

# ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS May 8, 2012 – BOARD AGENDA

- 9:00 1) J. Mark Wedel, County Board Chairperson  
A) Call to Order  
B) Pledge of Allegiance  
C) Board of Commissioners Meeting Procedure  
D) Approval of Agenda  
E) Citizens' Public Comment\*
- 2) Consent Agenda  
A) Correspondence File May 1, 2012 – May 7, 2012  
B) Approve 5/1/12 County Board Minutes  
C) Approve Resolution – Snowmobile/Ski Trail Funding  
D) Accept Application & Appoint William Schmidt to Forest Advisory Committee  
E) Approve Auction of (2) Squads January 25, 2012 – Sheriff's Dept.  
F) Accept STS Donation of \$100 from the Disabled American Veterans  
G) Approve Commissioner Warrants  
H) Approve April Manual Warrants
- 9:05 3) Terry Neff, Environmental Services Director  
A) Adopt Proposed Administrative Amendments to the Shoreland Management Ordinance
- 9:20 4) Patrick Wussow, County Administrator  
A) Approve Terms & Conditions for Accepting Airport Improvement Program Grants – Aitkin Airport  
B) Legislative Update
- 10:00 5) Mark Jacobs, Land Commissioner  
A) 10:00 Public Hearing – Soo Line Ordinance  
B) Approve Quotes for Demolition/Removal of Dilapidated Structures on Tax-Forfeited Property
- 10:30 6) Board Discussion  
Mark Wedel –  
Laurie Westerlund – LLCC  
Don Niemi –  
Brian Napstad – MAC, NCLUCB  
Anne Marcotte – Economic Development – Forest Tour
- 11:15 Adjourn

\* Comments from visitors must be informational in nature and not exceed five (5) minutes per person. The County Board cannot engage in a discussion or debate in those five minutes but will take the information and find answers if that is appropriate. As part of the County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a public Board meeting.

**\*\* Please note: all times, except public advertised hearings, are approximate and subject to change without notice.**

# AITKIN COUNTY BOARD

May 1, 2012

<p>The Aitkin County Board of Commissioners met this 1<sup>st</sup> day of May, 2012 at 9:01 a.m. with the following members present: Chairperson J. Mark Wedel, Commissioners Laurie Westerlund, Don Niemi, Brian Napstad, Anne Marcotte, County Administrator Patrick Wussow, and Administrative Assistant Sue Bingham.</p>	<p><b>CALL TO ORDER</b></p>
<p>Motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voting yes to approve the May 1, 2012 amended agenda. Item 3A, Senator Tom Saxhaug Legislative Update was removed.</p>	<p><b>APPROVED AGENDA</b></p>
<p>Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voting yes to approve the Consent Agenda as follows: A) Correspondence File: April 24, 2012 – April 30, 2012; B) Approve County Board Minutes: April 24, 2012; C) Approve Consumption &amp; Display (Set Up) Permit – Larson’s Barn</p>	<p><b>CONSENT AGENDA</b></p>
<p>Under the consent agenda, motion by Commissioner Napstad, seconded by Commissioner Niemi, and carried, all members voting yes to approve the following Application for Consumption &amp; Display (Set Up) Permit:</p>	<p><b>CONSUMPTION &amp; DISPLAY PERMIT LARSON’S BARN</b></p>
<p>Larson, Leonard and Kathy, d/b/a <b>Larson’s Barn</b> – Workman Township</p>	
<p>Terry Neff, Environmental Services Director, Becky Sovde, Compliance Officer, and Pete Gansen, Assistant Planning &amp; Zoning Administrator discussed the 2011 Environmental Services Annual Report with the Board.</p>	<p><b>ENVIRONMENTAL SERVICES ANNUAL REPORT</b></p>
<p>Motion by Commissioner Marcotte, seconded by Commissioner Napstad and carried, all members voting yes to authorize The Persian Gulf Support Group hold a brat sale on the Aitkin County Courthouse lawn on Friday, May 25, 2012 from 11:00 a.m. to 1:00 p.m.</p>	<p><b>BRAT SALE ON COURTHOUSE LAWN</b></p>
<p>Carroll and Joy Janzen, Bob &amp; Cher Carlson, and Bill Thompson of The Persian Gulf Support Group gave an update to the Board on the Aitkin Area All Veterans Memorial. The dedication will be Sunday, July 1, 2012 at 1:30 p.m. on the Aitkin County Courthouse lawn.</p>	<p><b>AITKIN AREA ALL VETERANS MEMORIAL</b></p>
<p>Patrick Wussow, County Administrator presented Personnel Committee recommendations to the Board.</p>	<p><b>PERSONNEL COMMITTEE</b></p>
<p>John Welle, County Engineer discussed the need to fill a vacant FT Equipment Operator at the McGregor Area Maintenance Facility. Motion by Commissioner Marcotte, seconded by Commissioner Napstad and carried, all members voting yes to approve filling the position.</p>	<p><b>EQUIPMENT OPERATOR POSITION – MCGREGOR FACILITY</b></p>
<p>Patrick Wussow, County Administrator and Bill Thompson, Building Maintenance Supervisor discussed the need to fill a vacant FT Maintenance Custodian position.</p>	<p><b>MAINTENANCE CUSTODIAN</b></p>

# AITKIN COUNTY BOARD

May 1, 2012

<p>Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members voting yes to approve hiring permanent part time employees to fill this position.</p>	<p><b>POSITION</b></p>
<p>Patrick Wussow, County Administrator and Diane Lafferty, County Recorder discussed the need to hire a FT Deputy Recorder to refill position. Motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve filling this position.</p>	<p><b>DEPUTY RECORDER POSITION</b></p>
<p>During the meeting the Board discussed: i) Historical Society, ii) Personnel Committee, iii) Town Board Meetings, iv) Onanegozie, v) DAC, vi) Law Library, vii) Personnel Committee, viii) BWSR, ix) Update Sub-Committee ATV, x) Paperless Board Packets, xi) Paperless Paystubs</p>	<p><b>BOARD DISCUSSION</b></p>
<p>Motion by Commissioner Marcotte, seconded by Commissioner Napstad and carried, all members voting yes to adjourn the meeting at 10:25 a.m. until Tuesday, May 8, 2012 at 9:00 a.m.</p>	<p><b>ADJOURN</b></p>
<hr/> <p>J. Mark Wedel, Chairperson Aitkin County Board of Commissioners</p>	
<hr/> <p>Patrick Wussow, County Administrator</p>	

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 4/26/12

Via: Patrick Wussow, County Administrator

From: LAND DEPT

Title of Item:  
Snowmobile GTA applications

Requested Meeting Date: 5/8 Estimated Presentation Time: h/2

Presenter: MJAUBS

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- Approve under Consent Agenda
- For discussion only with possible future action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by resolution (attach draft resolution)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) \_\_\_\_\_
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget?  Yes  No (attach explanation)
- What type of expenditure is this?  Operating  Capital  Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: \_\_\_\_\_

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No



**Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) \_\_\_\_\_

**Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 12:00 pm to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)**

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

ADOPTED May 8, 2012

By Commissioner: xx

**050812-0xx**

**Snowmobile/Ski Trail Funding**

**WHEREAS**, local units of government can apply for State aide for trail development, maintenance, grooming and administration for recreational trails from the Minnesota Department of Natural Resources, and

**WHEREAS**, Aitkin County does not have the facilities to maintain the entire recreational trail system in Aitkin County, and

**WHEREAS**, snowmobile clubs have maintained these trails in the past, and wish to contract with the County for maintaining trails during the 2012-2013 winter season, and

**WHEREAS**, certain snowmobile and ski trails have been established in Aitkin County and need maintenance, and

**WHEREAS**, these trails benefit the recreation, resort, industry, and economy of Aitkin County.

**NOW, THEREFORE BE IT RESOLVED**, that the Aitkin County Trail Administrator be authorized to apply for Grants in Aide assistance funds for snowmobile trail maintenance and grooming, and ski trail maintenance and grooming, and

**BE IT FURTHER RESOLVED**, that the Aitkin County Trail Administrator be authorized to contract for the development, maintenance, and grooming of the aforementioned trails with each of the corresponding interested clubs.

Commissioner xx moved the adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting Yes

STATE OF MINNESOTA)  
County of Aitkin ) ss.  
Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 8<sup>th</sup> day of May A.D., 2012, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 8<sup>th</sup> day of May A.D., 2012

KIRK PEYSAR, County Auditor

BY \_\_\_\_\_, Deputy

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 5/1/12

Via: Patrick Wussow, County Administrator

From: LAND Dept

Title of Item:  
Forestry Advisory Committee application (AT LARGE)

Requested Meeting Date: 5/8 Estimated Presentation Time: 1:12

Presenter: M JAWISS

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- Approve under Consent Agenda
- For discussion only with possible future action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
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- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) \_\_\_\_\_
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- Item should be addressed in closed session under MN Statute \_\_\_\_\_

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- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No



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- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) application

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## Sue Bingham

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**From:** Mark Jacobs [mjacobs@co.aitkin.mn.us]  
**Sent:** Tuesday, May 01, 2012 1:56 PM  
**To:** 'Patrick Wussow'  
**Cc:** 'Sue Bingham'; 'Mark Jacobs'  
**Subject:** FAC application - At Large  
**Attachments:** 1210\_001.pdf

To: County Board  
CC: County Administrator

We received one (1) application for the At Large opening on the Aitkin County Forestry Advisory Committee – William Schmidt of Aitkin.

Based on the application I recommend his appointment to FAC.

Thank you.

**Mark Jacobs**  
**Land Commissioner**  
**Aitkin County Land Department**  
**209 2nd St. NW Room #206**  
**Aitkin, MN 56431**  
**P: 218-927-7367**  
**F: 218-927-7249**

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This transmission (the e-mail and all attachments) is confidential and intended solely for the use of the addressee(s). If you have received this transmission in error, please notify the sender by reply and delete this transmission immediately. Any unauthorized distribution, or copying of this transmission, or misuse or wrongful disclosure of information contained in it, is strictly prohibited. The information contained in this document is provided on an as-is basis and does not constitute a binding legal contract or receipt for services.

# MINNESOTA OPEN APPOINTMENT ACT APPLICATION FOR SERVICE ON COUNTY/STATE AGENCY

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Forest Advisory Committee

APR 18 2012

AITKIN COUNTY COMMISSIONER DISTRICT \_\_\_\_\_

Minnesota Statutes 15.0597, state that the application shall include a "statement that the nominee satisfies any legally prescribed qualifications and any other information the nominating person feels be helpful to the appointing authority." (May include employment, community service experience, or education that would be pertinent to this appointment)

I own & MANAGE SEVERAL HUNDRED ACRES OF  
LAND - 4 miles South of Aitkin. I AM A Stewardship  
Member - Since the inception of the Program -  
I Really Care About our LAND  
Ask Dennis Thompson about Me & My Commitment to  
My Land & My Qualifications to Help our  
County - I attended College of Mary Year 2000  
Post Graduate School, Completing ALL My Degrees

I, the undersigned, hereby state that I satisfy, to the best of my knowledge, all legally prescribed qualifications for the position sought.

W. A. Schmitt

April 12th - 2012

Signature of Applicant

Date

If applicant is being nominated by another person or group, the above signature indicates consent to nomination.

Is this application submitted by appointing authority? Yes \_\_\_\_\_ No X

Is this application submitted at the suggestion of appointing authority? Yes \_\_\_\_\_ No X

Please return application to the Aitkin County Administrator's office, located at  
217 2<sup>nd</sup> Street NW - Room 130, Aitkin, MN 56431

NAME OF APPLICANT:

William A Schmitt

STREET ADDRESS OF APPLICANT:

PHONE NUMBERS:

DAYS \_\_\_\_\_

EVENINGS \_\_\_\_\_

For Office Use Only

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

Date of Term Expiration: \_\_\_\_\_

Term #: \_\_\_\_\_



## NEWS RELEASE

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### AITKIN COUNTY HAS AN OPENING ON THE FOLLOWING COMMITTEE:

Aitkin County will be accepting applications until Noon on April 30, 2012 for citizen representation on the following committee:

#### **Forest Advisory Committee** – 4-year term

#### **At Large Position:**

Open to Citizens of Aitkin County

#### **Basic Responsibilities are:**

- A) Attends and actively participates in regular County Forest Advisory Committee meetings. Meetings are held at least quarterly (no set dates).
- B) Promotes a healthy, productive, and sustainable forest.
- C) Oversee the release of Public Reports to the County Board documenting compliance with existing guidelines and standards required by State Law or County Agreements. This report will also document timber harvest in the County on County and State Land and on private land to the extent feasible.

#### **Optional Responsibilities are:**

- A) Participates in Advisory Committee subcommittees and task forces.
- B) Serve as a Committee officer.
- C) Attends County Board and other meetings.

Committee members receive a per diem and mileage reimbursement for each meeting. To obtain an application please access <http://www.co.aitkin.mn.us/employment/jobs.html> or call 218-927-7276.

The Aitkin County Board of Commissioners will make the committee selections from submitted applications at the May 8, 2012 County Board meeting. All applicants will receive notification by mail whether or not they have been selected. For more information please contact Patrick Wussow, Aitkin County Administrator, at 218-927-7276.

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners      Date: 5-2-12

Via: Patrick Wussow, County Administrator

From: Patrick Wussow, County Administrator

Title of Item:

Auctioned Vehicles – Sheriff's Department

Requested Meeting Date: 5-8-12      Estimated Presentation Time: Consent

Presenter: \_\_\_\_\_

**Type of Action Requested** (check all that apply)

- For info only, no action requested       Approve under Consent Agenda
- For discussion only with possible future action       Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion       Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale       Other (please list) \_\_\_\_\_
- Request by member of the public to be heard
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**Fiscal Impact** (check all that apply)

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**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
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- Item may change the department's authorized staffing level.  Yes  No



**Supporting Attachment(s)**

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# AITKIN COUNTY ADMINISTRATION

**Aitkin County Courthouse**  
217 Second Street N.W. Room 130  
Aitkin, MN 56431  
218-927-7276  
Fax: 218-927-7374

**TO: Aitkin County Board of Commissioners**

**FROM: Patrick Wussow, Aitkin County Administrator**

**RE: Auctioned Vehicles - Sheriff's Department**

**DATE: May 2, 2012**

It has just been realized that two Squad Cars were auctioned without prior Board approval. Both vehicles were 2008 Chevrolet Impalas and were auctioned January 25, 2012. Please see the attached for more information. At this time we are asking for after-the-fact approval.

Please call me if you have any questions.

# Board Approval - Auctioned Vehicles

Type of Property	Make of Vehicle (inc. Year)/ Make of Firearm	Model of Vehicle/Model of Firearm	Disposition of Property	Date of Disposition	Gross Amount Received	Total Expenses Deducted	Net Amount for Distribution
Squad	2008	Chevrolet Impala	sold at auction	01/25/12	3,724.00	372.40	3,351.60
Squad	2008	Chevrolet Impala	sold at auction	01/25/12	3,099.00	309.90	2,789.10

**Expenses deducted include:**  
**10% deducted by Surplus Services (sale fee)**  
**Titling cost**  
**Tow**  
**30% paid to county attorney's office**

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 05/01/2012

Via:

From: Sheriff Scott Turner

Title of Item: STS Donation

Requested Meeting Date: 05/08/2012 Est. Presentation Time: \_\_\_\_\_

Presenter: Sheriff Scott Turner

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_
- Approve under Routine Business
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) **Consent Agenda**

**Fiscal Impact** (check all that apply)

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**SCOTT A. TURNER**  
**SHERIFF OF AITKIN COUNTY**

217 Second Street NW, Room 185  
Aitkin, MN 56431

218-927-7435 Emergency 911  
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887  
TOLL FREE 1-888-900-2138

**MEMO**

TO: Board of Commissioners      DATE: May 1, 2012  
FROM: Sheriff Scott Turner      RE: STS Donation

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The Disabled American Veterans organization has made a generous donation of \$100 to the Aitkin County STS program.

Print List in Order By: 2  
1 - Fund (Page Break by Fund)  
2 - Department (Totals by Dept)  
3 - Vendor Number  
4 - Vendor Name

Explode Dist. Formulas N

Paid on Behalf Of Name  
on Audit List?: N

Type of Audit List: D  
D - Detailed Audit List  
S - Condensed Audit List

Save Report Options?: N

DKB1  
5/4/12 2:01PM  
1 General Fund

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
1	DEPT			Commissioners		
	11898 B2B Computer Products					
	01-001-000-0000-6625		629.99	Cisco wireless access point	552499	Office Equipment
	01-001-000-0000-6625		80.85	Cisco service agreement	553236	Office Equipment
	11898 B2B Computer Products		710.84			2 Transactions
	9560 Wedel/Mark					
	01-001-000-0000-6330		172.05	Dec-April CMCC mileage	310@.555	Transportation & Travel & Parking
	9560 Wedel/Mark		172.05			1 Transactions
1	DEPT Total:		882.89	Commissioners	2 Vendors	3 Transactions
12	DEPT			Court Administration		
	12044 Gerr/Linda					
	01-012-000-0000-6252		157.50	Substit. Decision Maker Report		Witnesses
	01-012-000-0000-6252		49.95	mileage	90@.555	Witnesses
	12044 Gerr/Linda		207.45			2 Transactions
	2650 Kingsley/Marlene E					
	01-012-000-0000-6252		40.00	court visitor fees	4/27/12 Hrg	Witnesses
	01-012-000-0000-6252		20.00	mileage	4/27/12 Hrg	Witnesses
	2650 Kingsley/Marlene E		60.00			2 Transactions
	4242 Ryan & Brucker Ltd					
	01-012-000-0000-6232		75.00	Fees-F7-90-50219	30047	Attorney Services
	4242 Ryan & Brucker Ltd		75.00			1 Transactions
12	DEPT Total:		342.45	Court Administration	3 Vendors	5 Transactions
40	DEPT			Auditor		
	1457 CPS Technology Solutions, Inc					
	01-040-000-0000-6231		55.00	May maintenance	359483	Services, Labor, Contracts
	01-040-000-0000-6231		24.00	May maintenance	359483	Services, Labor, Contracts
	1457 CPS Technology Solutions, Inc		79.00			2 Transactions
	2099 Harmon/Elizabeth					
	01-040-000-0000-6511		12.06	gas for cnty car-user grp mtg	4/18/12	Gas And Oil



# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2099	Harmon/Elizabeth		12.06		1 Transactions	
86235	Office Shop Inc/The 01-040-000-0000-6405		23.50	(1) package Avery Labels	258664-0	Office & Computer Supplies
86235	Office Shop Inc/The		23.50		1 Transactions	
3267	Peysar/Kirk 01-040-000-0000-6330		33.30	MCIS board mileage 4/26	60@.555	Transportation & Travel
3267	Peysar/Kirk		33.30		1 Transactions	
40	DEPT Total:		147.86	Auditor	4 Vendors	5 Transactions
41	DEPT			Internal Audit		
3358	Minnesota State Auditor 01-041-000-0000-6231		1,148.00	audit services yr ending 2011	62336	Services, Labor, Etc
3358	Minnesota State Auditor		1,148.00		1 Transactions	
41	DEPT Total:		1,148.00	Internal Audit	1 Vendors	1 Transactions
42	DEPT			Treasurer		
9878	Hughes/Julie 01-042-000-0000-6405		7.62	passport postage/bandaids		Office & Computer Supplies
9878	Hughes/Julie		7.62		1 Transactions	
42	DEPT Total:		7.62	Treasurer	1 Vendors	1 Transactions
43	DEPT			Assessor		
208	American Solutions For Business 01-043-000-0000-6205		630.50	postage for Valuation notices	01038049	Postage
	01-043-000-0000-6230		6,583.32	valuation notices	01038049	Printing, Publishing & Adv
208	American Solutions For Business		7,213.82		2 Transactions	
1457	CPS Technology Solutions, Inc 01-043-000-0000-6231		42.00	May maintenance	359483	Services, Labor, Contracts
1457	CPS Technology Solutions, Inc		42.00		1 Transactions	
86235	Office Shop Inc/The 01-043-000-0000-6405		18.15	envelopes	912153-0	Office, Film & Computer Supplies

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
86235	Office Shop Inc/The		18.15		1 Transactions	
43	DEPT Total:		7,273.97	Assessor	3 Vendors	4 Transactions
44	DEPT			Central Services		
248	Association Of Mn Counties 01-044-000-0000-6299		120.00	MCHRMA conf.-Nicole V.	34362	Employee Training
248	Association Of Mn Counties		120.00		1 Transactions	
88846	Dacotah Paper Company 01-044-000-0000-6405		2,233.26	80 cases copy paper	77957	Office & Computer Supplies
88846	Dacotah Paper Company		2,233.26		1 Transactions	
44	DEPT Total:		2,353.26	Central Services	2 Vendors	2 Transactions
45	DEPT			Motor Pool		
3263	K&M Signs Inc. 01-045-000-0000-6302		19.24	Aitkin Cnty lettering Car #36	8954	Car Maintenance
3263	K&M Signs Inc.		19.24		1 Transactions	
6128	Tire Barn 01-045-000-0000-6302		33.50	EVAP code cleared-#1	20539	Car Maintenance
	01-045-000-0000-6302		204.02	front left wheel bearing-#41	20548	Car Maintenance
	01-045-000-0000-6302		41.52	checked codes-# 60-van	20560	Car Maintenance
	01-045-000-0000-6302		151.25	oil chg,EVAP vent valve-#30	20561	Car Maintenance
	01-045-000-0000-6302		48.34	oil chg,rear wiper blade-#62	20578	Car Maintenance
6128	Tire Barn		478.63		5 Transactions	
45	DEPT Total:		497.87	Motor Pool	2 Vendors	6 Transactions
49	DEPT			Information Technologies		
1457	CPS Technology Solutions, Inc 01-049-000-0000-6231		96.83	May maintenance	359483	Programming, Services, Contracts
1457	CPS Technology Solutions, Inc		96.83		1 Transactions	
88880	Datacomm Computers & Networks Inc 01-049-000-0000-6402		69.47	APC replacement battery	5923	Computer Supplies & Software

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
88880	Datacomm Computers & Networks Inc		69.47	1 Transactions		
10878	Sew Much & More 01-049-000-0000-6205		14.84	return shipping	419523	Postage
10878	Sew Much & More		14.84	1 Transactions		
49	DEPT Total:		181.14	Information Technologies	3 Vendors	3 Transactions
52	DEPT			Administration/Personnel Dept		
10629	Ergometrics & Applied Personnel Researc 01-052-000-0000-6208		826.97	deputy Frontline Testing	112326	Training/Education
10629	Ergometrics & Applied Personnel Researc		826.97	1 Transactions		
12048	McDowell Agency, Inc./The 01-052-000-0000-6234		45.00	Background check-Cervantez	32283	Background Check Fee
12048	McDowell Agency, Inc./The		45.00	1 Transactions		
86235	Office Shop Inc/The 01-052-000-0000-6405		95.11	Laser Toner	912107-0	Office & Computer Supplies
86235	Office Shop Inc/The		95.11	1 Transactions		
10722	Visnovec/Nicole 01-052-000-0000-6511		20.87	RT mileage to LLCC-4/17/12	37.6@.555	Gas And Oil
10722	Visnovec/Nicole		20.87	1 Transactions		
52	DEPT Total:		987.95	Administration/Personnel Dept	4 Vendors	4 Transactions
90	DEPT			Attorney		
117	Aitkin Co Sheriff 01-090-000-0000-6250		34.32	monthly cell charge-Jim Ratz	12-0114	Telephone
117	Aitkin Co Sheriff		34.32	1 Transactions		
340	Anoka Co Sheriff 01-090-000-0000-6234		70.00	subpoena svc 01CR10276	12002353	Co Sheriff Services
340	Anoka Co Sheriff		70.00	1 Transactions		
11949	Beauchem/Sondra 01-090-000-0000-6205		13.15	postage-priority mail	civil-central	Postage

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
11949	Beauchem/Sondra		13.15		1 Transactions	
3251	Mn Attorney Generals Office 01-090-000-0000-6333 01-090-000-0000-6340		395.16 5.88	mileage-Schlumpberger Trial meal-Shlumpberger Trial		Crt.Related Travel Expenses Meals
3251	Mn Attorney Generals Office		401.04		2 Transactions	
86235	Office Shop Inc/The 01-090-000-0000-6405		698.48	copier system meter counts	258674-0	Office & Computer Supplies
86235	Office Shop Inc/The		698.48		1 Transactions	
4036	Ratz/James 01-090-000-0000-6333		59.94	RT mileage-Grand Rapids	108@.555	Crt.Related Travel Expenses
4036	Ratz/James		59.94		1 Transactions	
4640	Stearns Co Sheriffs Dept 01-090-000-0000-6234 01-090-000-0000-6234		50.00 100.00	subpoena svc-Dougherty subpoena svc.	0848 0895	Co Sheriff Services Co Sheriff Services
4640	Stearns Co Sheriffs Dept		150.00		2 Transactions	
5259	Wright County Sheriff's Office 01-090-000-0000-6234 01-090-000-0000-6234 01-090-000-0000-6234		40.00 40.00 40.00	subpoena svc-20120804 subpoena svc-20120815 subpoena svc-20120884	27661 27664 27733	Co Sheriff Services Co Sheriff Services Co Sheriff Services
5259	Wright County Sheriff's Office		120.00		3 Transactions	
90	DEPT Total:		1,546.93	Attorney	8 Vendors	12 Transactions
110	DEPT			Courthouse Maintenance		
1491	Dutch's Electric, Inc 01-110-000-0000-6231		20.00	pd short on invoice	19605	Services, Labor, Contracts
1491	Dutch's Electric, Inc		20.00		1 Transactions	
1880	Gravelle Plumbing & Heating, Inc 01-110-000-0000-6590		661.30	(4) standard metering faucets	61482	Repair & Maintenance
1880	Gravelle Plumbing & Heating, Inc		661.30		1 Transactions	
2186	Hillyard Inc - Kansas City 01-110-000-0000-6422		430.93	towels,cleaner,foam soap	600200775	Janitorial Supplies

