



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 21, 2022

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

Chair Snyder 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	Absent	

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Items #6.11 (Mail Ballot and Absentee Ballot Election Judges), #6.12 (Absentee Ballot Board), #6.13 (Liquor License), and #6.14 (Gambling Permit) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Thursday, June 9, 2022 County Facilities Tour at the Itasca County Land Department; Thursday, June 9, 2022 County Facilities Tour at the Itasca County Emergency Operations Center (EOC); Thursday, June 9, 2022 County Facilities Tour at the Itasca Resource Center (IRC); Thursday, June 9, 2022 County Facilities Tour at the Sheriff's Department Northside Property; and Tuesday, June 14, 2022 County Board Regular Session.

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Accept the Minutes of the May 12, 2022 HHS Advisory Committee Meeting.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/28/2022 2:30 PM
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2. Approve and accept the 2022/2023 Housing Support Agreements effective July 1, 2023.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/28/2022 2:30 PM

3. Authorize the Transportation Department to allow Hawkinson Construction the use of property around the Togo garage for the placement of two job trailers that are required by MnDOT for the construction of TH 1 and sign the Hold Harmless Agreement

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/28/2022 2:30 PM

4. Award Contract to Lowest Responsible Bidder, ASAP Heating and Air Conditioning, and authorize the necessary signatures to execute the contract documents.

RESULT: RECOMMENDED FOR CONSENT NEXT: 06/28/2022 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

Becky Nestberg provided citizen input regarding Item #6.3 (Squaw Lake Canister Site).

RESULT: INFORMATIONAL - NO ACTION TAKEN

2. Human Resources Annual Report

Human Resources Director Lynn Hart provided an annual report from the Itasca County Human Resources Department.

RESULT: INFORMATIONAL - NO ACTION TAKEN

3. Squaw Lake Canister Site

Environmental Services Coordinator Greg Stoltz provided information regarding the request to approve relocation of the Squaw Lake Canister Site. It was the consensus of the County Board to direct staff to research traffic concerns for the current relocation option and to continue research for other locations.

RESULT: INFORMATIONAL - NO ACTION TAKEN

4. Public Hearing Re: Conditional Use Permit for LVT LLC

Motion To: Open the Public Hearing Re: Conditional Use Permit (CUP) submitted by LVT LLC for outdoor storage of trailers and recreational vehicles.

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

Motion To: Close the above Public Hearing.

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

Motion To: Approve the Conditional Use Permit (CUP) submitted by LVT LLC for outdoor storage of trailers and recreational vehicles per the Findings of Fact, Conclusions of Law, Order and Resolution of the Planning Commission/Board of Adjustment.

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

5. Bass Lake County Campground Fee Schedule

Land Commissioner Kory Cease provided information regarding the request to determine and authorize new campsite fees at Bass Lake County Campground. It was the consensus of the County Board to direct staff to prepare a request for the County Board's June 28, 2022 Consent Agenda to determine new campsite fees of \$30 per night for non-electric sites and \$40 per night for electric sites at Bass Lake County Campground.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Property for Sale Adjacent to Fairgrounds

Land Commissioner Kory Cease and Itasca County Ag Association (ICAA) Vice President Brian Carlson provided information regarding the request to determine whether the county has an interest in pursuing the potential purchase of property (Parcels 91-016-2406 and 91-016-2301) adjacent to the west boundary of the fairgrounds. It was the consensus of the County Board to direct staff to begin preliminary negotiations regarding the property and present the findings at an upcoming County Board Work Session.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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7. 2020/2021 Itasca County Tourism Economic Impact

Visit Grand Rapids Executive Director Megan Christianson provided a presentation regarding the 2020/2021 Itasca County Economic Impact.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Enbridge Plaque Presentation

Enbridge Energy Senior Public Awareness Coordinator Jon Eisele presented the County Board with an Enbridge Line 3 Commemorative Plaque relating to the Line 3 Replacement Project in Minnesota.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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9. Highway 169 Cross Range Expressway Update

Flaherty & Hood representative Shane Zahrt provided an update on the Highway 169 Cross Range Expressway for informational purposes only; no action taken.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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10. Ecumen Grand Village Management Agreement

Ecumen representative Brett Anderson provided information regarding the request to approve the Ecumen Grand Village Management Agreement.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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11. Mail Ballot and Absentee Ballot Election Judges

Motion To: Appoint mail ballot and absentee ballot election judges for the August 9, 2022 Primary Election and November 8, 2022 General Election as follows: Grace Schuck, Ruth Connolly, Karen Ferlaak, John Ferlaak, Jan Severs, Amy Savela, Cheryl Carrigan, Janis Bjorquist, Doug Braff, Peg Dillon, Jeff Frazier, Marlon Sias, Kathy Zaren, Lorry Wass, Todd Christensen, Rick Brohman, Ellie Randle, Karen Christensen, Samantha Christensen, Vern Hawkinson, Mikel Tomczak, Emily

Christensen, Debbie Sias, Terry Swedeen, Gail Guck, Michael Loidolt, Tony Fremont, Hollie Hornstra, Eva Moore, and trained alternates, as needed.

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

12. Absentee Ballot Board

Motion To: Adopt the Resolution Re: Establishing an Absentee Ballot Board, as required by Minnesota Statutes 203B.121, Subd. 1.

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

13. Liquor License

Motion To: Approve a new Off-Sale Liquor License for Max Mini Store, Inc., located at 50758 State Hwy 46, Squaw Lake, MN 56681.

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

14. Gambling Permit

Motion To: Approve a LG214 Premises Permit Application for gambling, as requested by the Grand Rapids Amateur Hockey Association, to conduct lawful gambling at Sure Game Resort, 52385 County Road 31, Wirt, MN 56688.

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

VII. COMMITTEE REPORTS

VIII. ADMINISTRATOR UPDATE

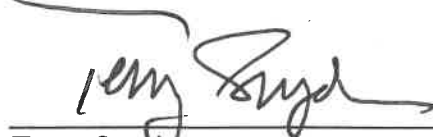
IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Snyder adjourned the meeting at 4:48 PM.

ATTEST


Terry Snyder
Chair of the County Board


Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

RESOLUTION 2022-41

RE: ESTABLISHING AN ABSENTEE BALLOT BOARD

WHEREAS, Itasca County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective June 26, 2020; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Itasca County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

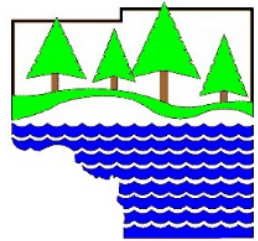
RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	Ben DeNucci

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 21st day of June A.D. 2022 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 21st day of June A.D. 2022.

Administrator



June 21, 2022

Chair:

PULL: None

ADDITIONS:

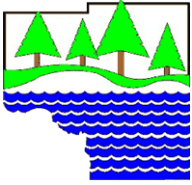
1. Item #6.11 (Mail Ballot and Absentee Ballot Election Judges)
2. Item #6.12 (Absentee Ballot Board)
3. Item #6.13 (Liquor License)
4. Item #6.14 (Gambling Permit)

CHANGES: None

INFORMATIONAL:

1. Item #6.2 – Additional Information

Amanda



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Thursday, June 9, 2022

9:00 AM

Land Department

DRAFT

COUNTY FACILITIES TOUR MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 9:00 AM at the Itasca County Land Department located at 1177 LaPrairie Avenue, Grand Rapids, MN.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	9:00 AM
Terry Snyder	District #2	Present	9:00 AM
Leo Trunt	District #3	Present	9:00 AM
Burl Ives	District #4	Present	9:00 AM
Ben DeNucci	District #5	Present	9:00 AM

Others Present: Land Commissioner Kory Cease, Assistant Land Commissioner Mike Gibbons, Risk/Safety Manager Duane Dockter, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

II. REGULAR AGENDA

1. Land Department

Land Commissioner Kory Cease provided a tour of the Itasca County Land Department buildings and grounds and discussed any pertinent questions or concerns.

RESULT: INFORMATIONAL - NO ACTION TAKEN

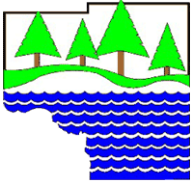
III. ADJOURN

Chair Snyder adjourned the meeting at 9:33 AM.

ATTEST

Terry Snyder
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
(218) 327-2847

Thursday, June 9, 2022

10:00 AM

Emergency Operations Center

DRAFT

COUNTY FACILITIES TOUR MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 10:00 AM at the Itasca County Emergency Operations Center (EOC) located at 1500 SE 7th Avenue, Grand Rapids, MN.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	10:00 AM
Terry Snyder	District #2	Present	10:00 AM
Leo Trunt	District #3	Present	10:00 AM
Burl Ives	District #4	Present	10:00 AM
Ben DeNucci	District #5	Present	10:00 AM

Others Present: Chief Deputy Sheriff Denise Hirt, Communications Lieutenant Mark Lallak, Emergency Management Coordinator John Linder, Risk/Safety Manager Duane Dockter, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

II. REGULAR AGENDA

1. Itasca County Emergency Operations Center (EOC)

Communications Lieutenant Mark Lallak provided a tour of the Itasca County Emergency Operations Center (EOC) and discussed any pertinent questions or concerns.

RESULT: INFORMATIONAL - NO ACTION TAKEN

III. ADJOURN

Chair Snyder adjourned the meeting at 10:25 AM.

ATTEST

Terry Snyder
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
(218) 327-2847

Thursday, June 9, 2022

10:30 AM

Itasca Resource Center

DRAFT

COUNTY FACILITIES TOUR MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 10:32 AM at the Itasca Resource Center (IRC) located at 1209 SE 2nd Avenue, Grand Rapids, MN.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	10:32 AM
Terry Snyder	District #2	Present	10:32 AM
Leo Trunt	District #3	Present	10:32 AM
Burl Ives	District #4	Present	10:34 AM
Ben DeNucci	District #5	Present	10:32 AM

Others Present: Health and Human Services (HHS) Director Eric Villeneuve, Lead Custodian Travis Schultz, Risk/Safety Manager Duane Dockter, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

II. REGULAR AGENDA

1. Itasca Resource Center (IRC)

HHS Director Eric Villeneuve provided a tour of Itasca County's Itasca Resource Center (IRC) buildings and grounds and discussed any pertinent questions or concerns.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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III. ADJOURN

Chair Snyder adjourned the meeting at 11:10 AM.

ATTEST

Terry Snyder
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
(218) 327-2847

Thursday, June 9, 2022

11:30 AM

Northside Property

DRAFT

COUNTY FACILITIES TOUR MINUTES

I. CALL TO ORDER

Chair Snyder called the meeting to order at 11:30 AM at the Itasca County Sheriff's Department Northside Property located at 407 NW 16th Street, Grand Rapids, MN.

Attendee Name	Title	Status	Arrived
Davin Tinquist	District #1	Present	11:30 AM
Terry Snyder	District #2	Present	11:30 AM
Leo Trunt	District #3	Present	11:30 AM
Burl Ives	District #4	Present	11:30 AM
Ben DeNucci	District #5	Present	11:30 AM

Others Present: Chief Deputy Sheriff Denise Hirt, Emergency Management Coordinator John Linder, Deputy Sheriff/Sergeant Kyle Curtiss, Deputy Sheriff/Road Deputy Mike Partlow, Risk/Safety Manager Duane Dockter, County Administrator Brett Skyles, and Deputy Clerk of the County Board Amanda Schultz.

II. REGULAR AGENDA

1. Sheriff's Department Northside Property

Chief Deputy Sheriff Denise Hirt provided a tour of the Sheriff's Department Northside Property buildings and grounds and discussed any pertinent questions or concerns.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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III. ADJOURN

Chair Snyder adjourned the meeting at 12:08 PM.

ATTEST

Terry Snyder
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
(218) 327-2847

Tuesday, June 14, 2022

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 7, 2022 County Board Special Session and the Tuesday, June 7, 2022 County Board Work Session.

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

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda.

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

1. Adopt the Resolution Re: Request for Proposals to Provide Health Care Services to Recipients of Families and Children Medical Assistance and MinnesotaCare Programs in Itasca County, which ranks Itasca Medical Care (IMCare) as number one and being our choice as a Managed Care Organization for Families and Children Medical Assistance and MinnesotaCare Programs.

2. Authorize the County Board Chairperson and the Clerk to the County Board to sign the Master Partnership Contract with MnDOT and adopt the Resolution Re: Master Partnership Contract with the Minnesota Department of Transportation
3. Authorize entering into a Mn/DOT Agreement No. 1045701 for Bridge Funding and adopt the Resolution Re: Agreement to State Transportation Fund (Bridge Bonds) Grant Terms and Conditions for SAP 031-598-031.
4. Approve the 2022 Lease Agreement between Itasca County and the Reif Arts Council, for the 2022 Grand Jam Concert, and authorize necessary signatures.
5. Approve signatures necessary to execute the Joint Powers Agreement to form the Aitkin-Itasca-Mille Lacs Violent Crimes Enforcement Team (AIM VCET)
6. Accept the 2022 Minnesota Annual County Boat and Water Safety Grant Agreement between the State of Minnesota and Itasca County and authorize Board Chair Terry Snyder and County Administrator Brett Skyles to sign the agreement and conflict of interest disclosure form.

VI. REGULAR AGENDA

1. Citizen Input
No citizen input provided.
2. Employee Recognition – Continuous Years of Service
The following Itasca County employees who moved into a new benchmark recognition category during 2021 for continuous years of service were recognized:

5 continuous years – Julie Purdum, Jonathon Prica, Cody Ploetz, Lindsey Staydohar, Sherri Beddoe, Sarah Norton, Cory Leinwander, Heather Roy, David Hill, Glenn Perry, Anthony Troumbly, Jake Sumner, Shannon Weimer, Jesse Lehner, Kristin Isaacs, Jeffery Garlock, and Derek Peterlin;

10 continuous years – Matt Winkels, Trudy Tweedle-Cagle, Erin Nelson, Jacob Olson, Ryan Kruse, Christa Jetland, Sara Thompson, Damon Tuttle, Ryan Miskovich, Andrew Anttila, and Jason Kelly;

15 continuous years – Kate Sonder, Sherry Gustafson, Lindsay Nelson-Schultz, Dana Thompson, Crissy Krebs, Becky Koch, Maria Dumke, Amanda Schultz, John Linder, Darlene Troumbly, Jason Pederson, Phil Brenden, Russell Montgomery, and Heidi Leppala;

20 continuous years – Julie Shofner-Patnaude, Kim Huffman, Michael Gibbons, Kory Cease, Michael Partlow, Jamie Gilbert, Tony Ridlon, Ron Delich, Joe Warmuth, and Wayne Pifher;

25 continuous years – Debra Davis, Rick Royal, Jeffrey Bryngelson, James Brooks, Brad Neururer, William Lessard, and Rob Frieze; and

30 continuous years – Brian Benes.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Recognition of County Employees
The following employees were recognized:

Farewell to Laurie Benge, Public Health Nurse, effective June 30, 2022 after 29+ years of service.

Welcome to new employee, Cassidy Villeneuve, Assistant County Attorney effective May 31, 2022.

Farewell to Brookelyn Villeneuve (Troumbly), Social Worker, Family Services Division of Health & Human Services department, effective May 26, 2022 after 1 year of service.

Welcome to new employee, Brandon Hartman, Highway Maintenance Worker, effective June 6, 2022.

Congratulations to Tammy Keith who promoted from Eligibility Specialist to Child Support Officer, Health & Human Services department, effective June 12, 2022.

Farewell to Jacqueline Flatley, Managed Care Nurse, IMCare Division of Health & Human Services department, effective June 5, 2022, after 2 years of employment.

Farewell to Walker Maasch, Assessor/Appraiser I, effective June 10, 2022 after nearly 3 years of service.

Welcome to new employee Alyssa Mandich, Social Worker, Family Services Division of Health & Human Services department, effective June 13, 2022.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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4. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of June 17, 2022, in the amount of \$1,238,918.59.

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

5. Fight Blight Update

Environmental Services Coordinator Greg Stoltz provided an update on the Itasca County Environmental Services Department Fight Blight program, including information regarding current progress and upcoming events.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Petition for Dust Control on CR 447

Motion To: Deny the petition requesting dust control on CR 447.

RESULT:	APPROVED (4 TO 1)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Burl Ives, Ben DeNucci
NAYS:	Leo Trunt

7. Appeal of Administrative Decision on New Road Request

Motion To: Deny the appeal of administrative decision to deny new road access request across tax-forfeited trust land in NENW of Section 9, T55N-R22W (Parcel 14-109-2100).

RESULT:	FAILED (2 TO 3)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Burl Ives
NAYS:	Terry Snyder, Leo Trunt, Ben DeNucci

Motion To: Direct the Land Department to work with Mr. Kinker on possible routes contingent upon house construction within a certain time period.

RESULT:	APPROVED (3 TO 2)
MOVER:	Commissioner Leo Trunt
SECONDER:	Commissioner Ben DeNucci
AYES:	Terry Snyder, Leo Trunt, Ben DeNucci
NAYS:	Davin Tinquist, Burl Ives

8. Lifesaving Award and Recognition

Sheriff Victor Williams presented Life Saving Awards to Shelley Kebart, Nick Daigle, Jeff Scott, Julianne Scott, and Davin Tinquist for heroic acts in 2020 and Paul Grooms, Daniel Sandeen, and Richard Holcomb for heroic acts in 2017.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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VII. COMMISSIONER COMMENTS

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 3:39 PM.

ATTEST

Terry Snyder
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2420

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

HHS Advisory Committee Meeting Minutes

BOARD ACTION REQUESTED:

Accept the Minutes of the May 12, 2022 HHS Advisory Committee Meeting.

BACKGROUND:

Informational.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. ICHHSAC Minutes 05-12-2022

06/21/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/28/2022 2:30 PM
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MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, May 12, 2022
Virtual Teams Meeting / Itasca Resource Center / Room 122

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

Call to Order:

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

Approval of March 10, 2022, Minutes:

A motion was made by Dan Miesle and seconded by Lloyd Adams to approve the March 10, 2022, minutes. Motion carried.

Additions/Corrections to Agenda:

There were no additions or corrections to the agenda.

Eric Villeneuve, Director:

Public Health Update: Kelly Chandler, Public Health Division Manager, updated the group stating they have seen an uptick in COVID cases in the last three weeks, with the rate being 27.5 as of May 12th. The hospital census is where they are normally at and manageable but will cautiously watch it. A second booster is being recommended for people over 50 or immunocompromised. There have been additional limits put on the Johnson and Johnson vaccine and the encouragement is to receive mRNA vaccines as they have more efficacy. The new cases are a mix of vaccinated and unvaccinated people. Itasca County has 59% of their population vaccinated and 164 members of our community have died, 24 of those were vaccinated. Suicide grant funding was increased. Public Health is looking for ideas for training opportunities/topics for families or different sectors of the community surrounding addiction. If you have suggestions, please contact Kelly.

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HHS Advisory Committee Minutes
May 12, 2022

IMCare Update:

Eric provided an update from Sarah, IMCare is currently working on submitting the request for proposal for their senior population and the children and family population.

Legislative Update:

Eric included two handouts on 2022 Minnesota Association of County Social Service Administrators (MACSSA) Legislative Update and Association of Minnesota Counties (AMC) Federal Update in the agenda packet.

Minnesota Association of County Social Service Administrators (MACSSA) Legislative Update highlighting a couple bills, the first being the Legislature passed a deal on unemployment insurance (UI) and frontline worker pay. The House and Senate approved the agreement that the conference committee passed. The agreement contains the following three significant elements: \$2.3 billion to fully replenish the UI trust fund and avoid a tax increase on businesses, \$500 million for additional frontline worker pay, and \$190 million from the general fund for Governor Walz to spend on state government expenses to address COVID-19. The Senate passed their version of the health and human services omnibus bill this week. Sen. Jim Abeler boasted the policy nature of this bill and its focus on workforce. He highlighted provisions in the bill that seek to make the most efficient use of staff in group homes; prevent group home closures; increase PCA, ICF (Intermediate Care Facility) and home care services rates; and increase compensation for non-emergency medical transportation. It also will increase nursing facility rates and make wage “fixes” within the elderly waiver framework. Senate mental health bill continues to move, there was discussion in committee about the implications of the increased appropriation for AMHIs (Adult Mental Health Initiative) and the fact that it would create ongoing financial obligation for the state past its current budget tracking document. Nonpartisan staff clarified that \$20 million was the amount to hold counties harmless. The Minnesota Senate passed the opioid settlement plan which will distribute \$300 million to local governments and the state to combat opioid addiction. The House passed the omnibus health and human services bill the week of May 2nd and the bill now heads to conference committee, which is began Monday, May 9th.

Association of Minnesota Counties (AMC) Federal Update outlining the agreement on a frontline worker pay and unemployment insurance replenish package. A qualified worker is someone who was employed for at least 120 hours in more or more of qualified frontline work sectors from March 15, 2020, to June 30, 2021, was not able to telework due to the nature of their work, made less than \$85K/\$185K married joint or \$175K/\$350 married joint if they worked in an occupation with direct patient care responsibilities and did not receive unemployment insurance benefit for more than 20 weeks between the above time frame. County employees who meet the income qualifications and have worked (in person) in the designated roles will have the

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HHS Advisory Committee Minutes
May 12, 2022

opportunity to apply for funding. County employers will be required to provide notice to all current workers who may be eligible for payments in a form prescribed by Department of Labor and Industry. They are predicting the application will be ready in June with a 45-day window to apply. You can sign up for email alerts at the following link <https://frontlinepay.mn.gov/>.

HHSAC Subcommittee Reports:

AMHAC: Dan updated that they had a care coordinator from Northland Counseling Center attend their last meeting to discuss care coordination and go over case management. Jeff Niemala with Niemala Mediation attended the last meeting and went over services he provides and plans to attend future meetings. Discussed gaps with PCA services. There is an 18-month pilot driverless program coming to the Grand Rapids area this fall. This will be free during the pilot and rides will be scheduled from an app and are available for ages 12 and up. The route is a 12-mile radius in Grand Rapids to from the Reif to Target and many stops in-between.

ICCOA:

Lloyd updated they had their first COA meeting yesterday with 11 clubs represented. These are held the 2nd Wednesday of the month and currently are providing a free meal and mileage reimbursement to encourage attendance. Renee from ElderCircle was the speaker at yesterday's meeting. TRIAD (The Right Information and Direction) attends our meetings and gives updates from the Sheriff's office, on scams etc. Tax Aid provided services for around 400 people this year. This number is much lower than past years due to not being able to meet in person. The church space may not be available for use next year so will be looking for another location to provide this service.

Provider Updates:

Northland Counseling – Angie updated they continue to work under a CCBHC (Certified Community Behavioral Health Clinic). They were federal certified two years ago and are working with Minnesota DHS towards state certification. Staffing continues to be a barrier, but are working through it.

Elder Circle – Renee updated that 175 people had to be turned away from the Tax Aid program due to the restrictions by the IRS. Also, the space at the church is now looking for a rental fee, so will need to start looking for a new space to use for the Tax Aid program next year. Senior Day at the Pavilion will be August 11th this year. A lunch will be served, vendor fair, music, and awards for our volunteers. This used to take place at

Page Four
HHS Advisory Committee Minutes
May 12, 2022

the fair but due to the large number of attendees, it was decided to hold it as a separate event at the Pavilion. Aces for Elders golf tournament is coming up July 21st, in hope to raise funds to support the medical transportation program. There continues to be a large increase for medical transportation. In 2021, ElderCircle has already provided 74,181 miles and reimbursed \$41,912. Renee stated they applied for COVID recovery dollars for the senior community to help rebuild and recover community centers and get more people coming out and socializing. They were awarded \$50,000 and the goal is to provide smart TV's, laptops, and computers at these centers. They've also applied for a Live Well at Home Grant to bring more activities, open houses, and events to these centers.

First Call for Help – Crystal updated they are very busy with calls. They went from answering 80-90 National Suicide calls to 812 this last month. They are the backup line for the whole state of Minnesota. Continuing to interview for staff qualified to answer these calls. Attended the Children's Fair in April and it was great to get out and participate in these outreach programs again.

Other:

The next meeting is September 08, 2022.

