ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, August 12, 2025	2:30 PM	Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema 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
Larry Hopkins	District #4	Present	2:30 PM
Casey Venema	District #5	Present	2:30 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Move Consent Agenda Item #5.6 (Adopt the Resolution Re: Sale of Tax-Forfeited Land through Private Sale per Special Legislation) to Regular Agenda Item #6.8 and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes of the Tuesday, August 5, 2025, County Board Regular Session.

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

1. Approve the minutes of the Tuesday, August 5, 2025, Itasca County Regular Session.

V. CONSENT AGENDA

Motion To: Add additional information to Item #5.1 (2025-2027 Collective Bargaining Agreement - Teamsters 320), move Consent Agenda Item #5.6 (Adopt the Resolution Re: Sale of Tax-Forfeited Land through Private Sale per Special Legislation) to Regular Agenda Item #6.8 and approve the agenda, as amended.

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

1. Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for the Teamsters 320 contract.
2. Appoint Molly MacGregor to the Park & Recreation Commission fulfilling an unexpired District #2 vacancy effective August 12, 2025.
3. Approve tobacco license for Casey's Retail Company dba Casey's #5235 located at 406 Main Ave, Bigfork, MN 55991. Casey's Retail Company is acquiring Two Rivers Convenience Store on September 16, 2025.
4. Approve IMCare Compliance Plan, Code of Conduct and Related Policies and Procedures.
5. Approve the Student Engagement & Attendance Support Program Services contract between ICHHS and Ross Resources Ltd., for the period of September 1, 2025, through August 31, 2026.

VI. REGULAR AGENDA

1. Citizen Input

Patrick O'Connell gave input on Northern Natural Gas Company not using local people for work being done.

Hugh Quinn gave input on the possibility of the Veterans Service Office moving into the Courthouse from their current location.

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of August 13, 2025, in the amount of $433,680.88.

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

3. Recognition of County Employees

The following employees were recognized:

Welcome to Spencer Schjenken, who is a new Mechanic/Welder in the Transportation Department, which was effective August 4th, 2025.

Welcome to Evan Petz, who is a new Eligibility Specialist in the Health and Human Services Department, which was effective August 4th, 2025.

Welcome to Jessica Rieland, who is a new Assessor/Appraiser in the Assessor Department, which was effective August 4th, 2025.

Welcome to Eugene Siddell, who is a new Assessor/Appraiser in the Assessor Department, which was effective August 4th, 2025.

Welcome to Jack Patten, who is a new Sheriff's/Road Deputy, which was effective August 4th, 2025.

Congratulations to Alissa Riehle, who moved from Administrative Support in the Recording Department to Clerk Treasurer in the Auditor-Treasurer Department, which was effective August 3rd, 2025.

Farewell to Lucas Thompson, whose last day as a Sheriff's Corrections Deputy/Captain will be

August 22, 2025, after 24+ years of service.

Farewell to Kathryn Thies, whose last day as a Public Health Administrative Specialist will be August 15, 2025, after 18+ years of service.

Farewell to Molly Rother, whose last day as an Emergency Telecommunicator was be July 31st, 2025, after 1+ years of service.

Farewell to Elizabeth Lopez, whose last day as a Corrections Deputy was July 28th, 2025, after 2.5 months of service.

Congratulations to Clint Chance, who was promoted from Highway Maintenance Worker to Highway Maintenance Supervisor, in the Transportation Department, which was effective July 20, 2025.

Congratulations to DJ Roberts, who is transferring from Corrections Deputy to Deputy/Sheriff Road Deputy in the Sheriff Department, which was effective August 3, 2025.

Congratulations to Becky Sutherland, who is being promoted from HRIS Assistant to Recruiting and Development Specialist in the HR Department, which was effective August 3, 2025.

4. Strategic Plan - TED Funding

Motion To: Approve the request for TED funding in the amount of up to $10,000 for Consulting Services to support Grant Applications.

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

5. MN Paid Family Medical Leave (PFML) through MetLife

Motion To: Approve Itasca County pursuing private coverage for Paid Family Medical Leave (PFML) through MetLife and authorize necessary signatures.

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

6. Reallocate the open Public Health Nurse position to Social Worker position

Motion To: Approve reallocating the open Public Health Nurse position to a Social Worker position.

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

7. Itasca County Veterans Council – County Commissioner Appreciation

Veterans Council Commander Randal Schrout provided appreciation to the County Commissioners.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

8. Adopt the Resolution Re: Sale of Tax-Forfeited Land through Private Sale

Motion To: Adopt the Resolution Re: Sale of Tax-Forfeited Land through Private Sale per Special Legislation.

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

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending Two (2) Grant Planning meetings, MCIT Land Use Conference, Golf Course Project meeting at Eagle Ridge, and ARDC Federal EDA Grant meeting.

Commissioner Snyder reported on attending Budgets, IEDC meeting and Lake Jessie Township Association meeting.

Commissioner Venema reported on attending a Fair Board meeting.

IX. COMMISSIONER COMMENTS

Commissioner Hopkins provided comment regarding appreciating our Veterans and taking in all that the Budget sessions bring.

Commissioner Snyder provided comment regarding the Itasca County Fair beginning on Wednesday, 8/13/2025 at 3:00 p.m.

Commissioner Venema provided comment regarding the great turnout at Marble National Night Out and reminded everyone of Itasca County Fair starting.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:01 PM.

ATTEST

Casey Venema
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 12, 2025

RESOLUTION 2025-29

WHEREAS, the Swampsider's Snowmobile and ATV Club has requested purchase of tax-forfeited land legally described as that part of the Southwest Quarter of the Southeast Quarter, Section 15, Township 59 North, Range 24 west of the Fourth Principal Meridian, Itasca County, Minnesota, further described as follows: Commencing at the northwest corner of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 01 minutes 34 seconds East, assigned bearing, along the north line of said Southwest Quarter of the Southeast Quarter a distance of 255.80 feet to the point of beginning; thence South 10 degrees 50 minutes 31 seconds East a distance of 604.37 feet; thence North 55 degrees 26 minutes17 seconds East a distance of 672.63 feet, more or less to the centerline of County Road 52; thence North 51 degrees 32 minutes 12 seconds West along said centerline a distance of 351.56 feet to said north line of the Southwest Quarter of the Southeast Quarter, thence South 89 degrees 01 minutes 34 seconds West along said north line a distance of 392.39 feet to the point of beginning for a land value of $15,620.00 and timber value of $1,540.00 and,

WHEREAS, the 2025 1st Special Legislative Session passed 2025 Minnesota Laws, Chapter 1, Article 5, Section 5, which authorizes Itasca County to sell by private sale of the tax-forfeited lands described above.

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land (RBA 2024-157), and has determined that the public's interest would be best served by selling the tax-forfeited land directly to the Swampsider's Snowmobile and ATV Club, who currently own and occupies the clubhouse and structures located on said tax-forfeit parcel, and

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves removal of the above described land from the Dunn-Stephens Memorial Forest and approves sale of said land under the terms of the attached purchase agreement for a land value of $15,620.00 and timber value of $1,540.00, plus all associated costs.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on August 12, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

MEETING INFORMATION SHEET
August 12, 2025

PULL: None

ADDITIONS: None

CHANGES: None

INFORMATIONAL:
1. Item #5.1 (2025-2027 Collective Bargaining Agreement-Teamsters 320) - Additional Information added

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
123 NE 4th Street
Grand Rapids, MN 55744
(218) 327-2847

Tuesday, August 5, 2025 | 2:30 PM | Itasca County Boardroom

DRAFT

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Venema called the meeting to order at 2:31 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:31 PM
Terry Snyder	District #2	Present	2:31 PM
John Johnson	District #3	Present	2:31 PM
Larry Hopkins	District #4	Present	2:31 PM
Casey Venema	District #5	Present	2:31 PM

II. PLEDGE OF ALLEGIANCE

III. APPROVAL OF AGENDA

Motion To: Add Item #6.8/#6.3 (Public Hearing Re: Foxhaven Tax Abatement) and add additional information to Item #6.7 (Lease Agreements with Mesabi Metallics Co. and approve the agenda, as amended.

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

IV. MINUTES APPROVAL

Motion To: Approve the minutes as delineated below.

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

1. Approve the minutes of the Tuesday, July 22, 2025 Itasca County Regular Session.
2. Approve the minutes of the Tuesday, July 29, 2025 Itasca County Special Session.

V. CONSENT AGENDA

Motion To: Approve the Consent Agenda, as presented.

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

1. Appoint Allison Rajala Ahcan to the Water Plan Implementation Committee (WPIC) fulfilling an unexpired District #2 vacancy effective August 5, 2025.
2. Approve the First Amendment to the Bond Declaration between Itasca County and the Minnesota Pollution Control Agency (MPCA) and authorize necessary signatures.
3. Accept and authorize the County Board Chair to sign the Mutual Aid Agreement for Public Health and Human Services and the Use of Resources.
4. Authorize the Transportation Department to sell a motor grader to the City of Nashwauk.
5. Adopt the Resolution Re: Bridge Bonding (Revised 7/16/2025).
6. Approve two (2) utility easements for Lake County Power over and across tax-forfeited trust land located in Government Lot 3, Section 7, Township 58 North, Range 23 West, and SESE, Section 24, Township 58 North, Range 24 West, of the Fourth Principal Meridian, Itasca County, Minnesota, and authorize necessary signatures.

VI. REGULAR AGENDA

1. Citizen Input

   No Citizen Input provided.

2. Commissioner Warrants

   Motion To: Approve Commissioner Warrants with a check date of August 6 ,2025, in the amount of $597,292.49.

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

8. Foxhaven LLC. Tax Abatement

   Motion To: Open the Public Hearing Re: Foxhaven LLC Tax Abatement.

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

Motion To: Close the above Public Hearing.

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

Motion To: Approve the execution of Tax Abatement Contract with Foxhaven LLC.

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

3. IMCare Compliance Plan, Code of Conduct and Related Policies and Procedures

Health Plan Division Manager Sarah Andeson provided update that the following were reviewed, received training on and approved the IMCare Compliance Plan, Code of Conduct and Related Policies and Procedures.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

4. Terminate Nashwauk Ambulance Contract

Motion To: Approve terminating the Contract with Nashwauk Ambulance, effective 9/30/2025.

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

5. Security interest for Nashwauk Ambulance

Motion To: Approve releasing the Security Interest in Nashwauk Ambulance to allow the transfer to North Memorial.

RESULT:	**APPROVED (4 TO 1)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	Cory Smith, Terry Snyder, Larry Hopkins, Casey Venema
NAYS:	John Johnson

6. Joint Powers Agreement – Itasca County and the Minnesota State Bureau of Criminal Apprehension (BCA)

Motion To: Adopt a Resolution Re: Authorizing Itasca County Board Chair Casey Venema, Itasca County Administrator Brett Skyles, Sheriff Joe Dasovich, and County Attorney Jake Fauchald to sign the State of Minnesota Joint Powers Agreements and Court Data Services Subscriber Amendment of CJDN Subscriber Agreements between Itasca County and State of Minnesota.

