



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, September 28, 2021

2:30 PM

Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #8.1 (Closed Litigation Session - Attorney-Client Privilege) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 21, 2021 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve a Letter of Support for Land Exchange between the United States Forest Service (USFS) and Bill and Gail Heig (Bowen's Lodge) and authorize signature of County Board Chair.

2. Accept the Minutes of the September 9, 2021 HHS Advisory Committee meeting.
3. Adopt the Resolution Re: Sale of Tax-forfeited Land to Vincent Holsman per Special Legislation, which approves sale of South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 per the 2021 Minnesota Law, Chapter 6, Article 2, Section 121 for a price of \$450.00 plus all associated costs.
4. Approve utility easement for underground telecommunication purposes over and across tax-forfeited trust lands in Section 32, Township 57, Range 22 and authorize necessary signatures.
5. Approve Easement to Minnesota Power, a division of Allete, Inc., for access to the Solar Facility located over and across the N1/4 of the Southwest Quarter of the Northeast Quarter Less East 410 feet, Section 33, Township 55, Range 25 in which Itasca County owns an undivided 1/2 interest and authorize necessary signatures.
6. Approve direct sale of tax-forfeited land, described and shown on the attachments, to the Minnesota Department of Transportation for the appraised value of \$7,700.00 plus customary closing costs.

VI. REGULAR AGENDA

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

Congratulations to Chris Peterson who was promoted from Corrections Deputy, Sheriff Department to Deputy Sheriff/ Road Deputy with Sheriff Department effective September 19, 2021.

Welcome new employee, Leah Huso, Health Plan Compliance Coordinator, IMCare, Health & Human Services department effective September 20, 2021.

Welcome new employee, Samantha Lovig, Human Resources Assistant, HR department effective September 27, 2021.

Congratulations to Lisa Arnold who was promoted from Data/Project Coordinator, IMCare Division to Social Worker – Home & Community-Based Services, Public Health Division, Health & Human Services Department effective September 19, 2021.

Congratulations to Adam Rabey who transferred from Workcrew Foreman, Probation Department to Corrections Deputy, Sheriff Department effective September 19, 2021.

Farewell to Amy Chuk whose last day as Administrative Support, Probation Department will be October 1, 2021 after 6+ 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 October 1, 2021, in the amount of \$1,810,813.41.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for September 2021, in the amount of \$1,142,560.02.

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

5. 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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6. Approve Purchase of Service between ISD 317 Anishinaabe Education and Itasca County Public Health for Whole Families Grant

Motion To: Approve a Purchase of Service Agreement between ISD 317 Anishinaabe Education and Itasca County Public Health for the Whole Families Grant.

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

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

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division update, including information regarding the Quarter 2 2021 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. 2021 Community Connect Event

Health and Human Services (HHS) Director Eric Villeneuve provided information regarding the 2021 Community Connect Event to be held on Thursday, September 30, 2021 from 11 AM until 5 PM at the IRA Civic Center.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. 4-H Week Proclamation

Motion To: Adopt the Resolution Re: 4-H Week Proclamation, which proclaims October 3-9, 2021 as 4-H Week in Itasca County, as is celebrated nationwide.

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

10. 2022 Proposed Levy

Motion To: Adopt the proposed tax levy for 2022 as \$41,266,142, a 0% increase over 2021, adopted the proposed unorganized fire levy as 3.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 13% of net tax capacity; and schedule a public meeting on Tuesday, December 7, 2021 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

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

VII. COMMISSIONER COMMENTS

Commissioner DeNucci provided comment regarding the recent Budget Work Sessions.

RECESS

Chair Ives recessed the meeting at 3:09 PM.

RECONVENE

Chair Ives reconvened the meeting at 3:18 PM, with all members present except Snyder absent.

VIII. CLOSED SESSIONS

1. Closed Litigation Session – Attorney-Client Privilege

Motion To: Go into Closed Session pursuant to Minnesota Statutes 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minnesota Statutes 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information.

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

Others Present: County Attorney Matti Adam, County Administrator Brett Skyles, Administrative Services Assistant Shelley Kebart, and Deputy Clerk of the County Board Amanda Schultz.

Motion To: Go into Open Session.

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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IX. ADJOURN

Chair Ives adjourned the meeting at 3:37 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, September 28, 2021

RESOLUTION 2021-57

**RE: SALE OF TAX-FORFEITED LAND TO A PRIVATE LANDOWNER PER SPECIAL
LEGISLATION**

WHEREAS, the adjacent landowner, Vincent Holsman has requested purchase of tax-forfeited land legally described as the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 for a price of \$450.00 and,

WHEREAS, 2021 Minnesota Laws, Chapter 6, Article 2, Section 121, authorizes Itasca County to sell by private sale the tax forfeited lands described as South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26.

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined that the public's interest would be best served by selling the tax-forfeited land directly to Vincent Holsman, who currently occupies the house located on said tax-forfeit parcel and owns the adjacent parcel to the south, and

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described under the terms of the attached purchase agreement for a price of \$450.00, plus all associated costs.

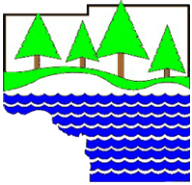
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

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 28th day of September 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 28th day of September A.D. 2021.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

RESOLUTION 2021-58

RE: 4-H WEEK PROCLAMATION

WHEREAS, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS, 4-H has helped 356 youth in Itasca County to become confident, independent, resilient, and compassionate leaders; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing in hands-on projects in areas including health, science, agriculture, and citizenship; and

WHEREAS, National 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Itasca County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs, and visionaries.

NOW, THEREFORE, BE IT RESOLVED that we, the Itasca County Board of Commissioners, do hereby proclaim October 3–9, 2021 as National 4-H Week throughout Itasca County, and encourage all of our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

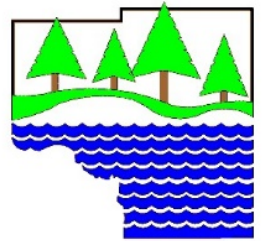
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

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 28th day of September 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 28th day of September A.D. 2021.

Administrator



September 28, 2021

Chair:

PULL: None

ADDITIONS:

1. Closed Litigation Session – Attorney-Client Privilege – Item #8.1

CHANGES: None

INFORMATIONAL:

1. Item #6.5 – 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, September 21, 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: Pull Item #5.3 (Balsam Creek Bridge Engineering Services Contract), pull #5.8 (State Disaster Assistance) and add as Item #6.5, and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, September 14, 2021 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve a Letter of Support for Land Exchange between the United States Forest Service (USFS) and Bill and Gail Heig (Bowen's Lodge) and authorize signature of County Board Chair.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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2. Accept the Minutes of the September 9, 2021 HHS Advisory Committee meeting.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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4. Adopt the Resolution Re: Sale of Tax-forfeited Land to Vincent Holsman per Special Legislation, which approves sale of South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 per the 2021 Minnesota Law, Chapter 6, Article 2, Section 121 for a price of \$450.00 plus all associated costs.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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5. Approve utility easement for underground telecommunication purposes over and across tax-forfeited trust lands in Section 32, Township 57, Range 22 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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6. Approve Easement to Minnesota Power, a division of Allete, Inc., for access to the Solar Facility located over and across the N1/4 of the Southwest Quarter of the Northeast Quarter Less East 410 feet, Section 33, Township 55, Range 25 in which Itasca County owns an undivided 1/2 interest and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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7. Approve direct sale of tax-forfeited land, described and shown on the attachments, to the Minnesota Department of Transportation for the appraised value of \$7,700.00 plus customary closing costs.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Undivided 1/8 Interest Acquisition of Lot 3, Section 26, Twp 60, Rge 25

Motion To: Approve a purchase agreement for acquisition of an undivided 1/8 interest in Lot 3, Section 26, Township 60, Range 25 at a cost of \$14,500.00 to be paid from the Itasca County Land Replacement Trust Fund, and authorize County Board Chair and staff to sign purchase agreement and necessary closing documents.

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

3. SWCD Update Presentation.

Itasca Soil and Water Conservation District (SWCD) District Manager Andy Arens provided a Soil and Water Conservation District (SWCD) Update presentation, including information regarding 2020 Accomplishments.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. EagleView Pictometry Presentation

County Assessor Amber Peratalo and EagleView representative Dean Larson provided a presentation regarding EagleView Pictometry, an aerial imagery product, and its potential use within Itasca County.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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5. State Disaster Assistance

Motion To: Adopt the Resolution Re: Requesting State Disaster Assistance for public property damage from the July 27, 2021 severe weather event and authorize Board Chair Burl Ives and County Administrator Brett Skyles to sign a letter to Governor Walz requesting State Disaster Assistance for the damage from the July 27, 2021 severe weather event.

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

VII. COMMITTEE REPORTS

Commissioner DeNucci reported on his attendance of recent Budget Work Sessions and Land Classification Committee meetings and the Association of Minnesota Counties (AMC) Fall Policy Conference, as well as a meeting with Itasca Economic Development Corporation (IEDC)/Tamara Lowney, and Planning Commission/Board of Adjustment (PC/BoA), Trails Task Force, Iron Range Resources and Rehabilitation Board (IRRRB), and various city council and township meetings

Commissioner Tinquist reported on his attendance of recent Jail Committee, Labor Negotiations, and Mississippi Headwaters Board (MHB) meetings.

Commissioner Trunt reported on his attendance of recent Fair Committee, Grand Village Board, Western Mesabi Mine Planning Board (WMMPB), and Itasca County Township Association (ICTA) meetings, as well as the Association of Minnesota Counties (AMC) Fall Policy Conference.

Commissioner Snyder reported on his attendance of recent Fair Committee, Itasca County Township Association (ICTA), Budget Work Sessions, and Land Classification Committee meetings, as well as the Wabana Township Zoning meeting.

Commissioner Ives reported on his attendance of recent Labor Negotiations and Budget Work Sessions.

VIII. ADMINISTRATOR UPDATE

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

IX. COMMISSIONER COMMENTS

Commissioner DeNucci provided comment to recognize staff for their participation and assistance with Budget Work Session meetings.

X. CLOSED SESSIONS**XI. ADJOURN**

Chair Ives adjourned the meeting at 4:03 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, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1795

DEPARTMENT: Administrative Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Davin Tinquist

AGENDA ITEM:

Letter of Support for Land Exchange

BOARD ACTION REQUESTED:

Approve a Letter of Support for Land Exchange between the United States Forest Service (USFS) and Bill and Gail Heig (Bowen's Lodge) and authorize signature of County Board Chair.

BACKGROUND:

The Mississippi Headwaters Board (MHB) has passed a similar letter of support with the contingency that Itasca County take this requested action.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Letter of Support Land Exchange
2. Letter of Support Land Exchange SIGNED

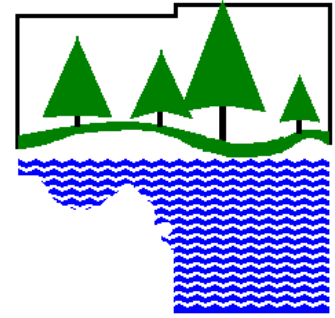
09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848



September 28, 2021

Congressman Pete Stauber
501 Laurel Street
Brainerd, MN 56401

RE: Letter of Support for Land Exchange between the United States Forest Service (USFS) and
Bill and Gail Heig (Bowen's Lodge)

Dear Congressman Stauber,

In June of 2021, Bill and Gail Heig acquired approximately 34 acres and 1,100 feet of shoreline on Lake Winnibigoshish adjacent to USFS lands. They will soon be proposing a land exchange with the USFS to acquire their current leased marina located on Big Cutfoot Sioux.

There have been exchange opportunities attempted between Bowen's Lodge and the USFS in the past. In 2013, the Deer River Ranger Station initiated a land exchange process between the Chippewa National Forest and Bowen's Lodge; however, due to continuous leadership staffing changes, the exchange became muddled and was ultimately denied in 2014.

The current Comprehensive Plan established on September 1, 2019 gives guidance to land exchanged within the Mississippi Headwaters Board (MHB) Corridor stating, "to increase public land holdings along the Mississippi River and Headwaters Lakes, MHB member counties should initiate exchanges with private land owners who want to exchange their lands."

The Itasca County Board of Commissioners supports preserving this newly acquired shoreland property on Lake Winnibigoshish, which is currently owned by the Heig Family. It will protect the natural and recreational values of the Mississippi River and will also provide continuity to the existing USFS lands within the area while allowing the Bowen's Resort Property to utilize an existing disturbed marina within the Corridor.

If you have any questions, please do not hesitate to contact our County Administrator, Brett Skyles, at the number listed above or by email at brett.skyles@co.itasca.mn.us.

Sincerely,

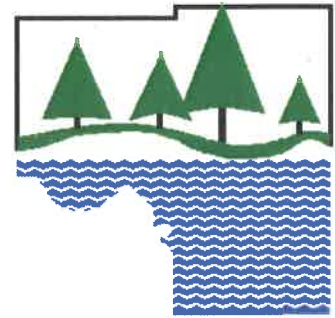
Burl Ives, Chair
Itasca County Board of Commissioners

cc: Anne Marcotte, MHB Chair
Tim Terrill, MHB Executive Director
Michael Stansberry, Chippewa National Forest Supervisor

Equal Opportunity Employer

ITASCA COUNTY

Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848



September 28, 2021

Congressman Pete Stauber
501 Laurel Street
Brainerd, MN 56401

RE: Letter of Support for Land Exchange between the United States Forest Service (USFS) and Bill and Gail Heig (Bowen's Lodge)

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The Itasca County Board of Commissioners supports preserving this newly acquired shoreland property on Lake Winnibigoshish, which is currently owned by the Heig Family. It will protect the natural and recreational values of the Mississippi River and will also provide continuity to the existing USFS lands within the area while allowing the Bowen's Resort Property to utilize an existing disturbed marina within the Corridor.

If you have any questions, please do not hesitate to contact our County Administrator, Brett Skyles, at the number listed above or by email at brett.skyles@co.itasca.mn.us.

