**MEETING INFORMATION SHEET**
November 18, 2025

**PULL:** None

**ADDITIONS:** None

**CHANGES:** None

**INFORMATIONAL:**

1. Item #5.4 (Reimbursable Expenses) – added Resolution - CONSENT
2. Item # 6.5 (Schedule of Itasca County Board meetings) Resolution Corrections
    a. Update to 2nd “whereas”.
    b. Change scheduled day, September 2, 2026(Wednesday) to September 1, 2026 (Tuesday).
    c. Remove scheduled day, December 8, 2026(Tuesday) as this date falls during AMC Annual Conference.

# ITASCA COUNTY
# BOARD OF COMMISSIONERS

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

| | | |
|---|---|---|
| Tuesday, November 18, 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:** Updated information on Item #6.5 (Schedule of Itasca County Board Meetings) 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 |

## IV. MINUTES APPROVAL

**Motion To:** Approve the minutes of the Tuesday, November 4, 2025 Itasca County 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, November 4, 2025, Itasca County Regular Session.

## V. CONSENT AGENDA

**Motion To:** Added information to Item #5.4 (Reimbursable Expenses), pulled Item #6.11 (Contract Award-2027 Containerized Seedlings) and approve 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 corrected submission of a grant request to MnDOT Aeronautics for Hangar Site Prep Grant at the Bowstring Municipal Airport in the amount of $75,000 with a local match of $30,000.
2. Approve donation of 21 old courtroom benches to the Habitat for Humanity for their Restore program.
3. Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.
4. Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.
5. Approve the 2026 Liquor/Tobacco License renewals for establishments in Itasca County.
6. Approve the new Paid Family and Medical Leave (PFML) Policy, effective January 1, 2026, as required under the Minnesota Paid Familiy and Medical Leave Act (Minn. Stat. Chapter 268B), and approve the updates to existing County leave policies to ensure compliance and consistency with the new law and related state and federal regulations.
7. Adopt the Resolution Re: Agreement to State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions for SAP 031-668-008 & SAP 031-598-033, which authorizes entering into Mn/DOT Agreement No. 1060584 for Bridge Funding.
8. Award Forest Road Service contract to M & M Logging and Son's, Inc. in the amount of $29,060.00 to be paid from Forest Resource Fund 12 and authorize necessary signatures.
9. Adopt the Resolution Re: MnDOT Cooperative Construction Agreement No. 1060673, which authorizes entering into an agreement for a shared use path in the City of Deer River.
10. Authorize and approve the Terms of Sale for public online auctions of 2025 tax-forfeited properties. Pulled
11. Award the 2026 Containerized Seedling Contract to PRT USA, Inc. in the amount of $52,017.56 to be paid from the Forest Resources Fund 12 and authorize necessary signatures.

## VI. REGULAR AGENDA

1. Employee Recognition
   Itasca County recognized the following employee:

   Farewell to Shelley LaDoux, whose last day as Legal Office Assistant in the Attorney's Office was November 14, 2025, after 12+ years of service.
2. Commissioner Warrants
   **Motion To:** Approve Commissioner Warrants with a check date of November 4, 2025, in the amount of $1,827,652.46.

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

3. Commissioner Warrants
   **Motion To:** Approve Commissioner Warrants with a check date of November 19, 2025, in the amount of $876,255.98.

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

4. 2026 Legislative Priorities
**Motion To:** Added EMS Funding for Rural Hospitals and Trail Issues to the listen and approved the 2026 Legislative Priorities as Amended.

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

5. Schedule of Itasca County Board Meetings
**Motion To: U**pdate September 2, 2026 to September 1, 2026, remove November 11,2026, December 8, 2026 and adopt the Resolution Re: Year 2026 Schedule of Itasca County Board Meetings.

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

6. Office of Job Training
**Motion To:** Approve Commissioner John Johnson as an alternate for the Office of Job Training.

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

7. Northern Counties Coalition
**Motion To:** Approve Commissioner John Johnson as the alternate for Northern Counties Coalition.

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

8. Statewide Housing
**Motion To:** Approve allocation of the 2023 ($129,700) SAHA to the Itasca County Housing and Redevelopment Authority (ICHRA) Community Land Trust (CLT) homes program project.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | None Terry Snyder |
| **SECONDER:** | None Cory Smith |
| **AYES:** | Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema |

9. Proclamation - Itasca County Mental Health Court.
**Motion To:** Approve the Proclamation in support of the Itasca County Mental Health Court.

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

10. Judicial Security Fees

**Motion To:** Approve a fee of $75.00 for each Real Property Notice, Consent to Access, Request to Access and Consent to Terminate received under Minnesota Statute 480.50.

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

11. Rumblestrip Presentation

**Motion To:** Authorize the County Engineer to submit a Grant application for a rumble strip project in 2029 or 2030 with 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 |

## VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including the good communication with Leech Lake Band of Ojibwe, and he also shared that the Monument dedicated to those who have passed while on duty has been moved to the front of the Government Center building.

## VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending a Legislative Luncheon and an ICRRA meeting.

Commissioner Johnson reported on attending an AMC Futures meeting, State of Manufacturing Conference and a Grand Opening ceremony for the Ski Jumping Museum at Mount Itasca.

Commissioner Snyder reported on attending an ICRRA meeting, Legislative Luncheon, Grand Village meeting, and a Township Association meeting.

Commissioner Venema reported on attending a Western Mine Planning meeting, Construction meeting, and met with CEDA.

## IX. COMMISSIONER COMMENTS

Commissioner Johnson provided comment regarding our patrons coming into the Courthouse and/or Government Center and remaining professional to Itasca County employees. He also reminded the employees that if they are feeling uncomfortable to let the patron know that they will be stepping away to get a supervisor or manager.

Commissioner Snyder provided comment regarding a thank you for moving the monument to the front of the building and to consider having a re-dedication at the new spot.

## X. CLOSED SESSIONS

## XI. ADJOURN

Chair Venema adjourned the meeting at 3:23 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, November 18, 2025

## RESOLUTION 2025-49

**RE: Proclamation in Support of the Itasca County Mental Health Court Itasca County/Leech Lake Band of Ojibwe Resolution**

**WHEREAS,** a Joint jurisdiction Mental Health court between Itasca County and Leech Lake Band of Ojibwe operated collaboratively, towards meeting the needs of individuals struggling with significant mental health challenges, instead of using incarceration and probation, to create effective programs for offenders; and it is known that at least 44% and as many as 60% of local jail inmates experience mental illnesses.

**WHEREAS,** with increasing recognition of the impact of mental health in the criminal justice involvement, a dedicated mental health court will be a logical and necessary next step in improving community safety and reducing recidivism by helping community members overcome mental health challenges.

**WHEREAS,** with increasing recognition of the impact of mental health in the criminal justice involvement, a dedicated Mental Health court would be more effective at stopping repeat offenders, producing healthier, law-abiding citizens, improving public safety by reducing crime 8-26% in the community, and saving taxpayer dollars; and

**WHEREAS,** the savings and benefits of mental health courts include more effective interventions, decreased recidivism, safer communities and the court system; and

**WHEREAS,** Itasca County has the support and active participation from all its partners, including the Courts, law enforcement, probation, county attorney's office, human services, and other critical agencies; and

**WHEREAS,** Itasca County applied for a 3-year grant thru the Blandin Foundation, to implement a Mental Health court; and was awarded

**NOW THEREFORE BE IT RESOLVED,** the Itasca County Board of Commissioners supports a Mental Health court program in Itasca County.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

# ITASCA COUNTY
# BOARD OF COMMISSIONERS

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

Tuesday, November 18, 2025

## RESOLUTION 2025-50

### RE: PER DIEMS PAID TO ITASCA COUNTY COMMISSIONERS

**WHEREAS,** MN Statutes 375.055 provides for the establishment of compensation for services and per diems rendered by County Commissioners in all Minnesota Counties except Hennepin and Ramsey; and,

**WHEREAS,** the Itasca County Board of Commissioners views the Nursing Home Board to be a function of the regular Commissioner duties; and,

**WHEREAS,** the Attorney General has opined (No. 124a, April 28, 1994, p.4) that an officer may not collect more than one days per diem pursuant to the same authority regardless of the number of hours spent performing work in a single day.

**NOW THEREFORE BE IT RESOLVED,** that the Itasca County Board of Commissioners will not receive per diems for the discharge of official duties for the Nursing Home Board.

**BE IT FURTHER RESOLVED,** that the Itasca County Board of Commissioners shall not collect more than one per diem per day while acting on any committee under the direction of the Board.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

# ITASCA COUNTY
# BOARD OF COMMISSIONERS

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

Tuesday, November 18, 2025

## RESOLUTION 2025-51

### RE: REIMBURSABLE EXPENSES TO THE ITASCA COUNTY COMMISSIONERS

**WHEREAS,** MN Statutes 375.06 provides for the reimbursement of travel expenses incurred while County Commissioners are discharging their official duties while acting on any committee under the direction of the Board; and,

**WHEREAS,** County Commissioners are authorized to be reimbursed for mileage expense for using their personal automobile in discharging their official duties as County Commissioners while serving on a board, committee, or commission.

**NOW THEREFORE BE IT RESOLVED,** that the Itasca County Board of Commissioners shall be reimbursed for actual expenses incurred as outlined in the Itasca County Reimbursement for Expenses Policy while acting in the official duties of a County Commissioner under the direction of the County Board; and,

**BE IF FURTHER RESOLVED** that the Itasca County Board of Commissioners shall be reimbursed at the current Internal Revenue Service (IRS) rate for the use of their personal automobile while acting in their official duties or on a committee under the direction of the County Board.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

# ITASCA COUNTY
# BOARD OF COMMISSIONERS

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

Tuesday, November 18, 2025

## RESOLUTION 2025-52

**WHEREAS**, the Minnesota Legislature approved the Paid Family and Medical Leave (PFML) Act during the 2023 Legislative Session (Laws 2023, Chapter 59 – House File 2), which establishes a statewide paid family and medical leave program effective **January 1, 2026**; and

**WHEREAS**, the PFML Act provides eligible employees with paid leave benefits for qualifying family and medical reasons, administered either through the State program or an approved private plan; and

**WHEREAS**, Itasca County must adopt a policy in compliance with Minnesota Statutes Chapter 268B and designate the County's elected participation through a private plan administered by MetLife, as approved by the Minnesota Department of Employment and Economic Development (DEED); and

**WHEREAS**, the Human Resources Department has prepared a Paid Family and Medical Leave Policy consistent with state law and recommends corresponding updates to related County leave policies to ensure alignment and consistency across the County's personnel system;

**NOW, THEREFORE, BE IT RESOLVED**, that the Itasca County Board of Commissioners hereby approves and adopts the Paid Family and Medical Leave (PFML) Policy, effective January 1, 2026; and

**BE IT FURTHER RESOLVED**, that the Board hereby approves all necessary updates to existing County leave policies (including but not limited to Family and Medical Leave, Parental Leave, Sick Leave/ESST, and Leave of Absence policies) as presented by the Human Resources Department to ensure compliance with applicable state and federal regulations; and

**BE IT FINALLY RESOLVED**, that the Itasca County Human Resources Department is authorized to take all necessary actions to implement, communicate, and administer the PFML program, including required employee notices, coordination with DEED and the County's third-party administrator, and updates to the County's employee handbook and policy repository.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

# ITASCA COUNTY
# BOARD OF COMMISSIONERS

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

Tuesday, November 18, 2025

## RESOLUTION 2025-53

**RE: Local Bridge Replacement Program Grant Agreement**
**Grant Terms and Conditions SAPs 031-598-033; 031-668-008**

**WHEREAS,** Itasca County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridges No. 31583; 31584 and

**WHEREAS,** the Commissioner of Transportation has given notice that funding for this project is available; and

**WHEREAS,** , the amount of the grant has been determined to be $**757,350.60** by reason of the lowest responsible bid;

**NOW THEREFORE BE IT RESOLVED,** that Itasca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper County officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

# ITASCA COUNTY
# BOARD OF COMMISSIONERS

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

Tuesday, November 18, 2025

## RESOLUTION 2025-54

### RE: MNDOT COOPERATIVE CONSTRUCTION AGREEMENT NO. 1036787

**IT IS RESOLVED** that Itasca County enter into MnDOT Agreement No. 1060673 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the shared use path and roadway lighting construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 2, Trunk Highway 46 & Trunk Highway 6 under State Project No. 3102-52.

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

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

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

Tuesday, November 18, 2025

# RESOLUTION 2025-56

## RE: YEAR 2026 SCHEDULE OF ITASCA COUNTY BOARD MEETINGS

**WHEREAS,** the Itasca County Board of Commissioners performs their duties as outlined in M.S. 375 and/or other statutes pertaining to the responsibilities of the Board; and

**WHEREAS,** the Itasca County Board of Commissioners conducts County Board meetings within the statutory limitations put forward in M.S. 13D, commonly known as the "Open Meeting Law", and

**WHEREAS,** it is the intent of the Itasca County Board of Commissioners to give notice to the citizenry, the employees, and/or others notice of their meetings; and

**WHEREAS,** regular sessions are scheduled at 2:30 PM on the first through fourth Tuesdays of each month, except in December, unless the usual date is on a holiday, or a special meeting is scheduled with notice as outlined by M.S. 13D, in the Boardroom of the Itasca County Courthouse.

**NOW THEREFORE BE IT RESOLVED,** that the Itasca County Board of Commissioners adopts the following schedule for the year 2026:

Tuesday, January 13, 2026
Tuesday, January 20, 2026
Tuesday, January 27, 2026
Tuesday, February 3, 2026
Tuesday, February 10, 2026
Tuesday, February 17, 2026
Tuesday, February 24, 2026
Tuesday, March 3, 2026
Tuesday, March 10, 2026
Tuesday, March 17, 2026
Tuesday, March 24, 2026
Tuesday, April 7, 2026
Tuesday, April 14, 2026
Tuesday, April 21, 2026
Tuesday, April 28, 2026
Tuesday, May 5, 2026
Tuesday, May 12, 2026
Tuesday, May 19, 2026
Tuesday, May 26, 2026
Tuesday, June 2, 2026
Tuesday, June 9, 2026
Tuesday, July 7, 2026
Tuesday, July 14, 2026
Tuesday, July 21, 2026
Tuesday, July 28, 2026
Tuesday, August 4, 2026
Tuesday, August 11, 2026
Tuesday, August 18, 2026
Tuesday, August 25, 2026
Tuesday, September 1, 2026
Tuesday, September 8, 2026
Tuesday, September 15, 2026
Tuesday, September 22, 2026
Tuesday, October 6, 2026
Tuesday, October 13, 2026
Tuesday, October 20, 2026
Tuesday, October 27, 2026
Tuesday, November 3, 2026
Tuesday, November 17, 2026
Tuesday, November 24, 2026
Tuesday, December 1, 2026
Tuesday, December 15, 2026

Tuesday, June 16, 2026
Tuesday, June 23, 2026

**BE IT FURTHER RESOLVED** that the Year 2026 Organizational Meeting will be held on Tuesday, January 6, 2026, at 2:30 PM, pursuant to M.S. 375.07.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

# ITASCA COUNTY
# BOARD OF COMMISSIONERS

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

| Tuesday, November 4, 2025 | 2:30 PM | Itasca County Boardroom |
|---|---|---|

**DRAFT**

## 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 | Absent | |
| John Johnson | District #3 | Absent | |
| 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:** Approve the agenda, as presented.

| | |
|---|---|
| **RESULT:** | **APPROVED (3 TO 0)** |
| **MOVER:** | Commissioner Cory Smith |
| **SECONDER:** | Commissioner Larry Hopkins |
| **AYES:** | Cory Smith, Larry Hopkins, Casey Venema |
| **ABSENT:** | Terry Snyder, John Johnson |

### IV. MINUTES APPROVAL

**Motion To:** Approve the minutes of the Tuesday, October 28, 2025, County Board Regular Session.

| | |
|---|---|
| **RESULT:** | **APPROVED (3 TO 0)** |
| **MOVER:** | Commissioner Cory Smith |
| **SECONDER:** | Commissioner Larry Hopkins |
| **AYES:** | Cory Smith, Larry Hopkins, Casey Venema |
| **ABSENT:** | Terry Snyder, John Johnson |

1. Approve the minutes of the Tuesday, October 28, 2025 Itasca County Regular Session.

### V. CONSENT AGENDA

**Motion To:** Pull Item #5.9 (Paid Family Leave Policy and updates to the current Leave of Absence Policies) and approve the Consent agenda, as amended.

| | |
|---|---|
| **RESULT:** | **APPROVED (3 TO 0)** |
| **MOVER:** | Commissioner Cory Smith |
| **SECONDER:** | Commissioner Larry Hopkins |
| **AYES:** | Cory Smith, Larry Hopkins, Casey Venema |
| **ABSENT:** | Terry Snyder, John Johnson |

1. Adopt the Resolution approving the Arbitration Award and prior tentative Agreements covering the Collective Bargaining Agreement between the County of Itasca and Itasca County Attorneys Association representing the Assistant County Attorney Unit for calendar years 2025, 2026, and 2027.
2. Approve Itasca County Sheriff's Office Fitness Policy and Procedures.
3. Approve submission of a grant request to MnDOT Aeronautics for A/D Building Utilities at the Bowstring Municipal Airport in the amount of $10,000 with a local match of $1000.
4. Approve submission of a grant request to MnDOT Aeronautics for a Contruct SRE Equipment Building Grant at the Bowstring Municipal Airport in the amount of $400.000 with a local match of $40,000.
5. Approve submission of a grant request to MnDOT Aeronautics for Hangar Site Prep Grant at the Bowstring Municipal Airport in the amount of $50,000 with a local match of $5000.
6. Approve the transfer of funds in the amount of $1,500,000 from the Unorganized Township road and bridge accounts to the County Road and Bridge fund for road maintenance costs in Unorganized Townships.
7. Approve final payment for Contract 59105 and authorize the County Board Chairperson and Clerk to the County Board to sign the Certificate of Final Payment.
8. Approve Honeywell software upgrade and assurance contract 40099531 and authorize necessary signatures.

## VI. REGULAR AGENDA

1. Commissioner Warrants

**Motion To:** Approve Commissioner Warrants with a check date of November 5, 2025, in the amount of $329,594.01.

| | |
|---|---|
| **RESULT:** | **APPROVED (3 TO 0)** |
| **MOVER:** | Commissioner Cory Smith |
| **SECONDER:** | Commissioner Larry Hopkins |
| **AYES:** | Cory Smith, Larry Hopkins, Casey Venema |
| **NAYS:** | None |
| **ABSTAIN:** | None |
| **ABSENT:** | Terry Snyder, John Johnson |

2. United Way Campaign update

Kim Brink Smith provided an update on the United Way Campaign.

| | |
|---|---|
| **RESULT:** | **INFORMATIONAL - NO ACTION TAKEN** |

3. Northwoods Regional ATV Trail Alliance Award

Forest Recreation Specialist Sara Thompson and Perry May from Alliance provided information on the Northwoods Regional ATV Trail Alliance Award received.

| | |
|---|---|
| **RESULT:** | **INFORMATIONAL - NO ACTION TAKEN** |

4. 2024 Emergency Management Performance Grant (EMPG)
   **Motion To:** Authorize the Itasca County Board Chair, Administrator, and Sheriff to sign the 2024 Emergency Management Performance Grant (EMPG) in the amount of $24,010 which is an agreement between the Minnesota Commissioner of Public Safety, Division of Homeland Security and Emergency Management (HSEM) and Itasca County.

| | |
|---|---|
| **RESULT:** | **APPROVED (3 TO 0)** |
| **MOVER:** | Commissioner Cory Smith |
| **SECONDER:** | Commissioner Larry Hopkins |
| **AYES:** | Cory Smith, Larry Hopkins, Casey Venema |
| **ABSENT:** | Terry Snyder, John Johnson |

## VII. ADMINISTRATOR UPDATE

County Administrator Brett Skyles provided an Administrator Update, including the next Board meeting scheduled for November 12, 2025, as there will be no audio/video due to moving equipment to new boardroom.

Consensus of the Board is to cancel this meeting.

## VIII. COMMITTEE REPORTS

Commissioner Smith reported on attending the Bi-Annual Mississippi Headwaters Board meeting, Grand Village meeting and a Veterans Council/Public meeting.

Commissioner Venema reported on attending the Veterans Council/Public meeting.

## IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding Deer Hunting coming up and being safe during this time.

Commissioner Venema provided comment regarding having citizen input after adjourning the meeting.

## X. CLOSED SESSIONS

## XI. ADJOURN

Chair Venema adjourned the meeting at 2:51 PM.

**ATTEST**

| | |
|---|---|
| Casey Venema<br>Chair of the County Board | Brett Skyles<br>Clerk of the County Board |

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

Tuesday, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-666

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

**AGENDA ITEM:**
Hangar Site Prep Grant - Bowstring Airport

**BOARD ACTION REQUESTED:**
Approve corrected submission of a grant request to MnDOT Aeronautics for Hangar Site Prep Grant at the Bowstring Municipal Airport in the amount of $75,000 with a local match of $30,000.

**BACKGROUND:**
At the 11/4/2025 Regular Session, the Board approved submission of a grant amount of $50,000 with a local match of $5000 as was initially given to us. We did end up receiving an updated grant request, that was attached to the 11/4/2025 meeting agenda, but the Board Action Requested was not updated to reflect the correct amount.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**
1. Hangar Site Prep Grant

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

DEPARTMENT OF TRANSPORTATION
AERONAUTICS

Office of Aeronautics
395 John Ireland Blvd
St. Paul, MN 55155

October 17, 2025

Kenneth Reichert

Airport Manager

Bowstring

**Subject: State Fiscal Year 2026 Capital Grant Award Notification – 2nd Round Offer**

Dear Kenneth Reichert,

The Minnesota Department of Transportation (MnDOT) Office of Aeronautics has completed its review and prioritization of funding requests submitted during the State Fiscal Year (SFY) 2026 Capital Grant solicitation.

We are pleased to inform you that the **Hangar Site Prep** project, with a total cost of **$75,000**, has been selected to receive a State Grant Offer. MnDOT will proceed with executing a grant contract under the following conditions:

**Grant Conditions**

- **Project-Specific Funding**: The awarded funds are designated specifically for the project named above and may not be transferred to another project at your airport.
- **Grant Execution Period**:
  The awarded funds must be encumbered during SFY 2026 (July 1, 2025 – June 30, 2026). To ensure timely use of State Airports Fund resources:
  - You must notify MnDOT of your **intent to pursue this grant no later than November 14, 2025**.
  - A **complete grant request** must be submitted by **December 19, 2025**.
  - If a complete request is not submitted by December 19th and no extension is approved, the project will be removed from consideration for SFY 2026 funding, funds will then be reprogrammed to support other airport needs, and the project would have to be resubmitted for prioritization during the next fiscal year's solicitation.

**Required for a Complete Grant Request**

Please submit the following documents by email to airportdevelopment@state.mn.us:

- A **Grant Request Letter** on sponsor letterhead identifying the project and requested funding.
- A **Project Cost Split** in Excel format. A template is available at: http://www.dot.state.mn.us/aero/airportdevelopment/forms.html
- Any supporting documentation outlining project costs (e.g., bid tabs, consultant agreements).
- MnDOT may request additional clarification or documents as needed.

Office of Aeronautics
395 John Ireland Blvd
St. Paul, MN 55155

**Next Steps and Reimbursement Details**

- Once MnDOT receives and approves your complete request, we will encumber the funds and prepare a grant contract for signature.
- **No reimbursement** will be made until a **fully executed grant contract** is in place.
- If early work is necessary, you may consult your Regional Engineer about proceeding through the **Early Encumbrance process**. Be aware:
    - Costs incurred **before encumbrance** are not eligible for reimbursement.
    - Costs incurred **after encumbrance but before grant execution** may be eligible—**but only reimbursed after** full contract execution.
    - Early Encumbrance is at your own risk and does not guarantee funding until a signed contract is in place.

**Key Deadlines Summary**

1. **November 14, 2025** – Confirm your intent to proceed with the project.
2. **December 19, 2025** – Submit a complete grant request or coordinate an alternate deadline with your Regional Engineer.
3. **December 20, 2025** – If no grant request is received and no extension approved, the project will be removed from consideration, and you must reapply in the next solicitation round.

If you no longer intend to pursue this project for SFY 2026, please notify me as soon as possible so the funds may be reallocated. If you have any questions or need assistance, don't hesitate to contact me directly.

Sincerely,

Jason Radde Digitally signed by Jason Radde
Date: 2025.10.31 08:33:29 -05'00'

Jason Radde, P.E.

Central Region Engineer

Minnesota Department of Transportation – Office of Aeronautics

Central Region Engineer

CC: Jerry Bolin, jerry.bolin@karvakko.com

*Equal Opportunity Employer*

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

Tuesday, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-629

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

**AGENDA ITEM:**
Donate Old Courtroom Benches

**BOARD ACTION REQUESTED:**
Approve donation of 21 old courtroom benches to the Habitat for Humanity for their Restore program.

**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, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-634

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

**AGENDA ITEM:**
Per Diems

**BOARD ACTION REQUESTED:**
Adopt the Resolution Re: Per Diems Paid to Itasca County Commissioners.

**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, November 18, 2025

# RESOLUTION 2025-50

## RE: PER DIEMS PAID TO ITASCA COUNTY COMMISSIONERS

**WHEREAS,** MN Statutes 375.055 provides for the establishment of compensation for services and per diems rendered by County Commissioners in all Minnesota Counties except Hennepin and Ramsey; and,

**WHEREAS,** the Itasca County Board of Commissioners views the Nursing Home Board to be a function of the regular Commissioner duties; and,

**WHEREAS,** the Attorney General has opined (No. 124a, April 28, 1994, p.4) that an officer may not collect more than one days per diem pursuant to the same authority regardless of the number of hours spent performing work in a single day.

**NOW THEREFORE BE IT RESOLVED,** that the Itasca County Board of Commissioners will not receive per diems for the discharge of official duties for the Nursing Home Board.

**BE IT FURTHER RESOLVED,** that the Itasca County Board of Commissioners shall not collect more than one per diem per day while acting on any committee under the direction of the Board.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

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

Tuesday, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-635

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

**AGENDA ITEM:**
Reimbursable Expenses

**BOARD ACTION REQUESTED:**
Adopt the Resolution Re: Reimbursable Expenses to Itasca County Commissioners.

**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, November 18, 2025

## RESOLUTION 2025-51

### RE: REIMBURSABLE EXPENSES TO THE ITASCA COUNTY COMMISSIONERS

**WHEREAS,** MN Statutes 375.06 provides for the reimbursement of travel expenses incurred while County Commissioners are discharging their official duties while acting on any committee under the direction of the Board; and,

**WHEREAS,** County Commissioners are authorized to be reimbursed for mileage expense for using their personal automobile in discharging their official duties as County Commissioners while serving on a board, committee, or commission.

**NOW THEREFORE BE IT RESOLVED,** that the Itasca County Board of Commissioners shall be reimbursed for actual expenses incurred as outlined in the Itasca County Reimbursement for Expenses Policy while acting in the official duties of a County Commissioner under the direction of the County Board; and,

**BE IF FURTHER RESOLVED** that the Itasca County Board of Commissioners shall be reimbursed at the current Internal Revenue Service (IRS) rate for the use of their personal automobile while acting in their official duties or on a committee under the direction of the County Board.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-630

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

**AGENDA ITEM:**
2026 Liquor/Tobacco License Renewals

**BOARD ACTION REQUESTED:**
Approve the 2026 Liquor/Tobacco License renewals for establishments in Itasca County.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**
1. RBA Renewal Attachment 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 |

# Auditor/Treasurer's Office

Attachment for RBA for November 18, 2025 Meeting

**Board action requested**:

Approve the following 2026 Beer, Liquor, and Tobacco License Renewal Applications

| Business Name | Agent Name | License Type |
|---|---|---|
| 38 Outpost | Almquist | Off Sale, Tobacco |
| 63 Fuel Stop | Edvenson | Tobacco |
| American Legion – Taconite | Hanson | Tobacco |
| Anchor Inn Resort | Chapman | Combo, Sunday |
| Antler Lake Lodge | Berzins | On Sale, Sunday |
| Antler Store & Motel | Berzins | Off Sale, Tobacco |
| Balsam Store | Rehbein | Tobacco |
| Balsam Liquor Store | Rehbein | Off Sale |
| Bigfork Wilderness Bar | Westerman | Tobacco |
| Blackberry Junction | Manetas | On Sale, Sunday |
| Blueberry Bowl | Gullickson | Combo, Sunday |
| Blueberry Hills Golf | Osse | Tobacco, Wine w/ Strong Beer, Sunday, On-Sale |
| Bobbers Bar | Karau | Combo, Sunday |
| Bottles & Beer Liquors | Philips | Tobacco |
| Bowstring Store | Schultz | Tobacco |
| Casey's General Store (3) | Casey | Tobacco |
| Cedar Creek Tavern | Grahek | On Sale, Sunday |
| Cenex Convenience Center GR | Box | Tobacco |
| Cut Foot Sioux Inn | Perrington | Combo, Sunday |
| Davis Oil | Wagner | Tobacco |
| Deer Lake Charlie's | Blackmer | 3.2 |
| Dixon Lake Resort | Christensen | Wine w/ Strong Beer |
| Dollar General (2) | DG Retail LLC | Tobacco |
| Effie Country Service | Powell | Tobacco |
| Fish Tales | Herda | Combo, Sunday |
| Fred's Store | Majewski | Tobacco |
| Frontier Sports | Bales | Off-Sale, Tobacco |
| God's Country Outfitters | Reinhardt | Tobacco |
| Golf on the Edge | Hanson | On Sale, Sunday |
| Gosh Dam Place | Greiner | Combo, Sunday |
| GR Tobacco N Vape Plus | Anan | Tobacco |
| Great Outdoors Bottleshop | Maddern | Off Sale, Tobacco |
| Harwoods | Heathman | Off Sale, Tobacco |
| Hayslips Corner | Liljenberg | Combo, Sunday |
| Holiday Station Stores (3) | ---- | Tobacco |
| Hollywood Bait | Vekich | Tobacco |
| Hoot-N-Holler | Boyer | Combo, Sunday |
| Junction Bar & Grill | Kloeckl | Combo, Sunday, Tobacco |
| K-M Corner Store | Lallak | Off Sale, Tobacco |
| Kocian's IGA | Powell | Tobacco |
| Lakeshore Tobacco Vapor | Sadi | Tobacco |
| Lakewood Lodge | Osborne | Combo, Sunday |
| Little Turtle Lake Store | Ernhart | Tobacco |
| Little Winnie Resort | Graupmann | Combo, Sunday |

| | | |
|---|---|---|
| Lucky One Stop (3) | Skalko | Tobacco |
| M&H Gas | Miller & Holmes | Tobacco |
| MJ’s Lodge & Resort | Edman | Combo, Sunday |
| Max Mini Store | Michalek | Tobacco, Off Sale |
| North Star Lake Resort | Felske | On Sale, Sunday |
| Nuch’s on the Corner | Marinucci | Tobacco |
| Otis’s Grill & Bar | Bobich | Combo, Sunday |
| Petrich’s Store | Petrich | Tobacco |
| The Pickled Loon Saloon | Larson | Combo, Sunday |
| Pincherry Grove Resort | Gruhlke | 3.2 |
| Pokegama Lake Store | Bales | Off Sale, Tobacco |
| Pokegama Plaza Liquor | Tabke | Tobacco |
| R-Bar & Grill | Carrigan | Combo, Sunday |
| Riley’s Fine Food & Drink | Bakkedahl | Combo, Sunday |
| River Rat One Stop | Roth | Off Sale, Tobacco |
| RJ’s Market & Liquor | Herdman | Tobacco |
| Rockets | Heller | Tobacco |
| Ron’s Korner Market | Gangl | Tobacco |
| Spider Lake Resort | Porth | 3.2 |
| Spider Shores Resort | Bush | 3.2 |
| Spring Lake Store | Gunther | 3.2, Tobacco |
| S & S Meat | Hager | Tobacco |
| Sugar Lake Lodge | Bobich | On Sale, Sunday |
| Super One Foods #520 | Miner | Tobacco |
| Super One Foods #515 | Miner | Tobacco |
| Super One Liquor | Miner | Tobacco |
| Sure Game Wilderness Resort | Weitzel | Combo, Sunday |
| Swan Lake Country Club | Anderson/Rule | On Sale, Sunday |
| Swan Lake Marathon | Finke | Tobacco |
| Swan River Red Eye | Manetas | Combo, Sunday |
| Timberwolf Inn | Ellis/Moskal | Combo, Sunday |
| Tobacco Den | Locke | Tobacco |
| Trailside Restaurant & Bar | Probasco | On Sale, Sunday |
| Walgreens #13163 | Walgreen Co. | Tobacco |
| Wal-Mart #1609 | Wal-Mart Inc. | Tobacco |
| Winnie Trading Post | Peck | Off Sale, Tobacco |
| Zorbaz | Hanson | On Sale, Sunday |

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-658

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

**AGENDA ITEM:**
Paid Family Medical Leave (PFML) Policy and updates to the current Leave of Absence Polices

**BOARD ACTION REQUESTED:**
Approve the new Paid Family and Medical Leave (PFML) Policy, effective January 1, 2026, as required under the Minnesota Paid Familiy and Medical Leave Act (Minn. Stat. Chapter 268B), and approve the updates to existing County leave policies to ensure compliance and consistency with the new law and related state and federal regulations.

**BACKGROUND:**

The State of Minnesota's Paid Family and Medical Leave (PFML) program takes effect on January 1, 2026, requiring all public employers to comply with the new law that provides wage replacement benefits for qualifying family and medical leaves. In preparation for implementation, Human Resources has developed a new PFML Policy establishing the County's administrative procedures and coordination with other leave programs such as FMLA, ESST, and Parental Leave.

As part of this process, HR has also completed a comprehensive review and update of all existing leave-related policies to ensure legal compliance, consistency across policy language, and alignment with the new PFML provisions. Updates include revisions to the general Leave of Absence, Family and Medical Leave (FMLA), Earned Sick and Safe Time (ESST), and Parental Leave policies, as well as related administrative procedures.

**COUNTY ATTORNEY REVIEW:**

**SUPPORTING DOCUMENTATION:**
1. PFML Policy - Draft
2. Supplemental Leave Election & Acknowledgment
3. LOA Policy - Draft
4. Leave Spreadsheet
5. FMLA Policy - Draft
6. ESST Policy - Draft
7. Catastrophic Leave Donation Policy - Draft

8. Leave of Absense Policy - OLD
9. Sick Leave Policy - OLD
10. Catastrophic Leave Donation Policy 2-22-22 (2)

| | |
|---|---|
| **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, November 18, 2025

## RESOLUTION 2025-52

**WHEREAS**, the Minnesota Legislature approved the Paid Family and Medical Leave (PFML) Act during the 2023 Legislative Session (Laws 2023, Chapter 59 – House File 2), which establishes a statewide paid family and medical leave program effective **January 1, 2026**; and

**WHEREAS**, the PFML Act provides eligible employees with paid leave benefits for qualifying family and medical reasons, administered either through the State program or an approved private plan; and

**WHEREAS**, Itasca County must adopt a policy in compliance with Minnesota Statutes Chapter 268B and designate the County's elected participation through a private plan administered by MetLife, as approved by the Minnesota Department of Employment and Economic Development (DEED); and

**WHEREAS**, the Human Resources Department has prepared a Paid Family and Medical Leave Policy consistent with state law and recommends corresponding updates to related County leave policies to ensure alignment and consistency across the County's personnel system;

**NOW, THEREFORE, BE IT RESOLVED**, that the Itasca County Board of Commissioners hereby approves and adopts the Paid Family and Medical Leave (PFML) Policy, effective January 1, 2026; and

**BE IT FURTHER RESOLVED**, that the Board hereby approves all necessary updates to existing County leave policies (including but not limited to Family and Medical Leave, Parental Leave, Sick Leave/ESST, and Leave of Absence policies) as presented by the Human Resources Department to ensure compliance with applicable state and federal regulations; and

**BE IT FINALLY RESOLVED**, that the Itasca County Human Resources Department is authorized to take all necessary actions to implement, communicate, and administer the PFML program, including required employee notices, coordination with DEED and the County's third-party administrator, and updates to the County's employee handbook and policy repository.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

<table>
<tr><td rowspan="3">ITASCA COUNTY<br><br>HUMAN<br>RESOURCES</td><td>EFFECTIVE DATE:</td><td>POLICY #: HR-006-2025</td></tr>
<tr><td>RBA #:<br>RBA Dated:</td><td>BOARD APPROVAL DATE:</td></tr>
<tr><td colspan="2">REFERENCES:<br>Minnesota Paid Family and Medical Leave Act (Minn. Stat. §§ 268B.01–268B.25)<br>Family and Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.)<br>Minnesota Parenting Leave, Minn. Stat. §181.941<br>Minnesota Safety Leave, Minn. Stat. §181.9413</td></tr>
<tr><td colspan="3">SUBJECT: Paid Family and Medical Leave (PFML) Policy</td></tr>
</table>

**Policy Statement**

Itasca County complies with the State of Minnesota Paid Family and Medical Leave (PFML) program. PFML provides partial wage replacement for employees who need time away from work for qualifying family and medical reasons. **Benefits are administered by MetLife, the County's designated third-party claims administrator.**

---

**Eligibility**

Employees are eligible if they:

- Earn sufficient wages in a base period to meet the state threshold (5.3% of the state average annual wage); and
- Have qualifying employment within the State of Minnesota.

All Itasca County employees who meet the state eligibility criteria are covered.

---

**Covered Leave Reasons**

Eligible employees may use PFML for the following:

- Employee's own serious health condition that prevents them from performing job duties.
- Bonding with a new child (birth, adoption, or foster placement).
- Caring for a family member with a serious health condition.
- Qualifying exigency related to military service.
- Safety leave related to domestic abuse, sexual assault, or stalking (Minn. Stat. §181.9413).

---

**Duration of Leave**

Employees may take:

- Up to 12 weeks of paid leave for family leave.
- Up to 12 weeks of paid leave for medical leave.
- Combined maximum of 20 weeks in a single benefit year if both family and medical leave are used.

Itasca County uses the rolling 12-month period measured backward from the date an employee uses FMLA leave to determine available entitlement.

---

**Intermittent Leave under PFML**

- Employees may take scheduled intermittent Paid Family and Medical Leave (PFML) when approved by the state/MetLife. Intermittent PFML benefits are prorated, meaning the benefit payment will reflect only the portion of time the employee is actually on leave.
- Intermittent PFML leave is limited to a maximum of 480 hours per calendar year (equivalent to 12 weeks of full-time leave). Any additional PFML leave beyond 480 hours must be taken as continuous leave, if eligible.

  *Example: An employee approved for intermittent PFML may take leave in partial-day or partial-week increments, such as one day per week to attend medical appointments. In this case, the employee would receive a partial benefit for each day taken, and the total time used will count toward the 480-hour annual cap.*
- Accruals and Benefits: Accrual of sick or vacation leave, insurance premium deductions, and PERA service credit will follow the same rules as continuous PFML leave and will be based on the number of paid County hours in each pay period.
- Communication: Employees on intermittent PFML must regularly communicate with their supervisor and HR regarding expected absences and changes in the leave schedule.

