,360.66	326,329.84	477,818.82
June	453,742.31	382,221.73	511,262.03	511,990.80	413,821.03
July	295,647.79	361,553.69	374,861.55	345,911.09	386,995.99
August	406,809.83	324,126.58	553,349.32	420,305.34	505,027.90
September		388,223.65	454,942.93	346,840.99	340,256.49
October		482,584.01	535,920.86	505,385.69	393,487.54
November		397,425.90	420,910.89	379,374.21	442,092.74
December		351,799.88	222,554.78	410,475.92	433,741.15
Total	3,041,309.66	5,222,523.97	5,056,466.97	4,855,761.77	5,233,018.78

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	40	21	53%	6	29%
February	46	34	74%	15	44%
March	46	29	63%	6	21%
April	29	28	97%	8	29%
May	42	34	81%	9	26%
June	55	28	51%	10	36%
July	44	28	64%	8	29%
August	44	28	64%	3	11%
September					
October					
November					
December					
	346	230	68%	65	28%
	average			average	

August 2021
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Northwestern MN Juvenile	-	\$167-\$265/day	\$ 114,287
The Bridge Residential Facility	-	\$250/day	\$ 54,250
Snyders/Foundation for Life	-	\$122/day	\$ 28,560
North Homes	-	\$175 - \$365/day	\$ 26,409
Northwood	-	\$294-\$331/day	\$ 15,068
Little Sand Group Home	-	\$240/day	\$ 14,692
Itaskin Juvenile Center	-	\$175 - \$328/day	\$ 11,320
West Central Juvenile Center	-	\$334/day	\$ 10,020
Lighthouse	-	\$128/day	\$ 8,680
Village Ranch	-	\$175 - \$231/day	\$ 6,065
MCF - Redwing	-	\$215/day	\$ 5,750
Mille Lacs Academy	-	\$334 - \$403/day	\$ 5,698
Kindred Family Focus	-		\$ 4,844
Northstar	-	\$128/day	\$ 4,340
Lutheran Social Services	-	\$148-\$194/day	\$ 2,698
Arrowhead Juvenile Center	-	\$250/day	\$ 500
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Bar None	-	\$475/day	\$ -
Dakota County Juvenile Serv	-	\$170 - \$ 291/day	\$ -
Fond Du Lac Foster Care	-		\$ -
Go Forward Group Home	-	\$245/day	\$ -
Healing Foundations	-	\$375.77/day	\$ -
Heartland Girls Ranch	-	\$249 - \$316/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Port Group Homes	-	\$178/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 93,629
Total			\$ 406,810

*Individuals : Includes Foster Care & Family Support Programs



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1755

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Cari Ann Burgess

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve a Premises Permit Application for gambling, as requested by VFW Post 1720, to conduct lawful gambling at Blueberry Bowl, 44919 Golf Course Road, Deer River, MN 56636.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1740

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive an informational update regarding COVID-19.

BACKGROUND:

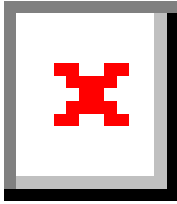
COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. COVID report 8-24-2021

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1233

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. A106013900_CMRPTS_PHMImpactAnalysisReport_072021

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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2021 PHM Impact Analysis Report

Date: 07/26/2021

Program Summary: Itasca Medical Care (IMCare) is a Managed Care Organization (MCO) in contract with the State of Minnesota, acting through the Department of Human Services. Within the contracts for Seniors and Families and Children, the MCO must make available a Population Health Management (PHM) program for its enrollees. PHM does not take the place of existing medical providers or educators but supports the plan of care and the enrollee. IMCare's PHM program was developed based on NCQA guidelines and addresses a variety of enrollee needs across the continuum of care.

Study Population: PHM applies to all eligible IMCare enrollees and interventions are based on enrollee risk level. The IMCare population is reviewed at least annually to help identify at risk enrollees and connect them with programs and services that may be beneficial for them.

Study Period: 01/01/2020-12/31/2020

2020 Interventions:

- Transition from DM program model to PHM program model
- Referrals to health care providers, complex case management and public health when appropriate
- Enrollee newsletter with PHM program information
- Provider newsletter with PHM program information
- Development of IMCare's PHM program resources on the IMCare website
- Staff education and development of roles in PHM and Complex Case Management programs
- Utilization of an electronic platform to house CCM program

Methodology: Claim's data, provider documentation submitted with authorization requests, emergency department utilization monthly reports, health screening surveys and care coordinator assessments were utilized to identify enrollees who may benefit from the PHM program. IMCare also received referrals from clinics, hospitals, case managers and self-referrals for possible participation in the program.

Sampling: No sampling was used in this report as all IMCare's population is eligible for PHM. Enrollees are segmented below based on conditions and perceived risk for targeted interventions.

Measurements: 01/01/2020-12/31/2020

Table 1. Keeping Enrollees Healthy Measurements

Measurement	Data Source
M1. Increase in annual age-appropriate well-child visits with a PCP for children in the first 30 months	HEDIS W30
M2. Increase in well-care visits with PCP or OB/GYN for ages 3-21 years old	HEDIS WCV

Table 1. Keeping Enrollees Healthy Measurements Continued

Measurement	Data Source
M3. Increase in annual age-appropriate wellness exams: Breast Cancer screening	HEDIS BCS Measure
M4. Increase in annual age-appropriate wellness exams: Colorectal Cancer screening	HEDIS COL Measure
M5. Increase in annual age-appropriate wellness exams: Cervical Cancer screening	HEDIS CCS Measure
M6. Increase in annual age-appropriate wellness exams: Chlamydia screening	HEIDS CHL Measure

Results:**Table 2. Year-to-Year Comparison Keeping Enrollees Healthy Results**

Measurement	Goal	2019 Percentage (N/D)	2020 Percentage (N/D)	Status
M1. Well Child Visits 30 months	Above 65%	NA	59.71% (83/139)	Goal not met
M2. Annual well-care visits	Above 35%	NA	27.95% (881/3152)	Goal not met
M3. Breast Cancer screening	Above 61%	61.02% (108/177)	58.29% (116/199)	Goal not met
M4. Colorectal Cancer screening	Above 70%	61.63% (53/86)	64.21% (61/95)	Goal not met
M5. Cervical Cancer screening	Above 61%	65.94% (271/411)	61.07% (251/411)	Goal met
M6. Chlamydia screening	Above 57%	44.83% (104/232)	38.80% (123/317)	Goal not met

Table 3. Managing enrollees with emerging risk Measurements

Measurement	Data Source
M1. Average inpatient length of inpatient hospital stay for PMAP enrollees per 1,000 months.	HEDIS IPU measure

Results:**Table 4. Year-to-Year Comparison Managing enrollees with emerging risk Results**

Measurement	Goal	2020	Status
M1. Average length of inpatient stay	NA	0.33	Informational

Table 5. Patient Safety or Outcomes Across Settings Measurements

Measurement	Data Source
M1. Annual reduction in hospital admission for: Asthma	Claims (Chronic health needs)
M2. Annual reduction in hospital admission for: Congestive Heart Failure	Claims (Chronic health needs)
M3. Annual reduction in hospital admission for: Chronic Obstructive Pulmonary Disease (COPD)	Claims (Chronic health needs)
M4. Annual reduction in hospital admission for: Hypertension	Claims (Chronic health needs)
M5. Annual reduction in hospital admission for: Bacterial pneumonia	Claims (Chronic health needs)
M6. Annual reduction in hospital admission for: Urinary Tract Infection (UTI)	Claims (Chronic health needs)

Table 5. Patient Safety or Outcomes Across Settings Measurements Continued

Measurement	Data Source
M7. Annual improvement HBA1C of 8% or lower for enrollees with diabetes by 2 percentage points as identified by HEDIS measures Comprehensive Diabetes Care	HEDIS CDC Measure

Results:**Table 6. Year-to-year Comparison Patient Safety or Clinical Outcomes Across Settings Results**

Measurement	Goal	2020 Percentage (N/D)	Status
M1. Asthma	Below 10%	0.87% 1/115	Goal met
M2. Congestive Heart Failure	Below 10%	13.04% 15/115	Goal not met
M3. Chronic Obstructive Pulmonary Disease (COPD)	Below 10%	8.70% 10/115	Goal met
M4. Hypertension	Below 10%	6.96% 8/115	Goal met
M5. Bacterial pneumonia	Below 10%	18.26% 21/115	Goal not met
M6. Urinary Tract Infection (UTI)	Below 10%	1.74% 2/115	Goal met
M7. HBA1C of 8% or lower	Above 50%	54.29% (114/210)	Goal met

Table 7. Population Segmentation Measurement

Measurement	Data Source
M1. Enrollees with a diagnosis of hypertension with major complications: Over 65 years old	Care analyzer (Disease prevalence report)
M2. Enrollees with a diagnosis of hypertension without major complications: Over 65 years old	Care analyzer (Disease prevalence report)
M3. Enrollees with a diagnosis of diabetes type 2 with or without complications: Over 65 years old	Care analyzer (Disease prevalence report)
M4. Enrollees with a diagnosis of Obesity	Care analyzer (Disease prevalence report)
M5. Enrollees under age 18 indicating on initial enrollee screening they have not been to a doctor within a year	Initial Enrollee Screening
M7. Enrollees with a diagnosis of Developmental Disorder	Care analyzer (Disease prevalence report)
M8. Enrollees with a diagnosis of a physical disability including: Cerebral Palsy, Spinal cord injuries, quadriplegia and paraplegia, muscular dystrophy, multiple sclerosis, and parkinsons disease	Care analyzer (Disease prevalence report)
M9. Hospitalization for Mental Illness	HEDIS FUH measure
M10. Emergency Department visit for Mental Illness	HEDIS FUM measure
M11. Emergency Department visit for Substance Use Disorder	HEDIS FUA measure

Results:

Table 8: Population Segmentation Results

Measurement	Targeted Interventions for Eligible Members	Goal	2020 Percentage (N/D)	Status
M1. Hypertension with complications	Low risk interventions and individual care coordination and education through care coordinator	NA	27.87% (119/427)	Informational
M2. Hypertension without complications	Low risk interventions	NA	76.58% (327/427)	Informational
M3. Diabetes type 2	Low risk interventions and education with annual HRA and follow up contacts.	NA	9.15% (542/5921)	Informational
M4. Obesity	Low risk interventions	NA	13.83% (819/5921)	Informational
M5. New enrollees without a doctors visit	Moderate risk interventions and Child and teen checkup reminder mailings, enrollees may request assistance from IMCare staff to make a medical appointment	NA	25.70% (46/179)	Informational
M6. New enrollees without a dentist visit	Moderate Risk Interventions, enrollees may request assistance from IMCare staff to make a dental appointment	NA	39.67% (71/179)	Informational
M7. Developmental Disorder	Moderate Risk Interventions	NA	4.63% (145/5921)	Informational
M8. Physical disability	Moderate Risk Interventions	NA	2.45% (145/5921)	Informational
M9. Mental Illness hospitalization	High Risk Interventions	NA	45	Informational
M10. Mental Illness ED visit	High Risk Interventions	NA	34	Informational
M11. Emergency Department visit for SUD	High Risk Interventions	NA	68	Informational

Table 9. Value Based Payment Measurements

Measurement	Data Source	Methodology
M1. Dental Risk Pool	IMCare Financial Statements	Numerator: The total value-based payments <i>divided by,</i> Denominator: All payments
M2. Vision Risk Pool	IMCare Financial Statements	Numerator: The total value-based payments <i>divided by,</i> Denominator: All payments
M3. Chiropractic Risk Pool	IMCare Financial Statements	Numerator: The total value-based payments <i>divided by,</i> Denominator: All payments

Results:

Table 10. Year-to-Year Comparison of Value Based Payment Results

Measurement	Provider Types	2020 Percentage per 12 months (N/D)
M1. Dental Risk Pool	DDS	96.33% (\$2,275,164.21/\$2,361,779.91)
M2. Vision Risk Pool	MD, OD,	84.94% (\$577,764.65/\$680,209.63)
M3. Chiropractic Risk Pool	DC	96.62% (\$301,042.28/\$311,568.82)

Table 11. Year-to-Year Cost Measures

Measurement	Goal	2019	2020	Status
M1. Cost per enrollee per month (PEPM)	Annual Decrease	\$573.29	\$531.89	Goal met
M2. Overall pharmacy claim cost per enrollee months	Annual Decrease	\$113.90	\$123.54	Goal not met
M3. Overall medical claim cost per enrollee months	Annual Decrease	\$459.90	\$408.35	Goal met

Enrollee Experience: IMCare was unable to collect PHM satisfaction data for 2020 due to the newly implemented program and lack of groups convening during the peace time emergency. There were no enrollee grievances related to the information or services received through the IMCare PHM program. IMCare is working to develop a survey to collect input on the usefulness of resources and overall enrollee satisfaction of the PHM program, this will measure 2021 satisfaction.

Analysis:

IMCare saw increased enrollment from 2019 to 2020 related to the COVID-19 Pandemic and legislative changes. On March 27th, 2020 the MN executive order 20-20 directing Minnesotans to stay at home was enacted. This order urged Minnesotans to stay home unless they were deemed an essential worker and/or for emergent services, which delayed preventative care and elective procedures for many Minnesotans. This order was lifted on May 17th, 2020 however further guidance on decontamination of public areas, utilization of personal protective equipment, and to provide service to the public at reduced capacity to prevent further spread of COVID-19 was issued. Following this three-month closure period healthcare offices that were able to resume providing care were required to adhere to specific and extensive cleaning of patient areas between patient treatment. Related to these new requirements network providers reported the increased expectation of contact precautions required extra time be allotted between patients and the ability to schedule patients was reduced when compared to before the three-month closures. After services re-opened there may also have been some hesitancy among enrollees to seek preventative care. These changes also effected IMCare's enrollee rate as some enrollees who would have had a discontinuation of IMCare coverage without these changes remained active throughout 2020, this is thought to also have had an unknown effect to numerators and denominators included in this report

IMCare's goals for keeping enrollees healthy for age-appropriate screenings including breast cancer screening, colorectal cancer screening, cervical cancer screening, and chlamydia screening had stable or increased denominators from 2019 to 2020 HEDIS measures. Though the numerators increased from 2019 through 2020 the percentages are noted to have declined, indicating that enrollees sought out less preventative care in 2020 as compared to 2019. IMCare did not meet any of the goals that correlate with keeping enrollees healthy, except for cervical cancer screening.

Measures including annual reduction in in-patient in hospital admission for asthma, congestive heart failure, chronic obstructive pulmonary disease, hypertension, bacterial pneumonia, and urinary tract infections as well as HBA1C improvement are not able to be compared to 2019 rates and so 2020 rates will be used to review future changes within these measures. In review of population segmentation IMCare's population has significant enrollees with chronic health condition diagnoses which places them at a greater risk for admission of acute health episodes and readmissions. A relationship significant to the ability to seek out preventative care and the rate of hospitalizations for acute conditions may be reflected in measures for inpatient admissions for asthma, hypertension, bacterial pneumonia, and UTI, as hospitalizations for otherwise preventable conditions may have increased in 2020 related to guidance from executive order 20-20.

IMCare's population has a high rate of Hypertension diagnoses across the senior population and a significant rate of hypertension with complications within this same population. IMCare additionally identified diabetes type 2 and obesity as significant conditions for the IMCare population. Of note these conditions often share a symbiotic relationship and are common comorbidities. IMCare additionally saw significant rates of new enrollees reporting they had not had preventative doctor or dental visits at the start of IMCare coverage, placing new enrollees at high risk for unknown and acute health conditions at the start of IMCare coverage. These values are considered for informational purposes to guide IMCare's PHM focus and interventions.

IMCare has established three value-based payment systems with in-network Dental, Vision, and Chiropractic providers. The IMCare Dental Risk Pool has significantly higher denominators than both the Vision Risk Pool and the Chiropractic Risk Pool which indicates enrollees are requiring more extensive dental care than preventative maintenance. In 2020 dental services were classified as non-essential for the purposes of executive order 20-20 and so were not seeing patients for three months during 2020. During these closures IMCare enrollees with acute dental conditions were treated palliatively and following this treatment plan would be expected to require a more costly remedy due to delayed care. Additionally, the results of delayed preventative care treatment may include more costly dental interventions that otherwise could have been prevented with routine appointments.

Cost per enrollee per month went down after the initiation of the PHM program. Pharmacy costs increased from year-to-year but that is likely associated with increase in specialty costs to treat hemophilia and dermatological conditions, neither are preventable conditions that would be impacted by PHM. Medical claim costs per enrollee months decreased as well, which may also be correlated with lower utilization of services during the COVID-19 Pandemic.

Opportunities:

- In 2020 IMCare utilized a variety of methods including but not limited to quality programs, utilization review reports, and enrollee outreach to identify and serve individuals with acute and chronic care management needs. Interventions were provided for enrollees on a per enrollee per need basis and documentation of these interventions is located primarily in phone notes and case notes
- IMCare's educational content available for the PHM program online was expanded in 2021 and continues to be a work in progress with updates conducted for content as needed
- IMCare will continue to inform enrollees of PHM program through enrollee newsletter
- IMCare will continue to inform providers of PHM program through provider newsletter
- IMcare will continue to include relevant health management topics in the enrollee newsletter
- IMCare is implementing a secure online enrollee portal platform within 2021. Within this program the enrollee will be able to access their personal IMCare information as applicable and will house enrollee surveys including the Initial Health Screening and the Health Appraisal
- IMCare will develop and distribute PHM enrollee satisfaction surveys for future program improvement
- MCNs will continue to identify at risk enrollees who may benefit from CCM services
- MCN's will continue to refer at risk enrollees for CCM screening when identified
- Enrollee education will be provided regarding dental hygiene, focusing on preventative care with a goal to increase preventative dental visits and decrease dental work



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1721

DEPARTMENT: Transportation

TIME REQUESTED: 10 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Request for Grader Replacement

BOARD ACTION REQUESTED:

Approve purchase of a Grader replacement.

BACKGROUND:

Motor Grader Unit 1127's engine has unexpectedly failed. Options for engine replacement and motor grader replacement were explored and the details and recommendations are provided in the attached document.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:

1. Request for Grader Replacement

08/17/2021

RESULT:	RECOMMENDED FOR REGULAR	NEXT: 08/24/2021 2:30 PM
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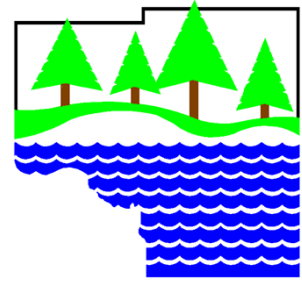
08/24/2021

RESULT:	PULLED FROM AGENDA
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ITASCA COUNTY HIGHWAY DEPARTMENT

123 NE 4th Street
Grand Rapids, MN 55744-2600

Hours: Monday thru Friday - 8:00AM to 4:30PM
Telephone: 218-327-2853
Fax: 218-327-0688



MEMORANDUM

To: Itasca County Board of Commissioners
CC: Karin Grandia, Itasca County Engineer
Ryan Sutherland, Assistant County Engineer
Charlie Castle, Purchasing/Equipment Maintenance Supervisor
From: Kory Johnson, Highway Maintenance Director
Date: August 11, 2021
Subject: Request for Replacement of Grader

The Transportation Department is requesting to use additional unbudgeted revenues in 2021 to cover the cost of replacing Grader Unit 1127 within our budget. Outlined below are the details for the request.

A. Background

Grader Unit 1127's engine has unexpectedly reached the end of its life and needs to be replaced. Grader Unit 1127 was purchased in 2012 and was the first generation engine to include a Diesel Particulate Filter, which could be a contributing factor of why this engine failed prior to previous models. Since this model John Deere has updated its engine several times.

Due to the unanticipated engine failure and significant cost to replace the engine the maintenance department further investigated the grader life cycle and replacement options.

B. History/Data

Graders are on a 17 year rotation with the average purchase of 1 new grader every year. 15 graders are actively used with 2 spares in the fleet to prevent down time due to repairs.

Though the grader is only 9 years through the 17 year rotation it has the 6th highest hours in the fleet, 8,725 hours. The average hours of the last 5 graders that have been sold are 10,084 hours. With the average hours of 970/yr for this grader it would be in the fleet approximately 2 to 3 additional years.