Sincerely,

A handwritten signature in blue ink, appearing to read "Burl Ives", is positioned above the printed name of the signatory.

Burl Ives, Chair
Itasca County Board of Commissioners

cc: Anne Marcotte, MHB Chair
Tim Terrill, MHB Executive Director
Michael Stansberry, Chippewa National Forest Supervisor

Equal Opportunity Employer



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1791

DEPARTMENT: Health & Human Services

PRESENTER: Eric Villeneuve

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the Minutes of the September 9, 2021 HHS Advisory Committee meeting.

BACKGROUND:

Informational

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Minutes 09-09-2021

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, September 9, 2021
Virtual Teams Meeting / Itasca Resource Center / Room 122

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

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

Approval of May 13, 2021 Minutes:

A motion was made by Lester Kachinske and seconded by Dan Miesle to approve the May 13, 2021 minutes. Motion carried.

Additions/Corrections to Agenda:

There was an addition to the agenda, a resignation from Melissa Wiedendorf. This will be added under the Director update as item 2.D.

Eric Villeneuve, Director:

Public Health Update: Jayme Smith, Public Health staff, updated the group on Coronavirus/COVID-19. Itasca County cumulatively has 5013 cases, 76 newly identified positives in the past 7 days, 175 in the last 14 days. Testing and positives were down over the holiday weekend. The 14-day case rate per 10,000 as of 09/05/21 is at 41. There are 70 total confirmed COVID deaths. Itasca County in entirety by all vaccinators receiving dose 1 is at 22,822, 21,827 have completed the series. The 65+ population is 87% receiving dose 1, the 16+ population is at 60%, and the 12+ is at 58%. The percentage of total population receiving dose 1 (including those who are ineligible because of age) is at 50%. Itasca County Public Health has given 7,121 doses, this includes dose 1's and 2's. Public Health is waiting on guidance from Minnesota Dept of Health regarding

Page Two
HHS Advisory Committee Minutes
September 9, 2021

offering booster doses of Moderna. Public Health also received a small allotment of Johnson & Johnson for ages 18 and older and are still taking requests for homebound or otherwise persons with barriers for vaccination and are coordinating access to vaccinations. On 8-23-2021, Pfizer received full FDA approval for their COVID vaccine for those who are 16 and older. The marketed name will be Comirnaty (koe-mir'-na-tee) Pfizer remains under Emergency Use Authorization for ages 12-15. Pfizer vaccinations are available for those ages 12 and older at Essentia Health, Grand Itasca Clinic and Hospital, Walmart by appointment and Thrifty White North by appointment. Moderna vaccinations for ages 18 and older are available at Scenic Rivers clinics, Thrifty White North, Walmart and Walgreens. Delta is the active variant in Itasca currently. For viruses to mutate, a host is needed. The more spread we have of the virus, the more mutations will occur. Vaccines remain effective against the variants in preventing severe illness, hospitalization, and death. In Itasca, approximately 1/2 of 1% of our fully vaccinated residents have tested positive for COVID (0.58%). Of those, only 9 were hospitalized, 2 in ICU – both elderly males. Of those, Zero (0) have died. Vaccines remain extremely effective in preventing the spread of COVID and severe illness, hospitalization, and death. The CDC recommends masking in public indoor spaces regardless of vaccine status in areas of substantial or high community level transmission, Itasca County remains in the high community transmission category. Questions related to COVID or vaccines, if someone is homebound or needing access to vaccines, please call the Itasca County Public Health COVID message line at 218-327-6784 and leave your information for a return call. If you have an organization or group that would like to host a vaccination clinic, please contact Public Health.

COVID-19 testing for Riverfest happening today at KAXE tent 10am-2pm. Public Health was donated testing supplies for this event.

Public Health has completed Community Readiness Assessment for suicide prevention. Public Health will be working collaboratively with First Call for Help and other community organizations to help move suicide prevention forward.

IMCare Update:

IMCare underwent a Minnesota Department of Health audit earlier this year, this audit reviews all of IMCare's policies, case files, procedures, and reports, submitting thousands of documents and hundreds of files and for the first time received no findings in the audit. This was a very positive outcome that shows all the hard work and is very rewarding for staff. IMCare is reviewing legislative changes and working on how to implement these changes with DHS contracting. IMCare is currently in contract negotiations for 2022 and also working on their budget with the county board.

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HHS Advisory Committee Minutes
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There have been several recent staffing changes, a new Medical Director, Dr. Jay Huber, a new dental director Dr. Rachel Buchert, and Celeste Tarbuck, Claims Supervisor, is retiring the end of the year. Along with some other staff shuffling to various positions within the HHS agency and also HHS agency staff moving to IMCare.

Resignation of Melissa Weidendorf:

Melissa Weidendorf is no longer a District 3 resident and submitted her resignation. A motion was made by Ben Denucci and seconded by Sarah Anderson to accept the resignation of Melissa Weidendorf from the HHS Advisory Committee. Motion carried

Legislative Update:

Eric updated that the opioid settlement was reached this summer. Minnesota is estimated to receive \$300 million over the course of multiple years, with a portion of funds specifically dedicated to local governments. In September, AMC (Association of Minnesota Counties) will be working to discuss their role and how they can help counties to use these settlement funds proactively at the local level. Eric reviewed the Legislative Platform Development Process handout for the 2022 legislative sessions. The update from the Association of Minnesota Counties reviewed the 2021 priorities stating the COVID-19 response with local public health, Health and Human Service Waivers, and the substance use disorder billing error. Lastly, Eric reviewed the 2021 Health and Human Services legislative priorities that were submitted to the county board. Those being the COVID-19 response, using local public health as a resource to get out the vaccine, allowance for some of the temporary waivers that have been in place due to the COVID-19 pandemic to become permanent, Anoka Regional Treatment Center cost shift to counties, appropriate reimbursement on ICWA (Indian Child Welfare Act) funding, County Based Purchasing (CBP) clarification that counties are allowed to choose a CBP, and hold counties harmless for the underbilling by DHS (Department of Human Services) to counties on the county share of Substance Use Disorder Institutes of Mental Disease Payments.

HHSAC Subcommittee Reports:

AMHAC: Dan was unable to attend but did email Brenda an update to share. The Local Advisory Council held its last meeting on August 3rd. Luke St. Germain was the invited speaker. He spoke on veteran status in our county and particularly on how they can better receive services. He pointed out that veterans are often very independent minded and a large percentage of them do not seek the full complement of services they are entitled to. Luke urged the council to reach out to any family or friends who might be veterans and encourage them to investigate the possible services the VA may

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HHS Advisory Committee Minutes
September 9, 2021

be able to help them with. Veteran screening forms were made available and referred to during the meeting. The remainder of the meeting consisted of usual council business. The board chair urged members to look for any gaps in services over the course of the next month and bring these concerns to the next meeting.

ICCOA: The committee had not met since February of 2020, yesterday was the first meeting, allowing seniors to gather and visit. Lloyd updated on tax season, last year was handled a bit differently, the space at the airport is no longer available so they did intake through the United Methodist church. They normally serve around 1100 clients, but due to COVID and restrictions they were only able to serve 400 clients. They are still waiting on direction from AARP on how this year will be handled. They are hoping to do it by appointment and at the church again.

Provider Updates:

Northland Counseling – Angie provided an update for Northland Counseling. She stated their greatest struggle has been staffing. They had to close their children shelter down for a short time, and then with recruiting, hiring, training, it takes time to get staff ready but as of yesterday they were finally able to reopen the children shelter with 2 clients and 2 more coming in the near future. If staffing issues continue, they may need to close that program down. Northland is also struggling with staff getting trained in and then moving on to independent practices. They also had to close one of their adult chemical dependency centers in I 'Falls due to staffing. They are hopeful with the end of unemployment benefits people will be returning to the workforce and it will bring in some qualified candidates for their positions.

Elder Circle – Renee stated ElderCircle is still closed to the public but are continuing to serve people. They plan to keep their office closed until 2022. On August 12th there was a Senior Day Pavilion luncheon, drive thru style serving about 300 people. They were given bags with a lot of aging service information, providers, and resources. ElderCircle is starting a license with Aunt Bertha, and our platform is called All About Aging and will be utilized by aging service providers. Providers will be able to search this platform for services and put in a referral. Some agencies are signing a memorandum of agreement, which means they will turn around within 48 hours and reach out to that client. All ElderCircle services have continued despite the pandemic. The health and wellness classes and living well classes are being offered virtually and some in person. There is a library of about 30 iPads that are available to be signed out to help with technology barriers. ElderCircle hired an outreach coordinator, she will be working on activities focusing mostly on older adults. There will be calendar going out monthly with these activities. She is also working with Committee on Agency senior groups.

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First Call for Help – Crystal stated they have been very busy. Suicide calls are up and have been increasing since COVID. They continue to try to keep enough staff available on the phones. They are taking more contracts on for counties for dispatching. It has been a little over a year now that they started the National Suicide Lines for 12 Minnesota counties. Expansion is happening due to call centers closing and staffing is definitely becoming an issue.

Other:

Ben Denucci stated he recently attended the Association of Minnesota Counties (AMC) board of directions meeting and the opioid issue came up. Other counties in other states are getting 80-85% of the opioid settlement and AMC will continue to work with and be in close communication with the Minnesota Attorney General's office and law firms representing counties as details of the settlement are finalized.

The next meeting is Thursday, November 4th with both in-person and virtual options available. This meeting will be held on the 1st Thursday of the month instead of the 2nd Thursday due to the Veterans Day holiday.

Adjournment:

There being no further business to come before the Advisory Committee, a motion was made by Lester Kachinske seconded by Dan Miesle to adjourn the meeting at 1:05pm. Motion passed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1776

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

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

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Sale of Tax-forfeited Land to Vincent Holsman per Special Legislation, which approves sale of South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 per the 2021 Minnesota Law, Chapter 6, Article 2, Section 121 for a price of \$450.00 plus all associated costs.

BACKGROUND:

Special Legislation presented to the 2021 Regular Session of the 92nd Legislature passed into law as 2021 Minnesota Laws, Chapter 6, Article 2, Section 121, authorizes Itasca County to sell by private sale the tax forfeited lands described as South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26.

The County Board previously passed Resolution 2021-53 approving said law at the local government level.

The tax-forfeit parcel described above contains the home of the adjacent landowner. Vincent Holsman, the adjacent landowner, requested purchase of said property to secure full ownership of his home.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Location_Map 38-004-2803
2. PurchaseAgreement Holsman

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

Itasca County Courthouse
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AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

RESOLUTION 2021-57

**RE: SALE OF TAX-FORFEITED LAND TO A PRIVATE LANDOWNER PER SPECIAL
LEGISLATION**

WHEREAS, the adjacent landowner, Vincent Holsman has requested purchase of tax-forfeited land legally described as the South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26 for a price of \$450.00 and,

WHEREAS, 2021 Minnesota Laws, Chapter 6, Article 2, Section 121, authorizes Itasca County to sell by private sale the tax forfeited lands described as South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26.

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land, and has determined that the public's interest would be best served by selling the tax-forfeited land directly to Vincent Holsman, who currently occupies the house located on said tax-forfeit parcel and owns the adjacent parcel to the south, and

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves sale of the above described under the terms of the attached purchase agreement for a price of \$450.00, plus all associated costs.

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

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 28th day of September 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 28th day of September A.D. 2021.

Administrator

Parcel #38-004-2803



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



0 25 50 100
Feet

South 2 rods of the East 16 rods of Lot 14,
Section 4, Township 60, Range 26

Seeking Special Legislation 2021

ITASCA COUNTY TAX FORFEIT LAND PURCHASE AGREEMENT

Regarding Itasca County Tax-Forfeited Land Described as:

PARCEL ID NUMBER: 38-004-2803	Sec-Twp-Rge: 4-60-26
Legal Description: South 2 rods of the East 16 rods of Government Lot 14, Section 4, Township 60, Range 26, West of the Fourth Principle Meridian.	

I, the undersigned, agree to pay to Itasca County the full amount of the appraised value for the above listed parcel(s) of Itasca County Tax-Forfeited land (including any timber or building value) plus any required fees as listed below:

TOTAL APPRAISED PRICE:	\$450.00
3% Assurance Fee:	\$13.50
State Deed Issuance Fee:	\$25.00
State Deed Recording Fee:	\$46.00
Deed Tax (\$1.65 for each \$500.00 of purchase price of purchase price)	\$1.65
\$50.00 Well Certificate Recording Fee (where applicable):	\$0.00

Sale date:	TOTAL PRICE:	\$536.15
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PAYMENTS ARE TO BE MADE AS FOLLOWS:

Appraised Value of Land	\$450.00
Full Appraised Value of Timber	\$0.00
Associated Fees	\$86.15

AMOUNT DUE DAY OF SALE:	\$536.15
AMOUNT PAID DAY OF SALE:	

BALANCE DUE ON or BEFORE 90 DAYS OF SIGNING	
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NO TIMBER SHALL BE CUT UNTIL ENTIRE PURCHASE PRICE IS PAID IN FULL

I understand that the premises are being sold AS IS and that Itasca County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the premises. The premises is being sold with the understanding that the buyer and seller agree to waive disclosuresrequired under Minnesota Statutes Chapters 513.52 to 513.60 and 1031.235 and any associated liabilities.

Please print and sign your name(s) as you would like it to appear on the deed:	
BUYER 1: Print full name to be recorded on deed	BUYER 2: Print full name to be recorded on deed
Vincent Holsman	
Signature:	Signature:
Phone number:	Phone number:
Date:	Date:

Name and address to which tax statements should be sent:	Ownership Desired (MUST CHECK ONLY ONE) _____ Single Ownership; Individual _____ Single Ownership; Partnership (must match buyer) _____ Single Ownership; Corporation (must match buyer) _____ Co-ownership; Joint Tenancy _____ Co-ownership; Tennancy in Common

FOR COUNTY USE ONLY:	REV 8-18-2014
Witness:	Date:



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1782

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Paul Bunyan Telephone Coop on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for underground telecommunication purposes over and across tax-forfeited trust lands in Section 32, Township 57, Range 22 and authorize necessary signatures.

