

REGULAR MEETING OF THE COUNTY BOARD OF COMMISSIONERS

What: Aitkin County Board Agenda

When: November 25, 2025

Where: Government Center Board Room

The public is invited to watch the meeting live on YouTube

9:00 a.m.

1) J. Mark Wedel, County Board Chair

- A) Call to Order
- B) Pledge of Allegiance
- C) Approval of the Agenda

9:00 a.m.

- D) Citizens Public Comment- Comments from visitors must be informational and not exceed (5) minutes per person (when there is a large number of speakers to be heard, the Board of Commissioners may shorten this time). The County Board generally will not engage in a discussion or debate but will take the information for consideration as appropriate. As part of the County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a public board meeting. Anyone attending virtually wishing to speak during the public comment period should notify the County Administrators office at 218-927-7276 option 8 no later than 2:30 P.M. on the Monday before the meeting.
- 2) Consent Agenda- All items on the Consent Agenda are considered to be routine and have been made available to the County Board prior to the meeting. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from this Agenda and considered under a separate motion.
 - A) Correspondence File-

November 12, 2025 - November 24, 2025

- B) Approve County Board Minutes-November 12, 2025
- C) Approve Electronic Funds Transfers EFT Report thru 11.17.25
- D) Approve Auditor Vouchers-Auditor Warrants 11.07.25
- E) Approve Auditor Vouchers-Auditor Warrants - HHS 11.07.25
- F) Approve Auditor Vouchers-Sales.Use & Diesel Tax 11.10.25
- G) Approve Manual Warrants/Voids/Corrections-ELAN 10.23.25
- H) Approve Auditor Vouchers-Auditor Warrants - HHS 11.14.25
- I) Approve Manual Warrants/Voids/Corrections-Manual Warrants 11.14.25
- J) Adopt Resolution-

County On, Off and Sunday Sale Liquor License - Kirby's Place LLC

- K) Approve-
 - Human Trafficking JPA
- L) Information Only

Cash Balance Report - October 2025

M) Approve Auditor Vouchers-

Auditor Warrants - Tax Settlements 11.21.25

- N) Approve-Out-of-State Travel
- O) Approve Commissioner's Vouchers Commissioner Warrants 11.21.25
- P) Adopt Resolution-SAP 001-614-017 Resolution for LRIP Grant Application

9:05 a.m. Kara Lindstrom, Field Representative for Congressman Stauber 3) A) Updates by Kara Lindstrom, Field Staff for Congressman Stauber 9:15 a.m. Andrew Carlstrom - Environmental Services Director 4) A) Request Public Hearing Date - Shoreland Ordinance Amendments B) Approve New Permitting and Registration Software C) Approve Request For Proposal (RFP) for Recycling Contract 9:45 a.m. David Minke - County Administrator 5) A) Approve North Memorial Ambulance Agreement B) Adopt Resolution - Consider Supporting Repeal of Minnesota's Nuclear Power Moratorium C) Approve State Grant Agreement for HHS Building Bond Funds 10:00 a.m. John Welle - County Engineer A) Public Info/Input Meeting - Proposed Changes to Road Designations - Scheduled at 10AM B) Adopt Resolution - Award Contract 20261 C) Adopt Resolution - Vacate Portion of CSAH 38 Right of Way 10:30 a.m. 7) Mike Dangers - County Assessor A) Approve Pictometry Eagleview Update 10:35 a.m. 8) Dennis Thompson - Land Commissioner A) Reject Bids for ATV Trail Construction 10:40 a.m. 9) Kathleen Ryan - County Auditor A) Adopt Resolution - 2026 Appropriations B) Adopt Resolution - 2026 Commissioner Salary Rate C) Adopt Resolution - Off Sale Liquor License OM Malmo, LLC 11:20 a.m. Mark Jeffers - Economic Development Coordinator 10) A) Economic Development Update - Information Only B) Approve Agreement - Minnesota Housing Finance Agency C) Strategic Plan - Revitalization Update - Information Only 11:55 a.m. **Health & Human Services Revitalization Team** 11) A) H&HS Psychological Safety Survey Results & Team Updates - Information Only 12:15 p.m. 12) **Bobbie Danielson – Human Resources Director** A) Ratify 2026-2028 Teamsters Non-Licensed Essential Unit Agreement B) Ratify 2026-2028 LELS Licensed Essentials Unit Agreement C) Approve Job Re-evaluation (Accounting Technician, HHS Dept.) 12:20 p.m. **Board of Commissioners** 13) A) Commissioner Committee Reports **ADJOURN**



AITKIN COUNTY BOARD OF COMMISSIONERS

November 12, 2025

9:00 a.m.

Government Center Board Room

Regular Session Minutes

1.A CALL TO ORDER

Chair Wedel called the meeting to order at 9:01 a.m.

Attendee Name	Title	Status
J. Mark Wedel	District #1	Present
Laurie Westerlund	District #2	Present
Travis Leiviska	District #3	Present
Bret Sample	District #4	Absent
Michael Kearney	District #5	Present
David Minke	County Administrator	Present
April Kellerman	Administrative Assistant	Present

1.B PLEDGE OF ALLEGIANCE

1.C APPROVAL OF AGENDA

Motion to: Approve the agenda.

RESULT:

APPROVED (4 TO 0)

MOVER:

Commissioner Travis Leiviska

SECONDER:

Commissioner Laurie Westerlund

1.D Citizens Public Comment - None

2 CONSENT AGENDA

Motion to: Approve the Consent Agenda.

RESULT:

APPROVED (4 TO 0)

MOVER:

Commissioner Michael Kearney

SECONDER:

Commissioner Travis Leiviska

A) Correspondence File-

October 28, 2025 - November 11, 2025

B) Approve County Board Minutes-

October 28, 2025

C) Approve Electronic Funds Transfers

Total \$4,034,921.67

D) Approve Auditor Vouchers-

Auditor Warrants - HHS 10.24.25

HHS \$49,391.71			Total	\$49,391.71

E) Approve Auditor Vouchers-

Auditor Warrants - School Advances 10.24.25

Townships \$1,780,704.09		Total	\$1,780,704.09
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F) Approve Manual Warrants/Voids/Corrections-

ELAN 10.09.25

General \$2	2,961.89	Reserves	\$200.00	LLCC	\$1,934.16	HHS	\$92.42
						Total	\$5,188.47

G) Approve Auditor Vouchers-

Auditor Warrants - R&B 10.31.25

R&B \$416,553.38 Total \$416	,553.38	
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H) Approve	H) Approve Auditor Vouchers-						
Auditor W	Auditor Warrants - Property Tax Overpays 10.31.25						
Genera	\$496.00	Taxes	\$19,471.42			Total	\$19,967.42
I) Approve	Auditor Vouche	ers-					
Auditor W	arrants - HHS 1	0.31.25					
Genera	\$18.47	HHS	\$20,493.37	AC Collab	\$79,562.00	Total	\$100,073.84
J) Approve	Manual Warran	ts/Voids/C	orrections-				-
Manual W	arrants - HHS 1	0.28.25					
HHS	\$466.17					Total	\$466.17
K) Approve	Manual Warran	ts/Voids/C	orrections-				
Manual W	arrants 10.31.25	5					
Genera	\$656.49	State	\$820,971.43	Taxes	\$3,927.00	Total	\$825,554.92
L) Approve	Commissioner'	s Vouchei	'S				-
Commissi	oner Warrants 1	1.07.25					
Genera	\$185,898.27	R&B	\$54,461.85	HHS	\$1,587.11	Trust	\$21,086.17
Fores	\$92,658.56	Taxes	\$362,142.34	LLCC	\$7,409.46	Parks	\$20,849.14
COVID	\$143.88					Total	\$746,236.78

Regular Agenda

3A Pat Scollard - Sentence to Serve Coordinator

Informational Only

STS Year in Review - Information Only

RESULT:

INFORMATIONAL ONLY

MOVER: SECONDER:

4A Chris Sutch - IT Manager

Motion to:

Approve Darktrace Renewal - Addition of Email Protection

RESULT:

APPROVED (4 TO 0)

MOVER:

Commissioner Laurie Westerlund

SECONDER:

Commissioner Travis Leiviska

5A Jim Bright – Facilities Coordinator

Informational Only

Facilities Updates - Information Only

RESULT:

INFORMATIONAL ONLY

MOVER: SECONDER:

6A Kathleen Ryan - County Auditor

Motion to:

Approve Statement of Work - CLA 2025 Audit

RESULT:

APPROVED (4 TO 0)

MOVER:

Commissioner Michael Kearney

SECONDER:

Commissioner Laurie Westerlund

6B Kathleen Ryan – County Auditor

Motion to:

Deny Adopting Resolution - Off Sale Liquor License OM Malmo, LLC dba Malmo Market

RESULT:

FAILED (2 TO 2)

MOVER:

Commissioner Laurie Westerlund

SECONDER:

Commissioner Michael Kearney

Deny license based on traffic concerns and the fact that there are four off-sale licenses in the township already.

Role Call Vote: Commissioner Westerlund - Aye

Commissioner Leiviska - No Commissioner Kearney - Aye Commissioner Wedel - No

David Minke - County Administrator **Discussion Item** Consider Support for Repealing Minnesota's Moratorium on Nuclear Power - Discussion Item **DISCUSSION ITEM** RESULT: MOVER: SECONDER: **Board of Commissioners** 8A **Informational Only** Commissioner Committee Reports ATV Committee, Northern Counties Land Use Coordinating Board, H&HS Advisory, Aquatic Invasive Species (AIS), Mississippi Headwaters Board **Motion to Adjourn** Motion made at 9:53 a.m. RESULT: APPROVED (4 TO 0) MOVER: Commissioner Laurie Westerlund SECONDER: Commissioner Travis Leiviska **Next Meeting:** Tuesday, November 25, 2025 J. Mark Wedel, Board Chair David J. Minke Aitkin County Board of Commissioner County Administrator



Board of County Commissioners Agenda Request

2C
Agenda Item #

Requested Meeting Date: 11/25/2025

Title of Item: EFT Report

REGULAR AGENDA	Action Requested:		Direction Requested
CONSENT AGENDA	✓ Approve/Deny Motion		Discussion Item
INFORMATION ONLY	Adopt Resolution (attach dra *provide	aft) e copy of hea	Hold Public Hearing* ring notice that was published
Submitted by: Lori Grams		Departme County Tre	
Presenter (Name and Title):			Estimated Time Needed:
N/A			
Summary of Issue:			
EFT Report thru 11/17/2025			
			×
Alternatives, Options, Effects of	n Others/Comments:		
Recommended Action/Motion:			
Financial Impact: Is there a cost associated with this	s request?	\square_N	70
What is the total cost, with tax and		/\	•
Is this budgeted?	No Please Exp	lain:	

ELECTRONIC FUNDS TRANSFER

Thru November 17, 2025 Board Meetiing November 25, 2025

Abstract Number	Date	Amount	Reason	
22426	11/7/2025	\$155,830.73	Commissioner Abstrct	
22427	11/7/2025	\$13,160.23	Auditor Abstract	St.
22428	11/7/2025	\$11,561.03	Auditor Abstract	
22429	11/10/2025	\$2,479.11	Auditor Abstract	
22430	11/6/2025	\$7,978.73	Manual Abstract	
22431	11/14/2025	\$929,585.50	Payroll Abstract	
22432	11/14/2025	\$6,670.36	Auditor Abstract	
22433	11/14/2025	\$165,030.96	Manual Abstract	
			4	
	Light Park		可以是一种企业的企业的企业	

Voids/No ACH

\$1,292,296.65

S:Board Report:2025 EFT Board Report Thru Date

WLB1 11/5/25

3:31PM

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 1

Print List in Order By: 1 1 - Fund (Page Break by Fund)

2 - Department (Totals by Dept)

3 - Vendor Number 4 - Vendor Name

Explode Dist. Formulas?: N

Paid on Behalf Of Name

on Audit List?: N

Type of Audit List: S D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: N

WLB1 11/5/25 3:31PM **Aitkin County**

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 2

3 Road & Bridge

Vendor <u>Name</u>

No.

13604 Sir Lines-A-Lot LLC

<u>Amount</u>

13,160.23

1 Transactions

3 Fund Total:

13,160.23

Road & Bridge

1 Vendors

1 Transactions

Final Total: 13,160.23 1 Vendors 1 Transactions

WLB1 11/5/25 3:31PM

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES

Page 3

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	3	13,160.23	Road & Bridge		
	All Funds	13,160.23	Total	Approved by,	

crs1

11/6/25 11:23AM

Aitkin County



Page 1

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES

Print List in Order By: 1 - Fund (Page Break by Fund)

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Explode Dist. Formulas?: N

Paid on Behalf Of Name

on Audit List?: Ν

Type of Audit List: S D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: Υ

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 2

11/6/25 11:23AM Health & Human Services

crs1

<u>Vendor</u>	Name		
<u>No.</u>		Amount	
88284	Aitkin Co Recorder	39.00	2 Transactions
9608	AMAZON CAPITAL SERVICES (HHS only)	317.14	3 Transactions
14436	ANDERSON/CORY	162.47	2 Transactions
10110	AT&T Mobility (HHS)	2,047.84	17 Transactions
9177	BAYLISS/KELLI	185.00	1 Transactions
14406	BLAKESLEY/JEFF	688.64	8 Transactions
10801	Bleeker/Lynn	4,379.15	1 Transactions
89523	Butterfield/Brenda	127.08	1 Transactions
9483	Cahoon/Jeana	966.27	1 Transactions
10142	Campbell/Leigh	185.00	1 Transactions
10855	Culligan Soft Water	75.40	3 Transactions
11051	Department of Human Services	26,035.33	12 Transactions
9682	DREWES/VICKI	185.00	1 Transactions
12098	DRUAR/TAWNY	370.00	2 Transactions
6111	Ekelund/Gordon	185.00	1 Transactions
11908	FIXSEN/FRED	185.00	1 Transactions
10806	Fortunato Art Sudio	40.00	1 Transactions
10655	Geionety/Timothy	1,179.24	1 Transactions
10683	Heikkila/Danielle	966.27	1 Transactions
10710	Heinecke/Pamela K. G.	2,979.89	4 Transactions
10415	Heins/Darla	185.00	1 Transactions
10539	Henderson/Amy	161.00	1 Transactions
10515	Kliber/Kurt	185.00	1 Transactions
13920	LANE/TONI	190.10	1 Transactions
10108	Lewis/Shawn M	185.00	1 Transactions
10435	LexisNexis Risk Solutions FL Inc.	183.50	1 Transactions
10182	Loeffelholz/Keith	185.00	1 Transactions
9182	MCMAHON/ANNE K	185.00	1 Transactions
11502	Methven Funeral Homes	5,280.00	1 Transactions
13296	NORDQUIST/JOHN	185.00	1 Transactions
10401	Olson/Shelley	185.00	1 Transactions
10740	Paul Bunyan Communications	90.00	1 Transactions
10657	Quadient (HHS)	1,000.00	1 Transactions
12010	RADUENZ/ RODNEY	185.00	1 Transactions
14518	ROSS RESOURCES, LTD	855.10	2 Transactions
9127	RUSCHMEIER/JEFF A	185.00	1 Transactions

Aitkin County

Audit List for Board **AUDITOR'S VOUCHERS ENTRIES**



Page 3

Final T	otal	59,644.51	48 Vendors	97 Transactions
10659	Zapf/Joan	185.00	1 Transactions	
9268	VFW Post 1727, Roberts-Glad Post 1727	2,650.00	1 Transactions	
10802	UpDown Property Management	1,664.00	1 Transactions	
10601	Ukutegbe/Zachariah	185.00	1 Transactions	
11728	Tuil/Jennifer	183.00	1 Transactions	
14936	SPRINGER/CHRISTINE	182.40	3 Transactions	
86177	Sheriff Aitkin County	60.00	1 Transactions	
14811	Seguin/Cathy	185.00	1 Transactions	
9618	Seffl/Michelle	185.00	1 Transactions	
10275	Seebeck/Robert & Patricia	3,008.55	2 Transactions	
10538	Schwagel/Mary	185.00	1 Transactions	
13876	SCHOENROCK/ADAM	248.14	2 Transactions	
<u>No.</u>		<u>Amount</u>		
<u>Vendor</u>	<u>Name</u>			

crs1 11/6/25

11:23AM

Health & Human Services

crs1 11/6/25 11:23AM Health & Human Services

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES

Page 4

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	5	59,644.51	Health & Human Services		
	All Funds	59,644.51	Total	Approved by,	

12:48PM

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 1

Print List in Order By: 1 1 - Fund (Page Break by Fund)

2 - Department (Totals by Dept)

3 - Vendor Number 4 - Vendor Name

Explode Dist. Formulas?: N

Paid on Behalf Of Name

on Audit List?: N

Type of Audit List: S D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: N

WLB1 11/6/25 12:48PM **Aitkin County**

INTEGRATED FINANCIAL SYSTEMS

Page 2

Audit List for Board

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

General Fund

Vendor <u>Name</u>

<u>No.</u>

<u>Amount</u>

10784 Old National Bank

70.46

25 Transactions

1 Fund Total: 70.46 General Fund 1 Vendors 25 Transactions

WLB1 11/6/25 12:48PM **Aitkin County**

AUDITOR'S VOUCHERS ENTRIES



Page 3

Vendor Name

Road & Bridge

<u>No.</u>

10784 Old National Bank

<u>Amount</u>

1,795.66 36 Transactions

3 Fund Total: 1,795.66 Road & Bridge 1 Vendors 36 Transactions

Audit List for Board

WLB1 11/6/25 12:48PM **10** Trust **Aitkin County**

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 4

Vendor Name

Old National Bank

<u>No.</u> 10784 <u>Amount</u>

21.60

2 Transactions

10 Fund Total: 21.60 Trust 1 Vendors 2 Transactions

12:48PM

19 Long Lake Conservation Cen

Aitkin County

AUDITOR'S VOUCHERS ENTRIES



Page 5

Vendor Name

<u>No.</u> 10784 <u>Amount</u>

Old National Bank

173.60 13 Transactions

Audit List for Board

19 Fund Total: 173.60 Long Lake Conservation Center 1 Vendors 13 Transactions

WLB1 11/6/25 12:48PM 21 Parks

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 6

Vendor <u>Name</u>

> No. 10784

Old National Bank

<u>Amount</u>

417.79

47 Transactions

21 Fund Total:

417.79

Parks

1 Vendors

47 Transactions

2,479.11 Final Total:

5 Vendors

123 Transactions

12:48PM

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 7

Recap by Fund	<u>Fund</u>	AMOUNT	<u>Name</u>		
	1	70.46	General Fund		
	3	1,795.66	Road & Bridge		
	10	21.60	Trust		
	19	173.60	Long Lake Conservat	ion Center	
	21	417.79	Parks		
	All Funds	2,479.11	Total	Approved by,	

Aitkin County 11/6/25 2:23PM

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 2

Vendor Name

General Fund

No.

WLB1

<u>Amount</u>

10789 Old National Bank (ELAN) 2,161.04

25 Transactions

1 Fund Total: 2,161.04 1 Vendors 25 Transactions **General Fund**

Aitkin County WLB1 11/6/25 2:23PM

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 3

Vendor Name

11 Forest Development

No.

11 Fund Total:

<u>Amount</u>

10789 Old National Bank (ELAN) 209.56

209.56

2 Transactions

Forest Development

1 Vendors

2 Transactions

2,370.60 Final Total: 2 Vendors 27 Transactions

2:23PM

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 2

Vendor Name

<u>No.</u>

<u>Amount</u>

10789 Old National Bank (ELAN)

Health & Human Services

1,506.31

9 Transactions

5 Fund Total:

1,506.31

Health & Human Services

1 Vendors

9 Transactions

Final Total:

1,506.31 1 Vendors

9 Transactions

2:23PM

Aitkin County



Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 4

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	1 11	2,161.04 209.56	General Fund Forest Development		
	All Funds	2,370.60	Total	Approved by,	

2:23PM

Aitkin County



Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 3

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	5	1,506.31	Health & Human Services		
	All Funds	1,506.31	Total	Approved by,	

Total Elan pd 10.23.25 = \$3876.91

crs1

11/13/25 11:27AM

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Page 1

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2 - Department (Totals by Dept)3 - Vendor Number

4 - Vendor Name

Explode Dist. Formulas?: N

Paid on Behalf Of Name

on Audit List?: Ν

Type of Audit List: S D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: Υ

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 2

11/13/25 11:27AM Health & Human Services

crs1

<u>Vendor</u>	Name			
<u>No.</u>		Amount		
14590	ACKLEY/ISAAC	244.49	3 Transactions	
88284	Aitkin Co Recorder	13.00	1 Transactions	
9608	AMAZON CAPITAL SERVICES (HHS only)	211.80	4 Transactions	
10152	Blunt/Patrick	66.15	6 Transactions	
9593	Boser/Alissa	35.00	3 Transactions	
9333	BRODHEAD/MICHELLE	59.43	6 Transactions	
783	Canon Financial Services, Inc	757.03	9 Transactions	
14153	CB NORTHPOINT TOWNHOMES, LP	572.00	1 Transactions	
10399	Cox/Lisa	71.56	1 Transactions	
12094	FLIER/AMANDA	81.12	1 Transactions	
10580	Fossum/Jozee	230.16	2 Transactions	
15136	HOPPE/JOEL	82.46	6 Transactions	
10526	Jarvela/Jennifer	94.72	2 Transactions	
10297	Johnson/Jodie	49.98	6 Transactions	
9130	JUSTEN/DANA	13.60	1 Transactions	
90182	Laboratory Corp Of America Holdings	99.00	1 Transactions	
11072	Lutheran Social Service MN Guardianship	1,623.60	5 Transactions	
10792	Nexus-Mille Lacs Family Healing	9,200.80	1 Transactions	
3639	Northland Counseling Ctr Inc	1,254.00	1 Transactions	
10109	Quadient, Inc	1,793.71	3 Transactions	
4010	Rasley Oil Company	547.69	1 Transactions	
10394	Resource Training & Solutions	2,459.20	10 Transactions	
10305	Sipe/John	178.15	3 Transactions	
14390	TANGE, MSW/PHILIP B	1,800.00	4 Transactions	
9567	THOMPSON/ANESSA	165.95	2 Transactions	
13159	Tillotson-Short/Elizabeth	65.31	6 Transactions	
9615	WEX BANK - HHS	362.73	5 Transactions	
90947	Wyant/Amy M	35.00	3 Transactions	
10440	Young/Griffin	498.37	3 Transactions	
Final Total		22,666.01	29 Vendors	100 Transactions

crs1 11/13/25 11:27AM Health & Human Services

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES

Page 3

Recap by Fund	<u>Fund</u>	AMOUNT	<u>Name</u>		
	1	695.42	General Fund		
	5	21,970.59	Health & Human Services		
	All Funds	22,666.01	Total	Approved by,	

WLB1 11/14/25

10:16AM

Aitkin County



Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 1

Print List in Order By: 1 1 - Fund (Page Break by Fund)

2 - Department (Totals by Dept)

3 - Vendor Number 4 - Vendor Name

Explode Dist. Formulas?: Y

Paid on Behalf Of Name

on Audit List?: N

Type of Audit List: S D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: N

WLB1 11/14/25

10:16AM

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 2

Vendor Name

General Fund

<u>No.</u>

<u>Amount</u>

10784 Old National Bank

0.03

2 Transactions

10785 Old National Bank

660.29

3 Transactions

General Fund

1 Fund Total:

660.32

2 Vendors

5 Transactions

WLB1 11/14/25 10:16AM **9** State **Aitkin County**

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 3

Vendor Name

<u>No.</u>

10784 Old National Bank

<u>Amount</u>

163,862.64

3 Transactions

9 Fund Total: 163,862.64

State

1 Vendors

3 Transactions

WLB1 11/14/25 10:16AM 13 Taxes & Penalties **Aitkin County**



Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

2 Transactions

Page 4

Vendor Name

<u>No.</u>

10785 Old National Bank

<u>Amount</u>

508.00

13 Fund Total: 508.00 Taxes & Penalties 1 Vendors 2 Transactions

Final Total: 165,030.96 4 Vendors 10 Transactions

WLB1 11/14/25

10:16AM

Aitkin County



Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 5

Recap by Fund	<u>Fund</u>	AMOUNT	<u>Name</u>		
	1	660.32	General Fund		
	9	163,862.64	State		
	13	508.00	Taxes & Penalties		
	All Funds	165,030.96	Total	Approved by,	



Board of County Commissioners Agenda Request

2J

Requested Meeting Date: November 25, 2025

Title of Item: County On, Off and Sunday Sale Liquor License - Kirby's Place LLC **Action Requested:** Direction Requested **REGULAR AGENDA** Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) **Information Only** Hold Public Hearing *provide copy of hearing notice that was published **Department:** Submitted by: Christy M. Bishop Auditor's Office Presenter (Name and Title): **Estimated Time Needed: Summary of Issue:** Application for new County On, Off and Sunday Sale Liquor License for Kirby's Place, LLC - d/b/a Kirby's Place located at 50933 State Highway 65 McGregor, MN 55760 - Workman Township **Alternatives, Options, Effects on Others/Comments: Recommended Action/Motion:** Resolution to approve new County On, Off and Sunday Sales Liquor License for Kirby's Place, LLC -d/b/a Kirby's Place located at 50933 State Highway 65 McGregor, MN 55760 - Workman Township **Financial Impact: ✓** No Yes Is there a cost associated with this request? What is the total cost, with tax and shipping? \$ Is this budgeted? Yes Please Explain:

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED

November 25, 2025

By Commissioner: xxx 20251125-xxx

County On, Off and Sunday Sale Liquor License - Kirby's Place LLC

NOW THEREFORE BE IT RESOLVED, the Aitkin County Board of Commissioners agrees to approve the following new liquor license for a period of December 9, 2025 - December 31, 2025:

"ON, OFF AND SUNDAY" Sale:

Application for new County On, Off and Sunday Sale Liquor License for Kirby's Place, LLC - d/b/a Kirby's Place with a location of 50933 State Highway 65 McGregor, MN 55760 - Workman Township

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

XXX MEMBERS PRESENT

All Members Voting xxx

STATE OF MINNESOTA) COUNTY OF AITKIN)

I, David J. Minke, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the <u>25th day</u> of <u>November 2025</u>, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 25th day of November 2025

David J. Minke County Administrator



Board of County Commissioners Agenda Request



Requested Meeting Date: November 25, 2025

Title of Item: Human Trafficking JPA

	Action Requested:	Direction Requested
REGULAR AGENDA	✓ Approve/Deny Motion	Discussion Item
✓ CONSENT AGENDA	Adopt Resolution (attach draft)	Information Only
	Hold Public Hearing *provide co	opy of hearing notice that was published
Submitted by:		Department:
Sheriff Dan Guida		Sheriff's Office
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue:		
Recommend approving State of Mi Agreement is attached for your rev	innesota Human Trafficking Investigator's iew and is good for 5 years.	Task Force Joint Powers Agreement.
Alternatives, Options, Effects	on Others/Comments:	
Recommended Action/Motion Recommend approval of Joint Pow on back page of agreement.		ator & County Board Chair to Sign and Date
Financial Impact: Is there a cost associated with what is the total cost, with tax a ls this budgeted?	and shipping? \$	√ No lain:



STATE OF MINNESOTA HUMAN TRAFFICKING INVESTIGATORS TASK FORCE JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Aitkin on behalf of its Sheriff's Office, 218 1st St NW Aitkin, MN 56431 ("Governmental Unit"). The BCA and Governmental Unit may be referred to jointly as "Parties".

Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The Parties wish to work together to investigate and prosecute human trafficking, which includes sex and labor trafficking. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an Affiliate member.

Agreement

1. Term of Agreement

- **1.1 Effective Date.** This Agreement is effective on the date BCA obtains all required signatures pursuant to Minnesota Statutes § 16C.05, subdivision 2.
- **Expiration Date.** This Agreement expires five (5) years from the Effective Date unless terminated earlier pursuant to clause 12.

2. Purpose

The Governmental Unit and BCA enter into this Agreement to make the Governmental Unit part of the MNHITF that will use a three-pronged approach to combat human trafficking, which includes sex and labor trafficking: **prevention, education, and enforcement**. The BCA will provide an Assistant Special Agent in Charge (ASAIC) who will serve as the Commander of the Task Force (Commander) and who reports to a Special Agent in Charge (SAIC). The Governmental Unit will provide to the Task Force an affiliate member(s) ("Members").

3. Standards

The Governmental Unit will adhere to the MNHITF Standards identified below.

- 3.1 Members will investigate human trafficking crimes committed by organized groups or individuals, with a priority on minors being trafficked.
- 3.2 Members will participate in pro-active human trafficking operations and recover victims of human trafficking, having a priority focus on minors, with the goal of identifying their traffickers.
- 3.3 Members will follow state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures.
- 3.4 Members will follow proper legal procedures in securing evidence, including electronic devices.
- 3.5 Members will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments
- 3.6 Members will use, as appropriate, a broad array of investigative technologies and techniques.
- 3.7 Members will interview and prepare reports of victim recoveries and direct those victims to appropriate public and private resources to help ensure their safety and integration back into

- society.
- 3.8 Members must be willing to respond and/or work jointly on human trafficking crimes within their jurisdiction and complete their assigned duties for the duration of the term of this Agreement.
- 3.9 Members must be licensed peace officers.
- **3.10** Members will investigate cases involving multi-jurisdictional, complex and/or organized groups involving human trafficking, which may require travel to neighboring jurisdictions as investigations expand.
- **3.11** Members will prepare an operational briefing sheet for each active operation related to the MNHITF investigations and activities, to be approved by the Commander.
- **3.12** Members will prepare investigative reports related to the MNHITF investigations and activities to be submitted to the Commander.
- 3.13 Members must submit statistics to the Commander on a quarterly basis.
- **3.14** Members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the Commander.
- **3.15** Members will utilize a deconfliction system to share and receive information to promote deconfliction with other agencies.

4. Responsibilities of the Governmental Unit and the BCA

- 4.1 The Governmental Unit will:
 - **4.1.1** Conduct investigations in accordance with provisions of the MNHITF Standards, identified in clause 3 above, and conclude such investigations in a timely manner.
 - **4.1.2** Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the BCA for statistical reporting purposes.
 - 4.1.3 Continue to directly supervise Members that are assigned to the MNHITF. Members remain under the employ of the Governmental Unit while assigned to and performing MNHITF assignments. All services, duties, acts or omissions performed by Members will be within the course and duty of the Members' employment and therefore covered by the Workers Compensation and other compensation programs of then Governmental Unit including fringe benefits.
 - 4.1.4 Make a reasonable good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among members of the MNHITF.
 - **4.1.5** Participate fully in any audits required by the MNHITF.
 - 4.1.6 Upon request, provide the BCA with a copy of any body worn camera footage that was captured while working within the capacity of the MNHITF under this Agreement. Said footage must be turned over to the BCA within 48 hours via a secured cloud storage service or thumb drive, as directed by the Authorized Representative for inclusion in the BCA's case files. The copy of the footage will be maintained in the BCA's system.
 - **4.1.7** Consult the BCA in advance of any release of body worn camera footage to allow the BCA to consider and consult any private, not public, or confidential data that may require redaction. Any release of data captured in the course of MNHITF operations must adhere to state and federal laws.
 - 4.1.8 Adhere to MNHITF's operations plans or other operational guidance issued by the SAIC and ASAIC, including new procedures governing the MNHITF while conducting MNHITF investigations and activities.
 - 4.1.9 Comply with the use of force provisions of their home agency's policies and procedures. Members must also comply with directives issued by the SAIC and ASAIC. In the event of a conflict between the use of force requirements of the Members' home agency policy, and the policies or directives of the MNHITF, the policies and procedures of the home agency shall govern. Prior to deployment in the field, Members will confer with the SAIC or ASAIC to identify any potential use of force policy conflicts and work to resolve them in advance of operational activities.
 - **4.1.10** Promptly submit to the Authorized Representative any and all investigation reports and supplementary reports created and generated while conducting MNHITF activities.
 - **4.1.11** Report any performance measure data collected related to MNHITF to the Authorized Representative on a quarterly basis each year for the duration of this Agreement.
 - 4.1.12 Generate quarterly expense reports covering previously approved expenses incurred

- within that quarterly period. Requests for reimbursement for that quarter's expenses must be submitted to the ASAIC in the requested format for reimbursement within fourteen (14) days from the end of each quarter.
- **4.1.13** Submit requests for reimbursement within fourteen (14) days of notification of the grant's expiration, otherwise, the Governmental Unit will forfeit its reimbursement.

4.2 The BCA will:

- 4.2.1 Provide an ASAIC who will serve as the Commander of the Task Force.
- **4.2.2** Review and approve or decline reimbursement requests under clause 5.1 within three (3) business days of the reimbursement request. To process the request for reimbursement will require fourteen (14) business days upon receipt of the approved request.
- **4.3** Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

5. Payment

- **5.1** The Governmental Unit must make a written request for funds and receive approval from the Commander or designee.
- 5.2 The Governmental Unit must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the invoice date with payment made to the Governmental Unit Authorized Representative's address listed below.

6. Authorized Representatives

The BCA's Authorized Representative is the following person or her successor:

Name:

Rachel Fenske, Commander of BCA-led MNHITF

Address:

Department of Public Safety; Bureau of Criminal Apprehension

1430 Maryland Street East

Saint Paul, MN 55106

Telephone:

651.793.7000

E-mail Address:

Rachel.Fenske@state.mn.us

The Governmental Unit's Authorized Representative is the person below or his/her successor:

Name:

Dan Guida, Sheriff

Address:

218 1st St NW

Aitkin, MN 56431

Telephone:

218-927-7435

E-mail Address:

sheriff@aitkincountymn.gov

If the Governmental Unit's Authorized Representative changes at any time during this Agreement, the Governmental Unit must immediately notify the BCA's Authorized Representative in writing by email.

7. Assignment, Amendments, Waiver, and Agreement Complete

- **7.1 Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement.
- **7.2** Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- **7.3 Waiver.** If the BCA fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- **7.4** Agreement Complete. This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others

and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

9. Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA and/or the State Auditor and/or Legislative Auditor, as appropriate, for a minimum of six (6) years from the end of this Agreement.

10. Government Data Practices

The Governmental Unit and the BCA must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, and other applicable law, as it applies to all data provided by the BCA under this Agreement and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the BCA. The BCA will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

11. Venue

The venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

12. Expiration and Termination

- 12.1 Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.
- **12.2** Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the Commander all investigative equipment that was acquired under this Agreement.

13. Continuing Obligations

The following clauses survive the expiration or cancellation of this Agreement: 8, Liability; 9, Audits; 10, Government Data Practices; and 11, Venue.

The remaining balance of this page intentionally left blank.

The parties indicate their agreement and authority to execute this Agreement by signing below.

SWIFT Contract Number: 278808

1.	STATE ENCUMBRANCE VERIFICATION Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.	3.	DEPARTMENT OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION
Sig	ned:	By: _	(with delegated authority)
Dat	e:	Title	
SW	/IFT PO Number:	Date	x:
2.	GOVERNMENTAL UNIT Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.	4.	COMMISSIONER OF ADMINISTRATION As delegated to the Office of State Procurement
Ву:		Ву:	
Title	e:J. Mark Wedel - Aitkin County Board	Dat	e:
Dat	Chair,November 25, 2025 e:		
Title	e: David Minke - Aitkin County Administrator		
Dat	November 25, 2025		
Ву:			
Title	e:		
Dat	November 25, 2025		



Board of County Commissioners Agenda Request



Requested Meeting Date: Novembe 25, 2025

Title of Item: Cash Balance Report - October 2025

REGULAR AGENDA	Action Requested:	Direction Requested
REGULAR AGENDA	Approve/Deny Motion	Discussion Item
CONSENT AGENDA	Adopt Resolution (attach draft)	
	Hold Public Hearing *provide co	ppy of hearing notice that was published
Submitted by:		Department:
Kathleen Ryan, County Auditor		Auditor
Presenter (Name and Title): Kathleen Ryan, County Auditor		Estimated Time Needed:
Summary of Issue:		
Report of the Cash Balances for the	e County as of October 31, 2025.	
Alternatives, Options, Effects	on Others/Comments:	
Recommended Action/Motion Informational Only.	า:	
Financial Impact: Is there a cost associated with What is the total cost, with tax a Is this budgeted? Yes	and shipping? \$	√ No lain:

11/17/2025	BALANCE	BALANCE	BALANCE	BALANCE	BALANCE	BALANCE	BALANCE	BALANCE
CASH BALANCE SHEET	07/31/25	08/31/25	09/30/25	10/31/25	12/31/24	12/31/23	12/31/22	12/31/21
_	200000 100000000 10000000 1000000	Special Densit Vide States of Manager	Control of the Strap Serventer Wester					
INVESTMENTS =	37,049,465.54	32,013,227.41	30,639,823.30	34,519,115.18	32,710,928.19	31,308,294.70	28,382,342.23	27,157,710.56
CASH BALANCES								
General - Fund 1 and Reserves Fund 2	18,922,884.25	17,706,017.55	16,793,242.87	18,832,862.86	18,141,683.73	15,954,763.57	14,528,551.70	14,109,614.93
	,,		, , , , , , , , , , , , , , , , , , , ,	,				
ROAD & BRIDGE - Fund 3	7,496,152.71	3,811,211.59	2,572,344.39	2,888,261.97	3,838,217.82	4,058,895.47	2,230,541.57	1,531,679.66
Unorgized Townships - Fund 4	485,364.85	486,230.74	508,511.67	520,041.22	377,829.52	418,377.64	428,656.35	513,900.22
LICAL TILL & LINIMAN CEDUTATION CO. L. J. E.	((72 400 40	4 EEE 1E4 24	6,137,762.83	6,504,227.19	6,602,382.97	6,550,169,79	6,433,926.12	5,915,541.36
HEALTH & HUMAN SERVICES - Fund 5	6,672,499.40 70,247.00	6,555,154.26 70,247.00	70,247.00	70,247.00	70.247.00	70,247.00	70,247.00	70,247.00
MA ESTATE RECOVERIES - Fund 5	70,247.00	70,247.00	70,247.00	70,247.00	70,247.00	70,247.00	70,247.00	70,247.00
DEBT SERVICE - Fund 6	501,514.73	502,044.15	502,907.63	707,589.54	819,903.27	766,520.88	712,886.12	667,237.20
Ditch - Fund 7	39,739.91	39,853.47	39,967.08	40,076.43	38,952.73	38,262.78	37,280.97	36,921.80
STATE - Fund 9	118,804.95	122,812.65	108,185.37	172,453.38	138,944.53	176,481.53	152,930.30	140,016.66
TRUST - Fund 10	2,186,503.55	2,172,455.67	2,631,160.54	2,649,533.85	1,841,674.87	2,037,464.17	2,354,738.83	1,819,303.22
LAND - Fund 11	1,057,937.56	1,037,949.34	966,769.95	847,773.21	545,061.38	602,221.06	647,195.90	788,950.96
			T/0.00/.04	2 722 702 20	44040104	7/0 700 47	702.250.77	E04 001 42
TOWNSHIPS/SCHOOLS/ARDC - Fund 12	184,013.84	188,864.67	560,986.94	3,739,790.80	662,621.04	762,783.47 429.00	702,259.77 0.00	584,881.42 3,796.54
TAXES & PENALTIES - FUND 13	1,775,752.86	1,980,627.81	3,278,497.42	362,142.34		70,557.33	77,102.14	72,411.03
COLLABORATIVE AGENCY - FUND 15	129,658.71 468.276.90	150,872.71 468,332,54	150,566.71 468,399.11	71,004.71 468,463.19	91,168.71 457,677.38	482,753.04	457,818.59	457,818.59
ENVIRONMENTAL TRUST - FUND 18	468,276.90	400,332.34	400,399.11	400,403.19	457,077.38	462,755.04	457,010.59	437,010.39
LLCC - Fund 19	(219,539.83)	(289,325.90)	(329,483.22)	(388,587.29)	38,514.78	21,327.43	0.00	0,00
CLCC - I dild 19	(217,557.55)	(207,020.70)	(02),100.22)	(000,007.27)				
PARKS - Fund 21	(541,090.98)	(383,563.40)	(410,545.00)	(528,004.97)	(500,440.18)	(170,531.73)	101,00	119,713.47
ARPA - Fund 22	439,462.31	431,192.58	408,490.58	380,143.23	664,700.96	1,697,676.83	2,070,440.91	1,308,817.34
OPIOID SETTLEMENT - Fund 25	617,634.42	683,207.98	675,945.64	663,710.47	650,908.93	285,894.22	250,088.50	0.00
HOUSING TRUST FUND - Fund 85	215,321.00	215,321.00	215,321.00	215,321.00	194,444.00	97,222.00	0.00	0.00
TOTAL CASH & INVESTMENTS	40,621,138.14	35,949,506.41	35,349,278.51	38,217,050.13	34,674,493.44	33,921,515.48	31,131,255.09	28,140,851.40

FUND BALANCE as of 12/31/2024

General Fund - Unassigned	Fund Balance Minimum Recommended Amount
\$10,888	,099 \$7,803,560 40% of Operations
	\$9,754,451 50% of Operations
Road & Bridge Fund - Unassigned	Fund Balance Minimum Recommended Amount

\$2,922,163 \$3,106,936 40% of Operations \$3,752,670 50% of Operations

Health & Human Services - Unassigned Fund Balance Minimum Recommended Amount

\$4,419,969 \$3,278,912 40% of Operations \$4,098,641 50% of Operations WLB1 11/17/25 2:16PM

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 1

Print List in Order By: 1 1 - Fund (Page Break by Fund)

1 - Fund (Page Break by Fund)2 - Department (Totals by Dept)

3 - Vendor Number 4 - Vendor Name

Explode Dist. Formulas?: N

Paid on Behalf Of Name

on Audit List?: N

Type of Audit List: S D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: N

WLB1 11/17/25 2:16PM **12** Townships/Cities/ARDC/Amb

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor <u>No.</u>	Name	<u>Amount</u>	
1010	City Of Aitkin	706,585.14	1 Transactions
173	City Of Hill City	110,556.53	1 Transactions
1025	City Of McGrath-Treasurer	7,613.32	1 Transactions
175	City Of McGregor	144,024.62	1 Transactions
176	City Of Palisade	35,733.63	1 Transactions
178	City Of Tamarack	14,648.92	1 Transactions
393	ISD 1 Aitkin-Treasurer	138,638.65	1 Transactions
1985	ISD 182 Crosby-Treasurer	0.12	1 Transactions
392	ISD 2 Hill City-Treasurer	105,120.13	1 Transactions
1983	ISD 2165 Hinckley Finlayson-Treasurer	5,263.86	1 Transactions
1979	ISD 2580 East Central-Treasurer	1,553.49	1 Transactions
395	ISD 4 McGregor-Treasurer	210,091.24	1 Transactions
1982	ISD 473 Isle-Treasurer	11,260.09	1 Transactions
1981	ISD 577 Willow River-Treasurer	1,778.30	1 Transactions
394	ISD 698 Floodwood-Treasurer	8,695.96	1 Transactions
1984	ISD 95 Cromwell-Wright-Treasurer	5.92	1 Transactions
13110	Lake Minnewawa Lake Improvement District	13,472.72	1 Transactions
7000	Town Of Aitkin Treasurer	99,195.06	1 Transactions
7001	Town Of Ball Bluff Treasurer	44,067.78	1 Transactions

WLB1 11/17/25 2:16PM **12** Townships/Cities/ARDC/Amb

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor <u>No.</u>	<u>Name</u>	Amount	
7002	Town Of Balsam Treasurer	14,493.59	1 Transactions
7003	Town Of Beaver Treasurer	20,402.79	1 Transactions
7004	Town Of Clark Treasurer	25,563.72	1 Transactions
7005	Town Of Cornish Treasurer	4,585.55	1 Transactions
7006	Town Of Farm Island Treasurer	190,073.16	1 Transactions
7007	Town Of Fleming Treasurer	70,329.40	1 Transactions
7008	Town Of Glen Treasurer	43,007.38	1 Transactions
7009	Town Of Haugen Treasurer	27,098.09	1 Transactions
7010	Town Of Hazelton Treasurer	115,847.23	1 Transactions
4879	Town Of Hill Lake Clerk-Treas	64,057.83	1 Transactions
7011	Town Of Idun Treasurer	27,145.10	1 Transactions
7012	Town Of Jevne Treasurer	36,972.62	1 Transactions
7013	Town Of Kimberly Treasurer	58,843.48	1 Transactions
7014	Town Of Lakeside Treasurer	194,064.56	1 Transactions
7015	Town Of Lee Treasurer	12,964.93	1 Transactions
7016	Town Of Libby Treasurer	6,975.18	1 Transactions
7017	Town Of Logan Treasurer	30,556.91	1 Transactions
7018	Town Of Macville Treasurer	17,025.23	1 Transactions
7019	Town Of Malmo Treasurer	39,439.84	1 Transactions
7020	Town Of Mcgregor - Treasurer	13,934.17	1 Transactions

WLB1 11/17/25 2:16PM **12** Townships/Cities/ARDC/Amt

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor <u>No.</u>	<u>Name</u>	Amount		
7021	Town Of Millward Treasurer	13,398.56	1 Transactions	
7022	Town Of Morrison Treasurer	19,897.06	1 Transactions	
7023	Town Of Nordland Treasurer	133,738.40	1 Transactions	
7024	Town Of Pliny Treasurer	13,000.85	1 Transactions	
7025	Town Of Rice River Treasurer	19,789.29	1 Transactions	
7026	Town Of Salo Treasurer	12,357.63	1 Transactions	
7027	Town Of Seavey Treasurer	10,410.21	1 Transactions	
7028	Town Of Shamrock Treasurer	428,471.60	1 Transactions	
7029	Town Of Spalding Treasurer	22,027.76	1 Transactions	
7030	Town Of Spencer Treasurer	50,385.04	1 Transactions	
7031	Town Of Turner Treasurer	51,708.42	1 Transactions	
7032	Town Of Verdon Treasurer	5,977.33	1 Transactions	
7033	Town Of Wagner Treasurer	53,704.24	1 Transactions	
7034	Town Of Waukenabo Treasurer	61,089.10	1 Transactions	
7035	Town Of Wealthwood Treasurer	29,529.62	1 Transactions	
7036	Town Of White Pine Treasurer	13,431.54	1 Transactions	
7037	Town Of Williams Treasurer	13,817.20	1 Transactions	
7038	Town Of Workman - Treasurer	40,180.07	1 Transactions	
12 Fund Total:	:	3,664,600.16	Townships/Cities/ARDC/Ambulan 57 Vendors 57 Transactions	
Final 1	Fotal:	3,664,600.16	57 Vendors 57 Transactions	

WLB1 11/17/25

2:16PM

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>		
	12	3,664,600.16	Townships/	Cities/ARDC/Ambulan	
	All Funds	3,664,600.16	Total	Approved by,	



Board of County Commissioners Agenda Request

2N
Agenda Item #

Requested Meeting Date: November 25, 2025

Title of Item: Approve Out-of-State Travel

	Action Requested:	Direction Requested				
REGULAR AGENDA	✓ Approve/Deny Motion	Discussion Item				
✓ CONSENT AGENDA	Adopt Resolution (attach draft)	40.01 17 EV. 94.053.1 980.01 27 100.0555 V. 3.000 V. V.				
	Hold Public Hearing *provide co	ppy of hearing notice that was published				
Submitted by:		Department:				
April Kellerman		Administration				
Presenter (Name and Title):		Estimated Time Needed:				
Summary of Issue:						
	ska would like to represent Aitkin County February 21-24, 2026. Board approval is					
Costs are approximate and will be	finalized when arrangements are made.					
Alternatives, Options, Effects on Others/Comments:						
Decembered Action Michigan						
	mmissioners Kearney and Leiviska to atte	end the 2026 NACo Annual Legislative				
Conference in Washington, DC on	February 21-24, 2026.					
Financial Impact: Is there a cost associated with What is the total cost, with tax a		No				
Is this budgeted?	·	lain:				
Conference Registration - \$1,100 (Hotel - \$2,750 (\$1,375 per Commis Flights -\$533	•					

WLB1 11/18/25

4:16PM

Aitkin County



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 1

Print List in Order By: 1 1 - Fund (Page Break by Fund)

2 - Department (Totals by Dept)

3 - Vendor Number 4 - Vendor Name

Explode Dist. Formulas?: N

Paid on Behalf Of Name

on Audit List?: N

Type of Audit List: S D - Detailed Audit List

S - Condensed Audit List

Save Report Options?: N

WLB1 11/18/25 4:16PM **1** General Fund

Aitkin County



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor	<u>Name</u>		
<u>No.</u>		<u>Amount</u>	
9152	ACI Payments Inc	35.00	1 Transactions
9562	Advanced Business Methods, Inc.	1,143.90	1 Transactions
9029	Agilite Systems Incorporated	4,865.82	1 Transactions
10709	AIM VCET	2,500.00	1 Transactions
88284	Aitkin Co Recorder	20.00	1 Transactions
117	Aitkin County Sheriff	27.00	1 Transactions
86222	Aitkin Independent Age	164.00	2 Transactions
170	Aitkin Motor Company	319.02	4 Transactions
9561	Amazon Business	2,851.97	17 Transactions
14005	American Tower Corporation	413.20	1 Transactions
11113	Anderson/Edward	35.00	1 Transactions
14563	Anoka County Corrections	89.82	1 Transactions
10651	APG Media	9.80	1 Transactions
9302	APR / APR Roofing Inc	90,025.80	1 Transactions
9138	ASAP Towing	476.00	1 Transactions
248	Association of Mn Counties	150.00	2 Transactions
9926	AT&T (VCET)	1,025.00	1 Transactions
10452	AT&T Mobility	317.58	1 Transactions
15239	AT&T Mobility (P&Z)	280.51	2 Transactions

WLB1 11/18/25 4:16PM **1** General Fund

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor	<u>Name</u>	A	
<u>No.</u> 9203	AT&T Mobility (Sheriff's)	<u>Amount</u> 2,571.69	6 Transactions
0007		05.05	4 Transactions
9687	AutoSmith McGregor	95.25	1 Transactions
552	Betley/Terry J	276.40	2 Transactions
10118	Bristow/Jane	270.10	2 Transactions
783	Canon Financial Services, Inc	577.52	2 Transactions
15144	Cellebrite, Inc.	5,250.00	1 Transactions
15142	Christensen/Charles	240.70	2 Transactions
9243	Command Central, LLC	10,355.00	1 Transactions
4463	Cook/Sheryl	195.00	1 Transactions
10855	Culligan Soft Water	55.00	1 Transactions
88880	Datacomm Computers & Networks Inc	1,148.00	1 Transactions
10809	Decked, LLC	1,529.99	2 Transactions
8694	Department of Transportation	1,500.00	10 Transactions
9612	Discovery Publishing, Inc.	303.95	1 Transactions
15266	Emanuel/Laura	35.00	1 Transactions
6049	Farm Island Repair & Marine	21.49	1 Transactions
1463	Foss/Eileen	70.00	1 Transactions
1775	Galls LLC	598.51	4 Transactions
1754	Garrison Disposal Company, Inc	692.22	1 Transactions
10019	Gilbertson/Jack Lee	70.00	1 Transactions

WLB1 11/18/25 4:16PM **1** General Fund

Aitkin County



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor <u>No.</u>	<u>Name</u>	Amount	
4173	Grams/Lori	300.00	1 Transactions
15362	GuidePoint Pharmacy #114 Aitkin	1,684.99	2 Transactions
1976	Haberkorn & Bright Law Offices, LTD	5,135.00	10 Transactions
2340	Hyytinen Hardware Hank	171.96	5 Transactions
88628	Imperial Dade	2,283.40	2 Transactions
2386	Information Systems Corp	2,265.00	1 Transactions
9847	KK Advertising Inc.	57.94	1 Transactions
15271	Kullhem/JoLynn	70.00	1 Transactions
9208	Mapes FNP-C, Mary	6,250.00	1 Transactions
12048	McDowell Agency, Inc./The	350.70	1 Transactions
10807	Minke/David	1,805.10	4 Transactions
11997	Minnesota Monitoring, Inc	2,698.25	1 Transactions
3195	MNCCC LOCKBOX	4,550.00	15 Transactions
10506	Neumann/Gregory J	273.95	2 Transactions
89081	North Memorial Health Care	11,585.00	1 Transactions
10036	OSM	136.00	1 Transactions
3789	Pan-O-Gold Baking Company	67.16	1 Transactions
3810	Paulbeck's County Market	670.33	2 Transactions
999999000	PELTIER/TERRY RAY	110.00	1 Transactions
9808	Performance Foodservice	2,509.15	1 Transactions

WLB1 11/18/25 4:16PM I General Fund **Aitkin County**

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor	<u>Name</u>				
<u>No.</u>		<u>Amount</u>			
3951	Pro West & Associates, Inc	184.51	1 Transactions		
4010	Rasley Oil Company	1,025.49	6 Transactions		
9489	Redwood Toxicology Laboratory, Inc	178.71	2 Transactions		
9151	River Valley Forensic Services PA	250.00	1 Transactions		
86944	Sheriff Crow Wing County	80.00	1 Transactions		
10879	Shred-It	132.00	1 Transactions		
4681	Streichers	121.00	1 Transactions		
86318	Tange/Susan Whitney	70.00	1 Transactions		
86235	The Office Shop Inc	594.43	9 Transactions		
13934	The Tire Barn	1,036.83	2 Transactions		
5173	Thomson Reuters-West Publishing	2,213.41	2 Transactions		
10930	Tidholm Productions	913.31	3 Transactions		
10017	Tveit/Galen	70.00	1 Transactions		
8612	Veenker/Thomas H	265.90	2 Transactions		
3518	Voyageur Press Of Mcgregor, Inc	450.00	1 Transactions		
999999000	WHEELER/BENNY	100.00	1 Transactions		
1 Fund Total:		181,264.76	General Fund	75 Vendors	172 Transactions

WLB1 11/18/25 4:16PM **3** Road & Bridge

Aitkin County



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor <u>No.</u>	<u>Name</u>	<u>Amount</u>	
86222	Aitkin Independent Age	193.50	2 Transactions
170	Aitkin Motor Company	179.97	1 Transactions
195	Aitkin Tire Shop	4,288.00	5 Transactions
9561	Amazon Business	183.08	2 Transactions
7916	AT&T Mobility (R&B)	30.33	1 Transactions
86467	Auto Value Aitkin	142.27	2 Transactions
13725	Beartooth Hardware Inc	19.98	1 Transactions
11895	Cargill, Incorporated	11,933.00	2 Transactions
14887	Cintas Corporation	22.94	2 Transactions
2763	Countryside Sanitation, LLC	99.45	1 Transactions
5893	CTC - 446126	350.00	1 Transactions
10855	Culligan Soft Water	55.00	1 Transactions
999999000	DIRECTED INVESTMENTS MN LLC	500.00	1 Transactions
7060	Federated Co-Ops Inc.	463.93	1 Transactions
1754	Garrison Disposal Company, Inc	140.28	1 Transactions
1818	Glen's Sign Design	720.00	1 Transactions
2089	Heartland Tire Inc	2,368.24	3 Transactions
2340	Hyytinen Hardware Hank	124.99	5 Transactions
11406	Innovative Office Solutions, LLC	323.10	2 Transactions

WLB1 11/18/25 4:16PM **3** Road & Bridge

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor <u>No.</u>	<u>Name</u>	Amount	
7705	Isle Automotive Corp	30.60	1 Transactions
10517	KARELS HARDWARE CO	12.99	1 Transactions
91187	Lake Country Power	410.09	5 Transactions
2765	Lake Superior College	3,800.00	14 Transactions
3247	MCEA	225.00	1 Transactions
12927	Midwest Machinery Co.	48.06	1 Transactions
5917	Mike's Bobcat Service, Inc.	280.00	1 Transactions
9692	Minnesota Energy Resources Corporation	298.34	1 Transactions
3195	MNCCC LOCKBOX	357.60	1 Transactions
8436	Northland Parts	457.13	3 Transactions
10412	O'Reilly Auto Parts	83.76	1 Transactions
9671	Pitney Bowes Global Financial Services	81.30	1 Transactions
15211	Quality Disposal Systems Inc	83.40	1 Transactions
4070	Riley Auto Supply	38.47	2 Transactions
9261	RTVision, Inc.	2,007.45	1 Transactions
14812	SCI Broadband/Savage Communications	156.15	1 Transactions
10455	Temco	15.00	1 Transactions
10811	THE CAULKERS COMPANY, INC	12,160.00	1 Transactions
10930	Tidholm Productions	490.00	1 Transactions
9617	Timber Lakes Septic Service, Inc.	260.00	1 Transactions

WLB1 11/18/25 4:16PM

Road & Bridge

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor	<u>Name</u>				
<u>No.</u>		<u>Amount</u>			
12788	Timmer Implement of Aitkin	128.38	1 Transactions		
6097	Verizon Wireless	456.25	1 Transactions		
10815	WILSON & CO. INC. ENGINEERS & ARCHITE	78,823.50	2 Transactions		
8279	Winzer Franchise Company	815.67	1 Transactions		
5295	Ziegler Inc	156,400.00	1 Transactions		
3 Fund Total:		280,057.20	Road & Bridge	44 Vendors	81 Transactions

WLB1 11/18/25 4:16PM 5 Health & Human Services **Aitkin County**

COMMISSIONER'S VOUCHERS ENTRIES



Page 9

Vendor Name

<u>No.</u>

3195 MNCCC LOCKBOX

<u>Amount</u> 2,413.80

7 Transactions

5 Fund Total: 2,413.80 Health & Human Services 1 Vendors 7 Transactions

Audit List for Board

WLB1 11/18/25

4:16PM

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

ge 10

9 State			Audit List for Board	COMMISSIONER'S VOUCHERS ENTRIES	Page
Vendor <u>No.</u>	<u>Name</u>	<u>Amount</u>			
1091	Commissioner Of Revenue	584.12		1 Transactions	
4580	Mn Dept Of Finance	7,169.62		6 Transactions	
3375	Mn Dept Of Health	837.00		1 Transactions	
9 Fund Total:		8,590.74	State	3 Vendors	8 Transactions

WLB1 11/18/25 **10** Trust

10

4:16PM

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

18 Transactions	

WLB1 11/18/25 4:16PM **11** Forest Development

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 12

Vendor Name

<u>No.</u>

<u>Amount</u>

10245 Emery Inc.

1,759.92

1 Transactions

13934 The Tire Barn

59.68

1 Transactions

11 Fund Total:

1,819.60

Forest Development

2 Vendors

2 Transactions

WLB1 11/18/25

4:16PM

19 Long Lake Conservation Cen

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor <u>No.</u>	<u>Name</u>	<u>Amount</u>			
13725	Beartooth Hardware Inc	165.12	1 Transactions		
8819	Mille Lacs Energy Coop-Aitkin	531.35	1 Transactions		
3160	Mille Lacs Energy Coop-Albert Lea	4,446.36	5 Transactions		
3284	Minnesota Department Of Health	1,545.00	1 Transactions		
3776	Palisade One Stop	210.77	2 Transactions		
10076	PFS Minnesota	1,242.55	1 Transactions		
4968	Upper Lakes Foods, Inc	1,550.34	1 Transactions		
19 Fund Total:		9,691.49	Long Lake Conservation Center	7 Vendors	12 Transactions

WLB1 11/18/25 4:16PM **21** Parks **Aitkin County**

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 14

Vendor Name

No. Amount

7525 Hometown Bldg Supply 38.64 1 Transactions

3024 Kingsley/Russell Lee 2,537.50 1 Transactions

21 Fund Total: 2,576.14 Parks 2 Vendors 2 Transactions

Final Total: 499,716.27 144 Vendors 302 Transactions

WLB1 11/18/25

4:16PM

Aitkin County

INTEGRATED FINANCIAL SYSTEMS

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	AMOUNT	<u>Name</u>		
	1	181,264.76	General Fund		
	3	280,057.20	Road & Bridge		
	5	2,413.80	Health & Human	Services	
	9	8,590.74	State		
	10	13,302.54	Trust		
	11	1,819.60	Forest Developm	nent	
	19	9,691.49	Long Lake Cons	ervation Center	
	21	2,576.14	Parks		
	All Funds	499,716.27	Total	Approved by,	



Board of County Commissioners Agenda Request



Requested Meeting Date: 11-25-25

Title of Item: SAP 001-614-017 Resolution for LRIP Grant Application **Direction Requested Action Requested:** REGULAR AGENDA Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Hold Public Hearing* INFORMATION ONLY *provide copy of hearing notice that was published Submitted by: **Department:** John Welle **Highway Department** Presenter (Name and Title): **Estimated Time Needed:** NA NA **Summary of Issue:** The 2025 Legislature appropriated \$47 million to the Local Road Improvement Program (LRIP) as part of the bonding bill. These funds are available to fund improvements on city, township, and county roads throughout Minnesota. Grant applications are currently being accepted by the Minnesota Department of Transportation for eligible local projects through December 12, 2025. SAP 001-614-017, a 2-mile shoulder widening project on CSAH 14 scheduled for 2027 construction, will be submitted as a candidate for this program. Attached is the required resolution for the grant submittal. **Alternatives, Options, Effects on Others/Comments: Recommended Action/Motion:** Request approval of the attached resolution. **Financial Impact:** Yes *Is there a cost associated with this request?* What is the total cost, with tax and shipping? \$ Is this budgeted? Yes No Please Explain:

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED

November 25, 2025

By Commissioner: xxx

20251125-xxx

RESOLUTION OF SUPPORT FOR 2025 LOCAL ROAD IMPROVEMENT PROGRAM FUNDING FOR AITKIN SAP 001-614-017 PROJECT

WHEREAS, the Local Road Improvement Program (LRIP) administered by the Minnesota Department of Transportation provides funding up to \$1,500,000 for regionally significant projects, and

WHEREAS, grant applications are currently being solicited by the Minnesota Department of Transportation for eligible local projects for the Local Road Improvement Program, and

WHEREAS, State Aid Project (SAP) No. 001-614-017 is an eligible reconstruction project on Aitkin County State-Aid Highway No. 14.