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

7. Lease Agreements with Mesabi Metallics Co

Motion To: Approve the Lease Agreements with Mesabi Metallics Co.

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

VII. ADMINISTRATOR UPDATE

VIII. COMMITTEE REPORTS

Commissioner Johnson reported on attending a Coleraine Housing Committee meeting, Strategic Planning meeting, and Arrowhead Regional Development Commission.

Commissioner Snyder reported on attending an IEDC meeting, Mesabi Metallics meeting, met with Governor's staff, DNR and MN Pollution Control, attended a Budget meeting and an Arbo Township meeting.

Commissioner Smith reported on attending a TERRO Building Grand Opening in Leech Lake.

Commissioner Venema reported on attending a tour of his District with IRRRB staff.

IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding Tall Timber Days fun, reminder that Blackberry Car show & Swap meet is this upcoming weekend, and National Night Out is tonight in several surrounding communities and encouraged all to attend.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Venema adjourned the meeting at 3:06 PM.

ATTEST

Casey Venema 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 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-527

DEPARTMENT: Administrative Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
2025-2027 Collective Bargaining Agreement - Teamsters 320

BOARD ACTION REQUESTED:
Approve and authorize necessary signatures for the 2025-2027 collective bargaining agreement for the Teamsters 320 contract.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025-2027 Collective Bargaining Agreement 320 SPV Clean Draft

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

AGREEMENT BETWEEN

TEAMSTERS LOCAL 320

AND

THE COUNTY OF ITASCA

(Supervisors)

JANUARY 1, 2025 - DECEMBER 31, 2027

Table of Contents

AGREEMENT

This Agreement is entered into between the County of Itasca, hereinafter referred to as the “Employer,” and Teamsters Local 320, hereinafter referred to as the “Union.”

ARTICLE 1. PURPOSE OF AGREEMENT

1.1 It is the intent and purpose of the parties to set forth herein the basic Agreement covering rates of pay, hours of work, and all other conditions of employment to be observed between the parties.

1.2 The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claims by an employee or the Union or a violation by the Employer of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the grievance.

ARTICLE 2. DEFINITIONS

2.1 The term "regular employee" as used in this Agreement, shall mean any employee who has been employed by the Employer or appointed to work for Itasca County by an authorized supervisor or department head and who works a minimum of 1040 consecutive hours of employment on an hourly basis or 6 months on a monthly basis. A Regular Part-time employee must be regularly scheduled to work 20 hours or more per week.

2.2 The Employer is the Itasca County Board of Commissioners.

2.3 "Retiree" means an employee who leaves Itasca County service at a time when the employee has reached retirement age as defined in Minnesota Statutes, Chapter 353 (PERA) and has a minimum of 10 years of service with Itasca County.

ARTICLE 3. RECOGNITION

3.1 The Employer hereby recognizes Teamsters Local 320 as the exclusive representative for collective bargaining purposes as per certification by the Bureau of Mediation Services, State of Minnesota.

3.2 For the duration of this Agreement, the Employer will not enter into, establish or promulgate any Resolution, Agreement, or Contract with or affecting employees in this bargaining unit, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement or with the role of the Union as the exclusive collective bargaining agency for each Union employee.

ARTICLE 4. RESPONSIBILITY OF PARTIES

4.1 Each of the parties of this Agreement acknowledges the rights and responsibilities of the other parties and agrees to discharge its responsibilities under this Agreement, as per PELRA Minnesota Statues Chapter 179A as amended.

4.2 The Employer, including its department heads, managers, supervisors, and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

4.3 The Union, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement.

4.4 In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed:

A. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

B. There shall be no interference with the rights of employees to become or continue as members of the Union.

4.5 Nondiscrimination. No discrimination shall be exercised against any employee because of Union membership or because of any protected class as defined in federal, state statute or rule.

ARTICLE 5. CHECKOFF OF UNION DUES

5.1 The Employer agrees to require the payroll department(s) to deduct from the paycheck of each employee who has signed an authorized payroll deduction card a sum certified by the Union for Union dues or initiation fees. Such deduction shall be made each month beginning with the month specified on the payroll deduction card. These deductions shall be transmitted to the Treasurer of the Union not later than the 10th of the following month along with a list of the employees from whom such pay deductions were made.

5.2 The Employer may deduct fair share fees in accordance with the provisions of Minnesota Statutes, Section 179A.06.

5.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders, or judgments brought or issued against the Employer as a result of action taken by the Employer under all provisions of this Article.

5.4 Whenever any words are used in this Agreement in the masculine gender, they shall also be construed to include the feminine or neuter gender in all situations where they would so apply; whenever any words are used in the singular, they shall also be construed to include the plural in all situations where they would so apply.

ARTICLE 6. MANAGEMENT RIGHTS

6.1 The Employer and Union recognize and agree that except as expressly modified in this Agreement, the Employer has and retains all rights and authority necessary for it to direct and administer the affairs of the Employer and to meet its obligations under federal, state and local law, such rights to include, but not be limited to, the rights specified in Minnesota Statutes, Section 179A.07, subd. 1; the right to direct the working forces; to plan, direct and control all the operations of the Employer; to determine methods, means, organization and number of personnel by which such operation and services are to be conducted; to contract for services so long as it is done in good faith, represents a reasonable business decision, and does not subvert the agreement between the parties; to assign and transfer employees; to schedule working hours and to assign overtime; to make and enforce reasonable rules and regulations; to change or eliminate existing methods of operation, equipment or facilities.

ARTICLE 7. HOURS OF WORK

7.1 Normal Hours of Work

A. Exempt Employees: Exempt employees are expected to be at work during normal office hours and to fulfill the responsibilities of their position. Under normal circumstances an 8 hour day and 40 hour week is appropriate but it is understood that in certain circumstances responsibilities will warrant periodic deviations from the norm. The Department Head has discretion to schedule hours of work as deemed necessary by the Department Head.

B. Non-Exempt Employees: The normal hours of work for non-exempt employees shall be 8 hours per day and 40 hours per week during normal office hours, subject to the Department Head's discretion to schedule hours of work as deemed necessary by the Department Head.

C. Business hours for services provided to the public are 8:00 a.m. to 4:30 p.m., Monday-Friday, except Road and Bridge employees whose hours are 7:00 a.m.-3:30 p.m., Monday-Friday (MN statute 373.052)

The normal hours of work shall be subject to the Department Head's discretion as deemed necessary by business need. The normal work week for full-time employees shall be 40 hours. The normal work week and work days for part-time employees shall be established by the immediate supervisor, with Department Head approval. Employees shall be scheduled to work on a regular work shift, except in cases of emergency, and each work shift shall have a regular start and end time.

Breaks: While ensuring that service needs are met, employees may take a 15-minute break during each 4-hour shift. Rest breaks may not be used to shorten the work day. Employees shall receive a 30-minute non-paid meal period taken during the middle of each shift.

7.2 Overtime Compensatory Time

A. All overtime and compensatory time must be pre-approved by the immediate supervisor. The employee may opt to be paid for the overtime hours worked or may opt to take the hours worked as compensatory time. Employees may accrue not more than 80 hours (120 hours for Road and Bridge Department) of compensatory time off.

B. Exempt Employees: All hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the normal hourly rate.

C. Non-Exempt Employees: All hours worked in excess of 40 hours per week shall be calculated as overtime or compensatory hours at the rate of 1 ½ times the normal hourly rate, as per the Fair Labor Standards Act.

D. Vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case, will compensatory time earned and compensatory time taken occur in the same day.

7.3 On Call

Employees who are scheduled by their supervisor to be on call shall be compensated at the rate of $3.00 per hour for each hour of scheduled on call. On call requirements shall be as established by policy of the employee's supervisor, which policy may be amended from time to time by the employee's supervisor at the employee's supervisor's discretion.

7.4 Call Out

A Call Out is defined as the return of an employee to a specified worksite to perform emergency duties at the express authorization of the Employer at a time other than an assigned shift. An extension of or early report to an assigned shift is not a call back, nor is phone support. If an employee is called back to the worksite after completing the regular work day or is called out to a worksite during the employee's regular scheduled time and/or day off, the employee shall receive a minimum of 2 hours pay at the classified hourly rate.

7.5 Travel Time

Any employee who uses his/her private vehicle for transportation to a site, other than the normal place of work, and is authorized to do so by the supervisor shall be compensated for this cost per mile as authorized by the Employer.

ARTICLE 8. BENEFITS

8.1 Holidays

The following shall be paid holidays, provided employees perform work, are on vacation, sick leave, or are gone due to a death in the family or similar case, in the pay period in which the holiday occurs and work is scheduled or assigned both on their last scheduled work day prior to and on the first scheduled work day following the holiday:

For Road & Bridge and Sheriff employees:

1. New Year's Day
2. Martin Luther King Day
3. President's Day
4. Good Friday
5. Memorial Day
6. Juneteenth
7. Independence Day
8. Labor Day
9. Columbus Day
10. Veteran's Day
11. Thanksgiving Day
12. Day after Thanksgiving
13. Christmas Eve Day
14. Christmas Day
15. 1 Floating Holiday

For non-Road and Bridge and non-Sheriff employees:

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

Provided when the following holidays fall on a Sunday, the following day shall be a holiday. Provided when the following holidays fall on a Saturday, the preceding day shall be a holiday:

January 1 - New Year's Day
November 11 -Veteran's Day
June 19 - Juneteenth
July 4 - Independence Day
December 24 –Christmas Eve Day
December 25 -Christmas Day

When Christmas Eve Day is on a Friday and Christmas Day is on a Saturday, Thursday and Friday shall be the holidays. When Christmas Eve Day is on a Sunday and Christmas Day is on a Monday, Monday and Tuesday shall be the holidays.

8.2 Floating Holiday

For Road & Bridge and Sheriff employees: Upon the successful completion of the probationary period, 1 floating holiday (eight hours of paid absence from work at the employee's designation and immediate supervisor's approval) will be granted each calendar year. A floating holiday cannot be carried over into the following year or paid upon separation.

Initial employment probationary status employees cannot take the floating holiday until the six month probationary period has been successfully completed at which time the floating holiday is earned for the year in which the probationary period was completed.

For non-Road & Bridge and Sheriff employees: Initial employment probationary employees will receive 1 floating holiday on their date of hire, 1 floating holiday May 1st and 1 floating holiday September 1st. A floating holiday cannot be carried over into the following year or paid upon separation.

8.3 Vacations

A. Each employee who has received regular status shall receive an annual vacation with pay. Annual vacation is dependent on years of service and is posted on a bi-weekly accumulation basis. The following table outlines the rates:

Completed months Of Service	Rate of Accumulation of Vacation Hours
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

2080 straight-time hours including earned time (vacation, sick leave, comp time) shall be used to determine a year of service and to determine when a benchmark year of service for increase in vacation occurs. This pro-ration formula is applicable to less than full-time employees, not to full-time employees. Employees classified as part-time will receive pro-rated vacation leave based on FTE status for the first quarter and the vacation leave accrual will be recalculated and pro-rated based on the number of hours worked in the previous quarter thereafter.

