ITASCA COUNTY
BOARD OF COMMISSIONERS

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

Tuesday, June 9, 2026 | 2:30 PM | Itasca County Boardroom

FINAL

REGULAR SESSION MINUTES

I. CALL TO ORDER

Chair Smith called the meeting to order at 02:30 PM.

Attendee Name	Title	Status	Arrived
Cory Smith	District #1	Present	2:30 PM
Terry Snyder	District #2	Absent	
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: Approve the agenda, as presented.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

IV. MINUTES APPROVAL

V. CONSENT AGENDA

Motion To: Approve the Consent agenda, as presented.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner John Johnson
SECONDER:	Commissioner Casey Venema
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

1. Approve the LELS 598 Collective Bargaining agreement and authorize necessary signatures.
2. Accept resignation of Ken Lundgren from the Water Plan Implementation Committee (WPIC), District 1.
3. Reject bids for SP 031-070-010 HSIP Intersection Lighting.
4. Approve the use of UT 1 funds to purchase a portion of a gravel stockpile.
5. Enter into an agreement with Harris Township outlining responsibilities for each party as they relate to the replacement of the culvert at the intersection of CSAH 3 and Wendigo Park Road and authorize the required signatures on the agreement documents.

6. Approve the agreement between Itasca County and the U.S. Forest Service to allow for Itasca County to crush up to 25,000 tons of gravel in the Jessie Lake Pit and authorize the County Engineer to sign the agreement.

VI. REGULAR AGENDA

1. Employee Recognition

Farewell to Tom Williams, who has retired from his position as Deputy Sheriff/Sergeant in the Sheriffs Department, effected June 1st, 2026.

Farewell to Casey Sharp, who has resigned from her position as Public Health Nurse in the Health and Human Services department, effective June 2nd, 2026.

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**

2. Commissioner Warrants

Motion To: Approve Commissioner Warrants with a check date of June 10, 2026, in the amount of $904,578.84.

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

3. Citizen Input

Dave Holmbeck provided input on the DNR, Scenic State Park, Side Lake & School Trust Lands.

Jake Langeslag provided input on the change in order of Citizen Input, the County Attorney, Service Process and Judge McBroom.

VII. ADMINISTRATOR UPDATE

County Administrator, Brett Skyles, provided an Administrator Update, including Citizen Input order, the 13th Labor Contract being now completed (2025-2027), and next round of negotiations this Fall.

VIII. COMMITTEE REPORTS

Commissioner Hopkins reported on attending an ICTA meeting.

Commissioner Johnson reported on attending Economic Development Association of MN Conference, meetings with Association of MN Counties, Economic and Business development leaders from out of the area.

Commissioner Venema reported on attending a Fair Board Meeting.

Commissioner Smith reported on lots of phone calls & email exchanges with constituents and other county members.

IX. COMMISSIONER COMMENTS

Commissioner Smith provided comment regarding the Squaw Lake Fire Department holding a “Take a Kid Fishing” with a good turnout.

X. CLOSED SESSIONS

XI. ADJOURN

Chair Smith adjourned the meeting at 2:43 PM.

ATTEST

Cory Smith
Chair of the County Board

Brett Skyles
Clerk of the County Board

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

Tuesday, June 9, 2026

REQUEST FOR BOARD ACTION: RBA-2026-444

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

AGENDA ITEM:
2025-2027 Collective Bargaining Agreement LELS 598 FINAL

BOARD ACTION REQUESTED:
Approve the LELS 598 Collective Bargaining agreement and authorize necessary signatures.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION:
1. 2025-2027 Collective Bargaining Agreement LELS 598 FINAL

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

AGREEMENT

BETWEEN

COUNTY OF ITASCA

AND

LAW ENFORCEMENT LABOR SERVICES

Representing:

(Licensed Supervisors)

JANUARY 1, 2025 - DECEMBER 31, 2027

Table of Contents

This agreement, entered into between the County of Itasca, hereinafter referred to as the Employer, and Law Enforcement Labor Services, Inc., Local 598, hereinafter referred to as the Union.

ARTICLE 1. PREAMBLE AND PURPOSE OF AGREEMENT

Section 1.

The intent and purpose of this Agreement is to:

1.1 Express, in written form, the complete Agreement between the parties on hours, wages, and all other conditions of employment.

1.2 Establish orderly procedures for the resolution of disputes.

1.3 Specify the full and complete understanding of the parties.

1.4 Maintain and improve greater individual productivity and quality of services.

1.5 Insure against any interruptions of work and interference with the efficient and effective rendering of service to the public.

The Employer and the Union, through this Agreement, continue their dedication to the highest quality of public service. The parties recognize that this Agreement is not intended to modify any of the authority vested in the Itasca County Sheriff or the Itasca County Board of Commissioners.

ARTICLE 2. RECOGNITION

Section 1.

The Employer recognizes Law Enforcement Labor Services, Inc. as the exclusive representative as certified by the Bureau of Mediation Services, BMS Case No. 25PCL0466 (dated March 28, 2025), for a bargaining unit composed of:

> All supervisory peace officers subject to licensure employed by Itasca County, Grand Rapids, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, and supervisory employees within the meaning of Minn. Stat. 179A.03, subd. 17, excluding confidential employees within the meaning of Minn. Stat. 179A.03, subd.4, and employees of Itasca County Health and Human Services.

Section 2.

The Union recognizes the labor relations representative designated by the Employer as the exclusive representative of the Employer and shall meet and negotiate exclusively with such representative. No agreement covering terms and conditions of employment or other matters made between the Union and the Employer shall be binding upon the Employer or the Union unless the witnessed signature of the Employer’s designated labor relations representative and Union Business Agent is affixed thereon.

Section 3.

The Employer agrees not to enter into any agreements covering terms and conditions of employment with members of the bargaining unit under jurisdiction of this Agreement either individually or collectively which in any way conflicts with the terms and conditions set forth in this Agreement, except through certified representatives as designated in Article 3, Section 5.

ARTICLE 3. UNION SECURITY

Section 1.

In recognition of Law Enforcement Labor Services, Inc. as the exclusive representative:

3.1.1 The Employer shall deduct an amount sufficient to provide the payment of regular dues and/or other Union approved deductions, established by Law Enforcement Labor Services, Inc. from the wages of all employees authorizing, in writing, such deduction on a form mutually agreed upon by the Employer and Law Enforcement Labor Services, Inc.; and the deduction of dues shall commence 30 working days after initial employment with the County, and

3.1.2 The Employer shall remit such deductions to Law Enforcement Labor Services, Inc. with a list of the names of the employees from whose wages deductions were made along with other pertinent employee information preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail.

Section 2.

The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of action taken by the Employer under Article 3, Section 1.

Section 3.

The Union may designate certain employees from within the bargaining unit to act as stewards and shall, within 5 days of such designation, certify to the Employer, in writing, of such choice and the designation of successors to former stewards. The Union shall also certify to the Employer a current list of any non-employee business representative(s) upon execution of this Agreement.

3.3.1 The Employer agrees to recognize stewards certified by the Union as provided in this Section subject to the following stipulations: 3 stewards.

3.3.2 The Employer agrees to allow stewards to interrupt their work for a reasonable amount of time for the purpose of Union business with approval of the Employer and they shall notify the Employer upon resumption of their work. Interruption of work for Union business shall be limited to the investigation and presentation of grievances to the Employer and negotiation sessions with Employer relating to subsequent contracts.

3.3.3 Non-Employee business representatives of the Union, previously certified to the Employer as provided herein, may, with approval of the Employer, come on the premises of the Employer for purpose of negotiations or investigating and presenting grievances. The Union may use the Employer’s premises or facilities for Union business with prior approval of the Employer.

3.3.4 The Employer agrees to allow the Union to use designated bulletin boards for the purpose of posting notices of Union meetings, Union election, Union election returns, Union appointments to office, and Union recreational or social affairs and other items specifically approved by the Employer.

ARTICLE 4. EMPLOYER RIGHTS AND DIVISION OF RESPONSIBILITY

Section 1.

The Employer retains the right to operate and manage all facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to transfer personnel for just cause; to contract with vendors or others for goods and/or services so long as the act is performed in good faith, it represents a reasonable business decision and it does not subvert the agreement between the parties; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act (PELRA) of 1971.

Section 2.

The Employer shall have the right to designate responsibility for employer functions required under this Agreement pursuant to applicable statutory provision and to designate representatives authorized to act on its behalf with respect to matters arising under this Agreement.

ARTICLE 5. INDIVIDUAL RIGHTS

Section 1.

The Union shall, in the responsibility of exclusive representative of employees, represent all employees without discrimination, interference, restraint or coercion.

Section 2.

In accordance with applicable law, the Employer and the Union agree to apply the provisions of this Agreement equally to all employees, without discrimination as to any protected class as defined in federal, state statute or rule.

ARTICLE 6. WORK STOPPAGE LIMITATIONS

Section 1.

In recognition of the provisions included in this Agreement for a grievance procedure providing for arbitration to be used for resolution of disputes, the Union agrees that none of the employees covered by this Agreement will engage in work stoppage. Any or all employees who violate the provisions of the Article will be subject to discharge or other discipline as appropriate under applicable law, Civil Service Rules and/or County policies.

ARTICLE 7. GRIEVANCE PROCEDURE

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

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

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

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

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

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

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

Step 3. If appealed, the written GRIEVANCE shall be presented by the UNION and discussed with the County Board or its designee within 14 calendar days. The County Board or its designee shall give the UNION the EMPLOYER'S Step 3 response in writing within 14 calendar days. A GRIEVANCE not resolved in Step 3 may be appealed to Step 4 within 28 calendar days following the EMPLOYER- designated representative's final Step 3 response.