---

**Benefit Payments, Supplemental Pay, and PERA**

- PFML provides partial wage replacement based on the employee's wages, as determined by state law.
- Supplemental Pay ("Top-Off") Election:
  Employees may elect to supplement their state PFML benefit with accrued County paid leave (vacation, sick, comp time, PTO).
  - If elected, the employee must use all available accrued leave until exhausted (all-or-nothing rule).
  - If not elected, no supplemental leave will be applied.
    This practice mirrors Itasca County's current application of FMLA.
- Accruals: Employees will only earn vacation, sick, or other contractual accruals if they use at least forty (40) hours of supplemental paid leave in a pay period. If fewer

than 40 hours are used, no accruals will be earned for that pay period for sick or vacation.

- Holiday Pay: Employees on PFML will not receive separate County holiday pay. Holiday pay is already factored into the “average weekly wage” used by the State/MetLife to calculate PFML benefits.
- PERA Service Credit: Time away from work under Paid Family and Medical Leave (PFML) does not count toward Public Employees Retirement Association (PERA) service credit, and PFML wage replacement benefits are not considered PERA-eligible salary unless the leave qualifies as medical leave and the employer-paid benefits are equal to or greater than 50% of the employee’s regular earnings.

---

**Overpayments**

If PFML benefits combined with County supplemental pay result in an overpayment, the County will reconcile the difference. Employees are responsible for repayment, consistent with Minn. Stat. §181.79. Written notice will be provided outlining the amount owed, repayment deadline, and appeal rights.

---

**Insurance Premium Arrears**

Employees on PFML may not earn sufficient County wages to cover the employee portion insurance premiums through payroll deduction.

- The County will track arrears and require direct payment.
- Premium payments are due on the regular pay date.
- Failure to remit timely payment may result in termination of coverage, subject to COBRA or Minnesota continuation.

---

**Job Protection and Benefits**

Employees returning from PFML will be reinstated to the same or an equivalent position with the same pay, benefits, and terms/conditions of employment, consistent with FMLA and Minnesota law.

---

**Employee Responsibilities**

Employees must:

- Notify their supervisor and HR when requesting PFML.
- File a claim with MetLife before leave begins.
- Provide supporting documentation (medical certification, adoption/foster paperwork, military orders, etc.) when required.
- Complete the County’s PFML Supplemental Leave Election & Acknowledgment Form prior to commencing leave.

---

**Employer Responsibilities**

Itasca County will:

- Provide employees with information on filing PFML claims.
- Coordinate payroll and benefit deductions while employees are on PFML.
- Require supervisors to notify HR when an employee requests or may qualify for PFML.

---

**Non-Retaliation**

Employees will not be disciplined, discharged, or otherwise retaliated against for requesting or taking PFML.

---

Itasca County
Minnesota

**Itasca County – PFML Supplemental Leave Election & Acknowledgment Form**

This form must be completed by employees requesting Paid Family & Medical Leave (PFML) who wish to elect whether to supplement their State of Minnesota PFML benefits, administered by MetLife, with accrued County paid leave. It also documents acknowledgment of responsibilities regarding accruals, holiday pay, insurance premiums, and repayment of overpayments.

**Employee Information**

| | |
|---|---|
| Employee Name: | |
| Department: | |
| Date of Request: | |

**Supplemental Leave Election**

☐ I elect to supplement my PFML benefits with all available accrued paid leave (vacation, sick, PTO, comp time). I understand I must use all available leave until exhausted.
☐ I decline to supplement my PFML benefits with accrued paid leave. I understand no County paid leave will be applied during my PFML.

**Employee Acknowledgments**

By signing below, I acknowledge and agree to the following:
1. Accruals: I will only earn vacation, sick, or other contractual accruals if I use at least 40 hours of supplemental leave in a pay period.
2. Holiday Pay: I will not receive separate County holiday pay while on PFML, as holidays are factored into the State's benefit calculation.
3. Overpayments: If PFML benefits and County pay result in an overpayment, I am responsible for repaying the overpaid amount through payroll deduction or direct reimbursement.
4. Insurance Premiums: I am responsible for remitting insurance premium payments directly to the County when I do not earn sufficient pay for payroll deduction. Premium payments are due on the County's regular pay date.

**Signatures**

Employee Signature: ______________________________ Date: ____________

HR Representative: ______________________________ Date: ____________

| ITASCA COUNTY<br><br>HUMAN RESOURCES | EFFECTIVE DATE: | POLICY #: HR-003-2025 |
|---|---|---|
| | RBA #:<br>RBA Dated: | BOARD APPROVAL DATE: |
| | **REFERENCES:**<br>*Minn. Stat. § 181.9412 – School conference leave accurately defined (16 hours/year, unpaid, substitution allowed).*<br>*Minn. Stat. § 181.9413 – Sick child care leave matches statutory language.*<br>*Minn. Stat. § 181.946 – Civil Air Patrol leave correctly cited and limited to non-disruptive conditions.*<br>*Minn. Stat. §§ 181.947–181.948 – Military family and ceremonial leave language aligns with statute.*<br>*Minn. Stat. §§ 181.945 & 181.9456 – Bone marrow and organ donation leave compliant (40 hours, verification permitted).*<br>*Minn. Stat. § 204C.04 – Voting leave accurately referenced.*<br>*Minn. Stat. § 593.50 – Jury duty paid leave provision compliant.*<br>*Minn. Stat. § 192.26 – Paid military leave accurately reflects 15-day statutory limit.*<br>*Minn. Stat. § 518B.01 subd. 23 – Domestic abuse relief leave provision properly included.* | |
| **SUBJECT: Leave of Absence Policy (General)** | | |

**PURPOSE AND SCOPE**

Itasca County recognizes that employees may occasionally need time away from work for personal, medical, civic, or other reasons not covered by protected leave laws such as Paid Family and Medical Leave (PFML), Family and Medical Leave Act (FMLA), Earned Sick and Safe Time (ESST), or Parenting Leave.
This policy establishes the process and conditions under which an unpaid or paid leave of absence may be approved.

*Note: Not all leaves are considered "protected "under law. Job protection, reinstatement, and employer-paid benefits are not guaranteed during an unprotected leave unless specifically required by applicable law or collective bargaining agreement.*

---

**LEAVE OF ABSENCE WITHOUT PAY**

1. Medical Leave of Absence Without Pay

a. Policy Statement
Employees may request an unpaid leave of absence for their own medical condition, including physical or mental illness, injury, or treatment for chemical dependency, when supported by a physician's statement verifying inability to work and expected return date.

b. Eligibility
Available to regular full-time and regular part-time employees who have completed their probationary period.

c. Authorization and Procedure

1. The employee must submit a written request and physician's statement to the Department Head as early as possible.
2. The County Administrator must approve all unpaid medical leaves.
3. Employees must use all accrued paid leave (sick, vacation, compensatory) prior to unpaid leave unless otherwise approved.
4. The Department Head may request periodic updates from the healthcare provider.
5. Authorized documentation will be filed in the employee's personnel record.
6. If any part of this policy differs from the language in a current labor agreement, the labor agreement will take precedence for employees covered under that contract.

d. Duration
A medical leave of absence may be granted for up to six (6) months. Extensions may be approved by the County Administrator for good cause, supported by medical documentation, not to exceed two (2) years.

e. Return to Work and Employment Status
Employees must provide a fitness-for-duty certification prior to returning. Reinstatement to the same or a comparable position is not guaranteed unless required by law or collective bargaining agreement. Placement upon return will depend on position availability, department needs, and qualifications.

---

**Personal Leave of Absence Without Pay**

a. Policy Statement
Itasca County may grant a personal leave for matters of personal necessity or importance that do not qualify under a protected leave category.

b. Authorization and Procedure

1. Leaves up to ten (10) working days may be approved by the Department Head.
2. Leaves exceeding ten (10) working days require approval by the County Administrator.
3. Requests must be submitted in writing as far in advance as possible.
4. No leave will be approved for the purpose of accepting other employment.

5. Approved requests will be filed in the employee's personnel record.
6. If any part of this policy differs from the language in a current labor agreement, the labor agreement will take precedence for employees covered under that contract.

c. Benefits and Service Credit

- Service credit and benefit accruals will be frozen for unpaid leaves exceeding thirty (30) days.
- The County is not required to contribute its share of insurance premiums for unprotected leave.

d. Premium and Arrears Administration
If an employee elects to maintain insurance coverage during an unprotected leave:

- The County will track arrears and require direct payment from the employee.
- Premium payments are due on the employee's regular pay date.
- Failure to maintain timely payment will result in lapse of coverage effective the date premiums became unpaid, subject to continuation rights under state or federal law.

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**School Conference and Activities Leave**

a. Policy Statement
Pursuant to Minnesota Statute §181.9412, employees may take up to sixteen (16) hours of unpaid leave per school year to attend school or child care-related conferences or activities that cannot be scheduled outside work hours. Employees may substitute paid leave.

---

**Civil Air Patrol Leave**

a. Policy Statement
Under Minnesota Statute §181.946, employees who are members of the Civil Air Patrol may be granted unpaid leave for official missions when requested under authority of the State or its political subdivisions, provided the absence does not unduly disrupt County operations.

---

**Military Family and Ceremonial Leave**

a. Policy Statement
Per Minnesota Statutes §§181.947–181.948, employees may receive up to ten (10) unpaid working days if an immediate family member serving in the U.S. Armed Forces is injured or killed while in active service, and up to one (1) unpaid day per calendar year to attend a send-off or homecoming ceremony.

---

**Leave to Obtain Restraining Orders**

a. Policy Statement
Employees may take reasonable unpaid time off to obtain or attempt to obtain relief under the Domestic Abuse Act (Minnesota Statute §518B.01, Subd. 23). Except in cases of imminent danger, employees must provide at least 48 hours' notice.

---

**LEAVE OF ABSENCE WITH PAY**

**1. Jury Duty**

Employees summoned for jury duty will be granted paid leave in accordance with Minnesota Statute §593.50. Employees must provide a copy of the jury summons and return to work if excused during their regular shift.

If the employee receives payment from the court for jury service, the payment (excluding mileage reimbursement) must be endorsed over to the County and submitted to Payroll. Mileage reimbursements provided by the court are the employee's to retain and should be tracked separately by the employee.

Employees are responsible for entering their jury duty hours on their timesheet for the corresponding dates of service.

**2. Voting Leave**

Employees may take paid time off to vote in any state or national election under Minnesota Statute §204C.04, after notifying their supervisor in advance.

**3. Appearance at Government Proceedings**

Employees subpoenaed to appear in a proceeding directly related to their County employment will receive paid leave for the duration of the required appearance.\

**4. Military Leave With Pay**

Employees who are members of the National Guard or Reserve shall receive up to fifteen (15) calendar days of paid military leave each calendar year, consistent with Minnesota Statute §192.26.

**5. Bereavement Leave**

Employees may use up to twenty-four (24) hours of paid leave for a death in the immediate family, with an additional sixteen (16) hours for extended travel (over a 150-mile radius from the employee's home or related arrangements. "Immediate family" includes spouse, parents, children, siblings, grandparents, grandchildren, in-laws, or other close relations of equivalent significance.

*If any part of this policy differs from the language in a current labor agreement, the labor agreement will take precedence for employees covered under that contract.

**6. Sick Child Care Leave**

Employees may use accrued sick leave to care for a sick or injured child, as permitted under Minnesota Statute §181.9413.

**7. Bone Marrow and Organ Donation Leave**

Employees may receive up to forty (40) hours of paid leave to donate bone marrow or an organ, consistent with Minnesota Statutes §§181.945 and 181.9456. Verification from a physician may be required.

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**JOB PROTECTION AND BENEFITS**

1. **Job Protection:**
   Reinstatement to the same or a comparable position is not guaranteed unless required by applicable law (e.g., under a protected leave such as FMLA, PFML, or military service leave) or collective bargaining agreement.

2. **Benefit Coverage:**
   During any unprotected leave, the County is not obligated to pay its share of insurance premiums. Employees may continue coverage at their own expense as outlined above under "Premium and Arrears Administration."

## UNAUTHORIZED LEAVE OF ABSENCE

An absence not approved under this policy will be considered unauthorized and may result in disciplinary action up to and including termination. Employees absent for three (3) consecutive workdays without notice or approval will be considered to have voluntarily resigned.

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If any part of this policy differs from the language in a current labor agreement, the labor agreement will take precedence for employees covered under that contract.

County Board action date: 07/08/1986; 05/12/1987; 02/09/1988; LEAVE OF ABSENCE POLICY Page 28 06/14/1988; 05/08/1990; 07/10/1990; 12/11/1990; 08/27/1991; 08/25/1992; 09/28/1993; 12/22/1998; 01/09/2001; 09/23/2003; 08/25/2009; 04/27/2010; 05/24/2011; 4/23/2013

Revised: 10/2025

| Leave Type | Resources | Leave Reasons | Paid/Unpaid | Employer Applicability | Initial Eligibility | Employee Eligibility | Max Leave | Notes | Often Runs Concurrent With |
|---|---|---|---|---|---|---|---|---|---|
| **Earned Sick and Safe Time (ESST)** | Minn. Stat. 181.9445–181.9448; MN Dept. of Labor | Personal or family illness, domestic abuse, public emergency, funeral, communicable disease | Paid | All MN employers | Day one of employment | All employees working ≥80 hrs/year | Up to 80 hrs/year | Expands Jan 1, 2025, to cover other paid leave types | FMLA, ADA, MN Pregnancy and Parenting Leave |
| **MN Pregnancy and Parenting Leave** | Minn. Stat. 181.941 | Birth/adoption, prenatal care, pregnancy incapacity | Unpaid | All MN employers | Day one of employment | All employees | 12 weeks/year | Prenatal care time does not reduce leave entitlement | FMLA, ADA, ESST, MN PFML |
| **Pregnancy Accommodation** | Minn. Stat. 181.939 | Accommodation related to pregnancy | Unpaid | All MN employers | Day one of employment | All employees | 12 weeks (part of MN Pregnancy Leave) | May include temporary leave | FMLA, ADA, ESST, MN PFML |
| **Nursing/Lactation Breaks** | Minn. Stat. 181.939; MN Dept. of Health | Expressing milk | Paid | All MN employers | Day one of employment | All employees | No limit | Cannot reduce compensation or require use of paid leave | — |
| **MN Paid Family & Medical Leave (PFML)** | Minn. Stat. Chapter 268B; paidleave.mn.gov | Own or family illness, safety leave, bonding, military exigency | Paid (partial via state fund) | All MN employers | Day one of employment (effective Jan 1, 2026) | Earned ≥5.3% of avg annual wage | Up to 20 weeks/year | Employers may offer supplemental benefits | FMLA, ADA, MN Pregnancy Leave |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Family and Medical Leave Act (FMLA)** | U.S. Dept. of Labor | Serious health condition, family care, bonding, military exigency | Unpaid | All public agencies | 1 year employment + 1250 hrs worked | Employees at 50+ employee site | 12–26 weeks/year | May require use of accrued paid leave | ADA, ESST, MN PFML, MN Pregnancy Leave |
| **ADA Leave** | U.S. Dept. of Labor; EEOC; JAN | Reasonable accommodation for disability | Unpaid | All public employers | Job application process onward | Qualified individuals with disabilities | No limit (unless undue hardship) | Leave may be reasonable accommodation | FMLA, ESST, MN PFML |
| **School Conference Leave** | Minn. Stat. 181.9412 | Attend child's school activities | Unpaid | All MN employers | Day one of employment | All employees | 16 hrs/child/year | Employee may use vacation/PTO | PTO/Vacation (optional) |
| **Voting Leave** | Minn. Stat. 204C.04 | Time off to vote | Paid | All MN employers | Day one of employment | All employees | Time needed to vote | Cannot reduce pay or require PTO | — |
| **Election Judge Leave** | Minn. Stat. 204B.195 | Serve as election judge | Paid | All MN employers | Day one of employment | All employees | No defined limit (max 20% workforce) | Must give 20 days notice | — |
| **Jury Duty Leave** | Minn. Stat. 593.50 | Jury service | Paid – Itasca County Policy | All MN employers | Day one of employment | All employees | No limit | Employers may choose to pay | — |
| **Victim/Witness Leave** | Minn. Stat. 611A.036 | Attend criminal proceedings | Unpaid | All MN employers | Day one of employment | All employees | Reasonable time off | May qualify for other paid leave | ESST, MN PFML, FMLA |
| **Bone Marrow Donation** | Minn. Stat. 181.945 | Donate bone marrow | Paid | Employers with ≥20 employees | Day one of employment | Employees working ≥20 hrs/week | Up to 40 hrs | Employer may agree to more | FMLA, ADA |
| **Organ Donation Leave** | Minn. Stat. 181.9456 | Donate organ/partial organ | Paid | Public employers with ≥20 employees | Day one of employment | Employees working ≥20 hrs/week | Up to 40 hrs/donation | Employer may agree to more | FMLA, ADA |
| **Military Leave (15-Day)** | Minn. Stat. 192.26 | Military service | Paid | Public employers | Day one of employment | All employees | Up to 15 days/year | May be used intermittently | USERRA |
| **Military Leave (Extended)** | USERRA; Minn. Stat. 192.261 | Uniformed service | Unpaid (may use paid leave) | All MN employers | Day one of employment | All employees | Up to 5 cumulative years | Job protection under USERRA | MN 15-Day Leave, CBA policies |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **Public Safety Duty Disability** | Minn. Stat. 352B.102 | Psychological condition from duty | Paid | Public employers of peace officers/firefighters | Current/former members | Licensed peace officers/firefighters | 24–32 weeks treatment | Employer pays full salary/benefits | FMLA, ADA |
| **Workers' Comp Leave** | Minn. Stat. Ch. 176 | Work-related injury/illness | Paid (partial via insurance) | All MN employers | Day one of employment | All employees | Varies (e.g., TTD up to 130 wks) | May supplement with accrued leave | FMLA, ADA, CBA provisions |

| ITASCA COUNTY<br><br>HUMAN RESOURCES | EFFECTIVE DATE: | POLICY #: HR-004-2025 |
|---|---|---|
| | RBA #:<br>RBA Dated: | BOARD APPROVAL DATE: |
| | REFERENCES:<br>Family and Medical Leave Act of 1993 (29 U.S.C. §2601 et seq.)<br>29 C.F.R. Part 825 – FMLA Regulations<br>Minnesota Parenting Leave (Minn. Stat. §181.941)<br>Minnesota Safety Leave (Minn. Stat. §181.9413) | |
| SUBJECT: Family and Medical Leave Act (FMLA) Policy | | |

**Policy Statement**

Itasca County provides eligible employees leave in accordance with the federal Family and Medical Leave Act (FMLA). The FMLA provides up to twelve (12) weeks of unpaid, job-protected leave (or twenty-six (26) weeks for military caregiver leave) in a twelve-month period for qualifying family and medical reasons. Itasca County's policy ensures compliance with federal law and promotes consistent administration of FMLA rights and responsibilities across all departments.

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**Eligibility**

Employees are eligible for FMLA leave if they:

- Have worked for Itasca County for at least 12 months (need not be consecutive); and
- Have worked at least 1,250 hours during the 12 months immediately preceding the start of leave; and
- Work at a location where at least 50 County employees are employed within a 75-mile radius.

---

**Covered Leave Reasons**

Eligible employees may take FMLA leave for the following qualifying reasons:

1. The employee's own serious health condition that makes them unable to perform essential job functions.
2. To care for a family member (spouse, child, or parent) with a serious health condition.
3. For the birth of a child or placement of a child for adoption or foster care, and to bond with the child within 12 months of birth or placement.
4. For certain qualifying exigencies arising out of the active-duty status or call to duty of a family member in the Armed Forces.

5. To care for a covered service member with a serious injury or illness incurred in the line of duty (up to 26 weeks).

---

**Duration of Leave**

Eligible employees may take up to:

- 12 weeks of unpaid leave in a 12-month period for qualifying family and medical reasons; or
- 26 weeks of unpaid leave in a single 12-month period to care for a covered servicemember.

Itasca County uses the rolling 12-month period measured backward from the date an employee uses FMLA leave to determine available entitlement.

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**Intermittent Leave under FMLA**

FMLA leave may be taken intermittently or on a reduced work schedule when medically necessary.

- Definition: Intermittent leave is leave taken in separate blocks of time for a single qualifying reason.
- Medical Certification: Documentation from a healthcare provider must support the need for intermittent or reduced schedule leave, including expected frequency and duration.
- Scheduling: Employees must make reasonable efforts to schedule foreseeable medical treatments to minimize disruption to County operations.
- Temporary Transfer: The County may temporarily transfer an employee to an alternative position with equivalent pay and benefits to better accommodate intermittent absences.
- Reporting: Employees must report intermittent absences in accordance with departmental call-in and timekeeping procedures.
- Accruals: Employees will only earn vacation, sick, or other contractual accruals if they have at least 40 hours of work time or paid time off in a pay period. If fewer than 40 hours are used, no accruals will be earned for that pay period for sick or vacation.

---

**Substitution of Paid Leave**

FMLA is unpaid; however, employees may elect to use applicable paid leave (sick, vacation, comp time, or PTO) concurrently with FMLA, consistent with County policy.

  - If elected, the employee must use all available accrued leave until exhausted (all-or-nothing rule).

When an employee is also approved for Paid Family and Medical Leave (PFML) under Minnesota law, both leaves will run concurrently, and County-paid leave may be used as supplemental pay (“top-off”) consistent with the PFML policy.

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**Maintenance of Benefits**
During approved FMLA leave, the County will continue group health insurance coverage under the same terms and conditions as if the employee were actively working.

- Employees must continue to pay their share of insurance premiums.
- The County will track arrears and require direct payment.
- Premium payments are due on the regular pay date.
- Failure to remit timely payment may result in termination of coverage, subject to COBRA or Minnesota continuation.
- Other benefits (PERA, accruals, etc.) are governed by County policy and applicable law.
- Accruals: Employees will only earn vacation, sick, or other contractual accruals if they have at least 40 hours of work time or paid time off in a pay period. If fewer than 40 hours are used, no accruals will be earned for that pay period for sick or vacation.

---

**Job Restoration**
Upon return from FMLA leave, employees will be reinstated to their same position or an equivalent one with equivalent pay, benefits, and working conditions.
The County cannot guarantee restoration if the employee would have otherwise been terminated (e.g., layoff or end of temporary appointment).

---

**Employee Responsibilities**
Employees must:

- Notify their supervisor and HR at least 30 days in advance of foreseeable leave, or as soon as practicable if unforeseeable.
- Provide medical certification or other supporting documentation within 30 calendar days of the County's request.
- Comply with all reporting requirements while on leave, including updates on status and intent to return.
- Return a fitness-for-duty certification before reinstatement if required for the employee's own serious health condition.

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**Employer Responsibilities**
Itasca County will:

- Provide employees with the Notice of Rights and Responsibilities within five (5) business days of an FMLA request or awareness of a potential qualifying reason.
- Designate qualifying leave as FMLA and provide written confirmation to the employee.

- Maintain records of FMLA usage and ensure confidentiality of medical information.
- Coordinate FMLA with other applicable leaves (e.g., PFML, ESST, Workers' Compensation).

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**Concurrent Leave**
FMLA leave will run concurrently with other applicable leaves, including:

- Minnesota Paid Family and Medical Leave (PFML);
- Earned Sick and Safe Time (ESST);
- Workers' Compensation; or
- Other contractual leaves when the qualifying reason overlaps.

The County will ensure coordination to prevent duplication of benefits while preserving employee rights under each applicable law.

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**Non-Retaliation**
Employees will not be disciplined, discharged, or otherwise retaliated against for requesting or taking PFML.

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<table>
<tr><td rowspan="3">ITASCA COUNTY<br><br>HUMAN RESOURCES</td><td>EFFECTIVE DATE:</td><td>POLICY #: HR-005-2025</td></tr>
<tr><td>RBA #:<br>RBA Dated:</td><td>BOARD APPROVAL DATE:</td></tr>
<tr><td colspan="2">REFERENCES:<br>Minnesota Earned Sick and Safe Time Act (Minn. Stat. §§181.9445–181.9448)<br>Minnesota Parenting Leave, Minn. Stat. §181.941<br>Minnesota Safety Leave, Minn. Stat. §181.9413<br>Minnesota Data Practices Act (Minn. Stat. §13.43)</td></tr>
<tr><td colspan="3">SUBJECT: Minnesota Earned Sick and Safe Time (ESST) Policy</td></tr>
</table>

**Policy Statement**
Itasca County complies with the Minnesota Earned Sick and Safe Time (ESST) law, Minn. Stat. §181.9445–181.9448. ESST provides paid leave for employees to address health and safety needs for themselves or family members. Itasca County recognizes the importance of allowing employees time away from work for these purposes and administers this policy consistent with state law and County procedures.

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**Eligibility**
All employees who perform work for the County and accrue at least **80 hours of work in a year** within the State of Minnesota are eligible to earn and use ESST.
ESST is provided to:

- Regular full-time, part-time, and temporary employees; and
- Seasonal employees, if they meet the 80-hour threshold in a benefit year.

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**Accrual and Carryover**
Employees accrue one (1) hour of ESST for every 30 hours worked, up to a maximum of 48 hours per calendar year.
Unused ESST hours carry over from year to year, up to a maximum accrual balance of 80 hours.

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**Use of Leave**
Employees may use ESST in increments of one hour or the smallest increment tracked in payroll, whichever is smaller.
ESST may be used for the following qualifying reasons:

1. The employee's own mental or physical illness, injury, or health condition, including preventive medical or dental care.

2. Care of a **family member** with a mental or physical illness, injury, health condition, or preventive care need.
    - *Definition of a family member:*
        - *their child, including foster child, adult child, legal ward, child for whom the employee is legal guardian or child to whom the employee stands or stood in loco parentis (in place of a parent);*
        - *their spouse or registered domestic partner;*
        - *their sibling, stepsibling or foster sibling;*
        - *their biological, adoptive or foster parent, stepparent or a person who stood in loco parentis (in place of a parent) when the employee was a minor child;*
        - *their grandchild, foster grandchild or step-grandchild;*
        - *their grandparent or step-grandparent;*
        - *a child of a sibling of the employee;*
        - *a sibling of the parents of the employee;*
        - *a child-in-law or sibling-in-law;*
        - *any of the family members (1 through 9 above) of an employee's spouse or registered domestic partner;*
        - *any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and*
        - *up to one individual annually designated by the employee.*

3. Absence due to domestic abuse, sexual assault, or stalking of the employee or family member to:
    - Seek medical attention or counseling;
    - Obtain victim services or relocate; or
    - Seek legal advice or participate in legal proceedings.
4. Closure of the employee's workplace or their child's school/place of care due to weather, public emergency, or health/safety order.
5. When the health authorities determine that the employee or family member's presence would jeopardize the health of others.

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**Notice and Documentation**
Employees should provide advance notice when the need for ESST is foreseeable (e.g., scheduled medical appointments). Notice should be provided to the supervisor or HR as soon as practicable if unforeseeable.
Documentation may be required for absences of more than three (3) consecutive scheduled workdays if consistent with law. Acceptable documentation may include:

- A note from a health care provider;
- Verification of closure from a public authority; or
- Documentation from a victim services organization or attorney.

The County will not require disclosure of private medical or personal information beyond what is necessary to verify eligibility.

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**Rate of Pay**
ESST hours are compensated at the employee’s regular rate of pay for the hours the employee would have worked, excluding overtime, premium, or bonus pay.

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**Interaction with Other Leave Policies**

- ESST runs concurrently with other applicable leaves when qualifying reasons overlap (e.g., FMLA, PFML, or other County sick leave).
- Employees may choose to use ESST before other accrued paid leave (such as vacation or PTO).
- ESST may not be used to supplement or “top off” Paid Family and Medical Leave (PFML) benefits unless explicitly allowed by policy.

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**Reinstatement and Separation**
Employees rehired within 180 days of separation will have previously accrued, unused ESST restored.
Unused ESST is not paid out upon separation from County employment.

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**Recordkeeping and Administration**
The County will maintain accurate records of ESST accruals and usage and make balances available through payroll or UKG self-service.
Departments must coordinate with Human Resources for accurate tracking and reporting of ESST time.

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**Non-Retaliation**
Employees will not be disciplined, discharged, or otherwise retaliated against for requesting, using, or reporting concerns related to ESST.

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Revised: 10/2025

| ITASCA COUNTY<br><br>HUMAN RESOURCES | EFFECTIVE DATE: | POLICY #: HR-007-2025 |
|---|---|---|
| | RBA #:<br>RBA Dated: | BOARD APPROVAL DATE: |
| | REFERENCES: | |
| SUBJECT: Catastrophic Leave Donation Policy | | |

**PURPOSE**

Itasca County recognizes that employees may experience a catastrophic illness or injury that results in extended absence from work and potential financial hardship. This policy allows employees to voluntarily donate accrued vacation hours to assist eligible coworkers who have exhausted all paid leave.

This program is a voluntary benefit and does not replace the need for employees to manage their own leave balances responsibly. Approval of donated leave is not guaranteed and will be administered in accordance with this policy.

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**Eligibility to Receive Donated Leave**

To be eligible to receive donated leave:

1. The employee, or their eligible family member, must experience a qualifying medical emergency or catastrophic event that requires the employee's extended absence from work.
2. The employee must submit a completed Catastrophic Leave Donation Request Form to the Human Resources Director.
3. Requests will only be considered when the employee's accrued leave balance is expected to be exhausted within one pay period.
4. Exceptions to eligibility criteria may be approved by the Human Resources Director in rare and extraordinary circumstances.
5. Employees may submit no more than three (3) donation requests per calendar year, regardless of approval outcome.

---

**Definitions**

1. Family Member: Includes the employee's spouse or domestic partner, child, or parent.
2. Medical Emergency: A severe or unplanned medical condition affecting the employee or a family member that requires the employee's prolonged absence and would result in substantial income loss due to exhaustion of paid leave.

---

**Conditions and Limitations**

1. Donated leave may only be used after the employee's accrued paid leave balance has been reduced to no more than three (3) days.
2. Use of donated leave begins when the employee enters unpaid status and continues until the donated hours are exhausted or the employee returns to work.
3. An employee receiving wage replacement from another source (e.g., workers' compensation, disability insurance, or other wage reimbursement program) is ineligible to receive donated leave.
4. If the employee later receives retroactive wage reimbursement from another source, any donated leave must be repaid to the County for return to the original donor(s).
5. No employee may receive more than 240 hours (30 days) of donated vacation for any single major life-threatening condition. Exceptions may be approved by the Human Resources Director in extraordinary cases.
6. The County may require medical documentation to verify the need for the leave.

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**Donating Leave**

The Human Resources Department will notify employees when a request for donations has been approved. With the employee's written consent, HR may share the name of the employee in need and a general reason for the leave request.

1. Employees wishing to donate accrued vacation must submit a completed Catastrophic Leave Donation Form to Payroll.
2. An employee may donate up to 80 hours of vacation per calendar year to a single employee. Employees may donate to more than one employee in the same year.
3. Donated leave hours are taxable to both the donor and the recipient in accordance with IRS regulations.

4. Employees wishing to donate must enter the donated time onto their timesheet.
   *Enter your donation on your UKG timesheet:*
   a. *Click "+ Add Rows" at the bottom of your timesheet.*
   b. *Under the "Time Off" column, select "Browse," then choose "Vac Hrs. Donated to Sick."*
   c. *Enter the same number of hours you listed on the donation form.*

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**Effect on Accruals**

Employees using donated leave continue to accrue vacation and sick leave and are eligible for holiday pay. Any accrued leave must be used before additional donated hours are applied.

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**Administration**

The Human Resources Department is responsible for administering this policy, tracking donations, ensuring compliance, and maintaining confidentiality of medical and personal information.

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Board Approval: 2/22/2025

Revised: 10/2025

## LEAVE OF ABSENCE POLICY

**A. Leave Of Absence Without Pay**

**1. Medical Leave Of Absence Without Pay**

a. Policy Statement

It is the policy of Itasca County to grant a medical leave of absence for personal physical or mental illness, maternity, or chemical dependency treatment if such a request is accompanied by a physician's written statement documenting the inability of the employee to work.

b. Eligibility

Any employee must be employed in a regular full time or regular part time position.

c. Authorization

1) The employee shall submit a written request for a medical leave of absence to the department head at the earliest possible date.

2) The County Administrator shall be responsible for approving requests for medical leaves of absence.

i) An employee who is granted a medical leave of absence shall use all accumulated sick leave and vacation credit before unpaid leave begins. Arrangements for the sequence of unpaid, sick and vacation leave must be made prior to beginning the leave, when possible.

ii) The employee shall submit a physician's written statement citing that the employee is unable to work due to a personal physical or mental illness or injury or treatment of a chemical dependency, and the projected date of return to work.

iii) At any time during the leave, the department head may request an updated physician's statement.

3) Authorized requests and medical statements shall be placed in the employee's personnel file.

d. Length Of Leave

1) After an employee has used all of his/her accumulated sick leave and vacation credit, he/she shall be granted a leave of absence without pay not to exceed six (6) months.

2) An extension may be granted at the discretion of the department head, with the approval of the County Administrator, not to exceed two (2) years and subject to a doctor’s report for each six months.

e. Effect On Service Credit

Service credit shall be frozen as of any leave of 30 days or more.

f. Reinstatement And Termination After A Medical Leave Of Absence

1) Prior to returning to work from a medical leave of absence, the employee shall provide a physician’s statement that the employee is able to return to work.

2) An employee returning to work within the authorized 6-month leave period shall be reinstated to the original position in the same classification in the same department, with the same hours and the same rate of pay, subject to employee rights by collective bargaining standards. No position shall be held open beyond the maximum 6-month period, except when an extension is granted by the department head and approved by the County Administrator.

3) An employee giving proper termination notice within the authorized leave period shall be eligible for separation benefits.

**2. Parenting Leave Of Absence Without Pay**

a. Policy Statement

Per M.S. 181.941, Itasca County will grant an unpaid leave of absence to an employee who is a natural or adoptive parent in conjunction with the birth or adoption of a child.

b. Eligibility

An employee must have performed services for at least 12 months preceding the request for leave. The employee will have to work for an average number of hours per week equal to at least one-half of the full-time equivalent position in the employee's same job classification in order to qualify.

The leave may begin not more than six weeks after the birth or adoption; except that as of 1 August 90, in the case where the child must remain in the hospital longer than the mother, the leave may not begin more than six weeks after the child leaves the hospital.

c. Authorization

The employee shall submit a written request for parenting leave of absence 30 working days PRIOR to the first day of requested leave. Such request is to be in writing and presented to the immediate supervisor. Such request shall designate the date the leave is to commence and further shall state the length of the leave of absence.

d. Length Of Leave

Total leave shall not exceed six weeks unless agreed to by the County Administrator. The length of leave provided may be reduced by any period of paid disability leave, but not accrued sick leave, provided by employer so that the total leave does not exceed six (6) weeks, unless agreed to by the employer.

e. Effect On Service Credit

1) The employee returning from the leave shall retain all accrued pre-leave benefits of employment and seniority as if there had been no interruption in service. However, said benefits and seniority shall not accrue during an unpaid leave of absence of 30 days or more.

f. Return From Leave

1) Notice by Employee: An employee returning from a parenting leave of absence longer than one month must

notify a supervisor at least two weeks prior to return from leave.

2) Comparable Position: An employee returning from a parenting leave of absence shall be entitled to return to employment in the employee's former position or in a position of comparable duties, number of hours and pay.

3) Lay-off Period: If, during the leave, the employer experiences a lay-off and the employee would have lost a position had the employee not been on leave, pursuant to the good faith operation of a bona fide lay-off and recall system, the employee is not entitled to reinstatement in the former or comparable position. In such circumstances, the employee retains all rights under the lay-off and recall system as if the employee had not taken the leave.

4) Part-time Return: As provided in the Minnesota Parenting Leave Statute, an employee, by agreement with the County Administrator, may return to work part time during the leave period without forfeiting the right to return to employment at the end of the leave.

## 3. Personal Leave Of Absence Without Pay

a. Policy Statement

It is the policy of Itasca County to consider requests for personal leaves of absence for personal matter or importance or necessity.

b. Eligibility

An Employee must be employed full time or part time in a regular position.

c. Authorization

1) A leave of absence without pay may be granted by the department head using his/her discretion and in consideration of departmental need, for a period not to exceed ten (10) days in each calendar year. The employee shall submit a written request to the department head at the earliest possible date.

2) A leave of absence in excess of ten (10) working

days may be granted by the County Administrator for good and sufficient reason given department head approval in consideration of department need.

3) No leaves of absence shall be granted for an employee to engage in other employment.

4) Authorized requests shall be filed in the employee's personnel file.

d. Effect On Service Credit

Service credit shall be frozen as of the beginning of any leave of 30 days or more.

**4. Leave Of Absence Without Pay During Candidacy**

a. Policy Statement

Appointed employees declaring candidacy for partisan or non-partisan public office for the positions of County Commissioner, County Attorney, County Auditor, County Recorder, County Sheriff, County Treasurer or for State and/or Federal positions shall take a mandatory leave of absence, without pay, to commence upon the date of filing for candidacy and to terminate upon the time it has been determined that the employee is no longer a candidate.

b. Effect On Service Credit

Service Credit shall be frozen as of the beginning of any leave of 30 days or more.

**5. School Conference and Activities Leave**

a. Policy Statement

Effective 1 August 1990, M.S. 181.9412, stipulates Itasca County must grant an employee leave of up to a total of 16 hours during any school year to attend school conferences or classroom activities including child care, nursery schools, day care and extended school day programs, related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours.

b. Authorization

When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operation of Itasca County.

An employee may substitute any accrued paid vacation leave or other appropriate paid leave for any part of the leave under this section.

c. Effect On Service Credit

Service credit shall be frozen as of the beginning of any leave of 30 days or more.

## 6. Civil Air Patrol Leave

a. Policy Statement

Effective 1 August 1991, Minnesota Statute 181.946, or as amended, permits that unless a leave would unduly disrupt the operations of the employer, employees shall be granted unpaid leave of absence for time spent rendering service as a member of the civil air patrol on the request and under the authority of the state or any of its political subdivisions.

b. Authorization

1) As defined in MS 181.946, Subdivision 1, or as amended, the terms “employee” and “employer” have the meanings given them in MS 181.945.

2) As defined in MS 181.945, or as amended, employee means a person who performs services for hire for an employer, for an average of 20 or more hours per week, and includes all individuals employed at any site owned or operated by an employer. Employee does not include an independent contractor.

3) As defined in MS 181.945, or as amended, employer means a person or entity that employs 20 or more employees at at least one site and includes an individual, corporation, partnership, association,

nonprofit organization, group of persons, state, county, town, city, school district or other governmental subdivision.

**7. Family and Medical Leave Act of 1993; Amended By Updated Rule Which Became Effective 01/2009**

a. Policy Statement

This policy is to implement the Federal Family and Medical Leave Act (“FMLA”). Updated Department of Labor rules regarding FMLA went into effect 01/16/2009 and add leave entitlements to family members of military service personnel.

Employees also may have rights under State of Minnesota statutes, including the Minnesota Parental leave statute (see Parenting Leave of Absence Without Pay policy). The County will comply with those laws in addition to the FMLA.

b. Purpose

The purpose of this policy is to provide guidelines for implementation of the FMLA. Terms used in this policy are intended to have meaning set forth in the FMLA and accompanying U.S. Department of Labor regulations.

c. Definitions

FMLA Leave: A “FMLA leave” is a leave governed by this policy, and includes family care leaves, military caregiver leaves, qualifying exigency leaves and medical care leaves.

