



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, August 15, 2023

2:30 PM

Itasca County Boardroom

FINAL

WORK SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Absent	
Burl Ives	District #4	Absent	
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.3 (Liquor License) and approve the agenda, as amended.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, Casey Venema
ABSENT:	John Johnson, Burl Ives

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 8, 2023 County Board Regular Session.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Casey Venema
ABSENT:	John Johnson, Burl Ives

V. RECOMMENDED FOR CONSENT AGENDA

1. Approve the Truancy Prevention Contract between ICHHS and Ross Resources, Ltd., for the period of September 1, 2023 through August 1, 2024.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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2. Authorize the IMCare Director to sign the 3 year Metastar HEDIS auditing contract.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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3. Authorize the IMCare Director to sign the 3 year Metastar Data Validation auditing contract.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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4. Approve final payment for Contract 59201 - Harris Township Sunny Beach Road and authorize the County Board Chairperson and Clerk to the County Board to sign the certificate of final payment.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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5. Approve the reallocation of (1) Engineering Technician to (1) Civil Design Engineer in the Transportation Department.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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6. Approve easement granted to the State of Minnesota, in trust for the taxing districts, for snowmobile use by the general public and ingress and egress for the purpose of timber management over and across that portion of the Northwest Quarter of the Northeast Quarter, lying West of Aspen Drive and the Northeast Quarter of the Northwest Quarter, Section 10, Township 54, Range 25.

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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VI. DISCUSSION / INFORMATIONAL

1. Citizen Input

No citizen input provided.

2. Itasca Nursing Home - Grand Village Update

County Administrator Brett Skyles provided an update regarding Itasca Nursing Home-Grand Village, including information regarding the management transition process.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Liquor License

Motion To: Approve new On-Sale, Off-Sale, and Sunday Liquor Licenses for Michelle Carrigan dba R-Bar and Grille LLC, located at 16211 Half Circle Drive, Pengilly, MN 55775.

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Casey Venema
ABSENT:	John Johnson, Burl Ives

VII. COMMITTEE REPORTS

Commissioner Venema reported on his attendance at a recent Western Mesabi Mine Planning Board (WMMPB) meeting.

Commissioner Smith reported on his attendance at IT Director interviews and a recent Squaw Lake City Council meeting, as well as a meeting with the Land Department and snowmobile clubs.

Commissioner Snyder reported on his attendance at recent Fairgrounds Task Force, Trails Task Force, Itasca County Township Association (ICTA), and Lights in the Pines meetings, as well as meetings with Itasca Economic Development Corporation (IEDC) and Community and Economic Development Associates (CEDA), and The Forge grand opening event.

VIII. ADMINISTRATOR UPDATE

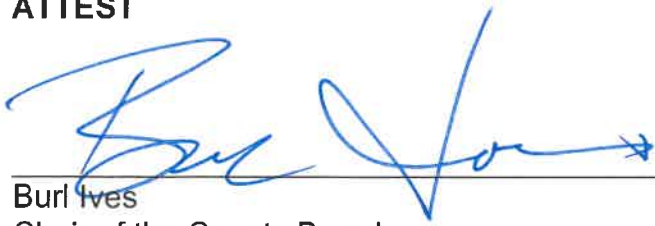
IX. COMMISSIONER COMMENTS

X. CLOSED SESSIONS

XI. ADJOURN

Vice Chair Snyder adjourned the meeting at 2:41 PM.

ATTEST



Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



August 15, 2023

Chair:

PULL: None

ADDITIONS:

1. Item #6.3 – Liquor License

CHANGES: None

INFORMATIONAL: None



ITASCA COUNTY BOARD OF COMMISSIONERS

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

Tuesday, August 8, 2023

2:30 PM

Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

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

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Present	2:30 PM
John Johnson	District #3	Present	2:30 PM
Burl Ives	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Approve the agenda, as presented.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Cory Smith
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 1, 2023 County Board Work Session.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

V. CONSENT AGENDA

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

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Terry Snyder
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

1. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Pokegama Dental PLLC, effective 9/1/23.
2. Authorize IMCare Director and County Board chair to sign the contract between IMCare and Iron Range Mental Health.
3. Approve earthen materials lease located in S1/2_SW1/4, Section 7, and NENW, Section 18, all in Township 59 North, Range 24 West (Unorganized Township) to Ulland Bothers, Inc. and authorize necessary signatures.

4. Authorize the Itasca County Board Chair and County Administrator to sign the 2022 Emergency Management Performance Grant (EMPG) in the amount of \$36,948.00 which is an agreement between the Commission of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and Itasca County.
5. Authorize the Itasca County Board Chair and County Administrator to sign the 2022 Emergency Management Performance American Rescue Plan Act Grant in the amount of \$59,712.00 which is an agreement between the Commission of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and Itasca County.

VI. REGULAR AGENDA

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

Welcome to new employee Matthew Sheppard, Highway Maintenance Worker with Road & Bridge Division of the Transportation Department, effective July 31, 2023.

Welcome to new employee Samantha Schultz, Deputy Sheriff/Road Deputy with Sheriff Department, effective July 31, 2023.

Welcome to new employee Reid Holum, Deputy Sheriff/Road Deputy with Sheriff Department, effective August 1, 2023.