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

Step 5. The GRIEVANCE appealed to arbitration shall be subject to the provisions of PELRA except that for grievance matters involving written disciplinary action, discharge or termination, the assignment of an arbitrator shall be consistent with Minnesota Statute 626.892. For all other grievances, the selection of an arbitrator shall be made in accordance with the Rules Governing the Arbitration of GRIEVANCEs as established by the State Bureau of Mediation Services. Any unresolved GRIEVANCE not submitted for arbitration shall be considered settled on the basis of the EMPLOYER'S Step 3 response and/or Step 4.

Arbitrator's Authority.

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

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

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

ARTICLE 8. HOURS OF WORK- PREMIUM PAY

Section 1. General

8.1.1 This Article is intended only to define the normal hours of work and normal scheduling and to provide the basis for the calculation of overtime or other premium pay.

8.1.2 The Employer agrees that split shift work will not be scheduled for the employees covered by this Agreement except in case of emergency and in that event only for the time involved in the emergency.

8.1.3 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications

Section 2. Normal Work Day and Week

8.2.1 The schedule of hours of work and break time shall be established by the Sheriff. The normal hours of work for the Deputy Sheriff/Supervisor classification shall be an average of 42 hours per week.

Section 3. Overtime

8.3.1 Deputy Sheriff/Supervisors who are eligible for overtime shall be paid 1.575 times their hourly rate of pay for all hours worked in excess of 42 hours per week

8.3.4 All employees who work overtime shall have the option to be paid at the rate of 1.575 times their regular hourly rate of pay for all overtime hours worked or compensatory time at the rate of 1.575 hours off for each hour of overtime worked. All overtime and compensatory time must be pre-approved by the immediate supervisor. Employees may accrue not more than 80 hours of compensatory time off.

8.3.5 Employees shall be required to work overtime or holidays when assigned unless excused by the Employer. Vacation, sick leave, holidays and other paid time off shall count as hours worked for the purposes of calculating overtime/compensatory time. In no case will compensatory time earned and compensatory time taken occur in the same day.

Section 4. Call Outs

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

Section 5. Court Time

8.5.1 For any employee who is required to appear in court as part of their duty assignment at times other than their regular duty time, it is agreed that a minimum of 2 hours credit computed at overtime rates shall be earned and paid. Court time in excess of 2 hours at times other than regular duty time shall be paid also at a 1 ½ time rate. Employees required to place charges and sign complaints against persons arrested shall be reimbursed at a 1 ½ time rate for this time put in at times other than their regular duty time.

Section 6. Scheduling Procedures

8.6.1 Scheduling procedures shall be vested with the Employer, to be consistent among all employees within their classifications.

Section 7. On-call

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

ARTICLE 9 HOLIDAY PROVISIONS

Section 1.

All employees covered by the bargaining unit shall receive the following paid holidays provided said employees perform work or are on vacation in the pay period in which the holiday occurs and work as scheduled or assigned both on their last scheduled work day prior to and on their first scheduled work day following the holiday unless they have failed to work because of sickness or because of death in the immediate family or because of similar cause:

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

Section 2.

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

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

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

Section 3. Employees who do not work a holiday will receive pay at their regular rate.

Section 4. Employees who work on a holiday will receive the Section 3 holiday pay plus time and one-half for hours worked on the holiday.

Section 5.

Initial employment probationary status employees cannot take floating holiday until the one-year probationary period has been successfully completed at which time the floating holiday is earned for the year in which the probationary period was completed. Floating holidays do not carry over. In the event of an employee with a hire date occurring in the timeframe of the last payroll of the year being run and the employee successfully completing the 1-year probation, the employee will be given a one-month extension from date of hire to take the floating holiday earned the first year. Thereafter, the employee must take floating holidays prior to the last payroll of the year being run or will lose the floating holiday.

ARTICLE 10. VACATIONS

Section 1.

All full-time employees shall earn vacation time and shall be paid vacation leave benefits at their current pay rate.

Section 2.

Vacation benefits shall accrue each pay period in accordance with the following schedule and in which pay period the employee has worked or been on earned leave at least 50% of the time:

Completed Months of Service	Rate of Accumulation of Vacation Hours Per Pay Period:
0-59 months	3.231 hours
60-119 months	4.847 hours
120-179 months	6.462 hours
180+ months	8.078 hours

Section 3.

Seniority as provided for in this Agreement shall prevail in selecting vacation periods. Arrangements for dates and times of vacation shall be made between the Employer and Employee. Vacations may be allowed and scheduled with up to three (3) employees off for any reason at the same time as long as it is determined by the Employer that there is sufficient coverage of all scheduled shifts. Vacation requests submitted by October 30 for the period between January 1 and June 30 for the calendar year will be given priority for consideration based on seniority. Vacation requests submitted by March 31 for the period between July 1 and December 31 for the calendar year will be given priority for consideration based on seniority.

Any vacation request for the calendar year submitted after time blocks will be considered on a first-come basis except that vacation requests cannot bump any day that has already been granted off as a regular day off or comp time.

Section 4.

No employee shall exceed 248 hours of vacation accumulation after the last payroll of the year is run (including bonus vacation). In the event an employee has an accumulation of 248 hours prior to the last payroll of the year, the employee shall have all hours in excess of 248 converted to a contribution to their post-retirement health care savings plan (HCSP). This contribution may not exceed 50 hours and all additional hours shall be lost.

Section 5.

Bonus vacation shall be earned as follows:

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

*1.939 hours of bonus vacation shall be earned for each pay period the beginning balance is 630 hours or greater.

Section 6.

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

Section 7.

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

Section 8.

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

ARTICLE 11. SICK LEAVE

Section 1.

Full-time employees shall earn sick leave at the rate of 3.877 hours per pay period (42-hr wk) accumulated to an annual maximum of 1050 working hours (42-hr wk), in which pay period the employee has worked or been on earned leave at least 50% of the time.

Section 2.

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

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

  Family member is defined as:
  - Spouse, and parents, thereof,
  - Children, including adopted and stepchildren, and spouses thereof,
  - Parents, grandparents and grandchildren of the employee and/or the spouse,
  - Brothers and sisters, and spouses thereof,
  - Domestic partner or guardian

Sick leave usage shall be subject to approval and verification by the Employer, and the employee may be required to furnish a report from a recognized physician or mental health authority satisfactory to the Employer attesting to the necessity of the leave and such other information as the Employer deems necessary to establish the employee's fitness for employment.

Notwithstanding the provisions in this Section, an employee may use accrued ESST for the purposes and under the conditions as set forth in Minnesota Statutes on ESST.

Section 3.

Sick leave benefits shall be paid at the employee's current rate of pay.

Section 4.

Bonus Vacation. Employees considered as 42-hour week employees shall earn bonus vacation as set forth in Article 10, Section 5.

Section 5.

Bereavement Leave. Regular employees shall be allowed up to 3 shifts off with pay based on normal hours of shift assignment in case of death in the immediate family.

Immediate family shall mean domestic partner or guardian, a brother, sister, son, daughter, father, mother, grandchild, grandparent or spouse of either the employee or the employee's spouse. Two additional shifts maybe used in the event that travel is necessary to a point outside a radius of 150 miles from the employee's home or for other personal reasons related to the death such as for funeral arrangements.

In addition to Bereavement Leave, an employee may use accrued ESST hours for the purposes as set forth in Minnesota Statutes on ESST.

Section 6.

Upon termination of employment prior to, on, or subsequent to the normal retirement date, an employee shall receive as severance pay 75% of the employee's accumulated but unused sick leave from the first day of county employment. Such severance pay shall be excluded from retirement deductions and from any calculations in retirement benefits and shall be paid to the employee's Post Health Care Savings Plan. The employee shall apply the 25% balance of unused sick leave to the employee's Post Health Care Savings Plan after all regular pay has been paid out.

Any payment made upon termination due to death will be paid in accordance with State and Federal Regulations. In the event of an active employee's death, 100% of their accrued sick leave shall be paid out to the surviving spouse or to the estate of the employee who has passed away.

An employee will not receive severance pay if:

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

The employee is terminated by the Employer for cause.

For employees hired after August 23, 1994, the maximum County payment for the 75% dollar value of an employee's accumulated unused sick leave (severance pay) shall be $10,000. (That is, 75% of the employee's accumulated unused sick leave shall have a maximum value of $10,000 at retirement for use for any purpose permitted by the contract.) This limit does not apply to other County payments for retirement group insurance premiums, nor does it affect the other 25% dollar value of an employee's accumulated unused sick leave which shall be deposited into the Employee's Post Health Care Savings Plan.

For employees hired before the ratification date (which was August 23, 1994,) of the 1994-1996 AFSCME Local 639 contract who choose to formally separate employment with the Employer, shall allocate 100% of the employee's accumulated but unused sick leave into the employee's Post Health Care Savings Plan (HCSP).

Section 7.

Unless documentation of a previous agreement exists in the Human Resources personnel file, an employee from another bargaining unit who enters this bargaining unit shall maintain their "no cap" for severance purposes, or their "higher cap" for severance purposes.

Section 8.

Sick Leave cap

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

ARTICLE 12. LEAVE BENEFITS AND WORKER'S COMPENSATION BENEFITS

Section 1.

The parties recognize that employees working in the Sheriff's Office and covered by this Agreement face a high potential for injury due to the nature of their employment. Such employee who in the ordinary course of employment and while acting in a reasonable and prudent manner and in compliance with the established rules and procedures of the Employer, incurs a disabling injury while in performance of assigned duties shall be compensated in an amount equal to the difference between the employee's regular net rate of pay and benefits paid under Worker's Compensation, without deduction from the employee's accrued sick leave. Such compensation shall not exceed an amount equal to 240 times the employee's regular hourly rate of pay per disabling injury. To be eligible for Worker's Compensation pursuant to this Section, the disabling injury must have been incurred while performing services for the County.