Family Care Leave: A “family care leave” is a leave for reason of (a) the birth of a son or daughter of the employee; (b) the placement of a son or daughter with an employee in connection with the adoption or state approved foster care of the son or daughter by the employee; or (c) the serious health condition of a son or daughter, parent, or spouse. Eligible employees will be able to take up to 12 weeks of FMLA leave in a 12-month period (measured forward from the first date any FMLA leave is used) for family care leave. An employee entitlement to a leave for a birth or placement of a son or daughter shall expire at the end of the 12-month period beginning on the date of such birth or placement.

Military Caregiver Leave: A “military caregiver leave” is a leave to care for a “covered service member” with a “serious illness or injury” incurred in the line of active duty. Eligible employees who are family members (spouse, son, daughter, parent or next of kin) of covered service members will be able to take up to 26 weeks of FMLA leave in a 12-month period (measured forward from the first date leave is used for this purpose) for military caregiver leave.

Qualifying Exigency Leave: A “qualifying exigency leave” is a leave for any qualifying urgent situation due to the fact that a covered family member is on active duty or called to active duty status in support of contingency operation. Eligible employees with a spouse, son, daughter or parent serving in the National Guard or Reserves may be able to take up to 12 weeks of FMLA leave in a 12-month period (measured forward from the first date any FMLA leave is used) for qualifying exigency leave.

Son or Daughter: For purposes of this policy, “son or daughter” means a biological, adopted or foster child, a stepchild, a legal ward, or a child of a person standing in loco parentis, who is either (a) under 18 years old; or (b) a dependent adult (child 18 years of age or older but incapable of self-care because of a mental or physical disability).

Parent: “Parent” means a biological, foster, or adoptive parent, a stepparent, a legal guardian, or an individual who stood in loco parentis to the employee. Parent does not include a parent-in-law or grandparent.

Spouse: “Spouse” means husband or wife as defined or recognized under state law for purposes of marriage.

Next of Kin: “Next of kin” means the nearest blood relative other than the covered servicemember’s spouse, parent, son or daughter, in the following order of priority: 1) Blood relatives granted legal custody of the servicemember; 2) Brothers and Sisters; 3) Grandparents 4) Aunts and Uncles; 5) First Cousins; unless the servicemember specifically designated in writing another blood relative as his/her nearest blood relative.

Serious Health Condition: "Serious health condition" means an illness, injury, impairment or physical or mental condition that involves either (1) an overnight stay in a medical care facility or (ii) continuing treatment by a health care provider for a condition that prevents the employee from performing the functions of the employee's job or a family member from participating in work, school or other daily activities. Generally, a condition involves continuing treatment if there is (i) a period of incapacity of more than 3 consecutive calendar days combined with at least 2 visits to a health care provider or 1 visit and a regimen of continuing treatment; (ii) incapacity due to pregnancy or prenatal care; (iii) incapacity, or treatment for incapacity, due to certain chronic conditions; (iv) incapacity that is permanent or long-term due to a condition for which treatment may not be effective, provided the individual is under the supervision of a health care provider; and (v) multiple treatments by a health care provider for restorative surgery or a condition that would likely result in a period of incapacity of more than 3 consecutive days in the absence of medical intervention or treatment.

Medical Care Leave: A "medical care leave" is a leave taken when the employee is unable to perform the essential functions of the employee's job because of a serious health condition, and the leave is supported by a health care provider's statement. Eligible employees may be able to take up to 12 weeks of FMLA leave in a 12-month period (measured forward from the first date any FMLA leave is used) for medical care leave.

Qualifying Exigency: A "qualifying exigency" includes 1) a short-term deployment; 2) military events and related activities; 3) childcare and school activities; 4) financial and legal arrangements; 5) counseling; 6) rest and recuperation; 7) post-deployment activities; and 8) additional activities that arise out of the active duty or call to active duty when the employer and employee agree to the leave.

Health Care Provider: "Health care provider" is defined as:

A doctor of medicine or osteopathy who is authorized to practice medicine or surgery by the state in which the doctor practices.

Others capable of providing health care services, as prescribed by statute, include, but are not limited to:
- Podiatrists, dentists, clinical psychologists, optometrists, and chiropractors (limited to treatment consisting of manual manipulation of the spine to correct a subluxation as demonstrated by x-ray to exist) authorized to practice in the state.
- Nurse practitioners, nurse-midwives, clinical social workers, and physician assistants who are authorized to practice under state law and are performing within the scope of their practice.
- Christian Science practitioners listed with the First Church of Christ Scientist in Boston, Massachusetts.

Covered Service Member: A "covered service member" is a current member of the Armed Forces, including a member of the National Guard or Reserves, or a member of the Armed Forces, the National Guard or the Reserves who is on the temporary disability retired list, who:
- is the employee's spouse, son, daughter, or parent or is an individual for whom the employee is next of kin,
- has a serious illness or injury incurred in the line of duty, and
- is undergoing medical treatment, recuperation or therapy for such serious illness or injury, is in outpatient status or is on the temporary disability retired list.

Serious Illness or Injury: A "serious illness or injury" means an illness or injury that may render the covered service member medically unfit to perform his/her duties.

d. Substitution of Other Paid Leave

The Family and Medical Leave Act provides for unpaid leave time. The County requires the employee to substitute and run concurrently accumulated earned leave, (i.e. vacation, sick leave, comp time, floating holiday) for the FMLA leave in any situation where the employee would normally be allowed to use the earned leave.

Minnesota law allows for unpaid parental leave of up to six weeks and for use of paid sick leave to care for dependent family members under certain circumstances. These leaves remain available under FMLA but do not extend the maximum FMLA leave for which the employee is eligible.

e. Eligibility

An employee must meet the following requirements to be eligible for FMLA leave:

1) The employee must have worked for the County for at least 12 months; and
2) The employee must have worked at least 1,250 hours during the 12 months immediately preceding the request.

f. Length of Leave

Except for military caregiver leave, the maximum length of FMLA leave shall be 12 weeks per applicable 12-month period.

In the case of military caregiver leave, the maximum length of FMLA leave shall be 26 weeks per applicable 12-month period but that requirement is per service member and per injury or illness (so an eligible employee may be entitled to take more than one period of 26 workweeks of leave if the leave is to care for different covered service members or to care for the same service member with a subsequent serious injury or illness). The 26-week maximum is a combined total for any type of FMLA leave. For example, an employee may, during the applicable 12-month period, take 16 weeks of FMLA leave to care for a covered service member with a serious illness or injury and 10 weeks of FMLA leave following the birth of a child. However, the employee could not take more than 12 weeks of FMLA leave due to the birth of a child during the applicable 12-month period, even if the employee takes fewer than 14 weeks of FMLA leave to care for a covered service member.

g. Intermittent or Reduced Schedule Leave

An employee is eligible for intermittent or reduced schedule FMLA leave under any of the following conditions:

When Medically Necessary: An employee may take leave intermittently (a few days at a time) or on a reduced leave schedule to care for an immediate family member with a serious health condition, because of a serious health condition of the employee, or to care for a covered service member with a serious illness or injury when “medically necessary”. “Medically necessary” means there must be a medical need for the leave and the leave can best be accomplished through an intermittent or reduced leave schedule. If an employee needs leave intermittently or on a reduced leave schedule for planned medical treatment, the employee must make a reasonable effort to schedule the treatment in a manner that does not unduly disrupt the County’s operations.

For a Qualifying Exigency: An employee may take leave intermittently (a few days or a few hours at a time) or on a reduced leave schedule for any qualifying exigency.

For Birth or Placement for Adoption or Foster Care: An employee make take FMLA leave intermittently or on a reduced leave schedule for birth or placement for adoption or foster care of a child only with the supervisor(s) and department head’s consent.

Special Conditions for Regular Part-time Employees: For regular part-time employees, the FMLA leave entitlement is calculated on a prorated basis by comparing the reduced schedule with the employee’s normal schedule. For example, if an employee who would otherwise work 30 hours per week takes 10 hours of intermittent or reduced schedule leave during a week, the employee’s 10 hours of leave would constitute one-third (1/3) of a week of FMLA leave for each week the employee works the reduced schedule.

The employee requesting intermittent or reduced leave may be required to transfer temporarily to a position with equivalent pay and benefits that better accommodates recurring periods of leave when the leave is planned based on scheduled medical treatment. When the leave ends, the employee will be reinstated in the same or an equivalent job as the job the employee left when the intermittent or reduced schedule leave began.

h. Status of Employee Benefits During Leave of Absence

Employees who are granted an approved FMLA leave may continue their group health plan coverages, including dental insurance, by arranging to pay their portion of the premium contributions during the period of unpaid FMLA leave. Employees on unpaid FMLA leave must immediately contact Payroll to make arrangements to continue to make the employee’s share of premium payments and maintain the health benefits while on unpaid leave. Payroll procedures will be followed regarding late payment and if payment is not made, the County may terminate coverage back to the date the unpaid premium was initially due.

Employees who are granted an approved FMLA leave may choose not to continue their group health plan coverages, including dental insurance during the period of unpaid FMLA leave. In that case, upon the employee’s return from leave, the employee is entitled to be reinstated in the health plans on the same terms as prior to taking the unpaid FMLA leave.

Employees who are substituting and running eligible earned leave (i.e. vacation, sick leave, comp time, floating holiday) concurrently with the FMLA leave will continue their group health plan coverages, including dental insurance, in the same manner as if working.

If an employee elects not to return to work upon completion of an approved unpaid FMLA leave, the County may recover from the employee the County’s share of any premiums paid to maintain the employee’s coverage, unless the failure to return to work was for reasons beyond the employee’s control, i.e.

-the continuation, recurrent, or onset of a serious health condition that entitles the employee to the leave to care for a child, parent or spouse with a serious health condition; or if the employee is unable to perform the essential functions of the position due to his/her own serious health condition; or

-other conditions beyond the employee's control that prevent the employee from returning to work as determined by the County.

Benefits other than group health plan coverage will continue to be in force only if employees pay the full amount of the premium during the leave. If such benefits are not continued, upon the employee's return from leave, the employee is entitled to be reinstated in such plans on the same terms as prior to taking the FMLA leave.

Earned leave benefits (i.e. sick leave, vacation, etc.) will not accumulate during any unpaid FMLA leave. Earned leave benefits will accumulate as per normal payroll practices and collective bargaining agreement provisions during paid FMLA leave where earned leave benefits are run concurrently with the FMLA leave.

If an employee needs less than a full week of FMLA leave and a holiday falls within that partial week, the holiday cannot be counted against the employee's FMLA leave if the employee would not otherwise have been required to report for work that day. County-recognized holidays which fall during full weeks of FMLA leave will be counted as FMLA leave. To be paid for a holiday during FMLA leave, the employee must be using earned leave concurrently with the FMLA leave as per normal payroll practices and collective bargaining agreement provisions.

Questions related to PERA retirement benefits resulting from an FMLA leave should be directed to PERA.

i. Employee Responsibilities – Notification and Reporting Requirements

Employees must provide sufficient information for the County to determine if a leave may qualify for FMLA protection. An eligible employee must ordinarily provide the County with 30 days advance notice when the FMLA leave is foreseeable (except in cases of qualifying exigency leave). If 30 days advance notice is not possible, the employee will be required to give the County notice as soon as practicable which shall normally be within 2 business days after the employee learns of the need for the leave. The County reserves the right to deny a leave request absent timely advance notice. The employee must attempt to schedule foreseeable FMLA leave so as not to unduly disrupt the County's operations.

When leave is needed for a qualifying exigency--whether foreseeable or not--, an employee should provide as much notice as is practicable.

j. Certification of Need for Leave

1. The County will require medical certification from a health care provider or the employee may provide the data to support a request for medical care leave or for family care leave to care for a seriously ill child, spouse or parent.

    - For medical care leave, the certification must state that the employee is unable to perform the essential functions of the employee's position because of a serious health condition, the date of onset and the health care provider's appropriate medical facts concerning the condition. Chronic illnesses which may have individual episodes of incapacity that are not more than 3 days are also included and would be considered as intermittent leave time. Appropriate medical facts are those facts which are directly relevant to these factors and do not include medical information which involves matters irrelevant to the leave.

    - For family care leave to care for a seriously ill child, spouse or parent, the certification must state that the employee is needed to provide care for a family member and an estimate of the amount of time needed, including health care provider's statement if there is a need of an intermittent or reduced work schedule.

At its discretion, the County may require a second medical opinion at its own expense. If the first and second medical opinions differ, the County, at its own expense, may require the opinion of a third health care provider. If the employee unreasonably, in the opinion of the County, refuses to agree on a third health care provider, the County may designate the provider. This third opinion is binding on the County and the employee for purpose of the FMLA policy.

The County reserves the right to require the employee to provide re-certification of the need for the leave every 30 days unless circumstances described by the previous certification have changed significantly or the County receives information casting doubt on the employee's stated reason for leave. If the minimum duration of the employee's incapacity specified on a medical certification is more than 30 days, the County will not request recertification until that minimum time has passed unless circumstances change or the County has reason to doubt the employee's stated reason for leave or the employee requests an extension of leave.

2. If military caregiver leave is needed, the County will require a medical certification by the United States Department of Defense ("DOD") health care provider or a health care provider who is either: 1) a United States Department of Veterans Affairs ("VA") health care provider; 2) a DOD Tricare network authorized private health care provider; or 3) a DOD non-network Tricare authorized private health care provider.

3. If qualifying exigency leave is needed, the County will require certification and written documentation confirming a covered military member's active duty or call to active duty status in support of a contingency operation.

4. If a certification is required, the employee must provide it within 30 calendar days of the County's request unless it is not practicable to do so despite the employee's diligent, good faith efforts. The certification must be complete and sufficient. If a certification is not complete or sufficient, the County will notify the employee of the additional information necessary to make it complete and sufficient and give the employee a period of time (at least seven calendar days)to

cure any such deficiency. If a complete and sufficient certification is not provided in a timely manner, the County may deny the taking of FMLA leave or may declare a preliminary designation of FMLA leave until the requisite information from the employee or health care provider is received to determine whether the leave is FMLA qualified or not.

The County may contact a health care provider who has provided a medical certification for purposes of clarifying and/or authenticating a certification in accordance with the procedures provided in the FMLA. The County may also verify information contained in a certification provided in support of a request for a qualifying exigency leave.

k. Supervisor and/or Payroll Responsibilities – Notification and Reporting Requirements

In all circumstances, it is the County’s responsibility to designate leave, paid or unpaid, as FMLA qualifying, and to give notice of the designation to the employee. The County’s designation must be based only on information received from the employee or the employee’s spokesperson.

Supervisors and/or payroll are responsible to inform Human Resources as soon as it is known that 5 days of consecutive or non-consecutive earned leave (i.e. vacation, sick leave, floating holiday, comp time, etc.) or workers compensation will or has been taken by an employee for the same potentially qualifying FMLA condition. Human Resources will put the employee on notice of potentially qualifying for FMLA and ask the employee or his/her representative to respond within 30 calendar days to inform the County whether or not the condition is FMLA qualifying.

l. Employment Restoration

Any eligible employee who takes FMLA leave authorized by this policy is entitled upon return from FMLA leave to be restored in the same position of employment as held when the leave began or to be restored to an equivalent position with no adjustment to seniority dates and with equivalent employment benefits, pay, and other terms and conditions of employment.

An exception to the employment restoration provisions of this policy may be made if the employee on leave is a “key employee” that is a salaried employee and is among the highest paid ten percent of the County’s employees, and restoring employment of the key employee would result in substantial and grievous economic injury to the County.  In this situation the key employee will be notified of the County’s intent to deny restoration and the key employee will be given an opportunity to return to work.

A fitness for duty certificate will be required if the employee is returning from a medical care leave.

In the event of a layoff during the employee’s leave, the employee shall be treated as a regular employee of record during the leave and shall be afforded all of the rights as governed by the appropriate bargaining agreement or County Policies governing matters involved with a layoff.

m. Cancellation of FMLA Leave

The County may cancel a leave of absence at any time the employee uses the leave for purposes other than stated when the leave was granted.  An employee may cancel an approved FMLA leave and return to work by providing reasonable notice to the immediate supervisor.  If the leave was for a serious health condition of the employee, the employee may return to work upon providing a fitness for duty certificate.

n. Change in Method for Determining the “12-Month Period” Leave Entitlement

The County will change from a rolling 12-month period measured backward from the date an employee uses any FMLA leave to a 12-month period measured forward from the date any employee’s first FMLA leave begins.

The FMLA regulations require Itasca County give a 60 days notice to all employees and the transition must take place in such a way that the employees retain the full benefit of 12 weeks of leave under whichever method affords the greatest benefit to the employee.

o. Effective Date

The FMLA policy as amended is effective on 04/27/2010.

**8. Leave for Immediate Family Members of Military Personnel Injured or Killed in Active Service**

a. Policy Statement

Minnesota Statute 181.947, or as amended, permits employees to receive an unpaid leave of absence up to ten working days to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service.

b. Authorization

1) Itasca County must grant up to 10 working days to an employee whose immediate family member, as a member of the United States armed forces, has been injured or killed while engaged in active service.

2) The employee must give as much notice to Itasca County as practicable of the employee’s intent to exercise this leave.

3) The length of leave will be reduced by any period of paid leave provided by Itasca County.

4) As defined in MS 181.947, Subdivision 1, or as amended, employee means a person, independent contractor or person working for an independent contractor who performs services for compensation, in whatever for, for an employer.

5) As defined in MS 181.947, Subdivision 1, or as amended, employer means a person or entity located or doing business in Minnesota and having one or more employees, and includes the state and all political or other governmental subdivisions.

6) As defined in MS 181.947, Subdivision 1, or as

amended, immediate family member means a person's parent, child, grandparents, siblings or spouse.

7) As defined in MS 190.05, Subdivision 5, or as amended, active service means either state active service, federally funded state active service, or federal active service.

**9. Leave to Attend Military Ceremonies**

a. Policy Statement

Minnesota Statute 181.948, or as amended, permits that unless leave would unduly disrupt the operations of an employer,the employer shall grant a leave of absence without pay to an employee whose immediate family member, as a member of the United States armed forces, has been ordered into active service in support of a war or other national emergency.

b. Authorization

1)Itasca County may limit the amount of leave provided to the actual time necessary for the employee to attend send-off or homecoming ceremony for the mobilized service members, not to exceed one day's duration in any calendar year.

2) As defined in MS 181.948, Subdivision 1, or as amended, employee means a person who performs services for compensation, in whatever form, for an employer. Employee does not include an independent contractor.

3) As defined in MS 181.948, Subdivision 1, or as amended, employer means a person or entity located or doing business in Minnesota and having one or more employees, and includes the state and all political or other governmental subdivisions.

4) As defined in MS 181.948, Subdivision 1, or as amended, immediate family member means a person's grandparent, parent, legal guardian, sibling, child, grandchild, spouse, fiancé, or fiancée.

5) As defined in MS 190.05, Subdivision 5, or as amended, active service means either state active

service, federally funded state active service, or federal active service.

**10. Leave to Obtain Restraining Orders**

a. Policy Statement and Authorization

Employees may have reasonable time off from work to obtain or attempt to obtain relief under the Domestic Arrest Statute, MS 518B.01, Subdivision 23, or as amended. Except in cases of imminent danger to the health or safety of the employee or the employee’s child, or unless impracticable, an employee who is absent from the workplace shall give 48 hours’ advance notice to the supervisor.

**B. Leave Of Absence With Pay**

**1. Jury Duty**

a. Policy Statement

It is the policy of Itasca County to grant employees a leave of absence with pay for required jury duty (M.S. 593.50).

b. Authorization

1) An employee shall submit a written request for leave of absence due to jury duty to the department head at the earliest possible date.

2) The department head shall be responsible for authorizing leave of absence.

3) The authorized written request shall be filed in the employee’s personnel file.

4) The employee shall return to work if excused or released from jury duty during regular working hours.

c. Compensation

1) The compensation for jury duty shall be paid to the fund from which the employee is paid, except for mileage and any hours incurred prior to or after employee’s regular working hours.

2) If a holiday occurs during jury duty, the employee shall be paid at straight time for the holiday, or may have another day off, with the supervisor’s permission, in lieu of the holiday worked on jury time.

### 2. Voting In National And State Elections

a. Policy Statement

Time off for voting will be as per MS 204C.04 or as amended.

b. Authorization

The employee shall inform the supervisor of absence during work time to vote prior to taking the time off to vote.

### 3. Appearance at Government Proceedings

a. Policy Statement

It is the policy of Itasca County to grant employees a leave of absence with pay for a subpoenaed appearance before a court, legislative committee, or other body as a witness in a proceeding involving the Federal government, State of Minnesota, or one of its political subdivisions, if the appearance is in connection with the employee’s official duties, in accordance with M.S. 210A.09.

b. Authorization

1) The employee shall submit a written request for a leave of absence due to a subpoenaed appearance at a government proceeding to the department head at the earliest possible date.

2) The authorized written request shall be filed in the employee’s personnel file.

### 4. Military Leave With Pay

a. Policy Statement

It is the policy of Itasca County to grant employees a maximum of fifteen (15) calendar days off with pay during any calendar year for National Guard, Reserve Duty, or military duty as outlined in M.S. 192.26.

b. Authorization

1) The employee shall submit a written request for a leave of absence due to military duty to the department head at the earliest possible date. A copy of the orders shall be presented to the department head if possible.

2) The department head shall be responsible for authorizing leaves of absence.

3) The authorized written request shall be filed in the employee’s personnel file.

## 5. Bereavement Leave

a. Policy Statement

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

- Spouse, and parents, thereof,
- Children, including adopted and stepchildren, and spouses thereof,
- Parents, grandparents and grandchildren of the employee and/or the spouse,
- Brothers and sisters, and spouses thereof,
- Any individual related by blood or affinity whose close association with the employee is the equivalent to a family relationship.

b. Authorization

1) The employee shall submit a written request for a leave of absence due to death in the immediate family to the department head at the earliest possible date. If circumstances prevent submission of a written request, the employee shall contact the department head as soon as possible.

2) The department head shall be responsible for authorizing leaves of absence.

3) The authorized written request or a notation of the verbal request shall be filed in the employee’s personnel file.

**6. Personal Day Of Leave**

a. Policy Statement

It is the policy of Itasca County to grant an employee one personal day of leave per calendar year.

b. Authorization

Upon the successful completion of the probationary period, eight hours of paid absence from work at the employee’s designation and appointing authority’s approval will be granted each calendar year. A personal day of leave cannot be carried over into the following year or paid upon separation.

**7. Sick Child Care Leave**

a. Policy Statement

Effective 1 August 1990, Minnesota Statutes 181.9413 permit employees to use personal sick leave benefits for absences due to illness or injury of the employee’s child for reasonable periods in which the employee’s attendance with the child may be necessary.

b. Authorization

The same terms apply to this leave as apply to the employee's use of sick leave benefits for the employee's own illness. This applies to sick leave benefits payable to the employee from the employer's general assets.

**8. Bone Marrow Donor Leave**

a. Policy Statement

Effective 1 August 1990, Minnesota Statute 181.945, or as amended, permits employees to receive a paid leave of absence to undergo a medical procedure to donate bone marrow.

b. Authorization

1) An employer must grant paid leave of absence to an employee who seeks to undergo a medical procedure to donate bone marrow. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow. If there is a medical determination that the employee does not qualify as a bone marrow donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

2) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence to donate bone marrow.

3) The Bone Marrow Donor Leave Law does not prevent an employer from providing leave for bone marrow donations in addition to leave allowed under MS 181.945, or as amended. The Bone Marrow Donor Leave Law does not affect an employee's rights with respect to any other employment benefit.

4) MS 181.945, or as amended, defines employee as Aa person who performs services for hire for an employer, for an average of 20 or more hours per week, and includes all individuals employed at any site owned or operated by an employer. Employee does not include an independent contractor.@

5) MS 181.945, or as amended, defines employer as Aa person or entity that employs 20 or more employees at least one site and includes an individual, corporation, partnership, association, nonprofit organization, group of persons, states, county, town, city, school district, or other governmental subdivision.@

## 9. Organ Donation Leave

a. Policy Statement

Effective 1 August 2006, Minnesota Statute 181.9456, or as amended, permits employees to receive a paid leave of absence to donate an organ or partial organ to another person.

b. Authorization

1) An employer must grant paid leave of absence to an employee who seeks to undergo a medical procedure to donate an organ or partial organ to another person. The combined length of the leaves shall be determined by the employee, but may not exceed 40 work hours for each donation, unless agreed to by the employer. The employer may require verification by a physician of the purpose and length of each leave requested by the employee for organ donation. If there is a medical determination that the employee does not qualify as an organ donor, the paid leave of absence granted to the employee prior to that medical determination is not forfeited.

2) An employer shall not retaliate against an employee for requesting or obtaining a leave of absence to donate bone marrow.

3) Organ Donation Leave Law does not prevent an employer from providing for organ donations in addition to leave allowed under MS 181.9456, or as amended. Organ Donation Leave Law does not affect an employee’s rights with respect to any other employment benefit.

3) MS 181.9456, or as amended, defines employee as Aa person who performs services for hire for an employer, for an average of 20 or more hours per week, and includes all individuals employed at any site owned or operated by a public employer. Employee does not

include an independent contractor.@

4) MS 181.9456, or as amended, defines employer as Aa state, county, city, town, school district, or other governmental subdivision that employs 20 or more employees.@

## 10. Missed Work Due to Own Health Condition

This policy provides supervisors and managers with written information which will allow them to perform their functions of appropriately assigning work activities and authorizing payroll.

1) ALL employees who are absent for their own health condition due to an overnight stay in a medical care facility or who use five (5) or more days of earned or unpaid leave for the same health condition including time run in conjunction with FMLA for serious health condition, must provide to the supervisor and Risk Manager/Safety Officer prior to returning to work a return to work authorization form which identifies work related restrictions or no restrictions from the health care provider.

2) The Report of Workability shall be given to the supervisor and then forwarded by the supervisor to the personnel record. This report can then be utilized by Human Resources to determine if an application for FMLA should be initiated.

3) With receipt of the Report of Workability, the supervisor can appropriately assign work activities and authorize payment of sick pay.

4) In case of need for accommodations to perform the job, consultation from the Risk Manager is available.

## C. Unauthorized Leave Of Absence

Any such absence shall be without pay and may be grounds for disciplinary action. In the absence of such disciplinary action, any employee who is absent for three consecutive work days without leave shall be deemed to have resigned.

County Board action date: 07/08/1986; 05/12/1987; 02/09/1988;

**LEAVE OF ABSENCE POLICY**

06/14/1988; 05/08/1990; 07/10/1990; 12/11/1990; 08/27/1991; 08/25/1992; 09/28/1993; 12/22/1998; 01/09/2001; 09/23/2003; 08/25/2009; 04/27/2010; 05/24/2011; 4/23/2013

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# EMPLOYEE RIGHTS AND RESPONSIBILITIES
# UNDER THE FAMILY AND MEDICAL LEAVE ACT

### Basic Leave Entitlement
FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- for incapacity due to pregnancy, prenatal medical care or child birth;
- to care for the employee's child after birth, or placement for adoption or foster care;
- to care for the employee's spouse, son, daughter or parent, who has a serious health condition; or
- for a serious health condition that makes the employee unable to perform the employee's job.

### Military Family Leave Entitlements
Eligible employees whose spouse, son, daughter or parent is on covered active duty or call to covered active duty status may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is: (1) a current member of the Armed Forces, including a member of the National Guard or Reserves, who is undergoing medical treatment, recuperation or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness*; or (2) a veteran who was discharged or released under conditions other than dishonorable at any time during the five-year period prior to the first date the eligible employee takes FMLA leave to care for the covered veteran, and who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness.*

***The FMLA definitions of "serious injury or illness" for current servicemembers and veterans are distinct from the FMLA definition of "serious health condition".**

### Benefits and Protections
During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

### Eligibility Requirements
Employees are eligible if they have worked for a covered employer for at least 12 months, have 1,250 hours of service in the previous 12 months*, and if at least 50 employees are employed by the employer within 75 miles.

***Special hours of service eligibility requirements apply to airline flight crew employees.**

### Definition of Serious Health Condition
A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

### Use of Leave
An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

### Substitution of Paid Leave for Unpaid Leave
Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

### Employee Responsibilities
Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

### Employer Responsibilities
Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

### Unlawful Acts by Employers
FMLA makes it unlawful for any employer to:

- interfere with, restrain, or deny the exercise of any right provided under FMLA; and
- discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

### Enforcement
An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

**FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulation 29 C.F.R. § 825.300(a) may require additional disclosures.**

**For additional information:**
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
**WWW.WAGEHOUR.DOL.GOV**

U.S. Department of Labor | Wage and Hour Division

WHD Publication 1420 · Revised February 2013

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

April 23, 2013
Regular Meeting

# REQUEST FOR BOARD ACTION RBA-2013-137

**DEPARTMENT:** Administrative Services
**PRESENTER:** Lynn Hart **TIME REQUIRED**: < 5 minutes

**AGENDA ITEM:**
Updated Leave of Absence Policy

## BOARD ACTION REQUESTED:
Approve the updated Leave of Absence Policy

## BACKGROUND:
Bereavement Leave has been updated to reflect the 2013-2015 bargaining unit language. Voting in National and State Elections has been updated to comply with M.S. 204C.04. The County Administrator will approve all leaves of absence in place of the County Board.

## ITEM HISTORY:
**History:**

**04/16/13 COUNTY BOARD RECOMMENDED FOR CONSENT**
**NEXT: 04/23/13**

## COUNTY ATTORNEY REVIEW: N/A

## SUPPORTING DOCUMENTATION:
- leave of absence 04232013 (DOC)

| | |
|---|---|
| **RESULT:** | **ADOPTED [UNANIMOUS]** |
| **MOVER:** | Leo Trunt, District #3 |
| **SECONDER:** | Terry Snyder, District #2 |
| **AYES:** | Tinquist, Snyder, Trunt, Eichorn, Mandich |

| ITASCA COUNTY<br><br>HUMAN RESOURCES | EFFECTIVE DATE: 01/01/2024 | POLICY #: |
|---|---|---|
| | RBA #: 2024 - 1<br>RBA Dated 01/02/2024 | BOARD APPROVAL DATE: January 2, 2024 |
| | REFERENCES: Minn. Stat. §§ 181.9445-181.9448 | |
| SUBJECT: Sick Leave Policy | | |

## I. POLICY STATEMENT

A. Sick leave is paid leave provided by the employer when employees must be absent from work for reasons related to illness or injury to themselves or their family members as defined in labor agreements or employment/fringe benefit agreements. For employees who work over 80 hours in a calendar year, the County's sick leave policy will also incorporate the Earned Sick and Safe Time (also called ESSL or ESST) required by state law effective January 1, 2024, and any subsequent updates to that law. This policy does not apply to volunteers, independent contractors, or elected officials.

*B.* For the purposes of satisfying ESST, the County has previously negotiated (or provided to unrepresented employees via an employment/fringe benefit agreement) paid sick time which meets or exceeds ESST minimum requirements under the law. **Sick leave benefits for benefit earning employees shall consist of two benefits running in tandem with each other; "Earned Sick and Safe Time" and "Sick Time,"** which is defined in labor contracts or employment/fringe benefit agreements. The total balance of hours between these two benefits shall not exceed the maximum number of hours as defined in the applicable labor contract or employment/fringe benefit agreement. If the balance exceeds the maximum number of hours, hours shall be reduced from the "Sick Time" balance to bring the total back to maximum accrual amount. ESST accruals will not exceed 48 hours per calendar year and are subject to an 80-hour maximum due to carry over from year to year.

*(Depending on the employee's situation, more than one form of leave may apply during the same period of time as sick leave (e.g., the Family and Medical Leave Act may apply). An employee will need to meet the requirements of each form of leave separately. Eligibility for leaves will be evaluated on a case-by-case basis.)*

## II. EARNED SICK AND SAFE TIME

"Earned Sick and Safe Time" is paid time off required by law and earned at one hour of Earned Sick and Safe Time for every 30 hours worked by a full-time, part-time or seasonal employee, up to a maximum of 48 hours of sick and safe time per year. Employees begin accruing ESST from their first day of employment. Accrual of ESST is based on **actual hours worked**, and shall not include vacation, sick leave, floating holidays, compensatory time, workers' compensation and unpaid leaves of absence in the calculation of hours worked. This ESST is subject to an 80-hour maximum due to carryover from year to year. The year for purposes of ESST shall be defined as the calendar year running from January 1 to December 31. The hourly rate of ESST is the same hourly rate an employee earns from employment with the County.

For employees covered by a collective bargaining agreement or employment/fringe benefit agreement, the sick time benefit provided by the collective bargaining agreement or agreement exceeds the statutory requirement for an ESST bank. As a result, **no additional time is created by this ESST bank –**

rather it is part, or a subset, of the existing sick leave bank. Exceptions would include situations wherein: 1) employees who work hours but are not credited sick time earnings for a period pursuant to a collective bargaining agreement provision; or 2) employees who have a part-time pro-rated status that results in less than 1 hour for 30 hours worked. In each of these exceptions, the employee will have the actual hours worked credited to their ESST banks at the 1 hour for 30 hour worked calculation.

**Employees can choose to designate sick leave as ESST up to their current ESST accrued balance. Any leave designated as ESST will concurrently reduce the "Sick Time" accrual balance.** Sick leave that would exceed the eligible uses of "Sick Time" as defined in the labor contract or employment/fringe benefit agreements, must be designated as ESST on the employee's timesheet. Any sick leave time after ESST time has been exhausted will be considered "Sick Time" and eligibility will be as outlined in the existing collective bargaining or employment/fringe benefit agreement. ESST cannot be used on an employee's scheduled day off.

During an employee's use of ESST, an employee will continue to receive the County's employer insurance contribution as if they were working, and the employee is responsible for the employee's share of insurance premiums.

Employees who are transferred to a different job classification for the same employer will retain their accrued and unused ESST.

**Earned Sick and Safe Time Use**

ESST may be used as it is accrued in any amount for the following circumstances:

- Mental or physical illness, injury or other health condition
- Medical diagnosis, care or treatment, of a mental or physical illness, injury or health condition
- Preventative medical or health care
- Care of a family member with mental or physical illness, injury, or health condition
- Care of a family member who needs medical diagnosis care or treatment.
- Care of a family member who needs preventative medical health care.
- Absence due to domestic abuse, sexual assault, or stalking of the employee or the employee's family member provided the absence is to:
  - Seek medical attention related to physical or psychological injury or disability caused by domestic abuse, sexual assault, or stalking
  - Obtain services from a victim services organization
  - Obtain psychological or other counseling
  - Seek relocation or take steps to secure an existing home due to domestic abuse, sexual assault or stalking
  - Seek legal advice or take legal action, including preparing for or participating in any civil or criminal legal proceeding related to or resulting from domestic abuse, sexual assault, or stalking
- Closure of the County due to weather or other public emergency or to care for a family member whose school or place of business has been closed for the same reason.
- Employees inability to telework because employee is:
  - Prohibited from working by employer due to health concerns related to transmission of a communicable illness related to a public emergency; or
  - Seeing or awaiting the results of diagnosis of communicable disease related to public health emergency.

- Absence when it has been determined by health authorities with jurisdiction that presence of employee, or family member of employee, in the community would jeopardize health of others because of exposure of employee or their family member to a communicable disease.

For ESST purposes, family member includes an employee's:

- Spouse or registered domestic partner
- Child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in local parentis
- Sibling, step sibling or foster sibling
- Biological, adoptive or foster parent, stepparent or a person who stood in loco parentis when the employee was a minor child
- Grandchild, foster grandchild or step grandchild
- Grandparent or step grandparent
- A child of a sibling of the employee
- A sibling of the parent of the employee or
- A child-in-law or sibling-in-law
- Any of the above family members of a spouse or registered domestic partner
- Any other individual related by blood or whose close association with the employee is the equivalent of a family relationship
- Up to one individual annually designated by the employee

**Notice for use of Earned Sick and Safe Time**

If the need for ESST is foreseeable, provide advance notice to your immediate supervisor via email, telephone or UKG time-off request function. However, if the need is unforeseeable, employees must provide notice of the need for ESST as soon as practicable. (Check with Supervisor for preferred communication method.) When an employee uses ESST for more than three consecutive days, the County may require appropriate supporting documentation (such as medical documentation supporting medical leave, court records or related documentation to support safety leave). However, if the employee or employee's family member did not receive services from a health care professional, or if documentation cannot be obtained from a health care professional in a reasonable time or without added expense, then reasonable documentation may include a written statement from the employee indicating that the employee is using, or used, Earned Sick and Safe Time for a qualifying purpose. The County will not require an employee to disclose details related to domestic abuse, sexual assault, or stalking or the details of the employee's or the employee's family member's medical condition. In accordance with state law, the County will not require an employee using ESST to find a replacement worker to cover the hours the employee will be absent.

**Retaliation Prohibited**

The County shall not discharge, discipline, penalize, interfere with, or otherwise retaliate or discriminate against an employee for asserting ESST rights, requesting an ESST absence, or pursuing remedies. Additionally, it is unlawful to report or threaten to report a person or a family member's immigration status for exercising a right under ESST.

**Return to Work after Separation**

Accrued and unused ESST time is not paid out upon the employee's resignation, retirement, layoff, or termination, except in accordance with the "Sick Time" severance pay out amounts specified in accordance with applicable bargaining or employment/fringe benefit contracts. When there is a separation from employment and the employee is rehired within 180 days of separation, previously accrued and unused ESST will be reinstated unless previously paid out pursuant to a collective bargaining agreement. An employee is entitled to use and accrue ESST at the commencement of reemployment.

**Complaint Procedure**

ESST disputes are not subject to collective bargaining grievance procedures. An employee injured by a violation of this policy pursuant to §§181.9445-181.9448 may bring a civil action to recover any and all damages recoverable by law, together with costs and disbursements, including reasonable attorney's fees, and may receive injunctive and other relief as determined by a district court in Itasca County.

Questions regarding ESST or this County policy should be directed to the Human Resources Department.

## III. STANDARD "SICK TIME"

"Sick Time" is an authorized absence from work with pay. For employees covered by a collective bargaining agreement or employment/fringe benefit agreement, "Sick Time" accrual and use will continue to be as outlined in the collective bargaining agreement or employment/fringe benefit agreement with one exception. In order to comply with state statute, the more limited notice and documentation provisions associated with accrued Earned Sick and Safe Time use as outlined in this policy will prevail over conflicting provisions in the collective bargaining agreement when the leave is concurrently designated as ESST.

All accrued and unused paid "Sick Time" must be used before requesting unpaid medical leave.

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

Tuesday, January 2, 2024

# RESOLUTION 2024-1

## RE: ADOPTION AND IMPLEMENTATION OF SICK LEAVE POLICY

**WHEREAS,** a new Earned Sick and Safe Time (ESST) paid leave law was passed during the 2023 legislative session, effective January 1, 2024, which requires employers to provide paid leave under specific circumstances to employees who work in the state of Minnesota; and

**WHEREAS,** for purposes of satisfying ESST, the County has previously negotiated (or provided to unrepresented employees via a fringe benefit agreement) paid sick leave which meets or exceeds ESST minimum requirements under the law.

**THEREFORE, BE IT RESOLVED,** that the Itasca County Board approves the new Itasca County Sick Leave Policy which incorporates ESST effective January 1, 2024.

**RESOLVED FURTHER,** the Board hereby directs the Human Resources Department to provide notice of the County's Sick Leave policy by: 1) supplying employees, who have a County email, with an electronic copy of the policy; 2) posting the policy to the County's website; 3) posting a copy of the required ESST notice to County worksite locations; and 4) by incorporating the policy into new hire communications.