Table 1 – Current Fleet of Graders

Unit #	Year	Hours
1071	2007	12,020
1072	2007	11,276
1096	2009	10,408
1097	2009	10,217
1112	2010	9,050
1127	2012	8,725
1117	2011	7,615
1141	2013	6,786
1149	2014	6,529
1159	2015	5,263
1148	2014	5,255
1172	2016	4,692
1187	2017	3,166
1182	2017	2,893
1197	2018	2,501
1212	2019	1,369
1222	2021	296

Table 2 – Grader Sales Last 5 Years

Unit #	Hours
1073	11319
1056	11502
1055	9659
1031	9311
1030	8628

C. Option 1 – Engine Replacement

The cost of an engine replacement has risen significantly in recent years and would cost \$38,300.47 to be replaced by the vendor John Deere and only includes a 1 year warranty. The cost to have our mechanics rebuild the engine ourselves would be \$35,680 (\$28,000 in parts and \$7,680 in labor) with no warranty. If this option is selected it is recommended to have the vendor replace the engine to receive the warranty.

Assuming replacement of the engine by John Deere for \$38,300.47 the value would be 40.0% of the grader with only a 1 year warranty. (Assuming a total value of \$98,300.47, the trade in price of \$60,000 + the cost of the new engine 38,300.47)

Itasca County has spent \$10,176 in labor and \$16,677.79 in parts on grader Unit 1127 in the last 2 years. With the addition of the engine installed by John Deere there would be approximately \$65,154.23 invested in this grader to keep it in the

fleet another 2-3 years, assuming no further repairs.

The Itasca County grader Unit 1073 with 11,319 hours sold in 2021 for \$44,000 at Pike Auctions. With the lower hours on a new engine you would expect a greater return (somewhere between \$44,000 and \$98,300.47) at auction, which may cover your engine investment but is not likely to make additional revenue for future purchases of equipment.

D. Option 2 – New Grader (State Contract)

The State Contract vendor John Deere has given us two options, a brand new grader and a 1+ year used grader. The main difference between the two models is the controls, levers vs joysticks.

The cost of a brand new 672G grader on 2021 State Contract (how we purchased our graders) is \$301,692. The vendor would take our grader unit 1127 as is for a trade in value of \$60,000, reducing the cost to \$241,692. This grader would have to be produced and would be available in late 2021 and comes with a 7500 hour / 84 month warranty.

The vendor also had a used 672GP grader with 980 hours of engine time, equivalent to ~1.25 years of life as a county grader. The cost of the used grader through State Contract is \$275,500. The vendor would take our grader unit 1127 as is for a trade in value of \$68,000, reducing the cost to \$207,500. We would recommend purchasing the additional 7 year warranty for \$23,265 for a total cost of \$230,765. The benefit of this grader is that it would be available immediately.

Table 3 - New Grader Cost Evaluation

Grader	Purchase Value	Trade In Value	Warranty	Purchase	Years of Use	\$/YR
New 672G	\$301,692.00	\$60,000.00	Included	\$241,692.00	17	\$ 14,217.18
Used 672GP	\$275,500.00	\$68,000.00	\$23,265.00	\$230,765.00	15.75	\$ 14,651.75

E. Recommendation

Based on the research into the life cycle of our graders, costs of repairs, cost of replacement, and anticipated revenue from sales or trades it is our recommendation that the most cost effective solution overall is to trade our grader Unit 1127 for a new grader. This would remove a grader from our fleet that is requiring a great investment to continue operation for a short amount of years and a likely low return is sale revenue on that investment. It would also reduce the age of our fleet from 17 years to 16 years. If the fleet can be further reduced in the future it would save on maintenance costs as well as provide additional sales revenue and get closer to our 7 year warranty.

F. Budget

With this being an unanticipated expense, the department has committed \$848,400 of its \$865,000 equipment purchase budget 05-330-6620, leaving \$16,600 to contribute to the purchase of a new grader.

The Transportation Department is tracking on budget other than this grader engine. There are additional revenues that were not budgeted for 2021 summarized in the table below.

Equipment Sales Above Budget	+\$14,484.85
MnDOT Detour Revenue for TH 6 & TH 2	+\$81,578.73
FEMA Reimbursement for 2020 Storm Damage	+\$97,075.45
Warba Garage Sale	+\$30,000.00
Total	\$223,139.03

G. Conclusion – Request for Grader

The Transportation Department requests approval from the Board of Commissioners to proceed with trading-in Grader 1127 for a value of \$60,000 to the State Contract vendor John Deere and purchasing a new grader through them from state contract. This new grader will be funded by the remaining equipment purchase budget of \$16,600 and additional costs offset by unbudgeted revenues of \$223,139.03. It is anticipated that the cost of replacing Grader 1127 with a new Grader can be completed within the 2021 budget or with minimal use of reserve funds.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1752

DEPARTMENT: Sheriff

TIME REQUESTED: < 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

Joint Powers Agreement between Itasca County Sheriff's Office and Bovey and Coleraine Police Departments

BOARD ACTION REQUESTED:

Authorize the County Administrator and Board Chair to sign the JPA between the Sheriff's Office and Bovey and Coleraine Police Departments.

BACKGROUND:

The JPA allows for the Sheriff's Office to share resources for the field training of newly hired law enforcement officers for Bovey and Coleraine Police Departments.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Coleraine Signature Page
2. Bovey Signature Page

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

**JOINT POWERS AGREEMENT
FOR
LAW ENFORCEMENT TRAINING**

THIS AGREEMENT is made and entered into between the Parties, governmental subdivisions of the State of Minnesota, pursuant to authority granted to them by Minnesota Statutes, Section 471.59, which authorizes the joint and cooperative exercise of powers common to contracting parties.

In consideration of the mutual promises and Agreements contained herein, and subject to the provisions of Minnesota Statutes, Section 471.59, the Parties agree to the following:

- I. Enabling Authority. Minnesota Statutes Section 471.59 authorizes two or more governmental units to jointly exercise any power common to the contracting parties.
- II. Purpose. Training Officers, Equipment, and Field Training Program and Resources of the Itasca County Sheriff's Office will be utilized to provide field training to other Parties to this Agreement.
- III. Definitions.
 - a. "Training Officers" means employees of the Itasca County Sheriff's Office providing Services under this Agreement. "Training Officer" is the singular of "Training Officers." Both "Training Officers" and "Training Officer" includes Field Training Officer(s) (FTO).
 - b. "Training Records" means documents tracking the Trainee's progress throughout the Services provided under this Agreement.
 - c. "Trainee" means an employee of a Party other than Itasca County/Itasca County Sheriff's Office who is trained and receives Services under this Agreement.
 - d. "Equipment" means any equipment/gear issued by a Party and used in the course of this Agreement.
 - e. "Field Training Program and Resources" means the Services described in Section IV, Scope of Services, subpart "b".
 - f. "Services" means Services as listed under Section IV, Scope of Services.
 - g. "Party" means any governmental unit or entity identified in Minn. Stat. 471.59 who has authorized and signed this Agreement. "Parties" is the plural of Party. Other units of government or entities identified in Minn. Stat. 471.59 may become a Party to this Agreement upon approval of those units of government that are Parties at the date of the request. The new Party will sign a copy of the Agreement. Existing Parties will not be required to resign.
 - h. "Receiving Party" means any governmental unit or entity identified in Minn. Stat. 471.59 who has authorized and signed this Agreement and who is receiving Services from the Itasca County Sheriff's Office/Itasca County as set forth herein. "Receiving Parties" is the plural of Receiving Party.

IV. Scope of Services. The Itasca County Sheriff's Office/Itasca County will provide the following Services:

- a. The Itasca County Sheriff's Office will utilize their Field Training Program and Resources to train other law enforcement agencies who are Receiving Parties to this Agreement.
- b. The Itasca County Sheriff's Office will provide an on-the-job, 4 phase field training program to law enforcement officers newly employed by Receiving Parties within Itasca County. The basis for the field training is to build upon the fundamentals of the technical and tactical aspects of law enforcement. Each training phase is designed to build upon the foundation of the previous in order to create a competent, safe and productive law enforcement officer.

At the beginning of the field training program, Trainees will receive login credentials to a training software program which will provide a training outline and documentation of the current training program utilized by the Itasca County Sheriff's Office. Trainees are evaluated daily by the Field Training Officer (FTO) and tested at the end of each phase to track progress through the program. During the training program daily observation and phase progression reports will be shared with the Trainee and the assigned representative from the employing agency/Receiving Party. At the end of the training an overall assessment report will be provided to the employing agency/Receiving Party along with training documents for the Trainee's employee file.

Phase 1	Trainee rides with FTO and observes
Phase 2	Trainee rides with FTO, observes and takes part in calls
Phase 3	FTO rides with Trainee and observes. Trainee expected to work more independently
Phase 4	FTO rides with Trainee and observes. Trainee expected to work without assistance

The amount of time on each phase will be determined by the FTO and the Trainee but will last about 3 weeks with up to 2 one-week extensions if determined to be needed. Once the FTO and the Trainee are comfortable with completing the current phase and all items are completed for the phase, the Trainee will graduate that phase of training and will move to the next phase.

Schedule: Both the FTO and Trainee agree to align work schedules to reduce overtime for both the FTO and Trainee. Overtime may be necessary in order to complete paperwork from incidents that take place late in the shift and are required to be completed for case management purposes.

V. Fees For Service/Expense Reimbursement. No fees will be charged by the Itasca County Sheriff's Office/Itasca County for the Services provided under this Agreement. No Party will be liable for any fee or expense reimbursement.

- VI. Professional Services. The Itasca County Sheriff's Office agrees that Training Officers will provide Services.
- VII. Agreement Term. The term of this Agreement will commence upon the approval and signature of the official with authority to bind the Party. This Agreement shall be in effect until such time as the Agreement is terminated pursuant to Section VIII herein.
- VIII. Termination of Agreement. The Parties agree that this Agreement may terminate for any reason upon thirty (30) days written notice by one Party to the other Party/Parties. Only the governing bodies or authorized signatory of the Party/Parties have authority to act pursuant to this provision of the Agreement. If one Receiving Party terminates this Agreement, such termination will not terminate the Agreement between any other Parties. If the Itasca County Sheriff's Office terminates this Agreement, then the Agreement is terminated between all Parties.

The terms of Sections X. Indemnification, XIII. Worker's Compensation, XIV. Damage to Equipment, XXII. Records, and XVIII. Data Privacy shall survive the termination of this Agreement.