ARTICLE 13. SENIORITY

Section 1.

13.1.1 The Employer shall maintain seniority lists as of the effective date of this Agreement structured by each work classification to include and rank, in order of highest to lowest seniority, all regular full-time and part-time employees in the bargaining unit and will provide said list to the Union upon request.

Seniority standing shall be granted to all employees who have completed the required probationary period (6 months) and have attained regular full-time and part-time status with the department. The initial probationary period shall commence on the first day of employment with the department. Upon successful completion of the initial probationary period, seniority and anniversary date of each employee attaining regular full-time and part-time status shall revert back to the first day of employment. Seniority accrues from date of hire.

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

13.1.2 There shall be three types of seniority established by the Agreement; they are:

13.1.21 Service Seniority, which shall be the total length of continuous service with the County as a regular employee. Regular employee is a member of the exclusively recognized bargaining unit as defined in the Article entitled "Recognition" who has completed the initial probationary period.

13.1.22 Department Seniority, which shall be the total length of service within the Sheriff's Department.

13.1.23 Classification Seniority, which shall be the total length of service within a work classification.

13.1.3 Breaks in Seniority: An employee's seniority shall be broken by voluntary resignation, discharge for just cause, failure to accept recall from layoff or retirement.

Section 2.

Seniority shall determine the order of:

13.2.1 Layoff, which shall be by classification in inverse order of classification seniority. However, an employee about to be laid off shall have the right to bump (displace) any other employee in any equal or lower ranked classification with less department seniority, provided that the employee who is exercising bumping rights shall be qualified to perform the duties of the classification into which they are bumping. Employees who have maintained classification seniority within this bargaining unit may exercise their seniority to bump back into a classification within this bargaining unit in the event of layoff from a position outside this unit. Employees and the Union shall be given a 14-day notice prior to being laid off. Within 5 working days after receiving notice of layoff, an employee intending to exercise seniority preference shall advise the Sheriff to the specific position into which the employee intends to bump.

13.2.2 Recall from lay-off, which shall be by classification within a department, in inverse order of layoff, provided, that, if an employee does not return to work within two weeks of recall, as directed by the Employer, or on an extended date mutually acceptable to the employee and the Employer, they shall automatically have terminated their employment. An employee's name shall be retained on the recall list for 2 years, at which time all rights to recall shall terminate.

13.2.3 No new employees shall be hired in a work classification where there are employees on layoff status until all laid off employees have been recalled in accordance with the above.

ARTICLE 14. CLOTHING ALLOWANCE

Section 1.

The Employer shall supply all clothing necessary in the execution of their duties to include uniform pants, shirt, tie, jacket and any additional uniform clothing necessary to carrying out the employee's duties.

ARTICLE 15. DISCIPLINE

Section 1.

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

ARTICLE 16. TRAVEL TIME

Section 1.

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

ARTICLE 17. PAY PLAN

Section 1.

The pay rates set forth on the attached schedules entitled Addendum A Pay Plan are made a part of this Agreement, and shall apply for the duration of this Agreement, with effective dates as indicated on Addendum A, except as otherwise indicated in this Article. Employees covered by this bargaining unit shall receive

> Employees covered by this bargaining unit shall receive effective 01/01/2025 a 9% increase (3% increase and 6% market adjustment); 01/01/2026 a 3.5% increase; and 01/01/2027 a 3.5% increase.
>
> For the years 2026 and 2027, drop existing first step and add new top step – result is individuals at existing start step would move to new first step and individuals at current top step would have eligibility to move to the new top step in 2026 and 2027 on their anniversary date (an additional 3.5% for the top step group).
>
> The parties agree that the Employer may unilaterally increase the salary range applicable to unit classifications during the term of the 2025 – 2027 collective bargaining agreement in the event

that the Employer determines that such increase is warranted based on the employer's review of the applicable external market for the classification.

Section 2.

New employees who are considered so qualified by education or previous work experience may, with the recommendation of the department head and approval by the County Administrator, be started in a higher step than the first step of the pay grade.

Current employees who are offered a job change and have education or pre-county work experience for which they have not previously received credit may, with the recommendation of the department head and approval by the County Administrator, be started in a higher step on the pay grade.

Section 3.

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

The definition of a classification date shall be the date that an employee entered the job at its current classification.

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

ARTICLE 18. GROUP INSURANCE PROGRAM

Section 1.

18.1.1 All regular County employees shall be eligible for hospital/medical insurance from the first date of employment, provided all necessary application forms have been completed. Employees shall be eligible for life insurance on the first day of the month following the date of employment provided all necessary application forms have been completed. Regular employees shall be eligible for dental insurance coverage on the first day of the month following the date of employment, provided all necessary application forms have been filled out and signed by the employee.

Regular employees, who have opted not to be covered by hospital/medical or dental insurance and later choose to be covered by same may be covered by said insurance provided they are eligible for a mid-plan year change due to a qualified life event.

Regular employees who are temporarily laid off for more than 30 days, or who are on authorized unpaid leave of absence of more than 30 days (not FMLA covered), may continue their insurance coverage by paying the full amount of the premiums themselves during the period of such leave of absence, or orders of temporary lay-offs (under the provisions of COBRA). At the time of approved leaves of absence, or orders of temporary layoffs, the County shall provide a written statement to the affected employee advising the employee of the status of the employee's insurance coverage during the period of absence. Upon returning to work, such employee need not re-establish eligibility.

Employees who leave the Employer employment must have worked or used earned time equal to 50% of their work schedule for the calendar month during which such employment termination becomes effective in order to be eligible for such Employer contributions for the next succeeding calendar month.

Employees returning to work after authorized leave of absence without pay shall be required to work or use earned time equal to at least 50% of their work schedule for the calendar month in which such employee returns to work in order to be eligible for such Employer contributions for the next succeeding calendar month. Accrued earned leave (i.e., vacation, sick, comp) and holiday shall be considered such days so worked. Employees who voluntarily terminate such employment without due notice to the department head, unless such termination without notice is approved by the department head, shall forfeit all rights to such Employer contributions.

Employees who are discharged for cause shall forfeit all rights to such Employer contributions.

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

Section 2.

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

Section 3.

Retired Employees.

3.1 Definition: Effective January 1, 2000, "retiree" or 'to retire' means leaving Itasca County employment at a time when the employee has at least 15 years of service in Itasca County employment and will be eligible for PERA retirement annuity upon leaving the service of Itasca County. Provided, however, any employee on the payroll as of April 25, 2000, who does not have 15 years of service with Itasca County when retiring at a time when eligible for a PERA retirement annuity shall be exempt from the 15-year requirement.

3.2 Total Disability: For all regular employees, who qualify for a total disability pension under the eligibility stipulations set by the Minnesota Public Employees Retirement Association and/or Federal Social Security, upon approval and acceptance of an employee by either of said entities for a total disability annuity pension and upon an employee drawing said annuity, the Employer shall pay for the employee and their dependents' hospital/medical insurance in full. Upon reaching age 65, the retiree is required to enroll in both Parts A & B of Medicare (if eligible). At that point the Employer and retiree will be responsible for their payment of health insurance premium as directed within the labor contract.

Execution of this Agreement and any new changes in policy shall not in any way be interpreted to deny or forfeit any disabled retired employee's right to continue under a previous agreement from which they have been entitled to insurance benefits. (For retiree coverage, see Section 7.)

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

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

Section 4.

Group Life Insurance.

4.1 Active Employees. The Employer will provide and pay the entire premium for the present group life insurance in the amount of $25,000.00 for each eligible employee, said insurance includes a double indemnity clause, for Accidental Death and Dismemberment (AD&D) coverage in an amount equal to Basic Life insurance coverage.

Active employees may opt to purchase additional Basic Life and AD&D coverage for themselves, their spouse and eligible dependents at their own expense. All employer-provided insurance and employee-elected additional insurance will terminate upon employee leaving employment.

Section 5.

Coverage – Group Hospital and Medical Insurance.

5.1 Active Employees. High Deductible Plan (Option 1) or the High Deductible Plan (Option 2) both with a Health Savings Account (HSA) shall be the hospital-medical insurance coverage for all eligible employees under this bargaining agreement. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

5.2 The Employer will pay 80% of the annual deductible via an HSA contribution on the single or family coverage and the Employee will pay 20% of the annual deductible on the single or family coverage while the Employee is enrolled in the Plan.

a. The County portion of the annual deductible will be pro-rated by the number of months the employee is enrolled in the plan for employees who enroll in the plan mid year.

b. Employees enrolled in County-sponsored health insurance plans who are ineligible for an HSA contribution shall have the option for the County portion of the annual deductible to be contributed to a VEBA (Voluntary Employee's Beneficiary Association).

c. The County portion of the annual deductible will be deposited to the HSA or VEBA accounts in January for employees who are enrolled in the health insurance plan for the year.

5.3 The employee shall have the option to elect either plan during an open enrollment period or when a qualified event occurs. The premium participation for said plans shall be 80% by the Employer and 20% by the employee.

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

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

Section 6.

Group Dental Insurance.

6.1 Active Employees Only. The Employer will provide dental insurance under Delta Dental Plan of Minnesota or its equivalent with maximum annual benefit of $1,500 per person.

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

The employee shall have the option to enroll in the program when newly eligible or during an open enrollment period.

Section 7.