B. As vacation is earned, it shall be posted on a bi-weekly basis and may be used as it is earned. Should an employee leave Itasca County employment after the completion of the probationary period, s/he shall be allowed to take earned vacation time in payment or as time off prior to the established termination date provided, however, an employee who resigns without giving the Employer at least 30 days advance written notice of resignation or retirement shall forfeit all accumulated, unused vacation, unless the Department Head agrees to a shorter period of notice.

Per the payroll practice of Itasca County, incremental vacation credit will be credited for the pay period in which the service credit date appears.

C. In determining the vacation schedule, the wishes of the employees shall be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employees will prevail in the selection of vacation time when agreement cannot be reached among the employees.

D. In the event an employee has an accumulation of 248 hours prior to the last payroll of the year, 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.

Bonus vacation shall be earned per the following:

(a) 3.693 hours of sick leave per pay period shall be earned, only if the beginning balance is less than 125 days.

(b) 1.847 hours of bonus vacation shall be earned for each pay period the beginning balance is 600 hours or greater.

E. Employees terminating due to retirement may coordinate vacation use with their retirement date.

F. Heirs of a deceased employee are entitled to compensation for any earned and unused vacation and will receive it in a lump sum.

8.4 Sick Leave

A. Sick leave shall be earned at the rate of 3.693 hours per pay period, or prorated for regular part-time status, for each pay period of service in which employee works at least 40 hours, and unused sick leave may accumulate to a maximum of 1000 hours.

B. Employees begin accumulating sick leave as of the first date of employment and may use sick leave during the probationary period.

C. An employee may use sick leave for absences for such reasonable periods as the employee's attendance with the family member may be necessary, on the same terms the employee is able to use sick leave for the employee's own illness.

- Provide care for a family member who is incapacitated as a result of physical or mental illness, injury, pregnancy or childbirth;
- Provide care for a family member as a result of medical, dental or optical examination or treatment.

Family member 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

D. Employees classified as part-time will receive pro-rated sick leave based on FTE status for the first quarter and the sick leave accrual will be recalculated and pro-rated based on the number of hours worked in the previous quarter thereafter.

8.5 Severance Pay

A. Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall allocate as Severance Pay 70% of his accumulated but unused sick leave from first date of County employment. An employee will not receive severance pay if:

a. The employee has less than 5 years of continuous service with Itasca County; or

b. The employee is terminated by the Employer for cause.

B. 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. The employee shall allocate 70% of allowed sick leave as Severance Pay and apply the 30% balance to the employee's Post Health Care Savings Plan.

C. Any payment made upon termination due to death 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.

D. For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for the 70% dollar value of an employee's accumulated unused sick leave (severance pay) shall not exceed $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 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.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, it is agreed that when an employee from another bargaining unit that is NOT capped for purposes of severance and takes a position in the Union, the employee will continue as a NOT capped employee in the Union.

F. Unless documentation of a previous agreement exists in the Human Resources 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 takes a position in the Union, the employee will be allowed to keep the higher cap limit.

8.6 Sick Leave Pool

Employees may voluntarily donate one or more vacation days, in one-half day increments, to a Sick Leave Pool. These donated days may be used by Union members for hospitalization or major medical problems when the Union employee has exhausted their own sick leave, vacation days, and compensatory time. Contributions to the Pool must be submitted on January 1 or upon depletion of the sick leave pool to Payroll and shall be recorded on the Electronic Timekeeping System during January of each year. A committee of Union members shall make the determination for eligibility, allocation, and usage of the sick leave pool.

8.7 Bereavement Leave

Regular employees shall be allowed to use 24 hours of Bereavement leave time in case of death in the immediate family. 16 additional hours of 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.

8.8 Life Insurance

A. Active Employees: The Employer 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 a double indemnity clause, Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage. Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense.

All employer provided insurance and employee elected additional insurance coverage will terminate upon the employee leaving employment.

8.9 Group Dental Insurance

A. Provided all necessary application forms have been completed, the Employer will provide dental insurance under Delta Dental Plan of Minnesota or equivalent. Authorized sick leave, authorized vacation time, and authorized leave of absence of 30 days or less shall be counted as working time for such eligibility. For new hired or re-hired employees, the eligibility period to enroll in the program shall be the first day of the month following the employee hire or re-hire date.

B. The Employer shall pay the full single premium and 80% of the dependents' cost of said insurance. The employee shall pay 20% of the dependents' cost of said insurance.

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

C. The employee shall have the option to enroll in the program within 30 days of completion of the required dental insurance probationary period, or during an open enrollment period.

D. Refer to insurance carrier contract for instances not mentioned or above-mentioned instances in conflict.

8.10 Group Hospital-Medical Insurance

A. Active Employees

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 health insurance, and later choose to be covered by the same, may re-enroll during open enrollment or due to a life changing event.

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 department head, unless such termination without notice is approved by the department head, 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) $1850/$3750 Deductible (in 2023) or the High Deductible Plan (Option 2) $3750/$7500 Deductible (in 2023) both with a Health Savings Account (HSA) shall be the 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.

The Employer will pay 80% of the annual deductible via an HSA contribution on the single or family coverage 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 annual 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 enrolled in County sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association). The County portion of the annual deductible will be deposited to the HSA or VEBA accounts during the 1st payroll in January for employees who are enrolled in the health insurance plan for the 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 labor contract.

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 Agreement, 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 and Union’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 coverages provided for retires shall be High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) both with a Health Savings Account (HSA) shall be the 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 for 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% percent 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 but 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.

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

For employees newly hired to Itasca County after ratification of the 1994-96 contract (12/22/1995), the maximum County payment for retirement group insurance premiums (contribution to the premium and HSA or VEBA as noted above) shall not exceed $10,000.

D. Employer Obligation Limited

The parties agree that any description of insurance benefits contained in this Article 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.

E. Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is NOT capped for purposes of retiree health insurance and takes a position in the Union, the employee will continue as a NOT capped employee in the Union.

Unless documentation of a previous agreement exists in the Human Resources Department personnel file, when an employee from another bargaining unit that is capped with a higher cap for purposes of retiree health insurance and takes a position in the Union, the employee will be allowed to keep the higher cap limit.

F. All employees classified as part-time will receive pro-rated insurance benefits based on the number of hours expected to work for the first quarter and the benefit will be recalculated based on the number of hours worked in the previous quarter thereafter.

G. Insurance Advisory Committee

An Insurance Advisory Committee shall be established to examine the County's current medical insurance plan. The Committee shall be composed of representatives from each of the groups participating in the County's program as follows:

Local 639	2 representatives
Local 639A	2 representatives
Local 1626	2 representatives
Local 1452	2 representatives
Local 580	2 representatives
Itasca Co. Non-Contract Employees	1 representative
Itasca Co. Elected Officials/Dept. Heads.	1 representative
Itasca Co. Attorney Employee's Assoc.	1 representative
Teamsters Local 320	1 representative
Itasca Co. Confidential Employees' Assoc.	1 representative

The Committee may recommend changes in medical program to the County Board.

If the Committee recommendations call for changes in the structure of the medical plan, this contract shall be subject to reopening negotiations for medical benefits.

If the County Board deviates from the Committee recommendations, the agreement reopening negotiations for the medical plan is void.

H. 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 Union pay plan (regular wages excludes 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.

8.11 Leaves of Absence

A. Parenting Leave: Eligible employees shall be entitled to up to 12 weeks of parenting leave in accordance with State Statute and the Itasca County Personnel Policy.

Any leave taken under this section shall reduce the length of leave for which the employee and spouse are eligible under the Family and Medical Leave Act policy for birth or placement of a child and any unpaid leave taken under the Family and Medical Leave Act policy for birth or placement of a child shall reduce the length of leave for which the employee is eligible under this Section.

B. Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer. FMLA leave is available for use after all requirements have been met.

C. Extended Parenting or Medical Leave: After an employee has used all accumulated sick leave, vacation, and any available FMLA protected leave, the employee shall be granted a leave of absence without pay, with appropriate documentation from the healthcare provider, for a period not to exceed 6 months without having their name removed from the payroll. If the employee is in the process of seeking a disability determination, the time will be extended a total of up to 12 months. If the employee is certified disabled, employment shall cease.

D. General Leaves: Employees shall be entitled to leaves of absence without pay in accordance with the provisions of the Itasca County Personnel Policy Manual, as amended.

E. Sabbatical Leave: An employee who has completed 15 or more calendar years of service may be given the opportunity for a sabbatical leave of absence without pay upon mutual agreement of the Board and Department Head where such leave would be to the benefit of the County, subject to the following:

(i) The length of the sabbatical leave may vary between 2 and 12 months and will be determined by mutual agreement between the employee and the Department Head, subject to the approval of the County Board.

(ii) Requests for such leave shall be submitted in writing to the Department Head at least 2 months prior to the commencement of the leave. Such requests shall include the reason and length of the leave.

(iii) Length of service and vacation benefits will not accrue during such leave, but will remain the same as at the commencement of the leave.

(iv) The employee shall be returned to the first available vacancy in the classification after expiration of the leave. Provided, however, the Department Head and the employee may mutually agree prior to commencement of the leave that the employee's position will not be permanently filled during such leave, and that at the conclusion of the leave the employee shall be returned to his/her position without having to wait for a vacancy.

8.12 Workers' Compensation An employee shall be allowed to utilize vacation or sick leave credits while receiving workers' compensation benefits only to the extent that the workers' compensation benefit plus allowable sick leave or vacation does not exceed the net pay which the employee would receive if the employee were not receiving workers' compensation benefits.

8.13 The bargaining unit will be covered by the County's Earned Sick and Safe Time (ESST) policy. The parties agree that the weather event provision in the statutory Earned Sick and Safe Time (ESST) Leave law outlined in Minnesota Statute Section 181.9447, subdivision 1, clause (4) is waived as to its application for positions in the bargaining unit who are a 911 telecommunicator as defined in section 403.02, subdivision 17c or a guard at a correctional facility.

ARTICLE 9. SENIORITY

9.1 Seniority standing shall be granted to all employees who have attained regular status by completing 6 months of a probationary period. The seniority date of employees attaining such regular status shall be the first day of employment with this Employer. During the probationary period the supervisor must provide feedback to the employee regarding performance. An employee's probation may be extended only for non-performance related reasons for a period greater than 10 days, not to exceed 3 months. During the probationary period, an employee may be discharged by the Employer without cause and without same being a breach of this Agreement or constituting a grievance hereunder.

