

ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS July 11, 2017 – BOARD AGENDA

- 9:00 1) J. Mark Wedel, County Board Chair
- A) Call to Order
 - B) Pledge of Allegiance
 - C) Board of Commissioners Meeting Procedure
 - D) Approval of Agenda
 - E) **Citizens' Public Comment** – Comments from visitors must be informational in nature and not exceed (5) minutes per person. The County Board generally will not 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.
- 2) **Consent Agenda** – All items on the Consent Agenda are considered to be routine and have been made available to the County Board at least two days prior to the meeting; the items will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from this Agenda and considered under separate motion.
- A) Correspondence File June 27, 2017 – July 10, 2017
 - B) Approve June 27, 2017 County Board Minutes
 - C) Approve Commissioner Warrants
 - D) Approve Duplicate of Lost Warrant #106973, dated 5-19-17, to Dawn Waddick for \$297.00
 - E) Adopt Resolution: Set Public Hearing Date – Classification of Tax-Forfeited Lands
 - F) Accept \$75 Donation to Sheriff's Office from Ms. Deloris Goetzke
 - G) Adopt Resolution: Form LG220 - Lawler Area Community Club
 - H) Approve Temporary 3.2% Malt Liquor License – Aitkin Fire Department
 - I) Authorize Sale of Used Culverts – Highway Department
 - J) Adopt Resolution: Award Contract No. 20174
 - K) Adopt Resolution: Budget Amendment (Community Corrections)
 - L) Set Public Hearing for Buffer Ordinance
- 9:05 3) Bobbie Danielson, HR Director
- A) Employee Recognition
- 9:10 4) Mike Dangers, County Assessor
- A) Individual Disaster Abatement – Parcel 07-0-047701 for 2015 Payable
 - B) Subscriber Access to Assessor Photos on LINK GIS
- 9:30 5) Jessica Seibert, County Administrator
- A) Approve Contracts
 - 1. BKV Group
 - 2. Contegrity
 - B) Adopt Bond Resolution
 - C) Fund Balance Review
 - D) AMC Summer Committees
 - 1. Courthouse Responsibilities
 - 2. SWCD

3. No Net Gain of Public Lands

10:00 6) Committee Updates

**10:30 7) Jessica Seibert, County Administrator
A) Closed Session under MN Statute 13D.05 Attorney Client Privilege**

11:00 Adjourn

The Aitkin County Board of Commissioners met this 27th day of June, 2017 at 9:02 a.m. with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, Don Niemi, Bill Pratt, County Administrator Jessica Seibert and Administrative Assistant Sue Bingham. Commissioner Anne Marcotte was not present.

CALL TO ORDER

Motion by Commissioner Pratt, seconded by Commissioner Westerlund and carried (4-0 Marcotte absent), all members voting yes to approve the June 27, 2017 amended agenda. Item 3D, Approve Safe and Secure Courthouse Grant, and Item 3E, Adopt Resolution: Large Assembly License – The Glen Store & Grill, were added.

APPROVED AGENDA

Commissioner Anne Marcotte arrived at 9:05 a.m.

MARCOTTE ARRIVED

**AITKIN COUNTY HEALTH & HUMAN SERVICES
BOARD MEETING MINUTES
June 27, 2017**

HEALTH & HUMAN SERVICES BOARD

Attendance

The Aitkin County Board of Commissioners met this 27th day of June, 2017 at 9:03 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, Don Niemi, Bill Pratt, and Anne Marcotte was delayed due to road construction but arrived at 9:05 a.m. Others present included: County Administrator Jessica Seibert, Health & Human Services Director Cynthia Bennett, Fiscal Supervisor Kathleen Ryan, Financial Services Supervisor Jessi Goble, Social Services Supervisor Children’s Services Jessi Schultz, Social Services Supervisor Adult Services Kim Larson, Public Health Supervisor Erin Melz, Health & Human Services Administrative Assistant Shawn Speed, and Guests: Carole Holten and Marlene Abear/H&HS Advisory Committee Members.

Agenda

Motion by Commissioner Niemi , seconded by Commissioner Pratt and carried, all members voting yes to approve the June 27, 2017 Health & Human Services Board agenda.

Minutes

Motion by Commissioner Westerlund , seconded by Commissioner Niemi and carried, all members voting yes to approve the May 23, 2017 Health and Human Services Board minutes.