Welcome to new employee James Remmers, Highway Maintenance Worker with Road & Bridge Division of the Transportation Department, effective August 7, 2023.

Welcome to new employee Lucas Magnusson, Deputy Sheriff/Road Deputy with Itasca County Sheriff Department, effective August 7, 2023.

RESULT:	INFORMATIONAL - NO ACTION TAKEN
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3. Commissioner Warrants
Motion To: Approve Commissioner Warrants with a check date of August 11, 2023, in the amount of \$2,262,364.34.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

4. Bridge Bonding Agreement for SAP 031-598-032 – CR 336 Bridge Replacement
Motion To: Adopt the Resolution Re: Agreement to State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions for SAP 031-598-032, which authorizes entering into Mn/DOT Agreement No. 1054399 for Bridge Funding.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

5. 2022-2024 AFSCME Local 1452 Updated Letter of Agreement – Sub-foreman Assignment
Motion To: Approve and authorize necessary signatures for the 2022-2024 AFSCME Local 1452 Updated Letter of Agreement for Sub-foreman Assignments.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, Terry Snyder, John Johnson, Burl Ives, Casey Venema

VII. COMMISSIONER COMMENTS

Commissioner Snyder provided comment regarding recent Budget Work Sessions, as well as the next meeting scheduled for Tuesday, August 22, 2023 beginning at 9 AM in the Boardroom of the Itasca County Courthouse.

Commissioner Ives provided comment regarding the recently held Tall Timber Days event.

VIII. CLOSED SESSIONS

IX. ADJOURN

Chair Ives adjourned the meeting at 2:47 PM.

ATTEST

Burl Ives
Chair of the County Board

Brett Skyles
Clerk of the County Board



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 15, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3218

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, 2023 through August 1, 2024.

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 \$453,000.00 paid for by the Local Collaborative Time Study.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Ross Resources-Truancy 2023-2024

08/15/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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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, 2023 through August 31, 2024**.

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: (9/1/2023 – 8/31/2024): not to exceed \$453,000.00

(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 _____
(Director, Itasca County Health and Human Services)

BY _____
(Director, Contracting Agency)

DATED _____

DATED _____

BY _____
(Chairperson, Itasca County Board of Commissioners)

BY _____
(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 15, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3219

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

Metastar HEDIS Contract

BOARD ACTION REQUESTED:

Authorize the IMCare Director to sign the 3 year Metastar HEDIS auditing contract.

BACKGROUND:

Request board approval for IMCare Director to sign the 3 year Metastar HEDIS auditing contract. This audit is a DHS and CMS requirement. IMCare has worked with Metastar for many years and has a good working relationship. The contract rates are:

2024 \$31,890

2025 \$31,890

2026 \$31,890

COUNTY ATTORNEY REVIEW: Previously reviewed and approved - no contract language change from the current agreement.

SUPPORTING DOCUMENTATION:

1. Itasca 2024-2026 HEDIS SOW 3_7.20.2023

08/15/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 15, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3220

DEPARTMENT: Health & Human Services

TIME REQUESTED: < 5 Minutes

PRESENTER: Sarah Anderson

AGENDA ITEM:

Metastar Data Validation Contract

BOARD ACTION REQUESTED:

Authorize the IMCare Director to sign the 3 year Metastar Data Validation auditing contract.

BACKGROUND:

Request board approval for IMCare Director to sign the 3 year Metastar Data validation auditing contract. This audit is a CMS requirement. IMCare has worked with Metastar for many years and has a good working relationship. The contract rates are:

2024 \$27,000

2025 \$27,000

2026 \$27,000

COUNTY ATTORNEY REVIEW: Previously reviewed and approved - no contract language change from the current agreement.

SUPPORTING DOCUMENTATION:

1. Itasca Medical Care 2023-2026 Data Validation SOW 2_7.21.2023

08/15/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 15, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3225

DEPARTMENT: Transportation

TIME REQUESTED: < 5 Minutes

PRESENTER: Ryan Sutherland

AGENDA ITEM:

Contract 59201 - Harris Township Sunny Beach Road Final Payment

BOARD ACTION REQUESTED:

Approve final payment for Contract 59201 - Harris Township Sunny Beach Road and authorize the County Board Chairperson and Clerk to the County Board to sign the certificate of final payment.

BACKGROUND:

Contract 59201 is a Harris Township road project on Sunny Beach Road funded by Harris Township and a Local Road Improvement Project grant. The LRIP grant requires the county to oversee the project. No county funds were used towards construction. The project is complete and it is recommended that final payment be made.

Bid Amount: \$1,731,486.25

Final Amount: \$1,603,666.96

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:

1. Certificate of Final Payment
2. 031-592-001FinConVouch

08/15/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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CERTIFICATE FOR FINAL PAYMENT

State Of Minnesota
County of Itasca

Project No.: SAP 031-592-001
Contract No.: 59201

The County Board of Itasca County hereby recognizes that the work done by Hawkinson Construction, Inc. of Grand Rapids, MN, under contract with Itasca County, made and entered into on July 26, 2022, relating to the furnishing of materials, and/or, the construction of the above named project has been completed.