9.2 Seniority standing for layoffs shall be the first day of employment in a position covered in this Agreement.

9.3 A regular employee shall lose his/her seniority standing in the following situations:

a. Voluntary resignation;
b. Discharge for just cause;
c. Retirement;
d. Failure to accept recall from layoff;

9.4 In the event of a layoff, a reduction of force, or the elimination of a position, a senior employee may exert seniority preference over a junior employee in any classification of work of equal or lower pay grade in this bargaining unit in the employee's department, provided the employee has the necessary qualifications to perform the duties of the job involved. Employees who are laid off shall be rehired according to seniority in the inverse order of layoffs. Such employees shall be notified in writing regarding such layoffs, reduction of force or elimination of position, as well as rehiring, as the case may be. Such written notification shall be sent to such employees as soon as practicable by certified mail, with a copy of same submitted to the Union. Within five working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Human Resources Director of the specific position into which the employee intends to bump.

9.5 Promotional Policy: Position vacancies in County service shall be filled by promotion of present employees who meet the requirements established for the classification and provided that the promotion would be in the best interests of the County.

The Human Resources Director will post the position vacancy notice in the Courthouse and other designated areas for a minimum of 5 working days.

An employee interested in a posted promotional notification of vacancy must complete an application and submit it to the Personnel Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

When an employee accepts a promotion, they shall receive the appropriate salary corresponding with the job classification upon the first day of work in the promotional position. If the rate of pay of that classification does not reflect an increase of 1 pay level, he/she should be advanced the number of steps required to show 1 pay level increase from the old rate of pay for such employee.

Employees promoted and then rejected during a probationary period or by abolishment of the position promoted to, shall have the right to assume the position from which he/she was promoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

9.6 Transfers: Employees may be transferred/promoted/demoted from one department to another provided that the employee has the permission of both department heads and the Human Resources Director. All employees transferring/promoting/demoting shall give their present department head 2 weeks notice, unless this requirement is waived by the two department heads involved.

Employees transferring/promoting/demoting from a bargaining unit to a non-contract position or from one non-contract position to another may carry over accumulated service credit for application to fringe benefits.

An employee interested in a transfer/promotion/demotion to a vacant position must complete an application and submit it to the Human Resources Department prior to the closing date. The appointing authority shall make the determination as to whether or not the applicant possesses the necessary qualifications. A list of interested employees, whether eligible or ineligible, for each posted promotional vacancy shall be maintained. An employee's current position will not be jeopardized by expressing interest in a vacant position.

Employees transferred/promoted/demoted and who unsuccessfully complete the probationary period or the position transferred/promoted/demoted to is abolished, shall have the right to assume the position from which he/she was transferred/promoted/demoted, unless that position has been abolished or filled; in such case, he/she shall be placed on the appropriate layoff list for the same or lower class.

9.7 Seniority lists shall be brought up to date on January 1 of each calendar year and posted on employees' bulletin boards. Copies of seniority lists shall be sent to the Secretary and President of the Union and the Human Resources Director.

9.8 Nothing herein shall be construed to affect the status of war veterans in contravention of existing laws relating to war veterans' employment, discharge, or promotion.

ARTICLE 10. PHYSICAL EXAMINATIONS

The Employer shall pay for all physical examinations for all regular employees if such examinations are required by the Employer.

ARTICLE 11. DISCIPLINE

11.1 All disciplinary action shall be for just cause. It shall be the policy of the Employer to administer disciplinary penalties without discrimination of any nature.

ARTICLE 12. GRIEVANCE PROCEDURE

SECTION A: GRIEVANCE PROCEDURE

A GRIEVANCE, for the purpose of this ARTICLE, is defined as a dispute or disagreement as to the interpretation or application of any terms or conditions of this AGREEMENT.

Employees shall have the right to process GRIEVANCEs through the procedures of this ARTICLE or through other procedures such as Veteran's Preference, Human Rights or other statutorily created procedures, provided that a GRIEVANCE may be processed through one procedure or the other, but not both. An employee who pursues a GRIEVANCE through a procedure other than the procedure provided in this section shall waive the rights of this ARTICLE of the AGREEMENT.

If a GRIEVANCE is not presented within the time limits set forth below, it shall be considered "waived." The time limit in each step may be extended by mutual written agreement of the EMPLOYER and the UNION in each step

Step 1. An employee claiming a violation concerning the interpretation or application of this AGREEMENT shall, within 21 calendar days after such alleged violation has occurred, place in writing, signed by the grieved employee and the grievance representative, setting forth the nature of the GRIEVANCE, the facts on which it is based, the provision or provisions of the AGREEMENT allegedly violated, and the remedy requested.

The matter shall be discussed with the employee's supervisor as designated by the EMPLOYER within 7 calendar days. The EMPLOYER'S response will be made in writing within 7 calendar days after the close of the discussion.

A GRIEVANCE not resolved in Step 1 and appealed to Step 2 shall be appealed to Step 2 within 7 calendar days after the supervisor's final Step 1 response.

Step 2. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the Department Head in consultation with Human Resources within 14 calendar days. Human Resources shall give the UNION the EMPLOYER'S Step 2 response in writing within 14 calendar days after the close of the discussion. A GRIEVANCE not resolved in Step 2 may be appealed to Step 3 within 14 calendar days following Human Resources final Step 2 response.

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 14 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 14 calendar days following the EMPLOYER-designated representative's final Step 3 response.

Step 4. Mediation of a GRIEVANCE: Upon completion of the previous Step and prior to requesting arbitration, the UNION and the EMPLOYER may, by mutual agreement, request mediation of the GRIEVANCE by the Bureau of Mediation Services or contracted services approved by the County Board for appointment of a mediator who will conduct meetings as deemed necessary in an attempt to resolve the GRIEVANCE. After the mediator or either party determines that further mediation would serve no purpose, a GRIEVANCE may be appealed to Step 5 within 30 calendar days.

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA. The selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCEs as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority:

A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this AGREEMENT. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within 30 days following close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this AGREEMENT and to the facts of the GRIEVANCE presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Past Practices. The Union agrees that past practices of the employer shall not be the basis for grievances.

ARTICLE 13. BULLETIN BOARD

13.1 The Employer will erect and maintain a bulletin board of reasonable size to be placed in all locations that may be mutually agreed upon between the Union and Employer, which bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

ARTICLE 14. PAY PLAN AND ADMINISTRATIVE REQUIREMENTS

14.1 Pay Plan

A. The monthly salary set forth in APPENDIX B entitled "Teamsters Local 320 Pay Plan" is hereto and hereby made a part of this Agreement and shall apply during the duration of this Agreement except as otherwise indicated in this Agreement. Employees of this bargaining Agreement will receive 01/01/2025 a 3% increase and 6% market adjustment; 01/01/2026 a 3% increase; and 01/01/2027 a 3% increase.

For the years 2026 and 2027: Drop existing first step and add new top step for each classification in the bargaining unit with a 3.5% increase being added to the new top step. The result is employees at the existing first step would move to the new first step. All other employees shall drop back one step and would advance a step forward on their hire date anniversary.

B. New hires for non-department head positions may be placed at any step within the range with concurrence of the Human Resources Director. The Department Head must show sufficient cause for such advancement which will include educational background, previous work experience, market considerations, or other considerations as deemed appropriate by the Human Resources Director.

New hires for department head positions may be placed at any step within the range by County Board decision as the hiring authority.

C. An entry level position with no experience credit will be placed on the first step of the grade. Upon successful completion of the 6-month probationary period, a new employee or an employee who made promotion will receive a step increase effective upon the 6-month date. For the employee starting on the first step, the steps shall be viewed at 1st step-starting; 2nd step-6 months; 3rd step-12 months; 4th step-24 months and so on.

D. Probation and Anniversary increases, no matter where the employee is on the pay plan, will not be implemented until Performance Appraisals have been conducted and submitted to the office of the Human Resources Director. Department Heads must verify satisfactory performance and prepare personnel action notices (PAN's) and attach this PAN to the performance appraisal form. This pertains to both Elected and Appointed Officials. The anniversary increases will become effective on the classification date and upon successful review of the performance and the salary increase will be implemented for the full pay period in which the classification date falls. The definition of a classification date shall be the date that an employee entered the job at its current classification.

E. Step 9 must be re-earned on an annual basis. Individuals with less than satisfactory performance upon completion of the performance appraisal shall be reduced to Step 8. Those reduced may re-earn Step 9 at the next anniversary performance appraisal by attaining satisfactory performance during that period.

F. The definition of an anniversary date shall be the first day of employment for any employee who has worked 1040 hours of continuous employment on an hourly wage basis or 6 months of continuous employment on a monthly salary basis.

G. Payroll Procedures:

1. The pay period shall be a period of 2 consecutive calendar weeks commencing at 12:01 AM Sunday of the first day of such pay period and ending at 11:59 PM on Saturday of said 2-week period. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday for the employees paid through the Payroll Department.

2. There shall be pay days every other Friday, with the exception of when a pay day falls on a holiday. In such cases, the pay day shall be the day before the holiday.

14.2 Administrative Requirements.

A. Changes in employment status: Changes in employment status of employees affecting pay or fringe benefits shall be submitted to the appropriate payroll department in writing by the respective department head not less than 10 working days before the end of the pay period for which such change becomes effective; otherwise, reflection of such changes in employment status will be delayed until the next ensuing pay period. The payroll department should also be notified 30 days prior to the completion of an employee's probation period for purposes of those fringe benefits requiring completion of a probation period.

B. Time for filing payroll deduction authorization or discontinuance: Any requests for added payroll deductions or changes in payroll deductions must be submitted in writing to the appropriate payroll department by the employee concerned not later than 7 regular working days before the end of the pay period for which such deduction or change in deduction is effective.

C. Jury Duty: When an employee is called for jury duty, they shall receive their hourly rate for their hours lost, up to the end of their assigned shift. The compensation for jury duty shall be paid from the Fund from which the employee is paid. Employees are required to submit to the County Auditor's Office their daily stipend received for their jury duty service. However, mileage received from the Courts can be kept by the employee.

D. Working Out of Class: This Section covers an employee assigned to accomplish the duties and responsibilities of a higher class position within or outside the bargaining unit which is unoccupied for a temporary, short-term period. If an employee is expressly assigned in writing by the supervisor, or hiring authority, to perform the majority of the duties and responsibilities of a vacant, higher class position, for 15 or more consecutive days, then the employee shall be considered to be working "out-of-class" and shall be placed at Step 1 of the classification or on the step of the classification that is most closely equal to the employee's current salary, but not less than the employee's current salary plus one step. Compensation for work done "out-of-class" shall be retroactive to the first day the employee was assigned to work "out-of-class."

14.3 Promotions, Demotions, and Comparable Worth Adjustments

A. When an employee is promoted to a higher paid class within the bargaining unit, the employee shall be paid at the step in the higher class which is equal to or next higher than the employee's current pay, plus one step. When an employee voluntarily accepts a demotion to a lower grade, the employee will be placed at the same step as the employee's step in the higher grade prior to demotion. For example, if the employee was at Step 6 in the employee's pay grade prior to accepting a voluntary demotion, the employee would be placed at Step 6 in the class to which the employee demoted.