Adjournment:

There being no further business to come before the Advisory Committee, a motion was made by Lloyd Adams seconded by Dorothy Abrahamson to adjourn the meeting at 1:20 pm. Motion passed.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2446

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Christine Krebs

AGENDA ITEM:

2022/2023 Housing Support Agreements

BOARD ACTION REQUESTED:

Approve and accept the 2022/2023 Housing Support Agreements effective July 1, 2023.

BACKGROUND:

Paid with state waiver dollars, no county dollars are expended. Agreement rates are set by the state.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 2022-2023 HOUSING SUPPORT CORP LIST
2. 2022-2023 HOUSING SUPPORT INDIVIDUAL LIST FOR BOARD
3. 2022-2023 Housing Support with supplemental services list

06/21/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/28/2022 2:30 PM
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**CORPORATE HOUSING SUPPORT AGREEMENTS EFFECTIVE 7/1/22 THRU
6/30/23 MONTHLY \$1,041.00 DAILY \$34.22
(FORMERLY GRH AGREEMENTS)**

AMERICARE LODGE

AUTUMN LANE INC.

BIGFORK VALLEY HOMECARE

BROOKSTONE MANOR

BROOKSTONE MANOR EAST

BROOKSTONE MANOR WEST

CEDAR VALLEY HOMES, INC. AKA MCKINNEY LAKE HOUSE

DIAMOND WILLOW ASSISTED LIVING EAGLE PINES (GR #1)

DIAMOND WILLOW ASSISTED LIVING MISSISSIPPI STE (GR #2)

DUNGARVIN

EDGEWOOD CARE INC.

FACES NORTH

GARDEN COURT CHATEAU

HILLCREST-NASHWAUK

HOME AND COMFORT, INC

HOPE HOUSE 1 COMMUNITY SETTING

HOPE HOUSE 2 COMMUNITY SETTING

LUTHERAN SOCIAL SERVICE GARLAND

LUTHERAN SOCIAL SERVICE DREAMCATCHER

LUTHERAN SOCIAL SERVICE 5TH AVE SLS

LUTHERAN SOCIAL SERVICE RIVERKNOT

MAJESTIC PINES GRAND LLC

MAPLE WOODS INC

MCOCS GRAND RAPIDS

NHS ALPINE

NHS MIDWAY II

NHS VIKING

NHS WHITE PINE

NORTHLAND 1307 S POKEGAMA – POKEGAMA PLACE

NORTHLAND 402 SE 13TH ST MAPLEWOOD

NORTHLAND SISEEBAKWET RANCH

NORTHLAND – SYLVAN BAY

NORTHLAND SPEARS PLACE

NORTHWOODS VILLA INC HOUSE 1

NORTHWOODS VILLA INC HOUSE 2

NORTHWOODS VILLA INC HOUSE 3

NORTHWOODS VILLA INC HOUSE 4

OAK HILLS

OAKRIDGE BIRCHCOURT

OACKRIDGE WILLOW

ORION BASS BROOK

ORION BAYSIDE

ORION CLOVER

ORION MAPLE

ORION NORTHWEST

ORION RIVERSIDE

ORION 833 SOUTHWEST

ORION WESTWOOD

RESIDENTIAL LIVING SOLUTIONS RIVER HOUSE

RESIDENTIAL LIVING SOLUTIONS LAKE HOUSE

RIVER GRAND, INC.

SUGAR BROOK VILLA

THE EMERALDS

THRIVE BEHAVIORAL NETWORK

**INDIVIDUAL GROUP RESIDENTIAL HOUSING AGREEMENTS EFFECTIVE 7/1/22
THRU 6/30/23 MONTHLY \$1,041.00 DAILY \$34.22**

GIBEAUS ADULT FOSTER CARE

GULLICKSON, LILY & MELVIN

NEWMAN-TRUDEL REBEKAH

NORRIS, JOANNE

RIMA, DARLA & ROB

SCHULTZ, KARI

WOKASCH, MICHAEL & BARBARA (WOKASCH I)

WOKASCH, MICHAEL & BARBARA (WOKASCH II)

**CORPORATE HOUSING SUPPORT AGREEMENTS FOR HOMES THAT ARE
LICENSED FOR SUPPLEMENTAL SERVICES EFFECTIVE 7/1/22 THRU 6/30/23
MONTHLY \$1,041.00 DAILY \$34.22
WITH A MAX SUPPLEMENTAL SERVICE PAYMENT OF \$482.84 PER MONTH**

NORTHLAND BEACON HILL

RIVERSIDE RESIDENCE BIGFORK

NORTHERN TRANSITIONS



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2428

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

Request from Hawkinson Construction

BOARD ACTION REQUESTED:

Authorize the Transportation Department to allow Hawkinson Construction the use of property around the Togo garage for the placement of two job trailers that are required by MnDOT for the construction of TH 1 and sign the Hold Harmless Agreement

BACKGROUND:

Hawkinson Construction has a contract with MnDOT for the bituminous reclamation and resurfacing project on TH 1 from just west of Bass Lake Park Road to the East junction of TH 65. As part of this contract, they need to provide two job trailers near the project. They have requested the use of the property at the Togo garage for their trailers and will connect to power at this location. I have worked with the County Attorney's office on an agreement that allows this use but provides Itasca County with protection for any issues associated with that use. The attached Hold Harmless Agreement was drafted by the County Attorney's office and has been signed by Hawkinson Construction.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Revised Hawkinson Hold Harmless Agreement

06/21/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/28/2022 2:30 PM
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**Minimum Insurance Requirements
And Hold Harmless Agreement Between
Itasca County and Hawkinson Construction**

A.1 DATES AND PARTIES

A.1.1 THIS AGREEMENT, made this 28th day of June, 2022, by and between the County of Itasca, herein called the "County," and Hawkinson Construction, a corporation organized and existing under the laws of the State of Minnesota.

B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, subject to the conditions hereinafter set forth, the County shall allow Hawkinson Construction to park and maintain two service trailers on property owned by Itasca County, specifically identified as the "Togo Garage", upon terms in accordance with the specifications as set forth in this Agreement. The County shall additionally allow Hawkinson Construction to hook their trailers up to the garage's electricity. As consideration, Hawkinson Construction has agreed to pay \$1,000 to the County, due upon the signing of this Agreement.

C.1 TERM OF CONTRACT

C.1.1 The term of this Agreement is from July 1, 2022 to December 1, 2022.

D.1 INSURANCE REQUIREMENTS

D.1.1 Insurance that complies with the minimum requirements as illustrated in Exhibit "A", attached herein, must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy which lists Itasca County as a certificate holder and as an additional insured must be on file with the Itasca County Risk Management Department within 10 days of execution of this Agreement and prior to commencement of any work under this Agreement. Each certificate must include a 30-day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

D.1.2 The County reserves the right to terminate, suspend or rescind any agreement not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against Hawkinson Construction. All insurance policies shall be open to inspection by the County, and

copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

E.1 INDEMNIFICATION

- E.1.1 Hawkinson Construction shall indemnify, hold harmless and defend the County, its officers and employees against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the County, its officers or employees may hereafter sustain, incur or be required to pay, arising out of or by reason of any act or omission of Hawkinson Construction, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
- E.1.2 Except as may be caused by the sole negligence of the County or its employees, Hawkinson Construction shall indemnify and save harmless Itasca County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Hawkinson Construction, its subcontractors, and their agents, servants, or employees, incidental to the agreement and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.
- E.1.3 Hawkinson Construction agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Agreement keep in force policies of insurances as indicated in Exhibit "A".
- E.1.4 This provision is not intended to create any cause of action in favor of any third party against Hawkinson Construction or the County or to enlarge in any way the Hawkinson Construction's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Hawkinson Construction's or their agents' performance hereunder.

F.1 COMPLIANCE WITH LAWS

- F.1.1 Hawkinson Construction shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Agreement or to the facilities, programs and staff for which they are responsible.

G.1 FINAL AGREEMENT

G.1.1 This Contract is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations, either oral or written, not herein contained.

H.1 EXECUTION

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

Dated this _____ day of _____, _____.

HAWKINSON CONSTRUCTION

COUNTY OF ITASCA, MINNESOTA

By:
Its


VP

By: _____
Its _____

By: _____
Its _____

APPROVED AS TO FORM & EXECUTION

By: _____
Itasca County Attorney

EXHIBIT "A"

MINIMUM INSURANCE REQUIREMENTS

General Liability Insurance

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

Policy shall cover contractors and subcontractors, and contractual liability.

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

Automobile Liability Insurance

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

Must cover owned, non-owned and hired vehicles.

Workers' Compensation Per Statutory Requirements

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

Employer's Liability

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

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

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2436

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Kory Johnson

AGENDA ITEM:

Preventive Maintenance HVAC County Garages

BOARD ACTION REQUESTED:

Award Contract to Lowest Responsible Bidder, ASAP Heating and Air Conditioning, and authorize the necessary signatures to execute the contract documents.

BACKGROUND:

Bids were opened June 14, 2022.

ASAP Heating & Air Conditioning - \$29,045.25

The Jamar Company - \$69,000.00

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

06/21/2022

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 06/28/2022 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2002

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, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2444

DEPARTMENT: Human Resources

PRESENTER: Lynn Hart

TIME REQUESTED: 10 Minutes

AGENDA ITEM:

Human Resources Annual Report

BOARD ACTION REQUESTED:

Receive annual report from the Itasca County Human Resources Department.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

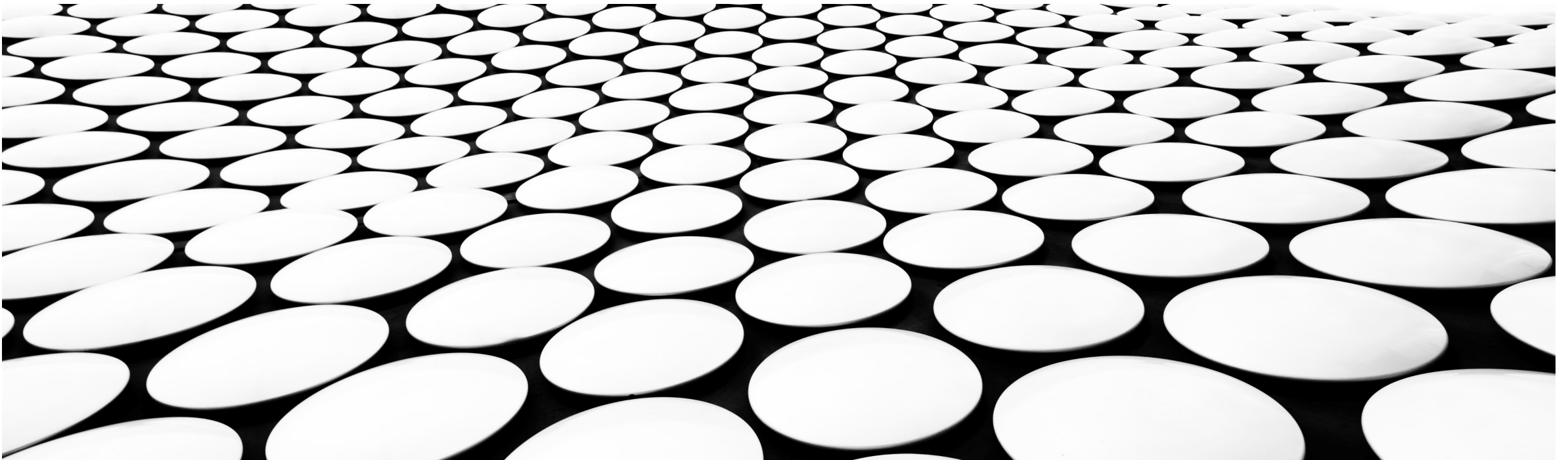
1. HR Department EOY21

RESULT:

INFORMATIONAL - NO ACTION TAKEN

HR DEPARTMENT

ANNUAL REPORT - 2021



Staff at a glance....2021

ITASCA COUNTY

Churnover
7.74%

Turnover
8.22%

Average
EE Age
46.6

Average
Years of
Service
10.87

Number
of W-2s
issued
458

Number
of FMLA
Reports
32

Active
Current
Headcount
422

Employee Stats

Ethnicity:

1 American Indian or Alaska Native
1 Asian
2 2 or More Races
422 White

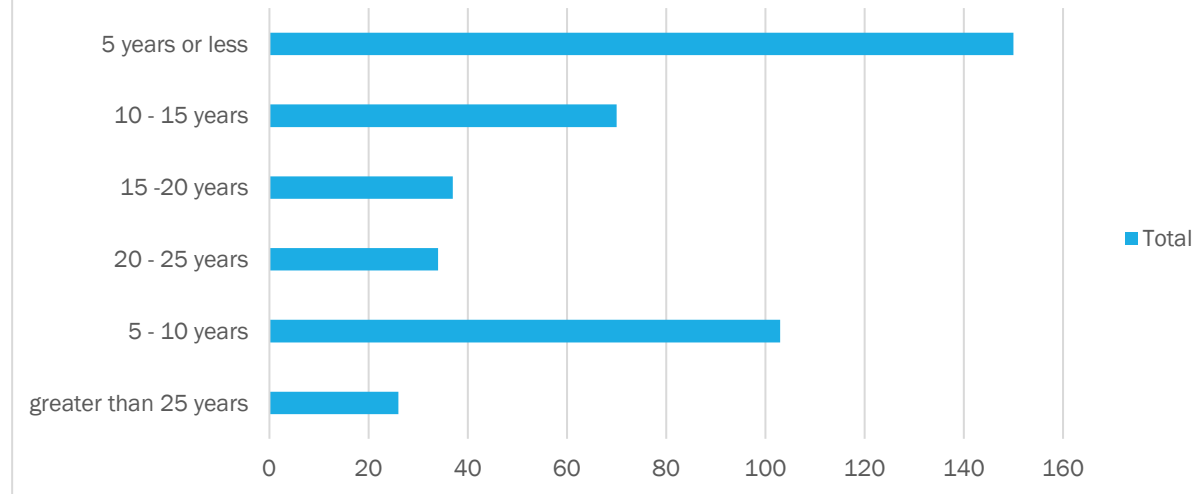
Gender:

215 Male
211 Female

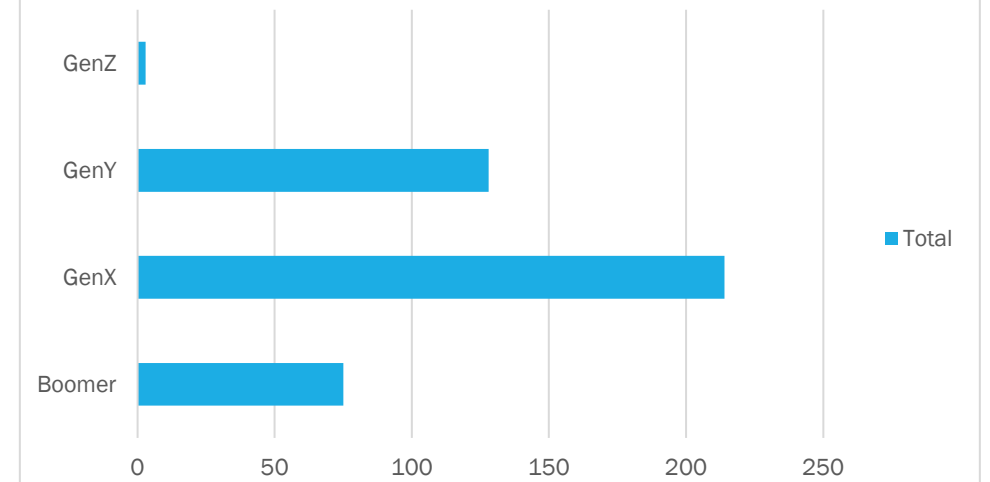
Veterans:
20

Generation	Age
Z	9-24
Y	25-40
X	41-56
Boomer	57-75

Staff by years of Service



Staff by Generation



2021 By the numbers

Sick Hrs of total hrs
paid
3.55%

Vacation Hours of
total hrs paid
6.66%

OT hours of total hrs
paid
3.38%

Total budgeted
staff
448

Total Retirees
290

Average Absence
rate
18.02%

Long Term LOAs
19

Total Temps
18

Vacant Jobs
30.5

Average # of
Applicants
20.82

Total
New Hires
35

Average Time to Hire
54.1 days

HR Team: 4 FTE

Lynn – Susan – Rachelle – Janet:

- Total 102 years combined of HR expertise:
- SPHR and PHR certified
- Public and private sector experience

Our Mission

We provide expertise in Human Resource best practices to support the County's operations through partnership, systems and consistency.

HR Contributions to County Success

- Benefits Administration (Plan design, Active/Early retiree, Retirees, COBRA)
- FMLA & Leaves of Absence
- Onboarding
- HRIS administration & database maintenance
- Org Charts
- Employee Recognition
- Job Classification – Position control – Pay equity
- Recruitment
- Policies/Handbook
- ADA Accommodations
- Performance Evaluations
- Performance Management: coaching, discipline, investigations
- Communications
- Records Management
- Seniority Lists
- Compliance Reporting: ACA, EEOC, CMS
- Labor Relations: Contracts, Grievances
- Data requests
- Good customer service

2021 HR Department Highlights

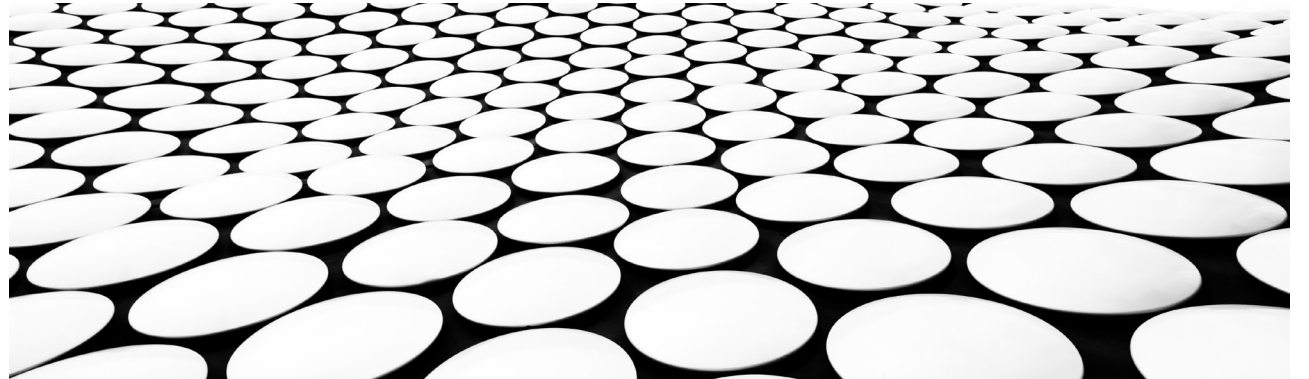
- Benefits: Welcomed Medica to the benefit portfolio (transitioned all benefit eligible employees and retirees to Medica, communications/meetings, Open Enrollment for all employees, etc.)
- 135+ Employee transactions: on-board, off-board, job changes, LOAs
- Improved records management: Perspective Content for benefit/payroll historical records; reconciliation of benefit records.
- Continued reduction of process time through self-service and e-administration
- Successful RFP for supplemental insurance broker
- COVID response; Emergency sick leave, time-off, UKG implementation to support employee needs, etc.
- Labor contract negotiations

2022 and beyond HR Department goals

- Supplemental Benefits – (competitive benefit package)
- E-administration of pre-employment written exams
- E-delivery for benefit administration
- Employee surveys – engagement, job change, benefit plan designs
- Policy redrafts
- Records Retention
- Staff Development
- Improved UKG use
- Improved Recruitment efforts – attract & retain
- Classification Study
- Employee retirement planning/ education
- Benefits fair or other employee engagement events
- Lean processes – utilization of staff
- Strike plan
- Change the perception of HR: provide an open door, focused on customer service, big picture

Additional Department staff

- Current national ratio HR to ACTIVE staff 1.4 staff/100 ee's; Itasca County = 4 staff for 448 ee's and 290 retirees – should be 6.3 HR staff for active employees and 9.8 HR staff including retirees.
- Reactive rather than Proactive; not meeting department expectations
- Transaction rate or workload continues to increase (has increased substantially for 2022)
- Employees are the key to future County success
- Pay & Benefit administration absorbed without additional headcount
- Competitive recruiting environment – hiring staff is more intensive/difficult
- Many goals and limited staff time
- Option to re-allocate a headcount from another department
- HR Specialist or Benefits Administrator or Sr. HR Coordinator





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2400

DEPARTMENT: Environmental Services

TIME REQUESTED: 5 Minutes

PRESENTER: Greg Stoltz

AGENDA ITEM:

Squaw Lake Canister Site

BOARD ACTION REQUESTED:

Approve Environmental Service Department to move forward with relocating the Squaw Lake Canister Site.

BACKGROUND:

Itasca County Environmental Services Department (ESD) would like to relocate its Squaw Lake Canister Site from parcel #27-007-4400 onto a Tax Forfeit parcel #13-001-3201.

The current site is in need of some major repairs, such as a new attendant building, new gates, driveway improvements and expansion of the lot for snow removal.

Itasca County does not own the property that the current site is located on. Parcel 27-007-4400 is owned by the City of Squaw Lake and is registered as an existing landfill.

The County Road leading to the current site is minimally maintained and with the secluded property along it, allows for easy illegal dumping of garbage.

ESD has reached out to Itasca County Transportation Department in hopes of making this a joint project. The Transportation Department is in need of a location to place overstock materials and road clean-up debris. ESD believes that this new site would be beneficial to both departments, solving several issues all in one location.

The TLM Committee discussed this idea at their May 10th 2022 meeting. It was decided that Kory Johnson from the Engineers Department would take on the project design and layout and the Land Department would make a determination if a land exchange with Itasca County is in the best interest of the County.

The Minnesota Pollution Control Agency (MPCA) has approved ESD to relocate the site if the County Board approves the move. Permits will be issued for the new site once it is established. The Engineers Department will contact MNDOT for all necessary permits needed.