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

Dated: _____, 2023

Signed: _____
Chairman, Itasca County Board

Clerk to the County Board

Contract Number: 59201
 Final Pay Request Number: 8

Project Number	Project Description
SAP 031-592-001	Sunny Beach Road

Contractor: Hawkinson Construction Co., Inc. 501 W Co Rd 63 Grand Rapids, MN 55744	Vendor Number: 3050 Up To Date: 07/13/2023
---	---

Contract Amount**Funds Encumbered**

Original Contract	\$1,731,486.25	Original	\$1,731,486.25
Contract Changes	\$0.00	Additional	N/A
Revised Contract	\$1,731,486.25	Total	\$1,731,486.25

Work Certified To Date

Base Bid Items	\$1,603,666.96
Contract Changes	\$0.00
Material On Hand	\$0.00
Total	\$1,603,666.96

Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 031-592-001	\$3,386.00	\$1,603,666.96	\$0.00	\$1,560,273.94	\$43,393.02	\$1,603,666.96

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$3,386.00	\$1,603,666.96	\$0.00	\$1,560,273.94	\$3,386.00	\$1,603,666.96
Percent: Retained: 0%			Percent Complete: 92.62 %		
Amount Paid this Final Pay Request: \$43,393.02					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By



County Engineer

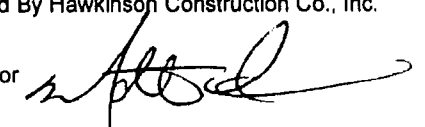
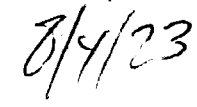
Date



Approved By Hawkinson Construction Co., Inc.

Contractor

Date

Payment Summary				
No.	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2022-09-15	\$230,329.90	\$11,516.50	\$218,813.40
2	2022-09-28	\$131,035.08	\$6,551.75	\$124,483.33
3	2022-10-13	\$15,395.75	\$769.79	\$14,625.96
4	2022-10-31	\$613,810.00	\$30,690.50	\$583,119.50
5	2022-11-10	\$2,412.00	(\$24,703.97)	\$27,115.97
6	2023-06-01	\$552,238.61	\$13,805.96	\$538,432.65
7	2023-06-20	\$55,059.62	\$1,376.49	\$53,683.13
8	2023-07-13	\$3,386.00	(\$40,007.02)	\$43,393.02

Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
Boat Landing	2	\$5,207.10	\$0.00	\$5,076.93	\$130.17	\$5,207.10
Roadway	1	\$1,598,459.86	\$0.00	\$1,555,197.01	\$43,262.85	\$1,598,459.86

Accounting Number	Funding Source	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
1	LRIP	\$31,250.01	\$1,250,000.00	\$1,250,000.00	\$1,250,000.00
2	Local	\$12,143.01	\$481,486.25	\$481,486.25	\$353,666.96

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	1	2011.601/00003	CONSTRUCTION SURVEYING	LS	\$7,500.00	1	0	\$0.00	1	\$7,500.00
Base Bid	2	2021.501/00010	MOBILIZATION	LS	\$88,000.00	1	0	\$0.00	1	\$88,000.00
Base Bid	3	2101.501/00020	CLEARING AND GRUBBING	LS	\$1,200.00	1	0	\$0.00	1	\$1,200.00
Base Bid	4	2104.502/01240	REMOVE SIGN TYPE C	EACH	\$300.00	2	2	\$600.00	2	\$600.00
Base Bid	5	2104.503/00255	REMOVE PIPE CULVERTS	L F	\$6.00	104	0	\$0.00	104	\$624.00
Base Bid	6	2104.503/00205	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	L F	\$3.00	124	0	\$0.00	124	\$372.00
Base Bid	7	2104.503/00195	SAWING CONCRETE PAVEMENT (FULL DEPTH)	L F	\$3.00	70	0	\$0.00	70	\$210.00
Base Bid	8	2104.504/00120	REMOVE BITUMINOUS PAVEMENT	S Y	\$5.00	36	0	\$0.00	36	\$180.00
Base Bid	9	2104.504/00090	REMOVE CONCRETE PAVEMENT	S Y	\$12.00	95	0	\$0.00	95	\$1,140.00
Base Bid	10	2108.504/00035	GEOTEXTILE FABRIC TYPE 5	S Y	\$1.75	6822	0	\$0.00	5436	\$9,513.00
Base Bid	11	2105.607/00290	SELECT GRANULAR BORROW (CV)	C Y	\$16.00	5972	0	\$0.00	1937	\$30,992.00