B. When an employee's position is reclassified as a result of a re-evaluation to a lower grade from the position the employee previously held, the employee's pay shall be frozen until such time that the new pay grade and step are equal to or greater than the employee's current salary. When an employee's position is reclassified as a result of a re-evaluation to a higher grade, the employee will be placed at the step in the higher grade which is equal to or next higher than the employee's current pay.

C. Disciplinary, probationary and voluntary demotions: Any employee may be demoted to a position of a lower grade for which an employee is qualified for any of the following reasons:

1. When an employee would be otherwise laid off because the employee's position is being abolished; employee's position is reclassified

to a lower grade; because of lack of work, lack of funds, or the return to work from authorized leave of another employee to such a position in accordance with these rules.

2. When an employee does not possess the necessary qualifications to render satisfactory service in the position the employee holds, or when removed during probation.

3. When an employee voluntarily requests such demotion.

Any employee being demoted shall receive the reasons for such demotion in writing from the Human Resources Director.

When an employee is involuntary demoted, he/she shall be slotted on the step of the lower grade at the rate of compensation prior to the demotion. If the previous salary is beyond the new grade, there will be no increases as long as the employee remains in the demoted position or until such time that the salary may once again be within the range of the class of the demoted position.

When an employee accepts a voluntary demotion he/she shall be slotted on the step of the lower grade which is less than the previous rate of pay. The employee will receive the salary of where he/she is placed.

D. In the event of a lateral in-grade transfer the employee shall retain his/her same anniversary date for purposes of step increases and fringe benefits.

ARTICLE 15. DRUG AND ALCOHOL TESTING POLICY

The provisions of the Itasca County drug and alcohol testing policy as set forth in the Itasca County Personnel Policy are incorporated herein by reference the same as if fully set forth in this Article. However, any employee submitting to a urinalysis test shall have the right to have a portion of the sample sent to another lab at his/her own expense.

ARTICLE 16. ENTIRE AGREEMENT, WAIVER

This Agreement shall represent the complete Agreement between the Union and Employer.

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement, unless they mutually agreed to do so.

ARTICLE 17. SAVINGS CLAUSE

17.1 Any Article, Clause, or Statement herein contained that in any way violates the laws of the State of Minnesota shall be disregarded, and the laws of the State of Minnesota that are applicable hereto shall apply.

ARTICLE 18. DURATION OF AGREEMENT

18.1 This Agreement will be in effect from January 1, 2025, through December 31, 2027. This contract remains in force in the event settlement for the ensuing contract period has not been reached at the time this contract expires. In witness thereof:

COUNTY OF ITASCA:

____________________________	____________________________
Casey Venema County Board Chair	Brett Skyles County Administrator
____________________________	____________________________
Dated	Dated

TEAMSTERS LOCAL 320:

____________________________	____________________________
Business Agent	Union President
____________________________	____________________________
Dated	Dated

4357352.1

APPENDIX A-LANGUAGE INTERPRETATION-RETIREES

The parties have agreed to place any agreed upon language interpreting the provisions in the Agreement relating to retirees into this Appendix.

APPENDIX B

01/01/2025 320 Supervisors ANNUAL PAY PLAN 9.00% on 2024 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$20.97	$21.63	$22.30	$23.00	$23.75	$24.51	$25.40	$26.30	$27.22	**GRADE 1**
GRADE 2	$21.44	$22.06	$22.76	$23.50	$24.26	$25.03	$25.91	$26.85	$27.82	**GRADE 2**
GRADE 3	$21.93	$22.63	$23.34	$24.08	$24.86	$25.67	$26.60	$27.53	$28.51	**GRADE 3**
GRADE 4	$22.61	$23.32	$24.03	$24.84	$25.65	$26.49	$27.44	$28.42	$29.45	**GRADE 4**
GRADE 5	$23.29	$24.01	$24.79	$25.60	$26.43	$27.33	$28.30	$29.31	$30.38	**GRADE 5**
GRADE 6	$24.01	$24.81	$25.60	$26.43	$27.34	$28.25	$29.24	$30.32	$31.39	**GRADE 6**
GRADE 7	$25.03	$25.85	$26.72	$27.59	$28.51	$29.48	$30.50	$31.63	$32.78	**GRADE 7**
GRADE 8	$26.27	$27.13	$28.00	$28.95	$29.92	$30.92	$32.05	$33.23	$34.44	**GRADE 8**
GRADE 9	$27.70	$28.56	$29.52	$30.48	$31.53	$32.61	$33.78	$35.03	$36.34	**GRADE 9**
GRADE 10	$30.48	$31.53	$32.61	$33.72	$34.90	$36.09	$37.44	$38.81	$40.24	**GRADE 10**
GRADE 11	$33.47	$34.62	$35.84	$37.08	$38.37	$39.71	$41.18	$42.71	$44.31	**GRADE 11**
GRADE 12 ***Grade 12 /42 hr***	$36.75	$38.05	$39.40	$40.79	$42.24	$43.74	$45.38	$47.06	$48.84	**GRADE 12**
GRADE 13	$40.46	$41.89	$43.39	$44.92	$46.54	$48.23	$50.05	$51.93	$53.88	**GRADE 13**
GRADE 14	$44.37	$45.99	$47.62	$49.34	$51.14	$53.01	$55.02	$57.08	$59.25	**GRADE 14**
GRADE 15	$46.97	$48.67	$50.42	$52.28	$54.16	$56.12	$58.27	$60.47	$62.78	**GRADE 15**
GRADE 16	$49.18	$50.98	$52.82	$54.75	$56.75	$58.83	$61.08	$63.42	$65.83	**GRADE 16**
GRADE 17	$51.40	$53.28	$55.23	$57.24	$59.36	$61.55	$63.91	$66.33	$68.87	**GRADE 17**
GRADE 18	$53.74	$55.72	$57.76	$59.88	$62.10	$64.38	$66.84	$69.40	$72.07	**GRADE 18**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

*****These pay rates reflect an additional 6% market increase on January 1, 2025.*****

APPENDIX B

01/01/2026 320 Supervisors ANNUAL PAY PLAN 3.00% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.28	$22.97	$23.69	$24.46	$25.25	$26.16	$27.09	$28.04	$29.02	**GRADE 1**
GRADE 2	$22.72	$23.44	$24.21	$24.99	$25.78	$26.69	$27.66	$28.65	$29.65	**GRADE 2**
GRADE 3	$23.31	$24.04	$24.80	$25.61	$26.44	$27.40	$28.36	$29.37	$30.40	**GRADE 3**
GRADE 4	$24.02	$24.75	$25.59	$26.42	$27.28	$28.26	$29.27	$30.33	$31.39	**GRADE 4**
GRADE 5	$24.73	$25.53	$26.37	$27.22	$28.15	$29.15	$30.19	$31.29	$32.39	**GRADE 5**
GRADE 6	$25.55	$26.37	$27.22	$28.16	$29.10	$30.12	$31.23	$32.33	$33.46	**GRADE 6**
GRADE 7	$26.63	$27.52	$28.42	$29.37	$30.36	$31.42	$32.58	$33.76	$34.94	**GRADE 7**
GRADE 8	$27.94	$28.84	$29.82	$30.82	$31.85	$33.01	$34.23	$35.47	$36.71	**GRADE 8**
GRADE 9	$29.42	$30.41	$31.39	$32.48	$33.59	$34.79	$36.08	$37.43	$38.74	**GRADE 9**
GRADE 10	$32.48	$33.59	$34.73	$35.95	$37.17	$38.56	$39.97	$41.45	$42.90	**GRADE 10**
GRADE 11	$35.66	$36.92	$38.19	$39.52	$40.90	$42.42	$43.99	$45.64	$47.24	**GRADE 11**
GRADE 12 ***Grade 12 /42 hr***	$39.19	$40.58	$42.01	$43.51	$45.05	$46.74	$48.47	$50.31	$52.07	**GRADE 12**
GRADE 13	$43.15	$44.69	$46.27	$47.94	$49.68	$51.55	$53.49	$55.50	$57.44	**GRADE 13**
GRADE 14	$47.37	$49.05	$50.82	$52.67	$54.60	$56.67	$58.79	$61.03	$63.17	**GRADE 14**
GRADE 15	$50.13	$51.93	$53.85	$55.78	$57.80	$60.02	$62.28	$64.66	$66.92	**GRADE 15**
GRADE 16	$52.51	$54.40	$56.39	$58.45	$60.59	$62.91	$65.32	$67.80	$70.17	**GRADE 16**
GRADE 17	$54.88	$56.89	$58.96	$61.14	$63.40	$65.83	$68.32	$70.94	$73.42	**GRADE 17**
GRADE 18	$57.39	$59.49	$61.68	$63.96	$66.31	$68.85	$71.48	$74.23	$76.83	**GRADE 18**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX B

01/01/2027 320 Supervisors ANNUAL PAY PLA 3.00% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$23.66	$24.40	$25.19	$26.01	$26.94	$27.90	$28.88	$29.89	$30.94	**GRADE 1**
GRADE 2	$24.14	$24.94	$25.74	$26.55	$27.49	$28.49	$29.51	$30.54	$31.61	**GRADE 2**
GRADE 3	$24.76	$25.54	$26.38	$27.23	$28.22	$29.21	$30.25	$31.31	$32.41	**GRADE 3**
GRADE 4	$25.49	$26.36	$27.21	$28.10	$29.11	$30.15	$31.24	$32.33	$33.46	**GRADE 4**
GRADE 5	$26.30	$27.16	$28.04	$28.99	$30.02	$31.10	$32.23	$33.36	$34.53	**GRADE 5**
GRADE 6	$27.16	$28.04	$29.00	$29.97	$31.02	$32.17	$33.30	$34.46	$35.67	**GRADE 6**
GRADE 7	$28.35	$29.27	$30.25	$31.27	$32.36	$33.56	$34.77	$35.99	$37.25	**GRADE 7**
GRADE 8	$29.71	$30.71	$31.74	$32.81	$34.00	$35.26	$36.53	$37.81	$39.13	**GRADE 8**
GRADE 9	$31.32	$32.33	$33.45	$34.60	$35.83	$37.16	$38.55	$39.90	$41.30	**GRADE 9**
GRADE 10	$34.60	$35.77	$37.03	$38.29	$39.72	$41.17	$42.69	$44.19	$45.74	**GRADE 10**
GRADE 11	$38.03	$39.34	$40.71	$42.13	$43.69	$45.31	$47.01	$48.66	$50.36	**GRADE 11**
GRADE 12 ***Grade 12 /42 hr***	$41.80	$43.27	$44.82	$46.40	$48.14	$49.92	$51.82	$53.63	$55.51	**GRADE 12**
GRADE 13	$46.03	$47.66	$49.38	$51.17	$53.10	$55.09	$57.17	$59.16	$61.23	**GRADE 13**
GRADE 14	$50.52	$52.34	$54.25	$56.24	$58.37	$60.55	$62.86	$65.07	$67.35	**GRADE 14**
GRADE 15	$53.49	$55.47	$57.45	$59.53	$61.82	$64.15	$66.60	$68.93	$71.34	**GRADE 15**
GRADE 16	$56.03	$58.08	$60.20	$62.41	$64.80	$67.28	$69.83	$72.28	$74.81	**GRADE 16**
GRADE 17	$58.60	$60.73	$62.97	$65.30	$67.80	$70.37	$73.07	$75.62	$78.27	**GRADE 17**
GRADE 18	$61.27	$63.53	$65.88	$68.30	$70.92	$73.62	$76.46	$79.13	$81.90	**GRADE 18**

IN THE EVENT THERE IS A ROUNDING DIFFERENCE BETWEEN THIS APPENDIX AND PAYROLL, PAYROLL SHALL GOVERN.