THEREFORE BE IT RESOLVED, that Aitkin County hereby supports the application of SAP 001-614-017 for the Local Road Improvement Program and pledges support to fund engineering, right of way, inspection and other non-LRIP eligible costs, as well as construction costs in excess of the LRIP grant amount.

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

XXX MEMBERS PRESENT

All Members Voting xxx

STATE OF MINNESOTA) COUNTY OF AITKIN)

I, David J. Minke, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the <u>25th day of November 2025</u>, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 25th day of November 2025

David J. Minke County Administrator



Board of County Commissioners Agenda Request



Requested Meeting Date: November 25, 2025

Title of Item: Update by Kara Lindstrom, Field Staff for Congressman Stauber **Action Requested: Direction Requested REGULAR AGENDA** Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Information Only Hold Public Hearing *provide copy of hearing notice that was published Submitted by: **Department:** David Minke Administration Presenter (Name and Title): **Estimated Time Needed:** Kara Lindstrom, Field Representative for Congressman Stauber 10 Minutes **Summary of Issue:** Kara is a native of Los Angeles, California and serves as the Director of Grants for Congressman Stauber's office and a field representative for Aitkin County along with Lake of the Woods, Beltrami, Clearwater, Mahnomen, Becker, Hubbard, Cass, and Crow Wing Counties. She is based out of Congressman Stauber's Brainard office. Prior to this role, Kara served as a drug and alcohol counselor and has most recently been working as a Grassroots Associate for Americans for Prosperity and earning her Master's degree in Political Science from Liberty University. **Alternatives, Options, Effects on Others/Comments: Recommended Action/Motion:** Financial Impact: *Is there a cost associated with this request?* Yes What is the total cost, with tax and shipping? \$ Yes No Is this budgeted? Please Explain:



Board of County Commissioners Agenda Request



Requested Meeting Date: November 25, 2025

Title of Item: Request Public Hearing Date Shoreland Ordinance Amendments **Action Requested:** Direction Requested **REGULAR AGENDA** Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Information Only Hold Public Hearing *provide copy of hearing notice that was published Submitted by: **Department: Andrew Carlstrom** Environmental Services-Planning/Zoning Presenter (Name and Title): **Estimated Time Needed:** Andrew Carlstrom, Environmental Services Director 5 Minutes **Summary of Issue:** On November 17, 2025, the Aitkin County Planning Commission held a public hearing and approved the proposed amendments to the Aitkin County Shoreland Management Ordinance. I am requesting a second public hearing date with the Aitkin County Board of Commissioners at the regularly scheduled meeting of December 16, 2025 and a proposed second reading on December 23, 2025. Please see memorandum. In accordance with MN Statute 394 and Rule 11 of the Aitkin County Ordinances and Procedures of the Board of Commissioners Meeting Procedures and Rules of Business Board of Commissioners, two readings shall be conducted prior to the adoption of the amendment. Alternatives, Options, Effects on Others/Comments: N/A Recommended Action/Motion: Requesting a Public Hearing for December 16, 2025 on proposed amendments to the Aitkin County Shoreland Management Ordinance. Financial Impact: Yes *Is there a cost associated with this request?* What is the total cost, with tax and shipping? \$ Is this budgeted? Yes No Please Explain:

Aitkin County Environmental Services Planning and Zoning

307 Second Street NW Room 219

Aitkin, MN 56431

Phone: 218-927-7342 Fax: 218-927-4372



MEMORANDUM

DATE: November 25, 2025

TO: Aitkin County Board of Commissioners

FROM: Andrew Carlstrom, Director Environmental Services - Planning & Zoning Administrator

RE: Amendments to the 2018 Aitkin County Shoreland Management Ordinance

In accordance with the 2025 Aitkin County Strategic Plan and in an effort to streamline, improve clarity, and update the current Shoreland Management Ordinance, Aitkin County Environmental Services staff has worked collaboratively with the Ordinance Committee and with the Minnesota Department of Natural Resources (DNR) Area Hydrologist, to propose modest amendments to the current 2018 ordinance. The Aitkin County Shoreland Management Ordinance is our most comprehensive and regulated land use ordinance. A summary of the proposed changes are as follows:

- Section 2.7 Administrative additions to and revision of definitions
- Section 4.25 Administrative update of the classification list for land uses
- Section 7.22 Administrative updated language on vegetation alterations
- Section 9.82 Open Space/Common Open Space Administrative Change

The following is the past and present tentative timeline for the proposed Shoreland Ordinance amendments:

November 2024 to May 2025: Ordinance Committee review, discussion, and revisions of the Aitkin County Shoreland Management Ordinance.

June 18 – July 18, 2025: 30 Day Press Release for written public comments to proposed amendments.

July 31, 2025: County Board "Committee of the Whole" public meeting to discuss the proposed amendments and receive comments from the public.

<u>September 22, 2025:</u> Aitkin County Planning Commission's held public workshop and received public comments on proposed amendments to the Shoreland Management Ordinance.

November 17, 2025: Aitkin County Planning Commission Public Hearing on the proposed amendments to the Shoreland Management Ordinance

<u>December 16, 2025:</u> (Tentative) Aitkin County Board of Commissioners Public Hearing and First Reading of proposed amendments.

<u>December 23, 2025:</u> (Tentative) Aitkin County Board of Commissioners Second Reading and tentative approval of proposed amendments.

If you have any questions, please feel free to contact me at 218-927-7342 or by email at andrew.carlstrom@aitkincountymn.gov.



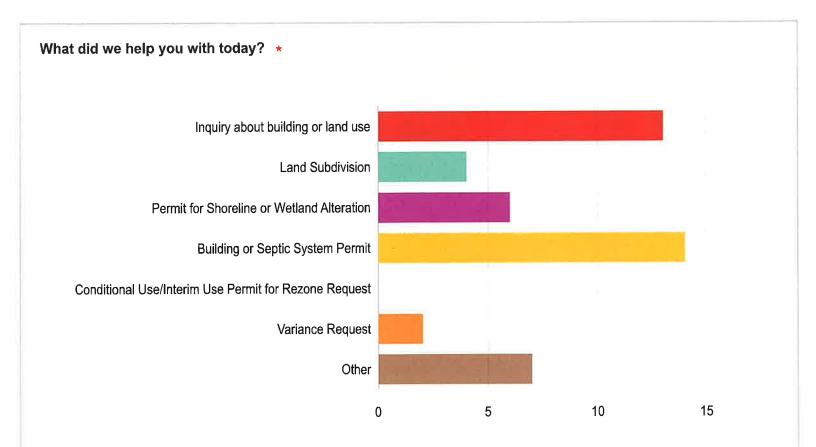
Board of County Commissioners Agenda Request

4B
Agenda Item #

Requested Meeting Date: November 25, 2025

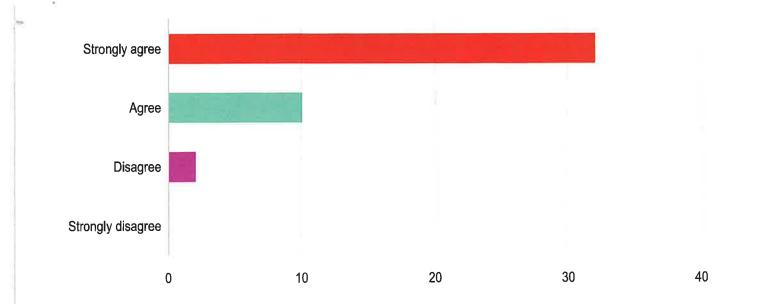
Title of Item: Request Motion to Approve New Permitting and Registration Software **Direction Requested Action Requested: REGULAR AGENDA** Approve/Deny Motion Discussion Item **CONSENT AGENDA** Adopt Resolution (attach draft) Hold Public Hearing* INFORMATION ONLY *provide copy of hearing notice that was published **Department:** Submitted by: Andrew Carlstrom **Environmental Services Estimated Time Needed: Presenter (Name and Title): Andrew Carlstrom** 15 Minutes **Summary of Issue:** Since November 2024, Planning & Zoning has been researching, meeting with, and comparing permitting and licensing software from several companies. We have been contracted with our current vendor (RT Vision) since we first went to on-line permitting 10 years ago, and many of their capabilities are now limited and out-of-date. We believe that Schneider Geospatial (GeoPermits) is the best fit for Environmental Services/Planning & Zoning, and that other County departments such as the County Auditor and County Highway will be able to utilize and benefit from this software as well. We've discovered that GeoPermits is more customer/user friendly, it will allow County staff to make continuous workflow edits to all applications, permits, registrations, and various submittals. The utilization of this new software will undoubtedly result in more department efficiencies and operational capabilities. Representatives and Department Heads from the County Administration, Assessor's, Auditor, Environmental Services/Planning & Zoning, Highway, Information Technology, and County Surveyor were in attendance for a GeoPermits software demonstration on November 13, 2025. Feedback from the various departments was positive and the demonstration showcased Ottertail County, who utilizes GeoPermits extensively. Schneider Geopermits offers unlimited users and annual flat rate pricing. Please see attached Planning & Zoning customer service feedback, GeoPermits demonstration slides, and proposed contract service agreement. Alternatives, Options, Effects on Others/Comments: Deny motion to approve 3 year contract service agreement with Schneider Geospatial or direct further review and research of additional software platforms **Recommended Action/Motion:** Recommend motion to approve 3 year contract service agreement with Schneider Geospatial upon favorable review by Aitkin County IT Director and County Attorney **Financial Impact:** Yes No *Is there a cost associated with this request?* What is the total cost, with tax and shipping? \$ 88,200.00 setup and 1st year (please see proposed agreement) No Please Explain: Is this budgeted? Yes The proposed Contract Services Agreement is currently under review by the IT Director and the County Attorney

Customer Satisfaction Survey for Planning & Zoning



Answers	Count	Percentage
Inquiry about building or land use	13	28.26%
Land Subdivision	4	8.7%
Permit for Shoreline or Wetland Alteration	6	13.04%
Building or Septic System Permit	14	30.43%
Conditional Use/Interim Use Permit for Rezone Request	0	0%
Variance Request	2	4.35%
Other	7	15.22%
		Answered: 46 Skipped: 0

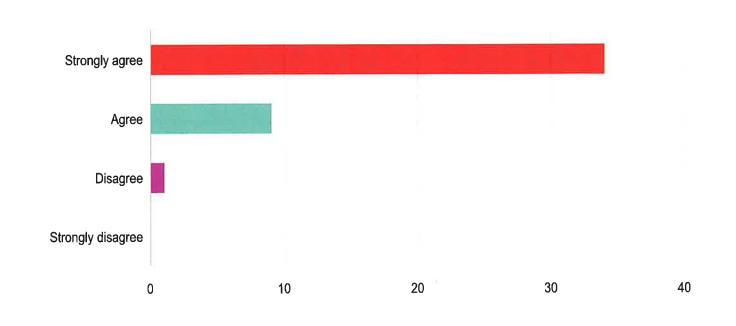
I was provided with prompt service and accurate information from staff.



Answers	Count	Percentage
Strongly agree	32	69.57%
Agree	10	21.74%
Disagree	2	4.35%
Strongly disagree	0	0%

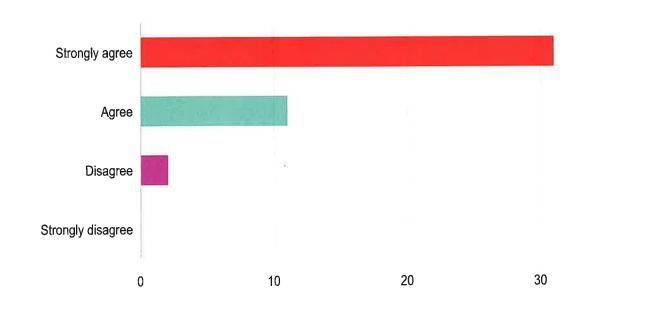
Answered: 44 Skipped: 2

The staff person who helped me was professional and respectful.



Answers	Count	Percentage
Strongly agree	34	73.91%
Agree	9	19.57%
Disagree	1	2.17%
Strongly disagree	0	0%
		Answered: 44 Skipped: 2

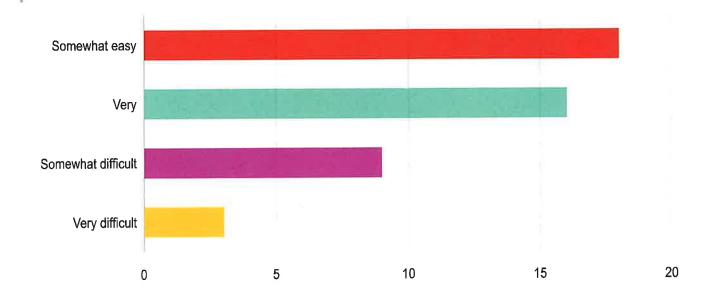
Overall, my experience with the department was satisfactory.



Answers	Count	Percentage
Strongly agree	31	67.39%
Agree	11	23.91%
Disagree	2	4.35%
Strongly disagree	0	0%

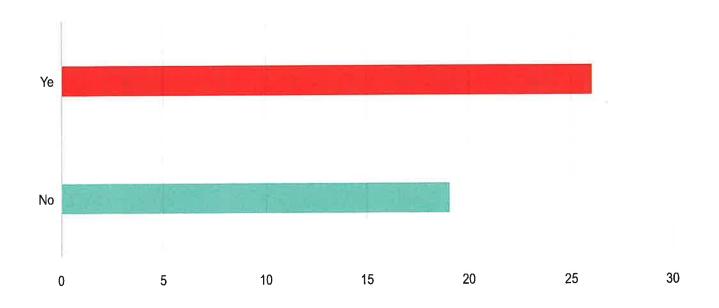
40

Answered: 44 Skipped: 2



Answers	Count	Percentage
Somewhat easy	18	39.13%
Very easy	16	34.78%
Somewhat difficult	9	19.57%
Very difficult	3	6.52%
		Answered: 46 Skipped: 0

Was this your first online application with our department?



 Answers	Count	Percentage
Yes	26	56.52%
No	19	41.3%

Answered: 45 Skipped: 1

Comments or suggestions:

Super hard to see, too small! Frustrating! Thank you



Response	Count
You guys are great ♣ Seamless! Thank you	1
The switch over to the 3rd party system (OnGov?) was a bit confusing, and their system does not make it	1
easy to find applications in progress or submitted. Also, I let the session timeout, but there was no notice of	
this, only when I tried to submit and I had a \$0.00 fee assessed.	
The online process is overwhelming. I was able to complete the application because I have submitted previously only with staff help. Online or not, the variance process has to many facets. So many facets, that sections need to be completed with separate worksheets and then uploaded. Therefore there is no online help for the worksheets. Which then defeats the online application when only part of the application can effectively be completed.	1
Thais is Hard for Older Individuals to Navigate the website	1
Staff was stellar and professional! The online software is not user friendly and hard to read and understand.	1

e	• • • • • • • • • • • • • • • • • • • •	
	Staff was helpful on the phone. Website needs improvement. The words "Building Permits" should be on the	1
	main page.	
	Overall the process was pretty simple	1
	Kim Burton was very helpful. Online permit was good.	1
	It would be good to have water tests taken weekly during the summer months so as to not have to go	1
	elsewhere for them.	
	I'm in the process of a land use permit. The website is easy to navigate	1
	I'm an old man not at all internet savvy. I couldn't navigate thru the pages because I did not know the	1
	terminology. So I came in . The staff was very helpful and patient with me .	
	I tried to go back (unsuccessfully) and slightly alter an answer after I submitted and the permit request.	1
	I think water testing should be done weekly not biweekly.	1
	I did not submit permit application; it was submitted through Timberlake Septic. Their company provided the inspection and engineering services. They will also perform replacement of septic tank.	1
	Henry Egland went over the top in assisting us getting an account set up and expediting getting our permit completed. It was a pleasure meeting with him and interacting with him. You are blessed having Henry on your team.	1
	Good job! Thank you for your prompt and professional service. A Fine example of the way our county personnel should conduct business.	1
	Did get a permit could finish	1
	all worked pretty good.	1
	A little hard to navigate but got through it!	1
	A letter explaining all steps and costs	1

Answered: 20 Skipped: 26



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into by and between **Schneider Geospatial**, **LLC**, a Delaware Limited Liability Company, whose place of business is <u>8901 Otis Avenue</u>, <u>Suite 300</u>, <u>Indianapolis</u>, <u>IN 46216</u> ("PROFESSIONAL") and **Aitkin County**, **Minnesota**, whose place of business is:307 2nd St NW, Aitkin, MN 56431 ("CLIENT").

1 Services.

PROFESSIONAL shall provide CLIENT with the following services ("Services"):

A. GeoPermits Portal Development

Development of a web based **GeoPermits** portal. This site will include the following:

- a. Support multiple stage workflows that allow input and tracking of permit application and inspections data by multiple user types (public users, local government staff, service providers, and other related third-party organizations).
- b. User role-based security and access control to manage system users and enable workflow stage access based on user type.
- Ability to add auto-generated email notifications to specific users at each stage of a permit workflow.
- d. Administrative interface for CLIENT workflow project setup and configuration.
 - Create and edit unlimited number of workflow projects (each permit type will be represented as a workflow project).
 - ii. Create and edit unlimited number of stages for each workflow project.
 - iii. Create and edit unlimited number of data entities for each stage.
 - iv. Create instructions text for each data entity, with ability to embed HTML content such as hyperlinks.
 - v. Modify stage sequencing.
 - vi. Restrict visibility of workflow projects and stages to admin users only.
 - vii. Ability to generate test permit applications when modifying workflow projects and publish workflow updates to the live system when modifications are complete.
 - viii. Ability to "un-publish" a workflow project so that no new permits will be allowed to be created by users.
 - ix. Clone project capability to create a new workflow project based on an existing workflow project.
 - x. Configure permit fees for each workflow project. Fees may be dynamically calculated based on user inputs.
 - xi. Configure workflow conditional routing based on user entered inputs on dropdown lists and checkboxes.
 - xii. Project Summary page with detailed outline of each workflow project.
 - xiii. Print template editing interface to allow CLIENT admin users to configure templates for printable, completed permit applications.
- e. Multiple supported data entity types for data entry forms, including the following:
 - i. Short text box
 - ii. Long text box (Comments)
 - iii. Date
 - iv. Document attachment (with file browser)
 - v. Fee
 - vi. Lookup (dropdown list)
 - vii. Number
 - viii. Static Labels
 - ix. Checkbox, Radio Button
- f. Document upload capabilities to allow users to attach multiple electronic files to permit records at each stage of a permit workflow.
- g. CLIENT's community website branding to allow the community to provide a header logo image and contact information from the organization.
- h. Interactive mapping interface with basic mark-up tools to allow users to sketch and label information about the permit application on CLIENT's existing GIS map and aerial photography.

- i. Dashboard page to allow users to view permit applications in progress based on the following criteria:
 - i. My Applications (in progress)
 - ii. Applications Needing My Attention
 - iii. Inspections to Schedule
 - iv. Inspections to Complete
 - v. Contractor Registrations about to Expire
- j. Contractor Registration Interface
 - i. Allows system users to register as a contractor with CLIENT.
 - ii. Admin interface to setup contractor types and registration fees
 - iii. Maintains a database of CLIENT's registered contractors, including the following information.
 - 1) Contractor Type
 - 2) Business Name
 - 3) Street Address
 - 4) City
 - 5) State
 - 6) Zip
 - 7) Contact Name
 - 8) Contact Title
 - 9) Contact Business Phone
 - 10) Contact Cell Phone
 - 11) Contact Email Address
 - 12) Company Web Address
 - 13) Status
 - 14) Registration length (in months)
 - 15) Effective Date
 - 16) Expiration Date
 - 17) Renewal Date
 - 18) Workers Comp. Expiration Date
 - 19) Bond Expiration Date
 - 20) Liability Insurance Expiration Date
 - 21) Registration Fee Payment status
 - 22) Notes
 - 23) Attached Documents
- k. Included Services:
 - i. Administrative account setup and deployment.
 - ii. Two (2), two-hour (2-hour) online training sessions to introduce client to the administrative functions of the system, as well as how to begin to set up their first workflows.

I. Database Connection Services

- i. PROFESSIONAL will provide software and services to access data from existing CLIENT data sources, including the real estate property tax system and GIS, to supplement property searches and auto-filling of property information in the **GeoPermits** application.
- ii. PROFESSIONAL will provide an automated routine to transfer data from CLIENT's local computer data sources to PROFESSIONAL's servers over a high-speed Internet connection. This automated routine can be scheduled to update data to the **GeoPermits** system on a regular basis.

m. Legacy System Data Migration Services

Professional will provide up to 30 hours of services to import data from CLIENT's existing legacy permitting system into PROFESSIONAL's web based **GeoPermits** system under the following expectations:

- i. Data from CLIENT's Legacy System will be imported, from the existing Legacy System Database to PROFESSIONAL's web based **GeoPermits** system. Legacy system data will be imported in its existing database structure, and PROFESSIONAL will not attempt to reprocess the data to make Legacy System data fit into workflows that are developed in the new **GeoPermits** system.
- ii. Professional assumes location-based permit data in the Legacy System includes a reference to a parcel (Parcel ID number). If not, PROFESSIONAL will need to develop a custom search interface for this system.
- iii. PROFESSIONAL will develop a history report that allows the user to view a list of permits that pertain to an individual parcel, including permits from both the legacy and new systems.
- iv. PROFESSIONAL can develop additional custom reports with data from the Legacy System, per CLIENT requests, but it may require additional costs that will be approved under subsequent agreements.

Time & Materials - PROFESSIONAL estimates this project will require 30 hours to import data from the legacy system and develop a history report, based on PROFESSIONAL's previous legacy permit system integration projects. If CLIENT's Permitting Data Migration requires more than 30 hours to complete, additional services may be provided on an hourly billed Time & Materials, based on the following hourly fee schedule. PROFESSIONAL agrees not to proceed with hourly billed Time & Materials based services without additional written authorization from CLIENT. Time & Materials based services will be invoiced on a monthly basis for any services provided in the previous month.

Hourly Fee Schedule

JOB CLASSIFICATION/TITLE	HOURLY RATE
Sr. Developer	\$286
Developer	\$248
Analyst	\$188
Sr. Implementation Manager	\$204
Implementation Manager	\$166
Implementation Specialist	\$141

n. Payment Processor Integration - Certified Payments

PROFESSIONAL will provide product development services to integrate CLIENT's **GeoPermits** website with PROFESSIONAL's preferred third-party payment processor. Integration will allow **GeoPermits** website to pass permit fee amounts and purchaser information to CLIENT's payment processor where the end user will submit payment information and receive a receipt for the transaction. CLIENT's payment processor system will handle all payment and transaction fee processing and routing of funds to CLIENT. **GeoPermits** end users will be required to click a link or button on CLIENT's payment processor interface in order for CLIENT's payment processor system to notify the **GeoPermits** system that the permit fee has been paid, and to return the end user to the **GeoPermits** website.

o. Essentials Service Package

- i. Initial Setup (one-time)
 - 1) CLIENT will have up to <u>twelve</u> days (96 hours) of remote custom GIS consulting for modifications and customization of existing permit templates. These modifications would include items such as but not limited to:
 - a) Role / email addresses setup specific for CLIENT
 - b) Removal / addition of application questions to existing permit / workflows (i.e. adding additional document uploads, add franchise information, etc.)
 - c) Email response language modifications
 - d) Adding CLIENT logo
 - e) Update fee table
 - f) Permit / workflow customizations
 - 2) CLIENT would select which permit templates that would be initially implemented. These permit templates would be modified to meet the CLIENT's permitting processes and needs using the available hours.
 - 3) PROFESSIONAL anticipates the time to be spread equally throughout the first 12 months of the project. Hours may be accelerated within the first 12 months based on mutual agreement between the CLIENT and PROFESSIONAL. Unused time do not carry over past the first twelve months of the project. CLIENT is encouraged to utilize / schedule any unused time remaining by the tenth month of the project.
- ii. Permitting Flex Support (on-going)
 - 1) CLIENT will have up to <u>twelve</u> days (96 hours) per year of Flex (remote) Support. PROFESSIONAL anticipates the time to be spread equally throughout the year; however, time may be accelerated within the year based on mutual agreement between the CLIENT and PROFESSIONAL. Unused time does not carry over past the end of the year. CLIENT is encouraged to utilize / schedule any unused hours at least 45 days before the end of the year. This time could be used for items such as, but not limited to:
 - a) Development, modification, and publication of permit / workflows
 - b) Respond to technical support questions from CLIENT's staff
 - c) Consulting time may be prorated in year 1
- iii. Users' Conference
 - 1) 2 tickets, plus airfare and hotel to Schneider Users' Conference

B. Portal Hosting and Maintenance

PROFESSIONAL shall host and maintain of the above-described portal(s) for the term of this Agreement.

PROFESSIONAL's web data server environment is based in a cloud computing service residing in data centers managed by third-party hyper-scale cloud providers. Site improvements and modifications, including functionality enhancements to the core product may be made periodically. If CLIENT is charging fees for use of the system, any and all disputed charges are the responsibility of CLIENT. Certain onsite hardware and software configurations may require additional third-party software (not included in this Statement of Work). Services also include monitoring of PROFESSIONAL's web servers on a twenty-four/seven (24/7) basis; however, because of infrastructure issues beyond the control of PROFESSIONAL's staff, web services are not guaranteed to be available twenty-four) 24 hours per day, seven (7) days per week.

Other Fixed Fee phases of this project may be developed during the course of this agreement. Once the estimates are accepted, an Authorization to Proceed will have to be signed and submitted before work will begin.

2 Payment for Services.

CLIENT shall compensate PROFESSIONAL for the Services as follows:

A. Product/Service

a.	One-time Setup Cost:	\$51,700
	Setup items:	
	Core Setup:	Included

Core Setup: Included
Database Connection: Included
Legacy Data Migration: Included
Payment Processor: Included
Subtotal: \$59,100
Discount: -\$7,400
Total: \$51,700

b. Annual Hosting: \$36,500

Hosting items:

Core Hosting: Included Flex Support (96 annually): Included

B. Payment Schedule

Year 1	January 1, 2026 – December 31, 2026:	\$88,200
--------	--------------------------------------	----------

(Setup: \$51,700, Hosting: \$36,500)

Year 2 January 1, 2027 – December 31, 2027: \$38,325

(\$36,500 plus 5% increase)

Year 3 January 1, 2028 - December 31, 2028: \$40,241

(\$38,325 plus 5% increase)

Invoicing will be done on an annual basis at the beginning of the term unless otherwise specified.

A. Project Schedule

a. Portal Development

- i. PROFESSIONAL requires the following information and technical assistance from CLIENT to access data sources defined in the Scope of Services.
 - 1) Database connection information.
 - 2) Server name or IP address.
 - 3) Database name.
 - 4) User login information for read access.
 - 5) Data dictionary or schema, as available.
- ii. Network paths to all file data sources.
- iii. Installation of PROFESSIONAL's Remote Support application on a computer with network access to CLIENT's data sources and files.
- iv. All information must be provided by CLIENT to the PROFESSIONAL at least twenty-one (21) days prior to the start of the Initial Hosting Term, defined below, to ensure that all data will be available on the portal at the start of the Initial Hosting Term.

b. Portal Hosting and Maintenance

- i. The Initial Hosting Term shall be defined in the Scope of Service or Payment Schedule above.
- ii. The Initial Hosting Term shall begin at the date above regardless of project delays resulting from CLIENT's failure to provide PROFESSIONAL with information required to access project data sources according to the project schedule. Any project delays on the part of the PROFESSIONAL will result in

the initial hosting term starting the first day of the first month following the completion of the portal's development and release from PROFESSIONAL to CLIENT.

If the CLIENT cancels the agreement before end of initial multi-year term, any waived discounts and promotional fees will be included in the final invoice.

Balances due thirty (30) days after the due date for non-government clients and sixty (60) days after the due date for government clients shall be assessed an interest rate of 1½% per month (18% per year). CLIENT agrees to pay for any and all costs of collection including, but not limited to interest, lien costs, court costs, expert fees, attorney's fees and other fees or costs involved in or arising out of collecting any unpaid or past due balances, including late fees or penalties. If payment is not received within thirty (30) days of the due date, PROFESSIONAL reserves the right, after giving seven (7) days written notice to CLIENT, to suspend services to CLIENT or to terminate this Agreement.

- **Terms of Service.** Each party's rights and responsibilities under this Agreement are conditioned upon and subject to the Terms of Service which can be found at http://schneiderGIS.com/termsofservice. By executing this Agreement, CLIENT acknowledges that it has read the above-described Terms of Service and agrees that such Terms of Service are incorporated herein and made a part of this Agreement. PROFESSIONAL reserves the right to update or modify the Terms of Service upon ten (10) days prior notice to CLIENT. Such notice may be provided by PROFESSIONAL to CLIENT by e-mail.
- **Term, Termination and Renewal.** The initial term of this Agreement shall be defined in the Scope of Services or Payment Schedule above. If the services provided are for an annual rate and extend for multiple years, PROFESSIONAL will prorate the first year of the agreement to match the fiscal year for the CLIENT, followed by consecutive, twelve (12) month periods. This Agreement shall automatically renew for successive terms which consist of a twelve (12) month period, subject to earlier termination as set forth in this Agreement or upon written notification by either party thirty (30) days prior to the end of a term. If, for any reason, this Agreement is terminated prior to the end of a term, any waived or discounted fees or specified promotional items provided by PROFESSIONAL shall be invoiced by PROFESSIONAL and paid by CLIENT. PROFESSIONAL reserves the right to update the pricing applicable to this Agreement after the initial term for any renewal terms and/or any subsequent terms occurring after the initial term of the Agreement; PROFESSIONAL shall provide prior written notice to CLIENT of any pricing adjustments applicable to any such renewal and/or subsequent terms.
- **Additional Data Hosting.** PROFESSIONAL's website hosting services allow for storage of up to ten (10) Gigabytes of data and files to include as content for CLIENT's website hosted in PROFESSIONAL's web data server environment. Additional storage and transfer requirements may be negotiated, at PROFESSIONAL's discretion, if CLIENT decides to add additional content to the website such as orthophotos, scanned documents, etc.
- **Assignment.** PROFESSIONAL has the right to assign or transfer any rights under or interest in this Agreement upon fifteen (15) days' written or electronic notice to CLIENT. Nothing in this Paragraph shall prevent PROFESSIONAL from employing consultants or subcontractors to assist in the performance of the Services.
- **Rights and Benefits.** Nothing in this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than CLIENT and PROFESSIONAL. CLIENT and PROFESSIONAL expressly state there are no third-party beneficiaries to this Agreement.

- **8 Successors.** This Agreement is binding on the partners, successors, executors, administrators and assigns of both parties.
- 9 Applicable Law. The terms and conditions of this Agreement are subject to the laws of the State of Indiana.
 IN WITNESS WHEREOF, the Parties have executed this Agreement by affixing their signatures below.

Pricing is valid through <u>December 31, 2025</u>.

PROFESSIONAL: Schneider Geospatial, LLC	CLIENT: Aitkin County, Minnesota
Ву:	Ву:
Print: <u>Jeff Corns, GISP</u>	Print:
Title: President & CEO	Title:
Date:	Date:

Introduction

Experienced team with an exceptional track record executing on a compelling strategic vision



Jeff Corns, GISP Chief Executive Officer

Total SaaS / Gov Tech experience: 25+ Years



Mike Mohrhauser Chief Product Officer

Total SaaS / Gov Tech experience: 24+ Years



Ryan S. Smith Senior Account Executive

Total SaaS / Gov Tech experience: 14+ Years



Courtney Kolb
Permitting Services
Manager/ Senior
Project Manager

Total SaaS / Gov Tech experience: 10+ Years



Tracy Troutner Senior Technical Analyst

Total SaaS / Gov Tech experience: 25+ Years

Schneider liberates location-based data, empowering local governments to efficiently improve citizen experiences



Empowering Communities with Location-Based Data

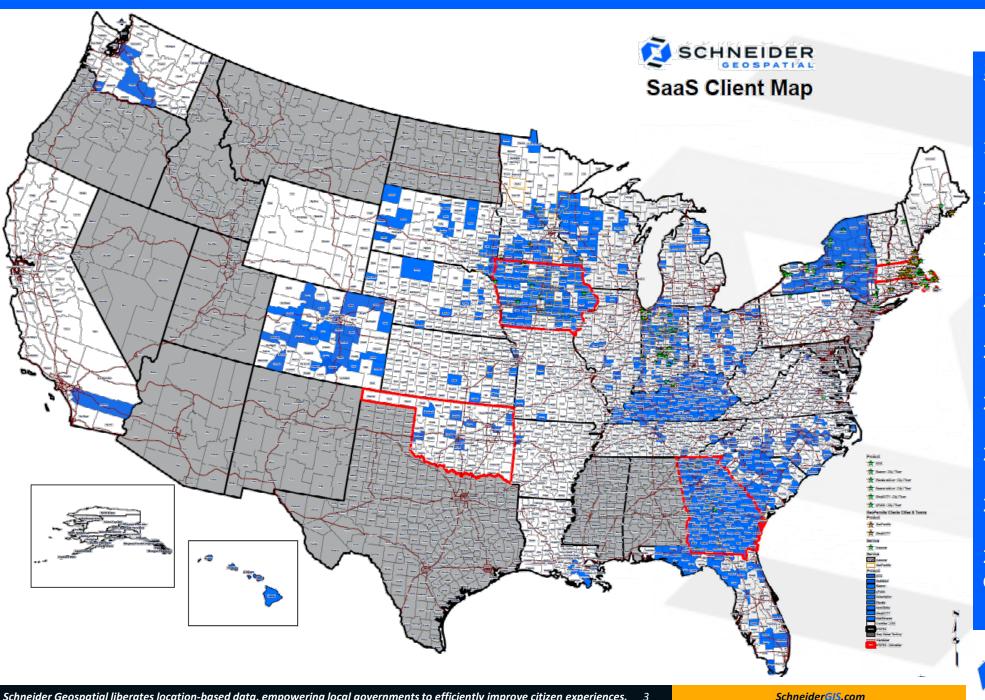
Transforming government operations.



Our platform liberates location-based data, empowering local governments to efficiently serve and support their communities







35th Year Offering GIS Solutions

1989 – Schneider GIS

2005 – ProMap Corporation

2014 – qPublic

2020 – Elevate

2021 – AccuGlobe

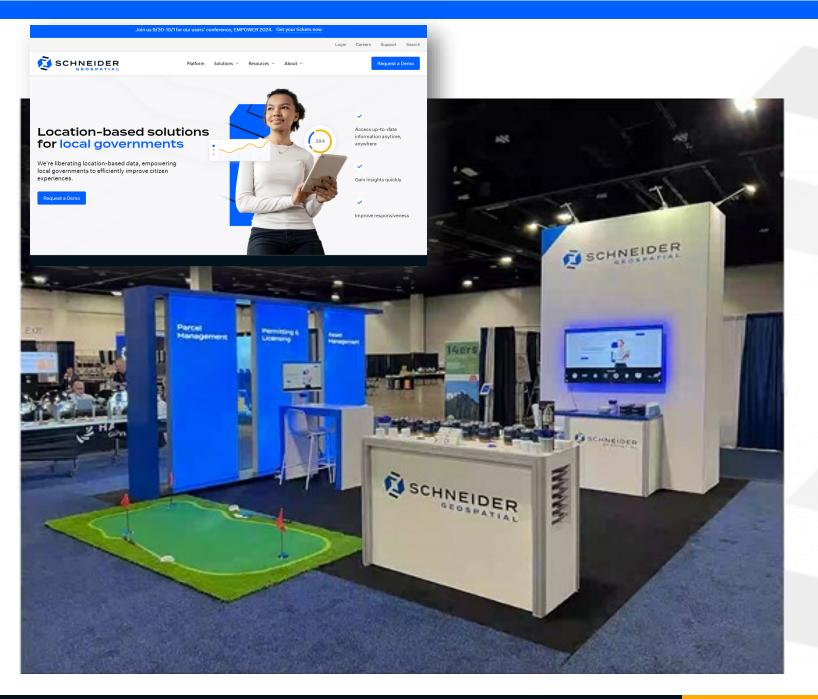
2023 – WebGuide Extreme

2023 – PeopleGIS

2023 – Spatialest

2024 – Systems Development Group (SDG)











Purpose-Built Technology Solutions for Local Government

Schneider provides location-based solutions via its interconnected platform of parcel management, permitting & licensing, and asset management tools

Parcel Management

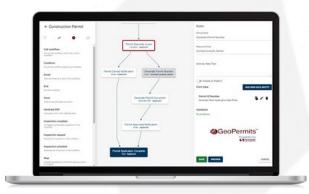




- Interactive public access tool that allows users to view county and city information, public records and Geographic Information Systems (GIS) via an online portal
- Combines both web-based GIS and web-based data reporting tools including CAMA, Tax Administration, payments, documents, etc., into a single, userfriendly web application

Permitting & Licensing





- Web-based technology that eliminates challenges faced by local government organizations in managing permit applications, vendor registration, and code enforcement
- Tracks permits throughout their lifecycle by streamlining workflows, reducing or eliminating inperson visits, and increasing communication & information access to all involved parties

Asset Management





- Professional software suites for managing public works assets and work orders
- Expandable add-ons, such as SnowOps and Fleet Management.





Optimize Aitkin County Operations:

Embrace geospatial intelligence and the right platform for data-driven decisions and improved efficiency.



Empowering Local Governments: Otter Tail County's Success with GeoPermits

I would have to say the biggest advantage is the ease of creating new applications and altering your applications to fit your needs as processes evolve. I have no background in computer programming but have been the lead in building out all the applications to this point, the team that worked with me when we started was extremely helpful in explaining how things work and really helped get things started, they are fantastic to work with.

Schneider Geospatial has made several updates; they are great about listening to the needs of their clients and try to figure out ways that they can improve on the process.

Ease, Flexibility, and Support

— The GeoPermits Advantage

Michelle Jevne

Permit Technician
Land & Resource Management
Otter Tail County, Minnesota



Efficiency Through Partnership: Waseca County's GeoPermits Experience

GeoPermits has helped us streamline our permitting process especially with minor subdivision applications/splits. I like the fact that Schneider staff work with you and not just for you in workflow development.

Support is prompt too.

As an aside, Stacia is the best!



Collaborative, Efficient, Supported

The GeoPermits Way

Maame Quarcoo

County Planner Waseca County, Minnesota



Aitkin County – GeoPermits Value Highlights

Streamlined, transparent workflows that improve efficiency, reduce manual steps, and support collaboration across departments.

> Local control and flexibility, allowing staff to manage their own forms, workflows, and data without vendor dependence.

> > Integrated payments, documents, and GIS, creating a unified system for transactions, records, and mapping in one place.

> > > Mobile-friendly access and reporting, helping field staff, office staff, and leadership easily view, track, and act on permits and activity.

- Improved operational efficiency and transparency across departments.
- Seamless data sharing between Planning & Zoning, Assessor, Recorder, and GIS.
- Centralized payment processing with strong reporting and audit trails.
- Mobile-friendly field access for permitting and inspection workflows.
- Secure, scalable system with local control over workflows and users.
- Unified tracking of land-use and resource permits.
- Integrated document management and process visibility.
- GIS-enabled workflows for mapping and spatial insights.
- Streamlined financial reconciliation and reporting.
- Enhanced decision-making through data integration and visualization.

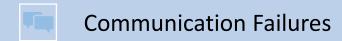






Permitting Delays and Frustrations







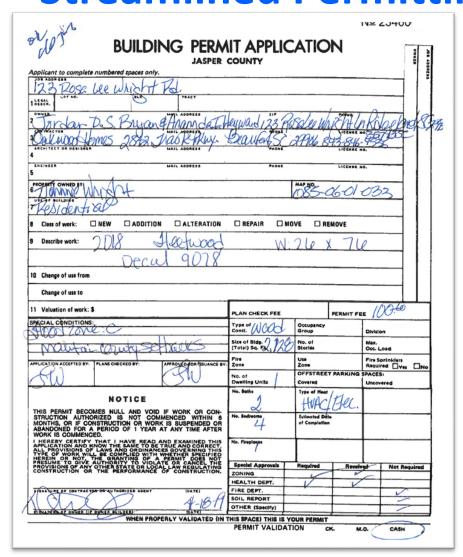




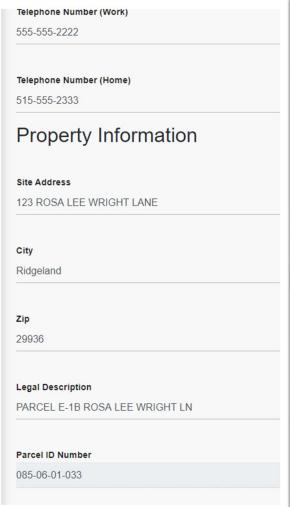




GeoPermits: Unifying Departments for **Streamlined Permitting**













Online Permitting: Built on Client Feedback

- •24/7 Online Permitting: Apply and track progress anytime, anywhere.
- •Integrated Maps: Visualize projects and locations with ease.
- Automated Notifications: Stay informed with automatic updates.
- Adaptable to Change: Easily adjust to new processes and requirements.
- Online Payments: Conveniently pay fees online.
- •Enhanced Access & Tracking: Improved transparency and control for everyone.
- •Save Time & Effort: Streamlined workflows for faster processing.
- •No Extra Costs: No additional hardware or software to purchase.
- •Exceptional Customer Service: Enjoy a smoother, more efficient permitting experience.

GeoPermits

Advantages of Our Permitting Software

Designed for Your Community:

•Workflows tailored to your specific needs and processes.

•Easy to Use:

•Simple and intuitive interface for quick adoption and minimal training.

Unlimited Use:

•Empower your entire organization with access to the system.

•Affordable:

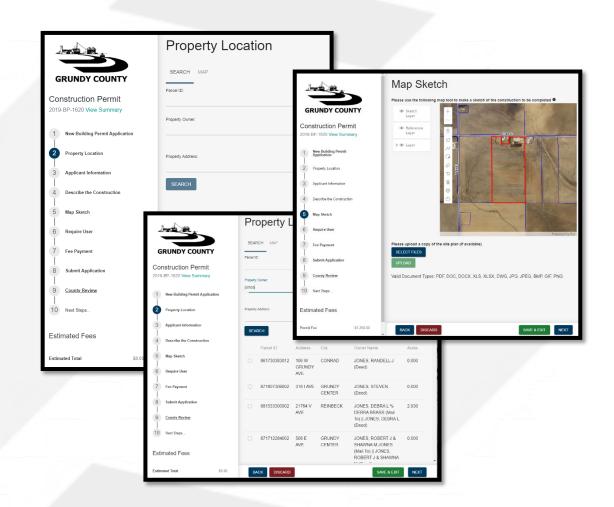
•Cost-effective solution that fits your budget.

•Integrated with CAMA/Tax Data:

 Seamlessly connect with existing data for streamlined workflows

•GIS Capabilities:

•Powerful mapping tools for visualization and analysis.







Ability to Design Your Own Workflows

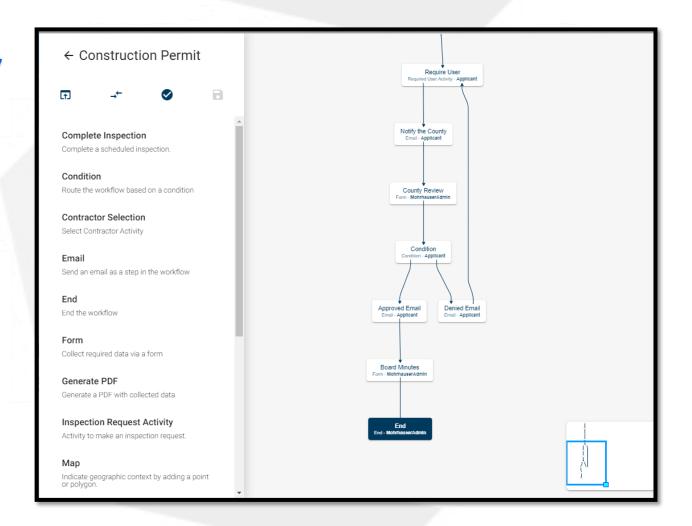
Intuitive Drag-and-Drop Interface:

Easily build and customize workflows.

•Built-in Activity Options: Automate

tasks such as:

- Collecting information
- Sending emails
- Selecting contractors
- Mapping locations
- Scheduling inspections
- Collecting payments
- •And many more!



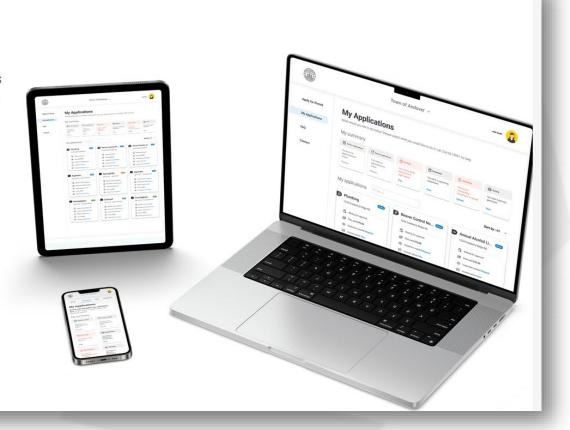


Any Platform, Any Size Device

Device agnostic

By building the Applicant experience in a responsive manner, users can access the application on any device. This also allows for contractors, and inspectors, in the field to use wireless devices.

We meet the user where they are.





Samples of Current Permit Types

Birth/Death Certificate	Golf Cart Rental	Roadside Vegetation Permit
Building Permit	Health Complaints	Roof Permit
Business License	Home Occupation Permit	RV Permit
Change Mailing Address	Land Alteration Permit	Septic Permit
Citizen Questionnaire	Mechanical Permit	Sign Permit
City Pool Pass	Mobile Home Registration	Solar Permit
Conditional Use Permit	New Address Request	Subdivision Permit
Deck/Porch Construction	Nuisance Complaints	Swimming Pool Installation
Demolition Permit	Oversized Vehicle Permit	Tax Exemption Application
Driveway Cut Permit	Plat Book Sales	Tree Permit
Electric Permit	Plumbing Permit	Variance Request
Event Registration	Public Data Requests	Video Surveillance Registration
Fence Permit	Rabies Exposure Notification	Wastewater Disposal Permit
Food Service License	Radon Test Kit Purchase	Well Water Test Request
Garage Sale Permit	Right-of-Way Permit	Zoning Permit
Gas Inspection	Road Hazard Notification	Zoning Violation Complaint



GeoPermits Implementation Roadmap

Project Launch:

- Our implementation team sets up your new GeoPermits site.
- We help you establish a merchant account for online fee collection.

Workflow Design:

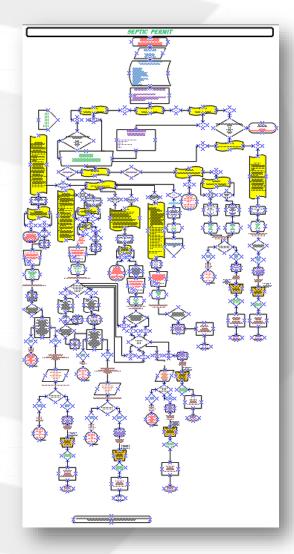
- We analyze your existing permitting processes.
- We collaborate with you to design an optimized, digital workflow.

System Configuration:

- We configure the new workflow within the GeoPermits system.
- We integrate with your existing CAMA/Tax data (if applicable).

Testing & Deployment:

- Your team thoroughly tests the configured workflow.
- Once approved, the application is deployed for live use.







Board of County Commissioners Agenda Request



Requested Meeting Date: November 25, 2025

Title of Item: Request For Proposal (RFP) for Recycling Contract

✓ REGULAR AGENDA	Action Requested:		irection Requested
CONSENT AGENDA	Approve/Deny Motion	Di	iscussion Item
INFORMATION ONLY	Adopt Resolution (attach dra *provide		old Public Hearing* g notice that was published
Submitted by: Andrew Carlstrom		Department: Environmental Services	
Presenter (Name and Title): Andrew Carlstrom		Es	stimated Time Needed:
Summary of Issue:			
The current recycling contract between Aitkin County and Waste Management of Minnesota, Inc. will expire on March 14, 2026. Waste Management currently receives and processes all drop-off recyclables, completes routine maintenance of the Recycling Center, and services canisters and collects recyclables at 10 sites across Aitkin County. At this time, I am respectfully requesting approval to solicit bids to operate the Aitkin County Recycling Center and recycling drop-off locations for a five year term (March 1, 2026 to February 28, 2031). Please see the attached proposed RFP general summary. Upon approval to solicit bids, letters will be sent to all licensed solid waste haulers in Aitkin County, RFP public notices sent to the newspaper, and done in accordance with MN Statutes 400.04.			
Alternatives, Options, Effects on Others/Comments:			
Deny motion to solicit bids through an RFP. Hire additional County staff and purchase equipment to operate the facility and unattended drop-off sites.			
Recommended Action/Motion: Request motion to solicit bids through an RFP to operate the Aitkin County Recycling Center and County recycling drop-off locations.			
Financial Impact: Is there a cost associated with this request? What is the total cost, with tax and shipping? \$ 200,000.00 annually (approximate) Is this budgeted? Yes No Please Explain: RFP Recycling Proposal is currently under review by County Attorney.			

REQUEST FOR PROPOSALS FOR

RECYCLING SERVICES IN AITKIN COUNTY

1. PURPOSE AND INTENT

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified private vendors of solid waste or recycling services in order to identify and select a firm to contract the collection, processing and marketing elements of the Aitkin County recycling program. The intent of the RFP is to enhance the cost-effectiveness of the County's existing recycling program by requesting competitive proposals from qualified firms.

The recycling contract will include collection services from the County's designated drop-off sites and processing and / or transfer services at the County's recycling facility in Aitkin. The recycling contract services complements other recycling programs provided by Aitkin County within an overall, comprehensive solid waste management system. (For more information about these other programs not included in this recycling contract, please refer to the *Northeast Minnesota Regional Solid Waste Management Plan*, May, 2023 available for review at:

https://www.co.aitkin.mn.us/departments/env/env-recycling.php or at the Aitkin County offices of Planning & Zoning / Environmental Services.)

This RFP details the County's contract recycling program, including: scope of services, term of the contract, background data, basis for service payments, legal and insurance requirements, County's decision process / evaluation criteria, and proposal content requirements. Attachments A through G are incorporated into this RFP by reference and are integral to this solicitation and must be considered, and understood, by potential proposers. Many of these same provisions in this RFP will be included in the final contract to be negotiated with the Contractor.

Section 3, Scope of Services, in this RFP specifies the minimum "base program". Responsive proposers MUST provide service cost estimates for this base program. Proposers responding to this RFP are encouraged to submit alternatives to this base program, in addition to service cost estimates for the "base" program. If one, or more, alternative is submitted, please clearly describe the alternative services or system design, and then provide a corresponding cost estimate. The intent is to provide an equitable means to compare base program cost estimates between proposals, plus evaluate the cost impacts of alternatives initiated by proposers.

2. COUNTY'S RIGHTS RESERVED

The County reserves the right to reject any and all proposals, such determination to be within the sole discretion of the County and not subject to question or appeal. The County reserves the right to waive irregularities.

The County reserves the right to negotiate a final contract with a selected firm, based on the basic elements of the proposal submitted by that firm. The County reserves the right to select parts of a proposal and reject other parts of the same proposal. (See Section 8, "County's Decision Process / Evaluation Criteria", for more information.)

3. SCOPE OF SERVICES FOR THE "BASE PROGRAM"

A. Collection

This RFP collection element pertains to the installation, maintenance and servicing of the drop-off system for collecting recyclables.

- 1. <u>Residential Recyclable Materials.</u> This RFP collection element is primarily targeted towards the collection of recyclables derived from residents' (both permanent and seasonal) households.
- 2. <u>Collection of Drop-Off Recyclable Materials.</u> This RFP collection element pertains only to materials deposited by residents and other users at designated drop-off centers as listed in Attachment B and shown in the map in Appendix D. This RFP collection element does not pertain to the collection of materials from residents via "curbside collection" programs (pick-up on a house-to-house, or business-to-business basis) that may be offered by haulers as services to their customers.
 - Other haulers collecting recyclables within Aitkin County, but not under contract with the County, shall be allowed to unload their recyclables at the Aitkin County recycling facility subject to the posted processing / marketing prices, or tipping fees.
- 3. <u>Provide and Maintain Containers.</u> The Contractor shall be responsible for purchase and installation of compartmentalized roll-off containers, or other suitable substitute containers, with adequate capacity and dimensions to serve the collection program needs.
- 4. <u>Servicing Containers.</u> The Contractor shall provide adequate servicing of the drop-off containers. Full containers shall be promptly removed and replaced by empty containers.
- 5. <u>Site Clean-Up.</u> The Contractor shall clean up all material deposited by residents at the designated drop-off site. No material, debris, litter or other form of solid waste resulting from the recycling program shall be left at the site.
- 6. <u>Frequency of Collection from Unattended Drop-Off Sites.</u> The Contractor shall remove full containers on an "on-call" basis from unattended drop-off sites.
- 7. One-Day Notice for Collection of Unattended Containers. The County will require the site host to monitor the unattended recyclables roll-off container(s) to determine when it is full and needs servicing. The site host shall contact the Contractor to request servicing of full container(s). The Contractor shall have one business day from the time of said notice to provide collection of the full container and replacement with an empty container.
- 8. <u>Specify a Recycling Facility.</u> The Contractor shall specify a recycling facility and /or facilities that recyclable materials will be deposited for transfer and/or processing.
- 9. <u>All Full Roll-Off Containers to be Weighed</u>. The Contractor shall weigh all full recycling roll-off containers before unloading at the specified recycling facility. The Contractor shall specify the method of weighing containers in the proposal (e.g., truck scale to be used; means for obtaining gross, tare and net weights).
- 10. Weights in Other Containers May be Estimated. Amounts of recyclables collected in containers other than roll-off boxes (for example, rear-load dumpsters, bins, etc.) may be estimated, rather than weighing each container, using standard industry practices. The methodology for such estimates shall be specified in the proposal.
- 11. <u>Collection Records</u>. The Contractor shall maintain a log of all collection operations by designated drop-off center. Site-by-site data to be collected shall include, but are not limited to: date and time of collection; gross, tare and net weight of recyclables collected; notes as to level

- of contamination in the container by compartment; and notes about overall cleanliness of the site (e.g., illegal dumping, etc.).
- 12. Monthly and Annual Reports. The Contractor shall provide a monthly report to the County including a summary of collection data. Monthly reports shall be due by the 15th of each month for data covering the previous month. Monthly collection reports shall provide site-by-site and total data including, but not limited to: frequency of collection; net weight of recyclables; average fullness by recycling compartment; generalizations about levels of contamination in the recycling containers; and generalizations about the overall cleanliness of the site. Annual reports shall provide sum totals for each year of data contained in the monthly reports. Annual reports shall be due by February 15 of each year for data covering the previous year.

B. Public Relations / Public Education

- 1. <u>Brochure</u>. The Contractor shall publish a recycling public education brochure that itemizes the list of acceptable and unacceptable materials as specified by the County. The brochure shall also have recyclables preparation instructions for residents. The brochure shall also list the locations and collection schedule for all designated drop-off centers. The Contractor shall provide the County with a draft of the brochure for approval prior to final printing and dissemination.
- 2. <u>Relations with Site Hosts</u>. The Contractor shall assist the County in maintaining and improving good relations with local site hosts. The Contractor will be encouraged to provide other services or amenities to increase the incentives for hosts of unattended drop-off centers to improve site monitoring.
- 3. <u>Instructional Signs at Drop-Off Sites</u>. The Contractor shall provide and install signs at each designated drop-off site that itemizes the type of recyclable materials acceptable and unacceptable for each commodity. The Contractor shall provide the County with a draft design and mock-up (including actual text) of the signs for County approval before final production and installation.
- 4. <u>Container Compartment Labels</u>. The Contractor shall provide and install labels for each compartment in their recycling container to make clear to residents where each materials belongs. The Contractor shall provide the County with a draft of the compartment labels for approval prior to final printing and installation.
- 5. Other Public Education Opportunities. The Contractor shall be encouraged to seek, develop and implement other public education opportunities to help improve recycling participation, recovery rates and compliance with resident preparation instructions.

C. Processing / Marketing

1. Operation of County Recycling Facility. The Contractor shall operate and maintain the County's recycling facility in the City of Aitkin. The County owns the land and building only. Routine operations and maintenance shall be the responsibility of the Contractor. Routine operations and maintenance shall include, but not be limited to: operation / payment of all utilities, regular site / building clean-up, litter control, snow plowing, minor repairs, etc. Major capital improvements shall be the responsibility of the County.

The Contractor shall acquire, install and maintain its own processing equipment at its own expense.

Only recyclable material from Aitkin County is allowed to be brought to the Aitkin County Recycling Facility for processing/marketing.

Attachment G lists the hours the County recycling facility shall be open to the public for depositing materials.

- 2. Processing or Transfer of Materials from Drop-Off Centers. The Contractor must use the County's recycling facility for purposes of processing and/or transfer of the materials collected from the designated drop-off centers. The Contractor shall specify the intended plan of operations for the County's recycling facility. Once a final agreement is negotiated and a contract executed, the basic components of this facility-operating plan may not be changed without prior written approval by the County.
- 3. <u>Marketing of Materials.</u> The Contractor shall be primarily responsible for securing adequate, long-term, end-markets for recyclable materials collected and processed for the duration of the proposed Recycling Agreement.
- 4. <u>Processing / Marketing of All Other Recyclables.</u> The Contractor shall be responsible for design, installation, and operation of the recyclable materials processing and marketing elements of the County's recycling system.
 - Processing / marketing services shall include, but are not limited to: securing purchase commitments from markets (including quality specifications); receiving of materials from drop-off centers, interim storage; shipment to markets; and disposal of process rejects. Costs of rejects disposal shall be the responsibility of the Contractor.
 - Processing / marketing services may include: transfer without further processing; sorting; and densifying (e.g., baling).
- 5. <u>Processing / Marketing Data</u> The Contractor shall maintain ongoing records on the amounts in tons of materials processed, transferred, and marketed, including rejects disposed.
- 6. Monthly and Annual Reports The Contractor shall summarize processing / marketing / disposal data in monthly and annual reports to the County. Monthly reports shall be due by the 15th of each month for data covering the previous month. Identities of end-markets may be kept confidential if the Contractor submits a written request under the procedures specified in the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13). Annual reports shall provide sum totals for each year of data contained in the monthly reports. Annual reports shall be due by February 15 of each year for data covering the previous year.

4. TERM OF THE CONTRACT

A. Five Year Term

The initial term of this recycling services contract shall be for five years, with five, one-year extension options. The tentative initial contract term shall begin March 1, 2026 and expire February 28, 2031.

B. Contractor's One-Year Extension Options

The Contractor may request a one-year contract extension if written notice of such request is received by the County by twelve (12) months prior to current expiration date. Granting requests for contract extensions shall be at the sole discretion of the County and shall not be appealed. If the County agrees to accept the Contractor's request for an extension, the County and the Contractor will then initiate negotiations for a new contract. Both parties shall negotiate in good faith and conclude negotiations in time for a County Board decision on the new contract by seven (7) months prior to current expiration date.

C. County Retains Right to Extend and Postpone Contract Termination Date

The County shall retain the rights to extend the contract at any time and to postpone the initial contract termination date, subject to approval by the Contractor. However, the County shall not reduce the initial contract term to less than five years except for cause or breach of contract.

D. Termination

The County shall retain the right to terminate the contract if the Contractor fails to perform the required work in accordance with the final negotiated agreement, County ordinances and specifications, MPCA rules and regulations, and other local, state, or federal regulations. The County may terminate the negotiated agreement in case of bankruptcy or insolvency of the Contractor. The County may terminate the contract in the event of the Contractor's default of the final negotiated agreement.

5. BACKGROUND DATA

A. Amount of Recyclable Material / Frequency of Pick-Ups

The historical amount of recyclable material is shown in Attachment F.

It is important to note that the County in no way guarantees the volume, composition or quality of material to be collected in the future. The information in Attachments E and F are provided for information purposes only.

6. SERVICE PAYMENTS

A. Collection Payment

The Contractor shall be paid on a dollar per ton (\$ / ton) basis for recyclable materials collected from designated drop-off centers. The Contractor will be paid a mileage rate for servicing the designated drop-off sites. This collection fee payment should cover capital, operating and maintenance costs of the collection services.

B. Processing / Marketing Services Payment

Each responsive proposer shall propose a flat processing fee (in dollars per year) that is separate from material revenues. This flat fee payment should cover capital, operating and maintenance costs of the proposed processing / marketing services, including costs of transportation to markets.

C. Adjustments Due to Inflation

Proposers may wish to include in their proposal an annual service price adjustment due to changes in inflation. The consumer price index (CPI), or other similar index, to be used for such adjustments shall be specified in the proposal.

D. Program Re-Evaluation

The design and performance of the program shall be re-evaluated at the one-year and two-year anniversary dates of the contract. If program changes are recommended by the County or Contractor that significantly affect service costs, this will be considered a triggering event for renegotiation.