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

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

**I, BRETT SKYLES, Administrator of the County of Itasca, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 2nd day of January A.D. 2024 and that the same is a true and correct copy of the whole thereof.**

**WITNESS MY HAND AND SEAL OF OFFICE at Grand Rapids, Minnesota, this 2nd day of January A.D. 2024.**

**Administrator**

| ITASCA COUNTY POLICIES & PROCEDURES<br><br>HUMAN RESOURCES | EFFECTIVE DATE: 02/22/2022 | POLICY #: |
|---|---|---|
| | RBA #: 2022-2246 | BOARD APPROVAL DATE: 2/22/2022<br>Format Updates: |
| | REFERENCES: | |
| SUBJECT: Catastrophic Leave Donation Policy | | |

# CATASTROPHIC LEAVE DONATION

**1.1 Purpose**
The County believes that reasonable measures should be taken to provide an opportunity for employees who wish to donate accrued vacation to other employees who have exhausted all accrued leave.

**This policy does not replace the need for employees to save their earned sick leave and/or vacation. There is no guarantee donated leave hours will be approved or donated.**

**1.2 Eligibility to Receive**
To be eligible to receive donated leave an employee, or a family member, must complete a request form and submit it to the Human Resources Director. It will be up to the employee requesting the donation whether or not the reason for the donation will be released to employees. Requests will be accepted only from individuals who are within one pay period of exhausting all accrued paid leave. Exceptions to these requirements will be approved by the Human Resources Director only in rare and unusual circumstances.

**1.3 Conditions**
An employee may receive donated leave to a care for themselves, or a family member, due to a medical emergency or catastrophic event under the following conditions:

**1.3.1 Definitions**
Family members include the employee's spouse or domestic partner, child, and/or parents of the employee.

Medical emergency is defined as an unplanned medical condition of the employee, or family member of the employee, that would require the prolonged absence of the employee from duty and would result in a substantial loss of income to the employee because the employee would have exhausted all paid leave available.

**1.3.2 Eligibility**
An employee is only eligible to receive donated leave for time lost from normal work hours under the terms and conditions set in paragraph 1.3.3.

**1.3.3 Terms and Conditions**
An employee will be eligible to receive donated leave only after the employee's accrued paid time off balance has been reduced to no more than three (3) days.

The use of available donated leave will take effect when an employee enters non pay status and continue until all donated leave has been used or the employee returns to work.

An employee receiving reimbursement of wages from any other source (i.e. Workman's Comp, Disability and Accident Insurance Policy, etc.) shall be ineligible to receive donated leave.

If an employee receives donated leave, and later receives wage reimbursement from another source (i.e. Workman's Comp, Disability and Accident Insurance Policy, etc.) the employee is required to pay back the hours received, which will then be returned to the employee who made the donation.

**1.3.4 Limitations**
No employee will be allowed to receive more than 240 hours or 30 days of donated vacation for any single major life-threatening disease or condition. Exceptions may be approved by the Human Resources Director only in rare and unusual circumstances.

**1.4 Notification**
Notification will be made by the Human Resources Director that a request has been made. With the employee's approval, the name of the employee who is to receive the donated leave and the reason for receiving the leave will be released by the Human Resources Department.

**1.5 Leave Donations**
Employees who wish to donate vacation will do so under the following conditions:

**1.5.1 Written Request**
A written request to donate leave must be made to Payroll on forms designated by the Human Resources Department for that purpose. The name of the employee who is to receive the donation will be noted on the form. The names of those who donate vacation may be made available upon written request by and to the employee who received the donations.

**1.5.2 Donations**
An employee may donate no more than eighty (80) hours of accrued vacation per calendar year to a single fellow employee. This shall not be construed to prohibit donating eighty (80) hours of vacation to additional employees. Further, any donation made under this policy will be taxable to the donor and the recipient.

**1.6 Effect on Accrued Balances**
The County will subtract the hours (not the dollar value) of donated vacation from the accrued balances of the employee making the donation and credit those hours to the requesting employee. Once a donation is made, it is irrevocable. However, if more donated hours are received than needed or allowed, the donations are used on a first come, first serve basis and will be returned to the employee if they are not needed.

**1.6.1**
Employees who receive donated leave will receive credit for holidays as well as earn sick leave and vacation while using donated leave. Any accrued leave shall be used prior to using donated vacation.

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-632

**DEPARTMENT:** Transportation **TIME REQUESTED:** < 5 Minutes
**PRESENTER:** Rachel Metelak

**AGENDA ITEM:**
Bridge Bond Grant Agreement - CSAH 68 & CR 439 Bridge Replacements

**BOARD ACTION REQUESTED:**
Adopt the Resolution Re: Agreement to State Transportation Fund Local Bridge Replacement Program Grant Terms and Conditions for SAP 031-668-008 & SAP 031-598-033, which authorizes entering into Mn/DOT Agreement No. 1060584 for Bridge Funding.

**BACKGROUND:**
Replacement of the bridges on CSAH 68 & CR 439 over Splithand Creek will occur during the 2026 construction season. Construction will be funded by bridge bonding, state aid, and county preservation.

The State of Minnesota Bridge Bond Funds are in the amount of $757,350.60 for Bridge No's. 31583, SAP 31-598-033 (CR 439) & 31584, SAP 031-668-008 (CSAH 68). Passing the attached resolution and executing Agreement Number 1060584 is required before the state releases funds to the County.

**COUNTY ATTORNEY REVIEW:** No

**SUPPORTING DOCUMENTATION:**
1. 031-598-033 031-668-008LBRPAgreeCOMPLETE - unsigned

| | |
|---|---|
| **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, November 18, 2025

## RESOLUTION 2025-53

### RE: Local Bridge Replacement Program Grant Agreement
### Grant Terms and Conditions SAPs 031-598-033; 031-668-008

**WHEREAS,** Itasca County has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridges No. 31583; 31584 and

**WHEREAS,** the Commissioner of Transportation has given notice that funding for this project is available; and

**WHEREAS,** , the amount of the grant has been determined to be $**757,350.60** by reason of the lowest responsible bid;

**NOW THEREFORE BE IT RESOLVED,** that Itasca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper County officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

# LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP)
# GRANT AGREEMENT

**This Agreement** between the Minnesota Department of Transportation ("MnDOT") and the Grantee named below is made pursuant to Minnesota Statutes Section 174.50 and pursuant to Minn. Laws 2023, Chapter 72- H.F. 669. The provisions in that section and the Exhibits attached hereto and incorporated by reference constitute this Agreement and the persons signing below agree to fully comply with all of the requirements of this Agreement. This Agreement will be effective on the date State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2.

1. Public Entity (Grantee) name, address and contact person:

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

   Contact: Karin Grandia, PE

2. Project(s):

| Name of Project & Project Number (See Exhibit C for location) | Amount of LBRP Funds | Amount of Required Matching Funds | Completion Date |
|---|---|---|---|
| SAP 031-598-033 | $493,828.72 | $67,553.00 | December 31, 2029 |
| SAP 031-668-008 | $263,521.88 | $336,295.63 | December 31, 2029 |
| | | | |

3. Total Amount of LBRP Grant for all projects under this Agreement: $757,350.60.

4. The following Exhibits for each project are attached and incorporated by reference as part of this Agreement:

   Exhibit A Completed Sources and Uses of Funds Schedule
   Exhibit B Project Schedule, Workforce Certificate, and Equal Pay Certificate
   Exhibit C Bond Financed Property Certification
   Exhibit D Grant Application
   Exhibit E Grantee Resolution Approving Grant Agreement
   Exhibit F General Terms and Conditions

5. Additional requirements, if any: None

6. Any modification of this Agreement must be in writing and signed by both parties.

*(The remaining portion of this page was intentionally left blank.)*

**PUBLIC ENTITY (GRANTEE)**
*The Grantee certifies that the appropriate person(s) have executed the grant agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

By: ___________________________________

Title: ________________________________

Date: ________________________________

By: ___________________________________

Title: ________________________________

Date: ________________________________

**DEPARTMENT OF TRANSPORTATION**
*Approval and Certifying Encumbrance as required by Minnesota Statutes § 16A.15 and 16C.05*

By: ___________________________________
State Aid Programs Manager
(with delegated authority)

Date: ________________________________

**DEPARTMENT OF TRANSPORTATION**
**CONTRACT MANAGEMENT**

By: ___________________________________

Date: ________________________________

# EXHIBIT A

## SOURCES AND USES OF FUNDS SCHEDULE

| SOURCES OF FUNDS: Entity Supplying Funds | Amount | | USES OF FUNDS: Expenses | Amount |
|---|---|---|---|---|
| | | | | |
| **State Funds:** | | | **Items Paid for with LBRP Grant Funds:** | |
| 2023 LBRP Grant<br>SAAS Acct 377 | $757,350.60 | | | |
| | | | SAP 031-598-033,<br>Construction, Bridge # 31583 | $493,828.72 |
| Other: | | | SAP 031-668-008,<br>Construction, Bridge # 31584 | $263,521.88 |
| | | | | |
| | | | | |
| | | | | |
| Subtotal | $757,350.60 | | Subtotal | $757,350.60 |
| | | | | |
| **Public Entity Funds:** | | | **Items paid for with Non-LBRP Grant Funds:** | |
| Matching Funds | | | | |
| Local Match | $403,848.63 | | SAP 031-598-033,<br>Construction, Bridge # 31583 | $67,553.00 |
| | | | SAP 031-668-008,<br>Construction, Bridge # 31584 | $336,295.63 |
| Other: | | | | |
| | | | | |
| | | | | |
| | | | | |
| Subtotal | $403,848.63 | | Subtotal | $403,848.63 |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| **TOTAL FUNDS** | $1,161,199.23 | = | **TOTAL PROJECT COSTS** | $1,161,199.23 |

# EXHIBIT B

## PROJECT SCHEDULE, WORKFORCE CERTIFICATE, AND EQUAL PAY CERTIFICATE

Award Date – October 28, 2025
Construction Start Date – March 1, 2026
Construction Substantial Complete Date – October 15, 2026
Contract Final Completion Date: December 31, 2029

INSERT APPARENT LOW BIDDER WORKFORCE CERTIFICATE BID FORM

TO THE

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

"I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1969, and (check one of the two below, as applicable):

☐ Have a certificate of compliance issued by the Department of Human Rights.

☐ Have applied for a certificate of compliance to the Commissioner of Human Rights, which is pending

Christine [signature]
Signature of Bidder

Exempt
Have less than 40
employees

POSITION President

NAME OF FIRM S+R Reinforcing, Inc.

DATE Oct 14 20 25

This form may be used to furnish proof of necessary compliance with Minnesota Statues, Section 363, implementing the rules and regulations of the Minnesota Department of Human Rights, Room 60, State Office Building, St. Paul Minnesota, Telephone 1-612-296-5663

PLEASE ACKNOWLEDGE THIS DOCUMENT ELECTRONICALLY WHEN BIDDING. A PAPER COPY OF THIS DOCUMENT WILL BE REQUIRED TO BE COMPLETED FOR THE CONTRACT PACKAGE IF YOU ARE THE CONTRACTOR AWARDED THIS PROJECT.

INSERT APPARENT LOW BIDDER EQUAL PAY CERTIFICATE BID FORM

TO THE

STATE OF MINNESOTA

DEPARTMENT OF TRANSPORTATION

"I hereby certify that I am in compliance with Minnesota Statutes Section 363 as amended by Laws of 1969, and (check one of the two below, as applicable):

☐ Have a certificate of compliance issued by the Department of Human Rights.

☐ Have applied for a certificate of compliance to the Commissioner of Human Rights, which is pending

Christine [signature]
Signature of Bidder

Exempt
Have less than 40
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PLEASE ACKNOWLEDGE THIS DOCUMENT ELECTRONICALLY WHEN BIDDING. A PAPER COPY OF THIS DOCUMENT WILL BE REQUIRED TO BE COMPLETED FOR THE CONTRACT PACKAGE IF YOU ARE THE CONTRACTOR AWARDED THIS PROJECT.

# EXHIBIT C

## BOND FINANCED PROPERTY CERTIFICATION

State of Minnesota
General Obligation Bond Financed Property

The undersigned states that it has a fee simple, leasehold and/or easement interest in the real property located in the County(ies) of Itasca, State of Minnesota that is generally described or illustrated graphically in **Attachment 1** attached hereto and all improvements thereon (the "Restricted Property") and acknowledges that the Restricted Property is or may become State bond-financed property. To the extent that the Restricted Property is or becomes State bond-financed property, the undersigned acknowledges that:

A. The Restricted Property is State bond-financed property under Minn. Stat. Sec. 16A.695, is subject to the requirements imposed by that statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget; and

B. The Restricted Property is subject to the provisions of the Local Bridge Replacement Program Grant Agreement between the Minnesota Department of Transportation and the undersigned dated ________________, 20___; and

C. The Restricted Property shall continue to be deemed State bond-financed property for 37.5 years or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget.

Date: __________________, 20____

______________________________________
*Itasca County,* a political subdivision of the State of Minnesota

By: _________________________________
Name: ________________________________
Title: ________________________________

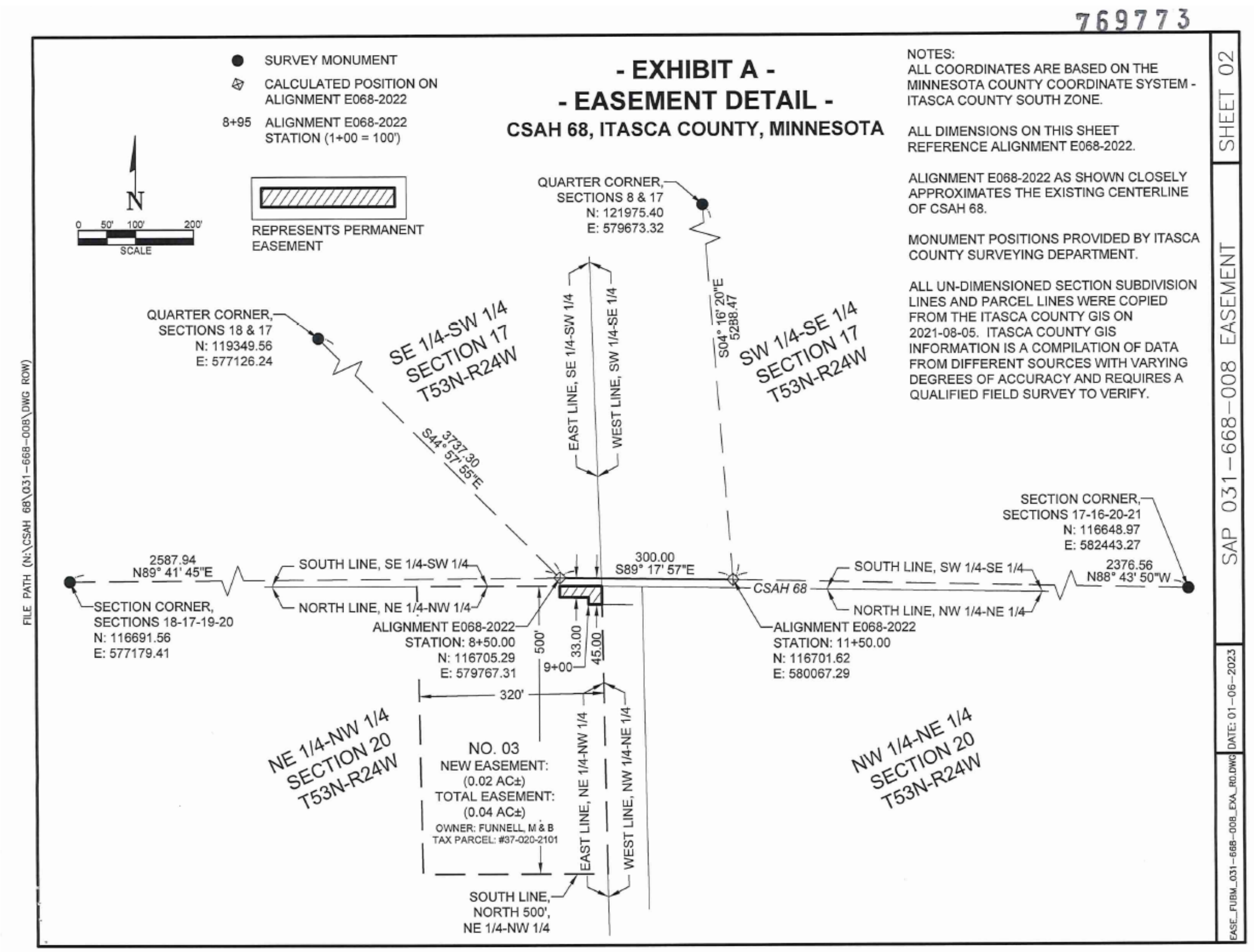
By: _________________________________
Name: ________________________________
Title: ________________________________

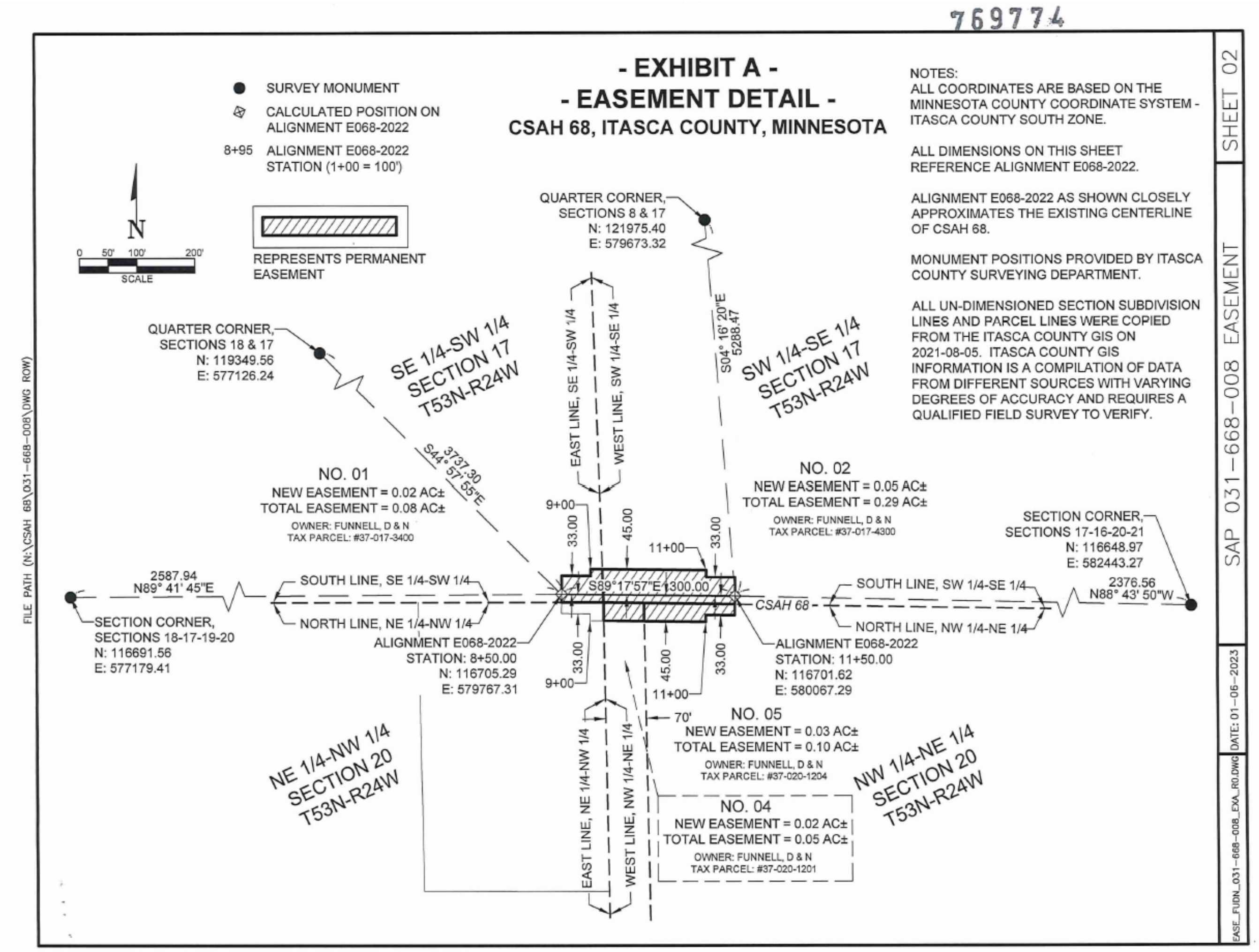
**Attachment 1 to Exhibit C**

GENERAL DESCRIPTION OF RESTRICTED PROPERTY

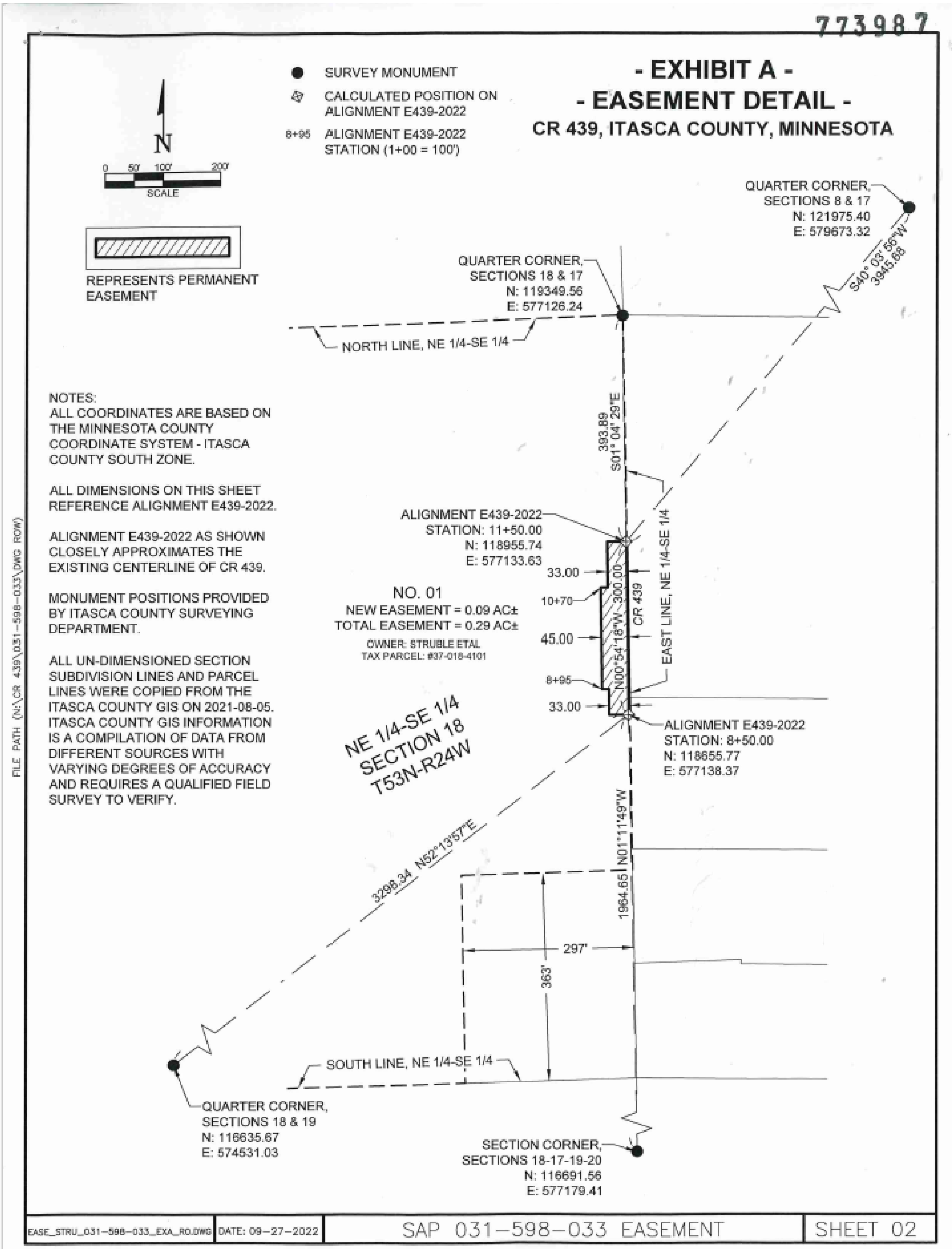
(Insert a narrative or graphic description of the Restricted Property for the project. It need not be a legal description if a legal description is unavailable.)

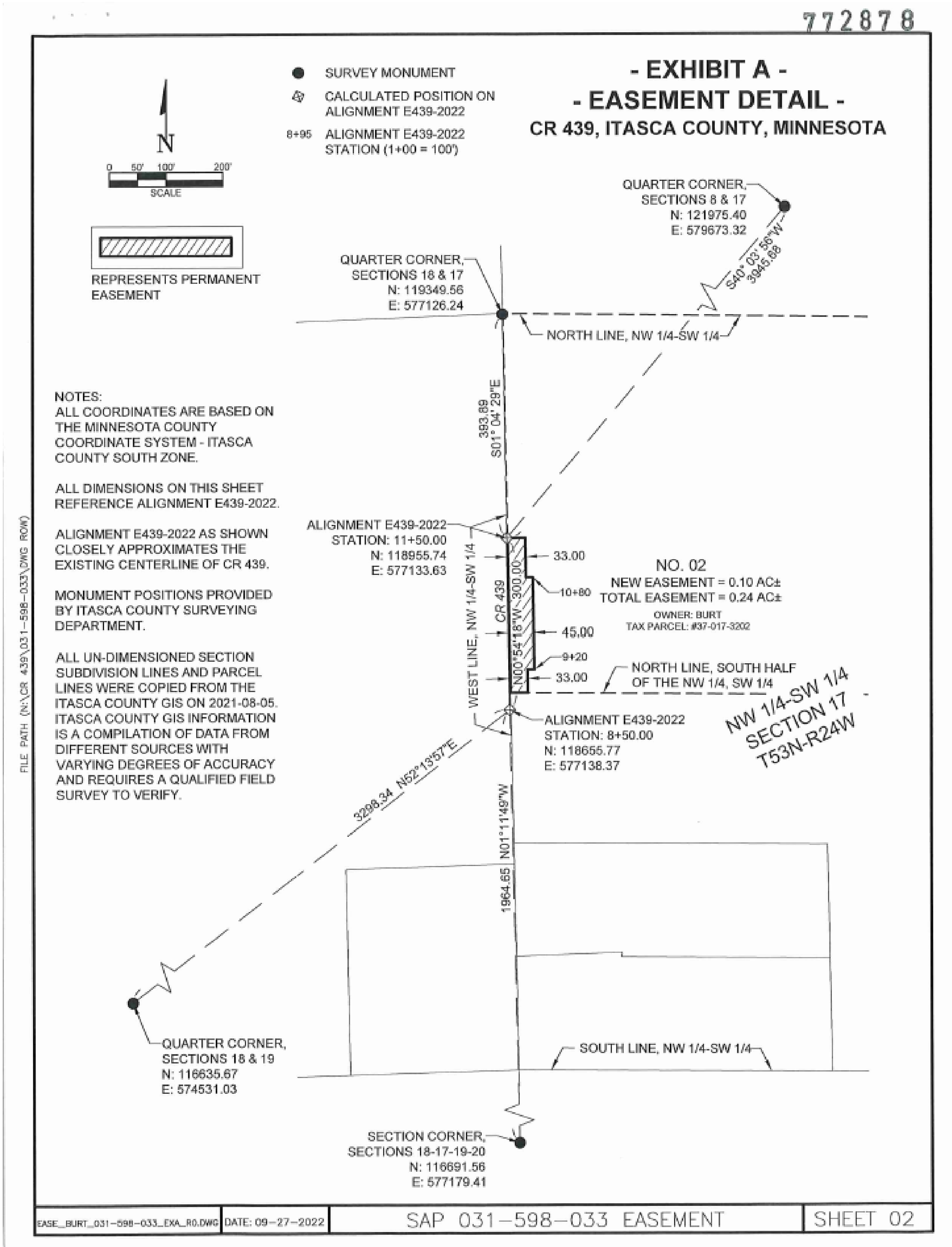
**CSAH 68 Bridge –**




769774
- EXHIBIT A -
- EASEMENT DETAIL -
CSAH 68, ITASCA COUNTY, MINNESOTA
SURVEY MONUMENT
CALCULATED POSITION ON ALIGNMENT E068-2022
8+95 ALIGNMENT E068-2022 STATION (1+00 = 100')
REPRESENTS PERMANENT EASEMENT
N
SCALE
NOTES:
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY SOUTH ZONE.
ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT E068-2022.
ALIGNMENT E068-2022 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF CSAH 68.
MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.
ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2021-08-05. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.
QUARTER CORNER, SECTIONS 8 & 17 N: 121975.40 E: 579673.32
QUARTER CORNER, SECTIONS 18 & 17 N: 119349.56 E: 577126.24
SE 1/4-SW 1/4 SECTION 17 T53N-R24W
SW 1/4-SE 1/4 SECTION 17 T53N-R24W
S04° 16' 20"E 5288.47
S44° 57' 55"E 3737.30
EAST LINE, SE 1/4-SW 1/4
WEST LINE, SW 1/4-SE 1/4
NO. 01
NEW EASEMENT = 0.02 AC±
TOTAL EASEMENT = 0.08 AC±
OWNER: FUNNELL, D & N
TAX PARCEL: #37-017-3400
NO. 02
NEW EASEMENT = 0.05 AC±
TOTAL EASEMENT = 0.29 AC±
OWNER: FUNNELL, D & N
TAX PARCEL: #37-017-4300
SECTION CORNER, SECTIONS 17-16-20-21 N: 116648.97 E: 582443.27
2376.56 N88° 43' 50"W
2587.94 N89° 41' 45"E
SOUTH LINE, SE 1/4-SW 1/4
NORTH LINE, NE 1/4-NW 1/4
SOUTH LINE, SW 1/4-SE 1/4
NORTH LINE, NW 1/4-NE 1/4
S89°17'57"E 300.00
CSAH 68
9+00
11+00
33.00
45.00
SECTION CORNER, SECTIONS 18-17-19-20 N: 116691.56 E: 577179.41
ALIGNMENT E068-2022 STATION: 8+50.00 N: 116705.29 E: 579767.31
ALIGNMENT E068-2022 STATION: 11+50.00 N: 116701.62 E: 580067.29
70'
NO. 05
NEW EASEMENT = 0.03 AC±
TOTAL EASEMENT = 0.10 AC±
OWNER: FUNNELL, D & N
TAX PARCEL: #37-020-1204
NO. 04
NEW EASEMENT = 0.02 AC±
TOTAL EASEMENT = 0.05 AC±
OWNER: FUNNELL, D & N
TAX PARCEL: #37-020-1201
NE 1/4-NW 1/4 SECTION 20 T53N-R24W
NW 1/4-NE 1/4 SECTION 20 T53N-R24W
EAST LINE, NE 1/4-NW 1/4
WEST LINE, NW 1/4-NE 1/4
FILE PATH (N:\CSAH 68\031-668-008\DWG ROW)
SHEET 02
SAP 031-668-008 EASEMENT
DATE: 01-06-2023

**CR 439 –**


773987
- EXHIBIT A -
- EASEMENT DETAIL -
CR 439, ITASCA COUNTY, MINNESOTA
SURVEY MONUMENT
CALCULATED POSITION ON ALIGNMENT E439-2022
8+95 ALIGNMENT E439-2022 STATION (1+00 = 100')
N
0 50' 100' 200'
SCALE
REPRESENTS PERMANENT EASEMENT
QUARTER CORNER, SECTIONS 8 & 17
N: 121975.40
E: 579673.32
S40° 03' 56"W 3945.68
QUARTER CORNER, SECTIONS 18 & 17
N: 119349.56
E: 577126.24
NORTH LINE, NE 1/4-SE 1/4
NOTES:
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY SOUTH ZONE.
ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT E439-2022.
ALIGNMENT E439-2022 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF CR 439.
MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.
ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2021-08-05. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.
FILE PATH (N:\CR 439\031-598-033\DWG ROW)
393.89 S01° 04' 29"E
ALIGNMENT E439-2022
STATION: 11+50.00
N: 118955.74
E: 577133.63
33.00
10+70
45.00
8+95
33.00
NO. 01
NEW EASEMENT = 0.09 AC±
TOTAL EASEMENT = 0.29 AC±
OWNER: STRUBLE ETAL
TAX PARCEL: #37-018-4101
N00°54'18"W 300.00
CR 439
EAST LINE, NE 1/4-SE 1/4
ALIGNMENT E439-2022
STATION: 8+50.00
N: 118655.77
E: 577138.37
NE 1/4-SE 1/4 SECTION 18 T53N-R24W
3298.34 N52°13'57"E
1964.65 N01°11'49"W
297'
363'
SOUTH LINE, NE 1/4-SE 1/4
QUARTER CORNER, SECTIONS 18 & 19
N: 116635.67
E: 574531.03
SECTION CORNER, SECTIONS 18-17-19-20
N: 116691.56
E: 577179.41
EASE_STRU_031-598-033_EXA_R0.DWG
DATE: 09-27-2022
SAP 031-598-033 EASEMENT
SHEET 02


772878
SURVEY MONUMENT
CALCULATED POSITION ON ALIGNMENT E439-2022
8+95 ALIGNMENT E439-2022 STATION (1+00 = 100')
- EXHIBIT A -
- EASEMENT DETAIL -
CR 439, ITASCA COUNTY, MINNESOTA
N
0 50' 100' 200'
SCALE
REPRESENTS PERMANENT EASEMENT
QUARTER CORNER, SECTIONS 8 & 17
N: 121975.40
E: 579673.32
S40° 03' 56"W 3945.88
QUARTER CORNER, SECTIONS 18 & 17
N: 119349.56
E: 577126.24
NORTH LINE, NW 1/4-SW 1/4
NOTES:
ALL COORDINATES ARE BASED ON THE MINNESOTA COUNTY COORDINATE SYSTEM - ITASCA COUNTY SOUTH ZONE.
ALL DIMENSIONS ON THIS SHEET REFERENCE ALIGNMENT E439-2022.
ALIGNMENT E439-2022 AS SHOWN CLOSELY APPROXIMATES THE EXISTING CENTERLINE OF CR 439.
MONUMENT POSITIONS PROVIDED BY ITASCA COUNTY SURVEYING DEPARTMENT.
ALL UN-DIMENSIONED SECTION SUBDIVISION LINES AND PARCEL LINES WERE COPIED FROM THE ITASCA COUNTY GIS ON 2021-08-05. ITASCA COUNTY GIS INFORMATION IS A COMPILATION OF DATA FROM DIFFERENT SOURCES WITH VARYING DEGREES OF ACCURACY AND REQUIRES A QUALIFIED FIELD SURVEY TO VERIFY.
393.89 S01° 04' 29"E
ALIGNMENT E439-2022 STATION: 11+50.00
N: 118955.74
E: 577133.63
33.00
10+80
45.00
9+20
33.00
NO. 02
NEW EASEMENT = 0.10 AC±
TOTAL EASEMENT = 0.24 AC±
OWNER: BURT
TAX PARCEL: #37-017-3202
WEST LINE, NW 1/4-SW 1/4
CR 439
N00°54'18"W 300.00
NORTH LINE, SOUTH HALF OF THE NW 1/4, SW 1/4
NW 1/4-SW 1/4
SECTION 17
T53N-R24W
ALIGNMENT E439-2022 STATION: 8+50.00
N: 118655.77
E: 577138.37
3298.34 N52°13'57"E
1964.65 N01°11'49"W
QUARTER CORNER, SECTIONS 18 & 19
N: 116635.67
E: 574531.03
SOUTH LINE, NW 1/4-SW 1/4
SECTION CORNER, SECTIONS 18-17-19-20
N: 116691.56
E: 577179.41
FILE PATH (N:\CR 439\031-598-033\DWG ROW)
EASE_BURT_031-598-033_EXA_R0.DWG
DATE: 09-27-2022
SAP 031-598-033 EASEMENT
SHEET 02

# EXHIBIT D

## GRANT APPLICATION

Attach the grant application for the project

MnDOT 30809(6/2020)

DEPARTMENT OF TRANSPORTATION

# APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

**Identification**

| | | | |
|---|---|---|---|
| Project Number | SAP 031-598-033 | Old Bridge Number | 7026 |
| New Bridge No. | 31583 | Over | Split Hand Creek |
| County of | Itasca | Road or Street No. | 439 |
| Township of | Splithand | Road or Street Name | CR |
| Municipality of | N/A | Proposed Const Year | 2023 |

Does the municipality have a population of 5,000 or less? ☒ Yes ☐ No

**Eligibility**

Local Bridge Planning Index (LPI) 45

NBI Appraisal Ratings: Deck Geometry 6 Approach Roadway 8 Waterway Adequacy 5

Date of Council/Board action prioritizing this bridge ____

Is this a road-in-lieu of bridge project? ☐ Yes ☒ No

**Prioritization**

How many people are affected by this deficiency? ____ What is the ADT on this bridge? <50

Describe the economic importance of replacing this bridge.

The cost of additional time and fuel in the event the bridge is not replaced will diminish the profitability of local businesses and residents.

Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ☒ No

(Attach additional sheets for explanation if necessary)

Is the township net tax capacity less than $300,000? ☐ Yes ☒ No

Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ☒ No

National Register of Historic Places link here: http://www.nps.gov/history/nr/research/

**Cost Estimate**

| | Eligible Amount | Ineligible Amount |
|---|---|---|
| Structure Costs | $ 593,626 | $ |
| Approach Costs | $ | $ 56,356 |
| Engineering Costs | $ | $ 36,550 |
| Total Costs | $ 593,626 | $ 92,906 |
| Total Project Cost | $ 686,532 | |

Karin Grandia

Digitally signed by Karin Grandia
Date: 2022.10.12 14:29:52 -05'00'

County/City Engineer ____ Date ____

**DSAE**

DISTRICT STATE AID ENGINEER RECOMMENDATION

Replace X Defer ____ [signature] District State Aid Engineer Signature 10/17/2022 Date

**Approval**

STATE AID USE ONLY

| | |
|---|---|
| Federal-Aid | $ |
| State-Aid | $ |
| Local/Other | $ |
| Town Bridge | $ |
| Unallocated Town Bridge | $ |
| State Bridge Funds | $ |
| Total | $ |

MnDOT 30809(6/2020)

DEPARTMENT OF TRANSPORTATION

# APPLICATION FOR BRIDGE FUNDS

State of Minnesota - Department of Transportation
State Aid for Local Transportation

## Identification

| | | | |
|---|---|---|---|
| Project Number | SAP 031-668-008 | Old Bridge Number | 7027 |
| New Bridge No. | 31584 | Over | Split Hand Creek |
| County of | Itasca | Road or Street No. | 68 |
| Township of | Splithand | Road or Street Name | CSAH |
| Municipality of | N/A | Proposed Const Year | 2023 |

Does the municipality have a population of 5,000 or less? ■ Yes ☐ No

## Eligibility

Local Bridge Planning Index (LPI) 46

NBI Appraisal Ratings: Deck Geometry 6 Approach Roadway 8 Waterway Adequacy 5

Date of Council/Board action prioritizing this bridge 2/22/2022

Is this a road-in-lieu of bridge project? ☐ Yes ■ No

## Prioritization

How many people are affected by this deficiency? ____________ What is the ADT on this bridge? 60

Describe the economic importance of replacing this bridge.

The cost of additional time and fuel in the event the bridge is not replaced will diminish the profitability of local businesses and residents.

