ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 16, 2022	2:30 PM	Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.3 (Conditions for the Canisteo Pit Water Appropriations Permit) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the Minutes of the Wednesday, August 10, 2022 County Board Regular Session

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

V. RECOMMENDED FOR CONSENT AGENDA

1. Accept the resignation of Karen Wortman from the Extension Committee, effective Tuesday, August 23, 2022.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 8/23/2022 2:30 PM**

2. Approve the updated Fringe Benefits - County Assessor with updated language.

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 8/23/2022 2:30 PM**

3. Approve the updated Fringe Benefits - County Engineer with updated language.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

4. Approve the updated Fringe Benefits - Veteran's Service Officer with updated language.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

5. Approve the updated Fringe Benefits - County Surveyor with updated language.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

6. Approve and authorize necessary signatures for the updated Health and Human Services Director Employment Agreement with updated language.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

7. Approve the updated Fringe Benefits for Electeds Other Than County Commissioners.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

8. Approve and authorize necessary signatures for the updated County Administrator Employment Agreement with updated language.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

9. Approve the IMCare Q2 2022 Financial Statements.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

10. Approve the Truancy Prevention Contract between ICHHS and Ross Resources, Ltd., for the period of September 1, 2022 through August 31, 2023.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

11. Adopt the resolution Re: MnDOT Detour Agreement NO. 1049901, which approves the agreement and authorizes the necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

12. Approve utility easement for construction, maintenance and operation of an underground primary telecommunication line over and across tax-forfeited trust lands in Section 24, Township 55, Range 22 and authorize necessary signatures.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

13. Adopt the Resolution RE: Authorizing and Fixing the Terms of Sale for the 2022 Online Tax-Forfeited Land Sale commencing on October 17, 2022 at 10:00 A.M. and closing on October 28, 2022 at 10:00 A.M. through PublicSurplus.com.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 8/23/2022 2:30 PM

VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

   David Holmbeck provided citizen input regarding Item #6.3 (Conditions for the Canisteo Pit Water Appropriations Permit).

RESULT:	INFORMATIONAL - NO ACTION TAKEN

2. Fringe Benefits - County Commissioners

Motion To: Keep the 3 step premium participation language not to exceed $10,000.

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

Motion To: Approve Health Insurance Benefit Coordination language as presented.

RESULT:	**WITHDRAWN**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives

It was the consensus of the County Board to direct staff to update the Health Insurance Benefit Coordination language and place on a future Consent Agenda for approval.

3. Conditions for the Canisteo Pit Water Appropriation Permit

County Administrator, Brett Skyles and Land Commissioner, Kory Cease provided information regarding conditions for the Canisteo Pit Water Appropriation Permit.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

VII. COMMITTEE REPORTS

VIII. ADMINISTRATOR UPDATE

IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Chair Snyder adjourned the meeting at 3:12 PM.

ATTEST

Terry Snyder
Chair of the County Board

Brett Skyles
Clerk of the County Board

August 16, 2022

Chair:

PULL: None

ADDITIONS:

1. Item #6.3 (Conditions for the Canisteo Pit Water Appropriations Permit)

CHANGES: None

INFORMATIONAL: None

Amanda

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Wednesday, August 10, 2022 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Vice-Chair Trunt called the meeting to order at 2:30 PM.

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

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.7 (State Disaster Assistance) and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 2, 2022 County Board Work Session.

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

V. CONSENT AGENDA

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

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

1. Approve final payment for Contract 65204, a grading and base project on CSAH 52, and authorize the County Board Chairperson and Clerk to the County Board to sign the necessary documents.

2. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Children's Dental Services, a dental provider.
3. Approve the lease agreement between the MN Timber Producers Inc. and Itasca County for the 2022 North Star Expo event at the Itasca County Fairgrounds, and authorize the necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

Citizen Input from Doug Carpenter regarding a response to a data request was read into the record.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

2. Recognition of County Employees.

The following employees were recognized:

Welcome new employee, Carlie Haben, Forester, Land Department, effective July 18, 2022.

Farewell to Stephanie Mattson whose last day as Health Plan Compliance Coordinator with IMCare Division of Health and Human Services was July 22, 2022, after 9 years of service.

Welcome to new employee, Steve Olson, Highway Maintenance Worker, Transportation Department, effective July 25, 2022.

Welcome to new employee, Jenna Madoll, Clerk Treasurer, Auditor/Treasurer's Department, effective August 1, 2022.

Congratulations to Brianna Roberts, HHS Family Services Social Worker, who accepted a job transfer to the position of Social Worker – Home and Community-based Services in the Public Health Division effective August 7, 2022.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

3. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of August 12, 2022, in the amount of $3,492,084.98.

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

4. Letters of Support for the Huber Project

Motion To: Authorize sending a letter of support from the County Board to Governor Tim Walz regarding the Huber Engineered Wood Project.

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

5. HHS Family & Child Services Update

   Family Services Division Manager Becky Lauer provided a Family and Child Services Update, including information regarding Child Protection, Indian Child Welfare Act (ICWA), and Adult Protection and Mental Health intake information for January – June 2022.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

6. Fairgrounds Park Campground Contract Award

   Motion To: Award Fairgrounds Park Campground project contract to the lowest responsible bidder, Casper Construction, Inc., at $779,908 for the base bid, bid alternate 1 at $38,443.50, bid alternate 2 at $24,000, and authorize necessary signatures.

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

7. State Disaster Assistance

   Motion To: Adopt the Resolution Re: Requesting State Disaster Assistance for public property damage from the June 20-24, 2022 severe weather event and authorize Board Chair Terry Snyder and Emergency Manager John Linder to sign a letter to Governor Walz requesting State Disaster Assistance for the damage from the June 20-24, 2022 severe weather event.

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

VII. COMMISSIONER COMMENTS

Commissioner Trunt provided comment regarding the upcoming Tire Clean-up event to occur September 3-11, 2022 at all Itasca County solid waste locations, during which residents can dispose of passenger-vehicle tires and smaller at no cost as part of the Fight Blight Initiative. For more information, please contact Itasca County Environmental Services at (218) 327-2857.

VIII. CLOSED SESSIONS

IX. ADJOURN

Vice-Chair Trunt adjourned the meeting at 2:55 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, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2542

DEPARTMENT: Administrative Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Amanda Schultz

AGENDA ITEM:
Resignation of Appointment

BOARD ACTION REQUESTED:
Accept the resignation of Karen Wortman from the Extension Committee, effective Tuesday, August 23, 2022.

BACKGROUND:
Resignation was provided to Keri Cavitt on August 1, 2022. As there are no current applications on file, we will need to advertise to fill the created vacancy.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Extension Committee-Resignation-K Wortman

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/23/2022 2:30 PM**

From:	Keri Cavitt
To:	Amanda Schultz
Cc:	Brett Skyles
Subject:	Fwd: Resigning From Itasca Extension Board
Date:	Monday, August 8, 2022 12:50:44 PM

fyi

---------- Forwarded message ---------
From: **Karen Wortman** <karenwortman01@gmail.com>
Date: Mon, Aug 1, 2022 at 7:17 PM
Subject: Resigning From Itasca Extension Board
To: Keri Cavitt <cavit005@umn.edu>
Cc: Conley Janssen <janssenfabricating@gmail.com>

Hi Keri,

First I want to apologize for my lack of participation lately. My husband and I are in the process of relocating to Arkansas. With buying down there and getting our place sold up here, I've been running around like a crazy women.

Because of our move, I am resigning from the Extension Board. It has been my pleasure to serve with such a wonderful group. The dedication and support has been amazing especially with the boards continue work on the Forestry program. I am sorry for the last minute notification. This move, due to my husband work, came to fruition quickly. Please thank the group for allowing me to be a part of a great team

Also, as a side note, can you please put me in contact with the 4-H person in Itasca County? I have a small herd of Icelandic sheep that will not be making the trip south with us. I'd like to find a 4-H family that would like them for their 4-H or farm endeavors. I would not be asking for payment, simply want them to go to a home where they will be cared for. I thought our 4-H person might know of someone.

Thank you again Keri, I wish continued success to the Extension.

Karen Wortman

--

Keri Cavitt, PHR

Regional Director Northeast Region | Extension | extension.umn.edu

179 University Road, Cloquet, MN 55720

University of Minnesota | umn.edu

cavit005@umn.edu | c. 218-464-3798 | o. 218-726-6469

she, her, hers

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2536

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Lynn Hart

AGENDA ITEM:
Fringe Benefits Agreement - County Assessor

BOARD ACTION REQUESTED:
Approve the updated Fringe Benefits - County Assessor with updated language.

BACKGROUND:
The fringe benefit documents have been updated to remove the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota" in the health insurance language, which became effective January 1, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fringe Benefits - County Assessor AP 3-25-22

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM**

FRINGE BENEFITS--COUNTY ASSESSOR

The following fringe benefits for the County Assessor is effective January 1, 2022, until declared otherwise by the Itasca County Board.

Amber Peratalo has served a six-month probationary period and upon the successful completion and performance review of the six months, a step increase was granted. Annual step increases on the anniversary date of the appointment will also be based on satisfactory performance.

HOLIDAYS - The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

Effective 1/1/17:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	3 Floating Holidays

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Effective 1/1/17:

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

For purposes of vacation accrual, Amber's service credit date shall be **November 29, 1999.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked. For the purposes of sick leave accrual, Amber Peratalo's service credit date is November 29, 1999.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

.

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) Deductible both with a Health Savings Account (HSA), shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For the High Deductible Plan Options 1 & 2 the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Fringe Benefits – County Assessor document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees Health

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $1750/$3500 (in 2022) deductible or the High Deductible Plan (Option 2) $3,500/$7,000 (in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The

retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

3. Amber Peratalo is promoted from a position covered by ICEA in which she is NOT capped for purposes of retiree health insurance (based on ICEA MOU dated 5-11-2012).

LIFE INSURANCE

A. ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

B. RETIREES. Employees who choose to take early retirement (as defined by MN PERA) shall be entitled to $1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees will be provided $1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is $1500.00 per person. In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present dental insurance shall be provided.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier

POST HEALTH CARE SAVINGS PLAN - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.). This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30% dollar value of an employee's accumulated unused sick leave which is deposited into the employee's Post Health Care Savings Plan after all regular pay has been paid out.

An employee will not receive severance pay if he/she has less than five years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in

PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

Amber Peratalo is promoted from a position covered by ICEA in which she IS capped for purposes of severance ($10,000) and NOT capped for purposes of retiree health insurance. Therefore, she will remain capped for purposes of severance ($10,000) and is NOT capped for purposes of retiree health insurance.

WORK HOURS –
Appointed positions are considered full time and require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Dates: 10/11/2016; 10/24/2017; 06/12/2018; 12/18/2018; 6/23/2020; TBD

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2537

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Lynn Hart

AGENDA ITEM:
Fringe Benefits Agreement - County Engineer

BOARD ACTION REQUESTED:
Approve the updated Fringe Benefits - County Engineer with updated language.

BACKGROUND:
The fringe benefit documents have been updated to remove the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota" in the health insurance language which became effective January 1, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fringe Benefits - County Engineer KG 3-25-22

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM**

FRINGE BENEFITS COUNTY ENGINEER

The following fringe benefits for the County Engineer is effective January 1, 2022, until declared otherwise by the Itasca County Board.

Karin Grandia has served a six-month probationary period and upon the successful completion and performance review of the six months, a step increase was granted.

HOLIDAYS - The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	3 Floating Holidays

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Effective 1/1/17:

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

For purposes of vacation accrual, Karin's service credit date shall be **August 11, 2003.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours each pay period in which at least 40 hours have been worked.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period. For purposes of sick leave accrual, Karin's service credit date shall be **August 11, 2003.**

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) Deductible with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For High Deductible Plan Option 1 & 2, the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Fringe Benefits – County Engineer document.

9. Employees enrolled in one plan may switch coverage during the open enrollment

period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) deductible or the High Deductible Plan (Option 2) \$3,500/\$7,000 (in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

For appointed officials newly hired to Itasca County after 01/01/2000, the maximum County payment for retirement group insurance premiums and deductibles shall not exceed $10,000.

LIFE INSURANCE

A. ACTIVE EMPLOYEES: The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

B. RETIREES. Employees who choose to take early retirement (as defined by MN PERA) shall be entitled to $1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees will be provided $1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

DENTAL INSURANCE - Upon successful completion of the employee's probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent=s cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required probationary period, or during an open enrollment period.

The maximum annual benefit is $1,500 per person.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

POST HEALTH CARE SAVINGS PLAN - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee’s Post Health Care Savings Plan. (That is, 70% of the employee’s accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.). This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30% dollar value of an employee’s accumulated unused sick leave which is deposited into the employee’s Post Health Care Savings Plan after all regular pay has been paid out.

An employee will not receive severance pay if: he has less than 5 years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee’ option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

WORK HOURS - The appointed positions are full time positions and shall require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Date: 10/11/2016/ 10/24/2017/ 06/12/2018; 12/18/2018; 6/23/2020, TBD

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2538

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Lynn Hart

AGENDA ITEM:
Fringe Benefits Agreement - Veteran's Service Officer

BOARD ACTION REQUESTED:
Approve the updated Fringe Benefits - Veteran's Service Officer with updated language.

BACKGROUND:
The fringe benefit documents have been updated to remove the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota" in the health insurance language which became effective January 1, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fringe Benefits - Veterans Services Officer LS 3-25-22

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM**

FRINGE BENEFITS VETERANS SERVICES OFFICER

The following fringe benefits for the Veterans Services Officer is effective January 1, 2022, for a period of one year or until declared otherwise by the Itasca County Board.

Luke St. Germain will serve a twelve-month probationary period per MN Stat 197.60. Upon the successful performance of six months of service, a step increase will be granted.

HOLIDAYS - The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled workday following the holiday:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	3 Floating Holidays

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP unless the employee has a Waiver of Participation then the hours in excess are forfeited. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, Luke's service credit date shall be **January 22, 2018.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours each pay period in which at least 40 hours have been worked.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period. For purposes of sick leave accrual, Luke's service credit date shall be **January 22, 2018.**

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents, and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. High Deductible Plan (Option 1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) Deductible both with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For High Deductible Plan Option 1 or 2, the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution to HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County’s portion of the annual deductible to be contributed to a VEBA.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Fringe Benefits – Veterans Services document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall bethe High Deductible Plan (Option 1) $1750/$3500 (in 2022) deductible or the High Deductible Plan (Option 2) $3,500/$7,000 (in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree

until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's HCSP unless the employee has a Waiver of Participation then the 30% balance is forfeited.

2. Hospital and medical coverage will be provided by current carrier for retired employees.

For appointed officials newly hired to Itasca County after 01/01/2000, the maximum County payment for retirement group insurance premiums and deductibles shall not exceed $10,000.

LIFE INSURANCE

A. ACTIVE EMPLOYEES: The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

B. RETIREES. Employees who choose to take early retirement (as defined by MN PERA) shall be entitled to $1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees will be provided $1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

DENTAL INSURANCE - Upon successful completion of the employee's probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required probationary period, or during an open enrollment period.

The maximum annual benefit is $1,500 per person.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

POST HEALTH CARE SAVINGS PLAN – All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Waiver of Participation - You may opt out of the HCSP if you are:

- **eligible for TRICARE retiree benefits**;
  Please note: to apply for a waiver, you must already have obtained 20 years of military service and therefore, are either currently eligible for TRICARE retiree benefits **or** eligible for TRICARE retiree benefits in the future
- **eligible for V.A. medical benefits due to a service-connected disability**

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee’s HCSP unless the employee has a Waiver of Participation from the Post HCSP then the 30% balance is forfeited. (That is, 70% of the employee’s accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.). This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 30% dollar value of an employee’s accumulated unused sick leave which is deposited into the employee’s HCSP after all regular pay has been paid out.

An employee will not receive severance pay if: he has less than 5 years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in

PERA retirement benefits, and shall be paid, at the employee' option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

WORK HOURS - The appointed positions are full time positions and shall require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Date: 1/23/2018/ 06/12/2018; 12/18/2018; 6/23/2020:TBD

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2539

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Lynn Hart

AGENDA ITEM:
Fringe Benefits Agreement - County Surveyor

BOARD ACTION REQUESTED:
Approve the updated Fringe Benefits - County Surveyor with updated language.

BACKGROUND:
The fringe benefit documents have been updated to remove the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota" in the health insurance language which became effective January 1, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Fringe Benefits County Surveyor GC 03-25-22

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM**

FRINGE BENEFITS--COUNTY SURVEYOR

The following fringe benefits for the County Surveyor is effective January 1, 2022, until declared otherwise by the Itasca County Board.

Guy Carlson will serve a six-month probationary period beginning on August 9, 2016, and upon the successful completion and performance review of the six months, a step increase will be granted. Annual step increases on the anniversary date of the appointment will also be based on satisfactory performance.

HOLIDAYS – The following shall be paid holidays, provided employees perform work, or are using eligible earned leave, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled workday prior to and on the first scheduled work day following the holiday:

Effective 1/1/16:

1. New Year's Day	7. Columbus Day
2. President's Day	8. Veteran's Day
3. Good Friday	9. Thanksgiving Day
4. Memorial Day	10. Day after Thanksgiving
5. Independence Day	11. Christmas Day
6. Labor Day	12. Martin Luther King Day
	13. Christmas Eve Day

Effective 1/1/17:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	3 Floating Holidays

Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st, and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. **Floating holidays cannot be carried over to the following year or paid upon separation.

VACATION - Each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, Guy's service credit date shall be **June 22, 1992.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked.

For the purposes of sick leave accrual, Guy Carlson's service credit date is **June 22, 1992**.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

<u>HEALTH INSURANCE</u> - Active Employees

A. Eligibility

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) Deductible both with a Health Savings Account (HSA), shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For High Deductible Plan Option 1 & 2, the Employer will pay 80% of the annual deductible, via a contribution to HSA, on the single and family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Fringe Benefits – County Surveyor document.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $1750/$3500 (in 2022) deductible or the High Deductible Plan (Option 2) $3,500/$7,000

(in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

Guy Carlson is promoted from a position covered by ICEA in which he IS NOT capped for purposes of retiree health insurance (based on ICEA MOU dated 5-11-2012).

LIFE INSURANCE

A. ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

B. RETIREES. Employees who choose to take early retirement (as defined by MN PERA) shall be entitled to $1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees age 70 or over will be provided $1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: the Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is $1500.00 per person.

EMPLOYER OBLIGATION LIMITED - The parties agree that any description of insurance benefits contained herein are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier.

POST HEALTH CARE SAVINGS PLAN - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan.

An employee will not receive severance pay if he/she has less than five years of continuous service with Itasca County, or if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed five (5) years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

Guy Carlson is promoted from a position covered by ICEA in which he IS NOT capped for purposes of severance and is NOT capped for purposes of retiree health insurance. Therefore, he will remain uncapped for purposes of severance and retiree health insurance (based on ICEA MOU dated 5-11-2012).

WORK HOURS

Appointed positions are considered full time and require full-time efforts of the Employee. The general office hours of the Itasca County Courthouse are 8:00AM until 4:30PM, Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

This is not an employment contract and may be amended at any time by the County Board of Commissioners.

Board Approval Dates. 10/11/2016; 10/24/2017; 12/18/2018; 6/23/2020; TBD

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2540

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Lynn Hart

AGENDA ITEM:
Employment Agreement - Health & Human Services Director

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the updated Health and Human Services Director Employment Agreement with updated language.

BACKGROUND:
The employment agreement has been updated to remove the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota" in the health insurance language, which became effective January 1, 2022.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Employment Agreement- Health Human Services Director 3-25-22

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM**

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

THIS AGREEMENT is made and entered into by and between **ITASCA COUNTY** (hereinafter called the "Employer") and Eric Villeneuve, Health and Human Services Director (hereinafter called the "Employee").

WHEREAS, the Itasca County Board is authorized to appoint and employ the Health and Human Services Director upon terms and conditions it deems advisable and in conformance to Minnesota Statutes (M.S.) 402.05, Subd. 1A; and

WHEREAS, based on the training, experience, and administrative qualifications of **Eric Villeneuve,** he has been appointed the Health and Human Services Director by the Itasca County Board of Commissioners; and

WHEREAS, the Employer and Employee wish to document the terms and conditions of employment and the terms of severance in the event the Employer unilaterally exercises its right to terminate the employment relationship;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. TERM OF APPOINTMENT.

The Health and Human Services Director is appointed to an indefinite term pursuant to M.S. 402.05, Subd. 1a.

2. DUTIES OF HUMAN SERVICES DIRECTOR.

A. Human Services Board to prescribe.

The Human Services Board (as appointed by the Itasca County Board) shall prescribe the duties of the Health and Human Services Director. Insofar as required by the Human Services Board, the Health and Human Services Director is responsible to the Human Services Board for the proper administration and management of any assigned duty and for these purposes is considered the head of the Human Services Department.

B. Duties and Responsibilities.

The Health and Human Services Director may be assigned any of the following duties and responsibilities:

(i) To manage any or all of the affairs of the Human Services Department which the Itasca County Board has authority to control and which the Itasca County Board has authority to delegate to the Human Services Board;

(ii) To submit to the Human Services Board recommendations concerning the affairs of the Department, its future financial needs, and its offices, divisions, and units as the Health and Human Services Director considers proper;

(iii) To see that all orders, resolutions, and regulations of the Itasca County Board and Human Services Board are faithfully executed;

(iv) To initiate and present a proposed annual budget to the Human Services Board for its review and consideration; and

(v) To serve as Clerk of the Human Services Board;

(vi) Other duties as assigned.

3. OTHER CONDITIONS.

The position of Health and Human Services Director is a full-time position and shall require full-time efforts of the Employee. Although the general office hours of the Itasca County Health and Human Services Building are 8:00 A.M. - 4:30 P.M., Monday through Friday, except holidays, it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and the FLSA executive employee definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

It is further understood that the Health and Human Services Director shall not undertake activities outside of Itasca County employment for which compensation is paid without the approval of the Human Services Board. The Health and Human Services Director shall not engage in outside activities, whether or not for compensation, which would unreasonably interfere with required attendance at work or the required performance of duties or give the appearance of a conflict of interest. The Health and Human Services Director shall be subject to at least an annual performance appraisal conducted by the Itasca County Board or its designated representative(s).

4. SALARY and BENEFITS.

The Health and Human Services Director is, in all respects, an employee of Itasca County, and shall be entitled to all benefits derived therefrom, including, but not limited to, vacation and sick leave benefits, life, health, and dental insurance, medical pool, and holiday pay as outlined in Appendix A and attached to this Agreement. The Health and Human Services Director shall also be subject to all applicable provisions of the Itasca County Personnel rules in existence and as amended, except as otherwise provided in this Agreement.

The Health and Human Services Director served a six-month probationary period commencing November 1, 2013, through May 1, 2014. Salary shall be as negotiated with the County Board which provides for a beginning salary of Grade 18, Step 6 which is $46.06 hourly/ $95, 804.22 annually. Based on satisfactory performance, a one step increase was granted at six months. Annual steps on the anniversary date of the appointment will also be based on satisfactory performance.

5. SEVERANCE BENEFIT

Subject to the provisions for termination as hereinafter provided, the severance benefit described in this Section 5 shall commence on the 1**st** day of **November,** 2013.

The employment relationship between the Employee and Employer is terminable at will and nothing in this Agreement, other than the severance payments described below, shall prevent, limit, or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time. In the event the Employer unilaterally terminates the Employee while the Employee is ready and willing to perform his duties, the Employee shall receive a severance allowance of **six months** base salary. Vacation and sick leave shall continue to accrue and insurance benefits continued for this six **month** period, if the Itasca County Board directs the Health and Human Services Director to work during the six **month** period. The Employer may require the Employee to work during this notice period at its discretion. If the Health and Human Services Director position is eliminated by action of State or Federal Government beyond the control of the Itasca County Board, then the severance allowance referred to in this paragraph shall not be payable.

This severance payment will be in addition to any severance payment that the Employee would otherwise be entitled to receive including, but not limited to, sick leave fund or accrued vacation leave.

No severance payment will be made pursuant to this Agreement in the event the Employee resigns from his position with the Employer or is terminated by the Employer after having been found guilty by a court of competent jurisdiction of a felony, bribery, perjury, or any act declared unlawful involving personal gain to him or any crime involving moral turpitude.

6. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the City of Grand Rapids, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the Employee's residence in the case of the Employee, or to its principal office in the case of the Employer.

The Health and Human Services Director shall give sixty (60) days' advance notice of voluntary resignation or retirement. The period of advance notice may be modified or waived upon mutual agreement between the Health and Human Services Director and the Itasca County Board.

8. WAIVER OF BREACH.

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

9. TERMINOLOGY.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

10. ENTIRE AGREEMENT; MODIFICATION; WAIVER.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

11. GOVERNING LAW.

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

13. HEADINGS.

Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, this agreement shall become effective on the date of final execution

____
HEALTH AND HUMAN SERVICES DIRECTOR

DATE:____________________

ATTEST: ____ ________________________
TERRY SYNDER, BOARD CHAIRPERSON
DATE:________________________

ATTEST: ____________________________
BRETT SKYLES, BOARD CLERK

DATE:___________________________

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Appendix A

Benefits

Holiday:

New Year's Day	Labor Day
President's Day	Martin Luther King Day
Thanksgiving Day	Veteran's Day
Day after Thanksgiving	Independence Day
Memorial Day	Christmas Eve Day
Christmas Day	3 Floating Holidays

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating holidays cannot be carried over to the following year or paid upon separation.

Vacation

As vacation is earned, it shall be recorded on an hourly basis and may be used as it is earned. Eric Villeneuve shall be allowed to carry over vacation accrued since his first date of employment (as of May 16, 2002) with Itasca County. For purposes of vacation accrual only, Eric's service credit date will be May 16, 2002.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours prior to December 31st, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

Employee shall earn 1.847 hours of bonus vacation for each pay period that the beginning balance of his sick leave is 600 hours or greater except in any pay period in which sick leave is taken.

The Employee shall be paid for any accumulated vacation credit upon termination of employment for any cause.

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Sick Time - Sick leave shall be earned at the rate of 3.693 hours per pay period in which at least 40 hours have been worked. Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Eric Villeneuve shall be allowed to carry over any sick leave accrued since his first date of employment (May 16, 2002) with Itasca County. For purposes of sick leave accrual only, his service credit date will be May 16, 2002.

Bereavement Leave - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of one hundred fifty (150) miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

Severance - Upon termination of employment prior to, on, or subsequent to the normal retirement date, the Health and Human Services Director shall allocate as Severance Pay seventy (70%) percent of his accumulated but unused sick leave. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. For the purposes of severance, the service credit date of May 16, 2002 will be used.

The Health and Human Services Director will not receive severance pay if: he has less than five years of continuous service, from his original hire date of May 16, 2002, with Itasca County, or he is terminated by the Employer for cause.

Such severance pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner not to exceed five years from termination of employment.

Any payment made upon termination due to death or disability retirement will be paid in accordance with federal and state regulations. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away.

There is no severance cap for Eric Villeneuve, based on the ICCEA MOU dated 5-15-2012 regarding such).

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Health Insurance:

1. All regular employees shall be eligible for hospital/medical insurance. For purposes of health insurance eligibility, coverage shall commence at the beginning date of employment upon completion of the necessary application form.

2. Employees in regular positions, who have opted not to be covered by hospital/medical insurance, and later choose to be covered by same, may be covered by said insurance provided they are accepted by the insurance company.

3. Regular employees who are temporarily laid off for more than 30 days or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premium themselves during the period of layoff or leave of absence. Upon return to work, an employee need not re-establish eligibility.

Employees returning to work after authorized leave of absence without pay shall be required to work at least 80 hours during the calendar month in which employees return to work in order to be eligible for Employer contribution for the succeeding month.

4. Employees who leave County employment must have worked at least 80 hours during the calendar month in which employment termination becomes effective in order to be eligible for Employer contributions for the succeeding calendar month. (However, life and dental insurance is cancelled at the end of the month in which the employee terminates employment.) Terminated employee(s) have the option to continue coverage with carrier as per the COBRA standards.

5. Employees who voluntarily resign or retire from employment without due notice of 30 calendar days to the County Administrator, unless such termination without notice is approved by the County Administrator, shall forfeit all rights to Employer contributions. Employees who are discharged for cause shall forfeit all rights to Employer contributions.

6. The High Deductible Plan (Option 1) \$1750/\$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) \$3500/\$7000 (in 2022) Deductible, both with a Health Savings Account (HSA) Plan, shall be the hospital medical insurance coverage for all eligible employees. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For Options 1 & 2 of the High Deductible Plans, the Employer will pay 80% of the annual deductible, via a contribution to an HSA, on the single and family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employee's who enroll in the plan mid-year.

Employees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA

7. The premium participation for said plans shall be eighty 80% by Employer and 20% by employee.

8. In the event an employee qualifies for a total disability pension under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and his or her dependents' hospital medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the Employment Agreement – Health & Human Services Director.

9. Employees enrolled in one plan may switch coverage during the open enrollment period or when a qualified event occurs.

10. In the event during the term of the Appointment, the County Board decides to change insurance carriers, it is understood and agreed that the County shall continue to provide equivalent coverage to the present hospital/ medical or dental insurance covering the employees under this Agreement, if such alternative should become available. It is understood that the employee's rights as provided by state and federal statutes relating to their health and welfare insurance provided by the Employer shall not be negated by the aforementioned language (Statutes such as M.S. Chapter 471, Minnesota Comprehensive Health Insurance Act 62 E 03, etc.).

11. Employee's portion of health insurance premiums shall be split between the first and second payroll of each month. This split shall be as close to even as possible.

B. Flexible Spending Account

The County may provide flexible spending account programs. Employees may elect to participate.

C. Retired Employees

1. Hospital and medical coverage provided for retirees shall be, the High Deductible Plan (Option1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option2) $3500/$7000 (in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for retirees who enroll in the plan mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted.

All employees, who have accumulated sick leave to their credit at time of retirement shall be credited with an amount equivalent to the current value of their unused accumulation of sick leave. Seventy (70%) of this amount shall be paid to the employee as severance pay and the remaining 30% balance shall be deposited into the employee's Post Health Care Savings Plan

2. Hospital and medical coverage will be provided by current carrier for retired employees.

The employee must have a minimum of ten (10) years of service with Itasca County to be eligible for County payment toward hospital, and medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

The maximum County payment for retirement group insurance premiums shall not exceed $20,000 (based on the ICCEA MOU dated 5/15/2012 regarding such).

Life Insurance - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

Dental - Upon completing 1040 hours of service, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent.

The premium participation shall be: The Employer shall pay the full single premium and eighty (80) percent of the dependents' cost of said insurance. The Employee shall pay twenty (20) percent of the dependents' cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period

The maximum annual benefit is $1,500 per person.

Employer Obligation Limited - The parties agree that any description of insurance benefits contained in this agreement are intended to be informational only and the eligibility of any employee for benefits shall be governed by the terms of the insurance policy. It is further understood that the Employer's only obligation is to pay such amounts as agreed to herein and no claim shall be made against the Employer as a result of a denial of insurance benefits by an insurance carrier

Post Health Care Savings Plan - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage stated in the ICEA pay plan (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime)

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Administration of all benefits shall be in accordance with the Itasca County Policy Manual, or, if the Policy should be abolished, then in accordance with the ongoing practice of Itasca County.

Board Approval Dates: 10/24/17; 06/12/2018; 12/18/2018; 6/23/2020; TBD

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Memorandum of Understanding (MOU)

This MOU is agreed to between Itasca County and the Itasca County Confidential Employees' Association, ICCEA, to enter into an agreement relative to caps on severance pay and retirement health insurance.

Unless documentation of a previous agreement exists in the Administrative Services Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and/or retiree health insurance and takes a position in ICCEA, the employee will continue as a NOT capped employee in ICCEA. The present-day cba language regarding caps in the units is attached for reference in Attachment A.

Examples:

X is capped in Local 1626 for severance and not for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for severance and not capped for retiree health insurance.

X is not capped in Local 1626 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in Local 1452 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in Local 639 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is capped in Local 639 for severance and not capped for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for severance and is not capped for retiree health insurance.

X is not capped in Local 580 for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in AEA for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

X is not capped in ICEA for severance and retiree health insurance.
X takes a position in ICCEA; X is not capped in ICCEA for severance and retiree health insurance.

Unless documentation of a previous agreement exists in the Administrative Services Department personnel file, it is agreed that when an employee from another bargaining unit that is capped with a higher cap for purposes of severance and/or retiree health insurance and takes a position in ICCEA, the employee will be allowed to keep the higher cap limit. The present-day cba language regarding caps in the units is attached for reference in Attachment A.

Examples:

X is capped in Local 1626 at $10,000 severance and $20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $20,000 retiree health insurance.

X is capped in Local 1452 at $20,000 severance and $20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $20,000 severance and $20,000 retiree health insurance.

X is capped in Local 639 at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $10,000 retiree health insurance.

X is capped in Local 639 at $10,000 severance and not capped for retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and is not capped for retiree health insurance.

X is capped in Local 580 at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $10,000 retiree health insurance.

X is capped in Local 580 at $20,000 severance and $20,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $20,000 severance and $20,000 retiree health insurance.

X is capped in AEA at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA for $10,000 severance and $10,000 retiree health insurance.

X is capped in ICEA at $10,000 severance and $10,000 retiree health insurance.
X takes a position in ICCEA; X is capped in ICCEA at $10,000 severance and $10,000 retiree health insurance.

Exceptions to this MOU based on previous agreements and circumstances are outlined in Attachment B.

Employees who have already transferred to ICCEA that now have a higher cap or are uncapped based upon this MOU are outlined in Attachment C.

This MOU supersedes any agreements in conflict with this MOU.

Future grievances stemming from this MOU are barred.

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

The effective date of this MOU shall be 05/15/2012 (date of the last party to approve the MOU) and covers current and future employees coming into ICCEA from another bargaining unit.

COUNTY OF Itasca County
By**: *Signature on file in HR**
Catherine McLynn
County Board Chair

By: ***Signature on file in HR**
Trish Klein
Administrator

Itasca County Confidential Employees' Association
By: ***Signature on file in HR**
Its:________________________

By:___________________________
Its:_________________________

ICCEA\MOU No Caps Caps Carried Over

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Attachment A
05/02/2012
The present-day cba language regarding caps in the units is listed below for reference.

01/01/2007-12/31/2009; extended thru 12/31/2012
ICEA p. 8 Sec 8.5 D and page 14 section 11 and ICCEA p. 8 Sec 8.5 D and page 14 section 11
For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
Local 1626 p. 10
For employees hired after ratification of the 1994-1996 contract which was ratified on 11/08/1994, the maximum County payment for the 70% dollar value of an employee's accumulated unusued sick leave (severance pay) shall be $10,000. (That is, 70% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 30% dollar value of ane mployee's accumulated unusued sick leave which is used for the employee's share of dependent group health insurance premium.

For employees hired after January 1, 2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $20,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
AEA p. 27
16.12 For employees hired after January 1, 1994, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
Local 580 , Article XVIII. Group Insurance Benefits, Section B. Coverage, II. Group Hospital and Medical Insurance, Retired Employees
(12) For employees hired after January 1, 1994, the maximum County payment for severance shall not exceed $10,000 (per Art. IX, Sec. D and Art. XVIII, Sec. B, II) and the maximum County payment for retirement group insurance premiums shall not exceed $10,000. For Public Health nurses hired before January 1, 1994, the maximum County payment for severance shall not exceed $20,000 and the maximum County payment for retirement group insurance premiums shall not exceed $20,000.

01/01/2007-12/31/2009
Local 639 AND for Local 639A p. 13 & 14

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

For employees hired after ratification of the 1994 - 1996 contract (08/23/1994), the maximum County payment for the 75% dollar value of an employee's accumulated unused sick leave (severance pay) shall be $10,000. (That is, 75% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums nor does it affect the other 25% dollar value of an employee's accumulated unused sick leave which is used for the employee's share of dependent group health insurance premium.

Local 639 AND for Local 639A p. 24
4.211 For employees hired after January 1, 1998, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

01/01/2007-12/31/2009; extended thru 12/31/2012
Local 1452 p. 9
For employees hired after January 1, 2000, the maximum County payment for severance shall be $20,000 and the maximum County payment for retiree health insurance premiums shall be $20,000.

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Attachment B-ICCEA
-Eric Villeneuve, originally hired 05/16/2002 to Itasca County, in Local 1626, had $10,000 severance SL cap and $20,000 retiree health cap;

Effective 12/23/2004 BMS order of unit clarification that Chief Accountant is in ICEA and no longer in Local 1626. Under ICEA $10,000 severance SL cap and $10,000 retiree health cap.

Effective 07/11/2005 promoted to a job in ICCEA.

No letter to him but found in interview questions at the end, **"Employees transferring from a bargaining unit into the ICCEA may carry over accumulated service credit for application to fringe benefits. Seniority Date would change in the new unit. You would need to successfully complete a six month probation, and after successful completion of the six month probation, a step increase would be awarded. Thereafter, annual increases shall be awarded, if and where applicable. Longevity is awarded in ICCEA; funeral leave is deducted from sick leave; and there will be no cap on severance as you are not a newly hired employee."**

Was told NO CAP ON SEVERANCE—must honor! Eric Villeneuve has no cap on his severance based upon this previous agreement which exists in the Administrative Services Department personnel file.

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT
HEALTH & HUMAN SERVICES DIRECTOR

Attachment C-ICCEA

-Eric Villeneuve, originally hired 05/16/2002 to Itasca County, in Local 1626, had $10,000 severance SL cap and $20,000 retiree health cap; Effective 12/23/2004 BMS order of unit clarification that Chief Accountant is in ICEA and no longer in Local 1626. Under ICEA $10,000 severance SL cap and $10,000 retiree health cap. Effective 07/11/2005 promoted to a job in ICCEA.

Based upon this MOU, Eric Villeneuve has a $20,000 retiree health cap in ICCEA. Eric Villeneuve has no cap on his severance based upon a previous agreement which exists in the Administrative Services Department personnel file (See Attachment B).

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2543

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Lynn Hart

AGENDA ITEM:
Fringe Benefits - Electeds Other Than County Commissioners

BOARD ACTION REQUESTED:
Approve the updated Fringe Benefits for Electeds Other Than County Commissioners.

BACKGROUND:
The fringe benefit documents have been updated to remove the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota" in the health insurance language which became effective January 1, 2022. and more consistently use the term "electeds" rather than "employee" or "official" throughout the document.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. Electeds Other Than Co Com Fringe Benefits 032422 wo tracked changes

08/16/2022

RESULT:	RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM

FRINGE BENEFITS—ELECTEDS OTHER THAN COUNTY COMMISSIONER

The following fringe benefits for Electeds Other Than County Commissioner are effective 01/01/2022, and until declared otherwise by the Itasca County Board. Fringe Benefits—Electeds Other Than County Commissioner was updated on TBD.

INSURANCE – Electeds shall be eligible for hospital/medical and life insurance benefits the first day of the term. The High Deductible Plan (Option 1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) Deductible, both with a Health Savings Account (HSA), shall be the hospital medical insurance coverage for all eligible Electeds. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

For the High Deductible Plan Options 1 & 2, the County will pay 80% of the annual deductible on the single and family coverage, via contributions into an HSA, and the Electeds will pay 20% of the annual deductible on the single or family coverage. The County portion of the deductible will be pro-rated by the number of months the elected is enrolled in the plan for Electeds who enroll in the plan mid-year.

The premium participation for said plans shall be 80% by the County and 20% by the elected.

Electeds and Retirees enrolled in a County-sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

LIFE INSURANCE - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible elected. Said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active Electeds may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All County provided insurance and Electeds' additional life insurance will terminate upon the Elected leaving office.

DENTAL INSURANCE - Upon the first day of the term, and provided all necessary application forms have been completed, the County will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: the County shall pay the full single premium and 80% of the dependent's cost of said insurance. The Elected shall pay 20% of the dependent's cost of said insurance. The Elected official shall have the option of enrolling in the program upon assuming official Elected responsibility or during an open enrollment period. The County will provide the maximum annual benefit of $1,500 per person.

FLEXIBLE SPENDING ACCOUNT - The County may provide flexible spending account programs. Electeds may elect to participate.

RETIREES HEALTH - Hospital and medical coverage provided for elected retirees shall be the High Deductible Plan (Option 1) $1750/$3500 (in 2022) deductible or the High Deductible Plan (Option 2) $3,500/$7,000 (in 2022) deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for Electeds who retire, the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the Elected retiree until their health insurance cap is exhausted. The County shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the Elected retiree shall pay 20% of the annual deductible on single or family coverage while the Elected retiree is enrolled in the plan, until their health insurance cap is exhausted. The Elected retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The Elected retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the Elected retiree is enrolled in the plan for those who enroll mid-year. If the Elected retiree's health insurance cap is exhausted, the Elected retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a Elected retiree reaches age 65, the Elected retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the Elected retiree until their health insurance cap is exhausted. A retiring Elected must have a minimum of ten (10) years of service with Itasca County to be eligible for County payment toward hospital/medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA). Appointed officials that achieve elected County status or elected County officials that have served in multiple elected County offices may use total County service to qualify for retiree's insurance. The County shall pay the full single premium for Elected retiree who becomes a single after retirement.

The maximum County payment for retirement group insurance premiums shall not exceed $10,000 for Elected Officials newly elected to Itasca County after 01/01/2000 and/or Itasca County employees hired on or after 01/01/2000 and that achieve elected County status.

a. If the Elected becomes totally disabled prior to retirement, upon meeting the qualifications outlined below, s/he shall be eligible to receive benefits upon receipt of due proof that: The individual has become and remains totally disabled by bodily injury or disease to the extent that s/he is unable to perform any work for compensation or profit or to engage in any business or occupation; and

b. Such total disability began while the individual was an Elected of Itasca County; and
c. Such total disability qualifies under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security.

Elected Officials shall be enrolled in the Post Health Care Savings Plan (HCSP) based on the following schedule: An amount from the Electeds' annual salary equal to 2% of the Electeds' gross annual salary for Electeds with 0 to 16 years of service as an Elected, 3% of the Electeds' gross annual salary for Electeds with 17 or more years of service as an Elected.

This is not an employment contract and may be amended in accordance with Minnesota Statutes and as conferred by the County Board.

Updated: 12/06/1999; 12/21/1999; removed severance as per 05/28/2002 Board action;11/27/2007 updated for dental and health insurance; for flex spending; 3/13/2018 removing Longevity Pay; 06/12/2018; 12/12/2018; 6/23/2020; Date

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2544

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Lynn Hart

AGENDA ITEM:
Employment Agreement - County Administrator

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the updated County Administrator Employment Agreement with updated language.

BACKGROUND:
The fringe benefit documents have been updated to remove the words "Northeast Service Cooperative Blue Cross/Blue Shield of Minnesota" in the health insurance language which became effective January 1, 2022.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. Employment Agreement - Administrator 03252022

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM**

ITASCA COUNTY
EMPLOYMENT/SEVERANCE AGREEMENT

THIS AGREEMENT is made and entered into by and between **ITASCA COUNTY** (hereinafter called the "Employer") and, County Administrator (hereinafter called the "Employee").

WHEREAS, the Itasca County Board is authorized to appoint and employ the County Administrator upon terms and conditions it deems advisable and in conformance to Minnesota Statutes (M.S.) 375A.06, Subd. 1, as amended; and

WHEREAS, based on the training, experience, and administrative qualifications of Brett Skyles**,** he has been appointed the County Administrator by the Itasca County Board of Commissioners; and

WHEREAS, the Employer and Employee wish to document the terms and conditions of employment and the terms of severance in the event the Employer unilaterally exercises its right to terminate the employment relationship;

NOW, THEREFORE, in consideration of the covenants and agreements set forth herein, the parties agree as follows:

1. TERM AND TITLE OF APPOINTMENT.

The County Administrator is appointed to an indefinite term pursuant to M.S 375A.06 Subd. 1, as amended.

2. DUTIES OF COUNTY ADMINISTRATOR.

Subd. 1. County Board to prescribe.

The County Board shall prescribe the duties of the County Administrator pursuant to M.S 375A.06 Subd. 1, as amended.

Subd. 2. Duties and Responsibilities.

Act as Clerk to the County Board and conduct Board research. This function shall include all statutory responsibilities assigned to the Clerk of the County Board.

Supervise preparation of agenda items for regular and special County Board meetings, including background information, correspondence, and documents to accompany the agenda. Responsible for ensuring that the County Board receives agenda and data in a timely manner.

Attend all meetings of the County Board and recommend actions for adoption as deemed advisable and expedient.

Responsible for administrative oversight of the Itasca County Regional Rail Authority.

Manage all department heads and work closely with elected officials. Provide overall direction, coordination, and evaluation of appointed department heads. Carries out these responsibilities in accordance with the organization's policies, applicable laws and goals. Facilitate coordination of activities with state entities working with the County such as Extension and others.

Work with the County Auditor-Treasurer in preparing, submitting and presenting a proposed annual budget and a long-range capital expenditure program, including detailed estimates of revenue and expenditures; work with the County Auditor-Treasurer in enforcing the provisions of the budget. Develop, prepare, coordinate, supervise and manage short- and long-term capital improvement projects. Prepare and administer budgets and make recommendations regarding the capital improvement needs of the County. Periodically update the five-year capital improvement plan with input from County Departments.

Appoint, suspend and remove, with approval of the County Board, all county personnel whose term appointment or removal is a statutory function of the County Board.

Coordinate special projects directed by the County Board.

Develop and submit recommendations on policy and procedural matters to the County Board on the general affairs of the County. Coordinate, develop, implement, maintain, interpret and enforce administrative Board policies and procedures for all County Departments and services. Ensure compliance with Board directives and actions. Promote open communication with the County Board.

Serves as a voting delegate to the Association of Minnesota Counties.

Coordinate data practices and compliance officer responsible authority.

Administer the County-wide strategic planning process. Recommend and ensure County Board goals and objectives are delivered and carried out by appropriate departments. Periodically evaluate county organization, administration and services in order to promote efficiency, consistency and eliminate duplication of services.

Advise and assist in the formulation of legislative proposals on behalf of the County Board in conformance with the Itasca County legislative protocol. Coordinate legislative activities in cooperation with the County lobbyist and professional associations. Maintain communication with area legislators and monitor legislative activities.

Coordinate public relations activities through public information and media. Communicate Board policies and procedures to individuals, community groups, organizations and media representatives. Represent the Board at media events, public meetings, civic organizations, and interest groups.

Actively participate in internal County committees, appropriate community activities and local government agencies and professional organizations to promote cooperation and collaboration.

Coordinates County department head meetings, prepares agenda and information.

Negotiate labor contracts and supervise administration of collective bargaining agreements at the direction of the County Board.

Provide supervision and direction to the Administrative Services Department and Facility Management Division.

Regular attendance on the job.

Perform other duties as delegated.

3. OTHER CONDITIONS.

The position of County Administrator is a full-time position and shall require full-time efforts of the Employee. Although the general office hours of the Itasca County Courthouse are 8:00 A.M. - 4:30 P.M., Monday through Friday, except holidays, however it is understood by both parties that success in this position is defined by job performance and not hours worked.

Appointed employees are exempt under the Fair Labor Standards Act (FLSA) and meet the FLSA "executive employee" definition which does not provide for the earning of compensatory time. Under the FLSA, exempt employees receive full salary for any work week in which they perform work, without regard to the number of days or hours worked. However, accountability to the public is a core value of Itasca County and the County Board requests that appointed employees account for hours worked and hours not worked utilizing their sick, vacation, and other earned eligible leave benefits and follow the Employee Timekeeping Policy.

It is further understood that the County Administrator shall not undertake activities outside of Itasca County employment for which compensation is paid without the approval of the County Board. The County Administrator shall not engage in outside activities, whether or not for compensation, which would unreasonably interfere with required attendance at work or the required performance of duties or give the appearance of a conflict of interest. The County Administrator shall be subject to at least an annual performance appraisal conducted by the Itasca County Board.

4. SALARY and BENEFITS.

The County Administrator is, in all respects, an employee of Itasca County, and shall be entitled to all benefits derived there from, including, but not limited to, vacation and sick leave benefits, life, health, and dental insurance, retiree health insurance, and holiday pay as outlined in Appendix A and attached to this Agreement. The County Administrator shall also be subject to all applicable provisions of the Itasca County Personnel rules in existence and as amended, except as otherwise provided in this Agreement.

The job evaluation of the County Administrator is pay grade 21 or as determined by job evaluation. Salary shall be as negotiated with the County Board which provides for a beginning salary of Grade 21, Step 7 which is $117,988 annually effective August 28, 2016. The next increase shall be a step on the anniversary date of the appointment and will be determined by satisfactory performance.

5. SEVERANCE BENEFIT.

Subject to the provisions for termination as hereinafter provided, the severance benefit described in this paragraph shall commence on the 28th day of August 2016.

The employment relationship between the Employee and Employer is terminable at will and nothing in this Agreement, other than the severance payments described below, shall prevent, limit, or otherwise interfere with the right and authority of the Employer to terminate the services of the Employee at any time. In the event the Employer unilaterally terminates the Employee while the Employee is ready and willing to perform the job duties, the Employee shall receive a lump-sum payment of six months base salary as severance. If the Itasca County Board directs the County Administrator to work during the six- month period, vacation and sick leave shall continue to accrue and insurance benefits continued for the six-month period. The Employer may require the Employee to work during this notice period at its discretion.

The six month base salary severance payment will be in addition to any severance payment that the Employee would otherwise be entitled to receive including, but not limited to, sick leave/severance fund (see paragraph ahead re: sick leave/severance fund) or accrued vacation leave. No six-month base salary severance payment will be made pursuant to this Agreement in the event the Employee resigns from the position with the Employer. No severance payment of any kind will be made pursuant to this Agreement in the event the Employee is terminated by the Employer after having been found guilty by a court of competent jurisdiction of a felony, bribery, perjury, or any act declared unlawful involving personal gain to him/her or any crime involving moral turpitude.

6. ARBITRATION.

Any controversy or claim arising out of or relating to this Agreement or the breach thereof shall be settled by arbitration in the City of Grand Rapids, Minnesota, in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered may be entered in any court having jurisdiction thereof.

7. NOTICES.

Any notice required or permitted to be given under this Agreement shall be sufficient if in writing, and if sent by certified mail to the Employee's residence in the case of the Employee, or to its principal office in the case of the Employer.

8. WAIVER OF BREACH.

The waiver of a breach of any provision of this Agreement by either party shall not operate or be construed as a waiver of any subsequent breach by that party.

9. TERMINOLOGY.

Unless the context hereof clearly requires otherwise, the singular shall include the plural and vice versa, and the masculine shall include the feminine and vice versa.

10. ENTIRE AGREEMENT; MODIFICATION; WAIVER.

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written, of the parties; there are no warranties, representations or agreements among the parties in connection with the subject matter hereof, except as set forth or referred to herein. No supplement, modification, waiver, or termination of this Agreement or any of its provisions shall be binding unless executed in writing by the parties to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision, and no such waiver shall constitute a continuing waiver unless otherwise expressly provided.

11. GOVERNING LAW.

This Agreement shall be construed and enforced pursuant to the laws of the State of Minnesota.

12. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, any one of which shall be deemed to be an original, but all of which shall constitute but one and the same instrument.

13. HEADINGS.

Section headings used in this Agreement are for convenience only and shall not affect the construction of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

FOR ITASCA COUNTY:

____
COUNTY ADMINISTRATOR

____
COUNTY BOARD CHAIR

Revised and approved by the County Board on TBD.

Appendix A

Benefits

HOLIDAYS – 11 paid holidays and 3 floating holidays. Eligibility for floating holiday days: Initial employment probationary employees will be eligible for 1 floating holiday as of: their date of hire, May 1st and September 1st.

When a holiday falls on a Saturday, the preceding day shall be a holiday. When the holiday falls on a Sunday, the following day shall be a holiday. Floating (or personal) day cannot be carried over to the following year.

VACATION - Each employee who has received regular status shall receive an annual vacation with pay. An employee on probation may accrue and use their vacation leave immediately upon hire. Annual vacation is dependent on years of service and is posted on a per pay period accumulation basis.

Service	Accrual
0-59 months	3.077 hours per pay period
60-119 months	4.616 hours per pay period
120-179 months	6.154 hours per pay period
180+ months	7.693 hours per pay period

In the event an employee has an accumulation of 248 hours or more on December 31, the employee shall have all hours in excess of 248 converted to a contribution to their HCSP. This contribution may not exceed 50 hours and all additional hours shall be lost.

For purposes of vacation accrual, Brett's service credit date shall be **October 23, 2000.**

SICK TIME - New employees in regular positions who have completed the required probationary period of 6 months shall be credited with sick leave beginning with the first day of employment. Sick leave shall be earned at the rate of 3.693 hours for each pay period in which at least 40 hours have been worked.

For the purposes of sick leave accrual, Brett's service credit date is **October 23, 2000**.

Unused sick leave may accumulate to a maximum of 125 working days (1000 hours). Once an employee accumulates 75 days or 600 hours of sick time, he/she receives 1.847 hours per pay period of bonus vacation, PROVIDED they use NO sick time in that pay period.

BEREAVEMENT LEAVE - Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. Sixteen additional hours Bereavement leave time may be used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements. Immediate family is defined as:

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,

- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Domestic partner or Guardian

HEALTH INSURANCE – The High Deductible Plan (Option1) $1750/3500 (in 2022) Deductible or the High Deductible Plan (Option2) $3500/$7000 (in 2022) Deductible both with a Health Savings Account (HSA) shall be the hospital medical insurance. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

In the High Deductible Plans Options 1 & 2 with a Health Savings Account (HSA) the Employer will pay 80% of the annual deductible on the single and family coverage, via a contribution into an HSA, and the Employee will pay 20% of the annual deductible on the single or family coverage while the employee is enrolled in the Plan. The County portion of the deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid-year.

Employees and Retirees enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

The premium participation for said plans shall be 80 percent by Employer and 20 percent by Employee.

In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present hospital/medical insurance shall be provided

LIFE INSURANCE

ACTIVE EMPLOYEES - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible employee, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All employer provided insurance and employee elected additional insurance will terminate upon the employee leaving employment.

RETIREES. Employees who choose to take early retirement shall be entitled to $1,500 death benefits without premium to the Employer or Employee as provided for under Minnesota Statute Chapter 353.29, subdivisions 2 and 3. Retirees age 70 or over will be provided $1,500 paid-up life insurance coverage with no premium charge to the Employer or Employee.

DENTAL INSURANCE - Upon successful completion of the employee's initial probationary period, and provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be:the Employer shall pay the full single premium and 80% of the dependent's cost of said insurance. The employee shall pay 20% of the dependent's cost of said insurance. The employee shall have the option of enrolling in the program within 30 days of completion of the required initial probationary period, or during an open enrollment period. The maximum annual benefit is $1500.00 per person. In the event that the Purchasing Agent for insurance decides to change insurance carriers, equivalent coverage to the present dental insurance shall be provided.

SEVERANCE PAY - Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his/her accumulated but unused sick leave from the first date of County employment. The remaining 30% shall be deposited into the employee's Post Health Care Savings Plan. An employee will not receive severance pay if he/she has less than five years of continuous service with Itasca County, and if the employee is terminated by the Employer for cause.

Such Severance Pay shall be excluded from PERA deductions and from any calculations in PERA retirement benefits, and shall be paid, at the employee's option, in one lump sum, or in a manner mutually agreeable to the employee and Employer over a period not to exceed 5 years from termination of employment.

As per State statutes, any payment or series of payments made upon termination due to death or disability retirement are not subject to Social Security deductions. However, any severance payments upon termination for any other reason or early retirement payments are subject to Social Security deductions. In the event of an active employee's death, 100% of his/her sick leave shall be paid out to the surviving beneficiary or to the estate of the employee who passed away

For Appointed Officials newly hired to Itasca County after 01/01/2000, the maximum County payment for severance shall not exceed $10,000 and the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

RETIREES HEALTH – Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $1750/$3500 (in 2022) deductible or the High Deductible Plan (Option 2) $3,500/$7,000 (in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for employees who retire, the Employer shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. The Employer shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retiree shall pay 20% of the annual deductible on single or family coverage while the retiree is enrolled in the plan, until their health insurance cap is exhausted. The retiree may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retiree must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retiree is enrolled in the plan for those who enroll mid-year. If the retiree's health insurance cap is exhausted, the retiree may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree until their health insurance cap is exhausted. An employee must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

SURVIVORS OF RETIREES:
Survivors are entitled to remain covered under the group insurance program as long as premiums are paid. Coverage can be canceled at the option of the survivor at any time; but once canceled, coverage cannot be reinstated. The premiums (100%) for continued coverage are the responsibility of the survivor. Survivors must maintain Medicare A & B (if eligible) in order to remain covered under the Itasca County medical insurance program.

Personnel who become totally disabled prior to retirement, upon meeting the qualifications for retirement as outlined below, shall be eligible to receive benefits upon receipt of due proof that:

a. the individual has become and remains totally disabled by bodily injury or disease to the extent that s/he is unable to perform any work for compensation or profit or to engage in any business or occupation; and
b. such total disability began while the individual was an employee of Itasca County; and
    c. such total disability qualifies under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security.

POST HEALTH CARE SAVINGS PLAN - All employees shall be enrolled in the Post Health Care Savings Plan (HCSP), after 1 year of employment on their anniversary date of hire, or the very next pay period. Said employee shall contribute 2% of their regular wages* earned during the biweekly pay period into the HCSP via payroll deduction each pay period.

*Regular wages is defined as the hourly wage (regular wages excludes on-call, callout pay, shift differential, meals, severance pay, overtime).

The County shall not be responsible for a contribution to any costs associated with the Post Health Care Savings Plan mentioned above.

Board Approval Dates: 8/23/2016; 10/24/2017; 06/12/2018; 6/23/2020; TBD

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2530

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Sarah Anderson

AGENDA ITEM:
Review and Approval of IMCare Financial Statements

BOARD ACTION REQUESTED:
Approve the IMCare Q2 2022 Financial Statements.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. IMCare 2022 Q2 NAIC Statement

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/23/2022 2:30 PM**

QUARTERLY STATEMENT

OF THE

ITASCA MEDICAL CARE (IMCARE)

of

Grand Rapids

in the state of

Minnesota

TO THE

Insurance Department

OF THE STATE OF

Minnesota

FOR THE QUARTER ENDED
JUNE 30, 2022

2022

HEALTH

2022

29754202220100102 2022 Document Code: 201

QUARTERLY STATEMENT
AS OF JUNE 30, 2022
OF THE CONDITION AND AFFAIRS OF THE
ITASCA MEDICAL CARE (IMCARE)

NAIC Group Code 0000 (Current Period), 0000 (Prior Period) NAIC Company Code 29754 Employer's ID Number 41-6005810

Organized under the Laws of Minnesota, State of Domicile or Port of Entry MN

Country of Domicile United States of America

Licensed as business type: Life, Accident & Health[ ] Property/Casualty[ ] Hospital, Medical & Dental Service or Indemnity[ ]
Dental Service Corporation[ ] Vision Service Corporation[ ] Health Maintenance Organization[X]
Other[ ] Is HMO Federally Qualified? Yes[ ] No[X] N/A[ ]

Incorporated/Organized 07/01/1982 Commenced Business 07/01/1982

Statutory Home Office 1219 SE 2nd Avenue (Street and Number), Grand Rapids, MN, 55744 (City or Town, State, Country and Zip Code)

Main Administrative Office 1209 SE 2nd Avenue (Street and Number)

Grand Rapids, MN, 55744 (City or Town, State, Country and Zip Code) (218)327-6188 (Area Code) (Telephone Number)

Mail Address 1219 SE 2nd Avenue (Street and Number or P.O. Box), Grand Rapids, MN, 55744 (City or Town, State, Country and Zip Code)

Primary Location of Books and Records 1209 SE 2nd Avenue (Street and Number)

Grand Rapids, MN, 55744 (City or Town, State, Country and Zip Code) (218)327-6188 (Area Code) (Telephone Number)

Internet Web Site Address

Statutory Statement Contact Sarah Anderson (Name) (218)327-5517 (Area Code)(Telephone Number)(Extension)

sarah.anderson@co.itasca.mn.us (E-Mail Address) (218)327-5545 (Fax Number)

OFFICERS

Name	Title
Terry Snyder	Chairperson
Eric Villeneuve	Director, ICHHS
Sarah Anderson	Director, IMCare Program

OTHERS

DIRECTORS OR TRUSTEES

Leo Trunt
Ben Denucci
Davin Tinquist
Burl Ives

State of Minnesota
County of Itasca ss

The officers of this reporting entity being duly sworn, each depose and say that they are the described officers of said reporting entity, and that on the reporting period stated above, all of the herein described assets were the absolute property of the said reporting entity, free and clear from any liens or claims thereon, except as herein stated, and that this statement, together with related exhibits, schedules and explanations therein contained, annexed or referred to, is a full and true statement of all the assets and liabilities and of the condition and affairs of the said reporting entity as of the reporting period stated above, and of its income and deductions therefrom for the period ended, and have been completed in accordance with the NAIC Annual Statement Instructions and Accounting Practices and Procedures manual except to the extent that: (1) state law may differ; or, (2) that state rules or regulations require differences in reporting not related to accounting practices and procedures, according to the best of their information, knowledge and belief, respectively. Furthermore, the scope of this attestation by the described officers also includes the related corresponding electronic filing with the NAIC, when required, that is an exact copy (except for formatting differences due to electronic filing) of the enclosed statement. The electronic filing may be requested by various regulators in lieu of or in addition to the enclosed statement.

(Signature)	(Signature)	(Signature)
Terry Snyder	Eric Villeneuve	Sarah Anderson
(Printed Name)	(Printed Name)	(Printed Name)
1.	2.	3.
Chairperson	Director, ICHHS	Director, IMCare Program
(Title)	(Title)	(Title)

Subscribed and sworn to before me this
_________ day of _________, 2022

a. Is this an original filing? Yes[X] No[ ]
b. If no,
1. State the amendment number
2. Date filed
3. Number of pages attached

(Notary Public Signature)

29754202220100102 2022 Document Code: 201

QUARTERLY STATEMENT

AS OF JUNE 30, 2022

OF THE CONDITION AND AFFAIRS OF THE

ITASCA MEDICAL CARE (IMCARE)

NAIC Group Code 0000 (Current Period), 0000 (Prior Period) NAIC Company Code 29754 Employer's ID Number 41-6005810

Organized under the Laws of Minnesota, State of Domicile or Port of Entry MN

Country of Domicile United States of America

Licensed as business type: Life, Accident & Health[ ] Property/Casualty[ ] Hospital, Medical & Dental Service or Indemnity[ ]
Dental Service Corporation[ ] Vision Service Corporation[ ] Health Maintenance Organization[X]
Other[ ] Is HMO Federally Qualified? Yes[ ] No[X] N/A[ ]

Incorporated/Organized 07/01/1982 Commenced Business 07/01/1982

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Name	Title
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OTHERS

DIRECTORS OR TRUSTEES

Leo Trunt
Ben Denucci
Davin Tinquist
Burl Ives

State of Minnesota
County of Itasca ss

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Terry Snyder (Signature)	Eric J. Villeneuve (Signature)	(Signature)
Terry Snyder (Printed Name)	Eric Villeneuve (Printed Name)	Sarah Anderson (Printed Name)
1.	2.	3.
Chairperson (Title)	Director, ICHHS (Title)	Director, IMCare Program (Title)

Subscribed and sworn to before me this 22nd day of July, 2022

Karolyn A Ritter
(Notary Public Signature)

a. Is this an original filing? Yes[X] No[ ]
b. If no, 1. State the amendment number
2. Date filed
3. Number of pages attached

Karolyn A Ritter
State of Minnesota
Notary Public
Commission No. 31020452
My Commission Expires 01/31/2027

ASSETS

		Current Statement Date			4
		1 Assets	2 Nonadmitted Assets	3 Net Admitted Assets (Cols. 1 - 2)	December 31 Prior Year Net Admitted Assets
1.	Bonds				
2.	Stocks:				
	2.1 Preferred stocks				
	2.2 Common stocks				
3.	Mortgage loans on real estate:				
	3.1 First liens				
	3.2 Other than first liens				
4.	Real estate:				
	4.1 Properties occupied by the company (less $...............0 encumbrances)				
	4.2 Properties held for the production of income (less $...............0 encumbrances)				
	4.3 Properties held for sale (less $...............0 encumbrances)				
5.	Cash ($.......5,621,722), cash equivalents ($...............0) and short-term investments ($...............0)	5,621,722		5,621,722	12,371,954
6.	Contract loans (including $...............0 premium notes)				
7.	Derivatives				
8.	Other invested assets				
9.	Receivables for securities				
10.	Securities lending reinvested collateral assets				
11.	Aggregate write-ins for invested assets				
12.	Subtotals, cash and invested assets (Lines 1 to 11)	5,621,722		5,621,722	12,371,954
13.	Title plants less $...............0 charged off (for Title insurers only)				
14.	Investment income due and accrued				
15.	Premiums and considerations:				
	15.1 Uncollected premiums and agents' balances in the course of collection	14,825,267		14,825,267	4,788,628
	15.2 Deferred premiums, agents' balances and installments booked but deferred and not yet due (including $...............0 earned but unbilled premiums)				
	15.3 Accrued retrospective premiums ($...............0) and contracts subject to redetermination ($...............0)				
16.	Reinsurance:				
	16.1 Amounts recoverable from reinsurers				
	16.2 Funds held by or deposited with reinsured companies				
	16.3 Other amounts receivable under reinsurance contracts				
17.	Amounts receivable relating to uninsured plans	330,800		330,800	330,800
18.1	Current federal and foreign income tax recoverable and interest thereon				
18.2	Net deferred tax asset				
19.	Guaranty funds receivable or on deposit				
20.	Electronic data processing equipment and software				
21.	Furniture and equipment, including health care delivery assets ($...............0)				
22.	Net adjustments in assets and liabilities due to foreign exchange rates				
23.	Receivables from parent, subsidiaries and affiliates				
24.	Health care ($...............0) and other amounts receivable				
25.	Aggregate write-ins for other-than-invested assets				
26.	TOTAL assets excluding Separate Accounts, Segregated Accounts and Protected Cell Accounts (Lines 12 to 25)	20,777,789		20,777,789	17,491,382
27.	From Separate Accounts, Segregated Accounts and Protected Cell Accounts				
28.	TOTAL (Lines 26 and 27)	20,777,789		20,777,789	17,491,382
DETAILS OF WRITE-INS					
1101.					
1102.					
1103.					
1198.	Summary of remaining write-ins for Line 11 from overflow page				
1199.	TOTALS (Lines 1101 through 1103 plus 1198) (Line 11 above)				
2501.	Provider Risk Sharing Settlement				
2502.					
2503.					
2598.	Summary of remaining write-ins for Line 25 from overflow page				
2599.	TOTALS (Lines 2501 through 2503 plus 2598) (Line 25 above)				

LIABILITIES, CAPITAL AND SURPLUS

		Current Period 1 Covered	2 Uncovered	3 Total	Prior Year 4 Total
1.	Claims unpaid (less $...............0 reinsurance ceded)	6,137,463		6,137,463	6,264,627
2.	Accrued medical incentive pool and bonus amounts				
3.	Unpaid claims adjustment expenses	169,247		169,247	169,247
4.	Aggregate health policy reserves, including the liability of $...............0 for medical loss ratio rebate per the Public Health Service Act	1,819		1,819	1,819
5.	Aggregate life policy reserves				
6.	Property/casualty unearned premium reserve				
7.	Aggregate health claim reserves				
8.	Premiums received in advance				
9.	General expenses due or accrued	486,311		486,311	410,992
10.1	Current federal and foreign income tax payable and interest thereon (including $...............0 on realized gains (losses))				
10.2	Net deferred tax liability				
11.	Ceded reinsurance premiums payable				
12.	Amounts withheld or retained for the account of others				
13.	Remittances and items not allocated				
14.	Borrowed money (including $...............0 current) and interest thereon $...............0 (including $...............0 current)				
15.	Amounts due to parent, subsidiaries and affiliates	683,304		683,304	673,294
16.	Derivatives				
17.	Payable for securities				
18.	Payable for securities lending				
19.	Funds held under reinsurance treaties (with $...............0 authorized reinsurers, $...............0 unauthorized reinsurers and $...............0 certified reinsurers)				
20.	Reinsurance in unauthorized and certified ($...............0) companies				
21.	Net adjustments in assets and liabilities due to foreign exchange rates				
22.	Liability for amounts held under uninsured plans				
23.	Aggregate write-ins for other liabilities (including $...............0 current)	746,494		746,494	746,401
24.	Total liabilities (Lines 1 to 23)	8,224,638		8,224,638	8,266,380
25.	Aggregate write-ins for special surplus funds	XXX	XXX		
26.	Common capital stock	XXX	XXX		
27.	Preferred capital stock	XXX	XXX		
28.	Gross paid in and contributed surplus	XXX	XXX		
29.	Surplus notes	XXX	XXX		
30.	Aggregate write-ins for other-than-special surplus funds	XXX	XXX		
31.	Unassigned funds (surplus)	XXX	XXX	12,553,151	9,225,002
32.	Less treasury stock, at cost:				
	32.1 ....0 shares common (value included in Line 26 $...............0)	XXX	XXX		
	32.2 ....0 shares preferred (value included in Line 27 $...............0)	XXX	XXX		
33.	Total capital and surplus (Lines 25 to 31 minus Line 32)	XXX	XXX	12,553,151	9,225,002
34.	Total Liabilities, capital and surplus (Lines 24 and 33)	XXX	XXX	20,777,789	17,491,382
DETAILS OF WRITE-INS					
2301.	Provider Risk Sharing	746,393		746,393	746,393
2302.	Misc Part D Liabilities	101		101	8
2303.					
2398.	Summary of remaining write-ins for Line 23 from overflow page				
2399.	TOTALS (Lines 2301 through 2303 plus 2398) (Line 23 above)	746,494		746,494	746,401
2501.		XXX	XXX		
2502.		XXX	XXX		
2503.		XXX	XXX		
2598.	Summary of remaining write-ins for Line 25 from overflow page	XXX	XXX		
2599.	TOTALS (Lines 2501 through 2503 plus 2598) (Line 25 above)	XXX	XXX		
3001.		XXX	XXX		
3002.		XXX	XXX		
3003.		XXX	XXX		
3098.	Summary of remaining write-ins for Line 30 from overflow page	XXX	XXX		
3099.	TOTALS (Lines 3001 through 3003 plus 3098) (Line 30 above)	XXX	XXX		

STATEMENT OF REVENUE AND EXPENSES

		Current Year To Date		Prior Year To Date	Prior Year Ended December 31
		1 Uncovered	2 Total	3 Total	4 Total
1.	Member Months	X X X	59,841	56,372	114,246
2.	Net premium income (including $..............0 non-health premium income)	X X X	42,607,934	37,834,865	76,274,067
3.	Change in unearned premium reserves and reserve for rate credits	X X X			
4.	Fee-for-service (net of $..............0 medical expenses)	X X X			
5.	Risk revenue	X X X			
6.	Aggregate write-ins for other health care related revenues	X X X	46,842	1,566	18,382
7.	Aggregate write-ins for other non-health revenues	X X X			
8.	Total revenues (Lines 2 to 7)	X X X	42,654,776	37,836,431	76,292,449
Hospital and Medical:					
9.	Hospital/medical benefits		8,304,134	6,952,994	13,789,176
10.	Other professional services		11,281,632	11,426,823	23,275,608
11.	Outside referrals		5,984	5,638	11,425
12.	Emergency room and out-of-area		10,150,333	9,141,748	18,119,643
13.	Prescription drugs		6,967,310	5,935,773	12,090,312
14.	Aggregate write-ins for other hospital and medical				660,747
15.	Incentive pool, withhold adjustments and bonus amounts			636	338
16.	Subtotal (Lines 9 to 15)		36,709,393	33,463,612	67,947,249
Less:					
17.	Net reinsurance recoveries		871,347		
18.	Total hospital and medical (Lines 16 minus 17)		35,838,046	33,463,612	67,947,249
19.	Non-health claims (net)				
20.	Claims adjustment expenses, including $..............0 cost containment expenses		2,067,265	1,777,612	3,788,478
21.	General administrative expenses		1,429,793	1,293,760	2,247,285
22.	Increase in reserves for life and accident and health contracts (including $..............0 increase in reserves for life only)				
23.	Total underwriting deductions (Lines 18 through 22)		39,335,104	36,534,984	73,983,012
24.	Net underwriting gain or (loss) (Lines 8 minus 23)	X X X	3,319,672	1,301,447	2,309,437
25.	Net investment income earned		8,475	6,600	16,793
26.	Net realized capital gains (losses) less capital gains tax of $..............0				
27.	Net investment gains or (losses) (Lines 25 plus 26)		8,475	6,600	16,793
28.	Net gain or (loss) from agents' or premium balances charged off [(amount recovered $..............0) (amount charged off $..............0)]				
29.	Aggregate write-ins for other income or expenses				
30.	Net income or (loss) after capital gains tax and before all other federal income taxes (Lines 24 plus 27 plus 28 plus 29)	X X X	3,328,147	1,308,047	2,326,230
31.	Federal and foreign income taxes incurred	X X X			
32.	Net income (loss) (Lines 30 minus 31)	X X X	3,328,147	1,308,047	2,326,230
DETAILS OF WRITE-INS					
0601.	MISC OTHER REVENUES	X X X	46,842	1,566	18,382
0602.	INCENTIVE PAYMENTS	X X X			
0603.		X X X			
0698.	Summary of remaining write-ins for Line 6 from overflow page	X X X			
0699.	TOTALS (Lines 0601 through 0603 plus 0698) (Line 6 above)	X X X	46,842	1,566	18,382
0701.	TPA REVENUE	X X X			
0702.		X X X			
0703.		X X X			
0798.	Summary of remaining write-ins for Line 7 from overflow page	X X X			
0799.	TOTALS (Lines 0701 through 0703 plus 0798) (Line 7 above)	X X X			
1401.	STOP LOSS & RESERVE ESCROW (NET)				
1402.	PROVIDER SETTLEMENTS				660,747
1403.					
1498.	Summary of remaining write-ins for Line 14 from overflow page				
1499.	TOTALS (Lines 1401 through 1403 plus 1498) (Line 14 above)				660,747
2901.	Administrative Contract Revenue				
2902.	Administrative Contract Expenses				
2903.					
2998.	Summary of remaining write-ins for Line 29 from overflow page				
2999.	TOTALS (Lines 2901 through 2903 plus 2998) (Line 29 above)				

STATEMENT OF REVENUE AND EXPENSES (Continued)

		1 Current Year To Date	2 Prior Year To Date	3 Prior Year Ended December 31
	CAPITAL & SURPLUS ACCOUNT			
33.	Capital and surplus prior reporting year	9,225,002	6,898,772	6,898,772
34.	Net income or (loss) from Line 32	3,328,147	1,308,047	2,326,230
35.	Change in valuation basis of aggregate policy and claim reserves			
36.	Change in net unrealized capital gains (losses) less capital gains tax of $...............0			
37.	Change in net unrealized foreign exchange capital gain or (loss)			
38.	Change in net deferred income tax			
39.	Change in nonadmitted assets			
40.	Change in unauthorized and certified reinsurance			
41.	Change in treasury stock			
42.	Change in surplus notes			
43.	Cumulative effect of changes in accounting principles			
44.	Capital Changes:			
	44.1 Paid in			
	44.2 Transferred from surplus (Stock Dividend)			
	44.3 Transferred to surplus			
45.	Surplus adjustments:			
	45.1 Paid in			
	45.2 Transferred to capital (Stock Dividend)			
	45.3 Transferred from capital			
46.	Dividends to stockholders			
47.	Aggregate write-ins for gains or (losses) in surplus			
48.	Net change in capital and surplus (Lines 34 to 47)	3,328,147	1,308,047	2,326,230
49.	Capital and surplus end of reporting period (Line 33 plus 48)	12,553,149	8,206,819	9,225,002
DETAILS OF WRITE-INS				
4701.				
4702.				
4703.				
4798.	Summary of remaining write-ins for Line 47 from overflow page			
4799.	TOTALS (Lines 4701 through 4703 plus 4798) (Line 47 above)			

CASH FLOW

		1 Current Year To Date	2 Prior Year To Date	3 Prior Year Ended December 31
	Cash from Operations			
1.	Premiums collected net of reinsurance	32,571,295	24,933,187	75,637,717
2.	Net investment income	8,475	6,600	16,793
3.	Miscellaneous income	46,842	1,566	18,382
4.	TOTAL (Lines 1 to 3)	32,626,612	24,941,353	75,672,892
5.	Benefit and loss related payments	35,795,965	34,985,975	67,904,616
6.	Net transfers to Separate Accounts, Segregated Accounts and Protected Cell Accounts			
7.	Commissions, expenses paid and aggregate write-ins for deductions	3,580,879	3,249,559	6,964,427
8.	Dividends paid to policyholders			
9.	Federal and foreign income taxes paid (recovered) net of $..............0 tax on capital gains (losses)			
10.	TOTAL (Lines 5 through 9)	39,376,844	38,235,534	74,869,043
11.	Net cash from operations (Line 4 minus Line 10)	(6,750,232)	(13,294,181)	803,849
	Cash from Investments			
12.	Proceeds from investments sold, matured or repaid:			
	12.1 Bonds			
	12.2 Stocks			
	12.3 Mortgage loans			
	12.4 Real estate			
	12.5 Other invested assets			
	12.6 Net gains or (losses) on cash, cash equivalents and short-term investments			
	12.7 Miscellaneous proceeds			
	12.8 TOTAL investment proceeds (Lines 12.1 to 12.7)			
13.	Cost of investments acquired (long-term only):			
	13.1 Bonds			
	13.2 Stocks			
	13.3 Mortgage loans			
	13.4 Real estate			
	13.5 Other invested assets			
	13.6 Miscellaneous applications			
	13.7 TOTAL investments acquired (Lines 13.1 to 13.6)			
14.	Net increase (or decrease) in contract loans and premium notes			
15.	Net cash from investments (Line 12.8 minus Line 13.7 and Line 14)			
	Cash from Financing and Miscellaneous Sources			
16.	Cash provided (applied):			
	16.1 Surplus notes, capital notes			
	16.2 Capital and paid in surplus, less treasury stock			
	16.3 Borrowed funds			
	16.4 Net deposits on deposit-type contracts and other insurance liabilities			
	16.5 Dividends to stockholders			
	16.6 Other cash provided (applied)			
17.	Net cash from financing and miscellaneous sources (Line 16.1 through 16.4 minus Line 16.5 plus Line 16.6)			
	RECONCILIATION OF CASH, CASH EQUIVALENTS AND SHORT-TERM INVESTMENTS			
18.	Net change in cash, cash equivalents and short-term investments (Line 11, plus Lines 15 and 17)	(6,750,232)	(13,294,181)	803,849
19.	Cash, cash equivalents and short-term investments:			
	19.1 Beginning of year	12,371,954	11,568,105	11,568,105
	19.2 End of period (Line 18 plus Line 19.1)	5,621,722	(1,726,076)	12,371,954

Note: Supplemental Disclosures of Cash Flow Information for Non-Cash Transactions:

20.0001				

EXHIBIT OF PREMIUMS, ENROLLMENT AND UTILIZATION

	1	Comprehensive (Hospital & Medical)		4	5	6	7	8	9	10
		2	3				Federal			
	Total	Individual	Group	Medicare Supplement	Vision Only	Dental Only	Employees Health Benefits Plan	Title XVIII Medicare	Title XIX Medicaid	Other
Total Members at end of:										
1. Prior Year	9,659							369	9,290	
2. First Quarter	9,885							360	9,525	
3. Second Quarter	10,209							373	9,836	
4. Third Quarter										
5. Current Year										
6. Current Year Member Months	59,841							2,206	57,635	
Total Member Ambulatory Encounters for Period:										
7. Physician	41,384							2,146	39,238	
8. Non-Physician	13,356							1,000	12,356	
9. Total	54,740							3,146	51,594	
10. Hospital Patient Days Incurred	8,164							469	7,695	
11. Number of Inpatient Admissions	644							75	569	
12. Health Premiums Written (a)	42,802,666							4,102,609	38,700,057	
13. Life Premiums Direct										
14. Property/Casualty Premiums Written										
15. Health Premiums Earned	42,802,666							4,102,609	38,700,057	
16. Property/Casualty Premiums Earned										
17. Amount Paid for Provision of Health Care Services	36,836,552							4,066,149	32,770,403	
18. Amount Incurred for Provision of Health Care Services	36,709,388							3,791,241	32,918,147	

(a) For health premiums written: amount of Medicare Title XVIII exempt from state taxes or fees $..............0.

CLAIMS UNPAID AND INCENTIVE POOL, WITHHOLD AND BONUS (Reported and Unreported)

Aging Analysis of Unpaid Claims

1 Account	2 1 - 30 Days	3 31 - 60 Days	4 61 - 90 Days	5 91 - 120 days	6 Over 120 Days	7 Total
Claims unpaid (Reported)						
	676,463					676,463
0199999 Individually Listed Claims Unpaid	676,463					676,463
0299999 Aggregate Accounts Not Individually Listed - Uncovered						
0399999 Aggregate Accounts Not Individually Listed - Covered						
0499999 Subtotals	676,463					676,463
0599999 Unreported claims and other claim reserves						5,461,000
0699999 Total Amounts Withheld						
0799999 Total Claims Unpaid						6,137,463
0899999 Accrued Medical Incentive Pool And Bonus Amounts						

UNDERWRITING AND INVESTMENT EXHIBIT

ANALYSIS OF CLAIMS UNPAID-PRIOR YEAR-NET OF REINSURANCE

Line of Business	Claims Paid Year to Date		Liability End of Current Quarter		5	6
	1 On Claims Incurred Prior to January 1 of Current Year	2 On Claims Incurred During the Year	3 On Claims Unpaid Dec 31 of Prior Year	4 On Claims Incurred During the Year	Claims Incurred in Prior Years (Columns 1+3)	Estimated Claim Reserve and Claim Liability Dec 31 of Prior Year
1. Comprehensive (hospital & medical)						
2. Medicare Supplement						
3. Dental only						
4. Vision only						
5. Federal Employees Health Benefits Plan						
6. Title XVIII - Medicare	662,476	3,403,673	9,923	619,900	672,399	893,710
7. Title XIX - Medicaid	4,803,305	27,095,751	89,929	5,417,711	4,893,234	5,370,917
8. Other health						
9. Health subtotal (Lines 1 to 8)	5,465,781	30,499,424	99,852	6,037,611	5,565,633	6,264,627
10. Healthcare receivables (a)						
11. Other non-health						
12. Medical incentive pools and bonus amounts						
13. Totals (Lines 9 - 10 + 11 + 12)	5,465,781	30,499,424	99,852	6,037,611	5,565,633	6,264,627

(a) Excludes $..............0 loans or advances to providers not yet expensed.

Notes to Financial Statements

HEALTH

Notes to Financial Statements

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Organization
The Itasca County Health and Human Services (ICHHS) Board created a managed care program, Itasca Medical Care dba: IMCare (IMCare) on July 1, 1982, under Minnesota Statute 256B.692 which empowers the elected board of county commissioners to operate, control, and manage all matters concerning the county's health care functions. For this reason, IMCare is an enterprise fund and is included in Itasca County's financial statements as a business-type activity.

Under contracts with the Minnesota Department of Human Services (DHS) and the Center for Medicare and Medicaid Services (CMS), IMCare is authorized to provide comprehensive health maintenance services to persons enrolled under public healthcare programs in Itasca County. These programs include Medical Assistance (MA), Minnesota Care, Minnesota Senior Options (MSHO), and Medicare Part D.

Basis of Presentation and Use of Estimates
The financial statements have been prepared in conformity with accounting principles generally accepted in the United States of America. IMCare is required to file quarterly and annual reports with the MN Department of Commerce. These reports are required to be prepared in accordance with statutory accounting practices prescribed or permitted by the NAIC and the Department of Health of the State of Minnesota which requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of premiums earned and expenses during the reporting period. Actual amounts could differ from those estimates. Prescribed statutory accounting practices include a variety of publications of the NAIC, as well as state laws, regulations and general administrative rules. Permitted statutory accounting practices encompass all accounting practices not so prescribed.

There is no difference in IMCare's capital and surplus between NAIC, SAP, and GAAP.

Health Care Service Cost Recognition
IMCare contracts with various health care providers for the provision of certain medical care services to its members. IMCare compensates the providers either on a capitation basis or fee for services basis during the year. As part of a cost control incentive program, IMCare retains a portion of the funds and a final settlement is completed within two years. The providers bear the risk to extent there are any surpluses or deficits. Operating expenses include all amounts incurred by IMCare under the aforementioned contracts. During 2017, the risk sharing agreements between IMCare and the providers were discontinued at various points during the year. IMCare has now assumed full risk and final settlements for 2017 were paid during the year ended December 31, 2020.

The cost of other health care services provided or contracted for is accrued in the period in which it is provided to a member based in part on estimates, including an accrual for medical services provided but not reported to IMCare.

Income Tax
IMCare is not subject to federal or state income taxes.

Pooled Cash and Cash Equivalents
All cash is held by Itasca County. Itasca County does not segregate the funds held and therefore all funds are shown as pooled cash and cash equivalents. Pooled cash and cash equivalents include funds in highly liquid debt instruments with an original maturity of three months or less.

Risk Management
IMCare is exposed to various risks of loss from torts; theft of, damage to, and destruction of assets; business interruption; errors and omissions and nature disasters. Commercial insurance coverage is purchased for claims arising from such matters.

Notes to Financial Statements

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES – CONT'D

Claims Payable
Claims payable represent the estimated ultimate net cost of all reported and unreported claims incurred prior to and unpaid at the end of the year. The liability for unpaid claims is estimated primarily by the use of cost per contract data and completion factors developed from historical lag patterns. Those estimates are subject to the effects of trends in claim severity and frequency. Although considerable variability is inherent in such estimates, management believes that the liability for claims payable is adequate. The estimates are reviewed and adjusted as experience develops or new information becomes known, and such adjustments are included in current operations. Activity in the liability for unpaid claims for IMCare is summarized as follows:

	2022	2021
Balance, Beginning of Year	$ 6,264,627	$ 4,762,313
Amount Incurred, Related to:		
Prior Years	(698,994)	(368,124)
Current Year	37,408,382	68,315,373
Total	36,709,388	67,947,249
Amount Paid, Related to:		
Prior Years	5,465,781	4,276,527
Current Year	30,499,424	62,168,408
Total	35,965,205	66,444,935
Balance, End of Period	$ 6,137,463	$ 6,264,627

Aggregate Health Policy Reserves
During 2020, the State of Minnesota Department of Human Services (DHS) amended the Medical Assistance (MA) and Minnesota Care (MNCare) contract with IMCare to include a risk corridor program for 2020 and 2021. The contract provisions limit financial risk to a corridor with a minimum and maximum medical loss ratio (MLR) of plus or minus 1.5% of the MLR used by the state for pricing purposes. In the event IMCare's combined MA and MNCare MLR falls below the minimum MLR, IMCare will remit to the state the lessor of the amount owed or the amount that would bring the risk-based capital level to 238% for 2020 or 300% for 2021.

In the event IMCare's combined MA and MNCare MLR exceeds the maximum MLR, the State will remit the excess loss amount to IMCare. In conjunction with this agreement, IMCare recorded a reduction of capitation revenue and a payable of $2,140,017 to DHS related to the contract provisions associated with the risk corridor on the 2020 year-end financial statement. This payment was made on June 30, 2021. There was no risk corridor liability recorded for 2021, as the year-end RBC level was below 300%.

Additionally, Aggregate Health Policy Reserves includes a Medicare Part D risk corridor payable of $1,819 as of both June 30, 2022 and December 31, 2021.

Provider Settlements
IMCare contracts with certain providers in Itasca County to provide health care services to its enrolled members. Under these arrangements, the providers receive an interim claim payment based upon fee for services schedules. These providers are at risk to the degree specified in their contracts and the net effect of all other revenues and expenses. The final settlement occurs when all claims are considered settled.

Capitation Revenue
Capitation revenue consists of funds received from the State of Minnesota or the Centers for Medicare and Medicaid Services for members enrolled in Medicaid, Minnesota Care, MSHO and Medicare Part D in IMCare's service area. Revenues are recognized in the period in which the members are entitled to health care services and covered by IMCare. Funds are received at approximately the same time every month for the members who are enrolled with IMCare in the above programs.

Receivables and Allowance for Uncollectible Accounts
Receivables consists of a capitation withhold and other miscellaneous receivables. The capitation withhold relates to fiscal year 2021 but will not be released to IMCare until after the

Notes to Financial Statements

end of the state fiscal year-end on June 30. Part of the amount will be released automatically and part will be released each year if certain criteria are met. IMCare has provided an allowance for uncollectible using the allowance method, which is based on management judgment considering historical information. The receivables for the capitation withhold net of an allowance for uncollectible was $7,407,886 and $4,646,924 at June 30, 2022 and December 31, 2021, respectively. The allowance on the capitation withhold was $310,000 at both June 30, 2022 and December 31, 2021.

Amounts Receivable Related to Uninsured Plans
Amounts receivable related to uninsured plans relate to the Medicare Part D program that are subject to retrospective adjustment or pass through payments payable to CMS. As of December 31, 2021, the estimated settlements were receivable balances and the settlements for Low Income Cost Sharing (LICS) and Reinsurance are recorded as amounts receivable related to uninsured plans, and the risk corridor portion is recorded as aggregate health policy reserves. Amounts owed or receivable under the Part D program are expected to be settled with CMS in the fourth quarter of 2022.

Reclassifications
Certain items in the prior year financial statements have been reclassified to conform with current year presentation. These reclassifications had no effect on IMCare's overall net position.

NOTE 2 POOLED CASH AND CASH EQUIVALENTS

Deposits
Minnesota Statutes require that insurance, surety bonds, or collateral protect all IMCare deposits. The market value of collateral pledged must equal 110% of the deposits not covered by insurance or bonds. Minnesota Statutes also require that securities pledged as collateral be held in safekeeping by IMCare or in a financial institution other than that furnishing the collateral.

Itasca County holds all cash for IMCare. Minnesota Statutes authorize the Governmental Unit to invest in obligations of the U.S. Government and its agencies and of the state of Minnesota and its agencies, banker's acceptances, commercial paper, and certain other types of securities. Itasca County does not segregate the funds held and, therefore, all funds are shown as pooled cash and cash equivalents.

IMCare's deposits at year-end were entirely covered by federal depository insurance or were covered by collateral set aside by the banks. The bank carrying value of deposits and IMCare's carrying value was $5,621,722 and $12,371,954 on June 30, 2022 and December 31, 2021, respectively.

NOTE 3 CONTRACTUAL AGREEMENTS

Medical Services - IMCare has contractual agreements with independent providers to offer certain health care services to enrollees and their eligible dependents. Contracts with participating providers allow for capitation payments and fee-for-service payments as reimbursement for health care services.

Administrative Services – IMCare has administrative services agreements with third-party administrators, which cover management services that are system dependent (i.e. enrollment information and claims processing). The management services fees paid to the administrators by IMCare are calculated based on a determined dollar amount per member per month. Total fees paid in 2022 and 2021 were approximately $742,000 and $1,374,000, respectively.

NOTE 4 RELATED PARTY TRANSACTIONS

IMCare contracts with Itasca County for all employees under an administrative services contract with Itasca County Health and Human Services. Itasca County pays for general and administrative services necessary for IMCare's operations. These expenses include: salary, fringe benefits, postage, telephone, data processing, office supplies, and rent for use of office

Notes to Financial Statements

space and equipment owned by Itasca County. IMCare's share of expenses was $1,347,362 and $2,548,260 in 2022 and 2021, respectively, for the expenses listed above. IMCare reimburses Itasca County for their share of these expenses on a quarterly basis. As of June 30, 2022 and December 31, 2021, there was a payable of $683,304 and $673,294, respectively.

Itasca County provides cash and investment services for IMCare. In the event IMCare incurs operating deficits, Itasca County would maintain IMCare's reserves that would enable IMCare to meet statutory or regulatory reserve requirements.

IMCare has a noncancelable four-year operating lease with Itasca County for office space. The lease was renewed for an additional three years beginning April 1, 2021. At June 30, 2022, future lease payments by year, under this operating lease are as follows:

Year Ending December 31	Amount
2022	35,250
2023	70,500
2024	17,625

Total rent expense was $70,500 for the year ended December 31, 2021.

NOTE 5 STOP-LOSS INSURANCE

IMCare renewed its contract with an outside insurance company for stop-loss inpatient insurance claims in excess of $425,000 per individual during the year ended December 31, 2021. The current contract applies until June 30, 2022.

NOTE 6 STATUTORY FINANCIAL REQUIREMENTS

IMCare had year-to-date net income (loss) of $3,328,147 as of the quarter ended June 30, 2022, and net income of $2,326,230 for the year ended December 31, 2021. The capital surplus at June 30, 2022 and December 31, 2021 was $12,553,151 and $9,225,002, respectively. Minnesota Statute Section 256B.692 specifies that County-Based Purchasing (CBP) organizations are subject to the financial solvency requirements under the provisions of chapter 62D, as applicable to health maintenance organizations. IMCare is required to maintain statutory capital and surplus equal to or greater than the company action level of $6,491,510 for 2021, as calculated under the NAIC's Health Risk Based Capital methodology. IMCare was in compliance with this requirement as of December 31, 2021.

IMCare is also required to maintain positive working capital, under the statutory accounting practices prescribed or permitted by the Department of Health of the State of Minnesota. IMCare was in compliance with this requirement as of December 31, 2021.

NOTE 7 COMMITMENTS AND CONTINGENCIES

Contingencies
In the normal course of business, there could be various outstanding contingent liabilities such as, but not limited to, the following:

- Lawsuits alleging negligence in care
- Environmental pollution
- Violation of regulatory body's rules and regulations
- Violation of federal and/or state laws

No contingent liabilities such as, but not limited to those described above, are reflected in the accompanying financial statements. No such liabilities have been asserted and, therefore, no estimate of loss, if any, is determinable.

GENERAL INTERROGATORIES

PART 1 - COMMON INTERROGATORIES
GENERAL

1.1 Did the reporting entity experience any material transactions requiring the filing of Disclosure of Material Transactions with the State of Domicile, as required by the Model Act? Yes[ ] No[X]
1.2 If yes, has the report been filed with the domiciliary state? Yes[ ] No[ ] N/A[X]

2.1 Has any change been made during the year of this statement in the charter, by-laws, articles of incorporation, or deed of settlement of the reporting entity? Yes[ ] No[X]
2.2 If yes, date of change:

3.1 Is the reporting entity a member of an Insurance Holding Company System consisting of two or more affiliated persons, one or more of which is an insurer? Yes[ ] No[X]
If yes, complete Schedule Y, Parts 1 and 1A.
3.2 Have there been any substantial changes in the organizational chart since the prior quarter end? Yes[ ] No[X]
3.3 If the response to 3.2 is yes, provide a brief description of those changes:
3.4 Is the reporting entity publicly traded or a member of a publicly traded group? Yes[ ] No[X]
3.5 If the response to 3.4 is yes, provide the CIK (Central Index Key) code issued by the SEC for the entity/group.

4.1 Has the reporting entity been a party to a merger or consolidation during the period covered by this statement? Yes[ ] No[X]
4.2 If yes, provide the name of entity, NAIC Company Code, and state of domicile (use two letter state abbreviation) for any entity that has ceased to exist as a result of the merger or consolidation.

1 Name of Entity	2 NAIC Company Code	3 State of Domicile

5. If the reporting entity is subject to a management agreement, including third-party administrator(s), managing general agent(s), attorney-in-fact, or similar agreement, have there been any significant changes regarding the terms of the agreement or principals involved? Yes[ ] No[ ] N/A[X]
If yes, attach an explanation.

6.1 State as of what date the latest financial examination of the reporting entity was made or is being made. 12/31/2021
6.2 State the as of date that the latest financial examination report became available from either the state of domicile or the reporting entity. This date should be the date of the examined balance sheet and not the date the report was completed or released. 12/31/2018
6.3 State as of what date the latest financial examination report became available to other states or the public from either the state of domicile or the reporting entity. This is the release date or completion date of the examination report and not the date of the examination (balance sheet date). 05/01/2020
6.4 By what department or departments?
Department of Commerce
6.5 Have all financial statement adjustments within the latest financial examination report been accounted for in a subsequent financial statement filed with Departments? Yes[ ] No[ ] N/A[X]
6.6 Have all of the recommendations within the latest financial examination report been complied with? Yes[ ] No[ ] N/A[X]

7.1 Has this reporting entity had any Certificates of Authority, licenses or registrations (including corporate registration, if applicable) suspended or revoked by any governmental entity during the reporting period? Yes[ ] No[X]
7.2 If yes, give full information

8.1 Is the company a subsidiary of a bank holding company regulated by the Federal Reserve Board? Yes[ ] No[X]
8.2 If response to 8.1 is yes, please identify the name of the bank holding company.
8.3 Is the company affiliated with one or more banks, thrifts or securities firms? Yes[ ] No[X]
8.4 If response to 8.3 is yes, please provide below the names and location (city and state of the main office) of any affiliates regulated by a federal regulatory services agency [i.e. the Federal Reserve Board (FRB), the Office of the Comptroller of the Currency (OCC), the Federal Deposit Insurance Corporation (FDIC) and the Securities Exchange Commission (SEC)] and identify the affiliate's primary federal regulator.]

1 Affiliate Name	2 Location (City, State)	3 FRB	4 OCC	5 FDIC	6 SEC

9.1 Are the senior officers (principal executive officer, principal financial officer, principal accounting officer or controller, or persons performing similar functions) of the reporting entity subject to a code of ethics, which includes the following standards? Yes[X] No[ ]
(a) Honest and ethical conduct, including the ethical handling of actual or apparent conflicts of interest between personal and professional relationships;
(b) Full, fair, accurate, timely and understandable disclosure in the periodic reports required to be filed by the reporting entity;
(c) Compliance with applicable governmental laws, rules and regulations;
(d) The prompt internal reporting of violations to an appropriate person or persons identified in the code; and
(e) Accountability for adherence to the code.
9.11 If the response to 9.1 is No, please explain:
9.2 Has the code of ethics for senior managers been amended? Yes[ ] No[X]
9.21 If the response to 9.2 is Yes, provide information related to amendment(s).
9.3 Have any provisions of the code of ethics been waived for any of the specified officers? Yes[ ] No[X]
9.31 If the response to 9.3 is Yes, provide the nature of any waiver(s).

FINANCIAL

10.1 Does the reporting entity report any amounts due from parent, subsidiaries or affiliates on Page 2 of this statement? Yes[ ] No[X]
10.2 If yes, indicate any amounts receivable from parent included in the Page 2 amount: $ 0

INVESTMENT

11.1 Were any of the stocks, bonds, or other assets of the reporting entity loaned, placed under option agreement, or otherwise made available for use by another person? (Exclude securities under securities lending agreements.) Yes[ ] No[X]
11.2 If yes, give full and complete information relating thereto:

12. Amount of real estate and mortgages held in other invested assets in Schedule BA: $ 0

13. Amount of real estate and mortgages held in short-term investments: $ 0

14.1 Does the reporting entity have any investments in parent, subsidiaries and affiliates? Yes[ ] No[X]
14.2 If yes, please complete the following:

GENERAL INTERROGATORIES (Continued)

		1 Prior Year-End Book/Adjusted Carrying Value	2 Current Quarter Book/Adjusted Carrying Value
14.21	Bonds		
14.22	Preferred Stock		
14.23	Common Stock		
14.24	Short-Term Investments		
14.25	Mortgages Loans on Real Estate		
14.26	All Other		
14.27	Total Investment in Parent, Subsidiaries and Affiliates (Subtotal Lines 14.21 to 14.26)		
14.28	Total Investment in Parent included in Lines 14.21 to 14.26 above		

15.1 Has the reporting entity entered into any hedging transactions reported on Schedule DB? Yes[ ] No[X]
15.2 If yes, has a comprehensive description of the hedging program been made available to the domiciliary state? Yes[ ] No[ ] N/A[X]
If no, attach a description with this statement.

16. For the reporting entity's security lending program, state the amount of the following as of the current statement date:
16.1 Total fair value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2 $ 0
16.2 Total book adjusted/carrying value of reinvested collateral assets reported on Schedule DL, Parts 1 and 2 $ 0
16.3 Total payable for securities lending reported on the liability page $ 0

17. Excluding items in Schedule E - Part 3 - Special Deposits, real estate, mortgage loans and investments held physically in the reporting entity's offices, vaults or safety deposit boxes, were all stocks, bonds and other securities, owned throughout the current year held pursuant to a custodial agreement with a qualified bank or trust company in accordance with Section 1, III - General Examination Considerations, F. Outsourcing of Critical Functions, Custodial or Safekeeping Agreements of the NAIC Financial Condition Examiners Handbook? Yes[ ] No[X]
17.1 For all agreements that comply with the requirements of the NAIC Financial Condition Examiners Handbook, complete the following:

1 Name of Custodian(s)	2 Custodian Address

17.2 For all agreements that do not comply with the requirements of the NAIC Financial Condition Examiners Handbook, provide the name, location and a complete explanation:

1 Name(s)	2 Location(s)	3 Complete Explanation(s)

17.3 Have there been any changes, including name changes, in the custodian(s) identified in 17.1 during the current quarter? Yes[ ] No[X]
17.4 If yes, give full and complete information relating thereto:

1 Old Custodian	2 New Custodian	3 Date of Change	4 Reason

17.5 Investment management - Identify all investment advisors, investment managers, broker/dealers, including individuals that have the authority to make investment decisions on behalf of the reporting entity. For assets that are managed internally by employees of the reporting entity, note as such. ["…that have access to the investment accounts"; "…handle securities"]

1 Name of Firm or Individual	2 Affiliation

17.5097 For those firms/individuals listed in the table for Question 17.5, do any firms/individuals unaffiliated with the reporting entity (i.e. designated with a "U") manage more than 10% of the reporting entity's invested assets? Yes[ ] No[X]
17.5098 For firms/individuals unaffiliated with the reporting entity (i.e. designated with a "U") listed in the table for Question 17.5, does the total assets under management aggregate to more than 50% of the reporting entity's invested assets? Yes[ ] No[X]
17.6 For those firms or individuals listed in the table for 17.5 with an affiliation code of "A" (affiliated) or "U" (unaffiliated), provide the information for the table below.

1 Central Registration Depository Number	2 Name of Firm or Individual	3 Legal Entity Identifier (LEI)	4 Registered With	5 Investment Management Agreement (IMA) Filed

18.1 Have all the filing requirements of the Purposes and Procedures Manual of the NAIC Investment Analysis Office been followed? Yes[ ] No[X]
18.2 If no, list exceptions:

19. By self-designating 5GI securities, the reporting entity is certifying the following elements for each self-designated 5GI security:
a. Documentation necessary to permit a full credit analysis of the security does not exist or an NAIC CRP credit rating for an FE or PL security is not available.
b. Issuer or obligor is current on all contracted interest and principal payments.
c. The insurer has an actual expectation of ultimate payment of all contracted interest and principal.
Has the reporting entity self-designated 5GI securities? Yes[ ] No[X]

20. By self-designating PLGI securities, the reporting entity is certifying the following elements of each self-designated PLGI security:
a. The security was purchased prior to January 1, 2018.
b. The reporting entity is holding capital commensurate with the NAIC Designation reported for the security.
c. The NAIC Designation was derived from the credit rating assigned by an NAIC CRP in its legal capacity as a NRSRO which is shown on a current private letter rating held by the insurer and available for examination by state insurance regulators.
d. The reporting entity is not permitted to share this credit rating of the PL security with the SVO.
Has the reporting entity self-designated PLGI securities? Yes[ ] No[X]

GENERAL INTERROGATORIES (Continued)

21. By assigning FE to a Schedule BA non-registered private fund, the reporting entity is certifying the following elements of each self-designated FE fund:
    a. The shares were purchased prior to January 1, 2019.
    b. The reporting entity is holding capital commensurate with the NAIC Designation reported for the security
    c. The security had a public credit rating(s) with annual surveillance assigned by an NAIC CRP in its legal capacity as an NRSRO prior to January 1, 2019.
    d. The fund only or predominantly holds bonds in its portfolio.
    e. The current reported NAIC Designation was derived from the public credit rating(s) with annual surveillance assigned by an NAIC CRP in its legal capacity as an NRSRO.
    f. The public credit rating(s) with annual surveillance assigned by an NAIC CRP has not lapsed.

    Has the reporting entity assigned FE to Schedule BA non-registered private funds that complied with the above criteria? Yes[ ] No[X]

GENERAL INTERROGATORIES

PART 2 - HEALTH

1. Operating Percentages:
   1.1 A&H loss percent 0.000%
   1.2 A&H cost containment percent 0.000%
   1.3 A&H expense percent excluding cost containment expenses 0.000%

2.1 Do you act as a custodian for health savings accounts? Yes[ ] No[X]
2.2 If yes, please provide the amount of custodial funds held as of the reporting date. $........................ 0
2.3 Do you act as an administrator for health savings accounts? Yes[ ] No[X]
2.4 If yes, please provide the balance of the funds administered as of the reporting date. $........................ 0

3. Is the reporting entity licensed or chartered, registered, qualified, eligible or writing business in at least two states? Yes[ ] No[X]
3.1 If no, does the reporting entity assume reinsurance business that covers risks residing in at least one state other than the state of domicile of the reporting entity? Yes[ ] No[X]

SCHEDULE S - CEDED REINSURANCE

Showing All New Reinsurance Treaties - Current Year to Date

1 NAIC Company Code	2 ID Number	3 Effective Date	4 Name of Reinsurer	5 Domiciliary Jurisdiction	6 Type of Reinsurance Ceded	7 Type of Business Ceded	8 Type of Reinsurer	9 Certified Reinsurer Rating (1 through 6)	10 Effective Date of Certified Reinsurer Rating

SCHEDULE T - PREMIUMS AND OTHER CONSIDERATIONS

Current Year to Date - Allocated by States and Territories

		Direct Business Only								
State, Etc.	1 Active Status (a)	2 Accident and Health Premiums	3 Medicare Title XVIII	4 Medicaid Title XIX	5 CHIP Title XXI	6 Federal Employees Health Benefits Program Premiums	7 Life and Annuity Premiums and Other Considerations	8 Property/ Casualty Premiums	9 Total Columns 2 Through 8	10 Deposit -Type Contracts
1. Alabama (AL)	N									
2. Alaska (AK)	N									
3. Arizona (AZ)	N									
4. Arkansas (AR)	N									
5. California (CA)	N									
6. Colorado (CO)	N									
7. Connecticut (CT)	N									
8. Delaware (DE)	N									
9. District of Columbia (DC)	N									
10. Florida (FL)	N									
11. Georgia (GA)	N									
12. Hawaii (HI)	N									
13. Idaho (ID)	N									
14. Illinois (IL)	N									
15. Indiana (IN)	N									
16. Iowa (IA)	N									
17. Kansas (KS)	N									
18. Kentucky (KY)	N									
19. Louisiana (LA)	N									
20. Maine (ME)	N									
21. Maryland (MD)	N									
22. Massachusetts (MA)	N									
23. Michigan (MI)	N									
24. Minnesota (MN)	L		4,102,609	38,700,057					42,802,666	
25. Mississippi (MS)	N									
26. Missouri (MO)	N									
27. Montana (MT)	N									
28. Nebraska (NE)	N									
29. Nevada (NV)	N									
30. New Hampshire (NH)	N									
31. New Jersey (NJ)	N									
32. New Mexico (NM)	N									
33. New York (NY)	N									
34. North Carolina (NC)	N									
35. North Dakota (ND)	N									
36. Ohio (OH)	N									
37. Oklahoma (OK)	N									
38. Oregon (OR)	N									
39. Pennsylvania (PA)	N									
40. Rhode Island (RI)	N									
41. South Carolina (SC)	N									
42. South Dakota (SD)	N									
43. Tennessee (TN)	N									
44. Texas (TX)	N									
45. Utah (UT)	N									
46. Vermont (VT)	N									
47. Virginia (VA)	N									
48. Washington (WA)	N									
49. West Virginia (WV)	N									
50. Wisconsin (WI)	N									
51. Wyoming (WY)	N									
52. American Samoa (AS)	N									
53. Guam (GU)	N									
54. Puerto Rico (PR)	N									
55. U.S. Virgin Islands (VI)	N									
56. Northern Mariana Islands (MP)	N									
57. Canada (CAN)	N									
58. Aggregate other alien (OT)	XXX									
59. Subtotal	XXX		4,102,609	38,700,057					42,802,666	
60. Reporting entity contributions for Employee Benefit Plans	XXX									
61. Total (Direct Business)	XXX		4,102,609	38,700,057					42,802,666	
DETAILS OF WRITE-INS										
58001.	XXX									
58002.	XXX									
58003.	XXX									
58998. Summary of remaining write-ins for Line 58 from overflow page	XXX									
58999. TOTALS (Lines 58001 through 58003 plus 58998) (Line 58 above)	XXX									

(a) Active Status Counts:

L – Licensed or Chartered - Licensed insurance carrier or domiciled RRG	1	R – Registered - Non-domiciled RRGs	
E – Eligible - Reporting entities eligible or approved to write surplus lines in the state		Q – Qualified - Qualified or accredited reinsurer	
N – None of the above – Not allowed to write business in the state	56		

15 Schedule Y - Part 1 . . . . NONE

16 Schedule Y Part 1A - Detail of Insurance Holding Company System . . . . NONE

SUPPLEMENTAL EXHIBITS AND SCHEDULES INTERROGATORIES

The following supplemental reports are required to be filed as part of your statement filing. However, in the event that your company does not transact the type of business for which the special report must be filed, your response of NO to the specific interrogatory will be accepted in lieu of filing a "NONE" report and a bar code will be printed below. If the supplement is required of your company but is not being filed for whatever reason enter SEE EXPLANATION and provide an explanation following the interrogatory questions.

	RESPONSE
1. Will the Medicare Part D Coverage Supplement be filed with the state of domicile and the NAIC with this statement?	No
AUGUST FILING	
2. Will the regulator-only (non-public) Communication of Internal Control Related Matters Noted in Audit be filed with the state of domicile and electronically with the NAIC (as a regulator-only non-public document) by August 1? The response for 1st and 3rd quarters should be N/A. A NO response resulting with a bar code is only appropriate in the 2nd quarter.	No

Explanations:

Bar Codes:

Medicare Part D Coverage Supplement

29754202236500002 2022 Document Code: 365

Communication of Internal Control Related Matters Noted in an Audit

29754202222200002 2022 Document Code: 222

OVERFLOW PAGE FOR WRITE-INS

STATEMENT OF REVENUE AND EXPENSES

	Current Year To Date		Prior Year To Date	Prior Year Ended December 31
	1 Uncovered	2 Total	3 Total	4 Total
0604.	XXX			
0605.	XXX			
0606.	XXX			
0697. Summary of remaining write-ins for Line 6 (Lines 0604 through 0696)	XXX			
0797. Summary of remaining write-ins for Line 7 (Lines 0704 through 0796)	XXX			
1404.				
1497. Summary of remaining write-ins for Line 14 (Lines 1404 through 1496)				
2997. Summary of remaining write-ins for Line 29 (Lines 2904 through 2996)				

SI01 Schedule A Verification . . . . NONE

SI01 Schedule B Verification . . . . NONE

SI01 Schedule BA Verification . . . . NONE

SI01 Schedule D Verification . . . . NONE

SI02 Schedule D Part 1B . . . . NONE

SI03 Schedule DA Part 1 . . . . NONE

SI03 Schedule DA Verification . . . . NONE

SI04 Schedule DB - Part A Verification . . . . NONE

SI04 Schedule DB - Part B Verification . . . . NONE

SI05 Schedule DB Part C Section 1 . . . . NONE

SI06 Schedule DB Part C Section 2 . . . . NONE

SI07 Schedule DB - Verification . . . . NONE

SI08 Schedule E - Verification (Cash Equivalents) . . . . NONE

SCHEDULE E - PART 1 - CASH

Month End Depository Balances

1 Depository			2 Code	3 Rate of Interest	4 Amount of Interest Received During Current Quarter	5 Amount of Interest Accrued at Current Statement Date	Book Balance at End of Each Month During Current Quarter 6 First Month	7 Second Month	8 Third Month	9 *
open depositories										
ITASCA COUNTY				0.003	3,696	8,475	12,393,450	11,997,508	5,621,722	XXX
										XXX
0199998 Deposits in ....0 depositories that do not exceed the allowable limit in any one depository (see Instructions) - open depositories			XXX	XXX						XXX
0199999 Totals - Open Depositories			XXX	XXX	3,696	8,475	12,393,450	11,997,508	5,621,722	XXX
0299998 Deposits in ....0 depositories that do not exceed the allowable limit in any one depository (see Instructions) - suspended depositories			XXX	XXX						XXX
0299999 Totals - Suspended Depositories			XXX	XXX						XXX
0399999 Total Cash On Deposit			XXX	XXX	3,696	8,475	12,393,450	11,997,508	5,621,722	XXX
0499999 Cash in Company's Office			XXX	XXX	XXX	XXX				XXX
0599999 Total Cash			XXX	XXX	3,696	8,475	12,393,450	11,997,508	5,621,722	XXX

SCHEDULE E - PART 2 - CASH EQUIVALENTS

Show Investments Owned End of Current Quarter

1 CUSIP	2 Description	3 Code	4 Date Acquired	5 Rate of Interest	6 Maturity Date	7 Book/Adjusted Carrying Value	8 Amount of Interest Due & Accrued	9 Amount Received During Year
		NONE						
8609999999 Total Cash Equivalents								

29754202236500002 2022 Document Code: 365

MEDICARE PART D COVERAGE SUPPLEMENT
(Net of Reinsurance)

NAIC Group Code: 0000 **NAIC Company Code: 29754**

	Individual Coverage		Group Coverage		5
	1 Insured	2 Uninsured	3 Insured	4 Uninsured	Total Cash
1. Premiums Collected		XXX		XXX	
2. Earned Premiums		XXX		XXX	XXX
3. Claims Paid		XXX		XXX	
4. Claims Incurred		XXX		XXX	XXX
5. Reinsurance Coverage and Low Income Cost Sharing - Claims Paid Net of Reimbursements Applied (a)			XXX		
6. Aggregate Policy Reserves - change				XXX	XXX
7. Expenses Paid				XXX	
8. Expenses Incurred		XXX		XXX	XXX
9. Underwriting Gain or Loss		XXX		XXX	XXX
10. Cash Flow Results	XXX	XXX	XXX	XXX	

NONE

(a) Uninsured Receivable/Payable with CMS at End of Quarter: $..............0 due from CMS or $..............0 due to CMS

ANALYSIS OF OPERATIONS BY LINES OF BUSINESS

	1 Total	2 Comprehensive (Hospital & Medical)	3 Medicare Supplement	4 Dental Only	5 Vision Only	6 Federal Employees Health Benefits Plan	7 Title XVIII Medicare	8 Title XIX Medicaid	9 Other Health	10 Other Non-Health
1. Net premium income	42,607,934						4,095,244	38,512,690		
2. Change in unearned premium reserves and reserve for rate credit										
3. Fee-for-service (net of $...............0 medical expenses)										XXX
4. Risk revenue										XXX
5. Aggregate write-ins for other health care related revenues	46,842							46,842		XXX
6. Aggregate write-ins for other non-health care related revenues		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
7. TOTAL Revenues (Lines 1 to 6)	42,654,776						4,095,244	38,559,532		
8. Hospital/medical benefits	8,304,134						1,322,083	6,982,051		XXX
9. Other professional services	11,281,632						675,661	10,605,971		XXX
10. Outside referrals	5,984						697	5,287		XXX
11. Emergency room and out-of-area	10,150,333						1,345,372	8,804,961		XXX
12. Prescription drugs	6,967,310						447,428	6,519,882		XXX
13. Aggregate write-ins for other hospital and medical										XXX
14. Incentive pool, withhold adjustments and bonus amounts										XXX
15. Subtotal (Lines 8 to 14)	36,709,393						3,791,241	32,918,152		XXX
16. Net reinsurance recoveries	871,347							871,347		XXX
17. TOTAL Hospital and Medical (Lines 15 minus 16)	35,838,046						3,791,241	32,046,805		XXX
18. Non-health claims (net)		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
19. Claims adjustment expenses including $...............0 cost containment expenses	2,067,265						212,959	1,854,306		
20. General administrative expenses	1,429,793						147,290	1,282,503		
21. Increase in reserves for accident and health contracts										XXX
22. Increase in reserves for life contracts		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
23. TOTAL Underwriting Deductions (Lines 17 to 22)	39,335,104						4,151,490	35,183,614		
24. Net underwriting gain or (loss) (Line 7 minus Line 23)	3,319,672						(56,246)	3,375,918		
DETAILS OF WRITE-INS										
0501. MISC OTHER REVENUES	46,842							46,842		XXX
0502. INCENTIVE PAYMENTS										XXX
0503.										XXX
0598. Summary of remaining write-ins for Line 5 from overflow page										XXX
0599. TOTALS (Lines 0501 through 0503 plus 0598) (Line 5 above)	46,842							46,842		XXX
0601. TPA Revenue		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
0602.		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
0603.		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
0698. Summary of remaining write-ins for Line 6 from overflow page		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
0699. TOTALS (Lines 0601 through 0603 plus 0698) (Line 6 above)		XXX	XXX	XXX	XXX	XXX	XXX	XXX	XXX	
1301. STOP LOSS & RESERVE ESCROW (NET)										XXX
1302. PROVIDER SETTLEMENTS										XXX
1303.										XXX
1398. Summary of remaining write-ins for Line 13 from overflow page										XXX
1399. TOTALS (Lines 1301 through 1303 plus 1398) (Line 13 above)										XXX

Statement of Actuarial Opinion

N O N E

29754202222200002 2022 Document Code: 222

Communication of Internal Control Related Matters Noted in an Audit

NONE

Amended Statement Cover

NONE

Prior Period Data for Non-required Crosschecks

	Prior Period Statement Location	1 Amount
1.	2021 Annual, Page 2, Assets, Line 01, Column 3	
2.	2021 Annual, Page 2, Assets, Line 05, Column 1	12,371,954
3.	2021 Annual, Page 2, Assets, Line 12, Column 3	12,371,954
4.	2021 Annual, Page 2, Assets, Line 28, Column 3	17,491,382
5.	2021 Annual, Page 3, Liabilities, Line 34, Column 3	17,491,382
6.	2021 Annual, Page 5, Cash Flow, Line 19.2, Column 1	12,371,954
7.	2021 Annual, Page 29, Five-Year Historical Data, Line 26, Column 1	
8.	2021 Annual, Page 29, Five-Year Historical Data, Line 27, Column 1	
9.	2021 Annual, Page 29, Five-Year Historical Data, Line 28, Column 1	
10.	2021 Annual, Page 29, Five-Year Historical Data, Line 29, Column 1	
11.	2021 Annual, Page 29, Five-Year Historical Data, Line 30, Column 1	
12.	2021 Annual, Page 29, Five-Year Historical Data, Line 31, Column 1	
13.	2021 Annual, Page 29, Five-Year Historical Data, Line 32, Column 1	
14.	2021 Annual, Page SI02, Schedule A Verification, Line 09, Column 2	
15.	2021 Annual, Page SI02, Schedule B Verification, Line 11, Column 2	
16.	2021 Annual, Page SI03, Schedule BA Verification, Line 11, Column 2	
17.	2021 Annual, Page SI03, Schedule D Verification, Line 11, Column 2	
18.	2021 Annual, Page SI07, Schedule D Part 1A Section 1, Line 11.1, Column 7	
19.	2021 Annual, Page SI07, Schedule D Part 1A Section 1, Line 11.2, Column 7	
20.	2021 Annual, Page SI07, Schedule D Part 1A Section 1, Line 11.3, Column 7	
21.	2021 Annual, Page SI07, Schedule D Part 1A Section 1, Line 11.4, Column 7	
22.	2021 Annual, Page SI07, Schedule D Part 1A Section 1, Line 11.5, Column 7	
23.	2021 Annual, Page SI07, Schedule D Part 1A Section 1, Line 11.6, Column 7	
24.	2021 Annual, Page SI10, Schedule DA Verification, Line 02, Column 1	
25.	2021 Annual, Page SI10, Schedule DA Verification, Line 05, Column 1	
26.	2021 Annual, Page SI10, Schedule DA Verification, Line 06, Column 1	
27.	2021 Annual, Page SI11, Schedule DB Part A Verification, Line 10, Column 2	
28.	2021 Annual, Page SI11, Schedule DB Part B Verification, Line 06, Column 4	
29.	2021 Annual, Page SI15, Schedule E Verification, Line 10, Column 1	
30.	2021 Annual, Page E17, Schedule DA Part 1, Line 9199999, Column 7	

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2534

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Eric Villeneuve

AGENDA ITEM:
Ross Resources, Ltd Truancy Prevention Services Contract

BOARD ACTION REQUESTED:
Approve the Truancy Prevention Contract between ICHHS and Ross Resources, Ltd., for the period of September 1, 2022 through August 31, 2023.

BACKGROUND:
This contract is for truancy prevention services and personnel in each of the school districts of Itasca County for an amount not to exceed $452,000.00 paid for by the Local Collaborative Time Study.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. Ross Resources-Truancy 2022-2023

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM**

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

PURCHASE OF SERVICE AGREEMENT

The ITASCA COUNTY HEALTH AND HUMAN SERVICES, 1209 SE 2ND AVENUE, GRAND RAPIDS, MINNESOTA 55744, hereafter referred to as the "Agency", and **ROSS RESOURCES, LTD., 180 NE 6th STREET, GRAND RAPIDS, MINNESOTA 55744,** hereafter referred to as the "Contractor" enter into this Agreement for the period from **September 1, 2022 through August 31, 2023.**

WITNESSETH

WHEREAS, the Contractor is an approved vendor according to published county criteria or certified by the Public Agency ITASCA COUNTY HEALTH AND HUMAN SERVICES to provide **TRUANCY PREVENTION SERVICES** to persons; and

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

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

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

I. CONTRACT GENERAL

A. Contractor's Duties:

1. Attached to this Agreement as Exhibit "A" will be items **a through g** as follows:

    a. **Description of services**.
    b. **Exposition of staffing**, including job description and professional qualifications of personnel.
    c. **Organizational chart** with names and positions.
    d. **Line item budget**.
    e. **Proof of liability insurance**, (photocopies should include expiration date and amount of coverage).
    f. **Proof of Worker's Compensation**, (photocopies should include expiration date).
    g. **Operating license** (photocopy, when applicable).

2. Attached to this Agreement as Exhibit "B", when applicable, are specific duties of the Contractor, as the Agency deems necessary, for the delivery and accountability of client services.

3. The Contractor shall, in writing within ten (10) days, notify the Agency whenever it is unable to, or going to be unable to, provide the required quality or quantity of purchased services. Upon such notifications, Agency shall determine whether such inability will require modification or cancellation of said Agreement.

B. Cost and Delivery of Purchased Services:

1. The Contractor certifies that the services to be provided under this Agreement are not available without cost to eligible clients. The Contractor further certifies that payment claims for purchased services will be in accordance with rates of payment which do not exceed amounts reasonable and necessary to assure quality of service. The Contractor further certifies that rates of payment do not reflect any administrative or program costs assignable to private pay or third-party pay service recipients.

2. Purchased services will be provided at **ROSS RESOURCES, LTD., 180 NE 6th STREET, GRAND RAPIDS, MINNESOTA 55744.**

C. Safeguard of Client Information:

1. The use or disclosure by any party of information concerning an eligible client in violation of any rule of confidentiality provided for in Minnesota Statutes, Chapter 13, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164), or for any purpose not directly connected with the Agency's or Contractor's responsibility with respect to the purchased services hereunder is prohibited. The collection, use, maintenance and dissemination of data on clients shall be in accordance with the laws of Minnesota and the United States applicable to the data. The Contractor shall assure compliance with Minnesota Statute Section 13.46, subd. 10, Para. (b).

   a. The parties hereto recognize that data collected, used, exchanged, and disseminated for the administration and management of activities and programs authorized by this Agreement may be classified by State or Federal Law as private or confidential. The parties agree that such data will be collected, used, exchanged, and disseminated consistent with the requirements of law applicable to that data, including the Minnesota Data Practices Act, Minn. Stat. §§ 13.01 et seq., as amended, the Rules of the Commissioner of Administration promulgated thereunder, MN Rules 1205.0100 et seq., as amended, and the Health Insurance Portability and Accountability Act of 1996 (45 C.F.R. Part 160-164). To the extent necessary for the administration and management of activities and programs herein provided and as otherwise specifically authorized by law, private and confidential data may be exchanged and disseminated between the respective parties, including their legal representatives.

   b. In accordance with MN Rules 1205.0200 Subpart 14D., it is agreed that the Contractor shall be the responsible authority for that nonprofit corporation.

2. The Agency and Contractor shall insure that a joint release of information document is completed to permit mutual exchange of information between Agency and Contractor.

D. Equal Employment Opportunity and Civil Rights and Nondiscrimination:

1. (When applicable) the Contractor agrees to comply with the Civil Rights Act of 1964, Title VII (42 USC 2000e); including Executive Order No. 11246, and Title VI (42 USC 2000d); and the Rehabilitation Act of 1973, as amended by Section 504;

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

E. Fair Hearing and Grievance Procedures:

1. The Agency agrees to provide for a fair hearing and grievance procedure in conformance with Minnesota Statutes, Section 256.045, and in conjunction with the fair Hearing and Grievance Procedures established by administrative rules of the State Department of Human Services.

F. Conditions of the Parties' Obligations:

1. It is understood and agreed that in the event the reimbursement to the Agency from State and Federal sources is not obtained and/or continued at a level sufficient to allow for the purchase of the indicated quantity of purchased services, the obligations of each party hereunder shall thereupon be terminated.

2. This Agreement may be canceled by either party at any time, with or without cause, upon thirty (30) days notice, in writing, delivered by mail or in person.

3. Before the termination date specified in Section 1 of this Agreement the Agency may evaluate the performance of the Contractor in regard to terms of this Agreement to determine whether such performance merits renewal of this Agreement.

4. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, duly signed, and attached to the original of this Agreement.

5. No claim for services furnished by the Contractor, not specifically provided in the Agreement, will be allowed by the Agency, nor shall the Contractor do any work or furnish any material not covered by this Agreement, unless this is approved in writing by the Agency. Such approval shall be considered to be a modification of the Agreement.

6. In the event that there is a revision of Federal regulations which might make this Agreement ineligible for Federal financial participation, all parties will review the Agreement and renegotiate those items necessary to bring the Agreement into compliance with the new Federal regulations.

7. A request for residential placement of a person who is not the financial responsibility of Itasca County shall be made in writing to the County. The written request for services may be made by a lead county, the current county of financial responsibility, current county of service, or a private agency which is entitled by law to make a referral.

   The written request for service shall be accompanied by a written Service Plan which will describe any ancillary services which may be required in addition to the residential services offered by the Vendor. It shall also describe how the need for ancillary services, in addition to the residential services, will be met.

G. Subcontracting:

1. The Contractor agrees not to enter into subcontracts for any of the work contemplated under this Agreement without written approval of the Agency.

2. All subcontractors must be subject to and must meet all of the requirements of this Agreement.

3. The Contractors must ensure that any and all subcontracts to provide services under this Agreement must contain the following language:

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

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

H. Contractor Interested in Agreement:

1. No county official or deputy or clerk or employee of such official shall be directly or indirectly interested in any agreement, contract, work, labor, or business to which the County is a party or in which it is or may be interested or in the furnishing of any article to, or the purchase or sale of any property, real or personal, by the County, or of which the consideration, price, or expense is payable from the County treasury. Any violation of the provisions of Minnesota Statutes, Section 382.18, shall be a gross misdemeanor.

I. Contractor Debarment, Suspension and Responsibility Certification:

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

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

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or agency; and

b. Have not within a three-year period preceding this contract: 1) been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; 2) violated any federal or state antitrust statutes; or 3) committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

c. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for: 1) commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction; 2) violating any federal or state antitrust statutes; or 3) committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and

d. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this Agreement are in violation of any of the certifications set forth above.

e. Shall immediately give written notice to the Contracting Officer should Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

Directions for On Line Access to Excluded Providers

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

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

J. Miscellaneous:

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

2. The Contractor acknowledges and agrees that the Minnesota Department of Human Services is a third-party beneficiary and, as a third-party beneficiary, is an affected party under this Agreement. The Contractor specifically acknowledges and agrees that the Minnesota Department of Human Services has standing to and may take any appropriate administrative action or sue the Contractor for any appropriate relief in law or equity, including, but not limited to, rescission, damages, or specific performance, of all or any part of the Agreement between the County Board and the Contractor. The

Contractor specifically acknowledges that the County Board and the Minnesota Department of Human Services are entitled to and may recover from the Contractor reasonable attorney's fees and costs and disbursements associated with any action taken under this paragraph that is successfully maintained. This provision shall not be construed to limit the rights of any party to the Agreement or any other third-party beneficiary, nor shall it be construed as a waiver of immunity under the Eleventh Amendment to the United States Constitution or any other waiver of immunity.

3. The Contractor agrees to acknowledge the Agency in the credits of advertisements and publicity.

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

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

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

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

6. Itasca County will not pay for two placements that occur on the same date of service.

II. Contract Specific

A. Contractor's Duties

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

TRUANCY PREVENTION SERVICES AND PERSONNEL IN EACH OF THE SCHOOL DISTRICTS OF ITASCA COUNTY.

TOTAL: (9/1/2022 – 8/31/2023): not to exceed *$452,000.00*

(Attach additional pages as necessary)

B. Eligibility for Services:

1. The parties understand and agree that the eligibility of the client to receive the purchased services is to be determined in accordance with eligibility criteria established by the Agency.

   a. It is understood and agreed by the parties that, for fee eligible recipients, fees shall be charged and collected in accordance with fee policy and schedules adopted by the County Board of Commissioners.

   b. The Contractor shall not charge any program or service fee to social services eligible clients except in accordance with "B.1.a." above.

c. (When applicable) When the Agency has determined that the client is no longer eligible to receive purchased services or that services are no longer needed or appropriate, the Agency must notify the Contractor within 5 days of the determination. The Agency must notify the client of proposed termination of services in writing at least 10 days prior to the proposed agency action and of the client's right to appeal this proposed agency action.

d. (When applicable) The Contractor must notify the Agency and the client in writing whenever the Contractor proposes to discharge or terminate service(s) to a client. The notice must be sent at least 10 days prior to the proposed date of discharge or termination, and must include the specific grounds for discharge or termination of service(s). The Contractor must not discharge or terminate services to a client prior to the proposed date unless delay would seriously endanger the health, safety, or well-being of other residents or service recipients.

e. (When applicable) The Contractor must establish written procedures for discharging a client or terminating services to a client. The written procedures must include:

1) Preparation of a summary of findings, processes, and plans to be transmitted with the client;

C. Payment for Purchased Services:

1. Certification of expenditures: The Contractor shall, within five (5) working days following the last day of each calendar month, submit a standard invoice for social services purchased to Itasca County Health and Human Services. The invoice shall show: (1) total program and administrative expenditures for the month and (2) an itemized account of each social services eligible individual, identifying service(s) provided, number of units, cost per unit and service dates, including administrative costs allocated to the provision of purchased services to reimbursement eligible clients.

2. All bills for a specific month of service **must** be in to the Agency within five days of end of service month; example, services given in January can be received no later than the fifth working day of February. **Bills older than five weeks may be rejected** due to the variety of funding sources that are utilized by the Agency.

3. Payment: The Agency shall, within thirty (30) days of the date of receipt of the invoice, make payment to the Contractor for all reimbursement eligible clients identified on the invoice.

D. Recording Requirements or Accountability:

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

E. Audit and Record Disclosures:

1. The Contractor Shall:

a. Allow personnel of the Agency, the Minnesota Department of Human Services, or their representative, access to the Contractor's facility and records at reasonable hours to exercise their responsibility to monitor purchased services.

(1) Permit the Contract Manager or other personnel of the County, through the Agency, access to the Contractor's facility to conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided under this Agreement. Such visits may be made with prior notice at any time within the hours of operation of the Contractor. The Contractor shall be furnished a summary of any reports prepared as a result of the visit.

(2) The Agreement gives the Agency, DHS, and the U.S. Department of Health and Human Services the authority to copy program and fiscal records.

b. Provide the Agency with information about fees collected and the fee source.

c. Maintain all records pertaining to the Agreement at **ROSS RESOURCES, LTD., 180 NE 6th STREET, GRAND RAPIDS, MINNESOTA 55744** for four (4) years for audit purposes.

d. Comply with policies of the Minnesota Department of Human Services regarding social services recording and monitoring procedures, as defined in the Department of Human Services Social Service Manual, and the administrative rules of the State Agency.

e. If the collection of social services fees is delegated to the Contractor, the Contractor must provide the Agency with information about fees collected and the fee sources.

2. Books, records, documents and accounting procedures and practices of the Contractor relative to the Agreement are subject to examination by the Agency.

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

1. Bonding: The Contractor shall obtain and maintain at all times, during the term of this Agreement, a fidelity bond covering the activity of its personnel authorized to receive or distribute monies.

2. Indemnity: The Contractor agrees that it will at all times indemnify and hold harmless the Agency from any and all liability, loss, damages, costs or expenses which may be claimed against the Agency or Contractor;

a. By reason of any service client's suffering personal injury, death, or property loss or damages either while participating in or receiving from the Contractor the care and services to be furnished by the Contractor under this Agreement, or while on premises owned, leased or operated by the Contractor, or while being transported to or from said premises in any vehicle owned, operated, chartered or otherwise contracted for by the Contractor or his assigns; or

b. By reason of any service client's causing injury to another person, or damage to the property of another person during any time when the Contractor or his assigns or employee thereof has undertaken, or is furnishing the care and service called for under this Agreement.

c. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."

3. Insurance: The Contractor further agrees, in order to protect itself and the Agency under the indemnity provisions set forth above, to at all times during the term of this Agreement, have and keep in force a liability insurance policy in the amount of **$1,500,000.00** for total injuries or damages arising from any one incident and **$3,000,000.00** general aggregate. Worker's Compensation shall be provided per Minnesota statutory limits and Employer's Liability shall be in the amount of Bodily Injury by Accident: **$500,000.00** each Accident, Bodily Injury by Disease: **$500,000.00** each employee, Bodily Injury by Disease: **$500,000.00** policy limit. When transportation is provided by the Contractor, said Contractor shall have and keep in force automobile liability in the amount of **$1,500,000.00** for bodily injury and property damage covering owned, non-owned and hired automobiles. Itasca County Health and Human Services must be named additional insured. The Contractor agrees to comply with the Agency's/Itasca County's Indemnification and Insurance Policy attached to this Agreement as Exhibit "C."

4. Audit: The Contractor agrees that within sixty (60) days of the close of its fiscal year, unless a later date is agreed upon between the Agency and the Contractor, an audit will be conducted by an Accountant which will meet the requirements of the Single Audit Act of 1996, P.L. 104-156 and Office of Management and Budget, Circular No. A-133. Contractors not meeting the $750,000 minimum requirement of expending federal dollars in a single fiscal year for single audits will be required to complete a yearly financial statement. After completion of the audit and/or financial statement, a copy

of the report must be filed with the Agency. The books, records, documents, and accounting procedures of the vendor or party receiving public funds are subject to audit by the state auditor.

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

G. Noncompliance

1. If the Contractor fails to comply with the provisions of this Agreement, the Agency may seek any available legal remedy.

2. Either party must notify the other party within 30 days when a party has reasonable grounds to believe that this Agreement has been or will be breached in a material manner. The party receiving such notification must have 30 days, or any other such period of time as mutually agreed to by the parties, to cure the breach or anticipatory breach.

H. Independent Contractor.

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

BY ______________________________	BY ______________________________
(Director, Itasca County Health and Human Services)	(Director, Contracting Agency)
DATED ______________________________	DATED ______________________________
BY ______________________________	BY ______________________________
(Chairperson, Itasca County Board of Commissioners)	(Chairperson, Board of Contracting Agency)
DATED ______________________________	DATED ______________________________

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2526

DEPARTMENT: Transportation **TIME REQUESTED:** < 5 Minutes
PRESENTER: Karin Grandia

AGENDA ITEM:
MnDOT Detour Agreement No. 1049901

BOARD ACTION REQUESTED:
Adopt the resolution Re: MnDOT Detour Agreement NO. 1049901, which approves the agreement and authorizes the necessary signatures.

BACKGROUND:
MnDOT will be performing approach grading and bridge replacement for two bridges on CSAH 73 in the summer of 2023. The construction is expected to take about 5 weeks to complete. A detour route utilizing CSAH 16 & CSAH 20 is required for the duration of the project. Itasca County will receive compensation for the road life consumed, which is estimated at 9,534.54. MnDOT has drafted a detour agreement and requires the County to pass a resolution entering into this agreement.

Similar detour agreements have been reviewed and approved by the County Attorney's office in the past.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. 2022-07-28 drh signed 1049901 D DETOUR AGR ITASCA CO as reviewed JDP

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 16, 2022

RESOLUTION

RE: MnDOT DETOUR AGREEMENT NO. 1045956

BE IT RESOLVED, that Itasca County enter into MnDOT Agreement No. 1049901 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 20 and County State Aid Highway No. 16 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 73 under State Project No. 6929-21 (T.H. 73=163).

BE IT FURTHER RESOLVED, that the County Board Chair and Clerk to the County Board are authorized to execute the Agreement and any amendments to the Agreement.

STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
ITASCA COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 73 Detour

State Project Number (S.P.):	6929-21	**Original Amount Encumbered**
Trunk Highway Number (T.H.):	73=163	**$9,534.54**

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Itasca County acting through its Board of Commissioners "County".

Recitals

1. The State is about to perform approach grading and replace Bridge No. 9262 with new Bridge No. 69138 over the W. Swan River & 1 mile north of County State Aid Highway (C.S.A.H.) No. 18 and replace Bridge No. 89395 with new Bridge No. 69X21 construction upon, along, and adjacent to Trunk Highway No. 73 from under State Project No. 6929-21 (T.H. 73=163); and
2. The State requires a detour to carry T.H. 73 traffic on County State Aid Highway (C.S.A.H.) No. 16 and on County State Aid Highway No. 20 during the construction; and
3. The County is willing to maintain the T.H. 73 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance as hereinafter set forth; and
5. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. Agreement Between the Parties

1.1. ***Detour.***

A. ***Location(s).*** The State will establish the T.H. 73 detour route on the following County road(s) as detailed in the project plans or Special Provisions:

BRIDGE 69X21 DETOUR - C.S.A.H. 20 and C.S.A.H. 16 for a total distance of 12.26 miles.

BRIDGE 69138 DETOUR - C.S.A.H. 20 for a total distance of 3.44 miles.

B. ***Modification of the Detour Route.*** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.3.B, the Agreement will be amended.

C. ***Axle Loads and Over-Dimension Loads.*** The County will permit 10-ton axle loads on the detour route.

D. ***Traffic Control Devices.*** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.

E. ***Duration.*** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

1.2. ***Maintenance.***

A. The County will maintain the portion of the detour that is on County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer in Duluth.

B. ***County's Failure to Adequately Maintain.*** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. _ detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

1.3. ***Basis of State Cost.***

A. ***Road Life Consumed.*** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.

ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

B. ***Maintenance Costs.*** The State's detour maintenance cost will be equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

2. Payment

The State's payment consists of the sum of the road life consumed and maintenance amounts.

2.1. ***For Road Life Consumed.*** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

Stage	Tax Factor	ADT	Road Length (Miles)	Duration (Days)	Cost
BRIDGE 69X21 DETOUR	0.00513	1,070	12.26	33	$2,220.78

Stage	Tax Factor	ADT	Road Length (Miles)	Duration (Days)	Cost
BRIDGE 69138 DETOUR	0.00513	1,300	3.44	111	$2,546.49
			Road Life Consumed Amount:		$4,767.27

2.2. ***For Maintenance.*** **$4,767.27** is the State's estimated cost for detour maintenance based on the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

2.3. ***Total Payment and Maximum Obligation.***

A. **$9,534.54** is the State's estimated payment for road life consumed (**$4,767.27**) and maintenance (**$4,767.27**).

B. **$20,000.00** is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

2.4. ***Conditions of Payment.*** The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

A. Execution of this Agreement and the County's receipt of the executed Agreement.

B. State's encumbrance of the State's total payment amount.

C. State's removal of all detour signs.

D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.

E. State's receipt of a written request from the County for payment.

3. Release of Road Restoration Obligations

By accepting the State's road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 73 detour to as good condition as they were before designation as temporary trunk highways.

4. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

4.1. The State's Authorized Representative will be:

Name, Title: Morris Luke, Assistant District Traffic Engineer (or successor)
Address: 1123 Mesaba Ave., Duluth, MN 55811
Telephone: (218) 725-2778
E-Mail: morris.luke@state.mn.us

4.2. The County's Authorized Representative will be:

Name, Title:	Karin Grandia, County Engineer (or successor)
Address:	123 NE 4th Street, Grand Rapids, MN 55744
Telephone:	(218) 327-2853
E-Mail:	karin.grandia@co.itasca.mn.us

5. Assignment; Amendments, Waiver; Contract Complete

5.1. ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

5.2. ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

5.3. ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

5.4. ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

7. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

8. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

9. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

10. Termination; Suspension

10.1. ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

10.2. ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

10.3. ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

11. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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

STATE ENCUMBRANCE VERIFICATION

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

Signed: ______________________________

Date: ______________________________

SWIFT Purchase Order: ____3000656147____________

ITASCA COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: ______________________________

Title: ______________________________

Date: ______________________________

By: ______________________________

Title: ______________________________

Date: ______________________________

DEPARTMENT OF TRANSPORTATION

Approved:

By: ______________________________
(District Engineer)

Date: ______________________________

COMMISSIONER OF ADMINISTRATION

By: ______________________________
(With Delegated Authority)

Date: ______________________________

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

ITASCA COUNTY

RESOLUTION

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1049901 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County State Aid Highway No. 20 and County State Aid Highway No. 16 as a detour route during the construction to be performed upon, along, and adjacent to Trunk Highway No. 73 under State Project No. 6929-21 (T.H. 73=163).

IT IS FURTHER RESOLVED that the ____
(Title)

and the ____
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Itasca County at an authorized meeting held on the ________________________ day of ____________________, 2022, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
____________ day of ____________________, 2022

Notary Public ____________________________

My Commission Expires ____________________

____
(Signature)

____
(Type or Print Name)

____
(Title)

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2529

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 24, Township 55, Range 22 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 Lot 1 24-55-22 LCP
2. Easement Lot 2 24-55-22 LCP

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT NEXT: 08/23/2022 2:30 PM**

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 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 that part of Government Lot One (1), Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, 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, it's 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:

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

Limits

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

An umbrella or excess policy over primary liability 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:

		Limits
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:

		Limits
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 an 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.

XV

If at any time the Grantor shall deem it necessary to make any improvements or changes on all or any part of the road right of way on which this utility is located, then and in such event, the Grantee shall within 15 days after written notice from the Grantor, or its authorized agent, proceed to alter, change, vacate or remove said utility from the road right of way so as to conform to said road changes and as directed by the Grantor. Such work shall be done without any cost whatsoever to the Grantor and shall be completed within the date specified in said written notice. The utility shall assume all liability and save the Grantor holder harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility within the time specified in said notice.

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

That portion of a 30 foot wide easement for utility purposes which lies over, under and across the following described parcel situated in Itasca County, Minnesota:

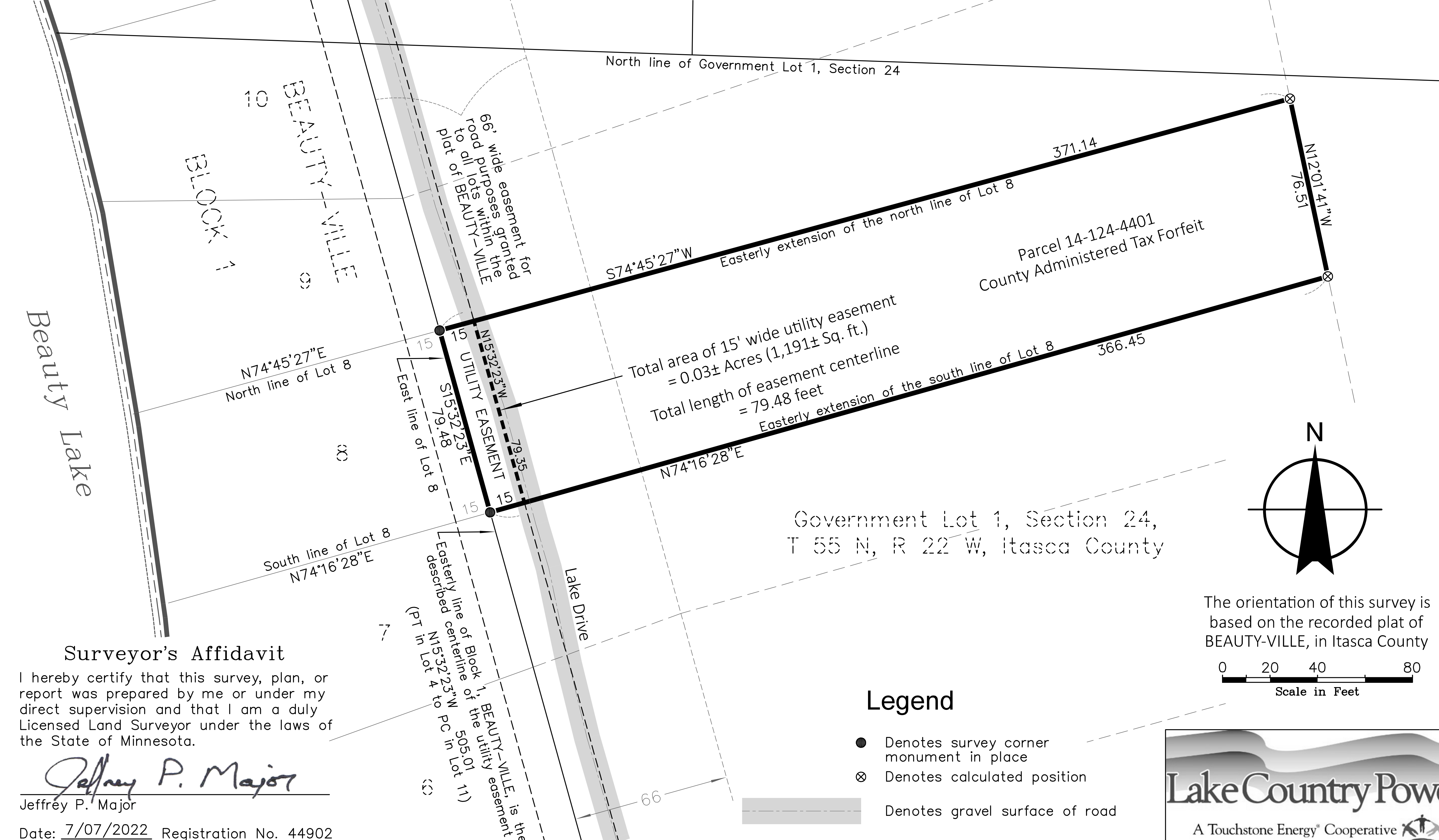
> That part of Government 1, Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, Itasca County, Minnesota, described as follows:
>
> Beginning at the southeast corner of Lot 8, Block 1, BEAUTY-VILLE, according to the plat on file and of record in the Itasca County Recorder's Office (Document No. 403341); thence North 74 degrees 16 minutes 28 seconds East, plat bearing, 366.45 feet along the easterly extension of the south line of said Lot 8, Block 1; thence North 12 degrees 01 minutes 41 seconds West 76.51 feet to intersect the easterly extension of the north line of said Lot 8, Block 1; thence South 74 degrees 45 minutes 27 seconds West 371.14 feet to the northeast corner of said Lot 8, Block 1; thence South 15 degrees 32 minutes 23 seconds East along the east line of said Lot 8, Block 1, a distance of 79.48 feet to the point of beginning.

Said 30 foot wide easement lies 15 feet on each side of the following described centerline: Commencing at the southeast corner of Section 24, Township 55 North, Range 22 West, Itasca County, Minnesota; thence North 0 degrees 28 minutes 58 seconds East, assigned bearing along the east line of said Section 24, a distance of 575.37 feet; thence South 89 degrees 07 minutes 09 seconds West 1054.55 feet; thence northwesterly along a tangential curve, concave to the northeast, central angle 59 degrees 28 minutes 21 seconds, radius 166.82 feet, arc length 173.16 feet to the point of beginning of the centerline to be described; thence North 31 degrees 24 minutes 30 seconds West, 267.76 feet along a tangent to said curve; thence northerly along a tangential curve, concave to the east, central angle 15 degrees 52 minutes 07 seconds, radius 243.14 feet, arc length 67.34 feet; thence North 15 degrees 32 minutes 23 seconds West, tangent to said curve a distance of 505.01 feet; thence northerly along a tangential curve, concave to the east, central angle 29 degrees 33 minutes 20 seconds, radius 300.05 feet, arc length 154.78 feet; thence North 14 degrees 00 minutes 57 seconds East, 184.10 feet, tangent to said curve; thence northerly along a tangential curve, concave to the west, central angle 89 degrees 13 minutes 38 seconds, radius 127.12 feet, arc length 197.96 feet; thence North 75 degrees 12 minutes 41 seconds West, 521.81 feet, tangent to said curve, to the northeast corner of Lot 1, Block 2, BEAUTY-VILLE; thence westerly along a tangential curve, concave to the south, central angle 21 degrees 28 minutes 10 seconds, radius 205.94 feet, arc length 77.16 feet, to the northwest corner of Lot 1, Block 2, BEAUTY-VILLE; thence North 45 degrees 36 minutes 00 seconds West, not tangent to said curve, 45.00 feet; thence South 62 degrees 00 minutes 00 seconds West 245.00 feet and said centerline there terminating.

SURVEY EXHIBIT

Utility Easement across Itasca County Administered Tax Forfeit land

within Government Lot 1, Section 24,
T 55 N, R 22 W, Itasca County, Minnesota



Surveyor's Affidavit

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

Jeffrey P. Major

Jeffrey P. Major

Date: 7/07/2022 Registration No. 44902

Legend

- ● Denotes survey corner monument in place
- ⊗ Denotes calculated position
- Denotes gravel surface of road

Lake Country Power
A Touchstone Energy® Cooperative

2022 Replow	WO No. 35792

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 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 that part of Government Lot Two (2), Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, 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, it's 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:

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

Limits

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

An umbrella or excess policy over primary liability 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:

		Limits
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:

		Limits
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 an 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.

XV

If at any time the Grantor shall deem it necessary to make any improvements or changes on all or any part of the road right of way on which this utility is located, then and in such event, the Grantee shall within 15 days after written notice from the Grantor, or its authorized agent, proceed to alter, change, vacate or remove said utility from the road right of way so as to conform to said road changes and as directed by the Grantor. Such work shall be done without any cost whatsoever to the Grantor and shall be completed within the date specified in said written notice. The utility shall assume all liability and save the Grantor holder harmless from any and all claims of damage of any nature whatsoever occasioned by reason of not having removed said utility within the time specified in said notice.

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

That portion of a 30 foot wide easement for utility purposes which lies over, under and across the following described parcels situated in Itasca County, Minnesota:

Description for 1aa:

That part of Government Lot 2 of Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, Itasca County, Minnesota, described as follows:

Beginning at the northwest corner of Lot 1, Block 2, BEAUTY-VILLE, according to the plat on file and of record in the Itasca County Recorder's Office (Document No. 403341); thence North 05 degrees 03 minutes 50 seconds East, along the northerly extension of the westerly line of said Lot 1, a distance of 228.83 feet; thence North 76 degrees 26 minutes 27 seconds East 69.83 feet; thence South 02 degrees 39 minutes 04 seconds West 250.00 feet to the northeast corner of said Lot 1, Block 2; thence westerly along the northerly line of said Lot 1 a distance of 77.16 feet along a non-tangential curve, concave to the south, having a radius of 205.94 feet, central angle of 21 degrees 28 minutes 10 seconds and a chord bearing of North 85 degrees 56 minutes 42 seconds West to the point of beginning and there terminating. Tract contains 0.39 acres more or less.

Description for 2aa:

That part of Government Lot 2 of Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, Itasca County, Minnesota, described as follows:

Beginning at the northwest corner of Lot 2, Block 2, BEAUTY-VILLE, according to the plat on file and of record in the Itasca County Recorder's Office (Document No. 403341); thence North 13 degrees 28 minutes 35 seconds East, along the northerly extension of the westerly line of said Lot 2, a distance of 251.89 feet; thence North 76 degrees 26 minutes 27 seconds East 51.02 feet; thence South 05 degrees 03 minutes 50 seconds West 228.83 feet to the northeast corner of said Lot 2, Block 2; thence southwesterly along the northerly line of said Lot 2 a distance of 62.09 feet along a non-tangential curve, concave to the south, having a radius of 205.94 feet, central angle of 17 degrees 16 minutes 26 seconds and a chord bearing of South 74 degrees 41 minutes 03 seconds West, thence South 66 degrees 02 minutes 43 seconds West, tangent to said curve, along the northerly line of said Lot 2, a distance of 31.12 feet to the point of beginning and there terminating. Tract contains 0.35 acres more or less.

Description for 3aa:

That part of Government Lot 2 of Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, Itasca County, Minnesota, described as follows:

Beginning at the northeast corner of Lot 3, Block 2, BEAUTY-VILLE, according to the plat on file and of record in the Itasca County Recorder's Office (Document No. 403341); thence North 13 degrees 28 minutes 35 seconds East, along the northerly extension of the easterly line of said Lot 3, 251.89 feet; thence South 76 degrees 26 minutes 27 seconds West 19.27 feet; thence South 24 degrees 59 minutes 12 seconds West 209.33 feet; thence South 17 degrees 39 minutes

40 seconds West 88.28 feet to the northwest corner of Lot 3, Block 2; thence North 66 degrees 02 minutes 43 seconds East along the northerly line of said Lot 3, to the point of beginning. Tract contains 0.15 acres more or less.

Description for 4aa:

That part of Government Lot 2 of Section Twenty-four (24), Township Fifty-five (55) North, Range Twenty-two (22) West, Itasca County, Minnesota, described as follows:

Beginning at the most northerly corner of Lots 4 and 5, Block 2, BEAUTY-VILLE, according to the plat on file and of record in the Itasca County Recorder's Office (Document No. 403341); thence North 23 degrees 32 minutes 36 seconds East, 96.70 feet; thence North 33 degrees 58 minutes 30 seconds East 201.36 feet; thence North 50 degrees 07 minutes 33 seconds East 49.29 feet; thence South 24 degrees 59 minutes 12 seconds West 209.33 feet; thence South 17 degrees 39 minutes 40 seconds West 88.28 feet to the northeast corner of Lot 4, Block 2; thence southwesterly along a non-tangential curve, concave to the north, central angle 97 degrees 08 minutes 15 seconds, radius 50.00 feet, arc length 84.77 feet, chord bearing South 79 degrees 43 minutes 12 seconds West along the northerly line of said Lot 4, to the point of beginning. Tract contains 0.17 acres more or less.

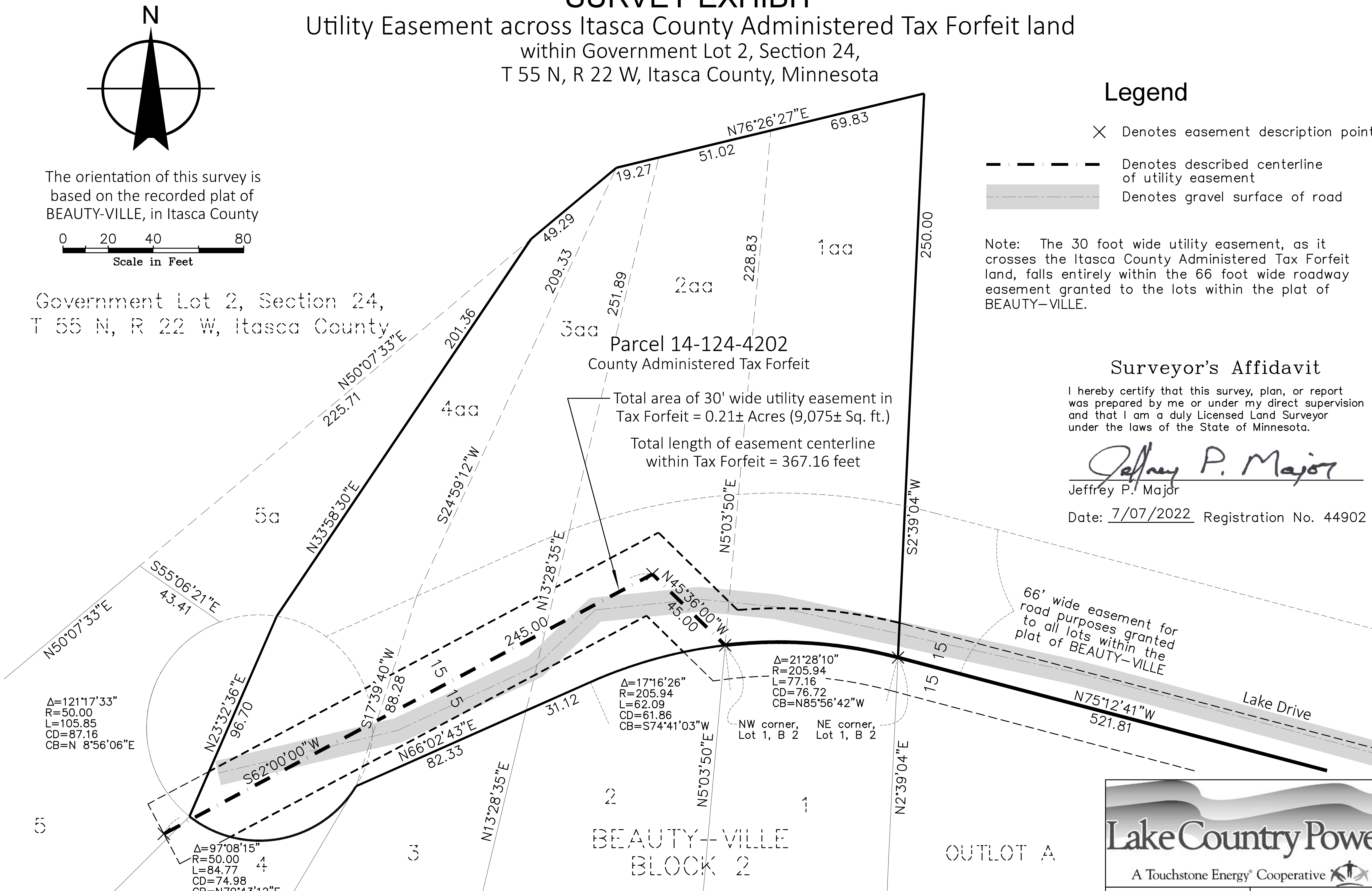
Utility Easement Description:

A 30 foot wide easement lying 15 feet on each side of the following described centerline: Commencing at the southeast corner of Section 24, Township 55 North, Range 22 West, Itasca County, Minnesota; thence North 0 degrees 28 minutes 58 seconds East, assigned bearing along the east line of said Section 24, a distance of 575.37 feet; thence South 89 degrees 07 minutes 09 seconds West 1054.55 feet; thence northwesterly along a tangential curve, concave to the northeast, central angle 59 degrees 28 minutes 21 seconds, radius 166.82 feet, arc length 173.16 feet to the point of beginning of the centerline to be described; thence North 31 degrees 24 minutes 30 seconds West, 267.76 feet along a tangent to said curve; thence northerly along a tangential curve, concave to the east, central angle 15 degrees 52 minutes 07 seconds, radius 243.14 feet, arc length 67.34 feet; thence North 15 degrees 32 minutes 23 seconds West, tangent to said curve a distance of 505.01 feet; thence northerly along a tangential curve, concave to the east, central angle 29 degrees 33 minutes 20 seconds, radius 300.05 feet, arc length 154.78 feet; thence North 14 degrees 00 minutes 57 seconds East, 184.10 feet, tangent to said curve; thence northerly along a tangential curve, concave to the west, central angle 89 degrees 13 minutes 38 seconds, radius 127.12 feet, arc length 197.96 feet; thence North 75 degrees 12 minutes 41 seconds West, 521.81 feet, tangent to said curve, to the northeast corner of Lot 1, Block 2, BEAUTY-VILLE; thence westerly along a tangential curve, concave to the south, central angle 21 degrees 28 minutes 10 seconds, radius 205.94 feet, arc length 77.16 feet, to the northwest corner of Lot 1, Block 2, BEAUTY-VILLE; thence North 45 degrees 36 minutes 00 seconds West, not tangent to said curve, 45.00 feet; thence South 62 degrees 00 minutes 00 seconds West 245.00 feet and said centerline there terminating.

SURVEY EXHIBIT

Utility Easement across Itasca County Administered Tax Forfeit land
within Government Lot 2, Section 24,
T 55 N, R 22 W, Itasca County, Minnesota

The orientation of this survey is based on the recorded plat of BEAUTY-VILLE, in Itasca County



Legend

× Denotes easement description point

Denotes described centerline of utility easement

Denotes gravel surface of road

Note: The 30 foot wide utility easement, as it crosses the Itasca County Administered Tax Forfeit land, falls entirely within the 66 foot wide roadway easement granted to the lots within the plat of BEAUTY–VILLE.

Surveyor's Affidavit

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

Jeffrey P. Major

Jeffrey P. Major

Date: 7/07/2022 Registration No. 44902

Lake Country Power
A Touchstone Energy® Cooperative

2022 Replow	WO No. 35792

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2541

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Cindy Shevich

AGENDA ITEM:
2022 Itasca County Tax-Forfeited Land Sale

BOARD ACTION REQUESTED:
Adopt the Resolution RE: Authorizing and Fixing the Terms of Sale for the 2022 Online Tax-Forfeited Land Sale commencing on October 17, 2022 at 10:00 A.M. and closing on October 28, 2022 at 10:00 A.M. through PublicSurplus.com.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Auction List 2022
2. 2022 Land Auction Terms

08/16/2022

RESULT:	**RECOMMENDED FOR CONSENT**	**NEXT: 08/23/2022 2:30 PM**

ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 16, 2022

RESOLUTION

RE: AUTHORIZING AND FIXING THE TERMS OF SALE

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

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

NOW THEREFORE BE IT RESOLVED, that the Notice of Tax-Forfeited Land Sale be given by publication in the official newspaper of the County as provided by law, that the parcels of land will be sold by online auction at publicsurplus.com and that such sale shall commence at 10:00 A.M. on October 17, 2022 and closes on October 28, 2022 at 10:00 A.M.

ITASCA COUNTY TAX-FORFEITED 2022 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
PLATTED												
1	0.32	05-475-0180 *S*	615 NW 2ND ST, COHASSET	10	55	26	LOTS 12-13 BLK A GLENWOOD ADDITION TO COHASSET		**$7,200.00**		**-$4,700.00**	**$2,500.00**
2	2.53	*40-460-0210	TROUT LAKE TWP	8	55	24	OUTLOT A EAGLE VIEW FIRST ADDITION		**$7,250.00**	**$2,250.00**		**$9,500.00**
3	0.28	64-480-0984/0986	56-26 UNORG	2	56	26	N 50' OF LOT 31 & S 50 FT OF LOT 32 BLK I NORTHLAND PARK		**$2,800.00**	**$70.00**		**$2,870.00**
4	0.36	86-410-0205	BOVEY CITY	32	56	24	LOTS 1 - 5 BLK 2 BOVEY		**$4,900.00**			**$4,900.00**
5	0.14	87-410-0705	337 3RD AVE, CALUMET	21	56	23	LOTS 1 & 2, BLOCK 5 CALUMET	**$3,000.00**	**$1,400.00**			**$4,400.00**
6	0.18	87-410-1145/1150 *S*	546 5TH AVE, CALUMET	21	56	23	LOT 27 LESS E 12' & LOTS 28-29 BLK 11 CALUMET	**$10,500.00**	**$1,400.00**		**-$80.00**	**$11,820.00**
7	0.64	90-420-0220/0230 *S*	304 NW FIRST AVE, EFFIE	23	62	26	LOTS 3-6, BLK 2 BYRNE ADDITION TO EFFIE	**$1,000.00**	**$1,900.00**		**-$4,780.00**	**$500.00**
8	0.24	91-425-0230 *S*	604 NE 9TH AVE, GRAND RAPIDS	21	55	25	LOTS 13-15, BLOCK 2, THIRD DIVIVION TO GRAND RAPIDS		**$16,000.00**		**-$29,221.00**	**$500.00**
9	0.9	***91-502-0150 *S*	GRAND RAPIDS CITY	33	55	25	LOT 10, BLOCK 1, DON-AL ADDITION		**$14,200.00**	**$400.00**	**-$860.00**	**$13,740.00**
10	0.19	91-555-0720 *S*	821 NW 8TH AVE, GRAND RAPIDS	17	55	25	ALL OF LOT 4 AND THE NORTH 14 FEET OF LOT 5, BLOCK 7, HOUGHTON'S 2ND ADD GRAND RAPIDS	**-$500.00**	**$13,000.00**		**-$500.00**	**$12,000.00**
11	0.98	**91-663-0354 *S*	814 ROGERS AVE, GRAND RAPIDS	18	55	25	N1/2 LOTS 21-22, BLK 3 REMER DESCHEPPER ADD	**$16,000.00**	**$20,000.00**	**$0.00**	**-$1,250.00**	**$34,750.00**
12	1.33	**91-663-0660 *S*	GRAND RAPIDS CITY	18	55	25	LOT 18-BLK 6 REMER DESCHEPPER ADD		**$16,000.00**	**$500.00**	**-$3,185.00**	**$13,315.00**
13	0.09	95-410-1550 *S*	20 FOURTH ST, NASHWAUK	32	57	22	LOT 10, BLOCK 15 NASHWAUK		**$1,500.00**		**-$1,068.25**	**$500.00**

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

NOTE: Special Assessment totals are only approximate, exact total must be verified with municipality

Special Assessments are paid in addition to purchase price

*Subject to Declaration of Covenants of record in the Office of the County Recorder as Doc. A397580

** Subject to mineral reservations of record as shown on the Torrens Certificate

***Subject to an Easement of record in favor of the Village of Grand Rapids recorded as Document No. T9493.

NOTE: All Platted properties are subject to the restrictions as set forth in the plat thereof.

ITASCA COUNTY TAX-FORFEITED 2022 PROPERTY AUCTION

TRACT	ACRES	PID	LOCATION	SEC	TWP	RGE	DESCRIPTION	IMPROVEMENT VALUE	LAND VALUE	TIMBER VALUE	SPECIAL ASSESS.	APPRAISED VALUE
UNPLATTED												
14	79.69	10-014-4200/4300	CARPENTER TWP	14	62	22	NW SE & SW SE LESS MN DOT ROW PLAT 31-196	$ -	**$ 43,300.00**	**$ 4,700.00**		**$ 48,000.00**
15	38.76	14-009-4200	GOODLAND TWP	9	54	22	NW SE EXCEPT HWY 65		**$ 19,100.00**	**$ 7,300.00**		**$ 26,400.00**
16	37.7	14-034-4400	GOODLAND TWP	34	54	22	SE SE EXCEPT THE EAST 66 FEET AND THE SOUTH 33 FEET THEREOF		**$ 17,300.00**	**$ 1,721.00**		**$ 19,021.00**
17	56.5	^* 23-002-1300/2400 (Split)	LAWRENCE TWP	2	57	24	SW NE & LOT 9, LYING SOUTH OF THE ROAD		**$ 55,000.00**	**$ 18,450.00**		**$ 73,450.00**
18	38.74	26-214-2100	MARCELL TWP	14	59	27	NE NW LESS HWY 286		**$ 24,050.00**	**$ 950.00**		**$ 25,000.00**
19	38.68	31-002-4200	NORE TWP	2	150	29	NW SE LESS M & I RY LESS A 50 FT ROAD RIGHT OF WAY		**$ 16,800.00**	**$ 1,180.00**		**$ 17,980.00**
20	1.52	91-030-3407 *S*	2408 SW 18TH ST, GRAND RAPIDS	30	55	25	S 200FT OF N 495FT OF E 330FT OF SE SW		**$19,800.00**	**$ 614.50**	**$ (20,031.14)**	**$ 500.00**
21	0.16	^**95-029-2205	35967 RABBIT RD, NASHWAUK	29	57	22	REV DESC 1 OF NW NW (SEE ATTACHMENT A)	**$ (1,600.00)**	**$ 2,100.00**			**$ 500.00**
WATERFRONT												
22	0.74	^06-435-3000	BEARVILLE TWP	24	60	22	OUTLOT A STURGEON LAKE		**$ 42,260.00**	**$ 240.00**		**$ 42,500.00**
23	6.46	43-010-3410	WIRT TWP	10	149	26	PT GOV'T LOT 8 (SEE ATTACHMENT A)		**$ 36,700.00**	**$ 2,300.00**		**$ 39,000.00**

S Special Assessment to be reinstated upon sale of property

NOTE: Special Assessment totals are only approximate, exact total must be verified with municipality

Special Assessment are paid in addition to purchase price.

^*Subject to an Easement for County Road 336.

^**Subject to mineral reservations of record as shown on the Torrens Certificate.

^Call Land Dept with access questions

ATTACHMENT A

95-029-2205 Legal Description (Tract 21)

GOVERNMENT LOT EIGHT (8), SECTION TEN (10), TOWNSHIP ONE HUNDRED FORTY-NINE (149) NORTH, RANGE TWENTY-SIX (26), NORTH AND WEST OF THE PLAT OF STANLEY, LESS THE FOLLOWING DESCRIBED PARCELS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF BLOCK E OF THE PLAT OF STANLEY, THENCE IN A WESTERLY CONTINUATION OF THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 220 FEET ; THENCE NORTH AT AN ANGLE OF 90 DEGREES A DISTANCE OF 260 FEET; THENCE EAST AT AN ANGLE OF 90 DEGREES A DISTANCE OF 220 FEET; THENCE SOUTH ALONG THE WEST LINE OF THE PLAT OF STANLEY TO THE POINT OF BEGINNING. AND EXCEPTING ALL THAT PART OF SAID GOVERNMENT LOT EIGHT (8), SECTION 10, TOWNSHIP 149, RANGE 26 WHICH LIE NORTH AND EAST OF A LINE WHICH WOULD BE IN THE NORTHERLY CONTINUATION OF THE WEST LINE OF SAID ABOVE DESCRIBED EXCEPTED PARCEL, SAID LINE BEING EXTENDED FROM THE NORTHWEST CORNER OF SAID ABOVE DESCRIBED EXCEPTED PARCEL TO THE BIGFORK RIVER AND SAID LINE BEING THE WESTERLY BOUNDARY OF THE PARCEL HEREBY EXCEPTED. AND BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF GOVERNMENT LOT 8, 33 FEET NORTH AND 30 FEET WEST OF THE NORTHWEST CORNER OF LOT 2 OF BINGHAM’S FIRST ADDITION TO WIRT, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 208 FEET; THENCE NORTH AND AT RIGHT ANGLES OF SAID SOUTH LINE OF LOT 8 A DISTANCE OF 208 FEET, THENCE EAST A DISTANCE OF 208 FEET, THENCE SOUTH A DISTANCE OF 208 FEET TO THE POINT OF BEGINNING. AND BEGINNING AT A POINT 33 FEET NORTH AND 30 FEET WEST OF THE NORTHWEST CORNER OF LOT 2 OF BINGHAM’S FIRST ADDITION TO WIRT; THENCE EAST ALONG THE SOUTH BOUNDARY OF GOVERNMENT LOT 8 A DISTANCE OF APPROXIMATELY 256.5 FEET TO THE INTERSECTION OF THE OLD “Y” CROSSING OF THE MINNEAPOLIS AND RAINY RIVER RIGHT-OF-WAY; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE CENTER LINE OF THE SAID “Y” CROSSING TO A POINT DIRECTLY NORTH OF THE POINT OF BEGINNING; THENCE SOUTH TO THE POINT OF BEGINNING; ACCORDING TO THE GOVERNMENT SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS OF SAID COUNTY AND STATE. EXCEPT ALL THAT PART OF GOVERNMENT LOT 8, SECTION 10, TOWNSHIP 149 NORTH, RANGE 26, WEST OF THE FOURTH PRINCIPAL MERIDIAN LYING EAST OF THE FOLLOWING DESCRIBED LINE: THE SOUTH BOUNDARY OF SAID LOT 8 IS ASSUMED AN EAST AND WEST BEARING AND THE POINT OF BEGINNING BEING A POINT ON THE SOUTH BOUNDARY A DISTANCE OF 921.2 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 208 FEET; THENCE NORTH 03 DEGREES 49 MINUTES WEST A DISTANCE OF 194.33 FEET; THENCE NORTH 16 DEGREES 35 MINUTES WEST TO THE WATER’S EDGE OF THE BIGFORK RIVER AND THERE TERMINATE.

43-010-3410 Legal Description (Tract 23)

GOVERNMENT LOT EIGHT (8), SECTION TEN (10), TOWNSHIP ONE HUNDRED FORTY-NINE (149) NORTH, RANGE TWENTY-SIX (26), NORTH AND WEST OF THE PLAT OF STANLEY, LESS THE FOLLOWING DESCRIBED PARCELS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 4 OF BLOCK E OF THE PLAT OF STANLEY, THENCE IN A WESTERLY CONTINUATION OF THE SOUTH LINE OF SAID LOT 4 A DISTANCE OF 220 FEET ; THENCE NORTH AT AN ANGLE OF 90 DEGREES A DISTANCE OF 260 FEET; THENCE EAST AT AN ANGLE OF 90 DEGREES A DISTANCE OF 220 FEET; THENCE SOUTH ALONG THE WEST LINE OF THE PLAT OF STANLEY TO THE POINT OF BEGINNING. AND EXCEPTING ALL THAT PART OF SAID GOVERNMENT LOT EIGHT (8), SECTION 10, TOWNSHIP 149, RANGE 26 WHICH LIE NORTH AND EAST OF A LINE WHICH WOULD BE IN THE NORTHERLY CONTINUATION OF THE WEST LINE OF SAID ABOVE DESCRIBED EXCEPTED PARCEL, SAID LINE BEING EXTENDED FROM THE NORTHWEST CORNER OF SAID ABOVE DESCRIBED EXCEPTED PARCEL TO THE BIGFORK RIVER AND SAID LINE BEING THE WESTERLY BOUNDARY OF THE PARCEL HEREBY EXCEPTED. AND BEGINNING AT A POINT ON THE SOUTH BOUNDARY OF GOVERNMENT LOT 8, 33 FEET NORTH AND 30 FEET WEST OF THE NORTHWEST CORNER OF LOT 2 OF BINGHAM’S FIRST ADDITION TO WIRT, THENCE WEST ALONG THE SOUTH LINE OF SAID LOT 8 A DISTANCE OF 208 FEET; THENCE NORTH AND AT RIGHT ANGLES OF SAID SOUTH LINE OF LOT 8 A DISTANCE OF 208 FEET, THENCE EAST A DISTANCE OF 208 FEET, THENCE SOUTH A DISTANCE OF 208 FEET TO THE POINT OF BEGINNING. AND BEGINNING AT A POINT 33 FEET NORTH AND 30 FEET WEST OF THE NORTHWEST CORNER OF LOT 2 OF BINGHAM’S FIRST ADDITION TO WIRT; THENCE EAST ALONG THE SOUTH BOUNDARY OF GOVERNMENT LOT 8 A DISTANCE OF APPROXIMATELY 256.5 FEET TO THE INTERSECTION OF THE OLD “Y” CROSSING OF THE MINNEAPOLIS AND RAINY RIVER RIGHT-OF-WAY; THENCE IN A NORTHWESTERLY DIRECTION ALONG THE CENTER LINE OF THE SAID “Y” CROSSING TO A POINT DIRECTLY NORTH OF THE POINT OF BEGINNING; THENCE SOUTH TO THE POINT OF BEGINNING; ACCORDING TO THE GOVERNMENT SURVEY THEREOF ON FILE AND OF RECORD IN THE OFFICE OF THE REGISTER OF DEEDS OF SAID COUNTY AND STATE. EXCEPT ALL THAT PART OF GOVERNMENT LOT 8, SECTION 10, TOWNSHIP 149 NORTH, RANGE 26, WEST OF THE FOURTH PRINCIPAL MERIDIAN LYING EAST OF THE FOLLOWING DESCRIBED LINE: THE SOUTH BOUNDARY OF SAID LOT 8 IS ASSUMED AN EAST AND WEST BEARING AND THE POINT OF BEGINNING BEING A POINT ON THE SOUTH BOUNDARY A DISTANCE OF 921.2 FEET WEST OF THE SOUTHEAST CORNER OF SAID LOT 8; THENCE NORTH 208 FEET; THENCE NORTH 03 DEGREES 49 MINUTES WEST A DISTANCE OF 194.33 FEET; THENCE NORTH 16 DEGREES 35 MINUTES WEST TO THE WATER’S EDGE OF THE BIGFORK RIVER AND THERE TERMINATE.

ITASCA COUNTY ONLINE LAND SALES: TERMS AND CONDITIONS

CONTRACT

An award of sale is a contract between the winning bidder and Itasca County, upon the terms and conditions set forth herein. Itasca County may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

The County Board is by law designated to provide terms for the sale of such land and such parcels shall be sold on the following terms, to wit: Tracts will be sold by online auction to the highest bidder at not less than the appraised tract value listed. Bidding shall be by ONLINE BID ONLY.

RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING THE TERMS OF SALE

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

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

THEREFORE, BE IT RESOLVED, that the Notice Of Tax-Forfeited Land Sale be given by publication in the official newspaper of the County as provided by law, that the parcels of land will be sold by online auction at publicsurplus.com and that such sale shall commence at 10:00 A.M. on OCTOBER 17, 2022 and closes on October 28, 2022 at 10:00 A.M.

GUARANTEE WAIVER

The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235 and any associated liabilities. No representation is made as to the condition of the structure, its fixtures or contents, or their suitability for any particular use.

Itasca County makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Buyer is not entitled to any payment for loss of profit or any other money damages, including but not limited to special, direct, indirect, or consequential damages.

NO DESCRIPTION WARRANTY

Itasca County is not responsible for any omissions or errors in description of items being offered for sale. It shall be the bidder's responsibility to inspect and satisfy him or herself as to the details and conditions of the item offered before entering a bid. Itasca County does not attest to the authenticity of any item.

INSPECTION

Bidders may inspect the property prior to bidding. Please contact the Itasca County Land Department at 1177 LaPrairie Avenue, Grand Rapids, MN 55744 (218) 327-2855 or cindy.shevich@co.itasca.mn.us to arrange to see the property for such an inspection.

CONSIDERATION OF BID

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

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

Itasca County Land Commissioner reserves the right to reject any and all bids and to withdraw from sale any of the property listed before a notice of award is delivered. Any person or entity, or entity controlled by such person, is a prohibited purchaser or bidder, if said person or entity is delinquent on real or personal property taxes in Itasca County.

If you are interested in purchasing tax forfeited property on public auction, you must pay all of your delinquent taxes prior to purchasing or bidding.

DISCLAIMERS

Withdrawal:

The right to withdraw or add any parcels to this list is hereby reserved by the County Land Commissioner and all sales will be considered FINAL>

Bidding:

Properties must first be offered at a public auction. All property will be sold to the highest responsible bidder. Bidding will begin at the minimum bid specified on the list.

If parcel is not sold at auction, it will be for sale, over-the-counter, on a first come, first served basis, until such time as the County Board or Land Commissioner may order a reappraisal, or withdraw said lands from sale. The county reserves the right to reject any bidder who has defaulted on a land sale contract

Zoning:

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

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

Properties sold by the Itasca County Land Department are subject to local zoning ordinances. Please contact your local zoning administrator to obtain copies of these ordinances. No structure or part thereof shall be erected, constructed, moved or structurally altered, and no land shall change in use until the local zoning authority has approved and issued a land use permit.

Boundaries:

Itasca County is not responsible for locating boundaries on tax-forfeited lands.

Subject To:

All sales are subject to existing liens, leases, easements, deed restrictions, dedications, and rights-of-way. Most mortgages and liens, except Federal and State Liens, are canceled at forfeiture. It is the responsibility of each potential Buyer to thoroughly research this information.

Assessments:

Any lands offered for sale may be subject to unpaid assessments against the property. Before purchasing, any prospective buyer should consult the City Office for properties in the City of Grand Rapids, or the City/Town Clerk for all other locations, in respect to any unpaid assessments that may exist. Any assessments against the property for public improvements after the property forfeited to the state shall be assessed against the property and paid for at the time of purchase, pursuant to Minnesota Statutes, 282.01, Subd. 3. Any municipality or other public authority is authorized to make a reassessment or a new assessment to a parcel in an amount equal to the remaining unpaid original assessment at the time of forfeiture (Minnesota Stat. 429.071, Subd. 4 and 435.23).

Restrictive Covenants:

Some non-platted lands listed for sale may contain non-forested marginal land or wetland as defined in Minnesota Statutes. The deed for these parcels will contain a restrictive covenant, which will prohibit enrollment of the lands in a state funded program providing compensation for conservation of marginal land or wetlands. Notice of the existence of non-forested marginal land or wetlands will be available to prospective bidders upon request.

Wetlands:

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

Itasca County has not performed any wetland delineation on parcels offered for sale, unless otherwise noted. No refunds will be made due to presence of wetlands.

Minerals and mineral rights:

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

Lead:

Some properties may present exposure to lead from lead-based paint that may place young children at risk of developing lead-based poisoning. If you are interested in purchasing a single family dwelling built prior to 1978, you have the right to conduct a risk assessment or inspection for lead-based paint hazards, at your expense, at least ten (10) days before the sale date. Contact the Itasca County Land Department, 1177 LaPrairie Avenue, Grand Rapids, MN 55744, phone no. 218-327-2855, to arrange to see the property for such an inspection or assessment.

Radon:

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

Department of Health's Radon in Real Estate Transactions publication to any purchaser of residential tax-forfeited or direct county property.

Fees:

The County Auditor shall charge and collect in full at the time of sale for the State of Minnesota an assurance fee of 3% of the total sale price of the land, timber and structures. Additional fees such as recording fees, deed fees, and deed taxes will be explained at the time of closing. Purchaser is required to pay a fee of $50.00 for recording the well certificate where applicable, prior to the Auditor/Treasurer delivering the deed to the purchaser.

Down Payment:

For each parcel of land sold, a down payment must be paid at the time of the sale, or the parcel will be sold to the next highest bidder. The County reserves the right to require payment in full at time of sale if the bidder has previously defaulted on a land sale contract or repurchase agreement. Payment must be made by certified funds if purchaser has ever made payment that has been returned non-sufficient funds (NSF).

Timber:

For those parcels for which there is an estimated volume of timber, the value of the timber must be paid in full at the time of purchase, in addition to the down payment stated above. If a parcel with timber sells for more than the list price, the amount bid in excess of the list price will be allocated between the land and the timber in proportion to the respective totals. The amount allocated to timber must be paid in full at the time of purchase.

Access:

ITASCA COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO ACCESS TO STATE TAX FORFEITED LANDS SOLD. ALL LANDS ARE SOLD AS IS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND.

NOTICE OF AWARD

Successful bidders will receive a Notice of Award by email from PublicSurplus.com

BUYER PREMIUM

A Buyer Premium of 5% will be added to the final sale price with a $1 minimum charge per auction to collect payment. The premium will be visible during the bidding process and will be included in the payment required. Public Surplus requires a bid deposit when registering as a bidder for the online auction.

PAYMENT

Amount Due Upon Sale:

Down Payment:

The appraised value of timber products listed and 10% of the total sale value or $500.00, whichever is greater. No timber or earthen materials shall be removed, cut or damaged until the entire purchase price for the parcel is paid in full. All sales values under $501.00 are due the day of the sale.

State Assurance Fee:

3% of total sale price of land, timber and structures. This percentage is state mandated and goes into the State's General Fund to cover losses in the event that the state has to defend its right to forfeit land.

Assessments:

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

Timber Value:

Paid in full at the time of sale. Please note: The timber value increases the same percentage as the sale bids up.

Recording Fee:

$46.00 or as set by the County Recorder. In the event of Torrens Property there may be additional recording fees. If there is a well on the property, it an additional $50.00 for well disclosure.

Deed Fee:

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

Deed Tax:

0.0033 times the purchase price. A deed tax of $1.65 for the all purchase prices $3,000.00 or less. If purchase price is over $3,000.00, a Federal ID or Social Security Number is required.

PAYMENT REQUIREMENTS

Payment must be made payable to the Itasca County Auditor. Payment in full is due within 10 days of receipt of invoice and Purchase Agreement.

Previous Default: Payment is required in full, if purchaser(s) has previously defaulted on a purchase or repurchase contract. Payment must be made by certified funds if purchaser has ever made payment that has been returned non-sufficient funds (NSF).

CONFLICT OF INTEREST

Itasca County officials/employees are prohibited from using privileged government data obtained through their position to further their own private interests.

As per Minnesota Statute 282.016, the direct or indirect purchase of tax forfeited land by individuals employed with the office of the County Auditor-Treasurer, Court Administrator of the District court, County Assessor, or Land Department, is prohibited.

OBLIGATION OF BIDDER

At the time of auction's closing, each bidder will be presumed to have inspected the site and to have read and to be thoroughly familiar with any and all plans, contract documents (including any addenda), and documents attached to the auction listing.

The failure or omission of any bidder to inspect the site or examine any form, instrument or document shall in no way relieve any bidder from any obligation in respect to their bid.

Your bid is the same as a contract - Please only bid on land you are serious about buying. Bogus Bidders will be blocked. A winning bid constitutes a legally binding contract.

DEFAULT

Default shall include (1) failure to observe these terms and conditions; or (2) failure to make good and timely payment; Default may result in termination of the bid contract and suspension from participation in all future sales until the default has been cured.

If the Buyer fails in the performance of their obligations, Itasca County may exercise such rights and pursue such remedies as are provided by law.

ACCEPTANCE OF TERMS AND CONDITIONS

By submitting a bid, the bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of Online Sales, and agrees to pay for, if the bid is accepted, by the dates and times specified.

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

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

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2185

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:
1. Citizen Input

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

CITIZEN INPUT
SIGN-UP SHEET

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.

By signing, you agree that you have read and agree to the terms set forth above.

DAVID G. HOLMBECK

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2385

DEPARTMENT: Human Resources **TIME REQUESTED:** 5 Minutes
PRESENTER: Lynn Hart

AGENDA ITEM:
Fringe Benefits - County Commissioners

BOARD ACTION REQUESTED:
Discuss updates to the Finge Benefits - County Commissioners document to reflect changes in health care providers and clarify whether a specific number of terms must be served before retirement health insurance benefits may be earned for Commissioners who retire from county service. Discuss adding language that health insurance benefits will be coordinated with a County retiree who becomes an elected County Commissioner.

BACKGROUND:
The Fringe Benefits - County Commissioners document has been updated a few times since 2018 to reflect the changes in health care providers. During the December 18, 2018 update, additional retirement language was added that conflicts with the current retirement language in the document. I would like to discuss either removing the newly added language or removing the older language. See the Retiree Insurance language on the current Fringe Benefit document.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. County Commissioners Fringe Benefits 81022

Motion To: Keep the 3 step premium participation language not to exceed $10,000.

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

Motion To: Approve Health Insurance Benefit Coordination language as presented.

RESULT:	**WITHDRAWN**
MOVER:	Commissioner Davin Tinquist
SECONDER:	Commissioner Burl Ives

It was the consensus of the County Board to direct staff to update the Health Insurance Benefit Coordination language and place it on a future Consent Agenda for approval.

FRINGE BENEFITS—COUNTY COMMISSIONERS

The following fringe benefits for County Commissioners are effective 01/01/2022 and until declared otherwise by the Itasca County Board. Fringe Benefits—County Commissioners was updated on TBD.

INSURANCE – Commissioners shall be eligible for hospital/medical and life insurance benefits the first day of the term. The High Deductible Plan (Option 1) $1750/$3500 (in 2022) Deductible or the High Deductible Plan (Option 2) $3500/$7000 (in 2022) both with a Health Savings Account (HSA), shall be the hospital medical insurance coverage for all eligible Commissioners. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

The County will pay 80% of the annual deductible on the single or family coverage, via a contribution into an HSA if eligible, and the Commissioner will pay 20% of the annual deductible on the single or family coverage while the Commissioner is enrolled in the Plan. The County portion of the deductible will be pro-rated by the number of months the Commissioner is enrolled in the plan for Commissioners who enroll in the plan mid-year.

The premium participation for said plans shall be eighty 80% by County and 20% by Commissioner.

Commissioners and Retired Commissioners enrolled in a County sponsored health insurance plan who are ineligible for an HSA contribution shall have the option for the County's portion of the annual deductible to be contributed to a VEBA.

LIFE INSURANCE - The County will provide and pay the entire premium for the present group life insurance in the amount of $25,000 for each eligible Commissioner, said insurance includes Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage, both with a double indemnity clause. Active Commissioners may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents, at their own expense. Both Basic Life and AD&D insurance coverage amounts reduce to 65% at age 65, 50% at age 70 and 35% for age 75 and over. All County provided insurance and Commissioner elected additional insurance will terminate upon the Commissioner leaving office.

DENTAL INSURANCE - Upon the first day of the term, and provided all necessary application forms have been completed, the County will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent. The premium participation shall be: The County shall pay the full single premium and 80% of the dependent's cost of said insurance. The Commissioner shall pay 20% of the dependent's cost of said insurance. The Commissioner shall have the option of enrolling in the program upon assuming official elected Commissioner responsibility or during an open enrollment period. The County will provide the maximum annual benefit of $1,500.

FLEXIBLE SPENDING ACCOUNT: The County may provide flexible spending account programs. Commissioners may elect to participate.

RETIREE INSURANCE - Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) $1750/$3500 (in 2022) deductible or the High Deductible Plan (Option 2) $3,500/$7,000 (in 2022) Deductible both with a Health Savings Account (HSA) or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans. It is agreed that, for Commissioners~~employees~~ who retire ~~on or after January 1st, 2019~~, the County~~Employer~~ shall pay the full single premium and 50% of the dependency coverage cost, and the balance of 50% of dependency cost shall come from the retire~~de~~ Commissioner until their health insurance cap is exhausted. The County ~~Employer~~ shall pay 80% of the annual deductible via an HSA or VEBA contribution on the single or family coverage and the retire~~de~~ Commissioner shall pay 20% of the annual deductible on single or family coverage while the retire~~de~~ Commissioner is enrolled in the plan, until their health insurance cap is exhausted. The retire~~de~~ Commissioner may choose either of the high deductible health plans with a VEBA or HSA contribution from the County. The retire~~de~~ County Commissioner must designate which health plan option and deductible option (HSA or VEBA) upon retirement. The County portion of the deductible will be pro-rated by the number of months the retire~~de~~ Commissioner is enrolled in the plan for those who enroll mid-year. If the retire~~de~~ Commissioner's health insurance cap is exhausted, the retire~~de~~ Commisioner may continue to stay on the county-sponsored health insurance plan and will pay 100% of the premium and 100% of the deductible. When a retire~~de~~ Commissoiner reaches age 65, the retire~~de~~ Commissioner will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retire~~de~~ Commissioner until their health insurance cap is exhausted. A Commissioner~~n employee~~ must have a minimum of 10 years of service with Itasca County to be eligible for County payment toward hospital medical insurance upon retirement and have reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA).

Premium participation shall be:

-for 1 **full** term served by the retired County Commissioner, s/he will be eligible for 50% of Employer share of single insurance with the balance 50% paid by the retiree, and is eligible to purchase family coverage

-for 2 **full** terms served by the retired County Commissioner, s/he will be eligible for 75% of Employer share of single insurance with the balance 25% paid by the retiree, and is eligible to purchase family coverage

-for 3 **full** terms served by the retired County Commissioner, s/he will be eligible for 100% of Employer share of single insurance and is eligible to purchase family coverage.

"Full term" is defined as outlined in MN 375.03--elected for a term of four years--and Itasca County will recognize any partial term that exceeds 3 years to be considered a full term.

The maximum County payment for retirement group insurance premiums shall not exceed $10,000.

Health insurance benefits will be coordinated with an Itasca County retiree who becomes an elected Itasca County Commissioner.

If the elected County Commissioner becomes totally disabled prior to retirement, upon meeting the qualifications outlined below, s/he shall be eligible to receive Employer paid single health insurance upon receipt of due proof that:

a. the individual has become and remains totally disabled by bodily injury or disease to the extent that s/he is unable to perform any work for compensation or profit or to engage in any business or occupation; and

b. such total disability began while the individual was an elected of Itasca County; and

c. such total disability qualifies under the eligibility stipulations set by the Minnesota Public Retirement Association and/or Federal Social Security.

This is not an employment contract and may be amended in accordance with Minnesota Statutes and as conferred by the County Board.

i:\users\chr\wpdata\ItCoPolicy\Contracts\FringeBenefitsCountyCommissioners.wpd
12/06/1999; 12/21/1999;11/27/2007 updated for dental and health insurance; 06/12/2018; 12/12/2018; 6/23/2020; TBD

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

Tuesday, August 16, 2022

REQUEST FOR BOARD ACTION: RBA-2022-2546

DEPARTMENT: Administrative Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Kory Cease, Brett Skyles

AGENDA ITEM:
Conditions for the Canisteo Pit Water Appropriations Permit

BOARD ACTION REQUESTED:
Discuss Conditions for the Canisteo Pit Water Appropriation Permit

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Conditions for the Canisteo Pit Water Appropriation Permit (002)

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

Conditions for the Canisteo Pit Water Appropriation Permit – Issued to Itasca County

Liability

This permit does not assign liability, either financial or dewatering efforts, for water level management of the Canisteo Legacy Mine Pit to Itasca County.

Pumping Monitoring, Maintenance and Costs

The DNR is responsible for all site maintenance, pumping, monitoring and equipment maintenance as well as all costs associated with the appropriation authorized by this permit and will remain so for the duration of this authorization.

Response to Unacceptable Impacts

Should monitoring show unacceptable impacts to public health, to public safety, or to the public interests in lands and waters are being, or could potentially be, caused by the appropriation authorized under this permit, the DNR shall develop and implement appropriate adaptive management or mitigation strategies. If adaptive management or other mitigation strategies are insufficient to remedy the unacceptable impacts, the DNR shall reduce or suspend dewatering.