

## **BENTON COUNTY BOARD OF COMMISSIONERS**

January 20, 2026, 9:00 AM  
Benton County Board Room

### AGENDA

9:00 - Commissioner Steve Heinen, Board Chair

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approve or Amend the Agenda

9:01 - Announcement by the Board Chair:

County Board meetings are broadcast live and video recorded on YouTube. Please refrain from speaking from the audience area and come to the podium so that viewers can hear you. The County Board observes Roberts Rules of Order for its meetings, so please obtain the Board Chair's consent before addressing the County Board. Public comments are generally reserved for the Open Forum segment or Public Hearings. However, public comment on other agenda items may be allowed at the discretion of the Board Chair. As we begin today, please turn off all cellphones or turn your cellphone to vibrate. Thank you.

9:02 - Open Forum Announcement by the Board Chair

- Public Input and/or Informational Matters Not Requiring Action by the Board

9:03 - Consent Agenda

1. Approve or Amend the Regular Board Meeting Minutes of January 6, 2026 (Administrator)
2. Consider a Collective Bargaining Agreement with AFSCME Council 65, Representing Human Services and Public Health Employees, for the Period of January 1, 2026 through December 31, 2027 (Administrator)
3. Consider a Memorandum of Agreement with AFSCME Council 65, Representing Human Services and Public Health Employees, to Implement the 2024-2026 Class and Comp Maintenance Program Recommendations, Year 2 (Administrator)

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County Board Agenda (Continued)

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4. Consider the Establishment of Benton County Absentee and UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) for 2026 (Auditor-Treasurer)
5. Consider the Renewal of the Tri-Cap Contract (Human Services)
6. Consider the Special Road Use Permit for Foley Fun Days (Public Works)
7. Accept and File the Veteran Service Officer (VSO) Quarterly Report (Veteran Service Officer)

9:05 – Steve Backowski, Interim County Engineer

- Consider the WSB Preliminary and Final Design Services Amendment #1 for the CSAH 29 Improvement Project

9:15 – Troy Heck, Sheriff

- Informational Discussion Regarding Relationship Between Benton County Sheriff and ICE

9:25 – Montgomery Headley, County Administrator

- Regal Solar Update
- Government Center Project Manager Monthly Update
- Consider a Recommendation of the Government Center Building Committee for a Furniture, Fixtures and Equipment (FFE) Vendor
- Open Forum Policy
- County Representation on the Benton Economic Partnership Board of Directors

9:45 – Roxanne Achman, Land Services Director

- Discussion on Board of Adjustment Per Diem Rate
- Land Services Department Update

(Continued on Next Page)

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Commissioners: District 1: Scott Johnson | District 2: Ed Popp | District 3: Steve Heinen

District 4: Jared Gapinski | District 5: Pam Benoit

County Board Agenda (Continued)

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10:00 – Commissioner Meeting Updates

10:05 – Comments by Commissioners (General Comments by Board Members on Topics Not Requiring County Board Action)

10:10 – Set Committee of the Whole Meetings and Designate any Previously Held Meetings as Necessary Committee Meetings

10:15 – Montgomery Headley, County Administrator

- Conduct a Closed Session of the County Board Under MN Statutes §13D.05, Subdivision 3 to Evaluate the Performance of Individuals Subject to County Board Authority

10:45 – Reconvene Regular Board Meeting

10:45 – Adjourn

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Pursuant to MN Statutes §13D.02 and County Policy, the following County Board members may participate from a remote location:

- Commissioner Scott Johnson, District 1
- Commissioner Ed Popp, District 2
- Commissioner Steve Heinen, District 3
- Commissioner Jared Gapinski, District 4
- Commissioner Pam Benoit, District 5

**The following meeting is cancelled due to lack of Agenda items: Community Health Board**

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Commissioners: District 1: Scott Johnson | District 2: Ed Popp | District 3: Steve Heinen

District 4: Jared Gapinski | District 5: Pam Benoit



BENTON COUNTY BOARD OF COMMISSIONERS  
REGULAR MEETING MINUTES  
JANUARY 6, 2026

The Benton County Board of Commissioners met in regular session on January 6, 2026, in the Benton County Board Room in Foley, MN with Commissioners Pam Benoit, Steve Heinen, Ed Popp, Jared Gapinski, and Scott Johnson present. Call to order by County Administrator Montgomery Headley was at 9:00 AM followed by the Pledge of Allegiance to the flag.

Johnson nominated Heinen for 2026 Chair of the Board. Nominations were closed and a unanimous ballot was cast for Heinen for Board Chair for 2026. Chair Heinen called for nominations for a 2026 Board Vice-Chair. Gapinski nominated Johnson for 2026 Vice-Chair of the Board. Nominations were closed and a unanimous ballot was cast for Johnson for Board Vice-Chair for 2026.

County Administrator Montgomery Headley requested the following amendments to the agenda: 1) to remove Consent Item # 11 regarding the consideration of the contract with Midco for cable television services because the contract was not finalized and therefore not ready for consideration; 2) to add the request to re-designate Auditor-Treasurer the authority to designate depository banks for Benton County funds as the first item under Auditor Treasurer at 9:30 AM; 3) add a discussion regarding Lobbyist services from Larkin Hoffman as the last item under County Administrator at 9:05 AM. Motion by Johnson and seconded by Benoit to approve the amended agenda. Motion carried unanimously.

There was one person to speak during the Open Forum. Tom Haaf, a Sauk Rapids resident who addressed the County Board with several concerns regarding seven mortgage foreclosures in Benton County that are reducing tax revenue, dissatisfaction with recent county employee raises without the consideration of taxpayers, and frustration with high taxes. Haaf urged the County Board to address fraud more aggressively, particularly in Human Services, and to involve law enforcement.

Motion by Johnson and seconded by Gapinski to approve Consent Agenda items 1 -10: 1) approve the Regular Meeting Minutes of December 16, 2025 and authorize the Chair to sign; 2) approve the Committee of the Whole Meeting Minutes of December 3, 2025 and authorize the Chair to sign; 3) approve the Committee of the Whole Meeting Minutes of December 16, 2025 (AM) and authorize the Chair to sign; 4) approve the Committee of the Whole Meeting Minutes of December 16, 2025 (PM) and authorize the Chair to sign; 5) designate the official newspaper for Benton County for 2026; 6) approve the minimum salaries for the County Attorney, Sheriff and Auditor-Treasurer for terms of office beginning in 2027 and authorize the Chair to sign; 7) approve the contract for outside Labor Attorney Services and authorize the Chair to sign; 8) approve the application for 2025 Local Option Disaster Credit and 2026 Local Option Abatement for Parcel 09.01086.00; 9) approve the 2026-2027 IV-D Cooperative Agreement between Benton County Human Services and the Department of Children Youth and Family (DCYF) and authorize the Chair to sign; 10) approve an alternative method to disseminate bids and requests for proposals and authorize the Chair to sign. Motion carried unanimously.

Next, Headley requested the County Board to appoint an Interim County Engineer. Former Morrison County Engineer Steven C. Backowski has agreed to serve as Interim County Engineer while the County seeks a permanent County Engineer. Mr. Backowski has agreed to the employment agreement and hourly rate. Per the agreement, Mr. Backowski has waived County benefits, including PTO accrual. Headley requested County Board action to approve an employment agreement to serve as Interim County Engineer, and to approve the Resolution appointing Steven C. Backowski as Interim Benton County Engineer. Motion by Gapinski and seconded by Popp to approve the employment agreement with Steven C. Backowski to serve as Interim Benton County Engineer. Motion carried unanimously. Next, Motion by Johnson and seconded by Benoit to approve a Resolution appointing Steven C. Backowski as Interim Benton County Engineer. Motion carried unanimously.

Next, Headley explained that the draft listing of the 2026 County Board meeting dates and times reflects the traditional meeting dates of the “first and third” Tuesday of each month at 9:00 AM; with the exception of the December 1, 2026 meeting commencing at 6:00 PM for the “Truth in Taxation Meeting”. Following discussion, Johnson/Benoit to set the 2026 County Board meeting dates and times: “first and third” Tuesday of each month at 9:00 AM with the exception of the first meeting in December which will be on Tuesday, December 1, 2026 at 6:00 PM (to combine with the Truth in Taxation Meeting). Motion carried unanimously.

Next, Finance Supervisor Jackie Traut requested County Board consideration of the software project agreement with Information Systems Corporation (ISC). Implementing ISC’s automated AP solution would significantly improve efficiency by digitizing the entire workflow, reducing manual data entry, and storing all documentation electronically. It would also allow departments to independently access invoice history and payment details without needing to route their inquiries through Finance, saving time for both departments and finance team. Motion by Gapinski and seconded by Popp to approve the software project agreement with Information Systems Corporation (ISC). Motion carried unanimously.

Next, Headley reported that the new Government Center Project Building Committee visited two furniture, fixtures and equipment (FFE) vendors, but one did not have pricing available. As a result, the committee cannot make a recommendation yet. They expect to receive the missing estimates within a few days, reconvene early next week, and bring a recommendation to the January 20<sup>th</sup> Regular Board Meeting.

Next, Headley requested review of the County Board Policy Manual, which outlines board responsibilities, meeting procedures, and other governance rules. Particular attention is given to the policy on remote participation, including limits on how often members may attend meetings remotely, visibility and audio requirements, roll-call voting, and notice requirements. There was a consensus of the County Board that the current provisions are working with a question raised about whether participation from outside the country is allowed, which Headley will confirm with the State. Headley also highlighted a section explaining when closed sessions are legally permitted and asked Board members to review it later. Headley received direction from the County Board to post the County Board Policy Manual on the County website.



Next, Headley requested discussion and possible direction regarding the St. Cloud Regional Airport Authority options. The County Administrators for Benton, Sherburne and Stearns, along with the St. Cloud City Administrator were tasked with identifying potential options for how the St. Cloud Regional Airport Authority operates (e.g., its membership, how it levies a property tax, etc.). This led to several considerations which include: 1) Communication, 2) Governance Structure (Authority membership), 3) Support from the City of St. Cloud, 4) regional sales tax and 5) regional airport authority levy authority, noting that changes to representation or levy limits would require unanimous approval of all four entities and amendments to the enabling resolution. Discussion centered primarily on two priorities: establishing clearer representation – potentially including elected officials from each entity, and limiting levy exposure, particularly in light of future funding shifts when the City of St. Cloud's current exemption ends. There was a general consensus of the County Board that the Airport Authority Board should include one elected official from each participating county and city, and that levy limits should be established for the Airport Authority. Headley will communicate with the respective county and city administrators to coordinate a meeting of all participating entities to discuss these matters.

Next, Headley requested County Board consideration of the 2026 per diem rate for Boards and Commissions which has historically been set at the first meeting in January. Boards and Commissions affected by this action include the Park Commission, Planning Commission, Board of Adjustment, Solid Waste Advisory Committee, and the Extension Committee. The current per diem paid to members of Boards and Commissions is \$70 per meeting. For 2026, the County Board retained the current \$70 per diem rate but added a new \$100 per diem for meetings or a series of meetings exceeding four hours (same day). The \$100 per diem is not in addition to the basic \$70 per diem. Also, there was clarification that the Board of Adjustment members receive a \$10 per site visit, plus mileage in addition to the \$70 per diem. Motion by Johnson and seconded by Popp to set the 2026 per diem rate to \$70 per meeting, and to revisit the \$10 site visit compensation for the Board of Adjustment. Motion carried unanimously.

Next, Gapinski requested County Board discussion and possible direction of the Lobbyist services with Larkin Hoffman. Gapinski suggested supporting an additional \$23,000 to \$24,000 contribution through the APO to retain Larkin Hoffman for enhanced federal lobbying, focused primarily on advancing the County Road 1 project. County Board members emphasized the timing and strategic importance of this effort, noting strong alignment from Minnesota's congressional delegation, increased availability of federal RAISE grant funding this year, and the potential to significantly reduce local taxpayer costs on a \$23 million project. There was a general consensus of the County Board that the investment is justified given past success, including securing a \$5 million grant, the safety concerns along County Road 1, and the need for coordinated state and federal advocacy. There was a general consensus of the County Board to move forward with the additional lobbying support, with details on funding sources to be finalized and formal action to follow at a subsequent meeting.

Next, Auditor-Treasurer Christine Scherbing requested County Board consideration of the sale of parcel 09.00541.03 to Thelen Estates, LLC. Thelen Estates, LLC was the winning bidder of the auction held on the Public Surplus website for parcel 09.00541.03, and remitted payment in full of \$672.40 on the

parcel. Scherbing requested County Board approval of the sale and to authorize the County Board Chair to sign the deed to convey the property. Scherbing added that the deed was fully vetted by the Benton County Attorney's Office. Motion by Johnson and seconded by Benoit to approve the sale of parcel 09.00541.03 to Thelen Estates, LLC and authorize the Board Chair to sign the deed to convey the property. Motion carried unanimously.

Next, Scherbing requested County Board consideration to re-designate the Auditor-Treasurer the authority to designate depository banks, and to designate depository banks for Benton County funds. These include Frandsen Bank & Trust, Falcon National Bank, First National Bank of Milaca, US Bank, Wells Fargo, the MAGIC Fund, and banks used by the County's brokerage firms. During discussion, it was noted that use of large national banks has been significantly reduced in favor of local banks, with the MAGIC Fund having the highest interest rate. Motion by Johnson and seconded by Popp to redesignate the Auditor-Treasurer the authority to designate depository banks and to designate depository banks for Benton County funds. Motion carried unanimously.

Next, Human Services Director Sandi Shoberg, along with Application Services Data Manager Brenton Marshik shared an update regarding the Benton County Service Survey results for Human Services, that services are rated on a 5-point scale, with 5 being the highest rating. Overall, the average approval rating for each area has been very positive and ranged from 4.7 to 4.9. This item was for informational purposes only.

Next, Shoberg, along with Fiscal Services Supervisor Janel Sczublewski and Eligibility Specialist Lead Nina Wegman provided a Child Care Assistance Program update. They briefed the County Board on how the Child Care Assistance Program operates locally in response to recent media coverage about alleged childcare fraud. They clarified that Benton County investigates individual eligibility fraud, while provider fraud and licensing issues are primarily investigated and overseen by the state. Staff outlined program statistics, eligibility requirements, verification processes, and how authorized childcare hours are determined based on work, education, and activity requirements. They also explained that, as of April 2025, the state has assumed responsibility for registering and monitoring all childcare providers, including licensed, center-based, and legal non-licensed providers. Staff reported minimal fraud identified in applications due to strict verification requirements and noted that the state has begun immediate on-site inspections through DCYF's Office of Inspector General with assistance from the BCA. This item was for informational purposes only.

Next, Land services Director Roxanne Achman requested County Board consideration of the DNR Notice of Preliminary Map and list of Public Waters Inventory Corrections within Benton County. Achman shared that the DNR is proposing four changes: the removal of three public waters wetland basins totaling approximately 24 acres in Langola, Alberta, and Minden Townships, and the addition of a roughly half-mile public waterway segment in Graham Township near Highway 25. The public comment period runs from December 27, 2025, through February 25, 2026, with a county public meeting scheduled for January 26, 2026, at 6:00 p.m. at the Foley High School. These changes are intended to correct mapping errors from the 1970s and 1980s, and Achman noted the scope of proposed corrections



in Benton County is relatively limited compared to other counties. Benton County resident Mike Deppa requested a copy of the information Achman shared. This item was for informational purposes only.

Next County Engineer Chris Byrd requested County Board consideration of the resolution to reauthorize Local Sales Tax for Transportation. Byrd shared that Benton County first adopted a Local Sales Tax for Transportation in 2019. At that time, it was estimated to generate about \$1.9 million per year to fund road and bridge projects. The County Board considered a list of projects to be funded with the proceeds and that list totaled and estimated \$34.4 million and included 36 different projects. Revenues came in higher than anticipated, and to date 22 projects have been completed costing approximately \$19.6 million. There are 14 projects to complete at an estimate of \$15 million. It has been proposed to add projects to the current list so that they are eligible to be funded with sales tax proceeds. A Public Hearing was conducted on December 16, 2025, with all positive comments. Byrd noted that the proposal does not increase the tax rate but expands and clarifies the list of eligible road projects, including extensions to County Roads 82 and 65, and adding projects such as Mayhew Lake Road, County Road 25, CSAH 9, and a gravel segment of County Road 72. Byrd also acknowledged a typo on the resolution for item #21, noting that it should say CR 82 and not CR 84. Motion by Johnson and seconded by Benoit to adopt the resolution re-authorizing a Local Sales Tax for Transportation, noting the correction on item # 21 to be changed to CR 82. Motion carried unanimously.

The County Board recessed at 10:22 AM to conduct a Community Health Board Meeting.

The County Board reconvened at 10:55 AM.

Next, Board members reported on recent meetings they attended on behalf of Benton County.

There were no additional Comments by Commissioners.

Johnson/Gapinski to set the Committee of the Whole Meetings: Monday, January 12, 2026, Annual Goal Setting Session at Jack & Jim's, 11025 Duelm Rd NE, Foley, MN 56329, 11:00 AM; Monday, January 12, 2026 updates on Sauk Rapids-Rice School building projects, Sauk Rapids-Rice High School, 1835 Osauka Rd NE, Sauk Rapids, MN 56379, 6:00 PM; Tuesday, January 20, 2026, discussion on Auditor-Treasurer appointment request, County Boardroom, Foley, 8:00 AM; Monday, January 26, 2026, DNR Public Waters Inventory Meeting, Foley High School, 621 Penn St, Foley, MN 56329, 6:00 PM; Thursday, January 22, 2026 Benton Economic Development Annual Meeting, Harvester Square 539 E St. Germain St., St. Cloud, MN 56304, 7:30 AM. Motion carried unanimously.

Chair Heinen adjourned the Regular Board Meeting at 11:04 AM.



ATTEST:

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Steven J. Heinen, Chair  
Benton County Board of Commissioners

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Montgomery Headley  
Benton County Administrator

DRAFT

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



2

MEETING DATE January 20, 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Consider a collective bargaining agreement with AFSCME Council 65, representing Human Services and Public Health employees, for the period of January 1, 2026 through December 31, 2027

### BACKGROUND INFORMATION

The County's negotiating committee has reached an agreement on a two-year labor contract with AFSCME Council 65, representing Human Services and Public Health employees. Terms of the agreement are in the attached summary.

### ACTION REQUESTED

A motion to approve a collective bargaining agreement with AFSCME Council 65, representing Human Services and Public Health employees, for the period of January 1, 2026 through December 31, 2027

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 1-14-26

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_

PREFERRED PLACEMENT ON AGENDA Consent

**Summary of Negotiations**  
**Benton County and AFSCME Council 65 (Human Services and Public Health)**  
**Ratified Agreement 2026-2027**  
**January 7, 2026**

1. **Duration** (Article 26 Term of Agreement); the parties agree to a 2-year contract (January 1, 2026 through December 31, 2027)

2. **Wages** (Article 22 Compensation Plan); the parties agree to the following general wage increases:

- 2026: 3.0% January 1, 2026, or the first day of first payroll period following ratification, whichever is later
- 2027: 3.5% January 1, 2027

3. **Health Insurance** (Article 18 Insurance); the parties agree to 2026 health insurance that retains the current 2-tier structure and increases the County contribution to Single coverage from 80% to 85% (Family coverage remains at a 75% County contribution). Also for 2026, the parties agree to increase the County contribution to a Family VEBA or HSA account to \$283 per month (from \$250 per month). This agreement also increases deductibles as follows: Single \$3,400, Family \$6,800 (HSA Single must be increased to \$3,400 to maintain compliance with Internal Service Regulations regarding an "imbedded" deductible").

For 2027, the parties agree to implement the new 4-tier structure as recommended by the Benefits Advisory Committee. In addition, the County contribution to Single coverage will increase to 90% (other tiers remain at 75%). Also for 2027 the parties agree to add a \$5,000/\$10,000 deductible plan, with the County contributing 100% of the Single premium (and 75% for other tiers.) The parties agree that the "sunset" provision shall be retained, whereby any premium increases or decreases will be shared 50/50 between the County and employees January 1, 2028 in the absence of a new agreement. See below contract language:

18.2 Health Insurance; For January 1, ~~2026~~ 2023, the Employer agrees to contribute the following amounts or the full cost, whichever is less, toward the cost of group health coverage premiums under the Employer's group plan for the year ~~2026~~ 2023 for each regular full-time employee:

<b><u>2026 Contributions</u></b>	
<b><u>\$3,400/\$6,800 Deductible Plan with VEBA</u></b>	
Single Monthly Premium	<u>\$737.09</u>
Monthly VEBA Contribution	<u>\$125.00</u>
Family Monthly Premium	<u>\$1,853.78</u>
Monthly VEBA Contribution	<u>\$283.00</u>
<b><u>\$3,400/\$6,800 Deductible Plan with HSA</u></b>	
Single Monthly Premium	<u>\$675.50</u>
Monthly HSA Contribution	<u>\$125.00</u>



Family Monthly	\$1,698.93
Premium Monthly HSA Contribution	\$283.00

For the 2027 plan year, the Employer shall pay 90 percent of the single premium and 75 percent of the premium for the employee and children tier, employee and spouse tier, and family tier of the deductible plan with VEBA or HSA. For the highest (currently \$5,000/\$10,000) high deductible health plan, in 2027 the Employer shall pay 100 percent of the single premium and 75 percent of the premium for the employee and children tier, employee and spouse tier, and family tier. This provision shall sunset effective December 31, 2027, and thereafter, the Employer shall pay 50 percent of any premium increase from the 2027 rates. Any reduction in premiums from the 2027 rates shall be shared on an equal 50/50 basis between the Employer and employee.

<b>2023 Contributions</b>	
<b>\$3,000/\$6,000 Deductible Plan with VEBA</b>	
Single Monthly Premium	\$612.29
Monthly VEBA Contribution	\$125.00
Family Monthly Premium	\$1,636.16
Monthly VEBA Contribution	\$250.00
<b>\$3,000/\$6,000 Deductible Plan with HSA</b>	
Single Monthly Premium	\$561.14
Monthly HSA Contribution	\$125.00
Family Monthly Premium	\$1,499.50
Monthly HSA Contribution	\$250.00

For the 2024 and 2025 plan years, the Employer shall pay 80 percent of the single premium and 75 percent of the family premium. This provision shall sunset effective December 31, 2025, and thereafter, the Employer shall pay 50 percent of any premium increase from the 2025 rates. Any reduction in premiums from the 2025 rates shall be shared on an equal 50/50 basis between the Employer and employee.

In the event the employer offers an improvement in the Health Insurance Benefit the employer agrees to reopen the contract to negotiate improvements.

4. **Increase On-Call Pay** (Article 12 Call Back Time – On Call); the parties agree to increase on-call pay by amending Section 12.3 as follows (*Union item #5*):

12.3 Effective January 1, ~~2026~~ 2023, any employee required to be on call, as designated by the Department Head, shall receive \$240.00 per week and ~~\$300.00~~ \$270.00 for a week in which the holiday occurs. If the employee is required to perform work, he/she shall receive the appropriate pay rate for time spent working.

5. **Life Insurance** (Article 18 Insurance); the parties agree to increase the employer-funded basic life insurance from \$10,000 to \$15,000 (*Union item #8*)

6. **Probationary Period** (Article 9 Probation and Trial Periods); the parties agree to change the probationary period from 6 months to 12 months (*County item #1*)

7. **Paid Family and Medical Leave** (Article 18 Insurance); the parties agree that the required contribution to the Minnesota Paid Family and Medical Leave program will be split 50/50 between the County and employees. In addition, the parties agree that employees may “top off” PFML with accrued leave while receiving a PFML benefit. Contract language shall be as follows (adding new Sections 18.4 and 18.5 to Article 18 (*County Item #7*):

18.4 In the event the Employer participates in the Minnesota Paid Family and Medical Leave (PFML) program or an alternative private plan, effective January 1, 2026, the Employer and employee will split the premiums for PFML, or an alternative private plan, on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.

18.5 Employees may utilize accrued Paid Time Off or Sick Leave to supplement PFML not to exceed 100% of the regular wage of the employee. In the event Paid Time Off or Sick Leave is exhausted, employees may utilize other accrued paid leave to supplement PFML not to exceed 100% of the regular wage of the employee.

Given the broadening of the Insurance Article to include PFML provisions, the parties agree to retitle this Article to “Health and Welfare,” creating consistency with other Collective Bargaining Agreements.

8. **Earned Sick and Safe Time; Documentation Provisions** (Article 16 Sick Leave); the parties agree add language to clarify the documentation provisions of Earned Sick and Safe Time (ESST) do not apply to forms of paid leave exceeding the minimum required for ESST. Article 16, Section 16.5 will be amended as follows (*County item #6*):

16.5 Employees claiming sick leave in excess of three days may be required to file written, signed, medical evidence that their absence is appropriate. If, in the opinion of the Department Head and/or Administrator, the employee’s use of sick leave is excessive and not excused by evidence of an ongoing serious health condition as defined under the Family and Medical Leave Act (FMLA) or the Americans With Disabilities Act (ADA), the County may require the employee to provide a medical doctor’s certificate for each absence, containing information which is sufficiently detailed to enable the Department Head and/or Administrator to determine if the sick leave usage and absence from the workplace is warranted. Employees drawing extended sick leave may be required to provide evidence of being physically, mentally and emotionally able to perform their duties before returning to work, consistent with the provisions of the FMLA, the ADA, and the Minnesota Human Rights Act.

The documentation provisions referenced in the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 3, shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by ESST.

9. **Conference Paid Time** (Article 19 Training and Education/Mileage); the parties agree to add language to Section 19.2 to address time spent working during conferences and training; Section 19.2 will be amended as follows (*Union item #10*):

19.2 Time spent traveling for work-related occasions (i.e. seminars) shall be included as hours of an employee's normal scheduled workday. Any work-related occasion that requires the employee to stay overnight shall be considered an eight hour workday or the equivalent of the actual time spent working, whichever is greater.

10. **Technical changes** (Various Articles); the parties agree to the following technical revisions:

- a) The parties agree to change all gender-specific pronouns in the CBA to gender-neutral pronouns (they/them); (*Union item #2*)
- b) The parties agree to amend Section 8.1, moving the date seniority lists are updated from January 1<sup>st</sup> each year to March 1<sup>st</sup> (*Union item #4*)
- c) The parties agree to correct a statutory reference in Section 16.4 as follows (*Union item #7*):

For safety leave as defined in MN Statutes §181.9447 ~~§181.9413~~, for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking. Safety leave may be used for assistance to the employee or assistance to relatives as defined in this section.

- d) The parties agree to update the Recognition Clause in Section 2.1 as stipulated by the Bureau of Mediation Services (to clarify the separation of Public Health from Human Services while maintaining Public Health within the AFSCME bargaining unit); Section 2.1 will be amended as follows (*County item #7, as amended by BMS Stipulation*):

2.1 All employees of the Benton County Human Services and Public Health Departments, Foley, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding confidential and supervisory employees within the meaning of Minn. Stat. 179A.03, subds. 17 and 4.

- e) With Juneteenth now a State holiday, the parties agree the following language in Section 13.2 can be removed (*County item #7*):

~~Consistent with the amendment to Minnesota Statute 645.44, subd. 5 employees shall be entitled to the Juneteenth holiday effective in 2024.~~

Juneteenth on June 19<sup>th</sup> remains on the listing of paid holidays in Section 13.2.

*All other County and Union proposals not addressed above were withdrawn.*



**LABOR AGREEMENT**

**Between**

**COUNTY OF BENTON**

**and**

**AFSCME, AFL-CIO, MINNESOTA COUNCIL 65  
LOCAL# 1243**

**HUMAN SERVICES**

**Term:**

**January 1, 2026 ~~2023~~ - December 31, 2027 ~~2025~~**

# County Of Benton Human Services

## LABOR AGREEMENT

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**LABOR AGREEMENT**  
**BETWEEN**  
**COUNTY OF BENTON**  
**AND**  
**AFSCME AFL-CIO MINNESOTA Council 65**

**ARTICLE 1**  
**PURPOSE OF AGREEMENT**

This Agreement is effective as of January 1, ~~2026~~ 2023 between the County of Benton, hereinafter called the "Employer", and the American Federation of State, County and Municipal Employees, Minnesota Council 65, AFL-CIO, hereinafter called the "Union".

It is the intent and purpose of this Agreement to:

- 1.1 Assure sound and mutually beneficial working and economic relationships between the parties hereto;
- 1.2 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.3 Place in written form the parties agreement upon the terms and conditions of employment for the duration of this Agreement
- 1.4 The Employer and the Union, through this Agreement, shall continue their dedication to the highest quality service and protection to the County of Benton. Both parties recognize this Agreement as a pledge of this dedication.

**ARTICLE 2**  
**RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative under the Public Employment Labor Relations Act of 1971, as amended, for all personnel in the following bargaining unit:

All employees of the Benton County Human Services and Public Health Departments, Foley, Minnesota, who are public employees within the meaning of Minnesota Statutes 179A.03, Subd. 14, excluding confidential and supervisory employees within the meaning of Minn. Stat. 179A.03, subds. 17 and 4.

- 2.2 In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job class, the issue shall be submitted to the Bureau of Mediation Services for determination.



- 2.3 The Employer shall not enter into any agreements covering terms and conditions of employment with the employees of the bargaining unit under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement, except through the certified representative.
- 2.4 Neither the Union nor the Employer shall discriminate against any employee because of Union membership or non-membership, nor because of race, creed, sex, color, religious belief, political belief or handicapped status.

### **ARTICLE 3** **DEFINITIONS**

- 3.1 BASE PAY RATE: The employee's basic hourly or monthly pay rate exclusive of overtime premium, shift premium, longevity, or any other special allowances.
- 3.2 CONTINUOUS SERVICE: Unceasing service from last date of hire, including approved leaves of absence and periods of layoff if return from layoff was upon recall.
- 3.3 COUNTY: County of Benton.
- 3.4 DAYS: Unless otherwise indicated, means working days. (Monday Through Friday exclusive of holidays).
- 3.5 DEMOTION: A change by an employee from a position in one work classification to a position in another classification with less responsible duties and lower compensation.
- 3.6 DEPARTMENT: A division of Benton County Government.
- 3.7 EMERGENCY: A work related situation or occurrence of a serious nature developing suddenly and unexpectedly and demanding immediate action as determined by the Employer.
- 3.8 EMPLOYEE: A member of the exclusively recognized bargaining unit defined in this Agreement.
- 3.9 EMPLOYER: Benton County Board of Commissioners and its designated representatives.
- 3.10 EXEMPT EMPLOYEE: An employee exempt from the overtime provisions of the Fair Labor Standards Act, whose job duties and responsibilities are primarily professional, managerial, and/or executive in nature.
- 3.11 LAYOFF: Separation from service with the Employer, necessitated by lack of work, lack of funds or other reasons without reference to incompetence, misconduct, or other behavioral considerations.
- 3.12 LEAVE OF ABSENCE: An approved absence from work duty during a scheduled work period with or without compensation.
- 3.13 PROMOTION: A change of an employee from a position in one work classification to a position in another work classification with more responsible duties and higher compensation.

- 3.14 PYRAMIDING: The payment of more than one form of premium compensation for the same hours of work.
- 3.15 REGULAR EMPLOYEE: A member of the exclusively recognized bargaining unit defined in this Agreement who has completed the required probationary period for newly hired or rehired employees.
- 3.16 SEASONAL EMPLOYEE: An employee hired on a seasonal basis, as designated by the Employer, not to exceed six months in duration. Such employee shall earn the salary rate set forth in Appendix A for seasonal employees and shall not receive any other benefits.
- 3.17 SENIORITY: Length of service established by Article 8.
- 3.18 TEMPORARY EMPLOYEE: An employee hired on a temporary basis, no longer than six months, as designated by the Employer. Such employee shall earn the salary rate set forth in Appendix A for temporary employees and shall not receive any other benefits.
- 3.19 TRANSFER: A change of employee from one position to another position in the same compensation range, involving the performance of similar duties and requiring essentially the same qualifications.
- 3.20 TRIAL PERIOD: The first six months of service in a new position of a promoted or transferred employee.
- 3.21 UNION: Council NO. 65, American Federation of State, County and Municipal Employees, AFL-CIO.
- 3.22 UNION MEMBER: A member of AFSCME, AFL-CIO, Minnesota Council 65, in the bargaining unit to which this Agreement applies.
- 3.23 UNION OFFICER: Officer elected or appointed by AFSCME, AFL-CIO.

#### **ARTICLE 4**

#### **EMPLOYER SECURITY**

- 4.1 In accordance with the provisions of Minnesota Statutes I 79A.19, the Union, its officers or agents, or any of the employees covered by this Agreement, shall not cause, instigate, encourage, condone, engage in , or cooperate in any strike, work slowdown, mass resignation, mass absenteeism, the willful absence from one's position, the stoppage of work, or in the abstinence in whole or in part of the full, faithful, and proper performance of duties of employment, regardless of the reason for doing so.
- 4.2 In the event the Employer notifies the Union that an employee may be violating this Article, the Union shall immediately notify such employee in writing of the Employer's assertion and the provisions of this Article.
- 4.3 An employee who violates any provision of this Article may be subject to disciplinary action, including discharge.
- 4.4 The Employer shall not lock out unit employees.

**ARTICLE 5**  
**EMPLOYER AUTHORITY**

- 5.1 The Employer retains the full and unrestricted right to operate and manage all manpower, facilities, and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 5.2 Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

**ARTICLE 6**  
**UNION SECURITY**

- 6.1 In recognition of the Union as the exclusive representative, the Employer shall:
- 6.1 A Deduct each month an amount sufficient to provide the payment of regular dues established by the Union from the wages of all employees authorizing in writing such deduction in a form agreed upon by the Employer and the Union: and
- 6.1 B Remit monthly such deductions to the appropriate designated officer of the Union with a list of the names of the employees from whose wages deductions were made; and
- 6.1 C The Union shall certify to the Employer, in writing, the current amount of regular dues to be withheld.
- 6.2 The Employer shall make space available on employee bulletin boards for the posting of Union notices and announcements. The Union specifically agrees that no notices of a political or inflammatory nature shall be posted. Employees who are also Union officers, Union stewards or members of the Union's bargaining committee may utilize County electronic mail or telephone systems to communicate with the exclusive representative.
- 6.3 The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.
- 6.4 The Union may designate certain employees from the bargaining unit to act as Stewards and shall certify to the Employer, in writing, of such choice and designation of successors to former stewards. The Union shall also certify to the Employer a complete and current list of its officers and representative(s).
- 6.4 A The Employer agrees to recognize Stewards certified by the Union as provided in this Section, subject to the following: Stewards and other employee Union officers shall not leave their work stations without the prior permission of their designated supervisor(s) and they shall notify their designated supervisor(s) upon return to their work stations. Permission to leave a work station for Union business will be limited to the investigation



and presentation of grievances to the employer. Steward shall be on paid time to investigate or present a grievance and posting of Official Union notices.

- 6.4 B Non-employee representatives of the Union, previously certified to the Employer as provided herein, shall be permitted to come on the premises of the Employer for the purposes of investigating and discussing grievances if they first notify and receive approval from the Employer's Department Head and provided the Union representatives do not interfere with the work of the employees. The Union agrees there shall be no solicitation for membership, signing up of members, collection of initiation fees, dues, finds or assessments, meetings, or other Union activities on the Employer's time. The Union shall not use the Employer's premises or facilities for Union business without prior approval of the Employer.
- 6.5 Union Stewards are authorized to perform and discharge the duties and responsibilities which are assigned to them under the terms of this Agreement and any supplementary agreements. The Employer agrees that there shall be no restraint, interference, coercion or discrimination against a steward because of the performance of such duties.
- 6.6 The Employer shall distribute to all new employees paper copies of this Collective Bargaining Agreement and a welcome letter prepared by the Union as part of new employee orientation. Such paper copies of the Collective Bargaining Agreement and welcome letter shall be provided by the Union.

## **ARTICLE 7**

### **EMPLOYEE RIGHTS - GRIEVANCE PROCEDURE**

- 7.1 Definition of a Grievance:  
A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or conditions of this Agreement.
- 7.2 Union Representatives.  
The Employer will recognize Stewards 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 as provided by 6.2 of Article 6 of this Agreement.
- 7.3 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 normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and Union Steward 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 steward 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.

7.4 Procedure.

Grievances, as defined by Section 7.1, 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 fifteen (15) calendar days after such alleged violation has occurred, present such grievance in writing to the employee's supervisor as designated by the Employer. The Employer-designated representative will discuss and give an answer to such Step 1 grievance in writing 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 to Step 2 by the Union within ten (10) calendar days 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. The Employer-designated representative shall give the Union the Employer's Step 2 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 Step 2 answer. Any grievance not appealed in writing to Step 3 by the Union within ten (10) calendar days 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. 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 to Step 4 by the Union within ten (10) calendar days shall be considered waived.

Step 4. Mediation. A grievance unresolved in Step 3 may by mutual agreement of both parties be submitted to the Minnesota Bureau of Mediation Services. A grievance not resolved in Step 4 may be appealed to Step 5 within ten (10) calendar days following the Employer's final answer in Step 4. A grievance not appealed in writing to Step 5 by the Union within ten (10) calendar days shall be considered waived. If there is no agreement to go to mediation, the grievance may be appealed from Step 3 to Step 5.

Step 5. A grievance unresolved in Step 3 or 4, and appealed to Step 5 by the Union shall be submitted to binding 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.

7.5 Arbitrator's Authority

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

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) 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.

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

7.6 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 upon extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer 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 written grievance of the Employer and the Union.

7.7 Choice of Remedy:

If, as a result of the written Employer response in Step 3 or 4, 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 5 of Article VII or a procedure such as: Civil Service or Veteran's Preference. If appealed to any procedure other than Step 5, the grievance is not subject to the arbitration procedure as provided in Step 5. The aggrieved employee shall indicate in writing which procedure is to be utilized, Step 5, or another appeal procedure, and shall sign a statement to the effect that the choice of any other hearing precludes the aggrieved employee from making a subsequent appeal through Step 5.

**ARTICLE 8**  
**SENIORITY**

- 8.1 The Employer shall establish seniority lists, current as of the effective date of this Agreement and updated on or about March 1<sup>st</sup> ~~January 1st~~ of each year:



Any employee or the Union shall be obligated to notify the Employer of any error in the lists within thirty (30) days of such posting. If no error is reported within this thirty (30) day period, the list will stand correct as posted.

An employee shall not be included on seniority lists during the initial probation period. Upon successful completion of probation, seniority shall date back to the initial date of employment, which does not include a break in service. An employee who terminates employment and is subsequently re-hired shall be placed on the seniority listing without regard to prior service.

- 8.2 Seniority shall be determined by the length of full-time compensated service by classification within the bargaining unit. Reduction of the work force will be accomplished on the basis of classification seniority with the least senior employee in the classification laid off first and recalled last. However, an employee about to be laid off, who has served in an equal or lower paying classification in the department shall have the right to bump (displace) the employee with the least seniority in such classification, provided that the Employer determines the employee who is exercising bumping rights to be adequately qualified to perform the duties of the classification into which he/she is bumping and he/she has greater department seniority than the employee who is to be bumped. An employee bumping into a lower classification whose former salary falls below Step 11 shall be paid at the former rate. Employees whose salary is above the maximum shall be placed at Step 10 or, if eligible, at Step 11. Employees shall be recalled from layoff on the basis of seniority. An employee placed on leave shall be entitled to the payment of all benefits for which the employee would be eligible upon termination of employment. An employee on layoff shall have their ~~his/her~~ seniority frozen and shall have an opportunity to return to work if qualified within two (2) years of the time of his layoff before any new employee as hired.

The Personnel Director shall give written notice to the Employee, with a copy to the Union President on any proposed layoff. Such notice shall state the reasons for layoff, and shall be submitted at least fourteen (14) days before the effective date of termination of employment. Employees shall be laid off in the following order within the department. First - all temporary, seasonal and probationary Employees. Second — regular Employees.

- 8.3 All vacancies and newly created positions shall be posted internally for a minimum of 7 working days on the Employee bulletin board(s).
- 8.4 The Employer is committed to hiring the most qualified candidate for County service. The Employer has no obligation to offer a position to internal applicants. When two or more bargaining unit members apply for the same position, the most senior employee will be offered the position if the Employer chooses to offer the position and the qualifications of all bargaining unit members are deemed equal by the Employer.
- 8.5 Positions where incumbents are reclassified or into which employees are transferred shall not be considered vacant or newly created for the purpose of bidding.



**ARTICLE 9**  
**PROBATION AND TRIAL PERIODS**

- 9.1 All newly hired or rehired employees shall be probationary and shall serve a twelve ~~six~~ month probationary period.
- 9.2 The Employer, at its sole discretion, may discipline or discharge a probationary employee, such action shall not be subject to the grievance procedure.
- 9.3 All employees promoted or transferred to a new position shall serve a six month trial period.
- 9.4 The employer may return a trial period employee to a position in their ~~his/her~~ former classification and to their ~~his/her~~ rate of pay immediately previously to transfer or promotion.
- 9.5 For a period of sixty calendar days, a trial period employee shall have the right to revert to a position in their ~~his/her~~ former classification, and to their ~~his/her~~ rate of pay immediately previous to transfer or promotion. After the sixty day period the employee may request such return but the Employer shall be under no obligation to honor the request.
- 9.6 The Employer may extend the probation period up to an additional six months upon written notification to the Union specifying the reason for said extension.

**ARTICLE 10**  
**DISCIPLINE**

- 10.1 The Employer will discipline regular employees for just cause only. Discipline will be in the form of:
- a) Discharge
  - b) Demotion
  - c) Suspension
  - d) Written Reprimand
  - e) Oral Reprimand

The above listing does not indicate any required step progression for disciplinary action. Cause is not required for discipline or removal of employees serving their initial hire probation period.

- 10.2 Suspensions, demotions and discharges will be in written form.
- 10.3 Written reprimands, to become part of any employee's personnel file, shall be read and acknowledged by signature of the employee. Employees will receive a copy of such reprimands and notices of suspension and discharge.
- 10.4 Employees may examine their own individual personnel file at reasonable times under the direct supervision of the Employer.

- 10.5 An employee shall be allowed Union representation at any step of the discipline procedure or any investigation which could lead to disciplinary action. The Employer shall notify an employee that questions may lead to discipline.
- 10.6 Grievances relating to suspension, demotion or discharge may be initiated by the Union in Step 3 of the Grievance Procedure pursuant to Article 7.

**ARTICLE 11**  
**NORMAL WORKING HOURS AND OVERTIME**

- 11.1 This Article is intended only to define the normal hours of work and to provide the basis for the calculation of overtime pay and other premium pay. Nothing herein shall be construed as a guarantee of hours of work per day or per week.
- 11.2 Work Week: The work week shall be forty hours of work for full-time employees. Normal work days shall be Monday through Friday, except for functions requiring departure from the normal schedule.
- 11.3 Work Days: The normal work day for full-time employees shall consist of eight hours of work plus an unpaid meal period.
- 11.4 Work Shift: Work shifts, staffing schedules and the assignment of employees thereto shall be established by the Employer.
- 11.5 Work Schedule Changes: The Employer shall notify employees five work days in advance of any permanent changes in their work schedules. Temporary changes in work schedules shall be at the Employer's discretion.
- 11.6 Rest Breaks: Employees shall be granted two paid fifteen minute rest breaks per work shift, one break toward the middle of each one-half work shift, at times designated by the Employer.
- 11.7 Meal Period: An unpaid meal period shall be scheduled toward the middle of the work shift, at a time which the Employer determines does not interfere with the rendering of services.
- 11.8 Overtime: All hours worked by non-exempt employees in excess of forty hours per week shall be considered overtime and be paid at the rate of time and one-half the employee's base pay rate. For purposes of computing overtime, the work week shall begin at 12:01 A.M. Saturday.
- 11.9 Non-compensated leave of absence hours shall not be included in the work hours per week required to qualify for overtime. All compensated non-worked hours shall be counted towards the minimum necessary for overtime.
- 11.10 No Pyramiding of Hours: The base pay rate or premium compensation shall not be paid more than once for the same hours worked under any provisions of this Agreement, nor

shall there be any pyramiding of premium compensation.

- 11.11 By mutual agreement between the employee and their ~~his/her~~ Department Head, flex scheduling may occur between 6 A.M. to 7 P.M. Monday through Friday to a maximum of 10 hours per day. Due to the nature of the position, and by mutual agreement of the social workers and their ~~his/her~~ Department Head, social workers may work outside the set flex time hours to meet the needs of their clients.
- 11.12 Overtime will be calculated to the nearest fifteen (15) minutes.
- 11.13 Overtime accumulation may be taken as compensatory time off if mutually agreeable to the employee and the Employer. No more than 50 hours of unused compensatory time shall be accumulated.

## **ARTICLE 12**

### **CALL BACK TIME - ON CALL**

- 12.1 An employee shall be credited with a minimum of two (2) hours worked if an employee is called to work outside during normal working hours to cover any emergency situation. This provision shall not apply to on call employees.
- 12.2 The provision for a minimum time set forth in Section 12.1 shall not apply if the employee is responding in a manner which creates an extension or early report to a regularly scheduled shift.
- 12.3 Effective January 1, 2026 ~~2023~~, any employee required to be on call as designated by the Department Head shall receive \$240.00 per week and ~~\$300.00~~ ~~\$270.00~~ for a week in which the holiday occurs. If an employee is required to perform work, he/she shall receive the appropriate pay rate for the time spent working.

## **ARTICLE 13**

### **HOLIDAYS**

- 13.1 Regular full-time employees shall be entitled to compensated time off for designated holidays, provided the employee is on compensated payroll status the last assigned work day preceding the holiday and the first assigned work day following the holiday. Regular part-time employees working fourteen hours or more per week will receive pro-rated holiday pay.
- 13.2 Designated holidays are as follows:
- |                        |                           |
|------------------------|---------------------------|
| New Year's Day         | January 1                 |
| Martin Luther King Day | Third Monday in January   |
| President's Day        | Third Monday in February  |
| Good Friday (4 hours)  | Friday Before Easter      |
| Memorial Day           | Fourth Monday in May      |
| Juneteenth             | June 19                   |
| Independence Day       | July 4                    |
| Labor Day              | First Monday in September |
| Veterans Day           | November 11               |

Thanksgiving Day  
Day after Thanksgiving  
Christmas Eve (4 hours)  
Christmas Day

Thursday Fourth in November  
Friday after Thanksgiving  
December 24  
December 25

~~Consistent with the amendment to Minnesota Statute 645.44, subd. 5 employees shall be entitled to the Juneteenth holiday effective in 2024.~~

- 13.3 If a holiday falls on a Saturday, excluding Christmas Eve, the holiday shall be the preceding Friday. If the holiday falls on Sunday, the following Monday shall be the holiday.
- 13.4 The four hour holidays designated on Good Friday and Christmas Eve are designated holidays for the latter half of the work shift only. If the Christmas Eve holiday falls on a Friday, Saturday, or Sunday, the employee shall have a four-hour floating holiday to be used fifteen days prior to Christmas Eve or fifteen days following Christmas Eve with the approval of the Department Head.
- 13.5 Employees assigned and required by the Employer to work on a holiday as designated in this Article, shall receive overtime compensation at one and one half times the base pay rate for hours worked, plus holiday compensation at their base pay rate, but in no case shall the total compensation exceed two and one half times the employees base pay rate. Exempt employees assigned and required by the Employer to work on a holiday as designated in this Article, shall receive compensatory time off at a rate of one hour for each hour worked plus holiday pay.
- 13.6 Holidays which occur within an employee's approved and compensated vacation or sick leave will not be chargeable to the employee's vacation or sick leave time. Employees will not receive holiday pay for holidays occurring while on an unpaid leave of absence.

#### **ARTICLE 14** **SEVERANCE PAY**

- 14.1 Employees are entitled to reimbursement of accumulated sick leave at the employee's current rate of pay upon termination of employment or retirement, whichever comes first, according to the following schedule:

<u>Years of Service</u>	<u>Percent of Unused Sick Leave</u>
After 2 through 5 years	10%
After 5 through 10 years	25%
After 10 through 15 years	50%
After 15 years	75%

- 14.2 Upon termination of employment, the following percentages of severance pay shall be deposited into a Post Employment Health Care Savings Plan:

<u>Years of Service</u>	<u>Amount</u>
0 - 1 Years	No Contribution
2 - 5 Years	10% of severable sick leave



6 - 10 Years	25% of severable sick leave
11 - 15 Years	75% of severable sick leave
After 15 Years	100% of severable sick leave

The balance of severable sick leave for eligible employees not deposited into a Post Employment Health Care Savings Plan shall be paid to the employee and is subject to appropriate IRS tax deductions. In the event an employee's severance payment is less than \$100, no contribution shall be paid into a post-employment health care savings plan account. Severance balances less than \$100 shall be paid directly to the employee.

- 14.3 In the event of the death of an employee, all severance pay shall be paid to the employee's beneficiary or estate.
- 14.4 There shall be no severance pay of unused accumulated sick leave, if the employee is dismissed for cause and does not resign in good standing.

## **ARTICLE 15**

### **PAID TIME OFF**

- 15.1 **Applicability.** Employees hired on January 1, 2012 and after will be placed on a system of paid time off (PTO) as defined in this Article. Employees hired before January 1, 2012 may select the PTO system effective January 1, 2012 or may remain on the leave system defined in Article 16 Sick Leave and Article 17 Vacations. Employees who elect to remain on the sick leave and vacation system may remain on such system for the duration of their employment with Benton County.

- 15.2 **Accrual Schedule.** Employees shall accrue PTO according to the following schedule:

<u>Years of Service</u>	<u>Annual Accrual Rate</u>
0 – 2 years	168 hours (21 days)
3 – 6 years	192 hours (24 days)
7 – 10 years	216 hours (27 days)
11 – 15 years	240 hours (30 days)
16 – 20 years	264 hours (33 days)
21 + years	288 hours (36 days)

Maximum PTO accrual shall not exceed 700 hours.

- 15.3 **Conversion Schedule.** Employees with accrued balances of sick leave and vacation must convert such balances to PTO according to the following schedule:
1. Vacation converted hour-for-hour to PTO;
  2. Two options exist for converting sick leave to PTO (*a combination of these options may be used*):
    - a. Option 1. Sick leave will be converted hour-for-hour into Extended Sick Leave (ESL);
    - b. Option 2. Sick leave will be converted to PTO depending on years of service, per the following:

2 to 5 years	10% of unused sick leave
6 to 10 years	25% of unused sick leave
11 to 15 years	50% of unused sick leave
16 + years	75% of unused sick leave

Employees may use ESL for a qualifying illness or injury per the sick leave policy. Employees may also use ESL for funeral leave per the funeral leave policy.

Deferred sick leave balances shall remain in a deferred sick leave account. Deferred sick leave shall be used before ESL and shall not be included in severance payments.

- 15.4 **Severance.** Upon retirement or termination of employment in good standing, employees shall receive a severance payment for all accumulated paid time off. In addition, employees who have converted sick leave to extended sick leave shall receive a severance payment for extended sick leave according to the following schedule:

2 to 5 years	10% of unused extended sick leave
6 to 10 years	25% of unused extended sick leave
11 to 15 years	50% of unused extended sick leave
16 + years	75% of unused extended sick leave

Severance payments shall not exceed 1,008 hours when combining PTO hours and severable extended sick leave hours.

Upon termination of employment, the following shall be deposited into a Post Employment Health Care Savings Plan:

- a. All PTO hours in excess of 288 hours; and
- b. Severable extended sick leave pursuant to the following schedule:

<u>Years of Service</u>	<u>Amount</u>
0-1 Years	No Contribution
2-5 Years	10% of severable extended sick leave
6-10 Years	25% of severable extended sick leave
11-15 Years	75% of severable extended sick leave
After 15 Years	100% of severable extended sick leave

In the event an employee's severance payment is less than \$100, no contribution shall be paid into a post-employment health care savings plan account. Severance balances less than \$100 shall be paid directly to the employee.

In the event of the death of the employee, all severance owed under this section shall be paid to the employee's beneficiary or estate.

- 15.5 **General Terms and Conditions.** The following general terms and conditions apply to the administration of the paid time off system:

1. The Department Head is responsible for scheduling PTO for employees under their ~~his or her~~ supervision. The Department Head shall take into consideration seasonal

demands and the ability of the remaining staff to perform the work of the department. PTO will be scheduled so as not to unduly disrupt the normal operation of the department, while taking into account the employees' preferences for time off. The Department Head shall have the discretion to deny PTO at any given time based upon the needs of the department. In those circumstances in which pre-approval could not be requested, the Department Head's approval must be sought as soon as reasonably possible. Unauthorized use of PTO will be subject to disciplinary action.

2. Paid time off shall be selected on the basis of first come/first served. If requests are received on the same day, the senior employee shall be granted the paid time off.
3. PTO may be taken to the extent that it is earned. The amount earned shall be determined as the PTO amount accrued the last day of the most recent completed pay period.
4. PTO shall not be earned by any employee during a leave of absence without pay, or time otherwise not paid, except a military leave of absence without pay.

**15.6 Paid Time Off Donation.** Employees may transfer their accrued PTO to the PTO or sick leave account of another employee provided:

1. The recipient is experiencing a catastrophic health circumstance and is incapacitated and unable to work, or requires time away from work to provide care for a qualified family member as defined in Section 16.4;
2. The recipient has exhausted all of their ~~his or her~~ PTO, ESLB (if applicable) and compensatory time;
3. The donor must transfer their ~~his or her~~ accrued PTO in one (1) hour increments;
4. The donor's PTO balance shall be reduced by the number of hours transferred to the PTO or sick leave account of the recipient;
5. All PTO transferred shall be used at the recipient's pay rate;
6. The use of available donated PTO will take effect when an employee enters non pay status and will continue until donated leave has been used or the employee returns to work;
7. Any leave donations become the property of the recipient and are not refundable to the donor;
8. Donations may be made retroactively, but not more than 30 days retroactively;
9. No recipient will be allowed to receive more than 480 hours of donated PTO in a five-year rolling period commencing upon exhaustion of the 480 hours.

The employee receiving leave donations shall receive holiday pay provided the employee is in paid status the day before and the day after the holiday. Paid status includes the use of donated leave.

## **ARTICLE 16**

### **SICK LEAVE**

- 16.1** Sick leave shall be earned by regular full-time employees at the rate of eight hours for each full month of service. Regular part-time employee working 14 hours or more per week will earn sick leave on pro-rated basis by actual hours worked.



- 16.2 Employees shall be allowed to accrue up to 960 hours of sick leave. After the maximum of 960 hours has been reached, employees shall continue to accrue according to the following schedule:

One-half (1/2) hour sick leave for every hour lost in a deferred sick leave account (this sick leave will not count toward severance pay) and one-half (1/2) hour vacation for every hour lost.

Deferred sick leave shall be used prior to the use of the regular (960 hours) sick leave bank.

- 16.3 Sick leave shall not be earned by an employee during a leave of absence without pay or time otherwise not paid.

- 16.4 Upon prompt notice to the department head, accrued sick leave may be used when an employee cannot perform work duties due to the following:

- Personal illness or disability;
- Necessity for medical, dental or chiropractic care that cannot be scheduled outside of work hours;
- Medical care of relatives as defined in State law;
- Isolation to minimize threat or spread of contagious disease;
- Disability of the employee due to pregnancy or childbirth;
- For safety leave as defined in MN Statutes §181.9447 ~~§181.9413~~, for the purpose of providing or receiving assistance because of sexual assault, domestic abuse or stalking. Safety leave may be used for assistance to the employee or assistance to relatives as defined in this section.

- 16.5 Employees claiming sick leave in excess of three days may be required to file written, signed, medical evidence that their absence is appropriate. If, in the opinion of the Department Head and/or Administrator, the employee's use of sick leave is excessive and not excused by evidence of an ongoing serious health condition as defined under the Family and Medical Leave Act (FMLA) or the Americans With Disabilities Act (ADA), the County may require the employee to provide a medical doctor's certificate for each absence, containing information which is sufficiently detailed to enable the Department Head and/or Administrator to determine if the sick leave usage and absence from the workplace is warranted. Employees drawing extended sick leave may be required to provide evidence of being physically, mentally and emotionally able to perform their duties before returning to work, consistent with the provisions of the FMLA, the ADA, and the Minnesota Human Rights Act.

The documentation provisions referenced in the Earned Sick and Safe Time Act, Minn. Stat. 181.9447, subd. 3, shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required by ESST.

- 16.6 Mental illness, chemical dependency including alcoholism and drug addiction, as professionally diagnosed, which prevents the employee from working is a valid reason



for sick leave absence. The supervisor may approve a sick leave request upon written confirmation that the employee is receiving outpatient or hospital care. Refusal of an employee to seek treatment for any illness when it appears to be causing declining or substandard performance will be grounds for discipline, up to and including termination.

- 16.7 An employee who improperly claims sick leave shall be subject to disciplinary action in conformance with Article 9.
- 16.8 Sick leave benefits shall only accrue when an employee is on compensated payroll status.
- 16.9 To be eligible for sick leave payment an employee must notify their ~~his/her~~ designated supervisor at least one hour prior to the starting time of their ~~his/her~~ scheduled shift. This notice may be waived if the Employer determines that the employee could not reasonably be expected to comply with this requirement because of circumstances beyond the control of the employee.
- 16.10 The Department Head shall grant up to three days paid funeral leave when a death occurs in the immediate family for the purpose of attending the funeral and related matters. For the purposes of this policy, immediate family includes an employee's spouse, children, stepchildren, parents, stepparents, brothers, stepbrothers, sisters, stepsisters, grandparents, grandchildren, spouse's parents, spouse's siblings, or other relatives living within the household. Up to one day funeral leave may be granted due to death of the spouse of a brother or sister of the employee. The employee shall notify the Department Head as soon as possible when an employee intends to take funeral leave. The Department Head shall have the discretion to determine the length of funeral leave. Sick leave with pay may be granted at the discretion of the Department Head, for a maximum of five (5) working days per occurrence in addition to funeral leave for the death of the employee's spouse, children, stepchildren, parents, stepparents, siblings, stepsiblings, grandparents, spouse's parents, or spouse's siblings, grandchildren or other relatives living within the household.

Recognizing that employees may not work a normal 8-hour day, hours taken as funeral leave shall correspond to the employee's actual daily work schedule. In no event shall an employee use funeral leave on more than three days as provided in this Article.

- 16.11 Disabilities caused or contributed to by pregnancy, miscarriage, abortion, child birth and recovery there from, are, for all job-related purposes, temporary disabilities, and shall be treated as any other illness in connection with employment.
- 16.12 Any employee who by reason of sickness or injury receives workers' compensation benefits may choose to receive from the Employer additional differential benefit from the accumulated sick leave, vacation leave, or other accumulated leave time, but the total weekly compensation including leave and compensation benefits shall not exceed the weekly base rate of an employee.
- 16.13 Employees may transfer their accrued vacation leave to the sick leave account of another employee provided:

- 1) the recipient is experiencing a catastrophic health circumstance and is incapacitated and unable to work, or requires time away from work to provide care for a qualified family member as defined in Section 16.4;
- 2) the recipient has exhausted all of their ~~his or her~~ accrued vacation, sick leave and compensatory time;
- 3) the donor must transfer their ~~his or her~~ accrued vacation in one (1) hour increments;
- 4) the donor's vacation leave balance shall be reduced by the number of hours transferred to the sick leave account of the recipient;
- 5) all vacation leave transferred shall be used at the recipient's pay rate;
- 6) the use of available donated vacation leave will take effect when an employee enters non pay status and will continue until donated leave has been used or the employee returns to work;
- 7) any leave donations become the property of the recipient and are not refundable to the donor;
- 8) donations may be made retroactively, but not more than 30 days retroactively;
- 9) no recipient will be allowed to receive more than 480 hours of donated vacation leave.

An employee receiving workers compensation indemnity payments, disability benefits or other similar insurance payments is not eligible to receive donated vacation leave.

The employee receiving leave donations shall receive holiday pay provided the employee is in paid status the day before and the day after the holiday. Paid status includes the use of donated leave.

## **ARTICLE 17** **VACATIONS**

- 17.1 Regular full-time employees shall accrue vacation benefits in accordance with the following schedule, provided that vacation leave shall only accrue when an employee is on compensated payroll status:

<u>YEARS OF SERVICE</u>	<u>MONTHLY ACCRUAL</u>	<u>ANNUAL</u>
0 through 2 years	8 hours	96 hours
After 2 through 6 Years	10 hours	120 hours
After 6 through 10 years	12 hours	144 hours
After 10 through 15 years	14 hours	168 hours
After 15 through 20 years	16 hours	192 hours
After 20 years	18 hours	216 hours

- 17.2 All full-time employees shall be eligible for vacation leave benefits at their current base pay rate. An employee may utilize vacation to the extent that it is earned.
- 17.3 Vacation periods shall be selected on the basis of first come/first served. If requests are received on the same day, the senior employee shall be granted the vacation.

- 17.4 If an employee becomes ill while on scheduled vacation leave, sick leave may be claimed for those days of the vacation leave. For sick leave, the Employer may require a medical doctor's statement verifying that the illness or injury would have prevented the employee from carrying out their ~~his/her~~ work duties.
- 17.5 In the event of the death of an Employee, all vacation accrual shall be paid to the Employee's beneficiary or estate.
- 17.6 Regular part-time employees working 14 hours or more per week will earn vacation on pro-rated basis by actual hours worked.
- 17.7 When continuous length of service reaches a point entitling the employee to the next higher rate, the new rate will commence on the first day of the pay period following the date of eligibility.
- 17.8 Vacation credit shall be allowed to accumulate to a maximum of two hundred eighty eight hours. Accrued vacation in excess of two hundred eighty eight hours shall be lost to the employee.
- 17.9 Employees shall not be entitled to receive cash payment in lieu of leave for unused accumulated vacation leave hours, except in event of termination. Upon complete termination of employment, employees shall be paid for the unused accumulated vacation leave to their credit. Any vacation severance due to a terminating employee shall be paid at the employee's base rate at the time of termination. Payment for vacation or other severance may be withheld if the employee is in any way indebted to the County or in possession of County equipment or property.
- 17.10 Vacation time off shall be approved by the department head. Vacation time off may be denied if the department head determines that the needs of the department will not be served if the time off is granted.
- 17.11 Full-time employees whose sick leave usage does not exceed eight (8) hours during the payroll year shall receive eight (8) hours of vacation. The payroll year begins with the pay period having the first payday of the year. The wellness day benefit for employees who work less than forty (40) hours a week shall be determined on a pro-rata basis based on the budgeted number of hours worked for that position. The budgeted hours for each employee is on file in the office of the County Administrator.

In order to receive the wellness day benefit, an employee must be employed by the County for the entire payroll year.

Eligible employees shall receive the credited vacation the first pay period in February of the following year.

## **ARTICLE 18**

### **HEALTH AND WELFARE INSURANCE**

- 18.1 Life Insurance: Employer agrees to pay the premium for \$15,000 ~~\$10,000~~ life insurance



coverage for each regular full-time employee.

- 18.2 Health Insurance; For January 1, ~~2026~~ 2023, the Employer agrees to contribute the following amounts or the full cost, whichever is less, toward the cost of group health coverage premiums under the Employer's group plan for the year ~~2026~~ 2023 for each regular full-time employee:

<b>2026 Contributions</b>	
<b><u>\$3,400/\$6,800 Deductible Plan with VEBA</u></b>	
Single Monthly Premium	\$737.09
Monthly VEBA Contribution	\$125.00
Family Monthly Premium	\$1,853.78
Monthly VEBA Contribution	\$283.00
<b><u>\$3,400/\$6,800 Deductible Plan with HSA</u></b>	
Single Monthly Premium	\$675.50
Monthly HSA Contribution	\$125.00
Family Monthly Premium	\$1,698.93
Monthly HSA Contribution	\$283.00

For the 2027 plan year, the Employer shall pay 90 percent of the single premium and 75 percent of the premium for the employee and children tier, employee and spouse tier, and family tier of the deductible plan with VEBA or HSA. For the highest (currently \$5,000/\$10,000) high deductible health plan, in 2027 the Employer shall pay 100 percent of the single premium and 75 percent of the premium for the employee and children tier, employee and spouse tier, and family tier. This provision shall sunset effective December 31, 2027, and thereafter, the Employer shall pay 50 percent of any premium increase from the 2027 rates. Any reduction in premiums from the 2027 rates shall be shared on an equal 50/50 basis between the Employer and employee.

<b>2023 Contributions</b>	
<b><u>\$3,000/\$6,000 Deductible Plan with VEBA</u></b>	
Single Monthly Premium	\$612.29
Monthly VEBA Contribution	\$125.00
Family Monthly Premium	\$1,636.16
Monthly VEBA Contribution	\$250.00
<b><u>\$3,000/\$6,000 Deductible Plan with HSA</u></b>	
Single Monthly Premium	\$561.14
Monthly HSA Contribution	\$125.00
Family Monthly Premium	\$1,499.50
Monthly HSA Contribution	\$250.00

For the 2024 and 2025 plan years, the Employer shall pay 80 percent of the single premium and 75 percent of the family premium. This provision shall sunset effective

~~December 31, 2025, and thereafter, the Employer shall pay 50 percent of any premium increase from the 2025 rates. Any reduction in premiums from the 2025 rates shall be shared on an equal 50/50 basis between the Employer and employee.~~

In the event the employer offers an improvement in the Health Insurance Benefit the employer agrees to reopen the contract to negotiate improvements.

- 18.3 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 penalties, taxes or fines, the parties agree to meet immediately to negotiate revisions to this agreement that will restore the Employer's health insurance plan to compliance.
- 18.4 In the event the Employer participates in the Minnesota Paid Family and Medical Leave (PFML) program or an alternative private plan, effective January 1, 2026, the Employer and employee will split the premiums for PFML, or an alternative private plan, on a 50/50 basis with the employee share payable through payroll deductions pursuant to Minn. Stat. 268B.14.
- 18.5 Employees may utilize accrued Paid Time Off or Sick Leave to supplement PFML not to exceed 100% of the regular wage of the employee. In the event Paid Time Off or Sick Leave is exhausted, employees may utilize other accrued paid leave to supplement PFML not to exceed 100% of the regular wage of the employee.

## **ARTICLE 19**

### **TRAINING AND EDUCATION/MILEAGE**

- 19.1 Employees assigned to training and or conference meetings will be reimbursed for registration fees, hotel expense, food and travel expense upon receipt pursuant to the County's personnel policy. Registration fees and hotel expense will be paid in advance where practical if submitted prior to the registration deadline.
- 19.2 Time spent traveling for work-related occasions (i.e. seminars) shall be included as hours of an employee's normal scheduled workday. Any work-related occasion that requires the employee to stay overnight shall be considered an eight hour workday or the equivalent of the actual time spent working, whichever is greater.
- 19.3 Travel time payment will be allowed for required training conducted away from the worksite utilizing the Courthouse as the starting point for time and mileage calculations. Travel time will not be paid from home to the work site. This Article does not apply to out of state travel.
- 19.4 Automobile Allowance: Employees required by the Employer to use their personal cars while engaged in County work, shall be entitled to reimbursement pursuant to the County Personnel Policy.

## ARTICLE 20

### LEAVES

- 20.1 Leaves Unpaid. If an employee has utilized all available accrued vacation and sick leave, leave without pay may be granted by the employee's department for a period not to exceed thirty days. Unpaid personal leave in excess of thirty days must be approved by the County Board of Commissioners. Probationary employees may be granted unpaid leave for one day or less by the Department Head. Any request for unpaid leave shall be submitted in writing by the employee to ~~their~~ his/her immediate supervisor. The request shall state the reason the leave of absence is being requested and the length of time off the employee desires. Authorization for leave of absence shall be solely within the discretion of the Employer.

Unpaid leaves of absence of 16 consecutive hours or more shall result in the employee's anniversary date being adjusted by the amount of the leave.

- 20.2 Jury duty: Employees shall be granted leave of absence any time they are required to report for jury duty or jury service. Employees shall be paid the difference between any jury duty compensation they receive and their regular wage for each day of jury duty. If an employee is excused from jury duty prior to the end of the work shift, the employee shall return to work as directed by the County or make arrangements for a leave, with or without pay. Employees subpoenaed as a witness in an official capacity or for County related business will receive their normal compensation, less any fees exclusive of expenses, unless the action is instituted by the employee. Any voluntary absence to testify in litigation, not in the status of an employee, shall not qualify for any compensation and the employee shall arrange for a leave, with or without pay. Any party to a lawsuit, not connected to County duties shall not qualify for compensation and the employee shall arrange for a leave, with or without pay.

- 20.3 A leave of absence shall be granted to a natural or adoptive parent who requests such leave in conjunction with the birth or adoption of a child. The leave shall commence on the date requested by the employee and shall continue up to twelve weeks, provided, however, that such leave may be extended up to a maximum of thirty days by mutual consent between the Employer and the employee. Requests for additional leave beyond thirty days must be approved by the County Board of Commissioners.

A leave of absence taken under this provision shall be administered consistent with the Family Medical Leave Act guidelines and requirements. An employee must notify the Administrator's Department at least thirty days in advance in the event of a foreseeable FMLA leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practical, usually verbal notice within two business days of when the need for leave becomes known.

An employee on an approved FMLA leave shall be required to exhaust all paid leave accruals with the exception of 40 hours of PTO or sick leave.

- 20.4 Any employee returning from an approved leave of absence shall be entitled to return to employment in ~~their~~ his/her former position or a position of comparable duties and pay.



- 20.5 Medical leaves shall be pursuant to the Family Medical Leave Act (FMLA). Once FMLA and sick leave and other available paid leave or compensatory time has been exhausted, the Department Head, in consultation with the Administrator, shall determine if additional leave, without pay, should be granted, consistent with the needs of the County and the Americans With Disabilities Act. Requests for this additional leave beyond thirty (30) calendar days must be approved by the County Board of Commissioners. An employee may not be absent for more than twelve calendar months from any combination of paid or unpaid leave.
- 20.6 Union Leave. The Employer must afford reasonable time off to elected officers or appointed representatives of the exclusive representative to conduct the duties of the exclusive representative and must, upon request, provide for leaves of absence to elected or appointed officials of the exclusive representative.
- 20.7 General Conditions: To the extent possible, requests for leaves shall be made by employees prior to the beginning of the periods of absence, and no payment for any absence shall be made until the leave is properly approved. An employee on any approved leave of absence may cancel the leave and return to work early with the approval of the Employer. The employer, upon prior notice to the employee, may cancel an approved leave of absence without pay at any time the Employer finds the employee using the leave for purposes other than those specified at the time of approval.
- 20.8 Employer shall continue to pay its share of insurance benefits as provided by Article 18, for employees on leave of absence with pay and for employees on an unpaid leave of absence under the Federal Family Medical Leave Act. Employees on leaves of absence without pay which are not taken in accordance with the Federal Family Medical Leave Act who are eligible to participate in the insurance coverages and who choose to participate while on leave shall be able to do so, but shall pay the full premium costs of such coverages. Employees on approved paid leave of absence shall continue to accrue classification seniority.
- 20.9 Upon return from a leave of absence, the employee shall be reinstated in the position he/she held when the leave began or in a comparable position. An employee returning from leave without pay shall be reinstated at the step of the salary schedule where he/she was when the leave began, with any adjustments added to the schedule during their ~~his/her~~ leave. However, unpaid leave time shall not be credited toward the time required for movement from one step to the other on the salary schedule, or toward length of service required to complete a probationary period.

**ARTICLE 21**  
**SAFETY-INJURY ON DUTY**

- 21.1 The Employer and the Union agree they will cooperate in the enforcement of all applicable regulations to insure job safety. If an employee believes that their ~~his/her~~ work duties or responsibilities require performance in a situation that violates federal and state safety standards, he shall report the matter immediately to the Employer. The decision of the Employer shall govern following such report, but if the matter is not satisfactorily adjusted, it may become the subject of a grievance and be processed through step three of the Grievance Procedure set forth in the Agreement.

**ARTICLE 22**  
**COMPENSATION PLAN**

- 22.1 The Compensation Plan applicable, to employees covered by this Agreement is set forth in Appendix A, attached hereto and made a part of this Agreement. General wage increases for 2026 and 2027 shall be based on the following:
- 2026: a 3.0% general wage increase effective the first day of the first pay period following ratification
  - 2027: a 3.5% general wage increase effective January 1, 2027.
- 22.2 Longevity. An employee who works for Benton County will receive longevity pay of \$100.00 for every two years after the completion of 12 years of service as follows:

Years of Service Completed	Longevity Pay
12,13	\$0.05
14,15	\$0.10
16,17	\$0.15
18,19	\$0.20
20,21	\$0.25
22,23	\$0.29
24,25	\$0.34
26,27	\$0.39
28,29	\$0.44
30,31	\$0.49
32,33	\$0.53
34,35	\$0.58
36,37	\$0.63
38,39	\$0.68
40,41	\$0.73
Etc.	Etc.

Employees will receive their longevity pay beginning on January 1 of the year in which they will have completed their years of service.

- 22.3 Step movement shall be based on the employee's anniversary date. The effective date for payroll computation changes shall be the employee's classification anniversary date.

- 22.4 An employee who is specifically assigned to perform work which is at a higher classification shall receive ~~their~~ ~~his/her~~ regular rate of pay for the first ten (10) working days of such work, and shall receive the higher classification rate for each day thereafter. Work out of classification for the purpose of this section shall mean the performance of work more than fifty percent (50%) of which shall exclusively be covered by a higher classification.
- 22.5 Employees assigned and working in the role of trainer to new or transferred employees shall receive an additional \$1.50 per hour compensation. Eligibility for trainer pay shall be based on the following conditions:
- 1) Trainer assignments will be made at the discretion of the Department Head or Supervisor
  - 2) Trainer assignments shall not exceed 90 days, but may be extended in 30 day increments at the discretion of the Department Head or Supervisor
  - 3) An employee assigned as a trainer shall not be assigned more than two trainees at any given time
  - 4) All employees in the bargaining unit shall be eligible for trainer pay, except employees in Senior and Lead position classifications.

## **ARTICLE 23**

### **COMPLETE AGREEMENT~WAIVER OF BARGAINING**

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

## **ARTICLE 24**

### **RIGHT OF SUBCONTRACT**

- 24.1 Nothing in this Agreement shall prohibit or restrict the right of the Employer to subcontract work performed by employees covered by this Agreement, provided that no employee shall be placed on layoff as a result thereof.



- 24.2 In the event that the Employer determines to contract out or subcontract any work performed by employees covered by this Agreement, the Employer shall notify the Union when such determination is made, but in no case less than fifteen calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Union to discuss possible ways and means to minimize the impact on the unit.

**ARTICLE 25**  
**SAVINGS CLAUSE**

- 25.1 This Agreement is subject to the laws of the United States, the State of Minnesota, and Benton County. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall continue in full force and effect.

**ARTICLE 26**  
**TERM OF AGREEMENT**

- 26.1 This Agreement shall be in full force and effect from January 1, ~~2026~~ 2023 to December 31, ~~2027~~ 2025 and shall automatically be renewed from year to year thereafter unless either party shall notify the other in writing by October 1<sup>st</sup>, prior to the anniversary date, that it desires to modify or terminate this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed this \_\_\_\_\_ day of \_\_\_\_\_, ~~2026~~ 2023

COUNTY OF BENTON

LOCAL 1243, COUNCIL 65,  
AMERICAN FEDERATION OF  
STATE, COUNTY & MUNICIPAL  
EMPLOYEES

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Bargaining Committee Member

Attest:

\_\_\_\_\_  
Bargaining Committee Member

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
President, Local 1243

Dated \_\_\_\_\_

\_\_\_\_\_  
Staff Representative

Dated \_\_\_\_\_

## APPENDIX A

### Salary Tables

2026

<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
<u>1</u>	<u>19.91</u>	<u>20.65</u>	<u>21.39</u>	<u>22.12</u>	<u>22.87</u>	<u>23.62</u>	<u>24.36</u>	<u>25.09</u>	<u>25.83</u>	<u>26.57</u>	<u>27.32</u>
<u>2</u>	<u>20.91</u>	<u>21.68</u>	<u>22.46</u>	<u>23.24</u>	<u>24.02</u>	<u>24.79</u>	<u>25.57</u>	<u>26.35</u>	<u>27.12</u>	<u>27.90</u>	<u>28.69</u>
<u>3</u>	<u>21.95</u>	<u>22.77</u>	<u>23.59</u>	<u>24.40</u>	<u>25.22</u>	<u>26.04</u>	<u>26.85</u>	<u>27.67</u>	<u>28.48</u>	<u>29.29</u>	<u>30.11</u>
<u>4</u>	<u>22.82</u>	<u>23.68</u>	<u>24.52</u>	<u>25.38</u>	<u>26.22</u>	<u>27.07</u>	<u>27.92</u>	<u>28.77</u>	<u>29.62</u>	<u>30.47</u>	<u>31.32</u>
<u>5</u>	<u>23.74</u>	<u>24.63</u>	<u>25.50</u>	<u>26.40</u>	<u>27.27</u>	<u>28.16</u>	<u>29.05</u>	<u>29.92</u>	<u>30.81</u>	<u>31.69</u>	<u>32.57</u>
<u>6</u>	<u>24.93</u>	<u>25.85</u>	<u>26.78</u>	<u>27.72</u>	<u>28.64</u>	<u>29.56</u>	<u>30.49</u>	<u>31.42</u>	<u>32.35</u>	<u>33.28</u>	<u>34.20</u>
<u>7</u>	<u>26.18</u>	<u>27.15</u>	<u>28.13</u>	<u>29.10</u>	<u>30.07</u>	<u>31.04</u>	<u>32.02</u>	<u>32.99</u>	<u>33.96</u>	<u>34.94</u>	<u>35.91</u>
<u>8</u>	<u>27.48</u>	<u>28.51</u>	<u>29.53</u>	<u>30.55</u>	<u>31.58</u>	<u>32.59</u>	<u>33.62</u>	<u>34.64</u>	<u>35.66</u>	<u>36.69</u>	<u>37.70</u>
<u>9</u>	<u>29.14</u>	<u>30.22</u>	<u>31.30</u>	<u>32.39</u>	<u>33.46</u>	<u>34.56</u>	<u>35.63</u>	<u>36.72</u>	<u>37.81</u>	<u>38.88</u>	<u>39.97</u>
<u>10</u>	<u>30.74</u>	<u>31.89</u>	<u>33.02</u>	<u>34.17</u>	<u>35.31</u>	<u>36.45</u>	<u>37.60</u>	<u>38.74</u>	<u>39.87</u>	<u>41.02</u>	<u>42.17</u>
<u>11</u>	<u>32.27</u>	<u>33.48</u>	<u>34.67</u>	<u>35.87</u>	<u>37.08</u>	<u>38.27</u>	<u>39.47</u>	<u>40.67</u>	<u>41.87</u>	<u>43.07</u>	<u>44.28</u>
<u>12</u>	<u>33.89</u>	<u>35.14</u>	<u>36.41</u>	<u>37.67</u>	<u>38.92</u>	<u>40.19</u>	<u>41.45</u>	<u>42.70</u>	<u>43.97</u>	<u>45.23</u>	<u>46.48</u>
<u>13</u>	<u>35.24</u>	<u>36.55</u>	<u>37.87</u>	<u>39.18</u>	<u>40.49</u>	<u>41.80</u>	<u>43.11</u>	<u>44.41</u>	<u>45.72</u>	<u>47.03</u>	<u>48.34</u>
<u>14</u>	<u>36.66</u>	<u>38.02</u>	<u>39.38</u>	<u>40.74</u>	<u>42.11</u>	<u>43.47</u>	<u>44.83</u>	<u>46.19</u>	<u>47.56</u>	<u>48.93</u>	<u>50.28</u>
<u>15</u>	<u>38.12</u>	<u>39.54</u>	<u>40.95</u>	<u>42.36</u>	<u>43.80</u>	<u>45.21</u>	<u>46.62</u>	<u>48.04</u>	<u>49.46</u>	<u>50.87</u>	<u>52.29</u>
<u>16</u>	<u>39.64</u>	<u>41.12</u>	<u>42.59</u>	<u>44.06</u>	<u>45.55</u>	<u>47.01</u>	<u>48.49</u>	<u>49.96</u>	<u>51.44</u>	<u>52.91</u>	<u>54.38</u>
<u>17</u>	<u>41.63</u>	<u>43.17</u>	<u>44.72</u>	<u>46.28</u>	<u>47.81</u>	<u>49.37</u>	<u>50.91</u>	<u>52.46</u>	<u>54.01</u>	<u>55.56</u>	<u>57.10</u>
<u>18</u>	<u>43.71</u>	<u>45.33</u>	<u>46.96</u>	<u>48.59</u>	<u>50.21</u>	<u>51.84</u>	<u>53.47</u>	<u>55.08</u>	<u>56.70</u>	<u>58.33</u>	<u>59.96</u>
<u>19</u>	<u>45.90</u>	<u>47.61</u>	<u>49.31</u>	<u>51.02</u>	<u>52.73</u>	<u>54.43</u>	<u>56.14</u>	<u>57.83</u>	<u>59.54</u>	<u>61.25</u>	<u>62.95</u>
<u>20</u>	<u>48.18</u>	<u>49.98</u>	<u>51.78</u>	<u>53.56</u>	<u>55.35</u>	<u>57.14</u>	<u>58.95</u>	<u>60.73</u>	<u>62.52</u>	<u>64.31</u>	<u>66.11</u>
<u>21</u>	<u>50.60</u>	<u>52.48</u>	<u>54.36</u>	<u>56.24</u>	<u>58.12</u>	<u>60.01</u>	<u>61.89</u>	<u>63.77</u>	<u>65.64</u>	<u>67.53</u>	<u>69.40</u>
<u>22</u>	<u>53.13</u>	<u>55.09</u>	<u>57.07</u>	<u>59.06</u>	<u>61.04</u>	<u>63.01</u>	<u>64.98</u>	<u>66.96</u>	<u>68.93</u>	<u>70.91</u>	<u>72.88</u>
<u>23</u>	<u>55.78</u>	<u>57.86</u>	<u>59.94</u>	<u>62.01</u>	<u>64.09</u>	<u>66.16</u>	<u>68.24</u>	<u>70.30</u>	<u>72.37</u>	<u>74.45</u>	<u>76.52</u>
<u>24</u>	<u>58.58</u>	<u>60.75</u>	<u>62.93</u>	<u>65.11</u>	<u>67.28</u>	<u>69.45</u>	<u>71.65</u>	<u>73.82</u>	<u>75.99</u>	<u>78.18</u>	<u>80.35</u>
<u>25</u>	<u>61.50</u>	<u>63.79</u>	<u>66.07</u>	<u>68.36</u>	<u>70.65</u>	<u>72.93</u>	<u>75.22</u>	<u>77.52</u>	<u>79.79</u>	<u>82.08</u>	<u>84.37</u>

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<u>Grade</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>	<u>Step 11</u>
<u>1</u>	<u>22.36</u>	<u>23.18</u>	<u>24.02</u>	<u>24.84</u>	<u>25.68</u>	<u>26.53</u>	<u>27.36</u>	<u>28.16</u>	<u>29.00</u>	<u>29.83</u>	<u>30.67</u>
<u>2</u>	<u>23.48</u>	<u>24.35</u>	<u>25.22</u>	<u>26.09</u>	<u>26.97</u>	<u>27.83</u>	<u>28.71</u>	<u>29.58</u>	<u>30.46</u>	<u>31.33</u>	<u>32.22</u>
<u>3</u>	<u>24.63</u>	<u>25.57</u>	<u>26.50</u>	<u>27.40</u>	<u>28.32</u>	<u>29.24</u>	<u>30.15</u>	<u>31.06</u>	<u>31.97</u>	<u>32.89</u>	<u>33.80</u>
<u>4</u>	<u>25.63</u>	<u>26.59</u>	<u>27.52</u>	<u>28.49</u>	<u>29.44</u>	<u>30.40</u>	<u>31.35</u>	<u>32.30</u>	<u>33.25</u>	<u>34.21</u>	<u>35.16</u>
<u>5</u>	<u>26.65</u>	<u>27.66</u>	<u>28.64</u>	<u>29.64</u>	<u>30.62</u>	<u>31.61</u>	<u>32.62</u>	<u>33.60</u>	<u>34.59</u>	<u>35.57</u>	<u>36.58</u>
<u>6</u>	<u>28.00</u>	<u>29.02</u>	<u>30.08</u>	<u>31.12</u>	<u>32.17</u>	<u>33.18</u>	<u>34.23</u>	<u>35.27</u>	<u>36.32</u>	<u>37.37</u>	<u>38.40</u>
<u>7</u>	<u>29.39</u>	<u>30.49</u>	<u>31.58</u>	<u>32.67</u>	<u>33.76</u>	<u>34.85</u>	<u>35.95</u>	<u>37.04</u>	<u>38.12</u>	<u>39.23</u>	<u>40.31</u>
<u>8</u>	<u>30.86</u>	<u>32.00</u>	<u>33.15</u>	<u>34.30</u>	<u>35.46</u>	<u>36.60</u>	<u>37.74</u>	<u>38.88</u>	<u>40.04</u>	<u>41.19</u>	<u>42.33</u>
<u>9</u>	<u>32.72</u>	<u>33.93</u>	<u>35.14</u>	<u>36.36</u>	<u>37.57</u>	<u>38.80</u>	<u>40.01</u>	<u>41.22</u>	<u>42.45</u>	<u>43.66</u>	<u>44.88</u>
<u>10</u>	<u>34.52</u>	<u>35.81</u>	<u>37.07</u>	<u>38.37</u>	<u>39.65</u>	<u>40.92</u>	<u>42.22</u>	<u>43.50</u>	<u>44.76</u>	<u>46.06</u>	<u>47.34</u>
<u>11</u>	<u>36.24</u>	<u>37.59</u>	<u>38.93</u>	<u>40.27</u>	<u>41.63</u>	<u>42.96</u>	<u>44.32</u>	<u>45.65</u>	<u>47.01</u>	<u>48.36</u>	<u>49.72</u>
<u>12</u>	<u>38.05</u>	<u>39.45</u>	<u>40.88</u>	<u>42.30</u>	<u>43.70</u>	<u>45.13</u>	<u>46.53</u>	<u>47.94</u>	<u>49.37</u>	<u>50.78</u>	<u>52.18</u>
<u>13</u>	<u>39.57</u>	<u>41.05</u>	<u>42.52</u>	<u>44.00</u>	<u>45.46</u>	<u>46.93</u>	<u>48.41</u>	<u>49.86</u>	<u>51.33</u>	<u>52.81</u>	<u>54.28</u>
<u>14</u>	<u>41.16</u>	<u>42.69</u>	<u>44.20</u>	<u>45.75</u>	<u>47.28</u>	<u>48.81</u>	<u>50.33</u>	<u>51.86</u>	<u>53.40</u>	<u>54.95</u>	<u>56.45</u>
<u>15</u>	<u>42.80</u>	<u>44.40</u>	<u>45.97</u>	<u>47.56</u>	<u>49.17</u>	<u>50.76</u>	<u>52.34</u>	<u>53.93</u>	<u>55.53</u>	<u>57.12</u>	<u>58.71</u>
<u>16</u>	<u>44.51</u>	<u>46.17</u>	<u>47.82</u>	<u>49.46</u>	<u>51.14</u>	<u>52.79</u>	<u>54.44</u>	<u>56.09</u>	<u>57.75</u>	<u>59.41</u>	<u>61.07</u>
<u>17</u>	<u>46.74</u>	<u>48.47</u>	<u>50.21</u>	<u>51.96</u>	<u>53.68</u>	<u>55.43</u>	<u>57.16</u>	<u>58.90</u>	<u>60.65</u>	<u>62.39</u>	<u>64.11</u>
<u>18</u>	<u>49.07</u>	<u>50.89</u>	<u>52.72</u>	<u>54.57</u>	<u>56.38</u>	<u>58.21</u>	<u>60.03</u>	<u>61.83</u>	<u>63.66</u>	<u>65.48</u>	<u>67.32</u>
<u>19</u>	<u>51.53</u>	<u>53.45</u>	<u>55.37</u>	<u>57.28</u>	<u>59.20</u>	<u>61.12</u>	<u>63.02</u>	<u>64.94</u>	<u>66.85</u>	<u>68.77</u>	<u>70.68</u>
<u>20</u>	<u>54.09</u>	<u>56.11</u>	<u>58.14</u>	<u>60.13</u>	<u>62.14</u>	<u>64.16</u>	<u>66.18</u>	<u>68.19</u>	<u>70.20</u>	<u>72.20</u>	<u>74.23</u>
<u>21</u>	<u>56.81</u>	<u>58.92</u>	<u>61.03</u>	<u>63.15</u>	<u>65.26</u>	<u>67.38</u>	<u>69.49</u>	<u>71.59</u>	<u>73.70</u>	<u>75.81</u>	<u>77.91</u>
<u>22</u>	<u>59.65</u>	<u>61.85</u>	<u>64.08</u>	<u>66.31</u>	<u>68.54</u>	<u>70.74</u>	<u>72.96</u>	<u>75.18</u>	<u>77.40</u>	<u>79.61</u>	<u>81.82</u>
<u>23</u>	<u>62.62</u>	<u>64.97</u>	<u>67.30</u>	<u>69.62</u>	<u>71.96</u>	<u>74.28</u>	<u>76.62</u>	<u>78.93</u>	<u>81.26</u>	<u>83.59</u>	<u>85.92</u>
<u>24</u>	<u>65.76</u>	<u>68.21</u>	<u>70.66</u>	<u>73.10</u>	<u>75.54</u>	<u>77.97</u>	<u>80.44</u>	<u>82.88</u>	<u>85.32</u>	<u>87.78</u>	<u>90.21</u>
<u>25</u>	<u>69.04</u>	<u>71.62</u>	<u>74.19</u>	<u>76.76</u>	<u>79.31</u>	<u>81.88</u>	<u>84.46</u>	<u>87.03</u>	<u>89.58</u>	<u>92.16</u>	<u>94.73</u>



**2023**

<b>Grade</b>	<b>Step 1</b>	<b>Step 2</b>	<b>Step 3</b>	<b>Step 4</b>	<b>Step 5</b>	<b>Step 6</b>	<b>Step 7</b>	<b>Step 8</b>	<b>Step 9</b>	<b>Step 10</b>	<b>Step 11</b>
1	19.91	20.65	21.39	22.12	22.87	23.62	24.36	25.09	25.83	26.57	27.32
2	20.91	21.68	22.46	23.24	24.02	24.79	25.57	26.35	27.12	27.90	28.69
3	21.95	22.77	23.59	24.40	25.22	26.04	26.85	27.67	28.48	29.29	30.11
4	22.82	23.68	24.52	25.38	26.22	27.07	27.92	28.77	29.62	30.47	31.32
5	23.74	24.63	25.50	26.40	27.27	28.16	29.05	29.92	30.81	31.69	32.57
6	24.93	25.85	26.78	27.72	28.64	29.56	30.49	31.42	32.35	33.28	34.20
7	26.18	27.15	28.13	29.10	30.07	31.04	32.02	32.99	33.96	34.94	35.91
8	27.48	28.51	29.53	30.55	31.58	32.59	33.62	34.64	35.66	36.69	37.70
9	29.14	30.22	31.30	32.39	33.46	34.56	35.63	36.72	37.81	38.88	39.97
10	30.74	31.89	33.02	34.17	35.31	36.45	37.60	38.74	39.87	41.02	42.17
11	32.27	33.48	34.67	35.87	37.08	38.27	39.47	40.67	41.87	43.07	44.28
12	33.89	35.14	36.41	37.67	38.92	40.19	41.45	42.70	43.97	45.23	46.48
13	35.24	36.55	37.87	39.18	40.49	41.80	43.11	44.41	45.72	47.03	48.34
14	36.66	38.02	39.38	40.74	42.11	43.47	44.83	46.19	47.56	48.93	50.28
15	38.12	39.54	40.95	42.36	43.80	45.21	46.62	48.04	49.46	50.87	52.29
16	39.64	41.12	42.59	44.06	45.55	47.01	48.49	49.96	51.44	52.91	54.38
17	41.63	43.17	44.72	46.28	47.81	49.37	50.91	52.46	54.01	55.56	57.10
18	43.71	45.33	46.96	48.59	50.21	51.84	53.47	55.08	56.70	58.33	59.96
19	45.90	47.61	49.31	51.02	52.73	54.43	56.14	57.83	59.54	61.25	62.95
20	48.18	49.98	51.78	53.56	55.35	57.14	58.95	60.73	62.52	64.31	66.11
21	50.60	52.48	54.36	56.24	58.12	60.01	61.89	63.77	65.64	67.53	69.40
22	53.13	55.09	57.07	59.06	61.04	63.01	64.98	66.96	68.93	70.91	72.88
23	55.78	57.86	59.94	62.01	64.09	66.16	68.24	70.30	72.37	74.45	76.52
24	58.58	60.75	62.93	65.11	67.28	69.45	71.65	73.82	75.99	78.18	80.35
25	61.50	63.79	66.07	68.36	70.65	72.93	75.22	77.52	79.79	82.08	84.37

**2024**

Grade	Step-1	Step-2	Step-3	Step-4	Step-5	Step-6	Step-7	Step-8	Step-9	Step-10	Step-11
1	20.46	21.22	21.98	22.73	23.50	24.27	25.03	25.78	26.54	27.30	28.07
2	21.49	22.28	23.08	23.88	24.68	25.47	26.27	27.07	27.87	28.67	29.48
3	22.55	23.40	24.24	25.07	25.91	26.76	27.59	28.43	29.26	30.10	30.94
4	23.45	24.33	25.19	26.08	26.94	27.81	28.69	29.56	30.43	31.31	32.18
5	24.39	25.31	26.20	27.13	28.02	28.93	29.85	30.74	31.66	32.56	33.47
6	25.62	26.56	27.52	28.48	29.43	30.37	31.33	32.28	33.24	34.20	35.14
7	26.90	27.90	28.90	29.90	30.90	31.89	32.90	33.90	34.89	35.90	36.90
8	28.24	29.29	30.34	31.39	32.45	33.49	34.54	35.59	36.64	37.70	38.74
9	29.94	31.05	32.16	33.28	34.38	35.51	36.61	37.73	38.85	39.95	41.07
10	31.59	32.77	33.93	35.11	36.28	37.45	38.63	39.81	40.97	42.15	43.33
11	33.16	34.40	35.62	36.86	38.10	39.32	40.56	41.79	43.02	44.25	45.50
12	34.82	36.11	37.41	38.71	39.99	41.30	42.59	43.87	45.18	46.47	47.76
13	36.21	37.56	38.91	40.26	41.60	42.95	44.30	45.63	46.98	48.32	49.67
14	37.67	39.07	40.46	41.86	43.27	44.67	46.06	47.46	48.87	50.28	51.66
15	39.17	40.63	42.08	43.52	45.00	46.45	47.90	49.36	50.82	52.27	53.73
16	40.73	42.25	43.76	45.27	46.80	48.30	49.82	51.33	52.85	54.37	55.88
17	42.77	44.36	45.95	47.55	49.12	50.73	52.31	53.90	55.50	57.09	58.67
18	44.91	46.58	48.25	49.93	51.59	53.27	54.94	56.59	58.26	59.93	61.61
19	47.16	48.92	50.67	52.42	54.18	55.93	57.68	59.42	61.18	62.93	64.68
20	49.50	51.35	53.20	55.03	56.87	58.71	60.57	62.40	64.24	66.08	67.93
21	51.99	53.92	55.85	57.79	59.72	61.66	63.59	65.52	67.45	69.39	71.31
22	54.59	56.60	58.64	60.68	62.72	64.74	66.77	68.80	70.83	72.86	74.88
23	57.31	59.45	61.59	63.72	65.85	67.98	70.12	72.23	74.36	76.50	78.62
24	60.19	62.42	64.66	66.90	69.13	71.36	73.62	75.85	78.08	80.33	82.56
25	63.19	65.54	67.89	70.24	72.59	74.94	77.29	79.65	81.98	84.34	86.69

**2025**

Grade	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11
1	20.97	21.75	22.53	23.30	24.09	24.88	25.66	26.42	27.20	27.98	28.77
2	22.03	22.84	23.66	24.48	25.30	26.11	26.93	27.75	28.57	29.39	30.22
3	23.11	23.99	24.85	25.70	26.56	27.43	28.28	29.14	29.99	30.85	31.71
4	24.04	24.94	25.82	26.73	27.61	28.51	29.41	30.30	31.19	32.09	32.98
5	25.00	25.94	26.86	27.81	28.72	29.65	30.60	31.51	32.45	33.37	34.31
6	26.26	27.22	28.21	29.19	30.17	31.13	32.11	33.09	34.07	35.06	36.02
7	27.57	28.60	29.62	30.65	31.67	32.69	33.72	34.75	35.76	36.80	37.82
8	28.95	30.02	31.10	32.17	33.26	34.33	35.40	36.48	37.56	38.64	39.71
9	30.69	31.83	32.96	34.11	35.24	36.40	37.53	38.67	39.82	40.95	42.10
10	32.38	33.59	34.78	35.99	37.19	38.39	39.60	40.81	41.99	43.20	44.41
11	33.99	35.26	36.51	37.78	39.05	40.30	41.57	42.83	44.10	45.36	46.64
12	35.69	37.01	38.35	39.68	40.99	42.33	43.65	44.97	46.31	47.63	48.95
13	37.12	38.50	39.88	41.27	42.64	44.02	45.41	46.77	48.15	49.53	50.91
14	38.61	40.05	41.47	42.91	44.35	45.79	47.21	48.65	50.09	51.54	52.95
15	40.15	41.65	43.13	44.61	46.13	47.61	49.10	50.59	52.09	53.58	55.07
16	41.75	43.31	44.85	46.40	47.97	49.51	51.07	52.61	54.17	55.73	57.28
17	43.84	45.47	47.10	48.74	50.35	52.00	53.62	55.25	56.89	58.52	60.14
18	46.03	47.74	49.46	51.18	52.88	54.60	56.31	58.00	59.72	61.43	63.15
19	48.34	50.14	51.94	53.73	55.53	57.33	59.12	60.91	62.71	64.50	66.30
20	50.74	52.63	54.53	56.41	58.29	60.18	62.08	63.96	65.85	67.73	69.63
21	53.29	55.27	57.25	59.23	61.21	63.20	65.18	67.16	69.14	71.12	73.09
22	55.95	58.02	60.11	62.20	64.29	66.36	68.44	70.52	72.60	74.68	76.75
23	58.74	60.94	63.13	65.31	67.50	69.68	71.87	74.04	76.22	78.41	80.59
24	61.69	63.98	66.28	68.57	70.86	73.14	75.46	77.75	80.03	82.34	84.62
25	64.77	67.18	69.59	72.00	74.40	76.81	79.22	81.64	84.03	86.45	88.86



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



3

MEETING DATE January 20, 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Consider a Memorandum of Agreement with AFSCME Council 65, representing Human Services and Public Health employees, to implement the 2024-2026 Class and Comp Maintenance Program recommendations, Year 2

### BACKGROUND INFORMATION

The County Board approved the DDA consultant's recommendations for Year 2 of the 2024-2026 Class and Comp maintenance program on August 5, 2025. The Board approved appeals on December 16, 2025.

Implementation of changes resulting from this program requires the agreement of affected collective bargaining units. The Year 2 results covered employees in three of the County's eight bargaining units.

The attached Memorandum of Agreement describes the method for implementing pay grade changes and how promotions occur for newly-created senior positions (if applicable to this group). Any pay grade changes (reclassifications) will be effective with the first full pay period in January 2026. Senior promotions can begin at the discretion of Department Heads during 2026 (and upon completion of new job descriptions).

### ACTION REQUESTED

A motion to approve a Memorandum of Agreement AFSCME Council 65, representing Human Services and Public Health employees, to implement the 2024-2026 Class and Comp Maintenance Program recommendations, Year 2

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE

DATE 1/14/2026

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_

PREFERRED PLACEMENT ON AGENDA Consent

## Memorandum of Agreement

WHEREAS, the County of Benton (County) and AFSCME Council 65 (Union) are parties to a collective bargaining agreement (CBA) concerning employees in the Human Services Department and the Public Health Department, excluding confidential and supervisory employees; and

WHEREAS, the County has entered into an agreement with David Drown and Associates (hereinafter, "the Consultant") to implement a Classification and Compensation Maintenance Program; and

WHEREAS, the Consultant shall select approximately one-third of the County's job classifications annually for review; and

WHEREAS, such review shall consider changes in job duties and responsibilities to ensure internal equity; and

WHEREAS, the Consultant shall also present labor market data to the County derived from comparative counties selected by the County Board and shall make recommendations for possible pay adjustments based on the comparative market data; and

WHEREAS, any grade changes shall utilize the 2026 wage table as it appears in the 2026-2027 collective bargaining agreements; and

WHEREAS, the Consultant shall also present recommendations on the potential creation of career ladder or senior positions with the goal of encouraging long-term employee retention; and

WHEREAS, the County Board approved the Consultants recommendations for 2026 on August 5, 2025.

NOW, THEREFORE, the parties hereby stipulate and agree as follows:

1. As recommended by the Consultant, the following position titles and grades shall be changed as follows:
  - Fraud Prevention Specialist; Change from Grade 4 to Grade 5
2. Any position identified in Item 1 above shall be placed on pay grades as recommended by the Consultant effective the first day of the first full pay period following January 1, 2026
3. Each affected employee shall be placed on a step in the 2026 salary table that results in an increase over the employee's pay rate as of January 1, 2026
4. The following career ladder or senior positions shall be created as recommended by the Consultant:

- Fiscal Services Specialist - Senior; Grade 5
5. Employees eligible for promotion to a Senior classification shall be promoted pursuant to the Benton County Personnel Policies, Chapter 6, Section C.

All other terms and conditions of the 2026-2027 Collective Bargaining Agreement shall remain in full force and effect.

Benton County

AFSCME Council 65

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

Attest:

\_\_\_\_\_  
Montgomery Headley

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Date

\_\_\_\_\_  
Union Steward

\_\_\_\_\_  
Date



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 20, 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT Auditor-Treasurer

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Establishment of Benton County Absentee and UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) for 2026.

### BACKGROUND INFORMATION

Benton County is required by Minnesota Statute 203B.121 to establish an absentee ballot board and Minnesota Statute 203B.23 to establish a UOCAVA ballot board.

The absentee and UOCAVA ballot board would consist of a sufficient number of election judges or deputy county auditors trained in the processing and counting of absentee ballots as outlined in Minnesota statutes 203B.121 and 203B.24.

### ACTION REQUESTED

Approve a resolution establishing the Benton County absentee and UOCAVA ballot board for 2026.

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE

*Christine Schuling*

DATE 1/13/2026

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

BENTON COUNTY BOARD OF COMMISSIONERS

RESOLUTION 2026 - # \_\_\_\_\_

“A Resolution Establishing the Benton County Absentee and UOCAVA (Uniformed and Overseas Citizens Absentee Voting Act) Absentee Ballot Board for the 2026 Election Cycle”

WHEREAS, Benton County is required by Minnesota Statute 203B.121, Subd. 1 to establish an absentee ballot board and Minnesota Statute 203B.23 to establish a UOCAVA ballot board; and

WHEREAS this board will bring uniformity in the processing of accepting or rejecting returned absentee ballots in Benton County; and

WHEREAS the absentee and UOCAVA ballot board would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy county auditors trained in the processing and counting of absentee ballots;

THEREFORE, BE IT RESOLVED THAT, the Benton County Board of Commissioners hereby authorizes the Benton County Auditor-Treasurer to establish and implement an Absentee Ballot Board and UOCAVA Absentee Ballot Board that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 or deputy auditors to perform the task for all 2026 elections.

**Effective and Adopted this 20<sup>th</sup> day of January 2026.**

\_\_\_\_\_  
**Steve Heinen – Chairman,  
Benton County Board of Commissioners**

Attest: \_\_\_\_\_  
**Montgomery Headley  
Benton County Administrator**

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE 1/26/25

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT Human Services

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Renewal of the Tri-Cap contract

### BACKGROUND INFORMATION

This is a renewal of a long-standing contract with Tri-Cap. We mainly utilize their volunteer driver program.

### ACTION REQUESTED

A signature for the annual renewal of this contract.

### FISCAL IMPACT

ESTIMATED COST (\$) 6708.07

SOURCE OF FUNDS County Funds

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 1/12/25

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION \_\_\_\_\_

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 20, 2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT Public Works

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Special Road Use Permit – Foley Fun Days

### BACKGROUND INFORMATION

The Benton County Public Works Department has received an application to close county roads within the City of Foley, for the annual Foley Fun Days event. This is a long-standing event, with little to no past safety issues.

The Foley Fire Chief and the County Sheriff have reviewed the application.

### ACTION REQUESTED

Review Special Road Use Permit and authorize Board Chair signature, thus approving the permit.

### FISCAL IMPACT

ESTIMATED COST (\$) \$0

SOURCE OF FUNDS NA

NEW / ADDITIONAL REVENUE (\$) NA

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO NA

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DATE

DEPARTMENT HEAD SIGNATURE

DATE

COUNTY ATTORNEY SIGNATURE

DATE

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION

PREFERRED PLACEMENT ON AGENDA



BENTON COUNTY SPECIAL ROAD USE PERMIT APPLICATION

APPLICATION FOR A BENTON COUNTY SPECIAL ROAD USE PERMIT

- I. Name of Applicant: Foley Civic Group - Juanita Beauchamp
- II. Title: Chairperson
- III. Email: JuanitaBeauchamp Phone: 320-761-1003 Fax: \_\_\_\_\_  
2015@gmail.com
- IV. Name of Party or Organization Sponsoring Event: Foley Civic Group
- V. Application is hereby made for permission to place/hold a (an) Foley Fun Days  
(Name of event)
- On County Highway No. \_\_\_\_\_ from \_\_\_\_\_ to \_\_\_\_\_  
See attached map
- Type of Closure Requested: ☒ Full Closure ☐ Partial Closure ☐ Shared Use
- VI. Attach a description of the proposed Event Route and if applicable a Lane Closure Plan and Detour  
Route. City of Foley to manage traffic control plans
- VII. Event or Detour to start at 8:00 a.m./p.m. June 14, 2026, and to be completed  
(Date)  
before 8am June 10<sup>th</sup>, 2026
- VIII. Estimated number of participants: 20,000
- IX. Attach traffic and safety control plan and schematic, emergency vehicle access plan, and ingress and egress plan for impacted property owners. City of Foley / Foley Civic Group to manage all traffic.

• **APPLICANT SHALL LIST ALL SAFETY AND TRAFFIC CONTROL PROCEDURES AND PERSONNEL FOR THE EVENT.**

- Off-street parking facilities must be provided for at the start and finish locations. Temporary waste facilities may also be required. If temporary structures are proposed for in the right of way, they must be included in description of the Event Route.
- Include all proposed signs, flaggers and volunteers.





**Application Requirements:**

1. By making this application, applicant/organizer agrees that the Benton County Special Road Use Policy, in its entirety, applies to this application and the applicant/organizer agrees to comply with the policy requirements.  
The policy is available at [http://www.co.benton.mn.us/Public\\_Works/Permits.php](http://www.co.benton.mn.us/Public_Works/Permits.php).  
Questions should be directed to the Highway Engineer at 320-968-5051.
2. Applicant shall submit a complete application and pay the application fee to the Benton County Highway Department a minimum of two months (60 days) prior to the event.
3. Failure to submit the required route, detour and lane closure plans and descriptions, an emergency vehicle access plan, ingress or egress plan for property owners, or the application fee shall deem the application incomplete. An incomplete application will be returned the applicant/organizer.
4. The County recommends the applicant/organizer have a professional prepare a Traffic Control Plan specific for that event. If the Highway Department prepares a Traffic Control Plan at the request of the sponsor, the sponsor acknowledges that the plan is taken from a regulatory source established for work zone safety and as such may not fully encapsulate all the safety needs of the event, and that all provisions of Paragraph IX apply and are agreed to.

I, We, the undersigned, herewith accept the terms and conditions of the regulations of the Benton County Board of Commissioners and agree to fully comply therewith to the satisfaction of the Board, Public Works Director and Local Law Enforcement.

Date: 12-29-2025 Applicant Signature: *Walter Pearson*

(Permit Requirements continue on next page)







### Permit Requirements:

1. Applicant/Organizer shall abide by its proposed route, detour and lane closure plans and descriptions, emergency vehicle access plan, ingress or egress plan for property owners, and written traffic control plan or as amended by Benton County or local law enforcement agency in the special provisions. (The emergency vehicle access plan must be approved by the local law enforcement agency and fire chief.)
2. Applicant/Organizer shall coordinate all road closures with the Minnesota State Patrol and local law enforcement agencies and arrange adequate traffic control and law enforcement personnel, as determined by the local law enforcement agency.
3. The applicant shall conform with the terms of this permit, the Benton County Special Road Use Policy and other applicable regulations of Benton County, and any Special Provisions which are attached to the permit. The applicant shall comply with all applicable laws and ordinances, codes and regulations. All detours and/or lane closures shall conform to the provisions of the Minnesota Manual on Uniform Traffic Control Devices, including all appendices. The event shall be in no way detrimental to the highway or the safety of the public.
4. Applicant/Organizer agrees to restore the right of way to its original condition; including removal of temporary signs, temporary chalk based material, litter, structures (if allowed), etc.
5. Applicant/organizers will be responsible for all costs involved in or as a result of the event.
6. Failure to abide by the regulations of the permit and the Benton Count Special Event Policy will be cause for denial of future applications.
7. All participants shall obey all traffic laws and any county employees or law enforcement officers who may be assisting in traffic control for the event.

8. The applicant agrees the main point of contact for this event will be:

Name: Juanita Beauchamp  
Address: 12773 65th Ave NE, Rice, MN 56367  
Phone: 320-761-1003  
Email: juanita.beauchamp2015@gmail.com

The main point of contact shall monitor the event to ensure the safety of the public from such hazards as traffic conflicts. This person shall be available during the event should police, county, city or township officials or staff have concerns with public safety during this event.

9. Applicant/Organizer agrees to assume entire responsibility and liability for all damages or injury to all persons, whether employees or otherwise, and to all property arising





out of, resulting from or in any manner connected with the operation of the event. The applicant agrees to indemnify the County, its agents and employees from all such claims, including, without limiting the generality of the foregoing claims, for which the Department may be or may be claimed to be liable, and legal fees and disbursements paid or incurred to enforce the provisions of this paragraph. The applicant further agrees to obtain, maintain and pay for such general liability coverage as will ensure the provision of this paragraph.

10. The Applicant/Organizer shall provide Commercial General Liability insurance which will indemnify Benton County and its employees in amounts of at least \$500,000.00 per injury and \$1,500,000.00 per occurrence. Benton County shall be listed as an additional insured.

Insurance Company Insurance Avenues Agency, Inc. - mn Policy Number CNC 1004100

Liability Limits \$ 1,500,000

Dated this 29 day of December 2025.

(Department Review continues on next page)





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/22/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Insurance Avenues Agency, Inc - MN 800 Industrial Dr S #206 Sauk Rapids 56379	<b>CONTACT NAME:</b> Jan Kipka <b>PHONE (A/C, No, Ext):</b> (320) 968-6496 <b>E-MAIL ADDRESS:</b> Jan@insuranceavenues.com <b>FAX (A/C, No):</b>
<b>INSURED</b> City of Foley PO Box 709 Foley MN 56329	<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> League of Minnesota Cities Insurance Trust <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CMC 1004100	09/01/2025	09/01/2026	EACH OCCURRENCE \$ 1,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,500,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/POP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			CMC1004100	09/01/2025	09/01/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC-1004245	09/01/2025	09/01/2026	PER STATUTE E.L. EACH ACCIDENT \$ 1,500,000 E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ 1,500,000
A	Contractors Equip/Inland Marine			CMC1004100-5	09/01/2025	09/01/2026	1,000 Deductible

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

MN Dept of transportation, Parade/specials events/banners  
On Truck Highway Right away is listed as additionally insured

**CERTIFICATE HOLDER****CANCELLATION**

Minnesota Dept of Transportation

3725 12th North

St Cloud MN 56303

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Documents Submitted: (For Internal Review)

☐ Traffic Control Plan ☐ Detour Route Included ☐ Lane Closure Plan Included  
☐ Emergency Vehicle Access Plan ☒ Law Enforcement Approval ☒ Fire Chief Approval  
☐ Ingress and Egress Plan ☒ Permit Fee Paid (\$100)

☒ In consideration of the applicant/organizer's agreement to comply in all respects with the regulations of the Board of Commissioners covering such operations, permission is hereby **granted** for the Special Event Road Closure as described in above application or in a location or manner specified by the County Engineer in the attached Special Provisions.

☐ The Special Event Road Permit Application is **denied**.

Date: 1-13-26 Signature: *J. C. B.*

Benton County Highway Department

Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Benton County Board Chair

ATTEST:  
Date: \_\_\_\_\_ Signature: \_\_\_\_\_  
Montgomery Headley  
Benton County Administrator





Special Provisions:

Event organizers shall ensure that alleyways remain open and unblocked at all times during the event for emergency response purposes.

---

The Foley Public Works staff shall be responsible for all traffic control devices and for their set up and removal.

---

The road closure shall not begin until 12:00 noon on June 14, 2026.

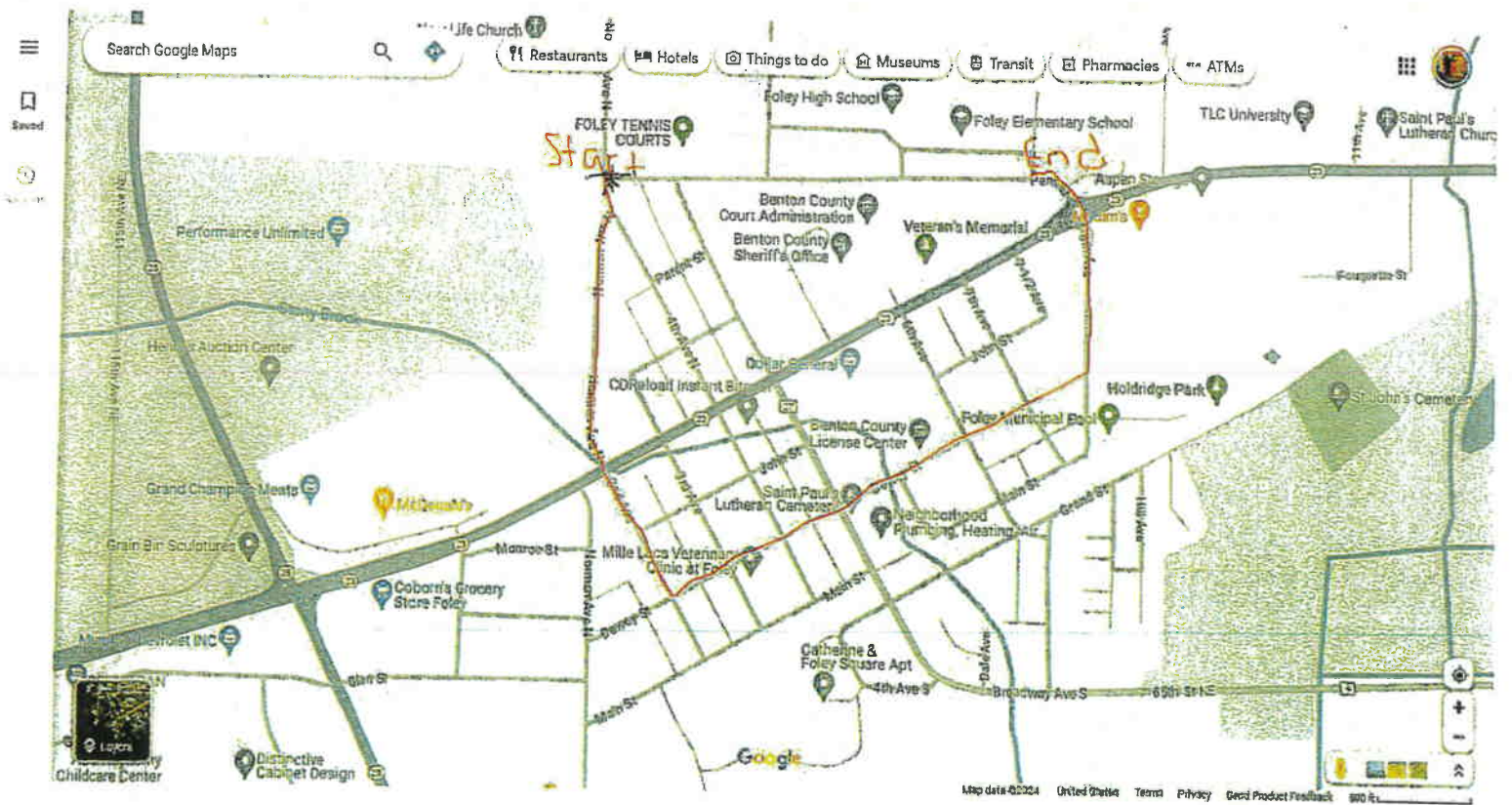
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Benton County Highway Department  
PO Box 247, Foley, MN 56329  
Phone: (320) 968-5051: Fax: (320) 968-5333

Copies: Applicant  
County Engineer  
Sherriff's Office  
Local Fire Department







# BENTON COUNTY BOARD OF COMMISSIONERS AGENDA ITEM REQUEST



MEETING DATE 01/20/2026

☐ REGULAR AGENDA

☒ CONSENT AGENDA

REQUESTING DEPARTMENT Veteran Service Officer (VSO)

TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Accept and file VSO Quarterly Report.

Quarterly report for the period Sep 1, 2025 to Dec 31, 2025. This report provides a summary of County support to Veterans and their families in Benton County.

ACTION REQUESTED

Information and awareness.

FISCAL IMPACT

ESTIMATED COST (\$) N/A

SOURCE OF FUNDS N/A

NEW / ADDITIONAL REVENUE (\$) None

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE

DATE 01/05/2026

DEPARTMENT HEAD SIGNATURE

DATE

COUNTY ATTORNEY SIGNATURE

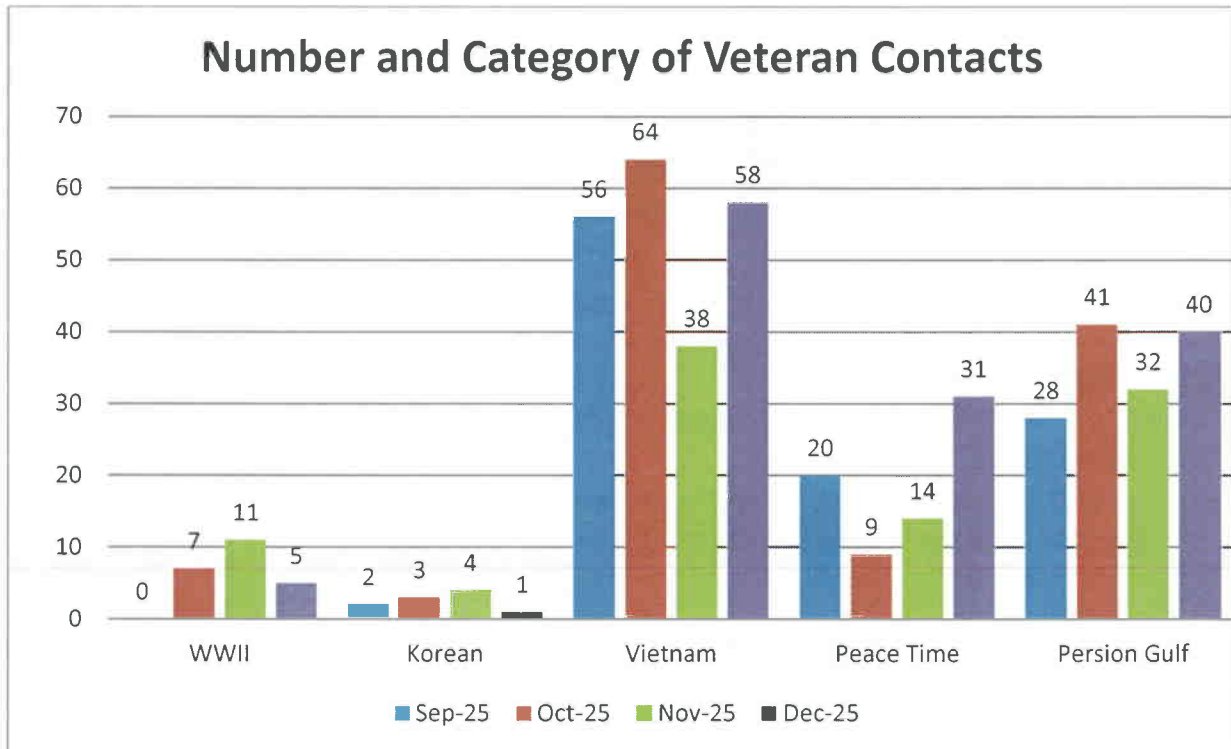
DATE

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION

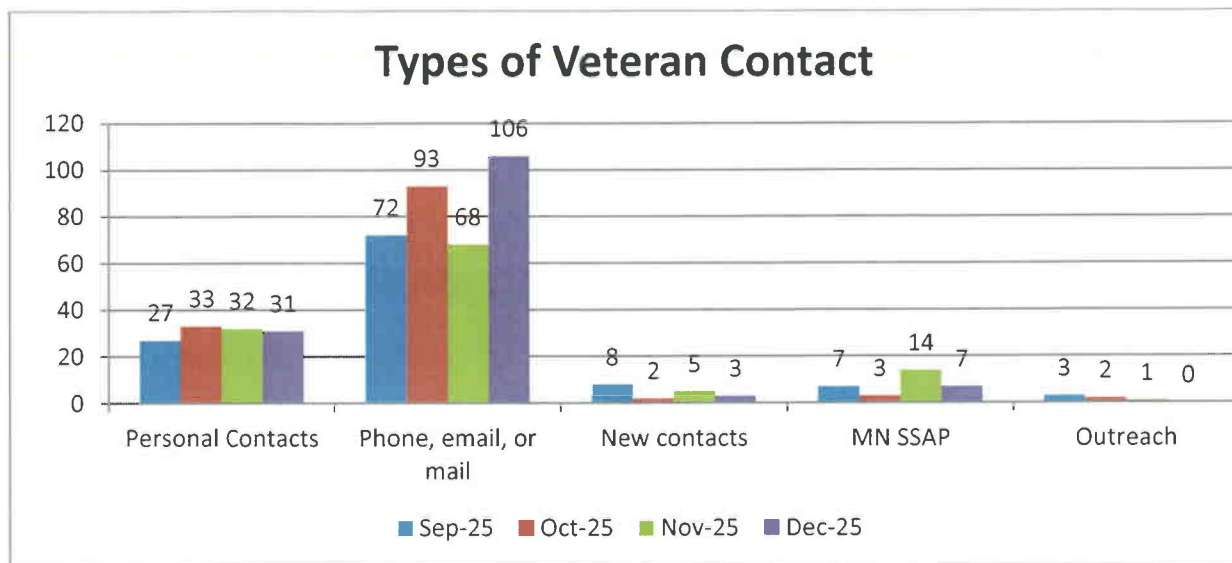
PREFERRED PLACEMENT ON AGENDA

**Benton County, Minnesota**  
**Quarterly Veterans Service Officer Report**  
**VSO: George Fiedler**  
**Sep thru Dec 2025**



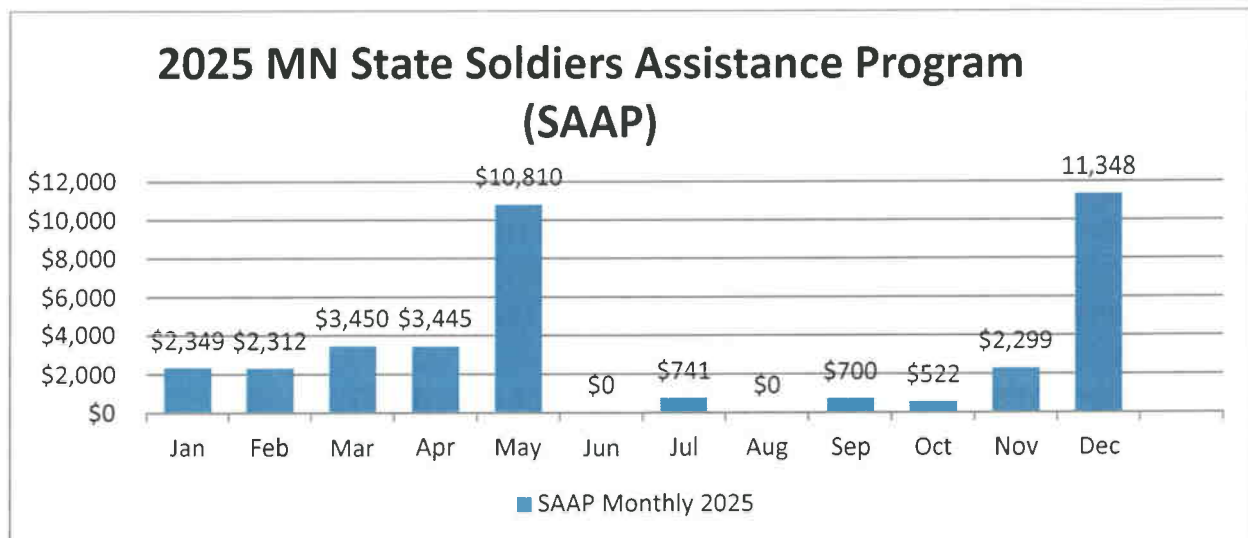
**Notes for above chart:**

- A “contact” means a vet or family member was talked to about VA or State Veteran issues and/or some type of benefit/service was requested or completed. A veteran/family member is counted as a “contact” each time they are talked to, i.e. multiple times per day or on different days.
- Periods of War: (This is the category of Veteran on the chart above)
  - WWII- December 7, 1941 to December 31, 1946
  - Korean War- June 27, 1950 to January 31, 1955
  - Vietnam War – August 5, 1964 to May 7, 1975
  - Persian Gulf War- August 2, 1990 to on-going (Date to be Determined)
  - Peace Time: Any time outside the dates of the other categories



**Notes for above chart:**

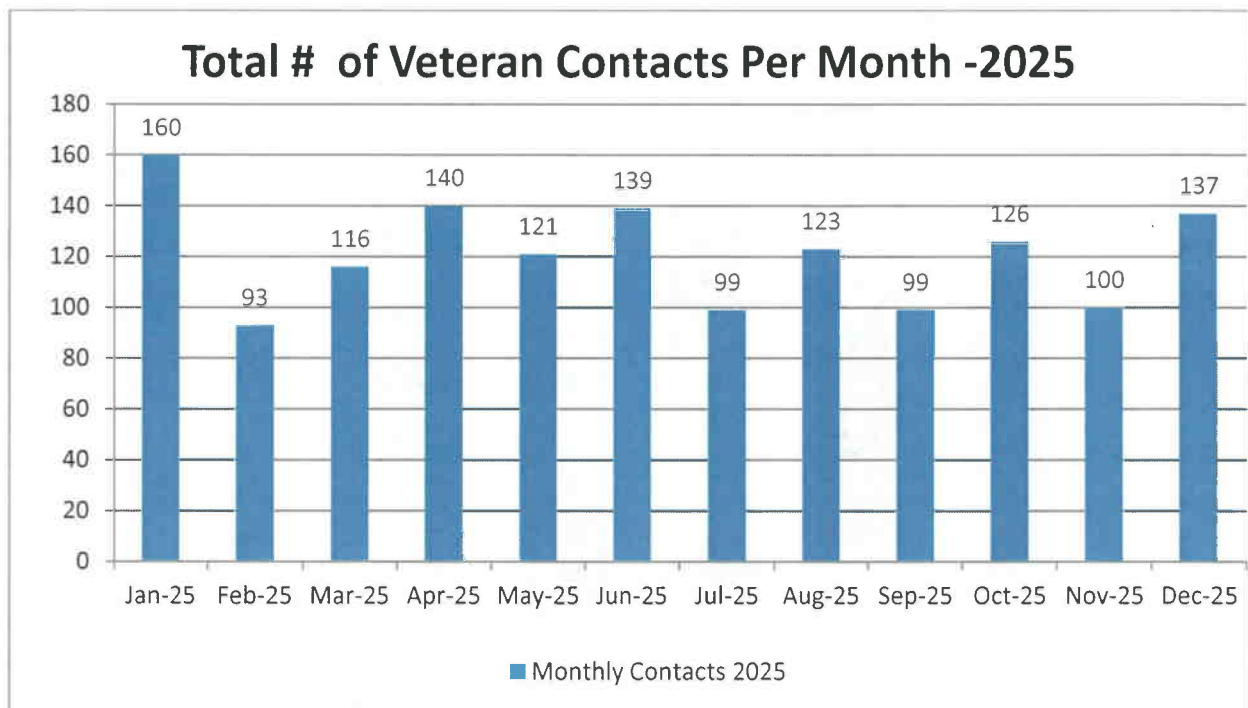
- MN SSAP is the Minnesota Department of Veteran Affairs (MDVA) State Soldiers Assistance Program (SSAP).
- Outreach means a veteran or multiple veterans or family member were talked to about VA issues outside of the Veteran Services office area.



**Notes for above chart:**

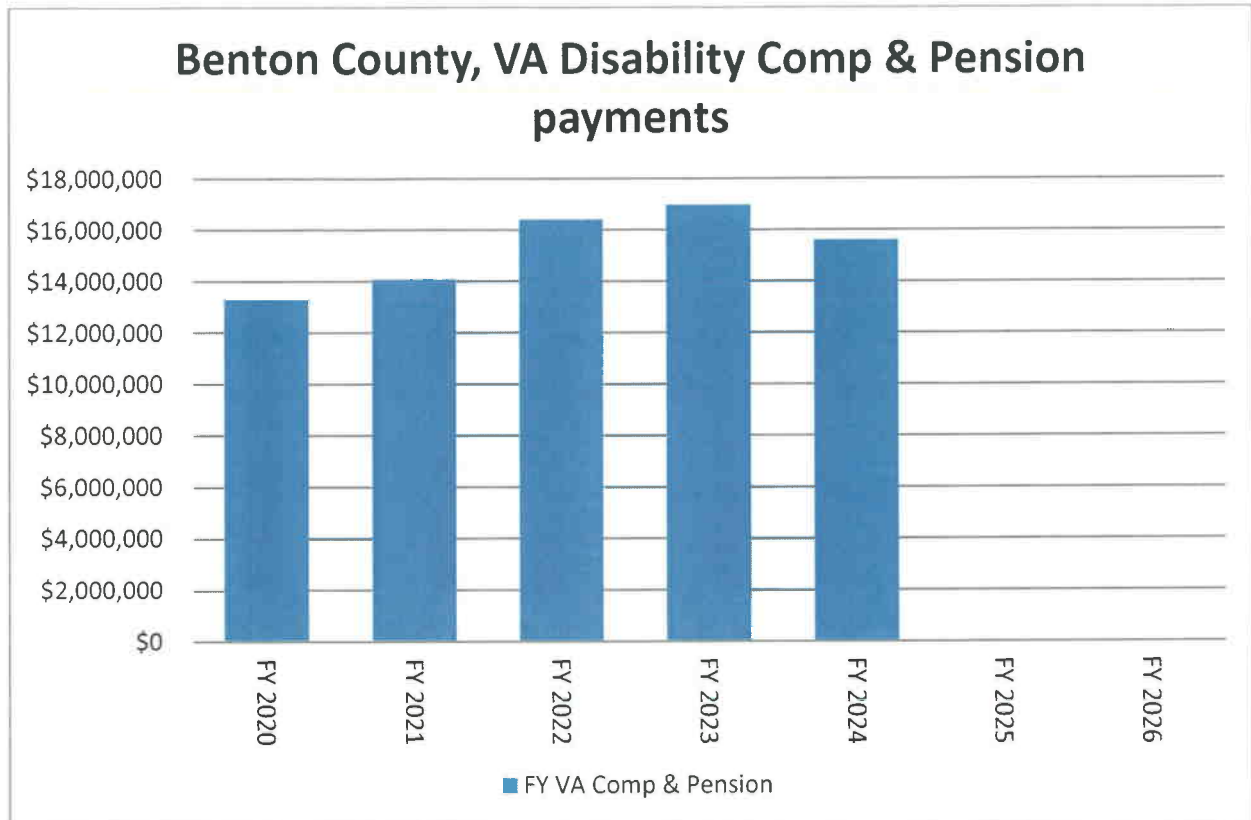
- This chart shows the amount of money from the State of MN going to qualified Benton County veterans. Funds from the SSAP go to vets for the following areas:
  - Special needs grant
  - Dental program
  - Optical program
  - Education Program
  - Disaster relief





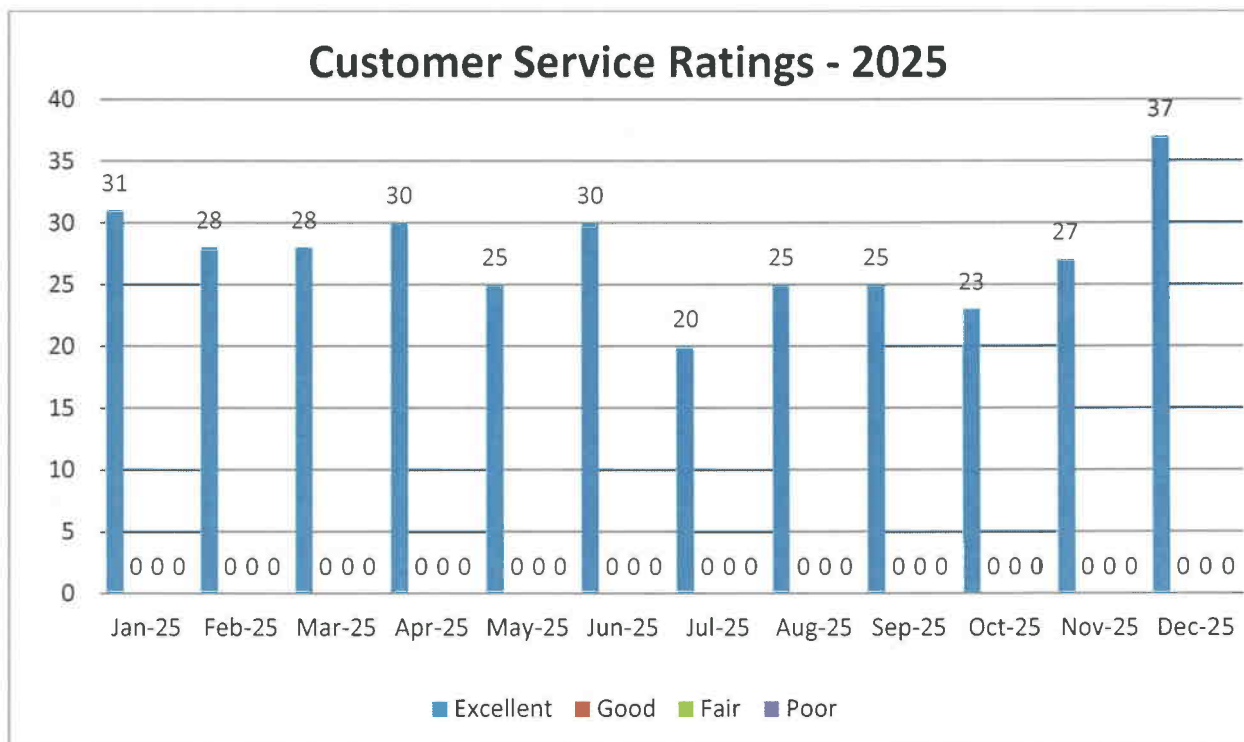
**Notes for above chart:**

- A “contact” means a vet or family member was talked to about VA or State Veteran issues and/or some type of benefit/service was requested or completed. A veteran/family member is counted as a “contact” each time they are talked to, i.e. multiple times per day or on different days.



**Notes for above chart:**

- This chart shows VA statistics about VA Disability Compensation and Pension paid to veterans in Benton County by FY. Much of these dollars are spent by Veterans living in Benton County for various goods and services. Over all in the state of Minnesota, for FY 2024, Veterans got \$1,713,051,000 in Disability Compensation and Pension payments.



**Notes for above chart:** This chart shows ratings from Veteran clients and family members to rate our service to them. A random sample of clients seen in the office are asked to pick what word (Excellent; Good; Fair; or Poor) best describes the service they got.

**Overall Notes:**

- For FY 2024 the state and federal governments estimate we have 2259 veterans in Benton County. The Veteran Population for Minnesota is estimated to be: 277,912. The US: 17,587,687.
- For FY 2024, the total expenditure (federal money spent in the county for veterans) was: \$16,487,213. Of that, \$15,616,218 was compensation and pension paid directly to veterans in Benton County.
- VA backlog: As of 12/02/2025 there are approximately 581,849 claims waiting to be worked nationwide. Of that, 111,148 have been waiting over 125 days. (These claims are for compensation and pension. Appeals are not counted here). There are 626,653 Claims pending appeal.
- It is estimated at least 30% of Iraq and Afghanistan veterans have PTSD or some mental health issue.
- Americans still missing from our conflicts, as of Dec 2023: (Source: DPMO- Defense Prisoner of War & Missing Personal Office).

<ul style="list-style-type: none"> <li>• WWII- 73,685</li> <li>• Korean – 8157</li> <li>• Vietnam - 2633</li> </ul>	<ul style="list-style-type: none"> <li>• Persian Gulf War - 6</li> <li>• Cold War - 128</li> </ul>
---	--



**BENTON COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM REQUEST**



MEETING DATE January 20, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Public Works

**TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA**

Authorize WSB Preliminary and Final Design Services Amendment # 1 for the CSAH 29 Improvement project.

**BACKGROUND INFORMATION**

See the Attached WSB Letter Dated January 5, 2026.

**ACTION REQUESTED**

Authorize the County Board Chair to sign the letter approving Amendment #1.

**FISCAL IMPACT**

ESTIMATED COST (\$) \$256,820

SOURCE OF FUNDS Fund 13 and Local Option Sales Tax

NEW / ADDITIONAL REVENUE (\$) N/A

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

**SUBMITTED/APPROVED**

SUBMITTER/SUPERVISOR SIGNATURE

DATE

DEPARTMENT HEAD SIGNATURE

DATE 1-13-26

COUNTY ATTORNEY SIGNATURE

DATE

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION

PREFERRED PLACEMENT ON AGENDA



January 5, 2026

Mr. Chris Byrd  
County Engineer  
Benton County  
7752 MN-25  
Foley, MN 56329

RE: CSAH 29 Improvements from Mayhew Lake Road to Gold Spike Road  
Amendment # 1 – Additional Environmental and Design

Dear Mr. Byrd:

The initial fee for this project assumed updating a previously completed Environmental Assessment (EA) as well as noise analysis for this project. However, it was determined the project would require a new EA as well as a Catex required by state aid. This change resulted in a significant change in scope of work for the tasks. During this process significant design changes were made to the alignment of CSAH 29, and layout of the roadway in front of the Villages Home Owner Association. In addition, WSB staff rates have increased since the initial contract submittal. The increase in staff rates is being applied to environmental and design service hours that are needed to complete the EA are shown in the attached spreadsheet. The staff rate and valuation cost increases are presented below and in the attached Amendment #1 fee estimate.

Below is a breakdown of the tasks that are included in the amendment needed to complete the RW acquisition services:

- Project Management – WSB staff
- Acquisition Work – WSB staff
  - Updates in creating a new Federal Environmental Document (Long Form CATEX)
  - Completing an Environmental Assessment Worksheet
  - Subsequent changes to the design of the roadway
    - Updating/shifting the alignment of the roadway
    - Running hydraulics on the alignment shift
    - Updating the alignment of the trail
    - Revising the wetland impacts and alignment and added work with the County
    - Ditch/Mayhew Creek with updated Corp of Engineers floodplain analysis.
  - Additional agency coordination
  - Updated noise analysis (WSB and HZ United)
    - Adding the Roundabout to existing conditions
    - Updating Traffic Counts
    - Adding the new townhome development
    - Update to the trail alignment shift
    - Additional Meetings and voting mailings

**Fee Estimate:**

Original Contract Total .....	\$528,289.00
Amendment #1 – .....	\$256,820.00
<b>Revised Contract Total .....</b>	<b>\$785,109.00</b>

Mr. Chris Byrd  
January 5, 2025  
Page 2

Thank you for the opportunity to submit this amendment to Benton County. Please do not hesitate to contact me with any questions.

Sincerely,

WSB

Taylor Olson, PE  
Project Manager

**APPROVED BY:**

**Benton County**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**WSB**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_





Estimate of Cost  
CSAH 29 Improvements  
From Mayhew Lake Road to Gold Spike Road  
BENTON COUNTY, MINNESOTA

AMENDMENT # 1 - Additional Hours  
PRELIMINARY AND FINAL DESIGN SERVICES AMENDMENT # 1

Date 12/30/25

PRELIMINARY AND FINAL DESIGN SERVICES		Estimated Hours															Total Hours	Cost
		Principal	Project Manager	Public Involvement	Project Engineer	Sr Environmental Scientist / Planner	Environmental Scientist/Planner	Planner	Intern/ Data Collection	Right of Way Manager	Noise Analysis (HZ)	Noise Analysis (HZ)	GIS Specialist	Survey Crew 2-Person	Clerical			
Task No.	Description																	
1	PROJECT MANAGEMENT																	
	Bi-Weekly Progress Meetings																	
	Subcontractor Management and Oversight																	
	Agency Coordination																	
2	PUBLIC INVOLVEMENT																	
	Public Involvement plan																	
	Public pop up events																	
	communication content production																	
	Events Websites, email and social media																	
	Communications Graphics and Material Content																	
	Business and Resident Mailings																	
3	Environmental investigation and environmntal documentatoin																	
	Early Agency Coordination																	
	Environmental Site Assesement																	
	Threatended and Endangered Species																	
	Cultural Resources																	
	Wetland Delineations and Permitting																	
	Noise Mitigatoin Analysis	8	18	20	8	97					130	190						
	Federal Environmental Document (EA Receval)																	
	Additional Task: Redo Federal Environmental Document (Long Form CATEX)	8	36		40	142	204										430	
	Additional Task: Environmental Assessment Worksheet	4	20		16	46	152										238	
5	Preliminary Design																	
	Preliminary Drainage Report																	
	Geometries Lavouts	2	16		104												122	
	Deesign Memorandum																	
	Cost Estimates																	
6	Properly Acquisition																	
7	Final Design																	
7.1	Detail Design	2	24		48												74	
	Engineers Estimate																	
	Special Provisions																	
	Plan Review and Approval																	
8	Geotechnical Investigation																	
9	Preliminary/Final Structrual Design																	
	Hydraulic Risk Analysis																	
	Bridge Scoping and Struetue Determination																	
	Scoping Level Cost Estiamte																	
	Preliminary Final Bridge Plans																	
	Special Provisions																	
	Final Cost Estiamte																	
Total Hours		24	114	20	216	285	356				130	190						
Hourly Costs		264.00	206.00	152.00	190.00	264.00	180.00	90.00	62.00	184.00	160.00	120.00	90.00	199.00	85.00			
Labor Costs		\$6,336.00	\$23,484.00	\$3,040.00	\$41,040.00	\$75,240.00	\$64,080.00				\$20,800.00	\$22,800.00					\$256,820.00	

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 20<sup>th</sup>, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Sheriff's Office

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Informational discussion regarding relationship between Benton County Sheriff and ICE

### BACKGROUND INFORMATION

Immigration enforcement activities undertaken by the Immigration and Customs Enforcement agency has been a featured topic in local and national media. The officer-involved shooting incident on January 7<sup>th</sup> has brought a renewed and intensified focus on these activities. The relationship between ICE and local law enforcement agencies is complex and has become a contentious issue in certain places in Minnesota. In response to these concerns, I would like to take a few moments to discuss with the Board how and when our office interoperates with ICE and answer questions Board members might have regarding our relationship with ICE.

### ACTION REQUESTED

None. Informational purposes only

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 1-12-26

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS)

DURATION 10 minutes

PREFERRED PLACEMENT ON AGENDA Near the top

**BENTON COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM REQUEST**



MEETING DATE January 20, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

**TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA**

Regal Solar update

**BACKGROUND INFORMATION**

Representatives from the Regal Solar project wish to provide the County Board with an update.

**ACTION REQUESTED**

Informational Item; no action requested

**FISCAL IMPACT**

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

**SUBMITTED/APPROVED**

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE Montgomery I Feally DATE 1-14-26

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 20, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Government Center Project Manager Monthly Update

### BACKGROUND INFORMATION

A representative from Contegrity Group will provide a monthly update on the Government Center project.

### ACTION REQUESTED

Informational Item; no action requested

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 1/14/26

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 10 minutes

PREFERRED PLACEMENT ON AGENDA After consent



**BENTON COUNTY BOARD OF COMMISSIONERS**  
**AGENDA ITEM REQUEST**



MEETING DATE January 20, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

**TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA**

Consider a recommendation of the Government Center Building Committee for a Furniture, Fixtures and Equipment (FFE) Vendor

**BACKGROUND INFORMATION**

The Government Center Committee visited the two finalist FFE vendor showrooms on January 5<sup>th</sup> and obtained cost estimates on "standard" cubicle and office arrangements. Based on those visits, vendor references, furniture options, pricing and other factors, the Committee recommends Fluid as the Government Center project FFE vendor.

All vendors interviewed are state contract vendors, which means that choosing any one of those vendors satisfies the statutory requirement for competitive bidding.

GLT will be present to discuss potential parameters to seek when negotiating a contract with Fluid. Such contract will primarily address "soft costs" such a design services, project management and furniture installation.

**ACTION REQUESTED**

A motion to select Fluid as the FFE vendor for the Government Center project; with discussion on contract parameters and direction to GLT

**FISCAL IMPACT**

ESTIMATED COST (\$) \$1.5 million

SOURCE OF FUNDS Project budget (bonding and cash)

NEW / ADDITIONAL REVENUE (\$) \$0

COST BUDGETED IN CURRENT YEAR? ☒ YES ☐ NO

**SUBMITTED/APPROVED**

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 1/14/26

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 20, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Open Forum Policy

### BACKGROUND INFORMATION

The Open Forum policy was originally adopted August 15, 2006 (see attached Resolution). The Open Forum segment of the County Board agenda provides time for individuals to address topics of concern with the County Board. As stated in the policy, individuals may raise concerns and share information with the County Board, but no action will be taken at that time. The policy also establishes a standard of conduct and a time limit for speakers in the Open Forum.

During the County Board goal-setting work session on January 12<sup>th</sup>, it was the consensus of the County Board to change the time limit to 3 minutes per speaker.

### ACTION REQUESTED

A motion to adopt the revised Open Forum Policy as presented

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 1-14-26

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

**Benton County Board of Commissioners**  
**Resolution # 2006-#25**

**A Resolution Setting Forth a County Policy on Open Forum**

**WHEREAS**, the Benton County Board of Commissioners encourages citizens to attend Board meetings and provide comments on matters of interest to Board members, and

**WHEREAS**, the Benton County Board conducts regular meetings twice per month and must address a large number of issues on each agenda, including citizen concerns allowed during an "Open Forum" of each Board meeting, and

**WHEREAS**, the County Board finds that the efficient conduct of County business requires the adoption of policies governing the Open Forum section, and

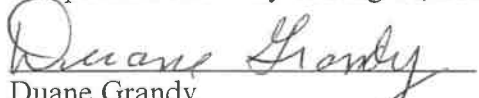
**WHEREAS**, such policies are not intended to suppress public comment but instead allow any citizen to address the County Board for a reasonable amount of time in a courteous, respectful environment, and


**NOW, THEREFORE, BE IT RESOLVED**, the Benton County Board of Commissioners does hereby adopt the following policies that govern the Open Forum section of the County Board meeting:

1. The purpose of the Open Forum section of the County Board meeting is to allow public input and/or information to be presented to the Board that does not require action by the Board;
2. Personal attacks of any kind against another person are not allowed;
3. Campaign-type presentations are not allowed;
4. The normal time limit is five minutes per speaker. The time limit may be shortened or extended at the discretion of the Board Chair;
5. All input or information is to be addressed to the Board of Commissioners and not to members of the audience;
6. Speaker handouts are public information. The County may make copies of such handouts for the public if needed;
7. The County Board Chair will ensure that the Open Forum policy is followed.

**BE IT FURTHER RESOLVED** that the County Administrator is directed to post the preceding Open Forum Policy on the Open Forum sign-up sheet and in a prominent location near the entrance to the County Boardroom.

Adopted this 15<sup>th</sup> day of August, 2006.

  
Duane Grandy  
Chair, Benton County Commissioners

Attest:  
  
Montgomery Headley  
County Administrator



**Benton County Board of Commissioners**  
**Resolution # \_\_\_\_\_**

**A Resolution Setting Forth a County Policy on Open Forum**

**WHEREAS**, the Benton County Board of Commissioners encourages citizens to attend Board meetings and provide comments on matters of interest to Board members, and

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**WHEREAS**, the County Board finds that the efficient conduct of County business requires the adoption of policies governing the Open Forum section, and

**WHEREAS**, such policies are not intended to suppress public comment but instead allow any citizen to address the County Board for a reasonable amount of time in a courteous, respectful environment, and

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3. Campaign-type presentations are not allowed;
4. The normal time limit is three ~~five~~ minutes per speaker. The time limit may be shortened or extended at the discretion of the Board Chair;
5. All input or information is to be addressed to the Board of Commissioners and not to members of the audience;
6. Speaker handouts are public information. The County may make copies of such handouts for the public if needed;
7. The County Board Chair will ensure that the Open Forum policy is followed.

**BE IT FURTHER RESOLVED** that the County Administrator is directed to post the preceding Open Forum Policy on the Open Forum sign-up sheet and in a prominent location near the entrance to the County Boardroom.

Adopted this 20<sup>th</sup> day of January 2026.

\_\_\_\_\_  
Chair, Benton County Commissioners

Attest:

\_\_\_\_\_  
Montgomery Headley  
County Administrator



# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 20, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

County representation on the Benton Economic Partnership Board of Directors

### BACKGROUND INFORMATION

At its goal-setting work session on 1/12, the County Board discussed its representation on the Benton Economic Partnership Board of Directors. The BEP charter provides the County with one seat on the BEP Board of Directors. The County Board agreed that the County's representative to the BEP Board would rotate with whichever County Board member is also the County Board Chair. It was also the consensus of the County Board that the County Board Vice-Chair would serve as the alternate to the BEP Board.

### ACTION REQUESTED

A motion to designate the County Board Chair as the County's representative to the BEP Board, with the County Board Vice-Chair at the BEP Board alternate

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 1/14/26

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 1 minute

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 20, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Land Services Department

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Discussion on Board of Adjustment Per Diem Rate

### BACKGROUND INFORMATION

The Board of Adjustment per diem rate is currently \$70 per meeting, plus mileage, and \$10 per site visit, plus mileage. The meeting rate was increased from \$60 to \$70 set in 2022. Site visits were increased from \$5 to \$10 in 2009.

See the attached document outlining the number of site visits per meeting for 2024 and 2025, along with the per diem rates for 10 other counties.

### ACTION REQUESTED

Discussion item.

### FISCAL IMPACT

ESTIMATED COST (\$) NA

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 1/9/2026

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 5 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_

## BENTON COUNTY BOA SITE VISITS

2024 # BOA of site visits	2025 # BOA of site visits
No meetings in March, April, July and October. Feb – Two site visits May – Two site visits June – Three site visits Aug – Three site visits Sept – 2 site visits Nov – 1 site visit Dec – 1 site visit	No meetings in January, February, March, May, September, October and December.  April – Training, no site visits July – One site visit Aug – Two site visits Nov – One site visit

## BOARD OF ADJUSTMENT PER DIEM RATES IN OTHER COUNTIES

County	Meeting	Site visit
CHISAGO	\$65 + mileage	Mileage
CLEARWATER	\$75 + mileage	Mileage
KOOCHICHING	\$65 + mileage over 10 miles	Mileage over 10 miles
LAC QUI PARLE	\$60 for one item meeting. \$100 if meeting goes over 1 hour or has more than 1 item to review. + milage	Mileage
MILLE LACS	\$50 + mileage	Mileage
MORRISON	\$300 monthly stipend, covers mileage. <i>BoA &amp; PC are combined.</i>	Covered by stipend
MOWER	\$50 meeting < 2hrs. +\$25 for 2-4 hrs. \$100 meeting > 4hrs or 2 meetings in one day.	Mileage
MURRAY	\$80 + mileage	Mileage
SHERBURNE	\$55 + mileage	Mileage
STEARNS	\$100 + mileage	\$50 + mileage <i>*Flat rate, not \$50/site visit.</i>

# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 20, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT Land Services Department

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Land Services Department Update

### BACKGROUND INFORMATION

#### Planning & Zoning

- Update on 2025 permits.
- Project updates
- Cannabis update

#### Assessor Update

- Tyler
- Assessing Agreement
- Land Sales

#### Recorder Update

- Judicial Safety

### ACTION REQUESTED

No action

### FISCAL IMPACT

ESTIMATED COST (\$) NA

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE

*Roxanne [Signature]*

DATE

1/19/2026

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 10 minutes

PREFERRED PLACEMENT ON AGENDA \_\_\_\_\_



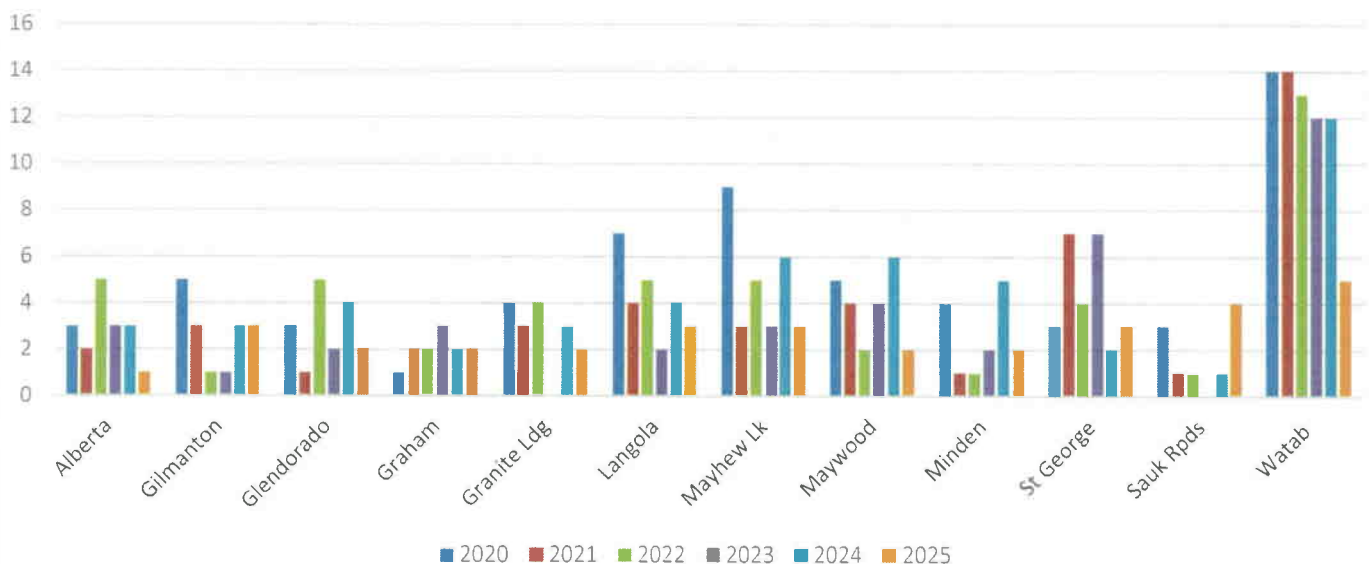
## 2025 Permits

- 31 Administrative Subdivisions (10 acres +) and 14 Boundary Line Adjustments processed.
- 9 one-lot plats and 1 three-lot plat recorded, 3 additional plats in progress.

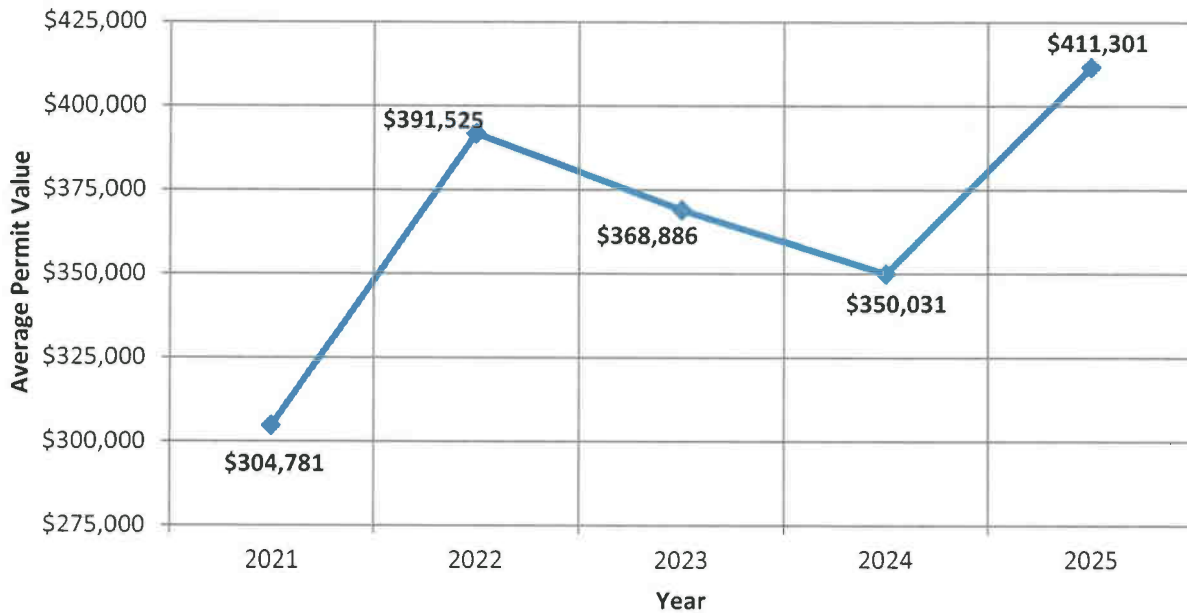
Permit #'s	2021	2022	2023	2024	2025
House	45	48	39	51	31
Accessory	41	45	63	36	31
Addition	42	42	37	38	40
Ag Bldg	30	33	38	37	28
Gen. BP	289	643	439	247	151
CUP/IUP	19	13	19	17	12
Variance	11	9	10	16	6
Admin Sub	39	36	30	38	39

Average Permit Value	2021	2022	2023	2024	2025
House	\$304,781	\$391,525	\$368,886	\$350,031	\$411,301
Accessory	\$55,114	\$62,480	\$104,924	\$68,023	\$68,110
Addition	\$34,711	\$49,423	\$62,259	\$45,627	\$59,344
Ag Bldg	\$119,103	\$191,131	\$107,150	\$132,230	\$155,237

Single-Family Home Permits By Township 2020-2025

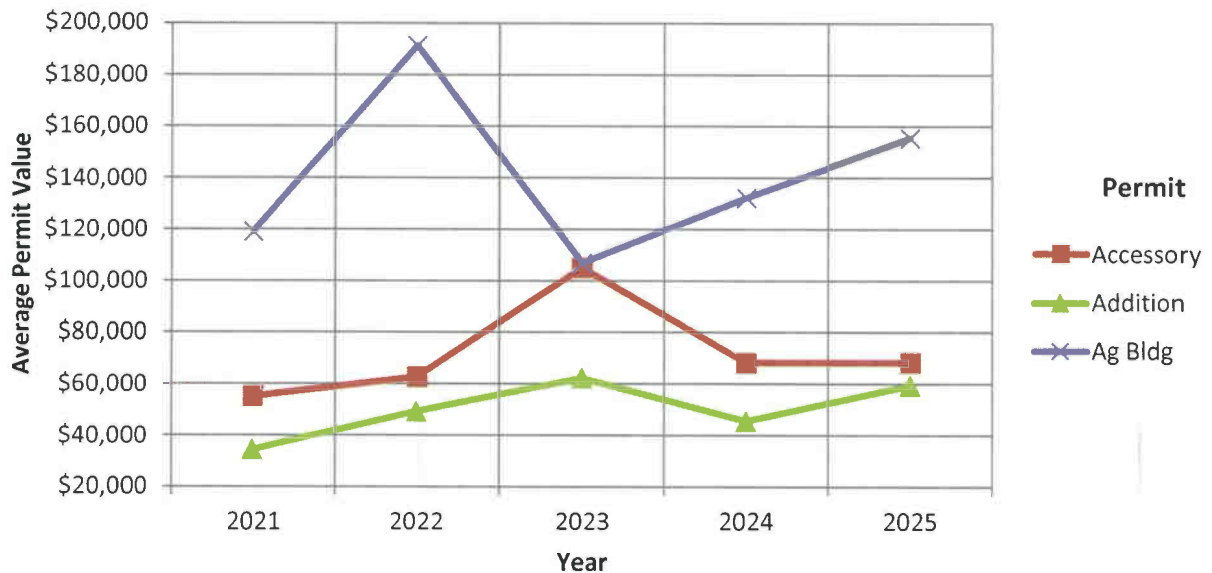


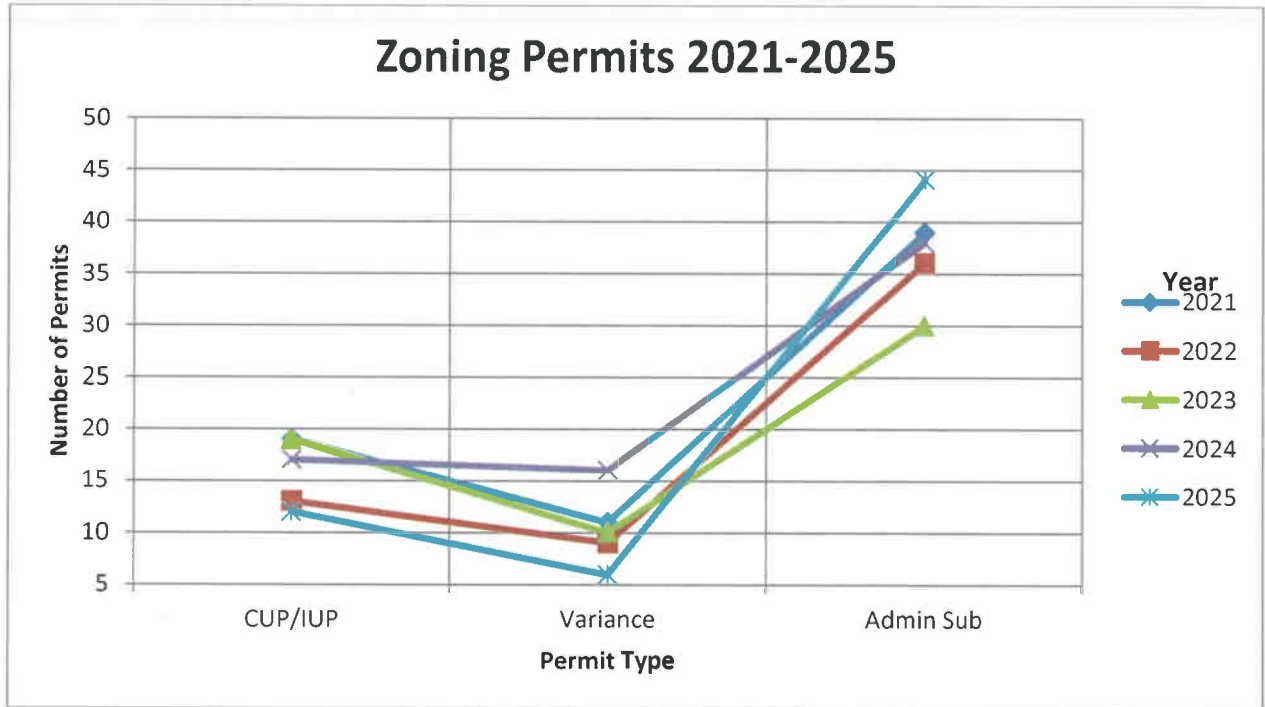
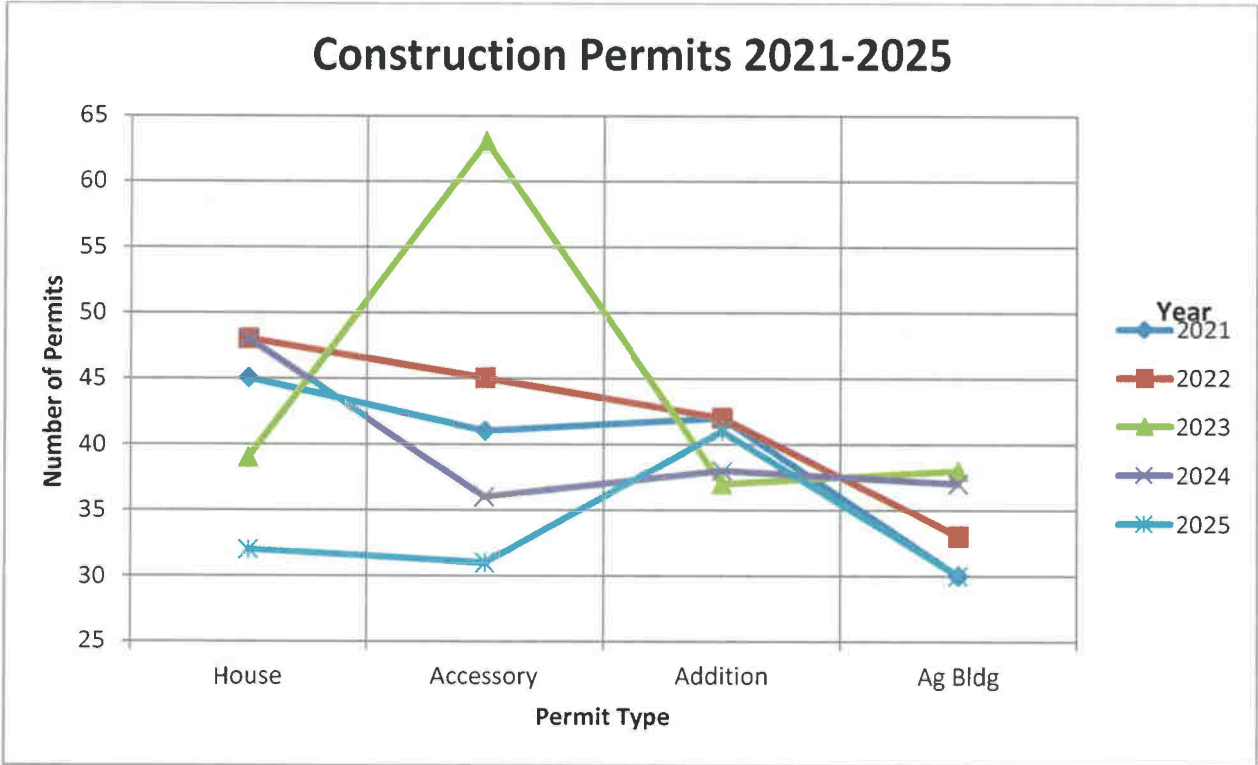
## Average Single Family Home Permit Value by Year



## Average Building Permit Value by Year

\*Excluding Single Family Homes





# BENTON COUNTY BOARD OF COMMISSIONERS

## AGENDA ITEM REQUEST



MEETING DATE January 20, 2026

☒ REGULAR AGENDA

☐ CONSENT AGENDA

REQUESTING DEPARTMENT County Administrator

### TITLE OF REQUESTED ITEM AS IT WILL APPEAR ON BOARD AGENDA

Conduct a closed session of the County Board under MN Statutes §13D.05, Subdivision 3 to evaluate the performance of individuals subject to County Board authority

### BACKGROUND INFORMATION

Under MN Statutes §13D.05, Subdivision 3, a public body may close a meeting to evaluate the performance of an individual who is subject to its authority. The public body shall identify the individual to be evaluated prior to closing a meeting. At its next open meeting, the public body shall summarize its conclusions regarding the evaluation. A meeting must be open at the request of the individual who is the subject of the meeting.

All closed meetings, except those permitted by the attorney-client privilege, must be electronically recorded and the recording preserved for at least three years after the meeting date.

The purpose of today's closed session is to review performance evaluations for appointed Department Heads (Human Services Director, Information Technology Director, Land Services Director, Public Health Director and County Administrator).

### ACTION REQUESTED

A motion to conduct a closed session of the County Board under MN Statutes §13D.05, Subdivision 3 to evaluate the performance of individuals subject to County Board authority; Chair to announce that today's closed session covers performance evaluations for appointed Department Heads

### FISCAL IMPACT

ESTIMATED COST (\$) \_\_\_\_\_

SOURCE OF FUNDS \_\_\_\_\_

NEW / ADDITIONAL REVENUE (\$) \_\_\_\_\_

COST BUDGETED IN CURRENT YEAR? ☐ YES ☐ NO

### SUBMITTED/APPROVED

SUBMITTER/SUPERVISOR SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

DEPARTMENT HEAD SIGNATURE \_\_\_\_\_

DATE 1-14-26

COUNTY ATTORNEY SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

☐ STATE GRANT CONTRACT/AGREEMENT NOT REVIEWED BY COUNTY ATTORNEY (GRANT RENEWAL WITH NO CHANGES IN TERMS AND CONDITIONS).

DURATION 50 minutes

PREFERRED PLACEMENT ON AGENDA Last item