Hopes are to start working on the new site this year and open it to the public in the spring of 2023. The majority of the work will be completed by the Transportation Department, only using outside

contractors when needed. Local neighbors have been notified by letter of the possible project and have been invited to the meeting.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Current Squaw Lake Canister Site
2. New Squaw Lake Site Location
3. Site Map of Old & New

It was the consensus of the County Board to direct staff to research traffic concerns for the current relocation option and to continue research for other locations.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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Zoning Web Map



5/26/2022, 8:10:57 AM

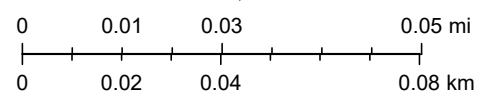
1:2,257

Road Centerline

Tax Parcel

E911 Address Points

Parcel Number & Name



Zoning Web Map



5/26/2022, 8:06:28 AM

1:4,514

Road Centerline

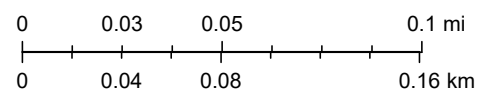


Tax Parcel

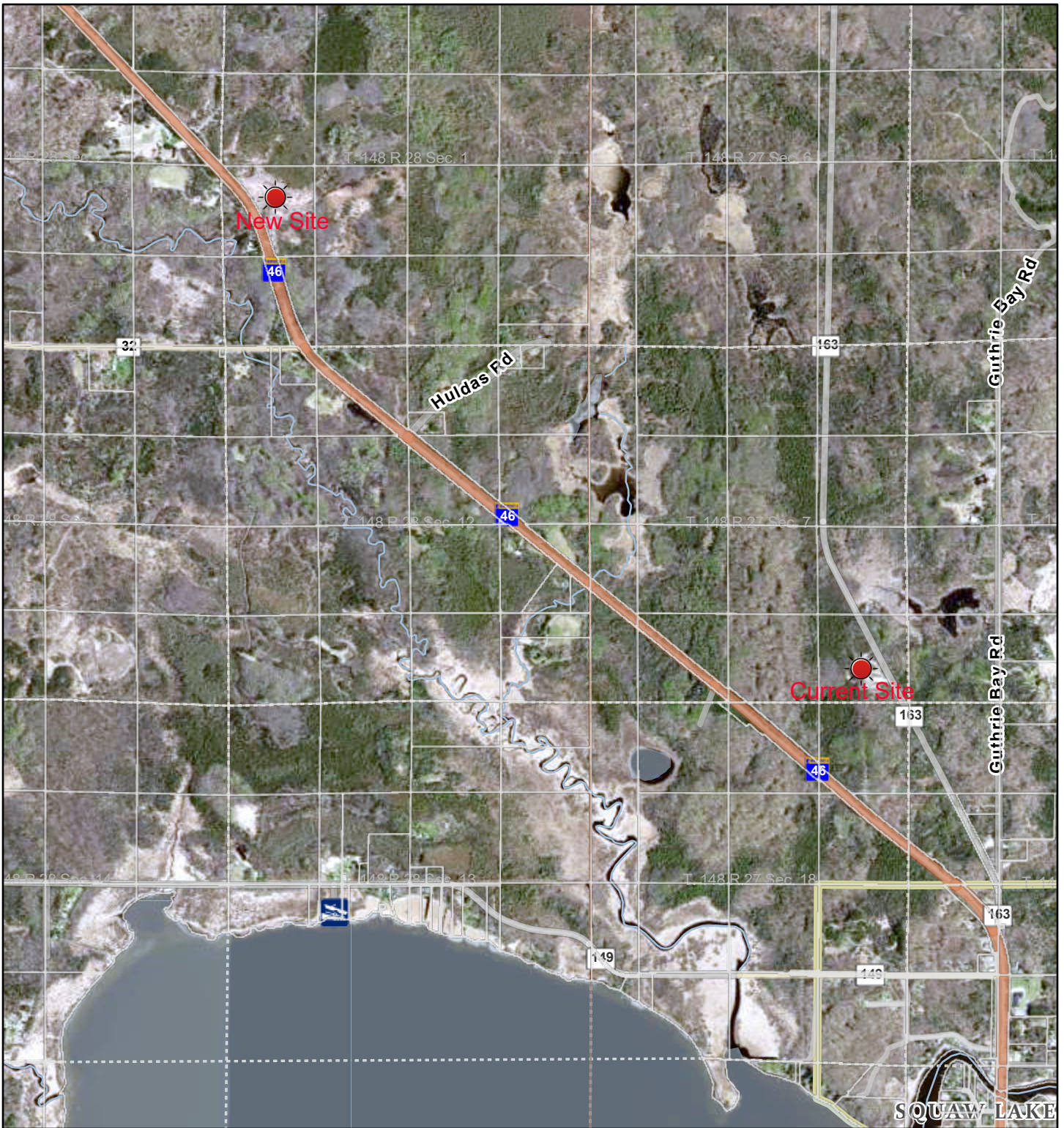


E911 Address Points

Parcel Number & Name



Zoning Web Map

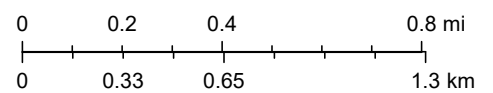


5/26/2022, 10:03:41 AM

 Tax Parcel

Lake Labels

1:36,112





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2448

DEPARTMENT: Environmental Services

TIME REQUESTED: 10 Minutes

PRESENTER: Daniel Swenson

AGENDA ITEM:

Public Hearing Re: Conditional Use Permit for LVT LLC

BOARD ACTION REQUESTED:

Hold a Public Hearing for the Conditional Use Permit (CUP) submitted by LVT LLC for outdoor storage of trailers for recreational vehicles as approved by the Planning Commission at their regular meeting on June 8, 2022.

BACKGROUND:

On June 8th 2022, the Itasca County Planning Commission and Board of Adjustment (PCBOA) reviewed a Conditional Use Permit (CUP) for LVT LLC for outdoor storage of trailers for recreational vehicles. It is the PCBOA recommendation to the Itasca County Board of Commissioners that this CUP be approved according to PCBOA Findings of Fact, Conclusion of Law, Order and Resolution that sets forth the CUP background and processing information. Per Section 2.5 of the Itasca County Zoning Ordinance, a CUP that is of a commercial nature in a Farm Residential Zone that is not listed as a permitted or conditional use must be approved by the Itasca County Board.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. LVT LLC CUP Packet
2. Criteria for Granting of a CUP

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

DATE 5-7-2022 PHONE # _____ PERMIT # _____

ITASCA COUNTY CONDITIONAL USE APPLICATION
USES NOT PROVIDED FOR WITHIN ZONING DISTRICTS

APPLICANT/ADDRESS LVT LLC Andrew McDonnell 34545 MacDonell Rd

AGENT/ADDRESS Grand Rapids, MN 55744

PROPERTY ADDRESS 40949 Co Rd 63, Cohasset, MN 55721

PROPERTY DESCRIPTION/PARCEL # 69-025-2202 N. 495' of W660' & NW NW 5.25, 55-2)

ZONE DISTRICT FR LAKE NAME/CLASS N/A EX. USE Vacant

DESCRIPTION OF PROPOSED USE Outdoor storage of Trailers → Snowmobile Trl.

Boat Trailers, utility trailers some boats (? Future Bldg for Storage ?)
ATTACH A MAP SHOWING PROPERTY LOCATION, EXISTING CONDITIONS, PROPOSED DEVELOPMENT, AND NEARYBY USES, INCLUDING ANY OTHER INFORMATION THAT IS PERTINENT TO THIS REQUEST. 1 Bldg Bldg

MANDATORY LAKESHORE MITIGATION PRACTICES: (To be included with the C/U application)

- A. Septic System: Certified _____; Shall be Upgraded _____ with Permit/Design obtained by: _____
Certification of New Septic System by: _____;
- B. Erosion control, storm water management, and mitigation plan. This plan shall describe erosion control during/after construction, storm water management/runoff control and mitigation/buffer screening. The mitigation plan shall require a shoreline buffer which shall be in the shore impact zone and consist of trees, shrubs and ground cover of native plants and understory to effectively screen structure(s) as viewed from the waters. This may be accomplished by working with Itasca SWCD or other sources but said plan must be reviewed by Itasca SWCD. The required buffer shall be as follows:

Lake Class	Buffer (Distance from OHWL landward)
GD	10'
RD	15'
NE & PSL	50'

Plant materials for native vegetation buffers shall be as prescribed according to the landscape position, water table, soil type and exposure of the project site. For every 5,000 square feet of buffer are, there shall be a variety of types of native trees, shrubs, forbs, and grasses planted to achieve full coverage. The survival of planting materials must be maintained for a minimum of five years, so that the approved coverage plan is adhered to.

SITE INSPECTION. The applicant acknowledges that no one can be prohibited from coming onto the property when the site is inspected by the Planning Commission or County Board. Photographs may be taken at the site inspection and displayed at the public hearing for use in the decision making process.

Unless otherwise stipulated, a conditional use permit shall remain in effect for so long as all conditions agreed upon are observed. Legal action may result if the provisions and conditions are not complied with as set forth in the application. Upon approval of this conditional use, it shall be the responsibility of the applicant to notify the Environmental Services Department, upon completion of the project, including any conditions. The property may be inspected at any time to assure and affirm all conditions and terms of the permit are in compliance.

SIGNATURE/DATE:  5-7-22

PCBA 01
C:PCBA

On 5-9-2022, the Environmental Services Department received the completed application, accompanying information and the fee is paid in full. A copy of the information handout has been given to the applicant/agent.

THE APPLICANT HAS THE BURDEN OF DEMONSTRATING A RIGHT TO A CONDITIONAL USE BY SHOWING [DETAILED EXPLANATION] THAT ALL OF THE FOLLOWING STANDARDS AND CRITERIA WILL BE SATISFIED.

1. Describe how the proposed use conforms to the comprehensive plan of the County. It would Allow me to have more Room at Lakeview Terrace for the possibility for more Home lots when water sewer gets to LVT.
2. Describe how the use is compatible with the existing neighborhood. Sand/gravel pit Directly East of 40949 CR 63 Zoned Farm Res.
3. Describe how the use shall not materially adversely impact air quality, water quality or cause soil disturbance. its a parking lot for Trailers (possibly in the future a Building for indoor Boat Storage)
4. Describe how the site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. Two Entrances 1 on CR 63 (water/sewer N/A) 1 on CR 257
5. Describe how the use shall not cause unsafe or unhealthy conditions. Property is Fenced & gated (Parking lot)

PERMIT APPROVAL: In accordance with MS#15.99, Itasca County must approve or deny the variance application within 60 days of submission of the completed application/fee. If said application is denied, the reason/s must be stated in writing at the time of denial. This time line may be extended by Itasca County for another 60 days provided the applicant/s receive written notice with reasons for the extension. The extension may not exceed 60 days unless approved by the applicant. The 60 days will end on: 7/8/22.

On _____ Planning Commission/BoA authorized an extension for the following reasons with an expiration date of:

Authorizing Signature and Date: _____

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

Witness: _____

Signatures

RECOMMENDATIONS

TOWN BOARD OF _____
OR
UNORGANIZED TOWNSHIP

APPROVAL
AMEND
REJECTION

CHAIR _____
DATE 6/7/22
COMMISSIONER _____

REASONS: _____

When a land use in any zoning district is not specifically listed as a Permitted Use or Conditional Use, the land use may be considered as a Conditional Use. The applicant shall make a showing that the proposed use is similar to a Permitted Use or Conditional Use, consistent with the purpose of the zoning district in which the proposed use will be located, compatible with surrounding uses, and conforms to the Comprehensive Land Use Plan. The Zoning Administrator shall determine if the Conditional Use Permit Application is complete and then submit the Application for consideration by the Planning Commission. If the use is of a commercial nature and proposed for a residential zoning district (Rural Residential or Farm Residential), the Planning Commission shall hold a public hearing, evaluate the Application under the criteria in Article 21, and submit a report of its finding and recommendations to the County Board. The County Board shall hold a public hearing, evaluate the Application under the criteria in Article 21, consider the Planning Commission's report, and act on the Application.

On 6/8/2022 the Planning Commission/Board of Adjustment, unanimously majority vote

APPROVED AMENDED DENIED a Conditional Use for: outdoor storage of trailers

(snowmobile, boat & utility) and boats and possible future indoor storage as per findings

of fact, conclusions of law, resolution & order

[description of conditional use and conditions or reasons for denial]

Mike Bell

Chairperson – Itasca County Planning Commission/Board of Adjustment

DECISION

On _____ the County Board of Commissioners, unanimously/ majority vote

APPROVED AMENDED DENIED a Conditional Use for: _____

[description of conditional use and conditions or reasons for denial]

Chairperson – Itasca County Board of Commissioners

Approval includes the findings of fact and compliance with all County, State and Federal Rules, Regulations and Statutes as required by law. In accordance with Section 18.4.1 of the Zoning Ordinance, any aggrieved person may obtain judicial review by obtaining a writ of certiorari from Court of Appeals within 60 days after receipt of due notice of the proceeding and decision sought to be reviewed and by serving said writ upon the Itasca County Auditor and any other adverse party within such period of 60 days.

INTERPRETATION:

The applicant proposes to use this parcel for outdoor storage of trailers (snowmobile, boat and utility) and boats and possible future indoor storage. The parcel is zoned Farm Residential.

ZONING ORDINANCE (Effective 5/1/2018)**Section 2.5 Uses Not Provided for Within Zoning Districts**

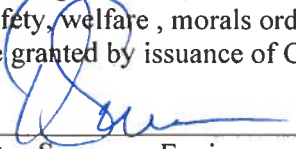
When a land use in any zoning district is not specifically listed as a Permitted Use or Conditional Use, the land use may be considered as a Conditional Use. The applicant shall make a showing that the proposed use is similar to a Permitted Use or Conditional Use, consistent with the purpose of the zoning district in which the proposed use will be located, compatible with surrounding uses, and conforms to the Comprehensive Land Use Plan. The Zoning Administrator shall determine if the Conditional Use Permit Application is complete and then submit the Application for consideration by the Planning Commission. The Application shall be accompanied by the appropriate fee for a Conditional Use Permit. If the use is of a commercial nature and proposed for a residential zoning district (Rural Residential or Farm Residential), the Planning Commission shall hold a public hearing, evaluate the Application under the criteria in Article 21, and submit a report of its finding and recommendations to the County Board. The County Board shall hold a public hearing, evaluate the Application under the criteria in Article 21, consider the Planning Commission's report, and act on the Application. A notice of extension of the 60-day time deadline requirement of Minn. Stat. 15.99 shall be provided if necessary.

REQUEST OF APPLICANT FOR INTERPRETATION:

Attachment: Application submitted 5/9/2022 from LVT, LLC/Andrew MacDonell for N 495' of W 660' of NW NW, Section 25, Unorganized Township 55-27 (Parcel #69-025-2202)

Based on the application and the following, my determination is that the proposed outdoor/future indoor storage facility would be appropriate for a conditional use based on the following:

- The proposed use will be sited on lands which are less suitable for commercial agriculture and forestry than other agricultural lands within the zoning districts per Section 6.4.1 of the Ordinance;
- The proposed use shall be sited on a parcel in a manner which minimizes the amount of productive agricultural and forest land that is converted to the proposed use per Section 6.4.2 of the Ordinance;
- Such permitted and conditional uses have been granted on other parcels and the proposed use would be a combination of such uses; and
- Conditional Use Permits are intended for uses that would not be appropriate generally or without restrictions through the zoning district, but which is controlled as to number, area, location with the neighborhood, and other pertinent considerations would not be injurious to the public health, safety, welfare, morals order, appearance, prosperity, or general welfare thereof. Such uses may be granted by issuance of Conditional Use Permits by the Planning Commission.

Signed: 
Dan Swenson, Environmental Services Director.

Date: 6/8/2022

NOTE: This document shall be attached to the Conditional Use Permit Application.

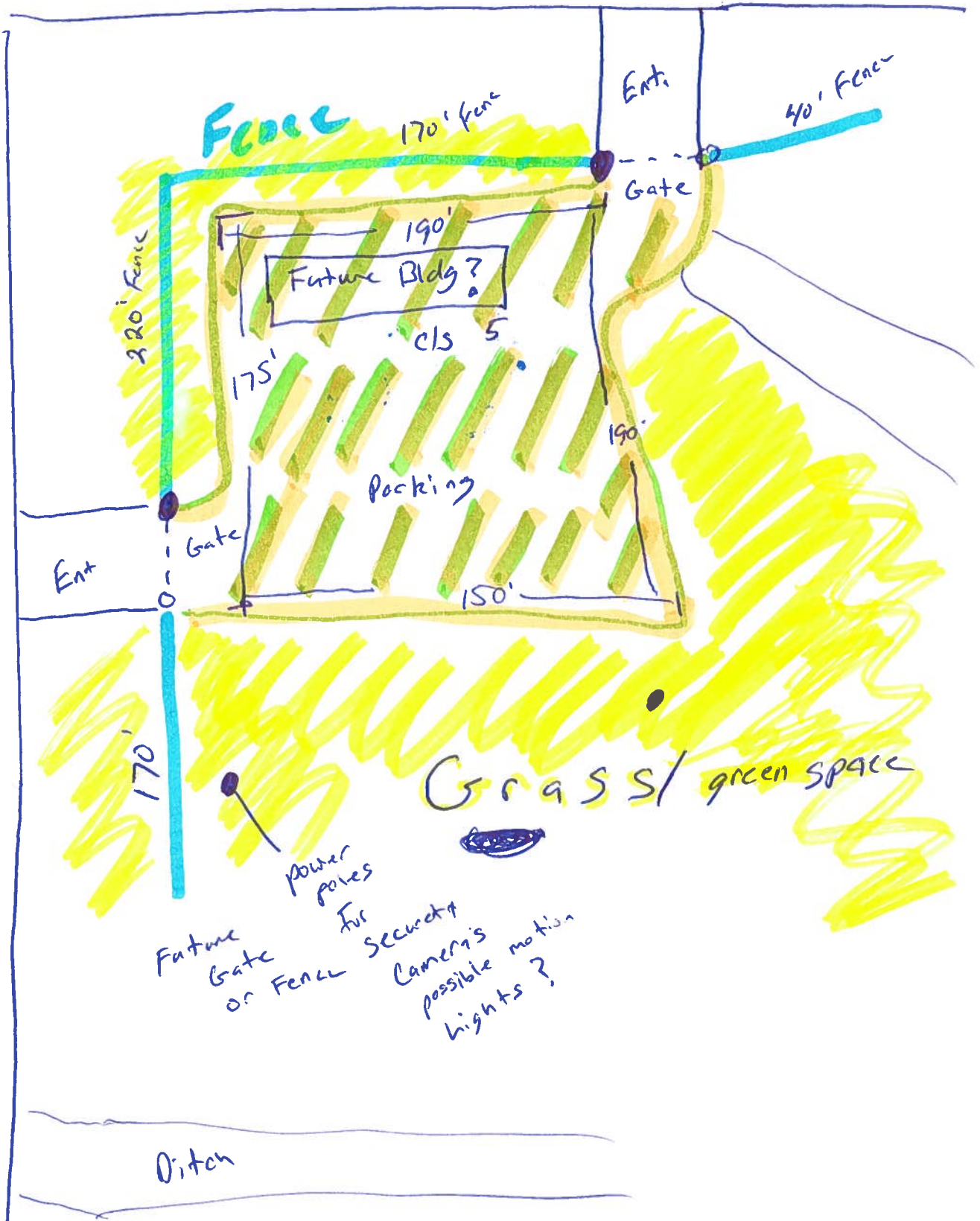
COPY: File, LVT LLC/Andrew MacDonell, PC/BOA

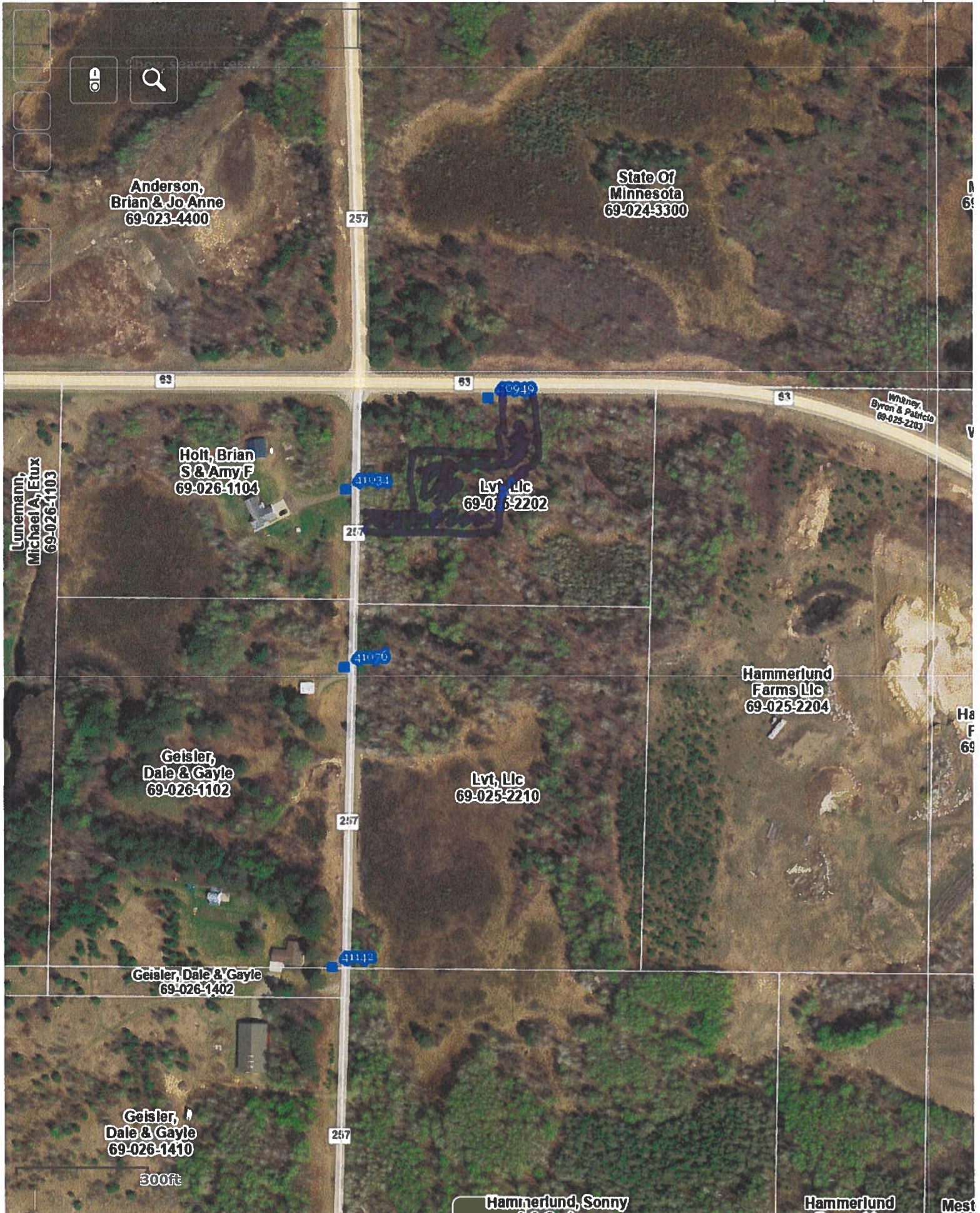
C: PCBA, app, CB

CR63



CR257





In Re:

FINDINGS OF FACT/CONCLUSIONS OF LAW
RESOLUTION AND ORDER

The Conditional Use Permit (CUP) submitted by: LVT, LLC/Andrew MacDonell
34545 MacDonell Rd., Grand Rapids, MN 55744

Location of Property: N 495' of W 660' of NW NW, Section 25, Unorganized Township 55-27
Parcel #69-025-2202

This matter came before the Itasca County Planning Commission/Board of Adjustment (PC/BoA), for public hearing, at their regular meeting on 6/8/2022 with Andrew MacDonell present as representative. In addition to Board Members Bellomy, Kortekaas, Maasch, Butterfield and Oja, also present was Environmental Services Director Dan Swenson. Upon the records, files and proceedings herein, the Board makes the following:

FINDINGS OF FACT

1. The parcel is:
 - A total of 7.50 acres in area;
 - Borders County Road 63/Class B Highway and County Road 257/Class C Highway;
 - Zoned Farm Residential;
 - Non-shoreland;
 - Located in Unorganized Township T55-R27, Commissioner District #1.
2. On 5/9/2022, Andrew MacDonell submitted a conditional use application (CUP) for commercial outdoor storage of trailers (snowmobile, boat and utility) and boats and possible future commercial indoor storage.
3. Outdoor (and indoor) storage of trailers and boats is a CU as per Section 2.5 (or Section), Uses not provided for within zoning districts, and the applicant must show that the proposed use is:
 - similar to a permitted use or CU consistent with the purpose of the zoning district in which the proposed use will be located,
 - compatible with the surrounding uses and
 - conforms to the comprehensive land use plan.If the CU is of a commercial nature and proposed for a residential zoning district (Rural Residential or Farm Residential), the Planning Commission shall hold a public hearing, evaluate the Application under the criteria in Article 21, and submit a report of its finding and recommendations to the County Board. The County Board shall hold a public hearing, evaluate the Application under the criteria in Article 21, consider the Planning Commission's report, and act on the Application.
4. The proposed use is consistent with the existing neighborhood, and the purpose statement of the Farm Residential per Section 6.1 which is to implement the following goals including those contained in the Itasca County Comprehensive Land Use Plan:
Section 6.1 Purpose
The purposes of the Farm Residential Zoning District are to implement the following goals, including those contained in the Itasca County Comprehensive Land Use Plan:
6.1.1 To protect and promote the continuation of rural living, farming, and forestry in areas of Itasca County

- that have historically contained these uses and, therefore, have developed compatible residential patterns and transportation infrastructure;
- 6.1.2 To permit primarily agriculture and forestry land uses and activities;
 - 6.1.3 To separate agricultural and forestry land uses and activities from incompatible residential, commercial, industrial development, and public facilities;
 - 6.1.4 To achieve the goals of growth management, natural resource protection, and economic diversity as stated in the Itasca County Comprehensive Land Use Plan; and
 - 6.1.5 To maintain agricultural and forest land in sufficient size tracts for economic operations.
- 5. Per Section 21.3.2, a Conditional Use Permit may be granted only upon finding all of the following:
 - A. The use conforms to the Comprehensive Land Use Plan of the County;
 - B. The use is compatible with the existing neighborhood;
 - C. The use shall not materially adversely impact air quality and water quality;
 - D. The use shall not cause soil disturbance;
 - E. The site has sufficient access for ingress and egress;
 - F. The site is adequate for water supply and sewage treatment; and
 - G. The use shall not cause unsafe or unhealthy conditions.
 - 6. Per the Comprehensive Land Use Plan, the Commercial/Industrial Goal/Economic Development Objective encourages the development of new businesses.
 - 7. Mitigation practices on the CUP application do not apply as property is non-shoreland.
 - 8. The MPCA requirement to obtain a General Storm Water Permit prior to construction activity (clearing, grading and excavation activities) that results in the disturbance of one acre or more is the applicants' responsibility. SWCD shall be contacted if there were to be disturbance of any wetlands.
 - 9. There will be two accesses for ingress/egress, one from County Rd. 257 and one from County Rd. 63. The property will be fenced and gated. The project shall meet all zoning requirements.
 - 10. On 6/6/2022, an email was received from Brian Holt with concerns regarding lighting, tree removal and excavation on his property near a power pole.
 - 11. As required in Article 18, notice of the 6/8/2022 PC/BoA hearing and 6/21/2022 County Board hearing was sent to property owners within ¼ mile of the affected properties, SWCD (Andry Arens), DNR Forester (Deer River), Itasca County Engineer and Commissioner Tinquist for their information and comment.
 - 12. Notice of the 6/8/2022 site inspection and public hearing was published in the 5/25/2022 issue of the *Grand Rapids Herald Review* and the 5/26/2022 of the *Scenic Range NewsForum*.
 - 13. The County Board will conduct their public hearing on 6/21/2022 in the County Board Room of the Courthouse meeting begins at 2:30 p.m. Notice of this hearing was published in the 6/5/2022 issue of the *Grand Rapids Herald Review* and the 6/9/2021 issue of the *Scenic Range NewsForum*.
 - 14. Per Minnesota Statute 15.99, the 60-day timeline shall expire on 7/8/2022.
 - 15. On 6/7/2022, Commissioner Tinquist recommended approval of the application.
 - 16. The site was viewed by the Planning Commission/BOA on 6/8/2022 in the morning before the hearing.
-

17. At the 6/8/2022 meeting, Mr. MacDonell commented the maximum size for a possible future storage building would be 54'x130'.
18. If said conditional use is approved, it shall be the responsibility of the applicant to notify the Environmental Services Department upon completion of the project including any conditions. The property may be inspected at any time to ensure and affirm all conditions and terms of the permit are in compliance.
19. The record consists of:
 - PCBA 01- Conditional Use Application submitted 5/9/2022, Interpretation (3 pgs.);
 - PCBA 02- Site plan/map and aerial photo (2 pgs.);
 - PCBA 03- Construction plans/survey (3 pgs.);
 - PCBA 04- Notice dated 5/24/2022 to property owner, etc. (2 pgs.);
 - PCBA 05- Notice dated 5/24/2022 to Commissioner Tinquist;
 - PCBA 06- Notice dated 5/24/2022 to affected property owners; list of affected property owners; parcel map; plat book map (6 pgs.);
 - PCBA 07- Conditional Use Order;
 - PCBA 08- 6/6/2022 email from Brian Holt;
 - PCBA 09- Staff report dated 6/3/2022 (2 pgs.);
 - PCBA 10- Criteria forms completed by the PCBA members (5 pgs.).