BACKGROUND:

This easement is for underground telecommunication purposes to benefit an adjacent land owners.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement 32-57-22

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci
AYES:	Davin Tinquist, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder

ITASCA COUNTY UTILITY EASEMENT

This easement is granted this ____ day of _____, 2021, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Paul Bunyan Telephone Cooperative, hereinafter referred to as the Grantee.

The address of the Grantee for purposes of any notification required herein shall be 1831 Anne Street NW, Bemidji, MN 56601.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for underground telecommunication purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the ____ day of _____, 2021, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land ten (10) feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol power lines, including the right to erect poles and other power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

Said easement is granted upon the East Ten feet (E. 10') of the following described parcels of unsold, tax-forfeited lands situated in Itasca County, Minnesota:

SEE ATTACHED EXHIBIT A

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

II.

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

III.

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

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

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

IV.

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

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

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

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

Operations Aggregate	\$3,000,000
Personal and Advertising Injury	\$1,500,000
Each Occurrence:	
Combined Bodily Injury and Property Damage	\$1,500,000

Limits

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

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

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

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

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

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

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations

Contractual Liability (including oral and written contracts)

Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-Ownership Liability:
- | | |
|---|-------------|
| Combined Bodily Injury and Property Damage: | |
| Each Occurrence Limit | \$1,500,000 |

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

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

XII.

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

XIII.

Additional construction and maintenance specifications:

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

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

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

XIV

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

EXHIBIT A

Southwest Quarter of the Northwest Quarter (SW NW), Section Thirty-two (32), Township Fifty-seven (57), Range Twenty-two (22) AND

Northwest Quarter of the Southwest Quarter (NW SW) Less East One Hundred feet (E. 100') of the North Five Hundred Sixty feet (N. 560') and Less the East Fifty feet (E. 50') lying South of the North Five Hundred Sixty feet (N. 560'), Section Thirty-two (32), Township Fifty-seven (57), Range Twenty-two (22) AND

Southwest Quarter of the Southwest Quarter (SW SW), Less Section Thirty-two (32), Township Fifty-seven (57), Range Twenty-two (22) LESS that part described as follows: Beginning at the Southwest corner of the SW of SW, Section 32, Township 57 North, Range 22 West, of the Fourth Principal Meridian, proceed easterly on the south line of the SW of SW for a distance of 896.30 feet to a Point "A" on the west Right of Way line of the State Highway No. 65 as it is now defined. The above said south line has an assumed bearing of South 89 degrees 40 minutes 30 seconds East; thence proceed along the West Right of Way line of State Highway No. 65 to Point "B", Point "B" is determined thusly; from Point "A" proceed North 38 degrees 57 minutes 39 seconds East for a distance of 621.62 feet to Point "B"; thence South 81 degrees 02 minutes 34 seconds West for a distance of 245.41 feet to Point "C" which is the surface crest of this open pit mine; thence westerly and northwesterly along the existing surface crest of this open pit mine for an approximate distance of 1,151 feet, intersecting the west line of the SW1/4 SW1/4, Section 32, Township 57 North, Range 22 West, to Point "D"; thence South 1 degrees 00 minutes 00 seconds West along the West line of the SW1/4 SW1/4 to the point of beginning for a distance of 820 feet more or less. Parcel to contain 14.0 acres more or less. Less the following: Beginning at the intersection of the Westerly right-of-way line of State Highway Number 65 and the South line of said SW1/4 SW1/4; thence North 89 degrees 18 minutes 09 seconds West, bearing assigned, on the South line of said SW1/4 SW1/4 a distance of 350 feet; thence North 4 degrees 34 minutes 22 seconds East a distance of 200.00 feet; thence South 81 degrees 36 minutes 31 seconds East a distance of 400.00 feet to the intersection with said westerly right-of-way line of said Highway; thence Southwesterly on said right-of-way line to point of beginning.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1790

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Easement to Minnesota Power, a division of Allete, Inc. to access Solar Facility

BOARD ACTION REQUESTED:

Approve Easement to Minnesota Power, a division of Allete, Inc., for access to the Solar Facility located over and across the N1/4 of the Southwest Quarter of the Northeast Quarter Less East 410 feet, Section 33, Township 55, Range 25 in which Itasca County owns an undivided 1/2 interest and authorize necessary signatures.

BACKGROUND:

The County of Itasca, along with the City of Grand Rapids and Itasca County Airport Commission entered into a Lease with USS Itasca Clean Energy, LLC on February 23, 2021 on the parcel described herein for the purpose of solar photovoltaic energy generation. In connection with said Lease, Minnesota Power, a division of Allete, Inc. has requested an easement for ingress and egress across the N1/4 of the Southwest Quarter of the Northeast Quarter Less East 410 feet, Section 33, Township 55, Range 25 in which Itasca County owns an undivided 1/2 interest. Said easement gives the right to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, improve, upgrade and remove the Solar Facility.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement Agreement 9.1.21

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
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RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Ben DeNucci

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

RESOLUTION

GRANT OF EASEMENT

Property ID: 91-033-1309 (Parcel No. 1)
91-033-1306 (Parcel No. 2)
91-033-1301 (Parcel No. 4)

THIS GRANT OF EASEMENT (the “**Agreement**”) is made as of _____, 2021 (the “**Effective Date**”), by and between (i) as to the Parcel 1 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation (“**Parcel 1 Owner**”), (ii) as to the Parcel 2 Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation, and County of Itasca, Minnesota, as equal tenants in common (collectively, “**Parcel 2 Owner**”), (iii) as to the Parcel 4 Property (as defined herein), the Grand Rapids – Itasca County Airport Commission (“**Parcel 4 Owner**”), and (iv) as grantee under that certain Existing Easement Property (as defined herein), the City of Grand Rapids, a Minnesota municipal corporation (“**Easement Parcel Grantor**”) (Parcel 1 Owner, Parcel 2 Owner, Parcel 4 Owner, and Easement Parcel Grantor, individually and collectively referred to as “**Grantor**”) and Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation (“**Grantee**”), with reference to the facts set forth below.

RECITALS:

A. Parcel 1 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-1** attached hereto and incorporated herein (the “**Parcel 1 Property**”). Parcel 2 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-2** attached hereto and incorporated herein (the “**Parcel 2 Property**”). Parcel 4 Owner is the fee simple owner of that certain real property located in the County of Itasca, Minnesota, more particularly described on **Exhibit A-3** attached hereto and incorporated herein (the “**Parcel 4 Property**”). Easement Parcel Grantor is the grantee under that certain Permanent Easement and Temporary Easement dated January 29, 2009 and recorded July 31, 2009, by and between Armas Yuhala and Karen Yuhala, husband and wife, as grantor thereunder, and the Easement Parcel Grantor, as grantee thereunder, as more particularly described in **Exhibit A-4** attached hereto and incorporated herein (the “**Existing Easement Property**”). (Parcel 1 Property, Parcel 2 Property, Parcel 4 Property, and Existing Easement, individually and collectively referred to as “**Grantor**”

Property”). Notwithstanding that Grantor and Grantee acknowledge and agree that the Existing Easement Property is considered a “utility easement” as defined in Section 238.35 of the Minnesota Statutes and any similar successor statute allowing Grantee to utilize existing easements deeded to the public or any political subdivision for general or utility purposes, Easement Parcel Grantor joins in this Agreement in the event such statute (or any similar successor statute) is repealed, withdrawn or no longer of any force or effect.

B. Grantor and Grantee acknowledge and agree that Parcel 1 Property, Parcel 2 Property and Parcel 4 Property (the “**Easement Fee Parcels**”) are subject to that certain Option to Lease, Lease and Solar Easement dated February 23, 2021 (as may be amended, modified, renewed, restated and supplemented, the “**Lease**”), by and between (i) Parcel 1 Owner, Parcel 2 Owner and Parcel 4 Owner, as lessors of the Easement Fee Parcels and (ii) the Grand Rapids/Itasca County Joint Airport Commission, as lessor as to a separate fee parcel not subject to this Agreement (collectively with (i) hereof, and as amended and/or assigned, “**Lessor**”), and USS Itasca Clean Energy LLC, as lessee thereunder (“**Lessee**”), as evidenced by that certain Memorandum of Lease and Solar Easement entered into by and between Lessor and Lessee, dated as of even date therewith, and recorded on March 31, 2021 in the Office of the County Recorder of Itasca, Minnesota, as Document Number A000750583 (as may be amended, modified, renewed, restated and supplemented from time to time). Pursuant to the Lease, Lessee is granted certain rights and easements in, on, over, under and across the Easement Fee Parcels. By execution hereof, Lessee hereby consents to the grant of the easement set forth in this Agreement; provided that such grant shall at all times be subject and subordinate to Lessee’s rights, easements and all other interest in and to the Easement Fee Parcels as granted under the Lease.

C. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee desire to enter into this Agreement, as more particularly described below.

WITNESSETH:

1. Grantor, for a valuable consideration, paid by Grantee, receipt of which is hereby acknowledged, hereby grants, bargains, sells and conveys unto said Grantee, the following non-exclusive easements during the Term (as defined in Section 2), as follows:

a. Grantee shall have a non-exclusive easement and right of way for purposes of vehicular and pedestrian access, ingress and egress in, under, on, over and across that certain area of land described on **Exhibit B-1** and depicted on **Exhibit B-2**, each attached hereto and by this reference made a part hereof (the “**Access Easement Area**”). The easement and right of way granted herein shall include, without limitation, the construction, maintenance, inspection, operation, use, repair, reconstruction, replacement, alteration, improvement and/or removal (as determined in Grantee’s sole discretion) of a road and/or driveway on, over and across the Access Easement Area.

b. Grantee shall have a non-exclusive easement and right of way for purposes

related to Grantee's Facilities (as defined and more particularly set forth herein), in, under, on, over and across that certain area of land described on **Exhibit C-1** and depicted on **Exhibit C-2**, each attached hereto and by this reference made a part hereof (the "**Distribution Easement Area**" and collectively with the Access Easement Area, the "**Easement Area**").

c. Grantee shall have a non-exclusive easement and right of way across the Grantor Property and any other real property owned by Grantor in the vicinity as reasonably necessary for access, ingress and egress at any time and from time to time by Grantee to exercise Grantee's rights under this Agreement.

d. In the course of construction, installation, maintenance, repair, replacement, reconstruction, alteration, improvement, upgrade and removal of Grantee's Facilities (as defined herein), Grantee may, temporarily, (i) excavate as reasonably necessary from the Access Easement Area and adjacent to the Easement Area and (ii) utilize areas in the Access Easement Area, as well as adjacent to the Easement Area, as reasonably necessary for staging and laydown purposes; in each case so long as such excavation and utilization is limited to the least disturbance of such areas as can reasonably be achieved.

e. The easements and rights of way described in this Section 1 are sometimes collectively referred to in this Agreement as the "**Easements**". Each of the Easement is and shall remain subject to the limitations set forth in Section 30.

2. Unless Grantor and Grantee otherwise mutually extend this Agreement, the term of this Agreement (the "**Term**") shall commence upon the Effective Date and shall terminate in the event that the solar Facility (as defined in and contemplated under the Lease) (i) is removed and is not replaced with a similar or other solar Facility or (ii) becomes permanently inoperable for Solar Energy Purposes (as defined in the Lease) and is not repaired or replaced such that it becomes operable for Solar Energy Purposes or such that a similar or other solar Facility becomes operable for Solar Energy Purposes. Grantor shall provide Grantee with thirty (30) days' prior written notice of the date of such expiration or earlier termination of the Lease. Grantee shall remove Grantee's Facilities (as defined below) within twelve (12) months following expiration of the Term. During such twelve (12) month period, Grantor shall provide Grantee with reasonable access to Grantee's Facilities to perform such removal obligations.

3. Grantee shall, subject to the limitations set forth in Section 30, have the right to construct, operate, use, maintain, inspect, repair, renew, replace, reconstruct, alter, improve, upgrade, and remove Grantee's Facilities (as defined herein) located within the Distribution Easement Area, at any time and from time to time in Grantee's sole discretion, to the fullest extent provided in this Agreement. For the avoidance of doubt, Grantee shall also have the right to enlarge, add to, and relocate Grantee's Facilities within the Distribution Easement Area. Additionally, Grantee may, in its sole discretion, take such actions as necessary, convenient or desired for the construction, operation, regulation, control, grounding and maintenance of Grantee's Facilities, for the purpose of transmitting, distributing, regulating and controlling electric energy to be used for light, heat, power, communication, or other purposes. "**Grantee's Facilities**" shall collectively mean and include electric lines, consisting of one or more lines or towers, poles and other structures, wires, cables, including ground wires and communication circuits and/or cables, both overhead and underground, with necessary and convenient

foundations, footings, conduits, pullboxes, circuit breakers, metering and associated equipment and installations, guy wires and anchors, insulators and crossarms placed on said structures and facilities, and buildings, structures and similar improvements in connection with the aforementioned facilities, and other fixtures, appliances and appurtenances connected therewith. For the avoidance of doubt, "Grantee's Facilities" shall at all times be and remain the property of Grantee (or Grantee's successors or assigns, if and to the extent applicable).