Bills

Commissioner Marcotte requested more information related to mental health bills and treatment center payments. Kathy Ryan provided the information relating to each to Commissioner Marcotte’s satisfaction. Motion by Commissioner Westerlund, seconded by Commissioner Pratt and carried, all members voting yes to approve the bills.

Legislative Updates

Cynthia Bennett, Health & Human Services Director, briefed the Board on recent legislative changes.

- Mental Health Innovative Grant was funded.
- There was no cut to funding for the METS system, however there also was no

additional funding granted for needed improvements to the system.

- SHIP Grant was funded.
- There was an increase in funding to Evidence Based Family home visits.
- The more concerning issue is the cost shift related to the MNChoices area. It is unknown at this time how this will impact operations on a county level.
- Commissioner Wedel asked about any speculation on changes that will come for the county with the new American Healthcare Act.
- Unknown how this will turn out, yet it looks like there will be significant cuts across the board for Health and Human Services. The Public Health funding will be cut and there will be significant impacts to Medicaid and MN Care.
- This will ultimately impact funding for people in nursing homes.
- Commissioner Marcotte asked about Anoka Metro Regional Treatment Center and whether or not we were pushing for legislation to provide a step between the treatment center and being placed in a community?
- Cynthia Bennett provided information about her MACSSA Conference, discussions on the subject, and the need for transitional housing for persons needing to be discharged from Anoka to communities.
- Kim Larson added to the discussion about initiatives, Zero Reject Housing, and the SAMHSA Grant which helps to develop housing for people in transition.
- Kim Larson also provided information on a visit to an Itasca County facility by Region 5+ and how Region 5+ would like to eventually develop something similar to the Itasca County model but on a smaller scale.

New Personnel Introduction

Commissioner Wedel introduced Shawn Speed as the new Health and Human Services Administrative Assistant.

Financial Reports

Kathleen Ryan reviewed the financial statement for the board.

- We are on budget.
- Some out of home placement costs have been a bit higher.
- Child protection costs, related to court ordered assessments, have been higher but we are still within budget.
- Will be posting the first half of levy dollars this month which will be seen in next month's statement.

Fair Booth Update

Erin Melz provided the board with a Fair Booth update.

- Focusing on injury prevention.
- Had great participation from staff members, advisory board members, and commissioners that have signed up to staff the booth.
- Roth RV is again providing a Moms and Infants rest area RV.
- Lots of education and prizes this year.
- Sun protection always a big topic.

Joint Powers Board Reports

Erin Melz provided the board with information from the last meeting.

- Talked about a presentation by Ginger Parlanti, Public Health Supervisor for Itasca County and Healthy Families in America Coordinator on Healthy Families.
- Our H&HS Advisor Committee is our advisory committee for that program.
- Discussed SHIP program.

Committee Reports

H&HS Advisory Committee – Commissioner Westerlund and/or Pratt

- Committee Members Carole Holten and Marlene Abear provided details of last meeting.
- Explained that they have been getting reports from various groups explaining what they are doing and how much that is helping the committee members understand their role.
- Angels of McGregor have started working in McGrath area to help people stay in their homes and are working on possibly setting up a satellite location there.
- Committee was given a presentation on immunizations and the SHIP program.
- Commissioner Westerlund mentioned it was a great meeting for them.
- Commissioner Pratt added that the members are getting a better understanding of their role on the committee and becoming more active in it.

AEOA Committee Update – Commissioner Westerlund

- Financial audits.
- Rural Rides program.
- Resolutions update.
- Aitkin County Cares.
- Shortage of volunteer drivers.
- A larger discussion on the shortage of volunteer drivers was started by Commissioner Wedel and it was noted that it is a problem county wide.

Lakes and Pines Update – Commissioner Niemi

- Commissioner Niemi stated there were no new changes, but Commissioner Wedel opened up a discussion about Aitkin County’s status in the program and received feedback from Commissioner Niemi to his satisfaction.

Next Meeting – July 25, 2017

Break: 9:46 a.m. to 10:04 a.m.

Motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve the Consent Agenda as follows: A) Correspondence File: June 13, 2017 to June 27, 2017; B) Approve County Board Minutes: June 13, 2017; C) Approve BAE Minutes: June 13, 2017; D) Approve Commissioner Warrants: General Fund \$191,309.61, Road & Bridge \$31,677.67, Health & Human Services \$368.76, Trust \$13,143.23, Agency \$62,694.00, Long Lake Conservation Center \$6,178.36, Parks \$8,837.13 for a total of \$314,208.76; E) Approve Auditor Warrants - May Sales & Use Tax: General Fund \$623.42, Road & Bridge \$679.32, State \$8,167.00, Trust \$70.76, Forest Development \$0.24, Long Lake Conservation Center \$229.86, Parks \$225.00 for a total of \$9,995.60; F) Approve Auditor Warrants - Highway Department Contract Payment: Road & Bridge \$154,511.78; G) Approve Auditor Warrants - Tax Settlements: Agency \$3,337,084.45; H) Adopt Resolution: Public Hearing Set - Classification of Tax-Forfeited Lands; I) Accept \$200 Donation to STS from Round Lake Cemetery Association; J) Approve Temporary 3.2 Malt Liquor License - Aitkin Fire Department

Under the consent agenda, motion for a resolution by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to adopt

**HHS BOARD
ADJOURNS**

BREAK

**CONSENT
AGENDA**

resolution - Public Hearing Set - Classification of Tax-Forfeited Lands:

WHEREAS, MN Statue 282.01 allows the County Board to classify tax-forfeited lands either to be retained in public ownership for public benefits or returned to private ownership, and

WHEREAS, MN Statute 282.01 requires that a public hearing be held to receive comments and recommendations about the pending classifications.

THEREFORE, BE IT RESOLVED, the Aitkin County Board of Commissioners hereby sets a public hearing for July 25th, 2017 at 11:00 AM at the Aitkin County Courthouse for the classification of the following parcels of tax-forfeited lands. The proposed classification is on each legal description.

**RESOLUTION
20170627-047
PUBLIC HEARING
SET -
CLASSIFICATION
OF TAX-
FORFEITED
LANDS**

Land Classification 2016 Forfeitures

Pin #	Legal Desc	Sec	Twp	Rge	Proposed Classification
02-1-068900	Thoes Subdivision of Lot 8 of Bridge Park Lot 2	9	52	23	Non-conservation
02-1-070600	Thoes Subdivision of Lot 8 of Bridge Park Lot 19	9	52	23	Non-conservation
17-0-008301	2.53 acres in SW corner of SW-SE less 1.10 acs r/w	7	46	24	Non-conservation
29-1-213600	Sheshebe Point 2 nd Addition W ½ Lot 96	22	49	23	Non-conservation
32-1-073801	Big Sandy Lake Highlands 5 th Addn Lot 154 less 171 x 100 ft & less N 220 ft	34	50	23	Non-conservation
32-1-073902	Big Sandy Lake Highlands 5 th Addn 100 x 200 ft Lot 155 in Doc 225796	34	50	23	Non-conservation
35-1-092000	Enchanted Acres Outlot B	7	49	26	Non-conservation
36-1-080701	Alfreda Addition Lot 6 Blk 1 In Doc 214407	24	45	26	Non-conservation
36-1-080702	Alfreda Addition Lot 6 less part in Doc 214407	24	45	26	Non-conservation
56-0-124900	Unplatted part of SW-NW in B 124 D P 51 less part in Doc 384632	25	47	27	Non-conservation
58-1-006400	McGrath Lot 1 Blk 6	5	43	23	Non-conservation
61-1-011600	Tingdales Original Townsite of Tamarack Lot 11 Blk 2	15	48	22	Non-conservation

Under the consent agenda, motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve the following Temporary On Sale 3.2 Malt Liquor License for July 5 through July 8, 2017 (July 5, 6, 7, 8, 2017):