FROM THE FOREGOING FINDINGS OF FACT, the Board makes the following:
CONCLUSIONS OF LAW

The conditional use application should be approved pursuant to Sections 21.3 of the Zoning Ordinance because:

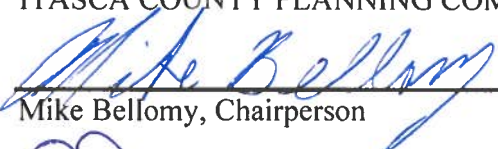
- A. The use conforms to the comprehensive plan of the County as the CLUP allows and encourages new businesses/business expansion; storage areas/buildings are needed and will provide safe storage of trailers and boats;
- B. The use is compatible with the existing neighborhood—the use will be located in a remote location and will have limited business activity/traffic; there is a gravel pit and storage facility in the area;
- C. The proposed use will not materially adversely impact air quality, water quality or cause soil disturbance—use will only be for indoor/outdoor storage; there will be no well/septic; drainage will be contained to the property;
- D. There is sufficient access for ingress and egress and is adequate for water supply and sewage treatment—there will be two gated accesses for ingress/egress (from County Rd. 257 and County Rd. 63); there will be no well/septic;
- E. The use will not cause unsafe or unhealthy conditions—use will only be for storage; property will be fenced; have gated accesses; and no unsafe or unhealthy conditions are anticipated.

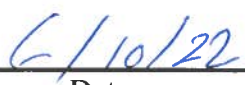
RESOLUTION

NOW THEREFORE, Maasch/Oja motioned to recommend (to the County Board) approval of the CUP application submitted by LVT, LLC/Andrew MacDonell for outdoor/indoor storage of trailers (snowmobile/boat/utility) and boats and include a 54'x130' storage building as set forth in the 6/3/2022 staff report. Motion carried unanimously.

Condition/s: 1) Lights to be shielded from neighbors;
2) Plant conifers for a buffer/screening between the two culverts along County Road 257;

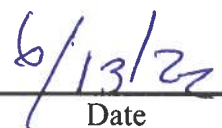
ITASCA COUNTY PLANNING COMMISSION/BOARD OF ADJUSTMENT:

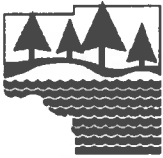

Mike Bellomy, Chairperson


Date

ATTEST:


Dan Swenson, Environmental Services Director


Date



**ITASCA COUNTY
PLANNING COMMISSION/BOARD OF ADJUSTMENT**

123 NE 4th St
Grand Rapids, MN 55744
(218) 327-2857

Wednesday, 6/8/2022

11:00 A.M.

Itasca County Boardroom

The regular meeting of the Itasca County Planning Commission/Board of Adjustment (PC/BoA) was held on Wednesday, 6/8/2022, at 11:00 a.m. * in the County Board Room of the Courthouse with the following in attendance:

MEMBERS PRESENT: Richard Kortekaas, Dan Butterfield, Mike Bellomy, Mike Oja, Lisa Maasch;

ABSENT: None;

EXOFFICIO: Environmental Services Director Dan Swenson;

GUESTS: Andrew MacDonell

*Members met at the Courthouse at 9:00 a.m. to view the property and then returned to the Courthouse to hold the meeting.

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

Minutes. Upon the motion of Kortekaas/Butterfield, which carried unanimously, the minutes of the 5/11/2022 hearing (which was continued on 5/24/2022) were approved as distributed.

Agenda. Butterfield requested the WPIC report be removed from the agenda since there was no meeting.

LVT LLC/Andrew MacDonell/CUP— N 495' of W 660' of NW NW, Section 25, Unorganized Township 55-27 (Parcel #69-025-2202)—submitted a Conditional Use Permit (CUP) application for outdoor storage and possible future indoor storage of trailers (snowmobile/boat/utility) and boats. Mr. Swenson entered the staff report dated 6/3/2022 into the record and added PCBA 08 (email from Brian Holt). Mr. MacDonell was present and discussed his proposed plan and Mr. Holt's concerns noting the power pole area will be filled and cleaned up. He explained that he owns Lakeview Terrace and storage will be for his personal equipment and Lakeview Terrace tenants' equipment at this time (which will allow more room for improvements at Lakeview Terrace); a possible future storage building will be a maximum of 54'x130'; lighting will be directed away from neighbors; spruce trees will be planted for screening along County Road 257; most of the traffic will be seasonal and the County Road 257 access will be primarily used. Kortekaas/Oja motioned to close the meeting to public input which carried unanimously.

Motion: Maasch/Oja motioned to recommend (to the County Board) approval of the CUP application submitted by LVT, LLC/Andrew MacDonell for outdoor storage of trailers (snowmobile/boat/utility) and boats and 54'x130' storage building as set forth in the 6/3/2022 staff report. Motion carried unanimously.

Condition/s: 1) Lights to be shielded from neighbors;
2) Plant conifers for a buffer/screening between the two culverts along County Road 257;

As per Section 2.5 of the Zoning Ordinance, since this CUP is of a commercial nature and proposed for a residential zoning district, the Planning Commission will make their recommendation to the County Board who will act on the application after holding a public hearing scheduled for 6/21/2022.

At 11:30 a.m. Chair Bellomy adjourned the meeting.

By: Diane Nelson
Diane Nelson, Recording Secretary

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: LVT, LLC (Andrew MacDonell)
Proposed Use: Outdoor storage of recreational trailers
Township/Range: N 495' of W 660' of NW NW, Sec. 25, 55-27

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County.

Yes storage building and areas are needed
will clean up trailers that are at trailer park-

2. The use is compatible with the existing neighborhood.

Other ~~storage~~ storage to the west on 63
and a pit East of site

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance.

NO it will not no well or septic
He will be the only one hauling in there for the
most part

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.

yes two gated drives 257 & 63

5. The use shall not cause unsafe or unhealthy conditions.

NO it will not-

■ When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

Richard Kortenaar

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: LVT, LLC (Andrew MacDonell)
Proposed Use: Outdoor storage of recreational trailers
Township/Range: N 495' of W 660' of NW NW, Sec. 25, 55-27

Yes, Recommended to
Co. Bd.
6-8-2022 ASB

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County.

Yes encourages new business for expansion
of business.

2. The use is compatible with the existing neighborhood.

Yes remote location
Secured storage, limited traffic

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance.

parking/storage No well/septic

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.

2 ingress/egress exits. No well/septic

5. The use shall not cause unsafe or unhealthy conditions.

No well/septic,
Secured gated access

■ When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects. Screen/buffer from neighbors
② lighting not to affect neighbors

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: LVT, LLC (Andrew MacDonell)

Proposed Use: Outdoor storage of recreational trailers

Township/Range: N 495' of W 660' of NW NW, Sec. 25, 55-27

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County. *yes - Encourages the development of new business.*
2. The use is compatible with the existing neighborhood. *yes - other storage units in the area and a gravel pit*
3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance. *no it will not → It is going to be used for parking of trailers, boats, - maybe a storage building in the future.*
4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment. *yes - two entrances - 1 on CR 163 and 1 on CR 257
There will be no water or sewage.*
5. The use shall not cause unsafe or unhealthy conditions.
~~There will~~ It will be fenced & gated. ^{only} will be used for storage.

■ When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

Conditions:

54x130 - storage in future

lighting to be shielded from neighbors

planting conifers for buffer in ^{gate} area on 257

Lisa Maasch

10-8-22

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: LVT, LLC (Andrew MacDonell)

Proposed Use: Outdoor storage of recreational trailers

Township/Range: N 495' of W 660' of NW NW, Sec. 25, 55-27

Future 54' x 130'
cold storage

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County.

yes promotes business growth & expansion
and safe storage for trailers

2. The use is compatible with the existing neighborhood.

yes existing gravel, Area 228 63

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance.

All Drainage is contained to
property. minimal soil disturbance

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.

63/257 Access and movement of
Trailers etc is limited/seasonal.
no well/sewer.

5. The use shall not cause unsafe or unhealthy conditions.

will not cause unsafe/unhealthy
and property is secured, gated.

■ When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

Mike Ze 6/6/2000

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: LVT, LLC (Andrew MacDonell)

Proposed Use: Outdoor storage of recreational trailers

Township/Range: N 49S' of W 660' of NW NW, Sec. 25, 55-27

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County.

YES, new business is allowed & encouraged

2. The use is compatible with the existing neighborhood.

YES, only 1 nearby neighbor. business activity will be limited.

3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance.

WILL NOT ADVERSELY IMPACT AIR & WATER QUALITY, THERE WAS CONSIDERABLE SOIL DISTURBANCE

4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.

YES, Good sight lines for ingress & egress. Water supply & sewer N/A

5. The use shall not cause unsafe or unhealthy conditions.

SHALL NOT

■ When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.

Diane Nelson

From: BRIAN HOLT <holtbrians@aol.com>
Sent: Monday, June 6, 2022 10:09 PM
To: Diane Nelson
Subject: Conditional Use Permit

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

Hello,

I received notice of a hearing for an application for a CUP by LVT, LLC located at the intersection of County Road 63 and 257.

I live across the street from this operation. I am mainly concerned about the property owners installing security lighting in their trailer storage area.

Unfortunately, they cut down all the trees for this project and have installed several tall light poles. I am very concerned about those lights having an impact on us here directly across the street from it.

They have installed a gate on CR 257, will this increase traffic on 257?

They have the power pole in my yard dug up and it has been since at least 11/2021. There are utilities marked with flagging, not sure how long it has to be like that.

Thank you,

Brian Holt
41034 County Road 257
Cohasset
218-349-4640

CRITERIA NECESSARY FOR THE GRANTING OF A CONDITIONAL USE PERMIT (CUP)

RE: Applicant: LVT, LLC (Andrew MacDonell)

Proposed Use: Outdoor storage of recreational trailers

Township/Range: N 495' of W 660' of NW NW, Sec. 25, 55-27

A CUP MAY BE GRANTED ONLY UPON FINDING ALL OF THE FOLLOWING:

1. The use conforms to the comprehensive plan of the County.
2. The use is compatible with the existing neighborhood.
3. The use shall not materially adversely impact air quality, water quality or cause soil disturbance.
4. The site has sufficient access for ingress and egress and is adequate for water supply and sewage treatment.
5. The use shall not cause unsafe or unhealthy conditions.

■ When in the opinion of the Planning Commission/BoA (PC/BoA), a CUP may result in a material adverse effect on the environment, the applicant may be requested by the PC/BoA to demonstrate the nature and extent of the effect and to demonstrate methods for mitigating or minimizing the adverse effects.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2437

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease, Roger Clark

AGENDA ITEM:

Bass Lake Park Campground Fee Schedule

BOARD ACTION REQUESTED:

Determine and authorize new campsite fees at Bass Lake County Campground.

BACKGROUND:

Bass Lake Park campground is a rustic campground now with 43 sites. The current nightly fee is \$15.00 for all sites with no electrical hookup. We are adding electricity to 16 sites in Loop A with 20, 30, and 50 amp service. Due to the addition of providing electrical hookup, the current fee schedule needs to be reviewed and updated.

Research on campsite fees at other local campgrounds:

Atkin County with Electric - \$20.00

Nashwauk Full Hookup - \$25.00

Pokegama Dam with Electric - \$26.00

School Craft with Electric - \$30.00

Scenic State with Electric - \$34.00

Fairgrounds with 30 Amp - \$30.00 - 50amp - \$35.00

Little Winnie Resort with Electric and Water - \$40.00

Some of these campgrounds provide shower facilities and have staffing onsite.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

06/21/2022

It was the consensus of the County Board to direct staff to prepare a request for the County Board's June 28, 2022 Consent Agenda to determine new campsite fees of \$30 per night for non-electric sites and \$40 per night for electric sites at Bass Lake County Campground.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2441

DEPARTMENT: Land Department

TIME REQUESTED: 5 Minutes

PRESENTER: Kory Cease

AGENDA ITEM:

Property for Sale Adjacent to Fairgrounds

BOARD ACTION REQUESTED:

Determine whether the county has an interest in pursuing the potential purchase of property (parcels 91-016-2406 & 91-016-2301) adjacent to the west boundary of the fairgrounds.

BACKGROUND:

The county has been offered the opportunity to purchase parcels 91-016-2406 & 91-016-2301 (owned by the Itasca Vintage Car Club) adjacent to the west boundary of the fairgrounds. The Board should determine whether to direct county staff to enter into negotiations on the potential purchase of the property. The property contains approximately 4.9 acres and a small structure.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Parcels 91-016-2406 and-2301_Map

06/21/2022

It was the consensus of the County Board to direct staff to begin preliminary negotiations regarding the property and present the findings at an upcoming County Board Work Session.

Zoning Web Map



6/15/2022, 5:00:54 PM

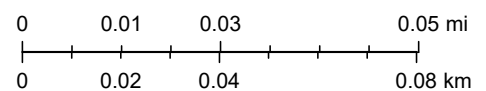
1:2,257

Road Centerline

Tax Parcel

E911 Address Points

Parcel Number & Name





**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2399

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Megan Christianson

AGENDA ITEM:

2020/2021 Itasca County Tourism Economic Impact

BOARD ACTION REQUESTED:

Receive presentation regarding the 2020/2021 Itasca County Tourism Economic Impact.

BACKGROUND:

See attached 2021 Annual Report, Explore Minnesota Tourism Economic Impact Sheet, and the following YouTube links:

Future of Tourism: https://www.youtube.com/watch?v=i4gGSYd_BXI

Summertime Video: <https://www.youtube.com/watch?v=mOCMrUvYKX4>

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

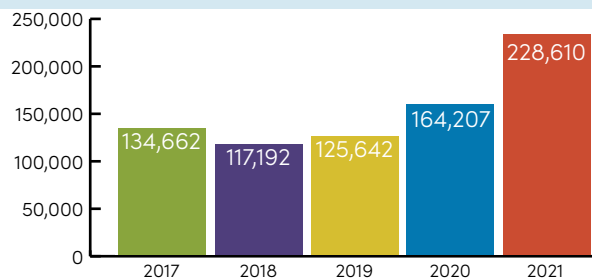
1. 2021-VGR-Annual-Report
2. 2022 Fact Sheet

RESULT:

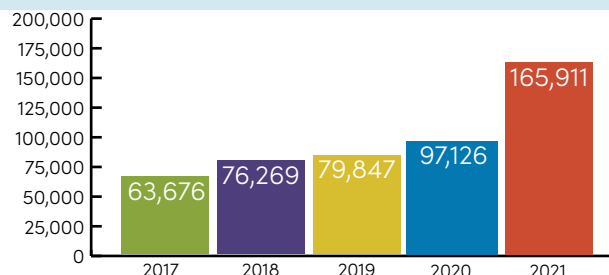
INFORMATIONAL - NO ACTION TAKEN

OWNED

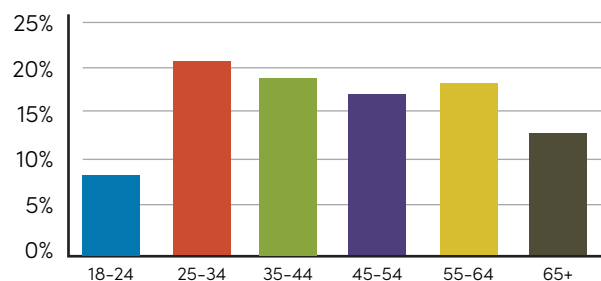
Website Visits



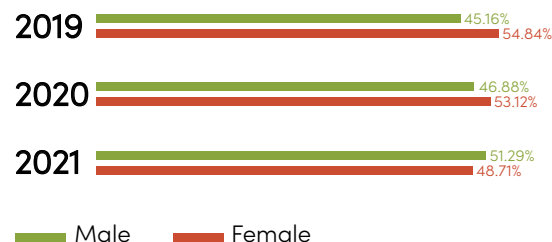
Mobile Visits



Age of Users



Gender of Users



Top Countries

1. United States	87,323
2. Canada	1,972
3. Mexico	381

Top States

1. Minnesota	96,537
2. Illinois	29,762
3. Michigan	11,395
4. Wisconsin	10,093
5. Iowa	5,436
6. North Dakota	3,427
7. California	3,191
8. Texas	3,112
9. South Dakota	2,715
10. Indiana	2,346

Top 10 Pages

1. Places to Stay	6. Visitor Guide
2. Home Page	7. Festival/Events
3. Things To Do	8. Hiking
4. Events Calendar	9. Snowmobiling
5. Book>Direct	10. ATV/OHV

EARNED



Likes

2019 21,394
2020 21,482
2021 21,656



Organic Reach

2020 1,225,688
2021 1,846,380



Followers

2019 1,112
2020 1,350
2021 1,991



TikTok
2021

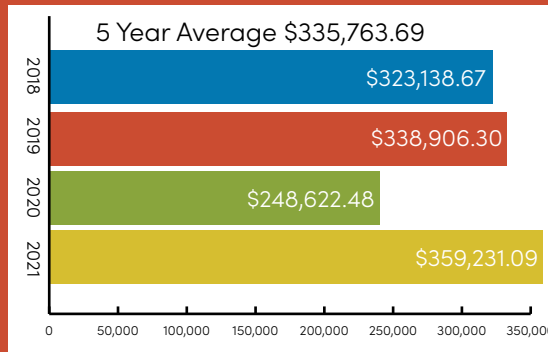
289 Followers
722 likes

Book>Direct Data

Searches 18,309

\$198,133.76 booked through top states:
MN, IL, MI, WI, ND, IA, OH, TX, CA, CO

LODGING TAX



MISSION

To generate a positive economic impact through destination marketing, and tourism and hospitality advocacy in the greater Grand Rapids, Minnesota area.