Is the road designated or planned to be designated as a Minimum Maintenance road? ☐ Yes ■ No

(Attach additional sheets for explanation if necessary)

Is the township net tax capacity less than $300,000? ☐ Yes ■ No

Is the bridge listed on the National Register of Historic Places or been determined to be eligible? ☐ Yes ■ No

National Register of Historic Places link here: http://www.nps.gov/history/nr/research/

## Cost Estimate

| | Eligible Amount | Ineligible Amount |
|---|---|---|
| Structure Costs | $ 634,737 | $ |
| Approach Costs | $ | $ 57.076 |
| Engineering Costs | $ | $ 36,550 |
| Total Costs | $ 634,737 | $ 93,626 |
| Total Project Cost | $ 728,363 | |

Karin Grandia Digitally signed by Karin Grandia Date: 2022.10.12 14:38:59 -05'00'

County/City Engineer ____________ Date

## DSAE

DISTRICT STATE AID ENGINEER RECOMMENDATION

Replace X Defer ______ District State Aid Engineer Signature 11/18/2022 Date

## Approval

STATE AID USE ONLY

| | |
|---|---|
| Federal-Aid | $ |
| State-Aid | $ |
| Local/Other | $ |
| Town Bridge | $ |
| Unallocated Town Bridge | $ |
| State Bridge Funds | $ |
| Total | $ |

**EXHIBIT E**

GRANTEE RESOLUTION APPROVING GRANT AGREEMENT

# RESOLUTION

## Local Bridge Replacement Program Grant Agreement
## Grant Terms and Conditions
## SAPs 031-598-033; 031-668-008
## November 18, 2025

WHEREAS, **Itasca County** has applied to the Commissioner of Transportation for a grant from the Minnesota State Transportation Fund related to Bridges No. 31583; 31584and

WHEREAS, the Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, the amount of the grant has been determined to be $**757,350.60** by reason of the lowest responsible bid;

NOW THEREFORE, be it resolved that Itasca County does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.50, and will pay any additional amount by which the cost exceeds the estimate and will return to the Minnesota State Transportation Fund any amount appropriated for the project but not required. The proper County officers are authorized to execute a grant agreement and any amendments thereto with the Commissioner of Transportation concerning the above-referenced grant.

**Signatures Pending approval on November 18th**

# EXHIBIT F

## GENERAL TERMS AND CONDITIONS FOR LOCAL BRIDGE REPLACEMENT PROGRAM (LBRP) GRANTS

## Article I DEFINITIONS

Section 1.01 **Defined Terms.** The following terms shall have the meanings set out respectively after each such term (the meanings to be equally applicable to both the singular and plural forms of the terms defined) unless the context specifically indicates otherwise:

"Advance(s)" - means an advance made or to be made by MnDOT to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means the Local Bridge Replacement Program Grant Agreement between the Public Entity and the Minnesota Department of Transportation to which this Exhibit is attached.

"Certification" - means the certification, in the form attached as **Exhibit C**, in which the Public Entity acknowledges that its interest in the Real Property is bond financed property within the meaning of Minn. Stat. Sec. 16A.695 and is subject to certain restrictions imposed thereby.

"Code" - means the Internal Revenue Code of 1986, as amended, and all treasury regulations, revenue procedures and revenue rulings issued pursuant thereto.

"Commissioner" - means the Commissioner of Minnesota Management & Budget.

"Commissioner's Order" - means the "Fourth Order Amending Order of the Commissioner of Minnesota Management & Budget Relating to Use and Sale of State Bond Financed Property" dated July 30, 2012, as it may be amended or supplemented.

"Completion Date" - means the projected date for completion of the Project as indicated in the Agreement.

"Construction Contract Documents" - means the document or documents, in form and substance acceptable to MnDOT, including but not limited to any construction plans and specifications and any exhibits, amendments, change orders, modifications thereof or supplements thereto, which collectively form the contract between the Public Entity and the Contractor(s) for the completion of the Construction Items on or before the Completion Date for either a fixed price or a guaranteed maximum price.

"Construction Items" - means the work to be performed under the Construction Contract Documents.

"Contractor" - means any person engaged to work on or to furnish materials and supplies for the Construction Items including, if applicable, a general contractor.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to MnDOT when an Advance is requested, as referred to in Section 4.02.

"G.O. Bonds" - means the state general obligation bonds issued under the authority granted in Article XI, Sec. 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the LBRP Grant, and any bonds issued to refund or replace such bonds.

"Grant Application" - means the grant application that the Public Entity submitted to MnDOT which is attached as **Exhibit D**.

"LBRP Grant" - means a grant from MnDOT to the Public Entity under the LBRP in the amount specified in the Agreement, as such amount may be modified under the provisions hereof.

"LBRP" - means the Local Bridge Replacement Program pursuant to Minn. Stat. Sec. 174.50 and rules relating thereto.

"MnDOT" - means the Minnesota Department of Transportation.

"Outstanding Balance of the LBRP Grant" - means the portion of the LBRP Grant that has been disbursed to the Public Entity minus any amounts returned to the Commissioner.

"Project" - means the Project identified in the Agreement to be totally or partially funded with a LBRP grant.

"Public Entity" - means the grantee of the LBRP Grant and identified as the Public Entity in the Agreement.

"Real Property" - means the real property identified in the Agreement on which the Project is located.

**Article II**
**GRANT**

Section 2.01 G**rant of Monies.** MnDOT shall make the LBRP Grant to the Public Entity, and disburse the proceeds in accordance with the terms and conditions herein.

Section 2.02 Public **Ownership,** The Public Entity acknowledges and agrees that the LBRP Grant is being funded with the proceeds of G.O. Bonds, and as a result all of the Real Property must be owned by one or more public entities. The Public Entity represents and warrants to MnDOT that it has one or more of the following ownership interests in the Real Property: (i) fee simple ownership, (ii) an easement that is for a term that extends beyond the date that is 37.5 years from the Agreement effective date, or such shorter term as authorized by statute, and which cannot be modified or terminated early without the prior written consent of MnDOT and the Commissioner; and/or (iii) a prescriptive easement for a term that extends beyond the date that is 37.5 years from the Agreement effective date.

Section 2.03 **Use of Grant Proceeds.** The Public Entity shall use the LBRP Grant solely to reimburse itself for expenditures it has already made, or will make, to pay the costs of one or more of the following activities: (i) constructing or reconstructing a bridge, (ii) abandoning an existing bridge that is deficient and in need of replacement, but where no replacement will be made, or (iii) constructing a road to facilitate the abandonment or removal of an existing bridge determined to be deficient. The Public Entity shall not use the LBRP Grant for any other purpose, including but not limited to, any work to be done on a state trunk highway or within a trunk highway easement. .

Section 2.04 **Operation of the Real Property.** The Real Property must be used by the Public Entity in conjunction with or for the operation of a county highway, county state-aid highway, town road, or city street and for other uses customarily associated therewith, such as trails and utility corridors, and for no other purposes or uses. The Public Entity shall have no intention on the effective date of the Agreement to use the Real Property as a trunk highway or any part of a trunk highway. The Public Entity must annually determine that the Real Property is being used for the purposes specified in this Section and, upon written request by either MnDOT or the Commissioner, shall supply a notarized statement to that effect.

Section 2.05 **Sale or Lease of Real Property.** The Public Entity shall not (i) sell or transfer any part of its ownership interest in the Real Property, or (ii) lease out or enter into any contract that would allow another entity to use or operate the Real Property without the written consent of both MnDOT and the Commissioner. The sale or transfer of any part of the Public Entity's ownership interest in the Real Property, or any lease or contract that would allow another entity to use or operate the Real Property, must comply with the requirements imposed by Minn. Stat. Sec. 16A.695 and the Commissioner's Order regarding such sale or lease.

Section 2.06 Public **Entity's Representations and Warranties.** The Public Entity represents and warrants to MnDOT that:

A. It has legal authority to execute, deliver and perform the Agreement and all documents referred to therein, and it has taken all actions necessary to its execution and delivery of such documents.

B. It has the ability and a plan to fund the operation of the Real Property for the purposes specified in Section 2.04, and will include in its annual budget all funds necessary for the operation of the Real Property for such purposes.

C. The Agreement and all other documents referred to therein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.

D. It will comply with all of the provisions of Minn. Stat. Sec. 16A.695, the Commissioner's Order and the LBRP. It has legal authority to use the G.O. Grant for the purpose or purposes described in this Agreement.

E. All of the information it has submitted or will submit to MnDOT or the Commissioner relating to the LBRP Grant or the disbursement of the LBRP Grant is and will be true and correct.

F. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into the Agreement or any document referred to herein, or to perform any of the acts required of it in such documents.

G. Neither the execution and delivery of the Agreement or any document referred to herein nor compliance with any of the provisions or requirements of any of such documents is prevented by, is a breach of, or will result in a breach of, any provision of any agreement or document to which it is now a party or by which it is bound.

H. The contemplated use of the Real Property will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.

I. The Project will be completed and the Real Property will be operated in full compliance with all applicable laws, rules, ordinances, and regulations of any federal, state, or local political subdivision having jurisdiction over the Project and the Real Property.

J. All applicable licenses, permits and bonds required for the performance and completion of the Project and for the operation of the Real Property as specified in Section 2.04 have been, or will be, obtained.

K. It reasonably expects to possess its ownership interest in the Real Property described in Section 2.02 for at least 37.5 years, and it does not expect to sell such ownership interest.

L. It does not expect to lease out or enter into any contract that would allow another entity to use or operate the Real Property.

M. It will supply whatever funds are needed in addition to the LBRP Grant to complete and fully pay for the Project.

N. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date and all such items will be situated entirely on the Real Property.

O. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.

P. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either MnDOT or the Commissioner.

Q. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all the information it has submitted or will submit to the State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

Section 2.07 **Event(s) of Default.** The following events shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement upon either MnDOT or the Commissioner giving the Public Entity 30 days' written notice of such event and the Public Entity's failure to cure such event during such 30-day time period for those Events of Default that can be cured within 30 days or within whatever time period is needed to cure those Events of Default that cannot be cured within 30 days as long as the Public Entity is using its best efforts to cure and is making reasonable progress in curing such Events of Default; however, in no event shall the time period to cure any Event of Default exceed six (6) months unless otherwise consented to, in writing, by MnDOT and the Commissioner.

A. If any representation, covenant, or warranty made by the Public Entity herein or in any other document furnished pursuant to the Agreement, or to induce MnDOT to disburse the LBRP Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.

B. If the Public Entity fails to fully comply with any provision, covenant, or warranty contained herein.

C. If the Public Entity fails to fully comply with any provision, covenant or warranty contained in Minn. Stat. Sec. 16A.695, the Commissioner's Order, or Minn. Stat. Sec. 174.52 and all rules related thereto.

D. If the Public Entity fails to use the proceeds of the LBRP Grant for the purposes set forth in Section 2.03, the Grant Application, and in accordance with the LBRP.

E. If the Public Entity fails to operate the Real Property for the purposes specified in Section 2.04.

F. If the Public Entity fails to complete the Project by the Completion Date.

G. If the Public Entity sells or transfers any portion of its ownership interest in the Real Property without first obtaining the written consent of both MnDOT and the Commissioner.

H. If the Public Entity fails to provide any additional funds needed to fully pay for the Project.

I. If the Public Entity fails to supply the funds needed to operate the Real Property in the manner specified in Section 2.04.

Notwithstanding the foregoing, any of the above events that cannot be cured shall, unless waived in writing by MnDOT and the Commissioner, constitute an Event of Default under the Agreement immediately upon either MnDOT or the Commissioner giving the Public Entity written notice of such event.

Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of MnDOT, MnDOT or the Commissioner may enforce any or all of the following remedies.

A. MnDOT may refrain from disbursing the LBRP Grant; provided, however, MnDOT may make such disbursements after the occurrence of an Event of Default without waiving its rights and remedies hereunder.

B. If the Event of Default involves a sale of the Public Entity's interest in the Real Property in violation of Minn. Stat. Sec. 16A.695 or the Commissioner's Order, the Commissioner, as a third party beneficiary of the Agreement, may require that the Public Entity pay the amounts that would have been paid if there had been compliance with such provisions. For other Events of Default, the Commissioner may require that the Outstanding Balance of the LBRP Grant be returned to it.

C. Either MnDOT or the Commissioner, as a third party beneficiary of the Agreement, may enforce any additional remedies it may have in law or equity.

The rights and remedies specified herein are cumulative and not exclusive of any rights or remedies that MnDOT or the Commissioner would otherwise possess.

If the Public Entity does not repay the amounts required to be paid under this Section or under any other provision contained herein within 30 days of demand by the Commissioner, or any amount ordered by a court of competent jurisdiction within 30 days of entry of judgment against the Public Entity and in favor of MnDOT and/or the Commissioner, then such amount may, unless precluded by law, be offset against any aids or other monies that the Public Entity is entitled to receive from the State of Minnesota.

Section 2.09 Notification **of Event of Default.** The Public Entity shall furnish to MnDOT and the Commissioner, as soon as possible and in any event within seven (7) days after it has obtained knowledge of the occurrence of each Event of Default, a statement setting forth details of each Event of Default and the action which the Public Entity proposes to take with respect thereto.

Section 2.10 **Effect of Event of Default.** The Agreement shall survive Events of Default and remain in full force and effect, even upon full disbursement of the LBRP Grant, and shall only be terminated under the circumstances set forth in Section 2.11.

Section 2.11 **Termination of Agreement and Modification of LBRP Grant.**

A. If the Project is not started within five (5) years after the effective date of the Agreement or the LBRP Grant has not been disbursed within four (4) years after the date the Project was started, MnDOT' s obligation to fund the LBRP Grant shall terminate. In such event, (i) if none of the LBRP Grant has been disbursed by such date, MnDOT shall have no obligation to fund the LBRP Grant and the Agreement will terminate, and (ii) if some but not all of the LBRP Grant has been disbursed by such date, MnDOT shall have no further obligation to provide any additional funding for the LBRP Grant and the Agreement shall remain in force but shall be modified to reflect the amount of the LBRP Grant that was actually disbursed and the Public Entity is still obligated to complete the Project by the Completion Date.

B. The Agreement shall terminate upon the Public Entity's sale of its interest in the Real Property and transmittal of the required portion of the proceeds of the sale to the Commissioner in compliance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order, or upon the termination of the Public Entity's ownership interest in the Real Property if such ownership interest is an easement.

Section 2.12 Excess **Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 5.13 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

## Article III
## COMPLIANCE WITH MINNESOTA STATUTE, SEC. 16A.695
## AND THE COMMISSIONER'S ORDER

Section 3.01 **State Bond Financed Property**. The Public Entity acknowledges that its interest in the Real Property is, or when acquired by it will be, "state bond financed property", as such term is used in Minn. Stat. Sec. 16A.695 and the Commissioner's Order and, therefore, the provisions contained in such statute and order apply, or will apply, to its interest in the Real Property, even if the LBRP Grant will only pay for a portion of the Project.

Section 3.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:

A. It will not use the Real Property or use or invest the LBRP Grant or any other sums treated as "bond proceeds" under Section 148 of the Code (including "investment proceeds," "invested sinking funds" and "replacement proceeds") in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Code Section 148.

B. It will deposit and hold the LBRP Grant in a segregated non-interest-bearing account until such funds are used for payments for the Project.

C. It will, upon written request, provide the Commissioner all information required to satisfy the informational requirements set forth in the Code, including Sections 103 and 148, with respect to the G.O. Bonds.

D. It will, upon the occurrence of any act or omission by the Public Entity that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner, take such actions and furnish such documents as the Commissioner determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Code Section 141(e), or (ii) changing the nature of the use of the Real Property so that none of the net proceeds of the G.O. Bonds will be deemed to be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" within the meaning of Code Sections 141(b) and 145(a).

E. It will not otherwise use any of the LBRP Grant or take, permit or cause to be taken, or omit to take, any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, and if it should take, permit or cause to be taken, or omit to take, as appropriate, any such action, it shall take all lawful actions necessary to correct such actions or omissions promptly upon obtaining knowledge thereof.

Section 3.03 **Changes to G.O. Compliance Legislation or the Commissioner's Order.** If Minn. Stat. Sec. 16A.695 or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's interest in the Real Property becomes exempted from Minn. Stat. Sec. 16A.695 and the Commissioner's Order, then upon written request by the Public Entity, MnDOT shall execute an amendment to the Agreement to implement such amendment or exempt the Public Entity's interest in the Real Property from Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

## Article IV
## DISBURSEMENT OF GRANT PROCEEDS

Section 4.01 **The Advances.** MnDOT agrees, on the terms and subject to the conditions set forth herein, to make Advances of the LBRP Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the LBRP Grant. If the amount of LBRP Grant that MnDOT cumulatively disburses hereunder to the Public Entity is less than the amount of the LBRP Grant delineated in Section 1.01, then MnDOT and the Public Entity shall enter into and execute whatever documents MnDOT may request in order to amend or modify this Agreement to reduce the amount of the LBRP Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, MnDOT's obligation to make Advances shall terminate as of the dates specified in Section 2.11 even if the entire LBRP Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature delineated in Source and Use of Funds that is attached as **Exhibit A**, (ii) accrued no earlier than the effective date of the legislation that appropriated the funds that are used to fund the LBRP Grant, or (iii) have otherwise been consented to, in writing, by the Commissioner.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 5.13. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 5.13 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1:
Cumulative Advances $\leq$ (Program Grant) × (percentage of matching funds, if any, required under Section 5.13 that have been disbursed)

Formula #2:
Cumulative Advances $\leq$ (Program Grant) × (percentage of Project completed)

Section 4.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the LBRP Grant the Public Entity shall submit to MnDOT a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and MnDOT, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to MnDOT, less (iii) any applicable retainage, and less (iv) all prior Advances.

Notwithstanding anything herein to the contrary, no Advances for materials stored on or off the Real Property will be made by MnDOT unless the Public Entity shall advise MnDOT, in writing, of its intention to so store materials prior to their delivery and MnDOT has not objected thereto.

At the time of submission of each Draw Requisition, other than the final Draw Requisition, the Public Entity shall submit to MnDOT such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the relevant Draw Requisition or to substantiate all payments then made with respect to the Project.

The final Draw Requisition shall not be submitted before completion of the Project, including any correction of material defects in workmanship or materials (other than the completion of punch list items). At the time of submission of the final Draw Requisition the Public Entity shall submit to MnDOT: (I) such supporting evidence as may be requested by MnDOT to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities and that all requisite certificates and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and MnDOT approves the relevant Draw Requisition, then MnDOT shall disburse the amount of the requested Advance to the Public Entity.

Section 4.03 **Additional Funds.** If MnDOT shall at any time in good faith determine that the sum of the undisbursed amount of the LBRP Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then MnDOT may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in MnDOT's notice.

Section 4.04 **Condition Precedent to Any Advance.** The obligation of MnDOT to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

A. MnDOT shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the LBRP Grant set forth in Section 1.01.

B. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.

C. No determination shall have been made by MnDOT that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 4.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to MnDOT that sufficient funds are available.

D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.

E. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require

Section 4.05 **Processing and Disbursement of Advances.** The Public Entity acknowledges and agrees as follows:

A. Advances are not made prior to completion of work performed on the Project.

B. All Advances are processed on a reimbursement basis.

C. The Public Entity must first document expenditures to obtain an Advance.

D. Reimbursement requests are made on a partial payment basis or when the Project is completed.

E. All payments are made following the “Delegated Contract Process or State Aid Payment Request” as requested and approved by the appropriate district state aid engineer.

Section 4.06 **Construction Inspections.** The Public Entity shall be responsible for making its own inspections and observations regarding the completion of the Project, and shall determine to its own satisfaction that all work done or materials supplied have been properly done or supplied in accordance with all contracts that the Public Entity has entered into regarding the completion of the Project.

## Article V
## MISCELLANEOUS

Section 5.01 **Insurance.** If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property, then the Public Entity shall have MnDOT named as an additional named insured therein.

Section 5.02 **Condemnation.** If, after the Public Entity has acquired the ownership interest set forth in Section 2.02, all or any portion of the Real Property is condemned to an extent that the Public Entity can no longer comply with Section 2.04, then the Public Entity shall, at its sole option, either: (i) use the condemnation proceeds to acquire an interest in additional real property needed for the Public Entity to continue to comply with Section 2.04 and to provide whatever additional funds that may be needed for such purposes, or (ii) submit a request to MnDOT and the Commissioner to allow it to sell the remaining portion of its interest in the Real Property. Any condemnation proceeds which are not used to acquire an interest in additional real property shall be applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order as if the Public Entity's interest in the Real Property had been sold. If the Public Entity elects to sell its interest in the portion of the Real Property that remains after the condemnation, such sale must occur within a reasonable time period after the date the condemnation occurred and the cumulative sum of the condemnation and sale proceeds applied in accordance with Minn. Stat. Sec. 16A.695 and the Commissioner's Order.

If MnDOT receives any condemnation proceeds referred to herein, MnDOT agrees to or pay over to the Public Entity all of such condemnation proceeds so that the Public Entity can comply with the requirements of this Section.

Section 5.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall not, without the written consent of MnDOT and the Commissioner, (i) permit or allow the use of any of the Real Property for any purpose other than the purposes specified in Section 2.04, (ii) substantially alter any of the Real Property except such alterations as may be required by laws, ordinances or regulations, or such other alterations as may improve the Real Property by increasing its value or which improve its ability to be used for the purposes set forth in Section 2.04, (iii) take any action which would unduly impair or depreciate the value of the Real Property, (iv) abandon the Real Property, or (v) commit or permit any act to be done in or on the Real Property in violation of any law, ordinance or regulation.

If the Public Entity fails to maintain the Real Property in accordance with this Section, MnDOT may perform whatever acts and expend whatever funds necessary to so maintain the Real Property, and the Public Entity irrevocably authorizes MnDOT to enter upon the Real Property to perform such acts as may be necessary to so maintain the Real Property. Any actions taken or funds expended by MnDOT shall be at its sole discretion, and nothing contained herein shall require MnDOT to take any action or incur any expense and MnDOT shall not be responsible, or liable to the Public Entity or any other entity, for any such acts that are performed in good faith and not in a negligent manner. Any funds expended by MnDOT pursuant to this Section shall be due and payable on demand by MnDOT and will bear interest from the date of payment by MnDOT at a rate equal to the lesser of the maximum interest rate allowed by law or 18% per year based upon a 365-day year.

Section 5.04 **Recordkeeping and Reporting.** The Public Entity shall maintain books and records pertaining to Project costs and expenses needed to comply with the requirements contained herein, Minn. Stat. Sec. 16A.695, the Commissioner's Order, and Minn. Stat. Sec. 174.52 and all rules related thereto, and upon request shall allow MnDOT, its auditors, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of such items. The Public Entity shall use generally accepted accounting principles in the maintenance of such items, and shall retain all of such books and records for a period of six years after the date that the Project is fully completed and placed into operation.

Section 5.05 **Inspections by MnDOT.** The Public Entity shall allow MnDOT to inspect the Real Property upon reasonable request by MnDOT and without interfering with the normal use of the Real Property.

Section 5.06 **Liability.** The Public Entity and MnDOT agree that each will be responsible for its own acts and the results thereof to the extent authorized by law, and neither shall be responsible for the acts of the other party and the results thereof. The liability of MnDOT and the Commissioner is governed by the provisions of Minn. Stat. Sec. 3.736. If the Public Entity is a "municipality" as that term is used in Minn. Stat. Chapter 466, then the liability of the Public Entity is governed by the provisions of Chapter 466. The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusion from coverage in any insurance policy.

Section 5.07 **Relationship of the Parties.** Nothing contained in the Agreement is to be construed as establishing a relationship of co-partners or joint venture among the Public Entity, MnDOT, or the Commissioner, nor shall the Public Entity be considered to be an agent, representative, or employee of MnDOT, the Commissioner, or the State of Minnesota in the performance of the Agreement or the Project.

No employee of the Public Entity or other person engaging in the performance of the Agreement or the Project shall be deemed have any contractual relationship with MnDOT, the Commissioner, or the State of Minnesota and shall not be considered an employee of any of those entities. Any claims that may arise on behalf of said employees or other persons out of employment or alleged employment, including claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity or its officers, agents, contractors, or employees shall in no way be the responsibility of MnDOT, the Commissioner, or the State of Minnesota. Such employees or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from MnDOT, the Commissioner, or the State of Minnesota, including tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 5.08 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the address of the party specified below or to such different address as may in the future be specified by a party by written notice to the others:

To the Public Entity: At the address indicated on the first page of the Agreement.

To MnDOT at: Minnesota Department of Transportation
Office of State Aid
395 John Ireland Blvd., MS 500
Saint Paul, MN 55155
Attention: Marc Briese, State Aid Programs Engineer

To the Commissioner at: Minnesota Management & Budget
400 Centennial Office Bldg.
658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 5.09 **Assignment or Modification.** Neither the Public Entity nor MnDOT may assign any of its rights or obligations under the Agreement without the prior written consent of the other party.

Section 5.10 **Waiver.** Neither the failure by the Public Entity, MnDOT, or the Commissioner, as a third party beneficiary of the Agreement, in one or more instances to insist upon the complete observance or performance of any provision hereof, nor the failure of the Public Entity, MnDOT, or the Commissioner to exercise any right or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such provision or the right to exercise such right or remedy thereafter. In addition, no delay by any of the Public Entity, MnDOT, or the Commissioner in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

Section 5.11 **Choice of Law and Venue.** All matters relating to the validity, interpretation, performance, or enforcement of the Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions arising from any provision of the Agreement shall be initiated and venued in the State of Minnesota District Court located in St. Paul, Minnesota.

Section 5.12 **Severability.** If any provision of the Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

Section 5.13 **Matching Funds.** Any matching funds as shown on Page 1 of the Grant Agreement that are required to be obtained and supplied by the Public Entity must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to MnDOT whatever documentation MnDOT may request to substantiate the availability and source of any matching funds.

Section 5.14 **Sources and Uses of Funds.** The Public Entity represents to MnDOT and the Commissioner that the Sources and Uses of Funds Schedule attached as **Exhibit A** accurately shows the total cost of the Project and all of the funds that are available for the completion of the Project. The Public Entity will supply any other information and documentation that MnDOT or the Commissioner may request to support or explain any of the information contained in the Sources and Uses of Funds Schedule. If any of the funds shown in the Sources and Uses of Funds Schedule have conditions precedent to the release of such funds, the Public Entity must provide to MnDOT a detailed description of such conditions and what is being done to satisfy such conditions.

Section 5.15 **Project Completion Schedule.** The Public Entity represents to MnDOT and the Commissioner that the Project Completion Schedule attached as **Exhibit B** correctly and accurately sets forth the projected schedule for the completion of the Project.

Section 5.16 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.

Section 5.17 **Public Entity Tasks**. Any tasks that the Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.

Section 5.18 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant or the Project to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Minnesota Statutes Chapter 13, as such may subsequently be amended or replaced from time to time.

Section 5.19 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project and it shall fully comply with all of the provisions contained in Minnesota Statutes Chapters 363A and 181, as such may subsequently be amended or replaced from time to time.

Section 5.20 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. Secs. 176.181 subd. 2 and 176.182, as they may be amended or replaced from time to time with respect to the Project.

Section 5.21 **Antitrust Claims.** The Public Entity hereby assigns to MnDOT and the Commissioner of MMB all claims it may have for over charges as to goods or services provided with respect to the Project that arise under the antitrust laws of the State of Minnesota or of the United States of America.

Section 5.22 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Minnesota Statutes Chapter 177, and specifically those provisions contained in Minn. Stat.§. 177.41 through 177.435 as they may be amended or replaced from time to time with respect to the Project. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project.

Section 5.23 **Entire Agreement.** The Agreement and all of the exhibits attached thereto embody the entire agreement between the Public Entity and MnDOT, and there are no other agreements, either oral or written, between the Public Entity and MnDOT on the subject matter hereof.

Section 5.24 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn.Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such order.

Section 5.25 **Telecommunications Certification.** If federal funds are included in Exhibit A, by signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

Section 5.26 **Title VI/Non-discrimination Assurances.** Public Entity agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in Exhibit A, Public Entity will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. MnDOT may conduct a review of the Public Entity's compliance with this provision. The Public Entity must cooperate with MnDOT throughout the review process by supplying all requested information and documentation to MnDOT, making Public Entity staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by MnDOT.

Section 5.27 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

Section 5.28 **Certification.** By signing this Agreement, the Grantee certifies that it is not suspended or debarred from receiving federal or state awards.

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

Tuesday, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-631

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

**AGENDA ITEM:**
Forest Road Contract

**BOARD ACTION REQUESTED:**
Award Forest Road Service contract to M & M Logging and Son's, Inc. in the amount of $29,060.00 to be paid from Forest Resource Fund 12 and authorize necessary signatures.

**BACKGROUND:**
Quotes have been solicited for the upgrading of public easement forest road located in Section 3, Township 149, Range 29 (Moose Park Township).
Quotes received:
**M & M Logging & Son's, Inc. — $29,060.00**
Rieger Logging - $52,000.00
Wabana Clearing & Excavating — $47,820.00

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**
1. ServiceContract_M&M 2025_Final

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

# County of Itasca, Minnesota
# Service Contract

## A.1 DATES AND PARTIES

A.1.1 THIS CONTRACT, made this 18 day of November, 2025, by and between the County of Itasca, herein called the "COUNTY," and M&M Logging & Son's, a corporation organized and existing under the laws of the State of Minnesota, located at 73552 County Road 13 Blackduck, MN 56630 herein called the "VENDOR."

## B.1 AGREEMENT

B.1.1 NOW, THEREFORE, it is mutually agreed that, in consideration of the payments to be made to said VENDOR, subject to the conditions, hereinafter set forth, the COUNTY shall purchase **Forest Access Road Maintenance and Earthen Material Services** from said VENDOR, upon terms and at the agreed price(s), and the VENDOR shall perform said services all in accordance with the specifications of COUNTY as set forth in the Special Conditions of this Agreement.

## C.1 TERM OF CONTRACT

C.1.1 The term of this Contract is from **11/18/2025 to 11/1/2026,** inclusive. The Contract may be extended if provided for in the Special Conditions.

## D.1 SPECIAL CONDITIONS

D.1.1 This Contract is subject to such special conditions as are set forth in the Special Conditions Supplement attached hereto and made a part hereof and marked **Exhibit A (Special Conditions Supplement) and Exhibit B (Map)**

## E.1 CONTRACT AMOUNT

E.1.1 This Agreement when fully completed and fulfilled on the part of said Vendor to the satisfaction of the County or its duly authorized agent**, is not to exceed $29,060** for services listed in **Exhibit A** for the current term.

## F.1 INCREASE

F.1.1 No increases to the above said Contract amount will be allowed to the VENDOR during the term of this Contract unless provided for in the Special Conditions or mutual agreement of the parties.

## G.1 PAYMENT

G.1.1 The COUNTY does hereby agree, to pay said VENDOR as services are performed to the satisfaction of the COUNTY payments of $29,060 each, or as indicated in the Special Conditions. Payment terms of this Contract are Net 30.

## H.1 GUARANTEE

H.1.1 The VENDOR further agrees to guarantee all materials and parts supplied under this Contract against inferiority as to specifications, such guarantee to be unconditional. Failure or neglect of the COUNTY or its designated representative to require compliance with any term or condition of this Contract or the specifications shall not be deemed a waiver of such term or condition.

## I.1 BOND

I.1.1 Minnesota Statute 574.26 requires VENDOR to furnish a Performance Bond and a Labor & Materials Payment Bond in the full amount, for any contract over $75,000, in favor of the COUNTY, to protect the COUNTY against any breach of contract. The Surety company providing the bond(s) must be registered to do business in the State of Minnesota and be satisfactory to the COUNTY.

## J.1 INSURANCE AND INDEMNIFICATION

***The limits listed below reflect the Itasca County Board of Commissioner's reduction in its standard insurance requirements as per Request for Board Action (RBA) June 22, 2010.***

A. VENDOR agrees to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents, volunteers and employees from any liability, claims, causes of action, judgments, damages, losses, costs or expenses, including reasonable attorney fees resulting directly or indirectly from any act or omission of VENDOR, anyone directly or indirectly employed by them and/or anyone for whose acts and/or omissions they may be liable in the performance of the services required by this contract and against all loss by reason of failure of said VENDOR to perform fully, in any respect, all obligations under this Contract.

B. VENDOR agrees, at all times during the term of this Contract, to have and keep in force insurance either under a self-insurance program or separate insurance policy, as follows:

a. Commercial General Liability shall list Itasca County as an additional insured with the following insurance limits:

| | Limits |
|---|---|
| General Aggregate | $1,000,000 |
| Products-Completed Operations Aggregate | $1,000,000 |
| Personal and Advertising Injury | $1,000,000 |
| Each Occurrence: Combined Bodily Injury and Property Damage | $1,000,000 |

| | Limits |
|---|---|
| b. Automobile Liability - Combined single limit each occurrence for bodily injury and property damage covering owned, non-owned and hired automobiles | $500,000 |

| | |
|---|---|
| c. Workers' Compensation and Employer's Liability: | Statutory Limits |
| If the Contractor is based outside the State of Minnesota, coverage must apply to Minnesota laws | |

| | Limits |
|---|---|
| d. Employer's Liability | |
| Bodily injury by: | |
| Accident - Each Accident | $500,000 |
| Disease - Policy Limit | $500,000 |
| Disease - Each Employee | $500,000 |

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

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

VENDOR shall not commence work on the Site, or otherwise occupy the Site, until it has obtained required insurance and filed an acceptable Certificate of Insurance with COUNTY to the attention of the Itasca County Land Commissioner or authorized representative, 1177 LaPrairie Ave. Grand Rapids, MN 55744. The Certificate shall:

1. List Itasca County as Certificate holder and as an additional insured with respect to operations covered under the contract for all liability coverages

except Workers' Compensation and Employer's Liability and Professional Liability, if applicable; and,

2. Be amended to show that Itasca County will receive thirty (30) days written notice in the event of cancellation, non-renewal or material change in any described policies.

C. VENDOR also agrees that any contract let by VENDOR for the performance of the work on the Site for this Contract as provided herein shall include clauses that will: (1) require the Contractor to defend, indemnify and hold harmless COUNTY, its elected officials, officers, agents and employees for any liability, claims, causes of action, losses, demands, damages, judgments, costs, interest, expenses (including, without limitation, reasonable attorney fees, witness fees and disbursements incurred in the defendant thereof) arising out of or by reason of the acts and/or omissions of said Contractor, its subcontractors, anyone directly or indirectly employed by them, and/or anyone for whose acts and/or omissions they may be liable for ; (2) require the Contractor to provide and maintain insurance in accordance with the following:

a. Workers' Compensation: (Statutory Limits)

Employer's Liability Insurance:

| | | Limits |
|---|---|---|
| 1. | Bodily Injury by Accident, each accident | $500,000 |
| 2. | Bodily Injury by Disease, policy limit | $500,000 |
| 3. | Bodily Injury by Disease, each employee | $500,000 |

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

b. Commercial General and Automobile Liability Insurance:

| | | Limits |
|---|---|---|
| 1. | Commercial General Liability: | |
| | Combined Bodily Injury and Property Damage | |
| | Each Occurrence Limit | $1,000,000 |
| | General Aggregate Limit | $1,000,000 |
| | Products - Completed Operations | |
| | Aggregate Limit | $1,000,000 |
| | Personal and Advertising Injury Limit | $1,000,000 |

Coverages above shall also include:
Premises - Operations
Contractual Liability (including oral and written contracts)
Explosion, Collapse, Underground Property Damage (XCU)

2. Automobile Liability including Hired Car and Employers Non-

Ownership Liability:
Combined Bodily Injury and Property Damage:
Each Occurrence Limit $500,000

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

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

E. In addition to any other rights contained herein the COUNTY reserves the right to terminate, suspend or rescind this Contract if the VENDOR is not in compliance with the requirements contained herein and retains all rights its thereafter to pursue any legal remedies against VENDOR. All insurance policies shall be open to inspection by the COUNTY upon written request.

## K.1 UNAVOIDABLE CIRCUMSTANCES

K.1.1 The VENDOR shall not be held responsible for damages caused by delay or failure to perform hereunder, when such delay or failure is due to Fires, Strikes, Acts of God, Legal acts of the public authorities, or delays or defaults caused by public carriers, or acts or demands of the Government in time of war or national emergency.

## L.1 RIGHT TO TERMINATE

L.1.1 COUNTY reserves the right to terminate this Contract immediately, at any time during the contract period for failure of VENDOR to perform as specified in the Special Conditions, or to the reasonable satisfaction of COUNTY, upon notification to VENDOR.

## M.1 ASSIGNMENT

M.1.1 VENDOR shall not enter into any subcontract for performance of any services contemplated under this Contract, nor assign any part of this Contract, without the prior written approval of the COUNTY and subject to such conditions and provisions as the COUNTY may deem necessary (including J.1.C. of this Contract). The VENDOR shall be responsible for the performance of all Subcontractors.

## N.1 COMPLIANCE WITH LAWS

N.1.1 VENDOR shall abide by all Federal, State and local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or to the facilities, programs and staff for which VENDOR is responsible.

## O.1 RECORDS AUDITING AND RETENTION

O.1.1 VENDOR's books, records, documents, papers, accounting procedures and practices, and other evidences relevant to this Contract are subject to the examination, duplication, transcription and audit by the COUNTY and either the legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidences are also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Contract. VENDOR agrees to maintain such evidences for a period of six (6) years from the date services or payment were last provided or made or longer if any audit in progress required a longer retention period.

## P.1 WAIVER

P.1.1 Any waiver by either party of any provision of this Contract shall not imply a subsequent waiver of that or any other provision.

## Q.1 MODIFICATIONS/AMENDMENT

Q.1.1 Any alterations, variations, modifications, amendments or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing and signed by authorized representative of the COUNTY and VENDOR.

## R.1 SEVERABILITY

R.1.1 The provision of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this Contract unless the part or parts which are void, invalid or otherwise unenforceable shall substantially impair the value of the entire Contract with respect to either party.

**S.1 FINAL AGREEMENT**

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

**T.1 EXECUTION**

T.1.1 IN WITNESS WHEREOF, the COUNTY has caused this Contract to be signed by its duly authorized officers and the VENDOR has hereunto set its hand.

Dated this ______ day of ____________________, __________.

| | |
|---|---|
| M & M Logging and Sons | COUNTY OF ITASCA, MINNESOTA |
| 73552 County Road 13 | 1177 LaPrairie Ave. |
| Blackduck, MN 56630 | Grand Rapids, MN 55744 |
| By: ________________________________ | By: ________________________________ |
| Title: ____________________________ | Title: Land Commissioner |

**EXHIBIT A**
**SPECIAL CONDITIONS SUPPLEMENT**

**PROJECT DESCRITION:**

Build up and stabilize current stretch of existing easement road. Includes movement of fill materials and shaping of roadway. If installation of any culverts are deemed necessary, culvert will be supplied by Itasca County Land Department. Maintain existing easement road width, but not to exceed 33 feet.

**PROJECT LOCATION:**

Sec. 3, TWP 149, RNG 29 (see attached map).

**STARTING AND COMPLETION DATES:**

1. Project may begin with signed contract and certificate of liability insurance on file with Itasca County.
2. Project must be completed by November 1, 2026.

**PRIOR TO PROJECT START UP:**

1. A pre-work on-site meeting to review contract specifications and expectations with District Forester is required.
2. The Contractor is solely responsible for acquiring any necessary permits and for following storm water requirements.