- IX. Employees. Training Officers of the Itasca County Sheriff's Office are employees of Itasca County. Training Officers of the Itasca County Sheriff's Office shall not be considered employees of any other law enforcement agency/governmental unit or entity. Training Officers of the Itasca County Sheriff's Office shall be subject to the personnel and other policies of Itasca County. Trainees/employees of Parties other than the Itasca County Sheriff's Office/Itasca County shall at all times be herein considered employees of their respective agencies/governmental units or entities and shall not be considered employees of the Itasca County Sheriff's Office/Itasca County. Trainees/employees of Parties other than the Itasca County Sheriff's Office/Itasca County shall be subject to the personnel and other policies of their respective agencies/governmental units or entities.
- X. Indemnification. In exchange for the Services provided herein by the Itasca County Sheriff's Office/Itasca County, regardless of the Fees For Service, Receiving Parties under this Agreement agree to defend, indemnify and hold harmless Itasca County, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of any Receiving Party, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of their duties.

Receiving Parties under this Agreement agree to defend, indemnify and hold harmless Itasca County, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees as it relates to any third party.

Receiving Parties under this Agreement agree to defend, indemnify and hold harmless Itasca County, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from the Services provided herein.

Receiving Parties agree to defend, indemnify and hold harmless Itasca County, its elected officials, officers, agents, volunteers and employees against any and all claims brought or actions filed against Itasca County, its elected officials, officers, agents, volunteers and employees for injury to, death of, or damage to the property of any third person or persons, arising from the Receiving Parties' actions in relation to the Services of this Agreement.

- XI. Insurance. Receiving Parties agree to have and keep in force at all times during the term of this Agreement insurance with coverage limits not less than those prescribed under Minn. Stat. Chapter 466 now or as said statute is hereafter amended or as otherwise required by law, statute or rule. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim. Uncovered costs (i.e. deductible, damages in excess of tort caps, expenses that exceed coverage) shall be the responsibility of the Receiving Party or Receiving Parties.
- XII. Liability. Nothing in this Agreement shall be construed as a waiver of any municipal tort liability limits, governmental immunities or defenses.
- XIII. Worker's Compensation. Each Party shall be responsible for injuries or death of its own employees to the extent required by law. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own employees.
- XIV. Damage to Equipment. If a Party damages Equipment utilized under this Agreement, to the extent a Party is at fault, the Party or the Party's respective agency/governmental unit or entity shall be responsible for damage to or loss of the Equipment while acting within the scope of this Agreement.
- XV. Entire Agreement. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
- XVI. Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be valid only when expressed in writing and duly signed by the Parties.
- XVII. Severability. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or

otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

- XVIII. Data Privacy. Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

Training Records will be created by the Itasca County Sheriff's Office and provided to the Trainee's respective agency/governmental unit or entity. The Trainee's respective agency/governmental unit or entity is the agency/governmental unit or entity responsible for maintaining the Training Records.

- XIX. Compliance. Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances in force or hereafter enacted.
- XX. Execution. Each Party hereto has read, agreed to and executed this Agreement on the date indicated.
- XXI. Counterparts. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counter parts shall together constitute one and the same agreement.
- XXII. Records. Pursuant to Minnesota Statutes Section 16C.05 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, records, documents, and accounting procedures and practices of the Parties relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for a minimum of six (6) years after termination or cancellation of this Agreement.
- XXIII. Assignment. No Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.
- XXIV. Notice. Notice shall be given to the other Party/Parties in writing and may be effectuated by delivery by U.S. Mail at addresses listed on the signature pages.

A SIGNATURE PAGE FOR EACH PARTY SHALL BE ATTACHED

The Itasca County Board of Commissioners having duly approved this Agreement on the _____ day of _____, 20____, and pursuant to such approval, the proper County/City officials having signed this Agreement, the Parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF ITASCA

By: _____
Itasca County Administrator

Dated: _____

By: _____
Chair of Itasca County Board

Dated: _____

ATTEST:

By: _____
Deputy/Clerk of Itasca County Board

Dated: _____

Reviewed by the County Attorney's Office

By: _____

Dated: _____

Address of County of Itasca:
Itasca County Administrator & Chair of Itasca County Board of Commissioners
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

The Coleraine City Council having duly approved this Agreement on the 9th day of August, 2021, and pursuant to such approval, the proper County/City officials having signed this Agreement, the Parties hereto agree to be bound by the provisions herein set forth.

City of Coleraine, Minnesota

By: [Signature]

Title: Mayor

Date: 8-9-21

By: [Signature]

Title: Clerk/Treasurer

Date: 8-9-21

Address of City of Coleraine, Minnesota:

302 Roosevelt Street

PO Box 670

Coleraine, MN 55722

**JOINT POWERS AGREEMENT
FOR
LAW ENFORCEMENT TRAINING**

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V. Fees For Service/Expense Reimbursement. No fees will be charged by the Itasca County Sheriff's Office/Itasca County for the Services provided under this Agreement. No Party will be liable for any fee or expense reimbursement.

- VI. Professional Services. The Itasca County Sheriff's Office agrees that Training Officers will provide Services.
- VII. Agreement Term. The term of this Agreement will commence upon the approval and signature of the official with authority to bind the Party. This Agreement shall be in effect until such time as the Agreement is terminated pursuant to Section VIII herein.
- VIII. Termination of Agreement. The Parties agree that this Agreement may terminate for any reason upon thirty (30) days written notice by one Party to the other Party/Parties. Only the governing bodies or authorized signatory of the Party/Parties have authority to act pursuant to this provision of the Agreement. If one Receiving Party terminates this Agreement, such termination will not terminate the Agreement between any other Parties. If the Itasca County Sheriff's Office terminates this Agreement, then the Agreement is terminated between all Parties.

The terms of Sections X. Indemnification, XIII. Worker's Compensation, XIV. Damage to Equipment, XXII. Records, and XVIII. Data Privacy shall survive the termination of this Agreement.

- IX. Employees. Training Officers of the Itasca County Sheriff's Office are employees of Itasca County. Training Officers of the Itasca County Sheriff's Office shall not be considered employees of any other law enforcement agency/governmental unit or entity. Training Officers of the Itasca County Sheriff's Office shall be subject to the personnel and other policies of Itasca County. Trainees/employees of Parties other than the Itasca County Sheriff's Office/Itasca County shall at all times be herein considered employees of their respective agencies/governmental units or entities and shall not be considered employees of the Itasca County Sheriff's Office/Itasca County. Trainees/employees of Parties other than the Itasca County Sheriff's Office/Itasca County shall be subject to the personnel and other policies of their respective agencies/governmental units or entities.
- X. Indemnification. In exchange for the Services provided herein by the Itasca County Sheriff's Office/Itasca County, regardless of the Fees For Service, Receiving Parties under this Agreement agree to defend, indemnify and hold harmless Itasca County, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of any Receiving Party, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of their duties.

Receiving Parties under this Agreement agree to defend, indemnify and hold harmless Itasca County, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees as it relates to any third party.

Receiving Parties under this Agreement agree to defend, indemnify and hold harmless Itasca County, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from the Services provided herein.

Receiving Parties agree to defend, indemnify and hold harmless Itasca County, its elected officials, officers, agents, volunteers and employees against any and all claims brought or actions filed against Itasca County, its elected officials, officers, agents, volunteers and employees for injury to, death of, or damage to the property of any third person or persons, arising from the Receiving Parties' actions in relation to the Services of this Agreement.

- XI. Insurance. Receiving Parties agree to have and keep in force at all times during the term of this Agreement insurance with coverage limits not less than those prescribed under Minn. Stat. Chapter 466 now or as said statute is hereafter amended or as otherwise required by law, statute or rule. The statutory limits of liability for some or all of the Parties may not be added together or stacked to increase the maximum amount of liability for any third-party claim. Uncovered costs (i.e. deductible, damages in excess of tort caps, expenses that exceed coverage) shall be the responsibility of the Receiving Party or Receiving Parties.
- XII. Liability. Nothing in this Agreement shall be construed as a waiver of any municipal tort liability limits, governmental immunities or defenses.
- XIII. Worker's Compensation. Each Party shall be responsible for injuries or death of its own employees to the extent required by law. Each Party will maintain workers' compensation insurance or self-insurance coverage, covering its own employees.
- XIV. Damage to Equipment. If a Party damages Equipment utilized under this Agreement, to the extent a Party is at fault, the Party or the Party's respective agency/governmental unit or entity shall be responsible for damage to or loss of the Equipment while acting within the scope of this Agreement.
- XV. Entire Agreement. It is understood and agreed that the entire Agreement between the Parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof.
- XVI. Amendments. This Agreement may be amended by mutual agreement of the parties. Amendments shall be valid only when expressed in writing and duly signed by the Parties.
- XVII. Severability. Every provision of this Agreement shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Agreement so constructed is held by a court of competent jurisdiction to be invalid, illegal or

otherwise unenforceable, such provision shall be deemed severed from this Agreement, and all other provisions shall remain in full force and effect.

- XVIII. Data Privacy. Each Party, its employees, agents, owners, partners, and subcontractors agree to abide by the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 and implementing regulations, if applicable, and all other applicable state and federal laws, rules, regulations and orders relating to data privacy or confidentiality, and as any of the same may be amended.

Training Records will be created by the Itasca County Sheriff's Office and provided to the Trainee's respective agency/governmental unit or entity. The Trainee's respective agency/governmental unit or entity is the agency/governmental unit or entity responsible for maintaining the Training Records.

- XIX. Compliance. Parties shall comply with all applicable federal, state, and local statutes, regulations, rules and ordinances in force or hereafter enacted.
- XX. Execution. Each Party hereto has read, agreed to and executed this Agreement on the date indicated.
- XXI. Counterparts. This Agreement may be executed in any number of counterparts, each counterpart for all purposes being deemed an original and all such counter parts shall together constitute one and the same agreement.
- XXII. Records. Pursuant to Minnesota Statutes Section 16C.05 (as may be amended), the Parties agree that any Party, the State Auditor, the Legislative Auditor or any of their duly authorized representatives, at any time during normal business hours, and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, records, documents, and accounting procedures and practices of the Parties relating to this Agreement. Such materials shall be maintained and such access and rights shall be in force and effect during the period of this Agreement and for a minimum of six (6) years after termination or cancellation of this Agreement.
- XXIII. Assignment. No Party may assign, delegate or otherwise transfer this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Parties.
- XXIV. Notice. Notice shall be given to the other Party/Parties in writing and may be effectuated by delivery by U.S. Mail at addresses listed on the signature pages.