**TEMPORARY 3.2
MALT LIQUOR
LICENSE - AITKIN**

<p>On Sale: Aitkin Fire Department, d/b/a Aitkin Fire Department Relief Association - Aitkin Township</p>	<p>FIRE DEPARTMENT</p>
<p>Marcia Mehle, Community Transportation Manager and Jack Larson, Transit Director for Arrowhead Economic Opportunity Agency (AEOA) discussed the Rural Rides Program with the Board, shared the outcomes and successes of the program, and requested funding of \$20,000 for the program in 2018. The Board asked that a formal request be submitted for consideration at a future Board meeting.</p>	<p>RURAL RIDES PROGRAM</p>
<p>Caroline Larson and Sherry Shadley of Support Within Reach, a non-profit organization providing help for victims of sexual violence, gave an overview of the program to the Board and requested \$1,500 in funding for 2018. No action was taken at this time.</p>	<p>SUPPORT WITHIN REACH</p>
<p>Tom Suppes, MCIT Risk Management Consultant reviewed the 2017 MCIT Report to Aitkin County with the Board.</p>	<p>MCIT REPORT</p>
<p>Motion by Commissioner Westerlund, seconded by Commissioner Niemi and carried, all members voting yes to accept \$2500 Safe and Secure Courthouse Grant.</p>	<p>SAFE AND SECURE COURTHOUSE GRANT</p>
<p>Motion for a resolution by Commissioner Niemi, seconded by Commissioner Marcotte and carried, all members voting yes to adopt resolution – Large Assembly License – The Glen Store & Grill:</p>	<p>RESOLUTION 20170627-048 LARGE ASSEMBLY LICENSE – THE GLEN STORE & GRILL</p>
<p>BE IT RESOLVED, the Aitkin County Board of Commissioners agrees to approve the following Application for Large Assembly:</p>	
<p>Chris Hagman d/b/a The Glen Store & Grill – Malmo Township</p>	
<p>This music entertainment is scheduled to take place July 1st and July 2nd, 2017 from 8:00 P.M. to 12:00 P.M. Midnight daily.</p>	
<p>The Board discussed: AMC, MHB, Mille Lacs Watershed, DAC, AEOA, P&Z, BSLWMP, AIS, NRAC, Grand Rapids/Diversion Channel, Big Sandy Lake Association, AMC Training/Challenging Conversations, EDA, Facilities, and Historical Society.</p>	<p>BOARD DISCUSSION</p>
<p>Motion by Commissioner Westerlund, seconded by Commissioner Pratt and carried, all members voting to close the meeting at 11:57 a.m. under MN Statute 13D.05 Subd. 3 (a) Performance Evaluation of County Administrator.</p>	<p>CLOSED SESSION</p>
<p>Motion by Commissioner Niemi, seconded by Commissioner Marcotte and carried, all members voting to reopen the meeting at 12:34 p.m.</p>	<p>REOPEN MEETING</p>

Motion by Commissioner Pratt seconded by Commissioner Niemi and carried, all members voting to adjourn the meeting at 12:34 p.m. until Tuesday, July 11, 2017 at 9:00 a.m.

ADJOURN

J. Mark Wedel, Board Chair
Aitkin County Board of Commissioners

Jessica Seibert, County Administrator

Print List in Order By: 2 1 - Fund (Page Break by Fund) Page Break By: 1 1 - Page Break by Fund
2 - Department (Totals by Dept) 2 - Page Break 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

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
1	DEPT			Commissioners		
248	Association of Mn Counties 01-001-000-0000-6241		35.00	AMC district meeting-B. Pratt	47229	Registration Fee
	01-001-000-0000-6241		35.00	AMC district meeting-Marcotte	47229	Registration Fee
	01-001-000-0000-6241		35.00	AMC district meeting-Westerlun	47229	Registration Fee
248	Association of Mn Counties		105.00	3 Transactions		
10452	AT&T Mobility 01-001-000-0000-6250		69.98	Foundation Account 05/18/2017 06/17/2017	287259994975 0	Telephone
10452	AT&T Mobility		69.98	1 Transactions		
10200	Marcotte/Anne Marie 01-001-000-0000-6332		167.41	Hotel/AMC district meeting		Hotel / Motel Lodging
10200	Marcotte/Anne Marie		167.41	1 Transactions		
3590	Niemi/Donald 01-001-000-0000-6330		118.77	Mileage-NEMO JT Mtg-Virginia	222@.535	Transportation & Travel & Parking
	01-001-000-0000-6330		187.25	Mileage-MRC Mtg Glencoe	350@.535	Transportation & Travel & Parking
3590	Niemi/Donald		306.02	2 Transactions		
1	DEPT Total:		648.41	Commissioners	4 Vendors	7 Transactions
12	DEPT			Court Administration		
8175	Centurylink 01-012-000-0000-6250		329.31	LD/LOCAL Q3	313645966	Telephone
8175	Centurylink		329.31	1 Transactions		
11634	Gammello & Pearson PLLC 01-012-000-0000-6232		112.50	Fees 01-JV-16-672	58432	Attorney Services
	01-012-000-0000-6232		37.39	COSTS 01-JV-16-672	58432	Attorney Services
	01-012-000-0000-6232		180.00	FEES 01-FA-14-1140	58433	Attorney Services
	01-012-000-0000-6232		32.10	COSTS 01-JV-17-510	58434	Attorney Services
	01-012-000-0000-6232		300.00	FEES 01-JV-17-510	58434	Attorney Services
11634	Gammello & Pearson PLLC		661.99	5 Transactions		
2810	Larson/Shari S 01-012-000-0000-6232		1,743.75	FEES		Attorney Services
	01-012-000-0000-6232		154.40	costs		Attorney Services