TOURISM'S ECONOMIC IMPACT ON MINNESOTA



2019



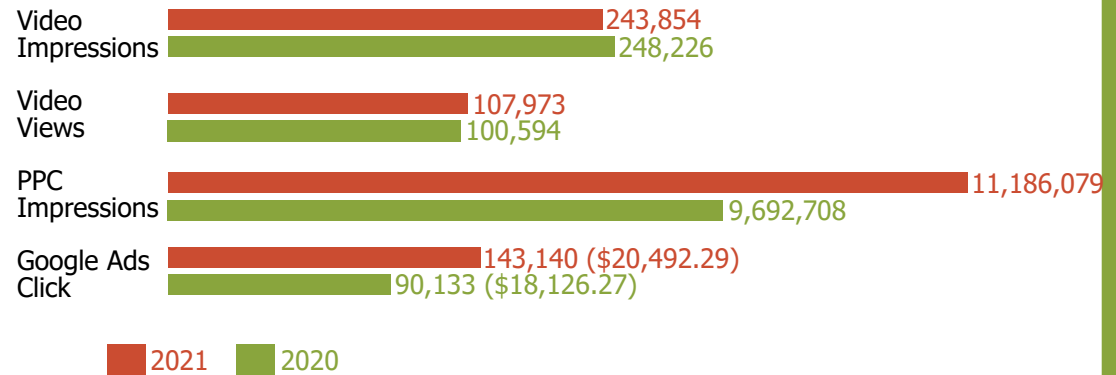
2020

TRAVEL AND TOURISM IN NE MINNESOTA

NORTHEAST REGION	Gross Sales	State Sales Tax	Private Sector Employment
Carlton	\$49,412,312	\$3,185,631	917
Cook	\$67,897,385	\$4,453,808	773
Itasca	\$69,954,973	\$4,358,173	1,259
Kanabec	\$14,595,215	\$984,821	274
Koochiching	\$31,056,022	\$1,968,264	528
Lake	\$37,670,370	\$2,443,071	571
Pine	\$51,230,209	\$2,816,908	815
St Louis	\$436,164,247	\$28,508,724	8,701
Region Total	\$757,980,733	\$48,719,400	13,838

Year	Gross Sales	Jobs
2018	\$76,695,437	1,524
2019	\$79,946,569	1,501
2020	\$69,954,973	1,259

PAID DIGITAL ADS



**SCAN THE QR CODE TO
ACCESS THE INTERACTIVE
VISITOR GUIDE**



**For More
Information Contact:**

Megan Christianson
Visit Grand Rapids Executive Director
218-326-9607
megan@visitgrandrapids.com

www.visitgrandrapids.com

Check-Out NEW Website →

TOURISM'S ECONOMIC IMPACT ON MINNESOTA

2020 Tourism Facts by County

\$16.6
BILLION
Leisure and
Hospitality Industry
Gross Sales

\$1.1
BILLION
State
Sales Tax

276
THOUSAND
Jobs

\$11.7
BILLION
Leisure and
Hospitality Industry
Gross Sales

\$731
MILLION
State
Sales Tax

205
THOUSAND
Jobs

2019

2020

County	Gross Sales	State Sales Tax	Private Sector Employment
TWIN CITIES METRO REGION			
Anoka	\$539,768,235	\$35,605,698	10,406
Carver	\$174,113,613	\$11,531,652	3,645
Chisago	\$66,479,432	\$4,421,121	1,446
Dakota	\$811,285,372	\$51,913,874	14,977
Hennepin	\$3,211,248,593	\$200,048,831	57,764
Isanti	\$42,668,008	\$2,811,025	913
Ramsey	\$1,800,931,686	\$113,733,687	20,973
Scott	\$305,159,577	\$16,268,264	4,712
Washington	\$490,180,452	\$32,394,274	9,360
Wright	\$216,849,754	\$12,179,510	3,924
Region Total	\$7,658,684,722	\$480,907,936	128,120
NORTHEAST REGION			
Carlton	\$49,412,312	\$3,185,631	917
Cook	\$67,897,385	\$4,453,808	773
Itasca	\$69,954,973	\$4,358,173	1,259
Kanabec	\$14,595,215	\$984,821	274
Koochiching	\$31,056,022	\$1,968,264	528
Lake	\$37,670,370	\$2,443,071	571
Pine	\$51,230,209	\$2,816,908	815
St Louis	\$436,164,247	\$28,508,724	8,701
Region Total	\$757,980,733	\$48,719,400	13,838
SOUTHERN REGION			
Big Stone	\$5,016,463	\$362,626	100
Blue Earth	\$158,741,583	\$10,132,949	3,618
Brown	\$31,872,202	\$2,103,103	917
Chippewa	\$14,358,290	\$995,435	335
Cottonwood	\$11,599,201	\$733,992	282
Dodge	\$9,558,168	\$669,694	358
Faribault	\$8,485,102	\$585,713	208
Fillmore	\$17,390,336	\$1,190,301	461
Freeborn	\$40,083,695	\$2,686,098	993
Goodhue	\$84,785,859	\$4,940,172	1,670
Houston	\$12,713,533	\$797,886	318
Jackson	\$9,035,695	\$599,401	226
Lac qui Parle	\$4,609,820	\$324,798	90
Le Sueur	\$27,605,179	\$1,629,370	452
Lincoln	\$3,926,978	\$264,017	84
Lyon	\$44,896,494	\$2,872,221	897
Martin	\$36,387,066	\$2,314,048	707
Mower	\$47,266,755	\$3,086,045	980
Murray	\$5,968,552	\$412,297	128
Nicollet	\$33,334,753	\$2,171,444	796
Nobles	\$26,780,063	\$1,740,320	528
Olmsted	\$384,571,776	\$24,938,825	7,685
Pipestone	\$9,498,266	\$656,397	275
Redwood	\$21,496,482	\$1,247,554	326
Renville	\$7,825,955	\$551,424	184
Rice	\$102,478,485	\$5,935,397	1,869
Rock	\$9,016,360	\$622,818	232
Sibley	\$6,966,522	\$491,793	173
Steele	\$58,323,472	\$3,902,803	1,263
Swift	\$7,485,201	\$520,451	191
Traverse	\$1,451,149	\$98,651	36
Wabasha	\$24,284,370	\$1,510,318	511
Waseca	\$17,203,056	\$1,118,268	385
Watsonwan	\$7,211,057	\$474,558	227
Winona	\$72,981,345	\$4,398,721	1,973
Yellow Medicine	\$12,042,943	\$493,675	204
Region Total	\$1,377,252,226	\$87,573,583	29,682

County	Gross Sales	State Sales Tax	Private Sector Employment
CENTRAL REGION			
Aitkin	\$21,536,816	\$1,417,738	458
Benton	\$47,397,678	\$3,004,627	974
Crow Wing	\$213,038,436	\$13,082,858	3,375
Douglas	\$90,603,889	\$5,794,558	1,873
Grant	\$2,834,408	\$180,887	40
Kandiyohi	\$84,479,527	\$5,388,171	1,569
McLeod	\$41,614,612	\$2,779,672	1,030
Meeker	\$13,522,446	\$899,045	363
Mille Lacs	\$51,787,315	\$2,940,681	796
Morrison	\$41,758,596	\$2,791,877	876
Otter Tail	\$81,777,455	\$5,349,506	1,760
Pope	\$12,794,312	\$859,103	298
Sherburne	\$102,079,083	\$6,802,942	2,243
Stearns	\$265,721,570	\$17,540,667	5,711
Stevens	\$12,945,194	\$714,407	285
Todd	\$16,778,443	\$1,143,372	352
Wadena	\$18,013,366	\$1,055,130	323
Region Total	\$1,118,683,146	\$71,745,241	22,326
NORTHWEST REGION			
Becker	\$62,745,614	\$3,993,486	1,472
Beltrami	\$124,161,005	\$6,402,368	1,900
Cass	\$108,181,997	\$6,670,665	1,464
Clay	\$70,133,312	\$4,524,450	1,520
Clearwater	\$5,733,481	\$362,781	146
Hubbard	\$36,107,007	\$2,406,523	648
Kittson	\$1,787,887	\$110,198	47
Lake of the Woods	\$43,719,372	\$2,268,931	453
Mahnomen	\$8,268,999	\$562,632	80
Marshall	\$4,239,491	\$324,579	90
Norman	\$2,643,193	\$178,024	48
Pennington	\$25,239,790	\$1,694,078	475
Polk	\$41,443,322	\$2,534,773	846
Red Lake	\$2,738,363	\$175,462	80
Roseau	\$16,603,605	\$1,025,719	335
Wilkin	\$2,833,474	\$210,066	N/A
Region Total	\$556,579,912	\$33,444,735	9,604
MINNESOTA TOTAL	\$11,662,504,210	\$730,869,322	204,519

2019 TO 2020 CHANGE

■ Down more than 20%
 ■ Down 11-20%
 ■ Down 0-10%
 ■ Up
 ■ 2019/2020 data not available

EXPLORE MINNESOTA
MNTOURISMMATTERS.COM

NOTES: State total does not equal the sum of counties or regions because some data is withheld to avoid disclosure of individual businesses; and some state level data is for businesses located outside of Minnesota. The Leisure and Hospitality industry consists of Accommodations; Food Services and Drinking Places; and Arts, Entertainment and Recreation.

SOURCE: Minnesota Department of Revenue, U.S. Bureau of Labor Statistics Quarterly Census of Employment and Wages (2020)



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2443

DEPARTMENT: Administrative Services

TIME REQUESTED: 5 Minutes

PRESENTER: Jon Eisele, Enbridge

AGENDA ITEM:

Enbridge Plaque Presentation

BOARD ACTION REQUESTED:

Receive presentation of the Enbridge Line 3 Commemorative plaque.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:

INFORMATIONAL - NO ACTION TAKEN



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2447

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Shane Zahrt

AGENDA ITEM:

Highway 169 Cross Range Expressway Update

BOARD ACTION REQUESTED:

Receive update regarding the Highway 169 Cross Range Expressway from Flaherty & Hood representatives.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 6.2.2022 F&H Memo to Itasca County (Cross Range)

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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MEMORANDUM

To: Itasca County Board and Staff
From: Shane Zahrt and Erik Simonson, Flaherty & Hood, P.A.
Date: June 2, 2022
Re: Legislative Update and Next Steps

Itasca County Commissioners and staff:

With the 2022 regular legislative session having concluded, this memorandum is intended to provide the County with a brief legislative recap and help lay out next steps in creating a road map toward the formation of a Coalition to advocate for the completion of the Highway 169 Cross Range Expressway project. This memo is structure to provide the following:

- 1) A brief legislative recap on efforts to advance the project during the 2022 regular session
- 2) A set of next steps and questions we will begin to address to form the Cross Range Coalition and set a structure of collaboration between the firm and the County to address each; and
- 3) Instructive documents from the Highway 14 Partnership that may help structure the County's thoughts about how to organize a corridor coalition.

Legislative Recap

As the County is aware, the 2022 legislative session began with high hopes and ended without much productivity. Session began with news of a \$9.2 billion state general fund surplus and high hopes of a large bonding bill and other measures passing. In the end, almost no major spending bills passed despite the Governor and legislative leaders reaching a global spending deal with a full week left in session. As of this writing, Governor Walz and some legislators have expressed a desire to come back into special session to pass major spending bills, but that currently seems unlikely to come to fruition.

Still, it was an active session in the transportation committee and opportunities to move the Cross Range project forward did present themselves. We are confident progress would have been included in a final transportation deal had there been one before the end of session.

Senator Tomassoni and Representative Sanstede's introduction of SF 3839/HF 4173 helped keep the Cross Range project in the spotlight by proposing to appropriate \$150 million to complete the entire project. The reception of the bill in the Senate and House of Representatives respectively reflect the vastly different approaches that each body was taking toward projects of this type this year. In the Senate, earmarks were welcome, and the Transportation Committee both heard the bill (with great testimony from Commissioner Trunt), and included full funding for the project in its omnibus bill.

The House, on the other hand, did not hear HF 4173 or any other Highway earmark projects. Instead, it focused on upgrading the Corridors of Commerce program and restoring regional balance to its project selection. Their work in that space was laudable, and Itasca County provided written testimony that was acknowledged in committee hearings. The written testimony also sparked discussions with legislators like Rep. Paul Torkelson and MnDOT staff about how to provide funds to enable projects to advance toward readiness.

Meanwhile, we worked closely with MnDOT District 1 to refine our understanding of project needs. The results of this work were twofold. First, those discussions helped us refine the project description contained in SF 3839, and ultimately in the Senate's omnibus bill, so that if the bill had passed it would

have correctly encompassed all of the work still required to be completed on the Cross Range project. Second, it allowed us to identify what would be needed to advance the project in absence of full funding. As the County is aware, \$500,000 was appropriated in 2021 to advance planning work on the project, but with the help of District 1, we identified that supplementing those dollars with another \$500k would enable the Department to conduct a full “Planning and Environmental Linkages” (“PEL”) study. This type of study is less extensive than an Environmental Impact Statement (“EIS”) but completing a PEL now would advance the project by cutting down the time needed to complete a full EIS in the future.

The differing approaches between the House and Senate continued to present themselves in the final hours of negotiations. We heard from Senate negotiators that they had repeatedly offered versions of the Cross Range project but the House would not agree. Finally, by working with Rep. Sanstede and thanks to her efforts to speak directly with House Transportation Chair Frank Hornstein, we were told that both sides had agreed to \$500,000 to advance the PEL.

Although major differences in transportation finance items remained at the end of session that prevented an agreement from ever being presented to the public, Flaherty & Hood lobbyists and Loren Solberg were hearing from legislators and staff from both parties that \$500,000 for the project was agreed to and was in the final bill.

Next Steps

Broadly, we recommend that the County and Flaherty & Hood establish a structure and begin meeting regularly to move key questions forward. We recommend that the County identify a small group of Commissioners and staff to meet with Flaherty & Hood staff at least bi-weekly to work through each of these issues. From the firm, we would intend to include Shane Zahrt and Erik Simonson in these meetings on a regular basis but may include others from the Flaherty & Hood Team as necessary. For example, Flaherty & Hood Senior Attorney/Lobbyist Elizabeth Wefel has a great deal of experience with entity formation and compliance, while others—such as members of our communications team—have useful expertise as we start to consider rolling out the effort to prospective members, legislators, and press. We also recommend including the County’s government relations representative Loren Solberg.

Possible Models

The County has made it clear that it is committed to seeing this project through, and doing what it takes to finally complete the Cross Range project. That said, there are still a few models this work could follow.

- The County directly hires lobbyists to continue to push for the project at the legislature
 - o This approach may be the most straightforward, but places the largest burden on the County
- The County funds, leads, and controls the effort, but establishes a named “coalition” of supporters who are asked to weigh in with legislators and others but not necessarily pay dues
 - o Somewhat common with larger lobbying efforts that are nonetheless for a single, discrete project—especially shorter term efforts
 - o Less bureaucracy/organizational management burden, but also may not carry all the benefits of a broader coalition
- The County leads the formation of a separate entity from itself, into which others pay dues and join as members
 - o The Highway 14 Partnership model
 - o Common with large, multi-phase, multi-year efforts

- The County will cede some direct control over directing the lobbying and function of the group, but will gain a broader, formal coalition
- If we move forward with this model, goal should be to roll out membership drive by Fall

Regardless of which model we move forward with, but especially if we continue to advance toward a Partnership or Coalition model, questions that will need to be addressed include, but are not limited to:

- Entity formation
- Group structure/governance
- Membership and dues
- Recruitment
- Communications, materials, and messaging

Flaherty & Hood will assist the County with each of these items, but each of these areas will be best served if there is also an identified point of contact with the County Board or Staff to help carry it out.

Example: Highway 14 Partnership

While we acknowledge that regional and project-based differences between Northeast Minnesota/Highway 169 and Southern Minnesota/Highway 14 will lead to distinctions in how each Coalition is ultimately structured, our firm's experience working with the Highway 14 Partnership also provides a useful example as we start to structure a Cross Range Coalition.

To give the County a window into how that group was structured and to help you start to form thoughts about how to structure a similar group for the Cross Range, attached are some documents from the U.S. Highway 14 Partnership that we feel could be instructive to the County.

These include:

- A document titled "About the Partnership," providing a broad overview and recent history of the group
- A copy of the organization's bylaws
- ¹A copy of the organization's dues/membership sign-up forms from 2019 showing the dues structure for various entity types
- A sample copy of the organization's policy positions from 2019-20

As we indicated earlier in the year, we have also spoken with current Highway 14 Partnership President Kevin Raney about having a conversation with the Board or others to share best practices, and we would still be happy to set up such a meeting.

Thank you

Although the regular legislative session came to an unproductive end, it has been a pleasure to work with the County so far and we look forward to seeing this project through.

¹ 2019 was selected as the example year because the Partnership has since restructured its dues and processes to reflect the advanced stage of the road projects and the decreased level of legislative activity required.



About the Partnership

The U.S. Highway 14 Partnership was formed in 1998 to expand U.S. Highway 14 to four lanes between New Ulm and Rochester.

The Partnership consists of cities, counties, townships, chambers of commerce, businesses and individuals impacted by U.S. Highway 14. We lobby at the state and federal levels to secure funding for the project and ensure public input into the process of expanding Highway 14.

Highway 14 impacts the safety, economy, and quality of life in Southern Minnesota. It is the most populous 100 miles in Greater Minnesota lacking a four-lane highway.

Guiding Principles

The U.S. Highway 14 Partnership lobbies for the entire Highway 14 project, all the way from New Ulm to Rochester. Member areas that have already seen their part of highway expanded remain in the Partnership because they are committed to completion of the entire project and understand the impact it has on the entire region.

The Partnership is a non-partisan organization and works to engage all legislators along Highway 14 in finding a way to complete the project.

The Expansion Project

For more than 60 years, passionate advocates in southern Minnesota have been calling for improvements to the Highway 14 corridor as population growth in regional centers made the highway increasingly unsafe and inefficient. The portion of U.S. Highway 14 between New Ulm and Rochester spans more than 100 miles. The first expansion on this span of Highway 14 began construction in 1959.

More than 60 years later, we have never been closer to being able to drive all the way from New Ulm to Rochester on a safe, efficient, four-lane divided highway.

As a result of the Partnership's legislative successes in 2018 and 2019, construction to expand 12 miles of the Highway between Owatonna and Dodge Center is currently under way, and expected to be completed in 2021. You can learn more about that project at dot.state.mn.us/d6/projects/hwy14/index.html

In February and March of 2020, the Partnership collaborated with state policymakers to advance a funding plan that will combine state and federal resources to finally expand the 12.5 miles of two-lane highway between the cities of Nicollet and New Ulm. Legislation to enable this plan was adopted by the state legislature in March 2020 and MnDOT is working closely with the USDOT to deliver the project as quickly as possible. For more details on this project, visit dot.state.mn.us/d7/projects/14newulmtonmankato/index.html.

Safety along the Corridor

Expansion of Highway 14 has vastly improved safety, boosted the local economy, and contributed to quality of life in southern Minnesota, but that does not mean that additional improvements are not needed. Dangerous conditions at certain at-grade intersections have emerged in recent years as particular problems and have unfortunately been the site of serious and fatal accidents. With progress underway on the expansion projects listed above, the Highway 14 Partnership is committed to advocating for these improvements as well.

For example, MnDOT District 6 is currently engaged with its partners in Olmsted and Dodge Counties, as well as municipalities along that end of the corridor, to study possible improvements that can be made to dangerous conditions there. You can find more information about this effort at us14corridoranalysis.com.

U.S. Highway 14 Partnership Bylaws

Incorporated Under Laws of Minnesota

STATEMENT OF PURPOSE

The Highway 14 Partnership is an advocacy organization formed to promote necessary funding for the completion of the four-lane expansion of U.S. Highway 14 from Winona to New Ulm in order to promote safe and efficient travel.

MEMBERSHIP

Formed in 1998, the Highway 14 Partnership includes local governments - cities, counties and townships - located along Highway 14 between Winona and New Ulm. Local governments meeting this description shall be granted membership upon passage of a resolution by the council/commission/board stating their intent to join and upon payment of their annual membership dues.

AFFILIATE MEMBERS

The Highway 14 Partnership may establish separate membership categories for affiliate members and establish separate annual fees for each category.

OFFICERS

The officers of the Highway 14 Partnership shall include a President, Vice-President and Treasurer. The President and Vice President shall be elected officials. The officers shall be elected at the annual meeting held each year. Officers shall serve for approximately one year until successors are chosen. Except for the Treasurer, the officer so elected shall not serve more than three (3) successive terms.

The President shall preside at the meetings of the Highway 14 Partnership and the Board of Directors.

The Vice-President shall, in absence or disability of the president, perform the duties and exercise the powers of the President.

Minutes of meetings shall be taken by a designated secretary of the Highway 14 Partnership.

The Treasurer, which is an appointed local entity, shall have custody of the Highway 14 Partnership funds and securities and shall keep full and accurate account of receipts and disbursements in books belonging to the Highway 14 Partnership. The Treasurer shall be responsible for the accounting functions for the Highway 14 Partnership, except that, any audit, if deemed necessary shall be preformed by an independent consultant. The Treasurer shall report to the Highway 14 Partnership membership regarding the Highway 14 Partnership's finances, including revenues and expenditures for the fiscal year, at the Highway 14 Partnership's annual meeting and other times as requested by the President.

COMMITTEES

The Highway 14 Partnership by motion, or the President alone may establish such standing or special committees as are deemed necessary for the proper conduct of the affairs of the organization. Standing or special committees may be established at any meeting. The members of these standing or special committees shall be appointed by the President. The members of the committee may elect their own chairperson, unless the chair is designated by the President. The standing or special committees may meet from time to time upon their own motion and shall report any action taken by the committee to the Board of Directors.

The Highway 14 Partnership Board of Directors shall consist of the officers, the immediate past President, and not more than eight members appointed by the President. At least two (2) members of the board shall be members who are affiliate members.

ADMINISTRATION OF HIGHWAY 14 PARTNERSHIP AFFAIRS

The Highway 14 Partnership may retain such employees and agents as it shall deem necessary, who shall be employed for such terms and at such compensation and shall exercise such powers and perform such duties as shall be determined from time to time by the organization.

The membership may authorize the Board of Directors to contract for legislative services to be provided to the Highway 14 Partnership. These services may include, but are not limited to research, direct lobbying, media communications and other services to assist the Highway 14 Partnership's legislative program.

MEMBERSHIP AND BOARD MEETINGS

Membership and board meetings of the Highway 14 Partnership shall be called by the President. Membership or board meetings shall be held only after reasonable notice is given to each member. Notice shall be in writing and shall be delivered to each member by U.S. mail or other available means of remote communication. The President shall call an annual meeting of the Highway 14 Partnership at least once a year.

An agenda describing the matters to be considered by the membership shall be sent by mail or other means of remote communication permitted by law at least seven days prior to any regular membership meeting.

The official vote of each member at the membership meetings shall be given by an individual designated by the member. Each member, including affiliate members, shall have one vote on all official actions taken by the Highway 14 Partnership. All representatives of a member shall be permitted to participate in open discussion.

A quorum for a membership meeting is ten percent of the members entitled to vote at the meeting. A quorum for board meetings is 40 percent of the board members. If

a quorum has been present at a meeting and members have withdrawn from the meeting so that less than a quorum remains, the members still present may continue to transact business until adjournment.

The rule contained in the current edition of *Robert's Rules of Order Newly Revised* shall govern the meetings of Highway 14 Partnership in all cases to which they are applicable and in which they are not inconsistent with these bylaws and any special rules of order the Highway 14 Partnership may adopt.

Any membership or board meeting may be conducted solely by one or more means of remote communication through which the members may participate in the meeting, if proper notice of the meeting is given and the proper number of members participating in the meeting is sufficient to constitute a quorum. Participation through remote communications constitutes presence at the meeting.

If practicable, a member may participate in a membership or board meeting by means of telephone conference, or by other means of remote communication authorized by law. Although not physically present, participation in a meeting by remote communication constitutes presence at the meeting.

An action required or permitted to be taken at a membership or board meeting may be taken by written action signed, or consented to by electronic communication by the number of members that would be required to take the same action at a membership or board meeting which a quorum of members were present.

PUBLIC APPEARANCES

The President, or representative or representatives of the Highway 14 Partnership designated by the President, may address legislative bodies, administrative agencies, or the media to express the majority view of the Highway 14 Partnership.

FINANCES

A. Annual assessments

Each Highway 14 Partnership member shall pay an annual assessment. The annual assessment shall be established at the annual membership meeting, by a full vote of membership.

B. Special purpose fees, dues, or assessments

The Highway 14 Partnership may authorize special purpose fees, dues or assessments for services provided to portions, but not necessarily all of the membership. These special assessments, fees or dues shall be held and accounted for in a separate account.

FINANCES DISTRIBUTION OF ASSETS UPON DISSOLUTION

If the Highway 14 Partnership dissolves, all assets acquired by the Highway 14 Partnership remaining after the date of dissolution and after payment of any outstanding debts or expenses, shall be returned to those members in good standing on the date of dissolution in proportion to the respective contributions made by the members.

AMENDING BYLAWS

These Bylaws may be amended by a motion introduced by a member at any regularly scheduled meeting of the Highway 14 Partnership. If such motion is seconded and adopted by a majority of the members in attendance at said meeting, said Amendment shall be reduced to writing and submitted by the United States Mail or by other means if electronic communication to all members for their vote. A date no less than fourteen days (14 days) and no more than thirty days (30 days) shall be set for counting of ballots. On the date set, a designated Secretary shall count all ballots which he has received and if two-thirds (2/3) of the members voting on said Amendment vote in support of said Amendment, the designated Secretary shall report the results of said election at the next regular meeting, at which time the Amendment to the Bylaws shall become effective.



2019 Affiliate Membership Registration

Business & Organization Suggested Contributions:

Platinum Level

- Businesses over \$25M in sales ☐ \$2,500

Gold Level

- Chambers with membership over 500 ☐ \$1,000
- Businesses with \$10-25M in sales

Silver Level

- Chambers with 100-500 members ☐ \$500
- Businesses with \$5-10M in sales

Bronze Level

- Chambers with membership under 100 ☐ \$250
- Businesses with under \$5M in sales

Individual Suggested Contribution: ☐ \$100

Business/Organization_____

Contact Name_____ Title_____

Address_____

City_____ State_____ Zip Code_____

Phone_____ Email_____

Checks may be made to “U.S. Highway 14 Partnership”

PLEASE REMIT PAYMENT AND REGISTRATION FORM TO:

**U.S. Highway 14 Partnership
c/o Shane Zahrt
Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103**

Thank You!



2019 Local Government Membership Registration

Local Units of Government Dues:

Large Cities (15,000 and up)	☐	\$8,000
Medium Cities (7,500 to 14,999)	☐	\$2,500
Small Cities (under 7,500)	☐	\$1,000
Large Counties (50,000 and up)	☐	\$3,500
Small Counties (under 50,000)	☐	\$2,500
Townships	☐	\$200

City/County/Township_____

Contact Name_____

Title_____

Address_____

City_____State_____Zip Code_____

Phone_____Email_____

Checks may be made to “U.S. Highway 14 Partnership”

Please remit payment and registration form to:

**U.S. Highway 14 Partnership
c/o Shane Zahrt
Flaherty & Hood, P.A.
525 Park Street, Suite 470
St. Paul, MN 55103**

Thank You!



2019-2020 Legislative Policy Positions

MISSION: The U.S. Highway 14 Partnership (“The Partnership”) supports the completion of a consistent four-lane corridor on U.S. Highway 14 from Rochester to New Ulm.