A SIGNATURE PAGE FOR EACH PARTY SHALL BE ATTACHED

The Itasca County Board of Commissioners having duly approved this Agreement on the _____ day of _____, 20____, and pursuant to such approval, the proper County/City officials having signed this Agreement, the Parties hereto agree to be bound by the provisions herein set forth.

COUNTY OF ITASCA

By: _____
Itasca County Administrator

Dated: _____

By: _____
Chair of Itasca County Board

Dated: _____

ATTEST:

By: _____
Deputy/Clerk of Itasca County Board

Dated: _____

Reviewed by the County Attorney's Office

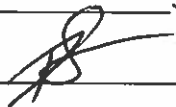
By: _____

Dated: _____

Address of County of Itasca:
Itasca County Administrator & Chair of Itasca County Board of Commissioners
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744

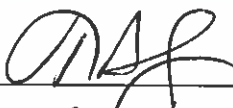
The Bovey City Council having duly approved this Agreement on the 27th day of July, 2021, and pursuant to such approval, the proper County/City officials having signed this Agreement, the Parties hereto agree to be bound by the provisions herein set forth.

City of Bovey, Minnesota

By: Robert Staw 

Title: Mayor

Date: 8/9/21

By: 

Title: Clerk

Date: 8/9/21

Address of City of Bovey, Minnesota:

PO Box 399

402 2nd St

Bovey MN 55709



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1753

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Rozanne Casey

AGENDA ITEM:

Minnesota Housing and Finance Agency Family Homelessness Prevention and Assistance Program

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Approving Application for Minnesota Housing and Finance Agency Family Homeless Prevention and Assistance Program, which authorizes KOOTASCA Community Action, Inc. as an entity to be charged with the administration of funds made available through the program in Itasca County.

BACKGROUND:

As a grantee for Minnesota Housing's Family Homeless Prevention Program, KOOTASCA Community Action is required to obtain a resolution from each county board where services are offered. KOOTASCA offers this program in Itasca County.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

RESOLUTION 2021-50

RE: APPROVING APPLICATION FOR MINNESOTA HOUSING AND FINANCE AGENCY FAMILY HOMELESS PREVENTION AND ASSISTANCE PROGRAM

WHEREAS, the Minnesota Housing Finance Agency, State of Minnesota has been authorized to undertake a program to provide funds for Family Homeless Prevention & Assistance Projects; and

WHEREAS, KOOTASCA Community Action, Inc. on behalf of households who are homeless or at risk of homelessness in Itasca County, has developed an application for the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program; and

WHEREAS, KOOTASCA Community Action, Inc., has demonstrated the ability to perform the required activities of the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program.

NOW THEREFORE BE IT RESOLVED, that KOOTASCA Community Action, Inc., is hereby authorized as an entity to be charged with the administration of funds made available through the Minnesota Housing Finance Agency Family Homeless Prevention and Assistance Program in the County of Itasca, in Minnesota.

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

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 24th day of August 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 24th day of August A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1757

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Sarah Carling

AGENDA ITEM:

CEDA Update and Contract Discussion

BOARD ACTION REQUESTED:

Receive Community and Economic Development Associates (CEDA) update and discuss 2022 contract.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. CEDA Presentation and Budget 2022

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



CEDA



WWW.CEDAUSA.COM



@CEDAUSA



COMMUNITY AND ECONOMIC DEVELOPMENT ASSOCIATES (CEDA)

Helping Communities and Businesses Grow

**County Commissioners
2022 Proposal**

PRESENTED & PREPARED BY:

Sarah Carling & Cris Gastner



Communities Currently Supporting

- S.Lake Dist.1
- Cohasset* Dist.1
- Deer River Dist.1
- Bigfork* Dist.2
- Marcell Township* Dist.2
- Bovey Dist.3
- Coleraine Dist.3
- Trout Lake Township Dist.3
- LaPrairie Dist.3
- Warba* Dist.3
- Harris Township Dist.4
- Blackberry Township Dist.4
- Keewatin Dist.5
- Nashwauk Dist.5
- Nashwauk Township Dist.5
- Buck Lake Impro Club Dist.5
- Marble Dist.5
- Effie Dist.5
- County Wide Projects



Committees

- Avenue of the Pines
- Northern MN Historical Mine Tour
- Bovey Park Expansion Committee
- Deer River Property & Promotion Committee
- Trails Task Force
- Essentia – Comm. Health Needs Assessment
- Itasca Summit
- Community Networking
- Itasca Area Attractions & Events
- Attend Itasca Parks & Recreation Commission



Community Projects

- 217 Projects identified and growing
- 197 Projects outside of EOW
- To Date 18 projects completed
- 14 projects could be completed during 2021 (See Below)
- 51 Projects are currently being worked towards

- Community Signage Program (Nashwauk)
- Disc Golf Course (Nashwauk)
- Playground Updates (Nashwauk Township) *
- Kitchen Renovations (Buck Lake Improvement Club)
- New Website / Social Media (Marble)
- Electric Community Sign (Marble)
- Safe way to Cross 169 (Bovey/Coleraine)
- Gazebo Updates (Coleraine)
- Community Safety Cameras (Harris Township)
- Sewer Ponds Ribbon Cutting (Deer River)
- Promotions of Storefronts/Lands (Deer River)
- New Updated Website (Deer River)
- Bigfish Repainting (Deer River)
- Boat Landing/Shore Support DNR (Harris Township)



Nashwauk Township Playground Updates

- Approximately \$90,000 total project cost
- Funders: Township, Grants, Fundraisers, Private funders
- Community Build – Date pushed back
- Zone Size: 94'x78'
- Up to 91 kids
- 2-12 age
- Phase 2 – Pavilion



CEDA



WWW.CEDAUSA.COM



@CEDAUSA





CEDA



WWW.CEDAUSA.COM



@CEDAUSA





Bovey Day of Action

- 1 Day (June 21st)
- 11 projects completed
- 77 volunteers
- 389 volunteer hours
- Value of volunteer time - \$11,000
- 5 partners – Beautiful Bovey, CEDA, City of Bovey, Itasca County Habitat for Humanity, & United Way of 1000 Lakes



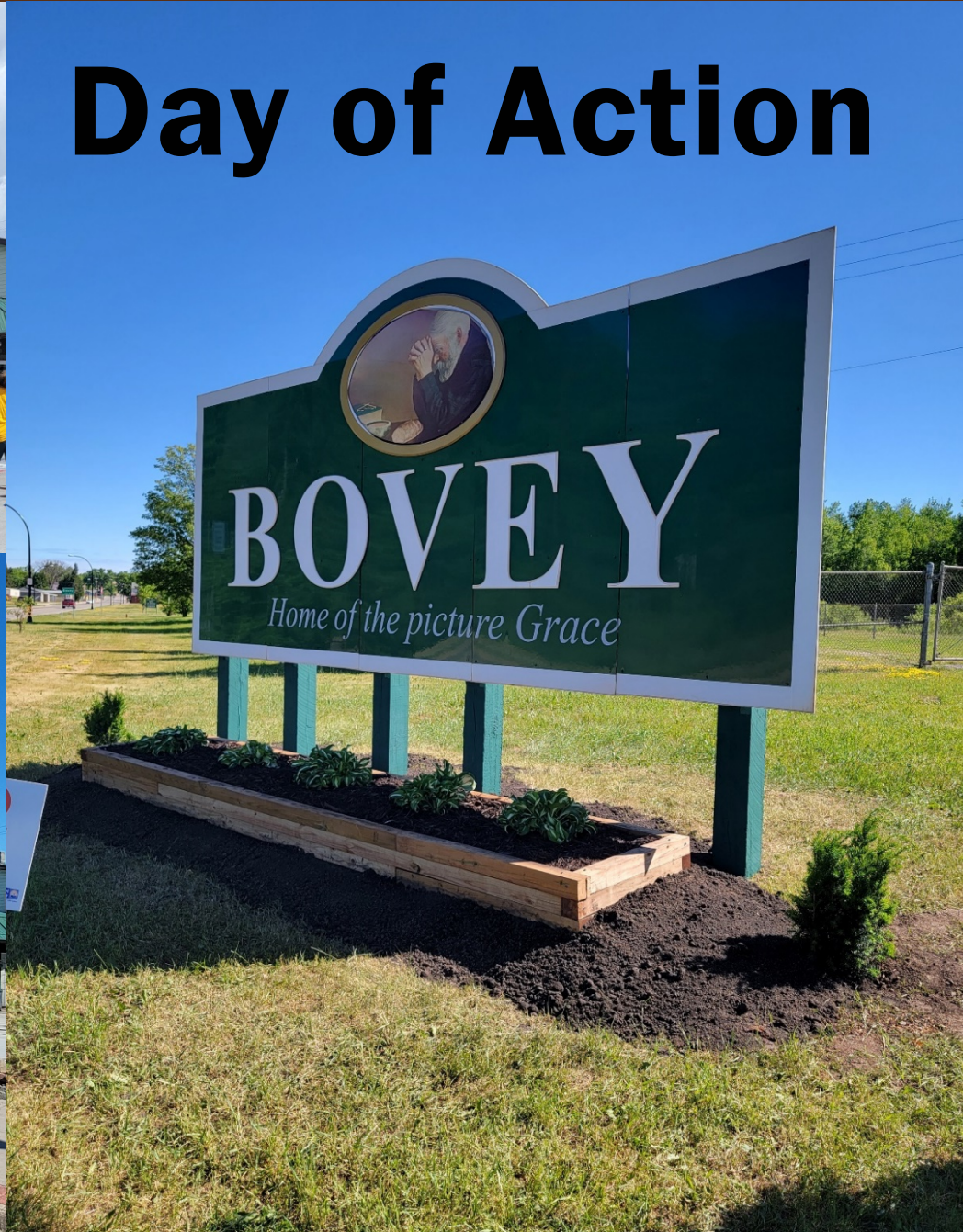
CEDA

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Coleraine/Bovey Safe Crossway





Coleraine/Bovey Safe Crossway





Enstrom-Wilden Park (Bovey)