Contract Item Status

Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	12	2105.607/00050	SUBGRADE EXCAVATION	C Y	\$11.25	5972	0	\$0.00	1370	\$15,412.50
Base Bid	13	2105.607/00015	COMMON EXCAVATION	C Y	\$24.00	53	0	\$0.00	53	\$1,272.00
Base Bid	14	2112.519/00010	SUBGRADE PREPARATION	RDST	\$180.00	14.75	0	\$0.00	8.2	\$1,476.00
Base Bid	15	2118.507/00110	AGGREGATE SURFACING (CV) CLASS 1	C Y	\$58.00	411	0	\$0.00	1052.82	\$61,063.56
Base Bid	16	2118.507/00150	AGGREGATE SURFACING (CV) CLASS 5	C Y	\$49.00	279	0	\$0.00	108	\$5,292.00
Base Bid	17	2211.507/00170	AGGREGATE BASE (CV) CLASS 5	C Y	\$29.00	2770	0	\$0.00	2770	\$80,330.00
Base Bid	18	2215.504/00010	FULL DEPTH RECLAMATION	S Y	\$2.05	49878	0	\$0.00	49878	\$102,249.90
Base Bid	19	2215.507/00010	HAUL FULL DEPTH RECLAMATION (LV)	C Y	\$13.00	1806	0	\$0.00	665	\$8,645.00
Base Bid	20	2360.509/23300	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C)	TON	\$82.00	7196	0	\$0.00	6991	\$573,262.00
Base Bid	21	2360.509/13300	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C)	TON	\$85.00	5758	0	\$0.00	5778.53	\$491,175.05
Base Bid	22	2501.502/01018	18" CS PIPE APRON	EACH	\$1,500.00	2	0	\$0.00	2	\$3,000.00
Base Bid	23	2501.502/01021	21" CS PIPE APRON	EACH	\$1,900.00	2	0	\$0.00	2	\$3,800.00
Base Bid	24	2503.503/02180	18" CS PIPE SEWER	L F	\$66.00	21	0	\$0.00	21	\$1,386.00
Base Bid	25	2503.503/02210	21" CS PIPE SEWER	L F	\$71.00	78	0	\$0.00	78	\$5,538.00
Base Bid	26	2511.504/00014	GEOTEXTILE FILTER TYPE 4	S Y	\$22.50	28	0	\$0.00	28	\$630.00
Base Bid	27	2511.507/00014	RANDOM RIPRAP CLASS III	C Y	\$105.00	8	0	\$0.00	8	\$840.00
Base Bid	28	2531.504/00060	6" CONCRETE DRIVEWAY PAVEMENT	S Y	\$135.00	81	0	\$0.00	81	\$10,935.00
Base Bid	29	2540.602/00158	RELOCATE MAIL BOX	EACH	\$160.00	25	3.75	\$600.00	39.75	\$6,360.00
Base Bid	30	2563.601/00010	TRAFFIC CONTROL	LS	\$14,000.00	1	0	\$0.00	1	\$14,000.00
Base Bid	31	2564.518/00130	SIGN PANELS TYPE C	S F	\$160.00	12.5	12.5	\$2,000.00	12.5	\$2,000.00
Base Bid	32	2573.501/00025	STABILIZED CONSTRUCTION EXIT	LS	\$2,100.00	1	0	\$0.00	1	\$2,100.00

Contract Item Status										
Base/Alt	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Base Bid	33	2573.502/00140	CULVERT END CONTROLS	EACH	\$125.00	2	1	\$125.00	2	\$250.00
Base Bid	34	2573.503/00023	SILT FENCE, TYPE MS	L F	\$3.49	2619	0	\$0.00	2609	\$9,105.41
Base Bid	35	2573.503/00060	SEDIMENT CONTROL LOG TYPE STRAW	L F	\$4.49	2556	0	\$0.00	2408	\$10,811.92
Base Bid	36	2574.507/00100	COMMON TOPSOIL BORROW	C Y	\$36.00	297	0	\$0.00	196	\$7,056.00
Base Bid	37	2575.504/00320	ROLLED EROSION PREVENTION CATEGORY 20	S Y	\$2.00	1913	0	\$0.00	673	\$1,346.00
Base Bid	38	2575.505/00021	SEEDING	ACRE	\$2,500.00	0.37	0.02	\$50.00	0.17	\$425.00
Base Bid	39	2575.505/00040	WEED SPRAYING	ACRE	\$1,500.00	0.19	0	\$0.00	0	\$0.00
Base Bid	40	2575.506/00010	WEED SPRAY MIXTURE	GAL	\$1,500.00	0.19	0	\$0.00	0	\$0.00
Base Bid	41	2575.601/00030	EROSION CONTROL	LS	\$5,000.00	1	0	\$0.00	1	\$5,000.00
Base Bid	42	2575.508/36311	SEED MIXTURE 36-311	LB	\$44.00	13	0.25	\$11.00	7.25	\$319.00
Base Bid	43	2582.503/34104	4" SOLID LINE MULTI-COMPONENT (WR)	L F	\$0.65	33359	0	\$0.00	31865	\$20,712.25
Base Bid	44	2582.503/30404	4" DOUBLE SOLID LINE MULTI-COMPONENT	L F	\$1.30	13295	0	\$0.00	13245	\$17,218.50
Base Bid	45	2582.503/30204	4" BROKEN LINE MULTI-COMPONENT	L F	\$0.13	2625	0	\$0.00	2499	\$324.87
Base Bid Totals:								\$3,386.00		\$1,603,666.96

Project Category Totals			
Project	Category	Amount This Request	Amount To Date
SAP 031-592-001		\$3,386.00	\$1,603,666.96

Contract Change Item Status										
Project	CC	Line/Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Contract Change Totals:								\$0.00		\$0.00

Contract Change Totals			
Number	Description	Effective Date	Amount

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Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$1,603,666.96
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 15, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3226

DEPARTMENT: Transportation
PRESENTER: Ryan Sutherland

TIME REQUESTED: < 5 Minutes

AGENDA ITEM:
Reallocate Transportation Department FTE

BOARD ACTION REQUESTED:
Approve the reallocation of (1) Engineering Technician to (1) Civil Design Engineer in the Transportation Department.