7. LEGAL AND INSURANCE REQUIREMENTS

A. Ownership and Responsibility of Material

Upon collection from the designated drop-off sites, all material in and immediately around the containers (recyclables and contaminants) becomes the property and responsibility of the Contractor.

B. Indemnification

The Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney's fees, which the County may suffer or for which it may be held liable, arising out of or resulting from the Contractor's or his agent's or employee's actions or negligence in the performance of this contract. Prior to the commencement of the contract, the Contractor shall furnish the County certificates or copies of these policies of insurance in force.

C. Independent Contractor

The Contractor shall be deemed an independent contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, shall not be considered employees of the County. Any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or the Contractor shall in no way be the obligation or responsibility of the County.

D. Contractor Performance Bond

The Contractor will be required to furnish financial assurance to compensate the County for losses that may be incurred in the event Contractor fails to faithfully perform Contractor's obligations under this Contract. Said financial assurance shall be equal to the amount of the annual total contract price and shall take the form of a corporate surety bond, or in lieu thereof, an irrevocable letter of credit. Said financial assurance shall stay in effect throughout the contract period.

E. Worker's Compensation Insurance

The Contractor shall provide and maintain worker's compensation insurance as required by law.

F. Comprehensive General Liability Insurance

Contractor shall provide and maintain at all times while contract is in effect Comprehensive General Liability Insurance insuring against liability imposed by law for bodily injury or death, in the minimum sum of \$2,000,000 any one person and in the minimum sum of \$4,000,000 for two or more persons for the same occurrence, or (\$1 million occurrence/\$2million general aggregate along with an Umbrella/Excess liability coverage of an additional \$1 million occurrence /\$2 million aggregate) and for damage of property in the minimum sum of \$500,000. The County of Aitkin shall be named a coinsured on said policy for incidents arising out of the Contractor's performance of this agreement, which shall provide that the coverage may not be terminated or changed by the insurer except upon ten days written notice to the County Auditor. All endorsements shall apply to both bodily injury or death and property damage coverages. The Contractor is also required to provide no fault motor vehicle insurance with regard to all motor vehicles used in carrying out the terms of this contract, in the same amounts specified.

G. Auditing

The Contractor shall allow the County to examine Contractor's books, records, documents, and accounting procedures and practices relevant to this recycling program.

H. Non-Discrimination

Contractor agrees that Contractor shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, sex, marital status, national origin, disability or public assistance.

I. Assignment and Subcontracting

Neither the County nor the Contractor shall assign the negotiated agreement, or any part thereof, nor shall either the County or the Contractor sub-contract this Agreement or any part thereof without the prior written approval of the other party.

J. Compliance with All Laws, Rules and Regulations

The Contractor shall comply with all local, state and federal laws, regulations, ordinances and specifications. The Contractor shall be licensed by Aitkin County as a solid waste hauler and shall pay the required annual County license fees.

K. Liquidated Damages

The County and Contractor will agree, in addition to any other remedies available to the County, the County may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

- 1. <u>Failure to service and collect full drop-off containers</u> within the one business day limit as specified in Section 3.A.4 ("Servicing Containers") and Section 3.A.7 ("One-Day Notice for Collection of Unattended Containers") \$100 per incident.
- 2. <u>Failure to provide monthly and annual reports</u> as specified within Sections 3.A.12 and 3.C.6 \$100 per incident.
- 3. <u>Failure to respond to legitimate service complaints</u> in a reasonable, professional and timely manner \$25 per incident.

These amounts are liquidated damages for losses suffered by the County, and not a penalty.

8. COUNTY'S DECISION PROCESS AND EVALUATION CRITERIA

A. Receipt of Proposals

Proposers shall submit five (5) copies of the proposal in a sealed envelope addressed to:

Andrew Carlstrom, Aitkin County Solid Waste Administrator,

Aitkin County Environmental Services

307 2nd Street NW Room 219

Aitkin, MN 56431.

Deadline for receipt of proposals is no later than 3:00 p.m., Friday, January 9, 2026.

B. Tentative Time Table

The approximate deadlines for the County's decision process are:

Proposals due January 9, 2026

Contract award by County Board January 27, 2026

Contract term begins March 1, 2026

C. Negotiations Shall be Exclusive

The County will receive and rank the proposals according to the decision criteria presented below in Subsection 8.D "Proposal Evaluation Criteria". The County Board will approve the recommended ranking of at least the top three proposals.

The County will then enter into exclusive negotiations with the top ranked proposer. The intent of these negotiations is to establish in writing final terms of an agreement between the County and the top ranked proposer.

If the negotiations with the top ranked proposer are unsuccessful, the County will officially terminate its negotiations with this firm and begin negotiations with the second ranked proposer. This process may be repeated with the third ranked proposer if negotiations are unsuccessful with the second ranked proposer.

D. Proposal Evaluation Criteria

The Aitkin County Board of Commissioners intends to award the contract to the contractor that the Board feels most nearly meets its needs and the needs of the residents of Aitkin County. Cost alone will not be the sole determining factor for a selection of a contractor, but rather only one of several criteria as listed below in this Subsection.

All responsive proposals must include a cost estimate for the RFP base program as defined in Section 3, "Scope of Services for the Base Program". Alternative proposals are welcome and encouraged.

The County shall use the following criteria to evaluate and rank proposals. These criteria are listed in alphabetical order and do not reflect their relative importance to the County.

- 1. <u>Convenience</u>. Convenience will be based in terms of additional or alternative site locations different from the base program specified in this RFP. The County will look for equity of distribution of alternative sites throughout the County.
 - Convenience also includes material preparation requirements for residents if alternatives to the RFP base program are proposed (e.g., difficulty of sorting in the household; ease of understanding preparation instructions).
- 2. <u>Cost-Effectiveness</u>. Cost-effectiveness will be evaluated in terms of bottom-line, annual cost to the County. Unit cost per ton will be a secondary indication of efficiency and potential for more savings to the County.
 - Proposals that show how they will strive to reduce recyclable contamination and process rejects will be given preference.
- 3. <u>Experience.</u> Proposers should demonstrate past and present recycling and/or solid waste operations.
- 4. <u>Fairness.</u> Proposers should show how they can best encourage more residential and commercial recycling throughout the County, regardless of the hauling firm serving that home or establishment.
- 5. <u>Financial Capabilities.</u> Proposers should demonstrate they have adequate resources to undertake the proposed services. Relative long-term security of proposed markets will be an important consideration.
- 6. <u>Safety.</u> Proposers should demonstrate adequate experience and capabilities in identifying and managing safety risks to the public and workers. Past safety programs and records may be considered.

7. <u>Uniformity</u>. Proposers should show commitments to providing uniform, consistent, public information to residents and businesses.

9. PROPOSAL CONTENT REQUIREMENTS

Each responsive proposal must contain the following:

A. Description of the Proposer, Capabilities and Experience

Describe the proposing company, including, but not limited to: staffing plan to execute the proposed services; any partnerships, subcontracting, joint ventures or private collaborations proposed; history of firm(s); present recycling and solid waste activities; capabilities to undertake this project; and list of references of most recent projects of a similar nature.

B. Proposed Processing / Marketing Operations

Describe the operations, equipment and staffing plan you intend to use in the base proposal. Describe your safety plans for all aspects of operations: collections, processing, and marketing. Proposed markets must be identified, including, but not limited to: end-markets; intermediate processors; and/or brokers. The relative long-term security of all proposed markets should be described as best as possible.

C. Proposed Collection Operations

1. Operations Description. Describe the collection operations to service the designated drop-off centers base proposal, including, but not limited to: type of containers, type of truck; capacity of containers; and, number and description of recyclable compartments. If containers other than roll-off boxes are used at selected sites, specify by site and specify means of estimated weights collected each stop.

D. Proposed Public Relations / Public Education Efforts

Describe the public relations/public education program your firm intends to develop to execute the base proposal. Specify any assistance expected from the County, local site hosts, and local municipalities. This should include, but not be limited to, a description of the plans for: a public education brochure; signs at the drop-off sites; and relations with local site hosts.

E. Cost Estimates

Break down your cost estimates for this contract by the specified components for the base proposal:

- 1. Ongoing Collection. Collection services (dollar per ton, dollar per mile).
- 2. Processing. Flat rate processing fee (dollars per ton/year).
- 3. <u>Inflation Adjustment</u>. Annual price adjustments, if any (specify formula).

F. Alternatives to the Base Proposal

Proposers may submit alternative proposals, but must at a minimum, provide a cost estimate for the base proposal as described in this RFP. If alternative proposals are submitted, clearly describe the system changes proposed and a separate estimate of cost for those alternative services.

Attachment A

PROGRAM DEFINITIONS

- 1. <u>"Base Program"</u> means the minimum scope of services as described in this RFP in Sections 3 through 5. Responsive proposals must include a service cost estimate for the base program.
- 2. "<u>Containers</u>" means compartmentalized, covered roll-off boxes with sufficient compartments to allow separate collection of the recyclable materials specified herein.
 - Other suitable types of container systems may be substituted for roll-off boxes (e.g., rear load dumpsters). Substitute types of containers must be specified in the proposal and must provide: adequate covering to prevent littering and precipitation from getting into the materials; adequate capacity; and ease of access by residents to deposit recyclable materials (e.g., unloading height not too high).
- 3. <u>"Contamination"</u> or <u>"Contaminants"</u> means incorrect materials deposited in the containers that are not acceptable as recyclables as defined by the County.
- 4. <u>"Contractor"</u> means the County's selected recycling service vendor, once a final agreement is negotiated and officially executed.
- 5. "County Recycling Facility" means the Aitkin County Recycling Facility located at 36488 400th Avenue in Aitkin, Minnesota.
- 6. <u>"Designated Drop-Off Center"</u> means a specified facility for storage of recyclable materials. These facilities may be attended or unattended and will be located at site locations and schedules as specified by the County.
 - Attachment B is the "minimum, base list" of the drop-off centers, including description of specific site locations and schedules of operations, for purposes of this RFP.
 - Attachment D is the corresponding map of the "minimum, base list" of designated drop-off centers for purposes identifying of this RFP.
- 7. <u>"Designated Drop-Off Center Host"</u> or <u>"Site Host"</u> means the site sponsor, agency or business. The container may be on or near host's property. If the site is an unattended drop-off center, the site host will designate a contact person responsible for monitoring the recycling container as it fills up.
- 8. <u>"Designated Private Recycling Facility"</u> means a private facility that engages in the processing and marketing of recyclable materials.
- 9. <u>"End Markets"</u> mean the final manufacturing plant or business where the processed recyclables are sold to make a new product (for example, mills). Brokers, intermediate processors and other recycling material reclaimers are not considered end-markets.
- 10. <u>"Haulers"</u> means solid waste management and/or recycling firms that provide collection services to residents and businesses in or near the Aitkin County region.
- 11. "Markets" for recyclable material include any person or company that buys (or charges) for recycling of specified materials. "Markets" may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.
- 12. <u>"Mixed-Color Glass"</u> Acceptable food and beverage glass jars and bottles (as per Attachment C) as prepared by residents, but not sorted by color. I.e., all colors of glass mixed into one compartment in the containers.

- 13. <u>"Proposed Recycling Agreement"</u> or <u>"Final Agreement"</u> means the new recycling services contract between the County and the selected firm as the Contractor. The final terms of the Proposed Recycling Agreement will be negotiated, but are intended to follow the purpose, intent and elements and of this RFP and the accepted proposal.
- 14. "<u>Recyclables Collection</u>" means taking up of all recyclable materials accumulated in containers at designated drop-off centers and the transporting of the recyclable materials to a recycling facility where they can be processed and/or transferred for marketing.
- 15. "<u>Recyclable Materials</u>" means those "minimum list of materials" identified by the County in Attachment C.
- 16. "Recycle/Recycling" means the process of collecting, processing and preparing recyclable materials and reusing them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.
- 17. <u>"Recycling Facility"</u> is a general term and means either the County recycling facility a designated private recycling facility.
- 18. "Rejects" means materials that, after processing by the Contractor, are not marketable as recyclables and must be disposed as mixed municipal solid waste.
- 19. "<u>Triggering Event for Renegotiation</u>" means any event that allows either the County or the Contractor to initiate renegotiation of the contract due to systems changes that may effect costs of services.
- 20. <u>"Unattended Drop-Off Sites"</u> are designated drop-off centers that do not have staff present whereby residents are asked to unload their own recyclables without supervision. Unattended drop-off sites, in general, are open 24-hours per day, seven days per week, as specified by the County in Attachment B.

Attachment B

LIST OF DESIGNATED DROP-OFF CENTERS FOR THE BASE PROGRAM

Site City/Location No.	Establishment (As Host for Site)	Service Type/Materials ^(b)	Minimum Frequency of Service ^(c)
1. Aitkin Co. Courthouse	Aitkin County	Unattended/Cardboard only	On Call
2. Aitkin Co. Recycling Center	County/Contractor	Attended/Full service	Empty as needed (On-site)
3. Aitkin High School	High School	Attended/Full service (For school use only)	On Call
4. Aitkin Rippleside Elem School	Elementary School	Attended/Full service (For school use only)	On Call
5. Hill City (new proposed site)	City of Hill City	Unattended/Full service	On Call
6. Hill City School	School	Unattended/Cardboard only (For school use only)	On Call
7. Long Lake Conservation Center	Conservation Center	Unattended/Full service	On Call
8. Malmo	Petry's By The Lake	Unattended/Full service	2 nd and 4 th Monday (12PM) thru Thursday (12PM) ^(c)
9. McGrath	Pour Lewey's	Unattended/Full service	2 nd Wednesday of Month (12PM) thru Thursday (12PM)
10. McGregor School	School	Unattended/Full service (For school use only)	On Call
11. Palisade	Palisade Public Works	Unattended/Full service	On Call
12. Savanna State Park	MN DNR	Unattended/Full service (For park guests only)	On Call (Seasonal)

Notes:

- (a) The County reserves the exclusive right to add or subtract designated drop-off centers to be serviced by the Contractor.
- (b) "Service" means collection of all Single Stream Specifications set forth in Attachment C
- (c) These Unattended Drop-Off Centers will have the Container dropped of by 11:00am on Monday and removed after 1:00pm on Thursday.

Attachment C

LIST OF DESIGNATED RECYCLABLE MATERIALS

Acceptable	Items NOT recyclable	Resident Preparation
	("Nonrecyclables")	Instructions
Glass		
Glass bottles and jars (empty)	Ceramic dishes, Dirty bottles,	No need to separate by color
holding food and beverages only	Bottles with caps	Remove lids
	Dinner Plates. Ovenware	Rinse to remove residue
	Clay pots	Do not break glass
	Drinking glasses, crystal, broken	
	glass	
	Window panes, mirrors	
	Light bulbs	
Plastic No. 1 through 6		
Plastic bottles (empty – remove	Plastic Bags,	Rinse to remove residue
caps)	Any type of plastic film	Do not try to recycle more than
Milk, pop, beverage containers,	Pails, tubs, plates, plastic cups,	these types of bottles
Laundry Soap, cool whip and	bowls, caps, lids, Ketchup cups	Throw away all other non-plastic
butter tubs	Plastic utensils, dirty bottles,	
	rubber products, Styrofoam cups	May be mixed with tin and
	and packing materials, polyvinyl	aluminum cans
	sheeting, heat shrink wrap	
Cans: Aluminum and Tin		
Steel/tin cans	Wire strapping, dirty cans,	Rinse to remove residue
Aluminum cans (emptied)	aluminum foil, cardboard cans,	No need to remove labels
Aluminum pie and meat tins	appliances, power tools or	
Aluminum foil	batteries, metalized-look plastics,	
	screw-on lids	

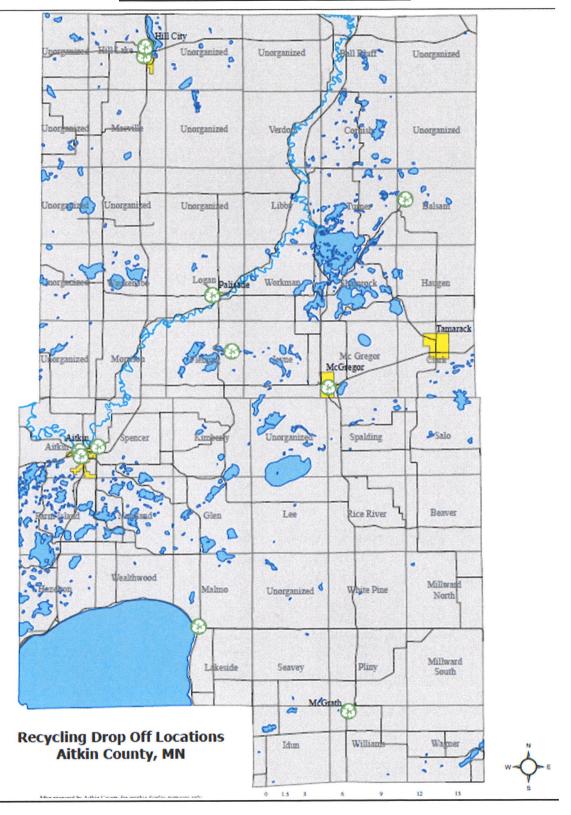
Attachment C (continued)

LIST OF DESIGNATED RECYCLABLE MATERIALS

Acceptable	Items NOT recyclable	Resident Preparation
_	("Nonrecyclables")	Instructions
Cardboard	9	
Corrugated cardboard (cardboard	Chipboard, packing peanuts,	Flatten boxes
from boxes with fluted center and	cellulose packing, foil, plastic	Remove plastic or waxed paper
two side panels) Clean Uncoated	wrap, egg crate material, milk	liners and all Styrofoam packing
Paperboard (cereal, kleenex, chip	cartons, wood scraps	materials
and pizza boxes).	Waxed or coated cardboard	
	No meat or juice stained	
	cardboard	
Paper		
Newspaper, magazines, catalogs,	Blue prints, carbon paper,	Must be dry, loose, unshredded,
phone books	construction paper, food	non-soiled paper
Office paper: white or pastel	packaging, napkins, paper towels,	
Stationary/typing paper	paper plates and cups, tissue	
Envelopes: White,gold,brown,	Metal bindings, plastic covers,	
post-it notes, computer paper,	Puzzle books, comic books,	
Adding machine paper, manila	Rubber bands, paper clips,	
folders, note paper, thermal fax	Adhesive labels and stickers	
paper, NCR (carbonless copy-	Cellophane, foils	
through paper		

Attachment D

DESIGNATED DROP-OFF LOCATIONS



Attachment E

MILES TO DESIGNATED DROP-OFF LOCATIONS

(number is based round trip miles to destination from Aitkin County Recycling Center - see Attachment B)

1. Aitkin County Courthouse	3
2. Aitkin County Recycling Center	0
3. Aitkin High School	3
4. Aitkin/Rippleside Elementary	4
5. Hill City Public Drop-Off (proposed)	70
6. Hill City School	70
7. Long Lake Conservation Center	40
8. Malmo Public Drop-Off	44
9. McGrath Public Drop-Off	88
10. McGregor School	46
11. Palisade Public Drop-Off	40
12. Savanna State Park	80

Attachment F

HISTORICAL DATA

The following data represents records of recycling for the months of January 2025 through October of 2025.

Attachment G

RECYCLING CENTER HOURS

The Aitkin County Recycling Center shall be open for the public for depositing materials during the following hours:

Monday through Friday: 7:30 a.m. to 4:00 p.m.

Saturday: 8:00 a.m. to 12:00 p.m.

Sunday: Closed

Holidays: Closed

These are the minimum hours that the County's recycling facility shall be open to the public for purposes of depositing materials at the public drop-off containers. These hours may not reflect the actual operating hours of processing and/or transfer at the recycling facility.

The Contractor shall specify the annual holiday schedule where the County recycling facility will be closed to the public.



Board of County Commissioners Agenda Request



Requested Meeting Date: November 25, 2025

Title of Item: North Memorial Ambulance Agreement

DECLUAR ACENDA	Action Requested:	Direction Requested	
REGULAR AGENDA	Approve/Deny Motion	Discussion Item	
CONSENT AGENDA	Adopt Resolution (attach draft)	Information Only	
	Hold Public Hearing *provide c	opy of hearing notice that was published	
Submitted by:		Department:	
David Minke		Administration	
Presenter (Name and Title): David Minke		Estimated Time Needed: 5 Minutes	
Summary of Issue:			
In recent years the county has contrac Ambulance service in Aitkin County.	ted with North Memorial Health Ambulance S	ervice to provide a subsidy to support	
into a single contract to make it easier		e. Those three contracts have been combined 43,000. (\$42,000 is included in the preliminary al; \$5,000.00 Meds-1; \$13,000.00 McGregor.	
	on the submission off each quarter's run repo	od by North Ambulance. For 2026 the subsidy ort. This change was requested by North to	
In addition to the primary provider Nort District, Mille Lacs Health System Amb	h Ambulance, Aitkin County is served by Cro oulance, and Essentia Health EMS.	mwell-Wright Joint Powers Fire and EMS	
The attached contact has been reviewed	The attached contact has been reviewed by the county attorney.		
Kevin Lee, Emergency Services Relati	Kevin Lee, Emergency Services Relationship Specialist with North Ambulance will attend the meeting to answer any questions.		
	mbulance funding in the context of a potentia n of Townships at their January 15 meeting.	I EMS district. North Ambulance is planning to	
Alternatives, Options, Effects	on Others/Comments:		
Recommended Action/Motion: Approve the contract with North Memorial Health Care in the amount of \$43,000 for 2026 and authorize the county administrator to sign.			
Financial Impact: Is there a cost associated with a What is the total cost, with tax a Is this budgeted? \$42,000 is in the 2026 budget.	and shipping? \$ 43,000	□ No elain:	



AITKIN COUNTY HEALTH & HUMAN SERVICES

204 First Street NW Aitkin, MN 56431

Phone: 800-328-3744/218-927-7200

Fax: 218-927-7210

AMBULANCE SERVICE CONTRACT

THIS AGREEMENT between the AITKIN COUNTY BOARD OF COMMISSIONERS, Aitkin, Minnesota, hereinafter referred to as the County and NORTH MEMORIAL HEALTH CARE, a Minnesota Nonprofit Corporation, DBA NORTH MEMORIAL HEALTH AMBULANCE SERVICE (NMHAS), 4501 68th Ave N, Brooklyn Center, Minnesota 55429, hereinafter referred to as the Contractor; enter into this contract for the purpose of providing ambulance service within Aitkin County, beginning January 1, 2026 through December 31, 2026.

WHEREAS, the Contractor is qualified in accordance with State and Federal standards to provide Ambulance Services; and

WHEREAS, the County wishes to purchase Ambulance Services from the Contractor.

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

- I. Contractor agrees to furnish efficient and prompt ambulance service to all persons desiring the same within the state license service area and shall have not less than one (1) ambulance in service capable of rendering efficient service. Ambulances shall be equipped in accordance with the current State of Minnesota regulations and licensures.
- II. Contractor shall man ambulances with personnel in sufficient number to furnish service adequate to the needs of calls or emergencies normally encountered. Ambulance drivers and attendants shall have received training, which meets the requirements of Minnesota Statues.
- III. Ambulance service shall be provided by the Contractor on a twenty-four (24) hour, seven (7) day basis. The Contractor shall immediately respond to requests for service initiated by any person.
- IV. All patients shall be taken to hospitals as determined by applicable Minnesota Statutes and/or Rules. All patients shall be taken to the hospital of their choice within a reasonable distance if said choice is not contrary to applicable Minnesota Statutes and/or Rules. Should the patient indicate a preference, said patient shall be taken to the hospital where the appropriate care can be provided.
- V. The County agrees to pay the Contractor a fee of \$45.00 per request for service, and \$55.00 per no load runs, to a maximum of \$43,000.00 per calendar year. This agreement shall not include transfers from the local hospital to other tertiary care facilities outside the County. The County will reimburse the Contractor on a quarterly basis after receiving a quarterly receipt of ambulance runs in Aitkin County. This itemization will include dates of service, type of service (emergency or no-load run). In addition, the Contractor shall be privileged

"This institution is an equal opportunity provider."

to charge each person requesting transportation a reasonable service fee in accordance with a schedule from time to time set by the Contractor.

- VI. Each of the parties shall defend, indemnify, save and hold the other party harmless from the liability arising out of the actions of the indemnifying party in connection with the operation of the ambulances or any other services performed under the terms of the contract.
- VII. INDEMNITY: The Contractor agrees it shall defend, indemnify and hold harmless the County, its officers and employees against any and all liability, loss, costs, damages and expenses that the County, its officers or employees may hereafter sustain, incur, or be required to pay arising out of the Contractor's performance or failure to adequately perform its obligations pursuant to this Purchase of Service Agreement.
- VIII. INSURANCE: The following insurance must be maintained for the duration of this Agreement. A Certificate of Insurance for each policy must be on file with the County within ten (10) days of execution of this contract and before commencement of any work under this contract. Each certificate must include a thirty (30) day notice of cancellation, non-renewal, or material change to all named and additional insureds.

All insurance policies will be open to inspection by the County, and copies of policies will be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

- 1. General Liability Insurance
 - a. \$500,000 for claims for wrongful death and each Person for other claims
 \$1,500,000 Each Occurrence
 - Claims outside the scope of M.S. 466 \$3,000,000 per claim.
 - b. Policy shall include at least premise, operations, completed operations, independent contractors and subcontractors, and contractual liability.
 - c. Aitkin County must be named additional insured.
- 2. Business Automobile Liability Insurance
 - a. \$500,000 Each Person
 \$1,500,000 Each Occurrence
 Claims outside the scope of M.S. 466, \$3,000,000 per claim.
 - b. Must cover owned, non-owned and hired vehicles.
- 3. Workers' Compensation per Statutory Requirements

- IX. NONCOMPLIANCE: The County reserves the right to rescind any contract not in compliance with these requirements and retains all right thereafter to pursue any legal remedies against the Contractor.
- X. The Contractor shall not sell, assign, or in any way divest itself of its interest herein without prior written notice by registered mail of at least 120 days to the County.
- XI. The Contractor agrees to comply in all requests with the requirements of the State of Minnesota, Federal laws, and County or City Ordinances which may be applicable hereto in the operation of its ambulance service.

XII. EQUAL EMPLOYMENT OPPORTUNITY AND CIVIL RIGHTS CLAUSE

- A. (When applicable) The Contractor agrees to administer all programs in accordance with the provisions contained in the Food and Nutrition Act of 2008, as amended, and in the manner prescribed by regulations issued pursuant to the Act; implement the FNS- approved State Plan of Operation for the Supplemental Nutrition Assistance Program (SNAP) if required; comply with Title VI of the Civil Rights Act of 1964; section 11 (C) of the Food and Nutrition Act of 2008, as amended; the Age Discrimination Act of 1975; section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; and all requirements imposed by the regulations issued pursuant these Acts by the U.S. Department of Agriculture to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, political beliefs, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under SNAP;
- B. (When applicable) The Contractor agrees to administer all programs in accordance with U.S. Department of Health and Human Services requirements imposed by the regulations pursuant to Title VI of the Civil Rights Act of 1964; the Age Discrimination Act of 1975; Section 504 of the Rehabilitation Act of 1973; Title II of the Americans with Disabilities Action of 1990; Title IX of the Educational Amendments of 1972; Section 1557 of the Patient Protection and Affordable Care Act of 2010. Comply with the regulations to the effect that, no person in the United States shall, on the grounds of race, color, national origin, sex, age, disability, or religion, be excluded from participation in, be denied the benefits of, or otherwise subject to discrimination under U.S. Department of Health and Human Services programs;
- C. (When applicable) The Contractor agrees to administer all programs and services in compliance with the Minnesota Human Rights Act, Public Services and Public Accommodations provisions; comply with all requirements imposed by the Minnesota Human Rights Act to the effect that, no person in Minnesota shall, on the grounds of race, color, national origin, religion, creed, sex, sexual orientation, marital status, public assistance status, or disability, be excluded from participation in, be

denied the benefits of, or otherwise subject to discrimination under the Minnesota Human Rights Act. The Contractor and the County further agree to fully comply with any changes in Federal law and regulations. This agreement may be modified with the mutual consent of both parties;

- D. (When applicable) The Contractor agrees that by accepting the Civil Rights Assurance it will compile data, maintain records, books and accounts; and submit reports as required to permit effective enforcement of the nondiscrimination laws. Your agency also agrees to permit authorized County, Federal and State personnel, during normal working hours, to review such records, books, accounts, and reports as need to determine compliance with the nondiscrimination laws;
- E. (When applicable) The Contractor agrees to provide meaningful access to all participants in the SNAP program. Your agency must take reasonable steps to ensure that Limited English Proficiency (LEP) participants have meaningful access to programs, services, benefits, from your agency. This includes the requirement to provide bilingual program information and certification materials and interpretation services to single-language minorities in certain project areas. Please include a copy of your agency's LEP Plan;
- F. (When applicable) The Contractor agrees to attest that all employees administering services or programs under contract with Aitkin County, have received the Civil Rights power point training;
- G. (When applicable) The Contractor certifies that it has received a certificate of compliance from the Commissioner of Human Rights pursuant to Minnesota Statutes, section 363.073 (1998). This section only applies if the grant is for more than \$100,000 and the Contractor has employed forty or more full-time employees within the State of Minnesota on a single working day during the previous 12 months.

XIII. CONTRACTOR DEBARMENT, SUSPENSION, AND RESPONSIBILITY CERTIFICATION

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

By Signing This Contract, the Contractor Certifies that it and its Principals* And Employees:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from transacting business by or with any federal, state or local governmental department or the County; and
- B. Have not within a three-year period preceding this contract:
 - 1. Been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtained, attempting to obtain or performing a public (federal, state or local) transaction or contract;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. Committed embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity for:
 - 1. Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction;
 - 2. Violating any federal or state antitrust statutes; or
 - 3. Committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; and
- D. Are not aware of any information and possess no knowledge that any subcontractor(s) that will perform work pursuant to this contract are in violation of any of the certifications set forth above.
- E. Shall immediately give written notice to the Contracting Officer should the Contractor come under investigation for allegations of fraud or a criminal offense in connection with obtaining, or performing: a public (federal, state or local government) transaction; violating any federal or state antitrust statutes; or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.

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

- **XIV.** Either party may cancel this Agreement, with or without cause, upon written notice by registered mail of at least 120 days.
- **XV.** All notices to either party must be in writing mailed by certified mail, return receipt requested, to the address of each party. Notices are effective on the date of mailing.
- XVI. That said the Contractor shall submit to the County, an annual complete itemized financial

statement detailing the ambulance activities, by February 1, 2026. Document shall be mailed to:

DAVID J. MINKE
AITKIN COUNTY ADMINISTRATOR
307 2ND STREET NW, RM. 310
AITKIN, MN 56431

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR agree that this agreement is effective from January 1, 2026, to December 31, 2026.

BY:	DATED:
David J. Minke, Administrator	
Aitkin County	
BY: Swtt Sampy 330BDB6C8A9942C	DATED: 11/17/2025
Scot Sampey, Vice President/Chief Ambulance S	ervices
North Memorial Health Ambulance Service	
APPROVED AS TO FORM AND EXECUTION	
BY:	DATED:
James Ratz	
Aitkin County Attorney	



Board of County Commissioners Agenda Request

5B
Agenda Item #

Requested Meeting Date: November 25, 2025

Title of Item: Consider Supporting Repeal of Minnesota's Nuclear Power Moratorium **Action Requested: Direction Requested** REGULAR AGENDA Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Information Only Hold Public Hearing *provide copy of hearing notice that was published Department: Submitted by: David Minke, County Administrator Administration **Estimated Time Needed:** Presenter (Name and Title): David Minke, County Administrator 5 minutes Summary of Issue: Minnesota law currently bars the Public Utilities Commission from issuing a certificate of need for construction of new nuclear power electric generating plants. This Statutory restriction was enacted in 1994 and is included in Minnesota Statures S2168.43. Minnesota is one of about a dozen states to ban or place significant restrictions on new nuclear power plants. There are 95 licensed nuclear power plants in the United States which generate approximately 20 percent of the nation's electricity. Minnesota currently has three nuclear reactors at two nuclear sites. Monticello and Prairie Island (2 reactors), which generate approximately 20 percent of the state's electrical power. The Monticello plant has a federal license to operate until 2050 and a state license to operate until 2040. Prairie Island reactors have licenses to operate until 2033 and 2034. Xcel Energy intends to submit a license renewal application for Prairie Island in 2026. In 2025, the Association of Minnesota Counties had a legislative position in support of repealing the moratorium (attached) and several bills were introduced in the state legislature to repeal or modify the moratorium including HF 2002 (Igo) and SF 350 (Farnsworth). None of the Bills passed. Sherburne County is seeking support from all counties to repeal the nuclear power moratorium. Alternatives, Options, Effects on Others/Comments: **Recommended Action/Motion:** Consider the Attached Resolution supporting repeal of the moratorium. Financial Impact: ✓ No Is there a cost associated with this request? Yes What is the total cost, with tax and shipping? \$ Is this budgeted? Yes No Please Explain:

Aitkin County Minnesota Board of Commissioners

Resolution #20251125-xxx Supporting the Repeal of Minnesota's Moratorium on Nuclear Power Generation contained in Minnesota Statues §216B.243 Subd. 3b

WHEREAS, Minnesota statute 216B.1691 Subd. 2(g) requires 100 percent carbon free electricity production by 2040;

WHEREAS, Electrical power in Minnesota is currently 33 percent renewable and 53 percent carbon free, with approximately 20 percent generated by nuclear power;

WHEREAS, lifting this 30-year-old moratorium a step in securing the affordable, clean, and reliable energy Minnesotans needs.

NOW, THEREFORE, BE IT RESOLVED, that the Aitkin County Board of Commissioners supports the repeal of the Moratorium on Nuclear Power Generation contained in Minnesota Statues §216B.243 Subd. 3b; and

BE IT FURTHER RESOLVED, that Aitkin County encourages the State of Minnesota to engage with all stakeholders, including Minnesota's American Indian Communities to identify and review concerns regarding siting and operation of nuclear power facilities and the safe handling, transportation, and storage of waste materials.

Adopted this 25th Day of November, 2025 By The Aitkin County Board of Commissioners.

	Attest:
By: J. Mark Wedel	By: David J. Minke, County Administrator
Its County Board Chair	Its Clerk to the County Board



Board of County Commissioners Agenda Request



Requested Meeting Date: November 25, 2025

Title of Item: State Grant Agreement for HHS Building Bond Funds

T DECLILAR ACENDA	Action Requested:	Direction Requested
REGULAR AGENDA	Approve/Deny Motion	Discussion Item
CONSENT AGENDA	Adopt Resolution (attach draft)	Information Only
	Hold Public Hearing *provide co	opy of hearing notice that was published
Submitted by:		Department:
David Minke		Administration
Presenter (Name and Title): David Minke		Estimated Time Needed: 5 Minutes
Summary of Issue:		
	ion in state bond funds (see attached ses nce with the law and IRS requirements fo	esion law). The use of state bond funds is or tax exempt bonds.
Attached is the agreement with the by the county attorney.	state of Minnesota to accept the bond fu	ınds. The agreement has been reviewed
	to draw down bond funds to pay for the project. The balance of the project is be	HHS Remodel project. The bond funds ing funded through county reserve funds.
Accepting the bond funds commits the county to using the building for a public purpose for its useful life which is calculated as 30 years unless released by the Commissioner of the Minnesota Office of Budget and Management.		
Alternatives, Options, Effects	e on Others/Comments:	
	ve been issued and work started. Reject	ting the \$2 million grant would create
significant fiscal problems for the c	ounty.	
Recommended Action/Motion		state of Missis and four the Aithline Country
	igation Bond Grant Agreement with the S ng and authorize Board Chair and County	
Financial Impact:		
Is there a cost associated with		No
What is the total cost, with tax a list his budgeted?	· — i	lain:
To and addition.		

General Obligation Bond Proceeds

Grant Agreement - Construction Grant for the Aitkin County Health and Human Services Building Project

SPAP-23-0005-P-FY26

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General Obligation Bond Proceeds

Grant Agreement - Construction Grant for the Aitkin County Health and Human Services Building Renovation Project

THIS AGREEMENT shall be effective as of June 3rd, 2023, and is between Aitkin County, (the "Public Entity"), and the Minnesota Department of Employment and Economic Development (the "State Entity").

RECITALS

- A. Under the provisions contained in Minnesota Statute §373.01, the Public Entity has been given the authority to construct the renovation and expansion of the Aitkin County Health and Human Service building; and
- B. Under the provisions contained in MN Session Law 2023 Chapter 72, Article 2, Section 9, Subdivision 2, (the "G.O. Bonding Legislation") the State of Minnesota has allocated \$2,000,000 (the "G.O. Grant"), which is to be given to the Public Entity as a grant to assist it in the construction of the renovation and expansion of the Aitkin County Health and Human Services building, including the replacement of heating and cooling systems, renovating and repurposing existing spaces to provide secure interview spaces, American's with Disabilities accessible restrooms, meeting spaces and convertible work areas; renovation of the lobby; and providing increased security measures, including badge access, panic buttons and clear escape routes as authorized by such legislation; and
- C. Under the provisions contained in Minnesota Statute §375.18, the Public Entity has been given the authority to construct the renovation and expansion of the Aitkin County Health and Human Service building; (the "Governmental Program") and
- D. The monies allocated to fund the grant to the Public Entity are proceeds of state general obligation bonds authorized to be issued under Article XI, § 5(a) of the Minnesota Constitution; and
- E. The Public Entity's receipt and use of the G.O. Grant to acquire an ownership interest in and/or improve real property (the "Real Property") and, if applicable, structures situated thereon (the "Facility") will cause the Public Entity's ownership interest in all of such real property and structures to become "state bond financed property", as such term is used in Minn. Stat. § 16A.695 (the "G.O. Compliance Legislation") and in that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended (the "Commissioner's Order"), even though such funds may only be a portion of the funds being used to acquire such ownership interest and/or improve such real property and structures and that

such funds may be used to only acquire such ownership interest and/or improve a part of such real property and structures.

F. The Public Entity and the State Entity desire to set forth herein the provisions relating to the granting of such monies and the disbursement thereof to the Public Entity, and the operation of the Real Property and, if applicable, Facility.

IN CONSIDERATION of the grant described and other provisions in this Agreement, the parties to this Agreement agree as follows.

Article I DEFINITIONS

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

"Advance(s)" – means a disbursement of funds made or to be made by the State Entity to the Public Entity and disbursed in accordance with the provisions contained in Article VI hereof.

"Agreement" - means this General Obligation Bond Proceeds Grant Agreement - Construction Grant for the Aitkin County Health and Human Services Building Renovation Project, as such exists on its original date and any amendments, modifications or restatements thereof.

"Approved Debt" – means public or private debt of the Public Entity that is consented to and approved, in writing, by the Commissioner of MMB, the proceeds of which were or will used to acquire an ownership interest in or improve the Real Property and, if applicable, Facility, other than the debt on the G.O. Bonds. Approved Debt includes, but is not limited to, all debt delineated in **Attachment III** to this Agreement; provided, however, the Commissioner of MMB is not bound by any amounts delineated in such attachment unless he/she has consented, in writing, to such amounts.

"Architect", if any - means N/A, which will administer the Construction Contract Documents on behalf of the Public Entity.

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

"Commissioner of MMB" - means the commissioner of Minnesota Management and Budget, and any designated representatives thereof.

"Commissioner's Order" - means that certain "Fourth Order Amending Order of the Commissioner of Finance Relating to Use and Sale of State Bond Financed Property" executed by the Commissioner of Minnesota Management and Budget and dated July 30, 2012, as amended.

"Completion Date" – means 12/31/2028 the date of projected completion of the Project.

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

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

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

"Counterparty" - means any entity with which the Public Entity contracts under a Use Contract. This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property, and if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Declaration" - means a declaration, or declarations, in the form contained in **Attachment I** to this Agreement and all amendments thereto, indicating that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is bond financed property within the meaning of the G.O. Compliance Legislation and is subject to certain restrictions imposed thereby.

"Draw Requisition" - means a draw requisition that the Public Entity, or its designee, submits to the State Entity when an Advance is requested, as referred to in Section 6.02.

"Event of Default" - means one or more of those events delineated in Section 2.07.

"Facility", if applicable, - means the Aitkin County Health and Human Services Building, which is located, or will be constructed and located, on the Real Property and all equipment that is a part thereof that was purchased with the proceeds of the G.O. Grant.

"Fair Market Value" – means either (i) the price that would be paid by a willing and qualified buyer to a willing and qualified seller as determined by an appraisal that assumes

that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released, or (ii) the price bid by a purchaser under a public bid procedure after reasonable public notice, with the proviso that all liens and encumbrances on the property being sold that negatively affect the value of such property, will be paid and released at the time of acquisition by the purchaser.

- "G.O. Bonding Legislation" means the legislation delineated in Recital B hereinabove as the G.O. Bonding Legislation.
- "G.O. Bonds" means that portion of the state general obligation bonds issued under the authority granted in Article XI, § 5(a) of the Minnesota Constitution, the proceeds of which are used to fund the G.O. Grant and any bonds issued to refund or replace such bonds.
- "G.O. Compliance Legislation" means Minn. Stat. § 16A.695 as such may subsequently be amended, modified or replaced from time to time unless such amendment, modification or replacement imposes an unconstitutional impairment of a contract right.
- "G.O. Grant" means a grant of monies from the State Entity to the Public Entity in the amount identified as the "G.O. Grant" in Recital B to this Agreement, as the amount thereof may be modified under the provisions contained herein.

"Governmental Program" – means the operation of the Real Property and, if applicable, Facility for the purpose specified and identified in Recital C of this Agreement as the Governmental Program.

"Initial Acquisition and Betterment Costs" – means the cost to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility if the Public Entity does not already possess the required ownership interest, and the costs of betterments of the Real Property and, if applicable, Facility; provided, however, the Commissioner of MMB is not bound by any specific amount of such alleged costs unless he/she has consented, in writing, to such amount.

"Inspecting Engineer", if any - means the State Entity's construction inspector, or its designated consulting engineer.

"Leased/Easement Premises" - means the real estate and structures, if any, that are leased to the Public Entity under a Real Property/Facility Lease or granted to the Public Entity under an easement. This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Lessor/Grantor" — means the fee owner/lessor or grantor of the Leased/Easement Premises. This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both, is by way of a leasehold interest under a Real Property/Facility Lease or by way of an easement. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Outstanding Balance of the G.O. Grant" – means the portion of the G.O. Grant that has been disbursed to or on behalf of the Public Entity minus any portion thereof previously paid back to the Commissioner of MMB.

"Ownership Value", if any – means the value, if any, of the Public Entity's ownership interest in the Real Property and, if applicable, Facility that existed concurrent with the Public Entity's execution of this Agreement. Such value shall be established by way of an appraisal or by such other manner as may be acceptable to the State Entity and the Commissioner of MMB. The parties hereto agree and acknowledge that such value is Not Applicable; provided, however, the Commissioner of MMB is not bound by any inserted dollar amount unless he/she has consented, in writing, to such amount. If no dollar amount is inserted and the blank "Not Applicable" is not checked, a rebuttable presumption that the Ownership Value is \$0.00 shall be created. (The blank "Not Applicable" should only be selected and checked when a portion of the funds delineated in Attachment III attached hereto are to be used to acquire the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and in such event the value of such ownership interest should be shown in Attachment III and not in this definition for Ownership Value).

"Project" - means the Public Entity's acquisition, if applicable, of the ownership interests in the Real Property and, if applicable, Facility denoted in Section 2.02 along with the performance of activities denoted in Section 2.03. (If the Public Entity is not using any portion of the G.O. Grant to acquire the ownership interest denoted in Section 2.02, then this definition for Project shall not include the acquisition of such ownership interest, and the value of such ownership interest shall not be included in Attachment III hereto and instead shall be included in the definition for Ownership Value under this Section.)

"Public Entity" - means the entity identified as the "Public Entity" in the lead-in paragraph of this Agreement.

"Real Property" - means the real property located in the County of Aitkin, State of Minnesota, legally described in **Attachment II** to this Agreement.

"Real Property/Facility Lease" - means a long-term lease of the Real Property, the Facility, if applicable, or both by the Public Entity as lessee thereunder. This definition is only needed and only applies if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is a leasehold interest under a lease. For all other circumstances this definition is not needed and should be ignored and treated as if it were

left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"State Entity" - means the entity identified as the "State Entity" in the lead-in paragraph of this Agreement.

"Subsequent Betterment Costs" – means the costs of betterments of the Real Property and, if applicable, Facility that occur subsequent to the date of this Agreement, are not part of the Project, would qualify as a public improvement of a capital nature (as such term in used in Minn. Constitution Art. XI, §5(a) of the Minnesota Constitution), and the cost of which has been established by way of written documentation that is acceptable to and approved, in writing, by the State Entity and the Commissioner of MMB.

"Use Contract" - means a lease, management contract or other similar contract between the Public Entity and any other entity that involves or relates to any part of the Real Property and/or, if applicable, Facility. This definition is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate the Real Property and/or, if applicable, Facility. For all other circumstances this definition is not needed and should be ignored and treated as if it were left blank, and any reference to this term in this Agreement shall be ignored and treated as if the reference did not exist.

"Useful Life of the Real Property and, if applicable, Facility" – means the term set forth in Section 2.05.X, which was derived as follows: (i) 30 years for Real Property that has no structure situated thereon or if any structures situated thereon will be removed, and no new structures will be constructed thereon, (ii) the remaining useful life of the Facility as of the effective date of this Agreement for Facilities that are situated on the Real Property as of the date of this Agreement, that will remain on the Real Property, and that will not be bettered, or (iii) the useful life of the Facility after the completion of the construction or betterments for Facilities that are to be constructed or bettered.

Article II GRANT

Section 2.01 **Grant of Monies.** The State Entity shall make and issue the G.O. Grant to the Public Entity, and disburse the proceeds in accordance with the provisions of this Agreement. The G.O. Grant is not intended to be a loan even though the portion thereof that is disbursed may need to be returned to the State Entity or the Commissioner of MMB under certain circumstances.

Section 2.02 **Public Ownership.** The Public Entity acknowledges and agrees that the G.O. Grant is being funded with the proceeds of G.O. Bonds, and as a result thereof all of the Real Property and, if applicable, Facility must be owned by one or more public entities. Such ownership may be in the form of fee ownership, a Real Property/Facility Lease, or an easement. In order to establish that this public ownership requirement is satisfied, the Public Entity represents and warrants to the State Entity that it has, or will acquire, the following ownership interests in the Real Property and, if applicable, Facility, and, in addition, that it possess, or will possess, all

easements necessary for the operation, maintenance and management of the Real Property and, if applicable, Facility in the manner specified in Section 2.04:

(Check the appropriate box for the Real Property and, if applicable, for the Facility.)

Ow	nership Interest in the Real Property.
X	Fee simple ownership of the Real Property.
	A Real Property/Facility Lease for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:
	An easement for the Real Property that complies with the requirements contained in Section 2.06. (If the term of the easement is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:)
Ow	nership Interest in, if applicable, the Facility.
	Fee simple ownership of the Facility.
	A Real Property/Facility Lease for the Facility that complies with all of the requirements contained in Section 2.06. (If the term of the Real Property/Facility Lease is for a term authorized by a Minnesota statute, rule or session law, then insert the citation:
	Not applicable because there is no Facility.
	Use of Grant Proceeds. The Public Entity shall use the G.O. Grant solely or expenditures it has already made, or will make, in the performance of the and may not use the G.O. Grant for any other purpose.
	(Check all appropriate boxes.)
	Acquisition of fee simple title to the Real Property.
	Acquisition of a leasehold interest in the Real Property.
	Acquisition of an easement for the Real Property.

	Improvement of the Real Property.
	Acquisition of fee simple title to the Facility.
	Acquisition of a leasehold interest in the Facility.
X	Construction of the Facility.
X	Renovation of the Facility.
П	

Section 2.04 **Operation of the Real Property and Facility.** The Real Property and, if applicable, Facility must be used by the Public Entity or the Public Entity must cause such Real Property and, if applicable, Facility to be used for the operation of the Governmental Program or for such other use as the Minnesota legislature may from time to time designate, and for no other purposes or uses.

The Public Entity may enter into Use Contracts with Counterparties for the operation of all or any portion of the Real Property and, if applicable, Facility; provided that all such Use Contracts must have been approved, in writing, by the Commissioner of MMB and fully comply with all of the provisions contained in Sections 3.01, 3.02 and 3.03.

The Public Entity must, whether it is operating the Real Property and, if applicable, Facility or has contracted with a Counterparty under a Use Contract to operate all or any portion of the Real Property and, if applicable, Facility, annually determine that the Real Property and, if applicable, Facility is being used for the purpose required by this Agreement, and shall annually supply a statement, sworn to before a notary public, to such effect to the State Entity and the Commissioner of MMB.

For those programs, if any, that the Public Entity will directly operate on all or any portion of the Real Property and, if applicable, Facility, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it has the ability and a plan to fund such programs, (ii) it has demonstrated such ability by way of a plan that it submitted to the State Entity, and (iii) it will annually adopt, by resolution, a budget for the operation of such programs that clearly shows that forecast program revenues along with other funds available for the operation of such program will be equal to or greater than forecast program expenses for each fiscal year, and will supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

For those programs, if any, that will be operated on all or any portion of the Real Property and, if applicable, Facility by a Counterparty under a Use Contract, the Public Entity covenants with and represents and warrants to the State Entity that: (i) it will not enter into such Use Contract

unless the Counterparty has demonstrated that it has the ability and a plan to fund such program, (ii) it will require the Counterparty to provide an initial program budget and annual program budgets that clearly show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iii) it will promptly review all submitted program budgets to determine if such budget clearly and accurately shows that the forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses for each fiscal year, (iv) it will reject any program budget that it believes does not accurately reflect forecast program revenues or expenses or does not show that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, and require the Counterparty to prepare and submit a revised program budget, and (v) upon receipt of a program budget that it believes accurately reflects forecast program revenues and expenses and that shows that forecast program revenues along with other funds available for the operation of such program (from all sources) will be equal to or greater than forecast program expenses, it will approve such budget by resolution and supply to the State Entity and the Commissioner of MMB certified copies of such resolution and budget.

- Section 2.05 **Public Entity Representations and Warranties.** The Public Entity further covenants with, and represents and warrants to the State Entity as follows:
 - A. It has legal authority to enter into, execute, and deliver this Agreement, the Declaration, and all documents referred to herein, and it has taken all actions necessary to its execution and delivery of such documents.
 - B. It has legal authority to use the G.O. Grant for the purpose or purposes described in Recital B of this Agreement.
 - C. It has legal authority to operate the Governmental Program.
 - D. This Agreement, the Declaration, and all other documents referred to herein are the legal, valid and binding obligations of the Public Entity enforceable against the Public Entity in accordance with their respective terms.
 - E. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties in this Agreement, the Declaration, and all other documents referred to herein.
 - F. It will comply with all of the provisions and requirements contained in and imposed by the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation.
 - G. It has made no material false statement or misstatement of fact in connection with its receipt of the G.O. Grant, and all of the information it has submitted or will submit to the

State Entity or Commissioner of MMB relating to the G.O. Grant or the disbursement of any of the G.O. Grant is and will be true and correct.

- H. It is not in violation of any provisions of its charter or of the laws of the State of Minnesota, and there are no actions, suits, or proceedings pending, or to its knowledge threatened, before any judicial body or governmental authority against or affecting it relating to the Real Property and, if applicable, Facility, or its ownership interest therein, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority which would impair its ability to enter into this Agreement, the Declaration, or any document referred to herein, or to perform any of the acts required of it in such documents.
- I. Neither the execution and delivery of this Agreement, the Declaration, or any document referred to herein nor compliance with any of the terms, conditions, requirements, or provisions contained in any of such documents is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.
- J. The contemplated use of the Real Property and, if applicable, Facility will not violate any applicable zoning or use statute, ordinance, building code, rule or regulation, or any covenant or agreement of record relating thereto.
- K. The Project will be completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Project.
- L. All applicable licenses, permits and bonds required for the performance and completion of the Project have been, or will be, obtained.
- M. All applicable licenses, permits and bonds required for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been, or will be, obtained.
- N. It will operate, maintain, and manage the Real Property and, if applicable, Facility or cause the Real Property and, if applicable, Facility, to be operated, maintained and managed in compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Real Property and, if applicable, Facility.
 - O. It will fully enforce the terms and conditions contained in any Use Contract.
- P. It has complied with the matching funds requirement, if any, contained in Section 7.23.

- It will not, without the prior written consent of the State Entity and the Commissioner of MMB, allow any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested to be created or exist against the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the Real Property and, if applicable, Facility in the manner specified in Section 2.04, and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
- R. It reasonably expects to possess the ownership interest in the Real Property and, if applicable, Facility described Section 2.02 for the entire Useful Life of the Real Property and, if applicable, Facility, and it does not expect to sell such ownership interest.
- S. It does not reasonably expect to receive payments under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract or to pay the principal, interest, redemption premiums, and other expenses on any Approved Debt.
- T. It will supply, or cause to be supplied, whatever funds are needed above and beyond the amount of the G.O. Grant to complete and fully pay for the Project.
- U. The Construction Items will be completed substantially in accordance with the Construction Contract Documents by the Completion Date, and all such items along with, if applicable, the Facility will be situated entirely on the Real Property.
- V. It will require the Contractor or Contractors to comply with all rules, regulations, ordinances, and laws bearing on its performance under the Construction Contract Documents.
- W. It has or will promptly record a fully executed Declaration with the appropriate governmental office and deliver a copy thereof to the State Entity and to Minnesota Management and Budget (attention: Capital Projects Manager) that contains all of the recording information.
 - X. The Useful Life of the Real Property and, if applicable, Facility is 30 years.

- Y. It shall furnish such satisfactory evidence regarding the representations and warranties described herein as may be required and requested by either the State Entity or the Commissioner of MMB.
- Section 2.06 **Ownership by Leasehold or Easement**. This Section shall only apply if the Public Entity's ownership interest in the Real Property, the Facility, if applicable, or both is by way of a Real Property/Facility Lease or an easement. For all other circumstances this Section is not needed and should be ignored and treated as if it were left blank, and any reference to this Section in this Agreement shall be ignored and treated as if the reference did not exist.
 - A. A Real Property/Facility Lease or easement must comply with the following provisions.
 - 1. It must be in form and contents acceptable to the Commissioner of MMB, and specifically state that it may not be modified, restated, amended, changed in any way, or prematurely terminated or cancelled without the prior written consent and authorization by the Commissioner of MMB.
 - 2. It must be for a term that is equal to or greater than 125% of the Useful Life of the Real Property and, if applicable, Facility, or such other period of time specifically authorized by a Minnesota statute, rule or session law.
 - 3. Any payments to be made under it by the Public Entity, whether designated as rent or in any other manner, must be by way of a single lump sum payment that is due and payable on the date that it is first made and entered into.
 - 4. It must not contain any requirements or obligations of the Public Entity that if not complied with could result in a termination thereof.
 - 5. It must contain a provision that provides sufficient authority to allow the Public Entity to operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
 - 6. It must not contain any provisions that would limit or impair the Public Entity's operation of the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
 - 7. It must contain a provision that prohibits the Lessor/Grantor from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Leased/Easement Premises or the Lessor's/Grantor's interest in the Real Property/Facility Lease or easement, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent to any such lien or encumbrance if the holder of

such lien or encumbrance executes and files of record a document under which such holder subordinates such lien or encumbrance to the Real Property/Facility Lease or easement and agrees that upon foreclosure of such lien or encumbrance to be bound by and comply with all of the terms, conditions and covenants contained in the Real Property/Facility Lease or easement as if such holder had been an original Lessor/Grantor under the Real Property/Facility Lease or easement.

- 8. It must acknowledge the existence of this Agreement and contain a provision that the terms, conditions and provisions contained in this Agreement shall control over any inconsistent or contrary terms, conditions and provisions contained in the Real Property/Facility Lease or easement.
- 9. It must provide that any use restrictions contained therein only apply as long as the Public Entity is the lessee under the Real Property/Facility Lease or grantee under the easement, and that such use restrictions will terminate and not apply to any successor lessee or grantee who purchases the Public Entity's ownership interest in the Real Property/Facility Lease or easement. Provided, however, it may contain a provisions that limits the construction of any new structures on the Real Property or modifications of any existing structures on the Real Property without the written consent of Lessor/Grantor, which will apply to any such successor lessee or grantee.
- 10. It must allow for a transfer thereof in the event that the lessee under the Real Property/Lease or grantee under the easement makes the necessary determination to sell its interest therein, and allow such interest to be transferred to the purchaser of such interest.
- 11. It must contain a provision that prohibits and prevents the sale of the underlying fee interest in the Real Property and, if applicable, Facility without first obtaining the written consent of the Commissioner of MMB.
- 12. The Public Entity must be the lessee under the Real Property/Lease or grantee under the easement.
- B. The provisions contained in this Section are not intended to and shall not prevent the Public Entity from including additional provisions in the Real Property/Facility Lease or easement that are not inconsistent with or contrary to the requirements contained in this Section.
- C. The expiration of the term of a Real Property/Facility Lease or easement shall not be an event that requires the Public Entity to reimburse the State Entity for any portion of the G.O. Grant, and upon such expiration the Public Entity's ownership interest in the Real Property and, if applicable, Facility shall no longer be subject to this Agreement.
- D. The Public Entity shall fully and completely comply with all of the terms, conditions and provisions contained in a Real Property/Facility Lease or easement, and shall

obtain and file, in the Office of the County Recorder or the Registrar of Titles, whichever is applicable, the Real Property/Facility Lease or easement or a short form or memorandum thereof.

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

- A. If any representation, covenant, or warranty made by the Public Entity in this Agreement, in any Draw Requisition, in any other document furnished pursuant to this Agreement, or in order to induce the State Entity to disburse any of the G.O. Grant, shall prove to have been untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Public Entity fails to fully comply with any provision, term, condition, covenant, or warranty contained in this Agreement, the Declaration, or any other document referred to herein.
- C. If the Public Entity fails to fully comply with any provision, term, condition, covenant or warranty contained in the G.O. Compliance Legislation, the Commissioner's Order, or the G.O. Bonding Legislation.
- D. If the Public Entity fails to complete the Project, or cause the Project to be completed, by the Completion Date.
- E. If the Public Entity fails to provide and expend the full amount of the matching funds, if any, required under Section 7.23 for the Project.
- F. If the Public Entity fails to record the Declaration and deliver copies thereof as set forth in Section 2.05.W.

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

- Section 2.08 **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter until such Event of Default is cured to the satisfaction of the State Entity, the State Entity or the Commissioner of MMB may enforce any or all of the following remedies.
 - A. The State Entity may refrain from disbursing the G.O. Grant; provided, however, the State Entity may make such disbursements after the occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.
 - B. If the Event of Default involves a failure to comply with any of the provisions contained herein other than the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Outstanding Balance of the G.O. Grant be returned to it, and upon such demand the Public Entity shall return such amount to the Commissioner of MMB.
 - C. If the Event of Default involves a failure to comply with the provisions of Sections 4.01 or 4.02, then the Commissioner of MMB, as a third party beneficiary of this Agreement, may demand that the Public Entity pay the amounts that would have been paid if there had been full and complete compliance with such provisions, and upon such demand the Public Entity shall pay such amount to the Commissioner of MMB.
 - D. Either the State Entity or the Commissioner of MMB, as a third party beneficiary of this Agreement, may enforce any additional remedies they may have in law or equity.

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

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

- Section 2.09 **Notification of Event of Default.** The Public Entity shall furnish to the State Entity and the Commissioner of MMB, as soon as possible and in any event within 7 days after it has obtained knowledge of the occurrence of each Event of Default or each event which with the giving of notice or lapse of time or both would constitute an Event of Default, a statement setting forth details of each Event of Default or event which with the giving of notice or upon the lapse of time or both would constitute an Event of Default and the action which the Public Entity proposes to take with respect thereto.
- Section 2.10 **Survival of Event of Default.** This Agreement shall survive any and all Events of Default and remain in full force and effect even upon the payment of any amounts due

under this Agreement, and shall only terminate in accordance with the provisions contained in Section 2.12 and at the end of its term in accordance with the provisions contained in Section 2.11.

Section 2.11 **Term of Grant Agreement.** This Agreement shall, unless earlier terminated in accordance with any of the provisions contained herein, remain in full force and effect for the time period starting on the effective date hereof and ending on the date that corresponds to the date established by adding a time period equal to 125% of Useful Life of the Real Property and, if applicable, Facility to the date on which the Real Property and, if applicable, Facility is first used for the operation of the Governmental Program after such effective date. If there are no uncured Events of Default as of such date this Agreement shall terminate and no longer be of any force or effect, and the Commissioner of MMB shall execute whatever documents are needed to release the Real Property and, if applicable, Facility from the effect of this Agreement and the Declaration.

Section 2.12 **Modification and/or Early Termination of Grant.** If the Project is not started on or before the date that is 5 years from the effective date of this Agreement or all of the G.O. Grant has not been disbursed as of the date that is 4 years from the date on which the Project is started, or such later dates to which the Public Entity and the State Entity may agree in writing, then the State Entity's obligation to fund the G.O. Grant shall terminate. In such event, (i) if none of the G.O. Grant has been disbursed by such dates then the State Entity's obligation to fund any portion of the G.O. Grant shall terminate and this Agreement shall terminate and no longer be of any force or effect, and (ii) if some but not all of the G.O. Grant has been disbursed by such dates then the State Entity shall have no further obligation to provide any additional funding for the G.O. Grant and this Agreement shall remain in full force and effect but shall be modified and amended to reflect the amount of the G.O. Grant that was actually disbursed as of such date. This provision shall not, in any way, affect the Public Entity's obligation to complete the Project by the Completion Date.