4. Grantor shall, subject to the limitations set forth in Section 30, have the obligation, and Grantee shall, subject to the limitations set forth in Section 30, have the right, to clear and to keep clear the Easement Area free from explosives, buildings, structures, equipment, trees, vines, brush, combustible materials and any and all other obstructions of any kind (including, without limiting the generality of the foregoing, appurtenances, fences, and the parking of automobiles, trucks or other mechanical equipment), for the following reasons: (i) as may be required by the orders of an applicable governmental body having jurisdiction thereof, (ii) as may be necessary for the economical construction, maintenance or operation of Grantee's Facilities, (iii) for protection from fire and other hazards, (iv) for protection from interference with ingress and egress and with the unobstructed use of said easements and rights of way and every part thereof, and (v) for any and all purposes herein mentioned. In addition to the right of Grantee to remove trees from said Easement Area, Grantee shall, subject to the limitations set forth in Section 30, also have the right to trim or top and to keep trimmed or topped any and all trees on the lands of Grantor within said Easement Area, and any and all trees on the lands of the Grantor adjacent to said Easement Area for a distance of 75 feet from the exterior lines of said Easement Area, to such heights as in the reasonable judgment of Grantee, its successors or assigns, shall be reasonably necessary for the proper construction, operation and maintenance of Grantee's Facilities.

5. Without limiting the generality of the Easements granted herein, Grantee shall, subject to the limitations set forth in Section 30, have the right from time to time in its reasonable discretion to relocate the Easement Area to a different location on the Grantor Property; provided, however, that any such relocation shall be subject to Grantor's prior written approval; provided, further, that such approval shall not be unreasonably withheld, conditioned or delayed if such relocation would not materially interfere with Grantor's or Lessee's use and enjoyment of the Grantor Property or otherwise materially adversely affect the Grantor Property.

6. Notwithstanding that the Easements are non-exclusive as aforesaid, no person or entity (including, without limitation, Grantor or its agents, contractors or invitees) with any right, title or interest in or to all or any portion of the Easement Area (other than the Lessee, its successors or permitted assigns) shall use all or any portion of the Easement Area in a manner that unreasonably or adversely interferes with Grantee's use and enjoyment of the Easements or any other rights granted under this instrument.

7. Grantee shall, subject to the limitations set forth in Section 30, have the right to assign or otherwise transfer all or any portion of Grantee's rights and/or interest in the Easements and this Agreement (including, without limitation, the right to apportion or divide in whatever manner Grantee reasonably deems necessary), whether by assignment, lease, sublease, subeasement, license, or any other means or manner whatsoever.

8. Grantor, or Grantor's successor or assigns, shall not deposit or permit or allow to be deposited, earth, rubbish, debris or any other substance or material, whether combustible or noncombustible, on the Easement Area, or so near thereto as to constitute, in the reasonable opinion of Grantee, its successors or permitted assigns, a menace or danger to said electric lines and communication circuits or which may in the reasonable opinion of Grantee, interfere with Grantee's ready access to said electric lines and communication circuits.

9. Grantee shall not take, authorize or direct any actions that would cause or allow, or could reasonably be expected to cause or allow, the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations relating to industrial hygiene or to the environmental conditions on, under, about, or affecting the Easement Area. Grantee shall not generate, manufacture, store, or dispose of on, under or about the Easement Area or transport to or from the Easement Area any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of hazardous substances, hazardous wastes, hazardous materials, or toxic substances under any applicable federal or state laws or regulations (collectively referred to hereinafter as "**Hazardous Materials**"); provided, however, "Hazardous Materials" shall not include the incidental use of substances or materials to the extent used (and in quantities) in each case in compliance with applicable law. Grantee shall promptly notify Grantor of the detection by Grantee or one of its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee, of the presence in, or release to, the environment of any Hazardous Material, including but not limited to any release that must be reported pursuant to 40 C.F.R. Part 302 or 40 C.F.R. Part 355, or any applicable state law, relating to, arising out of or in connection with Grantee's possession, occupation and use of the Easement Area.

10. Indemnities.

a. Grantee covenants and agrees to defend, protect, indemnify and hold harmless Grantor, and its officers, directors, employees and agents ("**Grantor Indemnitees**"), from and against any and all claims, including any action or proceedings brought thereon, and all demands, suits, causes of action, judgments, costs, losses, demands, fees, fines, damages, expenses, obligations and liabilities (including reasonable attorneys' fees actually incurred and cost of suit, litigation, arbitration and settlement) of any kind or nature whatsoever (collectively, "**Claims**"), arising from or as a result of or in any way related to, directly or indirectly, (i) Grantee's exercise of any of the rights and privileges herein granted to Grantee, including damages relating to: (a) injury or death of any person (including without limitation, the employees of Grantor Indemnitees), and (b) damage to, or loss or destruction of any property, (ii) any material breach by Grantee of this Agreement, (iii) the use of the Easements and the Easement Area by Grantee, its agents and employees and (iv) the acts or omissions of Grantee, its agents and employees on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall Grantee have any liability to Grantor for (i) the negligence or willful misconduct of Grantor, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by Grantor, (ii) pre-existing conditions affecting the Property, or (iii) Grantee's mere discovery of any information potentially having a negative impact on Grantor or the Grantor Property (including

any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property.

b. Lessee and Grantee each (for purposes of this Subsection 10.b, the “**First Party**”) covenants and agrees to defend, protect, indemnify and hold harmless the other party and its respective officers, directors, employees and agents (with respect to such party, “**Indemnitees**”), from and against any and all Claims arising from or as a result of or in any way related to, directly or indirectly, (i) the First Party’s exercise of any of the rights and privileges granted to it under the Lease or this Agreement (as the case may be), including damages relating to: (a) injury or death of any person (including without limitation, the employees of Indemnitees), and (b) damage to, or loss or destruction of any property, (ii) any material breach by the First Party of this Agreement, (iii) the use of the Easements and the Easement Area by the First Party, its agents and employees and (iv) the acts or omissions of the First Party, its agents and employees on or with respect to the Easement Area or the Grantor Property; provided, however, notwithstanding anything to the contrary, in no event shall the First Party have any liability to any Indemnatee for (i) the negligence or willful misconduct of such Indemnatee, or its employees, agents, contractors, vendors, or any other persons given access to the Grantor Property by such Indemnatee, (ii) pre-existing conditions affecting the Grantor Property, or (iii) the First Party’s mere discovery of any information potentially having a negative impact on the other party or the Grantor Property (including any Claims arising out of, resulting from or incurred in connection with the discovery of any Hazardous Materials on or about the Grantor Property).

c.

11. Grantee covenants and agrees to keep or cause to be kept the Grantor Property, the Easement Area, and the improvements thereon, free and clear of and from any and all mechanics’, materialmen’s and other similar liens arising out of or in connection with the operations of Grantee (or any person claiming under Grantee) thereon or other activities of Grantee, or any other person claiming under Grantee, and to pay when due (or cause to be bonded) and discharged or bonded over of record any and all lawful claims upon which any such lien may or could be based, and to save and hold Grantor, and the improvements thereon, free and harmless of and from any and all such liens and any and all claims of such liens and suits or other proceedings pertaining thereto.

12. Grantee shall obtain and maintain in force the policies of insurance covering Grantee’s activities on the Easement Area at all times during the term of this Agreement as described in **Exhibit D**. Grantee shall provide Grantor with certificates of insurance reflecting the required coverage upon request by Grantor.

13. It is understood and agreed that this Agreement does not convey to Grantee any right, title or interest in or to any oil, gas, petroleum or other mineral or hydrocarbon substances within the limits of the said Easement Area, or otherwise, but that Grantor and Grantor’s successors and assigns, in prospecting for or developing oil, gas, petroleum or other mineral or hydrocarbon substances will do so from adjacent land and in such a manner as will not endanger

or interfere with the structures and facilities erected and installed under the Easements or with the operation or maintenance of the electric lines, communication circuits, or roads described under the Easements, and will not construct, place or maintain, or permit to be constructed, placed or maintained, any oil or mud sump, derrick, drilling rig, oil storage tank or other structure of any kind whatsoever, on any portion of said Easement Area.

14. The terms, covenants and conditions of this Agreement shall bind and inure to the benefits of the successors and assigns of Grantor and the successors and permitted assigns of Grantee. Without limiting the generality of the foregoing, the provisions of this Agreement shall run with the Grantor Property, and shall both benefit and bind the owners and each successive owner of the Grantor Property during their respective periods of ownership.

15. Grantee shall pay all taxes which may be levied or assessed on Grantee's Facilities installed in the Easement Area, and Grantee further agrees to reimburse Grantor for the amount of any taxes which may be assessed against Grantor or by reason of Grantee owning Grantee's Facilities.

16. Neither Grantor nor Grantee shall take, authorize or direct any actions that would, or could reasonably be expected to, cause or allow the Easement Area to be in violation of any applicable federal, state, or local laws, ordinances or regulations. Grantee and its employees, agents, contractors, vendors, or any other persons given access to the Easement Area by Grantee shall comply with all applicable federal, state, or local laws, ordinances or regulations with respect to any of their respective activities performed with respect to the Easement Area or under rights granted under this Agreement.

17. The failure by any party to observe or perform any covenant, agreement, condition or provision of this Agreement in any material respect, if such failure continues for (i) with respect to monetary defaults, ten (10) days from the date on which a monetary obligation became due and payable or (ii) with respect to non-monetary obligations, thirty (30) days after written notice thereof from a non-defaulting party to the defaulting party or such longer time as may be reasonably required to cure such non-monetary default (provided that the defaulting party shall have commenced measures to cure such non-monetary default within such thirty (30) day period and shall thereafter diligently pursue such effort to completion) shall be a default (a "**Default**") under this Agreement. Upon a Default, any non-defaulting party shall be entitled to seek any remedy available to such Party at law or in equity, including, without limitation, injunctive relief to enjoin a violation hereof; provided however, that in no event shall Grantor be permitted to terminate this Agreement.

18. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT, EACH PARTY (THE "**FIRST PARTY**") AGREES THAT NEITHER THE OTHER PARTY NOR SUCH OTHER PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS SHALL BE LIABLE TO THE FIRST PARTY OR THE FIRST PARTY'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FOR ANY CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND OR NATURE, INCLUDING (WITHOUT LIMITATION) ANY LOSS OF ANTICIPATED REVENUES, PROFITS OR INTEREST,

CLAIMS OF CUSTOMERS, LOSS BY REASON OF ANY FACILITY SHUTDOWN OR NON-OPERATION, INCREASED EXPENSE OF OPERATION OF ANY FACILITY OR EQUIPMENT, OR ANY OTHER SPECIAL OR CONSEQUENTIAL MONEY DAMAGES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE.

19. Grantor and Grantee hereby mutually acknowledge and agree that each grant of easement contained herein or made pursuant hereto is or shall be an easement only and that no easement granted or to be granted pursuant to this Agreement, and no other provisions of this Agreement, shall grant, demise, transfer, or otherwise convey, or may be deemed to grant, demise, transfer, or otherwise convey, to Grantee any other right, title, or interest whatsoever in or to any portion of the Grantor Property.

20. Grantor and Grantee each agrees to execute and deliver all further documents and to take all further actions reasonably necessary or appropriate to effectuate the purposes of this Agreement.

21. Grantee agrees to comply with the following requirements: (a) Grantee shall abide and operate in accordance with generally accepted industry good and safe work practices in the conduct of all activities affecting or upon the Easement Area (including without limitation in the activities of its contractors at the Easement Area); and (b) Grantee hereby agrees that Grantor shall have the right to access the Easements at any time for the purposes of inspecting the Easement Area compliance with the terms and conditions of this Agreement, subject to such reasonable conditions as may be imposed by Grantee to protect Grantee's property and to ensure the security of Grantee's Facilities.

22. Not later than fifteen (15) days after receipt of a request for an estoppel certificate from either party to this Agreement, the other party shall provide an estoppel certificate stating that this Agreement has not been modified, or, if modified, stating the nature of the modification, and certifying that this Agreement, as modified, is in full force and effect. The estoppel certificate also shall identify any monetary or other obligations then due or unperformed and contain any additional information regarding this Agreement as may be reasonably set forth in the request.

23. All notices and other communications under this Agreement shall be in writing and shall be deemed duly given: (a) when delivered if personally delivered to the recipient; (b) on the first business day following delivery to an overnight delivery service, provided delivery is confirmed by the delivery service; and (c) on the earlier of actual receipt or three (3) days following deposit in United States registered or certified mail, postage prepaid, and return receipt requested, addressed to the Parties as set forth below. Any party may change its address for notices by giving written notice to the other Parties in the manner set forth above.

To Parcel 1 Owner: City of Grand Rapids, Minnesota
420 N. Pokegama Ave.
Grand Rapids, MN 55744

Attn: Matt Wegworth

To Parcel 2 Owner: City of Grand Rapids
420 N. Pokegema Ave.
Grand Rapids, MN 55744
Attn: Matt Wegworth

Itasca County, Minnesota
Itasca County Land Department
1177 La Prairie Ave.
Grand Rapids, MN 55744
Attn: Cindy Shevich

To Parcel 4 Owner: Grand Rapids – Itasca County Airport Commission
c/o City of Grand Rapids
420 N. Pokegema Ave.
Grand Rapids, MN 55744
Attn: Matt Wegworth

To Easement Parcel Grantor:

City of Grand Rapids
420 N. Pokegema Ave.
Grand Rapids, MN 55744
Attn: Matt Wegworth

To Grantee: Minnesota Power, a division of ALLETE, Inc.
30 West Superior Street
Duluth, Minnesota 55802
Attn: Real Estate Services

With a Copy To: Sheppard, Mullin, Richter and Hampton, LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-4092
Attention: Tony Toronto

24. This Agreement, including all recitals and exhibits hereto, constitutes the entire agreement between the parties with respect to the subject matter of this Agreement, and supersedes any prior or contemporaneous understandings, negotiations, representations, promises, and agreements, oral or written, by or between the Parties, with respect to the subject matter of this Agreement. No representations, inducements, promises, or agreements have been

made in connection with this Agreement by any party, or anyone acting on behalf of any party, other than those expressly set forth in this Agreement.

25. Except as provided in Section 30, this Agreement may be amended, modified or supplemented only by a written agreement executed by Grantor and Grantee, with a copy of the same being delivered to the Lessee. Any failure by either party to pay, perform, observe, satisfy or comply with any obligation, covenant, condition or term in this Agreement may be expressly waived only by a written agreement executed by the non-failing party, and any such waiver shall not operate as a waiver of any subsequent failure to pay, perform, observe, satisfy or comply with the same or any other obligation, covenant, condition or term.

26. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota.

27. If any term or provision of this Agreement is ever determined to be invalid or unenforceable for any reason, that term or provision shall be severed from this Agreement without affecting the validity or enforceability of the remainder of this Agreement.

28. This Agreement may be executed in counterparts, each of which shall constitute an original and all of which, when taken together, shall constitute one and the same instrument.

29. This Agreement shall become effective only when fully executed, and acknowledged and delivered by Grantor and Grantee and acknowledged by Lessee.

30. Grantee hereby acknowledges and agrees that the easements and rights granted hereunder shall at all times be subject and subordinate in each and every respect to the Lease, as the same may be amended, modified, renewed, restated and supplemented from time to time. Grantee acknowledges and agrees that, in utilizing the easements and exercising the rights granted under this Agreement, Grantee shall not encumber, disturb or otherwise interfere with Lessee's rights in and to the Easement Fee Parcels, shall insure that Grantee's use of the Easement Fee Parcels shall be undertaken so as to minimize any interference in Lessee's use of the Easement Fee Parcels, and shall insure that Grantee's activities on the Easement Fee Parcels shall not interfere with the receipt of sunlight over the Easement Fee Parcels or impede or decrease the output or efficiency of the Lessee's solar Facility on the Easement Fee Parcels, except as approved in writing by the Lessee. Grantor, Grantee and Lessee each acknowledges and agrees that (a) Lessee is a third party beneficiary with respect to those rights and obligations under this Agreement related to Lessee and may enforce such provisions as if it were a party hereto, , and (b) the Agreement may be modified or amended at any time or from time to time, without notice to or the consent of Lessee; except to the extent any such modification or amendment could reasonably be expected to impact Lessee's rights or interests under the Lease or the subordinated nature of this Agreement.

[SIGNATURE PAGES FOLLOW]

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 1 OWNER:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 2 OWNER:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation,
as 50% tenant in common

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation, as 50% tenant in common.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 2 OWNER:

COUNTY OF ITASCA, MINNESOTA,
as 50% tenant in common

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the County of Itasca, Minnesota, as 50% tenant in common.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

PARCEL 4 OWNER:

GRAND RAPIDS – ITASCA COUNTY AIRPORT
COMMISSION

By: County of Itasca, Minnesota, its authorized
signatory

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____,
2021, by _____, as _____ of the County of Itasca,
Minnesota, as authorized signatory for Grand Rapids – Itasca County Airport Commission.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTOR:

EASEMENT PARCEL GRANTOR:

CITY OF GRAND RAPIDS,
a Minnesota municipal corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of the City of Grand Rapids, a Minnesota municipal corporation.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXECUTED on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

GRANTEE:

MINNESOTA POWER, a division of ALLETE,
Inc., a Minnesota corporation

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of Minnesota Power, a division of ALLETE, Inc., a Minnesota corporation.

WITNESS my hand and official seal.

Notary Public
My commission expires:

PREPARED BY AND
WHEN RECORDED MAIL TO:
Sheppard Mullin Richter & Hampton LLP
12275 El Camino Real, Suite 200
San Diego, CA 92130-2006
Attn: Tony Toranto, Esq.

ACKNOWLEDGEMENT AND AGREEMENT

The undersigned Lessee hereby acknowledges receipt of a copy of this Agreement and agrees to the provisions set forth in Recital B. and Section 30 hereof.

EXECUTED FOR THE LIMITED PURPOSES SET FORTH HEREIN, on the date appearing in the acknowledgement below, however, to be effective as of the Effective Date.

LESSEE:

USS ITASCA CLEAN ENERGY, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF MINNESOTA)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2021, by _____, as _____ of USS Itasca Clean Energy, LLC, a Delaware limited liability company, on behalf of the company.

WITNESS my hand and official seal.

Notary Public
My commission expires:

EXHIBIT A-1

Grantor Property – Parcel 1 Property

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

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

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

EXHIBIT A-2

Grantor Property – Parcel 2 Property

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

The North Quarter (N 1 /4) of the Southwest Quarter of the Northeast Quarter (SW1 /4 of NE1/4), of Section Thirty-three (33), Township Fifty-five (55) North, Range Twenty-five (25), West of the 4th P.M., LESS the East Four Hundred Ten feet (E 410') thereof; Itasca County, Minnesota.

EXHIBIT A-3

Grantor Property – Parcel 4 Property

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

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

EXHIBIT A-4

Grantor Property – Existing Easement Property

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT B-1

Description of Access Easement

Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing southerly 35.53 feet, along the southerly extension of last described tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 33 degrees 55 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds East 30.66 feet; thence South 82 degrees 10 minutes 22 seconds West 12.00 feet; thence North 07 degrees 49 minutes 38 seconds West 29.96 feet; thence northwesterly 40.94 feet along a tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 33 degrees 30 minutes 43 seconds to the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along said north line 34.14 feet to the Point of Beginning and easement there terminating.

Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential

curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 71.18 feet; thence North 06 degrees 29 minutes 39 seconds West 26.00 feet; thence North 83 degrees 30 minutes 21 seconds East 73.51 feet to said West line of the East 410.00 feet; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 26.10 feet to the Point of Beginning and there terminating.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 5.87 feet; thence North 83 degrees 30 minutes 21 seconds East to the intersection with the westerly right of way line of Airport Road and the POINT OF BEGINNING of the easement to be described; thence South 83 degrees 30 minutes 21 seconds West 199.34 feet; thence southerly 60.11 feet along a tangential curve concave to the southeast having a radius of 60.00 feet and a central angle of 57 degrees 24 minutes 15 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 89 degrees 40 minutes 48 seconds West, not tangent to last said curve, 34.14 feet, along last said south line; thence northwesterly 67.38 feet along a non-tangential curve concave to the southwest having a radius of 70.00 feet and a central angle of 55 degrees 09 minutes 18 seconds; thence South 83 degrees 30 minutes 21 seconds West, tangent to last said curve 19.62 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West 26.10 feet, along last said west line; thence North 83 degrees 30 minutes 21 seconds East 361.44 feet to the westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along said westerly right of way line 32.13 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT B-2

Depiction of Access Easement

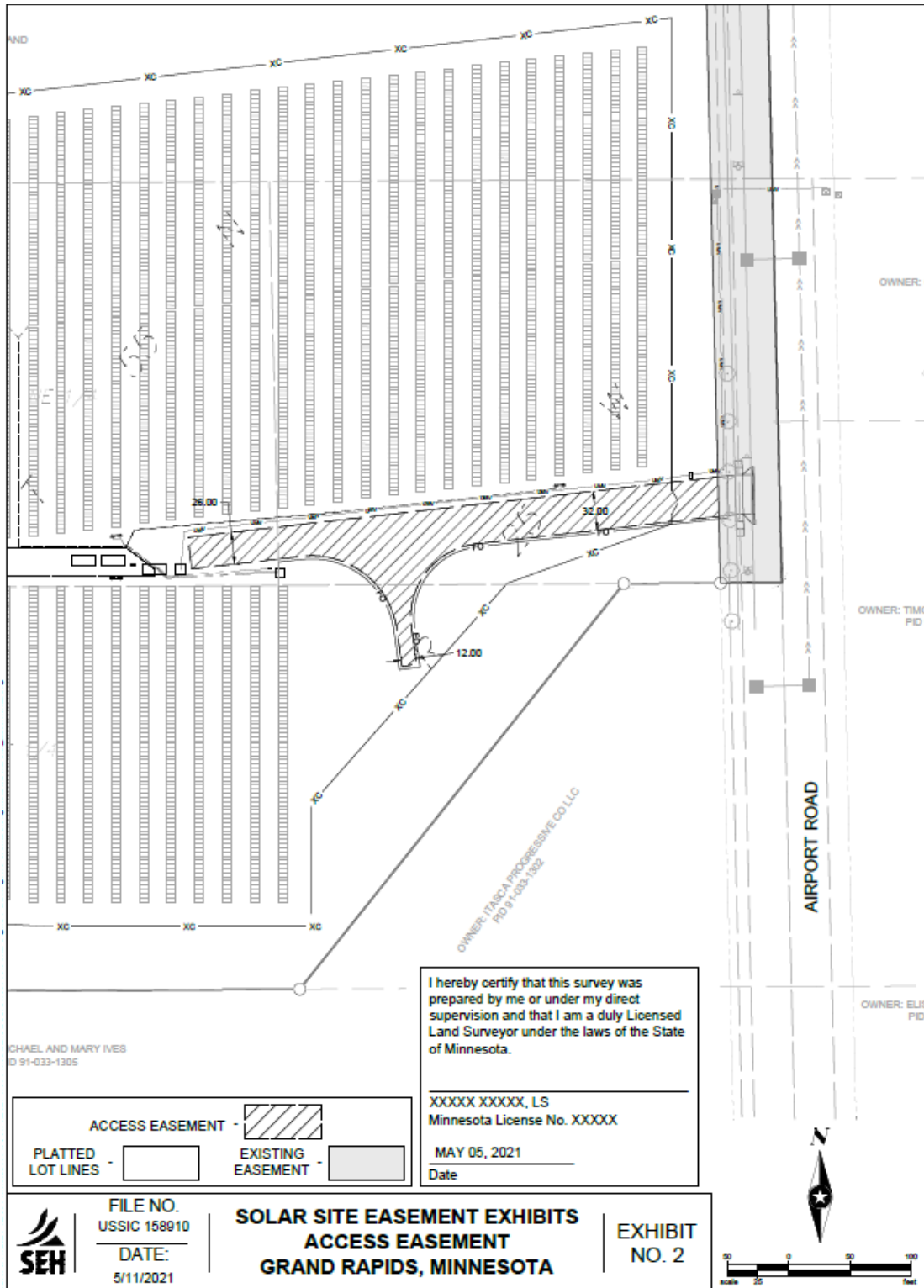


EXHIBIT C-1

Description of Distribution Easement

Parcel 1:

That part of the South Half of the North Half of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and left of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the line to be described; thence continuing 35.77 feet along the extension of said tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 32 degrees 47 minutes 45 seconds; thence South 07 degrees 49 minutes 38 seconds West 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the north line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter and line there terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the North line of said South Half of the North Half of the Southwest Quarter of the Northeast Quarter.

Parcel 2:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees

33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter to the POINT OF BEGINNING of the easement to be described; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence South 83 degrees 33 minutes 33 seconds West 81.09 feet; thence South 5 degrees 07 minutes 41 seconds West 26.94 feet; thence North 90 degrees 00 minutes 00 seconds West 31.82 feet; thence South 00 degrees 00 minutes 00 seconds East 17.50 feet; thence North 90 degrees 00 minutes 00 seconds East 18.93 feet; thence South 46 degrees 37 minutes 11 seconds East 5.35 feet; thence North 86 degrees 48 minutes 37 seconds East 84.48 feet; thence South 00 degrees 00 minutes 00 seconds East 5.03 feet; thence North 90 degrees 00 minutes 00 seconds East 9.01 feet to the west line of said East 410.00 feet; thence North 01 degrees 22 minutes 26 seconds West along last said west line 23.74 feet; thence South 83 degrees 30 minutes 21 seconds West 4.96 feet; thence South 00 degrees 38 minutes 36 seconds East 3.17 feet; thence North 90 degrees 00 minutes 00 seconds West 3.55 feet; thence South 00 degrees 00 minutes 00 seconds East 1.69 feet; thence South 85 degrees 52 minutes 23 seconds West 66.20 feet; thence North 05 degrees 07 minutes 41 seconds East 25.87 feet; thence North 83 degrees 33 minutes 33 seconds East 72.05 feet to the Point of Beginning and there said easement terminating.

The sidelines of said easement are to be lengthened or shortened to terminate on the said west line of the East 410.00 feet of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Parcel 4:

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, which lies within 10.00 feet of and southerly of the following described line:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road and the POINT OF BEGINNING of the line to be described; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 63.70 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 58 degrees 23 minutes 57 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and there terminating.

The side lines of said easement are to be lengthened or shortened to terminating on the westerly right of way line of Airport Road and the south line of the North Quarter of the Southwest Quarter of the Northeast Quarter.

Together with

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet to the POINT OF BEGINNING of the easement to be described; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence North 01 degrees 22 minutes 26 seconds West, along last said right of way line 28.98 feet; thence South 81 degrees 52 minutes 18 seconds West 15.90 feet; thence South 00 degrees 00 minutes 00 seconds East 3.79 feet; thence North 90 degrees 00 minutes 00 seconds West 13.06 feet; thence North 00 degrees 00 minutes 00 seconds East 1.93 feet; thence South 81 degrees 52 minutes 18 seconds West 21.96 feet; thence South 83 degrees 59 minutes 39 seconds West 183.74 feet; thence South 83 degrees 33 minutes 33 seconds West 126.67 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 01 degrees 22 minutes 26 seconds West, along last said west line 10.04 feet; thence North 83 degrees 33 minutes 33 seconds East 125.82 feet; thence North 83 degrees 59 minutes 39 seconds East 183.59 feet; thence North 81 degrees 52 minutes 18 seconds East 23.20 feet; thence North 00 degrees 00 minutes 00 seconds East 2.97 feet; thence North 90 degrees 00 minutes 00 seconds East 13.06 feet; thence South 00 degrees 00 minutes 00 seconds East 1.11 feet; thence North 81 degrees 52 minutes 18 seconds East 15.65 feet to said westerly right of way line of Airport Road; thence South 01 degrees 22 minutes 26 seconds East, along last said right of way line, 10.07 feet to the Point of Beginning and easement there terminating.