Coverage – Group Health and Medical Insurance – Retired Employees

Hospital and medical coverage provided for retirees shall be the High Deductible Plan (Option 1) or High Deductible Plan (Option 2) both with a Health Savings Account (HSA), or its equivalent. The Internal Revenue Code requires that the minimum statutory deductible for plans used with HSAs be indexed for inflation and the deductibles will automatically increase in future years in order to remain compliant with the Internal Revenue Service (IRS) guidelines for high deductible health insurance plans.

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

When a retiree reaches age 65, the retiree will be transitioned from their current health plan to one of the Medicare Supplemental Plans offered by the County and the County shall pay the full single premium and 50% of the dependency coverage cost, and the balance 50% of dependency cost shall come from the retiree unless or until their health insurance cap is exhausted.

For employees newly hired after January 1, 1998, the maximum County payment for retirement group insurance premiums and the County HSA or VEBA contribution shall not exceed $10,000.

Section 8.

Insurance Advisory Committee

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

LELS Local 598: 1 representative

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

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

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

Section 9.

Post Health Care Savings Plan

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

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

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

ARTICLE 19. ADMINISTRATIVE REQUIREMENTS

Section 1.

Pay Periods and Pay Dates. Payment of wages is made on a bi-weekly basis, with the pay date being every other Friday.

The pay period shall be a period of 2 consecutive weeks commencing at 12:01 a.m. Sunday of the first day of such period and ending at 11:59 p.m. on Saturday of said 2-week period.

Section 2.

Changes in employment status of regular employees affecting pay or fringe benefits shall be submitted to the county auditor in writing by the department head not less than 10 regular working days before the end of the pay period for which such changes become effective; otherwise, reflection of such changes in employment status will be delayed until the next ensuing pay period.

Section 3.

Time for Filing Payroll Deduction Authorization or Discontinuance. Any requests for added payroll deductions or changes in payroll deductions must be submitted in writing to the county auditor by the employee concerned not later than 10 days before the end of the pay period for which such deduction or change is effective.

Section 4.

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

ARTICLE 20. LEAVES OF ABSENCE

Section 1.

All requests for a leave of absence shall be submitted in writing by the employee to the employee's supervisor as soon as the need for such leave is known.

Section 2.

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

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

Section 3.

Family and Medical Leave Act: Family and Medical Leave Act leave shall be available to eligible employees in accordance with the Itasca County Family and Medical Leave Act policy as adopted by the Employer.

Section 4.

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

Section 5.

Personal Leave of Absence:

1. A leave of absence without pay may be granted by the department head for a period not to exceed 10 days in each calendar year.

2. A leave of absence in excess of 10 working days may be granted by the County Administrator.

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

Section 6.

MN Paid Leave: The parties have not agreed to alter the 50% employer/50% employee premium contribution formula outlined in Minn. Stat. Sec. 268B.14, Subd. 3.

Section 7.

The parties mutually acknowledge that all employees covered by this Agreement are employed in positions whose preassigned or foreseeable work duties during a public emergency or weather event require the employee to respond to the public emergency or weather event. The parties therefore mutually agree to clearly and unambiguously waive application of Minnesota Statutes § 181.9447, Subd. 1(4), to employees covered by this Agreement. Employees covered by this Agreement may utilize sick leave benefits for absences related to the closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency, but sick leave for this purpose may only be taken if efficient operation of the Sheriff's Office can be continued, and must be approved by the Sheriff or their designee.

Section 9.

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

ARTICLE 21. DRUG AND ALCOHOL TESTING

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

ARTICLE 22. MILITARY LEAVE POOL

Employees may voluntarily donate vacation, in one-half day increments (4 hours), to a Military Leave Pool. Eligibility for the Pool and other provisions are as set forth in Addendum C.

ARTICLE 23. PHYSICAL AND PSYCHOLOGICAL EXAMINATIONS

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

ARTICLE 24. SEPARABILITY

Section 1.

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of the Agreement are separable, and, if any phrase, clauses, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Employer and the Union agree that they will meet within a 30-day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

ARTICLE 25. TERM OF AGREEMENT

Except as otherwise provided, this Agreement shall be in full force and effect from January 1, 2025, to December 31, 2027, and shall be automatically renewed from year to year thereafter unless either party shall notify the other, in writing, at least 60 days prior to December 31 that it desires to modify or terminate this Agreement. The present contract shall remain in force in the event settlement for the ensuing contract year has not been reached at the time this contract expires.

FOR: LOCAL NO. 598 LAW ENFORCEMENT LABOR SERVICES	FOR: COUNTY OF ITASCA
______________________________	______________________________
Dan Wilson, Business Agent	Cory Smith, County Board Chair
Date: ________________________	Date: ________________________
______________________________	______________________________
, Steward	Brett Skyles, County Administrator
Date: ________________________	Date: ________________________

ADDENDUM A - Pay Plan

APPENDIX A

01/01/2025 598 ANNUAL PAY PLAN 9.00% on 2024 base

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

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

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

APPENDIX A

01/01/2026 598 ANNUAL PAY PLAN 3.50% on 2025 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$22.39	$23.08	$23.81	$24.58	$25.37	$26.29	$27.22	$28.17	$29.16	GRADE 1
GRADE 2	$22.83	$23.56	$24.32	$25.11	$25.91	$26.82	$27.79	$28.79	$29.80	GRADE 2
GRADE 3	$23.42	$24.16	$24.92	$25.73	$26.57	$27.53	$28.49	$29.51	$30.54	GRADE 3
GRADE 4	$24.14	$24.87	$25.71	$26.55	$27.42	$28.40	$29.41	$30.48	$31.55	GRADE 4
GRADE 5	$24.85	$25.66	$26.50	$27.36	$28.29	$29.29	$30.34	$31.44	$32.54	GRADE 5
GRADE 6	$25.68	$26.50	$27.36	$28.30	$29.24	$30.26	$31.38	$32.49	$33.63	GRADE 6
GRADE 7	$26.75	$27.66	$28.56	$29.51	$30.51	$31.57	$32.74	$33.93	$35.12	GRADE 7
GRADE 8	$28.08	$28.98	$29.96	$30.97	$32.00	$33.17	$34.39	$35.65	$36.90	GRADE 8
GRADE 9	$29.56	$30.55	$31.55	$32.63	$33.75	$34.96	$36.26	$37.61	$38.93	GRADE 9
GRADE 10	$32.63	$33.75	$34.90	$36.12	$37.35	$38.75	$40.17	$41.65	$43.11	GRADE 10
GRADE 11	$35.83	$37.09	$38.38	$39.71	$41.10	$42.62	$44.20	$45.86	$47.47	GRADE 11
GRADE 12 *Grade 12 /42 hr*	$39.38	$40.78	$42.22	$43.72	$45.27	$46.97	$48.71	$50.55	$52.32	GRADE 12
GRADE 13	$43.36	$44.91	$46.49	$48.17	$49.92	$51.80	$53.75	$55.77	$57.72	GRADE 13
GRADE 14	$47.60	$49.29	$51.07	$52.93	$54.87	$56.95	$59.08	$61.32	$63.47	GRADE 14
GRADE 15	$50.37	$52.18	$54.11	$56.06	$58.08	$60.31	$62.59	$64.98	$67.25	GRADE 15
GRADE 16	$52.76	$54.67	$56.67	$58.74	$60.89	$63.22	$65.64	$68.13	$70.51	GRADE 16
GRADE 17	$55.14	$57.16	$59.24	$61.44	$63.70	$66.15	$68.65	$71.28	$73.77	GRADE 17
GRADE 18	$57.67	$59.78	$61.98	$64.27	$66.63	$69.18	$71.83	$74.59	$77.20	GRADE 18

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

APPENDIX A

01/01/2027 598 ANNUAL PAY PLAN 3.50% on 2026 base

	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	
GRADE 1	$23.89	$24.64	$25.44	$26.26	$27.21	$28.17	$29.16	$30.18	$31.24	**GRADE 1**
GRADE 2	$24.38	$25.17	$25.99	$26.82	$27.76	$28.76	$29.80	$30.84	$31.92	**GRADE 2**
GRADE 3	$25.01	$25.79	$26.63	$27.50	$28.49	$29.49	$30.54	$31.61	$32.72	**GRADE 3**
GRADE 4	$25.74	$26.61	$27.48	$28.38	$29.39	$30.44	$31.55	$32.65	$33.79	**GRADE 4**
GRADE 5	$26.56	$27.43	$28.32	$29.28	$30.32	$31.40	$32.54	$33.68	$34.86	**GRADE 5**
GRADE 6	$27.43	$28.32	$29.29	$30.26	$31.32	$32.48	$33.63	$34.81	$36.03	**GRADE 6**
GRADE 7	$28.63	$29.56	$30.54	$31.58	$32.67	$33.89	$35.12	$36.35	$37.62	**GRADE 7**
GRADE 8	$29.99	$31.01	$32.05	$33.12	$34.33	$35.59	$36.90	$38.19	$39.53	**GRADE 8**
GRADE 9	$31.62	$32.65	$33.77	$34.93	$36.18	$37.53	$38.93	$40.29	$41.70	**GRADE 9**
GRADE 10	$34.93	$36.12	$37.38	$38.66	$40.11	$41.58	$43.11	$44.62	$46.18	**GRADE 10**
GRADE 11	$38.39	$39.72	$41.10	$42.54	$44.11	$45.75	$47.47	$49.13	$50.85	**GRADE 11**
GRADE 12 ***Grade 12 /42 hr***	$42.21	$43.70	$45.25	$46.85	$48.61	$50.41	$52.32	$54.15	$56.05	**GRADE 12**
GRADE 13	$46.48	$48.12	$49.86	$51.67	$53.61	$55.63	$57.72	$59.74	$61.83	**GRADE 13**
GRADE 14	$51.02	$52.86	$54.78	$56.79	$58.94	$61.15	$63.47	$65.69	$67.99	**GRADE 14**
GRADE 15	$54.01	$56.00	$58.02	$60.11	$62.42	$64.78	$67.25	$69.60	$72.04	**GRADE 15**
GRADE 16	$56.58	$58.65	$60.80	$63.02	$65.43	$67.94	$70.51	$72.98	$75.53	**GRADE 16**
GRADE 17	$59.16	$61.31	$63.59	$65.93	$68.47	$71.05	$73.77	$76.35	$79.02	**GRADE 17**
GRADE 18	$61.87	$64.15	$66.52	$68.96	$71.60	$74.34	$77.20	$79.90	$82.70	**GRADE 18**

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

ADDENDUM B - Military Leave Pool Agreement

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

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

Payment may be made only to a person whose basic active-duty military salary is less than the salary the person would be paid as an active County employee. Reimbursement will be based on the employee's regular work week.[1]

Payments will be made at the intervals at which the employee received pay as a County employee. Back pay authorized by this policy may be paid in a lump sum.