BACKGROUND:
Historically, it has been challenging for the public and private industry to recruit and hire individuals with a civil engineering technology degree. The reallocation provides the department with the ability to advertise to a similar and qualified applicant group and have the option to select a candidate that helps deliver construction projects for the transportation department.

The reallocation would change the FTE from a Grade 9 to a Grade 11 resulting in an approximate \$8,000 increase in the 2024 transportation budget.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

08/15/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 15, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3217

DEPARTMENT: Land Department

TIME REQUESTED: < 5 Minutes

PRESENTER: Cindy Shevich

AGENDA ITEM:

Easement for Recreational Use and Timber Management

BOARD ACTION REQUESTED:

Approve easement granted to the State of Minnesota, in trust for the taxing districts, for snowmobile use by the general public and ingress and egress for the purpose of timber management over and across that portion of the Northwest Quarter of the Northeast Quarter, lying West of Aspen Drive and the Northeast Quarter of the Northwest Quarter, Section 10, Township 54, Range 25.

BACKGROUND:

This easement is for snowmobile use by the general public during the designated trail season of December 1 through April 1, and an easement for ingress and egress by Itasca County for timber management. Survey provided.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:

1. 10-54-25 Snowmobile Ease Ugrich
2. 10-54-25 Snowmobile Ease Vaneps
3. Survey map

08/15/2023

RESULT:	RECOMMENDED FOR CONSENT	NEXT: 08/22/2023 2:30 PM
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ROAD EASEMENT

In consideration of payment of the sum of Five Hundred Forty-four **dollars (\$544.00 for land value; timber damages to be paid when incurred)**, the receipt of which is hereby acknowledged, Jennifer Ugrich, a **single person**, whose address is 20833 Aspen Drive, Grand Rapids, MN 55744, herein called "**Grantor**" on 7/31/2023, there is hereby granted to **the State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744**, its successors and assigns, herein called "**Grantee**", an easement for recreational purposes and ingress and egress for the purpose of timber management over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across that part of the following described land, to-wit:

That portion of the following described easement located over and across the Northwest Quarter of the Northeast Quarter (NW NE), Lying West of Aspen Drive and the Northeast Quarter of the Northwest Quarter (NE NW), Section Ten (10), Township Fifty-four (54), Range Twenty-five (25), to-wit: See attached Survey and Description.

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

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

- Dated this 31 day of July, 2023.

Junfermann

This instrument was acknowledged before me this 31st day of July, 2023 by Jennifer Ugrich, a single person, Grantor.


Notary Public

 **NICHOLAS DUANE BASARICH JR**
Notary Public
Minnesota
My Commission Expires
Jan 31, 2027

EASEMENT DESCRIPTION:

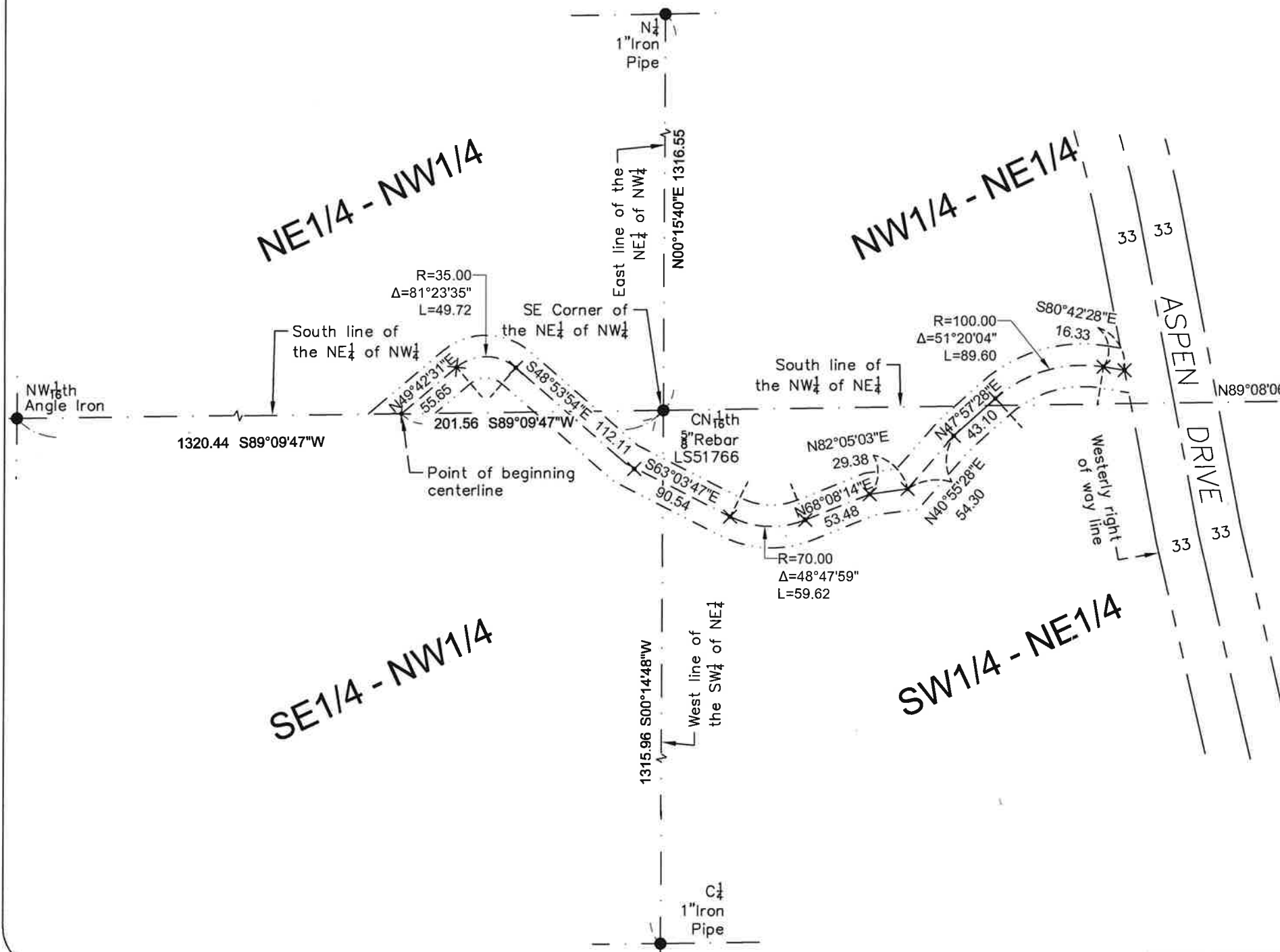
A 33.00 foot wide easement for recreational trail and timber management purposes, over, under and across that part of the Northeast Quarter of the Northwest Quarter, the Southeast Quarter of the Northwest Quarter, the Northwest Quarter of the Northeast Quarter, and the Southwest Quarter of the Northeast Quarter, all within, Section 10, Township 54 North, Range 25 West of the Fourth Principal Meridian, Itasca County, Minnesota. The centerline of said easement is described as follows:

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SKETCH AND DESCRIPTION

FOR ITASCA COUNTY LAND DEPARTMENT
PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER,
THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, THE
NORTHWEST QUARTER OF THE NORTHEAST QUARTER, AND THE
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ITASCA COUNTY, MINNESOTA



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Basis of Bearings:

Itasca County
South Zone Coordinate System
NAD 1983 (1996)

ITASCA COUNTY

Department of Surveying and Mapping

123 N.E. 4th Street, Courthouse Room 156,
Grand Rapids, Minnesota, 55744

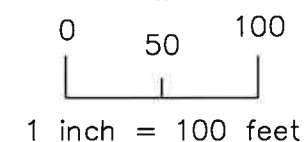
218-327-2854

8:00 AM to 4:30 PM, Monday - Friday

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

June 28, 2023

Guy T. Carlson
Guy T. Carlson
MN License No. 40991



Legend

- Monument found (specified)
- × Calculated position

ROAD EASEMENT

In consideration of payment of the sum of One Thousand Seven Hundred Eighty-four Dollars (\$1,784.00 for land value; timber damages to be paid when incurred), the receipt of which is hereby acknowledged, Jeffrey C. Vaneps and Corrine Vaneps, husband and wife, whose address is 20703 Aspen Drive, Grand Rapids, MN 55744, herein called "**Grantors**" on August 9, 2023, there is hereby granted to **the State of Minnesota in trust for its taxing districts**, whose address is **c/o Itasca County Land Commissioner, 1177 LaPrairie Avenue, Grand Rapids, MN 55744**, its successors and assigns, herein called "**Grantee**", an easement for recreational purposes and ingress and egress for the purpose of timber management over a roadway no more than 33 feet in width to travel by vehicle or other means on, over, through and across that part of the following described land, to-wit:

That portion of the following described easement located over and across the Southwest Quarter of the Northeast Quarter (SW NE), Lying West of Aspen Drive, Section Ten (10), Township Fifty-four (54), Range Twenty-five (25), to-wit: See attached Survey and Description.

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

1. This easement is granted pursuant to the provisions of Minnesota Statutes Section 282.04, Subd. 5, which states that a county is not a road authority with respect to a road acquired for the purpose of managing tax-forfeited lands. This easement is subject to payment of the fee stated above.
2. Subject to an easement for snowmobile use by the general public over and across the above described property during the designated trail season of December 1 through April 1.
3. Road construction and maintenance activities under such easement shall not exceed 16.5 feet in width without written approval by **Grantors**.
4. All roadway construction and maintenance desired by the **Grantee** shall be the responsibility of the **Grantee** without any cost to the **Grantors**. Any merchantable timber cut by the **Grantee** on the above mentioned right-of-way will be paid for by the **Grantee** at prevailing timber prices.

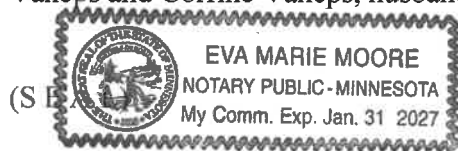
5. The roadway which is the subject of this easement shall be open for management of tax-forfeited land by County personnel and its agents, and any parties with whom the County has contracted for management or any related work or services. This agreement does not authorize general public use of the roadway,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

Dated this 9th day of August, 2023.