APPENDIX C-EXEMPT/NON-EXEMPT POSITIONS

EXEMPT/NON-EXEMPT POSITIONS - SUPERVISORY UNIT

Job Title	Exempt/ Non-Exempt
Administrative Coordinator	Exempt
Assistant Land Commissioner	Exempt
Chief Deputy Auditor/Treasurer	Exempt
Assistant County Assessor	Exempt
Chief Deputy Recorder/Registrar	Exempt
Chief Deputy County Surveyor	Exempt
Assistant Jail Administrator/Lieutenant	Non-exempt
Deputy Sheriff/Lieutenant	Non-exempt
Emergency Communications Coordinator/Lieutenant	Non-exempt
Jail Administrator Captain	Non-exempt
Highway Maintenance Supervisor	Exempt
Environmental Services Coordinator	Exempt
Purchasing/Equipment Maintenance Supervisor	Exempt
Facility Management Supervisor	Non-exempt
First Assistant/Chief Deputy County Attorney	Exempt
Highway Maintenance Director	Exempt
Risk/Safety Manager	Exempt
Transportation Engineer	Exempt
Network & Security Supervisor	Exempt

APPENDIX D-SHERIFF'S DEPARTMENT SUPERVISORS

SHERIFF'S DEPT. SUPERVISORS

1. **APPLICATION:** This Appendix E applies to the following supervisory classifications in the Itasca County Sheriff's Department: Deputy Sheriff/Supervisor/Civil Process; Deputy Sheriff/Supervisor/Investigator; Jail Coordinator; Assistant Jail Coordinator; and Dispatch Coordinator.

2. **SCOPE:** All provisions of the attached collective bargaining agreement between Itasca County and Teamsters Local 320 (Union) shall apply to the supervisory classifications covered by this Appendix E, except as expressly modified by this Appendix D.

3. **ART. 7 - HOURS OF WORK FOR DEPUTY SHERIFF/SUPERVISORS:** The schedule of hours of work and break time shall be established by the Sheriff. The normal hours of work for the Jail Coordinator, Assistant Jail Coordinator and Dispatch Coordinator shall be an average of 40 hours per week. Such supervisors who are scheduled to work 40 hours per week and who are eligible for overtime shall be paid time and one-half for all hours worked in excess of 40 hours per week. The normal hours of work for the Deputy Sheriff/Supervisor classifications shall be an average of 42 hours per week. Deputy Sheriff/Supervisors who are eligible for overtime shall be paid 1.575 times their hourly rate of pay for all hours worked in excess of 42 hours per week.

4. **ART. 8 - HOLIDAYS:** Employees appointed to supervisory classifications covered by this Appendix E prior to July 1, 1998 shall be paid time and one-half the employee's regular hourly rate for all hours worked on designated holidays. Employee's appointed to such supervisory classification on or after July 1, 1998 shall receive the holiday pay benefit set forth in Section 8.1 of the Union collective bargaining agreement.

5. **ART. 8 - VACATION:** Employees appointed to supervisory classifications covered by this Appendix E prior to July 1, 1998 shall accrue vacation as of the employee's anniversary date for the benchmark year (rate of accrual change) and shall not be subject to the vacation accumulation limit set forth in Section 8.3 of the Union contract. Employees appointed to such supervisory classifications on or after July 1, 1998 shall be subject to all provisions of Section 8.3 of the Union contract regarding vacation and bonus vacation.

   Employees appointed to such supervisory classifications on or after July 1, 1998 who are scheduled to work 42 hours per week shall be subject to all provision of Section 8.3 of the Union contract except for vacation and bonus vacation accrual which shall be as follows:

APPENDIX D
SHERIFF'S DEPT. SUPERVISORS
(Continued)

Vacation shall be earned as follows:

Completed Years Of Service	Rate of Accumulation of Vacation Hours per pay period:
1-12 mths/1 yr	1.615 hrs
13-48 mths/2-4 yrs	3.231 hrs
49-108 mths/5-9 yrs	4.846 hrs
109-228 mths/10-19 yrs	6.462 hrs
+229 mths/+20 yrs	8.076 hrs

Effective1/1/17:

Completed Years Of Service	Rate of Accumulation of Vacation Hours per pay period
0-59 months	3.231 hours per pay period
60-119 months	4.847 hours per pay period
120-179 months	6.462 hours per pay period
180+ months	8.078 hours per pay period

Bonus vacation shall be earned as follows:

* 3.877 hours of sick leave shall be earned per pay period if the beginning balance is less than 1050 hours.

*1.939 hours of bonus vacation shall be earned for each pay period the beginning balance is 630 hours or greater, except in any pay period in which sick leave is taken.

6. **ART. 8 – SICK LEAVE:** Employees who are scheduled to work 40 hours per week shall be subject to all provisions of Section 8.4 of the Union contract regarding sick leave. Employees who are scheduled to work 42 hours per week shall be subject to all provisions of Section 8.4 of the Union contract regarding sick leave, except that 3.877 hours of sick leave shall be earned per pay period if the beginning balance is less than 1050 hours if the employee has worked or is on earned leave at least 50% of the pay period.

7. **<u>ART. 8 - SEVERANCE</u>:** Employees appointed to supervisory classification covered by this Appendix E prior to July 1, 1998 shall be eligible to convert up to 75% of accumulated sick leave to severance when eligible for severance under the Union contract. For employees hired after August 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 shall be deposited into the Employee's Post Health Care Savings Plan. Employees appointed to such supervisory classification positions on or after July 1, 1998 shall be eligible to convert up to 70% of accumulated sick leave to severance, or such other rate of conversion as may from time to time be set forth in Section 8.5 of the Union contract. For employees hired after August 23, 1994. The maximum County payment for the 70% dollar value of an employee's accumulated unused 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 an employee's accumulated unused sick leave which shall be deposited into the Employee's Post Health Care Savings Plan.

8. **ART. 8 – GROUP HOSPITAL - MEDICAL INSURANCE – RETIRED EMPLOYEES**: For employees newly hired to Itasca County after January 1, 1998, the maximum County payment for retirement group insurance premiums shall not exceed $10,000.

9. **<u>ON CALL</u>**. Deputy Sheriff/Supervisors who are scheduled by the Sheriff to be on call shall be compensated at the rate of $3.00 per hour for each hour of scheduled on call. On call requirements shall be as established by policy of the Sheriff, which policy may be amended from time to time by the Sheriff at the Sheriff's discretion.

10. **<u>APPENDIX B - PAY PLAN:</u>** The supervisory classifications covered by this Appendix D who are scheduled to work 42 hours per week shall be placed on the Union pay plan with the annual rate of pay that corresponds to the 42 hour per week schedule.

APPENDIX E-UPDATED MOU RE: MILITARY LEAVE POOL

02/26/2002 Updated Memorandum of Understanding, MOU re: Military Leave Pool

This MOU is being agreed to between Itasca County and Teamsters Local 320 to institute a Military Leave Pool (MLP). The terms and conditions of the MLP are spelled out below.

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool.

Itasca County may pay to each employee who is an eligible member of the national guard or other reserve component of the armed forces of the United States an amount equal to the difference between the member's basic active duty military salary and the salary the member would be paid as an active County employee, including any adjustments the employee would have received if not on leave of absence.

Payment may be made only to a person whose basic active duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be based on the employee's regular work week. [1] Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

Payment under this Policy must not exceed beyond four years from the date the employee was ordered to active service, plus any additional time the employee may be legally required to serve OR until the MLP is depleted–whichever occurs first. [2]

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[1] No reimbursement beyond the normal work week, i.e. employee normally works 43 hours/week, reimbursement will be based on 43 hours/week.

[2] The value of the pool will be established by actual count of hours donated and the actual value corresponding to those hours. I.e. If Employee A donates 4 hours of vacation and A's pay is $50/hour and Employee B donates 8 hours of vacation and B's pay is $100/hour then the value of the pool is 12 hours with a $1000 value.

The rate paid out will be subtracted from the value of the pool. I.e. If Employee P receives $1/hour difference (P makes $9 in the military and $10 at the County) and is gone for 25 work days or 200 work hours, then $200 is taken from the MLP and the MLP new balance is $800.

[3] Per 11/07/2001 Steve Fecker letter "Lacking an express statutory grant of authority to provide supplemental pay or benefits to employees called up to active military duty, with the exception of the 15

Employee share of state, federal (including FICA) taxes and PERA will be paid from the Military Leave Pool.

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to the Courthouse or Human Services Payroll Clerk and shall be recorded on the Employee Attendance Record during each year in January or during the occurring month of donation. To submit donated contribution, complete the Payroll form.[4]

One-time exception to the January 1st submission is granted to Payroll for purposes of organizing and activating the MLP.

This policy provides for retroactive payments to Itasca County employees called to unpaid military leave as of 09/11/2001.[5]

Employees on unpaid military leave who wish to receive contributions from the Military Leave Pool AND who have used all of their vacation and comp time balances[6] must submit written request with documentation of current military salary to Courthouse or Human Services Payroll.[7]

Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits. [3]

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day paid leave provided under MS 192.26, counties are without authority to provide supplemental pay or benefits."

[4]Payroll will create the necessary forms.

[5]Presumes the MLP is available for future military leaves even after Operating Enduring Freedom has concluded. If MLP was set up specifically for Operation Enduring Freedom, what does the Board and/or employees want to do with any fund balance after Operation Enduring Freedom concludes?

[6]This presumes the Board wants to mandate the use of vacation and comp time before giving Military Leave Pool donations.

[7]Does the Board want to accept a request from other "immediate family member", how will that be defined? And what liability goes with that? I.e. estranged spouse submits request

[8]Language addresses those who may be on local duty with time available to work.

Employees on military leave with orders to serve military time in the local area (within Itasca County geographical boundaries) must fulfill 40 hours working for the military and/or the County in order to be eligible to draw from the MLP.[8]

Employees on military leave with orders to serve military time outside of the local area (outside of Itasca County geographical boundaries) must serve 40 hours working for the military in order to be eligible to draw from the MLP.