- **Phase 1:** \$399,965 of an estimated 1.7million dollar park expansion
- **Funders:** City(5%), private donations, GRACF, TED(county), Schwartz, MN Power, IRRR-Culture & Tourism and Mineland Reclamation, GACF, MNDNR Outdoor Rec.
- **Community Build:** Breaking Ground Late Fall/Early Spring
- **Phase 1 Includes:** All Site Prep, Playground, Pavilion, & Trails



Enstrom-Wilden Park







Northern MN Historical Mine Tour

- 4 Counties (Lake, St. Louis, Itasca, Crow Wing)
- 31 Communities
- 41 Mine Locations
- Current Project Cost: \$335,000
- Positive Economic Driver to Mining Communities
- Highlights: Active, Inactive, Reclaimed Mines & Upto 15 Additional Amenities Per Community



CEDA

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WWW.CEDAUSA.COM

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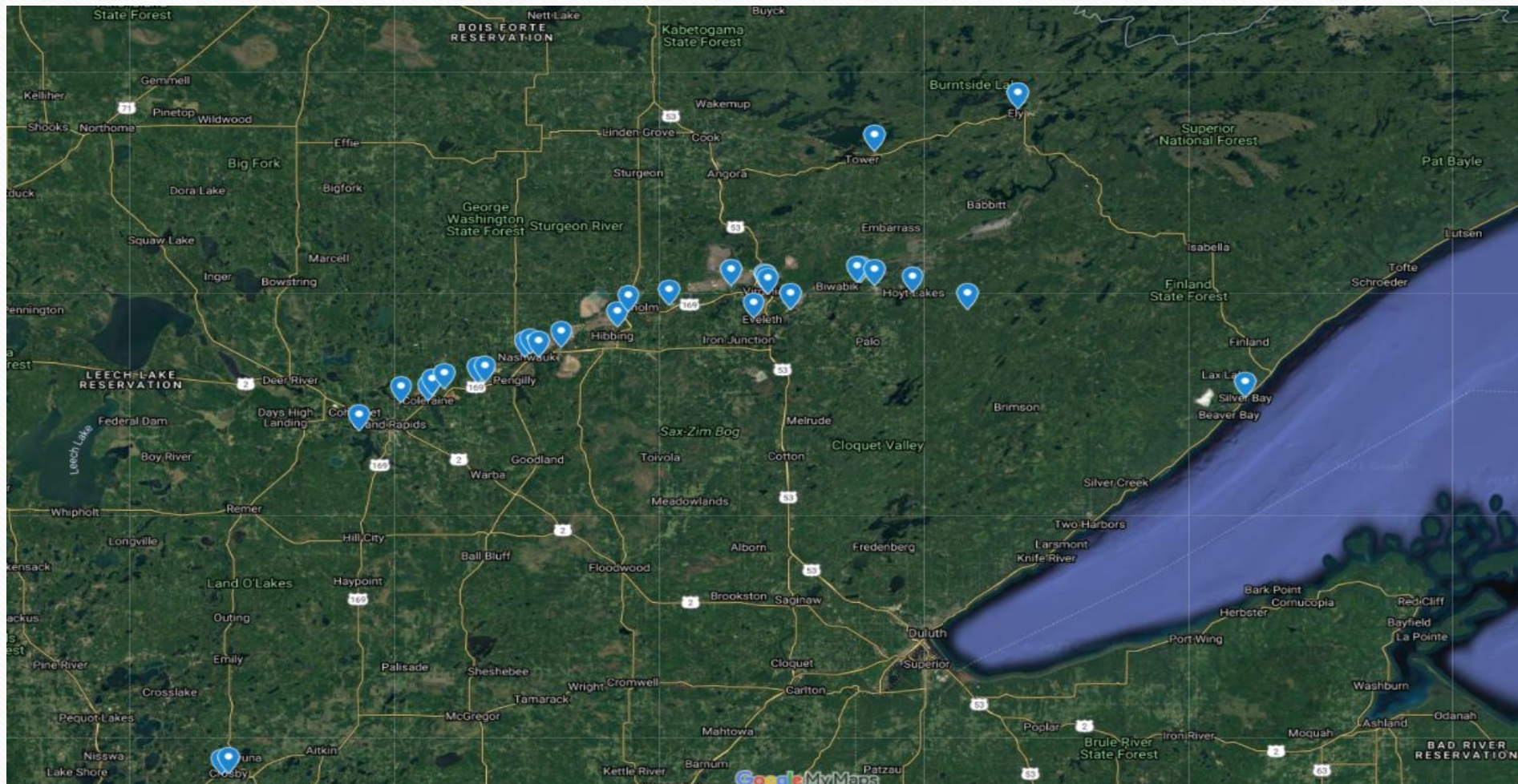
[@CEDAUSA](https://twitter.com/CEDAUSA)

Northern Minnesota Mine Tour





Google Maps Layout





2022 Continued Focus



Community Support

-
- Continuation of assistance to communities on projects they deem they need assistance with. This will be fluid as community's needs and focus may change but would include examples like:
 - Avenue of the Pines Committee
 - Bovey Park Expansion Committee/Playground Updates
 - Community Clean Ups & Revitalization
 - Harris Township Boat Landing/Parking at 5 public landings
 - Housing Studies
 - County Wide Projects
 - Others as communities determine projects of importance to them



Additional Support

-
- Grant Identification
 - Project Management - Continue to work with communities/organizations to push their identified projects forward and update their project lists
 - Continue to support a variety of projects and promote events/programs to rural Itasca County.
 - Outreach to outside organizations for additional community support (Itasca County Land Department, Habitat for Humanity, HRA, United Way, Soil & Water Conservation, DNR, IRRR, Blandin Foundation, ICC, etc.)
 - Continue to be the “link” between neighboring communities/county.
 - Administrative work including meeting prep, attendance and facilitation.
 - Unexpected work that will arise that could include community marketing, community outreach and grant work.
 - More involvement with other group/committees to see if there are needs and or partnership opportunities



Meetings/Communication

- Bi-weekly meetings with IEDC staff
- Bi-Monthly one on one meeting with County Administration
- Quarterly meetings with each individual Commissioner
- Quarterly presentations to IEDC Board
- Currently finalizing rotational City Council Calendar with minimum of Quarterly attendance.



2022 Financial Proposal

-
- 2021 Contract rate is \$84,306
 - 3% increase for 2022 = \$86,835
 - Expenses for 2021 were \$4,953.15
 - Currently at \$4,116.11 (January – June)
 - Avg. monthly expenses in the last 6 months - \$686.02
 - \$600 x 12 months= \$7,200 (2022 proposed not to exceed expenses)
 - Any and all expenses that go unused, are to stay with Itasca County.
 - 2022 proposed figures: \$86,835 + \$7,200 (not to exceed expenses) =\$94,035
-
- 2022 Total Budget Proposal: \$94,035



CEDA



WWW.CEDAUSA.COM



@CEDAUSA

Q & A

THANK YOU



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1759

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Ben DeNucci

AGENDA ITEM:

IRRRB Recreational Trails Grant Application

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Nashwauk Mountain Bike Trail Planning IRRRB Recreational Trails Grant Application and authorize necessary signatures.

BACKGROUND:

A resolution is needed to complete the grant application process. This grant application is for \$16,000 and will be a part of the funding package to complete the planning of the proposed mountain bike trail. Due to the timeline involved, the request is to approve this item at the 8/24 Regular Session.

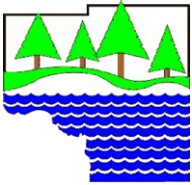
The Arrowhead Regional Development Commission (ARDC) proposes to facilitate a planning process for the development of a mountain biking recreation area in the City of Nashwauk, Minnesota. The identified recreation area is around 73 acres and has potential for recreation facilities including mountain bike trails. Additionally, the planning process will consider other community facilities, including paved trail connections and a campground expansion on nearby publicly owned parcels.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ARDC_Nashwauk_MTB_Recreation_Proposal_DRAFT
2. NashwaukMTB_Kay-Linn_Proposal
3. NASHWAUK-MTN-BIKE-PROJ-DRAFT

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

RESOLUTION 2021-51

RE: NASHWAUK MOUNTAIN BIKE TRAIL PLANNING IRRRB RECREATIONAL TRAILS GRANT APPLICATION

WHEREAS, Itasca County recognizes the importance of recreational trails to the local economy and supports the grant application made to the Iron Range Resources and Rehabilitation Board (IRRRB) for the Recreational Trails Grant, and

WHEREAS, Itasca County is seeking funding to facilitate the planning of a mountain bike trail in Nashwauk on behalf of local mountain bike clubs, and

WHEREAS, a Recreational Trails grant is available to fund fifty (50) percent of the cost of projects under this grant, and

WHEREAS, Itasca County recognizes the fifty (50) percent match requirements for the IRRRB Recreational Trails grant, and that they will secure matching funds.

NOW THEREFORE BE IT RESOLVED, if Itasca County is awarded a grant by the IRRRB, Itasca County agrees to accept the grant award, and may enter into an agreement with the IRRRB for the above referenced project. Itasca County will comply with all applicable laws, environmental requirements and regulations as stated in the grant agreement, and

BE IT FURTHER RESOLVED that Jeff Walker, Itasca County Auditor/Treasurer, 123 NE 4th Street, Grand Rapids, MN 55744 be named as the fiscal agent for this project (or grant).

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

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 24th day of August 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 24th day of August A.D. 2021.

Administrator

City of Nashwauk, MN

Nashwauk Community Mountain Bike Recreation Area Plan

Project Proposal

August 2021

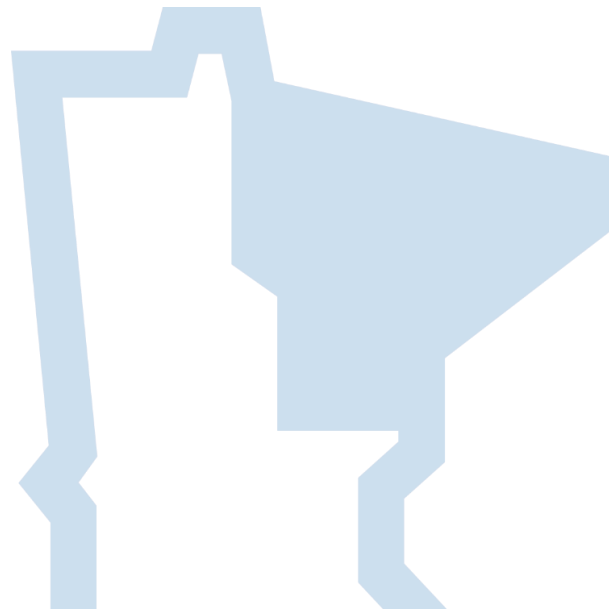


Submitted by:

ARDC Planning
Arrowhead Regional Development Commission
221 West 1st Street
Duluth, MN 55802

Contact:

Andy Hubley
Division Director
P: 218-529-7512
E: ahubley@ardc.org



Introduction

The Arrowhead Regional Development Commission (ARDC) proposes to facilitate a planning process for the development of a mountain biking recreation area in the City of Nashwauk, Minnesota.