This Agreement shall also terminate and no longer be of any force or effect upon the Public Entity's sale of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01 and transmittal of all or a portion of the proceeds of such sale to the Commissioner of MMB in compliance with the provisions contained in Section 4.02, or upon the termination of Public Entity's ownership interest in the Real Property and, if applicable, Facility if such ownership interest is by way of an easement or under a Real Property/Facility Lease. Upon such termination the State Entity shall execute, or have executed, and deliver to the Public Entity such documents as are required to release the Public Entity's ownership interest in the Real Property and, if applicable, Facility, from the effect of this Agreement and the Declaration.

Section 2.13 **Excess Funds.** If the full amount of the G.O. Grant and any matching funds referred to in Section 7.23 are not needed to complete the Project, then, unless language in the G.O. Bonding Legislation indicates otherwise, the G.O. Grant shall be reduced by the amount not needed.

Article III USE CONTRACTS

This Article III and its contents is only needed and only applies if the Public Entity enters into an agreement with another party under which such other party will operate any portion of the Real Property, and if applicable, Facility. For all other circumstances this Article III and its contents are not needed and should be ignored and treated as if it were left blank, and any reference to this Article III, its contents, and the term Use Contract in this Agreement shall be ignored and treated as if the references did not exist.

- Section 3.01 **General Provisions.** If the Public Entity has statutory authority to enter into a Use Contract, then it may enter into Use Contracts for various portions of the Real Property and, if applicable, Facility; provided that each and every Use Contract that the Public Entity enters into must comply with the following requirements:
 - A. The purpose for which it was entered into must be to operate the Governmental Program in the Real Property and, if applicable, Facility.
 - B. It must contain a provision setting forth the statutory authority under which the Public Entity is entering into such contract, and must comply with the substantive and procedural provisions of such statute.
 - C. It must contain a provision stating that it is being entered into in order for the Counterparty to operate the Governmental Program and must describe such program.
 - D. It must contain a provision that will provide for oversight by the Public Entity. Such oversight may be accomplished by way of a provision that will require the Counterparty to provide to the Public Entity: (i) an initial program evaluation report for the first fiscal year that the Counterparty will operate the Governmental Program, (ii) program budgets for each succeeding fiscal year showing that forecast program revenues and additional revenues available for the operation of the Governmental Program (from all sources) by the Counterparty will equal or exceed expenses for such operation for each succeeding fiscal year, and (iii) a mechanism under which the Public Entity will annually determine that the Counterparty is using the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract to operate the Governmental Program.
 - E. It must allow for termination by the Public Entity in the event of a default thereunder by the Counterparty, or in the event that the Governmental Program is terminated or changed in a manner that precludes the operation of such program in the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract.
 - F. It must terminate upon the termination of the statutory authority under which the Public Entity is operating the Governmental Program.

- G. It must require the Counterparty to pay all costs of operation and maintenance of that portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, unless the Public Entity is authorized by law to pay such costs and agrees to pay such costs.
- H. If the Public Entity pays monies to a Counterparty under a Use Contract, such Use Contract must meet the requirements of Rev. Proc. 97-13, 1997-1 CB 632, so that such Use Contract does not result in "private business use" under Section 141(b) of the Code.
- I. It must be approved, in writing, by the Commissioner of MMB, and any Use Contract that is not approved, in writing, by the Commissioner of MMB shall be null and void and of no force or effect.
- J. It must contain a provision requiring that each and every party thereto shall, upon direction by the Commissioner of MMB, take such actions and furnish such documents to the Commissioner of MMB as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal income taxation.
- It must contain a provision that prohibits the Counterparty from creating or allowing, without the prior written consent of the State Entity and the Commissioner of MMB, any voluntary lien or encumbrance or involuntary lien or encumbrance that can be satisfied by the payment of monies and which is not being actively contested against the Real Property or, if applicable, Facility, the Public Entity's ownership interest in the Real Property or, if applicable, Facility, or the Counterparty's interest in the Use Contract, whether such lien or encumbrance is superior or subordinate to the Declaration. Provided, however, the State Entity and the Commissioner of MMB will consent, in writing, to any such lien or encumbrance that secures the repayment of a loan the repayment of which will not impair or burden the funds needed to operate the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract in the manner specified in Section 2.04 and for which the entire amount is used (i) to acquire additional real estate that is needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04 and will be included in and as part of the Public Entity's ownership interest in the Real Property and, if applicable, Facility, and/or (ii) to pay for capital improvements that are needed to so operate the Real Property and, if applicable, Facility in accordance with the requirements imposed under Section 2.04.
- L. If the amount of the G.O. Grant exceeds \$200,000.00, then it must contain a provision requiring the Counterparty to list any vacant or new positions it may have with state workforce centers as required by Minn. Stat. § 116L.66, as it may be amended, modified or replaced from time to time, for the term of the Use Contract.
- M. It must contain a provision that clearly states that the Public Entity is not required to renew the Use Contract beyond the original term thereof and that the Public Entity may, at its sole option and discretion, allow the Use Contract to expire at the end of its original term and thereafter directly operate the governmental program in the Real Property and, if

applicable, Facility or contract with some other entity to operate the governmental program in the Real Property and, if applicable, Facility.

Section 3.02 **Initial Term and Renewal.** The initial term for a Use Contract may not exceed the lesser of (i) 50% of the Useful Life of the Real Property and, if applicable, Facility for the portion of the Real Property and, if applicable, Facility that is the subject of the Use Contract, or (ii) the shortest term of the Public Entity's ownership interest in the Real Property and, if applicable, Facility.

A Use Contract may allow for renewals beyond its initial term on the conditions that (a) the term of any renewal may not exceed the initial term, (b) the Public Entity must make a determination that renewal will continue to carry out the Governmental Program and that the Counterparty is suited and able to perform the functions contained in Use Contract that is to be renewed, (c) the Use Contract may not include any provisions that would require, either directly or indirectly, the Public Entity to either make the determination referred to in this Section or to renew the Use Contract with the Counterparty after the expiration of the initial term or any renewal term, and (d) no such renewal may occur prior to the date that is 6 months prior to the date on which the Use Contract is scheduled to terminate. Provided, however, notwithstanding anything to the contrary contained herein the Public Entity's voluntary agreement to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty is not deemed to be a provision that directly or indirectly requires the Public Entity to renew such Use Contract.

Section 3.03 **Reimbursement of Counterparty.** A Use Contract may but need not contain, at the sole option and discretion of the Public Entity, a provision that requires the Public Entity to reimburse the Counterparty for any investment that the Counterparty provided for the acquisition or betterment of the Real Property and, if applicable, Facility that is the subject of the Use Contract if the Public Entity does not renew a Use Contract if requested by the Counterparty. If agreed to by the Public Entity, such reimbursement shall be on terms and conditions agreed to by the Public Entity and the Counterparty.

Section 3.04 **Receipt of Monies Under a Use Contract.** The Public Entity does not anticipate the receipt of any funds under a Use Contract, provided, however, if the Public Entity does receive any monies under a Use Contract in excess of the amount the Public Entity needs and is authorized to use to pay the operating expenses of the portion of the Real Property and, if applicable, Facility that is the subject of a Use Contract, and to pay the principal, interest, redemption premiums, and other expenses on Approved Debt, then a portion of such excess monies must be paid by the Public Entity to the Commissioner of MMB. The portion of such excess monies that the Public Entity must and shall pay to the Commissioner of MMB shall be determined by the Commissioner of MMB, and absent circumstances which would indicate otherwise such portion shall be determined by multiplying such excess monies by a fraction the numerator of which is the G.O. Grant and the denominator of which is sum of the G.O. Grant and the Approved Debt.

Article IV SALE

Section 4.01 **Sale.** The Public Entity shall not sell any part of its ownership interest in the Real Property and, if applicable, Facility unless all of the following provisions have been complied with fully.

- A. The Public Entity determines, by official action, that such ownership interest is no longer usable or needed for the operation of the Governmental Program, which such determination may be based on a determination that the portion of the Real Property or, if applicable, Facility to which such ownership interest applies is no longer suitable or financially feasible for such purpose.
 - B. The sale is made as authorized by law.
 - C. The sale is for Fair Market Value.
 - D. The written consent of the Commissioner of MMB has been obtained.

The acquisition of the Public Entity's ownership interest in the Real Property and, if applicable, Facility at a foreclosure sale, by acceptance of a deed-in-lieu of foreclosure, or enforcement of a security interest in personal property used in the operation thereof, by a lender that has provided monies for the acquisition of the Public Entity's ownership interest in or betterment of the Real Property and, if applicable, Facility shall not be considered a sale for the purposes of this Agreement if after such acquisition the lender operates such portion of the Real Property and, if applicable, Facility in a manner which is not inconsistent with the requirements imposed under Section 2.04 and the lender uses its best efforts to sell such acquired interest to a third party for Fair Market Value. The lender's ultimate sale or disposition of the acquired interest in the Real Property and, if applicable, Facility shall be deemed to be a sale for the purposes of this Agreement, and the proceeds thereof shall be disbursed in accordance with the provisions contained in Section 4.02.

The Public Entity may participate in any public auction of its ownership interest in the Real Property and, if applicable, Facility and bid thereon; provided that the Public Entity agrees that if it is the successful purchaser it will not use any part of the Real Property or, if applicable, Facility for the Governmental Program.

Section 4.02 **Proceeds of a Sale.** Upon the sale of the Public Entity's ownership interest in the Real Property and, if applicable, Facility the proceeds thereof after the deduction of all costs directly associated and incurred in conjunction with such sale and such other costs that are approved, in writing, by the Commissioner of MMB, but not including the repayment of any debt associated with the Public Entity's ownership interest in the Real Property and, if applicable, Facility, shall be disbursed in the following manner and order.

- A. The first distribution shall be to the Commissioner of MMB in an amount equal to the Outstanding Balance of the G.O. Grant, and if the amount of such net proceeds shall be less than the amount of the Outstanding Balance of the G.O. Grant then all of such net proceeds shall be distributed to the Commissioner of MMB.
- B. The remaining portion, after the distribution specified in Section 4.02A, shall be distributed to (i) pay in full any outstanding Approved Debt, (ii) reimburse the Public Entity for its Ownership Value, and (iii) to pay interested public and private entities, other than any such entity that has already received the full amount of its contribution (such as the State Entity under Section 4.02.A and the holders of Approved Debt paid under this Section 4.02.B), the amount of money that such entity contributed to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs. If such remaining portion is not sufficient to reimburse interested public and private entities for the full amount that such entities contributed to the acquisition or betterment of the Real Property and, if applicable, Facility, then the amount available shall be distributed as such entities may agree in writing and if such entities cannot agree by an appropriately issued court order.
- C. The remaining portion, after the distributions specified in Sections 4.02.A and B, shall be divided and distributed to the State Entity, the Public Entity, and any other public and private entity that contributed funds to the Initial Acquisition and Betterment Costs and the Subsequent Betterment Costs, other than lenders who supplied any of such funds, in proportion to the contributions that the State Entity, the Public Entity, and such other public and private entities made to the acquisition and betterment of the Real Property and, if applicable, Facility as such amounts are part of the Ownership Value, Initial Acquisition and Betterment Costs, and Subsequent Betterment Costs.

The distribution to the State Entity shall be made to the Commissioner of MMB, and the Public Entity may direct its distribution to be made to any other entity including, but not limited to, a Counterparty.

All amounts to be disbursed under this Section 4.02 must be consented to, in writing, by the Commissioner of MMB, and no such disbursements shall be made without such consent.

The Public Entity shall not be required to pay or reimburse the State Entity or the Commissioner of MMB for any funds above and beyond the full net proceeds of such sale, even if such net proceeds are less than the amount of the Outstanding Balance of the G.O. Grant.

Article V COMPLIANCE WITH G.O. COMPLIANCE LEGISLATION AND THE COMMISSIONER'S ORDER

Section 5.01 **State Bond Financed Property**. The Public Entity and the State Entity acknowledge and agree that the Public Entity's ownership interest in the Real Property and, if applicable, Facility is, or when acquired by the Public Entity will be, "state bond financed property", as such term is used in the G.O. Compliance Legislation and the Commissioner's Order, and, therefore, the provisions contained in such statute and order apply, or will apply, to the Public Entity's ownership interest in the Real Property and, if applicable, Facility and any Use Contracts relating thereto.

- Section 5.02 **Preservation of Tax Exempt Status.** In order to preserve the tax-exempt status of the G.O. Bonds, the Public Entity agrees as follows:
 - A. It will not use the Real Property or, if applicable, Facility, or use or invest the G.O. Grant or any other sums treated as "bond proceeds" under Section 148 of the Code including "investment proceeds," "invested sinking funds," and "replacement proceeds," in such a manner as to cause the G.O. Bonds to be classified as "arbitrage bonds" under Section 148 of the Code.
 - B. It will deposit into and hold all of the G.O. Grant that it receives under this Agreement in a segregated non-interest bearing account until such funds are used for payments for the Project in accordance with the provisions contained herein.
 - C. It will, upon written request, provide the Commissioner of MMB all information required to satisfy the informational requirements set forth in the Code including, but not limited to, Sections 103 and 148 thereof, with respect to the G.O. Bonds.
 - D. It will, upon the occurrence of any act or omission by the Public Entity or any Counterparty that could cause the interest on the G.O. Bonds to no longer be tax exempt and upon direction from the Commissioner of MMB, take such actions and furnish such documents as the Commissioner of MMB determines to be necessary to ensure that the interest to be paid on the G.O. Bonds is exempt from federal taxation, which such action may include either: (i) compliance with proceedings intended to classify the G.O. Bonds as a "qualified bond" within the meaning of Section 141(e) of the Code, (ii) changing the nature or terms of the Use Contract so that it complies with Revenue Procedure 97-13, as amended by Rev. Proc 2016-44 and Rev. Proc. 2017-13, or (iii) changing the nature of the use of the Real Property or, if applicable, Facility so that none of the net proceeds of the G.O. Bonds will be used, directly or indirectly, in an "unrelated trade or business" or for any "private business use" (within the meaning of Sections 141(b) and 145(a) of the Code), or (iv) compliance with other Code provisions, regulations, or revenue procedures which amend or supersede the foregoing.

E. It will not otherwise use any of the G.O. Grant, including earnings thereon, if any, or take or permit to or cause to be taken any action that would adversely affect the exemption from federal income taxation of the interest on the G.O. Bonds, nor omit to take any action necessary to maintain such tax exempt status, and if it should take, permit, omit to take, or cause to be taken, as appropriate, any such action, it shall take all lawful actions necessary to rescind or correct such actions or omissions promptly upon having knowledge thereof.

Section 5.03 Changes to G.O. Compliance Legislation or the Commissioner's Order. In the event that the G.O. Compliance Legislation or the Commissioner's Order is amended in a manner that reduces any requirement imposed against the Public Entity, or if the Public Entity's ownership interest in the Real Property or, if applicable, Facility is exempt from the G.O. Compliance Legislation and the Commissioner's Order, then upon written request by the Public Entity the State Entity shall enter into and execute an amendment to this Agreement to implement herein such amendment to or exempt the Public Entity's ownership interest in the Real Property and, if applicable, Facility from the G.O. Compliance Legislation or the Commissioner's Order.

Article VI DISBURSEMENT OF GRANT PROCEEDS

Section 6.01 **The Advances.** The State Entity agrees, on the terms and subject to the conditions set forth herein, to make Advances from the G.O. Grant to the Public Entity from time to time in an aggregate total amount not to exceed the amount of the G.O. Grant. If the amount of G.O. Grant that the State Entity cumulatively disburses hereunder to the Public Entity is less than the amount of the G.O. Grant delineated in Section 1.01, then the State Entity and the Public Entity shall enter into and execute whatever documents the State Entity may request in order to amend or modify this Agreement to reduce the amount of the G.O. Grant to the amount actually disbursed. Provided, however, in accordance with the provisions contained in Section 2.11, the State Entity's obligation to make Advances shall terminate as of the dates specified in such Section even if the entire G.O. Grant has not been disbursed by such dates.

Advances shall only be for expenses that (i) are for those items of a capital nature for the Project, (ii) accrued no earlier than the effective date of the G.O. Bonding Legislation, or (iii) have otherwise been consented to, in writing, by the State Entity and the Commissioner of MMB.

It is the intent of the parties hereto that the rate of disbursement of the Advances shall not exceed the rate of completion of the Project or the rate of disbursement of the matching funds required, if any, under Section 7.23. Therefore, the cumulative amount of all Advances disbursed by the State Entity at any point in time shall not exceed the portion of the Project that has been completed and the percentage of the matching funds required, if any, under Section 7.23 that have been disbursed as of such point in time. This requirement is expressed by way of the following two formulas:

Formula #1

Cumulative Advances \leq (G.O. Grant) \times (percentage of matching funds, if any, required under Section 7.23 that have been disbursed)

Formula #2

Cumulative Advances \leq (G.O. Grant) \times (percentage of Project completed)

Section 6.02 **Draw Requisitions.** Whenever the Public Entity desires a disbursement of a portion of the G.O. Grant, which shall be no more often than once each calendar month, the Public Entity shall submit to the State Entity a Draw Requisition duly executed on behalf of the Public Entity or its designee. Each Draw Requisition shall be submitted on or between the 1st day and the 15th day of the month in which an Advance is requested, and shall be submitted at least 7 calendar days before the date the Advance is desired. Each Draw Requisition with respect to construction items shall be limited to amounts equal to: (i) the total value of the classes of the work by percentage of completion as approved by the Public Entity and the State Entity, plus (ii) the value of materials and equipment not incorporated in the Project but delivered and suitably stored on or off the Real Property in a manner acceptable to the State Entity, less (iii) any applicable retainage, and less (iv) all prior Advances.

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

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

At the time of submission of the final Draw Requisition which shall not be submitted before completion of the Project, including all landscape requirements and off-site utilities and streets needed for access to the Real Property and, if applicable, Facility and correction of material defects in workmanship or materials (other than the completion of punch list items) as provided in the Construction Contract Documents, the Public Entity shall submit to the State Entity: (i) such supporting evidence as may be requested by the State Entity to substantiate all payments which are to be made out of the final Draw Requisition or to substantiate all payments then made with respect to the Project, and (ii) satisfactory evidence that all work requiring inspection by municipal or other governmental authorities having jurisdiction has been duly inspected and approved by such authorities, and that all requisite certificates of occupancy and other approvals have been issued.

If on the date an Advance is desired the Public Entity has complied with all requirements of this Agreement and the State Entity approves the relevant Draw Requisition and receives a current construction report from the Inspecting Engineer recommending payment, then the State Entity shall disburse the amount of the requested Advance to the Public Entity.

Section 6.03 Additional Funds. If the State Entity shall at any time in good faith determine that the sum of the undisbursed amount of the G.O. Grant plus the amount of all other funds committed to the Project is less than the amount required to pay all costs and expenses of any kind which reasonably may be anticipated in connection with the Project, then the State Entity may send written notice thereof to the Public Entity specifying the amount which must be supplied in order to provide sufficient funds to complete the Project. The Public Entity agrees that it will, within 10 calendar days of receipt of any such notice, supply or have some other entity supply the amount of funds specified in the State Entity's notice.

Section 6.04 **Conditions Precedent to Any Advance.** The obligation of the State Entity to make any Advance hereunder (including the initial Advance) shall be subject to the following conditions precedent:

- A. The State Entity shall have received a Draw Requisition for such Advance specifying the amount of funds being requested, which such amount when added to all prior requests for an Advance shall not exceed the amount of the G.O. Grant delineated in Section 1.01.
- B. The State Entity shall have either received a duly executed Declaration that has been duly recorded in the appropriate governmental office, with all of the recording information displayed thereon, or evidence that such Declaration will promptly be recorded and delivered to the State Entity.
- C. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that (i) the Public Entity has legal authority to and has taken all actions necessary to enter into this Agreement and the Declaration, and (ii) this Agreement and the Declaration are binding on and enforceable against the Public Entity.
- D. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has sufficient funds to fully and completely pay for the Project and all other expenses that may occur in conjunction therewith.
- E. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity is in compliance with the matching funds requirements, if any, contained in Section 7.23.
- F. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, showing that the Public Entity possesses the ownership interest delineated in Section 2.02.
- G. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Real Property and, if applicable, Facility, and the contemplated use thereof are permitted by and will comply with all applicable use or other restrictions and requirements imposed by applicable zoning ordinances or regulations, and, if required by

law, have been duly approved by the applicable municipal or governmental authorities having jurisdiction thereover.

- H. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required building permits, other permits, bonds and licenses necessary for the Project have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.
- I. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that that all applicable and required permits, bonds and licenses necessary for the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04 have been paid for, issued, and obtained, other than those permits, bonds and licenses which may not lawfully be obtained until a future date or those permits, bonds and licenses which in the ordinary course of business would normally not be obtained until a later date.
- J. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Project will be completed in a manner that will allow the Real Property and, if applicable, Facility to be operated in the manner specified in Section 2.04.
- K. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Public Entity has the ability and a plan to fund the operation of the Real Property and, if applicable, Facility in the manner specified in Section 2.04.
- L. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the insurance requirements under Section 7.01 have been satisfied.
- M. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, of compliance with the provisions and requirements specified in Section 7.10 and all additional applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time. Such evidence shall include, but not be limited to, evidence that: (i) the predesign package referred to in Section 7.10.B has, if required, been reviewed by and received a favorable recommendation from the Commissioner of Administration for the State of Minnesota, (ii) the program plan and cost estimates referred to in Section 7.10.C have, if required, received a recommendation by the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee, and (iii) the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota Senate Capital Investment Committee have, if required, been notified pursuant to Section 7.10.G.

- N. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
- O. The State Entity shall have received evidence, in form and substance acceptable to the State Entity, that the Contractor will complete the Construction Items substantially in conformance with the Construction Contract Documents and pay all amounts lawfully owing to all laborers and materialmen who worked on the Construction Items or supplied materials therefor, other than amounts being contested in good faith. Such evidence may be in the form of payment and performance bonds in amounts equal to or greater than the amount of the fixed price or guaranteed maximum price contained in the Construction Contract Documents that name the State Entity and the Public Entity dual obligees thereunder, or such other evidence as may be acceptable to the Public Entity and the State Entity.
- P. No determination shall have been made by the State Entity that the amount of funds committed to the Project is less than the amount required to pay all costs and expenses of any kind that may reasonably be anticipated in connection with the Project, or if such a determination has been made and notice thereof sent to the Public Entity under Section 6.03, then the Public Entity has supplied, or has caused some other entity to supply, the necessary funds in accordance with such section or has provided evidence acceptable to the State Entity that sufficient funds are available.
- Q. The Public Entity has supplied to the State Entity all other items that the State Entity may reasonably require.

Section 6.05 Construction Inspections. The Public Entity and the Architect, if any, shall be responsible for making their own inspections and observations of the Construction Items, and shall determine to their own satisfaction that the work done or materials supplied by the Contractors to whom payment is to be made out of each Advance has been properly done or supplied in accordance with the Construction Contract Documents. If any work done or materials supplied by a Contractor are not satisfactory to the Public Entity or the Architect, if any, or if a Contractor is not in material compliance with the Construction Contract Documents in any respect, then the Public Entity shall immediately notify the State Entity, in writing. The State Entity and the Inspecting Engineer, if any, may conduct such inspections of the Construction Items as either may deem necessary for the protection of the State Entity's interest, and that any inspections which may be made of the Project by the State Entity or the Inspecting Engineer, if any, are made and all certificates issued by the Inspecting Engineer, if any, will be issued solely for the benefit and protection of the State Entity, and the Public Entity will not rely thereon.

Article VII MISCELLANEOUS

Section 7.01 **Insurance.** The Public Entity shall, upon acquisition of the ownership interest delineated in Section 2.02, insure the Facility, if such exists, in an amount equal to the full insurable value thereof (i) by self insuring under a program of self insurance legally adopted,

maintained and adequately funded by the Public Entity, or (ii) by way of builders risk insurance and fire and extended coverage insurance with a deductible in an amount acceptable to the State Entity under which the State Entity and the Public Entity are named as loss payees. If damages which are covered by such required insurance occur, then the Public Entity shall, at its sole option and discretion, either: (y) use or cause the insurance proceeds to be used to fully or partially repair such damage and to provide or cause to be provided whatever additional funds that may be needed to fully or partially repair such damage, or (z) sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith in accordance with the provisions contained in Section 4.01.

If the Public Entity elects to only partially repair such damage, then the portion of the insurance proceeds not used for such repair shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the Real Property and Facility. If the Public Entity elects to sell its ownership interest in the damaged Facility and portion of the Real Property associated therewith, then such sale must occur within a reasonable time period from the date the damage occurred and the cumulative sum of the insurance proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the insurance proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

The State Entity agrees to and will assign or pay over to the Public Entity all insurance proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes thereon as to the use of such insurance proceeds.

If the Public Entity elects to maintain general comprehensive liability insurance regarding the Real Property and, if applicable, Facility, then the Public Entity shall have the State Entity named as an additional named insured therein.

The Public Entity may require a Counterparty to provide and maintain any or all of the insurance required under this Section; provided that the Public Entity continues to be responsible for the providing of such insurance in the event that the Counterparty fails to provide or maintain such insurance.

At the written request of either the State Entity or the Commissioner of MMB, the Public Entity shall promptly furnish to the requesting entity all written notices and all paid premium receipts received by the Public Entity regarding the required insurance, or certificates of insurance evidencing the existence of such required insurance.

If the Public Entity fails to provide and maintain the insurance required under this Section, then the State Entity may, at its sole option and discretion, obtain and maintain insurance of an equivalent nature and any funds expended by the State Entity to obtain or maintain such insurance shall be due and payable on demand by the State Entity and bear interest from the date of advancement by the State Entity at a rate equal to the lesser of the maximum interest rate allowed

by law or 18% per annum based upon a 365-day year. Provided, however, nothing contained herein, including but not limited to this Section, shall require the State Entity to obtain or maintain such insurance, and the State Entity's decision to not obtain or maintain such insurance shall not lessen the Public Entity's duty to obtain and maintain such insurance.

Section 7.02 Condemnation. If after the Public Entity has acquired the ownership interest delineated in Section 2.02 all or any portion of the Real Property and, if applicable, Facility is condemned to an extent that the Public Entity can no longer comply with the provisions contained in Section 2.04, then the Public Entity shall, at its sole option and discretion, either: (i) use or cause the condemnation proceeds to be used to acquire an interest in additional real property needed for the Public Entity to continue to comply with the provisions contained in Section 2.04 and, if applicable, to fully or partially restore the Facility and to provide or cause to be provided whatever additional funds that may be needed for such purposes, or (ii) sell the remaining portion of its ownership interest in the Real Property and, if applicable, Facility in accordance with the provisions contained in Section 4.01. Any condemnation proceeds which are not used to acquire an interest in additional real property or to restore, if applicable, the Facility shall be applied in accordance with the provisions contained in Section 4.02 as if the Public Entity's ownership interest in the Real Property and, if applicable, Facility had been sold, and such amounts shall be credited against the amounts due and owing under Section 4.02 upon the ultimate sale of the Public Entity's ownership interest in the remaining Real Property and, if applicable, Facility. If the Public Entity elects to sell its ownership interest in the portion of the Real Property and, if applicable, Facility that remains after the condemnation, then such sale must occur within a reasonable time period from the date the condemnation occurred and the cumulative sum of the condemnation proceeds plus the proceeds of such sale must be applied in accordance with the provisions contained in Section 4.02, with the condemnation proceeds being so applied within a reasonable time period from the date they are received by the Public Entity.

As recipient of any of condemnation awards or proceeds referred to herein, the State Entity agrees to and will disclaim, assign or pay over to the Public Entity all of such condemnation awards or proceeds it receives so that the Public Entity can comply with the requirements that this Section imposes upon the Public Entity as to the use of such condemnation awards or proceeds.

Section 7.03 **Use, Maintenance, Repair and Alterations.** The Public Entity shall (i) keep the Real Property and, if applicable, Facility, in good condition and repair, subject to reasonable and ordinary wear and tear, (ii) complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Real Property and promptly restore in like manner any portion of the Facility, if applicable, which may be damaged or destroyed thereon and pay when due all claims for labor performed and materials furnished therefor, (iii) comply with all laws, ordinances, regulations, requirements, covenants, conditions and restrictions now or hereafter affecting the Real Property or, if applicable, Facility, or any part thereof, or requiring any alterations or improvements thereto, (iv) keep and maintain abutting grounds, sidewalks, roads, parking and landscape areas in good and neat order and repair, (v) comply with the provisions of any Real Property/Facility Lease if the Public Entity's ownership interest in the Real Property and, if applicable, Facility, is a leasehold interest, (vi) comply with the provisions of any easement if its ownership interest in the Real Property and, if applicable,

Facility is by way of such easement, and (vii) comply with the provisions of any condominium documents and any applicable reciprocal easement or operating agreements if the Real Property and, if applicable, Facility, is part of a condominium regime or is subject to a reciprocal easement or use contract.

The Public Entity shall not, without the written consent of the State Entity and the Commissioner of MMB, (a) permit or suffer the use of any of the Real Property or, if applicable, Facility, for any purpose other than the purposes specified in Section 2.04, (b) remove, demolish or substantially alter any of the Real Property or, if applicable, Facility, except such alterations as may be required by laws, ordinances or regulations or such other alterations as may improve such Real Property or, if applicable, Facility by increasing the value thereof or improving its ability to be used to operate the Governmental Program thereon or therein, (c) do any act or thing which would unduly impair or depreciate the value of the Real Property or, if applicable, Facility, (d) abandon the Real Property or, if applicable, Facility, (e) commit or permit any waste or deterioration of the Real Property or, if applicable, Facility, that was paid for with the proceeds of the G.O. Grant unless the same are immediately replaced with like property of at least equal value and utility, or (g) commit, suffer or permit any act to be done in or upon the Real Property or, if applicable, Facility, in violation of any law, ordinance or regulation.

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

Section 7.04 **Records Keeping and Reporting.** The Public Entity shall maintain or cause to be maintained books, records, documents and other evidence pertaining to the costs or expenses associated with the Project and operation of the Real Property and, if applicable, Facility needed to comply with the requirements contained in this Agreement, the G.O. Compliance Legislation, the Commissioner's Order, and the G.O. Bonding Legislation, and upon request shall allow or cause the entity which is maintaining such items to allow the State Entity, auditors for the State Entity, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract, all of such items. The Public Entity shall use or cause the entity which is maintaining such items to use generally accepted accounting principles

in the maintenance of such items, and shall retain or cause to be retained (i) all of such items that relate to the Project for a period of 6 years from the date that the Project is fully completed and placed into operation, and (ii) all of such items that relate to the operation of the Real Property and, if applicable, Facility for a period of 6 years from the date such operation is initiated.

- Section 7.05 **Inspections by State Entity.** Upon reasonable request by the State Entity and without interfering with the normal use of the Real Property and, if applicable, Facility, the Public Entity shall allow and will require any entity to whom it leases, subleases, or enters into a Use Contract for any portion of the Real Property and, if applicable, Facility to allow the State Entity to inspect the Real Property and, if applicable, Facility.
- Section 7.06 **Data Practices.** The Public Entity agrees with respect to any data that it possesses regarding the G.O. Grant, the Project, or the operation of the Real Property and, if applicable, Facility, to comply with all of the provisions and restrictions contained in the Minnesota Government Data Practices Act contained in Chapter 13 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.
- Section 7.07 **Non-Discrimination.** The Public Entity agrees to not engage in discriminatory employment practices regarding the Project, or operation or management of the Real Property and, if applicable, Facility, and it shall, with respect to such activities, fully comply with all of the provisions contained in Chapters 363A and 181 of the Minnesota Statutes that exist as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time.
- Section 7.08 **Worker's Compensation.** The Public Entity agrees to comply with all of the provisions relating to worker's compensation contained in Minn. Stat. §§ 176.181, subd. 2 and 176.182, as they may be amended, modified or replaced from time to time, with respect to the Project and the operation or management of the Real Property and, if applicable, Facility.
- Section 7.09 Antitrust Claims. The Public Entity hereby assigns to the State Entity and the Commissioner of MMB all claims it may have for overcharges as to goods or services provided with respect to the Project, and operation or management of the Real Property and, if applicable, Facility that arise under the antitrust laws of the State of Minnesota or of the United States of America.
- Section 7.10 **Review of Plans and Cost Estimates.** The Public Entity agrees to comply with all applicable provisions and requirements, if any, contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time, for the Project, and in accordance therewith the Public Entity agrees to comply with the following provisions and requirements if such provisions and requirements are applicable.
 - A. The Public Entity shall provide all information that the State Entity may request in order for the State Entity to determine that the Project will comply with the provisions and

requirements contained in Minn. Stat. § 16B.335, as it may be amended, modified or replaced from time to time.

- B. Prior to its proceeding with design activities for the Project the Public Entity shall prepare a predesign package and submit it to the Commissioner of Administration for the State of Minnesota for review and comment. The predesign package must be sufficient to define the purpose, scope, cost, and projected schedule for the Project, and must demonstrate that the Project has been analyzed according to appropriate space and needs standards. Any substantial changes to such predesign package must be submitted to the Commissioner of Administration for the State of Minnesota for review and comment.
- C. If the Project includes the construction of a new building, substantial addition to an existing building, a substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then the Public Entity shall not prepare final plans and specifications until it has prepared a program plan and cost estimates for all elements necessary to complete the Project and presented them to the Chairs of the Minnesota State Senate Finance Committee and Minnesota House of Representatives Ways and Means Committee and the chairs have made their recommendations, and it has notified the Chair and Ranking Minority Member of the Minnesota House of Representatives Capital Investment Committee and the Chair and Ranking Minority Member of the Minnesota State Senate Capital Investment Committee. The program plan and cost estimates must note any significant changes in the work to be performed on the Project, or in its costs, which have arisen since the appropriation from the legislature for the Project was enacted or which differ from any previous predesign submittal.
- D. The Public Entity must notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees of any significant changes to the program plan and cost estimates referred to in Section 7.10.C.
- E. The program plan and cost estimates referred to in Section 7.10.C must ensure that the Project will comply with all applicable energy conservation standards contained in law, including Minn. Stat. §§ 216C.19 to 216C.20, as they may be amended, modified or replaced from time to time, and all rules adopted thereunder.
- F. If any of the G.O. Grant is to be used for the construction or remodeling of the Facility, then both the predesign package referred to in Section 7.10.B and the program plan and cost estimates referred to in Section 7.10.C must include provisions for cost-effective information technology investments that will enable the occupant of the Facility to reduce its need for office space, provide more of its services electronically, and decentralize its operations.
- G. If the Project does not involve the construction of a new building, substantial addition to an existing building, substantial change to the interior configuration of an existing building, or the acquisition of an interest in land, then prior to beginning work on the Project

the Public Entity shall just notify the Chairs and Ranking Minority Members of the Minnesota State Senate Finance and Capital Investment Committees, and the Minnesota House of Representatives Capital Investment and Ways and Means Committees that the work to be performed is ready to begin.

H. The Project must be: (i) substantially completed in accordance with the program plan and cost estimates referred to in Section 7.10.C, (ii) completed in accordance with the time schedule contained in the program plan referred to in Section 7.10.C, and (iii) completed within the budgets contained in the cost estimates referred to in Section 7.10.C.

Provided, however, the provisions and requirements contained in this Section only apply to public lands or buildings or other public improvements of a capital nature, and shall not apply to the demolition or decommissioning of state assets, hazardous material projects, utility infrastructure projects, environmental testing, parking lots, parking structures, park and ride facilities, bus rapid transit stations, light rail lines, passenger rail projects, exterior lighting, fencing, highway rest areas, truck stations, storage facilities not consisting primarily of offices or heated work areas, roads, bridges, trails, pathways, campgrounds, athletic fields, dams, floodwater retention systems, water access sites, harbors, sewer separation projects, water and wastewater facilities, port development projects for which the Commissioner of Transportation for the State of Minnesota has entered into an assistance agreement under Minn. Stat. § 457A.04, as it may be amended, modified or replaced from time to time, ice centers, local government projects with a construction cost of less than \$1,500,000.00, or any other capital project with a construction cost of less than \$750,000.00.

Section 7.11 **Prevailing Wages.** The Public Entity agrees to comply with all of the applicable provisions contained in Chapter 177 of the Minnesota Statutes, and specifically those provisions contained in Minn. Stat. §§ 177.41 through 177.435, as they may be amended, modified or replaced from time to time with respect to the Project and the operation of the Governmental Program on or in the Real Property and, if applicable, Facility. By agreeing to this provision, the Public Entity is not acknowledging or agreeing that the cited provisions apply to the Project or the operation of the Governmental Program on or in the Real Property and, if applicable, Facility.

Section 7.12 **Liability.** The Public Entity and the State Entity agree that they will, subject to any indemnifications provided herein, be responsible for their own acts and the results thereof to the extent authorized by law, and they shall not be responsible for the acts of the other party and the results thereof. The liability of the State Entity and the Commissioner of MMB is governed by the provisions contained in Minn. Stat. § 3.736, as it may be amended, modified or replaced from time to time. If the Public Entity is a "municipality" as such term is used in Chapter 466 of the Minnesota Statutes that exists as of the date of this Agreement and as such may subsequently be amended, modified or replaced from time to time, then the liability of the Public Entity, including but not limited to the indemnification provided under Section 7.13, is governed by the provisions contained in such Chapter 466.

Section 7.13 **Indemnification by the Public Entity.** The Public Entity shall bear all loss, expense (including attorneys' fees), and damage in connection with the Project and operation of

the Real Property and, if applicable, Facility, and agrees to indemnify and hold harmless the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees from all claims, demands and judgments made or recovered against the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents, servants and employees, because of bodily injuries, including death at any time resulting therefrom, or because of damages to property of the State Entity, the Commissioner of MMB, or the State of Minnesota, or others (including loss of use) from any cause whatsoever, arising out of, incidental to, or in connection with the Project or operation of the Real Property and, if applicable, Facility, whether or not due to any act of omission or commission, including negligence of the Public Entity or any contractor or his or their employees, servants or agents, and whether or not due to any act of omission or commission (excluding, however, negligence or breach of statutory duty) of the State Entity, the Commissioner of MMB, or the State of Minnesota, their employees, servants or agents.

The Public Entity further agrees to indemnify, save, and hold the State Entity, the Commissioner of MMB, and the State of Minnesota, their agents and employees, harmless from all claims arising out of, resulting from, or in any manner attributable to any violation by the Public Entity, its officers, employees, or agents, or by any Counterparty, its officers, employees, or agents, of any provision of the Minnesota Government Data Practices Act, including legal fees and disbursements paid or incurred to enforce the provisions contained in Section 7.06.

The Public Entity's liability hereunder shall not be limited to the extent of insurance carried by or provided by the Public Entity, or subject to any exclusions from coverage in any insurance policy.

Section 7.14 **Relationship of the Parties.** Nothing contained in this Agreement is intended or should be construed in any manner as creating or establishing the relationship of copartners or a joint venture between the Public Entity, the State Entity, or the Commissioner of MMB, nor shall the Public Entity be considered or deemed to be an agent, representative, or employee of the State Entity, the Commissioner of MMB, or the State of Minnesota in the performance of this Agreement, the Project, or operation of the Real Property and, if applicable, Facility.

The Public Entity represents that it has already or will secure or cause to be secured all personnel required for the performance of this Agreement and the Project, and the operation and maintenance of the Real Property and, if applicable, Facility. All personnel of the Public Entity or other persons while engaging in the performance of this Agreement, the Project, or the operation and maintenance of the Real Property and, if applicable, Facility shall not have any contractual relationship with the State Entity, the Commissioner of MMB, or the State of Minnesota, and shall not be considered employees of any of such entities. In addition, all claims that may arise on behalf of said personnel or other persons out of employment or alleged employment including, but not limited to, claims under the Workers' Compensation Act of the State of Minnesota, claims of discrimination against the Public Entity, its officers, agents, contractors, or employees shall in no way be the responsibility of the State Entity, the Commissioner of MMB, or the State of Minnesota. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits of any kind whatsoever from the State Entity, the Commissioner of MMB, or the State of

Minnesota including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay and retirement benefits.

Section 7.15 **Notices.** In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by prepaid, registered, or certified mail (return receipt requested), to the business address of the party to whom it is directed. Such business address shall be that address specified below or such different address as may hereafter be specified, by either party by written notice to the other:

To the Public Entity at:

Aitkin County 307 2nd Street NW, Room 310 Aitkin, MN 56431 Attention: Dave Minke, or successor

To the State Entity at:

The Minnesota Department of Employment and Economic Development 180 5th Street E, STE 1200
Saint Paul, MN 55102
Attention: Community Finance

To the Commissioner of MMB at:

Minnesota Department of Management and Budget 400 Centennial Office Bldg. 658 Cedar St.
St. Paul, MN 55155
Attention: Commissioner

Section 7.16 **Binding Effect and Assignment or Modification.** This Agreement and the Declaration shall be binding upon and inure to the benefit of the Public Entity and the State Entity, and their respective successors and assigns. Provided, however, that neither the Public Entity nor the State Entity may assign any of its rights or obligations under this Agreement or the Declaration without the prior written consent of the other party. No change or modification of the terms or provisions of this Agreement or the Declaration shall be binding on either the Public Entity or the State Entity unless such change or modification is in writing and signed by an authorized official of the party against which such change or modification is to be imposed.

Section 7.17 **Waiver.** Neither the failure by the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Public Entity, the State Entity, or the Commissioner of MMB, as a

third party beneficiary of this Agreement, to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term, provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of the Public Entity, the State Entity, or the Commissioner of MMB, as a third party beneficiary of this Agreement, in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

- Section 7.18 **Entire Agreement.** This Agreement, the Declaration, and the documents, if any, referred to and incorporated herein by reference embody the entire agreement between the Public Entity and the State Entity, and there are no other agreements, either oral or written, between the Public Entity and the State Entity on the subject matter hereof.
- Section 7.19 **Choice of Law and Venue.** All matters relating to the validity, construction, performance, or enforcement of this Agreement or the Declaration shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed and venued in the State of Minnesota District Court located in the City of St. Paul, County of Ramsey, State of Minnesota.
- Section 7.20 **Severability.** If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.
- Section 7.21 **Time of Essence.** Time is of the essence with respect to all of the matters contained in this Agreement.
- Section 7.22 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such counterparts shall together constitute one and the same instrument.
- Section 7.23 **Matching Funds.** The Public Entity must obtain and supply the following matching funds, if any, for the Project:

NONE

Any matching funds which are intended to meet the above requirements must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions, including equity, which have been or will be used to pay for the Project. The Public Entity shall supply to the Commissioner of MMB whatever documentation the Commissioner of MMB may request to substantiate the availability and source of any matching funds, and the source

and terms relating to all matching funds must be consented to, in writing, by the Commissioner of MMB.

- Section 7.24 **Source and Use of Funds.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment III** is intended to be and is a source and use of funds statement showing the total cost of the Project and all of the funds that are available for the completion of the Project, and that the information contained in such **Attachment III** correctly and accurately delineates the following information.
 - A. The total cost of the Project detailing all of the major elements that make up such total cost and how much of such total cost is attributed to each such major element.
 - B. The source of all funds needed to complete the Project broken down among the following categories:
 - (i) State funds including the G.O. Grant, identifying the source and amount of such funds.
 - (ii) Matching funds, identifying the source and amount of such funds.
 - (iii) Other funds supplied by the Public Entity, identifying the source and amount of such funds.
 - (iv) Loans, identifying each such loan, the entity providing the loan, the amount of each such loan, the terms and conditions of each such loan, and all collateral pledged for repayment of each such loan.
 - (v) Other funds, identifying the source and amount of such funds.
 - C. Such other financial information that is needed to correctly reflect the total funds available for the completion of the Project, the source of such funds and the expected use of such funds.

Previously paid project expenses that are to be reimbursed and paid from proceeds of the G.O. Grant may only be included as a source of funds and included in **Attachment III** if such items have been approved, in writing, by the Commissioner of MMB.

If any of the funds included under the source of funds have conditions precedent to the release of such funds, then the Public Entity must provide to the State Entity and the Commissioner of MMB a detailed description of such conditions and what is being done to satisfy such conditions.

The Public Entity shall also supply whatever other information and documentation that the State Entity or the Commissioner of MMB may request to support or explain any of the information contained in **Attachment III**.

The value of the Public Entity's ownership interest in the Real Property and, if applicable, Facility should only be shown in **Attachment III** if such ownership interest is being acquired and paid for with funds shown in such **Attachment III**, and for all other circumstances such value

should be shown in the definition for Ownership Value in Section 1.01 and not included in such **Attachment III**.

The funds shown in **Attachment III** and to be supplied for the Project may, subject to any limitations contained in the G.O. Bonding Legislation, be provided by either the Public Entity or a Counterparty under a Use Contract.

- Section 7.25 **Project Completion Schedule.** The Public Entity represents to the State Entity and the Commissioner of MMB that **Attachment IV** correctly and accurately delineates the projected schedule for the completion of the Project.
- Section 7.26 **Third-Party Beneficiary.** The Governmental Program will benefit the State of Minnesota and the provisions and requirements contained herein are for the benefit of both the State Entity and the State of Minnesota. Therefore, the State of Minnesota, by and through its Commissioner of MMB, is and shall be a third-party beneficiary of this Agreement.
- Section 7.27 **Public Entity Tasks**. Any tasks that this Agreement imposes upon the Public Entity may be performed by such other entity as the Public Entity may select or designate, provided that the failure of such other entity to perform said tasks shall be deemed to be a failure to perform by the Public Entity.
- Section 7.28 **State Entity and Commissioner Required Acts and Approvals.** The State Entity and the Commissioner of MMB shall not (i) perform any act herein required or authorized by it in an unreasonable manner, (ii) unreasonably refuse to perform any act that it is required to perform hereunder, or (iii) unreasonably refuse to provide or withhold any approval that is required of it herein.
- Section 7.29 **Applicability to Real Property and Facility.** This Agreement applies to the Public Entity's ownership interest in the Real Property and if a Facility exists to the Facility. The term "if applicable" appearing in conjunction with the term "Facility" is meant to indicate that this Agreement will apply to a Facility if one exists, and if no Facility exists then this Agreement will only apply to the Public Entity's ownership interest in the Real Property.
- Section 7.30 **E-Verification.** The Public Entity agrees and acknowledges that it is aware of Minn. Stat. § 16C.075 regarding e-verification of employment of all newly hired employees to confirm that such employees are legally entitled to work in the United States, and that it will, if and when applicable, fully comply with such statute and impose a similar requirement in any Use Contract to which it is a party.
- Section 7.31 **Additional Requirements.** The Public Entity and the State Entity agree to comply with the following additional requirements. In the event of any conflict or inconsistency between the following additional requirements and any other provisions or requirement contained in this Agreement, the following additional requirements contained in this Section shall control.

The Grant Recipient shall submit annual and other reports that the State Entity requests on forms provided by the State Entity.

Conflict of Interest. The State will take steps to prevent individual and organizational conflicts of interest in reference to Grantees per Minn.Stat.§16B.98 and Department of Administration, Office of Grants Management, <u>Policy Number 08-01 Conflict of Interest Policy for State Grant-Making</u>. When a conflict of interest concerning State grant-making is suspected, disclosed, or discovered, transparency shall be the guiding principle in addressing it.

In cases where a potential or actual individual or organizational conflict of interest is suspected, disclosed, or discovered by the Grantee throughout the life of the grant agreement, they must immediately notify the State for appropriate action steps to be taken, as defined above.

The Grantee must complete a Conflict of Interest Disclosure agreement and attach it to their proposal.

[THE REMAINING PORTION OF THIS PAGE WAS INTENTIONALLY LEFT BLANK]

IN TESTIMONY HEREOF, the Public Entity and the State Entity have executed this General Obligation Bond Proceeds Grant Agreement Construction Grant for the Aitkin County Health and Human Services Building Renovation Project on the day and date indicated immediately below their respective signatures.

PUBLIC ENTITY:

Aitkin County, By: J. Mark Wedel Its: Chair, Aitkin County Board of Commissioners Dated: _____, _____ And: _____ David J. Minke Its: County Administrator Dated: _____,____, **STATE ENTITY:** The Minnesota Department of Employment and Economic Development, By: Kevin McKinnon Deputy Commisioner_____ **STATE ENTITY:** Minnesota Department of Employment and Economic Development-Encumbrance Verification Contract Coordinator Its:

SC 279547 PR 98823 PO 3000628041

Attachment I to Grant Agreement

State of Minnesota General Obligation Bond Financed DECLARATION

The undersigned has the following interest in the real property located in the County of, State of Minnesota that is legally described in Exhibit A attached and all facilities
situated thereon (collectively, the "Restricted Property"):
(Check the appropriate box.) a fee simple title,
a lease, or
an easement,
and as owner of such fee title, lease or easement, does hereby declare that such interest in the Restricted Property is hereby made subject to the following restrictions and encumbrances:
A. The Restricted Property is bond financed property within the meaning of Minn. Stat. § 16A.695, is subject to the encumbrance created and requirements imposed by such statute, and cannot be sold, mortgaged, encumbered or otherwise disposed of without the approval of the Commissioner of Minnesota Management and Budget, which approval must be evidenced by a written statement signed by said commissioner and attached to the deed, mortgage, encumbrance or instrument used to sell or otherwise dispose of the Restricted Property; and
B. The Restricted Property is subject to all of the terms, conditions, provisions, and limitations contained in that certain [Insert title of the general obligation grant agreement] between and, dated,
The Restricted Property shall remain subject to this State of Minnesota General Obligation Bond Financed Declaration for 125% of the useful life of the Restricted Property or until the Restricted Property is sold with the written approval of the Commissioner of Minnesota Management and Budget, at which time it shall be released therefrom by way of a written release in recordable form signed by both the Commissioner of [Insert the name of the State Entity that provided the grant] and the Commissioner of Minnesota Management and Budget, and such written release is recorded in the real estate records relating to the Restricted Property. This Declaration may not be terminated,

(SIGNATURE BLOCK, ACKNOWLEDGMENTS, AND STATEMENT AS TO WHOM IT WAS DRAFTED BY.)

amended, or in any way modified without the specific written consent of the Commissioner of

Minnesota Management and Budget.

Exhibit A to Declaration LEGAL DESCRIPTION OF RESTRICTED PROPERTY

All of BLK 16 including vacated street in DOC 435794

That part of FIRST STREET (now known as 3rd Avenue NW), as platted and recorded in PLAN OF AITKIN, as platted and recorded, Aitkin County, Minnesota which lies northerly of the westerly extension of the south line of Block 16 of said plat of PLAN OF AITKIN, and which lies southerly of a line beginning at the northwest corner of said Block 16 and ending at the northeast corner of Block 1 of WHITE'S ADDITION to the Village of Aitkin, also as platted and recorded, Aitkin County, Minnesota.

Attachment II to Grant Agreement LEGAL DESCRIPTION OF REAL PROPERTY

All of BLK 16 including vacated street in DOC 435794

That part of FIRST STREET (now known as 3rd Avenue NW), as platted and recorded in PLAN OF AITKIN, as platted and recorded, Aitkin County, Minnesota which lies northerly of the westerly extension of the south line of Block 16 of said plat of PLAN OF AITKIN, and which lies southerly of a line beginning at the northwest corner of said Block 16 and ending at the northeast corner of Block 1 of WHITE'S ADDITION to the Village of Aitkin, also as platted and recorded, Aitkin County, Minnesota.

Attachment III to Grant Agreement Attachment III -

SOURCE AND USE OF FUNDS FOR THE PROJECT

Source of Funds

Use of Funds

Identify Source of Funds	<u>Amount</u>	<u>Identify Items</u>	<u>Amount</u>
State G.O. Funds G.O. Grant	\$2,000,000	Ownership Acquisition and Other Items Paid for with	
		G.O. Grant Funds	
Other Funds			
County General Fund	\$3,764,804		
		Other Items of a Capital	
Subtotal	\$3,764,804	Nature:	
		Construction/Renovation	\$2,000,000
		Subtotal	\$2,000,000
		Items Paid for with Non-G.O. Grant Funds	
		Predesign	\$18,000
		Design	\$24,000
		Construction/Renovation	\$3,722,804
		Subtotal	\$3,764,804
TOTAL FUNDS	\$5,764,804	TOTAL PROJECT COSTS	\$5,764,804

Attachment IV to Grant Agreement PROJECT COMPLETION SCHEDULE

Project Timeline

Activity	Finish mm/yy	
Site control (if necessary)	N/A	
All funding (non-DEED funds) for project secured and in place	01/25	
Declaration Recorded or Waiver from MMB secured	04/25	
All permits in place	09/25	
Project out for public bid	04/25	
Bid accepted	05/25	
Project started	09/25	
Project complete	07/26	
Project inspected and operational	08/26	

Subd. 11. Ottertail; Tyler_Wohlers Memorial Trail

55,000

For a grant to the city of Ottertail for the Tyler Wohlers Memorial Trail along state Trunk Highway 78 from Bay View Road to the Pelican Bay public water access.

Subd. 12. Sherburne County; U.S. Highway 169 Interchange

9,700,000

For a grant to Sherburne County for property acquisition, engineering, and construction for the local road portions of an interchange at marked U.S. Highway 169 and Sherburne County State-Aid Highway 4 in the city of Zimmerman.

Subd. 13. Thief River Falls; Airport

3,000,000

For a grant to the Thief River Falls Regional Airport Authority. This appropriation is in addition to the appropriation for the same purpose in Laws 2020, Fifth Special Session chapter 3, section 16, subdivision 27.

Sec. 8. CORRECTIONS

\$ 10,000,000

To the commissioner of corrections for a grant to Carlton County to construct, furnish, and equip a new regional female offender and judicial center within the Carlton County Justice Center.

Sec. 9. <u>EMPLOYMENT AND ECONOMIC</u> DEVELOPMENT.

Subdivision 1. Total Appropriation

<u>\$</u> <u>26,210,000</u>

To the commissioner of employment and economic development for the purposes specified in this section.

Subd. 2. Aitkin County; Health and Human Services Building

2,000,000

For a grant to Aitkin County for the construction of the renovation and expansion of the Aitkin County Health and Human Services building, including the replacement of heating and cooling systems; renovating and repurposing existing spaces to provide secure interview spaces, Americans with Disabilities Act accessible restrooms, meeting spaces, and convertible work areas; renovation of the lobby; and providing 43

increased security measures, including adding badge access, panic buttons, and clear escape routes.

Subd. 3. Chaska; City Square West

5,425,000

For a grant to the city of Chaska to acquire property for the city of Chaska plaza and paseo areas, acquire property for the city of Chaska Public Parking, acquire property for the city of Chaska Mercado and Arts Consortium Space, and to construct the city of Chaska's plaza, paseo areas, Mercado and Arts Consortium Space and Public Parking of the city Square West redevelopment project.

Subd. 4. Fergus Falls; Riverfront Corridor

4,000,000

For a grant to the city of Fergus Falls for Phase 2, Part 2 improvements as part of the city's Riverfront Corridor Project. This appropriation includes money for acquisition of approximately 11.68 acres of land, and for the design, engineering, and construction of the river buffer trail system, including accessible public parking and other public amenities. This appropriation also includes money to design, engineer, and construct two rail crossings, one at Broadway Avenue and one at St. Andrews Street, to serve as access points to the river buffer parcel and provide safe motor vehicle and pedestrian crossing.

Subd. 5. Forest Lake; Veterans Memorial

250,000

For a grant to the Forest Lake Veterans Memorial Committee to construct a memorial to veterans of the United States armed forces at Lakeside Memorial Park.

Subd. 6. Parkers Prairie; Veterans Memorial Park

50,000

For a grant to the city of Parkers Prairie to design, construct, and equip site improvements and infrastructure for a veterans memorial park along marked Trunk Highway 29.

Subd. 7. Center Scandia; Water Tower Barn Arts and Heritage

2,200,000

For a grant to the city of Scandia to predesign, design, construct, furnish, and equip the Scandia Water Tower Barn Arts and Heritage Center in the city of Scandia.



Title of Item: Public Info/Input Meeting -Proposed Changes to Road Designations

6A
Agenda Item #

Requested Meeting Date: 11-25-25

Action Requested: Direction Requested **REGULAR AGENDA** Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Hold Public Hearing* INFORMATION ONLY *provide copy of hearing notice that was published Submitted by: **Department:** John Welle Highway Presenter (Name and Title): **Estimated Time Needed:** John Welle, Aitkin County Engineer 10:00- 10:20 pre-scheduled **Summary of Issue:** As discussed at the October 28, 2025 Board of Commissioners Meeting, a public informational/input meeting will be held to consider public input relating to Proposed changes to Road Designations. The attachment contains information discussed at the October 28th meeting. The last two pages on the attachment contains information that has been posted online for public comment. **Alternatives, Options, Effects on Others/Comments: Recommended Action/Motion:** Discussion only for potential future action. **Financial Impact:** Yes Is there a cost associated with this request? What is the total cost, with tax and shipping? \$ Is this budgeted? Yes No Please Explain:

Proposed Changes to Roadway Designations

There are three systems of Roads Maintained by Aitkin County:

- 1. County State-Aid Highway (CSAH)
 - 382 miles
 - i. 250 miles paved
 - ii. 132 miles gravel-surfaced
 - Generally higher traffic
 - Secondary roads that connect other secondary roads and major highway corridors
- 2. County Roads (CR)
 - 135 miles
 - i. 27 miles paved
 - ii. 108 miles gravel-surfaced
 - Generally lower traffic
 - Secondary roads that connect other secondary roads and major highway corridors
- 3. Unorganized Township Roads
 - 38 miles, all gravel-surfaced
 - Generally local, very low volume roads that are used primarily for local traffic
 - Often are dead-end roads

Change the Designation of CSAH and CR Routes

There are two main reasons for the proposal to change the designation of CSAH and CR routes at this time. First, in the coming years, CSAH 5 through the Kimberly area will be improved to a paved route with a sequence of projects in 2026 and 2028. When completed, the continuous improved route between CSAH 4 and TH 210 will consist of 3.1 miles of CR 53 and 4.7 miles of CSAH 5. For route continuity, CSAH 5 should follow the improved route to/from CSAH 4 rather than meandering through 6 miles of graveled surface road between CR 53 and State Highway 47. Upon the changed designation, CSAH 5 would be a continuous paved route between CSAH 4 and State Highway 210. The existing segment of CSAH 5 from CR 53 to TH 47 would become a county road. This change would result in a net reduction of 3.6 miles to our CSAH system

The second reason involves CR 51, which is a 4.9 mile segment of gravel surfaced road between TH 18 in Wealthwood and CSAH 28. It's likely that the first phase of construction to improve this segment to a paved road will be included in our 5-year Capital Road Improvement Plan within the next two years. If this route were to remain as a county

road designation, the two-phase, \$6 million project would require either an extended period of time to pay for it with local levy funds or a significant increase to the \$740,000 that we levy annually for county road improvements. Changing this route to a CSAH route and being able to utilize CSAH funding will allow the improvement of this segment to be completed sooner and at a lower cost to Aitkin County property owners. Because of it's location on the highway system in that area, it fits very well on the CSAH system. Changing this 4.9-mile route to a CSAH route, combined with the 3.6-mile reduction from CSAH 5 as outlined previously would result in a net 1.3-mile addition to our CSAH system.

Simply adding mileage to our CSAH system is not a feasible option, as state-aid rules require a process whereby the County Engineers Screening Board scrutinizes any mileage request. Being granted an additional 1.2 miles is extremely unlikely since Aitkin County already has a large CSAH system compared to the size of our CR system. Therefore, additional changes would be needed to achieve a zero net gain of CSAH mileage. The proposal to accomplish this with further changing the designation of CSAH 26, CR 75, and CR 81, is outlined as follows:

Change 15.8 miles from CSAH to CR:

- a. 5.7 miles of CSAH 5 to CR 55
- b. 1.0 mile of CSAH 5 to CR 50
- c. 9.1 miles of CSAH 26 to CR 51

Change 15.8 miles from CR to CSAH:

- a. 3.1 miles of CR 53 to CSAH 5
- b. 4.9 miles of CR 51 to CSAH 42
- c. 6.8 miles of CR 75 to CSAH 27
- d. 1.0 miles of CR 81 to CSAH 43

The attached map shows these changed designations. Note that the 4.2 mile segment of CSAH 34 from CSAH 2 to CR 75 would also be re-numbered to CSAH 27 for continuity.

Change the Designation of CR and Unorganized Township Routes

There are two unorganized township routes in Unorganized Townships 52-24 and 52-27 that carry significant volumes of thru-traffic and connect secondary roads and major highway corridors. Both of these routes need significant gravel road improvements that are difficult to complete with very limited unorganized township funds.

There are also two segments of CR 68 in Unorganized Townships 50-26 and 50-27 that are dead-end local routes and carry primarily local traffic. Both of these routes would

be more appropriately designated as unorganized township roads. Note that the middle portion of CR 68 from State Highway 169 to CSAH 29 would remain as a CR.

The proposed changes to the CR and Unorganized Township road systems are summarized as follows:

Change 4.0 miles from Unorganized Township to CR:

- a. 2 miles of 420th Avenue (Miller Road) from CR 67 to State Highway 200 in Unorganized Township 52-27 to CR 52
- b. 2 miles of 250th Avenue (Rabey road) from State Highway 200 to Itasca CR 448 in Unorganized Township 52-24 to CR 53

Change 3.2 miles from CR to Unorganized Township:

- a. 2 miles of CR 68 (540th Lane) from CSAH 29 to 410th Lane in Unorganized Township 50-27
- b. 1.2 miles of CR 68 (540th Lane) from US Hwy 169 to end of road in Unorganized Township 50-26

The attached map shows these system revisions.

Addition of CR route

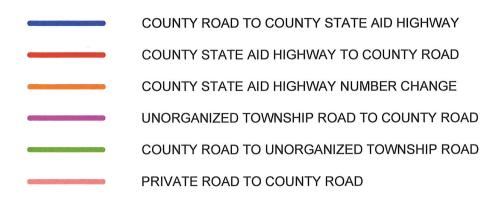
Access to our Gun Lake Pit includes an 0.6-mile segment of 439th Lane from 309th Place to CH 5. Much of this road has an extensive history dating back to 1988 of easements being granted, a cartway being established by Fleming Township, and recent court action to grant legal access to properties on the north side of Wilkins Lake. Ongoing maintenance of this road is a combination of work done by Aitkin County as a pit access road, with other private individuals also performing various maintenance activities. To clarify access to the Gun Lake Pit and to allow maintenance of this road by Aitkin County, designation of this 0.6 mile segment as a county road is being requested.

Designate 0.6 mile of private road to CR:

a. 0.6 miles of private road from 309th Place to CSAH 5 as CR 78

The attached map shows this system revision.

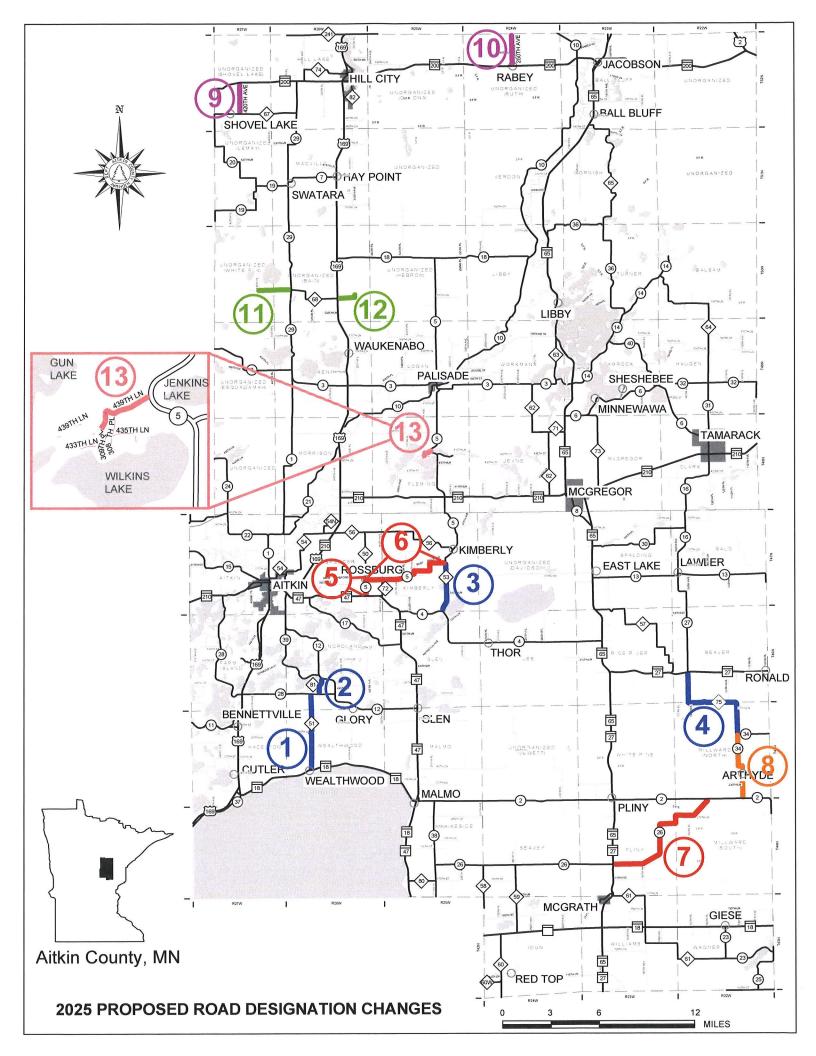
2025 PROPOSED ROAD DESIGNATION CHANGES



SEGMENT	CURRENT	PROPOSED	REASON FOR CHANGED DESIGNATION
1	CR 51	CSAH 42	FACILITATE FUTURE PAVED ROAD IMPROVEMENTS
2	CR 81	CSAH 43	SEE NOTE A BELOW
3	CR 53	CSAH 5	PAVED ROUTE CONTINUITY FROM CSAH 4 TO TH 210
4	CR 75	CSAH 27	SEE NOTE A BELOW
5	CSAH 5	CR 50	REDESIGNATING CSAH 5 ALONG IMPROVED ROUTE
6	CSAH 5	CR 55	REDESIGNATING CSAH 5 ALONG IMPROVED ROUTE
7	CSAH 26	CR 51	SEE NOTE A BELOW
8	CSAH 34	CSAH 27	CSAH 27 ROUTE CONTINUITY FROM CSAH 2 TO TH 27
9	UT-600	CR 52	FACILITATE FUTURE GRAVEL ROAD IMPROVEMENTS
10	UT-551	CR 53	FACILITATE FUTURE GRAVEL ROAD IMPROVEMENTS
11	CR 68	UT-600	REDESIGNATING DEAD-END SEGMENT AS TOWNSHIP ROAD
12	CR 68	UT-551	REDESIGNATING DEAD-END SEGMENT AS TOWNSHIP ROAD
13	PRIVATE	CR 78	FACILITATE FUTURE GRAVEL ROAD IMPROVEMENTS

NOTE A: REDESIGNATION ON SEGMENTS 1-7 RESULTS IN 15.8 MILES OF CR BECOMING CSAH AND 15.8 MILES OF CSAH BECOMING CR. THESE CHANGES CAN ONLY BE DONE TOGETHER TO ACHIEVE NO NET INCREASE OF CSAH MILEAGE.







6B
Agenda Item #

Requested Meeting Date: 11-25-25

Title of Item: Award Contract 20261

T DECLILAD ACENDA	Action Requested:	Direction Requested							
REGULAR AGENDA	Approve/Deny Motion	Discussion Item							
CONSENT AGENDA	✓ Adopt Resolution (attach draft)	Information Only							
	Hold Public Hearing *provide co	opy of hearing notice that was published							
Submitted by:		Department:							
John Welle		Highway							
Presenter (Name and Title): John Welle, Aitkin County Enginee	r	Estimated Time Needed: 5 minutes							
Summary of Issue:									
Bids were opened on Monday, October 27, 2025 for Contract No. 20261 which includes SAP 001-602-015 - Bridge Replacements on CSAH 2 over Snake River and and unnamed stream in the McGrath area.									
As shown on the attached abstract of bids, three bids were received with S&R Reinforcing Inc Aitkin, MN - submitting the low bid in the amount of \$1,852,457.81. With the cost of this contract estimated at \$1,681,413, the low bid is 10.17% above the estimated amount.									
Alternatives, Options, Effects	on Others/Comments:								
Recommended Action/Motion	า'								
Award Contract 20261 to S&R Rein									
Financial Impact: Is there a cost associated with the second control of the second cont	this request?	No							
What is the total cost, with tax a	·								
Is this budgeted? ✓ Yes									
\$1,681,000 was budgeted for this p	project in 2026. The additional cost of the	project will be budgeted in 2027.							

AITKIN COUNTY BID ABSTRACT

Project Name: Bridge Replacements over Snake River and Unnamed Stream

Bid Opening:

October 27, 2025, at 2:00 PM

Contract No. 20261

Project No.

SAP 001-602-015

		SAP 001-602-015 Bridge Replacements over Snake River and Unnamed Stream on CSAH 2						orcing, Inc n, MN		struction, LLC - a, MN	Division of Mat	uctors of Duluth, a hy Construction Duluth, MN
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
Bridge	01541 No	n-Participating										
3	2101.501	. CLEARING AND GRUBBING	LS	0.39	\$4,000.00	\$1,560.00	\$2,000.00	\$780.00	\$3,000.00	\$1,170.00	\$2,100.00	\$819.00
5	2104.502	REMOVE SIGN	EACH	4	\$50.00	\$200.00	\$25.00	\$100.00	\$50.00	\$200.00	\$45.00	\$180.00
7	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	56	\$10.00	\$560.00	\$22.00	\$1,232.00	\$4.00	\$224.00	\$2.50	\$140.00
11	2104.503	REMOVE GUARDRAIL	LF	501	\$8.00	\$4,008.00	\$5.00	\$2,505.00	\$7.50	\$3,757.50	\$7.85	\$3,932.85
12	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	789	\$5.00	\$3,945.00	\$9.00	\$7,101.00	\$14.50	\$11,440.50	\$7.00	\$5,523.00
14	2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	573	\$12.00	\$6,876.00	\$25.00	\$14,325.00	\$8.75	\$5,013.75	\$13.00	\$7,449.00
15	2106.507	EXCAVATION - COMMON (P)	CU YD	570	\$10.00	\$5,700.00	\$16.00	\$9,120.00	\$15.00	\$8,550.00	\$11.00	\$6,270.00
18	2118.509	AGRREGATE SURFACING CLASS 5	TON	32	\$30.00	\$960.00	\$28.00	\$896.00	\$72.00	\$2,304.00	\$70.00	\$2,240.00
20	2123.51	3.0 CU YD SHOVEL	HOUR	8	\$250.00	\$2,000.00	\$125.00	\$1,000.00	\$265.00	\$2,120.00	\$225.00	\$1,800.00
21	2123.51	DOZER	HOUR	8	\$250.00	\$2,000.00	\$225.00	\$1,800.00	\$185.00	\$1,480.00	\$190.00	\$1,520.00
24	2211.509	AGGREGATE BASE CLASS 5	TON	849	\$25.00	\$21,225.00	\$28.00	\$23,772.00	\$25.00	\$21,225.00	\$35.00	\$29,715.00
26	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	350	\$110.00	\$38,500.00	\$130.00	\$45,500.00	\$130.00	\$45,500.00	\$135.00	\$47,250.00
42	2442.501	REMOVE EXISTING BRIDGE	LUMPSUM	1	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
78	2573.501	EROSION CONTROL SUPERVISOR	LUMPSUM	0.5	\$3,000.00	\$1,500.00	\$500.00	\$250.00	\$400.00	\$200.00	\$500.00	\$250.00
81	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	300	\$20.00	\$6,000.00	\$20.00	\$6,000.00	\$20.00	\$6,000.00	\$19.95	\$5,985.00
82	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	310	\$3.50	\$1,085.00	\$4.00	\$1,240.00	\$4.00	\$1,240.00	\$4.00	\$1,240.00
83	2573.503	SILT FENCE TYPE MS	LIN FT	710	\$4.00	\$2,840.00	\$3.75	\$2,662.50	\$4.00	\$2,840.00	\$4.00	\$2,840.00
87	2575.501	TURF ESTABLISHMENT	LUMPSUM	0.42	\$5,000.00	\$2,100.00	\$4,000.00	\$1,680.00	\$9,500.00	\$3,990.00	\$9,500.00	\$3,990.00
89	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	1,394	\$4.00	\$5,576.00	\$3.00	\$4,182.00	\$4.50	\$6,273.00	\$4.50	\$6,273.00
91	2575.523	RAPID STABILIZATION METHOD 3	MGAL	15	\$250.00	\$3,750.00	\$250.00	\$3,750.00	\$200.00	\$3,000.00	\$200.00	\$3,000.00
93	2582.503	4" BROKEN LINE PAINT	LIN FT	62	\$2.50	\$155.00	\$1.50	\$93.00	\$1.50	\$93.00	\$1.50	\$93.00
94	2582.503	4" SOLID LINE PAINT	LIN FT	620	\$2.00	\$1,240.00	\$1.50	\$930.00	\$1.50	\$930.00	\$1.50	\$930.00
		Total Bridge	01541 Non-P	articipating		\$151,780.00		\$163,918.50		\$157,550.75		\$161,439.85

		SAP 001-602-015 Bridge Replacements over Snake River and Unnamed Stream on CSAH 2						orcing, Inc n, MN		struction, LLC - a, MN	Division of Mat	uctors of Duluth, a hy Construction Duluth, MN
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
Bridge	01541 Pari	ticipating										
1	2021.501	MOBILIZATION	LS	0.5	\$115,000.00	\$57,500.00	\$76,243.00	\$38,121.50	\$140,000.00	\$70,000.00	\$153,604.10	\$76,802.05
28	2401.507	STRUCTURAL CONCRETE (3B52) (P)	CU YD	105	\$1,150.00	\$120,750.00	\$1,196.29	\$125,610.45	\$1,400.00	\$147,000.00	\$1,400.00	\$147,000.00
30	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	38,000	\$1.60	\$60,800.00	\$1.39	\$52,820.00	\$1.55	\$58,900.00	\$1.50	\$57,000.00
31	2401.508	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	POUND	730	\$5.00	\$3,650.00	\$4.60	\$3,358.00	\$4.25	\$3,102.50	\$4.00	\$2,920.00
34	2401.518	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	SQ FT	2,368	\$43.00	\$101,824.00	\$65.76	\$155,719.68	\$68.50	\$162,208.00	\$72.00	\$170,496.00
36	2401.601	STRUCTURE EXCAVATION	LUMPSUM	1	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$18,750.00	\$18,750.00	\$33,750.00	\$33,750.00
38	2401.601	SLOPE PREPARATION	LUMPSUM	1	\$15,000.00	\$15,000.00	\$500.00	\$500.00	\$13,500.00	\$13,500.00	\$6,250.00	\$6,250.00
40	2406.504	BRIDGE APPROACH PANELS (P)	SQ YD	165	\$325.00	\$53,625.00	\$342.79	\$56,560.35	\$300.00	\$49,500.00	\$360.00	\$59,400.00
44	2451.607	STRUCTURAL BACKFILL (CV) (P)	CU YD	305	\$35.00	\$10,675.00	\$51.00	\$15,555.00	\$51.00	\$15,555.00	\$50.00	\$15,250.00
46	2452.502	C-I-P CONC. TEST PILE 60 FT. LONG, 12"	EACH	2	\$12,000.00	\$24,000.00	\$7,285.00	\$14,570.00	\$8,000.00	\$16,000.00	\$7,500.00	\$15,000.00
47	2452.502	C-I-P CONC. TEST PILE 60 FT. LONG, 16"	EACH	2	\$14,000.00	\$28,000.00	\$16,600.00	\$33,200.00	\$11,000.00	\$22,000.00	\$12,500.00	\$25,000.00
50	2452.502	PILE POINTS 12"	EACH	8	\$350.00	\$2,800.00	\$281.00	\$2,248.00	\$400.00	\$3,200.00	\$360.00	\$2,880.00
52	2452.502	PILE POINTS 16"	EACH	10	\$450.00	\$4,500.00	\$351.00	\$3,510.00	\$500.00	\$5,000.00	\$460.00	\$4,600.00
54	2452.503	C-I-P CONCRETE PILING 12"	LIN FT	300	\$50.00	\$15,000.00	\$53.96	\$16,188.00	\$35.00	\$10,500.00	\$50.00	\$15,000.00
55	2452.503	C-I-P CONCRETE PILING 16"	LIN FT	400	\$60.00	\$24,000.00	\$96.60	\$38,640.00	\$70.00	\$28,000.00	\$90.00	\$36,000.00
58	2475.603	TUBULAR STEEL RAILING TYPE "M" (P)	LIN FT	131	\$250.00	\$32,750.00	\$295.71	\$38,738.01	\$360.00	\$47,160.00	\$345.00	\$45,195.00
62	2502.501	DRAINAGE SYSTEM TYPE (B910)	LUMPSUM	1	\$4.00	\$4.00	\$1,250.00	\$1,250.00	\$2,800.00	\$2,800.00	\$1,850.00	\$1,850.00
64	2511.504	GEOTEXTILE FILTER TYPE 7	SQ YD	545	\$7.00	\$3,815.00	\$5.00	\$2,725.00	\$4.00	\$2,180.00	\$3.25	\$1,771.25
66	2511.507	RANDOM RIPRAP CLASS III	CU YD	250	\$60.00	\$15,000.00	\$100.00	\$25,000.00	\$118.00	\$29,500.00	\$70.00	\$17,500.00
69	2554.502	END TREATMENT TANGENT TERMINAL	EACH	4	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$3,000.00	\$12,000.00	\$3,150.00	\$12,600.00
71	2554.503	TRAFFIC BARRIER DESIGN TRANSITION TYPE 31	LIN FT	150	\$125.00	\$18,750.00	\$101.00	\$15,150.00	\$101.00	\$15,150.00	\$106.00	\$15,900.00
72	2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	50	\$50.00	\$2,500.00	\$35.00	\$1,750.00	\$35.00	\$1,750.00	\$36.50	\$1,825.00
76	2563.601	TRAFFIC CONTROL	LUMPSUM	0.5	\$5,000.00	\$2,500.00	\$12,450.00	\$6,225.00	\$12,500.00	\$6,250.00	\$13,000.00	\$6,500.00
		Total I	Bridge 01541 P	articipating		\$619,443.00		\$677,438.99		\$740,005.50		\$770,489.30
			OTALS FOR BRI			\$771,223.00		\$841,357.49		\$897,556.25		\$931,929.15
		% OF EST	MATE FOR BRI	DGE 01541				9.09%		16.38%		20.84%

		SAP 001-602-015 Bridge Replacements over Snake River and Unnamed Stream on CSAH 2						orcing, Inc n, MN		struction, LLC -	Division of Mat	uctors of Duluth, a hy Construction Duluth, MN
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
Bridge	e 01542 No	n-Participating										
4	2101.501	CLEARING AND GRUBBING	LS	0.61	\$4,000.00	\$2,440.00	\$2,000.00	\$1,220.00	\$3,000.00	\$1,830.00	\$2,100.00	\$1,281.00
6	2104.502	REMOVE SIGN	EACH	4	\$50.00	\$200.00	\$25.00	\$100.00	\$50.00	\$200.00	\$45.00	\$180.00
8	2104.503	REMOVE GUARDRAIL	LIN FT	428	\$8.00	\$3,424.00	\$5.00	\$2,140.00	\$7.50	\$3,210.00	\$7.85	\$3,359.80
9	2104.503	REMOVE PIPE CULVERTS	LIN FT	88	\$25.00	\$2,200.00	\$20.00	\$1,760.00	\$21.00	\$1,848.00	\$20.00	\$1,760.00
10	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	58	\$10.00	\$580.00	\$22.00	\$1,276.00	\$4.00	\$232.00	\$2.50	\$145.00
13	2104.504	REMOVE BITUMINOUS PAVEMENT	SQ YD	861	\$5.00	\$4,305.00	\$9.00	\$7,749.00	\$14.50	\$12,484.50	\$7.00	\$6,027.00
16	2106.507	COMMON EMBANKMENT (CV) (P)	CU YD	663	\$12.00	\$7,956.00	\$25.00	\$16,575.00	\$8.75	\$5,801.25	\$13.00	\$8,619.00
17	2106.507	EXCAVATION - COMMON (P)	CU YD	705	\$10.00	\$7,050.00	\$16.00	\$11,280.00	\$15.00	\$10,575.00	\$11.00	\$7,755.00
19	2118.509	AGRREGATE SURFACING CLASS 5	TON	56	\$30.00	\$1,680.00	\$28.00	\$1,568.00	\$72.00	\$4,032.00	\$70.00	\$3,920.00
22	2123.51	. 3.0 CU YD SHOVEL	HOUR	8	\$250.00	\$2,000.00	\$125.00	\$1,000.00	\$265.00	\$2,120.00	\$225.00	\$1,800.00
23	2123.51	DOZER	HOUR	8	\$250.00	\$2,000.00	\$225.00	\$1,800.00	\$185.00	\$1,480.00	\$190.00	\$1,520.00
25	2211.509	AGGREGATE BASE CLASS 5	TON	762	\$25.00	\$19,050.00	\$28.00	\$21,336.00	\$25.00	\$19,050.00	\$35.00	\$26,670.00
27	2360.509	TYPE SP 9.5 WEARING COURSE MIX (2,B)	TON	335	\$110.00	\$36,850.00	\$130.00	\$43,550.00	\$130.00	\$43,550.00	\$135.00	\$45,225.00
43	2442.501	. REMOVE EXISTING BRIDGE	LUMPSUM	1	\$40,000.00	\$40,000.00	\$35,000.00	\$35,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
60	2501.502	24" GS PIPE APRON	EACH	2	\$500.00	\$1,000.00	\$1,000.00	\$2,000.00	\$700.00	\$1,400.00	\$820.00	\$1,640.00
61	2501.503	24" CS PIPE CULVERT	LIN FT	80	\$50.00	\$4,000.00	\$130.00	\$10,400.00	\$90.00	\$7,200.00	\$69.00	\$5,520.00
67	2511.507	RANDOM RIPRAP CLASS III	CU YD	10	\$60.00	\$600.00	\$100.00	\$1,000.00	\$118.00	\$1,180.00	\$70.00	\$700.00
79	2573.501	EROSION CONTROL SUPERVISOR	LUMPSUM	0.5	\$3,000.00	\$1,500.00	\$500.00	\$250.00	\$400.00	\$200.00	\$500.00	\$250.00
80	2573.502	CULVERT END CONTROLS	EACH	1	\$250.00	\$250.00	\$250.00	\$250.00	\$225.00	\$225.00	\$230.00	\$230.00
84	2573.503	FLOTATION SILT CURTAIN TYPE MOVING WATER	LIN FT	300	\$20.00	\$6,000.00	\$20.00	\$6,000.00	\$20.00	\$6,000.00	\$19.95	\$5,985.00
85	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LIN FT	320	\$3.50	\$1,120.00	\$4.00	\$1,280.00	\$4.00	\$1,280.00	\$4.00	\$1,280.00
86	2573.503	SILT FENCE TYPE MS	LIN FT	780	\$4.00	\$3,120.00	\$3.75	\$2,925.00	\$4.00	\$3,120.00	\$4.00	\$3,120.00
88	2575.501	TURF ESTABLISHMENT	LUMP SUM	0.58	\$5,000.00	\$2,900.00	\$4,000.00	\$2,320.00	\$9,500.00	\$5,510.00	\$9,500.00	\$5,510.00
90	2575.504	ROLLED EROSION PREVENTION CATEGORY 25	SQ YD	1,943	\$4.00	\$7,772.00	\$3.00	\$5,829.00	\$4.50	\$8,743.50	\$4.50	\$8,743.50
92	2575.523	RAPID STABILIZATION METHOD 3	MGAL	18	\$250.00	\$4,500.00	\$250.00	\$4,500.00	\$200.00	\$3,600.00	\$200.00	\$3,600.00
95	2582.503	4" BROKEN LINE PAINT	LIN FT	68	\$2.50	\$170.00	\$1.50	\$102.00	\$1.50	\$102.00	\$1.50	\$102.00
96	2582.503	4" SOLID LINE PAINT	LIN FT	680	\$2.00	\$1,360.00	\$1.50	\$1,020.00	\$1.50	\$1,020.00	\$1.50	\$1,020.00
		Total Bridg	e 01542 Non-P	articipating		\$164,027.00		\$184,230.00		\$175,993.25		\$175,962.30

		SAP 001-602-015 Bridge Replacements over Snake River and Unnamed Stream on CSAH 2						orcing, Inc n, MN	Redstone Construction, LLC - Mora, MN		Division of Ma	ructors of Duluth, a thy Construction - Duluth, MN
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
Bridge	01542 Part	ticipating										
2	2021.501	MOBILIZATION	LS	0.5	\$115,000.00	\$57,500.00	\$76,243.00	\$38,121.50	\$140,000.00	\$70,000.00	\$153,604.10	\$76,802.05
29	2401.507	STRUCTURAL CONCRETE (3B52) (P)	CU YD	109	\$1,150.00	\$125,350.00	\$1,196.29	\$130,395.61	\$1,400.00	\$152,600.00	\$1,400.00	\$152,600.00
32	2401.508	REINFORCEMENT BARS (EPOXY COATED) (P)	POUND	51,830	\$1.60	\$82,928.00	\$1.39	\$72,043.70	\$1.55	\$80,336.50	\$1.50	\$77,745.00
33	2401.508	REINFORCEMENT BARS (STAINLESS-75KSI) (P)	POUND	800	\$5.00	\$4,000.00	\$4.60	\$3,680.00	\$4.25	\$3,400.00	\$4.00	\$3,200.00
35	2401.518	BRIDGE SLAB CONCRETE (3YHPC-M) (P)	SQ FT	2,987	\$43.00	\$128,441.00	\$65.76	\$196,425.12	\$68.50	\$204,609.50	\$72.00	\$215,064.00
37	2401.601	STRUCTURE EXCAVATION	LUMP SUM	1	\$10,000.00	\$10,000.00	\$18,000.00	\$18,000.00	\$18,750.00	\$18,750.00	\$33,750.00	\$33,750.00
39	2401.601	SLOPE PREPARATION	LUMP SUM	1	\$15,000.00	\$15,000.00	\$500.00	\$500.00	\$13,500.00	\$13,500.00	\$6,250.00	\$6,250.00
41	2406.504	BRIDGE APPROACH PANELS (P)	SQ YD	294	\$325.00	\$95,550.00	\$342.79	\$100,780.26	\$300.00	\$88,200.00	\$360.00	
45	2451.607	STRUCTURAL BACKFILL (CV) (P)	CU YD	515	\$35.00	\$18,025.00	\$51.00	\$26,265.00	\$51.00	\$26,265.00	\$50.00	\$25,750.00
48	2452.502	C-I-P CONC. TEST PILE 50 FT. LONG, 12"	EACH	2	\$10,000.00	\$20,000.00	\$7,285.00	\$14,570.00	\$8,000.00	\$16,000.00	\$7,500.00	\$15,000.00
49	2452.502	C-I-P CONC. TEST PILE 50 FT. LONG, 16"	EACH	2	\$12,000.00	\$24,000.00	\$16,600.00	\$33,200.00	\$11,000.00	\$22,000.00	\$12,500.00	\$25,000.00
51	2452.502	PILE POINTS 12"	EACH	8	\$350.00	\$2,800.00	\$281.00	\$2,248.00	\$400.00	\$3,200.00	\$360.00	\$2,880.00
53	2452.502	PILE POINTS 16"	EACH	10	\$450.00	\$4,500.00	\$351.00	\$3,510.00	\$500.00	\$5,000.00	\$460.00	\$4,600.00
56	2452.503	C-I-P CONCRETE PILING 12"	LIN FT	240	\$50.00	\$12,000.00	\$53.96	\$12,950.40	\$35.00	\$8,400.00	\$50.00	\$12,000.00
57	2452.503	C-I-P CONCRETE PILING 16"	LIN FT	320	\$60.00	\$19,200.00	\$96.60	\$30,912.00	\$70.00	\$22,400.00	\$90.00	\$28,800.00
59	2475.603	TUBULAR STEEL RAILING TYPE "M" (P)	LIN FT	163	\$250.00	\$40,750.00	\$295.71	\$48,200.73	\$360.00	\$58,680.00	\$345.00	\$56,235.00
63	2502.501	DRAINAGE SYSTEM TYPE (B910)	LUMPSUM	1	\$4.00	\$4.00	\$1,250.00	\$1,250.00	\$2,800.00	\$2,800.00	\$1,850.00	\$1,850.00
65	2511.504	GEOTEXTILE FILTER TYPE 7	SQ YD	670	\$7.00	\$4,690.00	\$5.00	\$3,350.00	\$4.00	\$2,680.00	\$3.25	\$2,177.50
68	2511.507	RANDOM RIPRAP CLASS III	CU YD	315	\$60.00	\$18,900.00	\$100.00	\$31,500.00	\$118.00	\$37,170.00	\$70.00	\$22,050.00
70	2554.502	END TREATMENT TANGENT TERMINAL	EACH	3	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$3,000.00	\$9,000.00	\$3,150.00	\$9,450.00
73	2554.503	TRAFFIC BARRIER DESIGN TRANSITION TYPE 31	LIN FT	113	\$125.00	\$14,125.00	\$101.00	\$11,413.00	\$101.00	\$11,413.00	\$106.00	
74	2554.503	TRAFFIC BARRIER DESIGN TYPE 31	LIN FT	38	\$50.00	\$1,900.00	\$35.00	\$1,330.00	\$35.00	\$1,330.00	\$36.50	\$1,387.00
75	2554.615	IMPACT ATTENUATOR	ASSEMBLY	1	\$35,000.00	\$35,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$31,000.00	\$32,500.00	\$32,500.00
77	2563.601	TRAFFIC CONTROL	LUMPSUM	0.5	\$5,000.00	\$2,500.00	\$12,450.00	\$6,225.00	\$12,500.00	\$6,250.00	\$13,000.00	\$6,500.00
		Total E	Bridge 01542 P	articipating		\$746,163.00		\$826,870.32		\$894,984.00		\$929,408.55
		TO	TALS FOR BRI	DGE 01542		\$910,190.00		\$1,011,100.32		\$1,070,977.25	1	\$1,105,370.85
			MATE FOR BRI		+	7.20,200.00		11.09%		17.67%		21.44%
		TOTALS FOR P	ROJECT SAP 0	01-602-015		\$1,681,413.00		\$1,852,457.81		\$1,968,533.50		\$2,037,300.00
		% OF ESTIMATE FOR P	ROJECT SAP 0	01-602-015				10.17%		17.08%		21.17%

I hereby certify that this is an exact reproduction of bids received.

Certified By: John Welle Distally signed by John Weile Distally signed by John Weile Distall St 2025/10.38 12:35:354-40707 License No. 24340

Date: 11-28-25

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED

November 25, 2025

By Commissioner: xxx

20251125-xxx

Award Contract 20261

WHEREAS, Contract No. 20261 is for construction of SAP 001-602-015, and

WHEREAS, sealed bids were opened for this contract at 2:00 p.m. on Monday, October 27, 2025 with a total of three bids received, and

WHEREAS, S&R Reinforcing, Inc - Aitkin, MN - was the lowest responsible bidder with a bid amount of \$1,852,457.81.

NOW THEREFORE, BE IT RESOLVED, that S&R Reinforcing Inc. be awarded Contract 20261 in the amount of \$1,852,457.81.

BE IT FURTHER RESOLVED, that the chairperson of the Aitkin County Board and the Aitkin County Administrator are hereby authorized and directed to enter into a contract on behalf of Aitkin County with said low bidder upon presentation of proper contract documents

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

XXX MEMBERS PRESENT

All Members Voting xxx

STATE OF MINNESOTA) COUNTY OF AITKIN)

I, David J. Minke, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 25th day of November 2025, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 25th day of November 2025

David J. Minke County Administrator



6C
Agenda Item #

Requested Meeting Date: 11-25-25

Title of Item: Vacate Portion of CSAH 38 Right of Way

✓ REGULAR AGENDA	Action Requested:	Direction Requested
CONSENT AGENDA	Approve/Deny Motion	Discussion Item
INFORMATION ONLY	Adopt Resolution (attach dra *provide	aft) Hold Public Hearing* e copy of hearing notice that was published
Submitted by: John Welle		Department: Highway
Presenter (Name and Title): John Welle, Aitkin County Engineer		Estimated Time Needed: 5 minutes
Summary of Issue:		
of right of way on CSAH 38 that is trial	ngular in shape with sides of approxim	p has requested the vacation of a portion nately 108 feet, 108 feet, and 153 feet date construction of a mobile home on this
After the proposed vacation, a 60-foot is an adequate right of way width in th		rline will remain through this parcel, which
Alternatives, Options, Effects or	Others/Comments:	
Alternatives, Options, Effects of	Tottlers/comments.	
Recommended Action/Motion: Recommend vacation by attached resorthe Board meeting.	olution. An updated resolution contair	ning the legal description will be provided at
Financial Impact: Is there a cost associated with this What is the total cost, with tax and Is this budgeted? Yes		No lain:

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED

November 25, 2025

By Commissioner: xxx

20251125-xxx

Vacate Portion of CSAH 38 Right of Way

WHEREAS, Aitkin County is in possession of a triangular-shaped highway easement through Parcel 16-0-028800, and

WHEREAS, excess portions of right of way can be vacated pursuant to Minnesota Statute 163.11 Subd1 and 4

NOW THEREFORE BE IT RESOLVED, that the portion of right of way as hereinafter described is hereby vacated:

(Legal description)

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

XXX MEMBERS PRESENT

All Members Voting xxx

STATE OF MINNESOTA) COUNTY OF AITKIN)

I, David J. Minke, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the <u>25th day</u> of <u>November 2025</u>, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 25th day of November 2025

David J. Minke County Administrator





Requested Meeting Date: November 25, 2025

Title of Item: Pictometry Eagleview Update

√ REGULAR AGENDA	Action Requested:		Direction Requested
TEGOLAR AGENDA	✓ Approve/Deny Motion		Discussion Item
CONSENT AGENDA	Adopt Resolution (attach draft)		Information Only
	Hold Public Hearing *provide co	لــــا opy of hearing	·
Submitted by:		Departme	
Mike Dangers		Assessor	
Presenter (Name and Title): Mike Dangers, County Assessor			Estimated Time Needed: 5 minutes
Summary of Issue:			
aerial photo program that multiple of resolution photos were funded by the contract the County made with	ty Board approved Pictometry Eagleview county departments use on a daily basis he Recorder's Technology Fund and not Pictometry Eagleview obligated us to oner's Technology Fund does not have a basis.	to improve ou by the Gener e flight in 202	ur service delivery. The higher ral Fund. 23 and gave the option for a
I can provide additional information	during the presentation if Board membe	rs are interes	sted.
	3.		
Alternatives, Options, Effects	on Others/Comments:		
The Board could choose to authorize			
B			
Recommended Action/Motion Affirm there are no funds available			
			^
Financial Impact: Is there a cost associated with to What is the total cost, with tax at Is this budgeted? Yes	and shipping? \$	√ No lain:	0





Requested Meeting Date: November 25, 2025

Title of Item: Reject Bids for ATV Trail Construction

	Action Requested:	Direction Requested
REGULAR AGENDA	✓ Approve/Deny Motion	Discussion Item
CONSENT AGENDA	Adopt Resolution (attach draft)	Information Only
	Hold Public Hearing *provide co	ppy of hearing notice that was published
Submitted by: Dennis (DJ) Thompson		Department: Land
Presenter (Name and Title): Dennis (DJ) Thompson, Land Com	nmissioner	Estimated Time Needed: 5 Minutes
Summary of Issue:		
Bids were opened on October 21, 2 for Phase I of the trail which goes f		he Mille Lacs ATV trail. Construction was of four (4) bids were received. The lowest nding rejecting all of the bids.
Alternatives, Options, Effects	on Others/Comments:	
Recommended Action/Motion Motion to reject all bids for the const October 21, 2025.	n: struction of the Mille Lacs ATV Connector	Trail - Phase I that were opened on
Financial Impact: Is there a cost associated with a What is the total cost, with tax a Is this budgeted?	and shipping? \$	√ No lain:

WIDSETH 7804 Industrial Park Road, Baxter, MN 56425 PHONE 218-829-5117

TABULATION OF BIDS

NAME: Northwoods ATV Trail Extension Phase 1 - Malmo to MN Hwy 65

CLIENT: Aitkin County PROJECT NO: 2020-10981 DATE: October 21, 2025 TIME: 2:00PM

					PROJECT NO:	2020-10981			TIME: 2:00PM					
			ENGINEE	R'S ESTIMATE	D & D Contracti		LinnCo, Inc. 7316 Ridgewoo	nd Pood	DeChantal PO Box 315	Excavating, LLC	S&R Reinf	orcing, Inc. ne Fish Lake Road		
					LIAGUALL	K 3 L311WIATE	214/030111301	I Street NE	7310 Klugewoo	ou Roau				
							East Bethel, N	IN 55011	St. Cloud, MN	56303	Brainerd, N	IN 56401	Aitkin, MN	156431
ITEM	SPEC		CONTRACT	UNIT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT	UNIT	AMOUNT
NO.	NO	ITEM DESCRIPTION	QUANTITY		PRICE		PRICE	1050000300000000	PRICE	120000000000000000000000000000000000000	PRICE	200000000000000000000000000000000000000	PRICE	10 (0000) (010 (010 (010 (010 (010 (010
1	2021.501	MOBILIZATION	1	LUMP SUM	\$30,000.00	\$30,000.00	\$200,000.00	\$200,000.00	\$65,410.68	\$65,410.68	\$152,798.00	\$152,798.00	\$234,210.00	\$234,210.00
2	2101.503	CLEARING AND GRUBBING	22.7	ACRE	\$2,000.00	\$45,400.00	\$8,796.48	\$199,680.10	\$6,828.90	\$155,016.03	\$4,800.00	\$108,960.00	\$8,000.00	\$181,600.00
3	2104.503	REMOVE PIPE CULVERTS	30	LIN FT	\$20.00	\$600.00	\$225.33	\$6,759.90	\$110.64	\$3,319.20	\$55.00	\$1,650.00	\$24.75	\$742.50
4	2105.607	GRANULAR BORROW (CV)	18308 16333	CU YD	\$16.00	\$292,928.00	\$40.34	\$738,544.72	\$45.07	\$825,141.56	\$21.75	\$398,199.00	\$47.39	\$867,616.12
5 6	2108.504	GEOTEXTILE FABRIC TYPE 5 AGGREGATE BASE (CV) CLASS 5	2590	SQ YD CU YD	\$3.00 \$40.00	\$48,999.00 \$103.600.00	\$1.06 \$38.23	\$17,312.98 \$99,015.70	\$5.61 \$110.12	\$91,628.13 \$285.210.80	\$3.65 \$29.75	\$59,615.45	\$3.00	\$48,999.00
7	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2.C)	2590	TON	\$40.00	\$103,600.00	\$38.23 \$433.33	\$99,015.70	\$110.12	\$285,210.80	\$29.75	\$77,052.50 \$8,400.00	\$54.15 \$350.00	\$140,248.50
	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (2,C) TYPE SP 12.5 NON-WEARING COURSE MIXTURE (2,C)	24	TON	\$200.00	\$4,800.00	\$433.33	\$10,399.92	\$407.97	\$9,791.28	\$350.00	\$8,400.00	\$350.00	\$8,400.00 \$8,400.00
9	2401.507	STRUCTURE EXCAVATION	257	CU YD	\$120.00	\$30,840.00	\$56.65	\$10,399.92	\$83.73	\$21,518.61	\$18.35	\$4,715.95	\$38.00	\$9,766.00
10	2401.507	GRANULAR BACKFILL (CV)	400	CUYD	\$30.00	\$12,000.00	\$32.92	\$14,559.05	\$83.73	\$21,518.61	\$18.35	\$4,715.95	\$58.00	\$9,766.00
11	2411.507	14 X 5 PRECAST CONCRETE BOX CULVERT END SECTION	2	EACH	\$20,000.00	\$40,000.00	\$10,867.74	\$21,735.48	\$44,317.07	\$88,634.14	\$23,140.00	\$46,280.00	\$12,325.00	\$21,200.00
12	2412.503	14 X 5 PRECAST CONCRETE BOX CULVERT	22	LIN FT	\$1,700.00	\$37,400.00	\$2,941.09	\$64,703.98	\$3,419.17	\$75,221.74	\$2,898.00	\$63,756.00	\$4,248.00	\$93,456.00
13	2451.507	COARSE AGGREGATE BEDDING (CV)	117	CUYD	\$82.00	\$9,594,00	\$115.20	\$13,478.40	\$154.61	\$18,089.37	\$82.00	\$9,594.00	\$54.15	\$6,335,55
14	2501.502	18" CS PIPE APRON	16	EACH	\$270.00	\$4,320.00	\$269.28	\$4,308.48	\$521.51	\$8,344.16	\$411.00	\$6,576.00	\$465.00	\$7,440.00
15	2502.502	18" CS SAFETY APRONG & GRATE	2	EACH	\$1,500.00	\$3,000.00	\$1,086.70	\$2,173.40	\$1,406.22	\$2,812.44	\$1,344.00	\$2,688.00	\$1,380.00	\$2,760.00
16	2501.502	24" CS PIPE APRON	2	EACH	\$330.00	\$660.00	\$362.34	\$724.68	\$641.06	\$1,282.12	\$618.00	\$1,236.00	\$575.00	\$1,150.00
17	2501.502	48" CS PIPE APRON	2	EACH	\$800.00	\$1,600.00	\$1,569.64	\$3,139.28	\$2,243.10	\$4,486.20	\$1,932.00	\$3,864.00	\$1,915.00	\$3,830.00
18	2501.502	65" SPAC RC PIPE-ARCH APRON	4	EACH	\$3,000.00	\$12,000.00	\$3,345.41	\$13,381.64	\$5,146.66	\$20,586,64	\$3,415.00	\$13,660.00	\$3,889.00	\$15,556.00
19	2501.502	115" SPAN RC PIPE-ARCH APRON	1	EACH	\$8,000.00	\$8,000.00	\$11,964.76	\$11,964.76	\$12,678.64	\$12,678.64	\$8,096.00	\$8,096.00	\$10,004.58	\$10,004.58
20	2501.503	18" CS PIPE CULVERT	230	LIN FT	\$45.00	\$10,350.00	\$84.93	\$19,533.90	\$100.38	\$23,087.40	\$69.40	\$15,962.00	\$91.10	\$20,953.00
21	2501.503	24" CS PIPE CULVERT	20	LIN FT	\$55.00	\$1,100.00	\$160.19	\$3,203.80	\$114.32	\$2,286.40	\$88.15	\$1,763.00	\$185.00	\$3,700.00
22	2501.503	48" CS PIPE CULVERT	30	LIN FT	\$65.00	\$1,950.00	\$202.03	\$6,060,90	\$230.13	\$6,903.90	\$167.60	\$5.028.00	\$265.00	\$7,950.00
23	2501.503	65" SPAN RC PIPE-ARCH CULVERT	48	LIN FT	\$300.00	\$14,400.00	\$531.11	\$25,493.28	\$743.52	\$35,688.96	\$746.60	\$35,836.80	\$1,444.00	\$69,312.00
24	2501.503	115" SPAC RC PIPE-ARCH CULVERT	16	LIN FT	\$700.00	\$11,200.00	\$2,286.95	\$36,591.20	\$1,463.64	\$23,418.24	\$1,398.00	\$22,368.00	\$3,545.00	\$56,720.00
25	2511.507	RANDOM RIPRAP CLASS III	214	CU YD	\$40.00	\$8,560.00	\$209.94	\$44,927.16	\$266.54	\$57,039.56	\$155.00	\$33,170.00	\$125.00	\$26,750.00
26	2520.607	LEAN MIX BACKFILL	8	CU YD	\$240.00	\$1,920.00	\$351.00	\$2,808.00	\$405.75	\$3,246.00	\$525.00	\$4,200.00	\$50.00	\$400.00
27	2540.602	INSTALL BOLLARD	3	EACH	\$500.00	\$1,500.00	\$1,530.88	\$4,592.64	\$582.76	\$1,748.28	\$510.00	\$1,530.00	\$500.00	\$1,500.00
28	2540.602	RELOCATE MAIL BOX	4	EACH	\$100.00	\$400.00	\$156.00	\$624.00	\$174.83	\$699.32	\$210.00	\$840.00	\$150.00	\$600.00
29	2540.603	BOARDWALK (PUNCHEON)	2485	LIN FT	\$80.00	\$198,800.00	\$238.38	\$592,374.30	\$100.86	\$250,637.10	\$449.00	\$1,115,765.00	\$270.00	\$670,950.00
30	2554.502	END TREATMENT-FLARED TERMINAL	2	EACH	\$3,300.00	\$6,600.00	\$520.00	\$1,040.00	\$2,097.96	\$4,195.92	\$100.00	\$200.00	\$100.00	\$200.00
31	2554.503	TRAFFIC BARRIER DESIGN A8307	12.5	LIN FT	\$30.00	\$375.00	\$416.00	\$5,200.00	\$349.66	\$4,370.75	\$190.00	\$2,375.00	\$190.00	\$2,375.00
32	2563.601	TRAFFIC CONTROL	1	LUMP SUM	\$15,000.00	\$15,000.00	\$9,256.00	\$9,256.00	\$10,373.24	\$10,373.24	\$2,400.00	\$2,400.00	\$8,900.00	\$8,900.00
33	2564.602	RELOCATE SIGN	4	EACH	\$100.00	\$400.00	\$312.00	\$1,248.00	\$349.66	\$1,398.64	\$300.00	\$1,200.00	\$150.00	\$600.00
34	2564.518	SIGN PANELS TYPE C	45	SQ FT	\$100.00	\$4,500.00	\$260.00	\$11,700.00	\$291.38	\$13,112.10	\$140.00	\$6,300.00	\$250.00	\$11,250.00
35	2573.503	SILT FENCE, TYPE HI	29350	LIN FT	\$2.50	\$73,375.00	\$1.77	\$51,949.50	\$4.66	\$136,771.00	\$4.00	\$117,400.00	\$4.00	\$117,400.00
36	2573.503	FILTER BERM TYPE 5 (ROCK)	36	EACH	\$50.00	\$1,800.00	\$520.00	\$18,720.00	\$75.76	\$2,727.36	\$255.00	\$9,180.00	\$500.00	\$18,000.00
37	2574.507	COMMON TOPSOIL BORROW	2888	CU YD	\$40.00	\$115,520.00	\$15.50	\$44,764.00	\$20.48	\$59,146.24	\$44.00	\$127,072.00	\$55.00	\$158,840.00
38	2575.605	TURF ESTABLISHMENT	5.4	ACRE	\$5,000.00	\$27,000.00	\$288.89	\$1,560.01	\$11,649.50	\$62,907.30	\$9,995.00	\$53,973.00	\$6,000.00	\$32,400.00
		TOTAL DACE DID				¢1195 201 00		\$2 327 007 07		¢2 411 806 73		¢2 543 403 70		¢2 205 164 25

TOTAL BASE BID \$1,185,291.00 \$2,327,097.07 \$2,411,896.73 \$2,543,403.70 \$2,895,164.25

I hereby certify that this tabulation is a true and correct copy of the bids for the Northwoods ATV Trail Phase I - Malmo to MN Hwy 65.

NAME: Jerephy D. Schwarze REG. NO. DATE





Requested Meeting Date: November 25, 2025

Title of Item: 2026 Appropriations

T DECLILAD ACENDA	Action Requested:	Direction Requested
REGULAR AGENDA	Approve/Deny Motion	Discussion Item
CONSENT AGENDA	Adopt Resolution (attach draft)	
	Hold Public Hearing *provide co	opy of hearing notice that was published
Submitted by:		Department:
Kathleen Ryan		Auditor
Presenter (Name and Title): Kathleen Ryan, County Auditor		Estimated Time Needed: 15 Minutes
Summary of Issue:		
Approve and adopt the final 2026 A	Appropriation amounts included in the 202	26 Budget.
Alternatives, Options, Effects	on Others/Comments:	
Recommended Action/Motion Adopt the attached resolution.	1:	
Financial Impact: Is there a cost associated with a What is the total cost, with tax a Is this budgeted? All items listed on the resolution are	and shipping? \$	□ No lain:

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED

November 25, 2025

By Commissioner: xxx

20251125-xxx

2026 Appropriations

BE IT RESOLVED, that the Aitkin County Board of Commissioners hereby adopts the final appropriation and dues amounts payable in 2026.

Dues		
North Counties Land Use Coordinating Board (10-921.6240)	\$2,000	
MN Rural Counties Caucus (MRCC) (01-44.6844)	\$2,300	
Association of MN Counties (AMC) (01-44.6845)	\$15,477	
Arrowhead Counties (01-44.6846)	\$2,750	
Joint Counties Natural Resource Board (10-921.6240)	\$1,000	
Joint Powers		
East Central Regional Library (Dept 500-500.6801)	\$272,818	
Airport-McGregor (Dept 700-903.6801)	\$17,160	
Airport-Aitkin (Dept 700-903.6800)	\$60,000	
Mississippi Headwaters Board (Dept 600-552.6847)	\$1,500	
Appropriations		
		\$68,849 County Allocation \$7,700 LCWP
Soil and Water (Dept 600-552.6801)	\$81,549	\$5,000 Ag Inspector
C.A.R.E. (Dept 500-502.6848)	\$55,000	
Historical Society (Dept 500-501.6801)	\$26,250	
Historical Society Insurance (Dept 500)	\$6,263	
Ag Society (Dept 600-550.6801)	\$14,000	
Ag Society Capital Improvement (Dept 600-550.6843)	\$10,000	
Ag Society Insurance (Dept 600)	\$11,465	
Support Within Reach (01-44.6847)	\$3,000	
Total Dues & Appropriations	\$582,532	

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

|--|

All Members Voting xxx

STATE OF MINNESOTA) COUNTY OF AITKIN)

I, David J. Minke, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the <u>25th day</u> of <u>November 2025</u>, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 25th day of November 2025

David J. Minke County Administrator



9B
Agenda Item #

Requested Meeting Date: November 25, 2025

Title of Item: 2026 Commissioner Salary Rate

DECLILAR ACENDA	Action Requested:	Direction Requested						
REGULAR AGENDA	Approve/Deny Motion	Discussion Item						
CONSENT AGENDA	Adopt Resolution (attach draft)							
	Hold Public Hearing *provide co	opy of hearing notice that was published						
Submitted by:		Department:						
Kathleen Ryan		Auditor						
Presenter (Name and Title): Kathleen Ryan, County Auditor		Estimated Time Needed: 15 Minutes						
Summary of Issue:								
A resolution is attached to set the 2	2026 Commissioner salary rate. This rep	resents a 3% increase from 2025.						
Alternatives, Options, Effects on Others/Comments:								
Recommended Action/Motion Adopt the attached resolution.	1:							
Financial Impact: Is there a cost associated with to What is the total cost, with tax at Is this budgeted? All items listed on the resolution are	nnd ship <u>pin</u> g? \$	☐ No lain:						

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED

November 25, 2025

By Commissioner: xxx

20251125-xxx

2026 Commissioner Salaries

BE IT RESOLVED, the Aitkin County Board of Commissioners set the 2026 County Commissioner's salary at \$38,693.03. Commissioners are not eligible to receive per diems from Aitkin County. Per diems may be accepted from other organizations in accordance with the law and the Aitkin County Code of Ethics.

Commissioner xxx seconded the adoption of the resolution, and it was declared adopted upon the following vote

XXX MEMBERS PRESENT

All Members Voting xxx

STATE OF MINNESOTA) COUNTY OF AITKIN)

I, David Minke, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 25th day of November 2025, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 25th day of November 2025

David Minnke County Administrator





Requested Meeting Date: November 25, 2025

Title of Item: Off Sale Liquor License OM Malmo, LLC dba Malmo Market

[] DECLUADACENDA	Action Requested:	Direction Requested
REGULAR AGENDA	Approve/Deny Motion	Discussion Item
CONSENT AGENDA	Adopt Resolution (attach draft)	
	Hold Public Hearing *provide co	opy of hearing notice that was published
Submitted by:		Department:
Kathleen Ryan		Auditor
Presenter (Name and Title): Kathleen Ryan, County Auditor		Estimated Time Needed: 10 Minutes
Summary of Issue:		
	d vote: Application for a new County Off S Imo Township for a period of November 2	
This establishment has an address	of 32060 220th St Aitkin, MN 56431	
Alternatives, Options, Effects	on Others/Comments:	
	ale Liquor License - OM Malmo, LLC dba	Malmo Market
Recommended Action/Motion		o Malma Market
Motion to Adopt Resolution for Off	Sale Liquor License - OM Malmo, LLC db	а магмо магкет
Financial Impact:		
Is there a cost associated with		✓ No
What is the total cost, with tax a string triangle is this budgeted?		lain:
1.2 4.1.5 2.4 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5 2.5	. 10000 EAP	

CERTIFIED COPY OF RESOLUTION OF COUNTY BOARD OF AITKIN COUNTY, MINNESOTA

ADOPTED

November 25, 2025

By Commissioner: xxx

20251125-xxx

Off Sale Liquor License - OM Malmo, LLC dba Malmo Market

NOW THEREFORE BE IT RESOLVED, the Aitkin County Board of Commissioners agrees to approve the following new liquor license for a period of November 25, 2025 - December 31, 2025:

"OFF" Sale:

Application for new County Off Sale Liquor License for OM Malmo, LLC dba Malmo Market. – Malmo Township

This establishment has an address of 32060 220th St, Aitkin, MN 56431

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

XXX MEMBERS PRESENT

All Members Voting xxx

STATE OF MINNESOTA) COUNTY OF AITKIN)

I, David J. Minke, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 25th day of November 2025, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 25th day of November 2025

David J. Minke County Administrator





Requested Meeting Date: November 12, 2025

Title of Item: Economic Development Update - Information Only

A DECLILAD ACENDA	Action Requested:	Direction Requested				
REGULAR AGENDA	Approve/Deny Motion	Discussion Item				
CONSENT AGENDA	Adopt Resolution (attach draft)					
	Hold Public Hearing *provide co	ppy of hearing notice that was published				
Submitted by:		Department:				
Mark Jeffers		Economic Development				
Presenter (Name and Title): Mark Jeffers, Economic Development	ent Coordinator	Estimated Time Needed: 15 minutes				
Summary of Issue:		-				
Economic Development staff will p provided at the meeting.	resent an update on Economic Developm	nent Priorities. A presentation will be				
Alternatives, Options, Effects	on Others/Comments:					
Recommended Action/Motion Discussion only	1:					
Financial Impact: Is there a cost associated with a What is the total cost, with tax a Is this budgeted?	and shipping? \$	√ No Jain:				

AITKIN COUNTY ECONOMIC DEVELOPMENT UPDATE



Mark Jeffers

Aitkin County Economic Development Coordinator

Naturally Better.

Housing

- 1. Bunker Hill Apartments
- 2. Bunker Hill Senior complex
- 3. McGregor Developments
- 4. MN Housing Participation Program
- 5. 6 current development opportunities
- 6. 2 builder incentive applications being reviewed by the ED Committee



									For li	ntormational Purj	poses Uniy			
2025 MCPP Usage Report 1.16.2025 - 11.30.2025 (Applies to Start Up Program Loans Only)			**Additional Start Up Loans Step Up Loans Fix Up		Fix Up Loans Total Loan Activity		an Activity	Downpayment and Closing Cost Loans						
Applicant Name	Allocation Amount	Committed Loans	Committed Amount	% of Usage	Committed Loans	Committed Amount	Committed Loans	Committed Amount	Committed Loans	Committed Amount	Committed Loans	Committed Amount	% of First Mortgage	Total Amount of Downpayment
Aitkin	\$ 303,410	6	\$1,014,937	335%	1	\$ 96,000	1	\$ 91,000	2	\$ 37,520	10	\$1,239,457	80%	\$ 118,500

^{*}Participants must use at least 50% of their allocation by the end of the program year in order to participate next year.





[&]quot;Not MCPP Eligible. Borrower income is above 80% of Area Median Income.

Childcare

- 1. Aitkin County now has 3 Childcare Centers: McGregor, Tamarack and Aitkin
- 2. It takes private business commitment: *Talon is now offering a childcare incentive to employees covering 50% of costs if they utilize The Learning Center (TLC) childcare facility.*
- 3. At home childcare providers, Aitkin County 2025:

Childcare Businesses	2023	2024	2025	2026 (proj)
At Home Childcare Aitkin County	19	21	11	11
Childcare Centers	1	2	3	3

2 retired

2 closed (health)

2 moved out of County

3 closed (other)

1 upgraded to Center

Childcare Slots									
2023	2024	2025	2026 (proj)						
266	294	154	154						
49	98	147	147						
315	392	301	301						

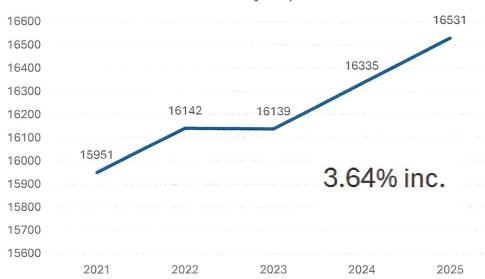
14 slots Family

49 slots Center

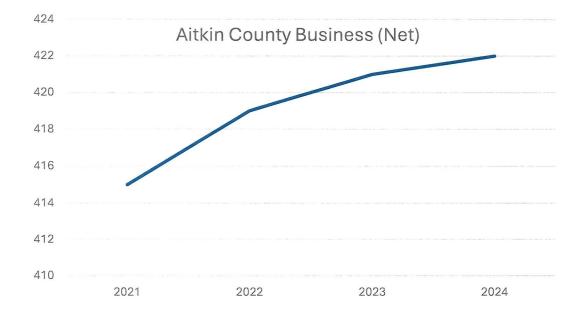


Business Retention and Expansion









All data comes directly from the FRED QCEW series for Aitkin County. FRED

Recreation and Tourism

Minnesota - Aitkin County								
	Year							
Impact	2019	2020	2021	2022	2023	2024	Growth	
Visitor Spending (\$ millions)	\$43.4	\$40.6	\$44.9	\$44.0	\$44.9	\$46.6	3.8%	
Lodging*	\$27.0	\$28.3	\$29.6	\$26.6	\$27.0	\$27.7	2.5%	
Food and Beverage (F&B)	\$6.3	\$4.6	\$5.6	\$6.4	\$6.5	\$7.0	6.7%	
Recreation	\$2.5	\$1.9	\$2.2	\$2.6	\$2.7	\$3.1	13.5%	
Retail	\$2.7	\$2.3	\$2.7	\$2.9	\$2.9	\$3.0	4.1%	
Transportation**	\$4.8	\$3.6	\$4.7	\$5.6	\$5.7	\$5.8	2.3%	

^{*}Lodging spending includes second-home spending

Direct visitor spending and impact by year and cateogry - single county view

Minnesota - Aitkin County									
Employment (number of jobs)	2023	2024							
Direct	274	285							
Total	380	388							
Income (\$ millions)									
Direct	\$8.9	\$9.3							
Total	\$15.5	\$15.8							
State Tax Revenue (\$ millions)									
Direct	\$2.8	\$2.9							
Total	\$4.1	\$4.2							
Local Tax Revenue (\$ millions)									
Direct	\$1.4	\$1.5							
Total	\$2.0	\$2.1							



^{**}Transportation spending includes both ground and air transportation

Outreach

- September 10-12 AMC Fall Conference
- o September 17: IRRR State of the Range meeting
- September 26: MAPCED Quarter 3 meeting
- September 29: Northspan Board recruitment meetings
- October 3: Marketing Mornings Watch Party
- October 3: IRRR/Aitkin County tour: Angie's Acres- Palisade City Meats
- October 5: host AMC lunch and learn- ED projects
- October 10: AMC Board Meeting- MAPCED presentation
- o October 15: APT business breakfast
- October- December- Leading on Purpose leadership training
- October 30: Initiative Foundation-Initiators Fellowship Finalist Day (interviewer)
- October 31: Mississippi Headwaters Board Annual Conference- Breezy Point
- o November 3: IRRR/Aitkin County tour
- November 6: HHS Advisory presentation- public health and economic development
- November 7: Marketing Morning SBDC watch party
- November 12: Minnesota Association of Workforce Boards meeting St. Paul
- November 19: Itasca/Regional 10-year strategic plan- virtual

Where do we go from here?



- . Complete tax abatement update for Senior complex
- 2. Utilize HTF dollars for builders
- 3. Support McGregor projects to move forward
- 4. Build houses in McGregor
- 5. Execute the 2026 Revitalization Grant Program
- 6. Execute the 2026 BD&R Grant Program
- 7. Focus on Family Childcare opportunities
- 8. AMC annual conference workshop presentations



10B
Agenda Item #

Requested Meeting Date: November 25, 2025

Title of Item: Approve Agreement. Minnesota Housing Finance Agency **Action Requested: Direction Requested REGULAR AGENDA** Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Information Only Hold Public Hearing *provide copy of hearing notice that was published Submitted by: **Department:** Mark Jeffers **Economic Development** Presenter (Name and Title): **Estimated Time Needed:** Mark Jeffers, Economic Development Coordinator 5 minutes **Summary of Issue:** Minnesota Housing manages the Minnesota City Participation Program (MCPP), which uses the Tax Exempt Bond Housing Pool Allocation authorized by the Office of Minnesota Management and Budget (MMB) to enable communities throughout the state to efficiently provide first-time home buyer loans in their community without the administrative burden of running their own bond program. The first-time home buyers access the program through their local lenders and have access to down payment and closing cost assistance if needed. 2026 would be our third year of participation in this program. Through October of 2025, Aitkin County residents have received \$118,500. in first time homeowner down payment and closing cost assistance. The Economic Development Committee recommends approval to execute this program. The County Attorney has reviewed all documents and find them proper to form. Alternatives, Options, Effects on Others/Comments: Recommended Action/Motion: Motion to approve Aitkin County Economic Development to participate in the program for 2026 and grant the County Administrator approval to sign the agreement. Financial Impact: *Is there a cost associated with this request?* Yes What is the total cost, with tax and shipping? \$ Yes No Is this budgeted? Please Explain:

MINNESOTA HOUSING FINANCE AGENCY MINNESOTA CITY PARTICIPATION PROGRAM

PROGRAM APPLICATION COMMITMENT AGREEMENT

THIS APPLICATION AND AGREEMENT (this "Agreement") is between Aitkin County(the "City"), with its office at 307 2nd St NW, Room 316, Aitkin, MN 56431 and Minnesota Housing Finance Agency ("Minnesota Housing"), with its office at 400 Wabasha Street North, Suite 400, St. Paul, MN 55102.

RECITALS:

- A. Minnesota Housing, under the provisions of Minn. Stat. §474A.061, Subd. 2a is authorized to issue qualified mortgage bonds, as that term is used in the Internal Revenue Code of 1986, as amended (the "Code"), on behalf of the City, and it will issue bonds for that purpose (the "Bonds").
- B. The City applying to participate is a Minnesota city, county, city or county housing and redevelopment authority, economic development authority, port authority or a consortium of local government units, as defined by Minn. Stat. §474A.061, Subd. 2a(c) and Minn. Stat. §462C.02, subd. 6.
- C. Minnesota Housing has implemented Minnesota Housing Finance Agency Minnesota City Participation Program (the "Program") and will use a portion of the proceeds from the issuance of the Bonds to fund the Program.
- D. The City has requested and received a set-aside of funds from the Program.
- E. The City wishes to obtain a commitment by Minnesota Housing to direct Minnesota Housing's designated Master Servicer (the "Master Servicer") to purchase mortgage notes ("Mortgages") that will be originated by a lender or lenders that meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds (collectively, the "Lender").
- F. Mortgages that the Master Servicer purchases pursuant to the commitment requested by the City must only be for residences located within a geographic area to be established and designated by the City.
- G. Minnesota Housing is willing to issue a commitment agreeing to purchase Mortgage-Backed Securities backed by Mortgages that are: (i) originated by the Lender; (ii) purchased by the Master Servicer; (iii) in accordance with the terms and conditions of this Agreement, the Program, and the Start Up Procedural Manual to be supplied by Minnesota Housing (the "Procedural Manual"), the provisions of which are hereby incorporated by reference into this Agreement as if set forth in full herein; and (iv) made to borrowers with adjusted incomes not exceeding the greater of 80 percent of statewide or area median income as calculated by Minnesota Housing.

NOW, THEREFORE, in consideration of the covenants contained in this Agreement, Minnesota Housing and the City agree as follows:

- 1. **City Requirements.** All Mortgages submitted to Minnesota Housing for purchase under the Program must comply with all of the requirements of the Program, the Procedural Manual and this Agreement.
- 2. **Commitment and Commitment Amount.** The City, which applied in January 2026 for a commitment, hereby requests that Minnesota Housing cause its Master Servicer to purchase Mortgages that have been originated by the Lender and meet the requirements of, and are made in accordance with the provisions of, this Agreement, the Program, and the Procedural Manual. Minnesota Housing, by accepting this Agreement, commits to the purchase of those Mortgages in the aggregate principal amount (the "Commitment Amount") to be determined and allocated

by Minnesota Housing in accordance with Minnesota Statutes §474A.061, Subd. 2a(d), and provided to the City.

The Master Servicer will only purchase Mortgages pursuant to this Agreement securing property that, and borrowers who, satisfy the requirements and provisions of this Agreement, the Program, and the Procedural Manual. The City acknowledges that the commitment is effective upon the approval thereof by Minnesota Housing and the delivery of a copy of this Agreement by Minnesota Housing to the City.

- 3. **Lender Qualifications.** Lenders must meet Minnesota Housing requirements for participation in programs funded by qualified mortgage bonds.
- 4. **Commitment Term.** The term of this Agreement and the City's participation in the Program (the "Commitment Term") will commence on January 16, 2026 and shall continue through November 30, 2026. This Agreement, and the City's participation in the Program, will automatically terminate, without the need for any action by either party hereto, at the end of the Commitment Term.
- 5. **Set-Aside Term.** The Commitment Amount will be set-aside and held by Minnesota Housing for the sole use by the City for a period of time to be established by Minnesota Housing, in its sole option and discretion, provided, however, that time period will not be less than six months (the "Set-Aside Term") commencing on a date to be selected and specified by Minnesota Housing. Minnesota Housing will notify the City in writing of the date on which the Set-Aside Term commences.

Any portion of the Commitment Amount not reserved for the purchase of qualifying Mortgages as of the end of the Set-Aside Term shall be canceled and returned to Minnesota Housing for redistribution under the Program. In addition, any portion of the Commitment Amount reserved for Mortgages that are not delivered to the Master Servicer for purchase within the time period delineated in the Procedural Manual for that purchase, will be canceled and Minnesota Housing will redistribute that amount under the Program. Minnesota Housing may make any funds available to the Program at the end of the Commitment Term for mortgage loans that are eligible to be financed with proceeds of the Bonds.

- 6. **Commitment Fees.** There is no commitment fee payable by the City for the commitment by Minnesota Housing to the purchase by the Master Servicer of qualifying Mortgages.
- 7. **Purchase Price.** The purchase price of each Mortgage to be purchased by the Master Servicer pursuant to this Agreement will be as set forth in the requirements of the Procedural Manual and posted on Minnesota Housing's website.
- 8. **Mortgage Terms.** The terms and conditions for all Mortgages, including but not limited to the interest rate, will be set from time to time by Minnesota Housing, at its sole option and discretion, and communicated to the Lender in accordance with the procedures set forth in the Procedural Manual.
- 9. **Area Limitation.** Minnesota Housing, pursuant to this Agreement, is required to purchase only those Mortgages that are for residences located within a geographic area to be established and designated by the City.
- 10. **Servicing.** The servicing of Mortgages shall be the sole responsibility of the Master Servicer or one or more other entities that Minnesota Housing may designate in its sole discretion.
- 11. **Contract Documents.** The purchase by the Master Servicer of each Mortgage pursuant to Minnesota Housing's commitment is a contract consisting of this Agreement and the provisions and requirements contained in the Procedural Manual, with all amendments and supplements thereto in effect as of the date of Minnesota Housing's acceptance of this Agreement.

- 12. **Paragraph Captions and Program Headings.** The captions and headings of the paragraphs of this Agreement are for convenience only and will not be used to interpret or define the provisions thereof.
- 13. **Applicable Law.** This Agreement is made and entered into in the State of Minnesota, and all questions relating to the validity, construction, performance and enforcement hereof will be governed by the laws of the State of Minnesota.
- 14. **Agreement Conditional Upon Minnesota Housing Approval.** This Agreement will be a binding obligation of Minnesota Housing upon its execution by Minnesota Housing and delivery of a copy of the same to the City; provided, however, Minnesota Housing may, in its sole option and discretion, any time on or after January 16, 2026 revoke such obligation and terminate this Agreement if the City has not fully executed and returned a fully executed original hereof to Minnesota Housing. That revocation and termination will be accomplished and evidenced by Minnesota Housing notifying the City thereof by way of a "Certified Letter Return Receipt Requested" addressed and delivered to the City. Upon revocation and termination this Agreement will be null and void and of no force or effect.
- 15. **Issuance of Bonds.** The City hereby authorizes Minnesota Housing to issue, on behalf of the City, qualified mortgage bonds, as that term is used in the Code, in an amount equal to the Commitment Amount, and Minnesota Housing agrees to issue those bonds if and when federal law authorizes and Minnesota Housing deems it is economically feasible to do so.

(THE REMAINING PORTION OF THIS PAGE IS INTENTIONALLY LEFT BLANK)

		as executed	this Agreement this ${(Day)}$ day of
(Month)	(Year)		
		By: _	(Signature of Authorized Officer)
		-	(Name of Authorized Officer)
		Ву: _	(Signature of Authorized Officer)
		-	(Name of Authorized Officer)
	Minnesota Ho	using APP	PROVAL
Minnesota Housir Agreement and approves			ve Program Application-Commitment program.
	MI	NNESOTA	HOUSING FINANCE AGENCY
	By:	Kavla S	chuchman
	Its:	15	Commissioner, Single-Family Division
Signed this day of _	, 2026.		

4

Minnesota Housing 2026 Minnesota City Participation Program (MCPP) Application

Ainnesota Housing must receive your application by email between January 2-15, 2026 at 5:00

Please provide all the information below. **Agency Contact Information** Aitkin County Government Agency Name: Contact Person: Mark Jeffers Mailing Address: 307 2nd St NW #316 same Physical Address: State: MN Website: naturallybetterhere.com City: Aitkin Zip: 56431 Phone #: 218.513.6188 E-Mail: mark.jeffers@aitkincountymn.gov **Administrative Information** City City HRA/CDA/EDA County HRA/ 1. Check agency type: Multi-County HRA: Receive single allocation for all counties within your jurisdiction Consortium of local government units applying jointly by agreement (please submit evidence of agreement with this application, even if you provided one in previous years). 2. List the legal name(s) of all cities and counties where the funds will be utilized. For county and multicounty applications, only list the counties. AitkinCounty- cities of Aitkin, Hill City, Malmo, McGrath, McGregor, Palisade, Tama 3. Check the box below to confirm this statement: MCPP helps the community meet an identified housing need and the program is economically viable. Does your City (or County) offer a down payment program or other homeownership assistance? Yes If yes, list program names (For informational purposes only; does not impact your application status): Provide authorized signature(s) from the organization submitting this application, including printed or typewritten name, title and phone number. Scan original and email application to mn.housing@state.mn.us (Original not needed). Signature County Administrator Name (Print) david.minke@aitkincounty David J. Minke Phone number or check here if same as above. E-mail or check here if same as above. **Program and Contact Information** Minnesota Statute sets Borrower Income Limits and House Purchase Price Limits. Minnesota Housing makes

Questions about MCPP or this application? Contact Greg Krenz at (651)297-3623 or greg.krenz@state.mn.us

final determinations of the total amount of program funds available and individual allotments (in compliance with

a per capita distribution method specified in statute).



Board of County Commissioners Agenda Request



Requested Meeting Date: November 25, 2025

Title of Item: Information Only. Strategic Plan- Revitalization Update

√ REGULAR AGENDA	Action Requested:	Direction Requested		
TEGGEAR AGENDA	Approve/Deny Motion	Discussion Item		
CONSENT AGENDA	Adopt Resolution (attach draft)			
	Hold Public Hearing *provide co	ppy of hearing notice that was published		
Submitted by:		Department:		
Mark Jeffers		Economic Development		
Presenter (Name and Title): Mark Jeffers, Economic Developme	ent Coordinator	Estimated Time Needed: 15 minutes		
Summary of Issue:				
Economic Development staff will progression	resent an update on Revitalization and St	trategic Plan projects.		
Alternatives, Options, Effects on Others/Comments:				
Recommended Action/Motion Information only	1:			
Financial Impact: Is there a cost associated with to What is the total cost, with tax a Is this budgeted? Yes	and ship <u>ping</u> ? \$	✓ No lain:		

AITKIN COUNTY STRATEGIC PLAN UPDATE



Mark Jeffers

Aitkin County Economic

Development Coordinator

Naturally Better.

Strategic Plan

	Goal #	# Completed	Completion %
Annual Goals	20	15	75%
Goals to be completed by December 2025	9	7	78%
2025 YTD	29	22	76%
Goals to be completed by December 2026	6	0	0%
Goals to be completed by December 2027	1	0	0%
Totals	36	22	61%



- 7 goals yet to be completed for 2025.
- 6 of the 7 are end of year measurements.
- All goals for 2025 and annual are in progress.

Strategic Plan

Community Engagement & Economic Development	Goal	Start Date	Timeline	Status
Foster Business Growth	Track # of new business with 10%+ goal annually	2025	Annual	In Progress
	Annual Tax Base growth on new development annually	2025	Annual	In Progress
Elevate Long Lake Conservation Center	10% increase of student participation in each year	2025	Annual	In Progress
	Increase revenue growth to maintain financial solvency	2025	Annual	In Progress
Explore Development of an EMS Taxing District	Present options to the Board of Commissioners on outcomes by December 2025	2025	Completion by December 2025	In Progress
	Hold department-led information sessions quarterly	2025	Annual	In Progress
	Increase annual savings identified in GE Workouts year over year	2025	Annual	In Progress



- 7 goals yet to be completed for 2025.
- 6 of the 7 are end of year measurements.
- All goals for 2025 and annual are in progress.

Strategic Plan Highlights

Community Engagement & Economic Development	Goal	Start Date	Timeline	Status •	Who
Optimize Land Use Ordinances	Review a minumum of three current ordinances for refinement per year	2025	Annual	Complete for 2025	Andrew Carlstrom
	Completion of an economic impact study for Northwood ATV Trail System in 2025	2025	Completion by December 2025	Complete	Dennis Thompson/ Mark Jeffers
Unified Approach to Effectiveness	Goal	Start Date	Timeline	Status	Who
Showcase County Value & Resources	Weekly podcast distribution throughout strategic plan timeline	2025	Annual	Complete for 2025	Mark Jeffers
Talent Acquisition, Development & Well- being	Goal		Timeline	Status	Status
Showcase the Aitkin County Advantage	Completion of a recruiting video by December 2026	2025	Completion by December 2025	Complete	Bobbie Danielson
Modernize Onboarding for Efficiency	Complete a GE Workout on the onboarding process	2025	Completion by December 2025	Complete	Bobbie Danielson
Transform Review into Mentorship	Launch Career Coaching pilot in 2025	2025	Completion by December 2025	Complete	Bobbie Danielson



Community Engagement & Economic Development	Goal	Start Date	Timeline	Status	Who
Foster Business Growth	Track # of new business with 10%+ goal annually	2025	Annual	In Progress	Mark Jeffers
	Annual Tax Base growth on new development annually	2025	Annual	In Progress	Mark Jeffers Kathleen Ryan
Develop Senior & Workforce Housing	Create tracking of new housing developments	2025	Completion by December 2025	Complete	Mark Jeffers
	Utilization of the Housing Trust Fund (50% expended by year 2)	2026	Completion by December 2026	2026	Mark Jeffers
Optimize Land Use Ordinances	Review a minumum ofthree current ordinances for refinement per year	2025	Annual	Complete for 2025	Andrew Carlstrom
Drive Growth while Preserving Natural Resources	Increase ATV annual visits	2025	Annual	Complete for 2025	Dennis Thompson
	Completion of an economic impact study for Northwood ATV Trail System in 2025	2025	Completion by December 2025	Complete	Dennis Thompson/ Mark Jeffers
Elevate Long Lake Conservation Center	10% increase of student participation in each year	2025	Annual	In Progress	Dennis Thompson/Dave McMillan
	Increase revenue growth to maintain financial solvency	2025	Annual	In Progress	Dennis Thompson/Dave McMillan
Explore Development of an EMS Taxing District	Present options to the Board of Commissioners on outcomes by December 2025	2025	Completion by December 2025	In Progress	Administrator
Enhance Community Engagement & Responsiveness	Develop and pilot customer/community survey by December 2026	2026	Completion by December 2026	2026	Sarah Pratt/Mark Jeffers
Empower Senior Engagement	Present investigation of senior volunteer network to the Aitkin County Board of Commissioners by December 2025	2025	Completion by December 2025	Complete	Administrator
Promote Community Identity	10% increase annually in viewers, followers and general social media engagement	2025	Annual	Complete for 2025	Mark Jeffers

Unified Approach to Effectiveness	Goal	Start Date	Timeline	Status	Who
Develop Strategic Dashboard	Development of the Dashboard in 2025	2025	Completion by December 2025	Complete	Mark Jeffers
	Quarterly updates to the Board of Commissioners on progress of County Initiatives	2025	Annual	Complete for 2025	Mark Jeffers
Foster Interdepartmental Learning & Cohesion	Hold two annual County-wide events	2025	Annual	Complete	Wendie Bright/Department Heads
	Hold department-led information sessions quarterly	2025	Annual	In Progress	Revitalization Core Team
Showcase County Value & Resources	Weekly podcast distribution throughout strategic plan timeline	2025	Annual	Complete for 2025	Mark Jeffers
	Distribute the economic development newsletter throughout the strategic plan timeline	2025	Annual	Complete for 2025	Mark Jeffers
	Quarterly submission of articles to local newspapers by departments	2025	Annual	Complete for 2025	Administrator/Department Heads

Talent Acquisition, Development & Well- being	Goal		Timeline	Status	Status
Showcase the Aitkin County Advantage	Completion of a recruiting video by December 2026	2025	Completion by December 2025	Complete	Bobbie Danielson
	Attend at least one regional career fair per year	2025	Annual	Complete for 2025	Bobbie Danielson
	Update Human Resources webpage by December 2025	2025	Completion by December 2025	Complete	Bobbie Danielson
Modernize Onboarding for Efficiency	Complete a GE Workout on the onboarding process	2025	Completion by December 2025	Complete	Bobbie Danielson
Transform Review into Mentorship	Launch Career Coaching pilot in 2025	2025	Completion by December 2025	Complete	Bobbie Danielson
	5 or more departments in 2026	2026	Completion by December 2026	2026	Bobbie Danielson
	8 or more departments in 2027	2027	Completion by December 2027	2027	Bobbie Danielson
Empower Strength-Based Growth	100% leadership team participation in Gallup Strengthfinder training by December 2026	2026	Completion by December 2026	2026	Bobbie Danielson
	Incrementally increase the number of employees who have completed Gallup Strengthfinder training	2026	Completion by December 2026	2026	Bobbie Danielson
	Include Gallup Strengthfinder training into the onboarding process for new employees	2026	Completion by December 2026	2026	Bobbie Danielson
Support Employee-Driven Process Innovation	Launch second group of GE Workout training in 2025, 3rd group in 2026	2025	Annual	Complete for 2025	Revitalization Core Team
	Respond to GE Workout requests within 5 days of submission	2025	Annual	Complete for 2025	Revitalization Core Team
	Increase annual savings identified in GE Workouts year over year	2025	Annual	In Progress	Revitalization Core Team
Prioritize Leadership Development	Require Department Heads and Supervisors to attend a leadership training once every 3 years	2025	Annual	Complete for 2025	Bobbie Danielson
	Offer at least one half-day (or longer) onsite leadership and potential leaders training program annually	2025	Annual	Complete	Bobbie Danielson
	Complete survey of employees to determine if we are creating an innovative & supportive work culture	2025	Annual	Complete	Bobbie Danielson



Board of County Commissioners Agenda Request

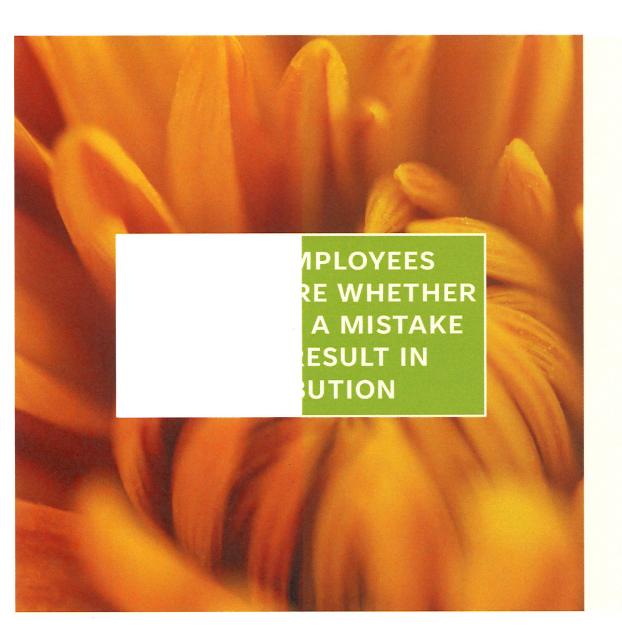


Requested Meeting Date: November 25, 2025

Title of Item: H&HS Psychological Safety Survey Results & Team Updates **Action Requested:** Direction Requested **REGULAR AGENDA** Approve/Deny Motion Discussion Item **CONSENT AGENDA** Adopt Resolution (attach draft) Information Only Hold Public Hearing *provide copy of hearing notice that was published Submitted by: Department: Paula Arimborgo **H&HS** Administration Presenter (Name and Title): **Estimated Time Needed: H&HS** Revitalization Team 20 minutes Summary of Issue: The H&HS Revitalization Team will present the results of the second Psychological Safety Survey, highlighting key improvements and progress since the first survey. In addition, a representative from each of the four teams formed in response to the initial survey results will provide a brief summary of their team's mission, "Who We Are" statement, and the work they have been focusing on to support psychological safety and organizational well-being. Alternatives, Options, Effects on Others/Comments: Recommended Action/Motion: Financial Impact: Is there a cost associated with this request? Yes What is the total cost, with tax and shipping? \$ Is this budgeted? Yes No Please Explain:

PSYCHOLOGICAL SAFETY





- Baseline Survey showed uncertainty and fear in areas such as organizational design, team learning and supervisor/manager behavior
- Key gaps included: adapting to workload shifts, transparency in decision-making, collaboration, ability to raise concerns, and how supervisors handled conflict.

WHAT WE DID



CLIFTON STRENGTHS FINDER



Executing
Influencing
Relationship Building
Strategic Thinking

EMPLOYEE-DRIVEN SOLUTIONS

CARE CONVENING TEAM

THE ADAPTABLES

AUDIBLE PLAYMAKER

CLARITY PORTAL



THE ADAPTABLES

What: Employees who join this team will prototype, test, and improve a flexible workload and workplace that utilizes individual strengths to support employee growth and well-being during workload fluctuations.

Why: To strategically anticipate and manage workload fluctuations offer employees challenging assignments that align with their strengths and career ambitions. This system aims to stabilize workloads and provide recovery periods after busy periods (parasympathetic well-being).

ACTION TO DATE:

- PLAN TO CONDUCT GE WORKOUTS WITHIN ACHHS AS THEY ARE SUBMITTED.
- ENCOURAGING NEW STAFF TO BE TRAINED IN FACILITATION OF GE WORKOUTS AS IT IS A TRAINING
 OPPORTUNITY THAT EMPOWERS EMPLOYEES TO CREATE MEANINGFUL, VISION CENTERED AND ENGAGING
 WORK. STAFF ARE TAUGHT STRATEGIES TO LEARN HOW TO REDUCE BURDENSOME AND INEFFECTIVE
 PROCESSES WHICH CAN LEAD TO INCREASED EMPLOYEE ENGAGEMENT AND FULFILLMENT.
- COORDINATION WITH CARE CONVENING TEAM TO DISCUSS EMPLOYEE SATISFACTION AND EMPLOYEE SUPPORTS.
- CREATION OF A LIST OF EXPERTS OR CHAMPIONS FOR PEOPLE TO REACH OUT TO DURING THE REMOTE WORK PERIOD FOR ASSISTANCE WITH SYSTEMS SUCH AS CASEWORKS, SSIS, MMIS, MAXIS, MNCHOICES, TEAMS, ETC.
- BRAINSTORMING AROUND PROCESSES OR SERVICES (COULD ANY SERVICES BE OUTSOURCED) VS. POLICIES/MANDATED SERVICES INTERNALLY AT ACHHS IN EACH DEPARTMENT.
- DISCUSSIONS AROUND CROSS TRAINING SOME STAFF TO FILL IN AREAS DURING STAFFING SHORTAGES.
- STREAMLINED PROCESSES PRIOR TO REMODEL FOR EASIER TRANSITIONS.
- ASSISTING TO SUPPORT STAFF WITH CHANGE FATIGUE PRIOR TO AND DURING THE REMODEL AT HHS.

AUDIBLE PLAYMAKERS

WHO WE ARE:

AUDIBLE PLAYMAKERS IS A GROUP ASSEMBLED TO PROTOTYPE, TEST AND IMPROVE A DECISION-MAKING PLAYBOOK. THE PURPOSE IS TO HAVE A STANDARD AND TRANSPARENT DECISION-MAKING PROCESS THAT WOULD INCLUDE THE ROLES, AUTHORITY, CRITERIA, AND PRIORITIZATION METHODS (WHEN FACING RESOURCE TRADEOFFS).

THIS IS A GROUP OF EMPLOYEES SO THIS SHOULD IMPROVE TRANSPARENCY AND INCLUSION FOR THE PROCESS. WE WANT TO BOOST BUY IN FOR THE PROCESS AND CONFIDENCE THAT THERE IS APPRECIATION OF EMPLOYEE VOICE.

WHAT WE ARE WORKING ON

Audible Playmakers identified decision types including the subject matter, roles, authority levels, criteria, prioritization methods and avenues for employee input.

We have developed what we call our "imperfect Playbook" and recently gave it to Health and Human Services for implementation. We are asking for input on the process collecting feedback on its usability, effectiveness and clarity. We will continue to refine and improve the playbook, ensuring that it meets our needs and effectively guides our decision—making process.

<u>Personal Advocacy:</u> developing the confidence and humility to voice one's truth and ask for help.

<u>Growth Mindset:</u> embracing the humanity, imperfections, and mistakes of ourselves and others with deep care and in service to collective learning and development. .

Healthy Expectations: setting healthy growth expectations over unrealistic punitive expectations set by other people or organizations.

<u>Self-Care:</u> unapologetically and genuinely caring for oneself and supporting self-care in others, not as separate from, but *in service to* the common good.

CARE CONVENING

Employees who join this team will prototype, test, and improve all-staff convenings (every other month) that set aside differences in authority and expertise and invite diverse human perspectives into dialogue around shared developmental themes

TO CULTIVATE
CRITICAL SOCIAL
SUPPORT AND
INSPIRE COLLECTIVE
GROWTH IN CRITICAL
AREAS THAT ARE
LINKED TO
PSYCHOLOGICAL
SAFETY, WELL-BEING,
EFFECTIVE
LEADERSHIP, AND
TALENT RETENTION.

- Monthly Mix Once a month. Each month has a different mindful message. The Monthly Mix focuses on wellness and inspirational quotes. We give reminders of resources such as the EAP and other ways to handle stress.
- Before the remodel we had been having pizza parties and themed potlucks. We have now been having more virtual events such as lunches or games rooms.
- The Care Convening group has been active in Full Staffs with different activities such as a "Who has the best funny hat". Our goal is to keep open communication and connections between Staff.

CLARITY PORTAL

Strives to create a transparent communication tool to be used for questions, discussion, build understanding, promote harmony, growth and confidence at HHS without retribution. Be your own advocate. Allow yourself to be heard and amplify your voice.

CLARITY PORTAL

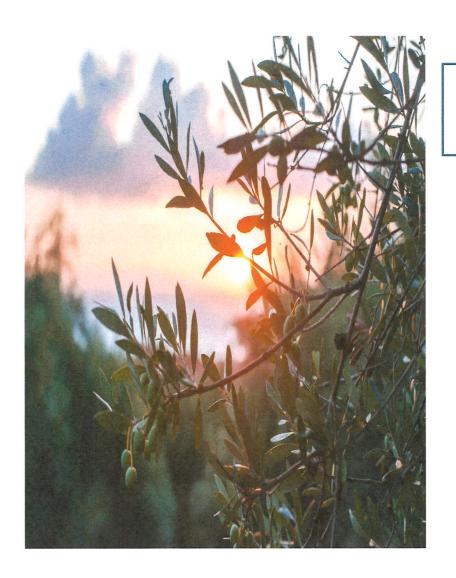
Brainstorms with a chance of pondering - where ideas spark, thoughts flow, and suggestions take shape.

Clarity Corner-Where questions find answers

The Solution Hub-Turning challenges into actionable solutions for success. THINK BIG!

The Celebration Station-Sparking fun and festive ideas

Peer Podium-Elevating each other with recognition and praise

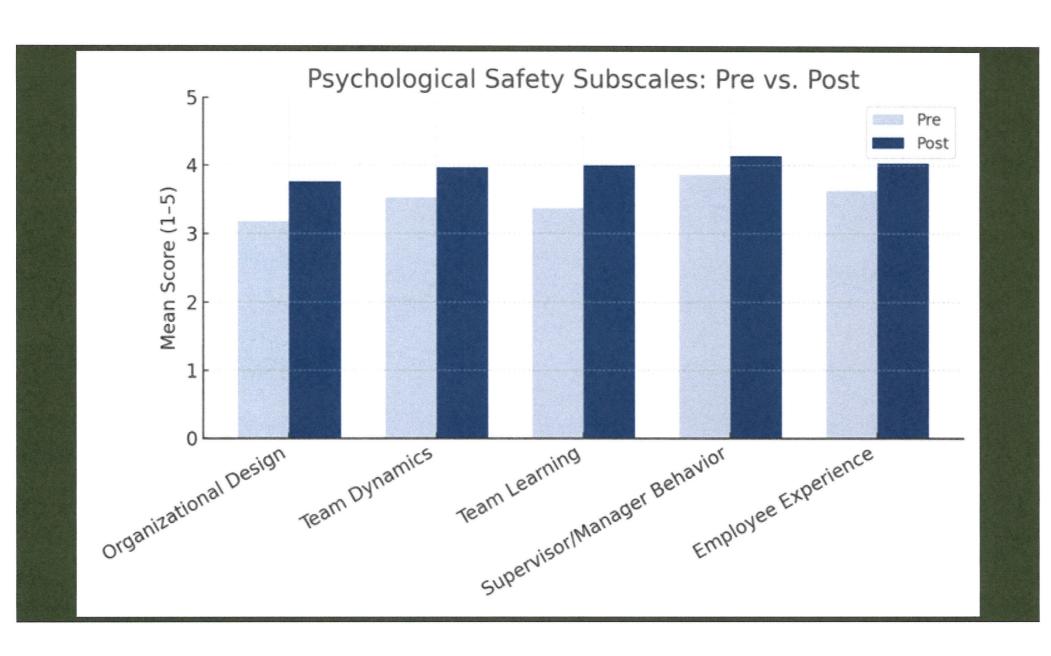


WHAT WE FOUND

4 out of 5 Domains improved SIGNIFICANTLY:

- Organizational design
 - Team learning
 - Team Dynamics
- Employee experience

Supervisor/Manager Behavior also improved



TOP IMPROVEMENTS

Planning for the future

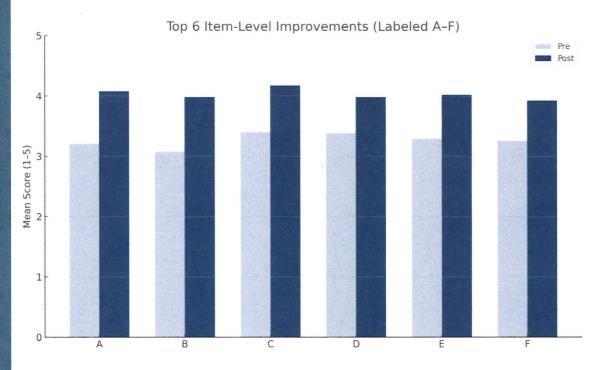
Effective Feedback channels

Teams seeking new information

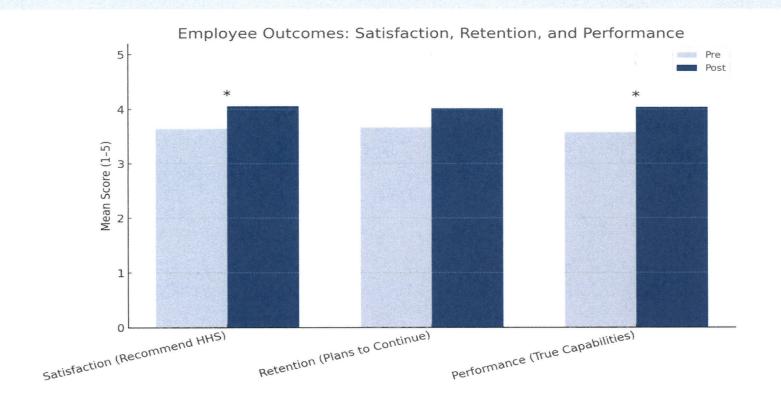
Clearer mission/purpose

Safer processes for testing assumptions





SATISFACTION, PERFORMANCE AND RETENTION





- Employees feel safer, clearer and more engaged
- HHS now has employee-created tools that are both innovated and sustainable
- Leadership has opportunity to continue this momentum by focusing on supervisory practices
- Employee-led change has measurably improved culture and performance in a high-stress environment



Board of County Commissioners Agenda Request

12A
Agenda Item #

Requested Meeting Date: November 25, 2025

Title of Item: Ratify 2026-2028 LELS Local #523 Licensed Essential Unit Agreement **Action Requested: Direction Requested** REGULAR AGENDA Approve/Deny Motion Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) Information Only Hold Public Hearing *provide copy of hearing notice that was published Submitted by: **Department:** Bobbie Danielson, HR Director Human Resources Dept. Presenter (Name and Title) **Estimated Time Needed:** Bobbie Danielson, HR Director Solobio 2-3 minutes Summary of Issue: The employer and LELS union met on September 25, 2025, and November 5, 2025, and reached a tentative agreement for the 2026-2028 contract. The union voted to ratify the Agreement on November 12, 2025. We are requesting Board ratification of the Agreement today. A redlined copy of the agreement showing all changes is attached. Wages: Pattern settlement for 1/1/2026 and 1/1/2027. 5% within range movement 1/1/2028. Shift differential increased from \$1.00 to \$1.25/hour 6:00 p.m. to 6:00 a.m. Employee #4463 receives a one-time lump sum payment of \$1,000 on January 1st each year of the Agreement. Employee #1100 receives a one-time lump sum payment of \$1,000 on January 1, 2027 and 2028. FTO pay amended from \$80/pay period to \$1/hour. MN Paid Leave (PFML) section added. 50:50 premium split. Employees can use supplemental benefits to "top off" the PFML payment. Any OT earned in the month of December will be paid out as wages rather than accrued as comp time. All comp time hours unused at the end of November will be paid out in December. Safety footwear allowance increased from \$195 to \$200 per calendar year. ESST Weather Event Exception MOA added. Both the union and the employer believe waiving the use of ESST for weather events is in the best interest of public safety. Miscellaneous language updates. **Alternatives, Options, Effects on Others/Comments:** Recommended Action/Motion: Motion to ratify the 2026-2028 LELS Licensed Essential unit Agreement. **Financial Impact:** Is there a cost associated with this request? What is the total cost, with tax and shipping? \$ As described. Is this budgeted? Please Explain: The 2026 wages are budgeted.

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT $2026 \begin{array}{c} -2028 \\ \end{array}$

This document is a draft for discussion purposes and is subject to review by both parties

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AGREEMENT

By and Between



and



LOCAL #<u>523</u> (LICENSED ESSENTIAL UNIT)

January 1, 2026 to December 31, 2028

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT 2026-2028

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT 2026-2028

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PREAMBLE

Aitkin County, hereinafter referred to as the "Employer" and Law Enforcement Labor Services, Local 523, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union", agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

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TERMS AND RELATIONS

This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and the employees agree to carry it out fairly.

CONDITIONS OF EMPLOYMENT

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, PTO, extended sick leave, and other benefits shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 1. RECOGNITION

Section 1. Law Enforcement Labor Services, Inc. shall be recognized as the sole and exclusive representative for all essential licensed employees of the Aitkin County Sheriff's Department, Aitkin, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and non-licensed essential employees, as set forth in the Certification of Exclusive Representative, BMS Case No. 23PRE0600, by the Minnesota Bureau of Mediation Services.

Section 2. REPRESENTATION. The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of non-union affiliation.

Section 3. UNION STEWARD. Aitkin County and the Aitkin County Sheriff recognize the right of the Union to designate Union Stewards to handle such Union business as may from time to time be delegated to the Union Stewards by the Union. The Employer shall be notified in writing of the names of the employees designated as Union Stewards.

Section 4. CHECKOFF. The Employer agrees to deduct dues from the pay of all employees covered by this Agreement, and agrees to remit all such deductions to Law Enforcement Labor Services, Inc. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Checkoff procedures and timing shall be worked out locally.

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT 2026-2028

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Section 5. UNION SECURITY. In recognition of the Union as the exclusive representative, the Employer shall deduct from the pay of all employees an amount sufficient to provide payment of initiation fees and dues established by the Union from the wages of all employees who expressly authorize, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated representative of Law Enforcement Labor Services, Inc.

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 any action taken or not taken by the Employer under the provisions of this section.

Section 6. TIME OFF. The Employer agrees to grant reasonable and necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other Official Union business, provided one (1) week's written notice is given to the Sheriff by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of individuals affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.

The Employer will not pay any employee to come in on their scheduled time or day(s) off for negotiations, but when on-duty, the Employer will permit the Union's Negotiating Committee, comprised of up to two members of the bargaining unit, to appear at all negotiation meetings with the Employer without the loss of pay.

ARTICLE 2. VESTED RIGHT OF MANAGEMENT

Section 1. The right to employ, transfer, direct and discipline employees and the management of the property and equipment of Aitkin County is reserved and shall be vested exclusively in the County Board, including the sole authority of the County Board to define cause for management action. The County Board through authority vested by the Minnesota State Statutes shall have the right to determine how many individuals will be employed or retained together with the right to exercise full control and discipline in the proper conduct of its operation. The County Board shall have the sole right to contract for any work it chooses, and direct employees to perform such work wherever located in its jurisdiction. The County Board shall have the exclusive right to determine the hours of employment and the length of the work week and to make changes in the detail of the employment of the various employees from time to time as is deemed necessary for the efficient operation of the Sheriff's Office, and the Union and the members agree to cooperate with the County Board in all respects to promote the efficient operation of the Sheriff's Office. The Union will be notified by the County Board or designee of any said changes or adjustments. The provisions of this Article are subject to the procedural rights of the employees as set forth in the other Articles contained in this Agreement.

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT 2026-2028

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ARTICLE 3. EMPLOYMENT STATUS

Section 1. A regular employee is hereby defined as a person hired to fill a permanent full-time position.

Section 2. A regular seasonal employee is hereby defined as a person on the active payroll only during the season in which the services are required.

Section 3. A temporary employee is hereby defined as a person hired for a period of time not to exceed six (6) months and they shall be separated from the payroll at the end of such period. At the time of hiring, temporary employees will be notified that their employment is temporary and that they shall accrue no rights under this Agreement for such periods of time worked. Successive appointments to temporary positions will not be made unless mutually agreed to between the County and the Union.

Section 4. A part-time employee is hereby defined as a person who is covered by this Agreement and is assigned to work 29 hours per week or less on average.

ARTICLE 4. PROBATION

Section 1. All newly hired employees shall serve a one year probationary period of continuous service. During such probationary period they shall not accrue any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the one (1) year probationary period, the employee shall be granted seniority rights from the date of original hire.

Section 2. Transport/Security Deputy (Grade 6) incumbents who are selected to fill the Deputy Sheriff (Grade 8), Patrol Sergeant, or Investigator vacancy will serve a one-year probationary period in the new position (the one-year probationary period begins when employee starts in the new position not from date of acceptance).

ARTICLE 5. SENIORITY

Section 1. The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment as a regular employee, provided, however, that no time prior to discharge or quit shall be included. The employee's seniority shall not be diminished by temporary lay-off due to lack of work, shortage of funds or any other contingency beyond the control of either party to this Agreement.

Section 2. The policy of seniority shall prevail to regular employees and part-time employees.

Section 3. The seniority list shall be posted and kept up-to-date annually by the Employer. A copy of the list shall be made available to Law Enforcement Labor Services, Inc. upon request. Said seniority list shall contain the name and starting date of each employee. Seasonal and part time employees shall be carried on the bottom of the list in proper sequence and the list shall so state that they are seasonal or part time.

Section 4. No seasonal employee, part-time employee, or temporary employee shall exceed in seniority a regular employee who fills a full-time position.

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Section 5. Seniority shall terminate if:

- A. An employee guits.
- B. An employee is discharged for cause and is not reinstated.
- C. An employee is absent because of a layoff for a period exceeding one (1) year.

Section 6. Any employee who is elected (or appointed mid-term and then elected during the upcoming term of office) to the position of Sheriff is entitled to a leave of absence without pay for up to 10 years, with right of reinstatement as provided in MN Statute 3.088. The 10 year leave of absence starts on the date they are elected (not appointed mid-term) to office. Their accrued PTO and severance pay (if eligible) will be paid out at the time they leave the position covered by this Agreement and are first sworn in as Sheriff (appointed mid-term or elected) so a balance is not carried on the books.

Section 7. Any employee who is appointed to the position of Undersheriff is entitled to a leave of absence without pay for up to 10 years and their accrued PTO and personal leave will be carried forward with them to the supervisory unit.

Section 8. In the event of a reduction in the work force or hours, the employee with the least seniority in the affected classification shall be laid off first. Employees on layoff status shall have the right to recall for a period of one (1) year from their date of layoff when a recall is initiated by the Employer. In the event of a recall employees will be recalled in the inverse order of layoff by classification. In the event of a layoff of an Investigator/Patrol Sergeant, the employee to be laid off may bump the least senior Deputy Sheriff or, Security/Transport Deputy Sheriff or Security/Transport Deputy incumbent. Likewise, a Deputy Sheriff may bump the least senior Security/Transport Deputy Sheriff provided the employee to be laid off has more seniority than the least senior Security/Transport Deputy Sheriff incumbent..

An employee being laid off who exercises seniority rights to bump into another classification shall be in a probationary status as to the new position for ninety (90) calendar days.

ARTICLE 6. SCHOOLING

Section 1. All employees who are required to attend school shall be paid the straight time hourly rate for each day of attendance at school. It is further agreed that they shall be reimbursed for necessary and actual expenses in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts. Any function which requires mandatory attendance shall have the hours counted toward computing weekly overtime.

ARTICLE 7. SAFETY/EXPENSES/LOSS OR DAMAGE

Section 1. SAFETY EQUIPMENT. No employee shall be required to drive a vehicle that does not comply with all state and city safety regulations. All vehicles shall be equipped with adequate heaters, air conditioners, defrosters and matting.

Section 2. EXPENSES. All employees, when away from their homes overnight because of their duty, or outside the County, shall be reimbursed for food and lodging expenses during their

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absence in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts.

Section 3. LOSS OR DAMAGE. Employees shall not be charged for loss or damage to equipment unless clear proof of negligence is shown. This Article is not to be construed as applying to charging for normal usage or wear and tear on equipment.

ARTICLE 8. UNIFORMS

Section 1. The County agrees to supply to all regular full-time employees, three (3) winter and three (3) summer uniforms. Replacements will be furnished when needed.

Section 2. Effective January 1, 2023, the employer will provide a safety footwear allowance for each full-time employee covered by this Agreement of up to \$200.00 per calendar year, upon submission of receipt, to be used specifically for or towards safety footwear.

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ARTICLE 9. MEDICAL EXAMINATIONS

Section 1. Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations not to exceed one (1) in any one (1) year, unless the employee has suffered serious injury or illness during the year. Employees shall receive their regular compensation and shall not be deducted pay for time spent during an examination required by the Employer. If the employee disagrees with the results of the medical examination required by the Employer, the employee may be examined by a doctor chosen by the employee or the Union. The Employer shall not be required to pay for said examination. The employee and the Union shall provide the Employer with a copy of the second opinion.

If the opinions of the Employer's and the employee's or Union's physician differ, the Employer may require the employee to submit to a third examination by a physician at Essentia Health - Baxter at the expense of the Employer. The opinion of the third physician shall be binding. Employees shall receive their regular compensation and shall not be deducted pay for time spent during this third examination.

ARTICLE 10. WEEKLY HOURS AND OVERTIME RATES

Section 1. The Sheriff's Office maintains the facilities on a twenty-four (24) hour a day basis. The Employer shall establish work schedules for its employees and shall post the schedules for one (1) week.

Section 2. In an 8 hour per day schedule: All hours over eight (8) hours per day and/or 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay.

Section 3. In a 10 hour per day schedule: All hours over ten (10) hours per day and/or 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay.

Section 4. REST BREAKS. If the needs of the service permit, all employees shall be allowed two (2) fifteen (15) minutes rest breaks in each eight (8) and ten (10) hour shift, at times determined by the work load.

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Section 5. COMP TIME

- A. At the discretion of the Sheriff, employees shall be permitted to accrue compensatory time off hours in lieu of the overtime pay as set forth in Article 10.
- B. Compensatory time shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked.
- C. Use of compensatory time is subject to the prior approval of the Sheriff's designee and the needs of the Sheriff's Office.
- D. It is agreed and understood that the use of compensatory time shall not result in overtime hours for any other employee of the Sheriff's Office.
- E. The maximum compensatory time accrual shall be fifty (50) hours.
- F. All accrued and unused compensatory time hours will be paid out at the end of each calendar year so as to not carry a balance forward into each subsequent year. Discuss...

Comp Time Bobbie J. Danielson Doug Henning (DHenning@lels.org) Cc O David Minke; Travis Leiviska; Dan Asmus; O Jon P. Cline: Andrew Olson (i) This message was sent with High importance. Hi Doug, We included language in the Teamsters (Jail/Dispatch) tentative agreement to allow members to receive their comp time payout prior to Christmas. Would the LELS Licensed unit be interested in adopting the same language? I can note it as an option in the redlined agreement. Please let me know the group's preference at your convenience. We'll just need to know prior to preparation of the signature copy. Thank you, Bobbie Strike this language in Article 10, Section 5, Comp Time (F): F. All accrued and unused compensatory time hours will be paid out at the end of each calendar year so as to not carry a balance forward into each subsequent year Replace Article 10, Section 5, Comp Time (F) with this language: Any overtime earned in the month of December will be paid out as wages rather than accrued as compensatory time. There will be no compensatory time accruals in the month of December. All compensatory time hours accrued and unused as of the end of November shall be paid out at the beginning of December on an offpayroll week (i.e., not during a regular payroll week). Such payouts shall occur within the same calendar year in which the compensatory

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time hours were earned.

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Section 6. CALL-BACK PAY / CALL-OUT PAY. If any employees are called back to work after completing the scheduled work day, or are called out for work during scheduled time off, they shall receive the minimum of two (2) hours pay at time and one-half (1-1/2). Call-out time is limited to additional hours within the same day as the scheduled work. Call-out time does not apply to pre-scheduled training dates or mandatory staff meetings.

Section 7. RESCUE ORGANIZATIONS. Rescue organizations under the control of the Sheriff (including the Aitkin County Volunteer Search & Rescue and similar organizations) may perform duties covered by this Agreement only in the case of an emergency, when a special skill or equipment is needed, or when all bargaining unit employees (except those on extended sick leave, workers compensation, PTO or temporary layoff) are engaged in work. An emergency is defined as a circumstance where additional persons are needed to seek to prevent death or serious bodily harm. "Rescue organizations under the control of the Sheriff" do not include search and rescue organizations from other jurisdictions, the civil air patrol, volunteer fire departments, or other similar rescue organizations, and said rescue organizations may be called at the discretion of the Sheriff. This section shall not be interpreted to prohibit the ATV Posse or similar organizations from providing crowd and traffic control at community events or assisting at the annual County fair.

Section 8. COURT TIME. An employee who is scheduled to appear in court during the employee's scheduled off duty time shall receive a minimum of four (4) hours pay at the employee's regular base rate of pay, unless the court appearance is cancelled by 6:00 p.m. prior to the business day of the scheduled court appearance. These, hours, shall be used in computing overtime pay. An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimum. Note: Court Time shall be entered as Regular hours on the employee's timesheet unless the employee has already worked 40 hours per week.

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ARTICLE 11. PAY PERIOD

Section 1. All employees covered by this Agreement shall be paid bi-weekly on Friday for work performed during the previous pay period. If a holiday falls on Friday, pay day will be the last workday before the holiday. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

ARTICLE 12. PROMOTIONS

Section 1. In filling job vacancies or new positions preference shall be given to those employees oldest in point of service, provided, however, that the qualifications and physical fitness of the employees being considered for the job have to be relatively equal. In judging employee's qualifications for the job, the following factors shall be considered:

- A. Ability to perform related work.
- B. Attitude.
- C. Aptitude.
- D. Versatility.
- E. Efficiency.

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- F. Previous work record.
- G. Attendance.

Where qualifications and ability are equal, then seniority shall prevail.

Section 2. All job vacancies or new positions shall be posted on the intranet for a period of five (5) weekdays (Monday through Friday) so that the interested employees may have an opportunity to apply. Such notice shall state the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the requirements shall be considered.

Section 3. Transport/Security Deputy incumbents who meet the minimum qualifications and apply for promotion to Deputy Sheriff, Patrol Sergeant, or Investigator will be considered for the position along with external candidates who apply.

Section 4. The successful applicant shall have a ninety (90) calendar day trial period in which to demonstrate his or her ability to perform the job. During the trial period, either the employee or the County may request that the employee return to their previous position and rate of pay per the collective bargaining agreement without loss of seniority.

Section 5. The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out. If there is a dispute involving the provisions of this Article it shall be referred to the grievance procedure of this Agreement for resolution.

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ARTICLE 13. LEAVE OF ABSENCE

Section 1. Family and Medical Leave - Eligible employees will be granted FMLA in accordance with legal mandates and County policy.

Section 2. Minnesota Paid Leave (PFML). Beginning January 1, 2026, the employer and the employee shall equally split the cost of Minnesota family and medical leave premiums (Statute 268B.14). The employee portion shall be paid through payroll deduction.

The Employer will allow employees to use supplemental benefits, including Extended Sick Leave, Personal Leave, and then PTO concurrently with Paid Family and Medical Leave (PFML) benefits, provided that the employee elects this option at the start of their leave. This supplemental benefit will continue until the leave ends or all supplemental benefits are exhausted, whichever occurs first, ensuring that the combined total does not exceed the employee's regular base salary.

Section 3. Leave of Absence - Any employee desiring a leave of absence from his or her employment shall secure written permission from the Sheriff or the Sheriff's designee. Except as required by law, the maximum leave of absence shall be two (2) thirty (30) day periods and may be extended for like periods upon approval of the County Administrator. During the period of absence, the employee shall not engage in gainful employment without prior written approval of the County Administrator. Failure to comply with this provision shall result in the complete loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by the Employer. The employee will provide written notice to the Union of all leaves of absence approved pursuant to this paragraph.

Section 4. Temporary Lay-Off - A temporary lay-off is defined as a lay-off lasting not more than one (1) year. After such period, the employee shall be considered terminated.

Section 5. Recall - Recall of an employee shall be provided for in the following manner. Initially, the County shall attempt to locate the employee by telephone. If that attempt is unsuccessful, the Employer shall post a certified or registered letter to the employee's last known address. If the employee fails to respond to said letter within a five (5) working day period from the date of receipt of the signed, requested "Return Receipt" or notification from the Post Office that said notice is undeliverable, the employee shall be considered terminated.

ARTICLE 14. HOLIDAYS

Section 1. All full-time employees (probationary and non-probationary) shall be entitled to the following paid holidays, eight (8) hours each, unless noted otherwise:

New Year's Day Presidents Day

Labor Day Veteran's Day

Martin Luther King Day Good Friday

Friday after Thanksgiving Day

Thanksgiving Day

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Memorial Day Fourth of July

Christmas Day

Juneteenth (June 19th)

The employer will agree to provide 4 hours of holiday pay on Christmas Eve, regardless of the day of week it falls.

Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated holiday pay. Proration shall be based on full-time hours of 2,080 hours per year. Seasonal and temporary employees are not eligible for holiday pay.

Section 2. When an employee is required to work on any of these holidays, they shall be paid at the rate of time and one-half (1-1/2) in addition to their regular holiday pay.

Section 3. For the purpose of overtime pay, holidays shall be celebrated on the day on which the holiday falls. When a paid holiday falls during an employee's vacation, he/she shall receive holiday pay for the holiday and will not be required to use PTO for the holiday.

Section 4. Full-time employees may elect to use their accrued and unused PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a holiday.

Section 5. Holiday Hours Worked: See MOA (Holiday Pay), attached to Agreement.

ARTICLE 15 PAID TIME OFF

Section 1. Employees will receive PTO that will accrue on a per payroll period basis. Full-time (probationary and non-probationary) employees shall accrue PTO benefits based on the following table:

Annual Completed Years	Rate of Accumulation	Annual Hours of PTO
of Service	(Hours per Month)	01110
0	16 (New full-time employees will be provided 40 hours	192
	of PTO at time of hire so their rate of accumulation	
	for the first year will be adjusted accordingly.)	
3	18	216
5	20	240
10	22	264
15+	24	288

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Section 2. Employees who have used at least 80 PTO hours in the previous twelve-month period may elect pay in lieu of PTO for up to 120 hours once in any calendar year. Such PTO cash out will not be counted as hours worked for the purpose of computing overtime.

Section 3. Employees may accrue up to a maximum of 280 hours PTO.

Section 4. All PTO hours count as time worked for the purpose of overtime computation. (Holidays, comp time, personal leave, and extended sick bank hours do not count towards the computation of overtime, with one exception as noted in Article 14, Section 5.)

Section 5. Upon separation of service, the employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated because of an illegal act regardless of whether any legal remedies are pursued or whether any conviction results. In the event of the death of an employee, the employee's accumulated PTO credits shall be paid to the employee's estate.

Section 6. Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service1. At no time can the extended sick leave bank exceed 960 hours for employees hired on or before September 1, 2021 or 720 hours for employees hired after September 1, 2021. PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 15, Section 11 (Extended Sick leave bank/Care of relatives).

Employees who are eligible for severance pay under Article 16 are grandfathered in and will be allowed to continue to bank up to 960 hours in their extended sick leave bank. (Sheryl Cook, Aaron Cook, Jon Cline, Greg Payment, and Dan Asmus)

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Section 7. Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO per calendar year, in accordance with county policy. Seasonal and temporary employees are not eligible to accrue PTO benefits.

Section 8. PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee during a leave of absence without pay, suspension without pay, or time otherwise not paid.

Section 9. In order to assure the orderly performance and continuity of services provided, employees wishing to schedule a vacation should request PTO as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. Requests for PTO usage shall be granted by the Department Head or designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of services. It may be necessary to limit the number of employees taking vacation at the same time or during an event or particular period of time. Such requests, however, shall not arbitrarily be denied. Requests for vacation will be processed giving preference to the order in which the requests are received. In the event requests are received at the same time for the same vacation period, then time-in-department will be the determining factor.

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Section 10. Probationary employees may use accrued PTO with supervisory approval.

Section 11. Extended Sick Leave Bank / Care Of Relatives

- A. Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care, or for any of the reasons covered by Minnesota's Earned Sick and Safe Time law (ESST). For the purpose of this paragraph, family member has the meaning given in Minn. Stat. 181.9445, Subd. 7.
- B. An employee must notify the employee's supervisor of sick leave usage prior to the employee's starting time, unless an emergency prevents the employee from doing so. Failure to give such notice may be cause for disciplinary action.
- C. The County reserves the right to require written medical certification from an employee, unless prohibited by law.
- D. In the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee the Department Head or Supervisor may require a medical statement from an appropriate medical authority before granting sick leave, as well as verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.
- E. Any employees accepting a supervisory position shall have their sick leave benefits carried forward with them to the supervisory unit.

ARTICLE 16. SEVERANCE PAY

Section 1. All regular employees of Aitkin County who were hired on or before April 1, 2008, after completion of ten (10) years continuous service, shall be entitled to severance pay upon retirement, death, layoff, resignation, or upon promotion to the Aitkin County Undersheriff position. An employee must be laid off for more than one year before being entitled to severance pay. The requirement of ten (10) years continuous service is waived as to any payment of severance pay due to death or retirement pursuant to a bona fide retirement plan. Such severance pay shall be allowed as follows:

Retirement pursuant to a bona fide retirement plan or death.

100% of unused extended sick leave

Retirement, resignation, or a voluntary quit with a 40 day maximum

50% of all unused extended sick leave

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Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year. ¶

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Section 2. Upon layoff for more than one year, retirement, or resignation, the severance benefit will be paid to the eligible employee. In the event of death, the severance pay shall be paid to the employee's estate. The severance pay benefit is eliminated for all employees hired after April 1, 2008.

Section 3. MSRS HCSP. For employees who have met age and service requirements necessary to receive an annuity from PERA or who are receiving a disability benefit from PERA, the County will deposit 100% of the employee's severance pay and accrued but unused vacation or PTO into a MSRS HCSP account upon retirement or resignation in good standing.

Section 4. For employees who are promoted to the Aitkin County Undersheriff position, the County will deposit 100% of the employee's sick leave severance pay into a MSRS HCSP account upon promotion. The language in this paragraph (B) is contingent upon approval by MSRS HSCP and also contingent upon language being updated in the LELS Supervisory Agreement to match, so no conflicting language exists between the two Agreements.

ARTICLE 17. PERSONAL LEAVE

Section 1. Full-time (probationary and non-probationary) employees shall be granted twelve (12) hours of personal leave on or about January 1 and July 1, and may accumulate up to thirty-six (36) hours of personal leave at any given time. Personal leave is not paid out upon separation of employment or death.

Section 2. Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

ARTICLE 18. BEREAVEMENT LEAVE

Section 1. When a death occurs in a regular full-time employee's immediate family, the employee may take up to 24 hours off with pay to attend the funeral or make funeral arrangements over the course of up to three (3) days. i.e. 3 eight-hour days or 2.4 ten-hour days or 2 twelve-hour days. Employees may elect to use their accrued and unused extended sick leave or PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a bereavement leave day. The County may require verification of the need for the leave. For purposes of this Article, immediate family members are defined as an employee's spouse, life partner, child, stepchild, parent, stepparent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, and grandchild.

In cases requiring extensive travel time, the employee may be granted up to an additional 16 hours off with pay over the course of up to two (2) days, subject to approval of the Sheriff. Extensive travel time is defined as travel distance greater than 250 miles, one way.

Additional time, if needed, may be allowed by the County Sheriff, but such additional time in excess of forty (40) hours off with pay, over the course of up to five (5) days as indicated above, shall be charged against the employee's extended sick leave or PTO.

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT $2026 \hbox{$\raisebox{-}$-$} 2028 \hbox{$\raisebox{-}$}$

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As an example, the general intent is as follows: If the employee is working 12 hour shifts and needs two days off, they would be paid for 24 hours bereavement leave -- or if they are working 10 hour shifts and need two days off, they would be paid for 20 hours bereavement leave -- or if they are working 8 hour shifts and need two days off, they would be paid for 16 hours bereavement leave -- or if they are working 12 hour shifts and need 3 days off and there's no extensive travel time, they would be paid for 24 hours bereavement leave and can elect to use 12 hours from their extended sick leave bank or PTO for the third day -- or if they are working 10 hour shifts and need three days off and there's no extensive travel time, they would be paid for 24 hours bereavement leave and can elect to use 6 hours from their extended sick leave bank or PTO to complete the third day and it is understood that in most cases the County is not likely to schedule an employee to return for a partial shift on the last day.

ARTICLE 19. RETIREMENT

Section 1. Retirement benefits, specifically PERA Police & Fire Plan (MN Statute 353.64), will be provided to each employee covered by this Agreement as required by state statute.

ARTICLE 20. INSURANCE AND BONDS

Section 1. GROUP HEALTH INSURANCE

The Employer agrees to offer a Group Health Insurance plan equivalent to existing coverage, subject to the provisions of this Article and limitations, benefit and conditions established by the contract with the insurance carrier. The aggregate value of benefits provided by the group health insurance contract for employees covered by this collective bargaining agreement shall not be reduced, unless the employer and union agree to a reduction in benefits.

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

The Employer shall contribute on behalf of eligible permanent and probationary employees working thirty (30) or more hours per week as follows:

HSA Compatible Plan	Employer's Share of the Total Premium per month	Employee's Share of the Total Premium per month	
Single	<u>,100%</u>	0%	
Single + 1	80%	20%	
Family	80%	20%	

The Employer's contribution shall not exceed the cost of the premium.

The employer may offer a waiver plan by county policy.

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT $2026 \hbox{$\raisebox{-}$-} 2028 \hbox{$\raisebox{-}$}$

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The employee may "buy up" to available higher cost plans by paying the premium difference. However, note, there is no employer HSA contribution offered on the higher cost plans.

Effective January 1, 2023, the Employer shall make a contribution to each eligible employee's HSA (or Veba) account, pro-rated by pay period [over 24 pay periods per calendar year], as follows:

Single \$2,260 per year, pro-rated by pay period			
Single + 1	\$3,260 per year, pro-rated by pay period		
Family	\$3,260 per year, pro-rated by pay period		

The Employer shall be obligated to make only one (1) HSA (or Veba) account contribution on behalf of an employee. Therefore, if the employee is enrolled as a dependent of another employee for whom the Employer has made a family coverage contribution, the Employer is not obligated to make a separate single coverage contribution on behalf of the employee.

Coverage starts on the first of the month following date of hire.

Part-time employees who work less than 30 hours per week on average are not eligible for health insurance benefits.

Section 2. LIABILITY INSURANCE

The County of Aitkin agrees to furnish, at no cost to the employee, liability insurance to protect officers in amounts equal to the County's statutory liability for claims where the county has a duty of indemnification pursuant to Minnesota Statute Section §466.07.

If during the term of this Agreement, the State Legislature passes legislation that changes the current state statute 466.07, the parties agree to meet and negotiate Article 20, Section 2.

Section 3. LIFE INSURANCE

The Employer agrees to provide and pay for a life insurance policy of \$25,000 for all regular employees and to provide life insurance coverage in the amount of \$15,000 for their spouses and dependents up to age 26, subject to carrier restrictions.

Section 4. LONG-TERM DISABILITY INSURANCE AND OTHER VOLUNTARY BENEFITS The Employer shall provide Long Term Disability Insurance reimbursement for full-time permanent employees in accordance with the Personnel Policy. Part-time employees are not eligible for LTD.

Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

Section 5. BONDS AND PREMIUMS

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Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any standard premium involved shall be paid by the Employer.

The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement.

If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her bonding requirements. Standard premiums only on said bond to be paid by the Employer. The standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium to be paid by the employee.

ARTICLE 21. INDIVIDUAL AGREEMENT

Section 1. The Employer agrees not to enter into any contract or agreement with any employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 22. GRIEVANCE PROCEDURE

Section 1. Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section 2. Union Representatives

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

Section 3. Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 4. Procedure

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Grievances, as defined by Article 22 shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer (Sheriff). The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative (Human Resources Manager). The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative (County Administrator). The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services. However, a grievance arbitration for written disciplinary action, discharge or termination shall include the arbitrator selection procedures established in Minnesota Statue 626.892.

Section 5. Arbitrator's Authority

A. The arbitrator shall have no right to amend, modify, nullify, ignore, or 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.

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- 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 thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be 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. 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.

Section 6. Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in each step.

Section 7. Choice of Remedy

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 22 or to another procedure such as Veterans Preference. If appealed to any procedure other than Step 4, the grievance shall not be subject to the arbitration procedure provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be used – Step 4 of this grievance procedure, or an alternative procedure. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commissioner unless allowed by law.

Section 8. Postmark

A grievance shall be considered to have been presented within the time limits set forth in this Article if it is postmarked within the time limits specified. The Employer's written response to a grievance shall be considered to have been made within the time limits set forth in this Article if it is postmarked within the time limits specified.

ARTICLE 23. DISCIPLINE

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT $2\,0\,2\,6_{\text{-}}\,2\,0\,2\,8_{\text{-}}$

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Section 1. Disciplinary action, including oral reprimand, written reprimand, suspension without pay, demotion, or discharge, may be imposed upon an employee for just cause. Any disciplinary action imposed may be processed as a grievance through the grievance procedure outlined in Article 22. Oral reprimands may not be processed beyond Step 3 of the grievance procedure.

Section 2. Employees have a right to make a clear request for union representation before or during an investigatory interview if the discussion could in any way lead to their being disciplined or terminated.

ARTICLE 24. DISCHARGE AND LOUDERMILL HEARING

Section 1. This Article 24 shall pertain to discharge cases only.

Section 2. An employee who has completed the required probationary period shall be discharged only for just cause after an investigation. An action to discharge an employee shall be taken by the appointing authority only after a Loudermill Hearing has been held between the designated Union representative and employee, and the County Administrator, or the Employee has waived their Loudermill rights. The employee and the Union shall be given written notice of the charges against the employee and of the Loudermill Hearing date and time at least ten (10) calendar days prior to the meeting. The Union and the employee shall be present at the meeting, and the Union shall present information relevant to the proposed discharge and may present witnesses and evidence. The Sheriff and/or Human Resources Director shall have the right to present information, witnesses and evidence at the meeting. This meeting shall be in lieu of Steps 1 and 2 of the Grievance Procedure set forth in Article 22 of this Agreement.

Section 3. In the event the appointing authority proceeds to discharge, then a grievance relating to discharge shall be filed at Step 3 of the Grievance Procedure within fourteen (14) calendar days of the date of the discharge action.

ARTICLE 25. WAGES

Section 1. Effective January 1, 2026, employees covered by this Agreement shall be paid in accordance with Appendix A.

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Section 2. In no event shall an employee's wage be adjusted to exceed the maximum of the appropriate salary range.

Section 3. All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

Section 4. Within Range Movement Guarantee Effective January 1, 2029. While on the Open Range pay scale [implemented January 1, 2023], all employees not at the maximum pay shall receive a minimum of a 2% within range movement on January 1, not to exceed the maximum pay. This 2% within range movement guarantee does not apply if the State of Minnesota institutes a levy limitation during the term of this Agreement. If the State of Minnesota institutes a levy limitation, this clause shall be reopened for negotiation. If the Open Range pay scale is eliminated, the 2% language shall not apply.

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Section 5. The employer does not consider the Open Range pay scale to include any elements of pay for performance. If the employer desires to move to a pay-for-performance system in the future, it must be negotiated with the Union. There is no guarantee that the Union will agree to a pay-for-performance system.

Section 6. Shift Differential. Effective January 1, 2023, employees will receive shift differential of \$1.25 per hour for hours worked from 6:00 p.m. to 6:00 a.m.

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Section 7. Effective following ratification, when a new Deputy Sheriff is hired, the Sheriff may assign a qualified* field training officer to conduct FTO training. The field training officer will receive a payment of \$80 per pay period, on a trial period for the duration of this Agreement. *Must complete a certified FTO training course.

Section 8. Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive wage adjustments.

Section 9. Reclassification and Promotion: Employees who move to a position of a higher grade shall receive a minimum increase of 5% or \$1.00 per hour (whichever is greater), not to exceed the maximum, or be less than the minimum rate, and will be placed into the range of the next pay grade in this bargaining unit.

Section 10. Involuntary Demotion: An employee who is demoted to a lower paid classification will be placed into the lower classification at the same percentile of the scale, not to exceed the Maximum. Thereafter, the employee will receive within range movement as provided for by this Agreement. (For example: a Grade 9 employee who is paid 25% higher than the Grade 9 minimum will move to the Grade 8 classification and be paid 25% higher than the Grade 8 minimum. Or, a Grade 9 employee who is paid at the Grade 9 maximum, will move to the Grade 8 classification and be paid at the Grade 8 maximum.) This language does not apply to voluntary demotions when an employee applies for a new position in a lower graded classification.

ARTICLE 26. SAVINGS AND SEPARABILITY CLAUSE

Section 1. If any Articles or Sections of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it had been held invalid or to which compliance with or enforcement of has been restrained, shall not be affected thereby.

Section 2. In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the County, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

AITKIN COUNTY SHERIFF OFFICE	LICENSED ESSENTIAL UNIT CONTRACT		
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ARTICLE 27. EXPIRATION			
	e 1st day of January 202 <mark>6</mark> until the 31st day of		Deleted: 3
	te and effect from year to year thereafter, unless		Deleted: 5
	fy this Agreement is given by either party to the expiration or any anniversary thereof. Such notice		
	ail and if by mail, the notice must be received sixty		
	date thereof. If the notice is to terminate, this		
Agreement shall then terminate on the annive			
change or modify, such notice shall specify th	e changes or modifications demanded.		
IN WITNESS WHEREOF, we have hereunto s	set our hands and seals this 25th day of November		Deleted: 14th
, 202 <mark>5</mark> ,		+ -	Deleted: of
		1	Deleted: March
			Deleted: 3
FOR LOCAL NO. <u>523</u> :	FOR COUNTY OF AITKIN:		Deleted: 504
LELS Business Agent	Chairperson, Aitkin County Board		
EEEO Dadiiledd Ageill	Ondinperson, Millim Godiny Board		
Local Steward	County Administrator		
Local Steward	Human Resources Director		

4. The parties also agree that Article 10, Weekly Hours and Overtime Rates, pertains to hours actually worked. If an employee is normally scheduled to work a 10-hour day and they actually work 12 hours on a given day, they will be paid for 10 hours at their regular rate and 2 hours at time-and-a-half for that shift. The parties also agree that, except as expressly provided within the collective bargaining agreement, Article 10, Weekly Hours and Overtime Rates, pertains to hours actually worked.

The County and Union agree that this MOA shall not set a precedent for any future matters between the parties.

This memorandum constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 3rd day of January, 2025. Renewed this 25th day of November, 2025.

FOR LOCAL NO. 504	FOR COUNTY OF AITKIN:
Doug Junning 11/18/2025	
LELS Business Agent	Chairperson
Dal ant 208 11/18/2025	
Union Steward	County Administrator
# De # 11 / 19 / 2025	

Union Steward

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Deleted: Memorandum of Agreement (Permanent Part- time Employees)¶
This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Law Enforcement Labor Services, Inc. (hereafter "Union").¶
MHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and ¶
"WHEREAS, during negotiations for the 2023-2025 collective bargaining agreement, the parties agreed to meet to negotiate language concerning permanent part-time employees if the County decides to hire permanent part-time employees starting in calendar year 2023-2025. ¶
NOW, THEREFORE, the parties agree as follows:¶
¶ If the County decides to hire permanent part-time employees, the parties will meet to negotiate language concerning part-time employees.¶
This Memorandum of Agreement will be in effect the date of County Board approval of the 2023-2025 bargaining agreement. ¶
This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter. ¶
¶ IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 14th day of March, 2023. ¶
¶ ¶ FOR LOCAL NO. 504: FOR COUNTY OF AITKIN: ¶
¶ ¶
LELS Business Agent Chairperson, Aitkin County Board ¶ ¶
Local Steward County Administrator¶ ¶
Local Steward Human Resources Director ¶
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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT $2026 \hbox{--} 2028 \hbox{,}$

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Memorandum of Agreement (EARLY RETIREMENT INCENTIVE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Law Enforcement Labor Services, Inc. (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2026-2028 collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

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WHEREAS, the employer incorporated an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019,

NOW, THEREFORE, the parties agree as follows:

Local Steward

Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2026, 2027, and 2028 will have the opportunity to participate.

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This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this <u>25th</u> day of <u>November</u>, 202<u>5</u>.

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FOR LOCAL NO. 523; FOR COUNTY OF AITKIN:

LELS Business Agent Chairperson, Aitkin County Board

Local Steward County Administrator

Human Resources Director

Memorandum of Agreement (EARLY RETIREMENT INCENTIVE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Law Enforcement Labor Services, Inc. (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2026-2028 collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

WHEREAS, the employer incorporated an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019.

NOW, THEREFORE, the parties agree as follows:

Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2026, 2027, and 2028 will have the opportunity to participate.

This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOÇAL NO. 523:	FOR COUNTY OF AITKIN:
Doug throning 11/18/2025	
LELS Business Agent	Chairperson, Aitkin County Board
Duf ant 208 11/18/2025 Local Steward	County Administrator
	County Administrator
AU () # 204 11/19/2025	
Local Steward	Human Resources Director

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Deleted: Memorandum of Agreement (Gym Membership)
П
This Memorandum of Agreement is entered into between
Aitkin County (hereafter "County") and Law Enforcement
Labor Services, Inc. (hereafter "Union").¶
¶
WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to
the Public Employment Labor Relations Act; and¶
T
WHEREAS, during negotiations for the 2023-2025
collective bargaining agreement, the Union expressed
interest in a fitness membership for members; and \[\]
¶
WHEREAS, the employer agreed in negotiations to pay
\$10 per month per member to the 210 Fitness gym in
Aitkin, MN on a trial basis for the duration of this 2023-
2025 Agreement.¶
NOW, THEREFORE, the parties agree as follows:¶
¶
The employer will pay 210 Fitness \$10 per month, per
member. ¶
The employee will pay any difference in cost above the
\$10 per month gym membership fee. ¶
Final payment arrangements are subject to approval by
210 Fitness. ¶
The gym memberships will sunset on December 31, 2025,
unless a subsequent agreement is reached, or sooner if the employer builds an onsite fitness center.
Use of the 210 Fitness gym is subject to the gym's rules.
Employees are on their own time and the employer is not
responsible for any illness or injury that occurs while the
employee is voluntarily using the fitness center. ¶
This Memorandum of Agreement constitutes the complete
and total agreement of the parties regarding this matter.
1
¶ IN WITNESS WHEREOF, the parties have caused this
Memorandum of Agreement to be executed this 14th day
of March, 2023. ¶
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Ÿ
FOR LOCAL NO. 504: FOR COUNTY OF AITKIN:
_¶
LEIG Burlous Australia Country
LELS Business Agent Chairperson, Aitkin County
Board ¶ ¶
"
Local Steward County Administrator¶
1
Local Steward Human Resources Director
Local Steward Human Resources Director

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AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT $202\underline{6}, -202\underline{8},$

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Memorandum of Agreement (ESST WEATHER EVENT EXCEPTION)

This Memorandum of Agreeme "County") and Law Enforcement Labor S	ent is entered into between Aitkin County (hereafter Services, Inc. (hereafter "Union").
	ne Union are parties to an Agreement for 2026-2028 byment Labor Relations Act (PELRA); and
WHEREAS, during negotiation Exception; and	s, the parties discussed the ESST Weather Event
at correctional facilities who are represent	17, Subd. 12 permits 911 telecommunicators and guards ented by a collective bargaining agreement to waive the afe Time (ESST) as stated in MN Statute 181.9447, Subd.
WHEREAS, both the union and the events is in the best interest of public sa	he employer believe waiving the use of ESST for weather afety.
	Statute 181.9447, Subd. 12 the union clearly and For weather events as specified under the conditions of
Be it further agreed, this MOA is of the negotiated agreement.	in effect beginning January 1, 2026 and for the duration
	ent that state statute 181.9445, Subd. 7 (ESST family shall be construed as consistent with those changes.
This MOA constitutes the complete	te and total agreement of the parties regarding this matter.
IN WITNESS WHEREOF, the pa executed this 25th day of November, 20	rrties have caused this Memorandum of Agreement to be 125.
FOR LOCAL NO. 523:	FOR COUNTY OF AITKIN:
Business Agent	Chairperson, Aitkin County Board of Commissioners
Chaused	
Steward	County Administrator
Steward	Human Resources Director
Date:	Dated:

Memorandum of Agreement (ESST WEATHER EVENT EXCEPTION)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and Law Enforcement Labor Services, Inc. (hereafter "Union").

WHEREAS, the County and the Union are parties to an Agreement for 2026-2028 negotiated pursuant to the Public Employment Labor Relations Act (PELRA); and

WHEREAS, during negotiations, the parties discussed the ESST Weather Event Exception; and

WHEREAS, MN Statute 181.9447, Subd. 12 permits 911 telecommunicators and guards at correctional facilities who are represented by a collective bargaining agreement to waive the weather event use of Earned Sick and Safe Time (ESST) as stated in MN Statute 181.9447, Subd. 1.(4); and

WHEREAS, both the union and the employer believe waiving the use of ESST for weather events is in the best interest of public safety.

NOW, THEREFORE, per MN Statute 181.9447, Subd. 12 the union clearly and unambiguously agrees to not use ESST for weather events as specified under the conditions of MN Statute 181.9447, Subd. 1(4).

Be it further agreed, this MOA is in effect beginning January 1, 2026 and for the duration of the negotiated agreement.

Be it further agreed, to the extent that state statute 181.9445, Subd. 7 (ESST family member definition) changes, this MOA shall be construed as consistent with those changes.

This MOA constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 523:	FOR COUNTY OF AITKIN:
Doug linning 11/18/2025	
Business Agent	Chairperson,
Dal ant 208 11/18/2025	Aitkin County Board of Commissioners
Steward	County Administrator
Steward	Human Resources Director

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT $202 \underline{6}\text{-}202 \underline{8}\text{.}$

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Memorandum of Agreement (12-Hour Shift Language)

This Memorandum of Agreement ("MOA") is entered into by and between Aitkin County ("Employer") and LELS ("Union").

Purpose

The purpose of this MOA is to document the parties' mutual understanding regarding discussions on a potential 12-hour shift structure during negotiations for the 2026–2028 Collective Bargaining Agreement ("Agreement").

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Agreement

- 1. During negotiations for the 2026–2028 Agreement, the parties did not reach agreement on incorporating 12-hour shift language into the contract.
- Should the Sheriff wish to pursue implementation of a 12-hour shift schedule in the future, the parties agree to engage in further discussions upon request.
- 3. Any such discussions will address, at minimum, the application of the Fair Labor Standards Act (FLSA) Section 7(k) work period for law enforcement employees, which allows overtime to be calculated over a work period of 7 to 28 consecutive days. The parties acknowledge that application of Section 7(k) may be necessary to avoid automatic overtime obligations that could occur under a standard 40-hour weekly threshold (e.g., a 36-hour week followed by a 44-hour week).

No Precedent / No Waiver

This MOA does not obligate either party to agree to a 12-hour shift schedule or to any particular contractual terms related to such a schedule.

Nothing in this MOA shall be construed as a waiver of either party's rights under the Agreement or applicable law.

Duration

This MOA shall remain in effect for the duration of the 2026–2028 Agreement unless modified by mutual written agreement of the parties,

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 523:	FOR COUNTY OF AITKIN:
Business Agent	Chairperson,
	Aitkin County Board of Commissioners
Steward	County Administrator
Steward	Human Resources Director
Date:	Dated:

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Memorandum of Agreement (12-Hour Shift Language)

This Memorandum of Agreement ("MOA") is entered into by and between Aitkin County ("Employer") and LELS ("Union").

Purpose

The purpose of this MOA is to document the parties' mutual understanding regarding discussions on a potential 12-hour shift structure during negotiations for the 2026–2028 Collective Bargaining Agreement ("Agreement").

Agreement

- 1. During negotiations for the 2026–2028 Agreement, the parties did not reach agreement on incorporating 12-hour shift language into the contract.
- 2. Should the Sheriff wish to pursue implementation of a 12-hour shift schedule in the future, the parties agree to engage in further discussions upon request.
- 3. Any such discussions will address, at minimum, the application of the Fair Labor Standards Act (FLSA) **Section 7(k)** work period for law enforcement employees, which allows overtime to be calculated over a work period of **7 to 28 consecutive days**. The parties acknowledge that application of Section 7(k) may be necessary to avoid automatic overtime obligations that could occur under a standard 40-hour weekly threshold (e.g., a 36-hour week followed by a 44-hour week).

No Precedent / No Waiver

This MOA does not obligate either party to agree to a 12-hour shift schedule or to any particular contractual terms related to such a schedule.

Nothing in this MOA shall be construed as a waiver of either party's rights under the Agreement or applicable law.

Duration

This MOA shall remain in effect for the duration of the 2026–2028 Agreement unless modified by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 523:	FOR COUNTY OF AITKIN:
Doug luming 11/18/2025	
Business Agent	Chairperson,
Dul ant 208 11/18/2025	Aitkin County Board of Commissioners
Steward # 204 11 / 19 / 2025	County Administrator
Steward	Human Resources Director

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT $202\,\underline{6} - 202\,\underline{8}_{\mu}$

APPENDIX A WAGE SCHEDULES

Grade MIN		M	AX ·	MIN	MAX		
		FLS	SA Non	-Exe	empt	FLSA Exempt	
:	21	\$	59.38	\$	82.06	\$123,501.46	\$170,680.07
:	20	\$	57.26	\$	79.12	\$119,102.79	\$164,573.41
	19	\$	55.14	\$	76.19	\$114,700.01	\$158,468.05
	18	\$	53.03	\$	73.25	\$110,297.22	\$152,362.69
	17	\$	50.91	\$	70.32	\$105,894.43	\$146,257.33
	16	\$	48.79	\$	67.38	\$101,491.64	\$140,151.97
	15	\$	46,68	\$	64.45	\$ 97,088.86	\$134,046.60
	14	\$	44.56	\$	61.51	\$ 92,686.07	\$127,941.24
;	13	\$	42.44	\$	58.57	\$ 88,283.28	\$121,835.88
	12	\$	40.33	\$	55.64	\$ 83,880.49	\$115,730.52
	11	\$	38.21	\$	52.70	\$ 79,477.70	\$109,625.16
:	10	\$	36.09	\$	49.77	\$ 75,074.92	\$103,519.80
	9	\$	33.97	\$	46.83	\$ 70,663.20	\$ 97,414.44
	8	\$	31.86	\$	43.90	\$ 66,258.92	\$ 91,309.07
	7	\$	29.74	\$	40.96	\$ 61,854.63	\$ 85,203.71
	6	\$	27.63	\$	38.03	\$ 57,474.68	\$ 79,098.35
	5	\$	25.51	\$	35.09	\$ 53,070.40	\$ 72,992.99
	4	\$	23.40	\$	32.16	\$ 48,666.12	\$ 66,887.63
	3	\$	21.28	\$	29.22	\$ 44,261.83	\$ 60,782.27
	2	\$	19.16	\$	26.29	\$ 39,857.55	\$ 54,676.90
	1	\$	17.04	Ś	23.35	\$ 35,453.27	\$ 48,571.54

LAST NAME	lake	GRADE	CON	L/2023 VERSION OPEN GE SCALE
COOK	S	9	\$	41.64
COOK	Α	9	Ś	38.94

٥٨٠٥GMA١	P	9	\$ 30.20	
WERSAL](8	\$ 36.53	
ASMUS	D	8	\$ 34.50	
CLINE	JO	8	\$ 34.50	
WINTER	T	8	\$ 33.53	
BENNETT	K	8	\$ 31.69	
PARENTEAL	N	8	\$ 30.79	
YUNKER	N	8	\$ 29.93	
FRIESNER	N	8	\$ 29.09	
TIERNEY	T	8	\$ 28.32	
JINDRA	D	8	\$ 28.32	
JOHNSON	Z	8	\$ 28.32	
WINKLE	D	8	\$ 28.32	
MADSEN	JE	6	\$ 25.30	

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	Grade	MIN	MA
		FLSA Nor	n-Exem
	20	\$ 50.90	\$ 70.
	19	\$ 49.02	\$ 67.
	18	\$ 47.14	\$ 65.
	17	\$ 45.26	\$ 62.
	16	\$ 43.38	\$ 59.
	15	\$ 41.50	\$ 57
	14	\$ 39.61	\$ 54
	13	\$ 37.73	\$ 52
	12	\$ 35.85	\$ 49
	11	\$ 33.97	\$ 46
	10	\$ 32.09	\$ 44.
	9	\$ 30.20	\$ 41
	8	\$ 28.32	\$ 39.
	7	\$ 26.44	\$ 36
	.6	\$ 24.56	\$ 33.
	5	\$ 22.68	\$ 31
	4	\$ 20.80	\$ 28.
	3	\$ 18.92	\$ 25.
	2	\$ 17.04	\$ 23
eleted:	1	\$ 15.15	\$ 20

30

AITKIN COUNTY SHERIFF OFFICE LICENSED ESSENTIAL UNIT CONTRACT $202\underline{6}\text{-}202\underline{8}\text{.}$

OPEN I	RAN	IGE	SCALE	FOI	R JANU	ARY 1, 2027	
Grade		MI	N	M	AX	MIN	MAX
		FLS	SA Non	-Exe	empt	FLSA Exempt	
	21	\$	61.75	\$	85.34	\$128,441.52	\$177,507.28
	20	\$	59.55	\$	82.29	\$123,866.91	\$171,156.35
	19	\$	57.35	\$	79.23	\$119,288.01	\$164,806.77
	18	\$	55.15	\$	76.18	\$114,709.11	\$158,457.20
	17	\$	52.95	\$	73.13	\$110,130.21	\$152,107.62
	16	\$	50.75	\$	70.08	\$105,551.31	\$145,758.04
	15	\$	48.54	\$	67.02	\$100,972.41	\$139,408.47
	14	\$	46.34	\$	63.97	\$ 96,393.51	\$133,058.89
	13	\$	44.14	\$	60.92	\$ 91,814.61	\$126,709.32
	12	\$	41.94	\$	57.87	\$ 87,235.71	\$120,359.74
	11	\$	39.74	\$	54.81	\$ 82,656.81	\$114,010.16
	10	\$	37.54	\$	51.76	\$ 78,077.91	\$107,660.59
	9	\$	35.33	\$	48.71	\$ 73,489.73	\$101,311.01
	8	\$	33.13	\$	45.65	\$ 68,909.27	\$ 94,961.44
	7	\$	30.93	\$	42.60	\$ 64,328.82	\$ 88,611.86
	6	\$	28.74	\$	39.55	\$ 59,773.67	\$ 82,262.28
	5	\$	26.54	\$	36.50	\$ 55,193.22	\$ 75,912.71
	4	\$	24.33	\$	33.44	\$ 50,612.76	\$ 69,563.13
	3	\$	22.13	\$	30.39	\$ 46,032.31	\$ 63,213.56
	2	\$	19.93	\$	27.34	\$ 41,451.85	\$ 56,863.98
	1	\$	17.73	\$	24.29	\$ 36,871.40	\$ 50,514.40

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Grade MIN MAX FLSA Non-Exempt 20 \$ 52.94 \$ 73.15 19 \$ 50.98 \$ 70.44 18 \$ 49.03 \$ 67.72
20 \$ 52.94 \$ 73.15 19 \$ 50.98 \$ 70.44
19 \$ 50.98 \$ 70.44
AND ASSESSMENT OF THE PROPERTY
18 \$ 49.03 \$ 67.72
17 \$ 47.07 \$ 65.01
16 \$ 45.11 \$ 62.30
15 \$ 43.16 \$ 59.58
14 \$ 41.20 \$ 56.87
13 \$ 39.24 \$ 54.16
12 \$ 37.28 \$ 51.44
11 \$ 35.33 \$ 48.73
10 \$ 33.37 \$ 46.01
9 \$ 31.41 \$ 43.30
8 \$ 29.45 \$ 40.59
7 \$ 27.49 \$ 37.87
6 \$ 25.55 \$ 35.16
5 \$ 23.59 \$ 32.45
4 \$ 21.63 \$ 29.73
3 \$ 19.67 \$ 27.02
2 \$ 17.72 \$ 24.30
1 \$ 15.76 \$ 21.59

31

Min/Max post adjusted 4% 1/1/2027

Grade		MI	N	M	ΔX	MI	N	MA	XX
		FLS	SA Non	-Exe	empt	FLS	A Exempt		
	21	\$	64.22	\$	88.75	\$	133,579.18	\$	184,607.57
	20	\$	61.93	\$	85.58	\$	128,821.58	\$	178,002.60
	19	\$	59.64	\$	82.40	\$	124,059.53	\$	171,399.04
	18	\$	57.35	\$	79.23	\$	119,297.47	\$	164,795.48
	17	\$	55.07	\$	76.05	\$	114,535.42	\$	158,191.93
	16	\$	52.78	\$	72.88	\$	109,773.36	\$	151,588.37
	15	\$	50.49	\$	69.70	\$	105,011.31	\$	144,984.81
	14	\$	48.20	\$	66.53	\$	100,249.25	\$	138,381.25
	13	\$	45.91	\$	63.35	\$	95,487.20	\$	131,777.69
	12	\$	43.62	\$	60.18	\$	90,725.14	\$	125,174.13
	11	\$	41.33	\$	57.01	\$	85,963.09	\$	118,570.57
	10	\$	39.04	\$	53.83	\$	81,201.03	\$	111,967.01
	9	\$	36.74	\$	50.66	\$	76,429.32	\$	105,363.45
	8	\$	34.45	\$	47.48	\$	71,665.64	\$	98,759.89
	7	\$	32.16	\$	44.31	\$	66,901.97	\$	92,156.33
	6	\$	29.89	\$	41.13	\$	62,164.62	\$	85,552.78
	5	\$	27.60	\$	37.96	\$	57,400.94	\$	78,949.22
	4	\$	25.31	\$	34.78	\$	52,637.27	\$	72,345.66
	3	\$	23.02	\$	31.61	\$	47,873.60	\$	65,742.10
	2	\$	20.73	\$	28.43	\$	43,109.93	\$	59,138.54
	1	\$	18.44	\$	25.26	\$	38,346.25	\$	52,534.98

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	OPEN RAN	IGE SCALE	FOR JANU	Al
	Grade	MIN	MAX	
		FLSA Nor	n-Exempt	F
	20	\$ 55.06	\$ 76.08	
	19	\$ 53.02	\$ 73.26	
	18	\$ 50.99	\$ 70.43	
	17	\$ 48.95	\$ 67.61	!
	16	\$ 46.92	\$ 64.79	
	15	\$ 44.88	\$ 61.97	
	14	\$ 42.85	\$ 59.14	
	13	\$ 40.81	\$ 56.32	
	12	\$ 38.78	\$ 53.50	
	11	\$ 36.74	\$ 50.68	1
	10	\$ 34.71	\$ 47.85	1
	9	\$ 32.67	\$ 45.03	
	8	\$ 30.63	\$ 42.21	!
la l	7	\$ 28.59	\$ 39.39	
	6	\$ 26.57	\$ 36.57	1
	5	\$ 24.53	\$ 33.74	!
	4	\$ 22.50	\$ 30.92	
	3	\$ 20.46	\$ 28.10	
	2	\$ 18.43	\$ 25.28	
Deleted:	1	\$ 16.39	\$ 22.45	

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EMPLOYEE NUMBER	WAGE 2025	GRADE	JOB TITLE	RANG	026 (6% WITHIN GE MOVEMENT, TO EXCEED THE MAX)	1/1/2027 (7% WITHIN RANGE MOVEMENT, NOT TO EXCEED THE MAX)	1/1/2028 (5% WITHIN RANGE MOVEMENT, NOT TO EXCEED THE MAX)	Scale Max 2026	Scale Max 2027	Scale Max 2028
327	\$ 30.940	8	DEPUTY SHERIFF	\$	32.80	\$ 35.09	\$ 36.85	\$ 43.90	\$ 45.65	\$ 47.48
405	\$ 39.580	8	DEPUTY SHERIFF	\$	41.95	\$ 44.89	\$ 47.14	\$ 43.90	\$ 45.65	\$ 47.48
749	\$ 33.520	8	DEPUTY SHERIFF	\$	35.53	\$ 38.02	\$ 39.92	\$ 43.90	\$ 45.65	\$ 47.48
901	\$ 31.230	8	DEPUTY SHERIFF	\$	33.10	\$ 35.42	\$ 37.19	\$ 43.90	\$ 45.65	\$ 47.48
916	\$ 27.350	6	SECURITY/TRANSPORT DEP	\$	28.99	\$ 31.02	\$ 32.57	\$ 38.03	\$ 39.55	\$ 41.13
1000	\$ 30.630	8	DEPUTY SHERIFF	\$	32.47	\$ 34.74	\$ 36.48	\$ 43.90	\$ 45.65	\$ 47.48
1073	\$ 39.580	8	DEPUTY SHERIFF	\$	41.95	\$ 44.89	\$ 47.14	\$ 43.90	\$ 45.65	\$ 47.48
1100	\$ 44.670	9	INVESTIGATOR/PATROL SEI	\$	46.83	\$ 48.71	\$ 50.66	\$ 46.83	\$ 48.71	\$ 50.66
4463	\$ 45.030	9	INVESTIGATOR/PATROL SE	\$	46.83	\$ 48.71	\$ 50.66	\$ 46.83	\$ 48.71	\$ 50.66
1128	\$ 31.310	6	SECURITY/TRANSPORT DEP	\$	33.19	\$ 35.51	\$ 37.29	\$ 38.03	\$ 39.55	\$ 41.13
1510	\$ 31.230	8	DEPUTY SHERIFF	\$	33.10	\$ 35,42	\$ 37.19	\$ 43.90	\$ 45.65	\$ 47.48
1717	\$ 35.040	9	INVESTIGATOR	\$	37.14	\$ 39.74	\$ 41.73	\$ 46.83	\$ 48.71	\$ 50.66
2445	\$ 32.490	8	DEPUTY SHERIFF	\$	34.44	\$ 36.85	\$ 38.69	\$ 43.90	\$ 45.65	\$ 47.48
3470	\$ 33.520	8	DEPUTY SHERIFF	\$	35.53	\$ 38.02	\$ 39.92	\$ 43.90	\$ 45.65	\$ 47.48
3709	\$ 33.520	8	DEPUTY SHERIFF	\$	35.53	\$ 38.02	\$ 39.92	\$ 43.90	\$ 45.65	\$ 47.48
3804	\$ 41.000	9	INVESTIGATOR/PATROL SEI	\$	43.46	\$ 46.50	\$ 48.83	\$ 46.83	\$ 48.71	\$ 50.66
4445	\$ 32.330	8	DEPUTY SHERIFF	\$	34.27	\$ 36.67	\$ 38.50	\$ 43.90	\$ 45.65	\$ 47.48
4857	\$ 32.490	8	DEPUTY SHERIFF	\$	34.44	\$ 36.85	\$ 38.69	\$ 43.90	\$ 45.65	\$ 47.48
5167	\$ 32.490	8	DEPUTY SHERIFF	\$	34.44	\$ 36.85	\$ 38.69	\$ 43.90	\$ 45.65	\$ 47.48
5285	\$ 34.340	8	DEPUTY SHERIFF	3	36.40	\$ 38.95	\$ 40.90	\$ 43.90	\$ 45.65	\$ 47.48
5314	\$ 33,430	8	DEPUTY SHERIFF	\$	35.44	\$ 37.92	\$ 39.81	\$ 43.90	\$ 45.65	\$ 47.48

^{*}Hours vary, payroll will verify union status.

^{1/1/2026:} Employee #4463 will be provided with a one-time lump sum payment of \$1,000.

^{1/1/2027:} Employee #4463 and #1100 will be provided with a one-time lump sum payment of \$1,000.

^{1/1/2028:} Employee #4463 and #1100 will be provided with a one-time lump sum payment of \$1,000.

MEMORANDUM OF AGREEMENT (HOLIDAY PAY) AND GRIEVANCE SETTLEMENT

This Holiday Pay MOA is being renewed with the 2026-2028 Agreement.

This Memorandum of Agreement is entered into by and between Aitkin County ("County") and Law Enforcement Labor Services, Inc., Local 532 ("Union").

WHEREAS, the County and Union are parties to a collective bargaining agreement in effect from January 1, 2023 through December 31, 2025 setting forth terms and conditions of employment for the bargaining unit employees, including pay for overtime and for holidays;

WHEREAS, the County and Union wish to clarify the parameters for overtime eligibility that coincide or occur within the same week of a holiday;

NOW, THEREFORE, the County and Union agree that, **effective October 1, 2024**, **Article 14, Section 5** shall be removed and replaced with the following language:

- 1. Remove current language: Section 5. The employer agrees to Holidays Hours Worked counting towards the computation of overtime. Timesheets must be filled out properly with overtime being recorded only after 40 hours of actual work+PTO+holiday pay. No stacking of hours will be allowed. (retain this red paragraph)
- 2. Replace with this language: Section 5. When an employee works on the holiday, the actual hours worked count as time worked for the purpose of overtime computation. When an employee receives time-and-a-half pay for working a holiday, the actual hours worked count towards the computation of overtime, but the holiday hours do not count towards the computation of overtime.

Examples of new Section 5 language application to various situations:

Example - Employee Works on the Holiday

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
Hours Worked	10	10		10	10		
beautiful and the second secon		8 Holiday					

Employee will be paid 30 hours REG (Sun, Wed, Thurs), 10 hours at time-and-a-half (Mon), and 8 hours Holiday at REG (Mon).

Example - Employee Works on the Holiday

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
Hours Worked	10	10		10	10		10
		8 Holiday					

Employee will be paid 30 hours REG (Sun, Wed, Thurs), 20 hours at time-and-a-half (Mon, Sat), and 8 hours Holiday at REG (Mon).

When an employee does not work on a holiday, the holiday hours do not count towards the computation of overtime, as noted in Article 15, Section 4.

Examples:

Example - Employee does not work on the Holiday

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
Hours Worked	10	off		10	10	10	
		8 Holiday					

Employee will be paid 40 hours REG (Sun, Wed, Thurs, Fri), and 8 hours Holiday at REG (Mon).

Example - Employee does not work on the Holiday

	Sun	Mon	Tue	Wed	Thurs	Fri	Sat
Hours Worked	10	off		10	10	10	10
		8 Holiday					

Employee will be paid 40 hours REG (Sun, Wed, Thurs, Fri), 10 hours at time-and-a-half (Sat), and 8 hours Holiday at REG (Mon).

The parties agree that stacking of hours will not be permitted. 'Stacking of hours' refers to combining various types of paid time, for example regular, overtime, or holiday, within the same shift or work week to increase total compensation. This practice can lead to excessive or improper overtime pay and is therefore prohibited. Employees cannot layer multiple pay categories to generate additional overtime pay, except as described in section A below.

An employee who has been scheduled to work a holiday and subsequently requests and is granted the day off, has two options, both of which result in the PTO hours being counted towards overtime eligibility:

- A. Use 10 hours of PTO (or the number of hours equal to their shift) of PTO. The employee will also receive 8 hours of holiday pay (REG) at their regular base wage.
- B. Use 2 hours (or the number of hours necessary to receive a full day's pay). The employee will also receive 8 hours of holiday pay (REG) at their regular base wage.

Please note that PTO used on a holiday is not paid at time-and-a-half. The parties acknowledge that "stacking of hours" in Article 14, Section 5 refers to double counting the same hours when calculating whether the number of total hours exceed the threshold for overtime pay. The parties further acknowledge that the intent of this MOU is not to degrade, alter, or in any way change CBA provisions

that identify hours eligible for calculating overtime pay, for example Article 15, Section 4.

- 4. The parties also agree that Article 10, Weekly Hours and Overtime Rates, pertains to hours actually worked. If an employee is normally scheduled to work a 10-hour day and they actually work 12 hours on a given day, they will be paid for 10 hours at their regular rate and 2 hours at time-and-a-half for that shift. The parties also agree that, except as expressly provided within the collective bargaining agreement, Article 10, Weekly Hours and Overtime Rates, pertains to hours actually worked.
- On August 2, 2024, an employee filed a Step 1 grievance requesting that employees who did not work on the July 4, 2024, holiday receive time and a half pay for the 8-hour holiday, instead of straight time (REG). While the employer does not agree with the grievance the parties agree to resolve the July 4, 2024, grievance through this MOA as follows: current LELS Licensed Essential unit members employed as of the date that this MOA is signed by the County Board and who did not work on July 4, 2024, will receive an additional 4 hours of holiday pay for that holiday. Eligible members are limited to Jon Cline (grievant), Frik Skahl, Dalton Winkle, and Travis Winter. Keith Bennett, Colton Cobb, and Tristan Rudenick are no longer employed and are excluded from this settlement. Payment will be issued in the pay period following Board ratification of this MOA. The parties agree that this MOA resolves all holiday pay matters that may have occurred prior to October 1, 2024, when this MOA becomes effective.

The County and Union agree that this MOA shall not set a precedent for any future matters between the parties.

This memorandum constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 3rd day of January, 2025. Renewed this 25th day of November, 2025.

FOR LOCAL NO. 504	FOR COUNTY OF AITKIN:
LELS Business Agent	Chairperson
Union Steward	County Administrator
Union Steward	

4. The parties also agree that Article 10, Weekly Hours and Overtime Rates, pertains to hours actually worked. If an employee is normally scheduled to work a 10-hour day and they actually work 12 hours on a given day, they will be paid for 10 hours at their regular rate and 2 hours at time-and-a-half for that shift. The parties also agree that, except as expressly provided within the collective bargaining agreement, Article 10, Weekly Hours and Overtime Rates, pertains to hours actually worked.

The County and Union agree that this MOA shall not set a precedent for any future matters between the parties.

This memorandum constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 3rd day of January, 2025. Renewed this 25th day of November, 2025.

FOR LOCAL NO. 504	FOR COUNTY OF AITKIN:
Doug terming 11/18/2025	
LELS Business Agent	Chairperson
Dal ant 208 11/18/2025	
Union Steward	County Administrator
# D# 11/19/2025	

Union Steward



Board of County Commissioners Agenda Request

12B
Agenda Item#

Requested Meeting Date: November 25, 2025

Title of Item: Ratify 2026-2028 Teamsters Local #346 Non-Licensed Essential Unit Agreen		
✓ REGULAR AGENDA Action Requested: □ Direction Requested ✓ Approve/Deny Motion □ Discussion Item CONSENT AGENDA Adopt Resolution (attach draft) □ Information Only Hold Public Hearing *provide copy of hearing notice that was published		
Submitted by: Bobbie Danielson, HR Director Bobbie Danielson, HR Director		
Presenter (Name and Title) Bobbie Danielson, HR Director Estimated Time Needed: 2-3 minutes		
Summary of Issue:		
The employer and Teamsters union met on October 23, 2025 and reached a tentative agreement for the 2026–2028 contract. The union voted to ratify the Agreement. We are requesting Board ratification of the Agreement today. A redlined copy of the agreement showing all changes is attached. Wages: Pattern settlement for 1/1/2026 and 1/1/2027. 5% within range movement 1/1/2028. Shift differential increased from \$1.00 to \$1.25/hour 6:00 p.m. to 6:00 a.m. Employer's health insurance contribution increase from \$1275/month to \$1297/mo (2026), \$1318/mo (2027), \$1339/mo (2028). (\$21-22/month increase.) Personal Leave may accumulate up to 80 hours at any given time. (Previously 36 hours max accumulation.) Revised peer-to-peer trainer pay from \$80/pay period to \$1/hour for Dispatcher/Jailer job classification. MN Paid Leave (PFML) section added. 50:50 premium split. Employees can use supplemental benefits to "top off" the PFML payment. Any OT earned in the month of December will be paid out as wages rather than accrued as comp time. All comp time hours unused at the end of November will be paid out in December. ESST Weather Event Exception MOA added. Both the union and the employer believe waiving the use of ESST for weather events is in the best interest of public safety. Miscellaneous language updates.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: otion to ratify the 2026-2028 Teamsters Non-Licensed Essential unit Agreement.		
inancial Impact: s there a cost associated with this request? What is the total cost, with tax and shipping? \$ As described. s this budgeted? No Please Explain: ne 2026 wages are budgeted.		

AGREEMENT

By and Between

AITKIN COUNTY

and

GENERAL DRIVERS, WAREHOUSEMEN, HELPERS & INSIDE EMPLOYEES LOCAL UNION NO. 346 (NON-LICENSED ESSENTIAL UNIT)

Duluth, Minnesota

January 1, 2026 to December 31, 2028

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PREAMBLE

Aitkin County, hereinafter referred to as the "Employer" and the General Drivers, Dairy Employees, Warehousemen, Helpers and Inside Employees Local Union No. 346 of Duluth, Minnesota, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, representing employees in those classifications covered by this Agreement, hereinafter referred to as the "Union", agree to the following provisions covering wages, hours and working conditions during the period of this Agreement. This Agreement shall supersede and replace all previous agreements between the parties hereto.

TERMS AND RELATIONS

This Agreement is intended to secure proper employment terms and conditions of said Employer and to advance friendly relations between the Employer and the employees. Both the Employer and the employees agree to carry it out fairly.

CONDITIONS OF EMPLOYMENT

The Employer agrees that all conditions of employment relating to wages, hours of work, overtime differentials, PTO, extended sick leave, and other benefits shall be maintained at not less than the highest minimum standard in effect at the time of signing this Agreement, and the conditions of employment shall be improved wherever specific provisions for improvement are made elsewhere in this Agreement.

ARTICLE 1.

Section 1. RECOGNITION

Local Union No. 346, affiliated with the International Brotherhood of Teamsters, Chauffeurs, Warehousemen and Helpers of America, shall be recognized as the sole and exclusive collective bargaining agent for all non-licensed essential employees of the Aitkin County Sheriff's Department, Aitkin, Minnesota, whose service exceeds 67 working days in a calendar year or the lesser of 14 hours per week or 35% of the normal work week, excluding supervisory, confidential and licensed essential employees, as set forth in the Certification of Exclusive Representative, BMS Case No. 00-PCE-454, dated October 20, 1999, by the Minnesota Bureau of Mediation Services.

Section 2. REPRESENTATION

(A) The Union shall be the sole representative of all classifications of employees covered by this Agreement in collective bargaining with the Employer, and there shall be no discrimination against any employee because of non-union affiliation.

(B) JOB STEWARD. Aitkin County recognizes the right of the Union to designate Job Stewards to handle such Union business as may from time to time be delegated to the

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Job Stewards by the Union. The Employer shall be notified in writing of the names of the employees designated as Job Stewards.

Section 3. CHECK OFF

The Employer agrees to deduct from the pay of all employees covered by this Agreement, dues and initiation fees of the Local Union having jurisdiction over such employees, and agrees to remit to said Local Union all such deductions. Where laws require written authorization by the employee, the same is to be furnished in the form required. No deduction shall be made which is prohibited by applicable law. Check-off procedures and timing shall be worked out locally. If there is no agreement, the matter shall be referred to the grievance procedure.

Section 4. UNION SECURITY

- (A) In recognition of the Union as the exclusive representative, the Employer shall deduct from the pay of all employees an amount sufficient to provide payment of initiation fees and dues established by the Union from the wages of all employees expressly authorizing, in writing, such a deduction. The Employer shall remit such deduction to the appropriate designated officers of the Union.
- (B) 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 any action taken or not taken by the Employer under the provisions of this section.

Section 5. TIME OFF

- (A) The Employer agrees to grant reasonable and necessary time off, without discrimination or loss of seniority rights and without pay, to any employee designated by the Union to attend a labor convention or serve in any capacity or other Official Union business, provided one (1) week's written notice is given to the Sheriff by the Union, specifying length of time off. The Union agrees that in making its request for time off for Union activities, due consideration shall be given to the number of individuals affected in order that there shall be no disruption of the Employer's operations due to lack of available employees.
- (B) The Employer will not pay any employee to come in on their scheduled time or day(s) off for negotiations, but when on-duty, the Employer will permit the Teamsters Negotiating Committee, comprised of up to two members of the bargaining unit, to appear at all negotiation meetings with the Employer without the loss of pay.

ARTICLE 2.

Section 1. VESTED RIGHT OF MANAGEMENT

The right to employ, transfer, direct and discipline employees and the management of the property and equipment of Aitkin County is reserved and shall be vested exclusively in the County Board, including the sole authority of the County Board to define "cause" for

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management action. The County Board through authority vested by the Minnesota State Statutes shall have the right to determine how many individuals will be employed or retained together with the right to exercise full control and discipline in the proper conduct of its operation. The County Board shall have the sole right to contract for any work it chooses, and direct employees to perform such work wherever located in its jurisdiction. The County Board shall have the exclusive right to determine the hours of employment and the length of the work week and to make changes in the detail of the employment of the various employees from time to time as is deemed necessary for the efficient operation of the Sheriff's Department, and the Union and the members agree to cooperate with the County Board in all respects to promote the efficient operation of the Sheriff's Department. The Union will be notified by the County Board or designee of any said changes or adjustments. The provisions of this Article are subject to the procedural rights of the employees as set forth in the other Articles contained in this Agreement.

ARTICLE 3.

Section 1. EMPLOYMENT STATUS DEFINITIONS

- (A) A regular full-time employee is hereby defined as a person hired to fill a permanent position with full employment annually.
- (B) A temporary or seasonal employee is hereby defined as a person hired for a period of time not to exceed six (6) months and they shall be separated from the payroll at the end of such period. At the time of hiring, temporary and seasonal employees will be notified that their employment is temporary or seasonal and that they shall accrue no rights under this Agreement for such periods of time worked. Successive appointments to temporary or seasonal positions will not be made unless mutually agreed to between the County and the Union.
- (C)A permanent part-time employee is hereby defined as a person hired to work less than a regular full-time employee on a regular basis, typically between 14 and 29 hours per week on average. Part-time employees who work less than 14 hours per week on average are not covered by this Agreement.

ARTICLE 4.

Section 1. PROBATION

(A) All newly hired employees shall serve a one year probationary period of continuous service. During such probationary period they shall not accrue any seniority rights and shall be subject to dismissal for any reason without recourse to the grievance procedure. Upon completion of the one (1) year probationary period, the employee shall be granted seniority rights from the date of original hire.

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ARTICLE 5.

Section 1. SENIORITY

- (A) The seniority of all employees covered by the terms of this Agreement shall begin with the employee's starting date of employment as a regular full-time or permanent part-time employee, provided, however, that no time prior to discharge or quit shall be included. The employee's seniority shall not be diminished by:
 - 1. temporary lay-off due to lack of work,
 - 2. shortage of funds,
 - 3. or any other contingency beyond the control of either party to this Agreement.
- (B) The policy of seniority shall prevail to regular full-time and permanent part-time employees. Permanent part-time employees shall be listed on the bottom of the seniority list in proper sequence and shall so state that they are part-time employees.
- (C)The seniority list shall be posted and kept up-to-date annually by the Sheriff Employer. A copy of the list shall be made available to Teamsters Local No. 346. Said seniority list shall contain the name and starting date of each employee.
- (D) Beginning on the date of ratification of this 2023-2025 Agreement, Permanent part-time employees who accept a position of regular full-time shall have their part-time seniority pro-rated and credited dating from their original date of hire with the Employer as long as it is continuous employment and reflects their time in this bargaining unit. An example: If an employee was hired on January 1, 2018 and worked part-time 20 hours per week for five years and then accepted a regular full-time position on January 1, 2023, their seniority date of January 1, 2018 listed on the part-time seniority roster would be pro-rated as 2 ½ years (full-time equivalent) and they would be added to the full-time seniority roster with a seniority date of July 1, 2020.
- (E) While working in a part-time, seasonal, or temporary position, no permanent part-time, seasonal, or temporary employee shall exceed in seniority a regular full-time position employee.
- (F) In the event the County decides to lay off employees, layoff shall be in the inverse order of seniority by classification. Permanent part-time employees shall be laid off prior to full-time employees.
 - A Correctional Officer being laid off who has greater bargaining unit seniority may bump the least senior Dispatcher/Jailer.
 - b. A Dispatcher/Jailer being laid off who has greater bargaining unit seniority may bump the least senior Correctional Officer.

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c. A Jail Sergeant being laid off who has greater bargaining unit seniority may bump the least senior employee in either the Correctional Officer or the Dispatcher/Jailer classification.

d. An employee being laid off who exercises seniority rights to bump into another classification shall be in a probationary status as to the new position for ninety (90) calendar days.

(G)Seniority shall terminate if:

- 1. An employee quits.
- 2. An employee is discharged for cause and is not reinstated.
- 3. An employee is absent because of a layoff for a period exceeding one (1) year.

ARTICLE 6.

Section 1. SCHOOLING

All employees who are required to attend school shall be paid the straight time hourly rate for each day of attendance at school. It is further agreed that they shall be reimbursed for necessary and actual expenses in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts.

ARTICLE 7.

Section 1. SAFETY EQUIPMENT

No employee shall be required to drive a vehicle that does not comply with all state and city safety regulations. All vehicles shall be equipped with adequate heaters, air conditioners, defrosters, and matting.

Section 2. EXPENSES

All employees, when away from their homes overnight because of their duty, or outside the County, shall be reimbursed for food and lodging expenses during their absence in accordance with the established policy of the County of Aitkin on presentation of expense report with receipts.

Section 3. LOSS OR DAMAGE

Employees shall not be charged for loss or damage to equipment unless clear proof of negligence is shown. This Article is not to be construed as applying to charging for normal usage or wear and tear on equipment.

ARTICLE 8.

Section 1. UNIFORMS

The County agrees to supply to all regular full-time employees four (4) uniforms. Replacements will be furnished when needed.

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Permanent part-time employees will be issued two (2) uniforms.

ARTICLE 9.

Section 1. MEDICAL EXAMINATIONS

- (A) Physical, mental or other examinations required by the Employer shall be promptly complied with by all employees, provided, however, the Employer shall pay for all such examinations. Examinations not to exceed one in any one year, unless the employee has suffered serious injury or illness during the year. Employees shall receive their regular compensation and shall not be deducted pay for time spent during an examination required by the Employer.
- (B) If the employee disagrees with the results of the medical examination required by the Employer, the employee may be examined by a doctor chosen by the employee or the Union. The Employer shall not be required to pay for said examination. The employee and the Union shall provide the Employer with a copy of the second opinion.
- (C) If the opinions of the Employer's and the employee's or Union's physician differ, the Employer may require the employee to submit to a third examination by a physician at the expense of the Employer. Either party may propose the third examination location, however, if no agreement is mutually reached between the parties within fourteen (14) calendar days (unless the parties agree within this timeframe to extend the timeline), the third examination will be conducted by a physician at Essentia Health Baxter, at the expense of the Employer. The opinion of the third physician shall be binding. Employees shall receive their regular compensation and shall not be deducted pay for time spent during this third examination.

ARTICLE 10.

Section 1. WEEKLY HOURS AND OVERTIME RATES

- (A) The Sheriff's Department maintains the facilities on a twenty-four (24) hour a day basis. The Employer shall establish work schedules for its employees and shall post the schedules for one (1) week.
- (B) In an 8 hour per day schedule: All hours over eight (8) hours per day and/or 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay. Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid for call out time.
- (C) In a 10 hour per day schedule: All hours over ten (10) hours per day and/or 40 hours per week shall be paid at one and one-half (1-1/2) times the rate of pay. Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid for call out time.

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(D) In a 12 hour per day schedule: All hours over twelve (12) hours per day and/or eighty-four (84) hours per two (2) week payroll period shall be paid at one and one-half (1-1/2) times the rate of pay. Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid for call out time.

Section 2. REST BREAKS

(E) If the needs of the service permit, all employees who are scheduled to work eight (8) and ten (10) hour shifts shall be allowed two (2) fifteen (15) minutes rest breaks in each shift, at times determined by the work load. If the needs of the service permit, all employees who are scheduled to work twelve (12) hour shifts shall be allowed three (3) fifteen (15) minute rest breaks in each shift, at times determined by the work load.

Section 3. SENT HOME UPON ARRIVAL

When a regular full-time or permanent part-time employee reports to work in accordance with the work schedule without having been previously notified by their supervisor or designee not to report to work and are sent home upon arrival, they shall receive a minimum of 2 hours pay at the employee's straight time rate of pay.

Section 4. CALL OUT TIME

Overtime at the rate of one and one-half (1-1/2) times the regular rate shall be paid for call out time. Call out time is defined as when an employee is called back to work after completing their regularly scheduled work day, or is called out for work during scheduled time off, generally with short notice, to come in and help with an emergency. (Note: Call out time does not apply to an extension of or early report to a regularly scheduled shift. Call out time does not apply to extra shifts that an employee volunteers to work or is ordered or requested to work for standard scheduling purposes. Call out time does not apply to pre-scheduled training dates or mandatory staff meetings.)

Section 5. COMP TIME

- (A) At the discretion of the Sheriff, employees shall be permitted to accrue compensatory time off hours in lieu of the overtime pay set forth in Article 10 of the collective bargaining agreement.
- (B) Compensatory time shall accrue at the rate of one and one-half (1-1/2) hours for each overtime hour worked:
- (C) Use of compensatory time is subject to the prior approval of the Sheriff or designee and the needs of the Sheriff's Office.
- (D) It is agreed and understood that the use of compensatory time shall not result in overtime hours for any other employee of the Sheriff's Office.
- (E) The maximum compensatory time accrual shall be fifty (50) hours.

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Any overtime earned in the month of December will be paid out as wages rather than accrued as compensatory time. There will be no compensatory time accruals in the month of December. All compensatory time hours accrued and unused as of the end of November shall be paid out at the beginning of December on an off-payroll week (i.e., not during a regular payroll week). Such payouts shall occur within the same calendar year in which the compensatory time hours were earned.

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year so as to not carry a balance forward into each
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Section 6. COURT TIME

An employee who is scheduled to appear in court during the employee's scheduled off duty time shall receive a minimum of four (4) hours pay at the employee's regular base rate of pay, unless the court appearance is cancelled by 6:00 p.m. prior to the business day of the scheduled court appearance. These hours shall be used in computing overtime pay. An extension of or early report to a regularly scheduled shift for court appearance does not qualify the employee for the four (4) hour minimum. Note: Court Time shall be entered as Regular hours on the employee's timesheet unless the employee has already worked 40 hours per week (Dispatchers) or 84 hours per pay period (Correctional Officers and Jail Sergeants).

ARTICLE 11.

Section 1. PAY PERIOD

All employees covered by this Agreement shall be paid bi-weekly on Friday for work performed during the previous pay period. If a holiday falls on Friday, pay day will be the last workday before the holiday. Each employee shall be provided with a statement of gross earnings and an itemized statement of all deductions made for any purpose.

Section 2. TIMESHEETS

All payroll and timesheet related discrepancies will be initiated at Step 2 of the grievance procedure.

ARTICLE 12.

Section 1. PROMOTIONS

(A) In filling job vacancies or new positions preference shall be given to those employees oldest in point of service, provided, however, that the qualifications and physical fitness of the employees being considered for the job have to be relatively equal. In judging employee's qualifications for the job, the following factors shall be considered:

- 1. Ability to perform related work.
- 2. Attitude.
- 3. Aptitude.

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- Versatility.
- 5. Efficiency.
- 6. Previous work record.
- 7. Attendance.

Where qualifications and ability are equal, then seniority shall prevail.

- (B) Promotions from permanent part-time employment to regular full-time employment shall be made according to the above paragraph. Full-time employees will be given first consideration over permanent part-time employees when Jail Sergeant positions become available.
- (C) All job vacancies or new positions shall be posted on the intranet for a period of five (5) weekdays (Monday through Friday) so that the interested employees may have an opportunity to apply. Such notice shall state the requirements of the job. Employees shall apply for the vacancy or new position in writing, and only those applicants who meet the requirements shall be considered. Internal applicants from the bargaining unit who meet the requirements of the position shall be selected to fill vacancies before the County advertises the position. If there is more than one internal applicant from the bargaining unit, selection will be based upon the criteria set forth in the first paragraph of this Article 12.
- (D) The successful applicant shall have a ninety (90) calendar day trial period in which to demonstrate his or her ability to perform the job. If during such period the Employer considers the employee unqualified, they shall be returned to their former position and rate of pay without loss of seniority rights.
- (E) The Employer may make immediate temporary assignments to fill any vacancy or new position while the job posting procedures are being carried out. If there is a dispute involving the provisions of this Article it shall be referred to the grievance procedure of this Agreement for resolution.

ARTICLE 13.

Section 1. LEAVE OF ABSENCE

(A) Family and Medical Leave - Eligible employees will be granted FMLA in accordance with legal mandates and County policy.

(B) Minnesota Paid Leave (PFML). Beginning January 1, 2026, the employer and the employee shall equally split the cost of Minnesota family and medical leave premiums (Statute 268B.14). The employee portion shall be paid through payroll deduction.

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The Employer will allow employees to use supplemental benefits, including Extended Sick Leave, Personal Leave, and then PTO concurrently with Paid Family and Medical Leave (PFML) benefits, provided that the employee elects this option at the start of their leave. This supplemental benefit will continue until the leave ends or all supplemental benefits are exhausted, whichever occurs first, ensuring that the combined total does not exceed the employee's regular base salary.

(C) Leave of Absence - Any employee desiring a leave of absence from his or her employment shall secure written permission from the Sheriff or the Sheriff's designee. The maximum leave of absence shall be two (2) thirty (30) day periods and may be extended for like periods upon approval of the County Administrator. During the period of absence, the employee shall not engage in gainful employment without prior written approval of the County Administrator. Failure to comply with this provision shall result in the complete loss of seniority rights. The employee must make suitable arrangements for continuation of health and welfare and pension payments before the leave may be approved by the Employer. The employee will provide written notice to the Union of all leaves of absence approved pursuant to this paragraph.

(D) Temporary Lay-Off - A temporary lay-off is defined as a lay-off lasting not more than one (1) year. After such period, the employee shall be considered terminated.

(E) Recall - Recall of an employee shall be provided for in the following manner. Initially, the County shall attempt to locate the employee by telephone. If that attempt is unsuccessful, the Employer shall post a certified or registered letter to the employee's last known address. If the employee fails to respond to said letter within a five (5) working day period from the date of receipt of the signed, requested "Return Receipt" or notification from the Post Office that said notice is undeliverable, the employee shall be considered terminated.

ARTICLE 14.

Section 1. HOLIDAYS

(A) All full-time employees (probationary and non-probationary) shall be entitled to the following paid holidays, eight (8) hours each, unless noted otherwise:

New Year's Day Presidents Day Labor Day Veteran's Day Thanksgiving Day

Martin Luther King Day Good Friday

Friday after Thanksgiving Day

Good Friday Memorial Dav

Christmas Day

Juneteenth (June 19th)

Fourth of July

The employer will agree to provide 4 hours of holiday pay on Christmas Eve, regardless

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of the day of week it falls.

- (B) Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated holiday pay. Proration shall be based on full-time hours of 2,080 hours per year.
- (C) Seasonal and temporary employees are not eligible for holiday pay.
- (D)When a full-time or permanent part-time employee is required to work on any of these holidays, they shall be paid at the rate of time and one-half (1-1/2) in addition to their regular holiday pay.
- (E) Full-time employees may elect to use their accrued and unused PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a holiday.
- (F) For the purpose of overtime pay, holidays shall be celebrated on the day on which the holiday falls. When a paid holiday falls during an employee's vacation, he/she shall receive holiday pay for the holiday and will not be required to use PTO for the holiday.

ARTICLE 15. Section 1A. PAID TIME OFF

(A) Employees will receive PTO that will accrue on a per payroll period basis. Fulltime (probationary and non-probationary) employees shall accrue PTO benefits based on the following table:

Annual	Rate of	Annual Hours
Completed Years	Accumulation	of PTO
of Service	(Hours per Month)	
0	16	192
	(New full-time	
	employees will be	
	provided 40 hours	
	of PTO at time of	
	hire so their rate	3
	of accumulation	
	for the first year	
	will be adjusted	
	accordingly.)	
3	18	216

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			-
5	20	240	
10	22	264	
15+	24	288	

Employees who have used at least 80 PTO hours in the previous twelve-month period may elect pay in lieu of PTO for up to 120 hours once in any calendar year.

Employees may accrue up to a maximum of 280 hours PTO.

All PTO hours count as time worked for the purpose of overtime computation. (Holidays, comp time, personal leave, and extended sick bank hours do not count towards the computation of overtime.)

Upon separation of service, the employee will be paid for any unused PTO, up to the maximum accrued amount, unless the employee is terminated because of an illegal act regardless of whether any legal remedies are pursued or whether any conviction results. In the event of the death of an employee, the employee's accumulated PTO credits shall be paid to the employee's estate.

Employees are allowed to transfer any accrued PTO over the maximum accrual amount to the extended sick leave bank where there is no severance payment upon separation of service, At no time can the extended sick leave bank exceed 720 hours. PTO that has been transferred to the extended sick leave bank can only be used in accordance with the sick leave provisions in Article 15, Section 2.

⁴Employees who are eligible for severance pay under Article 16 are grandfathered in and will be allowed to continue to bank up to 960 hours in their extended sick leave bank. (Doug Sack and Steve Moreland)

Part-time employees shall be entitled to PTO benefits on a pro-rated basis, up to a total of 40 hours PTO, in accordance with county policy. Seasonal and temporary employees are not eligible to accrue PTO benefits.

PTO benefits shall only accrue when an employee is in a paid status or on an approved military leave. PTO benefits shall not be earned by any employee

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during a leave of absence without pay, suspension without pay, or time otherwise not paid.

In order to assure the orderly performance and continuity of services provided, employees wishing to schedule a vacation should request PTO as far in advance as reasonably possible, but usually at least one (1) week in advance of the requested vacation period. Requests for PTO usage shall be granted by the Department Head or designee unless it is determined that such absence would adversely affect and interfere with the orderly performance and continuity of services. It may be necessary to limit the number of employees taking vacation at the same time or during an event or particular period of time. Such requests, however, shall not arbitrarily be denied. Requests for vacation will be processed giving preference to the order in which the requests are received. In the event requests are received at the same time for the same vacation period, then time-in-department will be the determining factor.

Probationary employees may use accrued PTO with supervisory approval.

Section 2. Extended Sick Leave Bank / Care Of Relatives

Accrued sick leave may be used when an employee cannot perform work duties due to but not limited to the following: personal illness or injury; necessity for medical or dental treatment or examination, where such treatment cannot be scheduled outside of working hours; emergency, illness or injury of the employee's immediate family member which requires the employee's attendance and care; quarantine directed by a medical physician; disability; pre and postnatal care, or for any of the reasons covered by Minnesota's Earned Sick and Safe Time law (ESST). For the purpose of this paragraph, family member has the meaning given in Minn. Stat. Stat. 181.9445, Subd. 7. For the purpose of this paragraph, immediate family is defined as; spouse, child, step child, adult child, parent, step parent, mother in law, father in law, or grandchild. To the extent that state statute (§181.9413) or regulations change, this policy shall be construed as consistent with those changes.

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Sick leave may be used because of illness of the employee's sibling or grandparent as well. For siblings and grandparents, use is limited to 160 hours all combined per calendar year.

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An employee must notify the employee's supervisor of sick leave usage prior to the employee's starting time, unless an emergency prevents the employee from doing so. Failure to give such notice may be cause for disciplinary action.

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The County reserves the right to require written medical certification from an employee, unless prohibited by law.

In the event of three (3) consecutive days of absence or in cases of the repeated and systematic absence of an employee the Department Head or Supervisor may require a medical statement from an appropriate medical authority before granting sick leave, as well as verification that an employee is able to perform the duties of employment before the employee is allowed to return to work.

Any employees accepting a supervisory position shall have their sick leave benefits carried forward with them to the supervisory unit.

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ARTICLE 16.

Section 1. Severance Pay

(A) All regular full-time employees of Aitkin County, who were hired on or before April 1, 2008, after completion of ten (10) years continuous service, shall be entitled to severance pay upon retirement, death, layoff, or resignation. An employee must be laid off for more than one year before being entitled to severance pay. The requirement of ten (10) years continuous service is waived as to any payment of severance pay due to death or retirement pursuant to a bona fide retirement plan. Such severance pay shall be allowed as follows:

Retirement pursuant to a bona fide 100% of unused extended sick leave retirement plan or death.

Retirement, resignation, or a 50 %of all unused extended sick leave voluntary quit with a 40 day maximum

(B) Upon layoff for more than one year, retirement, or resignation, the severance benefit will be paid to the eligible full-time employee. In the event of death, the severance pay shall be paid to the employee's estate. The severance pay benefit is eliminated for all employees hired after April 1, 2008.

Section 1. MSRS HCSP

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Effective August 1, 2021, for employees who have met age and service requirements necessary to receive an annuity from PERA or who are receiving a disability benefit from PERA, the County will deposit 100% of the employee's severance pay and accrued but unused vacation or PTO into a MSRS HSCP account upon retirement or resignation in good standing.

ARTICLE 17.

Section 1. PERSONAL LEAVE

(A) Full-time (probationary and non-probationary) employees shall be granted twelve (12) hours of personal leave on or about January 1 and July 1, and may accumulate up to 80 hours of personal leave at any given time. Personal leave is not paid out upon termination of employment or death.

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(B) Part-time (probationary and non-probationary) employees shall be entitled to personal leave on a pro-rated basis. Seasonal and temporary employees are not entitled to personal leave with pay.

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ARTICLE 18.

Section 1. BEREAVEMENT LEAVE

- (A) When a death occurs in a full-time (probationary and non-probationary) employee's immediate family, the employee may take up to 24 hours off with pay to attend the funeral or make funeral arrangements over the course of up to three (3) days. i.e. 3 eight-hour days or 2.4 ten-hour days or 2 twelve-hour days. Employees may elect to use their accrued and unused extended sick leave or PTO, up to the number of hours in each employee's regularly scheduled shift, to complete a funeral leave day. The County may require verification of the need for the leave. For purposes of this Article, immediate family members are defined as an employee's spouse, life partner, child, step child, parent, step parent, sibling, step sibling, father-in-law, mother-in-law, daughter-in-law, son-in-law, sister-in-law, brother-in-law, grandparent, and grandchildren.
- (B) In cases requiring extensive travel time, the employee may be granted up to an additional 16 hours off with pay over the course of up to two (2) days, subject to approval of the Sheriff. Extensive travel time is defined as travel distance greater than 250 miles, one way.
- (C) Additional time, if needed, may be allowed by the County Sheriff, but such additional time in excess of 40 hours off with pay, over the course of up to five (5) days as indicated above, shall be charged against the employee's extended sick leave or PTO
- (D) As an example, the general intent is as follows: If the employee is working 12 hour shifts and needs two days off, they would be paid for 24 hours funeral leave -- or if they are working 10 hour shifts and need two days off, they would be paid for 20 hours funeral leave -- or if they are working 8 hour shifts and need two days off, they would be paid for 16 hours funeral leave -- or if they are working 12 hour shifts and need 3 days off and there's no extensive travel time, they would be paid for 24 hours funeral leave and can elect to use 12 hours from their extended sick leave bank or PTO for the third day -- or if they are working 10 hour shifts and need three days off and there's no extensive travel time, they would be paid for 24 hours funeral leave and can elect to use 6 hours from their extended sick leave bank or PTO to complete the third day and it is understood that in most cases the Employer is not likely to schedule an employee to return for a partial shift on the last day.
- (E) Permanent part-time employees who work an average of fourteen (14) or more hours per week shall be eligible for pro-rated funeral leave if the employee is scheduled to work, but needs time off to make arrangements for or to attend the funeral of an immediate relative, as defined above. Proration shall be based on full-time hours of 2,080 hours per year.
- (F) Seasonal and temporary employees are not eligible for paid funeral leave.

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ARTICLE 19.

Section 1. RETIREMENT

Retirement benefits, PERA, will be provided to each employee covered by this Agreement as required by state statute.

ARTICLE 20.

INSURANCE AND BONDS

Section 1. GROUP HEALTH INSURANCE

(A) Regular full-time employees and their dependents shall be provided with group insurance through the Teamsters Joint Council 32 Employer Health & Welfare Fund. The Employer's contribution toward the total premium for group insurance shall be as follows:

Effective January 1, 2026, \$1,297,00 per month flat dollar contribution. Effective January 1, 2027, \$1,318,00 per month flat dollar contribution. Effective January 1, 2028, \$1,339,00 per month flat dollar contribution.

- (B) In no event will the Employer's contribution exceed the actual cost of the coverage. Any additional amount due shall be paid by the employee. Notwithstanding anything herein contained, it is agreed that in the event the County is delinquent in the payment of its contribution to the Health and Welfare Program in effect for the employees covered under this contract, the Local Union shall have the right to take such legal action as they deem necessary until such delinquent payments are made. It is further agreed that in the event that action is taken, the County shall be responsible to the employees for losses resulting therefrom.
- (C) Coverage starts on the first of the month following date of hire.
- (D)Part-time employees who work less than 30 hours per week on average are not eligible for health insurance benefits.
- (E) In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalties, taxes or fines for the Employer.

Section 2. LIABILITY INSURANCE

The County of Aitkin agrees to furnish, at no cost to the employee, liability insurance to protect employees in amounts equal to the county's statutory liability for claims where the county has a duty of indemnification pursuant to Minnesota Statute Section 466.07.

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Section 3. LIFE INSURANCE

The Employer agrees to provide and pay for a life insurance policy of \$25,000 for all full-time employees and to provide life insurance coverage in the amount of \$15,000 for their spouses and dependents up to age 26, subject to carrier restrictions.

Permanent part-time employees are not eligible for life insurance.

Section 4. LONG-TERM DISABILITY INSURANCE AND OTHER VOLUNTARY BENEFITS

- (A) The Employer shall provide Long Term Disability Insurance reimbursement for fulltime permanent employees in accordance with the Personnel Policy. Part-time employees are not eligible for LTD.
- (B) Full-time permanent employees shall have the option to purchase other voluntary benefits as offered by the Employer at the employee's cost in accordance with the terms of the policy between the Employer and insurance carrier.

Section 5. BONDS AND PREMIUMS

- (A) Should the Employer require any employee to give bond, cash bond shall not be compulsory, and any standard premium involved shall be paid by the Employer.
- (B) The primary obligation to procure the bond shall be on the Employer. If the Employer cannot arrange for a bond within ninety (90) days, he must so notify the employee in writing. Failure to so notify shall relieve the employee of the bonding requirement.
- (C) If the proper notice is given, the employee shall be allowed thirty (30) days from the date of such notice to make his/her bonding requirements. Standard premiums only on said bond to be paid by the Employer. The standard premium shall be that premium paid by the Employer for bonds applicable to all other of its employees in similar classifications. Any excess premium to be paid by the employee.

ARTICLE 21.

Section 1. INDIVIDUAL AGREEMENT

The Employer agrees not to enter into any contract or agreement with any employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement.

ARTICLE 22.

Section 1. GRIEVANCE PROCEDURE

22.1 <u>Definition of a Grievance</u>

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

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22.2 Union Representatives

The Employer will recognize representatives designated by the Union as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The Union shall notify the Employer in writing of the names of such Union representatives and of their successors when so designated.

22.3 Processing of a Grievance

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during the normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

See also Article 11, Section 2 before filing a grievance.

22.4 Procedure

Grievances, as defined by Article 22 shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the Employee's supervisor as designated by the Employer (Sheriff). The Employer-designated representative will discuss and give an answer to such Step 1 grievance within ten (10) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) calendar days after the Employer-designated representative's final answer in Step 1. Any grievance not appealed in writing shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 2 representative (Human Resources Director). The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the Employer-designated representative's final answer in Step 2. Any grievance not appealed in writing shall be considered waived.

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Step 3. If appealed, the written grievance shall be presented by the Union and discussed with the Employer-designated Step 3 representative (County Administrator). The Employer designated representative shall give the Union the Employer's answer in writing within ten (10) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within ten (10) calendar days following the Employer-designated representative's final answer in Step 3. Any grievance not appealed in writing shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 by the Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

22.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, or 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 thirty (30) calendar days following close of the hearing or the submission of briefs by the parties, whichever be 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. 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.

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22.6 Waiver

If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the Union in each step.

22.7 Choice of Remedy

If, as a result of the written Employer response in Step 3, the grievance remains unresolved, and if the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article 22 or to another procedure such as Veterans Preference. If appealed to any procedure other than Step 4, the grievance shall not be subject to the arbitration procedure provided in Step 4. The aggrieved employee shall indicate in writing which procedure is to be used – Step 4 of this grievance procedure, or an alternative procedure. The election set forth above shall not apply to claims subject to the jurisdiction of the United States Equal Employment Opportunity Commissioner unless allowed by law.

22.8 Postmark

A grievance shall be considered to have been presented within the time limits set forth in this Article if it is postmarked within the time limits specified. The Employer's written response to a grievance shall be considered to have been made within the time limits set forth in this Article if it is postmarked within the time limits specified.

ARTICLE 23.

Section 1. DISCIPLINE

- (A) Disciplinary action, including oral reprimand, written reprimand, suspension without pay, demotion, or discharge, may be imposed upon an employee for just cause. Any disciplinary action imposed may be processed as a grievance through the grievance procedure outlined in Article 22. Oral reprimands may not be processed beyond Step 3 of the grievance procedure.
- (B) Employees have a right to make a clear request for union representation before or during an investigatory interview if the discussion could in any way lead to their being disciplined or terminated.

ARTICLE 24.

Section 1. DISCHARGE AND LOUDERMILL HEARING

(A) This Article 24 shall pertain to discharge cases only.

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- (B) An employee who has completed the required probationary period shall be discharged only for just cause after an investigation. An action to discharge an employee shall be taken by the appointing authority only after a Loudermill Hearing has been held between the designated Union representative and employee, and the County Administrator. The employee and the Union shall be given written notice of the charges against the employee and of the Loudermill Hearing date and time at least ten (10) calendar days prior to the meeting. The Union and the employee shall be present at the meeting, and the Union shall present information relevant to the proposed discharge and may present witnesses and evidence. The Sheriff and/or Human Resources Manager shall have the right to present information, witnesses and evidence at the meeting. This meeting shall be in lieu of Steps 1 and 2 of the Grievance Procedure set forth in Article 22 of this Agreement.
- (C)In the event the appointing authority proceeds to discharge, then a grievance relating to discharge shall be filed at Step 3 of the Grievance Procedure within fourteen (14) calendar days of the date of the discharge action.

ARTICLE 25.

Section 1. WAGES

(A) Effective January 1, 2026, employees covered by this Agreement shall be paid in accordance with Appendix A.

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(B) All employees shall remain at their rate of pay at the expiration date of this Agreement until a new Agreement is executed by the parties.

Section 2. Shift Differential.

Effective January 1, 2026, employees will receive shift differential of \$1.25, per hour for hours worked from 6:00 p.m. to 6:00 a.m.

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Section 3.

Employees who terminate employment prior to the date of County Board approval of this Agreement shall not be eligible for retroactive wage adjustments.

Section 4.

(A) Reclassification and Promotion: Employees who move to a position of a higher grade shall receive a minimum increase of 5% or \$1.00 per hour (whichever is greater), not to exceed the maximum, or be less than the minimum rate, and will be placed into the range of the next pay grade in this bargaining unit.

(B) Involuntary Demotion: An employee who is demoted to a lower paid classification will be placed into the lower classification at the same percentile of the scale, not to exceed the Maximum. Thereafter, the employee will receive within range movement as

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provided for by this Agreement. (For example: a Grade 6 employee who is paid 25% higher than the Grade 6 minimum will move to the Grade 5 classification and be paid 25% higher than the Grade 5 minimum. Or, a Grade 6 employee who is paid at the Grade 6 maximum, will move to the Grade 5 classification and be paid at the Grade 5 maximum.) This language does not apply to voluntary demotions when an employee applies for a new position in a lower graded classification.

Section 5. See MOA

Effective January 1, 2023, when a new Dispatcher/Jailer is hired, the Dispatch Supervisor may assign one experienced Dispatcher/Jailer to be the primary trainer for the new hire, for up to 8 weeks (4 pay periods) on a trial period. The primary trainer will receive a payment of \$80 per pay period.

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ARTICLE 26.

Section 1. SAVINGS AND SEPARABILITY CLAUSE

- (A) If any Articles or Sections of this Agreement or any riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this contract and any rider thereto, or the application of such Article or Section to persons or circumstances other than those to which it had been held invalid or to which compliance with or enforcement of has been restrained, shall not be affected thereby.
- (B) In the event that any Article or Section of this Agreement is held invalid or enforcement of or compliance with which has been restrained, as set forth, the parties affected thereby shall enter into immediate collective bargaining negotiations, upon the request of the Union or the County, for the purpose of arriving at a mutually satisfactory replacement, pertaining to the same subject matter for such Article or Section during the period of invalidity or restraint.

ARTICLE 27.

Section 1. TEAMSTERS LEGAL DEFENSE FUND

Employees may participate in Team Legal through payroll deductions. Employees shall pay the entire fee for participation in Team Legal, and the County's only obligation will be to process payroll deductions.

ARTICLE 28.

Section 1. EXPIRATION

The period of this Agreement shall be from the 1st day of January 2026 until the 31st day of December, 2028 and shall continue in full force and effect from year to year thereafter, unless written notice of intention to terminate or modify this Agreement is given by either

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party to the other party sixty (60) days prior to the date of expiration or any anniversary thereof. Such notice may be delivered personally or by certified mail and if by mail, the

notice must be received sixty (60) days of the notice is to terminate, this Agreem	prior to the expiration or anniversary date thereof. nent shall then terminate on the anniversary date or modify, such notice shall specify the changes		
	reunto set our hands and seals this 25nd day of	Deleted: 2	
November, 202 <u>5</u> ,		Deleted: 2	
Secretary/Treasurer, Local No. 346	Chairperson, Aitkin County Board of Commissioners		
President, Local No. 346	County Administrator	,	
Business Agent	Human Resources Director		
Date:	Date:		

Section 1. EXPIRATION

The period of this Agreement shall be from the 1st day of January 2026 until the 31st day of December, 2028 and shall continue in full force and effect from year to year thereafter, unless written notice of intention to terminate or modify this Agreement is given by either party to the other party sixty (60) days prior to the date of expiration or any anniversary thereof. Such notice may be delivered personally or by certified mail and if by mail, the notice must be received sixty (60) days prior to the expiration or anniversary date thereof. If the notice is to terminate, this Agreement shall then terminate on the anniversary date next following. If the notice is to change or modify, such notice shall specify the changes or modifications demanded.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 25nd day of November, 2025.

11 / 07 / 2025

Secretary/Treasurer, Local No. 346

Chairperson,
Aitkin County Board of Commissioners

11 / 07 / 2025

President, Local No. 346

County Administrator

Business Agent

Human Resources Director

23

	TEAMSTERS	LOCAL	346	
NON-LICENSED	ESSENTIAL	UNIT	CONTRACT	2026-2028

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Memorandum of Agreement (EARLY RETIREMENT INCENTIVE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the Teamsters General Local Union No. 346 (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2026-2028 collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

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WHEREAS, the employer incorporated an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019,

NOW, THEREFORE, the parties agree as follows:

- Employees of this bargaining unit who meet the criteria defined in the Aitkin County
 Personnel Policy for participation in the early retirement incentive in 2026, 2027, and 2028,
 will have the opportunity to participate.
- 2. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

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IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th, day of November, 2025,

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FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

Chairperson,
Aitkin County Board of Commissioners

President, Local No. 346

County Administrator

Business Agent

Date:
Dated:
Dated:
Dated:

Memorandum of Agreement (EARLY RETIREMENT INCENTIVE)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the Teamsters General Local Union No. 346 (hereafter "Union").

WHEREAS, the County and the Union are parties to a collective bargaining agreement negotiated pursuant to the Public Employment Labor Relations Act; and

WHEREAS, during negotiations for the 2026-2028 collective bargaining agreement, the PARTIES DISCUSSED EARLY RETIREMENT INCENTIVES; and

WHEREAS, the employer incorporated an early retirement incentive provision into the Aitkin County Personnel Policy manual in January 2019,

NOW, THEREFORE, the parties agree as follows:

- 1. Employees of this bargaining unit who meet the criteria defined in the Aitkin County Personnel Policy for participation in the early retirement incentive in 2026, 2027, and 2028 will have the opportunity to participate.
- 2. This Memorandum of Agreement constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 346:	FOR COUNTY OF AITKIN:
11 / 07 / 2025	
Secretary/Treasurer, Local No. 346	Chairperson,
	Aitkin County Board of Commissioners
11/07/2025	
President, Local No. 346	County Administrator
Deepo Smith 11/07/2025	
Business Agent	Human Resources Director

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Memorandum of Agreement (ESST WEATHER EVENT EXCEPTION)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the Teamsters General Local Union No. 346 (hereafter "Union").

WHEREAS, the County and the Union are parties to an Agreement for 2026-2028 negotiated pursuant to the Public Employment Labor Relations Act (PELRA); and

WHEREAS, during negotiations, the parties discussed the ESST Weather Event Exception; and

WHEREAS, MN Statute 181.9447, Subd. 12 permits 911 telecommunicators and guards at correctional facilities who are represented by a collective bargaining agreement to waive the weather event use of Earned Sick and Safe Time (ESST) as stated in MN Statute 181.9447, Subd. 1.(4); and

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WHEREAS, both the union and the employer believe waiving the use of ESST forweather events is in the best interest of public safety.

NOW, THEREFORE, per MN Statute 181.9447, Subd. 12 the union clearly and unambiguously agrees to not use ESST for weather events as specified under the conditions of MN Statute 181.9447, Subd. 1(4).

Be it further agreed, this MOA is in effect beginning January 1, 2026 and for the duration of the negotiated agreement.

Be it further agreed, to the extent that state statute 181.9445, Subd. 7 (ESST family member definition) changes, this MOA shall be construed as consistent with those changes.

This MOA constitutes the complete and total agreement of the parties regarding this matter.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

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FOR LOCAL NO. 346:

FOR COUNTY OF AITKIN:

Chairperson,
Aitkin County Board of Commissioners

President, Local No. 346

County Administrator

Memorandum of Agreement (ESST WEATHER EVENT EXCEPTION)

This Memorandum of Agreement is entered into between Aitkin County (hereafter "County") and the Teamsters General Local Union No. 346 (hereafter "Union").

WHEREAS, the County and the Union are parties to an Agreement for 2026-2028 negotiated pursuant to the Public Employment Labor Relations Act (PELRA); and

WHEREAS, during negotiations, the parties discussed the ESST Weather Event Exception; and

WHEREAS, MN Statute 181.9447, Subd. 12 permits 911 telecommunicators and guards at correctional facilities who are represented by a collective bargaining agreement to waive the weather event use of Earned Sick and Safe Time (ESST) as stated in MN Statute 181.9447, Subd. 1.(4); and

WHEREAS, both the union and the employer believe waiving the use of ESST for weather events is in the best interest of public safety.

NOW, THEREFORE, per MN Statute 181.9447, Subd. 12 the union clearly and unambiguously agrees to not use ESST for weather events as specified under the conditions of MN Statute 181.9447, Subd. 1(4).

Be it further agreed, this MOA is in effect beginning January 1, 2026 and for the duration of the negotiated agreement.

Be it further agreed, to the extent that state statute 181.9445, Subd. 7 (ESST family member definition) changes, this MOA shall be construed as consistent with those changes.

This MOA constitutes the complete and total agreement of the parties regarding this matter.

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FOR LOCAL NO. 346: 11 / 07 / 2025	FOR COUNTY OF AITKIN:
Secretary/Treasurer, Local No. 346	Chairperson, Aitkin County Board of Commissioners
Poff Our 11/07/2025	
President, Local No. 346	County Administrator
Deesa Smith 11/07/2025	
Business Agent	Human Resources Director

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Business Agent	Human Resources Director
Date:	Dated:

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Memorandum of Agreement (PEER TO PEER SHIFT TRAINER, DISPATCHER/JAILER JOB CLASSIFICATION)

1. Purpose

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The purpose of this Memorandum of Agreement (MOA) is to establish a trial program for providing Trainer Pay to experienced Dispatcher/Jailers who are assigned to train newly hired Dispatcher/Jailers. This program recognizes the additional responsibilities involved in training new employees and provides clear guidelines for shift trainer assignment and compensation.

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2. Assignment of Trainers

When a new Dispatcher/Jailer is hired, the Dispatch Supervisor may assign one (1) experienced Dispatcher/Jailer per shift, or portion thereof, to serve as the Peer-to-Peer Shift Trainer for the new hire. Trainer assignments may vary by shift and do not need to be the same individual for the entire training period or shift.

The training period shall not exceed eight (8) consecutive weeks (four [4] pay periods). At the discretion of the Dispatch Supervisor, the training period may be extended to a maximum of twelve (12) weeks. Trainer assignments may be adjusted or discontinued at the discretion of the Employer.

3. Trainer Pay

Each employee assigned as a Trainer shall receive Trainer Pay at the rate of \$1.00 per hour for all hours worked while actively training a new hire during the designated training period. Trainer Pay is considered taxable wages.

- Trainer Pay applies only to hours during which the employee is actively assigned a Trainee for on-the-job training.
- If more than one new hire is trained during the same shift, the Trainer Pay remains \$1.00 per hour and is not doubled or duplicated.

4. Documentation

The Trainer shall document all hours spent training on their timesheet, and the Dispatch Supervisor must approve the recorded training hours prior to payroll processing. Trainers are responsible for accurately recording their Trainer Pay in the County's timekeeping system (e-Time).

5. Payroll Administration

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<u>Trainer Pay shall be processed through payroll based on actual hours worked as a Trainer during each pay period.</u>

6. Trial Period

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This MOA shall serve as a trial program for the 2026–2028 Collective Bargaining Agreement. The parties agree to track outcomes, gather feedback, and review the effectiveness of this provision during future contract negotiations. Either party may propose to continue, modify, or discontinue the program as part of those negotiations.

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7. Duration

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This MOA shall take effect on January 1, 2026, or when the Agreement is ratified, whichever is later, and shall remain in effect for the duration of the 2026–2028 Collective Bargaining Agreement, unless modified or terminated by mutual agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 346:	FOR COUNTY OF AITKIN:
-	
Secretary/Treasurer, Local No. 346	Chairperson, Aitkin County Board of Commissioners
President, Local No. 346	County Administrator
Business Agent	Human Resources Director
Date:	Dated:

Memorandum of Agreement (CONTINUED FROM PREVIOUS PAGE) (PEER TO PEER SHIFT TRAINER, DISPATCHER/JAILER JOB CLASSIFICATION)

7. Duration

This MOA shall take effect on January 1, 2026, or when the Agreement is ratified, whichever is later, and shall remain in effect for the duration of the 2026–2028 Collective Bargaining Agreement, unless modified or terminated by mutual agreement.

IN WITNESS WHEREOF, the parties have caused this Memorandum of Agreement to be executed this 25th day of November, 2025.

FOR LOCAL NO. 346:	FOR COUNTY OF AITKIN:
11 / 07 / 2025	
Secretary/Treasurer, Local No. 346	Chairperson, Aitkin County Board of Commissioners
Iff Occording 11/07/2025	
President, Local No. 346	County Administrator
Deeple Smith 11/07/2025	
Business Agent	Human Resources Director

TEAMSTERS LOCAL 346 NON-LICENSED ESSENTIAL UNIT CONTRACT 2026-2028

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Appendix A

OPEN RAI	OPEN RANGE SCALE FOR JANUARY 1, 2026							
Grade	MI	IN	M	AΧ	MI	N	MAX	
	FLS	SA Non	-Exe	empt	FLS	A Exempt		
21	\$	59.38	\$	82.06	\$1	23,501.46	\$170,680.07	
20	\$	57.26	\$	79.12	\$1	19,102.79	\$164,573.41	
19	\$	55.14	\$	76.19	\$1	14,700.01	\$158,468.05	
18	\$	53.03	\$	73.25	\$1	10,297.22	\$152,362.69	
17	\$	50.91	\$	70.32	\$1	105,894.43	\$146,257.33	
16	\$	48.79	\$	67.38	\$1	101,491.64	\$140,151.97	
15	\$	46.68	\$	64.45	\$	97,088.86	\$134,046.60	
14	\$	44.56	\$	61.51	\$	92,686.07	\$127,941.24	
13	\$	42.44	\$	58.57	\$	88,283.28	\$121,835.88	
12	\$	40.33	\$	55.64	\$	83,880.49	\$115,730.52	
11	\$	38.21	\$	52.70	\$	79,477.70	\$109,625.16	
10	\$	36.09	\$	49.77	\$	75,074.92	\$103,519.80	
9	\$	33.97	\$	46.83	\$	70,663.20	\$ 97,414.44	
8	\$	31.86	\$	43.90	\$	66,258.92	\$ 91,309.07	
7	\$	29.74	\$	40.96	\$	61,854.63	\$ 85,203.71	
6	\$	27.63	\$	38.03	\$	57,474.68	\$ 79,098.35	
5	\$	25.51	\$	35.09	\$	53,070.40	\$ 72,992.99	
4	\$	23.40	\$	32.16	\$	48,666.12	\$ 66,887.63	
3	\$	21.28	\$	29.22	\$	44,261.83	\$ 60,782.27	
2	\$	19.16	\$	26.29	\$	39,857.55	\$ 54,676.90	
1	\$	17.04	\$	23.35	\$	35,453.27	\$ 48,571.54	

	Grade	MIN	MAX	1
		FLSA No	n-Exempt	
	20	\$ 50.90	\$ 70.34	\$ 10
	19	\$ 49.02	\$ 67.73	\$ 10:
	18	\$ 47.14	\$ 65.12	\$ 9
	17	\$ 45.26	\$ 62.51	\$ 9.
	16	\$ 43.38	\$ 59.90	\$ 9
	15	\$ 41.50	\$ 57.29	\$ 8
	14	\$ 39.61	\$ 54.68	\$ 8
	13	\$ 37.73	\$ 52.07	\$ 7
	12	\$ 35.85	\$ 49.46	\$ 7
	11	\$ 33.97	\$ 46.85	\$ 7
	10	\$ 32.09	\$ 44.24	\$ 6
	9	\$ 30.20	\$ 41.64	\$ 6
	8	\$ 28.32	\$ 39.03	\$ 5
	7	\$ 26.44	\$ 36.42	\$ 5
	6	\$ 24.56	\$ 33.81	\$ 5
	5	\$ 22.68	\$ 31.20	\$ 4
	4	\$ 20.80	\$ 28.59	\$ 4
	3	\$ 18.92	\$ 25.98	\$ 3
	2	\$ 17.04	\$ 23.37	\$ 3.
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	LAST NAME	FIRST NAME	MONTHS OF SERVICE CREDIT IN THIS UNIT	CURRENT WAGE (ON 11/4/2022)		
	BARTON	MASEN	0	\$	20.000	
	VOSS	LEXI	0	\$	20.00(
	MACHEN	ADAM	1	\$	20.000	
	FOX	JOHN	3	\$	20.000	
	NYLANDER	DENNIS	3	\$	20.000	
	DEERING	LUKE	3	\$	20.000	
	COBB	COLTON	8	\$	20.000	
	MELSTROM	MCKENZIE	10	\$	20.000	
	SWENSON	BETH	14	\$	20.000	
	LAMKE	TINA	16	\$	20.000	
	CARLSTROM	MATTHEW	17	\$	20.000	
	OLSON	JON	22	\$	21.68(
	HONSTROM	JACQUELINE	86	\$	21.680	
	OLESEN	KENT	143	\$	26.380	
	MORELAND	STEPHEN	175	\$	28.030	
	SACK	DOUGLASS	247	\$	28.030	
	SPIEGELBERG	SHELLY	25	\$	23.620	
	HOOVER	CHASE	59	\$	23.620	
	HALLFRISCH	BENJAMIN	91	\$	23.620	
eleted:	EDDY	ELIZABETH	164	\$	28.700	

Min/Max post adjusted 4% 1/1/2026

TEAMSTERS LOCAL 346 NON-LICENSED ESSENTIAL UNIT CONTRACT 2026-2028

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Grade MIN

OPEN RANGE SCALE FOR JANUARY 1, 2024

MAX

OPEN RANGE SCALE FOR JANUARY 1, 2027							
Grade	M	IIN	M	AX	MIN	MAX	
	FL	SA Non	-Exe	empt	FLSA Exempt		
21	\$	61.75	\$	85.34	\$128,441.52	\$177,507.28	
20	\$	59.55	\$	82.29	\$123,866.91	\$171,156.35	
19	\$	57.35	\$	79.23	\$119,288.01	\$164,806.77	
18	\$	55.15	\$	76.18	\$114,709.11	\$158,457.20	
17	7 \$	52.95	\$	73.13	\$110,130.21	\$152,107.62	
16	5 \$	50.75	\$	70.08	\$105,551.31	\$145,758.04	
15	\$	48.54	\$	67.02	\$100,972.41	\$139,408.47	
14	\$	46.34	\$	63.97	\$ 96,393.51	\$133,058.89	
13	\$	44.14	\$	60.92	\$ 91,814.61	\$126,709.32	
12	\$	41.94	\$	57.87	\$ 87,235.71	\$120,359.74	
11	\$	39.74	\$	54.81	\$ 82,656.81	\$114,010.16	
10	\$	37.54	\$	51.76	\$ 78,077.91	\$107,660.59	
9	\$	35.33	\$	48.71	\$ 73,489.73	\$101,311.01	
8	\$	33.13	\$	45.65	\$ 68,909.27	\$ 94,961.44	
7	\$	30.93	\$	42.60	\$ 64,328.82	\$ 88,611.86	
6	\$	28.74	\$	39.55	\$ 59,773.67	\$ 82,262.28	
5	\$	26.54	\$	36.50	\$ 55,193.22	\$ 75,912.71	
4	\$	24.33	\$	33.44	\$ 50,612.76	\$ 69,563.13	
3	\$	22.13	\$	30.39	\$ 46,032.31	\$ 63,213.56	
2	\$	19.93	\$	27.34	\$ 41,451.85	\$ 56,863.98	
. 1	\$	17.73	\$	24.29	\$ 36,871.40	\$ 50,514.40	

1		FLSA Nor	-Exempt	FLSA Exem
	20	\$ 52.94	\$ 73.15	\$110,117
	19	\$ 50.98	\$ 70.44	\$106,046
	18	\$ 49.03	\$ 67.72	\$101,975
	17	\$ 47.07	\$ 65.01	\$ 97,905
	16	\$ 45.11	\$ 62.30	\$ 93,834
	15	\$ 43.16	\$ 59.58	\$ 89,764
	14	\$ 41.20	\$ 56.87	\$ 85,693
	13	\$ 39.24	\$ 54.16	\$ 81,622
	12	\$ 37.28	\$ 51.44	\$ 77,552
	11	\$ 35.33	\$ 48.73	\$ 73,481
	10	\$ 33.37	\$ 46.01	\$ 69,410
	9	\$ 31.41	\$ 43.30	\$ 65,332
	8	\$ 29.45	\$ 40.59	\$ 61,260
	7	\$ 27.49	\$ 37.87	\$ 57,188
	6	\$ 25.55	\$ 35.16	\$ 53,138
	5	\$ 23.59	\$ 32.45	\$ 49,066
	4	\$ 21.63	\$ 29.73	\$ 44,994
	3	\$ 19.67	\$ 27.02	\$ 40,922
	2	\$ 17.72	\$ 24.30	\$ 36,850
Deleted:	1	\$ 15.76	\$ 21.59	\$ 32,778

Min/Max post adjusted 4% 1/1/2027

LAST NAME		FIRST NAME	MONTHS OF SERVICE CREDIT IN THIS UNIT	CUR WAG 11/4/	
	BARTON	MARCEN	0	ć	
	BARTON	MASEN	0	\$	
	MACHEN	ADAM		\$	
	FOX	JOHN	1 3	\$	
	NYLANDER	DENNIS	3	\$	
	DEERING	LUKE	3	\$	
	COBB	COLTON	8	\$	
	MELSTROM	MCKENZIE	10	\$	
	SWENSON	BETH	14	\$	
	LAMKE	TINA	16	\$	
	CARLSTROM	MATTHEW	17	\$	
	OLSON	JON	22	\$	
	HONSTROM	JACQUELINE	86	\$	
	OLESEN	KENT	143	\$	
	MORELAND	STEPHEN	175	\$	
	SACK	DOUGLASS	247	\$	
	SPIEGELBERG	SHELLY	25	\$	
	HOOVER	CHASE	59	\$	
	HALLERISCH	BENJAMIN	91	\$	
eleted:	EDDY	ELIZABETH	164	\$	

TEAMSTERS LOCAL 346 NON-LICENSED ESSENTIAL UNIT CONTRACT 2026-2028

OPEN RANGE SCALE FOR JANUARY 1, 2028 MIN MAX MAX FLSA Non-Exempt FLSA Exempt 21 \$ 64.22 \$ 88.75 \$ 133,579.18 \$ 184,607.57 20 \$ 61.93 \$ 85.58 \$ 128,821.58 \$ 178,002.60 19 \$ 59.64 \$ 82.40 \$ 124,059.53 \$ 171,399.04 18 \$ 57.35 \$ 79.23 \$ 119,297.47 \$ 164,795.48 17 \$ 55.07 \$ 76.05 \$ 114,535.42 \$ 158,191.93 16 \$ 52.78 \$ 72.88 \$ 109,773.36 \$ 151,588.37 15 \$ 50.49 \$ 69.70 \$ 105,011.31 \$ 144,984.81 14 \$ 48.20 \$ 66.53 \$ 100,249.25 \$ 138,381.25 13 \$ 45.91 \$ 63.35 \$ 95,487.20 \$ 131,777.69 12 \$ 43.62 \$ 60.18 \$ 90,725.14 \$ 125,174.13 11 \$ 41.33 \$ 57.01 \$ 85,963.09 \$ 118,570.57 10 \$ 39.04 \$ 53.83 81,201.03 \$ 111,967.01 9 \$ 36.74 \$ 50.66 \$ 76,429.32 \$ 105,363.45 8 \$ 34.45 \$ 47.48 \$ 71,665.64 \$ 98,759.89 7 \$ 32.16 \$ 44.31 \$ 66,901.97 \$ 92,156.33 6 \$ 29.89 \$ 41.13 \$ 62,164.62 \$ 85,552.78 5 \$ 27.60 \$ 37.96 \$ 57,400.94 \$ 78,949.22 4 \$ 25.31 \$ 34.78 \$ 52,637.27 \$ 72,345.66 3 \$ 23.02 \$ 31.61 \$ 47,873.60 \$ 65,742.10

Min/Max post adjusted 4% 1/1/2028

2 \$ 20.73 \$ 28.43 \$ 43,109.93 \$ 59,138.54 1 \$ 18.44 \$ 25.26 \$ 38,346.25 \$ 52,534.98 Deleted: 3 Deleted: 5 **OPEN RANGE SCALE FOR JANUARY 1, 2025** MIN Grade MAX **FLSA Non-Exempt FLSA Exempt** \$ 55.06 \$ 76.08 \$ 114,521.92 \$ 110,288.47 19 \$ 53.02 \$ 73.26 \$ 50.99 \$ 70.43 \$ 106,055.02 \$ 48.95 \$ 67.61 \$ 101,821.57 \$ 46.92 \$ 64.79 \$ 97,588.12 \$ 44.88 \$ 61.97 \$ 42.85 \$ 59.14 93,354.67 15 89,121.22 \$ 40.81 \$ 56.32 12 \$ 38.78 \$ 53.50 \$ 80,654.32 \$ 36.74 \$ 50.68 76,420.87 \$ 34.71 \$ 47.85 72,187.42 \$ 32.67 \$ 45.03 67,945.39 \$ 30.63 \$ 42.21 \$ 28.59 \$ 39.39 63,710.50

\$ 26.57 \$ 36.57

\$ 24.53 \$ 33.74

\$ 22.50 \$ 30.92

\$ 20.46 \$ 28.10

\$ 18.43 \$ 25.28

\$ 16.39 \$ 22.45 \$ 34,089.68

3

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59,475.61

55,264.12

51.029.23

46,794.34

42,559,45

38,324.57

32

TEAMSTERS LOCAL 346
NON-LICENSED ESSENTIAL UNIT CONTRACT 2026-2028

LAST NAME	FIRST NAME	ORIGINAL DATE OF HIRE TO COUNTY	202	5 WAGE	(69 F Mor	1/2026 VAGE Within Range vement, not to seed the Max)	Mo l exc	A1/2027 AGE (7% Within Range vement, not to ceed the Max)	м	1/1/2028 /AGE (5% Within Range ovement, not to exceed the Max)	GRADE	JOBTITLE	
BRISTOL	SKYLA	9/8/2025	\$	24.770	\$	26.26	\$	28.09	\$	29.50	5	CORRECTIONAL OFFICER, FT	1
CARLSON	OWEN	8/7/2025	\$	24.530	\$	26.00	\$	27.82	\$	29.21	5	CORRECTIONAL OFFICER, PT	
CARLSTROM	MATTHEW	6/1/2021	\$	26.340	\$	27.92	\$	29.87	\$	31.37	5	CORRECTIONAL OFFICER, FT	1
DEERING	LUKE	6/7/2022	\$	26.040	\$	27.60	\$	29.53	\$	31.01	5	CORRECTIONAL OFFICER, FT	1
ERICKSON	JAMES	10/13/2025	\$	24.530	\$	26.00	\$	27.82	\$	29.21	5	CORRECTIONAL OFFICER, PT	1
ERLANDSON	JOHN	7/17/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	CORRECTIONAL OFFICER, FT	1
FOX	JOHN	8/3/2022	\$	26.040	\$	27.60	\$	29.53	\$	31.01	5	DISPATCHER/JAILER	1
HALLFRISCH	BENJAMIN	3/10/2015	\$	32.190	\$	34.12	\$	36.51	\$	38.34	7	JAIL SERGEANT	
HERTLE	LISA	11/14/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	DISPATCHER/JAILER	1
HONSTROM	JACQUELINE	8/27/2015	\$	29.810	\$	31.60	\$	33.81	\$	35.50	5	DISPATCHER/JAILER	
ISLE	CHARLES	3/4/2024	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	CORRECTIONAL OFFICER, FT	1
OHNSON	OLIVIA	4/17/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	CORRECTIONAL OFFICER, FT	1
KALK	ANTON	8/4/2025	\$	24.530	\$	26.00	\$	27.82	\$	29.21	5	DISPATCHER/JAILER	1
KING	MATTHEW	4/19/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	DISPATCHER/JAILER	1
LAMKE	TINA	6/6/2021	\$	26.320	\$	27.90	\$	29.85	\$	31.34	5	DISPATCHER/JAILER	
LINDGREN	KRISTA	4/4/2023	\$	27.520	\$	29.17	\$	31.21	\$	32.77	5	CORRECTIONAL OFFICER, FT	1
MELSTROM	MCKENZIE	1/4/2022	\$	26.210	\$	27.78	\$	29.73	\$	31.21	5	DISPATCHER/JAILER	
OLESEN	KENT	11/15/2010	\$	33.740	\$	35.09	\$	36.50	\$	37.96	5	CORRECTIONAL OFFICER, FT	At Max
OLSON	JON	11/30/2020	\$	28.430	\$	30.14	\$	32.25	\$	33.86	5	CORRECTIONAL OFFICER, FT	
PROVOST	CASEY	10/14/2024	\$	24.770	\$	26.26	\$	28.09	\$	29.50	5	CORRECTIONAL OFFICER, FT	1
SPIEGELBERG	SHELLY	9/21/2020	\$	30.800	\$	32.65	\$	34.93	\$	36.68	7	JAIL SERGEANT	
SWENSON	BETH	7/6/2009	\$	26.280	\$	27.86	\$	29.81	\$	31.30	5	CORRECTIONAL OFFICER, FT	1
WESTERLUND	THOMAS	8/14/2023	\$	25.220	\$	26.73	\$	28.60	\$	30.03	5	CORRECTIONAL OFFICER, FT	
WOELFEL	TIMOTHY	3/25/2024	\$	24,770	\$	26.26	\$	28.09	\$	29.50	5	CORRECTIONAL OFFICER, FT	1

eleted:	5		
	LAST NAME	FIRST NAME	MONTHS OF SERVICE CREDIT IN THIS UNIT
	BARTON	MASEN	0
	voss	LEXI	0
	MACHEN	ADAM	1
	FOX	JOHN	3
	NYLANDER	DENNIS	3
	DEERING	LUKE	3
	COBB	COLTON	8
	MELSTROM	MCKENZIE	10
	SWENSON	BETH	14
	LAMKE	TINA	16
	CARLSTROM	MATTHEW	17
	OLSON	JON	22
	HONSTROM	JACQUELINE	86
	OLESEN	KENT	143
	MORELAND	STEPHEN	175
	SACK	DOUGLASS	247
	SPIEGELBERG	SHELLY	25
	HOOVER	CHASE	59
	HALLFRISCH	BENJAMIN	91
Deleted:	EDDY	ELIZABETH	164

Page i: [1] Deleted	Bobbie J. Danielson	10/27/2025 10:56:00 AM		
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	Bobbie J. Danielson	10/27/2025 10:56:00 AM		



Board of County Commissioners Agenda Request

12C
Agenda Item #

Requested Meeting Date: November 25, 2025

Title of Item: Job Re-evaluation (Accounting Technician, HHS Dept.)

	Action Requested:	Direction Requested
REGULAR AGENDA	Approve/Deny Motion	Discussion Item
CONSENT AGENDA	Adopt Resolution (attach draft)	
_	Hold Public Hearing *provide co	opy of hearing notice that was published
Submitted by:	provide de	Department:
Bobbie Danielson, HR Director		Ryman Resources Dept.
Presenter (Name and Title): , Bobbie Danielson, HR Director	Bolshow Services	Estimated Time Needed: 1 minute
Summary of Issue:		· ·
the consultant recommends assign Under the AFSCME HHS agreeme a wage increase of 5% or \$1.00 pe		grade through reclassification is entitled to vo incumbents currently in this job class at
Alternatives, Options, Effects	s on Others/Comments:	
Recommended Action/Motion Motion to accept the consultant's reclass.	n: ecommendation of Grade 5 for the Accou	nting Technician/Collections Officer job
Financial Impact: Is there a cost associated with What is the total cost, with tax a Is this budgeted? Yea	and shipping? \$ As described.	☐ No lain:



ACCOUNTING TECHNICIAN / COLLECTIONS OFFICER

Style Definition: Table Text: Not Shadow, Shadow

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Department Health and Human Services Department

Grade Grade TBD

Reports to Fiscal Supervisor

FLSA Status Non-exempt

Union Status AFSCME HHS Unit

Final Appointing Authority

This position shall not be filled until final approval of the County Administrator. All offers of employment are made in writing by the Human Resources Department.

Job Summary

To receive, sort, correct, and reconcile a variety of accounting documents such as invoices, payment vouchers, and billings. Posts data to appropriate accounts, reviews and codes financial information, disburses funds, makes deposits and prepares financial reports. Responsible for establishing, monitoring and collecting on agency claims, public assistance overpayments and Medical Assistance Estate Recovery program following policy, rules and regulations. Work is performed by applying knowledge of accounting terminology and through the use of spreadsheets, database software and/or complex computer systems. There is a large emphasis in recognizing errors and/or problems, recommending alternative solutions, and implementing these procedures independently.

Supervision Received

Employees working in this job class work under general supervision and usually receive some instruction with respect to details of most assignments, but are free to develop their own work sequences within established procedures, methods, and policies. They are often physically removed from their supervisor and are only subject to periodic supervisory checks.

Supervision Exercised

No formal supervisory authority.

Essential Functions

This position description is not intended to be all-inclusive. Employee may perform other essential and nonessential functions as assigned or apparent to meet the ongoing needs of the department and organization. Regular attendance and punctuality are essential requirements of this position.

- Provides accounting and recovery support to all departments and program areas in Health and Human Services including: Financial Services, Public Health, Social Services, Child Support, Front Desk, and HHS Administration.
- 2. Orders, tracks and delivers office and programmatic supplies via numerous vendors for the agency.
- Collects and verifies all the required documentation and client data to submit for reimbursement of
 agency provided services. Confirms receipt of claims submitted, investigates any discrepancies and
 resubmits when necessary.

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Deleted: MMIS (on-line State system): enters and updates service agreements for eligibility; enters Medical Assistance recoveries for Federal & State reimbursement. Prepares and submits Case Management (Waiver, TCM) & other miscellaneous claims by following State and Federal legislation: monitors client eligibility, validates staff time entries, and manages rate file. Prepares and submits claims billable to Third Party Liabilities: flu shots, Rule 25 assessments, immunizations, PCA assessments, Mental Health TCM, etc.

COUNTY LEST 1857

Position Description

- Audits worker time entered in the systems to ensure maximization of revenue, verifies
 program/billing eligibility, process claims within required timelines and investigates various funding
 sources for payment. Contacts insurance companies to follow up on unpaid claims for timely
 reimbursement.
- Maintains accurate financial records so data may be collected and compiled in to financial and statistical reports to County, State and Federal officials.
- 6. Completes reports to the state, including reports required for federal and state reimbursement.
- 7. Codes and records all receipts and disbursements of various funds.
- 8. Performs data entry for billing, investigates errors or problems in the processing of fiscal transactions to ensure accuracy in all aspects of accounts receivables and payables.
- Audits, confirms and processes payments to clients, providers, and outside vendors using many different payment systems, following accounting standards.
- 10. Maintains agency vendor payment systems of record, 1099 identification and responds to inquiries from vendors.
- 11. Verifies and enters payments into on-line state systems for payments issued directly to clients and/or providers at the state level.
- 12. Support internal and external audit processes by providing necessary documentation and information.
- 13. Monitors the agency collection and state claiming system: Establishes, monitors, and verifies claim information for all recoveries and collections in the agency, including but not limited to agency claims, public assistance overpayments and Medical Assistance estate recoveries.
- 14. Review claims and referrals from other counties or state of Minnesota to determine when an estate is subject to an estate claim. Investigate and evaluate the probability or reimbursements, assets and evaluate cost effectiveness of legal proceedings and collection actions.
- 15. Prepare, execute and file court legal documents to open probates or to assert a claim in a probate proceeding.
- 16. Draft letters to relatives, attorneys and accept phones calls, correspondence and walk-ins with questions. Navigate difficult conversations about collection and recovery processes.
- 17. Collect assets via affidavit from nursing homes, funeral homes, insurance companies, financial institutions, utility companies, and other government agencies while following state and federal policy. Manage the electronic case file records.
- 18. Receipts and records recoveries into the proper claiming system and into the correct agency revenue accounts.
- 19. Maintains the Revenue Recapture program by providing appropriate notices, verifying collection status, certifying claim for collection to Revenue Recapture following State mandated rules, regulations, and procedures on all clients from the Agency Collections System and state systems.
- 20. Completes miscellaneous financial and statistical reports as requested.
- 21. Adhere to confidentiality standards and utilize work practices to ensure the protection of individual identity and confidential information in compliance with department and statutory guidelines.
- 22. Attends training, <u>conferences</u> and meetings as needed <u>to maintain current knowledge of statutes</u>, <u>rules</u> and <u>programs governing accounting and collections to maximize recovery and ensure compliance with all applicable guidelines.</u>
- 23. Performs other related duties as assigned or apparent.

Deleted: #>Audits, confirms and processes payments to clients, providers, and outside vendors using many different payment systems, but always following accounting standards. Maintains agency vendor payment systems: continuous update of current vendors and entry of new vendors. "Friday Checks" and Board Bills issuance: verifies coding, attaches payment documentation, dates of service, units, and etc., enters all vouchers into either IFSpi or SSIS, and completes processing steps. Verifies Foster Care placements (dates, time frames, homes or facilities), approves service arrangements for payment, and enters accurate information into SSIS, issues payments for foster care placements. Manages the Social Welfare program (Rep Payee): receipts and disburses monies from Social Security, SSI and any settlements for clients. Verifies and enters payments into on-line State Systems (MEC2): payments issued directly to clients and/or providers at the state level. ¶

Receipts, records and verifies client information for all recoveries and collections made to the agency. Posts, adjusts and balances client accounts as payments are received and new charges are added. Manages the ACS (Agency Collection System): sets up the Control File, Transaction Type File, Client File, and Account File and maintains accurate information into each file which includes continual updates of new releases and new information as it comes into the Agency. Receipts and records recoveries into the proper claim system (ACS, MAXIS, MEC2, MN DOR-Revenue Recapture) and into the correct agency revenue accounts. Maintains Client Claims: enters adjustments, charges and payments. Prepares and mails monthly statements from ACS. Some of the charges entered in ACS include: Waiver Service Obligations, MA Spenddowns, and Detoxifications. Maintains the Revenue Recapture (MN DOR) program: enters Revenue Recapture information using State mandated rules, regulations, and procedures on all clients from the ACS & MAXIS systems.

Deleted: & Federal officials. Completes steps to send Child Support monies to the State when received at the County. Completes miscellaneous financial and statistical reports as required....



Minimum Qualifications

Must be eligible for appointment by the MN Merit System.

High school diploma, or the equivalent, and two years of experience involving a combination of office support and bookkeeping responsibilities.

Or

Completion of college coursework, vocational school, or business school in accounting may be substituted on a year-for-year basis for the experience involving a combination of office support and bookkeeping responsibilities.

Upon hire, must have the ability to obtain a Certificate of Understanding issued by DHS for MAXIS, and Mec2, HIPAA Certificate, and Registered Log-on ID issued by DHS and DOR.

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Valid Minnesota driver's license required. Employment reference checks and a criminal background check will be performed as part of the pre-employment process.

Knowledge, Skills, and Abilities Required

Knowledge of:

- 1. County and departmental policies, procedures, and practices.
- 2. Federal, State, and local laws, rules, and regulations relevant to the work performed in this position.
- 3. Accounting terminology and practices.
- 4. Principles of governmental accounting.
- 5. Business math.
- 6. Spreadsheets and database software.
- 7. The automated accounting system used in the work area.
- 8. General record keeping and filing systems.
- 9. Techniques used in locating errors.
- 10. Office terminology, procedures, and equipment.
- 11. Uses and applications of computer systems.

Skill in:

- 1. Communication and interpersonal skills as applied to interaction with supervisors, staff, and the general public sufficient to exchange or convey information and to receive work direction.
- 2. Typing skill sufficient to complete 35 net words per minute without errors.
- 3. Skill in organizing and prioritizing work.

Ability to:

- 1. Present a positive attitude in the workplace, promote a spirit of teamwork and cooperation, and be able to treat others with respect, honesty, and consideration.
- 2. Analyze, plan, organize and perform detailed bookkeeping procedures rapidly and accurately.
- 3. Analyze financial records and reports, locate errors and provide solutions.



- 4. Initiate departmental procedures sufficient to train or lead new workers in office practices.
- 5. Exercise independent judgment, initiative and discretion in developing work methods and operating procedures in order to implement departmental activities and policies.
- 6. Understand and carry out detailed written and oral instructions.
- 7. Reconcile and/or balance financial transactions and accounts.
- 8. Perform basic arithmetical computations (addition, subtraction, multiplication and division).
- 9. Compare data from a variety of sources for accuracy and completeness.
- 10. Interpret accounting records and documents and prepare information in summary form.
- 11. Work under pressure and willingness to accept responsibility for meeting deadlines.
- 12. Maintain effective working relationships with supervisors, co-workers, and the public.
- 13. Perform detailed work with speed and accuracy.

Language Skills

Intermediate Skills - Ability to read and interpret documents such as safety rules, operating and maintenance instructions, and procedure manuals. Ability to write reports and correspondence. Ability to speak effectively before groups of customers or employees of the organization.

Mathematical Skills

Ability to add, subtract, multiply, and divide in all units of measure, using whole numbers, common fractions, and decimals. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

Reasoning Skills

Intermediate Skills – Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form. Ability to deal with problems involving several concrete variables in standardized situations.

Computer Skills

To perform this job successfully, an individual should be proficient at using the following software.

County Financial System (IFS), County Payroll Software E-time, Microsoft Word, Excel, Outlook, MAXIS, MMIS, Mec2, SSIS, MN DOR ____, MN-ITS, Internet and other job-related software.

Ability to Travel

Occasional travel is required to attend trainings and meetings in and out of Aitkin County.

Competencies

To perform the job successfully, an individual should consistently demonstrate the following competencies (definitions attached or available upon request):

Ethics, attendance/punctuality, safety and security, dependability, analytical, design, problem solving, project management, technical skills, customer service, interpersonal skills, oral communication, written communication, teamwork, leadership, cost consciousness, diversity, organizational support, judgment, motivation, planning/organizing, professionalism, quality, quantity, adaptability, initiative, and innovation.

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Work Environment

The noise level in the work environment is usually moderate.

Equipment and Tools

Computer, copier, fax, telephone, printer, 10-key calculator, county-owned vehicles, and personal vehicle (requires proof of insurance on file).

Physical Activities/Requirements

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Climbing, balancing, stooping, kneeling, crouching, reaching, standing, walking, pushing, pulling, lifting, carrying, use of fingers, grasping, talking, hearing, seeing, and repetitive motions. Must have the ability to lift and/or carry up to 20 pounds.

While performing the duties of this job, the employee performs light work, exerting up to 20 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work and the worker sits most of the time, the job is rated for Light Work.

Working safely is a condition of employment. Aitkin County is a drug-free and alcohol-free workplace.

Disclaimer

The above statements are intended to describe the general nature and level of the work being performed by employees assigned to this job classification. This is not an exhaustive list of all duties and responsibilities. Aitkin County reserves the right to amend and change responsibilities to meet organizational needs as necessary. This job description does not constitute an employment agreement between the employer and employee.

Reasonable Accommodation Notice

The County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, the County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

05/13/2014 - 11/17/2025

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Our Vision: We strive to be a county of safe, vibrant communities that place value on good stewardship of local resources.

Our Mission: Aitkin County's mission is to provide outstanding service in a fiscally responsible manner through innovation and collaboration with respect for all.

Our Core Values: Collaboration, Innovation, Integrity, People-Focused, Professionalism



Aitkin County Board of Commissioners Committee Reports Forms



Committee	Freq	Scheduled	Representative
- · · · · · · · · · · · · · · · · · · ·	Association of MN Coun	ties (AMC)	Facility and the locality of Direct
Environment & Natural Resources Policy			Environmental Services Director
General Government			Commissioner Leiviska
Health & Human Services			HHS Director
Indian Affairs Task Force			Commissioner Westerlund
Public Safety Committee			Commissioner Westerlund
Transportation Policy			Commissioner Kearney
Age-Friendly Changemakers			Kearney
Aitkin Airport Commission	Monthly	1st Wednesday	Wedel
Aquatic Invasive Species (AIS)	Monthly	3rd Thursday	Wedel and Sample
Aitkin County CARE Board	Monthly	3rd Thursday	Westerlund
Aitkin County Community Corrections	Quarterly	Varies	Wedel and Westerlund
Anoka County JPA Advisory Board	3x per year	1st Thursday in Feb, June and	Westerlund
Aitkin County Opioid Settlement Sub-committee	TBD	TBD	Sample
Aitkin County Water Planning Task Force	Bi-monthly	3rd Wednesday	Wedel
Aitkin Economic Development Administration	Quarterly	3rd Thursday	Wedel
Arrowhead Counties Association	8 or 9x yearly Sept. to May	1x a month, 3rd Wed.	Kearney, Alt. Westerlund
Arrowhead Economic Opportunity Agency	Bi-monthly (begin Feb.)	3rd Wednesday	Kearney, ALT. Leiviska
Arrowhead Regional Development Comm.	Quarterly	3rd Thursday	Kearney, ALT. Leiviska
ATV Committee	Monthly		Leiviska and Westerlund
Big Sandy Lake Management Plan	Monthly	2nd Wednesday	Sample Alt. Kearney
Brainerd 1 Watershed 1 Plan	Monthly	4th Tuesday	Wedel
Budget Committee	Monthly	1st Tuesday	Leiviska and Wedel
East Central Regional Library Board	Monthly	2nd Monday	Leiviska Alt. Sample
Economic Development	Monthly	4th Wednesday	Wedel and Sample
Emergency Management	As needed		Wedel
Environmental Assessment Worksheet	As needed		Kearney and Sample
Extension	4x year	Monday	Kearney Alt. Westerlund
Facilities	As needed		Wedel and Sample
H&HS Advisory (Liaison)	Monthly except July	1st Wednesday	Wedel and Kearney
Historical Society (Liaison)	Monthly	4th Wednesday	Leiviska
Joint Powers Natural Resource Board	Odd Months	4th Monday	Sample and Land Commissioner Alt
Lakes and Pines	Monthly	3rd Monday	Leiviska Alt. Kearney
Law Library	Quarterly	Set by Judge	Leiviska Alt. Kearney
MCIT		, , , , , ,	Westerlund, Seibert
McGregor Airport Commission	Monthly	Last Wednesday	Sample
Mille Lacs Fisheries Input Group	8-10x yr		Westerlund
Mille Lacs Watershed	10x year	3rd Monday	Leiviska, Alt. Westerlund
Mississippi Grand Rapids 1W1P	Tox you.	l l	Kearney
Mississippi Headwaters Board	Monthly	4th Friday	Kearney Alt. Sample
MN Rural Counties	8x year	Varies	Westerlund, Alt. Leiviska
Natural Resources Advisory Committee	8-10x yr	2nd Monday	Kearney and Sample
JET (NE MN Office Job Training)	As called	Zila Wollday	Leiviska
Northeast MN ATP	Quarterly	2nd Wednesday	Kearney (Leiviska, Alt.) and
Northeast MN Emergency Communications Board (ECB)	5-6x yr	4th Thursday	Leiviska (Sheriff Guida Alt.)
Northeast Waste Advisory Council	Quarterly	2nd Monday	Westerlund Alt. Sample
		1st Thursday	Westerlund Alt. Kearney
Northern Counties Land Use Coordinating Board	Monthly	i st i i i i i i i i i i i i i i i i i i	
Ordinance	As needed	2nd Tuesday	Leiviska and Sample
Personnel/Insurance	As needed	2nd Tuesday	Kearney and Wedel
Planning Commission	Monthly	3rd Monday	Kearney Alt. Westerlund
Rum 1W1P Policy Committee	Monthly	Unknown	Westerlund, Alt. Leiviska
Snake River 1W1P Policy			Leiviska Alt. Sample
Sobriety Court	Bi-Monthly	3rd Thursday	Wedel
Solid Waste Advisory	As needed		Wedel and Sample
Toward Zero Deaths	Monthly	2nd Wednesday	Wedel
Tri-County Community Health Services	Bi-Monthly	2nd Thursday	Westerlund