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2186	Hillyard Inc - Kansas City		430.93		1 Transactions	
9692	Minnesota Energy Resources Corporation					
	01-110-000-0000-6254		619.85	Gas-Courthouse	4323328-7	Utilities & Heating
	01-110-000-0000-6254		14.26	Gas-LA Tool Bldg	4911601-5	Utilities & Heating
9692	Minnesota Energy Resources Corporation		634.11		2 Transactions	
3950	Public Utilities					
	01-110-000-0000-6254		1,800.24	courthouse		Utilities & Heating
	01-110-000-0000-6254		33.75	old county garage		Utilities & Heating
	01-110-000-0000-6254		396.06	jail west annex		Utilities & Heating
	01-110-000-0000-6254		148.98	CH bldg coordinator		Utilities & Heating
	01-110-000-0000-6254		109.42	Glarco		Utilities & Heating
	01-110-000-0000-6254		320.97	LA Tool		Utilities & Heating
3950	Public Utilities		2,809.42		6 Transactions	
110	DEPT Total:		4,555.76	Courthouse Maintenance	5 Vendors	11 Transactions
120	DEPT			Service Officer		
2448	Janzen/Carroll Mark					
	01-120-000-0000-6350		50.00	drive van	St Cloud	Per Diem
				04/03/2012	04/03/2012	
2448	Janzen/Carroll Mark		50.00		1 Transactions	
3093	Jones/Stanley Carter					
	01-120-000-0000-6350		50.00	drive van	St Cloud	Per Diem
				04/25/2012	04/25/2012	
	01-120-000-0000-6350		50.00	drive van	St Cloud	Per Diem
				04/19/2012	04/19/2012	
3093	Jones/Stanley Carter		100.00		2 Transactions	
5714	K&J C-Stores Inc					
	01-120-000-0000-6511		498.13	April gas for Vets Van	Veterans	Gas And Oil
5714	K&J C-Stores Inc		498.13		1 Transactions	
86235	Office Shop Inc/The					
	01-120-000-0000-6405		26.27	envelope moisteners,labels	911568-0	Office & Computer Supplies
	01-120-000-0000-6405		26.47	facial tissue,folders	911568-1	Office & Computer Supplies

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
86235 Office Shop Inc/The		52.74	2 Transactions	
10677 Olsen/Gerald D 01-120-000-0000-6350		50.00	drive van 04/18/2012 04/18/2012	Mpls Per Diem
10677 Olsen/Gerald D		50.00	1 Transactions	
3912 Peterson/Richard 01-120-000-0000-6350		50.00	drive van 04/09/2012 04/09/2012	St Cloud Per Diem
3912 Peterson/Richard		50.00	1 Transactions	
11362 Roscoe/Bernie 01-120-000-0000-6350		50.00	drive van 04/12/2012 04/12/2012	Mpls Per Diem
01-120-000-0000-6350		50.00	drive van 04/26/2012 04/26/2012	Mpls Per Diem
11362 Roscoe/Bernie		100.00	2 Transactions	
6097 Verizon Wireless 01-120-000-0000-6250		15.39	vet van cell phone	880690364 Telephone
6097 Verizon Wireless		15.39	1 Transactions	
10882 Wark/Charles F. 01-120-000-0000-6350		50.00	drive van 04/11/2012 04/11/2012	St Cloud Per Diem
10882 Wark/Charles F.		50.00	1 Transactions	
11970 Wikelius/Charles 01-120-000-0000-6350		50.00	drive van 04/30/2012 04/30/2012	Mpls Per Diem
11970 Wikelius/Charles		50.00	1 Transactions	
5960 Wilmo/Wesley S. 01-120-000-0000-6350		50.00	drive van 04/05/2012 04/05/2012	St Cloud Per Diem
5960 Wilmo/Wesley S.		50.00	1 Transactions	
9255 Witt/Warren				

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-120-000-0000-6350		50.00	drive van 04/04/2012 04/04/2012	Mpls	Per Diem
	01-120-000-0000-6350		50.00	drive van 04/24/2012 04/24/2012	Mpls	Per Diem
9255	Witt/Warren		100.00	2 Transactions		
9063	Workman/Jeff 01-120-000-0000-6350		50.00	drive van 04/16/2012 04/16/2012	Mpls	Per Diem
9063	Workman/Jeff		50.00	1 Transactions		
120	DEPT Total:		1,216.26	Service Officer	13 Vendors	17 Transactions
122	DEPT			Planning & Zoning		
2340	Hyytinen Hardware Hank 01-122-000-0000-6405		10.57	lithium battery for Rangefinde	1033246	Office, Computer, Film, & Field Supplies
2340	Hyytinen Hardware Hank		10.57	1 Transactions		
5714	K&J C-Stores Inc 01-122-000-0000-6511		135.04	April Fuel charges	Plan/Zoning	Gas And Oil
5714	K&J C-Stores Inc		135.04	1 Transactions		
12046	Latterell/Chriss 01-122-000-0000-6820		200.00	partial permit refund	#38682	Refunds & Reimbursements
12046	Latterell/Chriss		200.00	1 Transactions		
12047	Marotz/Adam 01-122-000-0000-6820		75.00	partial permit refund	#38779	Refunds & Reimbursements
12047	Marotz/Adam		75.00	1 Transactions		
3334	MCIT					
	01-122-000-0000-6208		50.00	Land Issues class-P.Gansen	5320	Training/Education
	01-122-000-0000-6208		50.00	Land Issues class-B.Harwarth	5320	Training/Education
	01-122-000-0000-6208		50.00	Land Issues class-K.Kunz	5320	Training/Education
	01-122-000-0000-6208		50.00	Land Issues class-Bob Lake	5320	Training/Education
	01-122-000-0000-6208		50.00	Land Issues class-Dave Lange	5320	Training/Education
	01-122-000-0000-6208		50.00	Land Issues class-Dale Lueck	5320	Training/Education
	01-122-000-0000-6208		50.00	Land Issues class-Ed Spiel	5320	Training/Education
	01-122-000-0000-6208		50.00	Land Issues class-L.Westerlund	5320	Training/Education

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-122-000-0000-6208		50.00	Land Issues class-B.Williamson	5320	Training/Education
3334	MCIT		450.00	9 Transactions		
4010	Rasley Oil Company					
	01-122-000-0000-6511		74.32	April Fuel charges	AITCOZOS	Gas And Oil
4010	Rasley Oil Company		74.32	1 Transactions		
122	DEPT Total:		944.93	Planning & Zoning	6 Vendors	14 Transactions
200	DEPT			Enforcement		
5322	A & M Auto Repair					
	01-200-000-0000-6302		37.75	oil change-#218	38327	Car Maintenance
5322	A & M Auto Repair		37.75	1 Transactions		
11960	A.S.A.P. Towing					
	01-200-000-0000-6359		122.91	tow '91 Buick Regal-12-1487	1042	Wrecker Service
11960	A.S.A.P. Towing		122.91	1 Transactions		
50	Aitkin Body Shop, Inc					
	01-200-000-0000-6302		665.66	repair #218 squad vs. deer	54920	Car Maintenance
50	Aitkin Body Shop, Inc		665.66	1 Transactions		
117	Aitkin Co Sheriff					
	01-200-000-0000-6374		11.00	license tabs for #203		Auto & Trailer License
117	Aitkin Co Sheriff		11.00	1 Transactions		
10567	Lake Country Auto Center Of Aitkin					
	01-200-000-0000-6302		381.84	oil change,front brake-#221	10696	Car Maintenance
	01-200-000-0000-6302		36.99	oil change-#216	10700	Car Maintenance
	01-200-000-0000-6302		49.11	oil change-#212	10701	Car Maintenance
	01-200-000-0000-6302		167.08	battery # 210	10731	Car Maintenance
10567	Lake Country Auto Center Of Aitkin		635.02	4 Transactions		
2960	MacDonald Wold Inc					
	01-200-000-0000-6302		57.43	oil change #224	C194110	Car Maintenance
	01-200-000-0000-6302		704.25	replace A/C condenser #210	Z193984	Car Maintenance
2960	MacDonald Wold Inc		761.68	2 Transactions		
6057	Nate's Towing					



# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
6057 Nate's Towing		376.73	tow 2000 Impala-12-1483 4/30/12	Wrecker Service
		376.73	1 Transactions	
4288 Sandberg/Steven				
01-200-000-0000-6511		62.21	gas for squad 4/16/12	Gas And Oil
4288 Sandberg/Steven		62.21	1 Transactions	
4681 Streichers				
01-200-000-0000-6410		66.75	uniform pants # 210 I919812	Clothing Allowance
01-200-000-0000-6410		37.99	sample female uniform pant I920226	Clothing Allowance
01-200-000-0000-6410		68.75	uniform pant #222 I921491	Clothing Allowance
4681 Streichers		173.49	3 Transactions	
6097 Verizon Wireless				
01-200-000-0000-6250		672.82	cell phone 286090412	Telephone
6097 Verizon Wireless		672.82	1 Transactions	
200 DEPT Total:		3,519.27	Enforcement	10 Vendors 16 Transactions
202 DEPT			Boat & Water	
3950 Public Utilities				
01-202-000-0000-6254		16.26	boat & Water	Utilities
3950 Public Utilities		16.26	1 Transactions	
202 DEPT Total:		16.26	Boat & Water	1 Vendors 1 Transactions
203 DEPT			Snowmobile	
6097 Verizon Wireless				
01-203-000-0000-6250		23.71	cell phone 286090412	Telephone
6097 Verizon Wireless		23.71	1 Transactions	
203 DEPT Total:		23.71	Snowmobile	1 Vendors 1 Transactions
204 DEPT			ATV	
6097 Verizon Wireless				
01-204-000-0000-6250		10.65	cell phone 286090412	Telephone
6097 Verizon Wireless		10.65	1 Transactions	

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
204	DEPT Total:		10.65	ATV	1 Vendors	1 Transactions
206	DEPT			Forfeitures		
86359	Aitkin Co Attorney 01-206-000-0000-6409		2,606.21	30% Admin forfeitures		Forfeiture Supplies
86359	Aitkin Co Attorney		2,606.21		1 Transactions	
206	DEPT Total:		2,606.21	Forfeitures	1 Vendors	1 Transactions
252	DEPT			Corrections		
4206	Bearcom 01-252-000-0000-6231		62.40	radio antennas	4091457	Services & Labor (Incl Contracts)
4206	Bearcom		62.40		1 Transactions	
456	Bob Barker Company, Inc. 01-252-000-0000-6424		72.71	inmate clothing	000215562	Inmate Supplies
	01-252-000-0000-6424		70.38	inmate clothing	000215712	Inmate Supplies
456	Bob Barker Company, Inc.		143.09		2 Transactions	
5398	CDW Government, Inc 01-252-000-0000-6405		69.08	ram memory-Dispatch PC	J379866	Office & Computer Supplies
5398	CDW Government, Inc		69.08		1 Transactions	
163	Charter Communications 01-252-252-0000-6405		39.47	cable TV		Prisoner Welfare
163	Charter Communications		39.47		1 Transactions	
5583	Crawford Supply Company 01-252-252-0000-6408		92.16	commissary supplies	SI9967	Commissary Supplies
5583	Crawford Supply Company		92.16		1 Transactions	
88628	Dalco 01-252-000-0000-6422		27.69-	jail paper products	2439689	Janitorial Supplies
	01-252-000-0000-6422		589.02	jail paper products	2451388	Janitorial Supplies
88628	Dalco		561.33		2 Transactions	
1880	Gravelle Plumbing & Heating, Inc 01-252-000-0000-6590		159.76	Honeywell auto air vents	61480	Repair & Maintenance Supplies

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
1880	Gravelle Plumbing & Heating, Inc		159.76		1 Transactions	
2186	Hillyard Inc - Kansas City					
	01-252-000-0000-6405		61.65	extension cord	600200759	Office & Computer Supplies
	01-252-000-0000-6422		852.70	janitorial	600200776	Janitorial Supplies
2186	Hillyard Inc - Kansas City		914.35		2 Transactions	
2340	Hyytinen Hardware Hank					
	01-252-000-0000-6590		22.85	balance of invoice	1003350	Repair & Maintenance Supplies
2340	Hyytinen Hardware Hank		22.85		1 Transactions	
2391	Itasca Co Auditor					
	01-252-000-0000-6231		320.93	2012 Region.Radio Board exp.		Services & Labor (Incl Contracts)
2391	Itasca Co Auditor		320.93		1 Transactions	
5503	Keefe Supply Company					
	01-252-252-0000-6405		250.62	commissary supplies	S130105	Prisoner Welfare
5503	Keefe Supply Company		250.62		1 Transactions	
5756	KEEPRS, Inc					
	01-252-000-0000-6410		49.99	uniform pants-K.Moore	186561-01	Clothing Allowance
5756	KEEPRS, Inc		49.99		1 Transactions	
7932	Martin Communications Inc					
	01-252-000-0000-6231		327.95	svc to Long Lake repeater	44262	Services & Labor (Incl Contracts)
7932	Martin Communications Inc		327.95		1 Transactions	
9692	Minnesota Energy Resources Corporation					
	01-252-000-0000-6254		67.16	gas-STS	4058862-6	Utilities & Heating
	01-252-000-0000-6254		596.69	gas-Jail	4244670-8	Utilities & Heating
	01-252-000-0000-6254		324.54	gas-Jail	4334475-3	Utilities & Heating
9692	Minnesota Energy Resources Corporation		988.39		3 Transactions	
3789	Pan-O-Gold Baking Company					
	01-252-000-0000-6418		127.91	groceries	010024211027	Groceries
	01-252-000-0000-6418		122.36	groceries	010024211736	Groceries
3789	Pan-O-Gold Baking Company		250.27		2 Transactions	
3950	Public Utilities					

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	01-252-000-0000-6254		Sheriff storage garage		Utilities & Heating
	01-252-000-0000-6254		new jail		Utilities & Heating
	01-252-000-0000-6254		new jail 2		Utilities & Heating
3950	Public Utilities			3 Transactions	
11925	Specialty Embroidery				
	01-252-000-0000-6410		uniform shirt embroidery (3)	4/19/12	Clothing Allowance
11925	Specialty Embroidery			1 Transactions	
4761	Sysco Minnesota Inc				
	01-252-000-0000-6418		groceries	204190157	Groceries
	01-252-000-0000-6418		groceries	204260169	Groceries
4761	Sysco Minnesota Inc			2 Transactions	
6097	Verizon Wireless				
	01-252-000-0000-6250		cell phone	286090412	Telephone
6097	Verizon Wireless			1 Transactions	
252	DEPT Total:		15,129.67	Corrections	19 Vendors 28 Transactions
253	DEPT			Aitkin Co Community Corrections	
1430	Dotzler Power Equipment				
	01-253-000-0000-6405		452.93	"chainsaw" safety boots	77791 Operating Supplies
1430	Dotzler Power Equipment		452.93		1 Transactions
5551	Unclaimed Freight North				
	01-253-000-0000-6405		10.10	paint mixer/measures,scissors	4/19/12 Operating Supplies
5551	Unclaimed Freight North		10.10		1 Transactions
253	DEPT Total:		463.03	Aitkin Co Community Corrections	2 Vendors 2 Transactions
254	DEPT			Enhanced 911 System	
11715	Granite Electronics				
	01-254-000-0000-6231		558.94	on-site-review dispatch&Towers	Labor-243330 Services, Labor, Contracts
	01-254-000-0000-6231		567.50	on-site-review dispatch&Towers	Travel cost Services, Labor, Contracts
11715	Granite Electronics		1,126.44		2 Transactions

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
254	DEPT Total:		1,126.44	Enhanced 911 System	1 Vendors	2 Transactions
257	DEPT			Sobriety Court		
9489	Redwood Toxicology Laboratory, Inc 01-257-022-0000-6406		55.00	synthetic Cannibinoid test	120316-00533	Sobriety Crt Expenses
	01-257-022-0000-6406		55.00	synthetic Cannibinoid test	120316-01200	Sobriety Crt Expenses
	01-257-022-0000-6406		25.00	synthetic Cannibinoid test	120327-01736	Sobriety Crt Expenses
9489	Redwood Toxicology Laboratory, Inc		135.00			3 Transactions
6146	RS Eden 01-257-022-0000-6406		225.50	drug testing	41058	Sobriety Crt Expenses
	01-257-022-0000-6406		164.36	drug testing supplies	41215	Sobriety Crt Expenses
6146	RS Eden		389.86			2 Transactions
257	DEPT Total:		524.86	Sobriety Court	2 Vendors	5 Transactions
390	DEPT			Environmental Health (FBL)		
4010	Rasley Oil Company 01-390-000-0000-6511		34.53	April Fuel charges	AITCOZOS	Gas And Oil
4010	Rasley Oil Company		34.53			1 Transactions
390	DEPT Total:		34.53	Environmental Health (FBL)	1 Vendors	1 Transactions
391	DEPT			Solid Waste		
1754	Garrison Disposal Company, Inc 01-391-000-0000-6231		675.00	1/2 fee of MPCA permit materia	201201501	Services, Labor, & Minor Contracts
1754	Garrison Disposal Company, Inc		675.00			1 Transactions
5714	K&J C-Stores Inc 01-391-000-0000-6511		67.48	April Fuel charges	Plan/Zoning	Gas And Oil
5714	K&J C-Stores Inc		67.48			1 Transactions
3334	MCIT 01-391-000-0000-6208		50.00	Land Issues class-Terry Neff	5320	Training/Education
3334	MCIT		50.00			1 Transactions
3503	Neff/Terry B. 01-391-000-0000-6330		4.64	meeting mileage-1/31/12	10.2@.455	Transportation & Travel & Parking

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	01-391-000-0000-6330		meeting mileage-4/10/12	6.8@.455	Transportation & Travel & Parking
3503	Neff/Terry B.				
		3.09			
		7.73	2 Transactions		
5472	Newshopper				
	01-391-000-0000-6230		"Take it to the Box" Ad	1622	Printing, Publishing & Adv
	01-391-000-0000-6230		HHW day Ad-4/21/12	1622	Printing, Publishing & Adv
5472	Newshopper				
		300.00			
		120.00			
		420.00	2 Transactions		
86235	Office Shop Inc/The				
	01-391-000-0000-6405		1 ream cardstock paper	911540-0	Office & Film Supplies
	01-391-000-0000-6405		return 1 ream cardstock paper	C911072-1	Office & Film Supplies
86235	Office Shop Inc/The				
		16.02			
		16.02-			
		0.00	2 Transactions		
4010	Rasley Oil Company				
	01-391-000-0000-6511		April Fuel charges	AITCOZOS	Gas And Oil
4010	Rasley Oil Company				
		29.03			
		29.03	1 Transactions		
5056	Western Lake Superior Sanitary				
	01-391-000-0000-6231		1st Q. HHW fees	42512AITHHW	Services, Labor, & Minor Contracts
5056	Western Lake Superior Sanitary				
		7,957.60			
		7,957.60	1 Transactions		
391	DEPT Total:		Solid Waste	8 Vendors	11 Transactions
		9,206.84			
520	DEPT		Parks		
12051	Burk/Bruce				
	01-520-000-0000-5510		refund campground fees	rec.864	Co Parks Campground Fees
12051	Burk/Bruce				
		40.00			
		40.00	1 Transactions		
1805	Giese Sno-Cruisers Trail Assn.				
	01-520-000-0000-6802		GIA 3rd Reimbursement	Rec 877	Trail Grants-State
1805	Giese Sno-Cruisers Trail Assn.				
		4,179.60			
		4,179.60	1 Transactions		
2060	Haypoint Jackpine Savages				
	01-520-000-0000-6802		GIA 3rd Reimbursement	Rec 877	Trail Grants-State
2060	Haypoint Jackpine Savages				
		14,698.80			
		14,698.80	1 Transactions		
7525	Hometown Bldg Supply				
	01-520-000-0000-6590		2x4, 2x6, 2x8	25503	Repair & Maintenance Supplies
	01-520-000-0000-6590		screws	25515	Repair & Maintenance Supplies
		67.28			
		125.41			

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
	01-520-000-0000-6590		2x4, 2x6, 2x8	25566	Repair & Maintenance Supplies
7525	Hometown Bldg Supply				3 Transactions
5714	K&J C-Stores Inc				
	01-520-000-0000-6511		April gas	Land Dept	Gas And Oil
5714	K&J C-Stores Inc				1 Transactions
5892	McGregor Printing & Graphics, Inc				
	01-520-000-0000-6231		ATV trail maps	12835	Services, Labor, Contracts
5892	McGregor Printing & Graphics, Inc				1 Transactions
8347	Nordean Electric/Dale				
	01-520-000-0000-6231		locate URD Berglund Park	3985	Services, Labor, Contracts
8347	Nordean Electric/Dale				1 Transactions
3950	Public Utilities				
	01-520-000-0000-6254		Land dept		Utilities
	01-520-000-0000-6254		Mississippi Access		Utilities
3950	Public Utilities				2 Transactions
4010	Rasley Oil Company				
	01-520-000-0000-6511		April Fuel charges	AITCL&PS	Gas And Oil
4010	Rasley Oil Company				1 Transactions
4070	Riley Auto Supply				
	01-520-000-0000-6590		hitch with ball & hitch pin	522576	Repair & Maintenance Supplies
4070	Riley Auto Supply				1 Transactions
4233	S & T Office Products Inc				
	01-520-000-0000-6405		mylar	01PD8101	Office Supplies
4233	S & T Office Products Inc				1 Transactions
520	DEPT Total:				
		22,646.07	Parks	11 Vendors	14 Transactions
601	DEPT		Extension		
89471	Aitkin Co 4-H Council				
	01-601-551-0000-5840		lic.ctr Plat bk sales R.327	2223-2225	4-H Plat Book Sales
89471	Aitkin Co 4-H Council				1 Transactions

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
10850	Carlson/David 01-601-000-0000-6350		35.00	meeting per diem	4/23/12	Per Diem
	01-601-000-0000-6360		22.20	mileage 4/23/12	40@.555	Extension Comm Expenses (Not Per Diem)
	01-601-000-0000-6360		22.20	mileage 2/6/12	40@.555	Extension Comm Expenses (Not Per Diem)
10850	Carlson/David		79.40	3 Transactions		
10120	Chute/Debra 01-601-000-0000-6350		35.00	meeting per diem	4/23/12	Per Diem
10120	Chute/Debra		35.00	1 Transactions		
9440	Dotzler/Sharon A 01-601-000-0000-6350		35.00	Extension Mtg	4/23/12	Per Diem
9440	Dotzler/Sharon A		35.00	1 Transactions		
91345	Elvecrog/Roberta C 01-601-000-0000-6350		35.00	Extension Mtg	4/23/12	Per Diem
91345	Elvecrog/Roberta C		35.00	1 Transactions		
12045	Janzen/Joy 01-601-000-0000-6360		9.99	mileage-Extension meeting	18@.555	Extension Comm Expenses (Not Per Diem)
	01-601-000-0000-6350		35.00	Extension meeting	4/23/12	Per Diem
12045	Janzen/Joy		44.99	2 Transactions		
90853	Mickelson/Bonnie H 01-601-000-0000-6350		35.00	Extension meeting	4/23/12	Per Diem
90853	Mickelson/Bonnie H		35.00	1 Transactions		
601	DEPT Total:		354.39	Extension	7 Vendors	10 Transactions
1	Fund Total:		77,748.82	General Fund		181 Transactions



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3 Road & Bridge

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
301	DEPT			R&B Administration		
8491	ACS, Inc 03-301-000-0000-6300		5,050.93	ANNUAL SUPPORT 050112	783177	Service Contracts
8491	ACS, Inc		5,050.93	1 Transactions		
8676	Deaton's Mailing Systems Inc 03-301-000-0000-6400		109.01	INK CARTRIDGE 041612	40113	Supplies And Materials
8676	Deaton's Mailing Systems Inc		109.01	1 Transactions		
11406	Innovative Office Solutions 03-301-000-0000-6400		84.42	BINDING 042012	32445	Supplies And Materials
11406	Innovative Office Solutions		84.42	1 Transactions		
5714	K&J C-Stores Inc 03-301-000-0000-6296		37.80	GASOLINE 043012	103442	Meeting Expense/Physicals
5714	K&J C-Stores Inc		37.80	1 Transactions		
11387	Olsen/Sarah 03-301-000-0000-6296		57.79	LITTLE FALLS MTG 042012	127@.455	Meeting Expense/Physicals
	03-301-000-0000-6296		188.37	ACCT'S CONFERENCE 042012	414@.455	Meeting Expense/Physicals
11387	Olsen/Sarah		246.16	2 Transactions		
6097	Verizon Wireless 03-301-000-0000-6250		58.79	CELL PHONES 042312	272915729	Telephone
6097	Verizon Wireless		58.79	1 Transactions		
301	DEPT Total:		5,587.11	R&B Administration	6 Vendors	7 Transactions
302	DEPT			R&B Engineering/Construction		
3703	Frontier Precision, Inc 03-302-000-0000-6449		333.29	ROVER ROD 041612	102272	Rd/Br Engr. Supplies
3703	Frontier Precision, Inc		333.29	1 Transactions		
9835	Gilson Company Inc 03-302-000-0000-6449		243.65	SIEVE 041612	L156266	Rd/Br Engr. Supplies
9835	Gilson Company Inc		243.65	1 Transactions		
5443	University Of Minnesota 03-302-000-0000-6296		875.00	WETLAND DELINEATION 050212	C KRAGNESS	Meeting Expense/Physicals