**PROJECT SPECIFICATIONS:**

Project location is a public ROW easement corridor over and across private land. Coordination with private landowner will be done by the county. Work entails distribution of 4" packed jig rock material estimated to be 870 cubic yards as a base and 2" packed class 5 material estimated to be 440 cubic yards. Road stretch is approximately 3,340 feet long. Installation of one 12" diameter culvert if needed, will be placed at or slightly below wet soil surface and a minimum of 12" of fill material must be placed on top of culvert. In addition, shaping of roadway along the project area is required to ensure proper water drainage. Source of jig rock material must be pre-approved by the county before use. Contractor will provide all equipment, labor, transportation and materials necessary to complete the construction as described in the special conditions supplement. Contractor will accept responsibility in regard to protecting the site and adjacent property from damage as a result of the construction project. All backfill will be properly compacted to ensure proper settling of the fill materials. Construction site may not be left in an unsafe manner, overnight or otherwise. Contractor will provide and install erosion control devices as needed to protect exposed soil during construction and in a properly protected, stable manner at the end of construction. Contractor shall contact the county before moving any equipment or personnel on the site to begin work. Contractor is responsible to contact Call Before You Dig #811 before project begins and to provide ticket upon request.

**PAYMENT:**

County has the authority to update and adjust all project specifications, schedules and payments when necessary. District Forester must be notified upon completion of the project for a final inspection before equipment is removed from the project area. Payment will be processed upon satisfactory completion of the project.

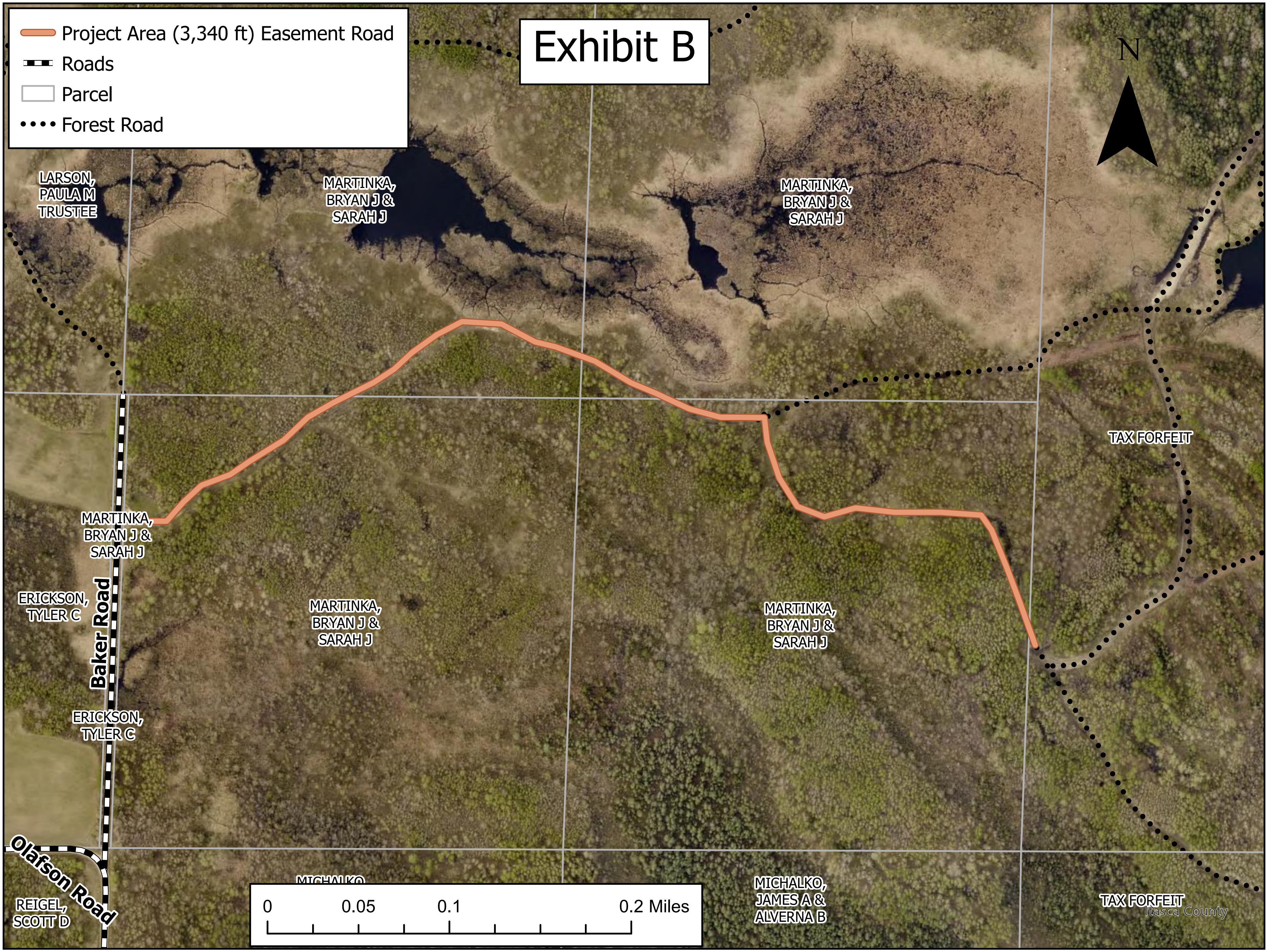


Exhibit B
Project Area (3,340 ft) Easement Road
Roads
Parcel
Forest Road
N
LARSON, PAULA M TRUSTEE
MARTINKA, BRYAN J & SARAH J
MARTINKA, BRYAN J & SARAH J
TAX FORFEIT
MARTINKA, BRYAN J & SARAH J
ERICKSON, TYLER C
Baker Road
MARTINKA, BRYAN J & SARAH J
MARTINKA, BRYAN J & SARAH J
ERICKSON, TYLER C
Olafson Road
REIGEL, SCOTT D
MICHALKO, JAMES A & ALVERNA B
TAX FORFEIT
Itasca County
0
0.05
0.1
0.2 Miles

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-665

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

**AGENDA ITEM:**
State of Minnesota DOT, City of Deer River and Itasca County Cooperative Construction Agreement - Shared Use Path

**BOARD ACTION REQUESTED:**
Adopt the Resolution Re: MnDOT Cooperative Construction Agreement No. 1060673, which authorizes entering into an agreement for a shared use path in the City of Deer River.

**BACKGROUND:**
The cooperative construction agreement between the State of Minnesota Department of Transportation, the City of Deer River and Itasca County defines the roles and responsibilities of each party for the construction of a shared use path in the City of Deer River (City Project DEERR 180651 / SP 3102-56).

The City applied for Local Partnership funds for the development of a shared use path and lighting on the north side of Highway 2 from Trunk Highway 6 to Trunk Highway 46. The City needs Itasca County to be the fiscal agent to receive the State funding.

Itasca County will bid the project and oversee the project management. The City of Deer River will hire a consultant to perform the construction inspection. The County will not have any financial obligations for this project.

**COUNTY ATTORNEY REVIEW:** Yes and/or Pending

**SUPPORTING DOCUMENTATION:**
1. 1060673 AGR DEER RIVER AND ITASCA COUNTY

| | |
|---|---|
| **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, November 18, 2025

## RESOLUTION 2025-54

### RE: MNDOT COOPERATIVE CONSTRUCTION AGREEMENT NO. 1036787

**IT IS RESOLVED** that Itasca County enter into MnDOT Agreement No. 1060673 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the shared use path and roadway lighting construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 2, Trunk Highway 46 & Trunk Highway 6 under State Project No. 3102-52.

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

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

# STATE OF MINNESOTA
# DEPARTMENT OF TRANSPORTATION
# AND
# CITY OF DEER RIVER
# AND
# ITASCA COUNTY
# COOPERATIVE CONSTRUCTION AGREEMENT

| | | |
|---|---|---|
| **State Project Number (S.P.):** | **3102-56** | **Original Amount Encumbered** |
| **Trunk Highway Number (T.H.):** | **02=008** | **$1,050,000.00** |
| **City Project Number:** | **DEERR 180651** | |
| **Lighting System Feed Point No.:** | **"CITY"** | |

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

**Recitals**

1. The County will perform removals, common excavation, bituminous paving, concrete walk, lighting, turf establishment, shared use path, and roadway lighting construction and other associated construction upon, along, and adjacent to Trunk Highway No. 2 from Trunk Highway No. 46 to Trunk Highway No. 6 according to City-prepared plans, specifications, and special provisions designated by the City as City Project No. DEERR 180651 and by the City, the County, and the State as State Project No. 3102-56 (T.H. 02=008) ("Project"); and
2. The City and the County requests the State participate in the costs of the shared use path construction and the State is willing to participate in the costs of said construction and associated construction engineering; and
3. A separate agreement between the City and Leech Lake Band of Ojibwe (LLBO) will address LLBO's construction cost share; and
4. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

**Agreement**

**1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits**

**1.1.** ***Effective Date.*** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.

**1.2.** ***Expiration Date.*** This Agreement will expire when all obligations have been satisfactorily fulfilled.

**1.3.** ***Survival of Terms.*** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 2.4. State Ownership of Improvements;

5. Maintenance by the City; 10. Liability; Worker Compensation Claims; Insurance; 13. State Audits; 14. Government Data Practices; 15. Governing Law; Jurisdiction; Venue; and 17. Force Majeure.

**1.4.** ***Plans, Specifications, and Special Provisions.*** State-Aid approved City plans, specifications, and special provisions designated by the City as City Project No. DEERR 180651 and by the City, the County, and the State as State Project No. 3102-56 (T.H. 02=008) are on file in the office of the City's Administrator, the County's Engineer, and incorporated into this Agreement by reference ("Project Plans").

**1.5.** ***Exhibits.*** Preliminary Schedule "I" is attached and incorporated into this Agreement.

**2. Right-of-Way Use**

**2.1.** ***Limited Right to Occupy.*** The State grants to the County (and its contractors and consultants) the right to occupy Trunk Highway Right-of-Way as necessary to perform the work described in the Project Plans. This right is limited to the purpose of constructing the project, and administering such construction, and may be revoked by the State at any time, with or without cause. Cause for revoking this right of occupancy includes, but is not limited to, breaching the terms of this or any other agreement (relevant to this Project) with the State, failing to provide adequate traffic control or other safety measures, failing to perform the construction properly and in a timely manner, and failing to observe applicable environmental laws or terms of applicable permits. The State will have no liability to the City or the County (or its contractors or consultants) for revoking this right of occupancy.

**2.2.** ***State Access; Suspension of Work; Remedial Measures.*** The State's District Engineer or assigned representative retains the right to enter and inspect the Trunk Highway Right-of-Way (including the construction being performed on such right-of-way) at any time and without notice to the County or its contractor. If the State determines (in its sole discretion) that the construction is not being performed in a proper or timely manner, or that environmental laws (or the terms of permits) are not being complied with, or that traffic control or other necessary safety measures are not being properly implemented, then the State may direct the County (and its contractor) to take such remedial measures as the State deems necessary. The State may require the County (and its contractors and consultants) to suspend their operations until suitable remedial action plans are approved and implemented. The State will have no liability to the City or the County (or its contractors or consultants) for exercising its rights under this provision.

**2.3.** ***Traffic Control; Worker Safety.*** While the City, the County (and its contractors and consultants) are occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (*http://www.dot.state.mn.us/trafficeng/workzone/index.html*). All City, County, contractor, and consultant personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.

**2.4.** ***State Ownership of Improvements.*** The State will retain ownership of its Trunk Highway Right-of-Way, including any improvements made to such right-of-way under this Agreement, unless otherwise noted. The warranties and guarantees made by the County's contractor with respect to such improvements (if any) will flow to the State. The City and the County will assist the State, as necessary, to enforce such warranties and guarantees, and to obtain recovery from the City or the County's consultants, and contractor (including its sureties) for non-performance of contract work, for design errors and omissions, and for defects in materials and workmanship. Upon request of the State, the City or the County will undertake such actions as are reasonably necessary to transfer or assign contract rights to the State and to permit subrogation by the State with respect to claims against the City's and County's consultants and contractors.

**2.5.** ***Utility Relocation.*** The State authorizes the County to issue Notices and Orders for utility relocation in accordance with Minnesota Statutes §161.45 and Minnesota Rules Part 8810.3100 through 8810.3600

**3. Contract Award and Construction**

**3.1.** ***Bids and Award.*** The County will receive bids and award a construction contract to the lowest responsible bidder (or best value proposer), subject to concurrence by the State in that award, according to the Project Plans. The contract construction will be performed according to the Project Plans.

**3.2.** ***Bid Documents Furnished by the County.*** The County will, within 7 days of opening bids for the construction contract, submit to the State's District Engineer a copy of the low bid and an abstract of all bids together with the County's request for concurrence by the State in the award of the construction contract. The County will not award the construction contract until the State advises the County in writing of its concurrence.

**3.3.** ***Rejection of Bids.*** The County may reject and the State may require the County to reject any or all bids for the construction contract. The party rejecting or requiring the rejection of bids must provide the other party written notice of that rejection or requirement for rejection no later than 30 days after opening bids. Upon the rejection of all bids, a party may request, in writing, that the bidding process be repeated. Upon the other party's written approval of such request, the County will repeat the bidding process in a reasonable period of time, without cost or expense to the State.

**3.4.** ***Direction, Supervision, and Inspection of Construction.***

**A.** The contract construction will be under the direction of the County and under the supervision of a registered professional engineer; however, the State participation construction covered under this Agreement will be open to inspection by the State District Engineer's authorized representatives. The County will give the District Engineer at Duluth five days' notice of its intention to start the contract construction.

**B.** Responsibility for the control of materials for the contract construction will be on the County and its contractor and will be carried out according to Specifications No. 1601 through and including No. 1609 in the State's current "Standard Specifications for Construction".

**3.5.** ***Contaminated Soils and Groundwater within the State's Cost Participation Limits.***

**A.** ***24 Hour Notification.*** The County will notify the State District Engineer's authorized representative a minimum of 24 hours prior to the contractor beginning the excavation and removal of any contaminated soils that have been identified within the Project limits.

**B.** ***Immediate Notification.*** The County will notify the State District Engineer's authorized representative immediately upon the contractor encountering contaminated soils and/or groundwater in areas that are within the Project limits. The County will confer with the State as to the handling, disposal, and any other issues related to contaminated materials found on State Right-of-Way or import of materials onto State Right-of-Way.

**C.** ***Environmental Consultant.*** The County will provide for an Environmental Consultant to be on site to observe and document the excavation, handling and disposal of contaminated soils that have been identified within the Project limits. If the contractor encounters contaminated materials in areas not previously identified and upon notification by the County to the State, the County hired Environmental Consultant will be provided to collect and analyze soil and/or groundwater samples to determine contaminant levels, work with the landfill for disposal of the soil waste, and provide oversight of any soil and groundwater handling and disposal. The County will not allow the contractor to excavate any contaminated soil unless the Environmental Consultant is present.

**3.6.** ***Completion of Construction.*** The County will cause the contract construction to be started and completed according to the time schedule in the construction contract special provisions. The completion date for the contract construction may be extended, by an exchange of letters between the appropriate County official and the State District Engineer's authorized representative, for unavoidable delays encountered in the performance of the contract construction.

**3.7.** ***Plan Changes.*** The State will not participate in the cost of any contract construction that is in addition to the State participation construction covered under this Agreement unless the following conditions have been met:

**A.** The necessary State funds have been encumbered.

**B.** All changes in the Project Plans and all addenda, change orders, supplemental agreements, and work orders entered into by the County and its contractor for State participation construction are approved in writing by the State District Engineer's authorized representative.

**3.8.** ***Compliance with Laws, Ordinances, and Regulations.*** The County will comply and cause its contractor to comply with all Federal, State, and Local laws, and all applicable ordinances and regulations. With respect only to that portion of work performed on the State's Trunk Highway Right-of-Way, the County will not require the contractor to follow local ordinances or to obtain local permits.

**4. Right-of-Way; Easements; Permits**

**4.1.** The City or the County will obtain all rights-of-way, easements, construction permits, and any other permits and sanctions that may be required in connection with the local and trunk highway portions of the contract construction. Before payment by the State, the City or the County will furnish the State with certified copies of the documents for rights-of-way and easements, construction permits, and other permits and sanctions required for State participation construction covered under this Agreement.

**4.2.** The City of the County will convey to the State by quit claim deed, all newly acquired rights needed for the continuing operation and maintenance of the Trunk Highway, if any, upon completion of the Project, at no cost or expense to the State.

**4.3.** The City and the County will comply with Minnesota Statutes § 216D.04, subdivision 1(a), for identification, notification, design meetings, and depiction of utilities affected by the contract construction.

**4.4.** The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City of Deer River to be constructed upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application for Utility Permit on Trunk Highway Right-of-Way" (Form 2525).

**5. Maintenance by the City**

Upon completion of the Project, the City will provide the following without cost or expense to the State:

**5.1.** ***Shared Use Path.*** The City will provide routine and minor maintenance of the Shared Use Path on T.H. 2 Right-of-Way. Routine and minor maintenance may include, but are not limited to, snow and ice control/removal, sweeping and debris removal, patching, crack repair, replacement of failing section(s) of pavement, vegetation control, signing, pavement markings, and any other maintenance activities necessary to perpetuate the Shared Use Path in a safe, usable, and aesthetically acceptable condition as determined by the State's District Maintenance Engineer and all applicable laws including, but not limited to, the

Americans with Disabilities Act ("ADA"). If the City fails to perform its maintenance services under this Agreement in compliance with applicable laws, the State will provide the City with a notice of non-compliance. Within three business days of sending the notice of non-compliance, the State's District Maintenance Engineer and the City Engineer will meet to discuss the City performance of maintenance and decide upon next steps to remedy any non-compliant performance. If the parties cannot agree upon a remedy, the State may perform such obligation and the City will reimburse the State for the cost thereof, plus 10 percent of such cost for overhead and supervision within 30 days of receipt of the State's invoice. The State and the City agree that full pavement replacement is outside of routine and minor maintenance, and the State and the City will share in the cost of pavement replacement according to the State's Cost Participation and Maintenance Responsibilities with Local Units of Government Manual, as amended or revised.

**A.** ***State Right-of-Way Access.*** The State authorizes the City to enter upon State Right-of-Way to perform the Shared Use Path maintenance. The City must notify and coordinate with the State's District Maintenance Engineer prior to accessing State Right-of-Way. While the City is occupying the State's Right-of-Way, they must comply with the approved traffic control plan, and with applicable provisions of the Work Zone Field Handbook (*http://www.dot.state.mn.us/trafficeng/workzone/index.html*). All City personnel occupying the State's Right-of-Way must be provided with required reflective clothing and hats.

**B.** ***Environmental.*** The City will not dispose of any materials regulated by any governmental or regulatory agency onto the ground, or into any body of water, or into any container on the State's Right-of-Way. In the event of spillage of regulated materials, the City will immediately notify the State's Authorized Representative in writing and will provide for cleanup of the spilled material and any materials contaminated by the spillage in accordance with all applicable federal, state, and local laws and regulations, at the sole expense of the City.

**5.2.** ***Lighting.*** Maintenance and ownership of any lighting facilities construction. Maintenance of electrical lighting systems includes everything within the system, from the point of attachment to the power source or utility, to the last light on the feed point, including but not limited to re-lamping of lighting units or replacing of LED luminaires, repair or replacement of all damaged luminaire glassware, loose connections, luminaires when damaged or when ballasts fail, photoelectric control on luminaires, defective starter boards or drivers, damaged fuse holders, blown fuses, knocked down poles including wiring within the poles, damaged poles, pull boxes, underground wire, damaged foundations, equipment pad, installation of approved splices or replacement of wires, repair or extending of conduit, lighting cabinet maintenance including photoelectric cell, electrical distribution system, Gopher State One Call (GSOC) locates, and painting of poles and other equipment. The City will be responsible for the hook up cost and application to secure an adequate power supply to the service pad or pole and will pay all monthly electrical service expenses necessary to operate the lighting facility.

**5.3.** ***Additional Drainage.*** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

**6. Basis of State Cost**

**6.1.** ***Schedule "I".*** The Preliminary Schedule "I" includes all anticipated State participation construction items and the construction engineering cost share covered under this Agreement.

**6.2.** ***State Participation Construction.*** The State will participate in the following at the percentages indicated. The construction includes the State's proportionate share of item costs for mobilization and traffic control.

**A.** 100 Percent will be the State's rate of cost participation in all of the shared use path construction, up to the capped amount. The construction includes, but is not limited to, those construction items tabulated on Sheets No. 2 and No. 3 of the Preliminary Schedule "I".

**B.** 50 Percent will be the State's rate of cost participation in all of the roadway lighting construction, up to the capped amount, after the City's cost for trail lighting is applied. The construction includes, but is not limited to, those construction items tabulated on Sheet No. 3 of the Preliminary Schedule "I". The City will pay for the Shared-Use Path lighting cost, which is the difference between Lighting Unit 9D-40 and Lighting Unit 9-40, as indicated in Preliminary Schedule I.

**6.3.** ***Construction Engineering Costs.*** The State will pay a construction engineering charge equal to 6 percent of the total State participation construction covered under this Agreement.

**6.4.** ***Capped Funds.*** The State's cost participation in the Project construction is limited to **$1,050,000.00**.

**6.5.** ***Addenda, Change Orders, Supplemental Agreements, and Work Orders.*** The State will share in the costs of construction contract addenda, change orders, supplemental agreements, and work orders that are necessary to complete the State participation construction covered under this Agreement and are approved in writing by the State District Engineer's authorized representative.

**6.6.** ***Liquidated Damages.*** All liquidated damages assessed the County's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

**7. State Cost and Payment by the State**

**7.1.** ***State Cost.*** **$1,050,000.00** is the State's estimated share of the costs of the contract construction, which includes the construction engineering cost share and a contingency amount as shown in the Preliminary Schedule "I." The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon review of the construction contract bid documents described in Article 3.2, the State will decide whether to concur in the County's award of the construction contract and, if so, prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement. The contingency amount is provided to cover the cost difference between the Preliminary Schedule "I" and the Revised Schedule "I," overruns of the Project Plans' estimated quantities of State participation construction, and State approved additional construction including construction engineering costs.

**7.2.** ***Conditions of Payment.*** The State will pay the County the State's total estimated construction cost share, which does not include the construction engineering cost share or the contingency amount, as shown in the Revised Schedule "I", after the following conditions have been met:

**A.** Encumbrance by the State of the State's total estimated construction cost share, the 6 percent construction engineering cost share, and the contingency amount, as shown in the Revised Schedule "I".

**B.** Execution of this Agreement and transmittal to the City and the County, including a letter advising of the State's concurrence in the award of the construction contract.

**C.** The State's receipt of a written request from the County for the advancement of funds. The request will include certification by the County that all necessary parties have executed the construction contract.

**7.3.** ***Limitations of State Payment; No State Payment to Contractor.*** The State's participation in the contract construction is limited to the State participation construction shown in Article 7.1, and the State's participation will not change except by a mutually agreed written amendment to this Agreement. The State's payment obligation extends only to the County. The County's contractor is not intended to be and will not be deemed to be a third party beneficiary of this Agreement. The County's contractor will have no right to receive payment from the State. The State will have no responsibility for claims asserted against the County by the County's contractor.

**7.4.** ***Construction Costs Exceeding Encumbered Amount.*** Whenever it appears the cost of the State participation construction covered under this Agreement is about to exceed the current amount of encumbered State funds, the County will notify the State District Engineer's authorized representative in writing prior to performance of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to complete the State participation construction including construction engineering costs and the reason(s) why the current amount encumbered will be exceeded. The State will, upon its approval of the additional State participation construction, encumber the necessary additional funds. That action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

Should the County cause the performance of additional contract construction which would otherwise qualify for State participation construction covered under this Agreement, but for which the State has not previously encumbered funds, that additional contract construction is done at the County's own risk. The County will notify the State District Engineer's authorized representative in writing of the additional State participation construction. Notification will include an estimate in the amount of additional funds necessary to cover the additional State participation construction including construction engineering costs and the reason(s) why the current amount encumbered was exceeded. If the State District Engineer's authorized representative approves the additional State participation construction, the County's claim for compensation along with a request for encumbrance of the necessary additional funds will be submitted to the State's Budget Section for review of compliance with Minnesota Statutes § 16A.15, subdivision 3, but no guarantee is made that the claim will be approved by the State's Budget Section. If the claim for compensation and the request for encumbrance of the necessary additional funds are approved by the State's Budget Section, that action will have the effect of amending this Agreement so as to include the State's share of the costs of the additional construction.

**7.5.** ***Records Keeping and Invoicing by the County.*** The State will provide the County with a Payment Processing Package containing a Modified Schedule "I" form, instructions, and samples of documents for processing final payment of the State participation construction covered under this Agreement.

The County will keep records and accounts that enable it to provide the State with the following prior to final payment:

**A.** A copy of the Modified Schedule "I" which includes final quantities of State participation construction.

**B.** Copies of the County contractor's invoice(s) covering all contract construction.

**C.** Copies of the endorsed and canceled County warrant(s) or check(s) paying for final contract construction, or computer documentation of the warrant(s) issued, certified by an appropriate County official that final construction contract payment has been made.

**D.** Copies of all construction contract change orders, supplemental agreements, and work orders.

**E.** A certification form, attached to a copy of the Final Schedule "I", both provided by the State. The certification form will be signed by the County's Engineer in charge of the contract construction attesting to the following:

**i.** Satisfactory performance and completion of all contract construction according to the Project Plans.

**ii.** Acceptance and approval of all materials furnished for the contract construction relative to compliance of those materials to the State's current "Standard Specifications for Construction".

**iii.** Full payment by the County to its contractor for all contract construction.

**F.** When requested, copies certified by the County's Engineer, of material sampling reports and material testing results for the materials furnished for the contract construction.

**G.** A copy of the "as built" plan sent to the District Engineer.

**H.** A formal invoice (original and signed) in the amount due the County as shown in the Final Schedule "I".

**7.6.** ***Final Payment by the State.*** Upon completion of all contract construction, the State will prepare a Final Schedule "I" according to the procedures detailed in the Payment Processing Package and submit a copy to the County. The Final Schedule "I" will be based on final quantities, and include all State participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the State participation construction exceeds the amount of funds advanced by the State, the State will pay the difference to the County without interest. If the final cost of the State participation construction is less than the amount of funds advanced by the State, the County will refund the difference to the State without interest.

The State and the County waive claims for any payments or refunds less than $5.00 according to Minnesota Statutes § 15.415.

**8. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**8.1.** The State's Authorized Representative will be:

| | |
|---|---|
| Name, Title: | Malaki Ruranika, Cooperative Agreements Engineer (or successor) |
| Address: | 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155 |
| Telephone: | (651) 366-4634 |
| E-Mail: | malaki.ruranika@state.mn.us |

**8.2.** The City's Authorized Representative will be:

| | |
|---|---|
| Name, Title: | Mark Box, City Administrator (or successor) |
| Address: | 60 2nd Street Southeast, P.O. Box 70, Deer River, MN 56636 |
| Telephone: | (218) 246-8195 |
| E-Mail: | mark.box@deerrivermn.org |

**8.3.** The County's Authorized Representative will be:

| | |
|---|---|
| Name, Title: | Karin Grandia, County Engineer (or successor) |
| Address: | 123 Northeast 4th Street, Grand Rapids, MN 55744 |
| Telephone: | (218) 327-7389 |
| E-Mail: | karin.grandia@co.itasca.mn.us |

**9. Assignment; Amendments; Waiver; Contract Complete**

**9.1.** ***Assignment.*** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**9.2.** ***Amendments.*** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**9.3.** ***Waiver.*** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**9.4.** ***Contract Complete.*** This Agreement contains all prior negotiations and agreements between the State, the City, and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**10. Liability; Worker Compensation Claims; Insurance**

**10.1.** Each party is responsible for its own acts, omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of others and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City and the County. Notwithstanding the foregoing, the City and the County will indemnify, hold harmless, and defend (to the extent permitted by the Minnesota Attorney General) the State against any claims, causes of actions, damages, costs (including reasonable attorneys fees), and expenses arising in connection with the project covered by this Agreement, regardless of whether such claims are asserted by the City's or the County's contractor(s) or consultant(s) or by a third party because of an act or omission by the City, the County, or their respective contractor(s) or consultant(s).

**10.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

**10.3.** The County may require its contractor to carry insurance to cover claims for damages asserted against the County's contractor.

**11. Nondiscrimination**

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

**12. Title VI/Nondiscrimination Assurances**

The City and the County agree to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. If federal funds are included in this Agreement, the City and the County will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. The State may conduct a review of the City’s and the County’s compliance with this provision. The City and the County must cooperate with the State throughout the review process by supplying all requested information and documentation to the State, making City and County staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by the State.

**13. State Audits**

Under Minnesota Statutes § 16C.05, subdivision 5, the City's and the County's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

**14. Government Data Practices**

The City, County, and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City and the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City, the County, or the State.

**15. Governing Law; Jurisdiction; Venue**

Minnesota law governs the validity, interpretation and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**16. Termination; Suspension**

**16.1.** ***By Mutual Agreement.*** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

**16.2.** ***Termination for Insufficient Funding.*** The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the City and the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the City and the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

**16.3.** ***Suspension.*** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**17. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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**STATE ENCUMBRANCE VERIFICATION**

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: ____________________________________

Date: ____________________________________

SWIFT Purchase Order: 3000851146

**CITY OF DEER RIVER**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: ____________________________________

Title: ____________________________________

Date: ____________________________________

By: ____________________________________

Title: ____________________________________

Date: ____________________________________

**DEPARTMENT OF TRANSPORTATION**

Recommended for Approval:

By: ____________________________________
(District Engineer)

Date: ____________________________________

Approved:

By: ____________________________________
(State Design Engineer)

Date: ____________________________________

**COMMISSIONER OF ADMINISTRATION**

By: ____________________________________
(With Delegated Authority)

Date: ____________________________________

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

**ITASCA COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: ____________________________________________

Title: __________________________________________

Date: __________________________________________

By: ____________________________________________

Title: __________________________________________

Date: __________________________________________

**INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.**

## PRELIMINARY SCHEDULE "I"
## Agreement No. 1060673
## Itasca County

S.P. 3102-52 (T.H. 02=008) Preliminary: October 24, 2025
State Funds

Removals, common excavation, bituminous paving, concrete walk, lighting, turf establishment, shared use path, and roadway lighting construction performed under County contract with ____
located on T.H. 2 from T.H. 46 to T.H. 6

| STATE COST PARTICIPATION | | |
|---|---|---|
| | S.P. 3102-52 Shared Use Path (From Sheet No. 3) | 774,270.00 |
| | S.P. 3102-52 Roadway Lighting (From Sheet No. 4) | 140,862.13 |
| (1) | Subtotal | $915,132.13 |
| | Construction Engineering (6%) | 54,907.93 |
| | Subtotal | $970,040.05 |
| (2) | Contingency Amount | 79,959.95 |
| | Encumbered Amount | **$1,050,000.00** |

(1) Amount of advance payment as described in Article 7.2 of the Agreement (estimated amount)
(2) For the State's use only as described in Article 7.1 of the Agreement

Data is considered Non-public prior to project award under the
Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

(1) 100% STATE (capped); Remainder 100% CITY



| ITEM NUMBER | S.P. 3102-52<br>SHARED USE PATH WORK ITEM | UNIT | QUANTITY | UNIT PRICE | COST<br>(1) |
|---|---|---|---|---|---|
| 2011.601 | CONSTRUCTION SURVEYING | LUMP SUM | 0.66 | 15,000.00 | 9,900.00 |
| 2021.501 | MOBILIZATION | LUMP SUM | 0.66 | 50,000.00 | 33,000.00 |
| 2101.502 | CLEARING | EACH | 6.00 | 1,000.00 | 6,000.00 |
| 2101.502 | GRUBBING | EACH | 6.00 | 500.00 | 3,000.00 |
| 2104.502 | SALVAGE SIGN | EACH | 3.00 | 100.00 | 300.00 |
| 2104.503 | REMOVE PIPE CULVERTS | LIN FT | 232.00 | 20.00 | 4,640.00 |
| 2104.503 | REMOVE CURB & GUTTER | LIN FT | 25.00 | 25.00 | 625.00 |
| 2104.503 | SAWING BIT PAVEMENT (FULL DEPTH) | LIN FT | 1,156.00 | 4.00 | 4,624.00 |
| 2104.503 | SAWING CONCRETE PAVEMENT (FULL DEPTH) | LIN FT | 90.00 | 6.00 | 540.00 |
| 2104.504 | REMOVE BITUMINOUS PAVEMENT | SQ YD | 1,701.00 | 3.00 | 5,103.00 |
| 2104.504 | REMOVE CONCRETE PAVEMENT | SQ YD | 95.00 | 15.00 | 1,425.00 |
| 2105.607 | COMMON EXCAVATION (P) | CU YD | 2,552.00 | 15.00 | 38,280.00 |
| 2105.607 | SELECT GRANULAR BORROW (CV) | CU YD | 1,452.00 | 20.00 | 29,040.00 |
| 2105.607 | SUBGRADE EXCAVATION | CU YD | 1,553.00 | 15.00 | 23,295.00 |
| 2108.504 | GEOTEXTILE FABRIC TYPE 7 | SQ YD | 4,452.00 | 3.00 | 13,356.00 |
| 2112.519 | SUBGRADE PREPARATION | RDST | 46.30 | 500.00 | 23,150.00 |
| 2118.507 | AGGREGATE SURFACING (CV) CLASS 5 | CU YD | 73.00 | 40.00 | 2,920.00 |
| 2211.507 | AGGREGATE BASE (CV) CLASS 5 | CU YD | 1,176.00 | 40.00 | 47,040.00 |
| 2231.604 | BITUMINOUS PATCH SPECIAL 1 | SQ YD | 238.00 | 65.00 | 15,470.00 |
| 2231.604 | BITUMINOUS PATCH SPECIAL 2 | SQ YD | 1,822.00 | 75.00 | 136,650.00 |
| 2360.509 | TYPE SP 9.5 WEARING COURSE MIX (3,C) | TON | 930.00 | 125.00 | 116,250.00 |
| 2501.502 | 15" CAS SAFETY APRON | EACH | 10.00 | 500.00 | 5,000.00 |
| 2501.502 | 18" CAS SAFETY APRON | EACH | 8.00 | 500.00 | 4,000.00 |
| 2501.502 | 24" CAS SAFETY APRON AND GRATE DESIGN 3128 | EACH | 2.00 | 600.00 | 1,200.00 |
| 2501.503 | 15" CAS PIPE CULVERT | LIN FT | 262.00 | 50.00 | 13,100.00 |
| 2501.503 | 18" CAS PIPE CULVERT | LIN FT | 244.00 | 75.00 | 18,300.00 |
| 2501.503 | 24" CAS PIPE CULVERT | LIN FT | 36.00 | 100.00 | 3,600.00 |
| 2511.509 | RANDOM RIPRAP CLASS IV | TON | 20.00 | 100.00 | 2,000.00 |
| 2521.518 | 6" CONCRETE WALK | SQ FT | 4,319.00 | 11.00 | 47,509.00 |
| 2531.503 | CONCRETE CURB & GUTTER DESIGN B618 | LIN FT | 40.00 | 50.00 | 2,000.00 |
| 2531.504 | 8" CONCRETE DRIVEWAY PAVEMENT | SQ YD | 97.00 | 100.00 | 9,700.00 |
| 2531.618 | TRUNCATED DOMES | SQ FT | 560.00 | 60.00 | 33,600.00 |
| 2557.603 | INSTALL CHAIN LINK FENCE | LIN FT | 80.00 | 50.00 | 4,000.00 |
| 2563.601 | TRAFFIC CONTROL | LUMP SUM | 0.66 | 15,000.00 | 9,900.00 |

| ITEM NUMBER | S.P. 3102-52 SHARED USE PATH WORK ITEM | UNIT | QUANTITY | UNIT PRICE | COST (1) |
|---|---|---|---|---|---|
| 2564.502 | INSTALL SIGN | EACH | 3.00 | 150.00 | 450.00 |
| 2564.518 | SIGN | SQ FT | 40.00 | 50.00 | 2,000.00 |
| 2571.502 | DECIDUOUS TREE 6' HT CONT | EACH | 12.00 | 600.00 | 7,200.00 |
| 2573.501 | EROSION CONTROL SUPERVISOR | LUMP SUM | 0.66 | 10,000.00 | 6,600.00 |
| 2573.502 | CULVERT END CONTROLS | EACH | 24.00 | 200.00 | 4,800.00 |
| 2573.503 | SEDIMENT CONTROL LOG TYPE WOOD CHIP | LIN FT | 4,133.00 | 5.00 | 20,665.00 |
| 2574.505 | SOIL BED PREPARATION | ACRE | 2.07 | 1,000.00 | 2,070.00 |
| 2574.507 | COMMON TOPSOIL BORROW | CU YD | 557.00 | 40.00 | 22,280.00 |
| 2574.508 | FERTILIZER TYPE 3 | POUND | 725.00 | 10.00 | 7,250.00 |
| 2575.504 | ROLLED EROSION PREVENTION CATEGORY 25 | SQ YD | 4,000.00 | 2.00 | 8,000.00 |
| 2575.605 | SEEDING | ACRE | 2.07 | 1,000.00 | 2,070.00 |
| 2575.505 | MOWING | ACRE | 4.14 | 200.00 | 828.00 |
| 2575.508 | HYDRAULIC REINFORCED FIBER MATRIX | POUND | 7,245.00 | 2.00 | 14,490.00 |
| 2575.608 | SEED NORTHERN BOULEVARD | POUND | 260.00 | 10.00 | 2,600.00 |
| 2575.608 | SEED WET DITCH | POUND | 10.00 | 100.00 | 1,000.00 |
| 2582.503 | 6" SOLID LINE MULTI COMP GR IN (WR) | LIN FT | 1,150.00 | 3.00 | 3,450.00 |
| | | | | TOTAL | $774,270.00 |
| | (1) **100% STATE** | **$774,270.00** | (capped) | | |
| | 100% CITY | $0.00 | | | |

| ITEM NUMBER | S.P. 3102-52 LIGHTING WORK ITEM | UNIT | QUANTITY | UNIT PRICE | COST (2) |
|---|---|---|---|---|---|
| 2011.601 | CONSTRUCTION SURVEYING | LUMP SUM | 0.24 | 15,000.00 | 3,600.00 |
| 2011.601 | AS BUILT | LUMP SUM | 1.00 | 4,000.00 | 4,000.00 |
| 2021.501 | MOBILIZATION | LUMP SUM | 0.24 | 50,000.00 | 12,000.00 |
| 2545.502 | LIGHTING UNIT TYPE 9-40 | EACH | 5.00 | 4,000.00 | 20,000.00 |
| 2545.502 | LIGHTING UNIT TYPE 9D-40 | EACH | 20.00 | 5,000.00 | 100,000.00 |
| 2545.502 | LIGHT FOUNDATION DESIGN E | EACH | 25.00 | 1,400.00 | 35,000.00 |
| 2545.502 | SERVICE CABINET | EACH | 1.00 | 9,500.00 | 9,500.00 |
| 2545.502 | EQUIPMENT PAD | EACH | 1.00 | 1,600.00 | 1,600.00 |
| 2545.503 | 2" NON-METALLIC CONDUIT | LIN FT | 4,750.00 | 10.00 | 47,500.00 |
| 2545.503 | 2" NON-METALLIC CONDUIT (DIRECTIONAL BORE) | LIN FT | 175.00 | 24.00 | 4,200.00 |
| 2545.503 | 3" NON-METALLIC CONDUIT (DIRECTIONAL BORE) | LIN FT | 120.00 | 30.00 | 3,600.00 |
| 2545.503 | UNDERGROUND WIRE 1/C 2 AWG | LIN FT | 225.00 | 3.25 | 731.25 |
| 2545.503 | UNDERGROUND WIRE 1/C 4 AWG | LIN FT | 16,200.00 | 2.25 | 36,450.00 |
| 2545.503 | UNDERGROUND WIRE 1/C 6 AWG | LIN FT | 5,400.00 | 2.00 | 10,800.00 |
| 2563.601 | TRAFFIC CONTROL | LUMP SUM | 0.24 | 15,000.00 | 3,600.00 |
| 2573.501 | EROSION CONTROL SUPERVISOR | LUMP SUM | 0.24 | 10,000.00 | 2,400.00 |
| 2574.505 | SOIL BED PREPARATION | ACRE | 0.27 | 1,000.00 | 270.00 |
| 2574.507 | COMMON TOPSOIL BORROW | CU YD | 72.50 | 40.00 | 2,900.00 |
| 2574.508 | FERTILIZER TYPE 3 | POUND | 94.50 | 10.00 | 945.00 |
| 2575.605 | SEEDING | ACRE | 0.27 | 1,000.00 | 270.00 |
| 2575.505 | MOWING | ACRE | 0.54 | 200.00 | 108.00 |
| 2575.508 | HYDRAULIC REINFORCED FIBER MATRIX | POUND | 945.00 | 2.00 | 1,890.00 |
| 2575.608 | SEED NORTHERN BOULEVARD | POUND | 26.00 | 10.00 | 260.00 |
| 2575.608 | SEED WET DITCH | POUND | 1.00 | 100.00 | 100.00 |
| | | | | TOTAL | $301,724.25 |
| | (2) 100% CITY (trail lighting) | $20,000.00 | (capped based on bid price) | | |
| | **50% STATE** | **$140,862.13** | (capped) | | |
| | 50% CITY | $140,862.13 | | | |
| | Remainder 100% CITY | $0.00 | | | |

# CITY OF DEER RIVER

## RESOLUTION

IT IS RESOLVED that the City of Deer River enter into MnDOT Agreement No. 1060673 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for maintenance to be performed by the City of the shared use path and lighting construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 2 from Trunk Highway No. 46 to Trunk Highway No. 6 under State Project No. 3102-52.