Jeffrey C. Vaneps 8/7/23
Jeffrey C. Vaneps
Corrine E. Vaneps 8/9/23
Corrine Vaneps

STATE OF MINNESOTA)
) ss
COUNTY OF ITASCA)

This instrument was acknowledged before me this 9th day of August, 2023 by Jeffrey C. Vaneps and Corrine Vaneps, husband and wife, Grantors.



Eva Marie Moore
Notary Public

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

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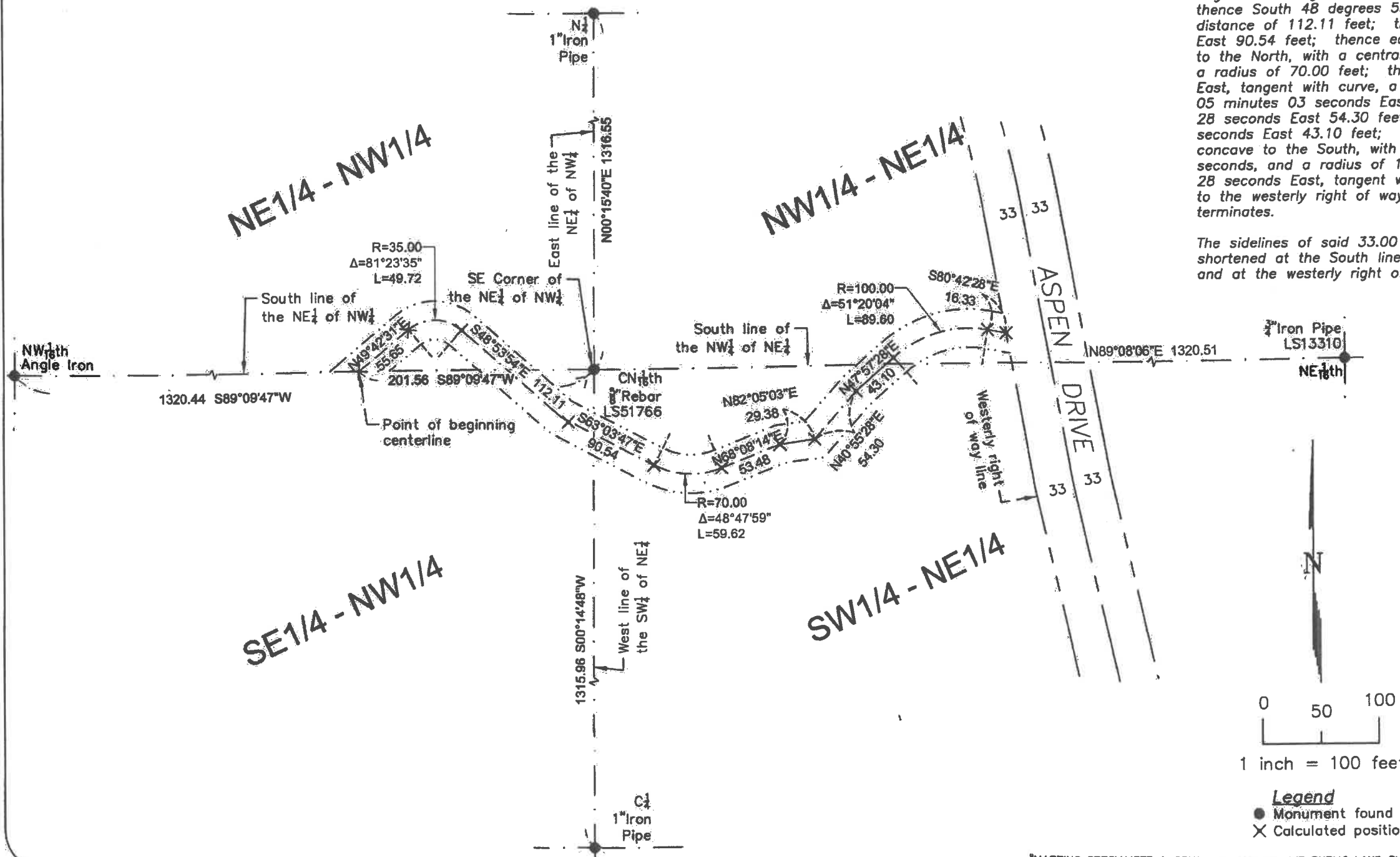
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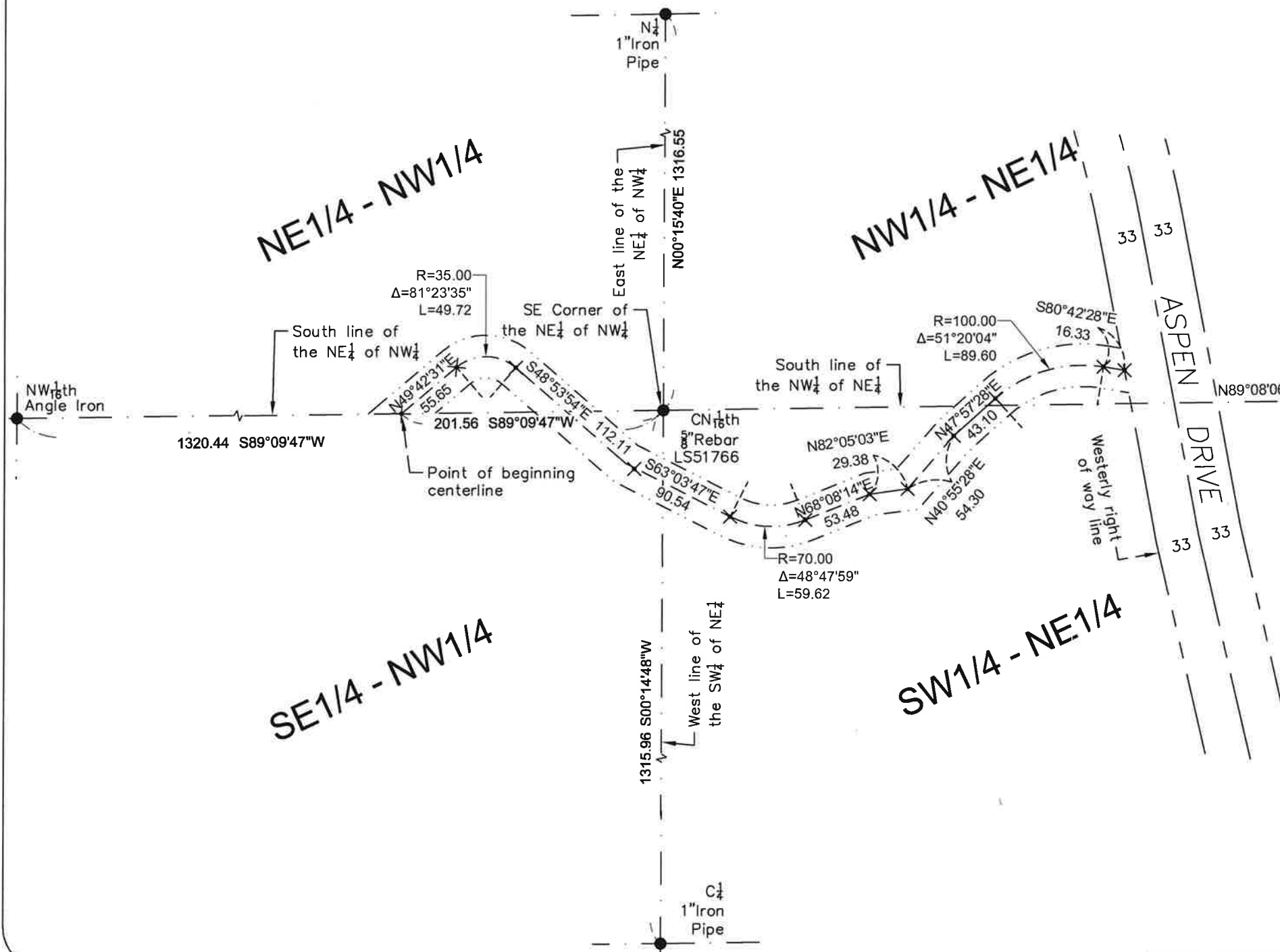
Guy T. Carlson
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H: //4PM/RGE25/5425GPS/Sect10_snowmobile_Easement.