This 02/26/2002 updated MOU supersedes any previously approved MOU by the County and employee group and the effective date of this updated MOU shall be retroactive to 09/11/2001. Was signed by: County Board Chair Robert Frick, ICEA President Tim Oakley, Coordinator Robert R. Olson

APPENDIX F-COUNTY ATTORNEY DEPARTMENT SUPERVISORS

Items 1-3 of this MOU are being agreed to between Itasca County and Teamsters Local 320 for supervisory jobs in the County Attorney Department.

1. Professional Education and Dues:

The County shall pay on the behalf of the employees, the cost of Minnesota Supreme Court Attorney license fee, the membership dues to the Minnesota Bar Association, Minnesota County Attorneys Association, National District Attorneys Association and the American Bar Association, as well as any other professional organization deemed appropriate by the Itasca County Attorney. The County shall pay on the behalf of the employees the cost of continuing legal education seminars, including the cost of travel, lodging and meals, when those seminars related to topics affecting Itasca County, and when the Itasca County Attorney has consented to the employee's attendance thereof.

2. Candidates for Elective Office: Leave of Absence:

An employee who announces his/her candidacy for any county-wide, state-wide, federal or judicial elective office, or any employee who files for such office, shall take an unpaid leave of absence effective upon such announcement or filing, whichever is earlier, and continuing until such time as the election is finally determined.

Upon the request of the Itasca County Attorney, an employee who announces his or her candidacy for any other elective office, including but not limited to township, school board or municipality office, shall take an unpaid leave of absence effective upon such announcement or filing, whichever is earlier, and continuing until such time as the election is finally determined.

3. On-call:

Notwithstanding any other provision, it is expressly understood that the "on-call" attorney shall not receive compensatory overtime unless legal services are requested. Prior authorization by the County Attorney for the "on-call" attorney or for the attorney responsible for felony prosecutions to respond is not needed. In the event of abuse, the County Attorney may deduct the claimed compensatory time.

The effective date of this MOU shall be 05/27/2003.

Was signed by: County Board Chair Mark Mandich, ICEA President Tim Oakley, Coordinator Robert R. Olson, County Attorney Jack Muhar.

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

Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-516

DEPARTMENT: Administrative Services **TIME REQUESTED:**
PRESENTER:

AGENDA ITEM:
Appointment - Park & Recreation Commission

BOARD ACTION REQUESTED:
Appoint Molly MacGregor to the Park & Recreation Commission fulfilling an unexpired District #2 vacancy effective August 12, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. Park & Rec Commission Application - Molly McGregor

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

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

Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-519

DEPARTMENT: Auditor / Treasurer
TIME REQUESTED: < 5 Minutes
PRESENTER: Austin Rohling

AGENDA ITEM:
New Tobacco License

BOARD ACTION REQUESTED:
Approve tobacco license for Casey's Retail Company dba Casey's #5235 located at 406 Main Ave, Bigfork, MN 55991. Casey's Retail Company is acquiring Two Rivers Convenience Store on September 16, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-520

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

AGENDA ITEM:
Approve IMCare Compliance Documents

BOARD ACTION REQUESTED:
Approve IMCare Compliance Plan, Code of Conduct and Related Policies and Procedures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. Compliance Plan, Code of Conduct, and Related P&Ps

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

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

Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-521

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

AGENDA ITEM:
Ross Resources Student Engagement & Attendance Support Program Services

BOARD ACTION REQUESTED:
Approve the Student Engagement & Attendance Support Program Services contract between ICHHS and Ross Resources, Ltd., for the period of September 1, 2025 through August 31, 2026.

BACKGROUND:
This contract is for student engagement and attendance support program services in each of the school districts of Itasca County for an amount not to exceed $385,050.00. (This contract was formerly called Truancy Prevention Services.) The County funded portion is $22,500.00 between Probation and Health & Human Services. The remainder is funded by the revenue generated and the school districts.

COUNTY ATTORNEY REVIEW: No

SUPPORTING DOCUMENTATION:
1. Ross Resources-Student Engagement & Attendence Support Program 2025-2026

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

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, 2025 through August 31, 2026.**

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 **STUDENT ENGAGEMENT & ATTENDANCE SUPPORT PROGRAM 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 <u>any</u> 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:

STUDENT ENGAGEMENT & ATTENDENCE SUPPORT PROGRAM IN EACH OF THE SCHOOL DISTRICTS OF ITASCA COUNTY.

TOTAL: (9/1/2025 – 8/31/2026): not to exceed $385,050.00

(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 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-156

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. 08-12-2025 Citizen Input Signup

08/12/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-85

DEPARTMENT: Auditor / Treasurer **TIME REQUESTED:** < 5 Minutes
PRESENTER: Gail Guck

AGENDA ITEM:
Commissioner Warrants

BOARD ACTION REQUESTED:
Approve Commissioner Warrants with a check date of August 13, 2025, in the amount of $433,680.88.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-190

DEPARTMENT: Human Resources **TIME REQUESTED:** < 5 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
Recognition of County Employees

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

Welcome to Spencer Schjenken, who is a new Mechanic/Welder in the Transportation Department, which was effective August 4th, 2025.

Welcome to Evan Petz, who is a new Eligibility Specialist in the Health and Human Services Department, which was effective August 4th, 2025.

Welcome to Jessica Rieland, who is a new Assessor/Appraiser in the Assessor Department, which was effective August 4th, 2025.

Welcome to Eugene Siddell, who is a new Assessor/Appraiser in the Assessor Department, which was effective August 4th, 2025.

Welcome to Jack Patten, who is a new Sherrifs/Road Deputy, which was effective August 4th, 2025.

Congratulations to Alissa Riehle, who moved from Administrative Support in the Recording Department to Clerk Treasurer in the Auditor-Treasurer Department, which was effective August 3rd, 2025.

Farewell to Lucas Thompson, whose last day as a Sheriff's Corrections Deputy/Captain will be August 22, 2025, after 24+ years of service.

Farewell to Kathryn Thies, whose last day as a Public Health Administrative Specialist will be August 15, 2025, after 18+ years of service.

Farewell to Molly Rother, whose last day as an Emergency Telecommunicator was be July 31st, 2025, after 1+ years of service.

Farewell to Elizabeth Lopez, whose last day as a Corrections Deputy was July 28th, 2025, after 2.5 months of service.

Congratulations to Clint Chance, who was promoted from Highway Maintenance Worker to Highway Maintenance Supervisor, in the Transportation Department, which was effective July 20, 2025.

Congratulations to DJ Roberts, who is transferring from Corrections Deputy to Deputy/Sheriff Road Deputy in the Sheriff Department, which was effective August 3, 2025.

Congratulations to Becky Sutherland, who is being promoted from HRIS Assistant to Recruiting and Development Specialist in the HR Department, which was effective August 3, 2025.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

08/12/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-517

DEPARTMENT: Administrative Services
TIME REQUESTED: 5 Minutes
PRESENTER: Commissioner Johnson

AGENDA ITEM:
Strategic Plan-Request TED Funding

BOARD ACTION REQUESTED:
Approve request for TED funding in the amount of $10,000 for Consulting Services to support Grant Applications.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

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

Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-525

DEPARTMENT: Administrative Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Brett Skyles

AGENDA ITEM:
MN Paid Family Medical Leave (PFML)

BOARD ACTION REQUESTED:
Approve Itasca County pursuing private coverage for MN Paid Family Medical Leave (PFML) through MetLife and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Itasca County - PFML Comparison

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

Paid Family and Medical Leave

Itasca County	State of MN Plan	MetLife	Madison National
Covered Monthly Payroll	$2,637,836	$2,637,836	$2,637,836
Rate	0.88%	0.79%	0.88%
Total Premium Per Month	$23,213	$20,839	$23,213
Total Premium Per Year	$278,555	$250,067	$278,555
Difference Per Year		($28,489)	$0
Rate Guarantee	1 Year	2 Years*	1 Year

Company	State of MN Plan	MetLife	Madison National
Rate Guarantee Considerations **Note:** Current inforce coverage does count toward the coverage requirements	The premium rate will be set each year, based on how the program is running and best budgeting practices to keep the fund at a healthy level.	***2 Year Rate Guarantee*** Needs to be sold with **two** other fully insured products (STD, LTD, Life, Dental, Vision, or Supplemental Health) **1 Year Rate Guarantee** Needs to be sold with **one** other fully insured product (STD, LTD, Life, Dental, Vision or Supplemental Health)	Rate Subject to Revision with Program Development. Needs to be sold with **one** disability product (STD, LTD)
Plan Design	State PFML Plan	Match State PFML Plan	Match State PFML Plan
State Filing Fee	None	$250 for groups 0-49, $500 for groups 50-499, $1,000 for groups 500+. This is a one time fee unless there are changes to the private plan in the future	$250 for groups 0-49, $500 for groups 50-499, $1,000 for groups 500+. This is a one time fee unless there are changes to the private plan in the future
How many Private PFML cases do you currently in-force in other States (outside of MN)?	None	Over 3,000 PFML groups, awarded New Hampshire State plan administration contract	None
What is the average PFML claim payment timeline once all needed information is submitted?	Unknown for MN. The turnaround time in other states has been about 60 days for payment.	Claims turnaround is 2 business days once all of the information has been gathered.	Claims turnaround is 5 business days once all of the information has been gathered.
Integration with other lines of coverage	None	One claims examiner for all coverages (STD, LTD, Supplemental Health)	One claims examiner for all coverages (STD, LTD)
Ongoing Administration	Work directly with the State for service issues. 300 new employees, new systems and new processes.	Integrity will be your contact for service inquiries and advocacy. We have a dedicated MetLife service team for Integrity groups that that has yielded good results for other coverages.	Integrity will be your contact for service inquiries and advocacy.

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
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Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-513

DEPARTMENT: Health & Human Services **TIME REQUESTED:** < 5 Minutes
PRESENTER: Naesa Myers

AGENDA ITEM:
Reallocate open Public Health Nurse position to Social Worker

BOARD ACTION REQUESTED:
Approve reallocating the open PHN position to SW position. Both are grade 11.

BACKGROUND:
Public Health has had an open Public Health Nurse (PHN) position, grade 11, for several months. As we anticipate this being posted by HR in the near future, we have determined that this position would be best reallocated to a social worker (SW) position, also a grade 11, as the need is in the Disability Unit.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

ITASCA COUNTY
BOARD OF COMMISSIONERS
Itasca County Courthouse
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Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-515

DEPARTMENT: Veteran Services **TIME REQUESTED:** 10 Minutes
PRESENTER: Randall Shrout

AGENDA ITEM:
Itasca County Veterans Council - County Commissioner Appreciation

BOARD ACTION REQUESTED:
Receive County Commissioner Appreciation from Itasca County Veterans Council.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

08/12/2025

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

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

Tuesday, August 12, 2025

REQUEST FOR BOARD ACTION: RBA-2025-526

DEPARTMENT: Land Department **TIME REQUESTED:** < 5 Minutes
PRESENTER: Kory Cease

AGENDA ITEM:
Sale of Tax-Forfeited Land through Private Sale per Special Legislation

BOARD ACTION REQUESTED:
Adopt the Resolution Re: Sale of Tax-Forfeited Land through Private Sale per Special Legislation, which approves sale of approximately 5.2 acres of land located in part of the Southwest Quarter of the Southeast Quarter, Section 15, Township 59 North, Range 24 West of the Fourth Principal Meridian, Itasca County, Minnesota, for a land value of $15,620.00 and timber value of $1,540.00 plus all associated costs; and approves removal of the said land from the Dunn-Stephens Memorial Forest.