IT IS FURTHER RESOLVED that the Mayor and the ______________________________________________
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

## CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Deer River at an authorized meeting held on the ________________________________ day of ____________________, 20__, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
____________ day of ____________________, 20____

Notary Public ______________________________

My Commission Expires ______________________

______________________________________
(Signature)

______________________________________
(Type or Print Name)

______________________________________
(Title)

# ITASCA COUNTY

# RESOLUTION

IT IS RESOLVED that Itasca County enter into MnDOT Agreement No. 1060673 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County of the State's share of the costs of the shared use path and roadway lighting construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 2 Trunk Highway No. 46 to Trunk Highway No. 6 under State Project No. 3102-52.

IT IS FURTHER RESOLVED that the ____________________________________________
(Title)

and the ____________________________________________
(Title)

are authorized to execute the Agreement and any amendments to the Agreement.

# CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Board of Commissioners of Itasca County at an authorized meeting held on the ________________________ day of ____________________, 20____, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
____________ day of ____________________, 20_____

Notary Public ____________________________

My Commission Expires ____________________

____________________________
(Signature)

____________________________
(Type or Print Name)

____________________________
(Title)

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-627

**DEPARTMENT:** Land Department **TIME REQUESTED:** < 5 Minutes
**PRESENTER:** Renata Rogalla

**AGENDA ITEM:**
Terms of Sale for Public Auction of Tax-Forfeited Properties

**BOARD ACTION REQUESTED:**
Authorize and approve the Terms of Sale for public online auctions of 2025 tax-forfeited properties.

**BACKGROUND:**
Properties that have forfeited to the State of MN in 2025 due to non-payment of taxes are required to be offered for public sale at EMV and MinBid auctions within 6 months, and the required 30-day public notices are currently underway. Noted is that Tract 13 includes grouping a 2025 forfeiture with a pre-2024 forfeiture (house is located in two separate parcels) which also has specific statutory requirements for authorizing the terms of sale.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**
1. EMV & MinBid Auctions - Resolution and T & C_Final
2. 2025 EMV Auction Listing

| | |
|---|---|
| **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, November 18, 2025

# RESOLUTION 2025-55

## RE: RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING THE TERMS OF SALE

**WHEREAS,** the County Board approves tax-forfeited lands and list of said lands has been filed with the County Auditor, and

**WHEREAS,** the County Board is by law designated with authority to provide for the sale of such tax-forfeited lands on terms included in the Notice of Sale and said lands have been duly classified for sale, now

**WHEREAS,** MS Section 282.01, sub.1, para. (e) provides that the county board may designate the tracts as assessed and acquired or may by resolution provide for the subdivision of the tracts into smaller units or for the grouping of several tracts into one tract when the subdivision or grouping is deemed advantageous for conservation or sale purposes.

**WHEREAS,** the County Board recognizes that the following parcels are advantageous to be grouped into one tract for sale purposes, as follows: Tract 2 will include parcels 05-475-0350, 05-475-0410, Tract 13 will include parcels 74-410-0125, 74-410-0115; Tract 23 will include parcels 94-450-0022 and 94-450-0041.

**NOW THEREFORE BE IT RESOLVED,** that the Notice of Tax-Forfeited Land Sale be given by publication in the official newspaper and website of the County as provided by law, that the parcels of land will be sold by online auction at publicsurplus.com and that a primary sale shall commence at 10:00 AM on Monday, December 15, 2025, and conclude on Wednesday, January 17, 2026, at 10:00 AM. A secondary sale shall commence at 10:00 AM on Tuesday, January 20, 2026, and conclude at 10:00 AM on Wednesday, February 4, 2026, as provided by the terms of sale.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

Administrator

## TERMS OF SALE FOR 2025 ITASCA COUNTY TAX-FORFEITED PROPERTIES

NOTICE IS HEREBY GIVEN, The Itasca County Board of Commissioners has provided terms for sale of parcels of land forfeited to the State of MN for nonpayment of taxes, and such parcels shall be sold on the following terms, to wit: All listed properties will be sold to the highest bidder at auction in two online auction periods. Bidding will begin at and must first be offered at an Estimated Market Value Auction for 30 days and if not sold, then offered at a Minimum Bid Auction, during the second auction period. Minimum Bids will include the sum of delinquent taxes, special assessments, penalties, interests and costs assigned to the parcel. The county reserves the right to reject any or all bids and to reject any bidder who has defaulted on a previous land sale contract or is a prohibited buyer or bidder as defined on a land sale contract or is a prohibited buyer or bidder as defined in the Terms and Conditions. Itasca County may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.

Kory Cease, Itasca Co. Land Commissioner    Austin Rohling, Itasca Co. Auditor/Treasurer

## RESOLUTION OF COUNTY BOARD AUTHORIZING AND FIXING THE TERMS OF SALE

**WHEREAS**, the County Board approves tax-forfeited lands and list of said lands has been filed with the County Auditor, and

**WHEREAS**, the County Board is by law designated with authority to provide for the sale of such tax-forfeited lands on terms included in the Notice of Sale and said lands have been duly classified for sale, now

**WHEREAS,** MS Section 282.01, sub.1, para. (e) provides that the county board may designate the tracts as assessed and acquired or may by resolution provide for the subdivision of the tracts into smaller units or for the grouping of several tracts into one tract when the subdivision or grouping is deemed advantageous for conservation or sale purposes.

**WHEREAS,** the County Board recognizes that the following parcels are advantageous to be grouped into one tract for sale purposes, as follows: Tract 2 will include parcels 05-475-0350, 05-475-0410, 05-475-0420, 05-475-0430; Tract 13 will include parcels 74-410-0125, 74-410-0115; Tract 23 will include parcels 94-450-0022 and 94-450-0041.

**THEREFORE, BE IT RESOLVED**, that the Notice of Tax-Forfeited Land Sale be given by publication in the official newspaper and website of the County as provided by law, that the parcels of land will be sold by online auction at publicsurplus.com and that a primary sale shall commence at 10:00 AM on Monday, December 15, 2025, and conclude on Wednesday, January 17, 2026, at 10:00 AM. A secondary sale shall commence at 10:00 AM on Tuesday, January 20, 2026, and conclude at 10:00 AM on Wednesday, February 4, 2026, as provided by the terms of sale.

**<u>TERMS AND CONDITIONS OF SALE</u>**

1. **WITHDRAWAL:** The right to withdraw or add any properties to this list is hereby reserved by the Itasca County Land Commissioner.
2. **BIDDING PROCESS**
   A. **PROCESS:** All listed properties will be sold to the highest bidder at auction in two online auction periods, properties will first be offered at an Estimated Market Value (EMV) Auction and if not sold, then offered at a Minimum Bid Auction. Bidding will begin at and must be sold at no lower than the property value specified with the tract number on the list for each auction. If a property is not sold during the EMV Auction period, it will then be offered at the Minimum Bid Auction period. The county reserves the right to reject any or all bids and to reject any bidder who has defaulted on a land sale contract or is a prohibited buyer or bidder as defined on a land sale contract or is a prohibited buyer or bidder as defined below. Itasca County may pursue all legal remedies allowed by law against any bidder who fails to make payment for a winning bid.
   B. **SALES:** All sales are final, and no refunds or exchanges are permitted.
   C. **ERRORS:** Buyer agrees to fully cooperate in adjusting for clerical or scrivener's errors on any documents that are part of this transaction, including, but not limited to, errors related to the amount of the purchase price.
   D. **FORMER OWNERS:** Prior to public auction of a property or initiation of state condemnation proceeds of a property withheld from sale, a property may be repurchased by payment of the sum of all delinquent taxes and assessments computed under section 282.251, together with penalties, interest and costs that accrued or would have accrued if the parcel of land had not forfeited. A property repurchased under this subdivision is no longer subject to the requirements of sections 282.005 and 282.007. All rights and interests of all interested parties remain unaffected if a property is repurchased.
   E. **FEES:** The County Auditor shall charge and collect in full at the time of sale for the State of Minnesota an assurance fee of 3% of the total sale price of the land, timber and structures. Additional fees are required for closing such as recording fees, deed fees, and deed taxes, which will be due at the time of closing.
   F. **PAYMENT:** For each property sold, closing fees, terms and conditions will be provided and invoiced prior to the time of closing. Payment must be made by certified funds if the buyer has ever made payment that has been returned for non-sufficient funds (NSF).
   G. **BID DEPOSIT:** A $500 refundable electronic wire bid deposit is required for all bidders through Public Surplus and will apply to all tracts within an auction. You will only need to send in one deposit in the amount of $500 to participate in all of the county's auctions for this particular sale. Please see below for more information regarding sending in your deposit. Please be advised that Public Surplus (PayMac) will be collecting and processing your bid deposit; however, Itasca County will be collecting the final payment for the auction. This deposit is non-refundable upon <u>default</u> of any winning bid. The $500 bid deposit will not be credited toward your final payment to Itasca County.
   H. **BID DEPOSIT WIRE TRANSFER INSTRUCTIONS:** Please note that these instructions can be used to remit **<u>only your bid deposit</u>** to PayMac. In the Memo section of the wire, you **MUST** put <u>Bid Deposit Itasca County</u> first, then <u>your name or user ID</u> (Not Company Name). Write the full name of the Auction and not Auc, as Auc will cause the bank to hold the wire. Failure to do this can result in delaying the payment for these items or having the wire sent back to your bank. Please be sure you double check the amount of your payment before you send the wire transfer as the wrong amount will cause significant delay or the payment may be returned to your bank. There may be additional charges from third-party financial institutions to complete a wire transfer. You will be responsible for any and all charges related to wire transfers. PayMac and or Itasca County will not be liable for these charges. If you would like your Bid Deposit returned by ACH Transfer, to avoid any potential wire transfer fees, please reach out to Buyer's Support Chat, located on the home page of Public Surplus at the end of the auction.

Wire requests are received Monday - Friday, 9 am - 5 pm. Your deposit may take up to 48 business hours to be processed. Once your payment has been processed you will receive receipt of your payment by email. **Please make sure to contact buyer support via chat after the payment is submitted to ensure that Public Surplus can get your user account added to the bidder list as soon as possible.** If you have any additional questions or assistance with this process, please contact us using the chat function. International Wires or ACH Payments will not be accepted.

I. **BUYER WIRE INSTRUCTIONS:**
Name of Account Wire Is Being Sent To: PayMac, Inc.
Routing Number: 124001545
Account number: 102908156
Company Information: PayMac, Inc.
Mailing address: 2520 Saint Rose Parkway, Ste 214, Henderson, NV 89053
Bank Information: Chase Bank, 1115 S 800 E, Orem, UT 84097

3. **ASSESSMENTS:** Properties offered for sale may be subject to unpaid assessments. Before purchasing, prospective buyers should consult the City/Town Clerk for all locations, in respect to any unpaid assessments that may exist and may be added back on after purchase. Any municipality or other public authority is authorized to make a reassessment or a new assessment to a property in an amount equal to the remaining unpaid original assessment at the time of forfeiture Minnesota Statute § 429.071, Subd. 4 and 435.23. Any assessments against the properties for public improvements that were levied after the properties forfeited to the State shall be assessed against the properties and paid for at the time of purchase, pursuant to Minnesota Statute § 282.01, Subd. 3.
4. **REAL ESTATE TAXES:** Forfeited property that is repurchased, or sold at a public or private sale, on or before December 31 of an assessment year shall be placed on the assessment rolls for that year's assessment, pursuant to Minnesota Statutes § 272.02, Subd. 38(c). If a purchase is made before December 31, taxes will be payable for the following year.
5. **ZONING:** Properties sold through this auction are subject to local zoning ordinances. Contact your local zoning administrator to obtain copies of these ordinances. No structure or part thereof shall be erected, constructed, moved or structurally altered, and no land shall change in use until the local zoning authority has approved and issued a permit, if applicable. Itasca County makes no warranty that the properties are "buildable". It is the sole responsibility of the prospective buyers to be fully informed prior to purchasing, and the county encourages prospective buyers to contact the local land use and zoning authorities where the properties are located for information about building codes, zoning laws, or other information that affect the properties.
6. **PROPERTY BOUNDARIES:** Property boundaries shown on any web or paper maps provided by the county are for reference only and are subject to change. Prospective buyers should consult licensed surveyors to determine legal boundaries. Itasca County is not responsible for locating or determining property lines or boundaries.
7. **NOTICE OF AWARD:** Successful bidders will receive a "Notice of Award" by email from PublicSurplus.com.
8. **PUBLIC SURPLUS:** Requires a 5% Buyers Premium fee for transactional services. A bid deposit is also required when registering as a bidder for the online auction.
9. **PROPERTY CONDITION:**
   A. **SOLD "AS IS":** All land and improvements are sold "as is" and may not conform to local building and zoning ordinances. Itasca County makes no warranties that the land is "buildable", or as to the condition of any buildings, wells, septics, soils, roads or any other thing on the tract. All tracts are 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 103.235 and any associated liabilities. No representation is made as to the condition of the structure, its fixtures or contents, or their suitability for any particular use. It is the sole responsibility of prospective buyers to be fully informed prior to purchasing. Buyers are encouraged to contact the local land use and zoning authority where the properties are located for information about

building codes, zoning laws, or other municipal information that may affect a property. Buyers will be required to sign the "Buyer's 'As Is' Addendum" as part of the Terms of Sale, which will be available for review prior to the auction.

B. **GUARANTEE WAIVER:** Itasca County makes no warranty, guaranty or representation of any kind, expressed or implied, as to the condition, usability, value, merchantability, authenticity, or fitness for any purpose of the property offered for sale. Buyer is not entitled to any payment of loss or profit or any other money damages, including but not limited to special, direct, indirect, or consequential damages.

C. **NO DESCRIPTION WARRANTY:** Itasca County is not responsible for any omissions or errors in description of items being offered for sale. It shall be the bidder's responsibility to inspect and satisfy themself as to the details and conditions of the item offered before entering a bid. Itasca County does not attest to the authenticity of any items.

D. **TESTING:** Buyers are able to obtain authorization from Itasca County to perform soil testing, at their own expense, before purchasing a property. The sale will not be rescinded if soil problems of any type are discovered after the sale.

E. **INSPECTION:** Bidders may inspect the property prior to bidding. Please contact the Itasca County Land Department at 1177 LaPrairie Avenue, Grand Rapids, MN 55744; phone 218-327-2855 or email RealEstate@co.itasca.mn.us to arrange to see the property for such an inspection.

F. **LEAD:** Some properties may present exposure to lead form lead-based paint that may place young children at risk of developing lead poisoning. If bidder is interested in purchasing a single-family dwelling built prior to 1978, bidders have the right to conduct a risk assessment or inspection for lead-based paint hazards at the bidder's expense, at least ten (10) days before the sale date. Please contact the Itasca County Land Department at 1177 LaPrairie Avenue, Grand Rapids, MN 55744; phone 218-327-2855 or email RealEstate@co.itasca.mn.us to arrange a time to conduct such assessment or inspection.

G. **RADON WARNING STATEMENT:** The Minnesota Department of Health strongly recommends that ALL homebuyers have an indoor radon test performed prior to purchasing or taking occupancy and recommends having the radon levels mitigated if elevated concentrations are found. Every buyer of an interest in residential real property is notified that the property may present exposure to dangerous levels of indoor radon gas that may place the occupants at risk of developing radon-induced lung cancer. Radon, a Class A human carcinogen, is the leading cause of lung cancer in non-smokers and the second leading cause overall. The seller of any interest in residential real property is required to provide the buyer with any information on radon test results of the dwelling. Itasca County has not performed and is not aware of any radon testing on properties offered for sale unless otherwise noted. The county will provide a copy of the Minnesota Department of Health's "Radon in Real Estate Transactions" publication to any buyer of residential tax-forfeited property.

H. **TITLE:** Neither Itasca County nor the State of Minnesota warrants the condition of title. Buyer will receive documentation regarding purchase at the time of sale and/or the Commissioner of Revenue will issue a deed from the State of Minnesota after full payment is made. Tax forfeiture will create a break in the chain of title. SELLER CONVEYS NON-WARRANTIED TAX TITLE, and the services of an attorney may be necessary to make the title marketable.

I. **HAZARD MATERIALS INDEMNIFICATION:** The buyer shall indemnify Itasca County and/or the State of Minnesota for environmental contamination arising or resulting from the buyer's use and occupancy of the purchased property.

J. **HISTORY:** Itasca County makes no representations regarding the history or condition of the properties offered for sale. It is the buyer's sole responsibility to research the history and condition of any property that buyer wishes to purchase.

10. **MORTGAGES AND OTHER LIENS:** All sales are subject to existing leases, easements, deed restrictions, covenants, dedications, and rights-of-way holders. Regarding unsatisfied recorded mortgages and other liens; it is advised that all buyers consult a real estate attorney prior to

purchasing tax-forfeited properties with unsatisfied mortgages and/or other liens held against them. Some mortgages and liens, other than Federal and State Liens, may be canceled at forfeiture but may be re-instated after sale. It is the solely the responsibility of each potential Buyer to thoroughly research such information and to check with any mortgage or lien holders on the property.

11. **WETLANDS AND FLOODPLAINS:** Itasca County has not performed any wetland delineation on properties offered for sale, unless otherwise noted. No refunds will be made due to presence of wetlands, floodplains, or any other environmental condition that may be present. It is the buyer's sole responsibility to research, inspect, and review a property prior to purchasing.
12. **RESTRICTIVE COVENANTS:** Some non-platted properties listed for sale may contain non-forested marginal land or wetlands as defined in Minnesota Statutes. The deed for these properties will contain a restrictive covenant, which will prohibit enrollment of the properties in a state funded program providing compensation for conservation of marginal land or wetlands. Notice of the existence of non-forested marginal lands or wetlands will be available to prospective buyers upon request.
13. **MINERAL RIGHTS:** All minerals and mineral rights are sold to the State of Minnesota upon forfeiture and are retained by the state when a tax-forfeited property is conveyed.
14. **LEGAL COUNSEL:** In order to protect your legal interests, it is recommended that buyers consult with a real estate attorney regarding title issues, boundary issues, assessments, mortgages and other legal matters.
15. **ACCESS:** ITASCA COUNTY MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES WITH RESPECT TO LEGAL ACCESS TO TAX-FORFEITED PROPERTIES OFFERED FOR SALE. ALL PROPERTIES ARE SOLD AS IS, WITHOUT WARRANTIES OR REPRESENTATION OF ANY KIND.
16. **DEFAULT:** Default shall include 1) failure to observe these terms and conditions; or 2) failure to make good and timely payment; default may result in termination of the bid contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Itasca County may exercise such rights and pursue such remedies as are provided by law.
17. **ACCEPTANCE OF TERMS AND CONDITIONS:** By submitting a bid, a bidder agrees that the bidder has read, fully understood, and accepted these Terms and Conditions of online sales, and agrees to pay for, if the bid is accepted, by the dates and times specified. Itasca County does not discriminate on the basis of race, color, national origin, sex, religion, age or disability in employment and the provision of services. Prospective bidders who require special accommodations to participate in this sale should inform the Real Estate office as soon as possible and more than three (3) working days before the sale. You may write to the return address shown on this notice or call telephone number 218-327-2855 or TDD 218-327-2806 or 218-327-2847. Questions regarding the sale should be directed to Itasca County Land Department Real Estate Office, 1177 LaPrairie Avenue, Grand Rapids, MN 55744 (telephone 218-327-2855). RealEstate@co.itasca.mn.us The land sale list is also available on-line at https://www.co.itasca.mn.us/304/Real-Estate
18. **UNSOLD TRACTS:** If a property cannot be sold under Section 282.005 for more than the minimum bid, the state is deemed to have purchased the property through a credit bid and the parcels may be disposed of as otherwise provided in M.S. Chapter 282.

# ITASCA COUNTY TAX-FORFEITED EMV AUCTION FOR TAX FORFEIT YEAR 2025

## PLATTED

| TRACT | ACRES | PID | ADDRESS / LOCATION | DSDESC | SEC-TWP-RGE | EMV |
|---|---|---|---|---|---|---|
| 2+ | 0.48 | 05-475-0350 | CR 87, COHASSET (NW 3rd Street) | LOTS 5-7 BLK C, AND W 1/2 VAC N/S ALLEY | 10-055-26 | $ 9,900.00 |
| | 0.33 | 05-475-0410 | | LOT 1-2 BLK D | 10-055-26 | |
| | 0.30 | 05-475-0420 | | LOTS 3-4 BLK D | 10-055-26 | |
| | 0.47 | 05-475-0430 | | LOTS 5-7 BLK D | 10-055-26 | |
| 3 | 0.07 | 06-420-0320 | CR 753 - GREEN ROCK ROAD | LT 31 BLK 3 | 24-060-22 | $ 400.00 |
| 6 | 0.34 | 18-550-1140 | BETWEEN CR 12 & POLK STREET, PENGILLY | LOT 3-BLK 11 | 13-056-23 | $ 7,200.00 |
| 7 | 0.09 | 31-410-5010 | US HWY 71, W OF HOUPT, MN - DEXTERVILLE PLAT | LOTS 1-4 INC NO HW #71BLK 5 | 19-150-29 | $ 500.00 |
| 11 | 0.15 | 63-460-0090 | CR 485 - CRYSTAL SPRINGS LOOP RD | LOT 74 LYG N OF PUBLIC ROAD | 12-054-26 | $ 200.00 |
| 13+ | 1.74 | 74-410-0125* | 51308 US HWY 2 DEER RIVER MN 56636 | LOT 4 LYG N OT TH 2 BLK A | 02-144-26 | $ 106,200.00 |
| | 1.27 | 74-410-0115 | N & S OF ST HWY 2 - BALL CLUB | LOT 3 LESS TH 2 BLK A | 02-144-26 | |
| 15 | 0.16 | 90-420-0460* | E CORNER OF ST HWY 1 & NW 1ST AVE, EFFIE | LOT 8 BLK 4 | 23-062-26 | $ 20,800.00 |
| 16 | 0.17 | 91-490-0632* | 914 CLOVER LN, GRAND RAPIDS MN 55744 | LOT 17-BLK 6 | 28-055-25 | $ 87,000.00 |
| 18 | 0.11 | 92-440-1140* | 230 E TACONITE AVE, KEEWATIN MN 55753 | ALL OF LOT 17 E 1/2 OF LOT 18 BLK 11 | 25-057-22 | $ 61,000.00 |
| 19 | 0.13 | 93-420-0620 | CURVE ON TWO RIVERS ST, S OF RR, LaPRAIRIE | ALL H/W S 75' OF LOTS 7-8 BLK 6 | 26-055-25 | $ 1,600.00 |
| 20 | 0.02 | 93-420-0630 | | ALL H/W S 19' OF LOTS 7-9 BLK 6 | 26-055-25 | $ 1,300.00 |
| 21 | 0.15 | 93-420-0640 | | ALL H/W BAL LOTS 7-8 BLK 6 | 26-055-25 | $ 1,800.00 |
| 22 | 0.28 | 94-420-0440* | 501 ALICE AVE, MARBLE MN 55764 | LOTS 13-14 BLK 4 | 19-056-23 | $ 190,900.00 |
| 23+ | 0.37 | 94-450-0022 | BETWEEN US 169 & FAYETTE RD, MARBLE | LOT 2 N OF NEW RIGHT OF WAY OF STATE HWY | 19-056-23 | $ 8,700.00 |
| | 1.59 | 94-450-0041 | | LT 3 N OF HWY 169 | 19-056-23 | |
| 24 | 0.14 | 95-440-1202* | 302 1ST ST, NASHWAUK MN 55769 | LOTS 1-2-BLK 12 | 32-057-22 | $ 34,600.00 |
| 25 | 0.27 | 92-460-0620* | 214 S 2ND ST, KEEWATIN MN 55753 | LOTS 4-7, BLK 6 | 25-57-22 | $ 57,800.00 |

## UNPLATTED

| TRACT | ACRES | PID | ADDRESS / LOCATION | DSDESC | SEC-TWP-RGE | EMV |
|---|---|---|---|---|---|---|
| 4 | 1.33 | 07-022-1303 | ST HWY 38 - N OF BIGFORK | 2 A IN S PART OF SW NE E OF HWY 38 | 22-061-26 | $ 8,100.00 |
| 5 | 2.13 | 10-027-3403* | 13714 STATE HWY 1, COOK MN 55723 | REV DESC NO 1 OF SE-SW | 27-062-22 | $ 29,300.00 |
| 9 | 39.95 | 37-033-2300 | W of CR 448 | SW NW | 33-053-24 | $ 33,900.00 |
| 10 | 1.00 | 62-034-1302* | 31658 RICE RAPIDS RD, EFFIE MN 56639 | S 208 FT 9 IN OF W 208 FT 9 IN OF THE | 34-062-25 | $ 14,400.00 |
| 12 | 2.64 | 65-024-3407* | 34522 CLEARWATER RD, GRAND RAPIDS MN 55744 | E 200' OF SE-SW LYG N OF SAR 60 | 24-057-26 | $ 145,700.00 |

* Special Assessments may be reinstated upon sale of property. Verified with municipality.
+ Parcels are combined into one tract, but will require a separate check for each parcel.

All listed properties will be sold to the highest bidder at auction in two online auction periods. Properties will first be offered at an Estimated Market Value (EMV) Auction and if not sold, then offered at a Minimum Bid Auction. EMV auction shall begin at 10:00 A.M. on Monday, December 15, 2025, and closes at 10:00 A.M. on Wednesday, January 14, 2026. MinBid Auction shall beginning Tuesday, January 20, 2026, and closes Wednesday, February 4, 2026, at 10:00 A.M.

Tracts shall be sold to the highest bidder at not less than the property value specified, which include the sum of delinquent taxes, special assessments, penalties, interest and costs. If property has not sold at either the EMV or MinBid Auctions, the state is deemed to have purchased the property through a credit bid and the parcels may be disposed of as otherwise provided in Minnesota Statute Chapter 282.

All Land sales are sold as is, without warranties, guarantees, (express or implied), or representation of any kind. Itasca County makes no representations, warranties, or guarantees with respect to access to state tax-forfeited lands sold. However, all land sales are still subject to any/all existing easement(s) of record and right(s)-of-way. Tracts may be repurchased and removed from this listing anytime, prior to the auction. A property repurchased is no longer subject to the requirements of sections M.S. 282.005 and 282.007.
NOTE: All Platted properties are subject to the restrictions as set forth in the plat thereof.

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-196

**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.

Farewell to Shelley LaDoux, whose last day as Legal Office Assistant in the Attorney's Office was November 14, 2025, after 12+ years of service.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

11/18/2025

| | |
|---|---|
| **RESULT:** | **INFORMATIONAL - NO ACTION TAKEN** |

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

Tuesday, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-638

**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 November 19, 2025 in the amount of $1,827,652.46.

**BACKGROUND:**
This one brought forward to this meeting as 11/12/2025 meeting was canceled.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **SECONDER:** | Commissioner Terry Snyder |
| **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, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-98

**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 November 19, 2025, in the amount of $876,255.98.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

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

VI.4.

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-628

**DEPARTMENT:** Administrative Services **TIME REQUESTED:** 5 Minutes
**PRESENTER:** Administrator Skyles

**AGENDA ITEM:**
2026 Legislative Priorities

**BOARD ACTION REQUESTED:**
Discuss Legislative Priorities for 2026.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**
1. 2025 Legislative Priorities FINAL

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

ITASCA COUNTY
Courthouse
Administrative Services
123 NE 4th Street
Grand Rapids, MN 55744-2600
Office (218) 327-7363 Fax (218) 327-2848

# Itasca County
# 2025 Legislative Priorities
# FINAL

- Canisteo Mine Pit Continued O & M Costs
- Hwy 169 – Support efforts for double lane completion
- Increase PILT Reimbursement, Emphasis on Lakeshore Property PILT
- Appropriate reimbursement on ICWA funding based on costs and utilization
- EMS Funding
- Lift Nuclear Moratorium/Energy Transition – Include Biomass as Carbon Neutral
- New Business Economic Development/Investment – Recent Leg Impacts
- Recreation Enforcement State Funding Process
- Tax Forfeiture and Funding

For Legislative Discussion:

Wolf Management and Economic Impact

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

Tuesday, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-633

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

**AGENDA ITEM:**
Schedule of Itasca County Board Meetings

**BOARD ACTION REQUESTED:**
Adopt the Resolution Re: Year 2026 Schedule of Itasca County Board Meetings.

**BACKGROUND:**

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:** None

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner Cory Smith |
| **SECONDER:** | Commissioner Terry Snyder |
| **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, November 18, 2025

# RESOLUTION 2025-56

## RE: YEAR 2026 SCHEDULE OF ITASCA COUNTY BOARD MEETINGS

**WHEREAS,** the Itasca County Board of Commissioners performs their duties as outlined in M.S. 375 and/or other statutes pertaining to the responsibilities of the Board; and

**WHEREAS,** the Itasca County Board of Commissioners conducts County Board meetings within the statutory limitations put forward in M.S. 13D, commonly known as the "Open Meeting Law", and

**WHEREAS,** it is the intent of the Itasca County Board of Commissioners to give notice to the citizenry, the employees, and/or others notice of their meetings; and

**WHEREAS,** regular sessions are scheduled at 2:30 PM on the first through fourth Tuesdays of each month, except in December, unless the usual date is on a holiday, or a special meeting is scheduled with notice as outlined by M.S. 13D, in the Boardroom of the Itasca County Courthouse.

**NOW THEREFORE BE IT RESOLVED,** that the Itasca County Board of Commissioners adopts the following schedule for the year 2026:

Tuesday, January 13, 2026
Tuesday, January 20, 2026
Tuesday, January 27, 2026
Tuesday, February 3, 2026
Tuesday, February 10, 2026
Tuesday, February 17, 2026
Tuesday, February 24, 2026
Tuesday, March 3, 2026
Tuesday, March 10, 2026
Tuesday, March 17, 2026
Tuesday, March 24, 2026
Tuesday, April 7, 2026
Tuesday, April 14, 2026
Tuesday, April 21, 2026
Tuesday, April 28, 2026
Tuesday, May 5, 2026
Tuesday, May 12, 2026
Tuesday, May 19, 2026
Tuesday, May 26, 2026
Tuesday, June 2, 2026
Tuesday, June 9, 2026
Tuesday, July 7, 2026
Tuesday, July 14, 2026
Tuesday, July 21, 2026
Tuesday, July 28, 2026
Tuesday, August 4, 2026
Tuesday, August 11, 2026
Tuesday, August 18, 2026
Tuesday, August 25, 2026
Tuesday, September 1, 2026
Tuesday, September 8, 2026
Tuesday, September 15, 2026
Tuesday, September 22, 2026
Tuesday, October 6, 2026
Tuesday, October 13, 2026
Tuesday, October 20, 2026
Tuesday, October 27, 2026
Tuesday, November 3, 2026
Tuesday, November 17, 2026
Tuesday, November 24, 2026
Tuesday, December 1, 2026
Tuesday, December 15, 2026

Tuesday, June 16, 2026
Tuesday, June 23, 2026

**BE IT FURTHER RESOLVED** that the Year 2026 Organizational Meeting will be held on Tuesday, January 6, 2026, at 2:30 PM, pursuant to M.S. 375.07.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-643

**DEPARTMENT:** Administrative Services **TIME REQUESTED:** 5 Minutes
**PRESENTER:** Chair Venema

**AGENDA ITEM:**
Office of Job Training

**BOARD ACTION REQUESTED:**
Discuss Office of Job Training

**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, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-644

**DEPARTMENT:** Administrative Services **TIME REQUESTED:** 5 Minutes
**PRESENTER:** Chair Venema

**AGENDA ITEM:**
Northern Counties Coalition

**BOARD ACTION REQUESTED:**
Discuss Northern Counties Coalition

**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, November 18, 2025

## REQUEST FOR BOARD ACTION: RBA-2025-639

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

**AGENDA ITEM:**
Statewide Affordable Housing Aid (SAHA)

**BOARD ACTION REQUESTED:**
Allocate the 2023 ($129,700) SAHA and 2024 ($129,700) SAHA dollars to the Itasca County Housing and Redevelopment Authority (ICHRA) Community Land Trust (CLT) homes program project, and commit the 2025 ($55,312) SAHA and 2026 ($67,765) SAHA dollars to future ICHRA CLT projects.

**BACKGROUND:** Statewide Affordable Housing Aid helps counties develop and preserve affordable housing within their jurisdictions. Aid was first paid in 2023. Funds from this aid program must be spent on a qualifying project by December 31st of the fourth year after the aid was received.

Qualifying projects include:

- Emergency rental assistance for households earning less than 80% of area median income as determined by the United States Department of Housing and Urban Development.
- Financial support to nonprofit affordable housing providers in their mission to provide safe, dignified, affordable, and supportive housing.
- Construction, acquisition, rehabilitation, demolition or removal of structures, construction financing, permanent financing, interest rate reduction, refinancing, and gap financing of housing to provide affordable housing for households that have incomes not exceeding:
    - **For homeownership projects**, 115% of the greater of state or area median income as determined by the United States Department of Housing and Urban Development

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**
1. CLT - SAHA Eligibility Memo

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner Terry Snyder |

| | |
|---|---|
| **SECONDER:** | Commissioner Cory Smith |
| **AYES:** | Cory Smith, Terry Snyder, John Johnson, Larry Hopkins, Casey Venema |

# MEMO

To: Interested Parties regarding the use of Statewide Affordable Housing Aid (SAHA)

From: Isaac Meyer, Special Projects Program Director, ICHRA

Date: November 6, 2025

**Subject: SAHA - Eligibility Determination for ICHRA's For-Sale New-Construction Community Land Trust Homeownership Program**

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**Eligibility of use**
The Itasca County Housing and Redevelopment Authority's (ICHRA) Community Land Trust (CLT) homeownership program **is eligible for funding through the SAHA program** as:

1. *Such use is statutorily permitted*, per §477A.36: "(a) Qualifying projects shall include: [...] (4) "projects designed for the purpose of construction, acquisition, [...] construction financing, permanent financing, [...] and gap financing of housing to provide affordable housing to households".

2. *Such use meets explicit statutory income requirements*: SAHA allows funding for homeownership projects serving households with incomes up to 115% of the greater of state or area median income. The ICHRA homeownership program targets of 80% of statewide median income ($93,600) and is below the statutory ceiling ($134,500).

3. *Such use is statutorily prioritized for funding* under the statute- §477A.36, Subdivision 4: "Projects shall be prioritized that provide affordable housing to households that have incomes that do not exceed, for homeownership projects, 80 percent of the greater of state or area median income."

---

**Discussion: ICHRA for-sale single-family owner-occupied new construction program**
ICHRA's single family development activities are conducted in compliance with applicable state and federal laws and regulations, as well as the requirements of Minnesota Housing's Impact Fund Program, to create new construction single-family owner-occupied housing in Itasca County attainable by working families earning less than $93,600/year or approximately $45/hr. Mortgage costs and escrow for this program's home buyers to date range from $1,250 - $1,650/month and this must cost *at least* 25% of their monthly income at the time of sale.

SAHA funds are explicitly authorized for (1) construction, (2) acquisition, (3) construction financing, and (4) gap financing of housing. The ICHRA program fundamentally conducts those activities in its home building- acquiring land, financing construction, constructing for-sale homes, and providing gap financing.[i]

**Discussion: Loss of entry-level homeownership and new construction spec starter homes**
Homeownership has been the primary and most significant method of wealth creation for American families, since the mid-20th century. Challengingly, none of the top 10 most in-demand jobs in the county have median incomes that can afford the median sale price of existing homes ($249,500 in 2024 and $302,450 in 2025) or the median price of newly constructed home ($534,950) in Itasca County.

According to the Itasca County Board of Realtors, the average home sale price in September 2025 in Itasca County was $353,705. Excluding ICHRA for-sale homes (list prices of $180,000 to $225,000), the 6 new-construction for sale homes on the market in Itasca County had an average price of $559,000 ($755,000 avg for

4-BRs, $610,900 for a 3-BR, and $410,000 avg for 2-BRs). Such homes are 'spec homes,' i.e. a house built on speculation by a builder, without a specific buyer lined up, to be sold once construction is complete. Spec home construction is a fundamental signal of a local market's health and capacity and is significantly reduced from prior periods.

The ICHRA program makes new-construction homeownership financially attainable for local working families through direct funding support provided by Minnesota Housing and private community donors under a Community Land Trust shared equity model. In this shared equity model, the home's sale price is reduced below market, through public and private contributions (e.g. from ~$354,000 cost to build to $225,000 sale price), and in recognition, as enforced by the land trust, the buyer agrees to limit their resale price to 25% of the home's future appreciation.[ii] This permanently preserves the public investment from enriching a single buyer, while still providing equity and wealth building to the buyer, and a much needed new housing unit for a community.

Whether a land trust home is 'affordable' to a buyer is determined wholly by their private lender's determination of mortgage qualification based on their income and creditworthiness.