STATE POLICY POSITIONS:

1. The Partnership opposes any delay or defunding of projects that have been identified for completion:
 - The “New Ulm Gateway Project,” to improve the Highway 14/15 intersection and bridge over the Minnesota River
 - Highway 14 expansion from Owatonna to Dodge Center
2. The Partnership will work to secure state funding for the projects that are currently unplanned and unfunded or underfunded:
 - The Highway 14 four-lane expansion from New Ulm to (west) Nicollet.
 - The development of a draft Environmental Impact Statement for the TH14/TH169 interchange.
 - The two-lane upgrade of Highway 14 west of New Ulm. MnDOT should study the expansion of Highway 14 west of New Ulm.
3. Recognizing that Highway 14 projects are strong candidates under program criteria, the Partnership supports the continued and ongoing funding of the Corridors of Commerce program. The goals of this program are to build highway capacity by removing bottlenecks, improve the movement of freight, and remove barriers to commerce. Projects are selected and awarded by MnDOT on a competitive basis. Given the billions of dollars of unmet need for highway expansion projects throughout the state in addition to Highway 14, the Partnership supports at least \$200 million in annual program funding.
4. The Partnership supports program and project scoring criteria for Corridors of Commerce that recognize the unique characteristics that make rural two-lane highways dangerous and inefficient, as well as criteria that emphasize project readiness. The Partnership opposes any efforts to modify Corridors of Commerce program criteria in ways that do not uphold the program’s original goals or that disadvantage vital corridors like U.S. Highway 14.
5. The Partnership supports the \$25 million annual Trunk Highway cash appropriation for Corridors of Commerce appropriation included in the 2017 transportation bill and opposes any efforts to repeal or reduce this appropriation. While the Partnership supports the use of Trunk Highway bonds, this cash appropriation is vital for non-bondable project needs such as right-of-way acquisition, environmental work and design.
6. The Partnership supports a division of Corridors of Commerce funding in which Greater Minnesota projects receive at least 50% of funding.
7. The Partnership opposes legislation that designates specific projects eligible for Corridors of Commerce program funding irrespective of the eligibility criteria set forth in state statute.
8. The Partnership will support measures to generate additional revenue for transportation projects, including, but

not limited to:

- Appropriation of trunk highway bonds;
- Gas tax increase, including indexing;
- Increase in Motor Vehicles Sales Tax;
- Increase in motor vehicle registration taxes;
- A gross receipts tax on motor fuels.

9. The Partnership supports the inclusion of language that specifically directs resources towards Highway 14 in transportation finance legislation.

10. The Partnership supports the statutory allocation of the MVST constitutional amendment, with a 60% dedication to highways, 36% dedication to metro-area transit, and 4% dedication to Greater Minnesota transit. The Partnership opposes any legislative effort to reduce the percentage of funding dedicated to the Highway User Tax Distribution Fund.

11. The Partnership supports state research and study of alternative measures to fund transportation projects including value capture fees, tolling, congestion pricing, mileage fees, and weight fees.

12. Public-private partnerships between MnDOT and private interests should not replace or downgrade programmed highway expansion projects or other meritorious highway expansion projects like those on Highway 14.

13. The Partnership encourages Highway 14 corridor legislators to secure positions on the Senate Transportation and Public Safety Budget Division and House Transportation Finance Committee

14. The Partnership requests MnDOT to create a National Highway Freight Network in accordance with the federal FAST Act surface transportation funding program. The Partnership further requests MnDOT to designate U.S. Highway 14 as a critical rural freight corridor and to apply for federal funding to support the expansion of U.S. Highway 14 to four lanes between New Ulm and Rochester.

FEDERAL POLICY POSITIONS:

1. The Highway 14 Partnership supports and encourages efforts by MnDOT and Minnesota's Congressional Delegation to secure federal funding for Highway 14 expansion, including through application for funding through the Better Utilizing Investments to Leverage Development (BUILD) Grant program or other federal transportation funding opportunities.

2. Any new federal funds directed to Highway 14 are meant to supplement current funding and do not act as replacement of state funding.

3. The Partnership encourages Congressional members representing the Highway 14 corridor to secure positions on the House Transportation & Infrastructure Committee or the Senate Environment and Public Works Committee.

Approved by the full membership on July 17, 2019



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2442

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Brett Anderson, Ecumen

AGENDA ITEM:

Ecumen Grand Village Management Agreement

BOARD ACTION REQUESTED:

Review and approve the Ecumen Grand Village Management Agreement.

BACKGROUND:

Ecumen has provided Management Services at Grand Village for many years with very little changes to the agreement. This is an updated Agreement presented by Ecumen to continue with Management Services at Grand Village through September, 2024.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Ecumen.GV Management Agreement (FINAL - Clean 6.8.22)

RESULT:

INFORMATIONAL - NO ACTION TAKEN

MANAGEMENT AGREEMENT

Grand Village Nursing Home

THIS MANAGEMENT AGREEMENT (“Agreement”) is entered into effective as of the ____ day of _____, 20__ (“Effective Date”), by and between Itasca County, a political subdivision of the State of Minnesota (“Owner”), and Ecumen Services, Inc., a Minnesota business corporation (“Manager”) (each a “Party” and collectively the “Parties”).

RECITALS

A. Owner is the owner and licensed operator of Grand Village Nursing Home, a 119-unit skilled nursing facility project located at 923 Hale Lake Pointe, Grand Rapids, Minnesota 55744 (the “Project”).

B. Manager is a subsidiary of Ecumen, a Minnesota nonprofit corporation that operates a variety of senior housing options and services. Manager is in the business of providing management and administrative services for skilled nursing facilities, independent and assisted living facilities, and senior housing programs that leverage Ecumen’s and Manager’s experience as well as its system-wide administrative functions, software systems and practices.

C. Owner desires to continue to ensure the provision of management services relative to the Project.

D. Owner desires to continue to engage Manager to manage the Project and Manager desires to be so engaged.

E. The Parties desire to set forth the terms and conditions under which Manager shall provide management services to Owner in connection with the Project.

AGREEMENT

NOW, THEREFORE, in consideration of the premises, the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

ARTICLE I Engagement and Services

I.1 Engagement. Owner hereby appoints Manager as the exclusive manager of the Project. The Parties agree to adhere to the responsibilities as set forth in this Agreement for the term of this Agreement. Manager hereby accepts such appointment and agrees to be so engaged. The Parties expressly agree that this Agreement shall control the Parties’ relationship as of the Effective Date and that all prior Management Agreements, including but not limited to the “Second Amended Management Agreement” with effective date of October 1, 2018, are hereby terminated.

I.2 Scope of Services. Manager's regular Monthly Management Fee is intended to cover those services that are ordinary-course management services for the regular operations of the Project, using Manager's standard systems, processes, policies and procedures. Manager may agree to provide additional or customized services ("Additional Services") which will be billed hourly ("Additional Charges"). Additional Services, upon consultation and approval from Owner and with the exception of up to \$2,000 in times of crisis, include those that are identified specifically in this Agreement as such, as well as other services that are outside the scope of Manager's standard services for regular operations of the Project.

I.3 Operations. Manager will perform the following operations-related services on behalf of Owner:

I.3.1 Hire and supervise a Project Administrator to provide oversight of the services provided by Manager and the overall operations of the Project. Manager shall direct the Project Administrator's performance of all duties hereunder, and shall make all hiring, training, management, performance assessment, disciplinary and other decisions relating to the Project Administrator's employment. The Project Administrator shall maintain such licenses and certifications as required by applicable state law for the Project.

I.3.2 Exercise responsibility and authority over the management of the Project, subject to the budget, and subject to other reasonable direction and decisions as provided by Owner for the operation of the Project. Periodic reporting to Owner, or its designee, will be mutually agreed upon.

I.3.3 Establish measurable quality indicators and performance standards for optimal financial and operational Project performance. Such services will include consultation and monitoring by Manager's nurse consultant in such areas as efficiency assessments of the nursing department, recommendations for staffing levels and nursing staff utilization, acting as a resource for the Project clinical director, and providing standard policies and procedures.

I.3.4 Provide periodic internal reviews and or inspections for the purpose of assessing levels of compliance with financial and operational standards.

I.3.5 Provide licensing support, assistance in preparing plans of correction, complaint investigation assistance and assistance with other regulatory compliance.

I.3.6 Conduct periodic structured reviews of the implementation of all policies and procedures of the Project.

I.3.7 Facilitate resident and staff involvement in educating state and local government entities regarding long-term care issues.

I.3.8 Encourage and assist residents of the Project in forming a resident/family council to promote their common interests, and maintain good-faith communication with such a group so that problems affecting the Project and its residents and their families may be avoided.

Crisis management and additional efforts to manage operations during a crisis are Additional Services, including, but not limited to, war, riots, acts of terrorism, acts of God, civil disturbances, natural disasters, governmentally-declared public health emergencies, and strikes.

I.4 Planning and Development. Manager will perform the following planning and development services on behalf of Owner:

I.4.1 Develop a plan for management and staffing requirements.

I.4.2 Assist in strategic planning efforts with participation and approval by Owner.

I.4.3 Participate in preliminary work relating to Project repositioning efforts, including program review, architectural and planning efforts in regard to interior and exterior repair, remodeling and/or construction projects. Project development support for significant Project repositioning or major expansion projects, including financial feasibility studies and pro formas, are considered Additional Services.

I.5 Marketing. Manager will provide marketing and communications support for the Project as follows:

I.5.1. Coordinate the development of regular public and community relations and marketing plans to support Project utilization and community support. Project management for social media, digital media, website design and updates are Additional Services.

I.5.2 Provide direction to the Project marketing staff, who will carry out marketing activities for the Project.

I.5.3 Assist owner with ordinary course, non-crisis communications. Crisis communications, strategic counsel, media relations management and document drafting are considered Additional Services.

I.5.4 Assistance with applying for private and governmental grants and soliciting charitable donations is an Additional Service.

I.6 Resident Contracts. Manager will, on behalf of Owner and as applicable, arrange for resident occupancy of the dwelling units and arrange services incident thereto, and rent the parking spaces and other rentable space for residents, subject to the following:

I.6.1 Manager will prepare a standard form resident contract that governs the occupancy of dwelling units, provision of services to the resident, and if applicable, use of parking spaces (whether treated as a contract or lease under applicable state law) (hereinafter "Resident Contracts"). The standard form of Resident Contracts and the rates charged, including rates for ancillary services, will be subject to approval by Owner, but individual Resident Contracts need not be submitted for the approval of Owner.

I.6.2 Manager will collect, deposit, and disburse security deposits, if required, in accordance with the terms of each resident's Resident Contract. Owner will determine the amount of each security deposit. Security deposits will be deposited by Manager in an interest bearing account, separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by an agency of the United States Government approved by Owner. The account will be carried in the Project's name and designated of record as Resident Security Account.

I.6.3 The Project is offered without regard to race, color, religion, or national origin. All standards for the acceptance and rejection of prospective residents shall be applied on a uniform basis without regard to race, color, religion, or national origin and shall comply with any individual program guidelines and applicable state or local laws.

I.7 Enforcement Of Resident Contracts. Manager will secure full compliance by each resident with the terms of the resident's Resident Contract and applicable law. Voluntary compliance will be emphasized and Manager, utilizing social service resources, will counsel residents and make referrals to community agencies in cases of financial hardship or under other circumstances deemed appropriate by Manager, to the end that involuntary termination of tenancies or services may be avoided to the maximum extent, consistent with the sound management of the Project. Nevertheless, Manager may lawfully terminate any tenancy or services when, in Manager's judgment, sufficient cause (including, but not limited to, nonpayment of rent or service charges) for such termination occurs under the terms of the resident's Resident Contract. For this purpose, Manager is authorized to consult with its legal counsel, to bring actions for eviction and service termination, and to execute notices to vacate and judicial pleadings incident to such actions, and the expense of such consultation and action is a Project Cost.

I.8 Maintenance And Repair. Manager will maintain the Project in good repair in accordance with all state, federal, and municipal laws, ordinances, regulations, orders, and codes, and in a condition at all times acceptable to Owner, including, but not limited to, cleaning, painting, decorating, plumbing, carpentry, grounds care, and such other maintenance and repair work as may be necessary, subject to any limitations imposed by Owner in addition to those contained herein. Incident thereto, the following provisions will apply:

I.8.1 Special attention will be given to preventive maintenance and, to the greatest extent feasible, the services of regular maintenance employees will be used.

I.8.2 Subject to Owner's prior approval, Manager will contract with qualified independent contractors for extraordinary repairs beyond the capability of regular maintenance employees and (as appropriate) for the maintenance and repair of heating, ventilation and air-conditioning systems, elevators and similar equipment and systems.

I.8.3 Manager will systematically and promptly receive and investigate all service requests from residents, take such action thereon, as may be justified, and will keep records of the same. Emergency requests will be received and serviced on a twenty-four (24) hour basis. Complaints of a serious nature will be reported to Owner after investigation.

I.8.4 Manager is authorized, as described in the budget, to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair.

I.8.5 Notwithstanding any of the foregoing provisions, the prior written approval of Owner will be required for any expenditure which exceeds Ten Thousand and No/100 Dollars (\$10,000.00) in any one instance, for labor, materials, or otherwise in connection with the maintenance and repair of the Project, except for recurring expenses within the limits of the operating budget, or emergency repairs involving manifest danger to persons or property, or required to avoid suspension of any necessary service to the Project. In the latter event, Manager will inform Owner of the facts as promptly as possible.

I.9 Utilities and Services. In accordance with the operating budget, Manager will make arrangements (as appropriate) for water, electricity, gas, fuel, oil, sewage and trash disposal, vermin extermination, decorating, laundry facilities, and telephone services. Subject to Owner's prior approval, Manager will make such contracts as may be necessary to secure such utilities and services.

I.10 Commercial Leases and Concession Agreements. If the Project includes space available for commercial leases, Manager will facilitate negotiation of such commercial leases and Owner will be responsible for the terms of such agreements and their final approval and execution.

I.11 Group Purchasing. Manager enters into purchasing arrangements with vendors and group purchasing organizations for broad-line distribution of certain food, office supplies, facility supplies, and medical supplies and equipment from time to time ("Group Purchasing Contracts"). Subject to the terms of the applicable Group Purchasing Contract, Owner may participate in one or more of such Group Purchasing Contracts if it provides written permission to Manager for each Group Purchasing Contract that Owner elects to participate in. This written approval will authorize Manager to contract for goods and services on the Owner's behalf and will to include the Owner's historical purchased volume in negotiations and/or future bids. Bid schedules will be dictated by and at the discretion of Manager and the applicable vendor. The products, services, vendors and group purchasing organizations available through Group Purchasing Contracts are subject to change and are at the sole discretion of Manager. Owner agrees to keep confidential Group Purchasing Contracts terms and prices, and any other information identified as confidential associated with such contracts. Purchases and supplies purchased through any Group Purchasing Contract are the responsibility of Owner and are Project Costs. If Manager receives any rebates associated with Owner's participation in a Group Purchasing Contract, Manager will distribute a portion of such rebate to Owner in proportion to Owner's purchasing volume leading to the applicable rebate.

I.12 Additional Services. Additional Services include those that are identified specifically in this Agreement as well as other services that are outside the scope of Manager's standard services for regular operations of the Project. Additional Services include but are not limited to:

I.12.1 Crisis communications, strategic counsel, media relations management and document drafting;

I.12.2 Project repositioning or major expansion projects, including financial feasibility studies and pro formas;

I.12.3 Project management for social media, digital media, and website design;

I.12.4 Human Resources Services such as union negotiations, employee handbook drafting or integration, access to Employee Assistance Programs, Leave of Absence administration (LOA), assistance in the coordination and development of employee benefit plans and providing consultation related to employee benefits;

I.12.5 Setup, integration and compatibility efforts for any software, systems, procedures, processes, or clock and payroll systems other than Manager's standards.

I.12.6 Financial advice and consultation services provided beyond what is identified in this Agreement.

ARTICLE II Project Operations

II.1 Project Personnel. On-site personnel other than the Project Administrator shall be solely in Owner's employ. Owner shall have in its employ at all times a sufficient number of capable employees, including on-site personnel, to enable it to properly, adequately, safely, and economically operate, maintain, and account for the Project. Manager shall, on behalf of Owner, manage such personnel in a manner consistent with federal and state law. Consistent with budgets approved by Owner and with any existing collective bargaining agreements, Manager shall establish and implement salary levels and personnel policies established by Owner. Manager is engaged independently in the business of managing the Project on behalf of Owner. All employment arrangements are therefore solely the concern of Owner and Manager shall have no liability with respect thereto, and the Parties agree that for all purposes of this Agreement that such personnel are the employees of Owner.

II.2 Learning and Development Programs. Manager will provide access to its own training programs and arrange for access to those provided by Ecumen, for a reasonable number of the facility staff. Training topics would cover Manager's standard operating procedures and compliance topics. Additional training needs may be identified and Manager will assist in procuring training with affiliated resources. Travel costs incurred by Project personnel, including the Project Administrator, to attend staff training programs, as well as the cost of any third-party training programs, shall be a Project Cost as defined in Section III.1.

II.3 Human Resources (HR) Advice and Assistance. Manager will advise and provide assistance in the following areas:

II.3.1 Providing consultation on employment related issues, such as FLSA, FMLA, ADA, employee discipline, employee terminations, conducting investigations and various HR compliance issues.

II.3.2 Provide updates and information on current HR issues and alerts, monitor HR laws, and review employee handbooks.

II.4 Additional HR Services. Manager may provide additional Human Resources services as Additional Services, such as:

- Union negotiations
- Access to an Employee Assistance Program
- Leave of Absence (LOA) administration
- Assist in the coordination and development of employee benefit plans and provide consultation on benefits related matters

II.5 Professional Networking. Manager shall arrange for Project personnel to have access to and be included in all networking and informational opportunities provided by Manager and by Ecumen when appropriate. Travel costs incurred by Project personnel, including the Project Administrator, to attend networking and informational opportunities shall be a Project Cost, as defined in Section 3.1, below.

II.6 Licenses and Provider Agreements. Owner shall maintain all required licenses for operation of the Project including licensure as a nursing home. Owner shall be the licensed operator of the Project. Manager shall be responsible for submitting all filings and reports necessary to maintain such licensure and registration for the Project on behalf of Owner, the Project and itself, and Owner shall cooperate with Manager on such filings as necessary. Owner shall notify Manager within ten days of any change in its ownership or its management officials. If it is required that the Parties' names be listed on a license, registration, permit, admission agreement, residency agreement, or on any application therefore, such listing shall clearly reflect the respective capacities of Owner as licensed operator and Manager as manager.

II.7 Compliance with Programs. Without limiting Owner's ultimate responsibility and authority over the operations of the Project, Manager shall be responsible for compliance with all applicable regulations and program guidelines required for the leasing, management, and operation of the Project. Manager represents that Manager is generally familiar with and has previous experience in managing property governed by regulations and guidelines similar to those in effect with respect to the Project. Manager will take such actions as may be necessary to promptly remedy or contest any and all government orders or other requirements affecting the Project, whether imposed by federal, state, county, or municipal authority, subject, however, to the limitation stated with respect to repairs. Manager shall take no such action so long as Owner is contesting, or has affirmed its intention to contest, any such order or requirement. Manager will notify Owner in writing of all notices of such orders or other requirements, within seventy-two (72) hours from the time of their receipt.

ARTICLE III

Project Costs and Receipts

III.1 Project Costs. Owner shall be responsible for all costs and expenses of operating and maintaining the Project (“Project Costs”) and ensuring funds are available to pay Project Costs as and when due, including but not limited to:

III.1.1 Salaries, wages, bonuses, fringe benefits, payroll taxes, employment taxes, severance related costs and insurance, including worker’s compensation and related costs of Project personnel, including but not limited to the Project Administrator and on-site Project staff;

III.1.2 Travel costs incurred by Project personnel, including Project Administrator, to attend networking and leadership conferences sponsored by Manager or Ecumen, as applicable;

III.1.3 All capital and expense costs incurred for maintenance, repair, cleaning, improvement, and related work for the Project, its equipment and facilities;

III.1.4 All charges of accountants, lawyers, consultants or other outside experts retained by Owner or for the account of the Project, including but not limited to attorney’s fees and other necessary costs incurred in connection with actions to enforce resident leases and in connection with regulatory compliance, financing, human resource and union negotiation matters;

III.1.5 Licenses, fees, assessments, permits, certifications, inspections, refunds, fines or penalties and other governmental requirements, and other charges in connection with the Project;

III.1.6 All costs for acquiring and maintaining IT systems and software licenses for all IT hardware and software required under Section V.1, including reimbursement to Manager for the allocable portion of license fees acquired through system-wide licenses;

III.1.7 All costs incurred for the engagement of outside vendors or parties for advertising, promotion, team member apps, creative design, printing, association dues, publications, and related expenses attributable to the Project, including the expenses of any marketing agent or consultant retained by Owner;

III.1.8 All sums payable for debt service obligations, amounts due under other financing arrangements or leases, taxes and assessments and Owner insurance policies;

III.1.9 All reasonable out-of-pocket disbursements of Manager's staff in the course of performing the services hereunder, including reasonable travel costs to attend Owner meetings and perform its obligations under the contract;

III.1.10 All costs incurred by Manager directly related to and allocable to the Project, including but not limited to the allocable portion of shared services provided by Manager for the Project such as triage nursing, coding specialists, staffing and scheduling,

pharmacy consulting, and integrated claims & billing management, the cost of providing temporary coverage for key Project leadership positions when vacant, Manager's reasonable attorney fees in defending against claims asserted against Manager and/or any of its personnel relating in any way to the services provided by Manager or any of its personnel under this Agreement; and

III.1.11 The Monthly Management Fee, Additional Charges, Onboarding Fee, and, if applicable, Offboarding Fee, payable to Manager.

III.2 Manager Costs. Manager shall be responsible for its own general and administrative overhead, including the costs of its central offices, office supplies, compensation costs of its own staff (other than the Project personnel, Administrator and any other on-site staff), and general expenses incurred by Manager which are not related to, or allocable to, the Project or the services provided pursuant to this Agreement under generally accepted accounting principles.

III.3 Collection Of Rents And Other Receipts. Manager will collect, when due, all rents, charges, and other amounts receivable on Owner's account in connection with the management and operation of the Project and provision of services to residents. Such receipts (except for resident's security deposits, which will be handled as specified in Subsection I.6.2 above) will be deposited in an account, separate from all other accounts and funds, with a bank whose deposits are insured by the Federal Deposit Insurance Corporation. This account will be carried in the Project's name and designated of record as Rental Agency Account.

III.4 Disbursements From Rental Agency Account.

III.4.1 From the funds collected and deposited by Manager in the Rental Agency Account, Manager will promptly disburse when payable all sums due and payable by Owner as Project Costs (as defined above) and as authorized in the approved budget or otherwise under the terms of this Agreement, including compensation payable to Manager for its services hereunder.

III.4.2 Except for the disbursements mentioned in Subsection III.4.1 above, funds will be disbursed or transferred from the Rental Agency Account only as Owner may from time to time direct in writing.

III.4.3 In the event the balance in the Rental Agency Account is at any time insufficient to pay disbursements due and payable under Subsection III.4.1 above, Manager will inform Owner of that fact, and Owner will then remit to Manager sufficient funds to cover the deficiency. In no event will Manager be required to use its own funds to pay such disbursements.

III.5 Budgets. Manager will prepare a recommended operating budget for each year during the term of this Agreement, which will include, among other things, an annual budget for capital expenditures and dispositions described by functional purpose and specific maximum amounts. Manager will submit the same to Owner, at least thirty (30) days before the beginning of the year, and Owner shall notify Manager of any objections or changes to the recommended budget in writing within fifteen (15) days of receiving the recommended budget from Manager. Owner shall discuss any suggested changes in the budget with Manager immediately thereafter, shall

carefully and reasonably consider Manager's position with regard to every element of the budget, and shall establish a final budget in writing only after such discussion and consideration. Manager shall have the right to submit written objections to the budget established by Owner, setting forth the position of Manager concerning which Project goals or standards will be jeopardized by the budget that is established, but Owner will retain and exercise ultimate control over the budget. Manager will keep Owner informed of any anticipated deviation from the receipts or disbursements stated in the approved budget.