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

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

Contributions to the Military Leave Pool must be submitted on January 1 or upon depletion of the Military Leave Pool to Payroll and shall be recorded on the Employee Attendance Record during each year in January or during the occurring month of donation. To submit donated contribution, complete the Payroll form.[3]

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

This policy provides for retroactive payments to Itasca County employees called to unpaid military leave as of 09/11/2001.[4]

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

[2] The value of the pool will be established by actual count of hours donated and the actual value corresponding to those hours. i.e. If Employee A donates 4 hours of vacation and A's pay is $50rhour and Employee B donates 8 hours of vacation and B's pay is $1001hour then the value of the pool is 12 hours with a $1000 value.

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

[3] Payroll will create the necessary forms.

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

Employees on unpaid military leave who wish to receive contributions from the Military Leave Pool AND who have used all of their vacation and comp time balances[5] must submit written request with documentation of current military salary to Payroll.[6]

Employees receiving contribution from the Military Leave Pool will NOT be eligible for County-paid insurance benefits.[7]

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

4711449.1

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

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

[7] Per 11/07/2001 Steve Fecker letter "Lacking an express statutory grant of authority to provide supplemental pay or benefits to employees called up to active military duty, with the exception of the 15 day paid leave provided under MS 192.26, counties are without authority to provide supplemental pay or benefits."

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

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

Tuesday, June 9, 2026

REQUEST FOR BOARD ACTION: RBA-2026-435

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

AGENDA ITEM:
Accept resignation of Ken Lundgren from the Water Plan Implementation Committee (WPIC), District 1

BOARD ACTION REQUESTED:
Accept resignation of Ken Lundgren from the Water Plan Implementation Committee (WPIC), District 1.

BACKGROUND:
Mr. Lundgren gave a verbal resignation to Andy Arens, District Manager.

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

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

Tuesday, June 9, 2026

REQUEST FOR BOARD ACTION: RBA-2026-433

DEPARTMENT: Transportation
TIME REQUESTED: < 5 Minutes
PRESENTER: Ryan Sutherland

AGENDA ITEM:
SP 031-070-011 HSIP Intersection Lighting

BOARD ACTION REQUESTED:

Reject bids for SP 031-070-010 HSIP Intersection Lighting.

BACKGROUND:
Bids were opened June 2, 2026 @ 10:00 am. Results are listed below.

Engineer's Estimate: $486,000.00
PEC Solutions LLC dba Parsons Electric: $561,232.00

A short contract timeframe specified for construction may have limited potential bidders. This project does not impact other construction project schedules and therefore allows flexibility to modify the project schedule and rebid in an attempt to receive at least two bids.

This project installs a total of 20 intersection lights at 16 intersection locations as identified and recommended in the County Road Safety Plan. A minimum of $321,300 of federal Highway Safety Improvement Program funds is available for this project.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

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

Tuesday, June 9, 2026

REQUEST FOR BOARD ACTION: RBA-2026-437

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

AGENDA ITEM:
Stingy Lake Gravel Crushing

BOARD ACTION REQUESTED:
Approve the use of UT 1 funds to purchase a portion of a gravel stockpile.

BACKGROUND:
Crushing operations will produce a gravel stockpile in the Stingy Lake pit in UT 59N 22W. 70% of the gravel roads in the area that will benefit from this gravel are in unorganized townships. The remaining 30% will be placed on county roads in surrounding organized townships and paid for from the gravel budget.

The plan is to crush a pile of 10,000 tons at a cost of $70,000 (royalties included). The estimated UT cost is $49,000 with the remainder of 21,000 coming from the gravel budget.

Gravel crushing is not shown in the 5-year plan, which is where the Board traditionally takes action on the expenditure of UT funds. Minnesota Statute 163.06 requires UT funds to be expended under the direction of the County Board. Special Legislation in 1999 authorizes Itasca County to spend UT funds collected in any unorganized township.

COUNTY ATTORNEY REVIEW:

SUPPORTING DOCUMENTATION:
1. 163.06 Taxation in Unorganized Townships
2. 1999 - Chapter 115 - Special Legislation

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

163.06 MS 1957 [Repealed, 1959 c 500 art 6 s 13]

163.06 TAXATION IN UNORGANIZED TOWNSHIPS.

Subdivision 1. **Levy.** The county board of any county in which there are unorganized townships may levy a tax for road and bridge purposes upon all the real and personal property in such unorganized townships.

Subd. 2. **Tax is additional.** The tax, if levied, is additional to the tax which the counties may levy for the county road and bridge funds and is additional to the amount permitted by law to be levied for other county purposes. The tax may be levied on any or all unorganized townships within a county, provided that no such tax shall be levied on only a part of an unorganized township within a county.

Subd. 3. **Extending tax levy.** If any county deems it desirable to levy such a tax, it may at the time it levies the county taxes, by resolution reciting such fact, determine the amount so to be levied in each unorganized township for the current year. It shall be the duty of the county auditor to extend the tax so levied upon the tax books of the county, at the same time and in the same manner as other taxes for county purposes are extended as to property in such unorganized townships, and the tax shall be collected and payment thereof enforced at the same time and in the same manner as other county taxes on such property and with like penalties for nonpayment at the time prescribed by law.

Subd. 4. **Separate fund.** The tax collected from each unorganized township shall be set apart in a separate fund in the county treasury, and each shall be designated as the road and bridge fund of the unorganized township from which the tax was collected.

Subd. 5. **Purposes of fund expenditures.** Except as hereinafter provided, each fund shall be expended under the direction of the county board for the construction, improvement, and maintenance of roads and bridges in the unorganized township for which the fund was designated. If so requested by petition signed by a majority of the resident taxpayers of any unorganized township, the county board may expend all or part of the road and bridge fund of the unorganized township upon roads or bridges in an adjoining organized or unorganized township.

Subd. 6. **Expenditure in certain counties.** In any county having not less than 95 nor more than 105 full and fractional townships, and having an estimated market value of not less than $12,000,000 nor more than $21,000,000, the county board, by resolution, may expend the funds provided in subdivision 4 in any organized town or unorganized territory or portion thereof in such county.

History: *1959 c 500 art 4 s 6; 1973 c 583 s 12; 1988 c 719 art 5 s 84; 1989 c 329 art 13 s 20; 1990 c 426 art 1 s 20; 1990 c 480 art 9 s 6; 2013 c 143 art 14 s 21; 2014 c 308 art 9 s 12*

CHAPTER 113—S.F.No. 1463

An act relating to townships; authorizing creation of a capital reserve fund; amending Minnesota Statutes 1998, section 365.10, by adding a subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1998, section 365.10, is amended by adding a subdivision to read:

Subd. 18. **CAPITAL RESERVE FUND.** The electors may authorize creation of a capital reserve fund and designate its use for any lawful purpose.

Presented to the governor April 29, 1999

Signed by the governor May 3, 1999, 1:50 p.m.

CHAPTER 114—S.F.No. 480

An act relating to transportation; allowing port authorities to retain lease or management contract revenues from commercial navigation projects financed by the state; amending Minnesota Statutes 1998, section 457A.04, by adding a subdivision.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1998, section 457A.04, is amended by adding a subdivision to read:

Subd. 6. **USE AGREEMENTS.** Notwithstanding section 16A.695, for leases or management contracts entered into with respect to property acquired or bettered with the proceeds of state general obligations bonds, (1) a port authority may meet its obligations and expenses of operating and reinvesting capital improvements by retaining revenues received under leases or management contracts and is not required to pay lease or management contract revenues to the commissioner of finance; and (2) the lease or management contract entered into by a port authority must not be canceled or terminated as a result of changes or termination by the state in the governmental program of the port authority unless compensation is paid as provided by law.

Presented to the governor April 29, 1999

Signed by the governor May 3, 1999, 1:53 p.m.

CHAPTER 115—S.F.No. 1012

An act relating to Itasca county; modifying certain accounting and expenditure requirements for road and bridge fund tax money derived from unorganized townships.

New language is indicated by underline, deletions by ~~strikeout.~~

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. **ROAD AND BRIDGE FUND ACCOUNTING AND EXPENDITURE; UNORGANIZED TOWNSHIPS.**

Notwithstanding Minnesota Statutes, section 163.06, subdivision 4, the road and bridge fund tax money collected from unorganized townships in Itasca county need not be set apart in separate funds for each township. Notwithstanding Minnesota Statutes, section 163.06, subdivision 5, road and bridge fund tax money that is collected from the various unorganized townships may be expended by the Itasca county board in any of the unorganized townships in the county.