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Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
2810	Larson/Shari S		1,898.15		2 Transactions	
12	DEPT Total:		2,889.45	Court Administration	3 Vendors	8 Transactions
40	DEPT			Auditor		
13038	Burrell Printing Co Inc. 01-040-021-0000-6405		126.33	1000 Large Envelopes	385018	Office & Computer Supplies
13038	Burrell Printing Co Inc.		126.33		1 Transactions	
8175	Centurylink 01-040-000-0000-6250		14.63	LD/LOCAL	313645966	Telephone
8175	Centurylink		14.63		1 Transactions	
86290	Mn Counties Information Systems 01-040-000-0000-6231		4,241.00	Payroll 2017 Q3 Support	1340	Services, Labor, Contracts
	01-040-000-0000-6231		752.00	Finance 2017 Q3 Support	1340	Services, Labor, Contracts
	01-040-000-0000-6231		57.00	Payroll 2015 Qrtly Adjustment	1340	Services, Labor, Contracts
	01-040-000-0000-6231		13.00-	Finance 2015 Qrtly Adjustment	1340	Services, Labor, Contracts
	01-040-000-0000-6231		2,152.00	2017 OPEB Share	1353	Services, Labor, Contracts
86290	Mn Counties Information Systems		7,189.00		5 Transactions	
86235	The Office Shop Inc 01-040-021-0000-6405		200.78	Toner	1026927-0	Office & Computer Supplies
	01-040-000-0000-6405		23.55	adding machine tape rolls	1027897-0	Office & Computer Supplies
	01-040-021-0000-6405		28.16	Office supplies	292729-0	Office & Computer Supplies
86235	The Office Shop Inc		252.49		3 Transactions	
40	DEPT Total:		7,582.45	Auditor	4 Vendors	10 Transactions
42	DEPT			Treasurer		
8175	Centurylink 01-042-000-0000-6250		9.62	LD/LOCAL	313645966	Telephone
8175	Centurylink		9.62		1 Transactions	
4173	Grams/Lori 01-042-000-0000-6340		14.00	MACATFO meeting lunch		Meals (Overnight)
	01-042-000-0000-6330		43.55	Craguns mileage	81.40@.535	Transportation & Travel

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	Invoice #	Account/Formula Description	On Behalf of Name
4173 Grams/Lori		57.55	2 Transactions			
86235 The Office Shop Inc						
01-042-000-0000-6405		56.91	Envelope, lead, red gel pen	1027939-0		Office & Computer Supplies
86235 The Office Shop Inc		56.91	1 Transactions			
42 DEPT Total:		124.08	Treasurer	3 Vendors		4 Transactions
43 DEPT			Assessor			
10452 AT&T Mobility						
01-043-000-0000-6250		209.94	monthly wireless	287250162187		Telephone
10452 AT&T Mobility		209.94	1 Transactions			
783 Canon Financial Services, Inc						
01-043-000-0000-6231		164.08	Copier contract-033	17411852		Services, Labor, Contracts
783 Canon Financial Services, Inc		164.08	1 Transactions			
8175 Centurylink						
01-043-000-0000-6250		26.80	LD/LOCAL	313645966		Telephone
8175 Centurylink		26.80	1 Transactions			
43 DEPT Total:		400.82	Assessor	3 Vendors		3 Transactions
44 DEPT			Central Services			
8175 Centurylink						
01-044-000-0000-6250		5.38	LD/LOCAL	313645966		Telephone
8175 Centurylink		5.38	1 Transactions			
44 DEPT Total:		5.38	Central Services	1 Vendors		1 Transactions
49 DEPT			Information Technologies			
8175 Centurylink						
01-049-000-0000-6250		10.04	LD/LOCAL	313645966		Telephone
8175 Centurylink		10.04	1 Transactions			
86290 Mn Counties Information Systems						
01-049-000-0000-6231		15,702.00	Prop. Tax 2017 Q3 support	1340		Programming, Services, Contracts
01-049-000-0000-6231		6,579.00	Prop. Tax 2017 Q3 support	1340		Programming, Services, Contracts