Together With

That part of the North Quarter of the Southwest Quarter of the Northeast Quarter of Section 33, Township 55 North, Range 25 West, Itasca County, Minnesota, described as follows:

Commencing at the northeast corner of the Northwest Quarter of said Northeast Quarter; thence on an assigned bearing of South 01 degree 22 minutes 26 seconds East, along the east line of said Northwest Quarter of the Northeast Quarter and the said Southwest Quarter of the Northeast Quarter, 1601.16 feet; thence South 88 degrees 37 minutes 34 seconds West 83.71 feet; thence North 00 degrees 00 minutes 21 seconds West 8.78 feet; thence North 83 degrees 22 minutes 03 seconds East 33.64 feet to the westerly right of way line of Airport Road; thence South 83 degrees 22 minutes 03 West 199.76 feet; thence southerly 99.48 feet along a tangential curve concave to the southeast having a radius of 62.50 feet and a central angle of 91 degrees 11 minutes 42 seconds; thence South 07 degrees 49 minutes 38 seconds East 28.16 feet; thence South 82 degrees 10 minutes 22 seconds West 7.04 feet; thence North 07 degrees 45 minutes 03 seconds West 27.46 feet; thence northwesterly 40.26 feet along a tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 31 degrees 49 minutes 03 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter and the POINT OF BEGINNING of the easement to be described; thence continuing northwesterly 71.94 feet along the extension of last described tangential curve concave to the southwest having a radius of 72.50 feet and a central angle of 56 degrees 51 minutes 07 seconds; thence South 83 degrees 30 minutes 21 seconds West 19.40 feet to the west line of the East 410.00 feet of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence South 01 degrees 22 minutes 26 seconds East, along last said west line 23.74 feet; thence North 90 degrees 00 minutes 00 seconds East 10.99

feet; thence North 00 degrees 00 minutes 00 seconds East 14.99 feet; thence North 83 degrees 30 minutes 21 seconds East 8.90 feet; thence southerly 53.30 feet along a tangential curve concave to the southwest having a radius of 62.50 feet and a central angle of 48 degrees 51 minutes 40 seconds to the south line of said North Quarter of the Southwest Quarter of the Northeast Quarter; thence North 89 degrees 40 minutes 48 seconds East, along last said south line 13.71 feet to the Point of Beginning and there terminating.

Existing Easement:

A 50.00 foot wide permanent easement for construction of street and public utilities, over, under and across the East Fifty feet (E. 50') of the Grantors above described property.

EXHIBIT D

Insurance Requirements

Compensation Insurance in compliance with the statutory requirements of the state of operation, and Employer's Liability Insurance in the amount of \$1,000,000 each accident/disease/policy limit. Grantee shall be allowed to self-insure its Workers' Compensation obligation if it is an approved self-insurer in the state where the Grantee's Facilities are located.

Commercial General Liability Insurance including Contractual Liability Coverage, covering liability assumed under this Agreement, Products/Completed Operations Coverage, Broad Form Property Liability Coverage, and Personal Injury Coverage in the amount of \$2,000,000 combined single limit for Bodily Injury and Property Damage and a \$4,000,000 general aggregate limit. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

Commercial Automobile Liability Insurance covering all owned, hired, leased, and non-owned vehicles, for Bodily Injury Liability and Property damage, a combined single limit of not less than \$1,000,000. This requirement may be satisfied through self-insurance, an excess liability or umbrella liability policy or any combination of the forgoing.

Excess Liability Coverage with limits of not less than \$5,000,000 each occurrence, and applying excess of the primary Commercial General Liability, Auto Liability and Employers Liability policies. Coverage shall be on a form that is at least as broad as the underlying policies it follows.

(a) Grantee's insurance policies, excluding Workers Compensation, shall include Grantor as an additional insured as its interests may appear under this Agreement. All of Grantee's policies of insurance shall be primary insurance and non-contributing with any other insurance maintained by Grantor and shall provide for a Waiver of Subrogation in favor of Grantor. Upon receipt from its insurer, Grantee will use its best efforts to provide Grantor with thirty (30) days' prior Notice of cancellation. Grantee shall provide Grantor with Certificates of Insurance issued to Grantee evidencing coverage currently in effect upon execution of this Agreement, and within thirty (30) days after each of Grantee's policy renewals thereafter for the duration of this Agreement.

(b) Grantee shall be fully responsible for any deductible or self-insured retention amounts contained in its insurance program or for any deficiencies in the amounts of insurance maintained.

(c) Liability coverage limits may be satisfied through a combination of both primary and or excess liability or umbrella liability limits.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1793

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Sale of Certain Portions of Tax-Forfeit Land to MN DOT for State Hwy 1 Improvement Project

BOARD ACTION REQUESTED:

Approve direct sale of tax-forfeited land, described and shown on the attachments, to the Minnesota Department of Transportation for the appraised value of \$7,700.00 plus customary closing costs.

BACKGROUND:

MN DOT is currently improving State Highway 1. They have requested portions of 3 tax-forfeited parcels. Conveyance will occur via Release Deed whereby the properties are released from the Tax-Forfeited Trust but remain under State ownership. This form of conveyance is used when a State agency acquires tax-forfeited property. This allows the Tax-Forfeited Trust to receive market value for the land and for the State to simply release the land from the Tax-Forfeited Trust.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. MN DOT ROW Plat 31-202

09/21/2021

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 09/28/2021 2:30 PM
----------------	--------------------------------	---------------------------------

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

RESOLUTION

RE: SALE OF TAX-FORFEITED LAND TO THE STATE OF MINNESOTA

WHEREAS, the State of Minnesota has requested purchase of tax-forfeited land located within Government Lot 4 and the Southeast Quarter of the Southwest Quarter of Section 30 and the Northeast Quarter of the Northwest Quarter of Section 31, all in Township 62 North, Range 22 West for the sum of \$7,700.00 plus all associated costs and

WHEREAS, Minnesota Statute 282.01, Subd. 1a, par (c) allows a tax-forfeited land to be released from trust in favor of the taxing districts to a state agency.

WHEREAS, Minnesota Department of Transportation is currently improving State Highway 1. The State has requested portions of 3 tax-forfeited parcels for the improvement of the Highway Right of Way.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board approves sale of that part of the above described property shown as Parcel 90 on Minnesota Department of Transportation Right of Way Plat Numbered 31-202 to the State of Minnesota, Department of Transportation for the sum of \$7,700.00 plus all associated costs, for highway right of way purposes.

MINNESOTA DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY PLAT NO. 31-202

CONTROL SECTION NO. 3101 (1=160) 905

IN GOVERNMENT LOT 4 OF SECTION 30, T.62 N., R.22 W.,
IN THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 30, T.62 N., R.22 W.,
IN GOVERNMENT LOT 1 OF SECTION 31, T.62 N., R.22 W.,
IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 31, T.62 N., R.22 W.,
IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 25, T.62 N., R.23 W.,
IN THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 36, T.62 N., R.23 W.,
ITASCA COUNTY, MINNESOTA

THE COMMISSIONER OF TRANSPORTATION IS HEREBY DESIGNATING THE DEFINITE LOCATION OF TRUNK HIGHWAY NO. 1 FROM 1.25 MILES EAST OF THE JUNCTION WITH COUNTY ROAD 542 AND COUNTY ROAD 560 TO 2.25 MILES EAST OF THE JUNCTION WITH COUNTY ROAD 542 AND COUNTY ROAD 550

as shown on this plat prepared by the State of Minnesota Department of Transportation is hereby certified as the official plat of that portion of said T.H. No. 1 within the designated portion of Sections 25, 30, 31 and 36 and the Commissioner's Order therefor, pursuant to Minnesota Statutes, Section 160.085, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18.

It is further ordered that the Commissioner of Transportation's Orders covering any existing right of way, outside of the plat boundary, shall remain in full force and effect until such time the existing right of way Orders are rescinded.

It is further ordered that it is necessary to acquire all trees, shrubs, grass and herbage within the right of way of said Trunk Highway, and to keep and have the exclusive control of the same.

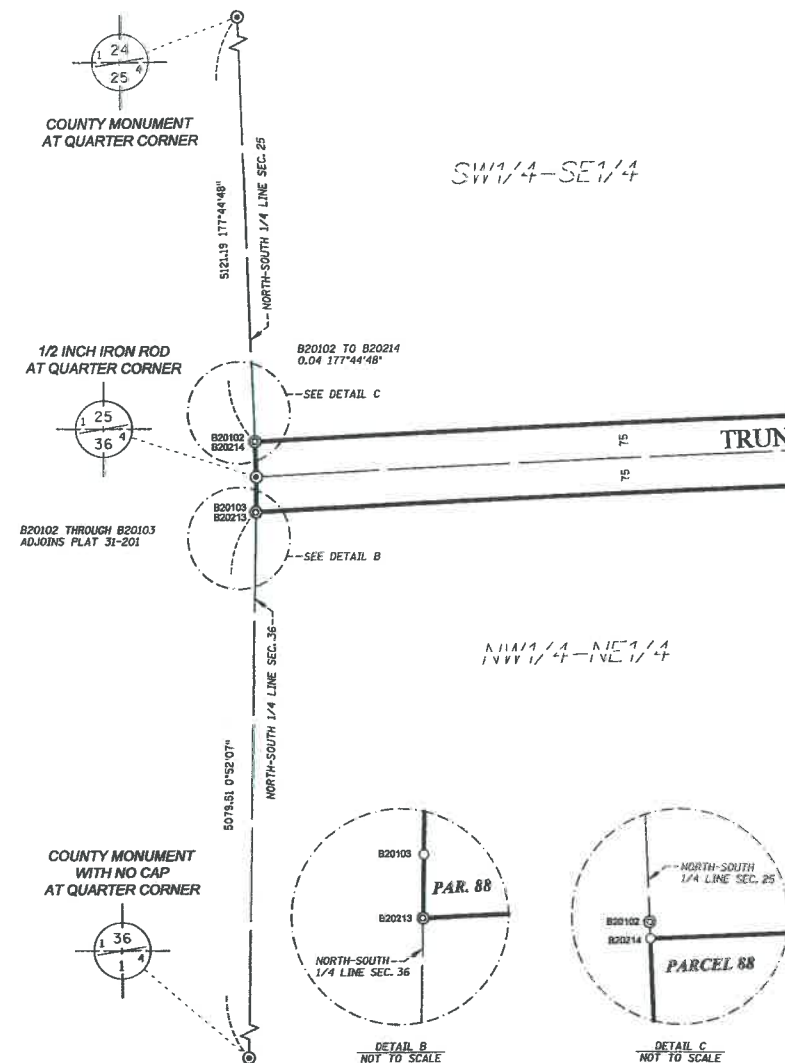
Commissioner's Order No. 99160 Location Plat 31-202 Nature of Interest: Definite location and width

Certified: Margaret Anderson, Kalihua
Commissioner of Transportation

by Peter W. Jenkins
Assistant Director, Office of Land Management

I hereby certify that this plat was surveyed and prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the Laws of the State of Minnesota; that all measurements are correctly shown on this plat; that the parcel(s) are correctly delineated on this plat; that the proposed right of way boundary lines are correctly designated on this plat; that Certificates of Location for the Public Land Survey Corner monuments as shown on this plat have been or will be filed in accordance with Minnesota Statute 381.12; and that this plat meets the requirements of Minnesota Statutes, Section 160.085, Section 160.14 subd. 1, Section 161.16 subd. 2, and Section 161.18.

Certified: by Kevin M. Sutherland License No. 50807 Date 5-18-2021
MNDOT District Office



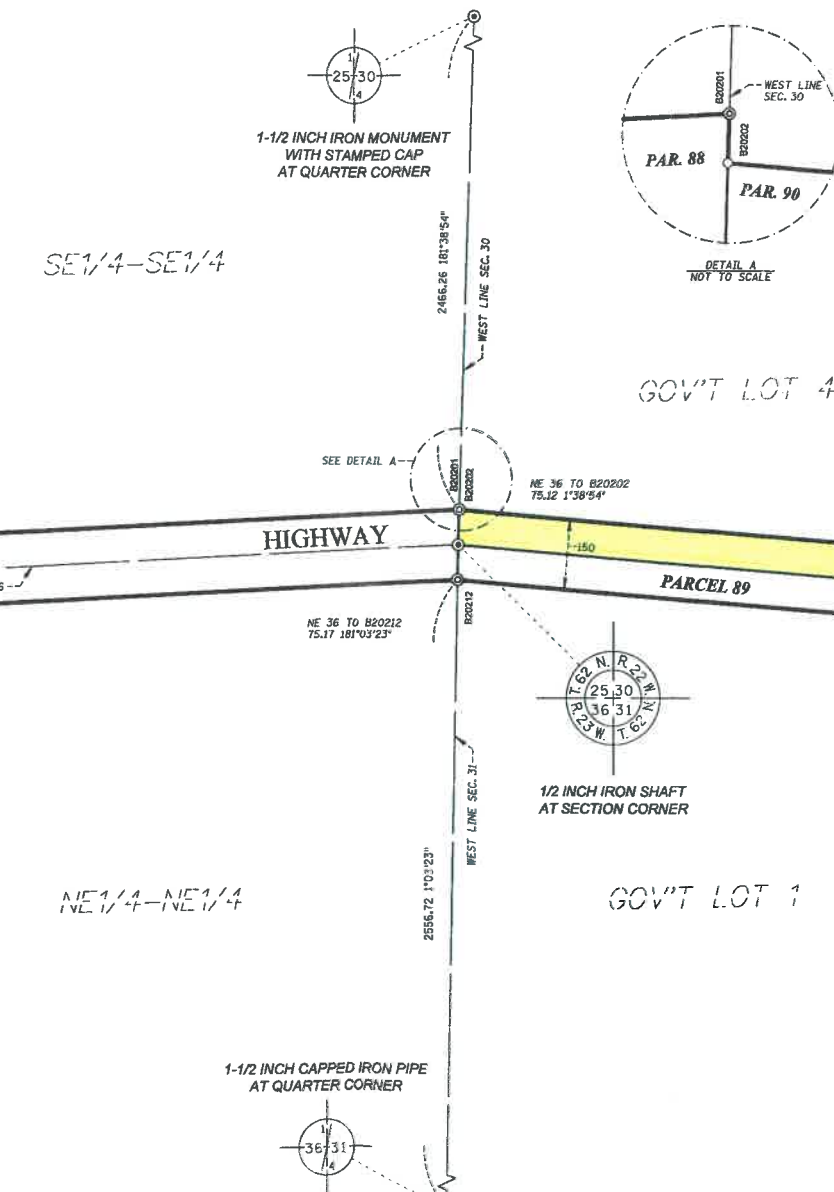
- NOTES:
1. Azimuths are based on the Minnesota County Coordinate System assuming 0 degrees 0 minutes 0 seconds for Grid North and all distances are horizontal lengths.
 2. Distances are shown in U.S. Survey Feet.
 3. Boundary monuments will be set following substantial completion of the project.
 4. Positional tolerance for boundary monuments as shown on this plat are plus or minus 0.10 feet.
 5. Any Public Land Survey Corner monument shown on this plat, if obliterated by construction, will be perpetuated per Minnesota Statute 160.15.
 6. Owners names are for reference only and are subject to change.
 7. All parcels shown on this plat may or may not have been acquired by the State of Minnesota. Check pertinent documents for each parcel to verify.
 8. Temporary Order (T.O.) gives the State of Minnesota all rights, title, easements, and appurtenances that are held by a political subdivision until the date said Temporary Order expires.
 9. For details of the survey contact the Minnesota Department of Transportation Duluth office.