Sec. 2. **EFFECTIVE DATE.**

Section 1 is effective the day after the Itasca county board and its chief clerical officer comply with Minnesota Statutes, section 645.021, subdivision 3.

Presented to the governor April 29, 1999

Signed by the governor May 3, 1999, 1:55 p.m.

CHAPTER 116—S.F.No. 1368

An act relating to commerce; regulating contracts for architects, engineers, surveyors, landscape architects, geoscientists, and interior designers; amending Minnesota Statutes 1998, sections 16C.08, subdivision 5; and 337.10, subdivision 4.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF MINNESOTA:

Section 1. Minnesota Statutes 1998, section 16C.08, subdivision 5, is amended to read:

Subd. 5. **CONTRACT TERMS.** (a) A professional or technical services contract must by its terms permit the commissioner to unilaterally terminate the contract prior to completion, upon payment of just compensation, if the commissioner determines that further performance under the contract would not serve agency purposes.

(b) The terms of a contract must provide that no more than 90 percent of the amount due under the contract may be paid until the final product has been reviewed by the head of the agency entering into the contract and the head of the agency has certified that the contractor has satisfactorily fulfilled the terms of the contract, unless specifically excluded in writing by the commissioner. This paragraph does not apply to contracts for professional services as defined in sections 326.02 to 326.15.

Sec. 2. Minnesota Statutes 1998, section 3[illegible]0, subdivision 4, is amended to read:

Subd. 4. **PROGRESS PAYMENTS AND RETAINAGES.** (a) Unless the building and construction contract provides otherwise, the owner or other persons making payments under the contract must make progress payments monthly as the work progresses. Payments shall be based upon estimates of work completed as approved by the owner or the owner's agent. A progress payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

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

Tuesday, June 9, 2026

REQUEST FOR BOARD ACTION: RBA-2026-438

DEPARTMENT: Transportation **TIME REQUESTED:**
PRESENTER: Karin Grandia

AGENDA ITEM:
Harris Township Agreement - Culvert Replacement

BOARD ACTION REQUESTED:
Enter into an agreement with Harris Township outlining responsibilities for each party as they relate to the replacement of the culvert at the intersection of CSAH 3 and Wendigo Park Road and authorize the required signatures on the agreement documents.

BACKGROUND:
Harris Township bid a project on Wendigo Park road that includes replacing numerous centerline pipes and resurfacing the road. During the scoping of this project, the Township reached out to the Transportation Department and asked about the condition of the culvert at the intersection of CSAH 3 and Wendigo Park Road, which is the County's responsibility. We determined that the culvert was near the end of its service life and should be replaced prior to a new bituminous surface being placed. For better efficiency and to reduce the impact on the traveling public, the Transportation Department requested this culvert replacement be bid for as part of their project. The agreement spells out responsibilities for each agency and allows for payment for the culvert at the intersection to be made for by Itasca County. The cost for the removal and replacement of the culvert, along with associated bituminous costs, is estimated to be $9,613.

Cost will be paid for through the County Preservation line item.

This agreement template has been used in the past with other townships.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. Wendigo Park Road Township Agreement

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Larry Hopkins

AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

TOWN ROAD
CONSTRUCTION, IMPROVEMENT AND MAINTENANCE CONTRACT

I. This Agreement is made and entered into by the Township of Harris, hereafter referred to as the "Township" and the County of Itasca, hereafter referred to as the "County," in accordance with the authority conferred by Minnesota Statute 471.59, Sub 10.

II. DEFINITIONS:

1. "Work, Services and Material": Refers to all materials, supplies, equipment, and labor, together with professional, technical and administrative assistance necessary for the construction and completion of a project.
2. "Project": Refers to construction, improvement and/or maintenance of the Wendigo Park Road, as duly authorized by the electors of the Town Board and as duly directed by the Town Board, and as duly consented to by the County Board.

III. TOWNSHIP DUTIES:

1. The Township shall provide the work, services and material necessary for the project. As part of the project, there is an entrance culvert at the intersection of Wendigo Park Road and CSAH 3 that must be replaced. That is the financial responsibility of Itasca County.
2. The Township shall keep and maintain records of the costs incurred and expended for the work, services and materials necessary for the project. Said records shall be available to the County for inspection and reproduction. The Township shall prepare an itemized statement of said costs and the same shall be submitted to the County Engineer.
3. The Township or their designee shall decide all questions arising as to the work, services and materials, together with the method and manner of furnishing thereof, necessary for the completion of the project(s). Any questions related to the culvert replacement at the intersection of Wendigo Park Road and CSAH 3 shall be answered by the County Engineer.

IV. COUNTY DUTIES:

1. The County agrees that the Township shall provide the work, services and materials necessary to complete the items listed in Exhibit A as designated by the County Engineer.
2. The County covenants that is authorized by its electors to appropriate money to the Township for the work, services and materials necessary for completion of the items listed in Exhibit A.
3. The County approves the specifications for the work, services and materials for the items listed in Exhibit A.
4. The County agrees to pay for all work, services and materials for the items listed in Exhibit A in accordance with the following:
    A. The actual cost shall be paid to the Harris Township within 30 days of the submission of an itemized statement by the Township to the County Engineer.
5. The County covenants that the work covered by this agreement is within the right-of-way of CSAH 3, which is subject to the jurisdiction and authority of the County under Chapter 162.01 et seq. or other applicable law.

V. OTHER CONSIDERATIONS:

1. SEVERABILITY: The provisions of the Agreement are severable. If any paragraph, section, subdivision, sentence, clause or other phrase of this Agreement is, for any reason, held to be contrary to the law or contrary to any rule or regulation have the force and effect of law, such decision shall not affect the remaining provisions of the Agreement.
2. ENTIRE AGREEMENT: It is understood and agreed that the entire Agreement of the Parties is contained herein, and that this Agreement supersedes all oral agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous Agreement presently in effect between the Parties relating to the subject matter hereof.
3. CANCELLATION: This Agreement may be cancelled by the County or the Township, with or without cause, to be effective upon sixty (60) days written notice provided to the other Party.

IN WITNESS WHEREOF the Parties have caused this Agreement to be executed intending to be bound thereby.

TOWNSHIP OF HARRIS	COUNTY OF ITASCA
By: ___________________________	By: ___________________________
Chairman of Town Board	Chairman of County Board
By: ___________________________	By: ___________________________
Clerk of Town Board	Clerk of County Board
Date: _________________________	Date: _________________________

EXHIBIT A

TOWNSHIP OF HARRIS

CULVERT REPLACEMENT AT THE INTERESECTION OF WENDIGO PARK ROAD AND CSAH 3.

Item No.	Description	Units	Quantity	Unit Price	Total Price
2104.503	Remove Pipe Culverts	LF	73	$10.00	$730.00
2360.509	Type SP 9.5 Wearing Course Mix (3,C)	Ton	12	$73.00	$876.00
2360.509	Type SP 9.5 Wearing Course Mix (3,C)	Ton	20	$73.00	$1,460.00
2501.602	24" Pipe Apron	Ea	2	$770.00	$1,540.00
2501.603	24" Pipe Culvert	LF	67	$75.00	$5,025.00
Grand Total:					**$9,631.00**

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

Tuesday, June 9, 2026

REQUEST FOR BOARD ACTION: RBA-2026-440

DEPARTMENT: Transportation **TIME REQUESTED:** < 5 Minutes
PRESENTER: Jason Alstad

AGENDA ITEM:
Jessie Lake Pit Gravel Crushing Permit/Agreement

BOARD ACTION REQUESTED:
Approve the agreement between Itasca County and the U.S. Forest Service to allow for Itasca County to crush up to 25,000 tons of gravel in the Jessie Lake Pit and authorize the County Engineer to sign the agreement.

BACKGROUND:
Jessie Lake gravel pit (T147W, R25W) is located in Jessie Lake Township and is owned by the USFS. The location is well situated to service county gravel road maintenance needs for the Max, Deer River, and Bigfork shop areas. The crushing will take place in 2026 and is budgeted out of the gravel crushing line item.

COUNTY ATTORNEY REVIEW: Yes and/or Pending

SUPPORTING DOCUMENTATION:
1. ItascaCounty_Jessie Crushing_Permit for Signature

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner Larry Hopkins
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT:	Terry Snyder

FS-2800-9 (v 10/2014) OMB No. 0596-0081
(Expiration 10/31/2017)

USDA Forest Service CONTRACT FOR THE SALE OF MINERAL MATERIALS (Ref. FSM 2850)	For Forest Service Use Only Forest Service Unit Name 090303 Contract Number MM-2026-03-01

THIS AGREEMENT, made this ____________ day of ________________, 2026, under authority of the Acts of July 31, 1947 (61 Stat. 681), as amended (30 U.S.C. 601 et seq.), March 4, 1917 (16 U.S.C. 520), and June 11, 1960 (74 Stat. 205), and the regulations set forth in 36 CFR 228, Subpart C, between the UNITED STATES OF AMERICA (hereinafter called the "Government"), acting through the Authorized Officer of the Forest Service (hereinafter called the "Authorized Officer"), and **Itasca County** (hereinafter called the "Purchaser.") WITNESSETH, That the parties hereto mutually agree as follows:

Sec. 1. Contract area. The Government hereby sells to Purchaser and Purchaser hereby buys from Government, under the terms and conditions of this contract, all of the mineral materials described in Sec. 2 below, for severance, extraction, or removal, on the following described lands situated in the **Chippewa National Forest,** County of **ITASCA**, State of **MINNESOTA** as shown on the attached maps marked "**Exhibit A**", and In accordance with the operating plan marked "**Exhibit B**", attached hereto, **JESSIE LAKE GRAVEL PIT** and made a part hereof:

Sec. 04, T. 147 N., R. 25 W., Itasca County, MN, 5TH PRINCIPAL MERIDIAN containing **18** acres, more or less.