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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
	01-049-000-0000-6231		Prop.Tax 2015 Qrtly adjustment	1340	Programming, Services, Contracts
	01-049-000-0000-6231		Prop.Tax 2015 Qrtly adjustment	1340	Programming, Services, Contracts
	01-049-000-0000-6231		2017 Presto Support	1353	Programming, Services, Contracts
86290	Mn Counties Information Systems		5 Transactions		
49	DEPT Total:	22,795.04	Information Technologies	2 Vendors	6 Transactions
52	DEPT		Administration/Personnel Dept		
248	Association of Mn Counties				
	01-052-000-0000-6241	35.00	AMC district meeting-Seibert	47229	Registration Fee
248	Association of Mn Counties	35.00	1 Transactions		
10452	AT&T Mobility				
	01-052-000-0000-6250	108.82	Foundation Account	287259994975	Telephone
			05/18/2017 06/17/2017	0	
10452	AT&T Mobility	108.82	1 Transactions		
8175	Centurylink				
	01-052-000-0000-6250	63.54	LD/LOCAL	313645966	Telephone
8175	Centurylink	63.54	1 Transactions		
10694	CGMC				
	01-052-000-0000-6208	125.00	2017 CGMC Seminar-Brd		Training/Education
10694	CGMC	125.00	1 Transactions		
86235	The Office Shop Inc				
	01-052-000-0000-6405	21.58	pens	1027456-1	Office & Computer Supplies
	01-052-000-0000-6405	38.58	Stapler, 11x17 paper	1028425-0	Office & Computer Supplies
86235	The Office Shop Inc	60.16	2 Transactions		
52	DEPT Total:	392.52	Administration/Personnel Dept	5 Vendors	6 Transactions
90	DEPT		Attorney		
783	Canon Financial Services, Inc				
	01-090-000-0000-6405	359.91	Contract Charge-038	17461540	Office & Computer Supplies
783	Canon Financial Services, Inc	359.91	1 Transactions		
8175	Centurylink				

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Vendor No.	Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
8175	Centurylink	01-090-000-0000-6250		34.67	LD/LOCAL		313645966	Telephone
				34.67		1 Transactions		
86235	The Office Shop Inc	01-090-000-0000-6405		35.88	Pens		1028048-0	Office & Computer Supplies
		01-090-000-0000-6405		61.14	folders, pen refills		1028048-1	Office & Computer Supplies
		01-090-000-0000-6405		6.35	Pen refills		1028048-2	Office & Computer Supplies
86235	The Office Shop Inc			103.37		3 Transactions		
90	DEPT Total:			497.95	Attorney		3 Vendors	5 Transactions
100	DEPT				Recorder			
8175	Centurylink	01-100-000-0000-6250		18.63	LD/LOCAL		313645966	Telephone
8175	Centurylink			18.63		1 Transactions		
9373	ESRI	01-100-195-0000-6231		3,166.67	GIS Software maint/support	09/16/2017 09/15/2018	93305379 0	Services, Labor, Contracts-Land Records
		01-100-196-0000-6231		3,166.66	GIS Software maint/support	09/16/2017 09/15/2018	93305379 0	Services, Labor, Contracts-Recorder's
9373	ESRI			6,333.33		2 Transactions		
2386	Information Systems Corp	01-100-196-0000-6625		3,120.00	KIP 3000 Scanner color key		24516	Office & Other Equipment-Recorder's
2386	Information Systems Corp			3,120.00		1 Transactions		
14505	MCF Moose Lake	01-100-000-0000-5529		20.00	Reimb.of Notary Fee-M.Lewis			County Recorder Fees
14505	MCF Moose Lake			20.00		1 Transactions		
100	DEPT Total:			9,491.96	Recorder		4 Vendors	5 Transactions
110	DEPT				Courthouse Maintenance			
8239	Ameripride Linen & Apparel Services	01-110-000-0000-6422		36.72	mop dry and mop dry handle		2200933869	Janitorial Supplies
8239	Ameripride Linen & Apparel Services			36.72		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
10452	AT&T Mobility 01-110-000-0000-6250		34.99	Foundation Account 05/18/2017 06/17/2017	287259994975 0	Phone
10452	AT&T Mobility		34.99	1 Transactions		
13725	Beartooth True Value 01-110-000-0000-6422		16.98	Organizer	B39795	Janitorial Supplies
13725	Beartooth True Value		16.98	1 Transactions		
8175	Centurylink 01-110-000-0000-6250		3.62	LD/LOCAL	313645966	Phone
8175	Centurylink		3.62	1 Transactions		
88628	Dalco 01-110-000-0000-6422		13.38	turkish bar towel	3188179	Janitorial Supplies
	01-110-000-0000-6422		132.67	hard roll towels,toilet paper	3190486	Janitorial Supplies
88628	Dalco		146.05	2 Transactions		
1598	Ferrara's Htg Air Cond & Refrig Inc 01-110-000-0000-6231		240.16	install bleed port & bleed fan	8733	Services, Labor, Contracts
1598	Ferrara's Htg Air Cond & Refrig Inc		240.16	1 Transactions		
2186	Hillyard Inc - Kansas City 01-110-000-0000-6422		215.03	Cleaning Supplies	602585983	Janitorial Supplies
2186	Hillyard Inc - Kansas City		215.03	1 Transactions		
2340	Hyytinen Hardware Hank 01-110-000-0000-6422		8.49	Treeguards	1397598	Janitorial Supplies
	01-110-000-0000-6422		11.98	Terro ant killer	1399166	Janitorial Supplies
	01-110-000-0000-6422		13.13	Keys, general	1400434	Janitorial Supplies
	01-110-000-0000-6422		33.98	Weed B Gone, Broom	1401438	Janitorial Supplies
	01-110-000-0000-6422		16.99	Roundup	1402124	Janitorial Supplies
	01-110-000-0000-6422		17.48	Gorilla Tape, carpet tape	1402508	Janitorial Supplies
	01-110-000-0000-6422		31.25	Storage box, Bins, Anchors	1402596	Janitorial Supplies
	01-110-000-0000-6422		18.97	Stpls pk, powerlo	1403005	Janitorial Supplies
	01-110-000-0000-6422		5.13	key,key ring,drain cleaner	1404113	Janitorial Supplies
	01-110-000-0000-6422		36.95	Upholstery cleaner, new car sc	1404334	Janitorial Supplies
	01-110-000-0000-6422		12.13	Key, vac bags	1404724	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
2340	Hyytinen Hardware Hank		206.48	11 Transactions		
12927	Midwest Machinery Co. 01-110-000-0000-6610		212.00	2 tires for maintenance tracto	1494767	Equipment
12927	Midwest Machinery Co.		212.00	1 Transactions		
89765	Minnesota Elevator, Inc 01-110-000-0000-6231		171.64	July monthly service	712354	Services, Labor, Contracts
89765	Minnesota Elevator, Inc		171.64	1 Transactions		
110	DEPT Total:		1,283.67	Courthouse Maintenance	10 Vendors	21 Transactions
111	DEPT			Buildings		
13983	Dust Busters Furnace & Duct Cleaning Inc 01-111-000-0000-6605		24,994.00	Clean Jail duct work	T-1-T-2-T-3	Building & Structures
13983	Dust Busters Furnace & Duct Cleaning Inc		24,994.00	1 Transactions		
111	DEPT Total:		24,994.00	Buildings	1 Vendors	1 Transactions
120	DEPT			Service Officer		
10452	AT&T Mobility 01-120-000-0000-6250		62.05	Foundation Account 05/18/2017	287270539560 06/17/2017 0	Telephone
10452	AT&T Mobility		62.05	1 Transactions		
10981	Bakken/Glen A.J. 01-120-000-0000-6350		50.00	Drive Vet Van 06/13/2017	St Cloud 06/13/2017 0	Per Diem
10981	Bakken/Glen A.J.		50.00	1 Transactions		
8175	Centurylink 01-120-000-0000-6250		68.61	LD/LOCAL	313645966	Telephone
8175	Centurylink		68.61	1 Transactions		
2448	Janzen/Carroll Mark 01-120-000-0000-6350		50.00	Drive Vet Van 06/02/2017	Mpls 06/02/2017 0	Per Diem