BACKGROUND:
Special Legislation presented to the 2025 1st Special Session of the 94th Legislature passed into law as 2025 Minnesota Laws, Chapter 1, Article 5, Section 5, authorizes Itasca County to sell by private sale of approximately 5.2 acres of tax-forfeited land located in part of the Southwest Quarter of the Southeast Quarter, Section 15, Township 59 North, Range 24 West. The County Board previously passed Resolution 2025-1 requesting said special legislation. The tax-forfeited property described above includes the clubhouse and associated structures of the Swampsider's Snowmobile and ATV Club. The club has leased this small footprint of land for around 45 years on which they built the current clubhouse in 1980. Because of its age, the building, among others on the site, is rapidly deteriorating. The club has requested full ownership of the property as they are now planning on significant capital improvements to rehabilitate them.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. Purchase Agreement Settlement_Swampsiders
2. Itasca Co Special Legislation Parcel Map

RESULT:	**APPROVED (5 TO 0)**
MOVER:	Commissioner Terry Snyder
SECONDER:	Commissioner Cory Smith
AYES:	

	Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema

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

Tuesday, August 12, 2025

RESOLUTION 2025-29

WHEREAS, the Swampsider's Snowmobile and ATV Club has requested purchase of tax-forfeited land legally described as that part of the Southwest Quarter of the Southeast Quarter, Section 15, Township 59 North, Range 24 west of the Fourth Principal Meridian, Itasca County, Minnesota, further described as follows: Commencing at the northwest corner of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 01 minutes 34 seconds East, assigned bearing, along the north line of said Southwest Quarter of the Southeast Quarter a distance of 255.80 feet to the point of beginning; thence South 10 degrees 50 minutes 31 seconds East a distance of 604.37 feet; thence North 55 degrees 26 minutes17 seconds East a distance of 672.63 feet, more or less to the centerline of County Road 52; thence North 51 degrees 32 minutes 12 seconds West along said centerline a distance of 351.56 feet to said north line of the Southwest Quarter of the Southeast Quarter, thence South 89 degrees 01 minutes 34 seconds West along said north line a distance of 392.39 feet to the point of beginning for a land value of $15,620.00 and timber value of $1,540.00 and,

WHEREAS, the 2025 1st Special Legislative Session passed 2025 Minnesota Laws, Chapter 1, Article 5, Section 5, which authorizes Itasca County to sell by private sale of the tax-forfeited lands described above.

WHEREAS, the Itasca County Board of Commissioners has classified the above described property as non-conservation land (RBA 2024-157), and has determined that the public's interest would be best served by selling the tax-forfeited land directly to the Swampsider's Snowmobile and ATV Club, who currently own and occupies the clubhouse and structures located on said tax-forfeit parcel, and

NOW THEREFORE BE IT RESOLVED, that the Itasca County Board of Commissioners approves removal of the above described land from the Dunn-Stephens Memorial Forest and approves sale of said land under the terms of the attached purchase agreement for a land value of $15,620.00 and timber value of $1,540.00, plus all associated costs.

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

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

I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in this office on August 12, 2025 and that the same is a true and correct copy of the whole thereof.

Administrator

ITASCA COUNTY LAND PURCHASE AGREEMENT FOR TAX FORFEIT LAND

Regarding State Tax-Forfeited land described as:

PARCEL ID NUMBER: **55-015-4300**	Sec-Twp-Rge: **59-24-15**

Legal Description: That part of the Southwest Quarter of the Southeast Quarter, Section 15, Township 59 North, Range 24 West of the Fourth Principal Meridian, Itasca County, MN further described as follows: Commencing at the northwest corner of said Southwest Quarter of the Southeast Quarter; thence North 89 degrees 01 minutes 34 seconds East, assigned bearing, along the north line of said Southwest Quarter of the Southeast Quarter a distance of 255.80 feet to the point of beginning; thence South 10 degrees 50 minutes 31 seconds East a distance of 604.37 feet; thence North 55 degrees 26 minutes 17 seconds East a distance of 672.63 feet, more or less, to the centerline of County Road 52; thence North 51 degrees 32 minutes 12 seconds West along said centerline a distance of 351.56 feet to said north line of the Southwest Quarter of the Southeast Quarter; thence South 89 degrees 01 minutes 34 seconds West along said north line a distance of 392.39 feet to the point of beginning, containing 5.2 acres more or less.

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

TOTAL BID: $17,160.00

Total Appraised Value: $ 15,620.00

% Bid Up = 9.9 %

	Appraised	Bid	
Value of Timber	$ 1,540.00	$ 1,691.83	
Value of Building(s)		$ -	
Value of Land	$ 15,620.00	$ 17,160.00	(Assessor Zone 4, Upland, 5- 10 ac., - Access 1)
Assessments Due (if any)	$ -		

3% Assurance Fee	$514.80
State Deed Issuance Fee	$25.00
State Deed Recording Fee	$46.00
State Deed Tax	$56.63
$50.00 Well Certificate Recording Fee (where applicable)	$50.00
TOTAL PRICE:	**$17,852.43**

AMOUNT PAID ON DAY OF SALE: $ -

NO TIMBER SHALL BE CUT UNTIL ENTIRE PURCHASE PRICE IS PAID IN FULL

BALANCE DUE WITHIN 30 DAYS $17,852.43

I understand that the premises are being sold AS IS and that Itasca County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the premises. The premises is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60 and 103I.235 and any associated liabilities.

PURCHASER INFORMATION

BUYER 1: Print full name to be recorded on deed	***BUYER 2:*** Print full name to be recorded on deed
Swampsiders Snowmobile and ATV Club	
Signature: (sign in front of notary)	Signature: (sign in front of notary)
Date of signature:	Date of signature:
Address: 29730 County Road 52, Bigfork, MN 56628	Phone number:

Ownership Desired (MUST CHECK ONLY ONE)

___________ Single Ownership
___________ Co-ownership; Joint Tenancy
___________ Co-ownership; Tenancy in Common
___________ Co-ownership; other:________________________________

Notary:

Seal

State of: ____________________________________

County of: __________________________________

This instrument was acknowledged to before me this ___________ day of _____________________________, 2025 by:

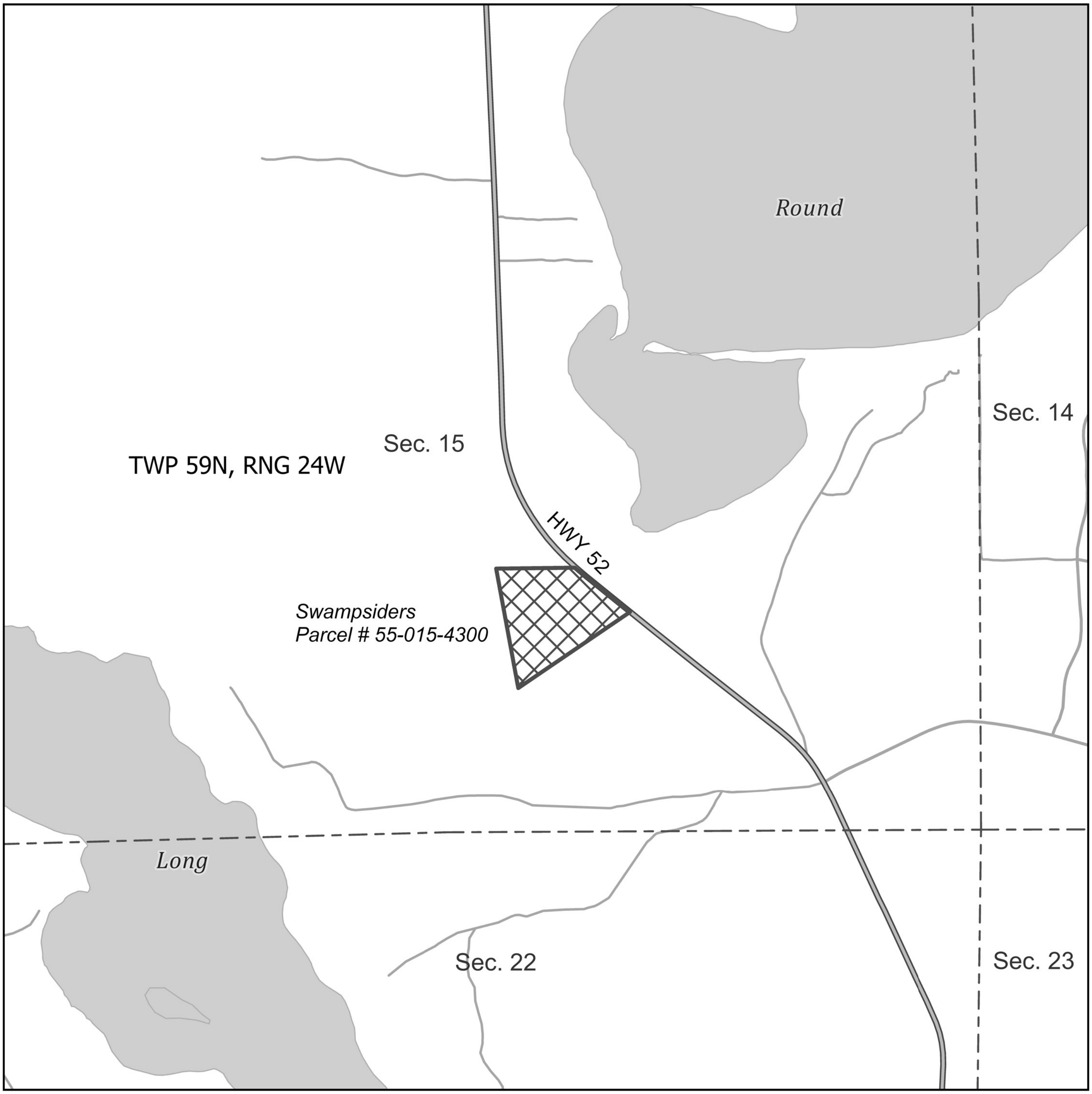
____ and ____, purchasers

____ Commission Expires: ___________________________

Notary

FOR COUNTY USE ONLY: Witness: Date: REV 02/2025

Swampsiders Snowmobile and ATV Club 5.27 acre parcel.
Within the Southwest Quarter of the Southeast Quarter, Section 15, Township 59 North, Range 24 West,
Itasca County, Minnesota



0 1,250 2,500 5,000 Feet

This information is a compilation of data from different sources with varying degrees of accuracy and requires a qualified survey to verify.

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Legend

SwampSiders Parcel

Lake

PLS Section

N W E S