III.6 Records and Reports. Manager will have the following responsibilities with respect to records and reports:

III.6.1 Establish and maintain a comprehensive system of records, books, and accounts in a manner satisfactory to Owner and consistent with Manager's standard financial and statistical reporting package. As allowed by law, all records, books, and accounts will be subject to examination at reasonable hours by any authorized representative of Owner.

III.6.2 Prepare a monthly financial report, comparing actual and budgeted figures for receipts and disbursements, and will submit each such report to Owner within thirty (30) days after the end of the month covered.

III.6.3 Furnish such information (including occupancy reports) as may be requested by Owner from time to time, with respect to the financial, physical, or operational condition of the Project.

III.6.4 Prepare documents for compliance with licensing requirements and to comply with regulatory agency requests and requirements.

III.6.5 Provide Ecumen standard statistical reports, analyses, and executive-level reports.

III.6.6 Assist with Owner's annual external financial audit with respect to the Project.

III.7 Payroll Processing. Manager will provide payroll processing for Project personnel. Payroll processing includes automatic payroll check calculations, automatic direct deposit, time accrual set up, deduction reports, tax calculations, tax deposits (state, federal and unemployment), quarterly tax filings, year-end W-2's, annual payroll tax filings, direct payment and transfers for employee deduction for pension, credit union, insurance, etc., payroll to General Ledger interface, and standard biweekly reports. Owner shall use Manager's standard clock and payroll systems; if Owner uses a different system for these functions, setup and compatibility efforts are Additional Services. The procedures for payroll processing are further described in Exhibit B.

III.8 Accounts Payable Processing. Manager will provide weekly payment processing of vendor payments. The Project Administrator is responsible for ensuring that vendor payments submitted for payment have been authorized and approved. The procedures for accounts payable processing are further described in Exhibit B.

III.9 Refinancing. Assistance with arranging refinancing of Owner's existing debt is an Additional Service.

ARTICLE IV

Owner Responsibilities

IV.1 Owner Responsibilities. Owner will:

IV.1.1 Retain and exercise overall authority and responsibility for the operation of the Project. Notwithstanding anything herein to the contrary, Owner and Manager agree that Owner shall at all times monitor and exercise control over the affairs of the Project as required under federal, state and local laws and applicable accreditation requirements. Nothing in this Agreement is intended to alter, weaken, displace or modify the responsibility of Owner.

IV.1.2 Furnish Manager with a complete set of plans and specifications for the Project and copies of all guaranties and warranties pertinent to construction, fixtures, and equipment, as soon as possible. With the aid of this information, and through inspection by competent personnel, Manager will thoroughly familiarize itself with the character, location, construction, layout, plan and operation of the Project, and especially (as appropriate) the electrical, heating, plumbing, air-conditioning and ventilating systems, elevators, and all other mechanical equipment.

IV.1.3 Respond in a timely fashion to and cooperate reasonably with management recommendations of Manager.

IV.1.4 Take such actions as may be necessary to comply promptly with any and all governmental orders or other requirements affecting the Project, whether imposed by federal, state, county, or municipal authority.

IV.1.5 At all times Owner is solely responsible to comply with all tax and charitable donation requirements, as applicable.

IV.1.6 Obtain and maintain during the life of this Agreement all insurance coverage required in Section VIII.1.

IV.1.7 Establish a lead contact person who will be responsible for Owner's oversight and control of the Project who will communicate with Manager about significant changes, budgetary variances, or emergencies. The lead contact person will inform all other Owner representatives and interested persons of significant decisions. Manager and Owner's executive team will meet as needed but no less often than quarterly.

IV.1.8 Provide a standby letter of credit in favor of Manager for an amount equal to 45 days cash on hand for the Project. Owner represents that the Project is financially solvent and supported by and through Itasca County. Owner shall immediately report to Manager any circumstances where Itasca County has identified or is aware of circumstances that threaten the financial viability of the project for more than 60 days.

IV.1.9 Use Manager's standard software systems (as detailed in Article V below) and administrative systems, procedures and processes for functions within Manager's scope of services. If Owner elects to use software, systems, procedures and processes other

than Manager's standards, Manager must agree and Manager's efforts to customize and integrate systems, and operate these custom systems, will be Additional Services. If such customization is agreed to, Owner must provide Manager and Project personnel access to its software and systems and technology administration and support.

ARTICLE V

Information Technology

V.1 Owner's Responsibilities. With respect to information systems and technology, Owner will:

V.1.1 Provide compatible information systems to integrate with Manager's information systems.

V.1.2 Establish and maintain a high speed internet connection.

V.1.3 Comply with Manager's established IS standards related to security policies, anti-virus protection, equipment standards, and LAN (Local Area Network) and VPN (Virtual Private Network).

V.1.4 Adopt Manager's standard software systems, including but not limited to: timekeeping, billing, electronic health record, learning management system, resident/family satisfaction software, preventative maintenance software, employee APP, human resources information system (HRIS), employee onboarding and training tools, email and document software.

V.1.5 Assign technology operations and support duties to a staff member to serve as primary contact with Manager's IS staff and local vendors.

V.2 Manager's Responsibilities. With respect to information systems and technology, Manager will:

V.2.1 Provide Project personnel access to that software and systems necessary to perform their job functions, and associated administration troubleshooting and support.

V.2.2 Provide periodic opportunities for Owner's technology and operations support staff and user training.

V.2.3 Provide access to technical assistance telephone support through Manager's third-party contracted 24/7 support.

V.2.4 Establish standards for security and network services.

ARTICLE VI

Term and Termination

VI.1 Term of Agreement. The initial term of this Agreement shall commence on the Effective Date and shall continue for a period of three (3) years (the “Initial Term”).

VI.2 Automatic Renewal. This Agreement will automatically renew for additional one (1) year terms (each, a “Renewal Term”) unless either Party notifies the other not less than ninety (90) days in advance of such Renewal Term of the Party’s intent to not renew, or unless otherwise terminated as provided for in Section VI.3 of this Agreement. If this Agreement is terminated during the course of any one (1) year Renewal Term, the Parties may only enter into a new agreement for the same or similar services during such term if the financial terms do not vary from this Agreement.

VI.3 Termination. This Agreement may be terminated as follows:

VI.3.1 Without Cause. This Agreement may be terminated by either Party for any reason or no reason upon one hundred twenty (120) days written notice to the other Party.

VI.3.2 With Cause. This Agreement may be terminated by either Party with cause upon default by the other Party under any material term of this Agreement and failure to cure such default within thirty (30) days after receipt of written notice specifying the precise nature of such default. Upon failure to cure such default, the Agreement will be deemed terminated without further action.

VI.3.3 Fire or Casualty. This Agreement shall automatically terminate as of the date upon which any substantial portion of the Project is destroyed by fire or other casualty and is not rebuilt by Owner, or if any substantial portion of the Project is taken by governmental authority under the exercise of eminent domain. Upon such termination, all accrued unpaid fees (including without limitation Monthly Management Fees and Additional Charges) will be immediately due and payable.

VI.3.4 Failure to Pay Fees. This Agreement may be terminated by Manager upon thirty (30) days written notice to Owner in the event that any Onboarding Fee, Monthly Management Fee, or Additional Charge is not paid in accordance with the terms of this Agreement.

VI.3.5 Mutual Agreement. This Agreement may be terminated by mutual agreement of the Parties within ninety (90) days of which the Parties enter into such written agreement.

VI.3.6 Non-Renewal. This Agreement may be terminated by either Party with notice to the other in advance of any Renewal Term as set forth in Section VI.2.

VI.3.7 Renewal Term Management Fee. This Agreement may be terminated if the Parties are unable to reach agreement on the Monthly Management Fee for a Renewal Term as set forth in Section VI.2.

VI.3.8 Merger or Sale. This Agreement may be terminated by Manager upon sixty (60) days written notice in the event of the merger of Owner with another organization or upon the sale of substantially all of Owner's assets to another organization.

VI.3.9 Bankruptcy, Insolvency or Dissolution. This Agreement may be terminated by either Party upon the bankruptcy, insolvency or dissolution of Manager or Owner.

VI.3.10 Misconduct. This Agreement may be terminated by Owner upon thirty (30) days written notice in the event of any theft, embezzlement, defalcation, fraud, intentional property damage, or similar act or omission on the part of any officer, employee, agent, or contractor of Manager.

VI.3.11 Insurance. This Agreement may be terminated by either Party upon thirty (30) days written notice if either Party fails to maintain insurance as required under this Agreement.

VI.3.12 Change in Law. In the event any provision of this Agreement is in conflict with current or subsequent state or federal law, the Parties agree to negotiate in good faith to amend this Agreement to comply with the law. In the event the Parties are unable to reach agreement through negotiations within ninety (90) days of becoming aware of a conflict between the terms of this Agreement and state or federal law, either Party may terminate this Agreement effective immediately upon notice in writing to the other Party.

VI.4 Remedies Available. Upon the occurrence of any of the above grounds for Termination, the terminating Party may take any one or more of the following actions:

VI.4.1 bring any action at law or in equity for damages, equitable relief, or any other remedy; or

VI.4.2 terminate this Agreement; or

VI.4.3 If Owner elects to sell the Project it shall immediately notify Manager. The Parties mutually agree and acknowledge that Owner shall be required to pursue any sale of the Project pursuant to Minnesota law.

VI.5 Effect of Termination. In the event Owner terminates or does not renew the Agreement under the circumstances specified in Section VII.2, a one-time Offboarding Fee shall apply as provided in Section VII.4. Termination of this Agreement by either Party shall not affect or impair any rights or obligations that have accrued prior to the effective date of termination. Neither Party, by electing to terminate, shall be deemed to have elected a remedy or waived any cause of action for damages or other relief. Within a reasonable time after termination, the Parties shall account to each other with respect to all matters outstanding on the date of termination, shall satisfy and adjust all payments, allocations, and obligations owing between them, and shall deliver to the other Party all records, papers, and property of each other in their possession.

ARTICLE VII

Compensation and Terms of Payment

VII.1 Fee Structure. Fees payable to Manager include an Onboarding Fee if applicable, a Monthly Management Fee, Additional Charges, if applicable, and an Offboarding Fee in certain circumstances, as further detailed below. These fees are in addition to the reimbursable costs of Manager that are included in Project Costs

VII.2 Monthly Management Fee. Owner will pay Manager a Monthly Management Fee pursuant to the following schedule:

Oct. 1, 2021- Sept. 30, 2022 \$35,416.67 per month, which is equal to \$425,000 per year, provided however for the first year Manager will provide the Owner with a credit of \$25,000, making the total payment for the first year \$400,000.

Oct. 1, 2022- Sept. 30, 2023 To be determined by the parties prior to August 1, 2022, such monthly fee increase shall be no less than 1.5% of the prior year and no more than 5% of the prior year.

Oct. 1, 2023- Sept. 30, 2024 To be determined by the parties prior to August 1, 2023, such monthly fee increase shall be no less than 2.5% of the prior year and no more than 5% of the prior year.

All Renewal Terms To be determined by the parties prior to August 1 of the effective calendar year; such monthly fee increase shall be no less than 2.5% of the prior year and no more than 5% of the prior year.

VII.3 Additional Charges. The hourly rate for Additional Services is \$250 per hour except for crisis management services for which the rate is \$350 per hour, in addition to the Monthly Management Fee.

VII.4 One-Time Offboarding Fee. If Owner (a) terminates this Agreement without cause pursuant to Section VI.3.1; or (b) elects not to renew this Agreement pursuant to Section VI.3.6, Owner will pay Manager a one-time offboarding fee of \$10,000 (the "Offboarding Fee") to be paid in equal installments over the last three (3) months of the Agreement in addition to the Monthly Management Fee. If Management terms without cause, the offboarding fee does not apply.

VII.5 Payment Schedule. Manager will invoice Owner for all charges and expenses on or before the last day of each month. Owner shall submit payment to Manager no later than the last day of the following month.

By way of example only, services provided in May will be invoiced no later than the last day of June and payment will be due no later than the last day of July.

If Owner fails to make any payment when due then, in addition to all other remedies that may be available to Manager, Manager may charge interest on the past due amount at a rate of one and one-half percent (1.5%) calculated daily and compounded monthly or, if lower, the highest rate permitted under applicable law.

VII.6 Annual Adjustments. In advance of the expiration of the Initial Term and each year thereafter in advance of the Renewal Term, Manager will provide Owner a notice of the proposed rates for all fees for the next Renewal Term, and if Owner does not object within thirty (30) days of the date of such notice, the rates will be deemed accepted and this Agreement will be deemed amended accordingly. If necessary, the Parties will negotiate payment rates in good faith to ensure that they remain at fair market value. If Owner and Manager are unable to agree on an updated payment rate within thirty (30) days of commencing negotiations, either Party may terminate this Agreement upon thirty (30) days written notice to the other Party. These rates may be modified no more than once every twelve (12) months by the written agreement of the Parties.

VII.7 Fair Market Value. The amount of or formulas for Manager's compensation and reimbursement may be adjusted to the extent necessary (if at all) in the opinion of Lathrop GPM LLP, Minneapolis, Minnesota or other nationally recognized bond counsel to comply (as applicable) with (1) U.S. Department of Treasury Revenue Procedure 2017-13 or otherwise to avoid potential loss of characterization of interest on any debt obligations of Owner as exempt from federal income tax; or (2) certifications to and agreements made with the U.S. Department of Housing and Urban Development regarding management of the Project. Such adjustment shall be in writing and shall be deemed to be an amendment to this Agreement. These fees reflect fair market value rates and reasonable compensation arrived at through arm's length negotiations between the Parties, and the volume of services does not exceed that which is reasonably necessary to accomplish the commercially reasonable purposes of this Agreement. These fees are not intended to relate to and do not, in fact, reflect the volume or value of referrals, if any, between the Parties.

ARTICLE VIII

Insurance and Indemnification

VIII.1 Owner's Insurance.

VIII.1.1 Owner shall obtain and maintain in full force and effect at all times during the term of this Agreement and at Owner's cost, the following insurance coverages or comparable program(s) of self-insurance:

VIII.1.1.1 physical damage (e.g., basic causes of loss form, fire and extended coverage endorsement, boiler and machinery, electronic data, etc.) including endorsements for employee crime and a minimum of one year loss of income (Business Interruption);

VIII.1.1.2 commercial general liability against liability for loss, damage, or injury to person or property which might arise out of the use, occupancy,

management, operation or maintenance of the Project with minimum limits of \$1,500,000 per occurrence and \$3,000,000 general aggregate;

VIII.1.1.3 automobile liability insurance (including hired and non-owned auto liability) of \$1,500,000 each accident limit, if applicable for the Project;

VIII.1.1.4 directors and officers liability (if applicable) with minimum limits of \$1,500,000 per claim;

VIII.1.1.5 data breach/cyber liability with minimum limits of \$1,500,000 per claim;

VIII.1.1.6 unemployment compensation, workers' compensation coverage and employer's liability insurance for its employees which shall meet all applicable state requirements;

VIII.1.1.7 professional liability coverage with minimum limits of \$1,500,000 per claim and \$3,000,000 general aggregate;

VIII.1.1.8 employment practices liability insurance with minimum limits of \$1,500,000 per claim;

VIII.1.1.9 fiduciary liability coverage for employee benefit plans, as applicable; and

VIII.1.1.10 an umbrella policy with minimum limits of \$2,000,000.

VIII.1.2 Manager will be named as an additional insured on Owner's commercial general and professional liability insurance policies with respect to the Project. Such insurance policies shall also contain endorsements which reflect the primary liability of Owner's insurance carriers for all covered losses excluding those for unemployment compensation and workers' compensation for the Project Administrator, notwithstanding any other insurance which may be maintained by Manager. Owner shall include in its physical damage insurance policy covering the Project and Owner's personal property, fixtures, and equipment located thereon, and Manager shall include in any physical damage insurance policies maintained by Manager covering Manager's furniture, furnishings, or fixtures situated at the Project, appropriate clauses pursuant to which the respective insurance carriers shall waive all rights of subrogation with respect to losses payable under such policies. Owner shall defend, indemnify, and hold and save Manager harmless from any liability on account of loss, damage, or injury covered by Owner's insurance, or resulting from the failure of Owner to obtain and maintain all required coverages as required in this Section VIII.1.

VIII.1.3 Manager agrees:

VIII.1.3.1 to take no action which might bar Owner from obtaining protection afforded by any policy of Owner or which might prejudice Owner in its defense to a claim based on such loss, damage, or injury; and

VIII.1.3.2 that Owner shall have the exclusive right, at its option, to conduct the defense to any claim, demand, or suit within limits prescribed by the policy or policies of insurance; provided, however, that Manager and its affiliates shall be included in any release entered into by Owner related to such a claim, demand or suit.

VIII.1.4 The coverages required in this Section VIII.1 shall not be terminable or non-renewable except upon thirty (30) days prior written notice to Manager. Manager shall furnish whatever information is requested by Owner for the purpose of establishing the placement of insurance coverages and shall aid and cooperate in every reasonable way with respect to such insurance and any loss thereunder. Owner shall provide evidence to Manager of the insurance coverages required herein and copies of the endorsements naming Manager as an additional insured.

VIII.2 Manager's Insurance. Manager shall carry workers' compensation and employer's liability for its employees and commercial general liability insurance in an amount not less than \$1,500,000 per occurrence and \$3,000,000 general aggregate limit, or a comparable program of self-insurance. All liability policies will not be canceled, amended or not renewed except on thirty (30) days prior written notice to Owner. Owner agrees to aid and cooperate in every reasonable way with respect to such insurance and any loss thereunder if necessary.

VIII.3 Mutual Obligations. Each Party will authorize its insurance carrier to issue to the other Party a certificate of insurance upon the other Party's request. Each Party will notify the other no later than ten (10) days of any actual or threatened claim, action, or proceeding related to activities undertaken pursuant to this Agreement and will cooperate in all respects with the other Party in the defense of any such claim, action, or proceeding. Each Party will provide the other with notice within ten (10) days of any cancellation, termination or material alteration of any such insurance policies. Prior to the expiration or cancellation of any such policies, that Party will secure replacement of such insurance coverage upon the same terms and will furnish the other Party with a certificate of insurance. Failure of such Party to secure replacement coverage in the event of such cancellation, termination or material alteration of any such insurance policies will be a default hereunder, and the other Party will have the option to terminate this Agreement pursuant to Section VI.3.

VIII.4 Cooperation. Should any claims, demands, suits, or other legal proceedings be made or instituted by any person (other than Manager) against Owner which arise out of any of the matters relating to this Agreement, Manager shall give Owner all pertinent information and reasonably cooperate (at no cost or expense to Manager) in the defense or other disposition thereof. Should any claims, demands, suits, or other legal proceedings be made or instituted by any person (other than Owner) against Manager which arise out of any of the matters relating to this Agreement, Owner shall give Manager all pertinent information and shall reasonably cooperate (at no cost or expense to Owner) in the defense or other disposition thereof.

VIII.5 Mutual Indemnification. Each Party (the "Indemnifying Party") will indemnify, defend and hold harmless the other Party, any related entities, and each of their directors, officers, and employees from and against any and all claims, actions, demands, liabilities, losses, damages, judgments, costs and expenses, including but not limited to, reasonable attorneys' fees, costs and

interest, asserted against, imposed upon or incurred by the other Party that arises out of, or in connection with, the Indemnifying Party's default under or failure to perform any contractual or other obligations or undertaking under this Agreement, or the malpractice or negligence of the Indemnifying Party or its employees, agents or representatives in the discharge of its professional responsibilities, or any other negligent act or omission to act of the Indemnifying Party, its directors, officers, employees, agents or representatives arising under this Agreement.

ARTICLE IX

Miscellaneous

IX.1 Arbitration. Except as provided herein with respect to injunctive relief, any dispute between the Parties arising under, or out of, or in connection with or in relation to this Agreement must be submitted to binding arbitration under the authority of the Federal Arbitration Act, and will be arbitrated in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association ("AAA"). The arbitration will take place before a single arbitrator in the County of Itasca, Minnesota, or at such other place as is mutually agreed to by the Parties. If the Parties cannot mutually select an arbitrator, the selection process will be governed by the AAA rules. The arbitrator shall be bound by judicial principles and must apply principles of law. If a Party has a claim for injunctive relief, the Party may apply for such relief to the state or federal courts in the County of Itasca, State of Minnesota.

IX.2 Relationship of the Parties. The relationship between the Parties hereto shall be solely that of independent contractors. This Agreement shall not be deemed or construed as a lease, a partnership, or a joint venture. Manager shall have no authority to bind Owner to any obligations and shall not be liable for any obligations of Owner, except to the extent specifically stated herein. Manager has no role or relationship with Owner that would substantially limit Owner's ability to exercise its rights under this Agreement.

IX.3 Assignment and Delegation by Manager. Manager shall not assign or otherwise transfer its rights or obligations under this Agreement without the prior written consent of Owner, except that Manager may at its discretion and with notice to Owner assign its rights and obligations under this Agreement to Ecumen or another affiliate of Ecumen of which Ecumen is the sole owner, member, or shareholder. Owner acknowledges and accepts that Manager obtains from Ecumen all of its personnel, including the Project Manager, as well as its central office administrative support.

IX.4 Books of Accounts. It is hereby agreed that Manager, on behalf of the Owner, shall maintain adequate and separate books and records for the Project, the entries to which shall be supported by sufficient documentation to ascertain that said entries are properly and accurately recorded. Manager shall ensure commercially reasonable control over theft, error, or fraudulent activity on the part of Manager's employees or agents.

IX.5 Access to Records. The books, records, files, documents, and other materials prepared or obtained by Manager for the Project, or copies thereof, shall be available to Owner, its agents, attorneys, and accountants, during normal business hours and upon reasonable advance notice.

Manager shall also promptly respond to all questions or requests for information from Owner with respect to such records (subject to any limitations required by applicable law).

IX.6 Non-Solicitation: Owner hereby agrees, except with Manager's prior written consent to be granted or withheld in Manager's sole discretion, not to solicit or entice directly or indirectly, during the term of this Agreement and for a period of two (2) years after the termination hereof, any director, officer, employee, agent, or consultant of Manager, Ecumen or another affiliate of Ecumen (collectively, an "Ecumen Employer") to leave the employment or other relationship with the applicable Ecumen Employer. Should Owner solicit any director, officer, employee, agent, or consultant of an Ecumen Employer in violation of this Agreement and any director, officer, employee, agent, or consultant leaves the employment or other relationship with an Ecumen Employer because of such said solicitation, then Owner agrees to pay Manager as a penalty an amount equal to twice Manager's annual compensation under this Agreement based on the most recent year's annual compensation.

IX.7 Notices. Any notices, demands, or consents required or permitted to be given by either Party hereunder shall be in writing and shall be deemed validly given or delivered on the date of personal service or on the third (3rd) day after deposited in the United States mail, certified or registered, postage prepaid and properly addressed, return receipt requested, or by recognized overnight courier, next day delivery, charges prepaid, to the Parties at their respective addresses set forth below, or to such other addresses as either Party may designate by notice to the other Party given in the same manner:

If to Owner:

If to Manager:

Ecumen Services, Inc.
Attn: Chief Executive Officer
3530 Lexington Avenue North
Shoreview, Minnesota 55126

IX.8 Waiver. The failure of either Party at any time to enforce its rights hereunder shall not affect or impair that Party's right to exercise said rights thereafter. No delay on the part of either Party in the exercise of any right, power, or remedy shall exist or be effective unless such waiver is made in writing and signed by the Party to be bound thereby. All rights and remedies under this Agreement shall be cumulative. The exercise of any right, power, or remedy hereunder or under applicable law shall not be deemed an election of remedies or waiver of any other right.

IX.9 Construction. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms. The singular and plural shall each include the other, and this Agreement shall be read accordingly when required by the facts. Any reference to any federal, state, local, or foreign statute or law shall be deemed as so to refer to all rules and regulations promulgated thereunder, unless the context requires otherwise.

IX.10 No Third-Party Benefits. Nothing expressed or implied in this Agreement shall be construed to convey any legal or equitable rights, benefits, remedies, or claims upon any person other than the Parties hereto; this Agreement is intended for the sole and exclusive benefit of Owner and Manager.