Sec. 2. Amount and price of materials. The total purchase price will be determined by multiplying the total quantity of each kind of mineral material designated by the respective unit price as set forth below, or as changed through reappraisal hereunder.

KIND OF MATERIALS	QUANTITY (Units Specified)	PRICE PER UNIT	TOTAL PRICE
PIT RUN GRAVEL	17,850 CUBIC YARDS	1.25	$22,312.50
	(25,00 tons)		
		Grand Total:	$22,312.50

The following associated charges and adjustments are obligations under this contract.

Associated Charges

CHARGE TYPE FEE	QUANTITY	COST PER UOM	TOTAL PRICE
RECLAMATION	17,850	$0.25	$4,462.50

Adjustments

ADJUSTMENT TYPE	AUTHORITY	AMOUNT
FREE USE – Itasca County providing crushed gravel in-lieu of payment	36 CFR 228.62	-$26,775

Determination by the Authorized Officer of the quantity of materials taken is binding on Purchaser subject to appeal only as provided in Sec. 14. All materials in the contract area in excess of the estimated quantity listed above are reserved by Government.

Sec. 3. Payments, passage of title, and risk of loss. Title to materials sold hereunder passes to Purchaser immediately before excavation and upon proper payment for such materials. No part of the material sold hereunder may be severed, extracted, or removed by Purchaser until payment for such materials has been made in accordance with the following:

a. Unless materials sold under this contract are paid for in full in advance, payment for materials must be made in installments of not less than ___N/A____ each. The first installment must be paid upon approval of this contract.

b. Each additional installment is due and payable as billed by the Authorized Officer in advance of removal of the remaining material. The first installment will be retained as additional security for the full and faithful performance of this contract by Purchaser and will be applied in whole or in part to the payment of the last installment required hereunder to make the total payment equal the total price set forth in Sec. 2, above.

The total purchase price must equal the sum of the total quantities severed, extracted, or designated therefor, multiplied by their respective unit prices. The balance due where less than a full installment remains to be paid upon the total price will be the value of material remaining to be severed or extracted. Each installment will be held in suspense until the quantity of material covered thereby has been determined. The total purchase price must be paid at least 60 days before the expiration date of the contract.

Upon termination, if the total payments made under the contract exceed the total value of the actual materials removed, the excess will be returned to Purchaser, except as noted in 36 CFR 228.66.

a. Risk of loss shall be borne by the party holding title to the mineral material at the time of loss except that nothing herein shall be construed to relieve either party from liability for breach of contract or any wrongful or negligent act.

Sec. 4. Stipulation and reserved items. The rights of Purchaser are subject to the regulations in 36 CFR 228, Subpart C, which are made a part of this contract, and to the stipulation, if any, which are attached hereto and made a part hereof as **Exhibit B**.

Sec. 5. Bonds.

(a) Purchaser must file with the Authorized Officer and must maintain at all times the bond required under the regulations to be furnished as a condition to the award of this contract in the amounts established by the Authorized Officer and to furnish additional bonds or security as the Authorized Officer may require.

(b) If all terms of this contract are not faithfully and fully performed by Purchaser, the bond in the amount of N/A filed at the time of the signing of this contract will be forfeited to the amount of damages determined by the Authorized Officer. If damages exceed the amount of the bond, Purchaser hereby acknowledges liability for such excess. Upon satisfactory performance of this contract, the bonds will be canceled, or if cash or United States securities were furnished in lieu of a security bond, such cash or securities will be returned to Purchaser.

(c) Whenever any bond furnished under this contract is found unsatisfactory by the Authorized Officer, the Authorized Officer may require a new bond which is satisfactory.

Sec. 6. Expiration of contract and extensions of time. This contract will expire on **12/31/2027**. unless an extension of time is granted in accordance with the provisions of 36 CFR 228.53(b). Written application for an extension of time may be made by Purchaser between 30 and 90 days before the expiration date of the contract.

Sec. 7. Duties of Purchaser. Purchaser must take fire precaution and conservation measures and must dispose of slash and other debris resulting from operations hereunder in accordance with written instructions from the Authorized Officer.

Sec. 8. Notice of operations. Purchaser must notify the Authorized Officer immediately of the commencement and termination of operations hereunder. A report of production will be furnished at least annually by Purchaser to the Authorized Officer.

Sec. 9. Responsibility for damages. Purchaser is liable in damages for the loss or destruction of all Government property for which Purchaser is directly or indirectly responsible under this contract, or resulting from Purchaser's failure to perform under this contract in accordance with the instruction of the Authorized Officer, as well as for costs incurred by Government resulting from Purchaser's breach of any of the terms hereof, or Purchaser's failure to engage in proper conservation practice. For damages resulting from willful action or gross negligence of Purchaser, Purchaser's contractors or subcontractors, or any of their employees, Purchaser is liable for triple the appraised value of damaged or destroyed materials as determined by the Authorized Officer. If the Authorized Officer determines that the damage or destruction did not result from Purchaser's willful action or gross negligence, lesser damages may be charged, buy not less than the actual appraised value of the materials. Purchaser must pay the Government for such damages within 30 days after a written demand therefor by the Authorized Officer.

Sec. 10. Violations, suspension, and cancellation.

(a) If Purchaser violates any provision of this contract, the Authorized Officer may, after giving written notice, suspend any further operations for the Purchaser under this contract, except such operations as may be necessary to remedy any violations. The Authorized Officer may grant Purchaser an additional 30 days, after service of written notice, to correct any violations. If Purchaser fails to remedy all violations, the Authorized Officer may, by written notice, cancel this contract and take appropriate action to recover all damages suffered by the Government by reason of such violations, including application toward payment of such damages of any advance payments and bonds.

(b) If Purchaser extracts or removes any mineral materials sold under this contract during any period of suspension, or if Purchaser extracts any of such material after expiration of the time for extraction or the cancellation of this contract, such extraction or removal is in trespass and renders Purchaser liable for triple damages.

Sec. 11. Time for removal of personal property. Purchaser has the right within one (3) months after expiration of the time for extraction and removal of mineral materials, if not in default, to remove equipment, improvements, or other personal property from Government lands or rights-of-way. Any improvements such as road surfacing, culverts, and bridges which have become a permanent part of a Government road may not be removed. Any equipment, improvements, or other personal property remaining on Government lands and rights-of-way at the end of the period for removal as set forth herein becomes the property of the Government.

Sec. 12. Assignments. This contract or any portion of it may not be assigned without written approval of the Authorized Officer.

Sec. 13. Tenure. Unless otherwise provided by this contract, Purchaser has the right to extract and remove the materials until the termination of the contract, notwithstanding any subsequent appropriation or disposition under the general land laws, including the mining and mineral leasing laws.

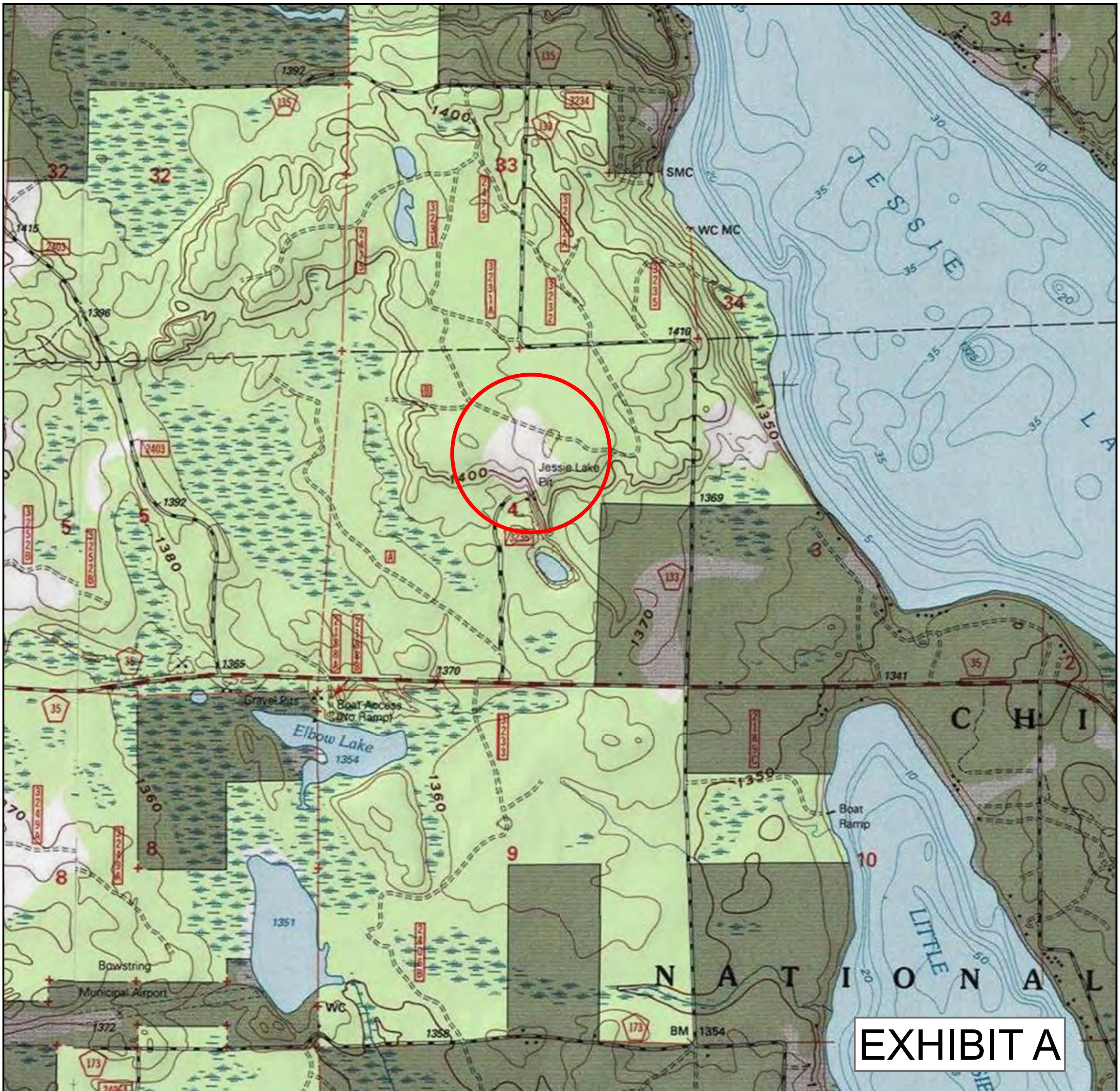
Sec. 14. Appeal. Unless specifically excluded by 36 CFR 251.80, Purchaser may appeal any decision by the Authorized Officer regarding this sale of mineral materials.