RIGHT OF WAY IN SECTION 25 AND SECTION 36						
PARCEL	OWNER	LOCATION	NEW T.H. R/W	TEMPORARY EASEMENT		PERMANENT R/W INTEREST
			ACRES MORE OR LESS	ACRES MORE OR LESS	EXPIRES	
88	STATE OF MINNESOTA	S1/2 SE1/4, SECTION 25 N1/2 NE1/4, SECTION 36	9.12			EASEMENT

NOTE: FOR BALANCE OF PARCEL 88 SEE PLAT 31-201

RIGHT OF WAY IN SECTION 30 AND SECTION 31						
PARCEL	OWNER	LOCATION	NEW T.H. R/W	TEMPORARY EASEMENT		PERMANENT R/W INTEREST
			ACRES MORE OR LESS	ACRES MORE OR LESS	EXPIRES	
90	STATE OF MINNESOTA	GOVT LOT 4, SECTION 30 SE1/4 SW1/4, SECTION 30 NE1/4 NW1/4, SECTION 31	6.34			FEE

RIGHT OF WAY IN SECTION 31						
PARCEL	OWNER	LOCATION	NEW T.H. R/W	TEMPORARY EASEMENT		PERMANENT R/W INTEREST
			ACRES MORE OR LESS	ACRES MORE OR LESS	EXPIRES	
89	D. DAVID GILBERT	GOVT LOT 1	1.97			FEE



CONVENTIONAL SYMBOLS	
Cast Iron Monument	2" x 2" D.O.T. Iron Tube with Cap
Section Line	3/4" D.O.T. Rebar with Cap
Quarter Line	Concrete or Stone Monument
Sidewidth Line	Other Iron Monument
Parcel Line	Boundary Corner
R/W Boundary	Temporary Easement
Existing D.O.T. R/W	Temporary Orders in Road
Railroad R/W	Underlying Line
Centerline/Acquisition Line	Survey Line
	Existing Access Control
	Access Control to be Acquired
	Private Easement
	D.O.T. Specific Interest

PLAT BOUNDARY DATA			
FROM	TO	DISTANCE(FT)	AZIMUTH
B20201	B20202	0.11	181°38'54"
B20202	B20203	1554.07	94°55'31"
B20203	B20204	C 272.10	110°55'32"
A 275.66	R 493.57	DEL 32°00'01"	RT
B20204	B20205	C 8.18	127°24'00"
A 8.18	R 493.57	DEL 0°56'56"	RT
B20205	B20206	372.34	127°52'28"
B20206	B20207	C 198.36	121°12'21"
A 198.81	R 854.10	DEL 13°20'13"	LT
B20207	B20208	162.53	179°52'31"
B20208	B20209	C 300.47	299°16'10"
A 301.60	R 1004.10	DEL 17°12'36"	RT
B20209	B20210	372.34	307°52'28"
B20210	B20211	C 194.87	291°24'00"
A 197.58	R 343.57	DEL 32°56'57"	LT
B20211	B20212	1544.70	274°55'31"
B20212	B20213	2648.31	267°11'27"
B20213	B20103	0.14	0°52'07"
B20103	N1/4 36	75.02	0°52'07"
N1/4 36	B20214	75.00	357°44'48"
B20214	B20201	2653.68	87°11'27"

ITASCA COUNTY COORDINATES
NORTH ZONE
X=631034.084
Y=217756.302
NAD 83(2011 ADJ.)

COUNTY MONUMENT
IN ROCK MOUND
AT QUARTER CORNER

B20207 THROUGH B20208
ADJAINS PLAT 31-203

1-1/2 INCH CAPPED IRON PIPE
AT QUARTER CORNER

OFFICE OF COUNTY RECORDER
ITASCA COUNTY, MINNESOTA

I HEREBY CERTIFY THAT THIS PLAT WAS FILED IN
THIS OFFICE FOR PUBLIC RECORD ON THIS 12
DAY OF JULY, 2021, AT 3:50 PM.
AND WAS DULY RECORDED AS DOCUMENT NO.
A000754175

COUNTY RECORDER

PLAT NO. 31-202

99160



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1405

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, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1802

DEPARTMENT: Human Resources

PRESENTER: Brett Skyles

TIME REQUESTED: < 5 Minutes

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:

- Congratulations to Chris Peterson who was promoted from Corrections Deputy, Sheriff Department to Deputy Sheriff/ Road Deputy with Sheriff Department effective September 19, 2021.
- Welcome new employee, Leah Huso, Health Plan Compliance Coordinator, IMCare, Health & Human Services department effective September 20, 2021.
- Welcome new employee, Samantha Lovig, Human Resources Assistant, HR department effective September 27, 2021.
- Congratulations to Lisa Arnold who was promoted from Data/Project Coordinator, IMCare Division to Social Worker – Home & Community-Based Services, Public Health Division, Health & Human Services Department effective September 19, 2021.
- Congratulations to Adam Rabey who transferred from Workcrew Foreman, Probation Department to Corrections Deputy, Sheriff Department effective September 19, 2021.
- Farewell to Amy Chuk whose last day as Administrative Support, Probation Department will be October 1, 2021 after 6+ years of service.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1256

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of October 1, 2021 in the amount \$1,810,813.41.

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, Leo Trunt, Burl Ives, Ben DeNucci
ABSENT:	Terry Snyder



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1245

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 September 2021, in the amount of \$1,142,560.02.

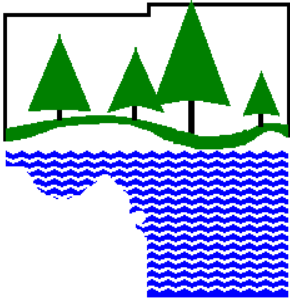
BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - September 2021

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



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

September 2021

Income Maint/Admin Payments	\$ 219,282.36
Social Services - Waivers	\$ 5,419.74
Social Services - Non-Waivers	\$ 525,429.24
Foster Care/Out of Home/FamilySupport	\$ 351,501.34
Relative Custoday/Preventive Placement Costs/Incidentals	\$ 14,392.56
Public Health	\$ 18,203.82
Community Health Board	\$ 8,330.96
Total	\$ 1,142,560.02

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.

September 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	351,501.34	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	3,392,811.00	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	42	29	69%	8	28%
October					
November					
December					
	388	259	68%	73	28%
	average			average	

September 2021
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
Go Forward Group Home	-	\$245/day	\$ 76,930
The Bridge Residential Facility	-	\$250/day	\$ 51,210
Northwestern MN Juvenile	-	\$200-\$340/day	\$ 49,197
Snyders/Foundation for Life	-	\$122/day	\$ 30,463
Northwood	-	\$294-\$331/day	\$ 11,481
West Central Juvenile Center	-	\$334/day	\$ 10,354
Heartland Girls Ranch	-	\$249 - \$316/day	\$ 7,031
Village Ranch	-	\$175 - \$231/day	\$ 6,065
Kindred Family Focus	-		\$ 4,844
Northstar	-	\$128/day	\$ 2,940
Lutheran Social Services	-	\$148-\$194/day	\$ 2,698
North Homes	-	\$175 - \$365/day	\$ 2,192
Lighthouse	-	\$128/day	\$ 1,120
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Bar None	-	\$475/day	\$ -
Dakota County Juvenile Serv	-	\$170 - \$ 291/day	\$ -
Fond Du Lac Foster Care	-		\$ -
Healing Foundations	-	\$375.77/day	\$ -
Itaskin Juvenile Center	-	\$175 - \$328/day	\$ -
Kidspeace Corp	-	\$266/day	\$ -
Little Sand Group Home	-	\$240/day	\$ -
MCF - Redwing	-	\$215/day	\$ -
Mille Lacs Academy	-	\$334 - \$403/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	\$ 94,975
Total			\$ 351,501

*Individuals : Includes Foster Care & Family Support Programs



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1741

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 9-28-2021

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, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1803

DEPARTMENT: Health & Human Services

TIME REQUESTED: 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Approve Purchase of Service with ISD 317 Anishinaabe Education for Whole Families Grant

BOARD ACTION REQUESTED:

Approve Purchase of Service between ISD 317 Anishinaabe Education and Itasca County Public Health for Whole Families Grant.

BACKGROUND:

Itasca County Public Health received Bush Foundation grant in early 2019 to explore Itasca and tribal family's experiences with the judicial, CPS, and social services systems and identify successes and barriers contributing to their outcomes with exploration of a whole families approach to work within these systems. The grant team is at the point of information gathering from our families within the Leech Lake Band of Ojibwe to learn more about their experiences. We are purchasing this service from our partners with previously identified relationships with families, utilizing a culturally sensitive approach, to gather information as part of this grant work.

COUNTY ATTORNEY REVIEW: NA

SUPPORTING DOCUMENTATION:

1. ISD 317 POS Agreement 2021

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

ITASCA COUNTY HEALTH & HUMAN SERVICES
Itasca County Public Health
1209 SE 2nd Avenue
Grand Rapids, MN 55744

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES/ITASCA COUNTY PUBLIC HEALTH (ICPH), 1209 SE 2nd Avenue, Grand Rapids, MN 55744, hereafter referred to as the “Agency”, and ISD 317, Anishinaabe Education, hereafter referred to as the “Contractor”, enter into this Agreement for the period from 10-1-2021 THROUGH 01-31-2022.

WITNESSETH

WHEREAS, the Contractor is a vendor certified by the Agency, Itasca Health & Human Services/Itasca Public Health, to provide interviews and information gathering for Whole Families Initiative; and

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

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

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

I. CONTRACT GENERAL

A. Contractor’s Duties:

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

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

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;
2. (When applicable) Contractor certifies that s/he has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, Section 363.073 (1982). This section shall not apply if the grant is for less than \$50,000, and the Contractor has employed 20 or less full-time employees during the previous 12 months.

F. Fair Hearing and Grievance Procedures:

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

G. Conditions of the Parties' Obligations:

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

H. Subcontracting:

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

Agreement. The Contractor shall be responsible for the performance of any subcontractor.

I. Contractor Interested in Agreement:

1. No county official, or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.
2. Contractor is an independent Contractor for purposes of all laws, including but not limited to Minn. Stat. 176 (Worker's Compensation Laws), Minn. Stat. 177.43 (Fair Labor Standards Act) and Minn. Stat. 268 (Unemployment Compensation Laws). Contractor agrees that it/I am an independent Contractor and not a "public employee" as the latter is defined in Minn. Stat. 179A (Public Employment Labor Relations Act). No tenure or any rights or benefits including worker's compensation, unemployment insurance, medical care, sick leave, vacation leave, severance pay, PERA, or other benefits available to county employees shall accrue to the Contractor or employees of the Contractor performing services under this Agreement.

J. Assurance of Compliance with Federal and State Requirements.

1. Contractor assures that s/he will comply in every respect with all applicable Federal and State laws pertaining to human rights.
2. In accordance with the above, Contractor hereby agrees to comply with all applicable Federal and State laws, rules, and regulations relating to non-discrimination and affirmative action.
3. Contractor assures that s/he will comply in every aspect with the Health Insurance Portability & Accountability Act (HIPAA), 42 CFR Parts 160 and 164.

K. Miscellaneous:

1. Entire Agreement: It is understood and agreed that the entire Agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the Contractor and any county social services agency relating to the subject matter hereof.

2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement.

II. Contract Specific

A. General Provisions

1. ICPH maintains ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its grant agreement with the Bush Foundation.
2. The delegated activities or obligations, and related reporting responsibilities are specified in the Delegation Agreement, incorporated into this contract.
3. The contractor agrees to perform any delegated activities and reporting responsibilities in compliance with Bush Foundation grant agreement obligations.
4. The contractor shall comply with 42 CFR §438.3(k) and 42 CFR 434, Subpart A.
5. The contractor agrees to the revocation of delegation or imposition of other sanctions if performance is inadequate.

B. Contractor's Duties

1. The Agency agrees to purchase, and the Contractor agrees to furnish the services described in Exhibit A and according to the Delegation Agreement.

C. Monitoring and Evaluation:

1. Performance of the Contractor will be monitored in accordance with outcomes.

D. Payment for Purchased Services:

1. The Agency shall, within 30 days of the end of each month make payment to the Contractor per agreed contract rates of **\$35 per hour**. Contractor will invoice hours worked and description of services every month by the 7th day to ICPH.