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 3 Road & Bridge

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
5443 University Of Minnesota		875.00	1 Transactions	
302 DEPT Total:		1,451.94	R&B Engineering/Construction	3 Vendors 3 Transactions
303 DEPT			R&B Highway Maintenance	
195 Aitkin Tire Shop				
03-303-000-0000-6590		150.98	TIRES AND LABOR 041712	50228 Repair & Maintenance Supplies
03-303-000-0000-6590		419.79	TIRES AND LABOR 041712	50234 Repair & Maintenance Supplies
03-303-000-0000-6590		748.13	TIRES 041712	50258 Repair & Maintenance Supplies
03-303-000-0000-6590		134.05	TIRES AND LABOR 041712	50290 Repair & Maintenance Supplies
195 Aitkin Tire Shop		1,452.95	4 Transactions	
8239 Ameripride Linen & Apparel Services				
03-303-000-0000-6523		40.23	SHOP LAUNDRY 042312	3500310389 Misc Bldg & Shop Supplies
03-303-000-0000-6523		71.21	SHOP LAUNDRY 042312	3500313264 Misc Bldg & Shop Supplies
8239 Ameripride Linen & Apparel Services		111.44	2 Transactions	
86467 Auto Value Aitkin				
03-303-000-0000-6523		94.29	FILTERS 041812	1983 Misc Bldg & Shop Supplies
03-303-000-0000-6590		27.21	FILTER 041812	2113 Repair & Maintenance Supplies
03-303-000-0000-6523		88.60	FILTERS 041812	2161 Misc Bldg & Shop Supplies
03-303-000-0000-6590		63.45	FILTER 041812	2409 Repair & Maintenance Supplies
03-303-000-0000-6523		58.61	ROUTER FILTERS 041812	2723 Misc Bldg & Shop Supplies
03-303-000-0000-6523		20.31	RESP 041812	2784 Misc Bldg & Shop Supplies
03-303-000-0000-6523		15.17	SCREWDRIVER 041812	2870 Misc Bldg & Shop Supplies
03-303-000-0000-6523		5.66	SCREWDRIVER 041812	2875 Misc Bldg & Shop Supplies
03-303-000-0000-6523		95.74	WIPERS 041812	3271 Misc Bldg & Shop Supplies
86467 Auto Value Aitkin		469.04	9 Transactions	
11895 Cargill, Incorporated				
03-303-000-0000-6518		5,338.58	DEICING SALT 042612	2900526829 De-Icing Salt
03-303-000-0000-6518		8,979.84	DEICING SALT 042612	2900528900 De-Icing Salt
03-303-000-0000-6518		8,983.54	DEICING SALT 042612	2900531413 De-Icing Salt
03-303-000-0000-6518		1,813.24	DEICING SALT 042612	2900533158 De-Icing Salt
11895 Cargill, Incorporated		25,115.20	4 Transactions	
8265 Centurylink				
03-303-000-0000-6250		44.59	PHONE HILL CITY 050212	301226554 Telephone

## Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
8265	Centurylink		44.59		1 Transactions	
7935	East Central Energy 03-303-000-0000-6254		172.07	POWER MCGRATH 043012	100	Utilities
7935	East Central Energy		172.07		1 Transactions	
11180	Fastenal Company 03-303-000-0000-6523		24.80	COTTON GLOVES 041212	MNBAX147393	Misc Bldg & Shop Supplies
	03-303-000-0000-6523		391.17	STEEL SHOVELS 041212	MNBAX147472	Misc Bldg & Shop Supplies
11180	Fastenal Company		415.97		2 Transactions	
7060	Federated Co-Ops Inc. 03-303-000-0000-6297		1,749.78	JACOBSON 042012	12188	Shop Fuel
	03-303-000-0000-6297		337.14	MCGREGOR W/DISCOUNT 042012	27546	Shop Fuel
7060	Federated Co-Ops Inc.		2,086.92		2 Transactions	
8622	Frontier 03-303-000-0000-6250		56.07	MCGREGOR 041912	2187684481	Telephone
	03-303-000-0000-6250		56.07	MCGRATH 041912	3205923580	Telephone
8622	Frontier		112.14		2 Transactions	
1754	Garrison Disposal Company, Inc 03-303-000-0000-6231		55.00	GARBAGE 041912	226640	Services,Equip.Rental Etc.
	03-303-000-0000-6231		25.00	GARBAGE 041912	226664	Services,Equip.Rental Etc.
1754	Garrison Disposal Company, Inc		80.00		2 Transactions	
1880	Gravelle Plumbing & Heating, Inc 03-303-000-0000-6298		13.47	UNION 040512	61450	Shop Maintenance
	03-303-000-0000-6298		1.84	FEMALE 040512	61481	Shop Maintenance
1880	Gravelle Plumbing & Heating, Inc		15.31		2 Transactions	
1959	H & L Mesabi Inc 03-303-000-0000-6590		4,210.74	CARBIDE 042012	85144	Repair & Maintenance Supplies
1959	H & L Mesabi Inc		4,210.74		1 Transactions	
11177	Industrial Fluid Technologies 03-303-000-0000-6523		1,271.34	ANTIFREEZE 042012	2040300	Misc Bldg & Shop Supplies
	03-303-000-0000-6523		395.48	GREASE 042012	2040300	Misc Bldg & Shop Supplies
	03-303-000-0000-6523		609.48	OIL 042012	2040300	Misc Bldg & Shop Supplies

## Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description		
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
	03-303-000-0000-6523		150.00-	OIL CREDIT	042012	516951	Misc Bldg & Shop Supplies
11177	Industrial Fluid Technologies		2,126.30		4 Transactions		
5714	K&J C-Stores Inc						
	03-303-000-0000-6513		40.92	GASOLINE	043012	102808	Motor Fuel & Lubricants
	03-303-000-0000-6513		78.98	GASOLINE	043012	102834	Motor Fuel & Lubricants
	03-303-000-0000-6513		71.22	GASOLINE	043012	102850	Motor Fuel & Lubricants
	03-303-000-0000-6513		53.68	GASOLINE	043012	102938	Motor Fuel & Lubricants
	03-303-000-0000-6513		56.77	GASOLINE	043012	102953	Motor Fuel & Lubricants
	03-303-000-0000-6513		57.07	GASOLINE	043012	103288	Motor Fuel & Lubricants
	03-303-000-0000-6513		57.06	GASOLINE	043012	103342	Motor Fuel & Lubricants
	03-303-000-0000-6513		63.71	GASOLINE	043012	103369	Motor Fuel & Lubricants
	03-303-000-0000-6513		35.76	GASOLINE	043012	103411	Motor Fuel & Lubricants
	03-303-000-0000-6513		70.81	GASOLINE	043012	103413	Motor Fuel & Lubricants
	03-303-000-0000-6513		66.65	GASOLINE	043012	91052	Motor Fuel & Lubricants
	03-303-000-0000-6513		77.13	GASOLINE	043012	91054	Motor Fuel & Lubricants
5714	K&J C-Stores Inc		729.76		12 Transactions		
91187	Lake Country Power						
	03-303-000-0000-6254		40.02	65 AND 14	043012	141979801	Utilities
	03-303-000-0000-6254		51.04	65 AND 6	043012	141979901	Utilities
91187	Lake Country Power		91.06		2 Transactions		
2960	MacDonald Wold Inc						
	03-303-000-0000-6590		16.27	CAP	041812	1	Repair & Maintenance Supplies
2960	MacDonald Wold Inc		16.27		1 Transactions		
10825	Mn Indep Petroleum Serv Inc						
	03-303-000-0000-6523		7,805.01	WASTE OIL TANK	042312	4718	Misc Bldg & Shop Supplies
	03-303-000-0000-6523		300.09-	LOCKING CAP	042312	4732	Misc Bldg & Shop Supplies
10825	Mn Indep Petroleum Serv Inc		7,504.92		2 Transactions		
3660	Northwood Equipment						
	03-303-000-0000-6523		167.06	FILTERS	050112	P04057	Misc Bldg & Shop Supplies
3660	Northwood Equipment		167.06		1 Transactions		
3760	Palisade Cooperative Oil Assoc						
	03-303-000-0000-6513		64.90	GASOLINE	041812	213501	Motor Fuel & Lubricants
	03-303-000-0000-6513		74.22	GASOLINE	041812	213630	Motor Fuel & Lubricants

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	03-303-000-0000-6513		43.11	GASOLINE 041812	213806	Motor Fuel & Lubricants
	03-303-000-0000-6513		57.06	GASOLINE 041812	214021	Motor Fuel & Lubricants
3760	Palisade Cooperative Oil Assoc		239.29	4 Transactions		
3950	Public Utilities					
	03-303-000-0000-6254		72.27	AITKIN SHOP WATER 043012		Utilities
	03-303-000-0000-6254		33.83	HWY 210 AND CSAH 28 043012	0200059455006	Utilities
	03-303-000-0000-6254		31.91	HWY 210 AND CSAH 12 043012	0200063388000	Utilities
	03-303-000-0000-6254		40.94	HWY 47 AND CSAH 12 043012	0200064092005	Utilities
3950	Public Utilities		178.95	4 Transactions		
4010	Rasley Oil Company					
	03-303-000-0000-6513		70.55	GASOLINE 043012	21227	Motor Fuel & Lubricants
	03-303-000-0000-6513		90.93	GASOLINE 043012	27177	Motor Fuel & Lubricants
	03-303-000-0000-6513		38.11	GASOLINE 043012	27188	Motor Fuel & Lubricants
	03-303-000-0000-6513		38.00	GASOLINE 043012	27189	Motor Fuel & Lubricants
	03-303-000-0000-6513		36.86	GASOLINE 043012	27225	Motor Fuel & Lubricants
	03-303-000-0000-6513		82.31	GASOLINE 043012	27407	Motor Fuel & Lubricants
	03-303-000-0000-6513		44.59	GASOLINE 043012	27431	Motor Fuel & Lubricants
	03-303-000-0000-6513		109.15	GASOLINE 043012	27435	Motor Fuel & Lubricants
	03-303-000-0000-6513		30.59	GASOLINE 043012	27529	Motor Fuel & Lubricants
	03-303-000-0000-6513		79.92	GASOLINE 043012	27553	Motor Fuel & Lubricants
	03-303-000-0000-6513		46.63	GASOLINE 043012	27582	Motor Fuel & Lubricants
	03-303-000-0000-6513		98.58	GASOLINE 043012	27596	Motor Fuel & Lubricants
	03-303-000-0000-6513		57.56	GASOLINE 043012	27651	Motor Fuel & Lubricants
	03-303-000-0000-6513		69.87	GASOLINE 043012	27654	Motor Fuel & Lubricants
	03-303-000-0000-6513		48.20	GASOLINE 043012	27686	Motor Fuel & Lubricants
	03-303-000-0000-6513		45.30	GASOLINE 043012	27687	Motor Fuel & Lubricants
	03-303-000-0000-6513		57.09	GASOLINE 043012	27688	Motor Fuel & Lubricants
	03-303-000-0000-6513		75.81	GASOLINE 043012	27701	Motor Fuel & Lubricants
	03-303-000-0000-6513		51.09	GASOLINE 043012	27755	Motor Fuel & Lubricants
	03-303-000-0000-6513		55.18	GASOLINE 043012	27756	Motor Fuel & Lubricants
	03-303-000-0000-6513		116.27	GASOLINE 043012	27807	Motor Fuel & Lubricants
	03-303-000-0000-6513		85.57	GASOLINE 043012	27836	Motor Fuel & Lubricants
	03-303-000-0000-6513		72.34	GASOLINE 043012	27837	Motor Fuel & Lubricants
	03-303-000-0000-6513		45.64	GASOLINE 043012	27839	Motor Fuel & Lubricants
	03-303-000-0000-6513		75.14	GASOLINE 043012	27841	Motor Fuel & Lubricants
	03-303-000-0000-6513		75.58	GASOLINE 043012	27843	Motor Fuel & Lubricants
	03-303-000-0000-6513		44.10	GASOLINE 043012	27852	Motor Fuel & Lubricants

## Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
03-303-000-0000-6513		111.22	GASOLINE 043012	27861 Motor Fuel & Lubricants
03-303-000-0000-6513		61.25	GASOLINE 043012	27905 Motor Fuel & Lubricants
03-303-000-0000-6513		60.91	GASOLINE 043012	28304 Motor Fuel & Lubricants
03-303-000-0000-6513		76.10	GASOLINE 043012	28342 Motor Fuel & Lubricants
03-303-000-0000-6513		89.36	GASOLINE 043012	28426 Motor Fuel & Lubricants
03-303-000-0000-6513		48.87	GASOLINE 043012	28618 Motor Fuel & Lubricants
03-303-000-0000-6513		28.04	GASOLINE 043012	28622 Motor Fuel & Lubricants
03-303-000-0000-6513		24.25	GASOLINE 043012	28671 Motor Fuel & Lubricants
03-303-000-0000-6513		57.69	GASOLINE 043012	28673 Motor Fuel & Lubricants
03-303-000-0000-6513		37.08	GASOLINE 043012	28743 Motor Fuel & Lubricants
03-303-000-0000-6513		22.82	GASOLINE 043012	28744 Motor Fuel & Lubricants
03-303-000-0000-6513		57.87	GASOLINE 043012	28745 Motor Fuel & Lubricants
4010 Rasley Oil Company		2,416.42	39 Transactions	
4070 Riley Auto Supply				
03-303-000-0000-6523		32.05	AIR HOSE 043012	522231 Misc Bldg & Shop Supplies
03-303-000-0000-6523		11.66	AIR HOSE 043012	522244 Misc Bldg & Shop Supplies
03-303-000-0000-6590		34.16	HOSE 043012	522606 Repair & Maintenance Supplies
03-303-000-0000-6523		39.63	5W30 043012	522655 Misc Bldg & Shop Supplies
03-303-000-0000-6590		25.20	HOSE 043012	522758 Repair & Maintenance Supplies
03-303-000-0000-6590		13.89	VALVE 043012	522937 Repair & Maintenance Supplies
03-303-000-0000-6590		12.90	BALL VALVE 043012	522948 Repair & Maintenance Supplies
03-303-000-0000-6590		11.75	FITTINGS 043012	522993 Repair & Maintenance Supplies
03-303-000-0000-6590		44.87	SOCKET BOOT 043012	522998 Repair & Maintenance Supplies
03-303-000-0000-6590		24.54	FITTINGS 043012	523006 Repair & Maintenance Supplies
03-303-000-0000-6590		3.19	PIPE CAN 043012	523007 Repair & Maintenance Supplies
4070 Riley Auto Supply		253.84	11 Transactions	
4140 Rohlfig				
03-303-000-0000-6523		103.68	LINERS 041612	78989 Misc Bldg & Shop Supplies
4140 Rohlfig		103.68	1 Transactions	
7888 Ruffridge Johnson Equip.Co,Inc.				
03-303-000-0000-6590		118.55	FILTER 041712	C60243 Repair & Maintenance Supplies
7888 Ruffridge Johnson Equip.Co,Inc.		118.55	1 Transactions	
90805 Temco				
03-303-000-0000-6590		83.05	ROUN D 042012	14155 Repair & Maintenance Supplies
03-303-000-0000-6523		22.34	FLAT 042012	14173 Misc Bldg & Shop Supplies

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 5/4/12 2:01PM  
 3 Road & Bridge

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
90805	Temco		105.39		2 Transactions	
8671	Village Laundromat & Car Wash, Inc 03-303-000-0000-6523		21.38	GREASE RAGS 043012	841455	Misc Bldg & Shop Supplies
8671	Village Laundromat & Car Wash, Inc		21.38		1 Transactions	
8279	Winzer Corporation 03-303-000-0000-6523		189.26	SHOP SUPPLIES 041012	4261917	Misc Bldg & Shop Supplies
8279	Winzer Corporation		189.26		1 Transactions	
5295	Ziegler Inc 03-303-000-0000-6590		151.63	WIPER 042412	PC190021267	Repair & Maintenance Supplies
	03-303-000-0000-6590		12.79	FREIGHT 042412	PC190021303	Repair & Maintenance Supplies
	03-303-000-0000-6590		24.22	FILTERS 042412	PC190021373	Repair & Maintenance Supplies
	03-303-000-0000-6590		45.32	BLADE 042412	PC190021394	Repair & Maintenance Supplies
	03-303-000-0000-6590		170.83	FILTERS 042412	PC190021408	Repair & Maintenance Supplies
5295	Ziegler Inc		404.79		5 Transactions	
303	DEPT Total:		48,953.29	R&B Highway Maintenance	28 Vendors	123 Transactions
307	DEPT			R&B Capital Infrastructure		
48	Aitkin Co Abstract Company 03-307-000-0000-6260		15.00	CSAH 10 042012	41867	Professional Services
48	Aitkin Co Abstract Company		15.00		1 Transactions	
11683	Iverson Ruevers,LLC 03-307-000-0000-6260		125.00	PROFESSIONAL SERV 042712	7288	Professional Services
11683	Iverson Ruevers,LLC		125.00		1 Transactions	
8302	Twin Ports Testing Inc 03-307-000-0000-6260		637.50	HMI INSPECTION 041612	65134	Professional Services
8302	Twin Ports Testing Inc		637.50		1 Transactions	
5128	Widseth Smith & Nolting Inc 03-307-000-0000-6260		6,912.75	SERVICES 042012	83078	Professional Services
5128	Widseth Smith & Nolting Inc		6,912.75		1 Transactions	

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5/4/12 2:01PM

3 Road & Bridge

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Page 26

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	
<u>On Behalf of Name</u>					
307 DEPT Total:		7,690.25	R&B Capital Infrastructure	4 Vendors	4 Transactions
3 Fund Total:		63,682.59	Road & Bridge		137 Transactions



DKB1  
 5/4/12 2:01PM  
 5 Health & Human Services

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
400 DEPT		Public Health Department		
1457 CPS Technology Solutions, Inc 05-400-440-0410-6231		May maintenance	359483	Services Or Contracts
1457 CPS Technology Solutions, Inc				1 Transactions
400 DEPT Total:		Public Health Department	1 Vendors	1 Transactions
420 DEPT		Income Maintenance		
1457 CPS Technology Solutions, Inc 05-420-600-4800-6231		May maintenance	359483	Services Or Contracts
05-420-640-4800-6231		May maintenance	359483	Services Or Contracts
1457 CPS Technology Solutions, Inc				2 Transactions
420 DEPT Total:		Income Maintenance	1 Vendors	2 Transactions
430 DEPT		Social Services		
1457 CPS Technology Solutions, Inc 05-430-700-4800-6231		May maintenance	359483	Services Or Contracts
1457 CPS Technology Solutions, Inc				1 Transactions
430 DEPT Total:		Social Services	1 Vendors	1 Transactions
5 Fund Total:		Health & Human Services		4 Transactions

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
900	DEPT			Timber Permit Bonds		
584	Blandin Paper Co 10-900-000-0000-2300		2,290.65	timb.permit bond refund R.1086	12640	Timber Permit Bonds
584	Blandin Paper Co		2,290.65	1 Transactions		
10754	Larson Enterprise Of Isle 10-900-000-0000-2300		757.00	timb.permit bond refund R.1367	13039	Timber Permit Bonds
10754	Larson Enterprise Of Isle		757.00	1 Transactions		
10764	Pisarek/John 10-900-000-0000-2300		894.00	timb.permit bond refund R.1351	13261	Timber Permit Bonds
10764	Pisarek/John		894.00	1 Transactions		
11686	Precision Thinning 10-900-000-0000-2300		1,338.05	timb.permit bond refund R.1247	13163	Timber Permit Bonds
11686	Precision Thinning		1,338.05	1 Transactions		
5791	Sappi 10-900-000-0000-2300		629.50	timb.permit bond refund R.1352	12864	Timber Permit Bonds
5791	Sappi		629.50	1 Transactions		
900	DEPT Total:		5,909.20	Timber Permit Bonds	5 Vendors	5 Transactions
921	DEPT			Co. Development		
5892	McGregor Printing & Graphics, Inc 10-921-000-0000-6231		1,718.18	ATV trail maps	12835	Services, Labor, Contracts
5892	McGregor Printing & Graphics, Inc		1,718.18	1 Transactions		
12053	Minnesota County GIS Association 10-921-000-0000-6240		100.00	2012 Dues	101	Dues
12053	Minnesota County GIS Association		100.00	1 Transactions		
8612	Veenker/Thomas H 10-921-000-0000-6356		135.50	Renew-Land Surveryor license	2012-2014	License Fees
8612	Veenker/Thomas H		135.50	1 Transactions		
921	DEPT Total:		1,953.68	Co. Development	3 Vendors	3 Transactions

DKB1  
5/4/12 2:01PM  
10 Trust

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
923	DEPT			Forfeited Tax Sales		
88880	Datacomm Computers & Networks Inc 10-923-000-0000-6405		455.39	cables & boxes for wiring	5910	Office Supplies
88880	Datacomm Computers & Networks Inc		455.39	1 Transactions		
12052	Duren/Rosalyn 10-923-000-0000-6820		166.97	refund of overpay on C/D		Refunds & Reimbursements
12052	Duren/Rosalyn		166.97	1 Transactions		
2410	Jacobs/Mark H 10-923-000-0000-6330		58.83	mileage-MFRP mtg 4/19	106@.555	Transportation & Travel
	10-923-000-0000-6330		58.83	mileage-MACLC mtg 4/25	106@.555	Transportation & Travel
2410	Jacobs/Mark H		117.66	2 Transactions		
86235	Office Shop Inc/The 10-923-000-0000-6405		560.88	April copies	258675-0	Office Supplies
86235	Office Shop Inc/The		560.88	1 Transactions		
10764	Pisarek/John 10-923-000-0000-6820		467.58	overappraised refund	13261	Refunds & Reimbursements
10764	Pisarek/John		467.58	1 Transactions		
11686	Precision Thinning 10-923-000-0000-6820		831.22	overappraised refund	13163	Refunds & Reimbursements
11686	Precision Thinning		831.22	1 Transactions		
6128	Tire Barn 10-923-000-0000-6590		51.94	LOF	20156	Repair & Maintenance Supplies
6128	Tire Barn		51.94	1 Transactions		
923	DEPT Total:		2,651.64	Forfeited Tax Sales	7 Vendors	8 Transactions
10	Fund Total:		10,514.52	Trust		16 Transactions

DKB1  
 5/4/12 2:01PM  
 11 Forest Development

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	Paid On Bhf # On Behalf of Name
924 DEPT		Forest Resource		
86467 Auto Value Aitkin				
11-924-000-0000-6590		6.00	toggle for power washer	40001913 Repair & Maintenance Supplies
11-924-000-0000-6590		71.61	battery for ATV	40002211 Repair & Maintenance Supplies
86467 Auto Value Aitkin		77.61	2 Transactions	
924 DEPT Total:		77.61	Forest Resource	1 Vendors 2 Transactions
925 DEPT		Reforestation		
8544 Brock White Construction Materials				
11-925-000-0000-6590		177.00	stabilizer mulch	12191118-00 Repair & Maintenance Supplies
8544 Brock White Construction Materials		177.00	1 Transactions	
7062 Kern Excavating LLC				
11-925-000-0000-6231		8,460.00	gravel/spread-ATV trail	42812ACLD Services, Labor, Contracts
7062 Kern Excavating LLC		8,460.00	1 Transactions	
5821 Masconomo Forestry, Inc				
11-925-000-0000-6231		1,842.00	basswood growth study	Services, Labor, Contracts
5821 Masconomo Forestry, Inc		1,842.00	1 Transactions	
925 DEPT Total:		10,479.00	Reforestation	3 Vendors 3 Transactions
11 Fund Total:		10,556.61	Forest Development	5 Transactions

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
521 DEPT				LLCC Administration
12050 Maven Perspectives				
19-521-000-0000-6231		7,523.21		marketing study
12050 Maven Perspectives		7,523.21		1 Transactions
3478 Nasco				
19-521-000-0000-6400		87.63		critter kit supplies
19-521-000-0000-6400		19.16		education supplies
3478 Nasco		106.79		2 Transactions
4425 Shirts Plus				
19-521-000-0000-6400		711.35		144 water bottles
4425 Shirts Plus		711.35		1 Transactions
521 DEPT Total:		8,341.35		LLCC Administration 3 Vendors 4 Transactions
522 DEPT				LLCC Education
11607 Thrifty White Pharmacy-Aitkin				
19-522-000-0000-6416		3.22		poster board
11607 Thrifty White Pharmacy-Aitkin		3.22		1 Transactions
522 DEPT Total:		3.22		LLCC Education 1 Vendors 1 Transactions
523 DEPT				LLCC Food
5662 McGregor Dairy,Inc				
19-523-000-0000-6418		168.50		groceries
5662 McGregor Dairy,Inc		168.50		1 Transactions
3810 Paulbeck's County Market				
19-523-000-0000-6418		90.99		groceries
3810 Paulbeck's County Market		90.99		1 Transactions
4761 Sysco Minnesota Inc				
19-523-000-0000-6418		592.40		groceries
19-523-000-0000-6420		64.88		groceries
4761 Sysco Minnesota Inc		657.28		2 Transactions

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
			<u>Amount</u>		
523	DEPT Total:		916.77	LLCC Food	3 Vendors 4 Transactions
524	DEPT			LLCC Maintenance	
	246 Brothers Fire Protection				
	19-524-000-0000-6590		513.00	fire alarm panel maintenance	88157 Repair & Maintenance Supplies
	246 Brothers Fire Protection		513.00	1 Transactions	
	1880 Gravelle Plumbing & Heating, Inc				
	19-524-000-0000-6422		443.40	Filters	61448 Janitorial Services/Supplies
	1880 Gravelle Plumbing & Heating, Inc		443.40	1 Transactions	
	4761 Sysco Minnesota Inc				
	19-524-000-0000-6422		91.14	toilet tissue	204190154 Janitorial Services/Supplies
	4761 Sysco Minnesota Inc		91.14	1 Transactions	
	5764 Wigen Companies,Inc				
	19-524-000-0000-6590		2,479.50	repair (2) water softeners	16175 Repair & Maintenance Supplies
	5764 Wigen Companies,Inc		2,479.50	1 Transactions	
524	DEPT Total:		3,527.04	LLCC Maintenance	4 Vendors 4 Transactions
19	Fund Total:		12,788.38	Long Lake Conservation Center	13 Transactions
	Final Total:		175,386.92	196 Vendors	356 Transactions

# Aitkin County



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	77,748.82	General Fund	
	3	63,682.59	Road & Bridge	
	5	96.00	Health & Human Services	
	10	10,514.52	Trust	
	11	10,556.61	Forest Development	
	19	12,788.38	Long Lake Conservation Center	
	All Funds	175,386.92	Total	Approved by, .....
				.....
				.....