PURCHASER	**THE UNITED STATES OF AMERICA**
Itasca County Itasca County Courthouse 123 NE 4th Street Grand Rapids, MN 55744	Chippewa National Forest
By: ______________________________ (Signature)	By: ______________________________ MICHAEL STANSBERRY Forest Supervisor
______________________________ (Printed Name and Title)	
Date: ____________________________	Date: ____________________________

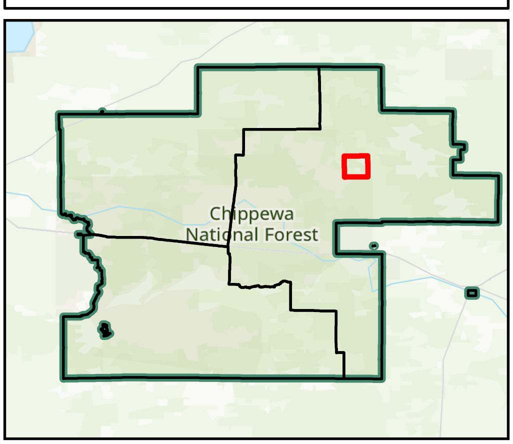
If a corporation executes this contract, it must affix its corporate seal.

NOTE: This information is being collected to process your application and effect a binding contract agreement. This information will also be used to identify and communicate with applicants. Response to this request is required to obtain a benefit.

Public reporting burden for this collection of information is estimated to average 2 hours 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Department of Agriculture, Clearance Officer, OIRM, AG Box 7630, Washington, D.C. 20250; and to the Office of Management and Budget, Paperwork Reduction Project (OMB No. 0596-0081), Washington, D.C. 20503.



Vicinity Map



Legend

Forest Service

Private/Other

Jessie Lake Gravel Pit
T. 147 N, R. 25 W., Sec. 4,
W1/2NE, E1/2NW

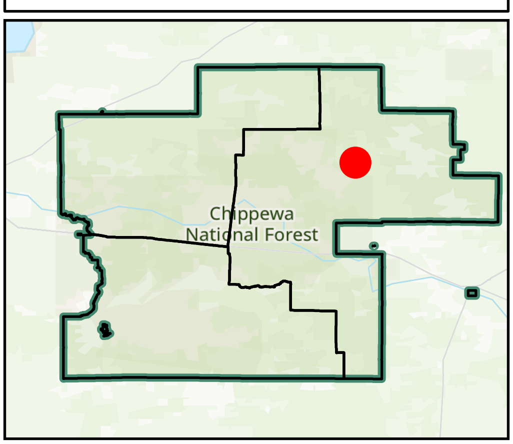
0 0.5 1 Miles

U.S. Forest Service - Region 9
Chippewa National Forest

N

This data was compiled by the Ottawa National Forest using the most current and complete GIS data available. Reliability or suitability of this information is not assured for any particular purpose and may be corrected, updated, or otherwise modified without notice.

Vicinity Map



Legend

Area Available to Clear

Jessie Lake Gravel Pit
T. 147 N, R. 25 W., Sec. 4,
W1/2NE, E1/2NW

0 250 500 Feet

U.S. Forest Service - Region 9
Chippewa National Forest

N

This data was compiled by the Ottawa National Forest using the most current and complete GIS data available. Reliability or suitability of this information is not assured for any particular purpose and may be corrected, updated, or otherwise modified without notice.

JESSIE LAKE GRAVEL PIT
OPERATING PLAN

T. 147 N., R. 25 W., Sec. 4, W1/2NE, E1/2NW

June 2026

The following guidelines and requirements shall apply to the Jessie Lake Gravel Pit for permit MM-2026-03-01 issued to Itasca County Road Commission. The attached maps (Exhibit A) will serve as a reference and is a part of the plan.

<u>Excavation</u>

1. Merchantable wood will be removed by the permittee prior to pit development. Roots shall "grubbed" at least 10 feet back from the face of the pit prior to excavation. Timber and vegetation will be placed as directed by a Forest Service (FS) representative. Timber is owned by the USFS and is not part of this permit. Timber shall not be removed until sold through contract with the USFS.
    a. Process the 5.0" in diameter and larger trees to 100" in length and to a 4" in diameter (roughly) top. Then deck them adjacent to, but not mixed with, the existing decks in the pit

2. Excavation shall be limited only to the face of the pit that has been designated by the Forest Service. No disturbance is permitted outside of the pit boundary.

3. Excavation shall not go any deeper than the floor of the existing pit and is not permitted below the water table.

4. Sedimentation and erosion control devices shall be utilized and maintained where necessary and as required by the Forest Service during pit development operations. Working area shall be shaped to contain any runoff, and direct it into the pit area.

5. Rehabilitated areas may not be disturbed.

6. Wetlands must be preserved and not disturbed by excavation.

<u>Stockpiles</u>

7. Purchaser and FS stockpiles should be clearly identified with signage indicating ownership.

8. Material may not be removed from any Forest Service stockpiles of crushed aggregate. Purchaser stockpiles must be located so as not to disturb or encroach upon existing Forest Service material.

9. Stumps and other unusable debris shall be stockpiled at locations designated by the Forest Service.

10. Topsoil located within the pit development area shall be salvaged and stockpiled at locations designated by the Forest Service. Brush, shrubs, rocks, gravel and trees shall not be piled on, or mixed with, topsoil pile.

11. All oversized material (boulders, etc.) shall be placed at locations designated by the Forest Service. Oversized rock will not be buried and should be piled no higher than six feet high. Permittee may be directed to use material to help reclaim previously disturbed areas.

12. All uncrushed rock removed from the permit area is subject to a separate royalty. All boulders that are 2.5 feet in average diameter or larger are subject to the boulder royalty if crushed or moved off the permit area.

13. Stockpiles of processed materials shall be located within the general pit area as designated by the Forest Service. **Stockpiles may not remain once the permit has expired. Material left on site after permit expiration becomes Forest Service property**.

14. After completion of operations, all disturbed areas within the pit shall be dressed, shaped and sloped as directed by the Forest Service. **All finished faces and slopes shall be 2 to 1 or flatter.**

<u>Other Activity</u>

15. Permittee must have a fuel spill management plan to operate in the pit; water quality shall not have a detrimental effect as a result of fuel management.

16. The Permittee will leave the premises neat, clean and in a safe condition and remove all refuse and debris that may from time to time accumulate on the site and dispose of the same in an approved manner.

17. The permittee shall not bury anything on the premises.

18. Permittee shall, at its own expense, be responsible for the upgrading and maintenance of the existing access road leading to the permit area, in coordination with a FS representative.

19. The Forest Service reserves the right to determine quantities mined by void estimate methods, by other engineering methods, or by documentation from the end user.

This Operating Plan is a working document which should be reviewed annually, and as such, is subject to revisions as dictated by changes that occur during the process of developing the pit.

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

Tuesday, June 9, 2026

REQUEST FOR BOARD ACTION: RBA-2026-181

DEPARTMENT: Human Resources
TIME REQUESTED: < 5 Minutes
PRESENTER: Administrator Skyles

AGENDA ITEM:
Employee Recognition

BOARD ACTION REQUESTED:
Farewell to Tom Williams, who has retired from his position as Deputy Sheriff/Sergeant in the Sheriffs Department, effected June 1st, 2026.

Farewell to Casey Sharp, who has resigned from her position as Public Health Nurse in the Health and Human Services department, effective June 2nd 2026.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

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

Tuesday, June 9, 2026

REQUEST FOR BOARD ACTION: RBA-2026-166

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 June 10, 2026, in the amount of $904,578.84.

BACKGROUND:

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

RESULT:	**APPROVED (4 TO 0)**
MOVER:	Commissioner Casey Venema
SECONDER:	Commissioner John Johnson
AYES:	Cory Smith, John Johnson, Larry Hopkins, Casey Venema
ABSENT	Terry Snyder

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

Tuesday, June 9, 2026

REQUEST FOR BOARD ACTION: RBA-2026-442

DEPARTMENT: Administrative Services **TIME REQUESTED:** 15 Minutes
PRESENTER: Chair Smith

AGENDA ITEM:
Citizen Input

BOARD ACTION REQUESTED:
Receive citizen input.

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

COUNTY ATTORNEY REVIEW: N/A

SUPPORTING DOCUMENTATION: None

06/09/2026

RESULT:	**INFORMATIONAL - NO ACTION TAKEN**