IX.11 Severability. If any term, condition, covenant, or provision of this Agreement, for any reason and to any extent, shall be or be declared or determined to be invalid or unenforceable, then such term, condition, covenant, or provision shall be severed from this Agreement and nothing contained in such term, condition, covenant, or provision and nothing in the application of such term, condition, covenant, or provision to other terms, conditions, covenants, provisions, persons, or circumstances shall in any way affect any other part of this Agreement, all of which shall be enforceable to the maximum extent permitted by law; provided, however, that no provision shall be severable if such severability causes this Agreement to be in violation of Rev. Proc. 2017-13 or otherwise contrary to Owner's financing requirements.

IX.12 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without giving effect to conflict of law principles.

IX.13 Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties regarding the subject matter hereof and supersedes and takes the place of any and all prior agreements, written or oral. This Agreement specifically replaces and supersedes any and all prior agreements between the Parties related to Manager's management of the Project.

IX.14 Amendments. No amendment or modification to this Agreement shall be effective unless in writing and signed by both Parties.

IX.15 Binding Effect. This Agreement shall bind and inure to the benefit of the Parties hereto and their respective successors and assigns, including without limitation any purchaser or transferee of the Project or its assets.

IX.16 Headings. The section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of this Agreement.

IX.17 Medical Data Privacy and Security. By execution of this Agreement, Owner and Manager agree to abide by the terms of the Business Associate Provisions regarding Medical Data Privacy and Security, as provided at Exhibit A, the terms of which are hereby incorporated into and become effective with execution of this Agreement.

IX.18 Confidentiality. Each party acknowledges that it has been and will be privy to certain Confidential Information of the other parties in connection with the negotiation, execution and implementation of this Agreement.

IX.18.1 Definitions. For purposes of this Section IX.18 the following definitions apply:

"Confidential Information" means all information of the parties, in any form whatsoever, including, but not limited to the following: all patient records and

other patient information; all ideas, protocols, formats, policies, processes, work sheets, manuals; test reports, products and product developments; lists of patients, clients, customers, contractors, providers and referral sources; beneficiary, subscriber, enrollee or client lists; enrollment materials and enrollee identification materials; provider agreements, group or member contracts and administrative services agreements; provider education materials, quality assurance manuals, credentialing materials, cost of service materials and utilization management materials; methods, techniques, business property, systems, marketing and advertising concepts and materials, and contractual and financial information; computer programs, software, hardware equipment and electronic data bases, claim reports and formats; management information reports and formats, billing reports, formats and methods; documentation, books, agreements, records, data and the like; and any materials labeled “Confidential” by a party; any of which have been or may be disclosed to the other party in the course of the parties’ dealings.

“Discloser” means the discloser of Confidential Information hereunder. Any of the parties may be considered a Discloser hereunder.

“Recipient” means the recipient of Confidential Information hereunder. Any of the parties may be considered a Recipient hereunder.

IX.18.2 Use of Confidential Information. A Recipient shall not use (or permit to be used) any Confidential Information for the benefit of any person, or private or public entity, other than the Discloser, or in any manner contrary to the best interests of the Discloser (as determined by the Discloser). A Recipient may use Confidential Information only in connection with its obligations hereunder and under the related agreements. A Recipient may not develop, improve or market any product or service that uses the Confidential Information without first receiving the Discloser’s express prior written consent to do so.

IX.18.3 Disclosure of Confidential Information. A Recipient shall not at any time disclose (or permit to be disclosed) any Confidential Information to any person, public or private entity or competitor of Discloser, actual or possible, whether disclosed to Recipient by Discloser or any other person or entity except: (i) to the Recipient’s employees, officers, attorneys or consultants on a need-to-know basis, provided that if disclosure is to a non-employed agent of Recipient, Recipient must first obtain a written confidentiality agreement signed by Recipient and such third party that contains terms and conditions no less restrictive than the terms of this Section IX.18; (ii) to the extent disclosure is required by law pursuant to a duly-issued order of a court or agency of competent jurisdiction, provided that any party so disclosing shall inform the Discloser of such order prior to disclosure; (iii) to the extent required by law or sound medical practice or to ensure patient safety; or (iv) to the extent any such Confidential Information is already in the public domain through no fault of the Recipient.

IX.18.4 Protection of Confidential Information. A Recipient shall protect (and shall cause to be protected) the confidentiality of Confidential Information in the same

manner that it protects the confidentiality of its own proprietary and/or confidential information.

IX.18.5 Injunctive Relief. The Parties acknowledge and agree that the breach of this Section IX.18 by a Party shall result in irreparable harm to the other Party. Therefore, in addition to any and all other remedies available to the non-breaching Parties at law or equity, a non-breaching Party shall be entitled to injunctive or equivalent relief enjoining the breach of this Agreement.

IX.19 Right of First Refusal. If Owner elects to sell the Project it shall immediately notify Manager. The Parties mutually agree and acknowledge that Owner shall be required to pursue any sale of the Project pursuant to Minnesota law.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement by their duly authorized representatives, as of the effective date first above written.

ECUMEN SERVICES, INC.	ITASCA COUNTY
By: _____	By: _____
Its: _____	Its: _____

EXHIBIT A
BUSINESS ASSOCIATE AGREEMENT

By and Between

ITASCA COUNTY

And

ECUMEN SERVICES, INC.

This Business Associate Agreement (“Agreement”) is entered into and effective as of the Effective Date of the Management Agreement by and between Itasca County, a political subdivision of the State of Minnesota (“Covered Entity”) and Ecumen Services, Inc. (“Business Associate”), (individually, “Party” and collectively “Parties”).

WITNESETH

WHEREAS, Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, (“HIPAA” or “the Administrative Simplification provisions,”) direct the Department of Health and Human Services (“HHS”) to develop standards to protect the security, confidentiality and integrity of health information; and

WHEREAS, pursuant to the Administrative Simplification provisions, the Secretary of HHS has issued regulations at 45 CFR Parts 160 and 164 (the HIPAA Security Rule and HIPAA Privacy Rule, such regulations referred to collectively herein as the “Regulations”); and

WHEREAS, the Parties have entered into the Management Agreement attached hereto whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such Management Agreement, Business Associate may be considered a “business associate” of Covered Entity as defined in the Regulations; and

WHEREAS, Business Associate has access to Protected Health Information (as defined below) in fulfilling its responsibilities under such Management Agreement.

THEREFORE, in consideration of the Parties’ continuing obligations under the Management Agreement, compliance with the Regulations, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the Regulations and to protect the interests of both Parties.

SECTION 1 - DEFINITIONS

The following terms are defined as set forth below. Any terms used but not otherwise defined in this Agreement have the definitions set forth in the Regulations and the Health Information Technology for Economic and Clinical Health Act (“HITECH”), found in Title XIII

of the American Recovery and Reinvestment Act of 2009, Public Law 111-005, and any regulations promulgated thereunder.

- a. Covered Entity. Itasca County.
- b. Business Associate. Ecumen Services, Inc., a Minnesota for-profit corporation.
- c. Breach. “Breach has the same meaning as the term “Breach” in 45 C.F.R. § 164.402.
- d. Individual. “Individual” has the same meaning as the term “individual” in 45 C.F.R. § 164.501 and will include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- e. Electronic Protected Health Information and/or EPHI. “Electronic Protected Health Information” and/or “PHI” has the same meaning as the term “electronic protected health information” in 45 C.F.R. § 160.103 but is limited to the information created or received by Business Associate on behalf of Covered Entity.
- f. Protected Health Information and/or PHI. “Protected Health Information” and/or “PHI” has the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, but is limited to the information created or received by Business Associate from or on behalf of Covered Entity. Unless otherwise stated in this Agreement, any provision, restriction or obligation in this Agreement related to the use of PHI shall apply equally to EPHI.
- g. Required By Law. “Required by Law” has the same meaning as the term “required by law” in 45 C.F.R. § 164.103, and shall include any additional requirements created under the HITECH Act.
- h. Secretary. “Secretary” means the Secretary of the Department of Health and Human Services or their designee.
- i. Security Incident. “Security Incident” has the same meaning as the term “security incident” in 45 C.F.R. § 164.304
- j. Unsecured PHI. “Unsecured PHI” has the same meaning as the term “Unsecured PHI” in 45 C.F.R. § 164.402.

The services provided by Business Associate to Covered Entity under the Management Agreement require that Business Associate may be given access to PHI. Business Associate acknowledges and agrees that all PHI that is created or received by Business Associate on Covered Entity’s behalf shall be subject to this Agreement. This Agreement shall commence upon the effective date of the Management Agreement and shall continue as long as Business Associate has use, custody or access to PHI subject to this Agreement, and thereafter for the period required by the Regulations.

SECTION 2 - OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose PHI other than as permitted or required by this Agreement or as Required by Law.
- b. Business Associate shall develop, implement, maintain and use appropriate safeguards to prevent any use or disclosure of PHI other than as provided by this Agreement, and implement administrative, physical and technical safeguards, including written policies and procedures, as required by 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 and HITECH in order to protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity, to the same extent as if Business Associate were a Covered Entity.
- c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement.
- d. Business Associate agrees to comply with all requirements of Title XIII, Subtitle D of the HITECH Act which are applicable to business associates, and to comply with all regulations issued by the Secretary to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and regulations.
- e. Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of PHI not provided for or permitted by this Agreement of which it becomes aware, or any Security Incident or Breach of Unsecured PHI of which it becomes aware within five (5) days of the date on which Business Associate first discovers the use, disclosure or Security Incident or Breach. All notifications of Breach of Unsecured PHI provided by Business Associate's obligations under, and include the information specified in, Section 13402 of the HITECH Act and codified at 42 U.S.C § 17932 and 45 C.F.R. § 164.510.
- f. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to the information, including but not limited to implementing reasonable and appropriate safeguards to protect Covered Entity's PHI. Business Associate shall implement and maintain sanctions against agents and subcontractors, if any, who violate such restrictions and conditions. Business Associate shall terminate any agreement with an agent or subcontractor, if any, who fails to abide by such restrictions and conditions.
- g. Within ten (10) business days after a written request by Covered Entity for access to PHI contained in a Designated Record Set held by Business Associate, Business Associate shall provide to Covered Entity such information as needed to fulfill Covered Entity's obligations under 45 C.F.R. § 164.524 (Access) and 45 C.F.R. §

164.526 (Amendment), or any amendments thereto, for so long as it is maintained in the Designated Record Set held by Business Associate. In the event a request for access or amendment is delivered to Business Associate from a third party, Business Associate shall, within five (5) business days, forward such request to Covered Entity.

- h. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of PHI received by Business Associate on behalf of Covered Entity available to the Covered Entity or, at the request of the Covered Entity to the Secretary for purposes of determining Covered Entity's compliance with the Regulations. However, Business Associate will retain the right to raise, on its own behalf, on behalf of Covered Entity or any of its other clients, an objection based upon the attorney-client privilege and/or attorney work product doctrine with respect to any information sought by the Secretary.
- i. Business Associate agrees to document such disclosures of PHI and information related to such disclosure as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 C.F.R. § 164.528. Within ten (10) business days after receipt of written notice by Covered Entity to Business Associate for a request for an accounting of disclosures of PHI, Business Associate shall provide to Covered Entity all information as is in Business Associate's possession to permit Covered Entity to respond to a request for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528. To the extent Business Associate disclosed PHI in a manner requiring an accounting of disclosures under 45 C.F.R. § 164.528, Business Associate shall provide Covered Entity with the following information:
 - 1. the date of such disclosure(s);
 - 2. the name of the entity or person who received the PHI; and, if known, the address of such entity or person;
 - 3. a brief description of the information disclosed; and
 - 4. a brief statement of the purpose of such disclosure, which includes an explanation of the basis for such disclosure or a copy of the written request for such a disclosure, if any.

In the event a request for an accounting is delivered to Business Associate from a third party, Business Associate shall, within five (5) business days, forward such request to Covered Entity. It shall be Covered Entity's responsibility to prepare and deliver the accounting in response to any such requests.

SECTION 3 - PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE

- a. Except as otherwise limited in this Agreement or in the other provisions of the Management Agreement by and between the Covered Entity and the Business Associate, Business Associate may use PHI to perform functions, activities, or

services for, or on behalf of, Covered Entity provided the use or disclosure would not violate the Regulations if done by Covered Entity.

- b. Except as otherwise limited in this Agreement or in other provisions of the Management Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, as provided in 45 C.F.R. § 164.504(e)(4).
- c. Except as otherwise limited in this Agreement or in the other provisions of the Management Agreement, Business Associate may disclose PHI in accordance with the functions, activities, or services Business Associate performs on behalf of the Covered Entity, if such disclosure is necessary for the proper management and administration of the Business Associate, provided the disclosure is Required By Law, or Business Associate obtains reasonable assurances from the party to which the information is disclosed, including a subcontractor, that it will be held confidentially and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to that party, and the party immediately notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached. As part of obtaining this reasonable assurance, Business Associate agrees to enter into a Business Associate Agreement with each of its subcontractors pursuant to 45 C.F.R. § 164.308(b)(1) and HITECH § 13401 codified at 42 U.S.C. § 17391.
- d. Except as otherwise limited in this agreement or in the other provisions of the Management Agreement, Business Associate may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

SECTION 4 - OBLIGATIONS OF COVERED ENTITY

- a. Covered Entity will provide Business Associate, upon request, with Covered Entity's Notice of Privacy Practices in effect at the time of the request.
- b. Covered Entity will provide Business Associate with any changes in or revocation of permission by an Individual to use or disclose PHI if these changes affect Business Associate's permitted or required uses and disclosures.
- c. Covered Entity will notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522 and HITECH § 13405(a), codified at 42 U.S.C. § 17935(a).

SECTION 5 - PERMISSIBLE REQUESTS BY COVERED ENTITY

Covered Entity will not request Business Associate use or disclose PHI in any manner that would not be permissible under the Regulations if done by Covered Entity.

SECTION 6 - TERM AND TERMINATION

- a. Term. This Agreement will become effective upon execution of the Management Agreement and, notwithstanding any other terms of this Agreement, will terminate when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to that information, according to the termination provisions in this Section.
- b. Termination for Cause by Covered Entity. Notwithstanding any contrary termination provision of any other agreement between the Parties, Business Associate is authorized to terminate this Agreement and the Management Agreement as described in this Section if Business Associate determines that Covered Entity has violated a material term of this Agreement. Upon Business Associate's knowledge of a material breach of this Agreement by Covered Entity, Business Associate shall provide written notice of such breach to Covered Entity and provide an opportunity for Covered Entity to cure the breach or end the violation. If Covered Entity does not cure the breach or end the violation within the time specified by Business Associate, then Business Associate may immediately terminate this Agreement and the Management Agreement; or Business Associate may immediately terminate this Agreement and the Management Agreement if Covered Entity has breached a material term of this Agreement and the Business Associate determines that cure is not possible.
- c. Termination by Business Associate. Notwithstanding any contrary termination provision of any other agreement between the Parties, Business Associate is authorized to terminate this Agreement and the Management Agreement as described in this Section if Business Associate determines that Covered Entity has violated a material term of this Agreement. Upon Business Associate's knowledge of a material breach of this Agreement by Covered Entity, Business Associate shall provide written notice of such breach to Covered Entity and provide an opportunity for Covered Entity to cure the breach or end the violation. If Covered Entity does not cure the breach or end the violation within the time specified by Business Associate, then Business Associate may immediately terminate this Agreement and the Management Agreement; or Business Associate may immediately terminate this Agreement and the Management Agreement if Covered Entity has breached a material term of this Agreement and the Business Associate determines that cure is not possible.
- d. Effect of Termination.
 1. Except as provided in paragraph 2 of this sub-section, below, upon termination of this Agreement for any reason, Business Associate will return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision will apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate will retain no copies of PHI.

2. If Business Associate provides to Covered Entity notification of the conditions that make return or destruction infeasible, upon mutual agreement of the Parties that return or destruction of PHI is infeasible, Business Associate will extend the protections of this Agreement to the PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such PHI.

SECTION 7 - MISCELLANEOUS

- a. Regulatory References. A reference in this Agreement to a section in the Regulations means the section as in effect or as amended.
- b. Amendment. The Parties agree to take any action necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Regulations, the HITECH Act, and all regulations promulgated thereunder.
- c. Survival. The respective rights and obligations of Business Associate and Covered Entity under Sections 2, 3, 6, and 7 of this Agreement will survive the termination of this Agreement.
- d. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with HIPAA, the Regulations, the HITECH Act, and all regulations promulgated thereunder.
- e. Third Party Beneficiaries. Nothing in this Agreement will be construed to create any third party beneficiary rights in any person, except as to the extent that the Regulations validly require the Secretary or any other person to be a third party beneficiary to this Agreement.
- f. Counterparts. This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- g. Unenforceability. In the event that any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this Agreement will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of the Agreement fails to comply with the then-current requirements of HIPAA and the Regulations and other applicable law, including but not limited to the HITECH Act, such Party shall notify the other in writing. For a period of up to thirty (30) days, the Parties shall address in good faith such concern and amend the terms of this Agreement, if necessary to bring it into compliance. If, after such thirty (30) day period, the Agreement fails to comply with HIPAA the Regulations and other applicable law, including but not limited to HITECH Act, then either Party has the right to terminate upon written notice of the other Party.

- h. Independent Contractors. The Parties are independent contractors and nothing in this Agreement will be deemed to make them partners or joint venturers or make Business Associate an agent of Covered Entity.

COVERED ENTITY:

Ecumen Services, Inc.

By: _____

Title: _____

BUSINESS ASSOCIATE

Itasca County

By: _____

Title: _____

EXHIBIT B

Payroll and AP Funding Under Standard Third Party Management Contract

Ecumen's standard management contract specifies that receipts of all rents, charges and other amounts receivable in connection with the management and operations of the Project and provision of services to residents be deposited into an account, separate from all other accounts and funds. This account will be carried in the Project's name and designated as the Rental Agency Account.

Ecumen, as manager, will make disbursements from the Rental Agency Account for all amounts due and payable by Owner as Project Costs (i.e. payroll and vendor payments, including the Management Fee payable to Ecumen) as well as any amounts specified for allocation to a reserve for replacement fund, if applicable.

The approved annual operating budget provides support for the anticipated operating expenditure on a monthly basis and can be used to determine the recommended amount to be maintained in the Rental Agency Account during project ramp-up. Once a project is stabilized it should generate sufficient receipts to fund the operations.

Ecumen may make changes to these procedures from time to time with notice to Owner.

Standard Procedure

1. A Rental Agency Account is opened in the Project's name and funded with one month of operating costs based upon the approved annual budget.
2. Ecumen is provided "view only" access to the Rental Agency Account to enable verification that the account balance is sufficient to pay disbursements. This access is provided to Ecumen's Treasury Team who will verify the account balance on Wednesday of each week.
3. Ecumen's Treasury Team is provided authorization to pull funds from the Rental Agency Account to pay for weekly disbursements.
4. Funds for estimated payroll are pulled based on circumstances with true up to actual payroll to be paid on Thursday. AP disbursements will be pulled on Thursday.
5. In the event there is not a sufficient balance in the Rental Agency Account to fund disbursements, Ecumen's Treasury Team will contact the Owners Representative on Wednesday and Owner shall immediately deposit such amounts as necessary to ensure that funds are available in the account on Thursday.

Controls

The approved annual operating budget provides the structure of anticipated receipts and expenditures for the Project. The operations leadership at the Project understand that they are to operate the site within the budget parameters and that any large or unusual transactions outside of the budget parameters must be approved by the Regional Director and by the Owner.

Monthly financial statements are prepared which includes a comparison of actual revenue and expenditures to the budget. The Project leader will provide explanations for any material variances from the budget to the Owner upon request.

Payroll

1. All applicants apply via iCMS and once hired are imported into the UKG system. All employment actions are submitted via Smartsheets (i.e. pay rate changes, position changes, LOAs, rehires and terminations). These Smartsheets are completed by the local People Services designee and then routed for necessary approvals. All employment actions are entered into the UKG system by the Shoreview People Services Department.
2. All non-exempt team members clock in and clock out using the UKG timekeeping system. Supervisors electronically approve the timecards in the UKG system.
3. The on-site AP contact is responsible for ensuring all timekeeping entries are accurate and complete and all timecards have been approved by supervisors. Once approved by supervisors and review has been completed the local People Services Designee will sign off on all timecards.
4. Payroll is then processed by the Shoreview Payroll Department. Once payroll has been processed in the UKG system the on-site AP contact is responsible for reviewing payroll reports in the UKG system and submitting any payroll deduction vendor payments.
5. All payroll discrepancies shall be reported to the Shoreview Payroll Department immediately by the local People Services designee via a Historical Correction or On Demand Smartsheet.
6. All quarterly and annual payroll tax returns are processed by ADP.

Vendor Payments Process

1. This process does not pertain to Resident Refunds.
2. Invoices are received at the Business Unit (“BU”) and routed to the on-site AP contact for entry into Oracle.
3. Invoices are entered into Oracle following the Site Invoice process and the Purchase Request / Purchase Order (“PO”) is routed for approvals. Approvers are pre-determined based on the amount of the invoice. A PO# is required for payment.
4. Once a PO# is generated, the site emails the invoice to Oracle Email ID to be captured into Oracle.
5. Shoreview AP department validates invoices for payment.
6. Payments are processed weekly, invoices are paid according to the Supplier terms.
7. Payment batch details are reviewed each week; the AP team will work with the BU to resolve any discrepancies prior to final payment.
8. Treasury reviews cash requirements and confirms with the BU on any adjustments.
9. The BU will receive the following reports (or similar) on a weekly basis and should review for accuracy and submit questions to the Shoreview AP team:

- a. Payment Register - Includes invoices and their payment details
 - b. Supplier Aging Report - Includes invoices not yet paid, the due date, and aging
 - c. Invoice Tracker Report - Confirms invoices submitted to Oracle Email ID
10. Checks are mailed out the same day they are processed; ACH payments are sent to the bank the same day and effective the following business day.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2460

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Carolyn Randall

AGENDA ITEM:

Mail Ballot and Absentee Ballot Election Judges

BOARD ACTION REQUESTED:

Appoint mail ballot and absentee ballot election judges for the August 9, 2022 Primary Election and November 8, 2022 General Election as follows: Grace Schuck, Ruth Connolly, Karen Ferlaak, John Ferlaak, Jan Severs, Amy Savelle, Cheryl Carrigan, Janis Bjorquist, Doug Braff, Peg Dillon, Jeff Frazier, Marlon Sias, Kathy Zaren, Lorry Wass, Todd Christensen, Rick Brohman, Ellie Randle, Karen Christensen, Samantha Christensen, Vern Hawkinson, Mikel Tomczak, Emily Christensen, Debbie Sias, Terry Swedeen, Gail Guck, Michael Loidolt, Tony Fremont, Hollie Hornstra, Eva Moore, and trained alternates, as needed.

BACKGROUND:

Due to time constraints, action is requested at the 6/21/2022 Work Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2461

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Carolyn Randall

AGENDA ITEM:

Absentee Ballot Board

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Establishing an Absentee Ballot Board, as required by Minnesota Statutes 203B.121, Subd. 1.

BACKGROUND:

Due to time constraints, action is requested at the 6/21/2022 Work Session.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

RESOLUTION 2022-41

RE: ESTABLISHING AN ABSENTEE BALLOT BOARD

WHEREAS, Itasca County is required by Minnesota Statutes 203B.121, Subd. 1 to establish an Absentee Ballot Board effective June 26, 2020; and

WHEREAS, this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Itasca County; and

WHEREAS, the Absentee Ballot Board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby establishes an Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task.

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner Burl Ives
SECONDER:	Commissioner Davin Tinquist
AYES:	Davin Tinquist, Terry Snyder, Leo Trunt, Burl Ives
ABSENT:	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 21st day of June A.D. 2022 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 21st day of June A.D. 2022.

Administrator



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2462

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Deb Davis

AGENDA ITEM:

Liquor License

BOARD ACTION REQUESTED:

Approve new Off-Sale Liquor License for Max Mini Store Inc., located at 50758 State Hwy 46, Squaw Lake MN 56681.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 21, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2463

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Deb Davis

AGENDA ITEM:

Gambling Permit

BOARD ACTION REQUESTED:

Approve a LG214 Premises Permit Application for gambling, as requested by the Grand Rapids Amateur Hockey Association, to conduct lawful gambling at Sure Game Resort, 52385 County Road31, Wirt, MN 56688.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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