



Board of Commissioners

Agenda

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

August 18, 2026 - 9 a.m.

Council Chambers - Courthouse Room 300

ROLL CALL

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

1. **Agenda of August 18, 2026 is Presented for Approval** [2026-302](#)

Sponsors: County Manager's Office

Approve the agenda of August 18, 2026.

2. **Minutes from August 11, 2026 are Presented for Approval** [2026-303](#)

Sponsors: County Manager's Office

Approve the August 11, 2026 Minutes.

ADMINISTRATIVE ITEMS

3. **Capital Grant Agreement with Metropolitan Council for the Engineering Phase of the METRO Bronze Line Bus Rapid Transit Project** [2026-285](#)

Sponsors: Public Works

1. Approve the Capital Grant Agreement for Engineering between the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Bronze Line Bus Rapid Transit Project.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements, in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

4. **Joint Powers Agreement with the State of Minnesota for Election Recount Services** [2026-304](#)

Sponsors: Property Tax, Records & Election Services

1. Approve the joint powers agreements with the state of Minnesota for election recount services for the period upon execution through December 31, 2026.
2. Authorize the Chair and Chief Clerk to execute the joint powers agreement.

5. **Personnel Complement Increase in the Financial Assistance Services Department for House Resolution 1 Implementation** [2026-283](#)

Sponsors: Financial Assistance Services

1. Approve an increase in the personnel complement of Financial Assistance Services by 16.5 Full-Time Equivalent Eligibility Specialists.
2. Approve an increase in the personnel complement of Financial Assistance Services by 1 Full-Time Equivalent Eligibility Specialists Supervisor.
3. Authorize the County Manager to transfer up to \$363,263 from the General Contingency Account to Financial Assistance Services 2026 operating budget.

COUNTY CONNECTIONS**OUTSIDE BOARD AND COMMITTEE REPORTS****BOARD CHAIR UPDATE****ADJOURNMENT**

Following County Board Meeting:

Regional Railroad Authority Meeting
Council Chambers – Courthouse Room 300
10:00 a.m. (est.)

Housing and Redevelopment Authority Meeting
Council Chambers – Courthouse Room 300
10:15 a.m. (est.)

Board Workshop: Preparation for Elections 2.0
Courthouse Room 220, Large Conference Room
Public access via Zoom:
Webinar ID: 923 9869 6921 | Passcode: 518162 | Phone: 651-372-8299
10:30 a.m. (est.)

Board Workshop: Minnesota African American Family Preservation and Child Welfare
Disproportionality Act: From Legislation to Practice
Courthouse Room 220, Large Conference Room
Public access via Zoom:
Webinar ID: 923 9869 6921 | Passcode: 518162 | Phone: 651-372-8299
1:30 p.m.

Advance Notice:

August 25, 2026 County board meeting – Council Chambers
September 01, 2026 County board meeting – Council Chambers
September 08, 2026 County board meeting – Council Chambers
September 15, 2026 No county board meeting – Association of Minnesota Counties – Fall Policy Conference



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2026-302

Meeting Date: 8/18/2026

Sponsor: County Manager's Office

Title

Agenda of August 18, 2026 is Presented for Approval

Recommendation

Approve the agenda of August 18, 2026.



Board of Commissioners

Request for Board Action

15 West Kellogg Blvd.
Saint Paul, MN 55102
651-266-9200

Item Number: 2026-303

Meeting Date: 8/18/2026

Sponsor: County Manager's Office

Title

Minutes from August 11, 2026 are Presented for Approval

Recommendation

Approve the August 11, 2026 Minutes.

Attachments

1. August 11, 2026 Minutes.

Board of Commissioners Minutes

August 11, 2026 - 9 a.m.

Council Chambers - Courthouse Room 300

The Ramsey County Board of Commissioners met in regular session at 9:03 a.m. with the following members present: Jebens-Singh, McGuire, Miller, Moran, and Chair Ortega. Commissioner Xiong missed Roll Call and arrived at 9:04 a.m. during the Land Acknowledgement. Commissioner McMurtrey was excused. Also present were Ling Becker, County Manager, and Jada Lewis, Civil Division Director, Ramsey County Attorney's Office.

ROLL CALL

Present: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Excused: McMurtrey

PLEDGE OF ALLEGIANCE

LAND ACKNOWLEDGEMENT

Presented by Commissioner Miller.

1. Agenda of August 11, 2026 is Presented for Approval [2026-291](#)

Sponsors: County Manager's Office

Approve the agenda of August 11, 2026.

Motion by Moran, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Excused: McMurtrey

2. Minutes from August 4, 2026 are Presented for Approval [2026-292](#)

Sponsors: County Manager's Office

Approve the August 4, 2026 Minutes.

Motion by Moran, seconded by Miller. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Excused: McMurtrey

ADMINISTRATIVE ITEMS

3. Appointment to the Personnel Review Board [2026-281](#)

Sponsors: Human Resources

Appoint Samantha Wicks to the Personnel Review Board for a four-year term beginning August 11, 2026 and ending August 1, 2030.

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Excused: McMurtrey
Resolution: B2026-106

4. Appointments to the Capitol Region Watershed District Board of Managers [2026-258](#)

Sponsors: Board of Commissioners

Appoint the following individuals to the Capitol Region Watershed District Board of Managers for a term beginning October 1, 2026 and ending September 30, 2029:

- Hawona Sullivan Janzen (incumbent)
- Joseph P. Collins (incumbent)
- Rick Sanders (incumbent)

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Excused: McMurtrey

Resolution: B2026-107

5. Appointments to the Capital Improvement Program Advisory Committee [2026-294](#)

Sponsors: Finance

Appoint the following candidates to the Capital Improvement Program Advisory Committee for terms that begin August 30, 2026, and end August 30, 2028:

1. Niko Le Mieux (District 4) - Incumbent
2. Clarence Patterson (District 6) - Incumbent
3. Mazel McCoy-Anderson (District 7) - Incumbent

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Excused: McMurtrey

Resolution: B2026-108

6. Parks and Recreation Commission Member Composition [2026-274](#)

Sponsors: Parks & Recreation

1. Rescind Ramsey County Resolution 99-250, which amended the size, composition, and appointment terms of the Parks & Recreation Commission.
2. Approve an amendment to Ramsey County Resolution 90-191 revising the size and composition of the Parks & Recreation Commission by increasing its membership from seven members to nine at-large members with three-year staggered terms.

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Excused: McMurtrey

Resolution: B2026-109

7. Project Budget and Financing Plan for Arden Hills Subsurface Drain Restoration Project [2026-263](#)

Sponsors: Property Management

1. Accept and approve the project budget and financing plan for the Arden Hills Subsurface Drain Restoration project in an amount up to \$2,400,000.
2. Authorize the County Manager to account for the Arden Hills Subsurface Drain Restoration project as a budgeted project in Property Management.
3. Authorize the County Manager to transfer \$1,300,000 from Property Management fund

balance to the Arden Hills Subsurface Drain Restoration project budget for project activities.

4. Authorize the County Manager to transfer \$1,100,000 from county bond interest to the Arden Hills Subsurface Drain Restoration project budget for project activities.

Motion by Miller, seconded by Xiong. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Excused: McMurtrey

Resolution: B2026-110

8. Appointment of the Ramsey County Director of the Emergency Management Department [2026-247](#)

Sponsors: Safety and Justice

Appoint Kendall Bobula as the Director of the Emergency Management Department effective August 11, 2026.

Presented by Ling Becker, County Manager; Kendall Bobula, Director, Emergency Management. Discussion can be found on archived video.

Motion by Miller, seconded by Jebens-Singh. Motion passed.

Aye: Jebens-Singh, McGuire, Miller, Moran, Ortega, and Xiong

Excused: McMurtrey

Resolution: B2026-111

POLICY ITEM

9. Presentation: House Resolution 1 Implementation: Operational Readiness, Service Delivery, and Staffing Needs [2026-278](#)

Sponsors: Financial Assistance Services

None. For information and discussion only.

Presented by Ali Ali, Director, Financial Assistance Services. Discussion can be found on archived video.

COUNTY CONNECTIONS

Presented by County Manager, Ling Becker. Discussion can be found on archived video.

OUTSIDE BOARD AND COMMITTEE REPORTS

Discussion can be found on archived video.

BOARD CHAIR UPDATE

Presented by Chair Ortega. Discussion can be found on archived video.

ADJOURNMENT

Chair Ortega declared the meeting adjourned at 10:40 a.m.

CLOSED MEETING

Pursuant to Minnesota Statutes 13D.05, subdivision 3(c)(3), to develop or consider offers or counter offers for the purchase or sale of real property, the Ramsey County Board met in a closed meeting, which was not open to the public.

In Re: 97 Moore Street, St. Paul , MN, 55104. The property that is the subject of this meeting is located in the city of Saint Paul on 97 Moore Street, St. Paul , MN, 55104.

The Closed Meeting was called to order at 10:50 a.m.

Present: Commissioners Ortega, Jebens-Singh, McGuire, Moran, Miller, and Xiong. Commissioner McMurtrey was excused.

Also present were Ling Becker, County Manager; Jada Lewis, Civil Division Director, County Attorney's Office; John Rominski, Senior Collections Enforcement Agent, County Attorney's Office; Mandy Malecek, Risk Manager, Compliance and Ethics Office; Jason Yang, Chief Clerk, County Manager's Office.

The Board of Ramsey County Commissioners authorized the Ramsey County staff to proceed as discussed in this closed meeting.

Motion by Moran, seconded by Jebens-Singh.

Ayes - 6, Nays - 0, Excused - 1. Motion passed. (Resolution B2026-112).

The closed meeting was adjourned at 11:28 a.m.

Board of Commissioners

Request for Board Action

Item Number: 2026-285

Meeting Date: 8/18/2026

Sponsor: Public Works

Title

Capital Grant Agreement with Metropolitan Council for the Engineering Phase of the METRO Bronze Line Bus Rapid Transit Project

Recommendation

1. Approve the Capital Grant Agreement for Engineering between the Metropolitan Council, Ramsey County, and the Ramsey County Regional Railroad Authority for the METRO Bronze Line Bus Rapid Transit Project.
2. Authorize the Chair and Chief Clerk to execute the agreement.
3. Authorize the County Manager to enter into agreements and execute amendments to agreements, in accordance with procurement policies and procedures, provided the amounts are within the limits of funding.

Background and Rationale

The METRO Purple Line Bus Rapid Transit (BRT) (Purple Line) Project entered the Federal Transit Administration's (FTA) Capital Investment Grants (CIG) Project Development phase in December 2021. During Project Development, environmental review, engineering and technical analysis were advanced in combination with extensive stakeholder and community engagement. Beginning in 2022, the Purple Line Project initiated a Route Modification Study to evaluate alternative routes following changes in municipal support for the project. Over the next three years, project partners evaluated multiple route alternatives, completed technical and environmental analyses, and conducted extensive public engagement to identify a revised route and project concept. In fall 2025, the Purple Line Project was renamed the METRO Bronze Line BRT (Bronze Line Project) to better communicate the changes to the Project with the public. In December 2025, the Metro Purple Line BRT Corridor Management Committee approved the revised Locally Preferred Alternative, realigning the Purple Line Project's route to Maryland and White Bear Avenues in Saint Paul and Maplewood. The METRO Bronze Line Project supports Ramsey County's Intergenerational Wealth and Economic Justice strategic priority by improving access to reliable transit, employment, education, services, and economic opportunities for residents along the corridor, while investing in infrastructure that strengthens connections between communities and supports long-term economic vitality.

The Bronze Line Project utilizes a fully locally funded delivery strategy allowing it to advance independent of the FTA's CIG Program. Under this approach, Ramsey County is responsible for roadway reconstruction and corridor infrastructure improvements, while the Metropolitan Council is responsible for transit stations, transit systems, environmental activities, right-of-way support, and transit operations. On November 25, 2025, staff presented the revised project delivery strategy and fully locally-funded approach at a Ramsey County Board Workshop. Staff also provided an overview of the proposed Capital Grant Agreement for Engineering during the August 4, 2026, Board Workshop.

The proposed Capital Grant Agreement for Engineering (CGA) implements the fully locally-funded delivery strategy by establishing the funding, roles, responsibilities, and governance framework for the Metropolitan Council's engineering activities. The CGA provides funding for \$32,550,000 in engineering activities, including

final design, environmental review, right-of-way support, utility coordination, project management, and other activities necessary to advance the project toward construction. Under the CGA, Ramsey County and the Ramsey County Regional Railroad Authority, collectively Ramsey County will provide a maximum grant amount of \$22,245,000, and the Metropolitan Council will provide a Council Share Amount of \$10,305,000. Upon execution, the CGA will supersede the existing Purple Line Capital Grant Agreement and its amendments, establishing a new CGA that reflects the Bronze Line Project scope, delivery strategy, and engineering funding approach.

The CGA is the first of three major interagency agreements supporting delivery of the Bronze Line Project. A Cooperative Project Delivery Agreement (CPDA) is anticipated in late 2026 and will establish the governance framework, roles, responsibilities, and decision-making processes for coordinated project delivery through design. Prior to construction, a separate Capital Grant Agreement for Construction will be presented to establish the funding commitments for construction activities.

County Goals (Check those advanced by Action)

Well-being ☒ Prosperity ☒ Opportunity Accountability

Racial Equity Impact

The METRO Bronze Line BRT Project serves a racially and economically diverse corridor where 61% of residents identify as Black, Indigenous, or People of Color (BIPOC). Approximately 17% of households do not have access to a vehicle, 20% of residents live in poverty, 11% are seniors, 38% are children, youth, or young adults, 13% live with a disability, and 18% have limited English proficiency.

The METRO Bronze Line BRT Project will improve access to reliable, frequent, and high-quality transit for residents who depend on public transportation to reach employment, education, health care, shopping, and other essential destinations. The corridor includes multiple Areas of Concentrated Poverty where a majority of residents are Black, Indigenous, and People of Color, as well as other neighborhoods experiencing increasing racial and economic diversity. By improving transit connections to regional employment centers, community destinations, parks, and the broader transit network, the project supports more equitable access to opportunities for corridor residents.

Community Participation Level and Impact

The METRO Bronze Line BRT Project has maintained an extensive communication and public engagement program throughout project development. The Metropolitan Council, Metro Transit, and Ramsey County have collaborated to engage corridor residents, businesses, community organizations, elected officials, and transit riders to inform project decisions and build a transit investment that reflects community priorities.

Public engagement has included corridor-wide outreach, community meetings, stakeholder briefings, pop-up events, business engagement, digital communications, surveys, and coordination with advisory committees. Project partners have made a concerted effort to engage communities that have historically been underrepresented in transportation planning, including Black, Indigenous, and People of Color (BIPOC) communities, low-income residents, people with limited English proficiency, people with disabilities, older adults, youth, and transit-dependent populations.

Community feedback played a significant role in the Route Modification Study and the evaluation of alternatives that resulted in the selection of the White Bear Avenue corridor as the revised Locally Preferred Alternative. As the project advances into engineering, Ramsey County and the Metropolitan Council will continue implementing a coordinated public engagement program to provide project updates, seek stakeholder input on design refinements, and maintain ongoing communication with corridor communities throughout project delivery.

☒ Inform Consult Involve Collaborate Empower

Fiscal Impact

Approval of the Capital Grant Agreement for Engineering authorizes the Ramsey County Regional Railroad Authority and Ramsey County, collectively Ramsey County to provide a maximum grant amount of \$22,245,000 to the Metropolitan Council to fund its engineering activities for the METRO Bronze Line BRT Project. The Metropolitan Council will provide a Council Share Amount of \$10,305,000, for a total of \$32,550,000 in engineering activities under the agreement.

Funding for the Ramsey County commitment is available within the Public Works Multimodal Capital Improvement Program and is consistent with the Ramsey County Regional Railroad Authority and Ramsey County approved capital budgets and the fully locally funded delivery strategy for the METRO Bronze Line BRT Project. Funding does not impact the general property tax levy. No additional Ramsey County Regional Railroad Authority or Ramsey County funding is requested through this action.

Last Previous Action

On August 4, 2026, the Ramsey County Board of Commissioners received a workshop on the proposed Capital Grant Agreement for Engineering, including an overview of the agreement, project governance, and next steps for advancing the METRO Bronze Line BRT Project into Engineering.

On November 26, 2024, the Ramsey County Board of Commissioners approved the Second Amendment to the Capital Grant Agreement for the Project Development Phase of the METRO Purple Line BRT Project (Resolution B2024-254).

Attachments

1. METRO Bronze Line Capital Grant Agreement for Engineering

CAPITAL GRANT AGREEMENT FOR ENGINEERING

of the

METRO BRONZE LINE BUS RAPID TRANSIT PROJECT

WITH THE METROPOLITAN COUNCIL

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

Table of Contents

RECITALS	4
Article I DEFINITIONS	6
Section 1.01 Defined Terms	6
Article II GRANT	9
Section 2.01 Grant of Monies	9
Section 2.02 Term of Grant Agreement	9
Section 2.03 Use of Grant Proceeds	9
Section 2.04 Extension of Grant Activity Period	10
Section 2.05 Requirements for the Grant Project	10
Section 2.06 Council Representations and Warranties	11
Section 2.07 Council Covenants	11
Section 2.08 County's Grant Project Shares and Approvals	12
Section 2.09 Termination or Modification for Lack of Funds	12
Section 2.10 Grant Not a Loan	14
Section 2.11 Reimbursement of the County	14
Section 2.12 Council's Share of the Grant Project	14
Section 2.13 Reconciliation and Final Report	14
Article III DISBURSEMENT OF GRANT PROCEEDS	16
Section 3.01 Disbursements	16
Section 3.02 Disbursement Requests	16
Section 3.03 Condition Precedent to Any Disbursement	16
Section 3.04 County Not Liable	17
Article IV ACQUISITION OF REAL PROPERTY	18
[Intentionally left blank]	
Article V PROJECT DECISION BOARD	19
Section 5.01 Board Establishment	19
Section 5.02 Composition	19
Section 5.03 Procedure	19
Section 5.04 Powers	19
Section 5.05 Integrated Project Acknowledgment	20
Article VI FINANCIAL OVERSIGHT	22
Section 6.01 Contingency Management	22
Section 6.02 Indemnification	22
Section 6.03 Project Shutdown Obligations	22
Article VII EVENTS OF DEFAULT AND REMEDIES	23
Section 7.01 Events of Default	23
Section 7.02 Notice of Event of Default and Opportunity to Cure	23
Section 7.03 Remedies	23
Article VIII GENERAL PROVISIONS	25
Section 8.01 Records Keeping and Reporting	25
Section 8.02 Data Practices	25

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

Section 8.03 Non-Discrimination	25
Section 8.04 Liability	25
Section 8.05 Relationship of the Parties.....	25
Section 8.06 Contract Administration	26
Section 8.07 Notices	26
Section 8.08 Binding Effect and Assignment or Modification	27
Section 8.09 Waiver	27
Section 8.10 Choice of Law and Venue	27
Section 8.11 Severability	27
Section 8.12 Counterparts	28
Section 8.13 Supplemental Reports	28
Section 8.14 Survival of Obligations	28
Section 8.15 Acknowledgement of County Funding for the Project	28
Section 8.16 Alternative Dispute Resolution	28
Section 8.17 Compliance with Laws	29
Section 8.18 Use of Contractors	29
Section 8.19 Incorporation of Recitals and Exhibits	30
Section 8.20 No Waiver.....	30
Section 8.21 Supremacy of this Agreement	30
EXHIBITS	
EXHIBIT A – Project Description	32
EXHIBIT B – Grant Project Description	37
EXHIBIT C – Grant Disbursement Schedule and Procedure	40
EXHIBIT D – Project Decision Board Operating Procedures	44

**CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE
LINE BUS RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL**

THIS AGREEMENT is entered into between Ramsey County, a political subdivision of the State of Minnesota, and Ramsey County Regional Railroad Authority, a political subdivision of the State of Minnesota, (collectively, the County), and the Metropolitan Council, a political subdivision of the State of Minnesota (the Council); the County and the Council, each individually a “Party” and collectively, the “Parties”.

RECITALS

1. The Parties are working together to develop a bus rapid transit (“BRT”) line running from downtown Saint Paul through the cities of Saint Paul and Maplewood, connecting with the METRO Green Line, METRO G line, and METRO Gold Line. This project (formerly known as the Purple Line) will be referred to herein as the “METRO Bronze Line Bus Rapid Transit Project” or the “Project”.
2. The Parties intend that the County will have primary responsibility for the design of roadway, project controls, and related corridor infrastructure elements of the Project, and that the Council, acting through Metro Transit, will have primary responsibility for the design of transit stations, transit facilities, systems, environmental review under Minnesota Environmental Policy Act (MEPA), and operations-related elements of the Project, with the Parties coordinating as necessary to support delivery of the Project as an integrated capital investment. The Council will be solely responsible for all costs associated with operating and maintaining the Project, including capital maintenance.
3. The METRO Bronze Line Bus Rapid Transit Project will be delivered as one integrated capital project through two separate but coordinated engineering and project management contracts, including a contract entered into and administered by the County and a contract entered into and administered by the Council, acting through Metro Transit, together with a separate strategic communications, public outreach, and engagement contract entered into and administered by the County to support coordinated project delivery.
4. The Parties intend to advance the Project in a manner that provides cost, schedule, and scope certainty appropriate to the level of public investment, including the establishment of a defined project cost and schedule control point at completion of sixty percent (60%) design, and further intend that the completed Project support the provision of long-term, high-quality bus rapid transit service within the Project corridor consistent with an adopted transit service plan.

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

5. Pursuant to Minnesota Statutes, Section 297A.993, Ramsey County enacted a sales and use tax and an excise tax on motor vehicles for the purpose of funding operating and capital costs of transit and transportation projects and improvements and adopted a Sales and Use Transportation Tax Implementation Plan, designating the projects eligible to receive such funding, including the METRO Bronze Line Bus Rapid Transit Project, formerly known as the “Purple Line”.
6. Ramsey County Regional Railroad Authority (RCRRA) has the authority pursuant to Minnesota Statutes, Chapter 398A, to levy property taxes and appropriate such funds to state and local government for the purpose of developing bus rapid transit projects.
7. Pursuant to Minnesota Statutes, Section 297A.9915, the Council has enacted a regional transportation sales and use tax for the purposes of funding transit consistent with Minn. Stat. § 473.4465.
8. The County and the Council entered into a Capital Grant Agreement (“First CGA”) for the Project Development Phase for the period December 9, 2021, through December 3, 2023; and amended the Agreement to continue work on the project while out of the Federal program and to extend the term to December 31, 2025 and further amended the Agreement to extend the term and the Second Grant Activity Period through September 30, 2026.
9. The Council has requested funding for the completion of Engineering in an amount not to exceed \$9,027,843 for the initial Grant Activity Period with a total Maximum Grant Project Amount not to exceed \$22,245,000.

NOW THEREFORE, IN CONSIDERATION of the Grant described and other provisions in this agreement, the Parties to this Agreement agree as follows.

ARTICLE I DEFINITIONS

SECTION 1.01 DEFINED TERMS. As used in this Agreement, the following terms shall have the meanings set out respectively after each such term (such meanings to be equally applicable to both the singular and plural forms of the terms defined), unless the context hereof specially indicates otherwise:

“Agreement” means this Capital Grant Agreement for Engineering of the METRO Bronze Line.

“Appraisal Services Master Contract” means a future Council-procured master appraisal services contract under which the County may request the Council to issue Grant Project funded work orders under this Agreement and in which the County will be named a third party beneficiary with contract enforcement rights for Grant Project-related work and for which the County will bear all responsibility and expenses for any enforcement of its rights under and in any disputes with any such procured service provider.

“Baseline Cost Estimate” means the total cost of the Integrated Project.

“County’s Contract Administrator” means Ramsey County METRO Bronze Line Project Manager or such other person as may be designated from time to time by the County to administer this Agreement for the County.

“County’s Designee” means the Ramsey County Multimodal Section Manager or such other person designated from time to time by the County to act on its behalf under this Agreement for the County, notice in accordance with Section 8.07.

“Council Contract Administrator” means the Metro Transit METRO Bronze Line Project Manager or such other person as may be designated from time to time by the Council to administer this Agreement for the Council.

“Council’s Designee” means the Metro Transit Deputy General Manager for Planning and Capital Programs or such other person designated from time to time by the Council to act on its behalf under this Agreement for the Council, noticed in accordance with Section 8.07.

“Cross-Contract Interface” means any point at which scope, schedule, cost, assumptions, or deliverables under one contract may affect or be affected by scope, schedule, cost, assumptions, or deliverables under another Project-related contract.

“Disbursement” means payments to the Council as part of the Grant in accordance with Article III of this Agreement and Exhibit C, as it may be amended from time to time.

“Effective Date” shall be the earlier of September 30, 2026 or the date of last signature of this Agreement.

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

“Engineering” means the engineering, design, and environmental work, as well as certain professional services relating to the acquisition of real estate, as described in Exhibit B, “Grant Project.”

“Grant” means the money provided by the County to the Council pursuant to this Agreement.

“Grant Activity Period” means the initial period beginning on the Effective Date and ending on December 31, 2027, and each subsequent twelve-month period funded pursuant to the County’s annual budget process, or as may be extended pursuant to Section 2.04.

“Grant Project” Means the use for which the Grant is made, as described in Exhibit B.

“Grantee” means Metropolitan Council (the Council) and its successors and assigns.

“Integrated Master Project Schedule” means a comprehensive consolidation of all tasks, milestones and dependencies of the Integrated Project into a single unified timeline.

“Integrated Project” means the coordinated planning, design, right-of-way acquisition, construction, and implementation of the Project across multiple contracts and responsible parties, delivered as a single capital investment.

“Proposed Levels of Service” means the hours of service and the service headways set forth in Exhibit A, “Project Description.”

“Maximum Grant Project Amount” means the maximum amount of the grant awarded under this Agreement as set forth in Section 2.01 A.

“Party or Parties” means the County, or the Council, individually or together, as the context of the Agreement requires.

“Project” means that certain proposed Project commonly referred to as the METRO Bronze Line Bus Rapid Transit (BRT) Project, an approximately 9.8-mile bus rapid transitway line that will connect downtown Saint Paul to Maplewood Transit Center. A description of the Project is set forth in Exhibit A, “Project Description.”

“Project Control Milestone” shall mean the scope, schedule and cost estimate prepared at the 60% level of design approved by the PDB pursuant to Section 5.04.

“Project Decision Board” or “PDB” means the joint decision-making body established pursuant to Article V of this Agreement.

“RCRRA” means the Ramsey County Regional Railroad Authority.

“Real Estate Services Master Contract” means a future Council procured master contract for real estate related services under which the County may request the Council to issue Grant Project funded work orders under this Agreement and in which the County will be named a third party beneficiary with contract enforcement rights for Grant Project-related work and for which the County will bear all responsibility and expenses for any

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

enforcement of its rights under and in any disputes with any such procured service provider.

ARTICLE II GRANT

SECTION 2.01 GRANT OF MONIES

- A. The County agrees to grant the Maximum Grant Project Amount of \$22,245,000 to the Council for the Grant Project.
- B. The County agrees to provide \$9,027,843 for the initial Grant Activity Period beginning on the Effective Date through December 31, 2027. Grant funds provided in subsequent years will be established as a part of the County's annual budget process set forth in and incorporated through amendment to this agreement. In no event shall the sum of the annual grant amounts exceed the Maximum Grant Project Amount.
- C. The Grant is provided for the purpose of advancing the Project in accordance with this Agreement, including the performance of engineering, project management, and environmental review necessary to support delivery of the Grant Project consistent with available funding and approved scope as set forth in Exhibit B.
- D. In no event will the County's obligation under this Agreement exceed the Maximum Grant Project Amount as a result of cost overruns or otherwise. Nothing in this Agreement shall be construed as an obligation of the County to increase the Maximum Grant Project Amount or to fund Project costs in excess of the Maximum Grant Project Amount.

SECTION 2.02 TERM OF GRANT AGREEMENT. The term of this Agreement begins on the Effective Date and shall terminate on December 31, 2029 unless earlier terminated as provided in section 2.09 herein.

SECTION 2.03 USE OF GRANT PROCEEDS. The Council agrees to perform and complete in a satisfactory manner the Grant Project, all as set forth in Exhibit B. The Council shall use the proceeds of the grant only for the purposes and consistent with the amount stated in Exhibit C. The Council shall not use the proceeds of the Grant for operating assistance for transitways, any other working capital expenses, or for any other purposes not identified in Exhibit B. The Council shall comply with all contractual and other requirements necessary to maximize matching funds, if any, identified by the Council for the Grant Project and the Project, as identified in section 2.12. In prior consultation with the County's Designee, the Council may reallocate funds among the standardized cost categories referenced in the Grant Project budget as shown in Exhibit B, provided, however, that any such reallocation shall be consistent with the County's contingency management requirements and other conditions identified. Grant proceeds may not be used for activities outside the approved Grant Project scope without prior written approval by the County.

SECTION 2.04 EXTENSION OF GRANT ACTIVITY PERIOD. Upon written request of the Council's Designee, a Grant Activity Period may be extended in writing by the County's Designee. At the end of the Grant Activity Period, including any extension, the County's obligation to continue to fund the Grant shall terminate, except as may be provided in sections 2.01 or 2.09.

SECTION 2.05 REQUIREMENTS FOR THE GRANT PROJECT. The Council agrees to comply with the following requirements:

- A. The Council will not make any final governmental decisions for Engineering activities, including use of Grant funds for those activities, until any necessary environmental review, including any amendments, supplements, or other required changes to the environmental documentation, has been completed.
- B. The Council shall provide to the County all information necessary for the County to provide fiscal oversight of the use of Grant funds, including the following:
 - 1. Monthly reports for the Grant Project that identify (i) expenditure activities and budget status, (ii) project change orders proposed, in-progress, and executed, and (iii) Engineering progress and schedule;
 - 2. Monthly report on anticipated risk to Grant Project scope and schedule arising out of Engineering;
 - 3. Upon request, copies of invoices and supporting documentation submitted by Project contractors;
 - 4. Upon request, any information generated by Council Project contractors, including copies of progress reports;
 - 5. Upon request, documentation identifying sources and uses of the Parties funding share and quarterly actual expenditures as compared to budget; and
 - 6. Any other requests for information as needed by the County.
- C. The Council shall jointly develop a schedule with the County for the review of all related documentation and shall provide such documentation to the County in accordance with the agreed upon schedule.
- D. The Council agrees to include the County in Grant Project decision-making activities under this Agreement as delineated in this Article and Article V. The Council will invite designated representatives from the County to participate in the Project meetings and activities, including, but not limited to all Project committee meetings and coordination meetings with the cities and interest groups. The Council staff will coordinate with the County's Contract Administrator with respect to all requests for actions from the Project Decision Board, Parties or the County relating to the Grant Project.

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

- E. The Council and the County shall manage the Project as an integrated capital project, including maintaining a coordinated Project budget and schedule encompassing all Project components and contracts.
- F. Following establishment of the Project Control Milestone at sixty percent (60%) design, any material changes to the Integrated Project scope, cost, or schedule shall be subject to review and approval in accordance with this Agreement.
- G. Reports relating to scope, schedule, and budget shall be shared with the County and shall include information relating to the following:
 - 1. The Project Management Plan and any updates;
 - 2. The Financial Plan and any updates;
 - 3. The Risk and Contingency Management plan and any updates;
 - 4. Each new full revision to the Integrated Master Project Schedule; and
 - 5. Any other report or information relating to Project scope, schedule, and budget as requested by the County or the Council's Designee.

SECTION 2.06 COUNCIL REPRESENTATIONS AND WARRANTIES. The Council represents and warrants to the County as follows:

- A. It has legal authority to enter into, execute, and deliver this Agreement, it has taken all actions necessary to its execution and delivery of this Agreement, and it has the legal authority to perform the Project.
- B. This Agreement is a legal, valid, and binding obligation of the Council, enforceable against the Council in accordance with its terms.
- C. To the best of the Council's knowledge after due search inquiry, the Council has made no materially false statement or misstatement of fact in connection with its receipt of the Grant and all of the information it previously submitted to the County relating to the Grant or the disbursement of any of the Grant is true and correct.
- D. To the best of the Council's knowledge after due search inquiry, it is not in violation of any provisions of the laws of the State of Minnesota, no actions, suits, or proceedings are pending before any judicial body or governmental authority against or affecting it relating to the Grant Project, and it is not in default with respect to any order, writ, injunction, decree, or demand of any court or any governmental authority that would impair its ability to enter into this Agreement or to perform any of the acts required of it in this Agreement.
- E. Neither the execution and delivery of this Agreement, nor compliance with any of the terms, conditions, requirements, or provisions contained herein, is prevented by, is a breach of, or will result in a breach of, any term, condition, or provision of any agreement or document to which it is now a party or by which it is bound.

SECTION 2.07 COUNCIL COVENANTS. The Council covenants with the County as follows:

- A. It will comply with all of the terms, conditions, provisions, covenants, requirements, and warranties contained in this Agreement.
- B. It will make no materially false statement or misstatement of fact in connection with its receipt of the Grant, and all of the information it submits to the County relating to the Grant or the disbursement of any of the Grant will be true and correct.
- C. It will use the Grant solely for expenditures to perform and complete the Grant Project or to pay for the completion of the Grant Project.
- D. The Grant Project will be performed and completed in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Grant Project.
- E. It has complied or will comply with the Council share requirement contained in Section 2.12.
- F. It will provide such satisfactory evidence regarding the representation and warranties described herein as may be reasonably required and requested in writing by the County.

SECTION 2.08 COUNTY'S GRANT PROJECT SHARES AND APPROVALS

- A. The County will use good faith efforts to provide the Grant.
- B. The County's approvals required under this Agreement will not be unreasonably withheld and the County approval decisions will not be unduly delayed.

SECTION 2.09 TERMINATION OR MODIFICATION FOR LACK OF FUNDS

- A. The Grant under this Agreement is subject to the availability and provision of funding from proceeds of taxes authorized by Minnesota Statutes, Section 297A.993 and 398A.04, subd 8. If at any time these tax revenues available to the County are projected to be less than necessary to meet the County's financial commitments, then the County:
 - 1. Shall as soon as practicable notify the Council in writing of such situation; and
 - 2. May request an amendment to the payment schedule called for under this Agreement, or an amendment to reduce the Maximum Grant Amount, or cancel this Agreement.
- B. Within 30 days after giving notice as provided for in Paragraph A of this Section, the County shall meet with the Council to discuss potential changes in the scope

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

of the Grant Project and/or disbursement schedule that would allow the Grant Project to go forward in a modified form or to wind down the Grant Project.

- C. Upon receipt of the County's notice of an amendment of the payment schedule, reduction of the Maximum Grant Amount, or cancellation of the Agreement, unless mutually agreed upon by the parties, the Council shall take all actions necessary to discontinue further commitments of funds to the extent they relate to this Agreement or the portions of this Agreement for which funding has become unavailable. If the parties do not agree on the potential changes within the 30-day period, either Party may initiate the alternative dispute resolution process set forth in Section 8.16. If the alternative dispute resolution process does not result in an outcome satisfactory to the Parties and the County cancels this Agreement, the project shutdown obligations in Section 6.03 will apply.
- D. The Council shall immediately notify the County of any change in circumstances indicating that the Council will not receive anticipated funding sources identified in Section 2.12, if any. In such event, the County may cancel the Grant and this Agreement, unless the Council provides satisfactory evidence to the County that it will receive substitute funding for completion of the Grant Project.
- E. Notwithstanding any other provisions of this Agreement to the contrary, if the County cancels this Agreement, the Council shall not be obligated under this Agreement to complete the Grant Project or complete the Project; or to fulfill any obligations under this Agreement, except those obligations which by their nature must survive in order to give effect to their meaning, including:
 - 1. Section 2.03: Use of Grant Proceeds;
 - 2. Section 2.05.B: Monthly reporting;
 - 3. Section 2.09.F: The Council's payment commitments;
 - 4. Section 2.09.G: No penalties or costs due to contract termination;
 - 5. Section 2.11 Reimbursement of County;
 - 6. Section 2.13: Reconciliation and Final Report;
 - 7. Section 3.04: County Not Liable;
 - 8. Section 6.01 Contingency Management;
 - 9. Section 6.02: Indemnification;
 - 10. Section 6.03: Project Shutdown Obligations;
 - 11. Section 8.01: Record keeping and reporting;
 - 12. Section 8.04: Liability;
 - 13. Section 8.05: Relationship of the parties;
 - 14. Section 8.06: Contract administration;
 - 15. Section 8.10: Choice of law and venue;
 - 16. Section 8.13: Supplemental reports;
 - 17. Section 8.15: Acknowledgment of County Funding for the Project; and
 - 18. Section 8.18: Use of Contractors

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

- F. Notwithstanding any amendment, reduction, or cancellation under this Section 2.09 because of lack of County funds, the County shall allow the Council to use any disbursed Grant funds for any amounts that were actually expended by the Council for the Grant Project prior to receipt of County's notice as provided for in the above paragraph, and for amounts owed to the Council's consultants, contractors, subcontractors, suppliers, and others for completed and acceptable work that has either not been invoiced to the Council or actually paid by the Council as of the time of the notice.
- G. Notwithstanding any provisions in this Agreement, the County shall not be assessed nor pay any costs incurred to litigate, arbitrate, resolve, or settle any penalties, claims, costs, losses, or damages demanded due to termination of any contracts, relating to the Grant Project, with consultants, contractors, subcontractors, suppliers and others (including without limitation attorney's fees, experts fees and charges, including engineers, architects, and other professionals, in preparation for settlement or trial or for testimony, and all court or arbitration or other dispute resolution costs).

SECTION 2.10 GRANT NOT A LOAN. The Grant is not intended to be a loan.

SECTION 2.11 REIMBURSEMENT OF THE COUNTY. Within 60 days of the receipt of written demand, the Council shall reimburse the County for the following:

- A. Any funding provided by the County for which the Council's books, records, and other documents are not sufficient to substantiate that those amounts were used by the Council to perform the Grant Project.
- B. Any amount paid by the County for Grant Project costs that either duplicate costs covered by other specific grants or agreements, or costs determined by the County to be non-eligible under the provisions of this Agreement.
- C. Any amount identified as a financial audit exception.
- D. Any amount in excess of the Maximum Grant Amount to be returned to the County pursuant to Section 2.01 of this Agreement.
- E. Any amount to be refunded to the County pursuant to Section 2.13 of this Agreement.
- F. Any interest earnings generated by funds the County provides to the Grant Project.

SECTION 2.12 COUNCIL'S SHARE OF THE GRANT PROJECT. The Council shall obtain and supply funds for the completion of the Grant Project, in the amount of \$10,305,000, as set forth in Exhibit C.

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

Any funds intended to meet the above requirement must either be in the form of (i) cash monies, (ii) legally binding commitments for money, or (iii) equivalent funds or contributions that have been or will be used to complete or pay for the Grant Project.

SECTION 2.13 RECONCILIATION AND FINAL REPORT.

- A. Within six months of completion of Engineering or termination of the Grant Project, the Council shall provide a preliminary written financial report of all expenditures made by the Council for the Grant Project, the amounts and sources of all funds received from any source for the Grant Project (including interest earnings thereon), the amount of disbursed but unexpended funds remaining pursuant to this Agreement, and a preliminary estimate of the refund owed, if owed.
- B. The Council shall certify and provide a final written report of all expenditures made for the Grant Project, the amounts and sources of all funds received for the Grant Project (including interest earnings on Project Funds), the amount of these amounts are subject to verification by the County and/or independent audit. This verification process shall not be deemed to supersede the dispute resolution process in Section 8.16.
- C. The written reports required in this Section shall be made in the format and at a level of detail requested by the County after consultation with the Council.

ARTICLE III DISBURSEMENT OF GRANT PROCEEDS

SECTION 3.01 DISBURSEMENTS. Subject to the conditions set forth in Exhibit C, the County agrees to make timely Disbursements from the Grant to the Council from time to time in an aggregate total amount less than or equal to the Maximum Grant Project Amount.

In consultation with the Council's Designee, Exhibit C may be revised by the County's Designee in accordance with the Agreement. The County's Contract Administrator will review the disbursement schedule in Exhibit C at least quarterly. If the County's Contract Administrator finds that forecasted expenditures are likely to be significantly less than approved Grant disbursement schedule, the County or the County's Designee may reduce the Maximum Grant Amount accordingly. In no event, however, will the County's Designee increase the Maximum Grant Project Amount.

SECTION 3.02 DISBURSEMENT REQUESTS. In order to receive a Disbursement of a portion of the Grant, the Council shall submit to the County's Contract Administrator a disbursement request in accordance with Exhibit C and duly executed on behalf of the Council by the Council's Contract Administrator ("Disbursement Request"). Disbursement Request amounts shall be for sums no greater than the monthly amounts identified in Exhibit C, and made for no sooner than the anticipated schedule of Disbursements set forth in Exhibit C.

At the time of submission of each Disbursement Request the Council shall submit to the County such supporting evidence as may be requested by the County to substantiate all expenditures that are to be paid using Grant funds to be provided pursuant to the relevant Disbursement Request. The County's Designee, in consultation with the County's Contract Administrator, may withhold or reduce the Disbursement amount if (i) the Council's cash balance exceeds the amount to be disbursed in any given month and project activities expenditures are estimated to be within the amount of the available cash balance, or (ii) the Council fails to provide evidence reasonably necessary and sufficient to support the Disbursement Request, as determined by the County's Contract Administrator.

If the Council has complied with all requirements of this Agreement and the County, acting through the County's Contract Administrator, approves the relevant Disbursement Request, then the County shall approve the Disbursement Request and authorize the payment to the Council.

SECTION 3.03 CONDITION PRECEDENT TO ANY DISBURSEMENT. The obligation of the County to make any Disbursement hereunder shall be subject to the following conditions precedent:

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

- A. Prior to the first Disbursement, the County shall have received evidence, in form and substance acceptable to the County, that (i) the Council has legal authority to and has taken all actions necessary to enter into this Agreement, (ii) this Agreement is binding on and enforceable against the Council, and (iii) the Council has fulfilled such other terms as set forth in Section 2.12 and Exhibit C.
- B. If the Council becomes aware of any material change in circumstances which would render the information in Paragraph A above incorrect, the Council shall notify the County of such change in circumstances within ten business days of becoming aware of such change in circumstances or prior to the next Disbursement Request, whichever is earlier.
- C. For all Disbursements:
 - 1. The County shall have received a Disbursement Request for such disbursement specifying the amount of Grant funds being requested, which amount when added to all prior requests for disbursements shall not exceed the Maximum Grant Amount set forth in Section 2.01.
 - 2. No Event of Default under this Agreement or event which would constitute an Event of Default but for the requirement that notice be given or that a period of grace or time elapse shall have occurred and be continuing.
 - 3. The Council has supplied to the County all other items that the County may reasonably require.

SECTION 3.04 COUNTY NOT LIABLE. Subject to Section 2.09, if applicable, the County is not liable to the Council for costs, claims, damages, consequential damages, or liabilities of any nature or kind for the Council's failure to use Grant funds in accordance with the terms of this Agreement and the terms of any contract entered into by the Council for the Grant Project.

ARTICLE IV ACQUISITION OF REAL PROPERTY

[INTENTIONALLY LEFT BLANK]

ARTICLE V PROJECT DECISION BOARD

SECTION 5.01 Board Establishment. Within 90 days of the Effective Date, the Parties shall establish a Project Decision Board to perform such duties as assigned to it by this Agreement.

SECTION 5.02 Composition. The PDB shall be composed of the following members: Two members of the Metropolitan Council appointed by the Council; two Ramsey County Commissioners appointed by the County; one Ramsey County Regional Railroad Authority Commissioner appointed by the Ramsey County Regional Rail Authority. Each Party may also appoint alternates.

SECTION 5.03 Procedure. The PDB shall adopt bylaws (PDB Bylaws) to provide for its efficient operation and the effective performance of its duties. Following the adoption of the PDB Bylaws by the PDB, the Parties agree that the PDB Bylaws will be incorporated into the Agreement as Exhibit D, notwithstanding the requirements of Section 8.08. Such bylaws shall provide for election of officers, the keeping of records, parliamentary procedures, execution of any duty assigned to the PDB by this Agreement, and any other subject within the authority of the PDB, except that all such bylaws shall be consistent with and subject to this Agreement, and to any applicable law. In all cases, an affirmative vote of the PDB requires at least one vote in favor from an appointee of the Metropolitan Council and at least two votes in favor from an appointee of the County.

SECTION 5.04 Powers. The PDB shall have the following powers, responsibilities, and duties:

- A. To approve or authorize negotiation and execution of Project agreements, contracts, amendments, and change orders, as well as the acquisition of right of way, occurring after the establishment of the PDB. The Parties shall execute no agreement, contract, contract amendment, or change order providing for the use of more than \$150,000 in Project funds without the prior approval of the PDB.
- B. To authorize the issuance of requests for proposals and invitations for bid for the following contracts: (a) the civil construction contracts, (b) the systems contract (if separately procured), (c) landscaping contract, (d) vehicle purchase, and (e) any other contracts to be paid using project funds. The County and Council shall issue no invitation for bid or request for proposals for these contracts without the authorization of the PDB.
- C. To review and approve the scope, schedule, and budget of the Project and any changes thereto at 30%, 60% and 90% design levels.

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

- D. To conduct an in-depth review of the Project at the Project Control Milestone and to establish a Baseline Cost Estimate, schedule and scope of the Project. Based on its review, the PDB shall determine whether to: approve the Project baseline scope, schedule and cost estimate; authorize advancement into final design; and/or establish any conditions or required actions prior to advancement into final design. The Parties shall not adopt or change the approved 60% baseline scope, schedule and cost estimate of the Project without the approval of the PDB.
- E. To advise on policy matters arising in the community engagement process.
- F. To consider any issues mutually brought to the PDB by the County and Council Designees pursuant to Section 5.05.
- G. To resolve disputes that remain unresolved after consideration by the Senior Management Team. If the PDB is unable to resolve the dispute, the Parties will attempt to resolve the dispute pursuant to Section 8.16.
- H. To consider any matter deemed appropriate by the PDB.

SECTION 5.05 Integrated Project Acknowledgment. The Parties acknowledge that the Project is an Integrated Project delivered through multiple, coordinated contracts and that the majority of Project decisions are appropriately addressed through staff-level coordination and senior staff resolution. To facilitate joint decision-making relating to the Integrated Project and Cross-Contract Interface, the parties will establish a project management team and a senior management team with the following responsibilities:

- A. The Project Management Team will be responsible for day-to-day Project management, design development, technical coordination, and resolution of technical issues. The Project Management team shall include the County's Contract Administrator and the Council's Contract Administrator, as well as representatives of the design consultants, financial staff and such other staff as needed as issues arise.
- B. The Senior Management Team will be responsible for issues that arise that are material in nature and have broader policy implications for the Parties. The Senior Management Team shall include the County's Designee and the Council's Designee, as well as such other executive level staff as needed, including legal counsel. The Senior Management Team shall also be responsible for resolving disputes arising in the delivery of the Integrated Project and Cross-Contract Interface that were not resolved by the Project Management Team.
- C. The Project Management Team and the Senior Management Team shall make good faith efforts to resolve all disputes in accordance with the terms of this Agreement and adopted policies of the Parties and the PDB (including the approved scope, schedule and budget for the Project.) In the event that the Senior

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

Management Team is unable to resolve a dispute, the Senior Management Team shall request the PDB to consider the issue and approve any resolution.

The County's Designee and the Council's Designee may bring key decisions on significant aspects of the project to the Project Decision Board (PDB) for mutual agreement. The Council and the County will timely share information such that staff and policy makers can implement this cooperative approach.

ARTICLE VI FINANCIAL OVERSIGHT

SECTION 6.01 CONTINGENCY MANAGEMENT. Excess funds resulting from low bids shall be deposited in the unallocated contingency. These funds and all other Grant Project funds must be managed pursuant to the change control and financial oversight processes established by the County. Such oversight shall include, but not be limited to, the PDB and the PDB Operating Procedures as adopted by the PDB, to be incorporated into this Agreement upon adoption by the PDB without further action by the Parties and to be contained in Exhibit D, as may be amended from time to time. Such oversight shall include, but not be limited to, review and approval of the project costs and budget at the 30%, 60%, and 90% levels of design.

SECTION 6.02 INDEMNIFICATION. Except to the extent caused by the County's acts or omissions and subject to and limited by Minn. Chap. 466 and any other applicable law, the Council agrees to defend, indemnify and hold harmless the County, its members, officers, employees and agents, from and against all losses, damages, expenses, liability, claims, suits, or demands including attorney's fees arising out of, resulting from, or relating to the performance of the Grant Project by the Council or Council's employees, agents, or contractors. The Council's obligation herein is not a Grant Project cost to be paid by the County.

SECTION 6.03 PROJECT SHUTDOWN OBLIGATIONS.

- A. Project Shutdown Prior to Revenue Service. If the Grant Project is cancelled or otherwise discontinued prior to revenue service, the following are Project costs that may be paid from Grant funds, but must be actual and verifiable costs incurred by the Council for activities authorized in this Agreement:
1. Contractual encumbrances, buyouts, and other liabilities pursuant to contracts with the Council as approved by the County (the Council must not enter into or extend any contracts agreeing to buyout, restoration obligations, penalties, or other shutdown liabilities in excess of actual and verifiable expenses without the consent of the County or the Council's Designee);
 2. Reasonable expenses of Project Office shutdown, consistent with the Council's employment policies (the County must be directly involved in decision making).

In the event that shutdown costs not covered by this Agreement are identified by the Council, the Parties agree to meet and discuss in good faith responsibility for the payment of such expenses. The Council shall make good faith efforts to mitigate expenses under this section.

ARTICLE VII EVENTS OF DEFAULT AND REMEDIES

SECTION 7.01 EVENT(S) OF DEFAULT. The following shall, unless waived in writing by the County, constitute an Event of Default under this Agreement:

- A. If any representation, covenant, or warranty made by the Council herein, in any other document furnished pursuant to this Agreement, or in order to induce the County to disburse any of the Grant, is untrue or incorrect in any material respect or materially misleading as of the time such representation, covenant, or warranty was made.
- B. If the Council fails to fully comply with any material provision, term, condition, covenant, or warranty contained in this Agreement.
- C. The Council's obligation to perform and complete the Grant Project as described in Exhibit B is contingent on the County's disbursement of Grant funds in accordance with this Agreement.

Waiver by the County of any non-compliance shall not excuse future non-compliance with the same or other provisions.

SECTION 7.02 NOTICE OF EVENT OF DEFAULT AND OPPORTUNITY TO CURE

- A. Council Notice. If the Council has obtained knowledge of the occurrence of an Event of Default, or an event that with the giving of notice or lapse of time or both would constitute an Event of Default, the Council will furnish to the County as soon as possible, but not later than 21 calendar days after obtaining such knowledge, a statement setting forth details of each Event of Default, or event that with the giving of notice or lapse of time or both would constitute an Event of Default, and the action that the Council proposes to take with respect thereto.
- B. County Notice. If the County determines that an Event of Default has occurred, it will provide the Council written notice of such Default. Upon receipt of such notice, the Council shall have thirty days in which to cure such Event of Default, or such longer period of time to which the County agrees as may be reasonably progress in curing such Event of Default (the "Cure Period"). In no event shall the Cure Period for any Event of Default exceed six months. Within ten business days after receipt of notice of an Event of Default, Council shall propose in writing the actions that the Council proposes to take, and the schedule required to cure the Event of Default.

SECTION 7.03 REMEDIES. Upon the Council's failure to cure an Event of Default within the Cure Period, the County may enforce any or all of the following remedies, as applicable:

- A. The County may refrain from disbursing the Grant, except as set forth in Section 2.09, provided, however, the County may make such a disbursement after the

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

occurrence of an Event of Default without thereby waiving its rights and remedies hereunder.

- B. If the Grant is funded in whole or in part directly from proceeds of taxes authorized by Minnesota Statutes, Sections 297A.993, or 398A.04, subd. 8, the County may demand that any portion of the Grant funded directly by said taxes that have been already disbursed to the Council to return to the County, and upon such demand the Council shall return such portion, except asset forth in Section 2.09, to the County.
- C. The County may terminate this Agreement and its obligation to provide Grant funds under this Agreement for cause by providing thirty days' written notice to the Council.

The County may enforce any additional remedies it may have in law or equity. The rights and remedies herein specified are cumulative and not exclusive of any rights or remedies that the County would otherwise possess.

Prior to the County demanding return of any portion of the Grant already disbursed to the Council, or terminating this Agreement, the County shall meet with the Council to discuss wind down of the Grant Project. Notwithstanding any provisions in this Agreement, the County shall not be assessed nor pay any costs incurred to litigate, arbitrate, resolve, or settle any penalties, claims, costs, losses or damages demanded due to termination of any contracts with consultants, contractors, subcontractors, suppliers, and others (including, without limitation, attorney's fees; all fees and charges incurred for experts, including engineers, architects, and other professionals, in preparation for settlement or trial, or for any testimony; and all court or arbitration or other dispute resolution costs).

ARTICLE VIII GENERAL PROVISIONS

SECTION 8.01 RECORDS KEEPING AND REPORTING. The Council shall maintain or cause to be maintained books, records, documents, and other evidence pertaining to the following:

- A. Costs or expenses associated with the completion of the Grant Project; and
- B. Compliance with the requirements contained in this Agreement.

The Council shall, upon request, allow or cause the entity which is maintaining such items to allow the County, auditors for the County, the Legislative Auditor for the State of Minnesota, or the State Auditor for the State of Minnesota, to inspect, audit, copy, or abstract all of its books, records, papers, or other documents relevant to the Grant. The Council shall use or cause the entity that is maintaining such books and records to use generally accepted accounting principles in the maintenance of such books and records, and shall retain or cause to be retained all of such books, records, documents, and other evidence for a period of six years from the date of close-out of the Project pursuant to Section 2.13.

SECTION 8.02 DATA PRACTICES. The Council will comply with the Minnesota Government Data Practices Act with regard to all government data collected, created, stored, maintained, and disseminated in connection with this Agreement.

SECTION 8.03 NON-DISCRIMINATION. The Council agrees to not engage in discriminatory employment practices in the completion of the Grant Project and it shall, with respect to such activities, fully comply, and cause its contractors to comply, with the applicable provisions contained in Minnesota Statutes, Chapter 363A and Minnesota Statutes, Section 181.59, as may subsequently be amended, modified, or replaced from time to time.

SECTION 8.04 LIABILITY. Except as specifically provided herein, each Party agrees that it will be responsible for its own acts and omissions, as well as the acts and omissions of its officers, employees, contractors, and volunteers, and the results thereof, to the extent authorized by law and shall not be responsible for the acts and omissions of the other Parties, their officers, employees, contractors, and volunteers, and the results thereof. The Parties expressly agree that they do not waive any limitations of liability or immunities or defenses available to them by statute or common law, in connection with activities undertaken pursuant to this Agreement.

SECTION 8.05 RELATIONSHIP OF THE PARTIES. Nothing contained in this Agreement is intended or should be construed in any manner to create or establish the relationship of co-partners or a joint venture between the Council and the County, nor shall the Council be considered or deemed to be an agent, representative, or employee of the County in the performance of this Agreement or the completion of the Grant Project and the Project. Notwithstanding the use of Grant Project funding under this Agreement for the payment of any portion of Council employees' salaries, all personnel of the Council, while engaging

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

in the performance of this Agreement or the completion of the Grant Project and the Project, shall not have any contractual relationship with the County and shall not be considered employees of the County for purposes of claims under the Workers' Compensation Act of the State of Minnesota. In addition, all claims that may arise on behalf of said personnel while so engaged, out of employment or alleged employment, including, but not limited to, discrimination against the Council or its officers, agents, contractors, or employees, shall in no way be the responsibility of the County. Such personnel shall not require nor be entitled to any compensation, rights, or benefits of any kind whatsoever from the County, including, but not limited to, tenure rights, medical and hospital care, sick and vacation leave, disability benefits, severance pay, or retirement benefits.

SECTION 8.06 CONTRACT ADMINISTRATION. The Council's Contract Administrator shall manage this Agreement on behalf of the Council and serve as liaison between the Council and the County. The County's Contract Administrator shall manage this Agreement on behalf of the County and serve as liaison between the County and the Council.

SECTION 8.07 NOTICES. In addition to any notice required under applicable law to be given in another manner, any notices required hereunder must be in writing and shall be sufficient if personally served or sent by registered or certified mail (return receipt requested), to the business address of the Party to whom it is directed. Such business address shall be that address specified below, or such different address as may hereafter be specified, by either Party by written notice to the other.

To the Council at:

Metropolitan Council Regional
Administrator
390 Robert Street North
Saint Paul, MN 55101

To the County at:

County Manager
15 W Kellogg Blvd,
205 Courthouse
Saint Paul, MN 55102

With a copy to:

Metro Transit METRO Bronze Line
Project Manager
121 7th Place East
Suite 102
Saint Paul, MN 55101

With a copy to:

Ramsey County Public Works
ATTN: Ramsey County METRO Bronze
Line Project Manager
1425 Paul Kirkwold Drive
Arden Hills, MN 55112

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

And to:

Metropolitan Council Office of General
Counsel
390 Robert Street North
Saint Paul, MN 55101

And to:

Ramsey County Attorney's Office
ATTN: RCRRA Attorney
360 Wabasha Street N
Suite 100
Saint Paul, MN 55102

SECTION 8.08 BINDING EFFECT AND ASSIGNMENT OR MODIFICATION. This Agreement shall be binding upon and inure to the benefit of the Council and the County, and their respective successors and assigns; provided, however, that the Council may not assign any of its rights or obligations under this Agreement without the prior written consent of the County. Unless provided herein, no change or modification of the terms or provisions of this Agreement shall be binding on either the Council or the County unless such change or modification is: (i) in writing, (ii) approved by their respective governing boards, and (iii) legally executed.

SECTION 8.09 WAIVER. Neither the failure of the Council or the County in any one or more instances to insist upon the complete and total observance or performance of any term or provision hereof, nor the failure of the Council or the County to exercise any right, privilege, or remedy conferred hereunder or afforded by law shall be construed as waiving any breach of such term or provision, or the right to exercise such right, privilege, or remedy thereafter. In addition, no delay on the part of either the Council or the County in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude other or further exercise thereof or the exercise of any other right or remedy.

SECTION 8.10 CHOICE OF LAW AND VENUE. All matters relating to the validity, construction, performance, or enforcement of this Agreement shall be determined in accordance with the laws of the State of Minnesota. All legal actions initiated with respect to or arising from any provision contained in this Agreement shall be initiated, filed, and venued in the State of Minnesota District Court located in the County of Ramsey, State of Minnesota.

SECTION 8.11 SEVERABILITY. If any provision of this Agreement is finally judged by any court to be invalid, then the remaining provisions shall remain in full force and effect, and they shall be interpreted, performed, and enforced as if the invalid provision did not appear herein.

SECTION 8.12 COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but such

counterparts shall together constitute one and the same instrument. This Agreement, and any other documents to be delivered in connection herewith, may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SECTION 8.13 SUPPLEMENTAL REPORTS. The Council shall promptly provide additional information and make supplemental reports to the County as may be reasonably requested by the County.

SECTION 8.14 SURVIVAL OF OBLIGATIONS. All obligations of the Council hereunder, including but not limited to those stated in Section 2.09, not fully performed as of the date of completion of the Grant Project or expiration or earlier termination of this Agreement shall survive such completion of the Grant Project or termination of this Agreement, and the Council, its successors and assigns, shall be fully bound by such obligations, unless waived by the County.

SECTION 8.15 ACKNOWLEDGMENT OF COUNTY FUNDING FOR THE PROJECT.

The Council shall acknowledge Ramsey County and RCRRA as funding partners in all promotional, branding, and educational materials during the Grant Project.

SECTION 8.16 ALTERNATIVE DISPUTE RESOLUTION. In the event of a dispute between the Parties arising under this Agreement, the Parties agree to attempt to resolve their dispute by following the process described below:

- A. A party (the "Initiating Party") may initiate this dispute resolution process by providing the other party (the "Responding Party") with a written notice describing the perceived dispute, the Initiating Party's position and underlying reasons therefor.
- B. The Responding Party shall, within ten business days of receipt of such notice, provide the Initiating Party with a written response describing its views of the perceived dispute, the Responding Party's position, and underlying reasons therefor.
- C. Within fourteen business days from the date the Initiating Party receives the Responding Party's response, the Parties shall meet to resolve the dispute. The Parties may meet for up to five (5) consecutive business days to resolve the dispute. If substantial progress is being made toward resolution, the Parties may mutually agree to meet for additional days until a resolution is reached or an impasse is declared by either Party. If an impasse is declared, within ten (10) business days of the impasse, the Parties shall select a mutually-agreed-upon

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

neutral facilitator to mediate the dispute. Costs of such facilitator shall be shared equally by the Parties.

- D. At the first meeting the neutral facilitator will assist the Parties in identifying the appropriate parties and participants in the dispute resolution process and their concerns and will establish a meeting agenda for any subsequent meetings. The Parties shall cooperatively develop a process for resolving the dispute, which could involve additional negotiations, mediation, or arbitration.
- E. In developing the process, the Parties will be guided by the following principles:
1. The Parties will attempt in good faith to reach a negotiated settlement.
 2. The Parties will be fairly represented.
 3. The Parties will use legal proceedings as a last resort.
 4. The Parties acknowledge the County's Project Share is an essential component to the successful completion of the Grant Project and completion of the Project.
 5. The Parties acknowledge that the County's obligation to fund the Project is limited to and governed by the terms of this Agreement.

In the event the Parties are unable to resolve the dispute, each Party shall retain all rights, remedies, and defenses it had prior to entering the process, except that each Party shall be responsible for its own attorney's fees and costs.

SECTION 8.17 COMPLIANCE WITH LAWS. The Council shall perform and complete the Grant Project in full compliance with all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Grant Project.

SECTION 8.18 USE OF CONTRACTORS.

- A. The Council may enter into agreements with contractors or other entities to perform Grant Project activities. However, the Council retains responsibility for performance of the Grant Project. The use of such agreements or contracts does not relieve the Council from any of its obligations under this Agreement.
- B. If the Council engages any contractors to perform any part of the Grant Project activities, the contract for such services shall include the following provisions, and the Council shall require any contractors to include the following provisions in any subcontract: (Note: these requirements are in addition to other requirements for such contracts set forth in this Agreement.)

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS RAPID
TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

1. The contractor must maintain all records and provide all reporting as required by this Agreement.
2. For all contracted work, the contractor must defend, indemnify, and save harmless the County from all claims, suits, demands, damages, judgments, costs, interest, and expenses arising out of or by reason of the performance of the contracted work, caused, whether in whole or in part, by any negligent act or omission of the contractor, including negligent acts or omissions of its employees, subcontractors, or anyone for whose acts any of them may be liable.
3. The contractor must provide and maintain insurance in amounts and types of coverage appropriate to the contracted work and naming the County as additional insureds to the extent allowed by Minnesota Statutes, Chapter 337, and provide to the Council prior to commencement of the contracted work a certificate of insurance evidencing such insurance coverage.
4. The contractor must be an independent contractor for the purposes of completing the contracted work.
5. Except with respect to the County's designation as a third-party beneficiary with contract enforcement rights under the Real Estate Services Master Contract and Appraisal Services Master Contract, the contractor must acknowledge that the contract between the Council and the contractor does not create any contractual relationship between the County and the contractor.
6. The contractor shall perform and complete the Grant Project in full compliance with this Agreement and all applicable laws, statutes, rules, ordinances, and regulations issued by any federal, state, or local political subdivisions having jurisdiction over the Grant Project.

SECTION 8.19 INCORPORATION OF RECITALS AND EXHIBITS. The Recitals and Exhibits are true and correct and are incorporated herein.

SECTION 8.20 NO WAIVER. The terms of this Agreement are not to be construed as, or operate as, waivers of the Parties' statutory requirements or authorities, including but not limited to the Council's authorities pursuant to Minnesota Statutes, Sections 473.411, 473.448 and 473.449.

SECTION 8.21 SUPREMACY OF THIS AGREEMENT. Upon the Effective Date of this Agreement, the Capital Grant Agreement for The Project Development Phase for the Metro Purple Line Bus Rapid Transit Project with the Metropolitan Council (Metropolitan Council Agreement #211040), as amended, is terminated.

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS RAPID
TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

IN TESTIMONY HEREOF, the Council and the County have executed this Agreement on
the day and date indicated immediately below their respective signatures.

**SIGNATURE PAGE FOR CAPITAL GRANT AGREEMENT FOR ENGINEERING
OF THE METRO BRONZE LINE BUS RAPID TRANSIT PROJECT
WITH THE METROPOLITAN COUNCIL**

METROPOLITAN COUNCIL

By: _____
Regional Administrator

Date: _____

RAMSEY COUNTY

By: _____
Chair, Ramsey County Board of Commissioners

Date: _____

By: _____
Chief Clerk, Ramsey County Board of
Commissioners

Date: _____

Approved as to form:

Larry Scott Schwahn
Assistant Ramsey County Attorney

**RAMSEY COUNTY REGIONAL
RAILROAD AUTHORITY**

By: _____
Chair, Ramsey County Regional Railroad Authority

Date: _____

Approved as to form:

Larry Scott Schwahn
Larry Scott Schwahn (Aug 13, 2026 11:27:20 CDT)
Assistant Ramsey County Attorney

Exhibit A - Bronze Line Project Description

The Bronze Line Project is a proposed 9.8-mile Bus Rapid Transit (BRT) route connecting downtown Saint Paul, Saint Paul's East Side, and Maplewood. The route will operate:

- From Union Depot through downtown in existing side-running bus lanes on 5th Street and 6th Street and mixed traffic elsewhere to Mt. Airy Station,
- Between Mt. Airy Station and Arcade Station in new side-running, semi-exclusive bus lanes along Pennsylvania Avenue and Phalen Boulevard,
- Between Arcade Street Station to Maryland Ave in new exclusive bus lanes alongside a reconstructed Bruce Vento Regional Trail, Along Maryland and White Bear avenues in Saint Paul (south of Larpenteur Avenue) in new side-running, semi-exclusive bus lanes, and
- Along White Bear Avenue (north of Larpenteur Avenue) and Beam Avenue to the Maplewood Mall Transit Center in mixed traffic.

The Project design will also include pedestrian and bicycle access; roadway, streetscape, and landscape improvements; and restructured local bus route connections.

The Project includes:

- 22 stations (17 new and 5 pre-existing) with these features:
 - Off-board fare collection, near level boarding, light, on-demand heat, NexTrip real time signs, emergency telephones, security cameras, and trash/recycling containers.
- 9.8 miles of new bus lanes in these locations:
 - Existing bus lanes on 5th and 6th Street
 - Semi-exclusive, side-running bus lanes on Pennsylvania Avenue and Phalen Boulevard between Jackson Street and Payne Avenue
 - Exclusive, bus lanes in the Ramsey County rail right-of-way primarily along Phalen Boulevard from Arcade Street to Maryland Avenue
 - Semi-exclusive, side-running bus lanes on Maryland Avenue between Johnson Parkway and White Bear Avenue
 - Semi-exclusive, side-running bus lanes on White Bear Avenue between Maryland Avenue and Larpenteur Avenue
- 2 new bridges in these locations:
 - BRT only bridge over the Bruce Vento Regional Trail and the potential future daylighted Phalen Creek near Arcade Street Station
 - BRT and trail bridge over Johnson Parkway

Project Segments

- Segment 1 – From Union Depot to 14th Street along Robert Street
 - Improvements for the End of the Line Bronze Line Station at Union Depot

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS RAPID
TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

- Union Depot C Sibley Station, Union Depot C Wacouta Station, 5th St C Robert Station, and 6th St C Jackson Station completed by the METRO Gold Line project
 - 10th Street Station to be completed by the METRO G Line project
- Segment 2 - From 14th Street at Robert Street to Pennsylvania Avenue at Jackson Street
 - Most elements advanced through preliminary engineering (~30% design complete)
 - Consistent with the Locally Preferred Alternative (2017), 15% Design Plans (2020), Environmental Assessment (2020) and 30% Design Plans (2022)
 - Two new stations (14th St, Mt. Airy)
- Segment 3 – Pennsylvania Avenue from Rice Street to Mississippi Street
 - Full Reconstruction of Pennsylvania Ave from Rice to Mississippi Ave
 - Preferred concept will be completed by County before the start of this contract
 - This segment is entirely within the County’s design scope
- Segment 4 – Phalen Boulevard from Mississippi Street to Neid Avenue
 - Mill and overlay featuring semi-exclusive side running bus lanes in County’s design scope
 - Most elements advanced through preliminary engineering (~30% design complete)
 - Consistent with the Locally Preferred Alternative (2017), 15% Design Plans (2020), Environmental Assessment (2020) and 30% Design Plans (2022)
 - Three new stations (Olive St, Cayuga St, Payne Ave) in Council’s design scope
- Segment 5 – Ramsey County Rail Right-of-Way from Arcade Street to Maryland Avenue
 - Most elements advanced through preliminary engineering (~30% design complete)
 - Roadway and trail work
 - 1.5 miles trail reconstruction (County ROW)
 - Two new bridges
 - BRT bridge over Bruce Vento Regional Trail and potential future daylighted Phalen Creek near Arcade St Station. Design status 30% includes plans submitted but not finalized.
 - BRT and trail bridge over Johnson Parkway. Design status is at 1% conceptual design.
 - 1.5 miles of exclusive bus lanes
 - Traffic Signal Scope

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

- Construct 5 new signal systems, 7 signal systems replaced/modified
 - 11 signals to have Transit Signal Priority (TSP)
 - ROW Acquisition
 - Estimated 50 parcels
- Segment 6 – Maryland Avenue (from Johnson Parkway to White Bear Avenue) and White Bear Avenue (from Maryland Avenue to Larpenteur Avenue)
 - Full roadway reconstruction featuring semi-exclusive side-running bus lanes
 - Consistent with the County letter (3/22/2023) and Route Modification Study Phase II (2023- 2024)
 - Five new stations (Clarence St, Hazelwood St, White Bear Ave, Arlington Ave, Idaho Ave)
 - 3 stations on Maryland to be shared with METRO H Line
 - 2.0 Miles of Bus Lanes
 - 1.1 miles of semi-exclusive lanes (Maryland Ave)
 - 0.9 miles of semi-exclusive lanes (White Bear Ave)
 - Traffic Signals
 - 9 existing traffic signal systems will be replaced and include TSP and signal interconnect
 - New roadway, boulevards, sidewalks, signals, lighting and pedestrian crossings
 - 1.1 miles reconstruction (Maryland Ave)
 - 0.9 miles reconstruction (White Bear Ave)
 - Right-of-way acquisition
 - 220 parcels along Maryland and White Bear Ave
 - Maryland and White Bear Ave
 - Both roadways operated and maintained by Ramsey County
 - Segment currently at 1% Conceptual Design
- Segment 7 – White Bear Avenue from Larpenteur Avenue to Maplewood Mall Transit Center
 - Consistent with the new proposed BRT PROJECT definition in Maplewood design status at 1% conceptual design
 - 6 Stations
 - 5 new stations (Frost, CR B, 11th/Gervais, CR C, Radatz)
 - 1 improved end of the line station (Maplewood Mall Transit Center)
 - ROW acquisition limited to station platforms
 - Estimated 20 parcels (4 parcels per station)
 - Improvements at 5 station intersections
 - Sidewalk curb ramps and pedestrian signals
 - Transit pavement markings

**CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL**

- Replacement of traffic signals
- TSP at all 10 signalized intersections on alignment
- White Bear Ave and Beam Ave
 - Both roadways are operated by Ramsey County
 - White Bear Ave between Frost and Beam scheduled for mill/overlay in 2026
 - Full pavement reconstruction on White Bear Ave between Frost and Beam

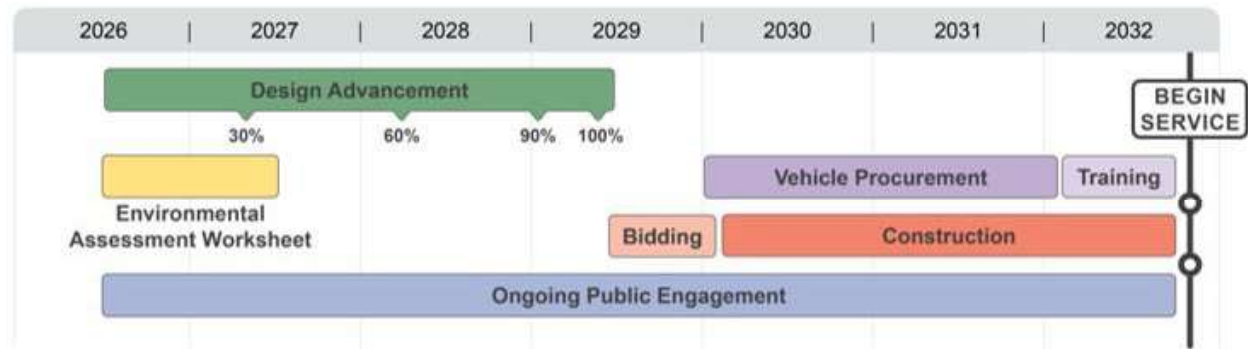
Proposed Level of Service

The Project is anticipated to have a one-way end-to-end travel time of 36 minutes. Anticipated frequency of service for the Project is summarized below:

Day of the Week	Period	Frequency
Weekdays	6:00am – 8:00pm	10 Minutes
	5:00am – 6:00am	20-30 Minutes
	8:00pm – 12:00am	
Weekend Days	6:00am – 6:00pm	15 Minutes
	6:00pm – 10:00pm	20 Minutes

Project Schedule

The Project schedule is summarized in the figure below:



Proposed Revenue Service Date

The Project is anticipated to achieve Revenue Service in late 2032

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

Project Cost Estimate

The current cost estimate for the Project was developed as part of the Route Modification Study during the summer of 2025. Since the development of the estimate, scope has been added to the project, and the approach to delivering the project has changed. The next update to the cost estimate will be based on the 30% design plans, expected in the summer of 2027.

Transit Construction	\$129,500,000
Roadway Construction ⁽¹⁾	\$95,063,000
Real Estate Acquisition	\$10,872,000
Vehicles ⁽²⁾	\$33,306,000
Professional Services ^{(1) (3)}	\$65,131,000
Contingency	\$39,330,000
TOTAL	\$373,202,000

(1) Excludes pavement replacement on White Bear Avenue between Frost and Beam Avenues in Maplewood.

(2) Assumes electric bus fleet.

(3) Assumed a continuation of Purple Line consultant contracts, and not a procurement of new consultant contracts.

Exhibit B - Grant Project Description

The Grant Project at a high level consists of:

- The activities carried out and deliverables produced by the Council's Environmental, (Transit) Engineering, and Project Management Consultant (Council Contract #26P018) during the pre-construction phase of the Project,
- The activities carried out and deliverables produced by consultants under the Council's Real Estate Services Master Contract during the pre-construction phase of the Project,
- The activities carried out and deliverables produced by consultants under the Council's Appraisal Services Master Contract during the pre-construction phase of the Project, and
- The activities carried out and deliverables produced by Council staff during the pre-construction phase of the Project.

Pre-Construction Phase

The pre-construction phase is assumed to run from October 1, 2026 through December 31, 2029.

Environmental, Transit Engineering & Project Management Services Consultant

This scope of work includes:

- Environmental:
 - Discretionary environmental assessment worksheet
- Engineering & Design:
 - 17 new BRT stations
 - End-of-the-line improvements at Maplewood Mall Transit Center and Union Depot
 - BRT bridge over the Bruce Vento Regional Trail near Arcade Street Station
 - BRT and trail bridge over Johnson Parkway
 - Bruce Vento Regional Trail relocation and reconstruction between Arcade Street and Johnson Parkway
 - Exclusive bus lanes between Arcade Street and Johnson Parkway
- Project Management:
 - Staff support in a variety of project management areas, including administrative, public participation, permitting, financial management, interagency and third party agreements, agency and railroad coordination, cross contract coordination, utility coordination, and right-of-way acquisition
 - Preparation and maintenance of project management plans, policies, and procedures

**CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL**

- Project controls, including cost estimating (capital, operations and maintenance, contract and change order), ridership forecasting, project scheduling, project reporting, and risk management
- Safety and security, including preliminary hazard analysis, and threat and vulnerability assessment

Real Estate Services and Appraisal Services

This scope of work is for real estate and appraisal services to support temporary and permanent project acquisition of approximately 290 parcels from publicly and privately held residential, commercial, industrial and transportation properties throughout the corridor. No full acquisitions resulting in the displacement of businesses or residents are expected at this time. These services are anticipated to be delivered via work orders, paid for and managed by the County, and issued under master contracts held by the Council.

Council Staff

Below is a list of Council staff expected to serve as staff to the Project.

Project Position	Incumbent	Project Allocation	Grant Project Funding
Transit Project Manager	Craig Lamothe	100%	100% Met Council
Transit Engineering Manager	Morgan Abbott	100%	100% Met Council
Public Participation Manager	Liz Jones	100%	100% Ramsey County
Environmental Lead	Erika Wilder	65%	100% Ramsey County (thru Environmental Decision)
		50%	100% Met Council (after Environmental Decision)
Agreements Lead	Jeff Busse	100%	50% Met Council 50% Ramsey County
Project & Contract Management Lead	Edwin Awason	100%	100% Met Council
Executive Assistant / Office Manager	Liz Sund	100%	50% Met Council 50% Ramsey County
Community Outreach Coordinator	Vacant	100%	100% Met Council
Utility Relocation Coordinator / Construction Advisor	Steve Barrett	50%	100% Met Council
Finance Lead	AJ Ajayi	25%	100% Met Council
Finance Support	Nicole Collins	50%	100% Met Council
MCUB Compliance	Eli Brandenburg	50%	100% Met Council
Engineering & Construction Liaison	Derek Berube	25%	100% Met Council
Real Estate Agent	Shawna Gibson	100%	100% Met Council

Exhibit C – Grant Disbursement Schedule and Procedure

Grant Disbursement Schedule:

Table C-1 below details the Grant Project’s anticipated budget by major activities and anticipated monthly disbursement schedule by funding source during the term of this Agreement. Table C-1 is organized by calendar year.

Minor revisions to Table C-1 may be required during the term of this Agreement. The Parties may substitute a revised Table C-1 for the Table C-1 in this exhibit, as agreed to in writing by the Parties, without any formal amendment to this Agreement, provided that the revised Table C-1 does not exceed the Maximum Grant Project Amount.

Amounts shown in Table C-1 are rounded to whole dollars.

Table C-1: Grant Disbursement Schedule

2026 Estimates					
Authorization by Category	Oct 2026	Nov 2026	Dec 2026	2026 YTD	2026 LTD
CONSTRUCTION	-	-	-	-	-
ROW	-	-	-	-	-
VEHICLES	-	-	-	-	-
ENGINEERING & DESIGN	\$824,483	\$803,572	\$783,034	\$2,411,089	\$2,411,089
PROJECT OFFICE	\$2,500	\$2,500	\$2,500	\$7,500	\$7,500
STAFFING	\$211,766	\$211,766	\$211,765	\$635,297	\$635,297
TOTAL MONTHLY EXPENSES	\$1,038,749	\$1,017,838	\$997,299	\$3,053,886	\$3,053,886
CUMULATIVE EXPENSES	\$1,038,749	\$2,056,587	\$3,053,886	\$3,053,886	\$3,053,886
Total Disbursements					
RAMSEY COUNTY	\$737,928	\$720,386	\$703,157	\$2,161,471	\$2,161,471
METRO TRANSIT	\$300,821	\$297,452	\$294,142	\$892,415	\$892,415
MONTHLY DISBURSEMENT	\$1,038,749	\$1,017,838	\$997,299	\$3,053,886	\$3,053,886
CUMULATIVE DISBURSEMENTS	\$1,038,749	\$2,056,587	\$3,053,886	\$3,053,886	\$3,053,886

2027 Estimates														
Authorization by Category	Jan 2027	Feb 2027	Mar 2027	Apr 2027	May 2027	Jun 2027	Jul 2027	Aug 2027	Sep 2027	Oct 2027	Nov 2027	Dec 2027	2027 YTD	2027 LTD
CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ROW	\$104,167	\$104,167	\$104,167	\$104,167	\$104,167	\$104,167	\$104,167	\$104,167	\$104,167	\$104,167	\$104,167	\$104,163	\$1,250,000	\$1,250,000
VEHICLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ENGINEERING & DESIGN	\$528,398	\$511,031	\$496,597	\$485,720	\$478,832	\$476,176	\$477,813	\$483,622	\$493,296	\$506,339	\$522,061	\$539,563	\$5,999,448	\$8,410,537
PROJECT OFFICE	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,392	\$88,726	\$96,226
STAFFING	\$211,345	\$211,345	\$211,345	\$211,345	\$211,345	\$211,345	\$211,345	\$211,345	\$211,345	\$211,345	\$211,345	\$211,339	\$2,536,134	\$3,171,431
TOTAL MONTHLY EXPENSES	\$851,304	\$833,937	\$819,503	\$808,626	\$801,738	\$799,082	\$800,719	\$806,528	\$816,202	\$829,245	\$844,967	\$862,457	\$9,874,308	\$12,928,194
CUMULATIVE EXPENSES	\$3,905,190	\$4,739,127	\$5,558,630	\$6,367,256	\$7,168,994	\$7,968,076	\$8,768,795	\$9,575,323	\$10,391,525	\$11,220,770	\$12,065,737	\$12,928,194	\$12,928,194	\$12,928,194
Total Disbursements														
RAMSEY COUNTY	\$596,057	\$581,488	\$569,379	\$560,255	\$554,477	\$552,249	\$553,623	\$558,497	\$566,613	\$577,556	\$590,746	\$605,432	\$6,866,372	\$9,027,843
METRO TRANSIT	\$255,247	\$252,449	\$250,124	\$248,371	\$247,261	\$246,833	\$247,096	\$248,031	\$249,589	\$251,689	\$254,221	\$257,025	\$3,007,936	\$3,900,351
MONTHLY DISBURSEMENT	\$851,304	\$833,937	\$819,503	\$808,626	\$801,738	\$799,082	\$800,719	\$806,528	\$816,202	\$829,245	\$844,967	\$862,457	\$9,874,308	\$12,928,194
CUMULATIVE DISBURSEMENTS	\$3,905,190	\$4,739,127	\$5,558,630	\$6,367,256	\$7,168,994	\$7,968,076	\$8,768,795	\$9,575,323	\$10,391,525	\$11,220,770	\$12,065,737	\$12,928,194	\$12,928,194	\$12,928,194

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

Table C-1: Grant Disbursement Schedule (continued)

2028 Estimates														
Authorization by Category	Jan 2028	Feb 2028	Mar 2028	Apr 2028	May 2028	Jun 2028	Jul 2028	Aug 2028	Sep 2028	Oct 2028	Nov 2028	Dec 2028	2028 YTD	2028 LTD
CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ROW	\$133,333	\$133,333	\$133,333	\$133,333	\$133,333	\$133,333	\$133,333	\$133,333	\$133,333	\$133,333	\$133,333	\$133,337	\$1,600,000	\$2,850,000
VEHICLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ENGINEERING & DESIGN	\$557,734	\$575,212	\$590,868	\$603,774	\$613,191	\$618,560	\$619,495	\$615,769	\$607,323	\$594,257	\$576,831	\$555,471	\$7,128,485	\$15,539,022
PROJECT OFFICE	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,392	\$88,726	\$184,951
STAFFING	\$215,652	\$215,652	\$215,652	\$215,652	\$215,652	\$215,652	\$215,652	\$215,652	\$215,652	\$215,652	\$215,652	\$215,651	\$2,587,823	\$5,759,254
TOTAL MONTHLY EXPENSES	\$914,113	\$931,591	\$947,247	\$960,153	\$969,570	\$974,939	\$975,874	\$972,148	\$963,702	\$950,636	\$933,210	\$911,851	\$11,405,034	\$24,333,228
CUMULATIVE EXPENSES	\$13,842,307	\$14,773,898	\$15,721,145	\$16,681,298	\$17,650,868	\$18,625,807	\$19,601,681	\$20,573,829	\$21,537,531	\$22,488,167	\$23,421,377	\$24,333,228	\$24,333,228	\$24,333,228
Total Disbursements														
RAMSEY COUNTY	\$638,160	\$652,822	\$665,955	\$676,781	\$684,680	\$689,183	\$689,965	\$686,838	\$679,751	\$668,789	\$654,169	\$636,255	\$8,023,348	\$17,051,191
METRO TRANSIT	\$275,953	\$278,769	\$281,292	\$283,372	\$284,890	\$285,756	\$285,909	\$285,310	\$283,951	\$281,847	\$279,041	\$275,596	\$3,381,686	\$7,282,037
MONTHLY DISBURSEMENT	\$914,113	\$931,591	\$947,247	\$960,153	\$969,570	\$974,939	\$975,874	\$972,148	\$963,702	\$950,636	\$933,210	\$911,851	\$11,405,034	\$24,333,228
CUMULATIVE DISBURSEMENTS	\$13,842,307	\$14,773,898	\$15,721,145	\$16,681,298	\$17,650,868	\$18,625,807	\$19,601,681	\$20,573,829	\$21,537,531	\$22,488,167	\$23,421,377	\$24,333,228	\$24,333,228	\$24,333,228

2029 Estimates														
Authorization by Category	Jan 2029	Feb 2029	Mar 2029	Apr 2029	May 2029	Jun 2029	Jul 2029	Aug 2029	Sep 2029	Oct 2029	Nov 2029	Dec 2029	2029 YTD	2029 LTD
CONSTRUCTION	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ROW	\$84,992	\$84,992	\$84,992	\$84,992	\$84,992	\$84,992	\$84,992	\$84,992	\$84,992	\$84,992	\$84,992	\$84,996	\$1,019,908	\$3,869,908
VEHICLES	-	-	-	-	-	-	-	-	-	-	-	-	-	-
ENGINEERING & DESIGN	\$530,787	\$503,547	\$474,450	\$444,106	\$413,060	\$381,793	\$350,737	\$320,274	\$290,746	\$262,458	\$235,683	\$210,666	\$4,418,307	\$19,957,330
PROJECT OFFICE	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,394	\$7,392	\$88,726	\$273,677
STAFFING	\$224,153	\$224,153	\$224,153	\$224,153	\$224,153	\$224,153	\$224,153	\$224,153	\$224,153	\$224,153	\$224,153	\$224,148	\$2,689,831	\$8,449,085
TOTAL MONTHLY EXPENSES	\$847,326	\$820,086	\$790,989	\$760,645	\$729,599	\$698,332	\$667,276	\$636,813	\$607,285	\$578,997	\$552,222	\$527,202	\$8,216,772	\$32,550,000
CUMULATIVE EXPENSES	\$25,180,554	\$26,000,640	\$26,791,629	\$27,552,274	\$28,281,873	\$28,980,205	\$29,647,481	\$30,284,294	\$30,891,579	\$31,470,576	\$32,022,798	\$32,550,000	\$32,550,000	\$32,550,000
Total Disbursements														
RAMSEY COUNTY	\$569,205	\$546,354	\$521,946	\$496,493	\$470,451	\$444,225	\$418,175	\$392,623	\$367,855	\$344,127	\$321,667	\$300,688	\$5,193,809	\$22,245,000
METRO TRANSIT	\$278,121	\$273,732	\$269,043	\$264,152	\$259,148	\$254,107	\$249,101	\$244,190	\$239,430	\$234,870	\$230,555	\$226,514	\$3,022,963	\$10,305,000
MONTHLY DISBURSEMENT	\$847,326	\$820,086	\$790,989	\$760,645	\$729,599	\$698,332	\$667,276	\$636,813	\$607,285	\$578,997	\$552,222	\$527,202	\$8,216,772	\$32,550,000
CUMULATIVE DISBURSEMENTS	\$25,180,554	\$26,000,640	\$26,791,629	\$27,552,274	\$28,281,873	\$28,980,205	\$29,647,481	\$30,284,294	\$30,891,579	\$31,470,576	\$32,022,798	\$32,550,000	\$32,550,000	\$32,550,000

Disbursement Request, Invoicing and Financial Reporting Procedure:

Table C-2 summarizes the typical sequence and timing for County and Council actions related to disbursement requests, consultant invoice review, and monthly financial reporting.

Table C-2: Disbursement Request, Invoicing, and Financial Reporting Timeline

Process	DATE	ACTION
Disbursement Requests	Month 1, Day 15	Council submits invoice disbursement request to County for the Month #2 dollar value found in the disbursement schedule above, which may be revised and amended from time to time consistent with Article 3 of this Agreement.
	Month 2, Day 15	County submits payment for Month #1 to the Council (30 days from receipt of invoice disbursement request).
Consultant Invoice Approval	Month 2, Week 3	Consultants submit invoices for work in Month #1 to the Council.
	Month 2, Weeks 3-4	Council reviews consultant invoices for work in Month #1 and submits for approval.
Monthly Financial Report Preparation and Approval	Month 2, Weeks 1-2	Consultant prepares Month #2 monthly financial report and the Council reviews.
	Month 2, Week 3	Council submits Month #2 monthly financial report to the County for review.
	Month 2, Week 4	Monthly County/Council financial meeting to review report for Month #1

CAPITAL GRANT AGREEMENT FOR ENGINEERING OF THE METRO BRONZE LINE BUS
RAPID TRANSIT PROJECT WITH THE METROPOLITAN COUNCIL

Grant Project Budget Summary

Table C-3 summarizes the Grant Project's anticipated budget by funding source for each Grant Activity Period during the term of this Agreement.

Minor revisions to Table C-3 may be required during the term of this Agreement. The Parties may substitute a revised Table C-3 for the Table C-3 in this exhibit, as agreed to in writing by the Parties, without any formal amendment to this Agreement, provided that the revised Table C-3 does not increase the Maximum Grant Project Amount.

Table C-3: Grant Project Budget by Grant Activity Period

Funding Source	Initial Grant Activity Period 2026 to 2027	Second Grant Activity Period 2028	Third Grant Activity Period 2029	Total
Ramsey County Funded Costs	\$9,027,843	\$8,023,348	\$5,193,809	\$22,245,000
Metro Transit/Council Funded Costs	\$3,900,351	\$3,381,686	\$3,022,963	\$10,305,000
Total Grant Project Budget	\$12,928,194	\$11,405,034	\$8,216,772	\$32,550,000

Exhibit D – Project Decision Board Operating Procedures

[To be incorporated upon adoption by the Project Decision Board in accordance with Sections 5.03 and 6.01.]

Board of Commissioners

Request for Board Action

Item Number: 2026-304

Meeting Date: 8/18/2026

Sponsor: Property Tax, Records & Election Services

Title

Joint Powers Agreement with the State of Minnesota for Election Recount Services

Recommendation

1. Approve the joint powers agreements with the state of Minnesota for election recount services for the period upon execution through December 31, 2026.
2. Authorize the Chair and Chief Clerk to execute the joint powers agreement.

Background and Rationale

The State of Minnesota is in need of election recount services pursuant to Minnesota Statutes, section 204C.35, subdivision 1 and Minnesota Rules, part 8235.0200 for the 2026 primary and general election, as necessary. Since the County Auditor is required to retain, in a secure fashion, ballots from the 2026 primary and general election, and all the other documents required to properly conduct a recount, it has been the standard practice of Ramsey County to perform the recount duties on behalf of the state of Minnesota for the precincts located within Ramsey County. Historically, all counties in the state of Minnesota perform state recounts under an agreement with the state. This action will bring Ramsey County into consistency with the other counties if there is a statewide recount in 2026.

County Goals (Check those advanced by Action)

☐ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

By performing the recount duties on behalf of the state, Ramsey County will be able to equally employ election judges to conduct the recount who represent the racial demographics of Ramsey County. This action will redirect the additional payroll costs of a recount to Ramsey County resident election judges, not state employees.

Community Participation Level and Impact

This action will allow Ramsey County resident election judges to be involved with a state recount.

☒ Inform ☒ Consult ☒ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The joint powers agreement offers Ramsey County a reimbursement of \$0.04 per ballot counted on the state's behalf. The Ramsey County Elections Office anticipates that close to 230,000 ballots will be cast in the 2026 general election in Ramsey County. A required recount for state offices that includes every precinct in Ramsey County, such as the office of US Senate, would have an anticipated cost around \$35,000. The state's reimbursement would cover \$12,000, the Ramsey County Elections Office will cover \$23,000. A recount for state offices that only include a limited number of precincts, such as state legislative offices, would have an anticipated cost around \$4,000. The state's reimbursement would cover \$1,000 and the Ramsey County Elections Office will cover \$3,000.

Last Previous Action

On November 5, 2024, the Ramsey County Board of Commissioners approved the Joint Powers Agreement with the State of Minnesota for Election Recount Services (Resolution B2024-219).

Attachments

1. Joint Powers Agreement with the State of Minnesota for the August 11, 2026, Primary.
2. Joint Powers Agreement with the State of Minnesota for the November 3, 2026, General.
3. Appendix A
4. Appendix B
5. Appendix C
6. Appendix D



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 294285

This Agreement is between the State of Minnesota, acting through its Secretary of State, Steve Simon, of the Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the Municipal Clerk of each of the cities or towns listed in Appendix A.¹ ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 and Minnesota Rules, part 8235.0200, for the 2026 primary election, as necessary for state offices. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

Agreement

1. Term of Agreement

- 1.1 Effective Date: July 13, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: September 30, 2026 or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

Pursuant to Minnesota Rules, part 8235.0200, the State shall designate all Governmental Units who enter into this agreement, as listed in Appendix A (which may be updated from time to time) as Recount Officials for the purpose of conducting any recount required under Minnesota Statutes section 204C.35 related to the August 2026 state primary election. The Governmental Unit shall perform the recount of any votes cast in the county or city or town in which the Governmental Unit is the County Auditor or Municipal Clerk respectively and in any additional jurisdiction mutually agreed upon by Governmental Unit and the State. The Governmental Unit shall conduct the recount in accordance with all applicable Minnesota laws and rules and the Minnesota Recount Guide, which are attached to this agreement as Appendices B, C and D, respectively, as well as any additional information or guidance the State provides.

The Governmental Unit shall begin the recount as soon as permitted under Minnesota law and shall continue it until (1) all ballots in the jurisdictions being counted by the Governmental Unit are counted or designated as challenged or (2) an election contest is filed in any of these elections and the court takes jurisdiction of the matter, whichever comes first. Should an election contest be filed, the State may cancel this agreement immediately, and without any payment to the Governmental Unit beyond what has already been incurred.

The Governmental Unit shall complete the recount pursuant to any deadlines required under law and, if no deadlines exist, as soon as practicable. At the conclusion of the recount process in the county or city, the

¹ Appendix A is on file with the State and can be provided upon request.

Governmental Unit shall, at the expense of the State, deliver results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election to the State by personal delivery or express courier, to the State at the following address:

Office of the Minnesota Secretary of State
Elections Division
First National Bank Building
332 Minnesota Street, Suite N201
Saint Paul, MN 55101

3. **Payment**

- a) **Compensation.** Governmental Unit will be paid four cents for each ballot sorted and counted under Minnesota Rules, part 8235.0800 in the course of any recount covered by this agreement, with a minimum payment of \$100. The State will provide the Governmental Unit with a reimbursement form for the Governmental Unit to submit detailing the number of ballots handled. This total will be verified by the State prior to issuing payment.
- b) **Travel.** No travel expenses will be paid.

The total obligation of the State under this Agreement will not exceed \$50,000 for all Governmental Units.

4. **Authorized Representatives**

The State's Authorized Representative is Paul Linnell, Director of Elections, Veterans Services Building, 20 W 12th Street, Suite 210, St. Paul, MN 55155, 651-556-0647, or his/her successor.

The Governmental Unit's Authorized Representative is the County Auditor or Municipal Clerk who has signed the agreement listed in Appendix A who has signed this Agreement, or his/her successor.

5. **Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors, except that the Governmental Unit may designate one more deputy recount officials under Minnesota Rules, part 8235.0700.
- 5.2 **Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 **Waiver.** If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

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

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Jennifer Kurz

Signature: Jennifer Kurz

Title: Fiscal Svcs Supv Date: 7/27/2026

SWIFT Contract No. 294285/POG5301-300000

* Funds encumbered 7/24/2026

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____



State of Minnesota

Joint Powers Agreement

SWIFT Contract Number: 294286

This Agreement is between the State of Minnesota, acting through its Secretary of State, Steve Simon, of the Office of the Secretary of State ("State") and the County Auditor of each of the Counties or the Municipal Clerk of each of the cities or towns listed in Appendix A.¹ ("Governmental Unit").

Recitals

Under Minnesota Statutes § 471.59, subd. 10, the State is empowered to engage such assistance as deemed necessary. The State is in need of election recount services for the automatic recount of votes pursuant to Minnesota Statutes, section 204C.35, subd. 1 and Minnesota Rules, part 8235.0200, for the 2026 general election, as necessary for state offices. The Governmental Unit represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State.

Agreement

1. Term of Agreement

- 1.1 Effective Date: September 30, 2026, or the date the State obtains all required signatures under Minn. Stat. § 16C.05, subd. 2, whichever is later.
- 1.2 Expiration Date: December 31, 2026, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

2. Agreement between the Parties

Pursuant to Minnesota Rules, part 8235.0200, the State shall designate all Governmental Units who enter into this agreement, as listed in Appendix A (which may be updated from time to time) as Recount Officials for the purpose of conducting any recount required under Minnesota Statutes section 204C.35 related to the November 2026 state general election. The Governmental Unit shall perform the recount of any votes cast in the county or city or town in which the Governmental Unit is the County Auditor or Municipal Clerk respectively and in any additional jurisdiction mutually agreed upon by Governmental Unit and the State. The Governmental Unit shall conduct the recount in accordance with all applicable Minnesota laws and rules and the Minnesota Recount Guide, which are attached to this agreement as Appendices B, C and D, respectively, as well as any additional information or guidance the State provides.

The Governmental Unit shall begin the recount as soon as permitted under Minnesota law and shall continue it until (1) all ballots in the jurisdictions being counted by the Governmental Unit are counted or designated as challenged or (2) an election contest is filed in any of these elections and the court takes jurisdiction of the matter, whichever comes first. Should an election contest be filed, the State may cancel this agreement immediately and without any further payment to the Governmental Unit beyond what has already been incurred.

The Governmental Unit shall complete the recount pursuant to any deadlines required under law and, if no deadlines, exist as soon as practicable. At the conclusion of the recount process in the county or city, the

¹ Appendix A is on file with the State and can be provided upon request.

Governmental Unit shall, at the expense of the State, deliver results of the recount, along with all explanatory notes and any ballots challenged by candidates in the election to the State by personal delivery or express courier, to the State at the following address:

Office of the Minnesota Secretary of State
Elections Division
First National Bank Building
332 Minnesota Street, Suite N201
Saint Paul, MN 55101

3. **Payment**

- a) **Compensation.** Governmental Unit will be paid four cents for each ballot sorted and counted under Minnesota Rules, part 8235.0800 in the course of any recount covered by this agreement, with a minimum payment of \$100. The State will provide the Governmental Unit with a reimbursement form for the Governmental Unit to submit detailing the number of ballots handled. This total will be verified by the State prior to issuing payment.
- b) **Travel.** No travel expenses will be paid.

The total obligation of the State under this Agreement will not exceed \$130,000 for all Governmental Units.

4. **Authorized Representatives**

The State's Authorized Representative is Paul Linnell, Director of Elections, Veterans Services Building, 20 W 12th Street, Suite 210, St. Paul, MN 55155, 651-556-0647, or his successor.

The Governmental Unit's Authorized Representative is the County Auditor or Municipal Clerk listed in Appendix A who has signed the agreement, or his/her successor.

5. **Assignment, Amendments, Waiver, and Contract Complete.**

- 5.1 Assignment. The Governmental Unit may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the State and a fully executed assignment agreement, executed and approved by the authorized parties or their successors, except that the Governmental Unit may designate one more deputy recount officials under Minnesota Rules, part 8235.0700.
- 5.2 Amendments. Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the authorized parties or their successors.
- 5.3 Waiver. If the State fails to enforce any provision of this Agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 Contract Complete. This Agreement contains all negotiations and agreements between the State and the Contractor. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6. Indemnification.

6.1 In the performance of this Agreement, the Indemnifying Party must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the State, to the extent caused by Indemnifying Party's:

- Intentional, willful, or negligent acts or omissions; or
- Actions that give rise to strict liability; or
- Breach of contract or warranty.

The Indemnifying Party is defined to include the Governmental Unit, the Governmental Unit's reseller, any third party that has a business relationship with the Governmental Unit, or Governmental Unit's agents or employees, and to the fullest extent permitted by law. The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Indemnifying Party may have for the State's failure to fulfill its obligation under this Agreement.

6.2 Nothing within this Agreement, whether express or implied, shall be deemed to create an obligation on the part of the State to indemnify, defend, hold harmless or release the Indemnifying Party. This shall extend to all agreements related to the subject matter of this Contract, and to all terms subsequently added, without regard to order of precedence.

7. State Audits.

Under Minn. Stat. § 16C.05, subd. 5, the Governmental Unit's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State, the State Auditor, or Legislative Auditor, as appropriate, for a minimum of six years from the expiration or termination of this Agreement.

8. Government Data Practices.

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Contract. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data governed by the Minnesota Government Practices Act, Minn. Stat. Ch. 13, by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this clause, the Governmental Unit must immediately notify and consult with the State's Authorized Representative as to how the Governmental Unit should respond to the request. The Governmental Unit's response to the request shall comply with applicable law.

9. Venue

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

10. Termination

10.1 Termination. The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

10.2 Termination for Insufficient Funding. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Governmental Unit. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Governmental Unit will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Governmental Unit notice of the lack of funding within a reasonable time of the State's receiving that notice.

11. E-Verify Certification (in accordance with Minn. Stat. § 16C.075).

For services valued in excess of \$50,000, the Governmental Unit certifies that as of the date of services performed on behalf of the State, Governmental Unit and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify Program for all newly hired employees in the United States who will perform work on behalf of the State. The Governmental Unit is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EVerifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. State Encumbrance Verification

Individual certifies that funds have been encumbered as required by Minn. Stat. §§ 16A.15 and 16C.05

Print Name: Jennifer Kurz

Signature: Jennifer Kurz

Title: Fiscal Supv Date: 7/23/2026

SWIFT Contract No. 294286/POG5301-300005635

2. Governmental Unit

Print Name: _____

Signature: _____

Title: _____ Date: _____

3. State Agency

With delegated authority

Print Name: _____

Signature: _____

Title: _____ Date: _____

4. Commissioner of Administration

As delegated to The Office of State Procurement

Print Name: _____

Signature: _____

Title: _____ Date: _____

Admin ID: _____

County	Deputy Recount Official	Phone	Email	Building Name	Room Number/Name	Street Address	City	State	Zip	Number of Teams
Aitkin	Kathleen Ryan	218-927-7354	auditor@aitkincountymn.gov	Aitkin County Government Center	Board Room	307 2nd Street NW	Aitkin	MN	56431	3
Anoka	Tom Hunt	763-324-1304	tom.hunt@anokacountymn.gov	Anoka County Government Center	Suite 160	2100 3rd Ave	Anoka	MN	55303	10
Becker	Mary Hendrickson	218-846-7311	mary.hendrickson@beckercountymn.gov	Becker County Courthouse	2nd Floor Meeting Room - Original	915 Lake Avenue	Detroit Lakes	MN	56501-034	2
Beltrami	JoDee Treat	218-333-8448	edie.frantzen@co.beltrami.mn.us	Beltrami County Administration	220	701 Minnesota Ave NW	Bemidji	MN	56601	1-2 (depending on size of precinct)
Benton	Christine Scherbing	3209685006	elections@co.benton.mn.us	Benton County Government Center	County Board Room	531 Dewey St	Foley	MN	56379	4
Big Stone	Holly Wellendorf	320-839-6366	elections@bigstonecounty.gov	Big Stone County Courthouse	2nd Floor Meeting	20 2nd Street SE	Ortonville	MN	56278	3
Blue Earth	Michael Stalberger	507-304-4341	bec.elections@blueearthcountymn.gov	Historic Courthouse	Elections Office Room	204 S 5th St	Mankato	MN	56001	At least 3 teams
Brown	Kelly Hotovec	507-233-6617	kelly.hotovec@browncountymn.gov	Brown County Law Enforcement Center	Training Room - basement level	15 Washington St S	New Ulm	MN	56073	2
Carlton	Kevin DeVriendt	218-384-9127	kevin.devriendt@carltoncountymn.gov	Carlton County Historic Courthouse	3rd Floor Board Room 302	301 Walnut Ave	Carlton	MN	55718	4
Carver	Kendra Olson	612-300-0350 (work)	kolson@carvercountymn.gov	Carver County Government Center	Township Hall	600 E 4th Street	Chaska	MN	55318	3
Cass	Pamela Smith	(218)547-7295	pamela.smith@casscountymn.gov	Cass County	Commissioner's Room	303 Minnesota Avenue W	Walker	MN	56484	4
Chippewa	Michelle May	3202697447	michelle.may@chippewacountymn.gov	Chippewa County Courthouse	Assembly Room	629 N. 11th Street	Montevideo	MN	56265	2
Chisago	Bridgitte Konrad	651-213-8509	bridgite.konrad@chisagocountymn.gov	Chisago County Government Center	150B	313 North Main Street	Center City	MN	55012	4
Clay	Lori J Johnson	218-299-5262	lori.johnson@claycountymn.gov	Government Center	Training Room	3510 12th Ave S	Moorhead	MN	56560	4
Clearwater	Allen Paulson	2186946520	allen.paulson@clearwatercountymn.gov	Clearwater County Courthouse	Auditor's Office	213 Main Ave N	Bagley	MN	56621	1
Cook	Braidy Powers	218-387-3646	braidy.powers@cookcountymn.gov	Cook County Courthouse	Commissioner's Room	411 West 2nd Street	Grand Marais	MN	55604	Three
Cottonwood	Carolyn Rempel	507-831-1905	carolyn.rempel@cottonwoodcountymn.gov	Cottonwood County Courthouse	1	900 3rd Avenue	Windom	MN	56101	2
Crow Wing	Jory Danielson	2188241049	jory.danielson@crowwing.gov	Crow Wing County Historic Courthouse	3rd Floor Elections	326 Laurel St.	Brainerd	MN	56401	6
Dakota	Michelle Blue	6514384314	Michelle.blue@co.dakota.mn.us	Dakota County Administration Center	Elections Suite 2300	1590 Highway 55	Hastings	MN	55033	4
Dodge	Sarah Johnson	507-635-6238	sarah.johnson@dodgecountymn.gov	Government Services Building	Board Room	721 N Main St	Mantorville	MN	55955	2
Douglas	Vicki Doehling	320-762-3077	elections@co.douglas.mn.us	Douglas County Administration Building	County Board Room	421 Cedar St	Alexandria	MN	56308	1 - 6
Faribault	Kim Poole	507-526-6214	kim.poole@faribaultcountymn.gov	Faribault County Courthouse	Auditor Office	415 N Main	Blue Earth	MN	56013	1
Fillmore	Heather Broadwater	507-765-3811	hbroadwater@co.fillmore.mn.us	Fillmore County Courthouse	CR 102U	101 Fillmore St	Preston	MN	55965	1-2

Freeborn	Amy Conner	507-377-5121	amy.conner@co.freeborn.mn.us	Freeborn County Government Center	Freeborn Room	411 Broadway ST	Albert Lea	MN	56007	4 Teams
Goodhue	Micki Otto	6513853038	micki.otto@goodhuecountymn.gov	Government Center	Room 308	509 W 5th St	Red Wing	MN	55066	2
Grant	Chad Van Santen	218-685-8236	auditor@grantcountymn.gov	County Courthouse	First Floor Meeting	10 2nd Street NE	Elbow Lake	MN	56531	1
Hennepin	Virginia Gelms	612-348-5151	hc.vote@hennepin.us	625 Building	Auditorium	625 4th Ave S.	Minneapolis	MN	55415	25
Houston	Polly Heberlein	507-725-5815	pheberlein@hocomn.gov	Houston County Courthouse	Room 116	304 S. Marshall St.	Caledonia	MN	55921	1
Hubbard	Marie Knutson	218-732-2248	marie.knutson@hubbardcounty.gov	Hubbard County Government Center (Courthouse)	Government Center Board Room, #324	301 Court Ave	Park Rapids	MN	56470	unknown
Isanti	Angie Larson	763-689-1644	elections@co.isanti.mn.us	Isanti County Government Center	Finance and Property Services	555 18th Ave SW	Cambridge	MN	55008	5
Itasca	Katharine Johnson	218-327-2849	Katharine.Johnson@ItascaCountyMN.gov	Itasca County Courthouse	121	123 NE 4th St	Grand Rapids	MN	55744	2
Jackson	Kevin Nordquist	5078472763	elections@co.jackson.mn.us	Jackson County Courthouse	Auditor/Treasurer's Office	405 4th Street	Jackson	MN	56143	2
Kanabec	Kelly Christianson	(320) 679-6430	kelly.christianson@kanabeccountymn.gov	Kanabec County Courthouse	Meeting Rooms 3/4	317 Maple Ave East	Mora	MN	55051	3
Kandiyohi	Lisa Weiss	320-231-6202	lisa.weiss@kcmn.us	Kandiyohi County Office Building	Lower Level	400 Benson Ave SW	Willmar	MN	56201	2 teams
Kittson	Shirley Swenson	2188433499	sswenson@kittsonmn.gov	Kittson County Courthouse	Ste 214	410 5th St S	Hallock	MN	56728	1
Koochiching	Joan Nelson	218-283-1112	jnelson@koochiching.gov	Koochiching County Courthouse	Auditor's Office	715 4th St	International Falls	MN	56649	1
Lac qui Parle	Kelly Vaala	320-598-7444	vote@lqpcomn.gov	Lac qui Parle County Courthouse	Commissioner's Room	600 6th St	Madison	MN	56256	3 teams
Lake	Ronelle Radle	218-834-8315	LakeCo.Elections@lakecountymn.gov	Lake County Courthouse	Auditor's Office	601 3rd Ave	Two Harbors	MN	55616	2
Lake of the Woods	Anna Sanchez	218-634-2836	anna_s@co.lotw.mn.us	Lake of the Woods County Government Center	Commissioners Room	206 8th Ave SE	Baudette	MN	56623	2
Le Sueur	Carol Blaschko	507-357-2251	carol.blaschko@lesueurcounty.gov	Le Sueur County Government Center	Commissioners Board Room	88 South Park Avenue	Le Center	MN	56057	2
Lincoln	Deb Vierhuf	507-694-1134	dvierhuf@lincolncountymn.gov	Lincoln County Courthouse	Assembly Room	319 N Rebecca St	Ivanhoe	MN	56142	2
Lyon	John Xiong	507-537-6050	johnxiong@co.lyon.mn.us	Lyon County Government Center	201	607 W Main St	Marshall	MN	56258	2
Mahnomen	Brenda K. Lundon	(218) 935-5669	elections@mahnomencounty.gov	Mahnomen County Courthouse	Basement Meeting Room	311 N Main St	Mahnomen	MN	56589	2
Marshall	Scott Peters	218-745-4851	scott.peters@marshallcountymn.gov	County Courthouse	Meeting Room #1	208 E Colvin Ave	Warren	MN	56762	2
Martin	Michael Forstner	507-238-3272	michael.forstner@martincountymn.gov	Martin County Courthouse	Commissioner Board Room	201 Lake Ave	Fairmont	MN	56031	1
McLeod	Janet B. Betsinger	320-864-1203	janet.betsinger@mcleodcountymn.gov	McLeod County Government Center	Martin McLeod Board Room	520 Chandler Avenue North	Glencoe	MN	55336	2-3
Meeker	Holly Nelson	320-693-5212	holly.nelson@co.meeker.mn.us	Meeker County Government Center	Suite 150	114 N Holcombe Ave	Litchfield	MN	55355	1
Mille Lacs	Brenda Eklund	320-983-8302	brenda.eklund@millelacs.mn.gov	Historic Courthouse	Conference Room	635 2nd St SE	Milaca	MN	56353	2
Morrison	Shannon Coyle	320 632 0137	elections@morrisoncountymn.gov	Morrison County Government Center	Auditor/Treasurer	213 SE 1st Ave	Little Falls	MN	56345	1

Mower	Scott Felten	507-437-9457	scott.felten@mowercountymn.gov	Mower County Government Center	Old Recorder's Vault	201 1st Street NE	Austin	MN	55912	3-5
Murray	Heidi E. Winter	5078361152	heidi.winter@murraycountymn.gov	Murray County Government Center	Commissioner Room	2500 28th Street	Slayton	MN	56172	2 teams (4 judges)
Nicollet	Jaci Kopet	507-934-7800	jaci.kopet@co.nicollet.mn.us	Nicollet County Government Center	Board of Commissioners	501 S Minnesota Ave	St Peter	MN	56082	4
Nobles	Cathy Roos	5072955258	croos@co.nobles.mn.us	Nobles County Government Center	Farmers Room	315 Tenth Street	Worthington	MN	56187	4 (8 judges)
Norman	Amanda Riegert	218-784-5471	amanda.riegert@normanmn.gov	Norman County Courthouse	Auditor-Treasurer	16 3rd Ave E	Ada	MN	56510	4
Olmsted	Luke Turner	5073287651	luke.turner@olmstedcounty.gov	2122 Campus DR	Suite 300	2122 Campus Dr Se Suite 300	Rochester	MN	55901	6
Otter Tail	Dawn Godel	218 998 8037	dgodel@ottertailcounty.gov	Government Services Center	Elections	510 West Fir Ave	Fergus Falls	MN	56537	4
Pine	Mary J Lindala	320-591-1668	mary.lindala@pinecountymn.gov	Pine County Courthouse	Suite 240	635 Northridge Drive NW	Pine City	MN	55063	48
Pipestone	Amanda Baarson Sandy	5078251140	auditor.office@pipestonecounty.gov	Pipestone County Courthouse	Community Room	416 S Hiawatha Ave	Pipestone	MN	56164	1 (or as needed)
Polk	Samuel Melbye	218-281-2554	elections@polkcountymn.gov	Polk County Government Center	Board Room	612 N Broadway	Crookston	MN	56716	2
Pope	Stephanie Rust	320-634-7706	stephanie.rust@popecountymn.gov	Pope County Courthouse	Community Room	130 East Minnesota Ave	Glenwood	MN	56334	1
Ramsey	Tracy West, David Triplett or Christina Tvedten	651-266-2206-D	david.triplett@ramseycountymn.gov	Plato	Plato Conference Room	90 Plato Blvd W	St Paul	MN	55105	6-8 depending
Red Lake	Kyle Thibert	218-253-2598	kthibert@co.red-lake.mn.us	Red Lake County Courthouse	Commissioners Boardroom	124 Langevin Ave N	Red Lake Falls	MN	56750	1
Redwood	Jean Price	507-637-4013	jean_p@redwoodcounty-mn.gov	Government Center	Board Room	403 S Mill St	Redwood Falls	MN	56283	1
Renville	Heather Weis	320-523-2071	heather.weis@renvillecountymn.gov	Renville County Courthouse	Suite 202	500 E Depue Ave	Olivia	MN	56277	2
Rice	Denise M Anderson	507-332-6104	denise.anderson@ricecountymn.gov	Rice County Govt Services Building	Training Room	320 3rd St NW	Faribault	MN	55021	4
Rock	Ashley Kurtz	507-283-5060	ashley.kurtz@rockmn.gov	Rock County Courthouse	Herreid Board	204 E Brown St	Luverne	MN	56156	2
Roseau	Martha Monsrud	218-463-1282	martie@co.roseau.mn.us	Roseau County Courthouse	Board room	606 5th Ave SW	Roseau	MN	56751	2 to 4
Scott	Julie Hanson	952-496-8057	jhanson@co.scott.mn.us	Scott County Government Center	GW166/167/170	200 Fourth Ave W	Shakopee	MN	55379	10
Sherburne	Loraine Rupp	763-765-4363	loraine.rupp@co.sherburne.mn.us	Sherburne County Government Center	Maple	13880 Business Center Dr NW	Elk River	MN	55330	1
Sibley	Jennie Radloff	507-237-4070	Jennieradloff@sibleycounty.gov	Sibley County Courthouse	Auditor-Treasurer's Office	400 Court Ave	Gaylord	MN	55334	2
St. Louis	Nancy Nilsen	218-726-2385	elections@stlouiscountymn.gov	Courthouse	Room 202, Commissioner	100 N. 5th Ave W.	Duluth	MN	55802	6
Stearns	Randy Schreifels	320-656-3920	elections@stearnscountymn.gov	Stearns County Service Center	1104 B/C/D	3301 County Road 138	Waite Park	MN	56320	6
Steele	Jennifer Mueller	507-444-7410	jennifer.mueller@steelecountymn.gov	Steele County Administration Center	Board Room	630 Florence Ave	Owatonna	MN	55060	26

Stevens	Stephanie Buss	320-208-6566	stephaniebuss@co.stevens.mn.us	County Courthouse	Suite 303	400 Colorado Ave	Morris	MN	56267	1
Swift	Sarah Jaeger	320.843.6100	sarah.jaeger@swiftmn.us	Swift County Courthouse	Auditor / Treasurer	301 14th Street North	Benson	MN	56215	74
Todd	Jolene Sabrowsky	3207324414	jolene.sabrowsky@toddcountymn.gov	Todd County Historic Courthouse	Commissioner's Boardroom	215 1st Avenue S	Long Prairie	MN	56347	2
Traverse	Kit Johnson	3204227740	kit.johnson@traversecountymn.gov	Traverse County Courthouse Annex	Board room	702 2nd Ave N	Wheaton	MN	56296	1
Wabasha	Amanda Kiefer	651-565-2648	election@co.wabasha.mn.us	Courthouse	Commissioner's	625 Jefferson Ave	Wabasha	MN	55981	2
Wadena	Heather Olson	218-631-7784	heather.olson@wcmn.us	Wadena County Court house	Auditor/Treasurer	415 Jefferson St S	Wadena	MN	56482	22
Waseca	Tamara J. Spooner	507.835.0610	tammy.spooner@wasecacounty.gov	Waseca County Courthouse	CH Conference Room	307 N State St	Waseca	MN	56093	2 teams
Washington	Matt Moore	651-430-8271	matt.moore@washingtoncountymn.gov	Washington County Government Center	LL Conference Room	14949 62nd St. N.	Stillwater	MN	55082	12-16
Watonwan	Kelly Pauling	507-375-1210	kelly.pauling@watonwancountymn.gov	Watonwan County Human Services	Community Room	715 2nd Ave S	St. James	MN	56081	Three
Wilkin	Matthew Walberg	218-643-7165	mwalberg@wilkincounty.gov	Wilkin County Courthouse	Commissioner's	300 5th St. S.	Breckenridge	MN	56520	2
Winona	Chelsi Wilbright	507-457-6322	cwilbright@winonacounty.gov	County Office Building	Auditor-Treasurer's Office	202 W 3rd St	Winona	MN	55987	only as many as we're required to have
Wright	Lindsey Meyer	763-684-8602	lindsey.meyer@wrightcountymn.gov	Wright County Government Center	1200	3650 Braddock Ave NE	Buffalo	MN	55313	5-6
Yellow Medicine	Janel Timm	320-564-3132	janel.timm@co.ym.mn.gov	Yellow Medicine County Government Center	County Boardroom	180 8th Ave	Granite Falls	MN	56241	2

2025 Minnesota Statutes

Authenticate  PDF

204C.35 FEDERAL, STATE, AND JUDICIAL RACES.

§ Subdivision 1. **Publicly funded recounts.** (a) In a state primary when the difference between the votes cast for the candidates for nomination to:

- (1) a state legislative office is less than one-half of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less; or
- (2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office is less than one-quarter of one percent of the total number of votes counted for that nomination or is ten votes or less and the total number of votes cast for the nomination is 400 votes or less;

and the difference determines the nomination, the canvassing board with responsibility for declaring the results for that office shall manually recount the vote upon receiving a written request from the candidate whose nomination is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the nomination, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. This written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the primary for which the recount is being sought.

(b) In a state general election when the difference between the votes of a candidate who would otherwise be declared elected to:

- (1) a state legislative office is less than one-half of one percent of the total number of votes counted for that office or is ten votes or less and the total number of votes cast for the office is 400 votes or less; or
- (2) a statewide federal office, state constitutional office, statewide judicial office, congressional office, or district judicial office and the votes of any other candidate for that office is less than one-quarter of one percent of the total number of votes counted for that office or is ten votes or less if the total number of votes cast for the office is 400 votes or less,

the canvassing board shall manually recount the votes upon receiving a written request from the candidate whose election is in question.

Immediately following the meeting of the board that has responsibility for canvassing the results of the general election, the filing officer must notify the candidate that the candidate has the option to request a recount of the votes at no cost to the candidate. Except as provided in subdivision 2b, the written request must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass of the election for which the recount is being sought.

(c) A recount must not delay any other part of the canvass. The results of the recount must be certified by the canvassing board as soon as possible.

(d) Time for notice of a contest for an office which is recounted pursuant to this section shall begin to run upon certification of the results of the recount by the canvassing board.

Subd. 2. **Discretionary candidate recounts.** (a) A losing candidate whose name was on the ballot for nomination or election to a statewide federal office, state constitutional office, statewide judicial office, congressional office, state legislative office, or district judicial office may request a recount in a manner provided in this section at the candidate's own expense when the vote difference is greater than the difference required by this section. The votes shall be manually recounted as provided in this section if the candidate files a request during the time for filing notice of contest of the primary or election for which a recount is sought.

(b) The requesting candidate shall file with the filing officer a bond, cash, or surety in an amount set by the filing officer for the payment of the recount expenses. The requesting candidate is responsible for the following expenses: the compensation of the secretary of state, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who

participate in the recount; necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

(c) A discretionary recount of a primary must not delay delivery of the notice of nomination to the winning candidate under section [204C.32](#).

(d) The requesting candidate may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must determine the expenses for those precincts in the manner provided by paragraph (b).

(e) The results of the recount must be certified by the canvassing board as soon as possible.

(f) If the winner of the race is changed by the optional recount, the cost of the recount must be paid by the jurisdiction conducting the recount.

(g) If a result of the vote counting in the manual recount is different from the result of the vote counting reported on election day by a margin greater than two votes and greater than one-quarter of one percent of the number of ballots counted, the cost of the recount must be paid by the jurisdiction conducting the recount.

Subd. 2a. **Constitutional amendment recount.** In a state general election when the difference between the number of "yes" votes cast on ratification of a proposed constitutional amendment is within one-quarter percent of the number of all other ballots cast at the election, the canvassing board shall manually recount the votes on that question, including the number of "yes" or "no" votes on the question, and the number of ballots that did not cast a vote on the question. The results of the recount must be certified by the canvassing board as soon as possible.

Subd. 2b. **Recount for presidential electors.** Any request for recount for the election of presidential electors, whether publicly funded or discretionary, must be made by 5 p.m. on the day after the canvass is completed. Any recount of votes under this section for the election of presidential electors must be completed and certified by the canvassing board no later than six days after the recount is requested.

Subd. 3. **Scope of recount.** A recount conducted as provided in this section is limited in scope to the determination of the number of votes validly cast for the office or question to be recounted. Only the ballots cast in the election and the summary statements certified by the election judges may be considered in the recount process. Original ballots that have been duplicated under section [206.86, subdivision 5](#), are not within the scope of a recount and must not be examined except as provided by a court in an election contest under chapter 209.

Subd. 4. **Filing officer.** For the purposes of this section, the secretary of state is the filing officer for candidates for all federal offices and for state offices voted on in more than one county. The county auditor is the filing officer for state offices voted on in only one county.

Subd. 5. **Challenged ballots.** Notwithstanding any law to the contrary, a canvassing board may direct a recount official to make images of ballots challenged by a candidate in a recount available to the public.

History: [1981 c 29 art 5 s 35](#); [1981 c 187 s 1](#); [1983 c 253 s 17](#); [1989 c 291 art 1 s 14](#); [1990 c 486 s 1](#); [1993 c 68 s 1](#); [1998 c 254 art 2 s 24](#); [1Sp2001 c 10 art 18 s 28](#); [2004 c 293 art 2 s 27](#); [2008 c 336 s 2,3](#); [2010 c 201 s 44,45](#); [2013 c 131 art 2 s 37,38](#); [2015 c 70 art 1 s 42,43](#); [1Sp2021 c 12 art 4 s 12,13](#); [2023 c 62 art 4 s 97](#); [2024 c 112 art 2 s 32-34](#)

Official Publication of the State of Minnesota
Revisor of Statutes

CHAPTER 8235
SECRETARY OF STATE
RECOUNTS

- 8235.0200 RECOUNTS.
- 8235.0300 NOTICE.
- 8235.0400 SECURING BALLOTS AND MATERIALS.
- 8235.0600 FACILITIES AND EQUIPMENT.
- 8235.0700 GENERAL PROCEDURES.
- 8235.0800 COUNTING AND CHALLENGING BALLOTS.
- 8235.1100 CANVASSING BOARD.
- 8235.1200 SECURITY DEPOSIT.

8235.0200 RECOUNTS.

This chapter establishes procedures for the conduct of all publicly funded and discretionary recounts provided for in Minnesota Statutes, sections 204C.35 and 204C.36. The secretary of state or secretary of state's designee is the recount official for recounts conducted by the State Canvassing Board. The county auditor or auditor's designee is the recount official for recounts conducted by the county canvassing board. The county auditor or auditor's designee shall conduct recounts for county offices. The municipal clerk or clerk's designee is the recount official for recounts conducted by the municipal governing body. The school district clerk or clerk's designee is the recount official for recounts conducted by the school board, or by a school district canvassing board as provided in Minnesota Statutes, section 205A.10, subdivision 5. A recount official may delegate the duty to conduct a recount to a county auditor or municipal clerk by mutual consent. When the person who would otherwise serve as recount official is a candidate or is the spouse, child, parent, grandparent, grandchild, stepparent, stepchild, sibling, half-sibling, or stepsibling of a candidate for the office to be recounted, the appropriate canvassing board shall select a county auditor or municipal clerk from another jurisdiction to conduct the recount. "Legal adviser" means counsel to the recount official and the canvassing board for the office being recounted. The scope of a publicly funded or discretionary recount is limited to the recount of the ballots cast and the declaration of the person nominated or elected. The ballots in the envelope labeled "Original ballots from which duplicates are to be or were made" are not within the scope of the recount and this envelope must not be opened during the recount.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 12 SR 2215; 17 SR 8; 34 SR 1561; 38 SR 1368*

Published Electronically: *May 1, 2014*

8235.0300 NOTICE.

Within 24 hours after determining that a publicly funded recount is authorized and requested, or within 48 hours of receipt of a written request for a discretionary recount and filing of a security deposit if one is required, the official in charge of the recount shall send notice to the candidates for the office to be recounted and the county auditor of each county wholly or partially within the election district. The notice must include the date, starting time, and location of the recount, the office to be recounted, and the name of the official performing the recount. The notice must state that the recount is open to the public.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 19 SR 593; 38 SR 1368*

Published Electronically: *May 1, 2014*

8235.0400 SECURING BALLOTS AND MATERIALS.

The official who has custody of the voted ballots is responsible for keeping secure all election materials. Registration cards of voters who registered on election day may be processed as required by part 8200.2700. All other election materials must be kept secure by precinct as returned by the election judges until all recounts have been completed and until the time for contest of election has expired.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 34 SR 1561*

Published Electronically: *May 26, 2010*

8235.0500 [Repealed, 34 SR 1561]

Published Electronically: *May 26, 2010*

8235.0600 FACILITIES AND EQUIPMENT.

All recounts must be accessible to the public. In a multicounty recount the secretary of state may locate the recount in one or more of the election jurisdictions or at the site of the canvassing board. Each election jurisdiction where a recount is conducted shall make available without charge to the recount official or body conducting the recount adequate accessible space and all necessary equipment and facilities.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 34 SR 1561*

Published Electronically: *May 26, 2010*

8235.0700 GENERAL PROCEDURES.

At the opening of a recount the recount official or legal adviser shall present the procedures contained in this rule for the recount. The custodian of the ballots shall make available to the recount official the precinct summary statements, the precinct boxes or the sealed containers of voted ballots, and any other election materials requested by the recount official. If the recount official needs to leave the room for any reason, the recount official must designate a deputy recount official to preside during the recount official's absence. A recount official must be in the room at all times. The containers of voted ballots must be unsealed and resealed within public view. No ballots or election materials may be handled by candidates, their representatives, or members of the public. There must be an area of the room from which the public may observe the recount. Cell phones and video cameras may be used in this public viewing area, as long as their use is not disruptive. The recount official shall arrange the counting of the ballots so that the candidates and their representatives may observe the ballots as they are recounted. Candidates may each have one representative observe the sorting of each precinct. One additional representative per candidate may observe the ballots when they have been sorted and are being counted pursuant to part 8235.0800, subpart 2. Candidates may have additional representatives in the public viewing area of the room. If other

election materials are handled or examined by the recount officials, the candidates and their representatives may observe them. The recount official shall ensure that public observation does not interfere with the counting of the ballots. The recount official shall prepare a summary of the recount vote by precinct.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 34 SR 1561*

Published Electronically: *May 26, 2010*

8235.0800 COUNTING AND CHALLENGING BALLOTS.

Subpart 1. **Breaks in counting process.** Recount officials may not take a break for a meal or for the day prior to the completion of the sorting, counting, review, and labeling of challenges, and secure storage of the ballots for any precinct. All challenged ballots must be stored securely during breaks in the counting process.

Subp. 2. **Sorting ballots.** Ballots must be recounted by precinct. The recount official shall open the sealed container of ballots and recount them in accordance with Minnesota Statutes, section 204C.22. The recount official must review each ballot and sort the ballots into piles based upon the recount official's determination as to which candidate, if any, the voter intended to vote for: one pile for each candidate that is the subject of the recount and one pile for all other ballots (those for other candidates, overvotes, undervotes, etc.). During the sorting, a candidate or candidate's representative may challenge the ballot if he or she disagrees with the recount official's determination of for whom the ballot should be counted and whether there are identifying marks on the ballot. At a recount of a ballot question, the manner in which a ballot is counted may be challenged by the person who requested the recount or that person's representative. Challenges may not be automatic or frivolous and the challenger must state the basis for the challenge pursuant to Minnesota Statutes, section 204C.22. Challenged ballots must be placed into separate piles, one for ballots challenged by each candidate. A challenge is frivolous if it is based upon an alleged identifying mark other than a signature or an identification number written anywhere on the ballot or a name written on the ballot completely outside of the space for the name of a write-in candidate.

Subp. 3. **Counting ballots.** Once ballots have been sorted, the recount officials must count the piles using the stacking method described in Minnesota Statutes, section 204C.21. A candidate or candidate's representative may immediately request to have a pile of 25 counted a second time if there is not agreement as to the number of votes in the pile.

Subp. 4. **Reviewing and labeling challenged ballots.** After the ballots from a precinct have been counted, the recount official may review the challenged ballots with the candidate or the candidate representative. The candidate representative may choose to withdraw any challenges previously made. The precinct name, the reason for the challenge, and the name of the person challenging the ballot (or the candidate that person represents), and a sequential number must be marked on the back of each remaining challenged ballot before it is placed in an envelope marked "Challenged Ballots." After the count of votes for the precinct has been determined, all ballots except the challenged ballots must be resealed in the ballot envelopes and returned with the other election materials to the custodian of the ballots. The recount official may make copies of the challenged ballots. After the count of votes for all precincts has been determined during that day of counting, the challenged ballot envelope must be sealed and kept secure for presentation to the canvassing board.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 17 SR 8; 34 SR 1561*

Published Electronically: *May 26, 2010*

8235.0900 [Repealed, 23 SR 459]

Published Electronically: *October 9, 1998*

8235.1000 [Repealed, 34 SR 1561]

Published Electronically: *May 26, 2010*

8235.1100 CANVASSING BOARD.

The recount official shall present the summary statement of the recount and any challenged ballots to the canvassing board. The candidate or candidate representative who made the challenge may present the basis for the challenge to the canvassing board. The canvassing board shall rule on the challenged ballots and incorporate the results into the summary statement. The canvassing board shall certify the results of the recount. Challenged ballots must be returned to the election official who has custody of the ballots.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348*

Published Electronically: *October 9, 1998*

8235.1200 SECURITY DEPOSIT.

When a bond, cash, or surety for recount expenses is required by Minnesota Statutes, section 204C.35 or 204C.36, the governing body or recount official shall set the amount of security deposit at an amount which will cover expected recount expenses. In multicounty districts, the secretary of state shall set the amount taking into consideration the expenses of the election jurisdictions in the district and the expenses of the secretary of state. The security deposit must be filed during the period for requesting a discretionary recount. In determining the expenses of the recount, only the actual recount expenditures incurred by the recount official and the election jurisdiction in conducting the recount may be included. General office and operating costs may not be taken into account.

Statutory Authority: *MS s 204C.361*

History: *8 SR 1348; 38 SR 1368*

Published Electronically: *May 1, 2014*

2018

Recount Guide



Office of the Minnesota Secretary of State – Elections Division

180 State Office Building
100 Rev. Dr. Martin Luther King Jr. Blvd.
St. Paul, MN 55155

Phone: (651) 215-1440
Toll Free: 1-877-600-8683
Minnesota Relay Service: 1-800-627-3529

Email: elections.dept@state.mn.us

Website: www.sos.state.mn.us

TABLE OF CONTENTS

TABLE OF CONTENTS.....	ii
1.0 INTRODUCTION.....	1
2.0 ELECTION RECOUNTS.....	1
2.1 PUBLICLY FUNDED RECOUNTS.....	1
2.1.1 Federal and State Offices.....	1
2.1.2 Local Offices.....	1
2.1.3 Ballot Questions.....	2
2.2 DISCRETIONARY RECOUNTS.....	2
2.2.1 Candidate Recounts.....	3
2.2.2 Ballot Question Recounts.....	3
3.0 RECOUNT REQUESTS.....	3
3.1 CANDIDATE REQUESTS.....	3
3.1.1 Publicly Funded Recount Requests.....	3
3.1.2 Discretionary Recount Requests.....	3
3.2 BALLOT QUESTION.....	4
3.3 TIME LIMITS.....	4
4.0 RECOUNT EXPENSES.....	4
5.0 RECOUNT OFFICIALS.....	5
5.1 STATE, COUNTY, MUNICIPAL AND SCHOOL DISTRICT RECOUNTS.....	5
5.2 ALTERNATIVE RECOUNT ASSIGNMENTS.....	5
6.0 GIVING NOTICE.....	5
7.0 RECOUNT SCOPE.....	5
8.0 SECURING ELECTION MATERIALS.....	6
9.0 FACILITIES, ACCESSIBILITY, AND EQUIPMENT.....	6
10.0 GENERAL PROCEDURES.....	6
10.1 ELECTION MATERIALS.....	6
10.2 PREPARE AND ORGANIZE.....	6
10.2.1 Prior to the Recount.....	6
10.2.2 Facilities.....	8
10.2.3 Staffing and Training.....	8
10.3 OBSERVATION.....	8
10.4 MANAGING THE PROCESS.....	9
11.0 EXAMPLE INSTRUCTIONS.....	9
11.1 HAND COUNT INSTRUCTIONS.....	9
12.0 COUNTING AND CHALLENGING BALLOTS.....	10
12.1 PREPARING BALLOTS FROM ABSENTEE PRECINCTS.....	11
12.2 COUNTING.....	11
12.3 CHALLENGES.....	12
12.4 SORTING AND COUNTING VOTES EXAMPLE.....	14
12.4.1 Ballots sorted into piles.....	14
12.4.2 Challenged ballots placed in separate piles.....	14
12.4.3 Piles counted in stacks of 25.....	14
12.5 COUNTING AND RECORDING VOTES EXAMPLE.....	15
12.5.1 Candidate vote counts combined.....	15
12.5.2 Counts recorded on worksheet.....	15
13.0 DETERMINING VOTER INTENT.....	15

13.1 COUNTED	16
13.2 NOT COUNTED	18
14.0 CANVASSING BOARD	19
14.1 ENTERING RECOUNT RESULTS INTO ERS	19
14.2 CANVASSING BOARD REPORTS.....	20
15.0 PUBLIC RECOUNT RESULTS	21
16.0 ELECTION CONTESTS.....	21
APPENDIX	22
NOTICE OF RECOUNT	22
EXAMPLE LOCAL RECOUNT FORM-NOTICE TO CANDIDATES.....	23
RECOUNT CHECKLIST	24
Forms and Instructions for Recount Team	24
Recount Events	24
Ballot Handling.....	25
Observers and Media	25
Recount Results.....	25
Logistics	25
Supplies	25
HANDCOUNTING BALLOTS IN A RECOUNT	26
Preparing ballots from AB precincts	26
Counting a Precinct	26
RECOUNT WORKSHEET TEMPLATE.....	29

1.0 INTRODUCTION

This guide is for election officials and their staff who may be a participant in an election recount. Please use this guide with the Secretary of State publication “Minnesota Election Laws”. Citations in this guide refer to the Minnesota statutes (M.S. citations) or rules (M.R. citations). If you are using an interactive electronic edition of this guide, you may click on the citations to retrieve current statute or rule.

Portions of this guide contain procedures based on best practices, rather than statute or rule. If employing these portions, do not consider the information to hold the same authority as that information governed by federal and state law.

2.0 ELECTION RECOUNTS

Minnesota election law authorizes administrative recounts after the canvassing board certifies the results. Rather than seeking a court order, the election administrator, on behalf of the appropriate canvassing board, may conduct a manual recount. A recount is limited in scope; the sole issue a recount may resolve is whether the election judges arrived at the correct vote total. A recount is performed by a canvassing board or by its staff. ([M.S. 204C.35](#); [204C.36](#); [M.R. 8235](#))

2.1 PUBLICLY FUNDED RECOUNTS

A recount of votes at no cost to the candidate may be requested by the candidates in the cases below. The governing body assumes the responsibility for the expenses of the recount. See 3.0 Recount Requests for details of the request process.

2.1.1 Federal and State Offices

A losing candidate for nomination or election to federal or state office may file a written request for a publicly funded recount of the votes cast when the difference between the votes for that candidate and the winning candidate is:

- Less than one-half of one percent of total votes cast, for state legislative offices,
- Less than one-quarter of one percent of total votes cast, for statewide federal office, state constitutional office, statewide judicial office, congressional office or district judicial office, or
- Ten votes or less, when the total number of votes cast is 400 or less, for any federal or state office.

([M.S.204C.35, subd. 1](#))

2.1.2 Local Offices

A losing candidate for nomination or election to a county, municipal or school district office may request a publicly funded recount of the votes cast if the difference between the votes cast for that candidate and the winning candidate is:

- Less than one-half of one percent of the total votes if there are more than 400 but less than 50,000 votes cast for the office,
- Less than one-quarter of one percent of the total votes if there are more than 50,000 votes cast for the office, or
- Ten votes or less if the number of votes cast is 400 or less.

In the case of offices where two or more seats are being filled, the difference is between the elected candidate with the fewest votes and the candidate with the most votes from among the candidates who were not elected.

[\(M.S. 204C.36, subd. 1\)](#)

2.1.3 Ballot Questions

A publicly funded recount of votes cast for a county, school or municipal ballot question may be requested by any person eligible to vote on the question if the difference between the votes cast for the question and against the question is:

- Less than one-half of one percent of the total votes if there are more than 400 but less than 50,000 votes counted for the question,
- Less than one-quarter of one percent of the total votes if there are more than 50,000 votes counted for the question, or
- Ten votes or less if the number of votes counted for the question is 400 or less.

If the difference falls within one of the thresholds above, and a written recount request is received, the recount is conducted by the:

- County Auditor for a county question;
- Governing body of a municipality for a municipal question; and
- School district canvassing board for a school question. When recounting special questions, this canvassing board consists of:
 - o The school board clerk
 - o A school board member other than the clerk
 - o The county auditor of the county with the greatest number of school district residents
 - o The district court administrator of the judicial district with the greatest number of school district residents
 - o The mayor or town board chair of the school district's most populous municipality

[\(M.S. 204C.36, subd. 3; 205A.10, subd. 5\)](#)

2.2 DISCRETIONARY RECOUNTS

Discretionary recounts are usually at the expense of the person requesting them, unless certain conditions are met. See 3.0 Recount Requests for details about the request process, and 4.0 Recount Expenses for a discussion of how expenses are handled for discretionary recounts.

2.2.1 Candidate Recounts

A losing candidate can request a manual recount, at the losing candidate's expense, when the vote difference is greater than what is described in 2.1 Publicly Funded Recounts.

The candidate requesting the recount may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must first determine the expenses for recounting those precincts. ([M.S. 204C.36, subd. 2](#))

2.2.2 Ballot Question Recounts

If the difference between the votes for and the votes against a ballot question is greater than what is described in 2.1 Publicly Funded Recounts above, a recount can still be requested by any person eligible to vote on the ballot question, at their expense, who submits a petition containing the signatures of 25 voters eligible to vote on the question. ([M.S. 204C.36, subd. 3](#))

3.0 RECOUNT REQUESTS

Written requests are required for all recounts. The request should include the office or question for which the recount is requested, and be filed with the filing officer within the time limit specified below. Information specific to certain circumstances is included below.

3.1 CANDIDATE REQUESTS

3.1.1 Publicly Funded Recount Requests

In the case of federal, state and judicial races which fall within the [publicly funded recount threshold](#) (see 2.1.1 Federal and State Offices), the losing candidate shall be notified by the filing officer, immediately following the canvassing board meeting, that the candidate has the option to request a recount of votes at no cost to the candidate. The written request for such a recount must be received by the filing officer no later than 5:00 p.m. on the second day after the canvass. ([M.S. 204C.35, subd. 1](#))

In the case of local races which fall within the [publicly funded recount threshold](#) (2.1.2 Local Offices), the written request must be filed with the filing officer by 5:00 p.m. on the fifth day after the canvass of a primary or special primary, or by 5:00 p.m. on the seventh day after the canvass of a special or general election. ([M.S. 204C.36, subd. 1](#))

3.1.2 Discretionary Recount Requests

For all discretionary recounts, candidates must file a written request for the recount with the filing officer, along with a bond, cash or surety in an amount set by the governing body of the jurisdiction for the payment of the recount expenses. These materials must be filed by 5:00 p.m. on the fifth day after the canvass of a primary or special primary, or by 5:00 p.m. on the seventh day after the canvass of a special or general election.

The candidate requesting the recount may provide the filing officer with a list of up to three precincts that are to be recounted first and may waive the balance of the recount after these precincts have been counted. If the candidate provides a list, the recount official must first determine the expenses for recounting those precincts as described in 4.0 Recount Expenses.

A discretionary recount of a primary does not delay delivery of the notice of nomination to the winning candidate. ([M.S. 204C.35, subd. 2](#); [204C.36, subd. 2](#))

3.2 BALLOT QUESTION

In the matter of a ballot question recount, the written request for the recount must be filed with the filing officer of the county, municipality, or school district placing the question on the ballot, and must be accompanied by a petition containing the signatures of 25 voters eligible to vote on the question. If the difference between the votes for and the votes against the question is greater than the difference provided in [M.S.204C.36, subd.1](#), the person requesting the recount shall also file with the filing officer of the county, municipality, or school district a bond, cash, or surety in an amount set by the appropriate governing body for the payment of recount expenses. The written request, and any bond, cash, or surety required must be filed during the time for notice of contest for the election for which the recount is requested. ([M.S. 204C.36, subd. 3](#))

3.3 TIME LIMITS

Requests for a publicly funded recount of federal, state and judicial races must be received by the filing officer no later than 5:00 p.m. on the second day after the primary or general election canvass. Requests for a publicly funded recount for local races must be submitted in writing to the election jurisdiction by 5:00 p.m. on the fifth day after the canvass of the primary or special primary, or by 5:00 p.m. on the seventh day of the canvass of the special or general election. Requests for discretionary recounts or ballot questions must be filed during the time for notice of contest. ([M.S. 204C.35, subd. 2](#); [204C.36](#); [209.021 subd. 1](#))

4.0 RECOUNT EXPENSES

A person or candidate requesting a discretionary recount is responsible for the following expenses: the compensation of the Secretary of State, or designees, and any election judge, municipal clerk, county auditor, administrator, or other personnel who participate in the recount; the costs of necessary supplies and travel related to the recount; the compensation of the appropriate canvassing board and costs of preparing for the canvass of recount results; and any attorney fees incurred in connection with the recount by the governing body responsible for the recount.

Responsibility of expenses can change in certain circumstances. If the winner of a race is changed by a discretionary recount, the cost of the recount is paid by the jurisdiction conducting the recount. The jurisdiction conducting the recount is also responsible for the cost of the recount when the result of a manual recount is different from the result

reported on Election Day by a margin greater than the standard for acceptable performance of voting systems, which is a variation of one-half of one percent.

[\(M.S. 204C.35, subd. 3; 204C.36, subd. 2; 204C.36, subd.4; 206.89, subd. 4\)](#)

5.0 RECOUNT OFFICIALS

5.1 STATE, COUNTY, MUNICIPAL AND SCHOOL DISTRICT RECOUNTS

The secretary of state or secretary of state's designee is the recount official for recounts conducted by the State Canvassing Board. The county auditor or auditor's designee is the recount official for recounts conducted by the county canvassing board. The municipal clerk or clerk's designee is the recount official for recounts conducted by the municipal canvassing board. The school district clerk or clerk's designee is the recount official for recounts conducted by the school district canvassing board.

5.2 ALTERNATIVE RECOUNT ASSIGNMENTS

The recount official may delegate the duty to conduct a recount to a county auditor or municipal clerk as long as both parties agree to the delegation.

When the person who would otherwise serve as recount official is a candidate or related to a candidate for the office to be recounted, per [M.R. 8235.0200](#) the appropriate canvassing board shall select an election official from another jurisdiction to conduct the recount. ([M.R. 8235.0200](#))

6.0 GIVING NOTICE

Within 24 hours after determining that a publicly funded recount is authorized or requested or within 48 hours of receipt of a written request for a discretionary recount and filing of a security deposit if one is required, the official in charge of the recount shall send notice to the candidates for the office to be recounted and the county auditor of each county wholly or partially within the election district. The notice must include the date, starting time, and location of the recount, the office to be recounted, and the name of the official performing the recount. The notice must state that the recount is open to the public. ([M.S. 204C.361](#); [M.R. 8235.0300](#))

Notification is also critical in securing the public perception of valid and accurate recount proceedings. It should extend well beyond specified requirements. Specific effort should be made to contact all interested parties in a ballot question recount. There is also value in being able to state that these parties were requested to be present at the recount in the event that persons are unhappy with the outcome of a recount.

7.0 RECOUNT SCOPE

The scope of all publicly funded and discretionary recounts is limited to the determination of the number of votes validly cast for the office being recounted. Only the ballots cast and

the summary statements for the precinct(s) being recounted are considered during the recount proceedings. Envelopes that were not opened and original ballots that have been duplicated are not reviewed during the recount proceedings. These ballots are only examined as part of an election contest. ([M.S. 204C.35](#); [204C.36](#); [M.R. 8235.0700](#))

8.0 SECURING ELECTION MATERIALS

The official who has custody of the voted ballots is responsible for keeping secure all election materials. Registration cards of voters who registered on Election Day may be processed as required by part [M.R. 8200.2700](#). All other election materials must be kept secure by precinct as returned by the election judges until all recounts have been completed and until the time for contest of election has expired. ([M.R. 8235.0400](#))

9.0 FACILITIES, ACCESSIBILITY, AND EQUIPMENT

All recounts must be accessible to the public. In a multi-county recount the secretary of state may locate the recount in one or more of the election jurisdictions or at the site of the canvassing board. Each election jurisdiction where a recount is conducted shall make available without charge to the recount official or body conducting the recount adequate accessible space and all necessary equipment and facilities. ([M.S. 8235.0600](#))

10.0 GENERAL PROCEDURES

At the opening of a recount, the recount official or legal adviser must present the procedures for the process, such as those contained in this section.

A recount official must be in the room at all times. If the recount official must leave the room, they must delegate a deputy recount official to preside over the proceedings during their absence. ([M.R. 8235.0700](#))

10.1 ELECTION MATERIALS

The custodian of the ballots shall make available to the recount official the precinct summary statements, the sealed precinct boxes or containers containing the voted ballots, and any other election materials requested by the recount official. No ballots or election materials may be handled by candidates, their representatives, or members of the public. The sealed materials must be unsealed and resealed in public view. ([M.R. 8235.0700](#))

10.2 PREPARE AND ORGANIZE

10.2.1 Prior to the Recount

Prior to the recount, prepare a recount packet with a checklist and a recount calendar. Have all forms, supplies, badges identifying roles, and contact information organized to ensure that all information given to individuals is provided in a consistent format. This will save time and allow the focus of a recount to be on election specific issues. Determine how

results will be released - as counting progresses or at completion. Determine how many original copies of recount results are needed.

Recount worksheets for federal, state and county recounts can be printed from the OSS Election Reporting System (ERS) after the state canvassing board has certified the original federal or state results, or the county canvassing board has certified the county office results. A generic recount worksheet template for other recounts is included in the Appendix.

Recount WorkSheet

Filter
Recount: U.S. Representative District 3 *

Back View Report

1 of 9 100% Find | Next

Recount Worksheet
STATE GENERAL
Tuesday, November 06, 2012
County - Hennepin, Recount - U.S. Representative District 3

Printed: 06/21/2012 10:54 AM
Printed By: electadmin

Precinct	Nov 6 Votes for FONZARELLI	Nov 6 Votes for CUNNINGHAM	Recount Votes for FONZARELLI	Recount Votes for CUNNINGHAM	Recount All OTHER Ballots	Ballots Challenged by CUNNINGHAM	Ballots Challenged by FONZARELLI	Ballots Challenged by BOTH	Recount Team Initials	Date Precinct Counted
0005-BLOOMINGTON W-1 P-07	0	0								
0010-BLOOMINGTON W-1 P-08	0	0								
0015-BLOOMINGTON W-1 P-09	0	0								
0020-BLOOMINGTON W-1 P-10	0	0								

After the canvassing board has met, OSS will mark the offices to be recounted in ERS. Then, counties can print the Recount Worksheets by selecting “Recount” in the County User menu, then selecting the Print Recount Worksheet option, selecting the office to be recounted from the drop-down list, and clicking on the View Report button.

The first two columns of the worksheet will be pre-filled with the canvassed result and contains spaces for the recount results for the candidates and challenged ballots to be recorded for each precinct. Officials for other local recounts may prepare their own recount worksheet in a similar format.

Print the report by clicking on the export icon, and selecting a format such as a pdf file. The worksheet can then be printed from the window which has opened in the selected format.



Challenged ballot labels, if available, may be printed through a Recount menu option. Otherwise a pdf of challenged ballot labels will be made available for federal and state offices. The labels contain a challenged ballot number that is sequential within a county for

each office being recounted. Officials for other local recounts may prepare their own challenged ballot labels in a similar format.

U.S. Representative District 3	
Precinct:	Bloomington W-1 P-7
Challenged ballot #:	5
Challenged by:	Fonsarelli By Tom Jones
Challenge reason:	Not Cunningham is Overvote

10.2.2 Facilities

Setting up the facilities is important. In addition to setting up the room where the recount takes place, remember to consider security needs and parking availability for those involved in the process. The required number of counting tables should be set up. Be aware of logistics as you set up the room (e.g., bringing and removing election materials; bathrooms unlocked). Any tables or work space provided for the candidates, with places for the candidates' counsels or representatives, should be separate from the tables where the counting takes place. Set up the room so there is a "staging area" that can be seen from the viewing area, a counting area, and a viewing area for the public and members of the media.

Only those people directly involved in the recount are allowed within the recount area (the staging and counting areas). These individuals are limited to the recount official and legal adviser, and candidates or the candidates' representatives. The public and the press are only allowed in the public viewing area to observe the proceedings. Cell phones, cameras, and video cameras may be used in the public viewing area provided that they are not disruptive. Badges should be provided which identify the people present and their different capacities. ([M.R. 8235.0700](#))

10.2.3 Staffing and Training

Bring as many staff as you will need. Require name badges for all authorized personnel. Establish firm guidelines for release of all information both to the media and staff members. Schedule the training/information dissemination session for staff. Keep your team informed.

10.3 OBSERVATION

The recount official shall arrange the counting of the ballots so that the candidates or the candidates' representative may observe the ballots as they are sorted. After they have been sorted, one additional representative per candidate may observe the ballots while they are being counted. If other election materials are handled or examined by the recount officials, the candidates and their representatives may observe them. The recount official must ensure that public observation does not interfere with the counting of the ballots and preparation of a summary of the recount vote by precinct.

Candidates may have additional representatives in the public viewing area of the room.
([M.R. 8235.0700](#))

10.4 MANAGING THE PROCESS

The recount official or their designee is in charge. Acknowledge everyone present (your team, candidates, legal counsels, election officials, public, and press). Everyone has a role. Always explain what is about to occur and explain why. Be completely thorough and transparent. Never hold a private conversation with only one of the parties. Always appear in control of yourself and the situation.

The recount official provides detailed instructions both orally and in writing:

- Roles of recount officials, observers and staff.
- General procedures for the recount.
- Sealed containers only opened when recount team and observers are present.
- All ballots and materials will be in public view.
- Sorting process
- Counting process
- Challenge ballot process

If candidates or their representatives have concerns or suggestions, listen. Make sure everything you do and that occurs during the recount fills the process with accountability, credibility and trust. Make a defensible decision and carry it out consistently.

11.0 EXAMPLE INSTRUCTIONS

11.1 HAND COUNT INSTRUCTIONS

This is an **administrative** recount held pursuant to [M.S. 204C.35](#) and [M.R. 8235](#). It is **not** to determine who was eligible to vote. It is **not** to determine if campaign laws were violated. It is **not** to determine if absentee ballots were properly accepted. It is simply to physically recount the ballots **for this race!**

If we find a difference in the vote count, you need to be aware that this is not unusual and that this is why we have the recount law. Normally any errors by the judges or the machine are random errors and generally offset one another. Characteristically what we find is that a slight change one way in one precinct is balanced off by a corresponding change in the other direction in another precinct. Normally the results of the election are not changed by these adjustments, but it does happen.

I am the recount official. **No one else touches the ballots** once they are out of the sealed cases unless I specifically allow it. Make any concerns regarding the process known immediately to me. Ballots will be recounted by precinct. We will count one precinct at a time as provided in [M.S. 204C.361 \(b\)](#). This means that a recount official shall maintain the segregation of ballots by precinct but the recount official may recount more than one

precinct at a time in physically separate locations within the room in which the recount is administered.

Ballots (precinct and absentee) will be removed from the sealed case(s). If the absentee precinct results were originally reported as a separate absentee total for the precincts, then absentee ballots for the precincts will be counted and reported separately from the precinct ballots. If the absentee precinct results were originally included in the precinct results (as required for state primary and state general elections), the precinct ballots will be combined with the ballots from the appropriate absentee precinct, and all ballots for the precinct will be recounted and reported together as one total. Prior to counting any ballots for a precinct, staff will turn all ballots to be facing in the same direction. I will separate the ballots into three piles: One for candidate A to my left, one for candidate B to my right, and a third pile for all other ballots. Voter's intent will be determined pursuant to [M.S. 204C.22](#).

The candidate or candidate's representative has the right to challenge which piles I have decided to place the specific ballot in. Challenges may not be automatic or frivolous. Staff will count the ballots by piling the ballots crosswise in groups of 25. A candidate or their representative may immediately request to have a specific stack of 25 counted a second time, but not the entire pile. Vote counts for each candidate will be announced. For challenged ballots, the challenger needs to describe why they challenge the decision. I may decide they are right. If I do not agree and the challenge is not withdrawn, I will write why it is challenged on the ballot and place it in an envelope marked "Challenged Ballots". The challenged ballots will be brought to the canvass board and they will examine them and make a final decision how to count them.

Counts will be recorded for each precinct on the recount summary statement. Counts for federal and state offices will be recorded on the summary statement with the votes as determined by the recount official for either of the two candidates or "Other". Counts recorded for challenged ballots on the summary statement are a subset of the totals for the candidates. *{Change this statement if challenged ballots will be recorded differently for local offices.}* The ballots will be resealed in the cases. At the end of the recount, I will write on the front of the challenged ballot envelope which precinct(s) and how many ballots are in the envelope, seal it and have staff assisting with the recount sign over the flap of the envelope. The recount summary statement and challenged ballots will be presented to the canvass board. After completing the recount in each precinct, I will furnish a report of the recount results of all precincts at the conclusion of the recount. After the recount is finished here today, the ballots, other than challenged ballots, will be resealed and returned to the County Auditor. The State (or County/Municipal/School District if applicable) Canvassing Board will declare the winning nominee after reviewing the summary statement of the recount vote prepared by the Recount Official, and resolving any ballot challenges.

12.0 COUNTING AND CHALLENGING BALLOTS

Ballots must be recounted by precinct and only ballots from one precinct at a time can be on a table at one time. Recount teams of at least 2 recount staff conduct the counting for a precinct. This means that a recount official shall maintain the segregation of ballots by

precinct but may recount more than one precinct at a time in physically separate locations within the room in which the recount is administered. The recount official recounts ballots in accordance with [M.S. 204C.22](#). Ballot containers must always be opened and resealed in public view. The sorting, counting, and review of ballots for a precinct must be completed and all ballots must be securely stored before breaks for meals can be taken or counting is finished for the day. ([M.R. 8235.0700](#))

12.1 PREPARING BALLOTS FROM ABSENTEE PRECINCTS

The recount official opens the ballot containers from the absentee precincts (including any write-ins). One member of the recount team sorts the absentee ballots by precinct. A second member of the recount team then reviews the sorted ballots to verify that the ballots have in fact been properly sorted by precinct. When completed, the absentee ballots are sealed in separate envelopes by precinct.

12.2 COUNTING

The recount official opens the precinct ballot containers (including any write-ins) and the absentee ballot containers for the precinct. For the state primary and state general, the precinct ballots (including write-ins) are combined with the ballots from the appropriate absentee ballots and recounted and reported as one total.

Note: If the absentee ballot results for non-state primary or non-state general elections were originally reported as a separate absentee total as its own precinct, then absentee ballots are recounted and reported separately from the precinct ballots.

The recount team faces the ballots so they are all facing in the same direction, and then the recount sorter examines the ballots to determine (using [M.S. 204C.22](#)) for whom the ballot was cast. The recount sorter places ballots for candidate A in one pile to their left, one pile for candidate B to their right, and all other ballots in a third pile (includes ballots for other candidates, overvotes, undervotes, etc). A candidate or their representative has the right to challenge in which pile a specific ballot is placed, and whether there are identifying marks on that ballot.

The canvassing board/recount official will provide instructions on how challenged ballots will be reported on the recount worksheet. The two options are:

Option 1. Vote totals in candidate and “Other” column reflect the recount official’s determination of the voter’s intent, including ballots that have been challenged by a candidate’s representative. Challenged ballots are also reported in the challenged ballot columns. Under this option, if the canvass board rejects all challenges and affirms the recount official’s determination, the recount vote totals reported in the candidate columns would not change. If the canvass board disagrees with the recount official’s determination and reallocates the vote on a challenged ballot, the vote totals reported in the candidate/other columns would be adjusted by the canvassing board. ERS is programmed using this option for federal, state or county recounts.

Option 2. Vote totals in candidate and “Other” column reflect only the recount official’s determination of the voter intent only for non-challenged ballots. Challenged ballots are only reported in the challenged ballot columns. Votes on challenged ballots are only assigned to a candidate or “Other” after a decision on the challenge is made by the canvassing board.

After all ballots have been placed in the appropriate piles, the recount team counts the ballots in each and stacks them crosswise in groups of 25. A candidate or their representative may immediately request that a specific pile of 25 be recounted a second time, not the entire pile.

When finished, the vote counts for each pile are announced, the recount official reviews any challenged ballots with the candidates or their representatives and any needed adjustments to the pile counts are made, and the counts are also recorded on the recount worksheet.

All ballots except the challenged ballots must then be resealed in the ballot containers and returned with the other election materials to the custodian of the ballots. The recount official may make copies of the challenged ballots, but must be accompanied by another individual if leaving the room to make copies. After the count of votes for all precincts has been determined each day, the challenged ballot envelope must be sealed and kept secure along with the recount worksheet for later presentation to the canvassing board. ([M.S. 204C.361](#); [M.R. 8235.0800](#))

12.3 CHALLENGES

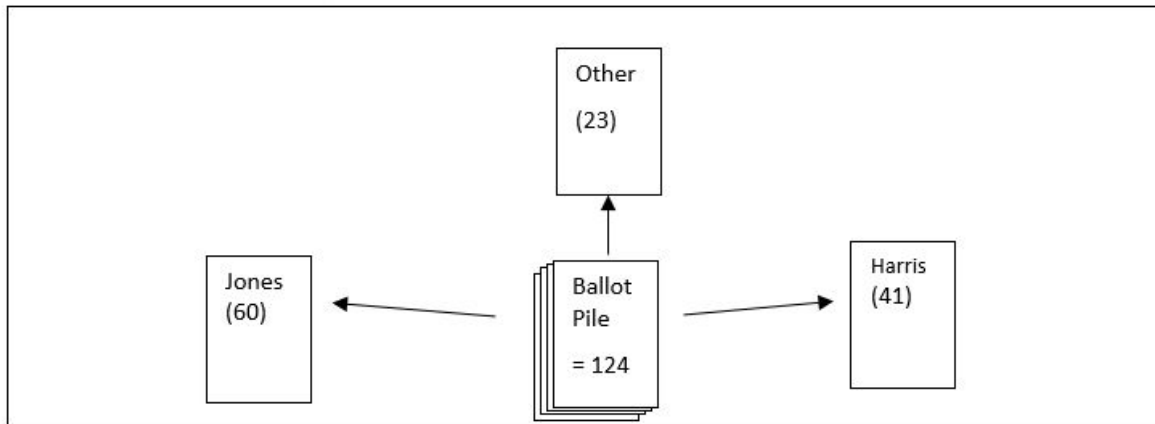
A candidate or candidate's representative has the right to challenge in which pile a specific ballot is placed, and whether there are identifying marks on that ballot. Challenges cannot be for an entire precinct or group of ballots. The challenger needs to describe why they are challenging the decision. Challenges may not be automatic or frivolous and is frivolous if based on an identifying mark other than a signature or identifying number written on the ballot, or a name written completely outside a write-in space. Also, the absence of election judge initials on a ballot cannot be the basis of a challenge. Challenged ballots are placed in separate piles for ballots challenged by each candidate. Challenged ballots may be withdrawn by the candidate or candidate's representative.

After counting for the precinct is completed, the recount official may review challenged ballots with the candidates or candidates' representatives. They may withdraw previously challenged ballots. If challenged ballots are withdrawn, the ballots are added to the pile as determined by the recount official and the counts for those piles are adjusted. Counts are recorded on the recount worksheet based on the option of reporting described in 12.2 Counting above. All remaining challenged ballots must be labeled on the back of the ballot. The label must include the precinct name, reason for the challenge, the name of the candidate and name of representative initiating the challenge (or candidate represented), numbered sequentially (1, 2, 3, etc not Smith 1, 2, 3 and Jones 1, 2, 3), and placed in the "Challenged Ballots" envelope for that day. The challenge reason format is "Not {intent

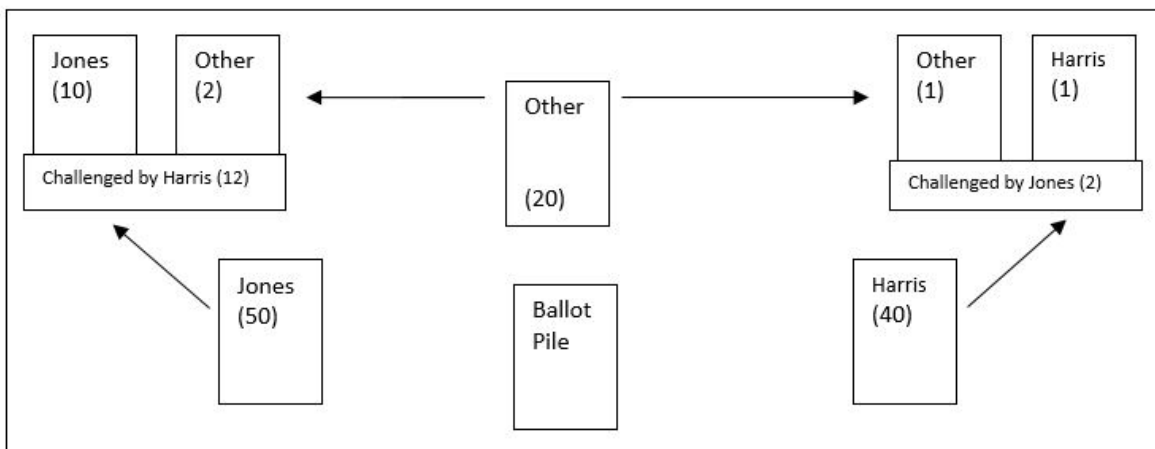
determined by sorter}, is {how challenger views intent}" (e.g. "Not Smith, is undervote", "Not Jones, is identifying mark"). ([M.R. 8235.0800](#))

12.4 SORTING AND COUNTING VOTES EXAMPLE

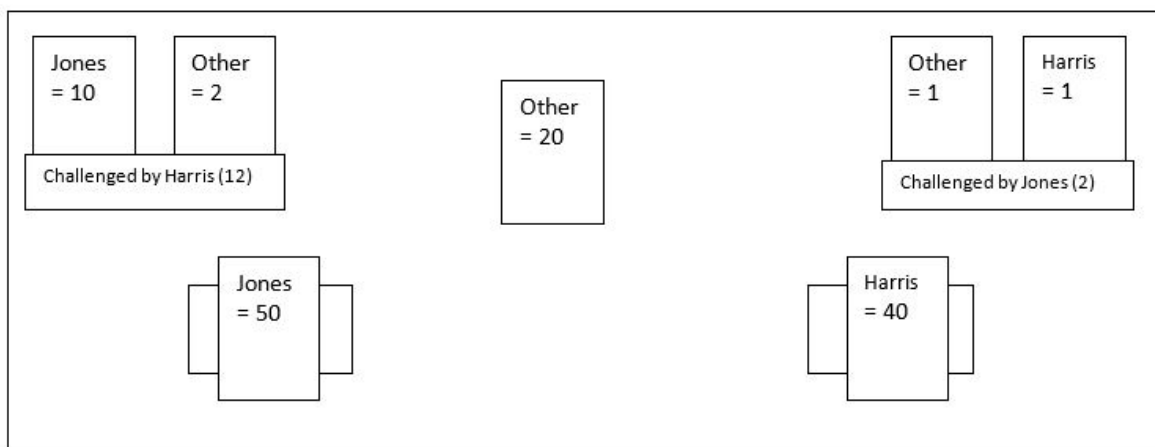
12.4.1 Ballots sorted into piles



12.4.2 Challenged ballots placed in separate piles

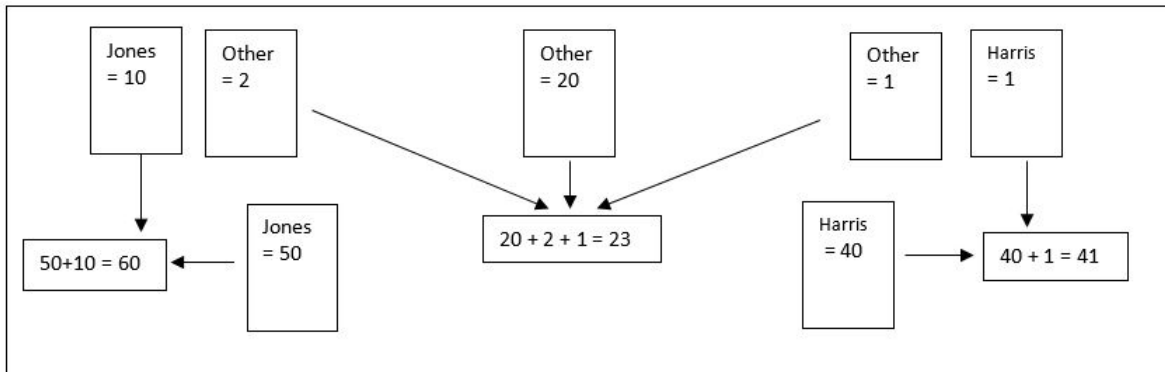


12.4.3 Piles counted in stacks of 25

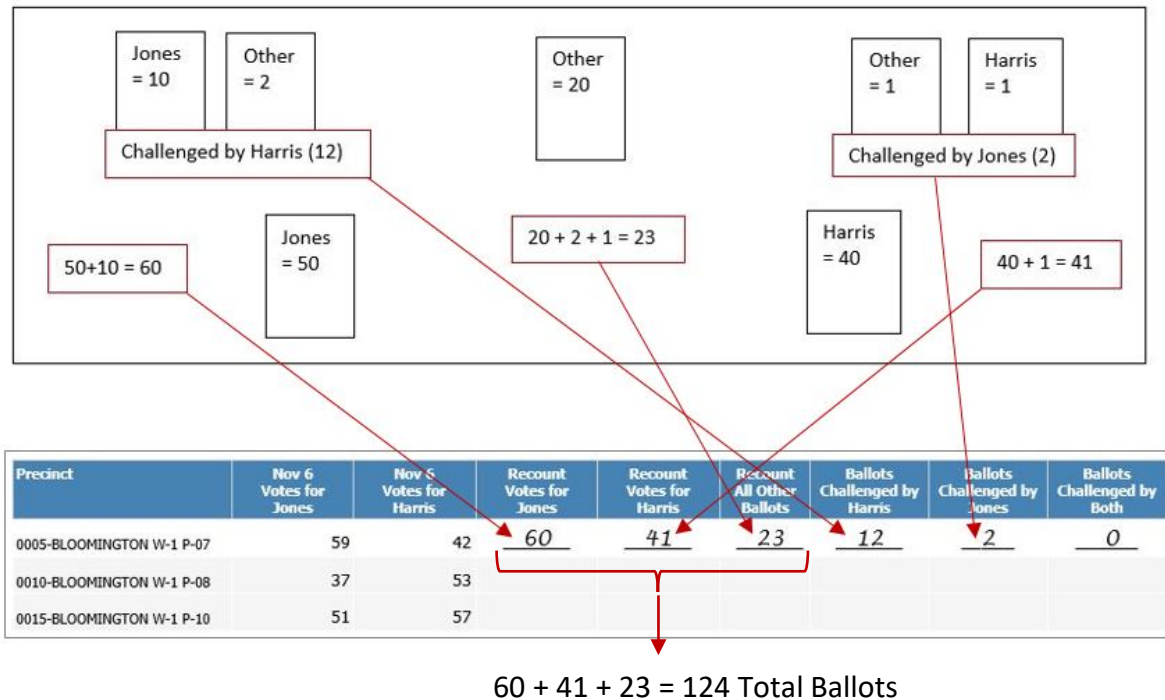


12.5 COUNTING AND RECORDING VOTES EXAMPLE

12.5.1 Candidate vote counts combined



12.5.2 Counts recorded on worksheet



13.0 DETERMINING VOTER INTENT

Minnesota law requires that every effort be made to accurately count all votes on a ballot. This means that a ballot or vote must not be rejected for a technicality if it is possible to decide what the voter intended, even though the voter may have made a mistake or the ballot is damaged. Intent is determined only from the face of the ballot. Use the following rules to decide what a voter intended:

13.1 COUNTED

- If a name is written in the proper place but write-in not marked, count the voter for that individual whether or not write-in target is marked to the left of the written in name.

FEDERAL OFFICES	
U.S. SENATOR	
VOTE FOR ONE	
☐	ROBERT FITZGERALD Independence Party
☐	MARK KENNEDY Republican
☐	AMY KLOBUCHAR Democratic-Farmer-Labor
☐	MICHAEL JAMES CAVLAN Green Party
☐	BEN POWERS Constitution Party
☐	<u>John Smith</u> Write-in, if any

- A mark made out of place but close enough to a name or line to determine voter intent are counted.

FEDERAL OFFICES		FEDERAL OFFICES		FEDERAL OFFICES		FEDERAL OFFICES	
UNITED STATES SENATOR		UNITED STATES SENATOR		UNITED STATES SENATOR		UNITED STATES SENATOR	
VOTE FOR ONE		VOTE FOR ONE		VOTE FOR ONE		VOTE FOR ONE	
☒	JACK SHEPARD	☐	JACK SHEPARD	☐	JACK SHEPARD X	☐	JACK SHEPARD
☐	NORM COLEMAN	☐	NORM COLEMAN	☐	NORM COLEMAN	☐	NORM COLEMAN
CONTINUE VOTING ON THE NONPARTISAN BALLOT		CONTINUE VOTING ON THE NONPARTISAN BALLOT		CONTINUE VOTING ON THE NONPARTISAN BALLOT		CONTINUE VOTING ON THE NONPARTISAN BALLOT	

- If two or more different marks used, count those, provided the marks do not mark the ballot with distinguishing characteristics where the voter's intent is to identify the ballot.

SUPREME COURT	
ASSOCIATE JUSTICE 3 VOTE FOR ONE	
☒	ALAN LAWRENCE NELSON
☐	PAUL H. ANDERSON Incumbent
☐	TIM TINGELSTAD
ASSOCIATE JUSTICE 4 VOTE FOR ONE	
☒	LORIE SKJERVEN GILDEA Incumbent
☐	DEBORAH HEDLUND
☐	JILL CLARK
☐	F. RICHARD GALLO, JR.
2ND DISTRICT COURT	
JUDGE 21 VOTE FOR ONE	
☒	JOY D. BARTSCHER
☐	CONNIE S. IVERSEN
☐	JOHN P. GUZIK

- If marks are made next to two candidates and an attempt was made to erase one of the two, vote is counted for the remaining marked candidate.

UNITED STATES SENATOR VOTE FOR ONE	UNITED STATES SENATOR VOTE FOR ONE
☒ DARRYL STANTON	☒ DARRYL STANTON
☒ BILL DAHN	☒ BILL DAHN
☐ STEPHEN WILLIAMS	☐ STEPHEN WILLIAMS
☐ JACK ULDRICH	☐ JACK ULDRICH
☐ KURT MICHAEL ANDERSON	☐ KURT MICHAEL ANDERSON
☐ DOUG WILLIAMS	☐ DOUG WILLIAMS
☐ DEAN BARKLEY	☐ DEAN BARKLEY
CONTINUE VOTING ON THE NONPARTISAN BALLOT	CONTINUE VOTING ON THE NONPARTISAN BALLOT

- If an attempt is made to obliterate a write-in name a vote is counted for the remaining write-in name or marked candidate.

FEDERAL OFFICES U.S. SENATOR VOTE FOR ONE
☒ ROBERT FITZGERALD Independence Party
☐ MARK KENNEDY Republican
☐ AMY KLOBUCHAR Democratic-Farm Labor
☐ MICHAEL JAMES CAVLAN Green Party
☐ BEN POWERS Constitution Party
☐ John Smith
U.S. REPRESENTATIVE

- A write-in for governor without lieutenant governor is counted as a vote for the team of candidates including lieutenant governor.
- Count all printed names with a mark made opposite them and all names written-in, not exceeding the number to be elected for that office.
- Misspellings for names written-in are ok provided that voter intent can be determined.
- If voter's choice can only be determined for some of the offices on the ballot, only count those offices on the ballot.
- If voter uniformly uses same mark to mark the ballot, count if possible.
- A ballot cannot be rejected because it is slightly soiled or defaced.
- A ballot that has one or more blank offices is not defective.

13.2 NOT COUNTED

- Marks more candidates than to be elected or nominated ballot is defective for that office.
 - o All other offices on the ballot are counted if possible.

UNITED STATES SENATOR	
VOTE FOR ONE	
☒	DARRYL STANTON
☒	BILL DAHN
☐	STEPHEN WILLIAMS
☒	JACK ULDRICH
☐	KURT MICHAEL ANDERSON
☐	DOUG WILLIAMS
☐	DEAN BARKLEY
CONTINUE VOTING ON THE NONPARTISAN BALLOT	

- For a primary, if the voter marks candidates from more than one party, the ballot is totally defective for the partisan offices.

INDEPENDENCE PARTY	REPUBLICAN PARTY	DEMOCRATIC-FARMER- LABOR PARTY
FEDERAL OFFICES	FEDERAL OFFICES	FEDERAL OFFICES
UNITED STATES SENATOR VOTE FOR ONE	UNITED STATES SENATOR VOTE FOR ONE	UNITED STATES SENATOR VOTE FOR ONE
☒ DARRYL STANTON ☐ BILL DAHN ☐ STEPHEN WILLIAMS ☐ JACK ULDRICH ☐ KURT MICHAEL ANDERSON ☐ DOUG WILLIAMS ☐ DEAN BARKLEY CONTINUE VOTING ON THE NONPARTISAN BALLOT	☒ JACK SHEPARD ☐ NORM COLEMAN CONTINUE VOTING ON THE NONPARTISAN BALLOT	☒ "DICK" FRANSON ☐ AL FRANKEN ☐ BOB LARSON ☐ PRISCILLA LORD FARIS ☐ OLE SAVIOR ☐ ROB FITZGERALD ☐ ALVE ERICKSON CONTINUE VOTING ON THE NONPARTISAN BALLOT

- If the voter used an identifying mark or mark with the intent to identify the ballot, the entire ballot is defective.

his: *John Smith*

COUNTY OFFICES
CONSERVATION DISTRICT SUPERVISOR DISTRICT 2 VOTE FOR ONE

Write-in, if any

CONSERVATION DISTRICT SUPERVISOR DISTRICT 5 VOTE FOR ONE
☒ MARGARET A. BEHRENS
Write-in, if any

7432

- If a voter has voted yes and no on a ballot question, that question is not counted but the rest of the ballot must be counted if possible.
- No write-in votes counted for a primary or a special primary.
 - o Any names written on a primary or special primary ballot are an indentifying mark and no votes on the ballot would be counted.
- If marks are made opposite of more printed candidate names or write-ins allowed for an office, the ballot is defective for that particular office.

- If the number of candidates for an office is equal to the number of individuals to be elected to that office, and the voter has not marked any name, no vote is counted for any candidate for that office.
- A specific office is considered blank when no name or response to a question is marked and no name is written-in.

([M.S. 204C.22](#))

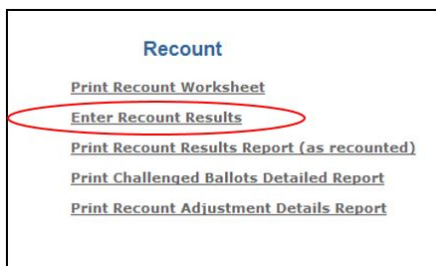
14.0 CANVASSING BOARD

The recount official presents the recount worksheet and any challenged ballots to the canvassing board. The candidate or candidate representative who made the challenge may present the basis for the challenge to the canvassing board. The canvassing board rules on the challenged ballots and incorporates the rulings into the canvassing report. The canvassing board certifies the results of the recount. Challenged ballots must be returned to the election official who has custody of the ballots. For general elections, the certificate of election is issued to the winning candidate after the seven days have passed after the canvassing board declared the candidate elected. ([M.R. 8235.1100](#))

14.1 ENTERING RECOUNT RESULTS INTO ERS

To generate canvassing board reports (and update web site with daily recount results, if applicable) for federal, state or county recounts, input the results from the Recount Worksheets into ERS.

Select the Enter Recount Results option.



Select the recounted office to be updated from the drop-down list.

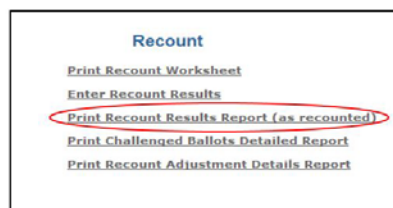
Enter Recount Results

Recount:

Precinct	Nov 6 Votes for FONZARELLI	Nov 6 Votes for CUNNINGHAM	Recount Votes for FONZARELLI	Recount Votes for CUNNINGHAM	Recount All OTHER Ballots	Ballots Challenged by CUNNINGHAM	Ballots Challenged by FONZARELLI	Ballots Challenged by BOTH	Precinct Complete
0005-BLOOMINGTON W-1 P-07	0	0	0	0	0	0	0	0	☐
0010-BLOOMINGTON W-1 P-08	0	0	0	0	0	0	0	0	☐

Daily throughout the recount, input data from a single or multiple precincts and click Save. (Do not mark the Precinct Complete checkbox until after data is proofed in the next step.) After precinct(s) data has been entered and saved, print the Recount Results report and proof your numbers.

Select the Print Recount Results Report option.



Export and print the report in the same manner as printing the Recount Worksheet.

When data for a precinct(s) has been proofed and is correct, select the Enter Recount Results menu option and check the Precinct Complete checkbox for all precincts which have been proofed. Only precincts with the Precinct Complete checkbox marked will have results displayed on the public recount results web site each evening.

Enter Recount Results

Recount: U.S. Representative District 3

Back
Save
Reset

Precinct	Nov 6 Votes for FONZARELLI	Nov 6 Votes for CUNNINGHAM	Recount Votes for FONZARELLI	Recount Votes for CUNNINGHAM	Recount All OTHER Ballots	Ballots Challenged by CUNNINGHAM	Ballots Challenged by FONZARELLI	Ballots Challenged by BOTH	Precinct Complete
0005-BLOOMINGTON W-1 P-07	0	0	0	0	0	0	0	0	☒
0010-BLOOMINGTON W-1 P-08	0	0	0	0	0	0	0	0	☐

14.2 CANVASSING BOARD REPORTS

For county or state offices wholly within one county, recount results are input into ERS, the printed Results Worksheet and Challenged Ballot reports can be used to resolve challenged ballots with the canvassing board. After determinations made by the canvassing board on challenged ballots have been input into ERS, updated state or county abstracts are generated within ERS and presented to the county canvassing board.

For federal offices or state offices in multiple counties, recount results input into ERS will be used to prepare a challenged ballot report for the state canvassing board. After determinations made by the canvassing board on challenged ballots have been input into ERS, an updated canvassing report will be generated and presented to the state canvassing board (or county canvassing board for a state office wholly within a single county or for a county office).

15.0 PUBLIC RECOUNT RESULTS

Federal and state office recounts reported in ERS may be publicly reported daily on the OSS website. For local office recounts, the recount official should notify interested parties of the outcome of the recount and cross reference recount findings in all permanent records. File a copy of Report of Recount Canvass in or with:

- Apparent winner
- Apparent loser
- Secretary of State (for state elections)
- Media
- Precinct tally lists
- Canvass book
- Election work folder
- Voting Equipment vendor if recount demonstrated equipment problems

16.0 ELECTION CONTESTS

Contests are judicial proceedings which occur following the filing of a lawsuit. A recount is one possible remedy in an election contest. Any voter in the election district (not just a candidate) may file a contest lawsuit. Time for notice of a contest for an office which is recounted pursuant to [M.S. 204C.35](#) or [M.S. 204C.36](#) shall begin to run upon certification of the results of the recount by the canvassing board. An election contest does not delay the timing of issuance of the certificate of election after the canvassing board has declared the results. ([M.S. 209](#))

APPENDIX

NOTICE OF RECOUNT

Date of Notice:

Notice to Candidates:

Notice to Auditor:

Dates of Recount:

Starting Times:

Location:

Office to be recounted:

The recount is open to the public.

EXAMPLE LOCAL RECOUNT FORM-NOTICE TO CANDIDATES

[insert date]

Name

Address

Address

SUBJECT: OFFICIAL NOTICE OF RECOUNT COUNTY COMMISSIONER []

The purpose of this letter is to officially inform you that pursuant to M.S. § 204C.36, a recount has been requested by candidate [insert candidate name] [at his own expense] or [and must be provided without cost pursuant to state law].

The [Supervisor of Elections or County Auditor] will be conducting a recount of the [insert name of contest and district number] office and will be counting [number of segregated precincts that will be counted at one time] beginning on [insert date] at [insert time] in Room [insert room] of the [insert location and address]. This recount will be open to the public and candidates may be represented by counsel.

If you have any questions or concerns regarding this recount process, please feel free to contact me directly at [insert phone number].

Sincerely,

[insert name]

[Supervisor of Elections or County Auditor]

c: [insert name], _____ County Attorney

[insert name], _____ County Administrator

County Public Information

County Commissioners

Appropriate Clerks

Candidates

RECOUNT CHECKLIST

Forms and Instructions for Recount Team

- ☐ List of duties for recount team
- ☐ Steps in recount procedure
- ☐ Checklist
- ☐ General procedures
- ☐ Oral Instructions
- ☐ Publicly funded recount legal steps
- ☐ Emergency contact numbers
- ☐ Counter training & training schedule
- ☐ Location and date
- ☐ Backup location identified
- ☐ 4 to 8 hours to pull training materials together
- ☐ Training to be 2 hours – 6 sessions
- ☐ Recount official training
- ☐ Develop materials & schedule training
- ☐ Determine number of team leaders
- ☐ State Law
- ☐ With index to recount specific sections

Recount Events

- ☐ Schedule recount activities
- ☐ Establish calendar of events
- ☐ Notify:
 - ☐ OSS Staff
 - ☐ Candidates
 - ☐ County Auditors
 - ☐ County courthouse security
 - ☐ Media –draft media press release
 - ☐ Counters and team leads
 - ☐ Law Enforcement
 - ☐ Canvassing Board
- ☐ Schedule information session for recount team
- ☐ Establish firm guidelines for release for ALL information to media & staff
- ☐ Designate media point of contact
- ☐ Only media point of contact has authority to give recount results
- ☐ Inquires
- ☐ Clearly list individual staff and department duties

Ballot Handling

- ☐ Transportation
- ☐ Identify who will schedule (control) ballot transport
- ☐ Memo to involved jurisdictions of procedure for preparing ballots for transportation
- ☐ Determine delivery schedule
- ☐ Security around ballots
- ☐ Hire security
- ☐ 24/7 security
- ☐ Counting Method (single or multiple stations)
- ☐ Determine ballot workflow on-site

Observers and Media

- ☐ Know and enforce limitation on number of observers
- ☐ Check observers/media in and out. Keep a log
- ☐ Provide easily identifiable name badges & require their use.
- ☐ Provide observer/media packet. Include:
 - ☐ Schedule of Events
 - ☐ Governing Laws, Purposes & processes.
 - ☐ Copy of original results
 - ☐ Contact information

Recount Results

- ☐ Determine how results will be released; as count progresses or at completion?
- ☐ Notify interested parties of recount outcome.
- ☐ Notify Canvassing Board

Logistics

- ☐ Staffing: on-going or in shifts?
- ☐ Identify number for recount team(s)
- ☐ Identify Recount Officials
- ☐ Costs
- ☐ Furniture – Table & Chairs
- ☐ Recount Set Up
- ☐ May need partitions
- ☐ Include an outer walkway for media and observers.
- ☐ Parking for counters
- ☐ Miscellaneous
- ☐ After hours contacts
- ☐ Maps

Supplies

HANDCOUNTING BALLOTS IN A RECOUNT

Preparing ballots from AB precincts

****If not already completed, ballots from AB precincts must be separated by precinct.**

1. The recount official opens the ballot containers from the absentee precincts (including any write-ins);
2. One member of the recount team sorts ballots from the AB precincts by precinct;
3. Second member of the recount team reviews sorted ballots to verify they have been properly sorted;
4. When completed, absentee ballots are sealed in separate envelopes by precinct.

Counting a Precinct

****The following steps should be completed by at least one team of 2 recount staff.**

1. Recount official opens precinct ballot containers (including any write-ins) and combines ballots with ballots from the appropriate absentee precinct envelope;
 - a. If the absentee precinct results were originally reported as a separate absentee total for the precinct, then absentee ballots for the precinct are recounted separately from the precinct ballots;
 - b. If the absentee precinct results were originally included in the precinct results (as required for state primary and state general elections), the precinct ballots (including write-ins) are combined with the ballots from the appropriate absentee precinct and all ballots will be counted and reported together as one total.
2. Recount team faces the ballots so they are all facing the same direction.
3. Recount official examines ballots and determines (using M.S. 204C.22) for whom the ballot was cast;
 - a. One pile for candidate A on the left;
 - b. One pile for candidate B on the right;
 - c. Other ballots in a third pile;
 - i. Other candidates, overvotes, undervotes.
4. Candidate or candidate's representative has the right to challenge in which pile a specific ballot is placed, and whether there are identifying marks on that ballot.
5. Keep the challenged ballots separated in piles by the challenging candidate.
6. Count the ballots in the piles as determined by the recount official.
7. When counting a specific pile, ballots must be stacked crosswise in groups of 25;

- a. Candidate or candidate's representative may immediately request that a pile of 25 be recounted a second time.
8. After all ballot piles have been counted, the vote counts for each candidate are announced and recorded in the candidates and "other" column of the Recount Results Worksheet.
9. Recount official reviews challenged ballots with candidate or candidate's representative;
 - a. May withdraw previous challenge
 - b. Record remaining challenged ballots in the "Challenged by columns" of the Recount Results Worksheet
 - c. If using Option 1 counting method, **Do Not** adjust the candidate column totals.
10. Challenged ballots must be labeled;
 - a. Precinct name, reason for the challenge, name of candidate initiating the challenge (or candidate represented and name of representative initiating the challenge);
 - b. Format: "Not {intent determined by sorter}, is {how challenger views intent}";
 - i. i.e. "Not Smith, is undervote", "Not Jones, is identifying mark";
 - c. On back of ballot and numbered sequentially across the county;
 - i. i.e. 1, 2, 3, etc., not Smith 1, 2, 3 and Jones 1, 2, 3.
11. Challenged ballots placed in "Challenged Ballots" envelope for that day;
 - a. Labeled and sealed at the end of the day.
12. The totals are written on the Recount Results Worksheet;
 - a. If ERS and ENR are being used to report results, input results daily;
 - b. Print Recount Results Worksheet to proof input;
 - c. Mark the Precinct Complete checkbox for proofed precincts;
 - d. Only precincts with the Precinct Complete checkbox marked will be displayed on the public recount results web site each evening.
13. Recount official may make copies of challenged ballots;
 - a. 4 copies (Auditor or clerk (if municipal or school election), OSS (if state election), both candidates);
 - b. Accompanied by others if leaving room.
14. Recount official reseals the ballot container for the precinct in public view.
15. Repeat steps for additional precincts.

16. When finished recounting all precincts, the recount official sign completed summary statement (recount worksheet) and sends both the summary statement and "Challenged Ballots" envelope(s) to the appropriate canvassing board.

RECOUNT WORKSHEET TEMPLATE

Recount Worksheet

State General Election
Tuesday, [Month] [##], 20[##]

County – [County], Recount – [Office/Question]

Precinct	Nov 8 Votes for [cand1]	Nov 8 Votes for [cand2]	Recount Votes for [cand1]	Recount Votes for [cand2]	Recount All OTHER Ballots	Ballots Challenged by [cand2]	Ballots Challenged by [cand1]	Ballots Challenged by BOTH	Recount Team Initials	Date Precinct Counted
[Precinct 1 Name/Number]	###	###	—	—	—	—	—	—	—	—
[Precinct 2 Name/Number]	###	###	—	—	—	—	—	—	—	—
Totals:	####	####	—	—	—	—	—	—	—	—

We certify that the numbers entered on this recount summary statement correctly show the recounted number of votes for each candidate in this recount.

Date: _____

Signatures of recount official(s) _____

Board of Commissioners

Request for Board Action

Item Number: 2026-283

Meeting Date: 8/18/2026

Sponsor: Financial Assistance Services

Title

Personnel Complement Increase in the Financial Assistance Services Department for House Resolution 1 Implementation

Recommendation

1. Approve an increase in the personnel complement of Financial Assistance Services by 16.5 Full-Time Equivalent Eligibility Specialists.
2. Approve an increase in the personnel complement of Financial Assistance Services by 1 Full-Time Equivalent Eligibility Specialists Supervisor.
3. Authorize the County Manager to transfer up to \$363,263 from the General Contingency Account to Financial Assistance Services 2026 operating budget.

Background and Rationale

House Resolution 1 (HR1) or the “One Big Beautiful Bill Act” was signed into federal law on July 4th, 2025. This new law has major impacts on how states are funded and required to administer the Supplemental Nutrition Assistance Program (SNAP) and Medicaid (known in Minnesota as Medical Assistance (MA)). In Minnesota, both SNAP and MA are state-supervised and county-administered programs, indicating that it is county staff who are responsible for the day-to-day administration and delivery of these services. Most states administer these programs through state agencies rather than local governments.

The new law significantly increases the day-to-day workload of administering these programs through policy decisions that increase the time required to review, decide and process cases; implement new work and documentation requirements; decrease eligibility timelines; and increase the frequency (and therefore volume) of renewals. Financial Assistance Services (FAS) has been preparing for these changes by strengthening staff investment and training, engaging in available technology modernization, and streamlining the service delivery process.

As federal and state agencies have continued to provide new information regarding policy implementation, FAS leaders, in partnership with Finance and Human Resources, have completed an assessment of anticipated increases in workload and how to efficiently and effectively ensure un-interrupted services to residents. Through this analysis, it was determined that the anticipated increased workload in both SNAP and MA can best be addressed through continued departmental transformation and an increase of 16.5 full-time equivalent eligibility specialists and one additional full-time equivalent eligibility specialist supervisor.

This request is to add those additional positions along with the cost of the positions not generated through Income Maintenance Random Moments Time Study reimbursement for the remainder of the year.

This action to ensure the county’s ability to meet federal and state requirements advances the county’s strategic priority of Operational Excellence, ensures staff are hired based on state driven timetables, and reduces implementation risk to the county.

County Goals (Check those advanced by Action)

☒ Well-being ☐ Prosperity ☐ Opportunity ☒ Accountability

Racial Equity Impact

In Ramsey County, racially or ethnically diverse and/or American Indian communities are disproportionately represented in the economic assistance programs administered by Financial Assistance Services. As of July 28th, 2026, 74.3% of MA recipients and 64.39% SNAP recipients in Ramsey County represented racially or ethnically diverse and/or American Indian communities. By ensuring that the department is sufficiently staffed to ensure continuity of services, this action is anticipated to continue to support residents through times of financial crisis and challenge.

Community Participation Level and Impact

This is an administrative action. As a result, there was no specific community engagement with this board action.

☒ Inform ☐ Consult ☐ Involve ☐ Collaborate ☐ Empower

Fiscal Impact

The anticipated cost of these additional 17.5 positions' salary and benefits is \$363,236 for October 2026-December 2026. The request is to transfer these funds from the General Contingency Account to the Financial Assistance Services 2026 operating budget. If approved, the ongoing cost of these positions will be incorporated into department's budget, including the 2027 costs in the County Manager's 2027 Supplemental Budget.

Last Previous Action

On August 11, 2026, the Financial Assistance Services department presented *H.R. 1 Implementation: Operational Readiness, Service Delivery, and Staffing Needs* to the Ramsey County Board of Commissioners.

Attachments

1. General Contingent Account Status Report

2026 STATUS OF GENERAL CONTINGENT ACCOUNT - 400101 471101

as of August 12, 2026

2026 APPROPRIATION

Total Approved **\$ 2,000,000**

LESS:		Resolution
TRANSFERS APPROVED BY COUNTY BOARD TO DATE:	Date	Number

Staffing Study Recommendations for the Adult Detention Center and Request for Personnel Complement Increase	46,231.00	B2026-09	\$ 1,000,000
---	-----------	----------	--------------

Total Approved to date -----> **\$ 1,000,000**

BALANCE AVAILABLE -----> **\$ 1,000,000**

LESS:
TRANSFERS PENDING COUNTY BOARD ACTION:

1. Personnel Complement Increase in the Financial Assistance Services Department for House Resolution 1 Implementation	8/18/2026	TBD	363,263.00
--	-----------	-----	------------

Total Pending County Board Action -----> **\$ 363,263**

BALANCE UNENCUMBERED -----> **\$ 636,737**