The identified recreation area is around 73 acres and has potential for recreation facilities including mountain bike trails. Additionally, the planning process will consider other community facilities, including paved trail connections and a campground expansion on nearby publicly owned parcels.

Scope of Work

Task 1: Data Gathering & Stakeholder Coordination

Two design teams have been identified to assist with the landscape architecture and trail building cost estimates as a part of this plan. Aune Fernandez Landscape Architects (AFLA) and Kay-Linn Enterprises.

ARDC will work with project partners to form a project committee for facilitating communication between the design teams and stakeholders. It is anticipated that city staff, DNR and relevant private property owners and stakeholders will be a part of the project committee.

Any available data will be gathered including past planning documents, photos, site descriptions, historic locations, and GIS files relevant to the project.

Task 2: Partner Kick-off meeting & Initial Site Assessment

ARDC will host a kick-off meeting with the project committee to identify the desired outcomes for the park and trail system. Topics would include capacity, fundraising ability, potential conflicts, and status of trails/facilities on the property. ARDC will provide a meeting summary of desired outcomes to all partners.

Task 3: Public Input & Partner Coordination

Following the kick-off meeting design teams from AFLA and Kay-Linn will begin work on the preliminary concept designs for the area. Partners from Kay-Linn plan to proceed with a field-based assessment and conceptual design of the trail system. Partners from AFLA will develop site design concepts (plan view drawings) for potential area facilities including new campground, restroom, shelter and other trailhead facilities, parking areas, connection to off-road trails, inter city trail connections between existing and proposed facilities. Detailed scopes of work have been outlined by the design teams and can be found attached to this proposal.

ARDC will work with the design teams to facilitate collaboration between the design teams and all project stakeholders.

Task 4: Preliminary Concept Design Review Process

Preliminary concept designs will be shared from design teams. ARDC will set up meetings with all stakeholders to review these preliminary designs and give opportunity to provide feedback and revisions to the design teams.

Task 5: Final Concept Design Review & Document Finalization

Final conceptual designs will be developed based on project committee feedback. ARDC will develop a document providing an overview of the entire planning process, recommendations identified, and finalized designs including cost estimates.

Deliverables

- Planning process overview & recommendations document (ARDC)
- Mountain Bike Trail Designs (Kay-Linn)
- Campground/recreation facility designs (AFLA)

Client Responsibilities

- Coordinate with ARDC in identifying project stakeholders
- Providing ARDC with all pertinent past plans and recreation development information
- Providing ARDC with any data, GIS files, or other information that can assist with plan development
- Reviewing documents

Timeline

September 2021: Task 1 & 2

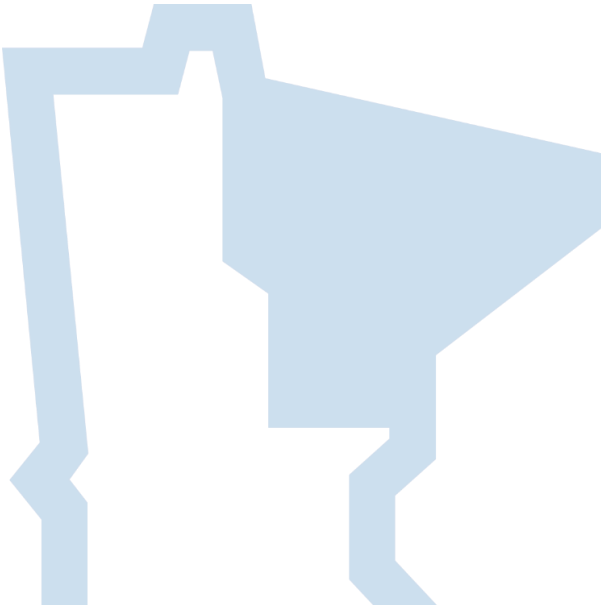
December 2021: Task 3 & 4

June 2022: Task 5

Costs

The total cost for the project is \$39,500. This will fund ARDC’s personnel costs (\$10,000), AFLA’s Recreation Facility Designs, and Kay-Linn’s Mountain Bike Trail Designs. However, ARDC proposes to use CARES Act Economic Development Administration funds to offset \$7,500 of its costs, leaving a total of \$32,000.

ARDC	\$	2,500.00
AFLA	\$	16,500.00
Kay-Linn	\$	13,000.00
Project Total	\$	32,000.00



PROPOSAL:

**NASHWAUK COMMUNITY
MOUNTAIN BIKE TRAIL PLAN**

AUGUST 16, 2021



development needs for successful, sustainable
community recreation and conservation



Contact:

Scott Linnenburger, Principal, Kay-Linn Enterprises, LLC
303.241.3301//scott@kay-linn.com//www.kay-linn.com

August 16, 2021

Mr. Charlie Moore
Senior GIS Specialist
Arrowhead Regional Development Commission



Mr. Moore,

Kay-Linn Enterprises is privileged to submit this proposal to the Arrowhead Regional Development Commission (ARDC) for assistance in the development of a mountain bike trail plan for the community of Nashwauk, MN. Kay-Linn Enterprises, LLC (Kay-Linn), is a trails and recreation planning firm based in Boulder, CO. As a Principal of the company, I bring 20 years of diverse experience in natural surface trails planning and design, ecological restoration, and project/construction management. I have led the planning and design efforts for dozens of nature-based parks and trail systems since founding Kay-Linn Enterprises in 2009, following my leadership and development of the International Mountain Bicycling Association's Trail Solutions program from 2004-2008. I have worked collaboratively with more than 200 parks and recreation advocacy groups across the country and have developed a keen understanding of the importance of local "ownership" and pride that comes from developing a community recreational amenity.

Kay-Linn has recent professional experience throughout Minnesota, including the:

- **Master planning, field design, and construction management of 75 total miles of trails in the Tioga, Redhead, and Giants Ridge Mountain Bike Parks for the MN Department of Iron Range Resources and Rehabilitation;**
- **Construction management of the Hidden Valley MTB Trail System for the City of Ely;**
- **Mountain bike trail system design for Washington County, MN at Lake Elmo Reserve and the Town of Shakopee at Quarry Lake Park;**
- **Construction management for the Cruiser's Kettle and Cuyuna Connector trails for the Cuyuna Lakes MTB Crew; and**
- **Duluth Traverse Trail Master Management Plan (with Confluence Design) for Duluth Parks and Recreation, which won an award from the MN Association of Landscape Architects.**

Our dedication to client needs is unmatched in the industry. Our commitment to high quality recreation opportunities that connect communities to their landscapes and values will provide ARDC a partner in expanding outdoor recreation opportunities and improving quality of life in northeast Minnesota.

Sincerely,
Scott Linnenburger
Principal, Kay-Linn Enterprises

SCOPE OF WORK/TIMELINE

Kay-Linn suggests a step-wise approach to the development of the Nashwauk project that aligns with the steps and schedule developed for broader community outreach and park design. This will optimize collaboration by reducing decision-making pressure and allowing project partners the space needed to process the potential outcomes.

TASK 1: PROJECT KICK-OFF

TIMELINE: September, 2021

DELIVERABLE: Opportunities And Constraints Document

Kay-Linn would participate in a meeting with selected project partners (to be developed by ARDC) to develop a better understanding of the desired outcomes for the park and trail system. Topics of the discussion would range from access points, trail experiences, mileage goals, volunteer stewardship capacity, fundraising ability, as well as site-related topics such as potential use conflicts, and the status of current trails and facilities on the property. Developing the opportunities and constraints in a partnership manner assures that we are all on the same page moving forward, and that Kay-Linn is able to focus on developing concepts that fit the community's needs and optimize the landscape to provide a trail system of the highest experiential quality and sustainability. The time spent with partners will give Kay-Linn a better feel for the overall goals and implementation capacity for the trail system development.

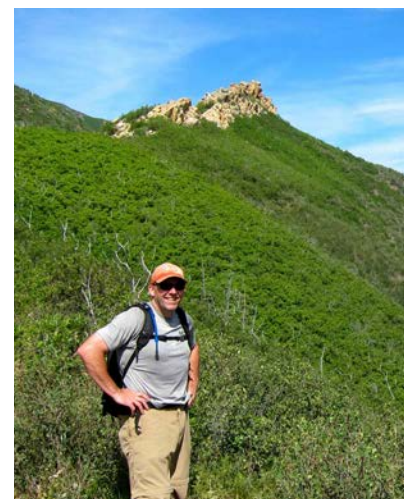
The input from this discussion will inform the development of an Opportunities and Constraints document that will be distributed back to the partners for review and feedback.

STEP 2: PRELIMINARY CONCEPT DESIGN

TIMELINE: SEPTEMBER - DECEMBER, 2021

DELIVERABLE: CONCEPTUAL TRAIL PLAN

Building on the partner feedback from the kick-off meeting and Opportunities and Constraints document, Kay-Linn will proceed with a field-based assessment and conceptual design of the potential trail system. Following the site visit, Kay-Linn will delineate trail corridor locations, specifications, prioritization, and cost estimations into a Conceptual Trail Plan that can be utilized to build community momentum around the project, as well as provide necessary information for grant development and fundraising purposes. The draft plan will be delivered by mid-November for review, with alterations and final delivery prior by mid-December.