**Eligibility Criteria for Buyers of ICHRA For-Sale Single-Family New Construction Homes**

- Income Eligibility: A household must have an annual income which does not exceed 80% of State Median Income at the time of closing ($93,600/year). There are no further income restrictions after a household purchases their home.
- Mortgage Capacity: Household must have both income and creditworthiness to obtain a conventional mortgage from a lender for the cost of the home.
- Residency: Where more than 1 household has expressed interest in a particular home, preference must always be given to those residing or working in Itasca County.
- Asset Limitation: Excluding retirement assets, prospective homebuyer(s) may not have liquid assets exceeding $50,000 after closing on the purchase of their home.
- Minimum Monthly Housing Cost: Buyers must have a front-end ratio (housing cost/income) of at least 25%.
- Owner Occupancy: Buyers must occupy the home and cannot rent it.

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[i] According to Minnesota Statutes, Section 477A.36, Subdivision 4(b), "Gap financing is either: (1) the difference between the costs of the property, including acquisition, demolition, rehabilitation, and construction, and the market value of the property upon sale; or (2) the difference between the cost of the property and the amount the targeted household can afford for housing, based on industry standards and practices."

[ii]Note: Improvements made by the owner appreciate 100% to the owner.

Example Scenario: An LPN at Grand Itasca earning $65,000/year purchases a 2-story 3 bedroom home costing $354,000 to build for the price of $225,000 with a conventional mortgage through Woodland Bank costing $1,650/month. In 6 years, the homeowner decides to purchase a larger home for their growing family and to capture more wealth through their homeownership. Their home has appreciated $100,000 since their purchase and they capture 25% of this appreciation ($25,000). They've also built a 2-stall garage worth $30,000. They are able to sell their home for $280,000. This sale, as with the Owner's purchase, will be restricted to households making 80% or less than the state median income.

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-640

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

**AGENDA ITEM:**
Proclamation in Support of the Itasca County Mental Health Court

**BOARD ACTION REQUESTED:**
Accept the Proclamation in Support of the Itasca County Mental Health Court.

**BACKGROUND:**
Our mission is to improve public safety and support stability by connecting individuals facing mental health and addiction challenges to court-supervised treatment. We collaborate with community resources to help participants meet treatment goals, reduce recidivism, and encourage more responsible behavior through greater self-sufficiency and an improved quality of life.

**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, November 18, 2025

## RESOLUTION 2025-49

**RE: Proclamation in Support of the Itasca County Mental Health Court Itasca County/Leech Lake Band of Ojibwe Resolution**

**WHEREAS,** a Joint jurisdiction Mental Health court between Itasca County and Leech Lake Band of Ojibwe operated collaboratively, towards meeting the needs of individuals struggling with significant mental health challenges, instead of using incarceration and probation, to create effective programs for offenders; and it is known that at least 44% and as many as 60% of local jail inmates experience mental illnesses.

**WHEREAS,** with increasing recognition of the impact of mental health in the criminal justice involvement, a dedicated mental health court will be a logical and necessary next step in improving community safety and reducing recidivism by helping community members overcome mental health challenges.

**WHEREAS,** with increasing recognition of the impact of mental health in the criminal justice involvement, a dedicated Mental Health court would be more effective at stopping repeat offenders, producing healthier, law-abiding citizens, improving public safety by reducing crime 8-26% in the community, and saving taxpayer dollars; and

**WHEREAS,** the savings and benefits of mental health courts include more effective interventions, decreased recidivism, safer communities and the court system; and

**WHEREAS,** Itasca County has the support and active participation from all its partners, including the Courts, law enforcement, probation, county attorney's office, human services, and other critical agencies; and

**WHEREAS,** Itasca County applied for a 3-year grant thru the Blandin Foundation, to implement a Mental Health court; and was awarded

**NOW THEREFORE BE IT RESOLVED,** the Itasca County Board of Commissioners supports a Mental Health court program in Itasca County.

| | |
|---|---|
| **RESULT:** | **APPROVED (5 TO 0)** |
| **MOVER:** | Commissioner John Johnson |
| **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 November 18, 2025 and that the same is a true and correct copy of the whole thereof.**

**Administrator**

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-636

**DEPARTMENT:** Recorder **TIME REQUESTED:** 5 Minutes
**PRESENTER:** Nicolle Zuehlke

**AGENDA ITEM:**
Set Fees for Judicial Security Legislation

**BOARD ACTION REQUESTED:**
Approve a fee of $75.00 for each Real Property Notice, Consent to Access, Request to Access and Consent to Terminate received under Minnesota Statute 480.50.

**BACKGROUND:** Effective January 1, 2026, newly enacted Minnesota legislation designates the real property records of judicial officials as private data upon the filing or recording of a certified request by the judicial official or a qualified relation to a judicial official. Minnesota Statute 480.50, Subdivision 6 authorizes the County Recorder or any other governmental entity to charge service fees of up to $75 for specific filings related to judicial security. These include:

- Real Property Notices – under subdivision 3
- Consent to Access and Consent to Terminate under Subdivision 4, paragraph (a), clause (1) and paragraph (e), clause (1)
- Request to Access under subdivision 5

As these requests will require an extensive amount of work by not only the Recorder's Office, but also the Auditor/Treasurer's Office, the Assessor's Office and the Surveyor's office, I am asking for approval to implement the maximum Recorder fee of $75.00 per Judicial Security Legislation documents. All funds received will be deposited into the County Recorder's general fund per statute.

**COUNTY ATTORNEY REVIEW:** N/A

**SUPPORTING DOCUMENTATION:**
1. MN Statute 480.50

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

Office of the Revisor of Statutes

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## 2025 Minnesota Statutes

Authenticate PDF

### 480.50 PERSONAL INFORMATION IN REAL PROPERTY RECORDS.

Subdivision 1. **Definitions.** (a) For the purposes of this section, the following terms have the meanings given.

(b) "County recorder" has the meaning given in section 13.045, subdivision 1, clause (4).

(c) "Government entity" has the meaning given in section 13.02, subdivision 7a.

(d) "Judicial official" has the meaning given in section 480.40, subdivision 1, paragraph (b), except that it does not include: (1) employees of the Minnesota judicial branch, the Office of Administrative Hearings, the Workers' Compensation Court of Appeals, or the Tax Court; or (2) judges or employees in the Department of Human Services Appeals Division.

(e) "Personal information" has the meaning given in section 480.40, subdivision 1, paragraph (c).

(f) "Real property records" means any of the following:

(1) real property records as defined in section 13.045, subdivision 1, clause (5);

(2) Uniform Commercial Code filings and tax liens maintained by the Secretary of State; and

(3) any other records maintained by a county recorder or other government entity evidencing title to, or any lien, judgment, or other encumbrance on, real or personal property.

(g) "Responsible authority" has the meaning given in section 13.02, subdivision 16.

Subd. 2. **Classification of data.** (a) Subject to the provisions of this section, the personal information of all judicial officials collected, created, or maintained in real property records is private data on individuals, as defined in section 13.02, subdivision 12.

(b) If the responsible authority or government entity violates this section, the remedies and penalties under chapter 13 are available only if the judicial official making a claim previously provided a real property notice that complies with subdivision 3. If the subject of the data is the spouse, domestic partner, or adult child of a judicial official who does not reside with the judicial official, the remedies and penalties under chapter 13 are available only if the spouse, domestic partner, or adult child previously provided a notification under subdivision 3 to the responsible authority confirming their status as the spouse, domestic partner, or adult child of a judicial official. In the case of county records, the notification shall be filed with the responsible authority that maintains the personal information for which protection is sought. A notification submitted under this section is private data on individuals, as defined in section 13.02, subdivision 12.

§ Subd. 3. **Notification.** (a) For the classification in subdivision 2 to apply to personal information in real property records, a judicial official must submit a real property notice in writing to the county recorder in the county where the property identified in the real property notice is located and to the Office of the Secretary of State. To affect real property records maintained by any other government entity, a judicial official must submit a real property notice in writing to the other government entity's responsible authority. If the personal information is that of the spouse, domestic partner, or adult child of a judicial official who does not reside with the judicial official, the spouse, domestic partner, or adult child must submit a real property notice. The real property notice is classified as private data on individuals, as defined in section 13.02, subdivision 12. A real property notice must be on a form provided by the judicial branch and must include:

(1) the full legal name of the individual submitting the form;

(2) the last four digits of the individual's Social Security number;

(3) the individual's date of birth;

(4) the individual's telephone number and email;

(5) the residential address of the individual in Minnesota;

(6) the legal description, parcel identification number, and street address, if any, of the real property affected by the notice;

(7) if applicable, the document number and certificate of title number; and

(8) a certification that the individual is a judicial official or the spouse, domestic partner, or adult child of a judicial official that contains the notarized signature of the individual.

(b) A notice submitted by a judicial official employed by the state must include the employer's business address and a verification of current employment signed by the employer's human resources office.

(c) A notice submitted pursuant to this subdivision by a spouse, domestic partner, or adult child of a judicial official not residing with the judicial official must include a notarized verification that the individual is the spouse, domestic partner, or adult child of a judicial official.

(d) Only one parcel of real property may be included in each notice, but an individual may submit more than one notice. A government entity may require an individual to provide additional information necessary to identify the records or the real property described in the notice. An individual submitting a notice must submit a new real property notice if their legal name changes.

Subd. 4. **Access to real property records.** (a) If an individual submits a notice under subdivision 3, the county recorder or other government entity must not disclose the individual's personal information in conjunction with the property identified in the written notice, unless:

(1) the individual has consented to sharing or dissemination of the personal information for the purpose identified in a writing signed by the individual and acknowledged by a notary public;

(2) the personal information is subject to dissemination pursuant to a court order under section 13.03, subdivision 6;

(3) the personal information is shared with a government entity for the purpose of administering assessment and taxation laws;

(4) the personal information is disseminated pursuant to subdivision 5; or

(5) the personal information is shared with the examiner of titles or deputy examiner as necessary to perform their statutory duties under chapters 508 and 508A, including the dissemination of personal information in Reports of Examiner.

(b) This subdivision does not prevent the county recorder from returning original documents to the person who submitted the documents for recording. Each county recorder shall establish procedures for recording documents to comply with this subdivision. These procedures may include masking personal information and making documents or certificates of title containing the personal information private and not viewable except as allowed by this paragraph. The procedure must comply with the requirements of chapters 386, 507, 508, and 508A, and other laws as appropriate, to the extent these requirements do not conflict with this section. The procedures must provide public notice of the existence of recorded documents and certificates of title that are not publicly viewable and the provisions for viewing them under this subdivision. Notice that a document or certificate is private and viewable only under this subdivision or subdivision 5 is deemed constructive notice of the document or certificate.

(c) A real property notice submitted under subdivision 3 shall apply retroactively to all online and digital real property records, but only to the extent the individual submitting the notice provides: (1) for county recorder records, the document number or certificate of title number of each record for which protection is sought, except digitized or scanned tract pages and books; and (2) for other government entity real property records, the parcel identification number of each record for which protection is sought. Otherwise, paragraph (a) applies only to the real property records recorded or filed concurrently with the real property notice specified in subdivision 3 and to real property records affecting the same real property recorded subsequent to the county recorder or other government entity's receipt of the real property notice.

(d) The county recorder or other government entity shall have 60 days from the date of receipt of a real property notice under subdivision 3 to process the request. If the individual cites exigent circumstances, the county recorder or other government entity shall process the request as soon as practicable.

(e) The prohibition on disclosure in paragraph (a) continues until:

(1) the individual has consented to the termination of the real property notice in a writing signed by the individual and acknowledged by a notary public;

(2) the real property notice is terminated pursuant to a court order;

(3) the individual no longer holds a record interest in the real property identified in the real property notice;

(4) the individual is deceased and a certified copy of the death certificate has been filed with the county recorder or other government entity to which a notice was given under subdivision 3; or

(5) the individual who filed a real property notice pursuant to subdivision 3 no longer qualifies for protection under this section because they are no longer a judicial official or the spouse, domestic partner, or adult child of a judicial official. If the individual no longer qualifies for protection under this section, the individual must notify each county recorder or other government entity to which a notice under subdivision 3 was given within 90 days after the individual no longer qualifies for protection.

(f) Upon termination of the prohibition of disclosure, the county recorder shall make publicly viewable all documents and certificates of title that were previously partially or wholly private and not viewable pursuant to a notice filed under subdivision 3.

Subd. 5. **Access to personal information in real property records; title examination.** (a) Upon request, the individual who submitted the real property notice under subdivision 3 shall verify that the individual's real property is the property subject to a bona fide title exam.

(b) The county recorder or other government entity shall provide the unredacted real property records of an individual who submitted a real property notice under subdivision 3 upon request of any of the following persons:

(1) a licensed title insurance company representative, a licensed title insurance agent, a licensed abstractor, or an attorney licensed to practice law in Minnesota;

(2) a mortgage loan originator;

(3) a real estate broker or a real estate salesperson; and

(4) an individual or entity that has made or received an offer for the purchase of real property to or from an individual who submitted a real property notice under subdivision 3 whose address is subject to nondisclosure, provided the request is accompanied by a written consent from the individual.

(c) A request made under paragraph (a) or (b) must be made on a notarized form and include:

(1) the full legal name, title, address, and place of employment, if applicable, of the person requesting the real property records;

(2) the lawful purpose for requesting the real property records;

(3) the requestor's relationship, if any, to the individual who submitted a real property notice under subdivision 3;

(4) the legal description of the property subject to the title examination; and

(5) proof of the requestor's licensure.

(d) Personal information provided under this subdivision may be used only for the purposes authorized in this subdivision or the lawful purposes set forth in the request for disclosure form and may not be further disseminated to any other person. A person receiving private data under this subdivision shall establish procedures to protect the data from further dissemination unless further dissemination is required by law. However, the dissemination of personal information in real property records by a licensed attorney or any employees in the office of the licensed attorney is permitted when reasonably necessary for the provision of legal services.

Subd. 6. **Service fees to county recorder or other government entity.** The county recorder or any other government entity is authorized to charge the following service fees:

(1) up to $75 for each real property notice under subdivision 3;

(2) up to $75 for each consent submitted under subdivision 4, paragraphs (a), clause (1), and (e), clause (1); and

(3) up to $75 for each request submitted under subdivision 5.

These service fees shall not be considered county recorder fees under section 357.18 or registrar of titles fees under section 508.82 or 508A.82 and shall be deposited into the county recorder or other government entity's general fund.

**History:** *2025 c 35 art 9 s 13*

Official Publication of the State of Minnesota
Revisor of Statutes

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

Tuesday, November 18, 2025

# REQUEST FOR BOARD ACTION: RBA-2025-664

**DEPARTMENT:** Transportation **TIME REQUESTED:** 10 Minutes
**PRESENTER:** Karin Grandia

**AGENDA ITEM:**
Rumble Strip Presentation

**BOARD ACTION REQUESTED:**
Authorize the County Engineer to submit a grant application for HSIP funding for a rumble strip project in 2029 or 2030.

**BACKGROUND:**
Rumble strips are a cost-effective way to reduce fatal and serious injuries related to lane departures. MnDOT is providing up to $4 million in HSIP funding in both 2029 and 2030 to reduce lane departure crashes on locally owned roads. These projects will be eligible for 100% federal funding, including full project development and construction administration costs.

**COUNTY ATTORNEY REVIEW:**

**SUPPORTING DOCUMENTATION:**
1. 2025 Rumble Strip presentation

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

# Pilot Rumble Strip HSIP Project

Derek Leuer| Office of Traffic Engineering
Girma Feyissa | State Aid

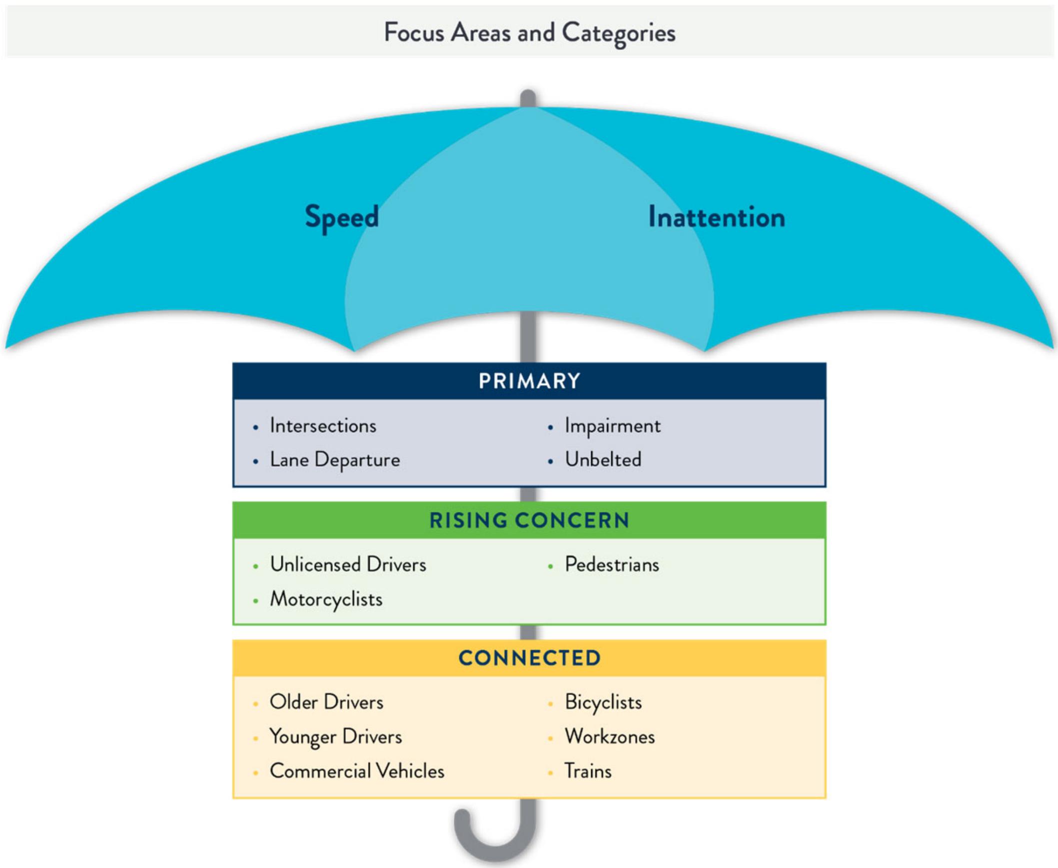
DEPARTMENT OF TRANSPORTATION

mndot.gov

# HSIP – Highway Safety Improvement Program

- Core **<u>Federal</u>** Aid Program - SAFETEA-LU (2005)
- Goal: Reduce K & A Crashes on **all public roads**
- Data-driven, SHSP-aligned, performance-based
- Preference to Low Cost - High Impact solutions
  - A very small program ~ $40m/year Statewide
- **Typically:** 90% Federal, 10% local contribution
- Competitive selection process (***Application ≠ Award)***

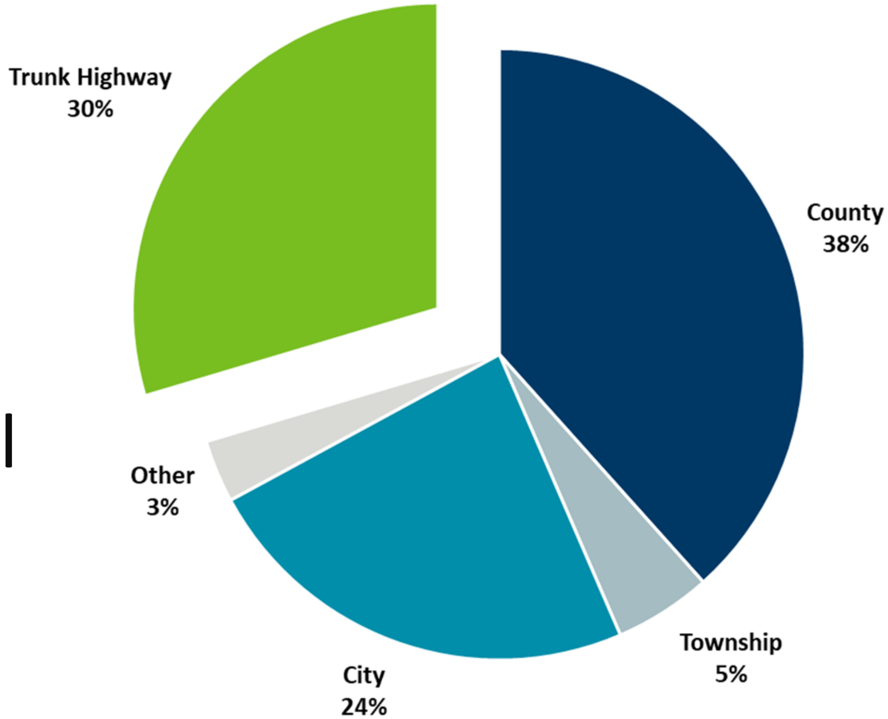
# SHSP: Guiding Our Safety Investments




MN 2025-2029 Strategic Highway Safety Plan

www.mndot.gov/trafficeng/safety/shsp/mn-shsp-2020-24.pdf

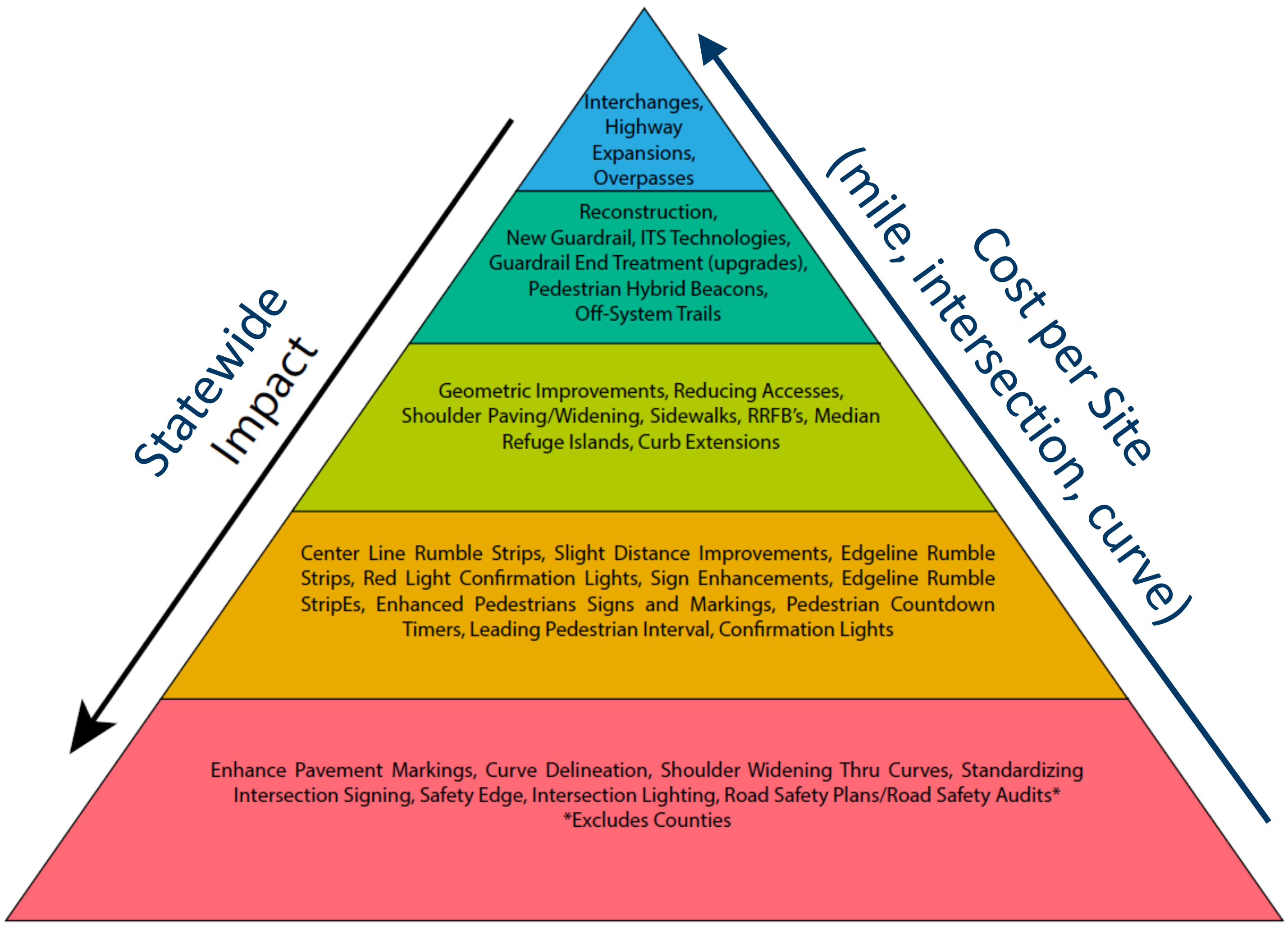
# Fatal and Serious Injuries – 2020-2024



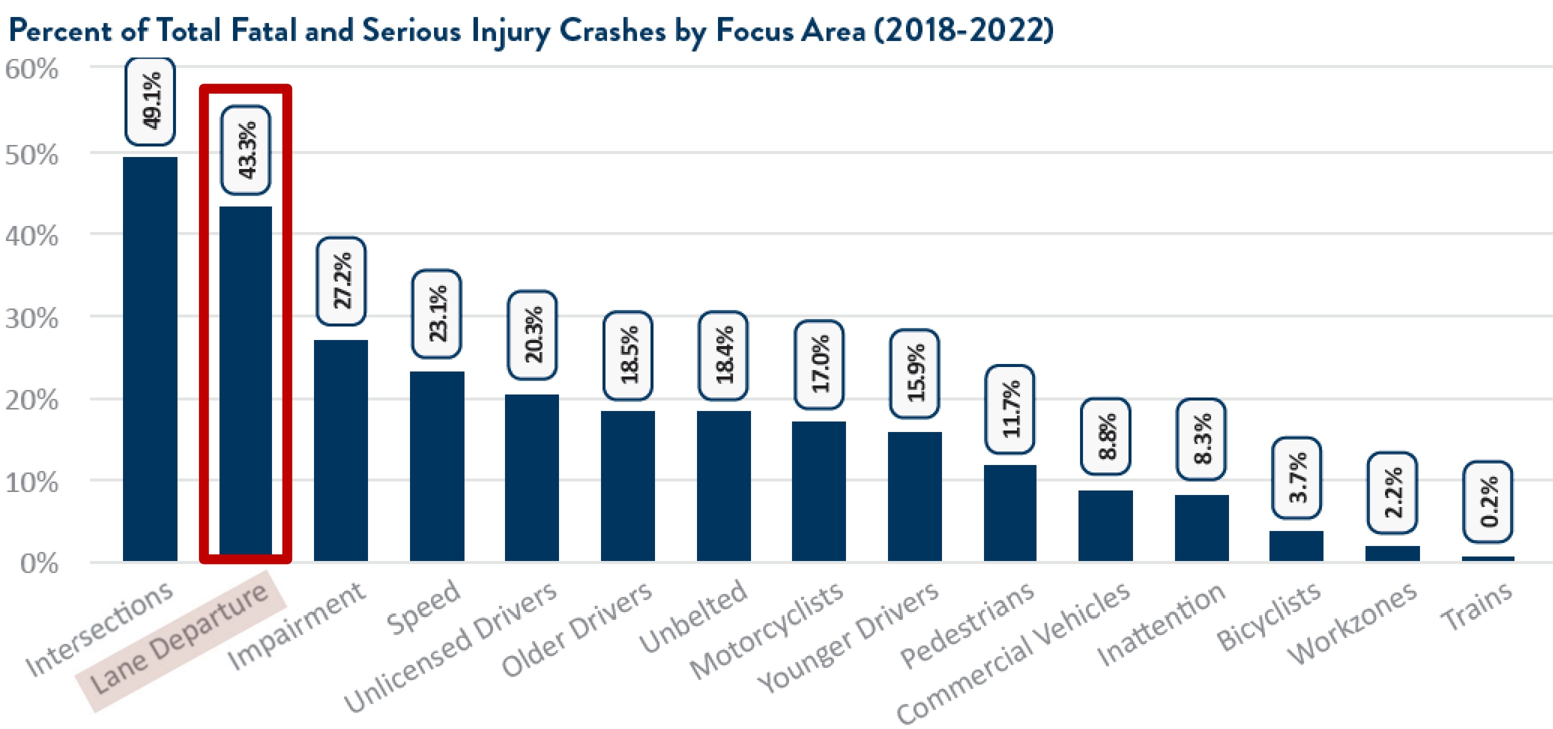

70% Local

Statewide

# Highway Safety Investment Program (HSIP) Impact Pyramid

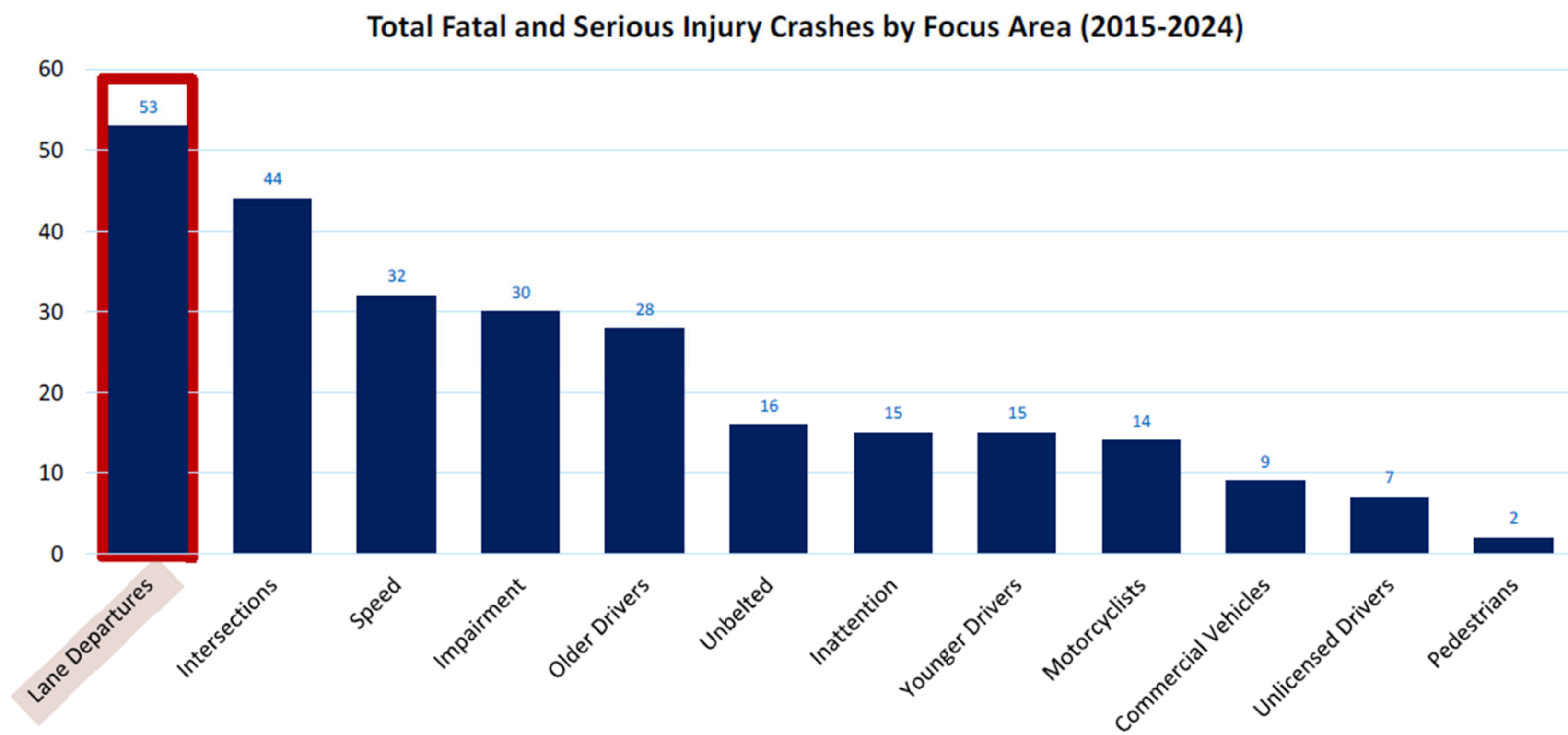


# Special Focus on Lane Departure Crashes?




*Source: Draft Final MN 2025-2029 SHSP*

# Itasca County Focus Areas
# County Owned Roads 2015-2024



## Rumble Stripes, Stripes & Mumbles – What's the difference

- Rumble strips are grooves in the pavement that are placed outside of the white edge line.
- Rumble stripes are grooves in the pavement that are placed on the white edge line
- Mumble strips are a sinusoidal wave pattern cut into the pavement either outside or on the white edge line

# Rumble Strips

## Noise Concerns

- Traditional rumble strips result in a 15 dB increase in interior noise
- MnDOT study found exterior noise near shoulder rumbles
  - 50’ away 82 dB
  - 100’ away 75 dB
  - 200’ away 67 dB
  - 300’ away 62 dB

For reference:

- 80 dB – Heavy truck traffic
- 70 dB – Business office
- 60 dB – Conversational speech

# Mitigation of Noise Concerns

**Methods for Reducing Noise**

- Utilize mumble strips
- Drop mumbles on the inside of corners to reduce “errant” hits

# Pilot Statewide Rumble Strip Project

- **Purpose**
  - Implementation of proven safety countermeasures by local agencies
  - Target lane departure crashes (fatal and serious injuries)
  - Simplify the federal processes

- **Countermeasure -** Rumble strip projects

- **Safety Benefit -** Rumble strips alert drivers, reduce crashes

***Rumble Strips consistently show a 20-50% reduction in severe lane departure crashes!***

# Pilot Statewide Rumble Strip Project

- **Funding**
  - **$4M/year** available in **2029** & **2030** for construction
  - **100% federally funded** (FHWA Provision)
  - **No cost to local agencies**
-
- **Project Delivery – MnDOT Led**
  - Consultant Contract for PE/CE
  - 100% Federally funded

***Rumble Strips and markings are low cost!***
***Typically, a few thousand dollars per mile.***
***We can blanket the system on the highest risk rural roads!***

# What MnDOT will provide:

- **Standardized Packages**
  - Edgeline or Shoulder Rumble Strips
  - Centerline Rumble Strips
  - Both Edgeline/Shoulder & Centerline Rumble Strips
  - Fresh Striping (ground in 6” epoxy) with the rumble strips

- **Preferred Configuration**
  - Combination of centerline + edgeline/shoulder rumble strips
  - Combination of centerline + edgeline/shoulder epoxy striping
  - Flexibility on locations

# Pilot Statewide Rumble Strip Project

**What local agencies will need to provide:**

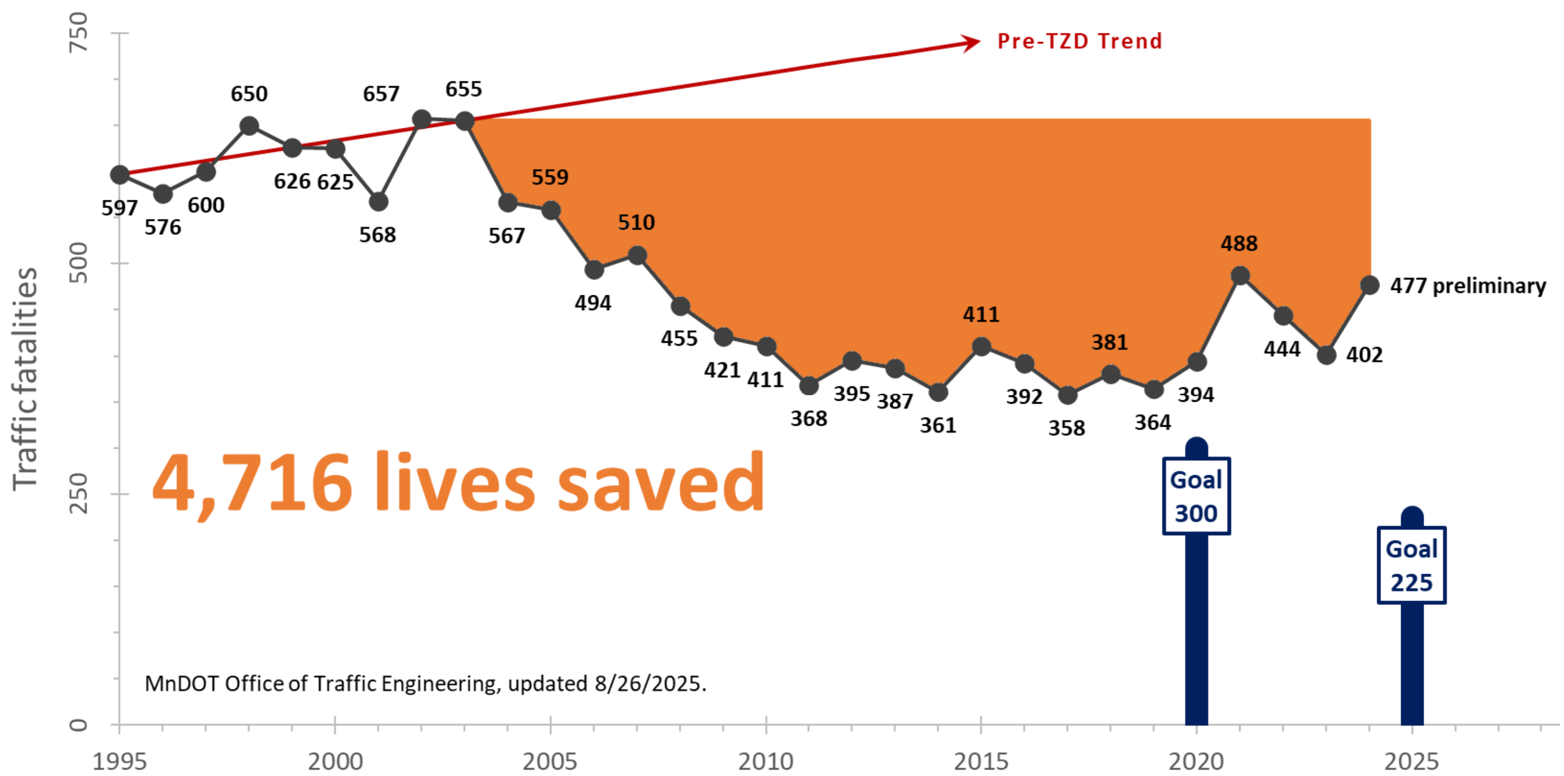
- Provide location maps
- Project Agreement
- Plan review/signature
- Assist with construction coordination
- Inspect completed work and accept

# 2025 Greater Minnesota Application - Timetable

| Dates | Action |
|---|---|
| **09/04/2025** | 2026-2029 SOLICITATION OPENS |
| **September 2025** | Solicitation Open; Application Review available via State Aid |
| **October 2025** | Solicitation Open; Application Review available via State Aid |
| **November 2025** | Solicitation Open |
| **11/26/2025** | **2027-2030 APPLICATIONS DUE to** SafetyProject.DOT@state.mn.us |
| **December 2025** | Selection Committee Scoring |
| **January 2026** | Selection Committee Scoring |
| **02/13/2026** | **FINAL PROJECT AWARD RECOMMENDATIONS** |

Application guides: www.mndot.gov/trafficeng/safety/hsip.html.

# Progress since TZD



# Key Takeaways

- Rumble Strips are covered at 100%
- MnDOT will lead project development and construction administration (no cost to local agencies)
- HSIP is data-driven and outcome-focused
- Low-cost countermeasures = broad impact
- Competitive funding = Effective projects
- Effective projects = Successful Outcomes
- Outcome measured in less people dying and injured
- Applications due 11/26/2025