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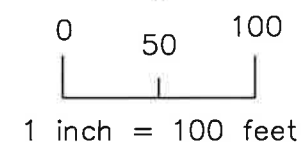
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June 28, 2023

Guy T. Carlson
Guy T. Carlson
MN License No. 40991



Legend

- Monument found (specified)
- × Calculated position



**ITASCA COUNTY
BOARD OF COMMISSIONERS**

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

Tuesday, August 15, 2023

REQUEST FOR BOARD ACTION: RBA-2023-2796

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Chair

AGENDA ITEM:

Citizen Input

BOARD ACTION REQUESTED:

Receive Citizen Input

BACKGROUND:

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, August 15, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3227

DEPARTMENT: Administrative Services

TIME REQUESTED: 10 Minutes

PRESENTER: Brett Skyles

AGENDA ITEM:

Itasca Nursing Home - Grand Village Update

BOARD ACTION REQUESTED:

Receive update regarding Itasca Nursing Home - Grand Village.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, August 15, 2023

REQUEST FOR BOARD ACTION: RBA-2023-3228

DEPARTMENT: Auditor / Treasurer

TIME REQUESTED: 5 Minutes

PRESENTER: Austin Rohling

AGENDA ITEM:

Liquor License

BOARD ACTION REQUESTED:

Approve new On-Sale, Off-Sale, and Sunday Liquor Licenses for Michelle Carrigan dba R-Bar and Grill LLC, located at 16211 Half Circle Drive, Pengilly, MN 55775.

BACKGROUND:

Greenway Township approval attached. Action requested at the 8/15 Work Session.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:

1. Greenway Township Approval

RESULT:	APPROVED (3 TO 0)
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Casey Venema
ABSENT:	John Johnson, Burl Ives

Greenway Township

300 Alice Ave.

Marble, MN 55764

To Whom it may concern.

Greenway township has all its licensing done through Itasca county. R Bar and Grill LLC, as long as they meet the county requirements has the approval of Greenway Township for their Liquor license.

Thank You

A handwritten signature in black ink, appearing to be 'Ron Gangl', written in a cursive style.

Ron Gangl

Greenway Township Supervisor.

218-256-9755