SCOPE OF WORK/TIMELINE

TASK 3: FINAL DESIGN

TIMELINE: JUNE, 2022

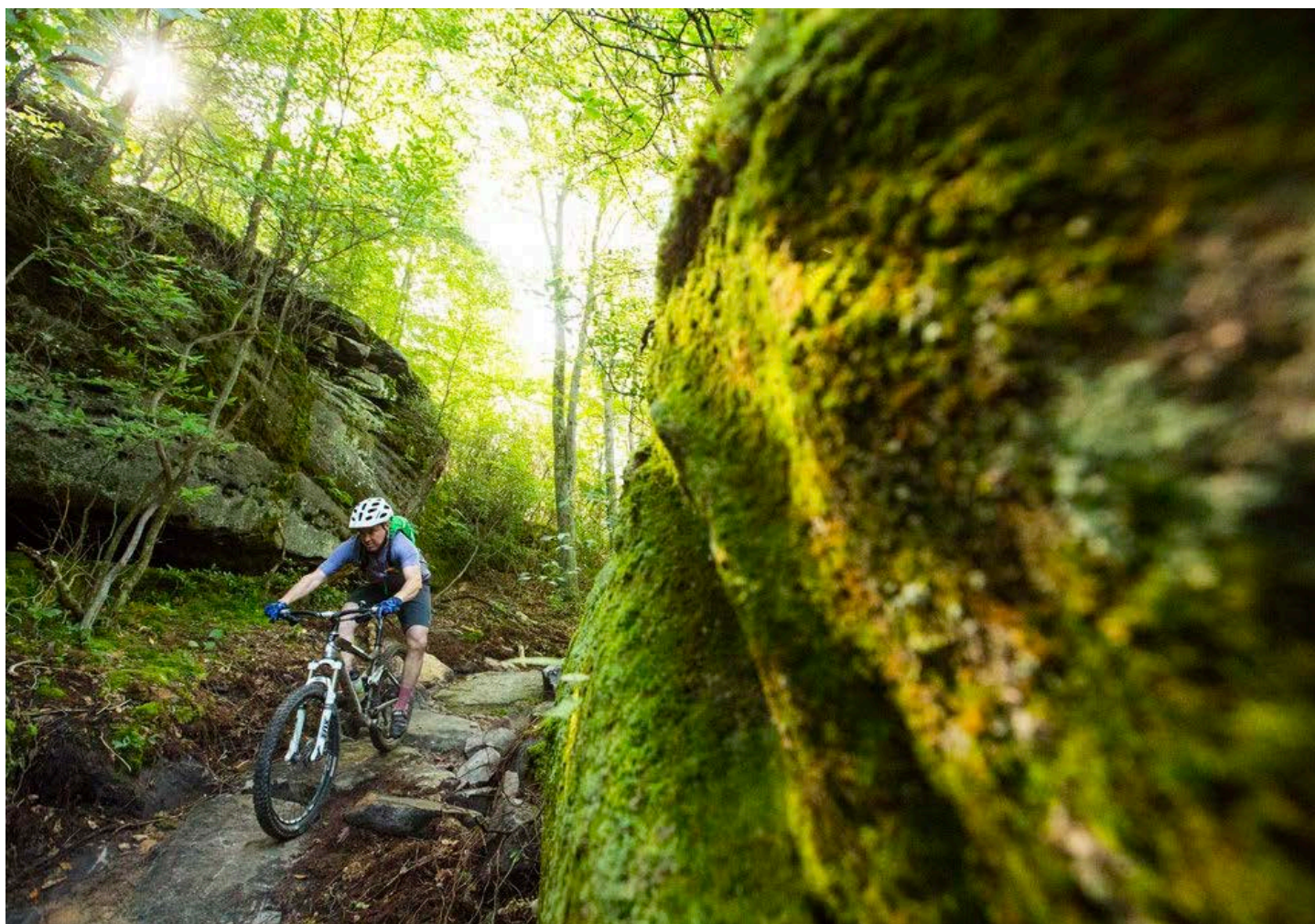
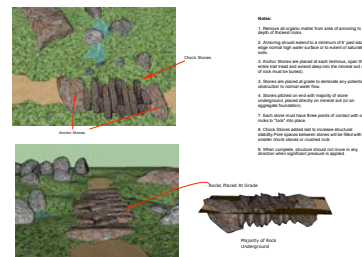
DELIVERABLE: CONSTRUCTION DOCUMENTATION & BIDDING ASSISTANCE

With acceptance of the Conceptual Trail Plan, Kay-Linn can return to Nashwauk to provide detailed design, construction documentation, and bid document development for any of the natural surface trails included in the Plan.

Kay-Linn can assist, as needed/desired, with specialized trail contractor selection/bidding and manage the quality control and budgeting of the trail construction process.



Details 4. Stone Pitched Armored Crossing



COST OF SERVICES

Kay-Linn (Consultant) has developed the Scope of Work (Scope) based on the information presented in previous correspondence with ARDC (Client) staff and limited research. The fee estimate is based on Kay-Linn's knowledge of the project needs and previous project experience in the area. ARDC will be invoiced for hours expended and expenses following delivery of Items outlined in the Scope. Payment is due within 30 days of receipt of invoice. Upon signature below, Kay-Linn can work with partners to better outline a schedule and needs.

ITEM	UNIT	LUMP SUM SUBTOTAL
Task 1: Project Kick-Off Deliverable: Opportunities & Constraints Documentation	Each	\$1,500
Task 2: Field-based Property Assessment Deliverable: Conceptual Trail Plan	Each	\$4,500
Task 3: Final Design and Construction Documentation	Each	\$7,000
		\$13,000

ITEM	UNIT	LUMP SUM SUBTOTAL
Task 4 (if desired): Contractor Selection and Construction Management Assistance	Each	TBD

Authorized Representative, ARDC Date

Scott Linnenburger, Kay-Linn Date

Print Name, ARDC Authorized Representative



July 19, 2021

Andy Hubley
Director
Arrowhead Regional Development Commission
221 West 1st Street
Duluth, MN 55802

DRAFT - RE: PROPOSAL FOR THE NASHWAUK MOUNTAIN BIKE AREA PROJECT

Dear Andy,

We are excited for the opportunity to propose Landscape Architecture services for Concept Plans for the Mountain Bike Area Project in Nashwauk Minnesota. We understand the extents of the design as identified in the attached map exhibit, and may include addressing connections to the existing campground, Mesabi Trail, Downtown corridor, pit lake access and the bike trail facility areas. We understand the intention of the design is to develop a concept plan, based in community and stakeholder feedback, that assists in the future funding of a construction project and development of the Mountain Bike Trails Area.

Based on our current understanding we propose the following work plan as a series of Tasks:

Task 1: Investigation, Analysis, and Project Programming

- A project committee will be formed by ARDC to facilitate communication between the design team(AFLA) and stakeholders. It is anticipated that city staff, DNR and relevant private property owners and stakeholders will be part of the project committee. ARDC will facilitate arranging meetings, meeting space, and community correspondence for all meetings. ARDC will provide meeting notes to be added to the design team meeting notes for project memorandums and the final project document.
- Conduct an initial investigation and analysis. ARDC has collected some current conditions information as well as conducted informational meetings with various stakeholders. This information will act as a base point for programming and design discussions.
- Conduct a site visit and photographic analysis. (Day of Kick-off)
- Information gathering which includes previous reports, maps, and historic considerations; ARDC provided.

- Develop a base drawing, data gathering to be assisted by ARDC. ARDC will provide MN State Lidar topographic contours(1' interval), geo-referenced with the best available aerial photography, and property ownership data in Auto CAD DWG. Format.
- Kick Off Meeting One: Hold a meeting with the project committee members in attendance to discuss the project, get feedback and establish project programming. If desired, a tour of the site will be conducted with the committee members prior to the kick-off meeting.
- Feedback will be documented in a meeting memorandum. ARDC shall provide meeting minutes to add to the memorandum.

Task 2: Preliminary Concept Design

- Develop clear and concise design program based on the inventory, analysis, public and committee feedback that clarifies the design issues to be addressed in the preliminary concept design.
- Produce preliminary site design concept (plan view drawing). The design program will be addressed with design strategies that protect ecology, habitat, and other natural features while accommodating the needs of the Mountain Bike Area, site use, and new proposed uses for the site.
- We understand the subjects of the concept plans will be: New Campground, Restroom, Shelter and other trailhead facilities, parking areas, connection to off-road trails(off-road trails by others), inter city trail connections between existing and proposed facilities.
- Conduct meeting two, with the project committee in attendance, to present design concepts.
- Provide rough estimates of probable project costs. Property acquisition costs will not be addressed.
- Provide a memorandum based on feedback from the design review meeting and follow up communication to document the meeting and design revisions that describe the intent of the final concept design.

Task 3: Final Concept Design

- Based on feedback, create a revised concept design. The concept will be illustrated in a number of graphic formats to communicate design intent.
- The design team will produce a final package of presentation quality boards. All of the graphic and written material will be in electronic format.
- Revise estimate of probable project costs.
- Conduct meeting 3 as a public open house to present the design concept and garner final public input on the project.
- Following the final meeting, digital design concepts will be provided to ARDC and others for distribution.
- The final deliverables will consist of:
 - o One full size digital set of final design boards
 - o Reduced digital versions of the design boards(11x17)
 - o Written design Narrative

Project Assumptions

- The project extents are identified by the boundary on the attached map exhibit created by ARDC.
- Any base plans along with state Lidar 1 foot contour interval as an Auto CAD .dwg file, geo-referenced high resolution aerial photography in digital format, surveys, and other existing condition information will be provided by ARDC to AFLA in Auto CAD, hardcopy, and/or other compatible digital format.
- The design features, if applicable, will be developed from city standards and responsive to the local culture, history, and environment.
- Context is critical for the design and concepts should recognize the unique qualities and experience at this specific location. If possible, the concepts should solve other issues that might be present at this location.
- No areas within the project boundary have historic significance that requires adherence to federal, state, or other agency requirements for work to be performed in areas of historic significance.
- Off road mountain bike trail design and cost estimating by others.

Fee

Work will be performed by Carlos Fernandez. AFLA proposes to perform the work related to the development of a Concept Design for the Nashwauk Mountain Bike Area Project for a lump sum fee not exceeding \$16,500.00 including reimbursable expenses. If accepted, AFLA will work with ARDC to determine the project schedule.

I appreciate the opportunity to proposed services for this unique project and hope this proposal meets your needs. Please feel free to call me at 651.341.3611 if you have any questions.

Sincerely,



Carlos Fernandez CJ
President Aune Fernandez, LLC

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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 24, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1756

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Closed Session Re: Labor Negotiations

BOARD ACTION REQUESTED:

Hold a Closed Session per MN Statutes 13D.03 Re: Labor Negotiations.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN