



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, June 28, 2022

2:30 PM

Itasca County Boardroom

FINAL

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	Absent	

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.10 (Declaration of a State of Emergency) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, June 21, 2022 County Board Work 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. CONSENT AGENDA

Motion To: Pull Item #5.1 (Ecumen Grand Village Management Agreement) and add the item as Item #6.11.

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

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

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

2. Accept the Minutes of the May 12, 2022 HHS Advisory Committee Meeting.
3. Approve and accept the 2022/2023 Housing Support Agreements effective July 1, 2023.
4. Approve application submission for a Family Services Collaborative from the Blandin Foundation in an amount up to \$140,000 over a two-year period.
5. 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
6. Award Contract to Lowest Responsible Bidder, ASAP Heating and Air Conditioning, and authorize the necessary signatures to execute the contract documents.

VI. REGULAR AGENDA

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

Farewell to Joel Boyd who will be retiring as a Custodian, effective June 30, 2022, after 21+ years of employment.

Welcome to new employee Vanessa Eisenbraun, Child Support Officer, Health & Human Services Department, effective June 20, 2022.

Farewell to Ryan Danielson who resigned as Emergency Communications Specialist, Sheriff Department effective May 24, 2022, after 24 years of service.

Farewell to Nick Daigle who resigned as Assessor/Appraiser II, Assessor Department, effective June 22, 2022 after 4 years of service.

Congratulations to Chris Peterson who was promoted from Deputy Sheriff/Road Deputy to Deputy Sheriff/Lieutenant, Sheriff Department, effective June 26, 2022.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of July 1, 2022, in the amount of \$3,971,822.94.

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

4. ICHHS Warrants

Motion To: Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for June 2022, in the amount of \$1,757,509.21.

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

5. COVID-19 Update

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

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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6. Change 1.0 FTE Public Health Nurse to 1.0 FTE Social Worker - Home and Community Based

Motion To: Change allocation of 1.0 FTE Public Health Nurse to 1.0 FTE Social Worker - Home and Community Based.

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

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

Health Plan Division Manager Sarah Anderson provided a County Based Purchasing (IMCare) Division Update, including information regarding the 2022 Q1 Compliance Program Report.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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8. Bass Lake Park Campground Fee Schedule

Motion To: Authorize new campsite fees of \$30 per night for electric sites on Loop A, \$20 per night for non-electric sites on Loop B, and \$15 per night for tent-only sites on Loop C at the Bass Lake County Campground.

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

9. Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

Motion To: Approve utility easement for construction, maintenance and operation of an underground primary telecommunication line over and across tax-forfeited trust lands in Section 31, Township 59, Range 23 and authorize necessary signatures.

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

10. Declaration of a State of Emergency

Motion To: Adopt the Resolution Re: Declaration of a State of Emergency due to damage resulting from the June 24, 2022 Heavy Winds, Rain, and Flood Damage in Itasca County and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

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

11. Ecumen Grand Village Management Agreement

County Administrator Brett Skyles provided information regarding the request to approve the Ecumen Grand Village Management Agreement.

RESULT:	RECOMMENDED FOR DISCUSSION	NEXT: 07/05/2022 2:30 PM
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VII. COMMISSIONER COMMENTS

Commissioner Ives provided comment regarding recent labor negotiation meetings and County Facilities Tours.

Commissioner Snyder provided comment regarding recent meetings regarding Canisteo Pit.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Snyder adjourned the meeting at 3:15 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 28, 2022

RESOLUTION 2022-42

RE: DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the June 24, 2022 Heavy Winds, Rain and Flood Damage impacted the population of Itasca County and its cities; and

WHEREAS, the June 24, 2022 Heavy Winds, Rain and Flood Damage event has caused a significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissioners to declare Itasca County in a STATE OF EMERGENCY for the June 24, 2022 Heavy Winds, Rain and Flood Damage event.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby declares Itasca County to be in a State of Emergency for conditions resulting from the June 24, 2022 Heavy Winds, Rain and Flood Damage event.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of 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 28th day of June A.D. 2022.

Administrator



June 28, 2022

Chair:

PULL: None

ADDITIONS:

1. Item #6.10 – Declaration of a State of Emergency

CHANGES: None

INFORMATIONAL:

1. Item #6.5 – Additional Information

Amanda



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

DRAFT

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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2464

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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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

MINUTES
HEALTH & HUMAN SERVICES ADVISORY COMMITTEE (HHSAC)
Thursday, May 12, 2022
Virtual Teams Meeting / Itasca Resource Center / Room 122

Members Present:	Renee Bymark	Crystal Terveer
	Lester Kachinske	Dan Seward
	Daniel Miesle	Lloyd Adams
	Ben Denucci	Dorothy Abrahamson
	Angela Baratto	

Members Absent:	Cheryl Lemler - E	Brandi Worrath
	Sarah Anderson - E	Dave Holmbeck - E
	Craig Menozzi	Chris Jenkins

Others Present:	Eric Villeneuve	Kelly Chandler
	Brenda Oberg	

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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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

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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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2465

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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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

**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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2476

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

Grant Application

BOARD ACTION REQUESTED:

Approve application submission for a Family Services Collaborative from the Blandin Foundation in an amount up to \$140,000 over a two-year period.

BACKGROUND:

The funding request is intended to support the Family Services Collaborative in continuing their work in truancy prevention. This grant will be for the 2022-2023 & 2023-2024 School Year. The Collaborative works with and in every school within Itasca County.

No matching funds or new hires will be made as part of this grant request.

Itasca County is the Fiscal Host for the Family Services Collaborative

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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2466

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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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

**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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2467

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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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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2049

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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2468

DEPARTMENT: Human Resources

TIME REQUESTED: < 5 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Recognition of County Employees

BOARD ACTION REQUESTED:

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

BACKGROUND:

- Farewell to Joel Boyd who will be retiring as a Custodian, effective June 30, 2022, after 21+ years of employment.
- Welcome to new employee Vanessa Eisenbraun, Child Support Officer, Health & Human Services Department, effective June 20, 2022.
- Farewell to Ryan Danielson who resigned as Emergency Communications Specialist, Sheriff Department effective May 24, 2022, after 24 years of service.
- Farewell to Nick Daigle who resigned as Assessor/Appraiser II, Assessor Department, effective June 22, 2022 after 4 years of service.
- Congratulations to Chris Peterson who was promoted from Deputy Sheriff/Road Deputy to Deputy Sheriff/Lieutenant, Sheriff Department, effective June 26, 2022.

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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2148

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: < 5 Minutes

PRESENTER: Gail Guck

AGENDA ITEM:

Commissioner Warrants

BOARD ACTION REQUESTED:

Approve Commissioner Warrants with a check date of July 1, 2022, in the amount of \$3,971,822.94.

BACKGROUND:

N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	APPROVED (4 TO 0)
MOVER:	Commissioner
SECONDER:	Commissioner
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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2124

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Eric Villeneuve

AGENDA ITEM:

ICHHS Warrants

BOARD ACTION REQUESTED:

Approve the Itasca County Health and Human Services (ICHHS) Department Warrants for June 2022, in the amount of \$1,757,509.21.

BACKGROUND:

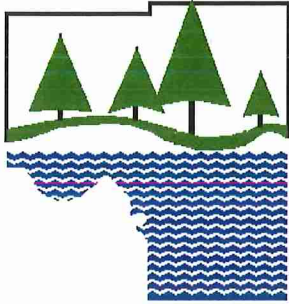
N/A

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. ICHHS Warrants - June 2022

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



ITASCA COUNTY HEALTH AND HUMAN SERVICES

ITASCA RESOURCE CENTER

1209 SE 2nd Avenue, Grand Rapids, MN 55744

Hearing Impaired Number TDD: 218-327-5549

218-327-2941

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

June 2022

Income Maint/Admin Payments	\$ 267,175.00
Social Services - Waivers	\$ 45,333.40
Social Services - Non-Waivers	\$ 525,403.85
Foster Care/Out of Home/FamilySupport	\$ 13,164.71
Relative Custoday/Preventive Placement Costs/Incidentals	\$ 585,853.92
Public Health	\$ 19,412.75
Community Health Board	\$ 301,165.58
Total	\$ 1,757,509.21

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

June 2022
Out of Home Placement Breakdown

Foster Care/Out-of-Home/Family Support Comparison					
	Actual 2022	Actual 2021	Actual 2020	Actual 2019	Actual 2018
January	433,150.76	375,450.87	459,792.92	304,901.00	403,335.16
February	348,631.48	276,036.33	591,619.05	395,125.46	317,598.86
March	390,198.68	470,336.10	503,054.15	481,292.60	401,231.62
April	552,814.60	327,746.28	447,083.94	369,984.89	486,982.25
May	487,698.28	435,540.15	533,038.47	431,360.66	326,329.84
June	585,853.92	453,742.31	382,221.73	511,262.03	511,990.80
July		295,647.79	361,553.69	374,861.55	345,911.09
August		406,809.83	324,126.58	553,349.32	420,305.34
September		351,501.34	388,223.65	454,942.93	346,840.99
October		253,884.89	482,584.01	535,920.86	505,385.69
November		424,163.31	397,425.90	420,910.89	379,374.21
December		280,089.95	351,799.88	222,554.78	410,475.92
Total	2,798,347.72	4,350,949.15	5,222,523.97	5,056,466.97	4,855,761.77

Child Protection Statistics					
	Maltreatment Reports	Opened for Assessment	% Opened	Children Placed	% Placed of Open
January	44	27	61%	5	19%
February	52	21	40%	4	19%
March	42	21	50%	9	43%
April	56	32	57%	14	44%
May	56	35	63%	8	23%
June	53	19	36%	3	16%
July			#DIV/0!		#DIV/0!
August			#DIV/0!		#DIV/0!
September			#DIV/0!		#DIV/0!
October			#DIV/0!		#DIV/0!
November			#DIV/0!		#DIV/0!
December			#DIV/0!		#DIV/0!
	303	155	#DIV/0!	43	#DIV/0!
	average			average	

June 2022
Out of Home Placement Payments by Vendor

		Rate	Invoices Paid
North Homes	-	\$175 - \$365/day	\$ 117,827
Northwestern MN Juvenile	-	\$200-\$340/day	\$ 99,476
Northwood	-	\$294-\$331/day	\$ 56,836
The Bridge Residential Facility	-	\$250/day	\$ 55,861
Snyders/Foundation for Life	-	\$122/day	\$ 31,745
Mille Lacs Academy	-	\$334 - \$403/day	\$ 29,735
Volunteers of America	-		\$ 28,800
Itaskin Juvenile Center	-	\$175 - \$328/day	\$ 18,931
Go Forward Group Home	-	\$245/day	\$ 15,190
Heartland Girls Ranch	-	\$249 - \$316/day	\$ 9,079
Village Ranch	-	\$175 - \$231/day	\$ 5,681
Northstar	-	\$128/day	\$ 5,291
Little Sand Group Home	-	\$240/day	\$ 4,292
Anoka County Juvenile Center	-	\$226 - \$282/day	\$ -
Arrowhead Juvenile Center	-	\$250/day	\$ -
Bar None	-	\$475/day	\$ -
Dakota County Juvenile Serv	-	\$325 - \$340/day	\$ -
Fond Du Lac Foster Care	-		\$ -
Kidspeace Corp	-	\$266/day	\$ -
Kindred Family Focus	-		\$ -
Lighthouse	-	\$128/day	\$ -
Lutheran Social Services	-	\$148-\$194/day	\$ -
MCF - Redwing	-	\$215/day	\$ -
MN Dept of Corrections	-	\$269/day	\$ -
New Trails Group Home	-	\$242/day	\$ -
Pathfinders Children Treat	-	\$106/day	\$ -
Peace House	-	\$115/day	\$ -
Port Group Homes	-	\$178/day	\$ -
Prairie Lakes Youth Program	-	\$209 - \$239/day	\$ -
Serenity Christian Homes	-	\$256.69/day	\$ -
St Cloud Children's Home	-	\$221/day	\$ -
West Central Juvenile Center	-	\$334/day	\$ -
Woodland Hills	-	\$152 - \$331/day	\$ -
Individuals*	-	\$21 - \$121/day	\$ 107,109
Total			\$ 585,854

*Individuals : Includes Foster Care & Family Support Programs



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2470

DEPARTMENT: Health & Human Services

TIME REQUESTED: 10 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

COVID-19 Update

BOARD ACTION REQUESTED:

Receive informational update regarding COVID-19.

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 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2459

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Kelly Chandler

AGENDA ITEM:

Change 1.0 FTE Public Health Nurse to 1.0 FTE Social Worker - home and community based

BOARD ACTION REQUESTED:

Change allocation of 1.0 FTE Public Health Nurse to 1.0 FTE Social Worker - Home and Community Based.

BACKGROUND:

Public Health has 3 public health nurse vacancies and was unable to fill all 3, prompting the request to change 1 of the allocations to social worker - home and community based. Both positions are grade 11 and will not affect the budget or levy.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. SocialWorker-HCBS

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



No Screen
Management Right

**ITASCA COUNTY
JOB DESCRIPTION**

(This job description is not intended to be an all-encompassing list of responsibilities, skills, efforts or working conditions, nor does it limit the assignment of related duties to this classification.)

Job Title: Social Worker – Home and Community Based Services

Department: Health and Human Services (Public Health Division)

Classification: Grade 11 (Local 580)

FLSA Status: Non-exempt

Position Description: (PR/PT) Provides professional social work and case management services within Federal, State and locally developed programs and policies to identify persons with a disability or are elderly who are in need of community-based services and coordinates efforts to secure the needed services.

Direct Supervisor: Public Health Supervisor

Indirect Supervisor: Public Health Division Manager, Health and Human Services Director

Total # positions that report directly to this job: 0

Total # positions that report indirectly to this job: 0

Machines or equipment used regularly in this job: Computer, printer, scanner, phone, calculator, fax machine, copy machine, DVD player, durable medical equipment (wheelchair, etc.), vehicle

Job qualifications including education, experience, license, certificates, etc.:

Minimum Qualifications (Pass/Fail):

- Bachelor's Degree in Social Work, Sociology, Psychology, or closely related Human Services field (must attach transcript)
- 1 year of home and community-based work experience
- work experience with Microsoft Office Suite (Word, PowerPoint and Excel)
- valid driver's license and reliable means of transportation
- successful completion of a Child Protection Background Check (and Predatory Offender Registration Check and Sexual Exploitation Background Check, all contingent upon a job offer
- Become a MN CHOICES Certified Assessor within 6 months of hire

Knowledge, Skills & Abilities:

Knowledge of: the principles and techniques of interviewing and recording in social work and the ability to apply them; home and community based services and supports; community resources; social and economic problems; individual and group behavior; physical limitations and mental illness and their impact on personality and behavior; family systems and dynamics; motivating factors of human behavior; federal and state welfare programs and relevant laws; agency policies

Skills: effective written and verbal communication skills; good steward to the taxpayer.

Ability to: effectively apply caseload knowledge and skills; consider clients' problems with empathy and objectivity; exercise good judgment in recommending possible solutions for clients' difficulties and when utilizing conflict management and advocacy skills; work constructively within an agency and in the community in effectively utilizing appropriate resources and services; establish and maintain good working relationships

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

with clients, co-workers, public officials and citizens of the community; prioritize and organize efficiently; keep records systematically; work independently and to recognize when supervision is needed; manage time productively; work well with others; ability and willingness to follow rules and procedures and follow directives from supervisors; provide quality customer service.

Preferred Qualifications:

- work experience (beyond the minimums) in home and community-based services
- work experience in public/private social work, **case management** for persons with physical deficits, disabilities or mental illness/serious emotional disturbance, family counseling, advocacy
- Master's Degree (or above) in Social Work or closely related field (**must attach transcript**)
- Certified MN Choices Assessor (**must attach the certificate**)
- Work experience providing Rule 185 case management

Duties and Responsibilities

Percentage of Time (100%): Time spent performing the duty and responsibility

Essential Function (E): The basic job duties that an employee must be able to perform, with or without reasonable accommodations. If the position exists to perform that duty, it is an essential function.

Non-essential Function (NE): Marginal duties that have limited or no consequences should the duties not be performed by the particular position.

%	E or NE	Duties and Responsibilities
75%	E	• Provide comprehensive and holistic long-term care and waiver assessment utilizing MN Choices tool • Determine eligibility for programs and services based on the assessment and identification of service needs. • Provide ongoing long-term care coordination of services and supports to keep clients in their home or the community. • Provides case management services for persons with an emotional, physical, or social disability. • Provide Rule 185 case management if assigned . • Interprets social and emotional factors to others involved in treatment of clients. • Interprets programs to clients, refers clients to appropriate community services. • Develop a community support plan that will identify needs and support independence. • Provides preventative case management services. • Prepares and maintains case records which meet Federal, State and local guidelines. • Provide the individual with necessary information about Minnesota Health Care programs and how to apply for these programs. • Make referrals to other professionals within their agency (case managers, for example) and/or other agencies as needed.
10%	E	• Provides counseling to families and individuals. • Interprets policies and regulations to clients.
10%	E	• Enforce laws and regulations that protect health and ensure safety. • Research for new insights and innovative solutions to health problems.
5%	E	• Participates in in-service training and other staff development activities to increase

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

		knowledge of social work processes and skill in application to individual cases.
	E	Regular attendance on the job.
	NE	Perform other duties as delegated.

Annual Budget Data:

Identify the average annual dollar amount this job impacts:

Capital budget:

\$ Description:

Operating budget:

\$ Description:

Payroll budget:

\$ Description:

Other Financial Measures (i.e. transfer payments, collections, reimbursements):

\$ Description:

Working Conditions:

Critical Demand: Definitions of the Critical Demand are below.

Frequency Key (Total cumulative amount of time during a day completing the job function. i.e. bending to open a file drawer can take only seconds of time so the total cumulative during a day may amount to R or possibly O):

(N) Never	NA
(R) Rarely	1-5% of the day = < ½ hr.
(O) Occasionally	6-33% of the day = ½ hr. to 2 hrs.
(F) Frequently	34-66% of the day = 2–5 hrs.
(C) Continuously	67%+ of the day = > 5 hrs.

Description: List the job function(s) that describes the work being performed in the Critical Demand. i.e. Lift Low-Level under 10 lbs – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – lifting file folders. i.e. Lift Mid-Range 25 – 50 lbs – place an R in the Frequency column as the cumulative amount of time a day spent doing these job function(s). Then list those job function(s) in the description line – box of paper from cart to countertop.

Critical Demand		Frequency	Description
Lift			
Low-level		R	Lift files up from cabinet drawer
Mid-Range		R	Lifting files
Overhead		R	
Positional		F	Lifting files while sitting at desk
Carry		O	Carrying files

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

Critical Demand	Frequency	Description
Push / Pull	R	Push/pull file drawers, pull briefcase/bag
Reach	F	Reach for phone, files, etc. while at desk
Forward Bend Standing	R	Getting files from cabinet
Forward Bend Sitting	O	Getting files
Rotation	O	Turning to converse, retrieve something from desk, etc
Standing	O	May stand when at a client's home or while at desk
Standing Work	R	Copier
Sitting	F	Sitting at desk doing paperwork, data entry, sitting in court and meetings
Squatting	R	
Low Work		
Crouch	R	
Kneel – ½ Kneel	R	
Crawl	N	
Balance	N	
Walking	F	Walking in office, to and from building, etc.
Stair Climb	R	Upstairs meeting room at IRC, stairs in courthouse and some client homes
Ladder Climb	N	
Climb	N	
Use of Hands:		
Grip	F	Pencil/pen use
Pinch	R	
Finger	C	Typing, writing, etc.
Handle	F	Opening doors, cabinets

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

Critical Demand		Frequency	Description
Driving		O	Driving to appointments and meetings, transporting clients
Sensory:			
Vision		C	Visual assessment of environment/clients
Hearing		C	Listening to clients, conducting interview, phone conversations, etc.
Talk/Speak		C	Phone, conversation with clients and colleagues
Taste/Smell		O	Detecting smells in client homes

Physical Environment: Using the Critical Demand definitions, place an “X” if the position has the Physical Environment described. If not, leave blank. List the job function(s) performed in the Physical Environment.

X	Critical Demand	List:
	Exposure to Weather	
	Extreme Heat (not weather related)	
	Extreme Cold (not weather related)	
	Extreme Wet/Humid (not weather related)	
	Extreme Noise	
	Vibration	
	Mechanical Hazards	
	Electrical Hazards	
	Burns	
	Confined Spaces	
	Explosives	
	Radiant Energy	
	Unprotected Heights	
	Atmospheric Conditions	
	Elevated Surfaces	
	Chemicals (Caustic or Toxic)	
	Blood-borne Pathogen &/or Biomedical/Microorganisms	
	Slippery Surfaces	
	Moving Objects	
	Traffic	
X	Other	When going into client homes, there is a risk of being exposed to any and all of the above listed issues.

Place an “X” if the position has the working condition described. If not, leave blank.

Job Title: Social Worker – Home & Community-Based Services **Date:** 8/5/2021

X	Works Alone
X	Customer/Public Contact
X	Clients with Behavioral Challenges
	Shift Work

	Extended Day
X	Indoors
	Outdoors

Mental Demands:

X	Frequent Contact with People
	Irregular Work Schedule
	Supervisory Skills
X	Detailed Work
X	Frequent Interruptions

X	Decision Making Skills
X	Concentration
X	Ability to Work Independently
X	Multiple Concurrent Tasks
X	Frequent Deadlines

Personal Protective Equipment:

	Hearing Protection
	Eye Protection
	Face Shield
	Steel toe shoes/boots
	Slip Resistant Footwear
X	Gloves (heat, cold, sharp)
	Breathing Protection

	Bump Cap/Hard Hat
	Fall Protection
	Protective Overalls
	Company Uniform
X	Street Clothes
	Other
List:	

Supervisor's signature and date:

Signature: _____ Date: _____

CRITICAL DEMANDS:**DEFINITIONS OF PHYSICAL, MOTOR, SENSORY DEMANDS AND ENVIRONMENTAL CONDITIONS:****MATERIAL HANDLING:**

LOW LIFT: Manually lift/lower a load between floor and 36" while standing. Item is moved <3ft horizontally.

MID-RANGE LIFT: Manually lift/lower a load with the entire lift between 36" and 55" while standing. Item moved <3ft horizontally.

HIGH LIFT: Manually lift/lower a load beginning 36" or higher and exceeding 55" while standing. Item moved <3ft horizontally.

POSITIONAL LIFT: Lifting performed within the confines of a static position combined and occurring simultaneously (not sequentially) such that the nature of the combination functionally creates stressors that may not be understood if the items are identified separately. (Example: baggage handlers working in a kneeling position.)

CARRY: Transport a load over a distance of 3ft or more via walking and use of the upper extremities (includes lifting/lowering to achieve carry angle and appropriate walk mechanics).

PUSH: After making hand contact with the load, force is generated away from the body upon an object, so that the object generally moves away from the force in either a horizontal or vertical direction.

PULL: After making hand contact with the load, force is generated toward the body upon an object, so that the object generally moves toward the force in either a horizontal or vertical direction, not lifting or removing load from resting surface.

POSITIONAL ACTIVITIES:

REACH: Moving the arm(s) away from the body >15 degrees (related to neutral sitting) with <5# for Forward Reaching. Lateral Reaching involves motions beyond 30 degrees of horizontal abduction. Overhead reaching involves motions above 90 degrees of shoulder flexion.

FORWARD BEND – STANDING: In a standing position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

FORWARD BEND – SITTING: In a sitting position, bending or movement of the trunk forward (relative to vertical) >15 degrees with a load <5#.

ROTATION: In a seated or standing position, rotating the trunk more than 15 degrees with a load of <5#.

STANDING: Maintaining an upright posture while weight bearing on both feet and working with loads <5#.

STANDING WORK: This may include performance of a variety of activities with the primary requirement of standing and/or short distance movement <10ft in the immediate work area.

SITTING: Maintaining a seated position with trunk flexion and rotation less than 15 degrees and loads <5#.

SQUATTING: Bending the hips and knees to lower the body. Load must be <5# and not sustained.

LOW WORK: Working low to the ground in positions such as crouch/kneel/1/2-kneel sitting on heels, where options vary and may change. May be accompanied by forward flexion due to the height of the work. May include forward bending, or be accompanied by reaching and rotating.

CROUCH: Assuming or working in a position low to the ground where both knees are fully flexed for more than 5 seconds with loads <5#. This assumes hip and knee flexion of 90 degrees or greater and may include forward flexion.

KNEEL – ½ KNEEL: Assuming or working in a position low to the ground where one or both knees are in contact with the ground.

This may include forward flexion, sitting on heels or working with loads <5#.

CRAWL: Moving across a surface on hands and knees. May include working from crawl position.

BALANCE: Adaptive postural control and stability, generally consistent with controlled activity performance. Activities involving high degree of balance requirements should be operationally defined.

AMBULATION AND CLIMBING:

WALKING: Walk/move on foot = 10ft or greater distance with load <5#.

STAIR CLIMB: Ascend or descend fixed or portable stairs.

LADDER CLIMB: Ascend or descend rungs on various types of ladders (stationary or portable) where help of the upper extremities is necessary.

CLIMB: Ascend or descend ladders, stairs, scaffolding, ramps, poles and the like, using feet and legs and/or hands and arms.

HAND:

GRIP: Generating force >10# while grasping to move, hold, or stabilize an object within the span of the hand. (Not related to tasks that are parts of other critical demands. Example: Gripping a wrench while reaching would be considered separate physical demands, while gripping during a lift is captured in the performance of the lift and would not be listed as a separate physical demand.)

PINCH: Squeeze and generate force of >5# between fingers to move, hold or stabilize an object within the span of the fingers/thumb.

FINGER: Pick, pinch or otherwise working primarily with fingers rather than with the whole hand or arms as in handling.

HANDLE: Seize, hold, grasp, turn, or otherwise working with hand or hands. Moving and using the hands or fingers to perform fine motor activities, manipulation or handling of objects, and/or operation of controls.

SENSORY:

VISION:

COLOR VISION: Ability to identify and distinguish colors.

DEPTH PERCEPTION: Three dimensional vision. Ability to judge distances and relationships so as to see objects where and as they actually are.

FAR VISION: Clarity of vision at 20 ft or more.

NEAR VISION: Clarity of vision at 20 inches or less.

FIELD OF VISION: Observe an area that can be seen up and down or right to left while eyes are fixed on a given point (peripheral).

VISUAL ACCOMMODATION: Adjustment of lens of eye to bring an object into sharp focus. Especially important when doing near-point work at varying distances from eye.

HEAR: perceive the nature of sounds.

TALK/SPEAK: Express or exchange ideas by means of the spoken word.

TASTE/SMELL: Distinguish, with a degree of accuracy, differences or similarities in intensity or quality of flavors and/or odors, or recognize particular flavors and/or odors, using tongue and/or nose.

ENVIRONMENTAL CONDITIONS:

EXPOSURE TO WEATHER: Hot, cold, wet, humid, or windy conditions, caused by the weather, which results in marked bodily discomfort.

EXTREME HEAT: Non-weather related temperatures that are sufficiently high to cause marked bodily discomfort.

EXTREME COLD: Non-weather related temperatures that are sufficiently low to cause marked bodily discomfort.

WET AND/OR HUMID: Contact with water or other liquids; or exposure to non-weather related conditions where humidity is sufficiently high to cause marked bodily discomfort.

EXTREME NOISE: Constant or intermittent sounds of a pitch or level sufficient to cause a worker to have difficulty hearing the voice of a person three or four feet away unless voice is raised above normal conversational level.

VIBRATION: Shaking objects or surfaces that cause a strain on the body or extremities.

MECHANICAL HAZARDS: Danger to fingers or limbs due to feeding or operating either portable or stationary power driven equipment.

ELECTRICAL HAZARDS: Exposure to electric wires, transformers, or uninsulated electrical parts.

BURNS: Potential of burns from hot material, fire, or chemical agents (identify which factor is present).

CONFINED SPACES: Areas where dangerous air contamination or oxygen deficiencies may exist or develop; or, where an emergency removal of a suddenly disabled employee is difficult due to the location or size of the opening the worker entered through.

EXPLOSIVES: Materials which undergo rapid chemical or nuclear reaction with the production of noise, heat, and violent expansion of gases.

RADIANT ENERGY: Exposure to radiant energy such as x-rays, radioactive material, ultraviolet, or infrared rays.

UNPROTECTED HEIGHTS: Exposure to working in high, exposed places.

ATMOSPHERIC CONDITIONS: Exposure to conditions that affect the respiratory system or the skin, such as fumes, noxious odors, dusts, mists, gases, and poor ventilation (identify which factor is present).

ELEVATED SURFACES: Work occurs in places elevated above the ground such as catwalks, scaffolds, ladders and roofs.

CHEMICALS (CAUSTIC OR TOXIC): Substances or compounds which may cause illness or injury.

BLOOD-BORNE PATHOGENS &/OR BIOMEDICAL/MICROORGANISMS: Pathogenic microorganisms that are present in human blood and cause disease in humans. These pathogens include, but are not limited to Hepatitis B virus (HBV) and human immunodeficiency virus (HIV) &/or chicken pox, infectious disease.

SLIPPERY SURFACES: Walking surface of work site is necessarily wet, muddy, greasy, oily, or highly polished surfaces which may cause employees to slip or lose footing.

MOVING OBJECTS: Moving equipment and objects in the immediate work area such as cranes, heavily laden carts, gurneys and forklifts.

TRAFFIC: Physical exposure to vehicular traffic.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2113

DEPARTMENT: Health & Human Services

TIME REQUESTED: 15 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

County Based Purchasing (IMCare) Division Update/Presentation

BOARD ACTION REQUESTED:

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

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Q1 2022 Compliance Program Report

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 28, 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:

Authorize new campsite fees of \$30 per night for non-electric sites and \$40 per night for electric sites 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:

1. NorthernMN_Campground Fees_2022
2. Bass Lake_Loop A_Electric
3. Bass Lake_Loop B_NonElectric
4. Bass Lake_Loop C_Tenting

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.

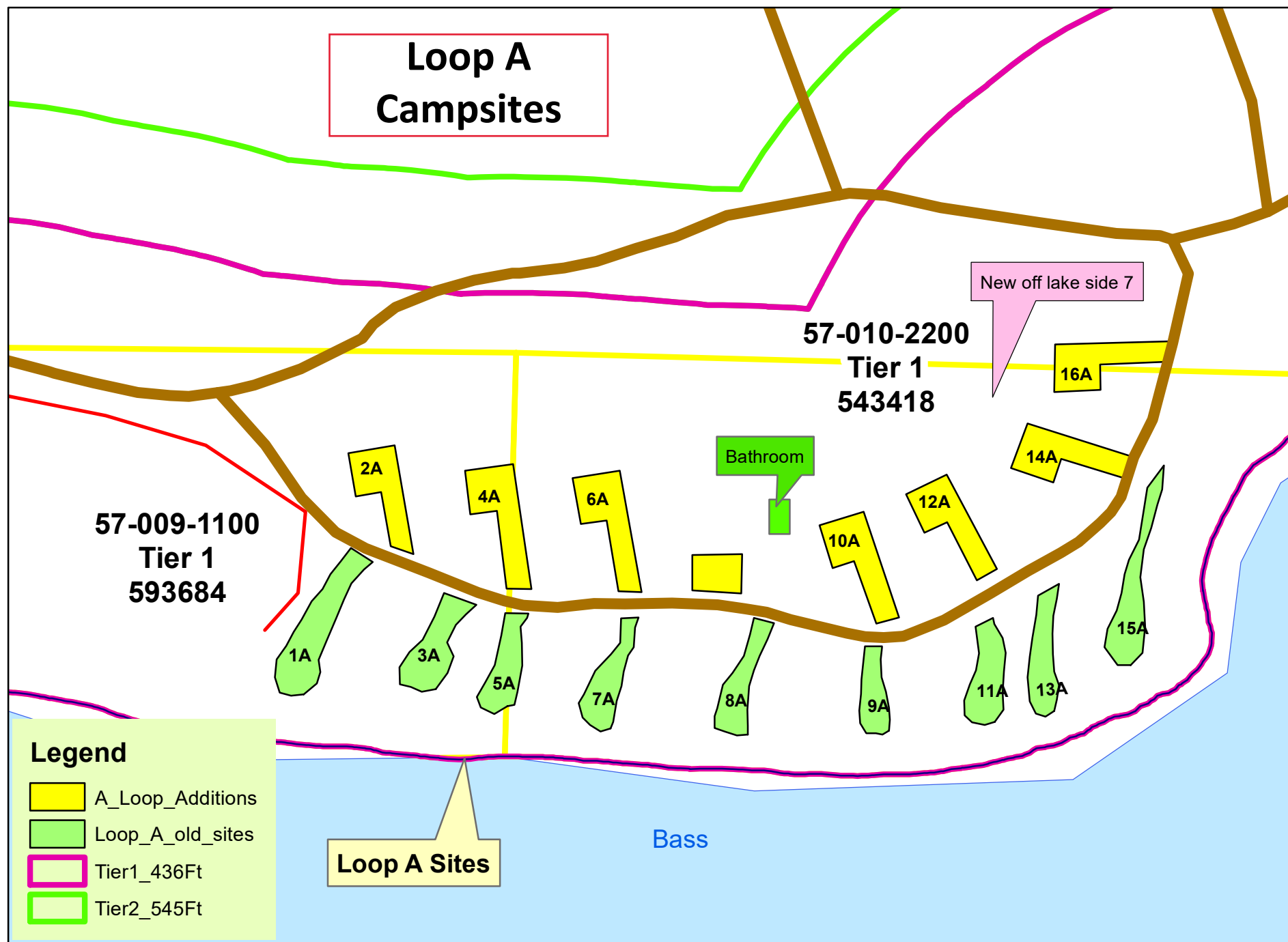
Motion To: Authorize new campsite fees of \$30 per night for electric sites on Loop A, \$20 per night for non-electric sites on Loop B, and \$15 per night for tent only sites on Loop C at the Bass Lake County Campground.

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

<u>Campground</u>	<u>County</u>	<u>Agency</u>	<u>Picnic Table</u>	<u>Campfire Ring</u>	<u>Vault Toilets</u>	<u>Handpump Water</u>	<u>Running Water</u>	<u>Flush Toilets</u>	<u>Showers</u>	<u>Dump Station</u>	<u>Tent Only Non - Electric</u>	<u>Fee - Non-Electric</u>	<u>Fee - Electric</u>
Bass Lake	Itasca	County	X	X	X	X					n/a	\$ 15.00	n/a
Mosomo Point	Itasca	USFS	X	X	X	X					n/a	\$ 16.00	n/a
North Deer	Itasca	USFS	X	X	X	X					n/a	\$ 16.00	n/a
South Deer	Itasca	USFS	X	X	X	X					n/a	\$ 16.00	n/a
Williams Narrows	Itasca	USFS	X	X	X	X					n/a	\$ 16.00	n/a
East Seelye	Itasca	USFS	X	X	X	X					n/a	\$ 16.00	n/a
West Seelye	Itasca	USFS	X	X	X	X					n/a	\$ 16.00	n/a
Cutfoot Horse Camp	Itasca	USFS	X	X	X	X					n/a	\$ 16.00	n/a
North Star	Itasca	USFS	X	X	X	X					n/a	\$ 16.00	n/a
Clubhouse Lake	Itasca	USFS	X	X	X	X					n/a	\$ 16.00	n/a
Onegume	Itasca	USFS	X	X	X		X				n/a	\$ 16.00	\$ 23.00
Cottonwood Lake	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Moose Lake	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Owen Lake	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Lost Lake	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Bear lake	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Larson Lake	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Button Box lake	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Stony Brook Horse Camp	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Thistledew	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Togo Horse Camp	Itasca	State	X	X	X	X					n/a	\$ 17.00	n/a
Pokegama Dam	Itasca	Army Corp	X	X			X	X	X	X	\$ 14.00	n/a	\$ 26.00
Winnie Dam	Itasca	Army Corp	X	X	X		X	X	X	X	n/a	n/a	\$ 24.00
Fairgrounds	Itasca	County	X	X			X	X	X	X	\$ 15.00	\$ 25.00	Tent w/ electric \$20.00 Camper w/ electric \$30.00 50 amp electric \$35.00

<u>Campground (Outside the County)</u>	<u>County</u>	<u>Agency</u>	<u>Picnic Table</u>	<u>Campfire Ring</u>	<u>Vault Toilets</u>	<u>Handpump Water</u>	<u>Running Water</u>	<u>Flush Toilets</u>	<u>Showers</u>	<u>Dump Station</u>	<u>Tent Only Non - Electric</u>	<u>Fee - Non-Electric</u>	<u>Fee - Electric</u>
Crescent Lake	Cook	USFS	X	X	X	X					n/a	\$ 18.00	n/a
Birch Lake	St. Louis	USFS	X	X	X	X					n/a	\$ 19.00	n/a
East Bearskin	Cook	USFS	X	X	X		X				n/a	\$ 20.00	n/a
Iron Lake	Cook	USFS	X	X	X	X					n/a	\$ 22.00	n/a
Flour Lake	Cook	USFS	X	X	X		X			X	n/a	\$ 22.00	n/a
South Kawishiwi River	St. Louis	USFS	X	X	X						n/a	\$ 19.00	30 amp electric \$25.00 50 amp electric \$27.00
Snake River	Aitkin	County	X	X	X	X					n/a	\$ 15.00	n/a
Jacobson Park	Aitkin	County	X	X	X	X					n/a	\$ 15.00	n/a
Berglund Park	Aitkin	County	X	X			X	X	X	X	n/a	n/a	\$ 20.00

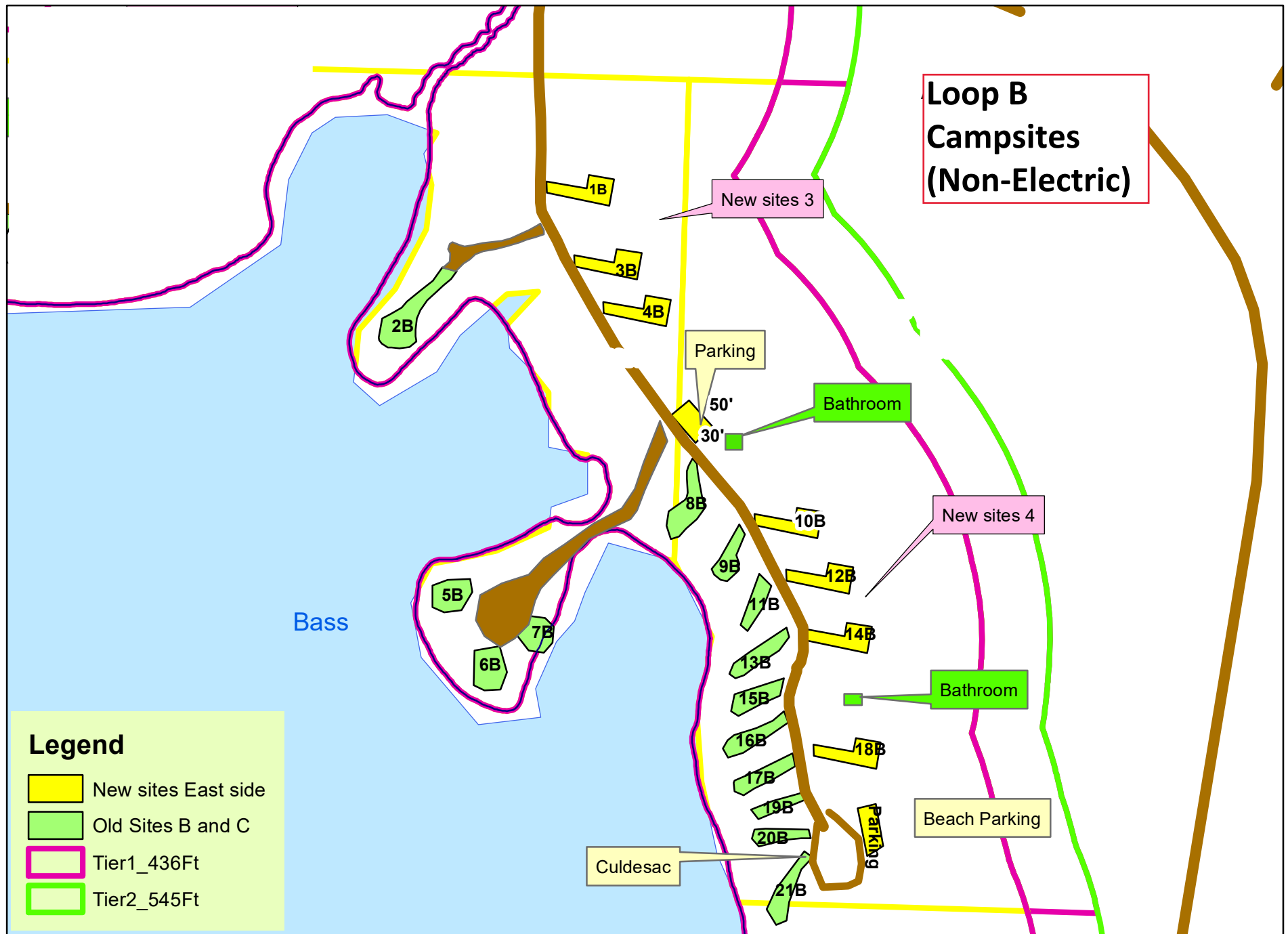
Bass Lake Park Campground Expansion Project



0 50 100 200 300 400 Feet

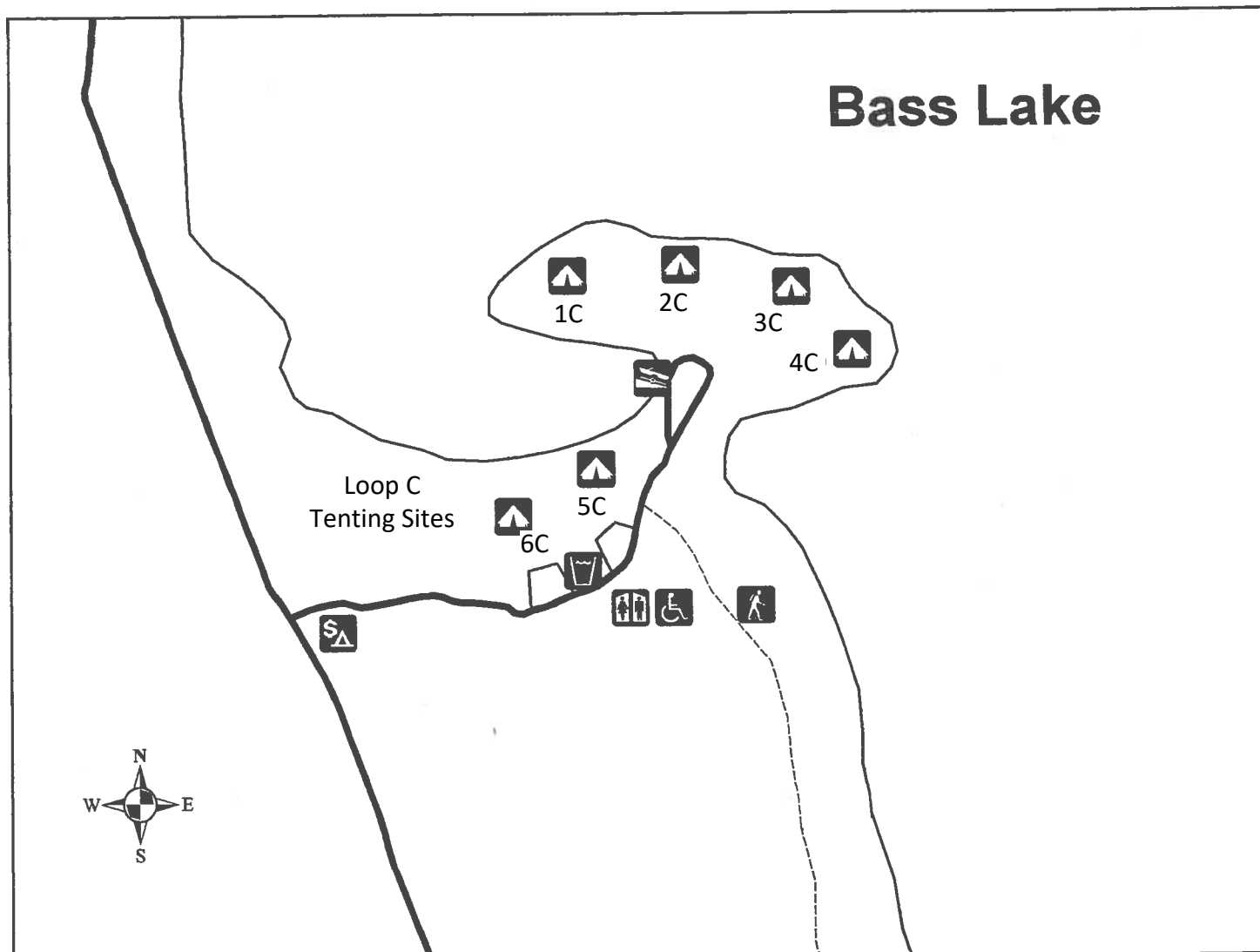
Adding 7 new sites and 1 parkinglot

Bass Lake Park Campground Expansion Project



Adding 7 new sites and 2 parkinglot

Bass Lake Park West Campground - Tenting Sites



For more information contact:
Itasca County Park System
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2850
www.co.itasca.mn.us

The Itasca County Park System's mission is to provide quality comprehensive recreational opportunities that are comprised of developed, semi-developed, and undeveloped areas, facilities, and program services throughout the lands and waters of Itasca County for current and future generations.

EMERGENCY: Dial 911

Campground Rules:

- * PETS must be controlled on a leash or rope six feet or less in length and cleaned up after.
- * QUIET HOURS are 10pm to 7am.
- * CHECKOUT time is 4pm.
- * FIRES PERMITTED in fire rings or self contained grills only. Please do not leave fires unattended.
- * CUTTING or bark peeling of park trees is PROHIBITED. Please collect dead and downed wood for campfires.
- * CAMPSITES are available on a first come first served basis. There are no reservations.
- * LENGTH of stay is limited to 14 days per campsite.
- * CAPACITY of a campsite is limited to 10 people.
- * PLEASE throw all garbage in the refuse containers provided. Please do not litter.
- * MANAGEMENT reserves the right to ask any camper to leave.
- * ATV/OHV ingress and egress access to the campground is allowed. Non-ingress/egress ATV/OHV use on park roads is prohibited.
- * RESPECT this park and campground and its natural resources, leave the area in better shape than you found it.



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2469

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Utility Easement for Lake Country Power on Tax-Forfeited Trust Land

BOARD ACTION REQUESTED:

Approve utility easement for construction, maintenance and operation of an underground primary telecommunication line over and across tax-forfeited trust lands in Section 31, Township 59, Range 23 and authorize necessary signatures.

BACKGROUND:

This easement is for construction of underground electric service to benefit an adjacent land owner.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Easement 31-59-23

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 UTILITY EASEMENT

This easement is granted this ____ day of _____, 2022, by Itasca County on behalf of the State of Minnesota in trust for the taxing districts, hereinafter referred to as the Grantor, to Lake Country Power, hereinafter referred to as the Grantee. The address of the Grantee for purposes of any notification required herein shall be 26039 Bear Ridge Drive, Cohasset, MN 55721.

RECITALS

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 4, which authorizes the County Auditor to grant easements upon unsold, tax-forfeited lands.
2. The Grantee desires to obtain an easement for underground electric cable purposes and the Grantor desires to grant such an easement upon the property below described.
3. The Itasca County Board of Commissioners, by Board Action dated the _____ day of _____, 2022, have prescribed the terms set forth below.

NOW, THEREFORE, in consideration of the premises and terms hereinafter set forth, the Grantor hereby grants unto the Grantee its heirs, successors and assigns, until terminated as hereinafter provided, full right and authority to enter at any time upon, across and under a strip of land 30 feet in width on the parcels hereinafter described, and from time to time to erect, maintain, repair, upgrade, rebuild, relocate, operate and patrol electricity underground power, including the right to erect poles and other underground power line structures, wires, cables, pipes and any necessary appurtenances, the right to clear said strip and keep it clear from brush, trees, buildings and fire hazards and the right to remove dangerous trees, if any, located beyond the limits of said strip.

TERMS

I.

The 30 foot wide easement for utility purposes lies over, under and across part of the Northwest Quarter of the Northeast Quarter (NW NE) and Government Lot 2, Section 31, Township 59 North, Range 23 West, of the Fourth Principal Meridian, Itasca County, Minnesota, more particularly described in Exhibit A, and as shown on the attached survey.

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

II.

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

III.

The Grantee, before entering upon the premises for construction purposes, shall pay to the Grantor the sum equal to the current market value of the easement. This amount is consideration for the granting of this easement. This fee is to be determined in accordance with the fee policy that is established by the Itasca County Board of Commissioners.

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

IV.

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

V.

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

VI.

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

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

VII.

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

VIII.

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

IX.

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

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

X.

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

XI

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

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

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

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

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

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

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

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

- C. GRANTEE also agrees that any contract let by GRANTEE for the performance of the work on the Site as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless ITASCA COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by

reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

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

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

b. Commercial General and Automobile Liability Insurance:

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

Coverages above shall also include:

Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

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

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

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

XII.

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

XIII.

Additional construction and maintenance specifications:

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

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

- B. All timber, slash, rocks and similar debris left on County land must be disposed of in a manner acceptable to the Land Commissioner.
- C. Organic soil material and mineral soil must be left in place on the right-of-way unless approved by the Land Commissioner.
- D. **This utility line location must be signed at the property line, all angle points and at other locations as needed so that the distance between signs does not exceed 200 feet.**
- E. Upon completion of the right-of-way construction and utility installation, the Grantee shall restore the right-of-way to an environmentally sound condition. This may include, but is not limited to, eliminating any erosion problems and re-establishing stable vegetative cover as acceptable to the Land Commissioner.
- F. Construction and maintenance of the utility easement and system will be performed by the Grantee without any cost to the Grantor.
- G. Grantee must mark all survey markers within the easement prior to right of way construction and maintenance. Grantee shall restore at Grantee's expense all survey markers damaged by Grantee or Grantee's contractors.

XIV

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

IN TESTIMONY WHEREOF, the County Auditor of the County of Itasca, State of Minnesota, has affixed his hand and seal this _____ day of _____, 2022.

COUNTY OF ITASCA
STATE OF MINNESOTA

by _____
Itasca County Chief Deputy Auditor

State of Minnesota)

) SS

County of Itasca)

On this _____ day of _____, 2022, before me, a notary within and for said County, personally appeared Debra Davis, Chief Deputy Auditor on behalf of Jeffrey T. Walker, County Auditor of said County, to me personally known to be the person who executed the foregoing instrument on behalf of said County and acknowledged that she executed the same in his official capacity as her free act and deed pursuant to statutes in such case made and provided and pursuant to authority of the Itasca County Board of Commissioners.

(Notary Seal)

Notary Public

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

Exhibit A

EASEMENT DESCRIPTION (NE1/4 OF SE1/4)

A 30.00 foot wide easement of utility easement, under, over, and across that part of the Northeast Quarter of the Southeast Quarter, in Section 31, Township 59 North, Range 23 West of the Fourth Principal Meridian, Itasca County, Minnesota, the centerline is described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 31; thence South 89 degrees 43 minutes 47 seconds West, assumed bearing, along the north line of said Northeast Quarter of the Southeast Quarter, 859.20 feet; thence South 26 degrees 07 minutes 24 seconds East 37.00 feet; thence South 27 degrees 45 minutes 37 seconds West 88.00 feet; thence South 63 degrees 12 minutes 11 seconds West 46.00; thence North 72 degrees 00 minutes 14 seconds West 61.33 feet to the intersection with the south line of Lot 27, Block 1, of HARTLEY LAKE as recorded in the Office of the County Recorder in and for the County of Itasca, State of Minnesota, and the point of beginning; thence North 72 degrees 00 minutes 29 seconds West 213.00 feet; thence North 69 degrees 37 minutes 01 second West 102.00 feet; thence North 57 degrees 49 minutes 59 seconds West 17.85 feet to the intersection with said north line of the Northeast Quarter of the Southeast Quarter, and the point of termination.

The sidelines of said easement are to be prolonged or shortened at said south line of Lot 27 at the point of beginning and at said north line of the Northeast Quarter of the Southeast Quarter at the point of termination.

EASEMENT DESCRIPTION (GOV'T LOT 2)

A 30.00 foot wide easement of utility easement, under, over, and across that part of the Government Lot 2, in Section 31, Township 59 North, Range 23 West of the Fourth Principal Meridian, Itasca County, Minnesota, the centerline is described as follows:

Commencing at the northeast corner of the Northeast Quarter of the Southeast Quarter of said Section 31; thence South 89 degrees 43 minutes 47 seconds West, assumed bearing, along the north line of Northeast Quarter of the Southeast Quarter of said Section 31, a distance of 1296.60 feet, to the point of beginning of the centerline to be described; thence North 57 degrees 49 minutes 59 seconds West 26.00 feet; thence North 69 degrees 48 minutes 00 seconds West 13.74 feet to the west line of said Government Lot 2, and the point of termination.

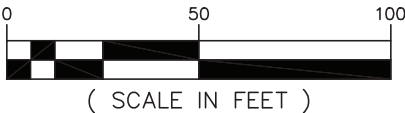
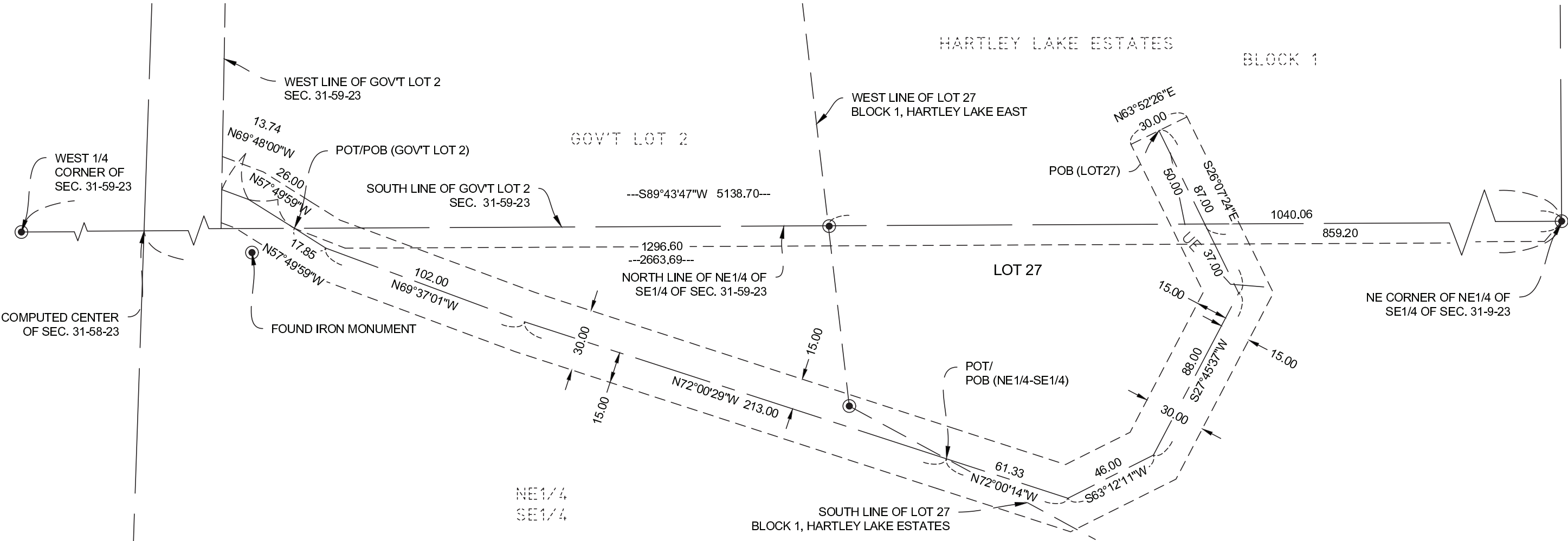
The sidelines of said easement are to be prolonged or shortened at said north line of the Northeast Quarter of the Southeast Quarter at the point of beginning and at said west line of Government Lot 2 at the point of termination.

EASEMENT DESCRIPTION

FOR

JULIE AND MARK SPIERING

PART OF THE NW1/4-NE1/4 AND GOV'T LOT 2, SECTION 31
TOWNSHIP 59 NORTH, RANGE 23 WEST
ITASCA COUNTY, MINNESOTA



BENCHMARK
ENGINEERING, INC.
CIVIL & ENVIRONMENTAL ENGINEERING * LAND SURVEYING
PLANNING * LAND DATABASE MAPPING
8878 Main Street Post Office Box 261
Mountain Iron, Minnesota 55768
Phone 218/735-8914
http://www.bm-eng.com



SURVEY NOTE:
1) BEARINGS ARE ROTATED TO NAD 83 ITASCA COUNTY COORDINATE SYSTEM SOUTH ZONE, 2011 CORRECTION.
2) THE SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE COMMITMENT OR OPINION. THERE MAY BE EASEMENT OR OTHER LIMITING FACTORS WHICH MAY AFFECT THE SUBJECT PROPERTY THAT ARE NOT SHOWN ON THIS SURVEY

- DENOTES FOUND MONUMENT
- DENOTES MONUMENT SET CAPPED PLS#53737
- △ DENOTES CALCULATED POSITION
- (M) DENOTES MEASURED DISTANCE
- (R) DENOTES RECORDED DISTANCE

I hereby certify that this plan, specification or report was prepared by me or under my supervision and that I am a duly licensed LAND SURVEYOR under the laws of the State of MINNESOTA

Anthony L. Palcich

Printed name: ANTHONY L. PALCICH
Date: 06/20/2022 Lic. No. 53737
REVISED TO CORRECT NAME 6-20-2022



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2481

DEPARTMENT: Sheriff

TIME REQUESTED: 5 Minutes

PRESENTER: Vic Williams

AGENDA ITEM:

Declaration of a State of Emergency

BOARD ACTION REQUESTED:

Adopt the Resolution Re: Declaration of a State of Emergency due to damage resulting from the June 24, 2022 Heavy Winds, Rain, and Flood Damage in Itasca County and approve necessary signatures to the request for a Preliminary Damage Assessment from the State.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. Dir Kelly PDA Letter June 24th 2022

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



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 28, 2022

RESOLUTION 2022-42

RE: DECLARATION OF A STATE OF EMERGENCY

WHEREAS, the June 24, 2022 Heavy Winds, Rain and Flood Damage impacted the population of Itasca County and its cities; and

WHEREAS, the June 24, 2022 Heavy Winds, Rain and Flood Damage event has caused a significant amount of public property damage; and

WHEREAS, the Itasca County Department of Emergency Management requests the Itasca County Board of Commissioners to declare Itasca County in a STATE OF EMERGENCY for the June 24, 2022 Heavy Winds, Rain and Flood Damage event.

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners hereby declares Itasca County to be in a State of Emergency for conditions resulting from the June 24, 2022 Heavy Winds, Rain and Flood Damage event.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28th day of 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 28th day of June A.D. 2022.

Administrator

ITASCA COUNTY SHERIFF'S OFFICE
VICTOR J. WILLIAMS, SHERIFF



440 1st Avenue NE • Grand Rapids, MN 55744 • 218-326-3477 • FAX: 218-326-4663

June 27th, 2022

Mr. Joseph Kelly, Director
Minnesota Department of Public Safety
Division of Homeland Security and Emergency Management
445 Minnesota Street, Suite 223
St. Paul, MN 55101

Dear Director Kelly:

On June 24th, 2022 areas in Itasca County experienced extensive damage from a heavy winds & rains, and flooding across a portion of the county.

Our Initial Damage and Impact Assessment Report revealed damages which met or exceeded 50% of our county federal damage indicator.

At this time, we are requesting your assistance to conduct a Preliminary Damage Assessment (PDA) for the State Public Assistance Program.

I would like to directly coordinate the logistics for the PDA with your staff if that is acceptable to you.

Thank you for your consideration and please let me know if you require additional information at 218-327-7483.

Sincerely,

John Linder
Itasca County Emergency Management
Itasca County Sheriff's Office



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, June 28, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2442

DEPARTMENT: Administrative Services

TIME REQUESTED: 15 Minutes

PRESENTER: Brett Anderson, Brett Skyles

AGENDA ITEM:

Ecumen Grand Village Management Agreement

BOARD ACTION REQUESTED:

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)

06/21/2022

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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06/28/2022

RESULT:	RECOMMENDED FOR DISCUSSION	NEXT: 07/05/2022 2:30 PM
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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.