# Aitkin County

## WARRANT REGISTER



April Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>OBO#</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
							<u>From Date</u>	<u>To Date</u>
719	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-	3,592.98	claims		01-044-904-0000-6360		
		Warrant # 719 Total	3,592.98	Date 4/4/12			3/26/12	3/30/12
720	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-	72.52	credit card fee		19-522-000-0000-6217		
		Warrant # 720 Total	72.52	Date 4/10/12				
721	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-	4,103.85	claims		01-044-904-0000-6360		
		Warrant # 721 Total	4,103.85	Date 4/11/12			4/2/12	4/6/12
722	5462	Bremer Bank (Elan Ach) ELAN ACH AITKIN, MN 56431-						
			4.18	prune juice for inmate		01-252-000-0000-6262		
			50.60	MCH- Family Plan Brochure		05-400-430-0408-6405		
			39.99	laminare		19-522-000-0000-6416		
			83.50	5,000 pellets		19-522-000-0000-6416		
			126.65	30 batteries w/charger		19-522-000-0000-6416		
			15.00	Monarch watch tagging kit		19-522-000-0000-6416		
			37.00	(2) lead acid batteries		19-524-000-0000-6422		
			17.00	parking/AMC conf.- Westerlund		01-001-000-0000-6330	3/22/12	
			39.36	gas for county car- AMC conf.		01-001-000-0000-6330	3/22/12	
			34.75	gas for county car- AMC conf.		01-001-000-0000-6330	3/22/12	
			34.00	parking/AMC conf.- Niemi		01-001-000-0000-6330	3/22/12	
			34.00	parking/AMC conf.- Marcotte		01-001-000-0000-6330	3/22/12	
			34.00	Parking/AMC conf.- B,Napstad		01-001-000-0000-6330	3/22/12	
			153.39	hotel/AMC conf.- Westerlund		01-001-000-0000-6332	3/22/12	
			306.78	Hotel/AMC conf.- Niemi		01-001-000-0000-6332	3/22/12	
			306.78	Hotel/AMC conf.- Marcotte		01-001-000-0000-6332	3/22/12	
			306.78	Hotel/AMC conf.- B,Napstad		01-001-000-0000-6332	3/22/12	
			8.61	Meal/AMC conf.- Niemi		01-001-000-0000-6340	3/22/12	



**Aitkin County**  
**WARRANT REGISTER**



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On- Behalf- of- Name</u>	<u>From Date</u>	<u>To Date</u>
			34.00	Parking/AMC conf.- P.Wussow	01- 052- 000- 0000- 6330	3/22/12	
			306.78	Hotel/AMC conf.- P.Wussow	01- 052- 000- 0000- 6332	3/22/12	
			19.32	Meals/AMC conf.- P.Wussow	01- 052- 000- 0000- 6340	3/22/12	
			8.35	Meal/SIETF Mtg- Terry Neff	01- 391- 000- 0000- 6340	3/29/12	
			19.76	stamps/package postage	19- 521- 000- 0000- 6205	3/29/12	
			30.00	critter food	19- 522- 000- 0000- 6416	4/2/12	
			48.30	stamps/address correct forms	19- 521- 000- 0000- 6205	4/3/12	
			486.40	prestamped envelopes	01- 252- 252- 0000- 6405	4/4/12	
			50.00	Registr./Interoperable conf.	01- 254- 003- 0000- 6241	K.White	
			50.00	Registr./Interoperable conf.	01- 254- 003- 0000- 6241	S,Turner	
			50.00	Registr./Interoperable conf.	01- 254- 003- 0000- 6241	S,Turner	
			199.00	Nat'l Seminar Trg- B.Thompson	01- 110- 000- 0000- 6208	St Cloud- 4/18	
	Warrant #	722	Total	2,834.28	Date 4/12/12		
723	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-					
			559.50	NSF- Red Rock Bar & Grill	01- 390- 000- 0000- 5136		
	Warrant #	723	Total	559.50	Date 4/13/12		
724	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-					
			172.81	29- 1- 483600 NSF per 1- Henry	13- 943- 000- 0000- 2004	for 2008	
			17.49	29- 0- 049916 NSF per 1- Henry	13- 943- 000- 0000- 2004	for 2008	
			81.62	29- 1- 483700 NSF per 1- Henry	13- 943- 000- 0000- 2004	for 2008	
			204.82	29- 1- 483600 NSF per 1- Henry	13- 943- 000- 0000- 2004	for 2009	
			18.86	29- 0- 049916 NSF per 1- Henry	13- 943- 000- 0000- 2004	for 2009	
			70.07	29- 1- 483700 NSF per 1- Henry	13- 943- 000- 0000- 2004	for 2009	
			232.65	29- 1- 483600 NSF per 1- Henry	13- 943- 000- 0000- 2004	for 2010	
			19.80	29- 0- 049916 NSF per 1- Henry	13- 943- 000- 0000- 2004	for 2010	
			66.82	29- 1- 483700 NSF per 1- Henry	13- 943- 000- 0000- 2004	for 2010	
	Warrant #	724	Total	884.94	Date 4/16/12		
725	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-					
			5,987.07	claims	01- 044- 904- 0000- 6360		
	Warrant #	725	Total	5,987.07	Date 4/18/12	4/9/12	4/13/12

# Aitkin County

## WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On- Behalf- of- Name</u>	<u>From Date</u>	<u>To Date</u>
726	780	Bremer Bank MORTGAGE- DEED TAX AITKIN, MN 56431-	11,223.77	March Deed Tax	09-000-000-0000-2025		
			34,135.92	March Mortg.Registry	09-000-000-0000-2026		
		Warrant # 726 Total	45,359.69	Date 4/19/12			
727	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-	50.00	NSF- Wiczek	19-521-000-0000-5884		
		Warrant # 727 Total	50.00	Date 4/23/12			
728	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-	5,672.44	Claims	01-044-904-0000-6360		
		Warrant # 728 Total	5,672.44	Date 4/25/12		4/16/12	4/20/12
729	5462	Bremer Bank (Elan Ach) ELAN ACH AITKIN, MN 56431-	25.00	monthly AT&T data plan	01-049-000-0000-6231		
			17.39	salad dressings	01-252-000-0000-6418		
			45.00	MEHA conference reg.fee	01-391-000-0000-6208		
			9.80	case for Motorola Droid	05-400-440-0410-6405		
			27.50	wireless phone headset- JL	05-400-440-0410-6625		
			27.50	wireless phone headset- extra	05-400-440-0410-6625		
			25.90	case for Motorola Droid	05-420-600-4800-6405		
			196.43	wireless phone headset- EF	05-420-600-4800-6625		
			72.68	wireless phone headset- JL	05-420-600-4800-6625		
			72.69	wireless phone headset- extra	05-420-600-4800-6625		
			196.46	wireless phone headset- JH	05-420-640-4800-6625		
			34.30	case for Motorola Droid	05-430-700-4800-6405		
			196.43	wireless phone headset- PK	05-430-700-4800-6625		
			196.43	wireless phone headset- DE	05-430-700-4800-6625		
			196.43	wireless phone headset- DT	05-430-700-4800-6625		
			96.25	wireless phone headset- JL	05-430-700-4800-6625		
			96.27	wireless phone headset- extra	05-430-700-4800-6625		
			49.99	Acronis True Image	01-049-000-0000-6402		

31589724

# Aitkin County

## WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On- Behalf- of- Name</u>	<u>From Date</u>	<u>To Date</u>
			12.89	meal/Geriatric conf.- Mona P.	05- 430- 700- 4800- 6330	4/10	
			160.94	meals&hotel/Geriatric conf.	05- 430- 700- 4800- 6330	4/10- 4/11	
			196.36	hotel/Hutchinson Trng	01- 120- 000- 0000- 6332	4/12/12	
			13.85	meal/interop conf.- K.White	01- 254- 003- 0000- 6340	4/16/12	
			24.26	gas for county car- interop	01- 254- 003- 0000- 6511	4/16/12	
			48.00	stamps/address correct forms	19- 521- 000- 0000- 6205	4/16/12	
			30.00	critter food	19- 522- 000- 0000- 6416	4/16/12	
			173.06	hotel/interop conf.- K.White	01- 254- 003- 0000- 6332	4/16/12- 4/18	
			225.00	MCMA conf Reg fee- Wussow	01- 052- 000- 0000- 6241	42837738	
			479.22	hotel/MCMA conf- Wussow	01- 052- 000- 0000- 6332	5/2- 5/3/12	
			28.98	Cisco Air- Pwr AC adapter OEM	01- 001- 000- 0000- 6625	boardroom	
			24.70	bandages,ointment,dish soap	01- 252- 000- 0000- 6405	Dollar Tree	
			48.32	inmate puzzles	01- 252- 252- 0000- 6405	Dollar Tree	
			54.76	jail supplies	01- 252- 000- 0000- 6405	Walmart	
		Warrant # 729	Total	3,102.78	Date 4/26/12		
39696	90762	Aitkin Co License Center 2 2ND ST NW AITKIN, MN 56431-					
			108.50	redeposit W.39696- wrong amt	19- 522- 000- 0000- 6374	7@- 15.50	
		Warrant # 39696	Total	108.50	Date 4/18/12		
44234	2344	I.U.O.E. Local 49 Fringe Benefit Fund PO BOX 313 MINNEAPOLIS, MN 55440- 313					
			1,884.00	D.Schmaltz Health Ins. Prem.	03- 302- 000- 0000- 6150	Apr.&May	
		Warrant # 44234	Total	1,884.00	Date 4/2/12		
44235	90762	Aitkin Co License Center 2 2ND ST NW AITKIN, MN 56431-					
			16.00	license tabs- 2000 Dodge	01- 110- 000- 0000- 6374		
		Warrant # 44235	Total	16.00	Date 4/4/12		
44236	11941	MII- HSA Atten: HSA Administration PO Box 64193 St Paul, MN 55164- 193					
			1,000.00	Q 3&4 Contrib.- Lori Tibbetts	01- 043- 000- 0000- 6148		
		Warrant # 44236	Total	1,000.00	Date 4/5/12		
44237	5748	Purchase Power					

# Aitkin County

## WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On- Behalf- of- Name</u>	<u>From Date</u>	<u>To Date</u>
		PO BOX 371874 PITTSBURGH, PA 15250-	5,000.00	postage	01- 044- 048- 0000- 6205		
		Warrant # 44237 Total	5,000.00	Date 4/6/12			
44238	2344	I.U.O.E. Local 49 Fringe Benefit Fund PO BOX 313 MINNEAPOLIS, MN 55440- 313	1,884.00	E.Cervantez Health Ins.Prem.	03- 302- 000- 0000- 6150	May&June	
		Warrant # 44238 Total	1,884.00	Date 4/9/12			
44239	6098	Synergy Graphics Inc PO BOX 635339 CINCINNATI, OH 45263- 5339	350.03	2012 March election ballots	01- 060- 000- 0000- 6405	62487	
		Warrant # 44239 Total	350.03	Date 4/10/12			
44240	4867	Tri- City Paving Inc BOX 326 LITTLE FALLS, MN 56345-	46,646.24	final contract payment	03- 307- 000- 0000- 6262		
		Warrant # 44240 Total	46,646.24	Date 4/11/12			
44241	90762	Aitkin Co License Center 2 2ND ST NW AITKIN, MN 56431-	59.50	correct lic.tab fees- 7 canoes	19- 522- 000- 0000- 6374	7@8.50	
		Warrant # 44241 Total	59.50	Date 4/18/12			
44242	9026	MII Life/Select Account P.O. BOX 64193  SAINT PAUL, MN 55164- 193	300.12	April participant fees	01- 044- 904- 0000- 6231	882098	
		Warrant # 44242 Total	300.12	Date 4/18/12			
44243	10427	Sheriff Cass County- Nd 211 9TH ST SOUTH PO BOX 488 FARGO, ND 58107-	60.00	subpoena service	01- 090- 000- 0000- 6234	CR- 10- 276	
		Warrant # 44243 Total	60.00	Date 4/23/12			
44244	11452	Bac Tax Service Corporation					

DKB1  
05/01/2012

3:36PM

# Aitkin County

## WARRANT REGISTER



Page 6

Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On- Behalf- of- Name</u>	<u>From Date</u>	<u>To Date</u>
	CA6- 913- LB- 01						
	PO BOX 10211						
	VAN NUYS, CA 91499- 6089						
	Warrant # 44244	Total	74.00	29- 1- 336500 Refund		13- 943- 000- 0000- 2001	
			74.00	Date 4/26/12			
	<b>Final Total...</b>		<b>129,385.44</b>	<b>92</b>	<b>Transactions</b>		

# Aitkin County



Warr # Vendor #

RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
1	30,431.36	General Fund
3	50,414.24	Road & Bridge
5	1,669.49	Health & Human Services
9	45,359.69	State
13	958.94	Taxes & Penalties
19	551.72	Long Lake Conservation Center
	129,385.44	TOTAL

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet

**3A**  
Agenda Item #

To: Chairperson, Aitkin County Board of Commissioners      Date: April 30, 2012

Via: Patrick Wussow, County Administrator

From: Terry Neff, Environmental Services Director

Title of Item:

Administrative Amendment to Shoreland Management Ordinance

Requested Meeting Date: May 8, 2012      Estimated Presentation Time: 15 Min

Presenter: Terry Neff, Environmental Services Director

**Type of Action Requested** (check all that apply)

- For info only, no action requested       Approve under Consent Agenda
- For discussion only with possible future action       Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion       Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale       Other (please list) \_\_\_\_\_
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget?  Yes       No (attach explanation)
- What type of expenditure is this?  Operating       Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: \_\_\_\_\_

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No

\_\_\_\_\_  
HR Review

**Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) E-mail from County Attorney

**Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 12:00 pm to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)**

## MEMORANDUM

**DATE:** April 30, 2012  
**TO:** Aitkin County Board of Commissioners  
**FROM:** Terry Neff, Environmental Services Director   
**RE:** Proposed Administrative Amendments to the Shoreland management Ordinance

Enclosed is a copy of proposed administrative amendments to the Shoreland Management Ordinance and an e-mail from Aitkin County Attorney, Jim Ratz agreeing the changes are technical and for clarification purposes. The changes in ~~strikethrough~~ are proposed for deletion and the changes in red are new language. At the end of each change I explain why the change is proposed.

At the May 8, 2012, Aitkin County Board of Commissioners meeting, I will be requesting approval and adoption of these changes to the Shoreland Management Ordinance. This is an administrative amendment so no public hearing is required.

If you have any questions prior to the meeting, or wish to discuss this in further detail, please contact me at 218-927-7342 or by e-mail at [tneff@co.aitkin.mn.us](mailto:tneff@co.aitkin.mn.us).

enclosures

c:\ctybrd\ctybrd2012



**Proposed Administrative Amendments to the Shoreland Management Ordinance**

- 2.767 Recreational Camping Vehicle Park Area.** “Recreational Camping Vehicle Area” means a parcel of land in which ~~three~~ **two** or more spaces are occupied or intended for occupancy by recreational vehicles for transient dwelling purposes, **unless they meet requirements of Section 5.14,E.** (change is needed to match criteria in Section 7.7 and Section 5.14,E)
- 3.21** Certificate of Compliance is required, as defined in Section ~~5.72~~ **5.71.**
- 4.14,A** Mississippi River- Shoreland that falls within the corridor shall be excluded from this Ordinance and be governed by the Mississippi Headwaters ~~Ordinance~~ **Management Plan, a copy of which is hereby adopted by reference.**
- 4.23** Classification List – industrial uses – see ~~2.739~~ **2.745.** (change is needed to reference proper definition)
- 5.14, G – Outside Motor Vehicle Storage Standards.**
- (1) ~~A Conditional Use Permit is required for all outside storage of unlicensed motor vehicles and/or parts~~ **is not permitted** where the waste, body or discarded material is equal in bulk to.... (change is needed to be in compliance with Section 4.23 - Classification List)
- 5.32, D., Subsection (1) –** On steep slopes and shore **and bluff** impact zones ... (change is needed to correct inadvertent mistake on leaving this out. This requirement is in MN Rules 6120.3300, subd.4,B)
- 5.32, D., Subsection (3) –** Excavation or placement of fill, as described in ~~€ D~~ (1) and ~~€ D~~ (2) ... (change is needed to reference the appropriate subitem)
- 5.32 B and C** on pages 48 and 50 need to be changed to **E** and **F** to reference appropriate sections.
- 5.71 Sewage treatment** – re-letter sections A,B,C,D,E,~~D~~ **F,E G,F H,G I,J, K**
- 6.3 Additions/expansions to non-conforming principal structures built prior to January 21, 1992 without a variance. If a variance has been granted for an addition/expansion to a principal structure since January 21, 1992, then Sections 6.2, A, B and C do not apply and a variance is required for any future additions and/or expansions. (change is for clarification)**
- A. All additions or any enlargement of an existing sub-standard principal structure shall be allowed providing **all of the following criteria will be met: (If all of the following criteria are met, a one-time expansion since January 21, 1992 will be allowed without a variance).** (change is for clarification)
- (1) The addition/expansion will not decrease the setback of the existing structure from the ordinary high water level,
- (2) The addition/expansion will not exceed 50 percent of the total volume of the existing structure, or exceed 50 percent of the assessed market value as indicated in the records of the County Assessor,

- (3) The existing structure is setback to a minimum of a line parallel with the Shore Impact Zone,
  - (4) Impervious surface coverage of the parcel or lot shall not exceed 25 percent.
  - (5) The existing structure and proposed addition/expansion must meet all other setback distance requirements of this Ordinance.
- B. Deck additions shall be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria and standards are met:
- (1) a thorough evaluation of the property and structure reveals no reasonable location for a deck meeting or exceeding the existing ordinary high water level setback of the structure;
  - (2) the deck encroachment toward the ordinary high water level does not exceed 15 percent of the existing setback of the structure from the ordinary high water level or does not encroach closer than 30 feet, whichever is more restrictive;
  - (3) The deck is not roofed or screened; and
  - (4) All other setback distance requirements of this Ordinance must be met.
- C. Platform additions shall be allowed without a variance to a structure not meeting the required setback from the ordinary high water level if all of the following criteria and standards are met:
- (1) The platform encroachment toward the ordinary high water level does not exceed 20 percent of the existing setback distance of the structure from the ordinary high water level or does not encroach closer than 20 feet whichever is more restrictive.
  - (2) The platform is not roofed or screened, and
  - (3) All other setback distance requirements of this Ordinance must be met.

## Terry Neff

---

**From:** Jim Ratz [jratz@co.aitkin.mn.us]  
**Sent:** Wednesday, April 25, 2012 11:21 AM  
**To:** 'Terry Neff'  
**Subject:** RE: shoreord2012adminamend

Terry,

I would concur. The changes appear to be for technical and clarification purposes only.

Thanks,  
Jim

-----Original Message-----

**From:** Terry Neff [<mailto:tneff@co.aitkin.mn.us>]  
**Sent:** Tuesday, April 24, 2012 9:13 AM  
**To:** Jim Ratz  
**Subject:** shoreord2012adminamend

Jim,

I would like to propose the attached changes to our Shoreland Ordinance. I don't believe the changes need a public hearing as the changes are only for clarification purposes or to correct discrepancies within the ordinance. Let me know your thoughts. Thanks!

Terry

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 5-2-2012

Via: Patrick Wussow, County Administrator

From: Kathy Brophy, Aitkin City Clerk / Airport Manager

Title of Item:

Terms and Conditions of Accepting Airport Improvement Program Grants

Requested Meeting Date: next available Estimated Presentation Time: 5 minutes

Presenter: Kathy Brophy

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_
- Approve under Routine Business
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget?  N/A  No (attach explanation)
- What type of expenditure is this?  Operating  Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: \_\_\_\_\_

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No



**Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Copy of current Terms and Conditions Document (March 2011)

**Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)**



# City of Aitkin

109 First Avenue NW • Aitkin, MN 56431  
218/927-2527 • Fax 218/927-1834  
[www.ci.aitkin.mn.us](http://www.ci.aitkin.mn.us)

MEMO  
May 2, 2012

TO: Aitkin Airport Commission  
Aitkin City Council  
Aitkin County Board

FROM: Kathy Brophy, City Clerk / Airport Manager

RE: April 2012 Terms and Conditions

The FAA has updated the Terms and Conditions document and is requesting both Aitkin County and the City of Aitkin, as co-sponsors of the Aitkin Municipal Airport, accept these revisions. Attached are both the new (April 2012) document, and the current (March 2011) document. I have reviewed both documents. Following is a breakdown of the significant changes to the April 2012 document:

- Page 9 – (K) – Single Audit Requirements – is a new paragraph;
- Page 11 – (L) – Requirement for Central Contractor Registration (CCR) – is a new paragraph – *it should actually be lettered (M) as there already is an (L) which did not change;*
- Page 17 – 5(g) – language has been changed;
- Page 18 – #15 – Veteran's Preference – language has been changed;
- Page 22 -- #25 – Airport Revenues – language has been changed, section expanded;
- Page 24 – (a) (b) and 31(a) – language has been changed in all three sections;
- Page 25 – (b) – language has been changed;
- Pages 26-28 – some of the numbers and titles have been changed throughout.

The FAA is asking that the new Terms and Conditions document be returned by June 1<sup>st</sup>. Thank you for your consideration.



U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

Great Lakes Region  
Minneapolis Airports District Office  
6020 28<sup>th</sup> Ave S, Room 102  
Minneapolis, MN 55450

April 20, 2012

Ms. Kathy Brophy  
City Clerk  
109 1<sup>st</sup> Avenue NW  
Aitkin, Minnesota 56431

Re: April 2012 Terms and Conditions

Dear Ms. Brophy:

Enclosed is a copy of the April 2012 Terms and Conditions; which have been modified from the March 2011 Terms and Conditions. Please read carefully as there are significant changes. The principal changes are reflected in the following four (4) areas:

- 1) current Advisory Circulars list has been updated
- 2) new Grant Assurance
- 3) new CCR grant condition
- 4) new Single Audit grant condition

As in years past, pages 1, 8 and 32 must be completed and the Terms and Conditions returned to us prior to receiving a Fiscal Year 2012 Grant Offer.

Please sign and return the original Terms and Conditions to the Airports District Office no later than June 1, 2012.

Sincerely,

Steven J. Obenauer  
Manager  
Minneapolis Airports District Office



March 2011

U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## **Terms and Conditions of Accepting Airport Improvement Program Grants**

**Sponsor:** Aitkin County, Minnesota

**Airport:** Aitkin Municipal Airport

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

### **I. Certifications**

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

#### **A. Sponsor Certification for Selection of Consultants**

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000, consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

**B. Sponsor Certification for Project Plans and Specifications**

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.



6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

**C. Sponsor Certification for Equipment/Construction Contracts**

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
  - a. Only one qualified person/firm submits a responsive bid,
  - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

**D. Sponsor Certification for Real Property Acquisition**

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.

5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

**E. Sponsor Certification for Construction Project Final Acceptance**

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

**F. Sponsor Certification for Seismic Design and Construction**

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
  - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
  - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

**G. Sponsor Certification for Drug-Free Workplace**

1. The sponsor certifies that it will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The grantee's policy of maintaining a drug-free workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
  - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
    - (1) Abide by the terms of the statement.
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
  - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

Aitkin Municipal Airport

1198 Air Park Drive

Aitkin, Aitkin County, Minnesota 56431

## **II. General Conditions**

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to

any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. If requested by the sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.
- K. Trafficking In Persons
  - (a) Provisions applicable to a recipient that is a private entity.
    - (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - b) Procure a commercial sex act during the period of time that the award is in effect; or
      - c) Use forced labor in the performance of the award or subawards under the award.
    - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

- a) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
  - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
    - (1) Associated with performance under this award; or
    - (2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- (b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
- (1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either--
    - a) Associated with performance under this award; or
    - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at *49 CFR Part 29*.
- (c) Provisions applicable to any recipient.
- (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
  - (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
    - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - b) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.
- (d) Definitions. For purposes of this award term:
- (1) "Employee" means either:
    - a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.



- (2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
- (3) "Private entity":
  - a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
  - b) Includes:
    - (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
    - (2) A for-profit organization.
- (4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

**III. Assurances.** The following FAA document titled *Assurances Airport Sponsors*, dated March 2011, is incorporated as part of these Terms and Conditions

### **Assurances Airport Sponsors March 2011**

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
  3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section IIIC apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.
- C. **Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:
1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

#### **Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>
- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 - 42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Antikickback Act - 18 U.S.C. 874.<sup>1</sup>
- u. National Environmental Policy Act of 1969 - U.S.C. 4321 et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

#### **Executive Orders**

- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands

- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.
- l. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1,2</sup>
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

### **Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

**2. Responsibility and Authority of the Sponsor.**

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
- b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

**3. Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds

have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
  - d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
  - e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
  - f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.
  - g. It will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway

location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.
12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
  - a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Veterans of the Vietnam era and disabled veteran as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.
18. **Planning Projects.** In carrying out planning projects:
  - a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
  - b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
  - c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
  - d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
  - e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
  - f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

- (1) Operating the airport's aeronautical facilities whenever required;
- (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and
- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

- 20. Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

- 21. Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

**22. Economic Nondiscrimination.**



- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to:
  - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.
- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. Provided, however, that if covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections.** It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
- b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
- c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
- d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
  - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
  - (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

**27. Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-

- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
- b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

**28. Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or

desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

**29. Airport Layout Plan.**

- a. It will keep up to date at all times an Airport Layout Plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
- b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the Airport Layout Plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities.

**30. Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.

**31. Disposal of Land.**

- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, 1) be paid to the Secretary for deposit in the Trust Fund, or 2) be reinvested in an approved noise compatibility project as prescribed by the Secretary, including the purchase of nonresidential buildings or property in the vicinity of residential buildings or property previously purchased by the airport as part of a noise compatibility program.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (a) upon application to the Secretary, be reinvested in another eligible airport improvement project or projects approved by the Secretary at that airport or within the national airport system, or (b) be paid to the Secretary for deposit in the Trust Fund if no eligible project exists.
  - c. Land shall be considered to be needed for airport purposes under this assurance if (a) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (b) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
  - d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels and safety associated with operation of the airport.
32. **Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.
33. **Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.
34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND  
PFC APPROVED PROJECTS  
Dated: 6/2/2010**

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

NUMBER	TITLE
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B and Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13B	Water Rescue Plans, Facilities, and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-4B	Water Supply Systems for Aircraft Fire and Rescue Protection
150/5220-13B	Runway Surface Condition Sensor Specification Guide
150/5220-16C	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17A and Change 1	Design Standards for an Aircraft Rescue Firefighting Training Facility
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-13 and Changes 1 –15	Airport Design
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17B	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards

NUMBER	TITLE
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-14	Airport Landscaping for Noise Control Purposes
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5A	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1J and Change 2	Standards for Airport Markings (Change 1&2)
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18E	Standards for Airport Sign Systems
150/5340-30D	Design and Installation Details for Airport Visual Aids
150/5345-3F	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10F	Specification for Constant Current Regulators Regulator Monitors
150/5345-12E	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28F	Precision Approach Path Indicator (PAPI) Systems
150/5345-39C	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44H	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47B	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51A	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56A	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5370-2E	Operational Safety on Airports During Construction

NUMBER	TITLE
150/5370-10E	Standards for Specifying Construction of Airports
150/5370-11A	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5390-3	Vertiport Design
150/5395-1	Seaplane Bases
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D and Changes 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program
150/5380-8A	Handbook for Identification of Alkali-Silica Reactivity in Airfield Pavements

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).



**38. Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft's owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

**39. Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

(1) Describes the requests;

(2) Provides an explanation as to why the requests could not be accommodated; and

(3) Provides a time frame within, if any, the airport will be able to accommodate requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**IV. Standard DOT Title VI Assurances**

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.

B. It will insert the following clauses in every contract subject to the Act and the Regulations:

*"During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:*

*1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.*

*2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.*

*The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.*

*3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.*

*4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.*

*5. Sanctions or Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:*

*a. Withholding of payments to the contractor under the contract until the contractor complies, and/or*

*b. Cancellation, termination, or suspension of the contract, in whole or in part.*

*6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."*

- C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
- E. It will include the following clauses, as appropriate:

*"1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.*

2. *The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
  2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
1. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
  2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
- H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

**V. Sponsor Acceptance of Terms and Conditions**

**I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.**

Aitkin County, Minnesota

Name of Sponsor

*Laurie Mustata*

Signature Sponsor's Designated Official Representative

County Board Chair

Title

4-26-2011

Dated



April 2012

U.S. Department  
of Transportation  
**Federal Aviation  
Administration**

## Terms and Conditions of Accepting Airport Improvement Program Grants

**Sponsor:** AITKIN COUNTY

**Airport:** AITKIN MUNICIPAL AIRPORT - STEVE KURTZ FIELD

This document contains the terms and conditions of accepting Airport Improvement Program (AIP) grants from the Federal Aviation Administration (FAA) for the purpose of carrying out the provisions of Title 49, United States Code. These terms and conditions become applicable when the sponsor accepts a Grant Offer from the FAA that references this document. The terms and conditions may be unilaterally amended by the FAA, by notification in writing, and such amendment will only apply to grants accepted after notification.

### I. Certifications

Section 47105(d), Title 49 of the United States Code authorizes the Secretary to require certification from sponsors that they will comply with statutory and administrative requirements. The following list of certified items includes major requirements for this aspect of project implementation. However, the list is not comprehensive, nor does it relieve sponsors from fully complying with all applicable statutory and administrative standards. In accepting a grant, the sponsor certifies that each of the following items will be complied with in the performance of grant agreements. If a certification cannot be met for a specific project, the sponsor must fully explain in an attachment to the project application.

#### A. Sponsor Certification for Selection of Consultants

General procurement standards for consultant services within Federal grant programs are described in 49 CFR 18.36. Sponsors may use other qualifications-based procedures provided they are equivalent to specific standards in 49 CFR 18 and Advisory Circular 150/5100-14.

1. All advertisements will be placed to ensure fair and open competition from a wide area of interest.
2. For any and all contracts over \$25,000; consultants will be selected using competitive procedures based on qualifications, experience, and disadvantaged business enterprise requirements with the fee determined through negotiation.
3. An independent cost analysis will be performed, and a record of negotiations will be prepared reflecting the considerations involved in the establishment of fees for all engineering contracts with basic service fees exceeding \$100,000.

4. If any services are to be performed by sponsor force account personnel prior approval must be obtained from FAA.
5. All consultant services contracts will clearly establish the scope of work and delineate the division of responsibilities between all parties engaged in carrying out elements of the project.
6. All costs associated with work ineligible for AIP funding will be clearly identified and separated from eligible items.
7. All mandatory contract provisions for grant-assisted contracts will be included in all consultant services contracts.
8. If any contract is awarded without competition, pre-award review and approval will be obtained from FAA.
9. Cost-plus-percentage-of-cost methods of contracting prohibited under Federal standards will not be used.
10. If services being procured cover more than a single grant project the scope of work will be specifically described in the advertisement, and future work will not be initiated beyond five years.

**B. Sponsor Certification for Project Plans and Specifications**

General AIP standards are described in Advisory Circulars 150/5100-6, 150/5100-15, and 150/5100-16. A list of current advisory circulars with specific standards for design or construction of airports and procurement or installation of airport equipment and facilities is referenced in Section III.C.24.

1. All plans and specifications will be developed in accordance with all current applicable Federal standards and requirements, or state standard specifications developed under a Federal grant, and no deviation from or modification to standards set forth in the advisory circulars will be allowed without prior approval of the FAA.
2. All equipment specifications will rely on the national standards as contained in the Advisory Circulars, without deviations, to the maximum extent possible. Specifications for the procurement of equipment for which there is no Federal specification or standard, will not be proprietary nor written to restrict competition. If there is no national standard, or if the national standard provides for a choice to be made, at least two manufacturers will assure that they can meet the specification. A deviation from the national standard will require FAA approval of the design standard modification.
3. All development to be included in any plans is depicted on an Airport Layout Plan approved by FAA.
4. All development which is ineligible for AIP funding will either be omitted from the plans and specifications or costs associated with ineligible or AIP non-participating items will be separated and noted as non-AIP work and deducted from AIP project reimbursement requests.
5. Process control and acceptance tests required for any and all projects by standards contained in Advisory Circular 150/5370-10 will be included in the project specifications.

6. If a value engineering clause is incorporated into any contract, concurrence will be obtained from FAA.
7. All plans and specifications will incorporate applicable requirements and recommendations set forth in the Federally approved environmental finding.
8. For all construction activities within or near aircraft operational areas, the applicable requirements contained in Advisory Circular 150/5370-2 will be discussed with FAA and incorporated into the specifications. A safety/phasing plan will be prepared, and prior FAA concurrence will be obtained.
9. All projects will be physically completed without Federal participation in costs that are due to errors or omissions in the plans and specifications that were foreseeable at the time of project design.
10. All Airport Layout Plan (ALP) revisions and proposals for facility construction clearance will include coordinates that are either surveyed or based on reference coordinates previously found acceptable to FAA. The coordinates will be verified and found consistent with the dimensions shown on the project sketch/ALP. The coordinates will be in terms of the North American Datum of 1983.
11. All site elevations on Airport Layout Plan (ALP) revisions and proposals for construction clearance will be within +/-0.1 foot vertically and the vertical datum will be in terms of the National Geodetic Vertical Datum of 1929.

**C. Sponsor Certification for Equipment/Construction Contracts**

Standards for advertising and awarding equipment and construction contracts within Federal grant programs are described in 49 CFR 18.36. Sponsors may use their procurement procedures reflecting State and local laws or regulations provided procurements conform to specific standards in 49 CFR 18 and Advisory Circulars 150/5100-6, 150/5100-15, and 150-5100-16.

1. A code or standard of conduct will be in effect governing the performance of the sponsor's officers, employees, or agents in soliciting and awarding procurement contracts.
2. Qualified personnel will be engaged to perform contract administration, engineering supervision, and construction inspection and testing on all projects.
3. All procurement will be publicly advertised using the competitive sealed bid method of procurement. If procurement is less than \$100,000, project may use three (3) quote method.
4. All requests for bids will clearly and accurately describe all administrative and other requirements of the equipment and/or services to be provided.
5. Concurrence will be obtained from FAA prior to contract award under any of the following circumstances:
  - a. Only one qualified person/firm submits a responsive bid,
  - b. The contract is to be awarded to other than the lowest responsive and responsible bidder,
  - c. Life cycle costing is a factor in selecting the lowest responsive bidder,

- d. Proposed contract prices are more than 10% over the sponsor's cost estimate.
6. All contracts exceeding \$100,000, require a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100%.
7. All contracts exceeding \$100,000 will contain provisions or conditions specifying administrative, contractual, and legal remedies, including contract termination, for those instances in which contractors violate or breach contract terms. They also will contain provisions requiring compliance with applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 1857(h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738, and environmental protection regulations (40 CFR Part 15).
8. All construction contracts involving labor will contain provisions insuring that in the employment of labor preference will be given to honorably discharged Vietnam era veterans and disabled veterans.
9. All construction contracts exceeding \$2,000 will contain provisions requiring compliance with the Davis-Bacon Act and bid solicitations will contain a copy of the current Federal wage rate determination. Provisions requiring compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 USC 327-330) and the Copeland "Anti-Kick Back" Act will be included.
10. All construction contracts exceeding \$10,000 will contain appropriate clauses from 41 CFR Part 60 for compliance with Equal Employment Opportunity Executive Order 11246.
11. All contracts and subcontracts will contain clauses required from Title VI Civil Rights Assurances and 49 CFR 26 for Disadvantaged Business Enterprises.
12. Appropriate checks will be made to assure that contracts or subcontracts are not awarded to those individuals or firms suspended, debarred, or voluntarily excluded from doing business with any DOT element and appearing on the DOT Unified List.

**D. Sponsor Certification for Real Property Acquisition**

Requirements on real property acquisition and relocation assistance are in 49 CFR 24 and the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (Uniform Act).

1. Good and sufficient title will be held on property in any and all projects. The sponsor's attorney or other official will prepare and have on file title evidence on the property.
2. If defects and/or encumbrances exist in the title, which adversely impact the sponsor's intended use of property in the project, they will be extinguished, modified, or subordinated.
3. If property for airport development will be leased, the term is for 20 years or the useful life of the project. The lessor is a public agency and the lease contains no provisions, which prevent full compliance with the grant agreement.
4. Property will be in conformance with the current Exhibit A (property map). The property map is based on deeds, title opinions, land surveys, the approved Airport Layout Plan, and project documentation.



5. For any and all acquisition of property interest in noise sensitive approach zones and related areas, property interest will be obtained to ensure land is used for purposes compatible with noise levels associated with operation of the airport.
6. For all acquisition of property interest in runway protection zones and areas related to FAR Part 77 surfaces, property interest will be obtained for the right of flight, right of ingress and egress to remove obstructions, right to make noise associated with aircraft operations, and to restrict the establishment of future obstructions.
7. All appraisals will include valuation data to estimate the current market value for the property interest acquired on each parcel and will be prepared by qualified real estate appraisers hired by the sponsor. An opportunity will be provided the property owner or their representative to accompany appraisers during inspections.
8. All appraisals will be reviewed by a qualified review appraiser to recommend an amount for the offer of just compensation. All written appraisals and review appraisal will be available to FAA for review.
9. A written offer to acquire property will be presented to the property owner for not less than the approved amount of just compensation.
10. Every effort will be made to acquire property through negotiation with no coercive action to induce agreement. If negotiation is successful, project files will contain supporting documents for settlements.
11. If a negotiated settlement is not reached, condemnation will be initiated and a court deposit not less than the just compensation will be made prior to possession of the property. Project files will contain supporting documents for awards.
12. If displacement of persons, businesses, farm operations, or nonprofit organizations is involved, a relocation assistance program will be established. Displaced persons will receive general information in writing on the relocation program, notice of relocation eligibility, and a 90 day notice to vacate.
13. Relocation assistance services, comparable replacement housing, and payment of necessary relocation expenses will be provided within a reasonable time period for displaced occupant in accordance with the Uniform Act.

**E. Sponsor Certification for Construction Project Final Acceptance**

General requirements for final acceptance and close-out of Federally funded construction projects are in 49 CFR 18.50. The sponsor shall determine that project costs are accurate and proper in accordance with specific requirements of the Grant Agreement and contract documents.

1. All personnel engaged in project administration, engineering supervision, and construction inspection and testing will be determined to be qualified and competent to perform the work.
2. All daily construction records will be kept by the resident engineer/construction inspector. These records document work in progress, quality and quantity of materials delivered, test locations and results, instructions provided the contractor, weather, equipment use, labor requirements, safety problems, and changes required.

3. All weekly payroll records and statements of compliance will be submitted by the prime contractor and reviewed by the sponsor for Federal labor and civil rights requirements (Advisory Circular 150/5100-6 and 150/5100-15).
4. All complaints regarding the mandated Federal provisions set forth in the contract documents will be submitted to the Department of Labor.
5. All tests specified in the plans and specifications will be performed and the test results documented. A summary of test results will be available to FAA.
6. For all test results outside allowable tolerances, appropriate corrective actions will be taken.
7. All payments to the contractor will be made in compliance with contract provisions and verified by the sponsor's internal audit of contract records kept by the resident engineer. If appropriate, all pay reduction factors required by the specifications will be applied in computing final payments and a summary of pay reductions will be available to FAA.
8. All projects will be accomplished without significant deviations, changes, or modifications from the developed plans and specifications, except where approval will be obtained from FAA.
9. All final project inspections will be conducted with representatives of the sponsor and the contractor. Project files will contain documentation of the final inspection.
10. All work in the Grant Agreement will be physically completed and corrective actions required as a result of the final inspection will be completed to the satisfaction of the construction contract and the sponsor.
11. As-built plans and an equipment inventory, if applicable, will be maintained as sponsor records. If requested, a revised Airport Layout Plan will be made available to FAA prior to start of development.
12. All applicable close-out financial reports will be submitted to FAA within three (3) years of the date of grant.

**F. Sponsor Certification for Seismic Design and Construction**

49 CFR Part 41 sets forth the requirements in the design and construction of the building(s) to be financed with the assistance of the Federal Aviation Administration. Compliance will be met by adhering to at least one of the following accepted standards:

1. Model codes found to provide a level of seismic safety substantially equivalent to that provided by use of the 1988 National Earthquake Hazards Reduction Program (NEHRP) including:
  - a. The 1991 International Conference of Building Officials (IBCO) Uniform Building Code, published by the International Conference of Building Officials, 5360 South Workman Mill Road, Whittier, California 90601.
  - b. The 1992 Supplement to the Building Officials and Code Administration International (BOCA) National Building Code, published by the Building Officials and Code Administrators, 4051 West Flossmoor Road, Country Club Hills, Illinois 60478-5795.

- c. The 1992 Amendments to the Southern Building Code Congress (SBCC) Standard Building Code, published by the Southern Building Code Congress International, 900 Montclair Road, Birmingham, Alabama 35213-1206.
- 2. Revisions to the model codes listed above that are substantially equivalent or exceed the then current or immediately preceding edition of the NEHRP recommended provisions, as it is updated, may be approved by the DOT Operating Administration to meet the requirements of 49 CFR Part 41.
- 3. State, county, local, or other jurisdictional building ordinances adopting and enforcing the model codes, listed above, in their entirety, without significant revisions or changes in the direction of less seismic safety, meet the requirement of 49 CFR Part 41.

**G. Sponsor Certification for Drug-Free Workplace**

- 1. The sponsor certifies that it will continue to provide a drug-free workplace by:
  - a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace and specifying the actions that will be taken against employees for violations of such prohibitions.
  - b. Establishing an ongoing drug-free awareness program to inform employees about:
    - (1) The dangers of drug abuse in the workplace.
    - (2) The grantee's policy of maintaining a drug-free workplace.
    - (3) Any available drug counseling, rehabilitation, and employee assistance programs.
    - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
  - c. Making it a requirement that each employee to be engaged in the performance of a grant be given a copy of the statement required by paragraph a.
  - d. Notifying the employee in the statement required by paragraph a that, as a condition of employment under a grant, the employee will:
    - (1) Abide by the terms of the statement.
    - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
  - e. Notifying the agency in writing, within ten calendar days after receiving notice under paragraph d(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notices shall include the identification number(s) of each affected grant.
  - f. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph d(2) with respect to any employee who is so convicted:

- (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended.
  - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency.
  - (3) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).
2. The sponsor may insert in the space provided below the site(s) for the performance of work done in connection with grants:

Place of Performance (street address, city, county, state, zip code)

Aitkin Municipal Airport

1198 AIR PARK DRIVE

AITKIN, AITKIN COUNTY, MN 56431

## II. General Conditions

- A. The allowable costs of all AIP funded project shall not include any costs determined by the FAA to be ineligible for consideration under the Title 49 U.S.C.
- B. Payment of the United States' share of all allowable project costs will be made pursuant to and in accordance with the provisions of such regulations and procedures as the Secretary shall prescribe. Final determinations of the United States' share will be based upon the final audits of the total amount of allowable project costs, and settlement will be made for any upward or downward adjustments to the Federal share of costs.
- C. The sponsor shall carry out and complete all AIP funded projects without undue delays and in accordance with the terms hereof, and such regulations and procedures as the Secretary shall prescribe.
- D. The FAA reserves the right to amend or withdraw a grant offer at any time prior to its acceptance by the sponsor.
- E. A grant offer will expire, and the United States shall not be obligated to pay any part of the costs of the project unless the grant offer has been accepted by the sponsor on or before 60 days after the grant offer but no later than September 30 of the Federal fiscal year the grant offer was made, or such subsequent date as may be prescribed in writing by the FAA.
- F. The sponsor shall take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any manner in any project upon which Federal funds have been expended. For the purposes of this grant agreement, the term "Federal funds" means funds however used or disbursed by the sponsor that were originally paid pursuant to this or any other Federal grant agreement. It shall obtain the approval of the Secretary as to any determination of the amount of the Federal share of such funds. It shall return the recovered Federal share, including funds recovered by settlement, order or judgment, to the Secretary. It shall furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to

any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the sponsor, in court or otherwise, involving the recovery of such Federal share shall be approved in advance by the Secretary.

- G. The United States shall not be responsible or liable for damage to property or injury to persons, which may arise from, or be incident to, compliance with a grant agreement.
- H. If, during the life of an AIP funded project, the FAA determines that a grant amount exceeds the expected needs of the sponsor by \$25,000 or five percent (5%), whichever is greater, a grant amount can be unilaterally reduced by letter from FAA advising of the budget change. Conversely, with the exception of planning projects, if there is an overrun in the eligible project costs, FAA may increase a grant to cover the amount of the overrun not to exceed the statutory fifteen (15%) percent limitation for primary airports. For non-primary airports, with the exception of planning projects, FAA may increase a grant to cover the amount of overrun by not more than fifteen percent (15%) of the original grant amount for development and not more than fifteen (15%) percent of the original grant portion pertaining to land or by an amount not to exceed twenty-five percent (25%) of the total increase in allowable project costs attributable to the acquisition of land or interests in land, whichever is greater, based on current credible appraisals or a court award in a condemnation proceeding. FAA will advise the sponsor by letter of the increase. Planning projects will not be increased above the planning portion of the maximum obligation of the United States shown in the grant agreement. Upon issuance of either of the aforementioned letters, the maximum obligation of the United States is adjusted to the amount specified. In addition, the sponsor's officially designated representative, is authorized to request FAA concurrence in revising the project description and grant amount within statutory limitations. A letter from the FAA concurring in the said requested revision to the project work description and/or grant amount shall constitute an amendment to a Grant Agreement.
- I. If requested by the sponsor and authorized by the FAA, the letter of credit method of payment may be used. It is understood and agreed that the sponsor agrees to request cash withdrawals on the letter of credit only when actually needed for its disbursements and to timely reporting of such disbursements as required. It is understood that failure to adhere to this provision may cause the letter of credit to be revoked.
- J. Unless otherwise approved by the FAA, it will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured products produced outside the United States to be used for any project for airport development or noise compatibility for which funds are provided under this grant. The sponsor will include in every contract a provision implementing this condition.
- K. Single Audit Act Requirements. Single Audits are required in accordance with the Single Audit Act of 1984 (as amended) and OMB Circular A-133 "Audits of States, Local Governments, and Nonprofit Organization," as referenced in Federal Regulation 49 CFR Part 18.26. Non-federal entities (airport sponsors including sub-grants recipients under the FAA's State Block Grant Program) that expend \$500,000 or more of federal funds in the sponsor's fiscal year must have a single or program-specific audit conducted for that year. The \$500,000 threshold represents all federal funding sources, not just grants from the Federal Aviation Administration. Note: Airport sponsors that are part of a larger government entity (city or county) commonly are covered by the larger entity's Single Audit submission, and should coordinate with such entity to ensure this submission fulfills their audit requirement. The audit report is due from the sponsor by the earlier date of either 30 days after receipt of the auditor's report(s), or nine months after the end of the sponsor's fiscal year end date and must be submitted electronically to the Federal Audit Clearinghouse (FAC).
- L. Trafficking In Persons

- (a) Provisions applicable to a recipient that is a private entity.
  - (1) You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
    - a) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
    - b) Procure a commercial sex act during the period of time that the award is in effect; or
    - c) Use forced labor in the performance of the award or subawards under the award.
  - (2) We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –
    - a) Is determined to have violated a prohibition in paragraph (a)(1) of this award term; or
    - b) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph (a)(1) of this award term through conduct that is either—
      - (1) Associated with performance under this award; or
      - (2) Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- (b) Provision applicable to a recipient other than a private entity. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity--
  - (1) Is determined to have violated an applicable prohibition in paragraph (a)(1) of this award term; or
  - (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph (a)(1) of this award term through conduct that is either--
    - a) Associated with performance under this award; or
    - b) Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement)," as implemented by our agency at 49 CFR Part 29.
- (c) Provisions applicable to any recipient.
  - (1) You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph (a)(1) of this award term.
  - (2) Our right to terminate unilaterally that is described in paragraph (a)(2) or (b) of this section:
    - a) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - b) Is in addition to all other remedies for noncompliance that are available to us under this award.
  - (3) You must include the requirements of paragraph (a)(1) of this award term in any subaward you make to a private entity.

(d) Definitions. For purposes of this award term:

(1) "Employee" means either:

- a) An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
- b) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.

(2) "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.

(3) "Private entity":

- a) Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
- b) Includes:
  - (1) A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
  - (2) A for-profit organization.

(4) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

L. Central Contractor Registration and Universal Identifier Requirements

(a) Requirement for Central Contractor Registration (CCR)

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the CCR until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

(b) Requirement for Data Universal Numbering System (DUNS) Numbers

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its DUNS number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

(c) Definitions

For purposes of this award term:

1. *Central Contractor Registration (CCR)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the CCR Internet site (currently at <http://www.ccr.gov>).

2. *Data Universal Numbering System (DUNS) number* means the nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities. A DUNS number may be obtained from D&B by telephone (currently 866-705-5711) or the Internet (currently at <http://fedgov.dnb.com/webform>).
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
  - a. A Governmental organization, which is a State, local government, or Indian Tribe;
  - b. A foreign public entity;
  - c. A domestic or foreign nonprofit organization;
  - d. A domestic or foreign for-profit organization; and
  - e. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.
4. *Subaward*:
  - a. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
  - b. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, *see* Sec. 210 of the attachment to OMB Circular A-133, "Audits of States, Local Governments, and Non-Profit Organizations"). A subaward may be provided through any legal agreement, including an agreement that you consider a contract.
5. *Subrecipient* means an entity that:
  - a. Receives a subaward from you under this award; and
  - b. Is accountable to you for the use of the Federal funds provided by the subaward.
  - c. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

**III. Assurances.** The following FAA document titled *Assurances Airport Sponsors*, dated April 2012, is incorporated as part of these Terms and Conditions

**Assurances  
Airport Sponsors  
April 2012**

**A. General.**

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.



2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of the grant offer by the sponsor, these assurances are incorporated in and become part of the grant agreement.

**B. Duration and Applicability.**

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.** The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with Federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.
2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.** The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.
3. **Airport Planning Undertaken by a Sponsor.** Unless otherwise specified in the grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 30, 32, 33, and 34 in section IIIC apply to planning projects. The terms, conditions, and assurances of the grant agreement shall remain in full force and effect during the life of the project.

**C. Sponsor Certification.** The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.** It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

**Federal Legislation**

- a. Title 49, U.S.C., subtitle VII, as amended.
- b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.<sup>1</sup>
- c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
- d. Hatch Act - 5 U.S.C. 1501, et seq.<sup>2</sup>
- e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.<sup>1,2</sup>
- f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).<sup>1</sup>
- g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.<sup>1</sup>

- h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
- i. Clean Air Act, P.L. 90-148, as amended.
- j. Coastal Zone Management Act, P.L. 93-205, as amended.
- k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.<sup>1</sup>
- l. Title 49 ,U.S.C., Section 303, (formerly known as Section 4(f))
- m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
- n. Civil Rights Act of 1964 - Title VI - 42 U.S.C. 2000d through d-4.
- o. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
- p. American Indian Religious Freedom Act, P.L. 95-341, as amended.
- q. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.<sup>1</sup>
- r. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.<sup>1</sup>
- s. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.<sup>1</sup>
- t. Copeland Antikickback Act - 18 U.S.C. 874.<sup>1</sup>
- u. National Environmental Policy Act of 1969 – U.S.C. 4321 et seq.<sup>1</sup>
- v. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
- w. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.<sup>2</sup>
- x. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

### **Executive Orders**

- a. Executive Order 11246 - Equal Employment Opportunity<sup>1</sup>
- b. Executive Order 11990 - Protection of Wetlands
- c. Executive Order 11998 – Flood Plain Management
- d. Executive Order 12372 - Intergovernmental Review of Federal Programs.
- e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction<sup>1</sup>
- f. Executive Order 12898 - Environmental Justice

### **Federal Regulations**

- a. 14 CFR Part 13 - Investigative and Enforcement Procedures.
- b. 14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
- c. 14 CFR Part 150 - Airport noise compatibility planning.
- d. 29 CFR Part 1 - Procedures for predetermination of wage rates.<sup>1</sup>
- e. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.<sup>1</sup>
- f. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).<sup>1</sup>
- g. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).<sup>1</sup>
- h. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.<sup>3</sup>
- i. 49 CFR Part 20 - New restrictions on lobbying.
- j. 49 CFR Part 21 - Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
- k. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

- i. 49 CFR Part 24 - Uniform relocation assistance and real property acquisition for Federal and federally assisted programs.<sup>1,2</sup>
- m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
- n. 49 CFR Part 27 - Nondiscrimination on the basis of handicap in programs and activities receiving or benefiting from Federal financial assistance.<sup>1</sup>
- o. 49 CFR Part 29 – Government wide debarment and suspension (non-procurement) and government wide requirements for drug-free workplace (grants).
- p. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
- q. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.<sup>1</sup>

**Office of Management and Budget Circulars**

- a. A-87 - Cost Principles Applicable to Grants and Contracts with State and Local Governments.
- b. A-133 - Audits of States, Local Governments, and Non-Profit Organizations

<sup>1</sup> These laws do not apply to airport planning sponsors.

<sup>2</sup> These laws do not apply to private sponsors.

<sup>3</sup> 49 CFR Part 18 and OMB Circular A-87 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in the grant agreement.

**2. Responsibility and Authority of the Sponsor.**

- a. **Public Agency Sponsor:** It has legal authority to apply for the grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.
  - b. **Private Sponsor:** It has legal authority to apply for the grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.
3. **Sponsor Fund Availability.** It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under the grant agreement which it will own or control.

**4. Good Title.**

- a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.
- b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

**5. Preserving Rights and Powers.**

- a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in the grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.
- b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in the grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of the grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.
- c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.
- d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.
- e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.
- f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained

in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in the grant agreement and shall insure that such arrangement also requires compliance therewith.

- g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.
6. **Consistency with Local Plans.** The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.
7. **Consideration of Local Interest.** It has given fair consideration to the interest of communities in or near where the project may be located.
8. **Consultation with Users.** In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.
9. **Public Hearings.** In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.
10. **Air and Water Quality Standards.** In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.
11. **Pavement Preventive Maintenance.** With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.** For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.
13. **Accounting System, Audit, and Record Keeping Requirements.**
- a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.
  - b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to the grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which the grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.
14. **Minimum Wage Rates.** It shall include, in all contracts in excess of \$2,000 for work on any projects funded under the grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor; and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.
15. **Veteran's Preference.** It shall include in all contracts for work on any project funded under the grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.
16. **Conformity to Plans and Specifications.** It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans, specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into the grant agreement.
17. **Construction Inspection and Approval.** It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms

to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

**18. Planning Projects.** In carrying out planning projects:

- a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.
- b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.
- c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.
- d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.
- e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.
- f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.
- g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.
- h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

**19. Operation and Maintenance.**

- a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal, state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-
  - (1) Operating the airport's aeronautical facilities whenever required;
  - (2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

- (3) Promptly notifying airmen of any condition affecting aeronautical use of the airport.

Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

- b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.** It will take appropriate action to assure that such terminal airspace as is required to protect Instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.** It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

- a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.
- b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to -
  - (1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and
  - (2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.
- d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.



- e. Each air carrier using such airport (whether as a tenant, nontenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or nontenants and signatory carriers and nonsignatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.
- f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.
- g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.
- h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.
- i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.** It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

- a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and
- b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport.

It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.** It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the

circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

**25. Airport Revenues.**

- a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:
  - (1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.
  - (2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.
  - (3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.
- b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.
- c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

**26. Reports and Inspections.** It will:

- a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;
  - b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;
  - c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of the grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and
  - d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:
    - (1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and
    - (2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.
27. **Use by Government Aircraft.** It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that-
- a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or
  - b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.
28. **Land for Federal Facilities.** It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

- a. It will keep up to date at all times an Airport Layout Plan of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; (3) the location of all existing and proposed non-aviation areas and of all existing improvements thereon; and (4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such Airport Layout Plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the Airport Layout Plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the Airport Layout Plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.
  - b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the Airport Layout Plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.
30. **Civil Rights.** It will comply with such rules as are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from funds received from this grant. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon in which case the assurance obligates the sponsor or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or (b) the period during which the sponsor retains ownership or possession of the property.
31. **Disposal of Land.**
- a. For land purchased under a grant for airport noise compatibility purposes, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible

sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

- b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.
- c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.
- d. Disposition of such land under (a), (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels and safety associated with operation of the airport.

**32. Engineering and Design Services.** It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement **prescribed** for or by the sponsor of the airport.

**33. Foreign Market Restrictions.** It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.** It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the most current version, at the time the grant is signed, of the advisory circulars listed under the following table titled "Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects", and in accordance with applicable state policies, standards, and specifications approved by the Secretary.

**CURRENT FAA ADVISORY CIRCULARS REQUIRED FOR USE IN AIP FUNDED AND  
PFC APPROVED PROJECTS  
Dated: 1/25/2012**

View the most current versions of these ACs and any associated changes at:  
[http://www.faa.gov/airports/resources/advisory\\_circulars](http://www.faa.gov/airports/resources/advisory_circulars)

<b>NUMBER</b>	<b>TITLE</b>
70/7460-1K	Obstruction Marking and Lighting
150/5000-13A	Announcement of Availability—RTCA Inc., Document RTCA-221, Guidance and Recommended Requirements for Airports Surface Movement Sensors
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B and Change 1	Airport Master Plans
150/5070-7	The Airport System Planning Process
150/5100-13B	Development of State Standards for Non Primary Airports
150/5200-28D	Notices to Airmen (NOTAMS) for Airport Operators
150/5200-30C	Airport Winter Safety and Operations
150/5200-33B	Hazardous Wildlife Attractants On or Near Airports
150/5210-5D	Painting, Marking and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Fire and Rescue Communications
150/5210-13C	Airport Water Rescue Plans and Equipment
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools, and Clothing
150/5210-15A	Airport Rescue & Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVS)
150/5220-10E	Guide Specification for Aircraft Rescue and Firefighting Vehicles
150/5220-16D	Automated Weather Observing Systems for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Firefighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20 and Change 1	Airport Snow and Ice Control Equipment
150/5220-21B	Guide Specification for Lifts Used to Board Airline Passengers With Mobility Impairments
150/5220-22A	Engineered Materials Arresting System (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5300-7B	FAA Policy on Facility Relocations Occasioned by Airport Improvement or Changes
150/5300-13 and Changes 1 –18	Airport Design

<b>NUMBER</b>	<b>TITLE</b>
150/5300-14B	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C	General Guidance and Specifications for Aeronautical Survey Airport Imagery Acquisition and Submission to the National Geodetic Survey
150/5300-18B	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5C and Change 1	Surface Drainage Design
150/5320-6E	Airport Pavement Design and Evaluation
150/5320-12C and Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5B	Standardized Method of Reporting Airport Pavement Strength PCN
150/5340-1K	Standards for Airport Markings
150/5340-5C	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-30F	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L821 Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7E	Specification for L824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10G	Specification for Constant Current Regulators Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacon
150/5345-13B	Specification for L841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	Specification for L823 Plug and Receptacle, Cable Connectors
150/5345-27D	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	FAA Specification L853, Runway and Taxiway Retroreflective Markers
150/5345-42F	Specification for Airport Light Bases, Transformer Housings, Junction Boxes and Accessories
150/5345-43F	Specification for Obstruction Lighting Equipment
150/5345-44J	Specification for Taxiway and Runway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46D	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specifications for Series to Series Isolation Transformers for Airport Lighting System
150/5345-49C	Specification L854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flasher Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53C	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-1884, Power and Control Unit for Land and Hold Short
150/5345-55A	Specification for L893, Lighted Visual Aid to Indicate Temporary Runway Closure

NUMBER	TITLE
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-9	Planning and Design of Airport Terminal Facilities at NonHub Locations
150/5360-12E	Airport Signing and Graphics
150/5360-13 and Change 1	Planning and Design Guidance for Airport Terminal Facilities
150/5360-14	Access to Airports By Individuals With Disabilities
150/5370-2F	Operational Safety on Airports During Construction
150/5370-10F	Standards for Specifying Construction of Airports
150/5370-11B	Use of Nondestructive Testing Devices in the Evaluation of Airport Pavement
150/5380-6B	Guidelines and Procedures for Maintenance of Airport Pavements
150/5390-2B	Heliport Design
150/5395-1	Seaplane Bases
150/5100-14D	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-15A	Civil Rights Requirements for the Airport Improvement Program
150/5100-17 and Changes 1-6	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5200-37	Introduction to Safety Management Systems (SMS) for Airport Operators
150/5300-15A	Use of Value Engineering for Engineering Design of Airports Grant Projects
150/5320-17	Airfield Pavement Surface Evaluation and Rating (PASER) Manuals
150/5370-6D and Changes 1-4	Construction Progress and Inspection Report – Airport Grant Program
150/5370-12A	Quality Control of Construction for Airport Grant Projects
150/5370-13A	Offpeak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5380-7A	Airport Pavement Management Program

35. **Relocation and Real Property Acquisition.** (1) It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B. (2) It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24. (3) It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.
36. **Access By Intercity Buses.** The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.
37. **Disadvantaged Business Enterprises.** The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR Part 26. The Recipient shall take all necessary and reasonable steps under 49 CFR Part 26 to ensure non discrimination in the award and administration of DOT-assisted contracts. The recipient's DBE program, as required by 49 CFR Part 26, and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to



the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under Part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801).

38. **Hangar Construction.** If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft's owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that:

(1) Describes the requests;

(2) Provides an explanation as to why the requests could not be accommodated; and

(3) Provides a time frame within, if any, the airport will be able to accommodate requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

**IV. Standard DOT Title VI Assurances**

The sponsor hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, - Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the sponsor agrees concerning this grant that:

A. Each "program" and "facility" (as defined in Sections 21.23(e) and 21.23 (b)) will be conducted or operated in compliance with all requirements of the Regulations.

B. It will insert the following clauses in every contract subject to the Act and the Regulations:

*"During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:*

*1. Compliance with Regulations. The contractor shall comply with the Regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended*

*from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.*

*2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.*

*3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.*

*4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.*

*5. Sanctions or Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:*

*a. Withholding of payments to the contractor under the contract until the contractor complies, and/or*

*b. Cancellation, termination, or suspension of the contract, in whole or in part.*

*6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor."*

- C. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
- D. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.
- E. It will include the following clauses, as appropriate:

*"1. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT*

*program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.*

*2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended, of the FAA may direct as a means of enforcing such provisions including sanctions or noncompliance. Provided, however, that in the event a contract becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States."*

as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the sponsor with other parties:

1. for the subsequent transfer of real property acquired or improved with Federal financial assistance under this Project; and
  2. for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.
- F. This assurance obligates the sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the sponsor or any transferee for the longer of the following periods.
1. the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits, or
  2. the period during which the sponsor retains ownership or possession of the property.
- G. It will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he delegates specific authority to give reasonable guarantee that it, other sponsors, subgrantees, contractors, subcontractors, transferees, successors in interest, and other participants or Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations, and this assurance.
- H. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining Federal financial ACE-1450 Standard DOT Title VI Assurance 8/29/96 assistance for this Project and is binding on its contractors, the sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the sponsor.

**V. Sponsor Acceptance of Terms and Conditions**

**I certify that, for any and all projects with federal participation to be undertaken by the Sponsor, the Sponsor agrees to accomplish the projects within the terms and conditions contained herein.**

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**Name of Sponsor**

---

**Signature Sponsor's Designated Official Representative**

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**Title**

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**Dated**

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 5-2-12

Via: Patrick Wussow, County Administrator

From: Patrick Wussow, County Administrator

Title of Item:

Legislative Update

Requested Meeting Date: 5-8-12 Estimated Presentation Time: \_\_\_\_\_

Presenter: Patrick Wussow, County Administrator

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget? Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)
- What type of expenditure is this?  Operating  Capital  Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: \_\_\_\_\_

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No



**Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) \_\_\_\_\_

**Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)**

# AITKIN COUNTY ADMINISTRATION

**Patrick Wussow**  
**County Administrator**  
**Aitkin County Courthouse**  
217 Second Street N.W., Rm 134  
Aitkin, MN 56431

TO: County Board

FROM: Patrick Wussow, County Administrator

DATE: May 8, 2012

RE: Legislative Update

At the May 8<sup>th</sup>, 2012 County Board meeting I will provide a verbal update on the Legislature's progress to adjourn for the 2012 session. I will be providing the written AMC update that will be sent out on May 7<sup>th</sup>. This will give the County Board time on the agenda to discuss legislative action or lack thereof.

Additionally, I would like to briefly review with the County Board the historical process this County has used for providing Board guidance for Departments when preparing the 2013 Budget.

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners      Date: 5-3-12

Via: Patrick Wussow, County Administrator

From: Tom Burke

Title of Item: Cooling Coil and Compressor/Condenser Replacement Agreement

Requested Meeting Date: 5-8-12      Estimated Presentation Time: 15 minutes

Presenter: Tom Burke

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_
- Approve under Routine Business
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget?  NO  No (attach explanation) To come out of Operating Fund
- What type of expenditure is this?  Operating  Capital  Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: Object Code 6630

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No



**Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Cover Letter from Tom Burke and Phase Out R22 Explanation

**Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)**

# Aitkin County Health & Human Services

204 First St. NW  
AITKIN, MINNESOTA 56431  
PHONE 1-800-328-3744 or 1-218-927-7200 - FAX # 927-7210

DATE: May 3, 2012

TO: Aitkin County Board of Commissioners  
Patrick Wussow, County Administrator

FROM: Tom Burke

RE: Cooling Coil and Compressor/Condenser Replacement Agreement

The Air Conditioner Unit for the Health and Human Services has failed. We have an option to fix the system we have now or replace the unit. To repair our present system will only be a temporary fix as the coolant used in the present system is being phased out per federal regulations. It does not seem prudent to put more money into a system that has a short life span. I would ask the Board to approve replacement of the AC unit.

*Background Information:* The present unit is 26 years old. It was designed to cool the old existing 'L' building. When the square footage of the building was increased in 1991, the square footage of the building almost doubled. Yet, the unit remained the same. So this unit has cooled the building for 26 years, with all but 6 of those years covering double the space it was originally purchased to cool.

Please find attached the three quotes we have for the air conditioning unit and a one page sheet explaining the change in coolant regulations. I received the quotes on 5/3/12 after Board packets were sent out. I asked this to be considered on May 8<sup>th</sup> as it will take 6-8 weeks to install. That puts us in the middle of summer and very warm for consumers and staff alike.

Thank you for your consideration of this proposal.



# R-22 Allocation

What you should know and what you can do:

- U.S. EPA limits the amount of newly produced R-22 available
- In 2010, the HCFC allocation controlling the supply of R-22 will be reduced by at least 46%
- Demand for R-22 refrigerant is at historically high levels



## Demand

Today's demand for R-22 is higher than what was expected in 1998 when the phase out of R-22 started. While a number of non-ozone depleting compounds have been available for many years now, R-22 equipment is still the best seller. New equipment and an ever growing installed base are driving market demand for R-22 to historically high levels.

## Rising Costs

The phase out of R-22 discourages producers from investing in new and more efficient equipment.

- U.S. companies are not investing in R-22 production due to the eventual phase out and aging equipment is becoming more expensive to operate and maintain.
- Over the past several years, raw material costs have hit record levels and the key raw materials used in R-22 (Chlorine, Fluorspar, Natural Gas) remain at historically high cost levels.

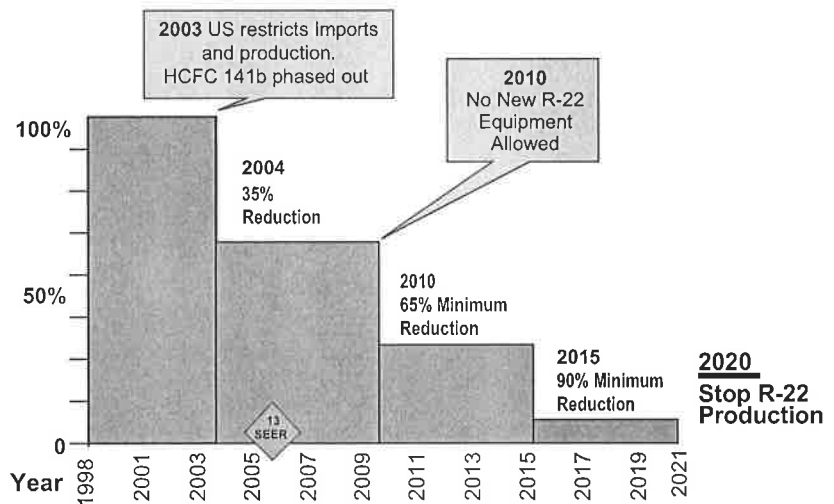


### Honeywell Genetron Refrigerants

101 Columbia Road  
Morristown, NJ 07962-1053  
Phone: 1-800-631-8138  
[www.honeywell.com/genetron](http://www.honeywell.com/genetron)  
[www.410A.com](http://www.410A.com)

G525-115

## R-22 Supply Phase Out: The Next Step Down in 2010 is Fast Approaching



This chart overviews the phase out of HCFC rights between 1998 and 2020. Note: Limited HCFC 123 and HCFC 124 service supply will be allowed through year 2030.

## What you can do

Given the R-22 consumption cap and phase out, what can you do?

- Contractors should begin to recommend to their customers a change to alternative refrigerants that are 100% non ozone depleting, are not subject to a phase out, and in many cases are more efficient than R-22 which will save money on utility bills.
- These alternative refrigerants include:
  - AZ-20 (410A) – Best choice in the air conditioning market**
  - 404A, AZ-50 (507) – Best choice in the refrigeration market**
  - 407C
  - 422D
- Contractors should also look into utilizing a certified R-22 reclaim program for R-22 supply. Ask your Genetron Wholesaler about the details.



This information sheet was provided by:

# Honeywell

# Honeywell Building Solutions

## Building Systems Agreement

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Proposal Number: 914-\_\_\_\_\_

Proposal Name: **Human Services Cooling Coil and Compressor/Condenser Replacement**

Date: 04-17-12

**Provider:**

**Honeywell Building Solutions  
1985 Douglas Drive N. MN10-181A  
Golden Valley, MN 55422**

**Customer:**

**Aitkin County Courthouse  
209 2<sup>nd</sup> Street N.W.  
Aitkin, MN 56432**

**Aitkin County Court  
209 2<sup>nd</sup> Street N.W.**

**Scope of Work:** Honeywell shall provide the following equipment and services ("the Work") in accordance with the attached work scope documents and terms and conditions, which form a part of this Agreement.

Due to the fact that R-22 refrigerant is being phased out by the federal government, this quote reflects a complete replacement of the existing R-22 air conditioning system. Unfortunately the R-22 refrigerant does not mix with the R410 refrigerant. The entire cooling system needs to be replaced although the fan system stays intact. This total replacement reflects in the cost compared to a repair replacement. Repairing the system now will have a lower cost. When it fails again replacement will not be available as the units will not be available for purchase. Attached is a document referring to the R-22 phase out by the government.

**Install new cooling coil for attic unit AHU along with matching 40 ton cooling compressor and air cooled condenser. Condenser will be mounted on the roof.**

- Provide cooling coil
- Provide condenser (40) ton
- Pump down R-22 refrigerant system and dispose
- Replace copper piping from cooling coil to condenser coil
- Piping insulation
- Replace with new R410 refrigerant
- Building permit
- Start up
- Demo of old devices
- Crane service
- Install new Honeywell Direct Digital Controller
- Engineer points
- Create sequence of operation from old drawings
- Add 4 stages of cooling
- Control wiring to field devices
- Communication wiring to Building Automation System(BAS)
- Update graphics for AHU #1 and Condensing Unit
- Program controller and test all devices
- Travel
- Warranty
- Labor

**Exclusions:**

Electrical wiring to be provided by county under direction of contractor  
Exclude any roofing

**Period of Performance:** The Work shall commence on Spring 2012 and shall be completed by Spring 2012

**Price:** \$ 93,700,500 U.S. Dollars (6-8 weeks)      **Thelen Mechanical**      **Initial:** \_\_\_\_\_

**Price:** \$ 85,225 U.S. Dollars (3-4 weeks)      **Shannon's Mechanical**      **Initial:** \_\_\_\_\_

**Price:** \$ 77,275 U.S. Dollars (6-8 weeks)      **Quality Mechanical**      **Initial:** \_\_\_\_\_

Sales Tax will be invoiced separately

Use Tax is included in the Price

This sale is tax exempt

**This proposal is valid for 30 days.**

**Proposal Submitted By:**

Name: Mark Wolle  
Title: Account Executive  
Date: 04-17-12

**Honeywell Building Solutions**

**Acceptance:** This proposal and the pages attached shall become an Agreement in accordance with Article 13 of the General Terms and Conditions below and only upon signature below by an authorized representative of Honeywell and Customer, subject to credit approval by Honeywell.

**Accepted by:**

**HONEYWELL BUILDING SOLUTIONS**

**CUSTOMER:**

**Aitkin County**

**Signature:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Name:** \_\_\_\_\_

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

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

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

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

## General Terms and Conditions

### 1. WORKING HOURS

Unless otherwise stated, all labor and services under this Agreement will be performed during the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday, excluding federal holidays. If for any reason Customer requests Honeywell to furnish any such labor or services outside of the hours of 8:00 a.m. - 4:30 p.m. local time Monday through Friday (or on federal holidays), any overtime or other additional expense occasioned thereby, such as repairs or material costs not included in this Agreement, shall be billed to and paid by Customer.

### 2. TAXES

**2.1** Customer agrees to pay the amount of any new or increased taxes or governmental charges upon labor or the production, shipment, sale, installation, or use of equipment or software which become effective after the date of this Agreement. If Customer claims any such taxes do not apply to transactions covered by this Agreement, Customer shall provide Honeywell with a tax exemption certificate acceptable to the applicable taxing authorities.

**2.2 Tax-Related Cooperation.** CUSTOMER agrees to execute any documents and to provide additional reasonable cooperation to HONEYWELL related to HONEYWELL tax filings under Internal Revenue Code Section 179D. HONEYWELL will be designated the sole Section 179D beneficiary.

### 3. PROPRIETARY INFORMATION

**3.1** All proprietary information (as defined herein) obtained by Customer from Honeywell in connection with this Agreement shall remain the property of Honeywell, and Customer shall not divulge such information to any third party without prior written consent of Honeywell. As used herein, the term "proprietary information" shall mean written information (or oral information reduced to writing), or information in machine-readable form, including but not limited to software supplied to Customer hereunder which Honeywell deems proprietary or confidential and characterizes as proprietary at the time of disclosure to Customer by marking or labeling the same "Proprietary," "Confidential," or "Sensitive". The Customer shall incur no obligations hereunder with respect to proprietary information which: (a) was in the Customer's possession or was known to the Customer prior to its receipt from Honeywell; (b) is independently developed by the Customer without the utilization of such confidential information of Honeywell; (c) is or becomes public knowledge through no fault of the Customer; (d) is or becomes available to the Customer from a source other than Honeywell; (e) is or becomes available on an unrestricted basis to a third party from Honeywell or from someone acting under its control; (f) is received by Customer after notification to Honeywell that the Customer will not accept any further information.

**3.2** Customer agrees that Honeywell may use nonproprietary information pertaining to the Agreement, and the work performed under the Agreement, for press releases, case studies, data analysis, promotional purposes, and other similar documents or statements to be publicly released, as long as Honeywell submits any such document or statement to Customer for its approval, which shall not be unreasonably withheld.

### 4. INSURANCE OBLIGATIONS

**4.1** Honeywell shall, at its own expense, carry and maintain in force at all times from the effective date of the Contract through final completion of the work the following insurance. It is agreed, however, that Honeywell has the right to insure or self-insure any of the insurance coverages listed below:

- (a) Commercial General Liability Insurance to include contractual liability, products/completed operations liability with a combined single limit of USD \$2,000,000 per occurrence. Such policy will be written on an occurrence form basis;
- (b) If automobiles are used in the execution of the Contract, Automobile Liability Insurance with a minimum combined single limit of USD \$2,000,000 per occurrence. Coverage will include all owned, leased, non-owned and hired vehicles.
- (c) Where applicable, "All Risk" Property Insurance, including Builder's Risk insurance, for physical damage to property which is assumed in the Contract.
- (d) Workers' Compensation Insurance Coverage A - Statutory limits and Coverage B-Employer's Liability Insurance with limits of USD \$1,000,000 for bodily injury each accident or disease.

Honeywell will not issue coverage on a per project basis.

**4.2** Prior to the commencement of the Contract, Honeywell will furnish evidence of said insurance coverage in the form of a Memorandum of Insurance which is accessible at: <http://www51.honeywell.com/moi/liability-n2/ds-united.html>. All insurance required in this Article will be written by companies with a rating of no less than "A-, XII" by A.M. Best or equivalent rating agency. Honeywell will endeavor to provide a thirty (30) day notice of cancellation or non-renewal to the Customer. In the event that a self-insured program is implemented, Honeywell will provide adequate proof of financial responsibility.

### 5. HAZARDOUS SUBSTANCES, MOLD AND UNSAFE WORKING CONDITIONS

**5.1** Customer has not observed or received notice from any source (formal or informal) of (a) Hazardous Substances or Mold, either airborne or on or within the walls, floors, ceilings, heating, ventilation and air conditioning systems, plumbing systems, structure, and other components of the Site, or within furniture, fixtures, equipment, containers or pipelines in a Site; or (b) conditions that, to Customer's knowledge, might cause or promote accumulation, concentration, growth or dispersion of Hazardous Substances or Mold on or within such locations.

**5.2** Honeywell is not responsible for determining whether the Covered Equipment or the temperature, humidity and ventilation settings used by Customer, are appropriate for Customer and the Site except as specifically provided in an attached Work Scope Document.

**5.3** If any such materials, situations or conditions, whether disclosed or not, are in fact discovered by Honeywell or others and provide an unsafe condition for the performance of the work or Services, the discovery of the condition shall constitute a cause beyond Honeywell's reasonable control and Honeywell shall have the right to cease the work or Services until the area has been made safe by Customer or Customer's representative, at Customer's expense. Honeywell shall have the right to terminate this Agreement if Customer has not fully remediated the unsafe condition within sixty (60) days of discovery.

**5.4** Customer represents that Customer has not retained Honeywell to discover, inspect, investigate, identify, prevent or remediate Hazardous Substances or Mold or conditions caused by Hazardous Substances or Mold.

**5.5 TO THE FULLEST EXTENT ALLOWED BY LAW, Customer SHALL INDEMNIFY AND HOLD Honeywell HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS AND COSTS OF WHATEVER NATURE, INCLUDING BUT NOT LIMITED TO, CONSULTANTS' AND ATTORNEYS' FEES, DAMAGES FOR BODILY INJURY AND PROPERTY DAMAGE, FINES, PENALTIES, CLEANUP COSTS AND COSTS ASSOCIATED WITH DELAY OR WORK STOPPAGE, THAT IN ANY WAY RESULTS FROM OR ARISES UNDER THE BREACH OF THE REPRESENTATIONS AND WARRANTIES IN THIS SECTION, THE EXISTENCE OF MOLD OR A HAZARDOUS SUBSTANCE AT A SITE, OR THE OCCURRENCE OR EXISTENCE OF THE SITUATIONS OR CONDITIONS DESCRIBED IN THIS SECTION, WHETHER OR NOT Customer PROVIDES Honeywell ADVANCE NOTICE OF THE EXISTENCE OR OCCURRENCE AND REGARDLESS OF WHEN THE HAZARDOUS SUBSTANCE OR OCCURRENCE IS DISCOVERED OR OCCURS. THIS INDEMNIFICATION SHALL SURVIVE TERMINATION OF THIS AGREEMENT FOR WHATEVER REASON.**

### 6. WARRANTY AND LIMITATION OF LIABILITY

**6.1** Honeywell will replace or repair any product Honeywell provides under this Agreement that fails within the warranty period (one) 1 year because of defective workmanship or materials, except to the extent the failure results from Customer negligence, or from fire, lightning, water damage, or any other cause beyond the control of Honeywell. This warranty applies to all products Honeywell provides under this Agreement, whether or not manufactured by Honeywell. The warranty is effective as of the date of Customer acceptance of the product or the date Customer begins beneficial use of the product, whichever occurs first.

**6.2 THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE, AND HONEYWELL EXPRESSLY DISCLAIMS AND CUSTOMER EXPRESSLY WAIVES ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF WORKMANSHIP, CONSTRUCTION, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE SERVICES, EQUIPMENT, AND MATERIALS PROVIDED HEREUNDER. HONEYWELL SHALL NOT BE LIABLE FOR ANY PROPERTY DAMAGE, PERSONAL INJURY, LOSS OF INCOME, EMOTIONAL DISTRESS, DEATH, LOSS OF USE, LOSS OF VALUE, ADVERSE HEALTH EFFECT OR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING FROM, OR RELATING TO, THIS LIMITED WARRANTY OR ITS BREACH.**

**6.3** Honeywell makes no representation or warranty, express, implied or otherwise, regarding Hazardous Substances or Mold. Honeywell shall have no duty, obligation or liability, all of which Customer expressly waives, for any damage or claim, whether known or unknown, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services, in whole or in part due to or arising from any investigation, testing, analysis, monitoring, cleaning, removal, disposal, abatement, remediation, decontamination, repair, replacement, relocation, loss of use of building, or equipment and systems, or personal injury, death or disease in any way associated with Hazardous Substances or Mold.

### 7. INDEMNITY

Honeywell agrees to indemnify and hold Customer and its agents and employees harmless from all claims for bodily injury and property damages to the extent such claims result from or arise under Honeywell's negligent actions or willful misconduct in its performance of the Work required under this Agreement, provided that such indemnity obligation is valid only to the extent (i) Customer gives Honeywell immediate notice in writing of any such claims and permits Honeywell, through counsel of its choice and Honeywell's sole cost and expense, to answer the claims and defend any related suit and (ii) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit. Honeywell shall not be responsible for any settlement without its written consent. Honeywell shall not be liable for loss or damage caused by the negligence of Customer or any other party or such party's employees or agents. This obligation shall survive termination of this Agreement. Notwithstanding the foregoing, Customer agrees that Honeywell will not be responsible for any damages caused by Mold or any other fungus or biological material or agent, including but not limited to property damage, personal injury, loss of income, emotional distress, death, loss of use, loss of value, adverse health effect or any special, consequential, punitive, exemplary or other damages, regardless of whether such damages may be caused by or otherwise associated with defects in the Services.

### 8. LIMITATION OF LIABILITY

**8.1 IN NO EVENT SHALL HONEYWELL BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, SPECULATIVE, REMOTE, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING OUT OF OR AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, MOLD, MOISTURE, INDOOR AIR QUALITY, OR OTHERWISE, ARISING FROM, RELATING TO, OR CONNECTED WITH THE SERVICES, EQUIPMENT, MATERIALS, OR ANY GOODS PROVIDED HEREUNDER.**

8.2 NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, IF A PORTION OF THE SERVICES INVOLVES THE INSTALLATION AND/OR MAINTENANCE OF SYSTEMS ASSOCIATED WITH SECURITY AND/OR THE DETECTION OF AND/OR REDUCTION OF RISK OF LOSS ASSOCIATED WITH FIRE, Honeywell's TOTAL LIABILITY ARISING OUT OF OR AS A RESULT OF ITS PERFORMANCE UNDER THIS AGREEMENT SHALL NOT EXCEED THE AMOUNT OF THIS AGREEMENT.

#### 9. EXCUSABLE DELAYS

Honeywell shall not be liable for damages caused by delay or interruption in Services due to fire, flood, corrosive substances in the air, strike, lockout, dispute with workmen, inability to obtain material or services, commotion, war, acts of God, the presence of Hazardous Substances or Mold, or any other cause beyond Honeywell's reasonable control. Should any part of the system or any Equipment be damaged by fire, water, lightning, acts of God, the presence of Hazardous Substances or Mold, third parties, or any other cause beyond the control of Honeywell, any repairs or replacement shall be paid for by Customer. In the event of any such delay, date of shipment or performance shall be extended by a period equal to the time lost by reason of such delay, and Honeywell shall be entitled to recover from Customer its reasonable costs, overhead, and profit arising from such delay.

#### 10. PATENT INDEMNITY

10.1 Honeywell shall, at its expense, defend or, at its option, settle any suit that may be instituted against Customer for alleged infringement of any United States patents related to the hardware or software manufactured and provided by Honeywell under this Agreement ("the equipment"), provided that a) such alleged infringement consists only in the use of such equipment by itself and not as part of, or in combination with, any other devices, parts or software not provided by Honeywell hereunder, b) Customer gives Honeywell immediate notice in writing of any such suit and permits Honeywell, through counsel of its choice, to answer the charge of infringement and defend such suit, and c) Customer gives Honeywell all needed information, assistance and authority, at Honeywell's expense, to enable Honeywell to defend such suit.

10.2 If such a suit has occurred, or in Honeywell's opinion is likely to occur, Honeywell may, at its election and expense: a) obtain for Customer the right to continue using such equipment; b) replace, correct or modify it so that it is not infringing; or if neither a) or b) is feasible, then c) remove such equipment and grant Customer a credit therefore, as depreciated.

10.3 In the case of a final award of damages in any such suit, Honeywell will pay such award. Honeywell shall not, however, be responsible for any settlement made without its written consent.

10.4 THIS ARTICLE STATES Honeywell's TOTAL LIABILITY AND Customer's SOLE REMEDY FOR ANY ACTUAL OR ALLEGED INFRINGEMENT OF ANY PATENT BY THE HARDWARE MANUFACTURED AND PROVIDED BY Honeywell HEREUNDER.

#### 11. SOFTWARE LICENSE

All software provided in connection with this Agreement shall be licensed and not sold. The end user of the software will be required to sign a license agreement with provisions limiting use of the software to the equipment provided under these specifications, limiting copying, preserving confidentiality, and prohibiting transfer to a third party. Licenses of this type are standard for computer-based equipment of the type covered by this Agreement. Customer shall be expected to grant Honeywell access to the end user for purposes of obtaining the necessary software license.

#### 12. DISPUTE RESOLUTION

With the exception of any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of fire and/or security systems, the Parties agree that any controversy or claim between Honeywell and Customer arising out of or relating to this Agreement, or the breach thereof, shall be settled by arbitration in a neutral venue, conducted in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. Any award rendered by the arbitrator shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. Any controversy or claim arising out of or related to the installation, monitoring, and/or maintenance of systems associated with security and/or the detection of, and/or reduction of risk of loss associated with fire shall be resolved in a court of competent jurisdiction.

#### 13. ACCEPTANCE OF THE CONTRACT

This proposal and the pages attached shall become an Agreement upon signature above by Honeywell and Customer. The terms and conditions are expressly limited to the provisions hereof, including Honeywell's General Terms and Conditions attached hereto, notwithstanding receipt of, or acknowledgment by, Honeywell of any purchase order, specification, or other document issued by Customer. Any additional or different terms set forth or referenced in Customer's purchase order are hereby objected to by Honeywell and shall be deemed a material alteration of these terms and shall not be a part of any resulting order.

#### 14. MISCELLANEOUS

14.1 This Agreement represents the entire Agreement between Customer and Honeywell for the Work described herein and supersedes all prior negotiations, representations or Agreements between the Parties related to the work described herein.

14.2 None of the provisions of this Agreement shall be modified, altered, changed or voided by any subsequent Purchase Order or other document unilaterally issued by Customer that relates to the subject matter of this Agreement. This Agreement may be amended only by written instrument signed by both Parties.

14.3 This Agreement shall be governed by the law of the State where the work is to be performed.

14.4 Any provision or part of this Agreement held to be void or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Honeywell and Customer, who agree that this Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

14.5 Customer may not assign its rights or delegate its obligations under this Agreement, in whole or in part, without the prior written consent of Honeywell. Honeywell may assign its right to receive payment to a third party.

#### 15. TERMS OF PAYMENT

Subject to Honeywell's approval of Customer's credit, payment terms are as follows:

Progress Payments - Honeywell will invoice at least monthly for all materials delivered to the job site or to an off-site storage facility and for all installation, labor, and services performed, both on and off the job site. Customer agrees to pay the full amounts invoiced, less retainage, upon receipt of the invoice at the address specified by the Customer. Invoices not paid within thirty (30) days of the invoice date are past due and accrue interest from the invoice date to the date of payment at the rate of one percent (1%) per month, compounded monthly, or the highest legal rate then allowed.

Retainage - Customer shall not withhold, as retainage, a greater percentage than is withheld from Customer under a prime contract, if applicable. Customer shall pay all retainage to Honeywell within 30 days after Honeywell's work is substantially complete.

Suspension of work - If Honeywell, having performed work per Agreement requirements, does not receive payment within thirty (30) days after submission of a Honeywell invoice, Honeywell may suspend work until Customer provides remedy.

#### 16. WORK BY OTHERS

16.1 Unless otherwise indicated, the following items are to be furnished and installed by others: electric wiring and accessories, all in-line devices (including but not limited to flow tubes, hand valves, orifice plates, orifice flanges, etc.), pipe and pipe penetrations including flanges for mounting pressure and level transmitters, temperature sensors, vacuum breakers, gauge glasses, water columns, equipment foundations, riggings, steam tracings, and all other items and work of like nature. Automatic valve bodies and dampers furnished by Honeywell are to be installed by others.

16.2 Services Honeywell will provide under this Agreement specifically exclude professional services which constitute the practice of architecture or engineering unless specifically set forth in the Scope of Work. Customer or Owner will specify all performance and design criteria that Honeywell will follow in performing Work under this Agreement. If professional design services or certifications by a design professional related to systems, materials, or equipment is required, such services and certifications are the responsibility of others. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 16. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 16 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

#### 17. DELIVERY

Delivery of equipment not agreed on the face hereof to be installed by or with the assistance of Honeywell shall be F.O.B. at Honeywell's factory, warehouse, or office selected by Honeywell. Delivery of equipment agreed on the face hereof to be installed by or with the assistance of Honeywell shall be C.I.F. at site of installation.

#### 18. DAMAGE OR LOSS

Honeywell shall not be liable for damage to or loss of equipment and software after delivery to destination determined by this Agreement or any applicable prime contract. If thereafter, and prior to payment in full to Honeywell by Customer, any such equipment or software is damaged or destroyed by any cause whatsoever, other than by the fault of Honeywell, the Customer agrees promptly to pay or reimburse Honeywell for such loss.

#### 19. TERMINATION

19.1 By Customer. Customer may terminate this Agreement for cause if Honeywell defaults in the performance of any material term of this Agreement, or fails or neglects to carry forward the Work in accordance with this Agreement, after giving Honeywell written notice of its intent to terminate. If Honeywell has not, within seven (7) business days after receipt of such notice, acted to remedy and make good such deficiencies, Customer may terminate this Agreement and take possession of the site together with all materials thereon, and move to complete the Work itself expeditiously. Upon request of Honeywell, Customer will furnish to Honeywell a detailed accounting of the costs incurred by Customer in finishing the Work. If the unpaid balance of the contract price exceeds the expense of finishing the Work, the excess shall be paid to Honeywell, but if the expense exceeds the unpaid balance, Honeywell shall pay the difference to Customer.

19.2 By Honeywell. Honeywell may terminate this Agreement for cause (including, but not limited to, Customer's failure to make payments as agreed herein) after giving Customer written notice of its intent to terminate. If, within seven (7) days following receipt of such notice, Customer fails to make the payments then due, or otherwise fails to cure or perform its obligations, Honeywell may, by written notice to Customer, terminate this Agreement and recover from Customer payment for Work executed and for losses sustained for materials, tools, construction equipment and machinery, including but not limited to, reasonable overhead, profit and applicable damages.

#### 20. CHANGES IN THE WORK

20.1 A Change Order is a written order signed by Customer and Honeywell authorizing a change in the work or adjustment in the price or a change to the schedule.

20.2 Customer may request Honeywell to submit proposals for changes in the Work, subject to acceptance by Honeywell. If Customer chooses to proceed, such changes in the Work will be authorized by a Change Order. Unless otherwise specifically agreed to in writing by both parties, if Honeywell submits a proposal pursuant to such request but Customer chooses not to proceed, Customer shall issue a Change Order to reimburse Honeywell for any and all costs incurred in preparing the proposal.

20.3 Honeywell may make a written request to Customer to modify this Agreement based on the receipt of, or the discovery of, information that that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. Honeywell will submit its request to Customer within a reasonable time after receipt of, or the discovery of, information that Honeywell believes will cause a change to the scope, price, schedule, level of performance, or other facet of the Agreement. This request shall be submitted by Honeywell before proceeding to execute the Work, except in an emergency endangering life or property, in which case Honeywell shall have the authority to act, in its discretion, to prevent threatened damage, injury or loss. Honeywell's request will include information necessary to substantiate the effect of the change and any impacts to the Work, including any change in schedule or contract price. If Honeywell's request is acceptable to Customer, Customer will issue a Change Order consistent therewith. If Customer and Honeywell cannot agree on the amount of the adjustment in the Price, or the Schedule, it shall be determined pursuant to the Dispute Resolution article of this Agreement. Any change in the Price or the Schedule resulting from such claim shall be authorized by Change Order.

## **21. ACCEPTANCE OF THE WORK**

Upon receipt of notice by Honeywell that the Work is ready for final inspection and acceptance, Customer will make such final inspection and issue acceptance within three (3) business days. Acceptance will be in a form provided by Honeywell, stating that to the best of Customer's knowledge, information and belief, and on the basis of Customer's on-site visits and inspections, the Work has been fully completed in accordance with the terms and conditions of this Agreement. If Customer finds the Work unacceptable due to non-compliance with a material element of this Agreement, which non-compliance is due solely to the fault of Honeywell, Customer will notify Honeywell in writing within the three (3) business days setting forth the specific reasons for non-acceptance. Customer agrees that failure to inspect and/or failure to issue proper notice of non-acceptance within three (3) business days shall constitute final acceptance of the Work under this Agreement. Customer further agrees that partial or beneficial use of the Work by Customer or Owner prior to final inspection and acceptance will constitute acceptance of the Work under this Agreement. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Honeywell and its agents and employees from and against any and all claims, damages, losses and expenses, including but not limited to attorneys' fees, that in any way result from or arise under breach of the representations in this Section 21. This indemnification shall survive termination of this Agreement for whatever reason. Nothing in this Section 21 shall be construed to require that Customer indemnify and hold harmless Honeywell from claims and costs resulting from Honeywell's negligent actions or willful misconduct.

## **22. DEFINITIONS**

22.1 "Hazardous substance" includes all of the following, and any by-product of or from any of the following, whether naturally occurring or manufactured, in quantities, conditions or concentrations that have, are alleged to have, or are believed to have an adverse effect on human health, habitability of a Site, or the environment: (a) any dangerous, hazardous or toxic pollutant, contaminant, chemical, material or substance defined as hazardous or toxic or as a pollutant or contaminant under state or federal law, and (b) any petroleum product, nuclear fuel or material, carcinogen, asbestos, urea formaldehyde, foamed-in-place insulation, polychlorinated biphenyl (PCBs), and (c) any other chemical or biological material or organism, that has, is alleged to have, or is believed to have an adverse effect on human health, habitability of a Site, or the environment.

22.2 "Mold" means any type or form of fungus or biological material or agent, including mold, mildew, moisture, yeast and mushrooms, and any mycotoxins, spores, scents, or by-products produced or released by any of the foregoing. This includes any related or any such conditions caused by third parties.

22.3 "Covered Equipment" means the equipment covered by the Services to be performed by Honeywell under this Agreement, and is limited to the equipment included in the respective work scope attachments.

Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners      Date: 5-1-12

Via: Patrick Wussow, County Administrator

From: Mark Jacobs, Land Commissioner

Title of Item:

Public Hearing – Soo Line Trail Ordinance

Requested Meeting Date: 5-8-12      Estimated Presentation Time: \_\_\_\_\_

Presenter: Mark Jacobs, Land Commissioner

**Type of Action Requested** (check all that apply)

- For info only, no action requested       Approve under Consent Agenda
- For discussion only with possible future action       Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion       Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale       Other (please list) \_\_\_\_\_
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget? Yes \_\_\_\_\_ No \_\_\_\_\_ (attach explanation)
- What type of expenditure is this?  Operating  Capital  Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: \_\_\_\_\_

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No



**Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) \_\_\_\_\_

**Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)**

## Sue Bingham

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**From:** Mark Jacobs [mjacobs@co.aitkin.mn.us]  
**Sent:** Tuesday, May 01, 2012 11:18 AM  
**To:** 'Patrick Wussow'  
**Cc:** 'Sue Bingham'; 'Mark Jacobs'  
**Subject:** Public Hearing - 5/8/12 @ 10:00 AM - Soo Line Trail Ordinance  
**Attachments:** Soo Ord 2012 draft.pdf; 0282\_001.pdf

**Importance:** High

To: County Board  
CC: County Administrator

Notice was posted for a public hearing to be held on 5/8/2012 at 10:00 AM to update the Soo Line Trail Ordinance. The ordinance has not been updated since 2000.

The timeline of notices includes...

4/6 – notice posted and on County website; ordinance sent to Towns/Cities

4/11 & 18 – notice in Aitkin & McGregor newspaper

4/12 – notice sent to Aitkin County Snowmobile Alliance (prior to 4/17 meeting)

4/16 - notice sent to Aitkin County ATV Alliance (prior to 4/25 meeting)

Enclosed is information relative to this hearing

1. Draft ordinance (highlighted changes)
2. Letter to users outlining major changes
3. List of notices and contacts, including Townships/Cities along the trail and major user groups.
4. Comments received to date (5/7/12 is the deadline)

Thank you.

**Mark Jacobs**  
**Land Commissioner**  
**Aitkin County Land Department**  
**209 2nd St. NW Room #206**  
**Aitkin, MN 56431**  
**P: 218-927-7367**  
**F: 218-927-7249**

\*\*\*\*\*  
\*\*\*\*\*

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OFFICIAL ORDINANCE  
SOO LINE TRAIL RULES AND SAFETY REGULATIONS  
AITKIN COUNTY, MINNESOTA

AN ORDINANCE PROVIDING FOR THE USE OF THE ABANDONED SOO LINE RAILROAD RIGHT OF WAY WITHIN THE BOUNDARIES OF AITKIN COUNTY, MINNESOTA.

The County Board of Aitkin County ordains that in the official ordinance – Soo Line Trail Rules and Safety Regulations dated October 4, 1988 and filed October 20, 1988 as document #254075 in the office of the Aitkin County Recorder, and the official ordinance - Soo Line Trail Rules and Safety Regulations dated June 9, 1992 and filed November 29, 1994 as Document #287888 in the office of the Aitkin County Recorder, and the official ordinance - Soo Line Trail Rules and Safety Regulations dated February 22, 2000 and filed March 1, 2000 as Document #323014 in the office of the Aitkin County Recorder, be amended and rewritten as follows:

WHEREAS, Aitkin County has purchased from the Soo Line Railway Company, an abandoned railway right of way within its boundaries over and across premises described in Appendix A attached hereto; and

WHEREAS, at least 100 feet of width of said right of way, being 50 feet on each side of the center line of the former rail line, is deemed to be necessary for the continued operation by the County of a recreational and commercial right of way facility; and

WHEREAS, it is deemed advisable that all traffic of every kind and nature on said right of way owned and operated by the County of Aitkin as aforesaid should be regulated and managed to ensure the safety of the users of the said right of way and of the general public and to protect and benefit the people, economy and natural resources of the County, allowing the most possible uses thereof.

NOW THEREFORE, the County Board of Commissioners of Aitkin County, Minnesota does ordain as follows:

SECTION ~~I~~1 SHORT TITLE

This Ordinance shall be known as the Soo Line Trail Rules and Safety Regulations and will be referred herein as "this Ordinance".

SECTION ~~II~~2 AUTHORITY

It is the intent and purpose of this Ordinance to establish certain rules and regulations for the operation, management and safety of the said abandoned Soo Line Railway Right of Way within this County in accordance with all existing Minnesota Statutes, Rules and Regulations.

SECTION ~~III~~3 JURISDICTION

The rules and regulations herein governing the management and safety of the Soo Line Railway Right of Way Trail shall apply to all of 100 foot right of way within Aitkin County, Minnesota.

SECTION ~~IV~~4 DEFINITION OF WORDS AND PHRASES

~~A.~~ A. EMERGENCY EQUIPMENT: fire, rescue or law enforcement motor vehicles or such other equipment as the County Land Commissioner may designate as necessary to safeguard and maintain the said right of way.

~~B.~~

B. EMERGENCY PERSONNEL: 1) emergency \_\_\_\_\_ medical technicians; 2) First Responders; and \_\_\_\_\_ 3) volunteer firemen - all of which are when responding \_\_\_\_\_ to a call or emergency.

~~C.~~ LONG TERM

C. SPECIAL USE PERMIT: Permit issued \_\_\_\_\_ for ~~longer than one~~ year-uses outlined in Section 6.

~~D.~~

D. SERVICE, MAINTENANCE AND CONSTRUCTION EQUIPMENT:

Approved equipment normally operated for the construction, repair and maintenance of said right of way.

~~E. SHORT TERM SPECIAL PERMIT: Permit issued  
for one year or less.~~

~~F.~~

~~MOTORIZED RECREATIONAL VEHICLE: All Off-highway  
motorcycles (OHM), snowmobiles, and all-terrain  
vehicles (ATV), as described defined by~~

~~E. Minnesota Statutes 84.787, 84.81 & 84.92 Subd 8, snowmobiles as  
described by Minnesota Statutes, bicycles and horse  
drawn vehicles.~~

#### SECTION ~~V.5~~ AUTHORIZED USES WITHOUT PERMIT

The said right of way trail may be used in the following manners without special ~~permits~~ permit s from the County:

~~A. A.~~ Recreational trail for ~~pedestrians and for~~ motorized recreational vehicles as \_\_\_\_\_ defined herein, and non-motorized uses such as hiking, bicycling, horseback riding unless otherwise restricted by this ordinance.

~~B. B.~~ Access road by authorized County personnel to County \_\_\_\_\_ lands for management purposes.

~~C. C.~~ Access road for fire protection and prevention.

~~D. D.~~ Access road for law enforcement and emergency purposes and personnel.

#### SECTION ~~VI.~~ 6 AUTHORIZED USES, SPECIAL USE PERMIT REQUIRED

The said right of way may be used in the following manners upon special use permit only, which application and issuance is hereinafter provided for in this Ordinance:

~~A. A.~~ Access Temporary access road for the harvesting, use and management \_\_\_\_\_ of natural resources, limited to timber, gravel, peat, and minerals.

~~A.B. B.~~ Special events including but not limited to, snowmobile

races, dog sled races, bicycle races, etc.

B-C. Temporary access for trapping nuisance beaver

D. Temporary access to agricultural land (for hauling hay, etc.)

E. Access road for maintenance work on recreation trails, utilities and public drainage systems.

F. Emergency alternate temporary public roadway.

G. Advertisement signs for businesses

H. For such other uses as may be subsequently approved by the County Board upon proper application.

## SECTION 7 AUTHORIZED USES, EASEMENT REQUIRED

The said right of way may be used in the following manners subject to an easement approved by the County Board which application and issuance is subject to the County easement policy:

A. Installation and maintenance of utilities, such as electric transmission lines, telephone communication lines, gas, oil and other transmission lines.

~~C. Special events as are hereinafter described.~~

~~D. For such other uses as may be subsequently approved by the County Board upon proper application.~~

~~E. Access road for maintenance work on public drainage systems.~~

~~F. Emergency alternate temporary public  
Permanent roadway.~~

B. G. Roadway or farm crossings, when property on both sides of the right of way is owned or leased by the same owner, corporation or individual.

## SECTION VII.8 UNAUTHORIZED USES

Under no circumstances should the right of way governed by this Ordinance be used in the following manners:

A. As a permanent public transportation route for normal highway traffic.

- B. As a permanent driveway or access to non-county administered lands.
- C. As a log landing or storage area.
- D. As a gravel, peat or mineral storage or processing area.
- E. As a dumping area for garbage, refuse, debris, equipment, slash, spoils, or other refuse of any kind, at any time.

~~F.~~ **G**

~~F.~~ Motorized vehicles not defined as motorized recreation vehicles in section 4 e.

~~HG.~~ By ~~all-terrain-vehicles~~ **ATV's or OHM** as defined herein when the trail is being actively groomed for snowmobiling (typically between November 30December 1 and April 1-).

**SECTION VIII9. SPECIAL USE PERMITS**

~~Short-term special~~ **Special use** permits provided for above shall be issued by the County Land Commissioner following guidelines set by the County Board.

~~Long-term special permits provided for above shall be issued by the County Board upon the recommendation of the County Land Commissioner.~~

The Land Commissioner shall require a fee prior to issuance of a special use permit herein. The fee for the special use permit will be based on mileage of right of way used, type of equipment\vehicles used, length of time of use, etc. The rate for said fees shall be reviewed by the County Board. Said fees will be utilized to recover the costs of issuing said special use permits and other costs related to said permits. Said fees may be utilized to assist in the defrayment of cost of repair of any damage to the right of way caused by the use thereof by the ~~special permittee~~ **permit holder**, it being specifically provided that damages in excess of the amount of the fee may be recovered by the County against the damaging user in appropriate civil litigation, injunctively and otherwise. The said special use permit may also set forth special restrictions, requirements, or conditions as to the time constraints ~~for the utilization thereof or regular,~~

seasonal restrictions. ~~Said permit may also set forth special restrictions as to the area upon the right of way which may be utilized by the special permittee, the size, type and weight of equipment to be driven or hauled, and standards for signage;~~ so that multiple use of the trail may be continuously accomplished. ~~Said permit may also set forth restrictions as to the size, type and weight of equipment to be driven or hauled upon the right of way. Said permit may also require temporary uses of signs by the permittee warning of the special use of the right of way and~~ for the protection of the regular recreational users. In the event that any of the conditions imposed by the special use permit\_ or if any of the regulations imposed by this Ordinance are not followed and complied with by a user, the special use permit\_ to use the same may be immediately canceled and revoked upon written notice from the Land Commissioner to the ~~permittee~~permit holder, and further use of the right of way after receipt of said notice by the ~~permittee~~permit holder shall be considered to be in violation of this Ordinance. Upon reasonable request of the Land Commissioner or any of his agents or any law enforcement officer or his agents, a special ~~permittee~~use permit holder shall be required to display the special use permit\_. Failure to do so upon such reasonable request shall be considered to be a violation of this Ordinance.

SECTION ~~X~~10. TRAIL SNOW PLOWING

~~At least two inches of snow must be left upon~~

~~When~~ the surface of the right of way of the trail ~~after plowing is being groomed for snowmobiling (generally between December 1 and April 1), special use permit holders must leave at least a 10-foot wide section of the trail surface unplowed or leave a minimum of each winter 2-inches of snow on the entire trail surface; to accommodate snowmobile use.~~

SECTION ~~X~~11 FIREARMS

No discharge of any firearm or bow is permitted upon or across the right of way.

SECTION ~~XI~~.12     SIGNAGE

The County Land Commissioner shall be responsible for the placement of directional and instructional signs upon the trail and its right of way. In addition to directional and instructional signing there may exist on the trail advertisement signs for businesses along the right of way, provided that a permit is first obtained from the County Land Commissioner for the placement of the said sign and further provided that said signs are designed, constructed, placed and maintained in a uniform manner as provided by the Land Commissioner and further provided that said signs do not in any way adversely affect primary uses of the right of way.

SECTION ~~XII~~.13     FENCES

Owners of land adjacent to the right of way may construct and maintain fences along the right of way lines provided that said fences do not encroach upon the right of way and provided that said fencing shall be at the sole expense of the adjacent land owner.

SECTION ~~XIII~~.14.     SAFETY

All traffic regulations applicable to highways and streets and trails within the State of Minnesota shall be applicable to the utilization to the right of way; however, the County reserves the right to provide for more limited and stringent safety and traffic regulations upon the right of way as it may deem in the public interest and safety. Unless otherwise posted, the maximum speed limit on the right of way shall be 50 miles per hour.

SECTION ~~XIV~~.15.     SPECIAL EVENTS

Upon application and written permission granted by the County Land Commissioner the right of way may be used for special events pursuant to



special conditions and time constraints provided in the permit for events such as, including but not limited to, snowmobile races, dog sled races, bicycle-races, etc.

**SECTION ~~XV~~16. ENFORCEMENT**

It shall be the duty of the Aitkin County Land Commissioner to monitor the uses of the right of way to ensure compliance with this ordinance. The Aitkin County Sheriff's Department shall enforce and any licensed peace officer may enforce all State laws and regulations and the terms of this Ordinance upon said right of way.

**SECTION ~~XVI~~17. VIOLATION AND PENALTY**

Any person who shall violate any provision of this Ordinance shall be guilty of a misdemeanor. These penalty provisions are in addition to any other remedy or action available in law or as a matter of right to Aitkin County.

**SECTION ~~XVII~~18. VALIDITY**

Should any section or provision of this Ordinance be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

**SECTION ~~XVIII~~19. EFFECTIVE DATE**

This ordinance shall take effect and be enforced upon passage and publication.

PASSED, APPROVED AND ADOPTED by the Board of Commissioners of the  
County of Aitkin on the ~~22nd day of February, 2000~~ XXXXXXXXXX

AITKIN COUNTY BOARD OF COMMISSIONERS

DATED: \_\_\_\_\_

\_\_\_\_\_  
CHAIRMAN

ATTESTED:

\_\_\_\_\_  
- AITKIN COUNTY AUDITOR

PUBLISHED ON: ~~January 19, 2000~~  
~~January 26, 2000~~ XXXXXXXXXX

## Appendix A

### Township 47 North Range 22 West

N $\frac{1}{2}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$  Section 25

S $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  Section 26

N $\frac{1}{2}$  NE $\frac{1}{4}$ , N $\frac{1}{2}$  NW $\frac{1}{4}$  Section 27

N $\frac{1}{2}$  NE $\frac{1}{4}$ , N $\frac{1}{2}$  NW $\frac{1}{4}$  Section 28

N $\frac{1}{2}$  NE $\frac{1}{4}$ , NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 29

S $\frac{1}{2}$  SW $\frac{1}{4}$  Section 20

S $\frac{1}{2}$  SE $\frac{1}{4}$ , S $\frac{1}{2}$  SW $\frac{1}{4}$  Section 19

### Township 47 North Range 23 West

SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 24

NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 23

S $\frac{1}{2}$  SE $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$ , SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 14

E $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NE $\frac{1}{4}$ , NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 15

S $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 10

NE $\frac{1}{4}$  SE $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 9

SW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 4

E $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  Section 5

N $\frac{1}{2}$  NE $\frac{1}{4}$  Section 6

### Township 48 North Range 23 West

SW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 32

E $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  Section 31

### Township 48 North Range 24 West

NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 36

S $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 25

E $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 26

SW $\frac{1}{4}$  SE $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$ , SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 23

E $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 22

SW $\frac{1}{4}$  SE $\frac{1}{4}$ , E $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 15

NE $\frac{1}{4}$  SE $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$ , N $\frac{1}{2}$  NE $\frac{1}{4}$ , NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 16

S $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 9

NE $\frac{1}{4}$  SE $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 8

SW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 5

E $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SE $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 6

### Township 49 North Range 24 West

SW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 31

### Township 49 North Range 25 West

SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 36

NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 35  
S $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 26  
NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 27  
S $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 22  
NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 21  
S $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 16  
NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 17  
S $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 8  
NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 7  
S $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 6

Township 49 North Range 26 West

NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 1

Township 50 North Range 26 West

E $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , W $\frac{1}{2}$  NE $\frac{1}{4}$ , NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 36  
E $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$ , W $\frac{1}{2}$  NW $\frac{1}{4}$  Section 25  
E $\frac{1}{2}$  NE $\frac{1}{4}$  Section 26  
SE $\frac{1}{4}$ , W $\frac{1}{2}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$  Section 23  
SW $\frac{1}{4}$ , SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 14  
E $\frac{1}{2}$  NE $\frac{1}{4}$  Section 15  
S $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$  Section 10  
S $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$ , SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 3  
E $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 4

Township 51 North Range 26 West

S $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$  Section 33  
S $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$ , SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 28  
NE $\frac{1}{4}$  SE $\frac{1}{4}$ , E $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 29  
W $\frac{1}{2}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , S $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 20  
NE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 19  
S $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  Section 18  
SW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 7

Township 51 North Range 27 West

E $\frac{1}{2}$  SE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$ , E $\frac{1}{2}$  NW $\frac{1}{4}$ , NW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 12  
S $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 1  
NE $\frac{1}{4}$  SE $\frac{1}{4}$ , S $\frac{1}{2}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  NE $\frac{1}{4}$ , NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 2

Township 52 North Range 27 West

S $\frac{1}{2}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SW $\frac{1}{4}$  Section 35  
NE $\frac{1}{4}$  SE $\frac{1}{4}$ , NE $\frac{1}{4}$ , NE $\frac{1}{4}$  NW $\frac{1}{4}$  Section 34  
S $\frac{1}{2}$  SW $\frac{1}{4}$  Section 27  
S $\frac{1}{2}$  Section 28

Township 43 North Range 24 West

NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> Section 31  
SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> Section 30  
S<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> Section 29  
SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 28  
S<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> Section 21  
N<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> Section 22  
NW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> Section 23  
S<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 14  
S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> Section 13  
S<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub> Section 12

Township 43 North Range 23 West

SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 7  
S<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> Section 6  
NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 5

Township 44 North Range 23 West

S<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> Section 32  
NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> Section 33  
S<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub> Section 28  
SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> Section 27  
SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> Section 22  
S<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 23  
SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> Section 24  
SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 13

Township 44 North Range 22 West

SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> Section 18  
SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub>, SE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 7  
SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> Section 8  
S<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 5  
NW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub> Section 4

Township 45 North Range 22 West

S<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, NW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> NE<sup>1</sup>/<sub>4</sub> Section 33  
SW<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub> Section 34  
SE<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, SW<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub> Section 27  
NW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, S<sup>1</sup>/<sub>2</sub> NW<sup>1</sup>/<sub>4</sub>, NE<sup>1</sup>/<sub>4</sub> NW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> NE<sup>1</sup>/<sub>4</sub> Section 26  
SE<sup>1</sup>/<sub>4</sub> SE<sup>1</sup>/<sub>4</sub> Section 23  
SW<sup>1</sup>/<sub>4</sub> SW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SW<sup>1</sup>/<sub>4</sub>, N<sup>1</sup>/<sub>2</sub> SE<sup>1</sup>/<sub>4</sub> Section 24



**Aitkin County Land Department  
209 2<sup>nd</sup> Street NW Room # 206  
Aitkin, MN 56431**

Dear Soo Line Trail user:

Listed below is what I see as the 3-primary trail-user related changes being proposed for the Soo Line ordinance and some of the rationale for the proposed change...

- A. OHM's (dirt bikes) will be allowed on the Northwoods ATV trail since the legislation for funding requires it. The new trail sections are interconnected with the Soo Line and other existing trails to create an entirely "connected" system in Aitkin County; so it makes sense to have OHM use on the entire system rather than specific sections. OHM's are less noisy than they used to be and law enforcement folks have a greater ability to monitor noise levels. Perhaps OHM use on the trail system will reduce unauthorized use on public roads and streets which can lead to complaints.
- B. Currently ATV's are not allowed on the Soo Line from 11/30 to 4/1 regardless of conditions. In the past decade there have been periods when there is no snow for snowmobiling but yet ATV's are not allowed. The proposed change would allow ATV/OHM use on the Soo Line during periods when it is not being groomed for snowmobiling. I feel that this is a good middle ground compromise. It is not easy to argue that you can't use an ATV on the Soo Line in December when there is no snow. This change will allow reasonable flexibility based on trail conditions.
- C. During good snow years, logging trucks on the Soo Line while the snowmobile clubs are grooming can cause user conflicts. In many cases the Soo Line is the only reasonable access to a winter logging site. Most loggers try to do the right thing by leaving 2"+ snow but often, once they start hauling, it gets compacted to ice and is poor for snowmobiling. We are proposing an alternative strategy which would be to leave at least a 10' wide unplowed strip to one side while plowing enough width for their trucks. Since this might not work well in every situation we're proposing an "either/or" for the two strategies. Better up-front coordination between agencies, loggers, and clubs will help to minimize these potential conflicts.

The ordinance has not been updated in more than a decade and we feel that these changes are reasonable and can lead to a better experience for all trail users.

Thank you.



Mark Jacobs  
Land Commissioner  
Aitkin County Land Department  
209 2nd St. NW Room #206  
Aitkin, MN 56431  
P: 218-927-7367  
F: 218-927-7249  
mjacobs@co.aitkin.mn.us

Darlene Turnock  
Clerk Salo Township  
13196 360th Street  
McGregor, MN 55760

Marion Davis  
Clerk Spalding Township  
19298 Driftwood Street  
McGregor, MN 55760

Sarah Johnson  
Clerk Jevne Township  
25034 432nd Lane  
McGregor, MN 55760

Susan R. Amundson  
Clerk McGregor Township  
17596 420th Street  
McGregor, MN 55760

Carole Holten  
Clerk Workman Township  
48263 241st Place  
McGregor, MN 55760

Tammy Wickstrom  
Clerk Logan Township  
50497 290th Place  
Palisade, MN 56469

Gloria Curtiss  
Clerk Waukenabo Township  
PO Box 171  
Palisade, MN 56469

Dorothy J. Biskey  
Clerk Macville Township  
34375 605th Lane  
Hill City, MN 55748

Maureen Switzer  
Clerk Idun Township  
27322 State Highway 18  
Isle, MN 56342

Beverly Mensing  
Clerk Williams Township  
13675 160th Ave  
McGrath, Mn. 56350

Mata Zimpel  
Clerk Pliny Township  
19291 State Highway 65  
McGrath, Mn. 56350

Ronda Vierkandt  
Clerk Millward Township  
23178 Kestrel Avenue  
McGrath, MN 56350

Dawn Clark  
Clerk City of McGrath  
PO Box 194  
McGrath, MN 56350

Judith Cirilli  
Clerk City of McGregor  
PO Box 100  
McGregor, MN 55760

Gaylene Spolorich  
Clerk City of Palisade  
PO Box 144  
Palisade, MN 56469

Emailed alliance sec 4-12-12  
Presented at snowmobile alliance mtg 4-17  
sent to clubs not present 4-18

In paper 4-11 + 4-18

On web 4-6-12

Notice posted 4-6-12

ATU alliance meeting notification by email 4-16-12  
and mtg 4-25-12

4-6-12  
sent notices  
& ordinances

40

## Comments received by email

'I do not see anything to complain about. Looks good to us.' Joe Kohlgraf – Giese Snowmobile Club

'i would hope we can get this thru.i bet 90% of us own both atv/snowmobiles and we need something to do when it doesn't snow. if it did snow we would have enough brains not to ride atv"s cause we wouldn't want the trails to get wrecked its also good for the resorts/bars/dealers/gas stations etc.this shouldn't be a no brainer. we also own property in automba for 11 years.i love it up herei would like to report people that do wreck the trail system.the clubs work to hard.thank you'  
kevin/kim kee 13020 lakestreet ext 55305 minnetonka

'The changes that you have described in the attachment definitely address the issues that we have been seeing; I am in favor of them.' – Harlan Kingsley – Hilltop Sports

'I wont be able to attend the meeting but I will say that I am not in favor of ATVs on the Soo Line during snowmobile season. Ive met them before and they change the whole integrity of the trail. The ruts from the tires throw the snowmobiles all over the trail making it it very dangerous. They would use the whole trail, not stay on a certain "designated" strip of the grade. Why not just let them ride on all the groomed snowmobile trails too ? If they want to ride in the winter, have them buy a snowmobile like the rest of us and use the ATV elsewhere.' - David Brasket Minnetonka MN 55345

- I am opposed to allowing dirt bikes on the Soo Line at any time.
- I am for allowing ATVs on the Soo Line when the trail is not being groomed; in fact, I would prefer to see the Soo Line open for ATVs year around as it is in Carleton County.
- Permitted users should leave sufficient snow cover on the Soo Line to allow snowmobile usage, be it 2" of undisturbed snow, a 10' wide area or a usable detour route around the disturbed area.

Thank You for considering my comments' - Gregory A Rosier36881  
Kestrel Ave McGregor, MN 55760 218-768-3214



Aitkin County Board of Commissioners  
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners

Date: 4/30/12

Via: Patrick Wussow, County Administrator

From: LAND Dept

Title of Item:

Quotes for Building Demo on Tax Pt and

Requested Meeting Date: 5/8 Estimated Presentation Time: n/a

Presenter: M. JAWBS

**Type of Action Requested** (check all that apply)

- For info only, no action requested
- Approve under Consent Agenda
- For discussion only with possible future action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) \_\_\_\_\_
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute \_\_\_\_\_

**Fiscal Impact** (check all that apply)

- Is this item in the current approved budget?  Yes  No (attach explanation)
- What type of expenditure is this?  Operating  Capital  Other (attach explanation)
- Revenue line account # that funds this item is: \_\_\_\_\_
- Expenditure line account # for this item is: \_\_\_\_\_

**Staffing Impact** (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No



**Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) \_\_\_\_\_

**Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 12:00 pm to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)**

## Sue Bingham

---

**From:** Mark Jacobs [mjacobs@co.aitkin.mn.us]  
**Sent:** Tuesday, May 01, 2012 10:24 AM  
**To:** 'Patrick Wussow'  
**Cc:** 'Sue Bingham'  
**Subject:** Quotes for demolition of structures on TF land  
**Attachments:** 0280\_001.pdf; 0281\_001.pdf

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**To:** County Board  
**CC:** County Administrator

Attached are the quotes received for demolition/removal of dilapidated structures on tax-forfeited property, per MS 282.04.

I recommend the low quote per site highlighted on the attached sheet.

Thanks.

**Mark Jacobs**  
**Land Commissioner**  
**Aitkin County Land Department**  
**209 2nd St. NW Room #206**  
**Aitkin, MN 56431**  
**P: 218-927-7367**  
**F: 218-927-7249**

\*\*\*\*\*  
\*\*\*\*\*

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*Aitkin County Land Department*

209 2<sup>nd</sup> St. NW Room 206  
Aitkin, MN 56431

218-927-7364

April 6, 2012

**REQUEST FOR PROPOSAL**  
**Aitkin County**

Demolition and/or removal from tax forfeited properties in Aitkin County as follows:

1. Building, contents, and all misc outside in Sec 19 Twp 49 Rge 23 at 48317 State Hwy 65 McGregor, Mn. Parcel ID 29-0-043200
2. Cabin, contents, outbuilding, and travel trailer in Section 3 Township 49 Range 23 at 51353 Lake Ave McGregor, Mn. Parcel ID number 29-1-366000 to 29-1-366300
3. Cabin, contents, and outbuilding but not including pump house in Section 24 Township 43 Range 22 at 10662 Alder St. Finlayson, Mn. Parcel ID number 34-0-039404
4. Removal or demolition of trailer house located on tax forfeited property. Located on NE corner of the intersection of US Hwy 169 N and 610<sup>th</sup> St. (kitty corner to Corner Club)

**Bidders may bid on one or all of the parcels.**

**\*\*Submit proposal that addresses all the aforementioned terms to:**

**Aitkin County Land Department  
209 2<sup>nd</sup> St. NW Room 206  
Aitkin, Mn. 56431  
218-927-7364**

**PROPOSALS WILL BE ACCEPTED UNTIL April 25<sup>th</sup>, 2012 at 2:00 PM**

*An Equal Opportunity Employer*

Fax - 218-927-7249

e-mail: [acld@co.aitkin.mn.us](mailto:acld@co.aitkin.mn.us)