E. Recording Requirements or Accountability:

1. The Contractor agrees to maintain records and these records belong to the Agency.

F. Audit and Record Disclosures:

1. The Contractor Shall:
 - a. Make available financial and statistical reports to the Agency in regard to services described the Delegation Agreement.

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

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies. Such bond shall be in the amount of \$ NA .
2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;
 - a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or
 - b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken or is furnishing the care and service called for under this Agreement.
3. Insurance: To procure and maintain professional liability insurance consistent with amount determined by Itasca County. Contractors shall provide a certificate of such insurance to ICPH, which documents the following minimum coverage amounts:
 - a. \$1,500,000 when the claim is one for death by wrongful act or omission and \$1,500,000 to any claimant in any other case; and
 - b. \$3,000,000 aggregate for any number of claims arising out of a single occurrence for the protection of the County of Itasca.
4. The Contractor certifies that s/he is in compliance with the workers' compensation insurance requirements of Minnesota Statutes, Section 176.181, and subdivision 2.

BY _____
Kelly Chandler, Division Manager
Itasca County Public Health

DATED _____

BY _____
Chairperson,
Itasca County Board

DATED _____

BY _____
ISD 317 Representative

DATED _____

Exhibit A
Itasca County Public Health

ISD 317, Anishinaabe Education will:

1. Provide interviews and information gathering for Whole Families Initiative to 15-20 Leech Lake Band of Ojibwe families involved with the justice and/or child and family protective services systems to learn about family experiences utilizing guidance document provided by Whole Families Team.
2. Identify key themes emerging from these interviews to the Whole Families Core Team.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1234

DEPARTMENT: Health & Human Services

TIME REQUESTED: 15 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. Q2 2021 Compliance Program Report

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Q1 2021 Compliance Program
Report to the Itasca County Board of Commissioners
September 24, 2021

Purpose

Reporting to the governing body is a crucial element of an effective compliance program. This allows the board to exercise due diligence and to conduct proper and effective oversight. Reporting should also help commissioners remain aware of internal risks and industry compliance risks so they can develop risk control strategies and remain proactive in the long term.

Executive Summary

IMCare continued to work to increase internal awareness of reportable compliance and fraud, waste and abuse issues to the Contract Compliance Officer and/or Health Plan Compliance Coordinator.

The contract with the Minnesota Department of Human Services (DHS) requires IMCare to maintain a Surveillance Integrity Unit (SIU). The Compliance Coordinator is the lead investigator of the SIU. The Compliance Coordinator position was filled January 4, 2021. The Health Plan Compliance Coordinator, IMCare Director and Contract Compliance Officer have been working to enhance IMCare's Integrity Plan as it relates to Fraud, Waste and Abuse and meet the requirements of the current Corrective Action Plan (CAP) with the Minnesota Department of Human Services (DHS) Surveillance and Integrity Review Services (SIRS) for the recent Performance Audit.

Training and Education

IMCare is required to provide training to all employees and contracted/appointed individuals at initial hire/contract/appointment and annually thereafter. IMCare uses the KnowBe4 computer-based training program to deliver and track training. The training includes:

- IMCare Standards of Conduct
- IMCare Compliance Plan and Related Policies and Procedures
- Compliance Training
- Fraud, Waste and Abuse Training
- Conflict of Interest Reporting
- Security Awareness Training

Annual training was rolled out in early November 2020 via KnowBe4. IMCare is continuing to track completion of training.

There are three outstanding individuals who have not completed the training.

The Itasca County Board of Commissioners approved the 2021 Compliance Plan, Standards of Conduct and Related Policies and Procedures. Training for 2021 will be implemented soon.

Enforcement and Sanction Screening

IMCare cannot use Medicare, Medicaid or State funds to pay for services provided by excluded or sanctioned parties. IMCare is required to screen all vendors, providers and facilities, including parties with ownership and control interest (typically non-licensed individuals), for exclusions and/or sanctions by federal or state authorities at initial credentialing and/or contracting and monthly thereafter. In addition, IMCare is required to screen all employees, contractors and board members at initial hire/appointment and monthly thereafter.

CVS|Caremark, IMCare's Pharmacy Benefit Manager, is subject to the screening requirements, as well, due to managing the IMCare pharmacy network. IMCare utilizes Streamline Verify to screen for exclusions or sanctions on prospective and current contracted or employed individuals. CVS|Caremark has their own internal process to screen the pharmacy network.

There were no matched parties in the sweeps for Q2 2021 by Streamline Verify or CVS|Caremark.

Hotline Activity

IMCare must have a confidential means for reporting compliance or fraud, waste and abuse issues that is available to members, providers, community members, etc. This is intended to reduce the potential for retaliation, which by law is against IMCare policy. IMCare maintains a unique toll-free number linked to the Contract Compliance Officer for this purpose versus using an outside vendor. The number is published in member marketing materials and the IMCare member and provider newsletters. IMCare has not received any specific calls in the past. In 2020, messaging was changed to include that any compliance or fraud, waste and abuse messages left will be subject to confidentiality, thus non-retaliation.

There were no calls received on the hotline for Q1 2020. IMCare will conduct a root cause analysis as to why there are no calls to the hotline. We may need to consider other options based on findings.

IMCare did receive one e-mail via the IMCare Office email posted on the website related to an IMCare provider for billing concerns. IMCare had already initiated an investigation into this provider; the reporter was encouraged to report to the provider's licensing board, as well.

Regulatory Oversight

IMCare was notified by the DHS Surveillance and Integrity Review Services (SIRS) department that they would be conducting a performance audit of IMCare's Integrity Program and Restricted Recipient Program (RRP) in late October. IMCare submitted the required document request for DHS to conduct a desk review in November. In early December, a virtual onsite audit was

conducted for file review, further clarification and discussion, and additional document request. SIRS will be taking all information under advisement and will issue a preliminary report with their findings in the first quarter of 2021.

IMCare has received the SIRS Performance Audit Final Report. The findings resulted in a corrective action plan. IMCare submitted the CAP and a CAP Work Plan to address all non-compliant findings. We are continuing to work to get the documents approved by DHS and have moved forward with program improvement.

Investigations

The IMCare compliance area conducts investigations on compliance and fraud, waste and abuse related issues. Investigations are initiated when an issue is identified (i.e., member's paying cash for controlled substances, provider upcoding, abnormal billing practices, member identified in focus study reviews, provider-reported member issues, etc.). IMCare's Q1 2021 investigations included:

- CVS|Caremark conducts routine audits on pharmacies located in the IMCare service area. The results of the routine audits for Q2 2021 are:
 - 3 claims from 3 different pharmacies were identified for "over billed quantity/days supply"
 - 3 claims from 3 different pharmacies were identified for "different drug than prescribed was billed"
- An IMCare member reported that he/she believed that a county jail illegally billed IMCare while he was incarcerated from 08/20/2020 through 01/26/2021. It was determined that the member was disenrolled from IMCare on 08/31/2020, and the county jail did not bill IMCare for any services from 08/20/2020 through 08/31/2020. Member was informed of the results of the investigation.
- Based on a Request for Information from the Medicaid Fraud Control Unit (MFCU) in the Minnesota Attorney General's Office, the Compliance Coordinator identified that IMCare had paid more than billed charges to a Substance Use Disorder (SUD) provider. The investigation is still in process.
- Based on routine monitoring of billed transportation correlating to a claim for a valid transport, records were requested from four transportation providers to verify billing. The investigation is complete; the IMCare Compliance Coordinator provided education regarding documentation requirements and informed these providers that we would be re-auditing later in 2021.
- IMCare's Medical Director conducted a retrospective review of claims related to the provision of drug Spravato. Review indicated that medication usage meets all required clinical elements. During the review it was determined that services being provided by one of the clinicians who was not credentialed with IMCare were being billed under a different clinician.
- Inappropriate billing of intensity rates & group treatment services. This investigation is ongoing.

IMCare may report instances to the SIRS unit at DHS if the issue cannot be resolved internally or if there is a lack of cooperation in the investigation.

IMCare reported 14 investigations/cases to DHS in the Q2 2021 reporting of fraud, waste, and abuse. IMCare did not refer any investigations directly to SIRS for further review/action.

There was \$1,288.63 recovered in overpayments to providers.

Adverse Actions Reporting

IMCare reports instances where providers/individuals/facilities are denied participation in IMCare to DHS. This reporting also includes individuals or facilities that are terminated or suspended from IMCare participation for cause (i.e., quality issues, member protections, etc.), or not for cause (voluntary termination, withdrawal of application, etc.); and payment withholds and termination actions taken by the SIRS unit and referred to IMCare.

IMCare reported 20 adverse actions against providers/facilities to DHS in the reporting of Q2 2021 Adverse Actions.

Restricted Recipient Program

The Restricted Recipient Program (RRP) is a member-based program to identify aberrant activity or actions. Placement in the program requires the member to choose designated providers for their primary care, hospital (affiliated with the primary care provider), and pharmacy. The member must use these providers for their services. If a member needs services their primary care provider cannot provide, the member must get approval and referral from their primary care provider prior to seeing them. If a member uses a provider that is not their designated provider, they risk having to pay for services out of pocket.

IMCare uses two focus studies to identify members for potential placement in the RRP. The controlled substance (CS) focus study identifies members who had four or more CS prescription fills during the previous month from more than one prescriber or more than one pharmacy. The Emergency Department (ED) focus study identifies members who had four or more ED visits since the beginning of the calendar year. The IMCare Managed Care Nurse (MCN) assigned to the identified members determines enrollment in the RRP. The MCN may provide education or send the member a warning letter of placement in the RRP prior to enrollment in the RRP, as appropriate.

There were 244 enrollees reviewed in the focus studies. There was one member identified for restriction in Q2 2021. Notice of Agency Action for Initial Placement in MRRP was sent 06/10/2021.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1801

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

2021 Community Connect Event

BOARD ACTION REQUESTED:

Receive information regarding the 2021 Community Connect Event.

BACKGROUND:

The 12th annual community connect event will be September 30th at the IRA Civic Center from 11 am - 5 pm.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1804

DEPARTMENT: University of Minnesota Extension **TIME REQUESTED:** 5 Minutes
PRESENTER: Rebecca Rasmussen

AGENDA ITEM:
4-H Week Proclamation

BOARD ACTION REQUESTED:
Adopt the Resolution Re: 4-H Week Proclamation, which proclaims October 3-9, 2021 as 4-H Week in Itasca County, as is celebrated nationwide.

BACKGROUND:
To recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

RESOLUTION 2021-58

RE: 4-H WEEK PROCLAMATION

WHEREAS, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS, 4-H has helped 356 youth in Itasca County to become confident, independent, resilient, and compassionate leaders; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing in hands-on projects in areas including health, science, agriculture, and citizenship; and

WHEREAS, National 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Itasca County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs, and visionaries.

NOW, THEREFORE, BE IT RESOLVED that we, the Itasca County Board of Commissioners, do hereby proclaim October 3–9, 2021 as National 4-H Week throughout Itasca County, and encourage all of our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

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

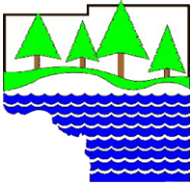
STATE OF MINNESOTA
Office of County Administrator
ss. County of Itasca

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 28th day of September 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 28th day of September A.D. 2021.

A handwritten signature in black ink, appearing to read "B. W. Smith", positioned above a horizontal line.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 22, 2020

RESOLUTION 2020-35

RE: 4-H WEEK PROCLAMATION

WHEREAS, 4-H is America's largest youth development organization, having supported almost six million youth across the country thus far; and

WHEREAS, 4-H has helped 356 youth in Itasca County to become confident, independent, resilient, and compassionate leaders; and

WHEREAS, 4-H is delivered by Cooperative Extension – a community of more than 100 public universities across the nation that provides experiences where young people learn by doing in hands-on projects in areas including health, science, agriculture, and citizenship; and

WHEREAS, National 4-H Week showcases the incredible experiences that 4-H offers young people, and highlights the remarkable 4-H youth in Itasca County who work each day to make a positive impact on those around them; and

WHEREAS, 4-H's network of 600,000 volunteers and 3,500 professionals provides caring and supportive mentoring to all 4-H'ers, helping them to grow into true leaders, entrepreneurs, and visionaries.

NOW, THEREFORE, BE IT RESOLVED that we, the Itasca County Board of Commissioners, do hereby proclaim October 4–10, 2020 as National 4-H Week throughout Itasca County, and encourage all of our citizens to recognize 4-H for the significant impact it has made and continues to make by empowering youth with the skills they need to lead for a lifetime.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 22nd day of September A.D. 2020 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 22nd day of September A.D. 2020.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1800

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

2022 Proposed Levy

BOARD ACTION REQUESTED:

Adopt the proposed tax levy for 2022; adopt the proposed unorganized fire levy as 3.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 13% of net tax capacity; and schedule a public meeting on Tuesday, December 7, 2021 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

BACKGROUND:

The meeting may be part of a regularly scheduled meeting but must occur after 6:00PM. (MS 275.065 Subd1, 1d).

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION: None

Motion To: Adopt the proposed tax levy for 2022 as \$41,266,142, a 0% increase over 2021; adopt the proposed unorganized fire levy as 3.5% of net tax capacity; adopt the proposed unorganized road & bridge levy as 13% of net tax capacity; and schedule a public meeting on Tuesday, December 7, 2021 at 6:00 p.m. in the Itasca County Boardroom, at which the public is allowed to speak and the budget and levy is discussed.

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, September 28, 2021

REQUEST FOR BOARD ACTION: RBA-2021-1805

DEPARTMENT: Attorney
PRESENTER: Matti Adam

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Closed Litigation Session - Attorney-Client Privilege

BOARD ACTION REQUESTED:

Hold a meeting which may be closed pursuant to Minn. Stat. §§ 13D.05, Subd. 3(b) and 13D.05, Subd. 1(d), based upon Attorney Client Privilege, Minn. Stat. § 595.02, Subd. 1(b), to consult with its attorney in reference to attorney-client privilege information.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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