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 #	
2448 Janzen/Carroll Mark		50.00	1 Transactions	
14508 Janzen/Hugh 01-120-000-0000-6350		50.00	Drive Vet Van 06/22/2017 06/22/2017 0	St Cloud Per Diem
14508 Janzen/Hugh		50.00	1 Transactions	
3093 Jones/Stanley Carter 01-120-000-0000-6350		50.00	Drive Vet Van 06/23/2017 06/23/2017 0	St Cloud Per Diem
3093 Jones/Stanley Carter		50.00	1 Transactions	
10677 Olsen/Gerald D 01-120-000-0000-6350		50.00	Drive Vet Van 06/15/2017 06/15/2017 0	St Cloud Per Diem
10677 Olsen/Gerald D		50.00	1 Transactions	
3912 Peterson/Richard 01-120-000-0000-6350		50.00	Drive Vet Van 06/14/2017 06/14/2017 0	Mpls Per Diem
3912 Peterson/Richard		50.00	1 Transactions	
11362 Roscoe/Bernie 01-120-000-0000-6350		50.00	Drive Vet Van 06/16/2017 06/16/2017 0	Mpls Per Diem
01-120-000-0000-6350		50.00	Drive Vet Van 06/28/2017 06/28/2017 0	Mpls Per Diem
11362 Roscoe/Bernie		100.00	2 Transactions	
86235 The Office Shop Inc 01-120-000-0000-6405		7.73	VM log book	1027985-0 Office & Computer Supplies
01-120-000-0000-6405		11.15	calculator, board eraser	1028174-0 Office & Computer Supplies
01-120-000-0000-6405		17.65	Board, Dry Erase, Chs, tissue	1028174-1 Office & Computer Supplies
86235 The Office Shop Inc		36.53	3 Transactions	
6097 Verizon Wireless 01-120-000-0000-6250		13.62	vet van cell phone	880690364 Telephone
6097 Verizon Wireless		13.62	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
5960	Wilmo/Wesley S. 01-120-000-0000-6350		50.00	Drive Vet Van 06/07/2017 06/07/2017	St Cloud 0	Per Diem
5960	Wilmo/Wesley S.		50.00	1 Transactions		
9255	Witt/Warren 01-120-000-0000-6350		50.00	Drive Vet Van 06/06/2017 06/06/2017	Mpls 0	Per Diem
9255	Witt/Warren		50.00	1 Transactions		
120	DEPT Total:		680.81	Service Officer	13 Vendors	16 Transactions
121	DEPT			Housing & Redevelopment		
11113	Anderson/Edward 01-121-000-0000-6350		35.00	HRA Meeting	4/26/17	Per Diem
	01-121-000-0000-6350		35.00	HRA Meeting	6/28/17	Per Diem
11113	Anderson/Edward		70.00	2 Transactions		
10017	Tveit/Galen 01-121-000-0000-6350		35.00	HRA Meeting	4/26/17	Per Diem
	01-121-000-0000-6350		35.00	HRA Meeting	6/28/17	Per Diem
10017	Tveit/Galen		70.00	2 Transactions		
11355	Williams/Ihleen E 01-121-000-0000-6350		35.00	HRA Meeting	4/26/17	Per Diem
	01-121-000-0000-6350		35.00	HRA Meeting	6/28/17	Per Diem
11355	Williams/Ihleen E		70.00	2 Transactions		
121	DEPT Total:		210.00	Housing & Redevelopment	3 Vendors	6 Transactions
122	DEPT			Planning & Zoning		
14513	Altrichter/Robert 01-122-000-0000-6820		250.00	Full refund App#2017-002010		Refunds & Reimbursements
14513	Altrichter/Robert		250.00	1 Transactions		
783	Canon Financial Services, Inc 01-122-000-0000-6231		248.73	monthly copier charges-029	17411849	Services, Labor, Contracts, Programming

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
783	Canon Financial Services, Inc		248.73		1 Transactions	
8175	Centurylink 01-122-000-0000-6250		105.56	LD/LOCAL	313645966	Telephone
8175	Centurylink		105.56		1 Transactions	
14391	GHA Technologies 01-122-000-0000-6231		230.00	(2) Fixit Phantom PDF licenses	9951198	Services, Labor, Contracts, Programming
14391	GHA Technologies		230.00		1 Transactions	
13442	Hagen/Michael 01-122-000-0000-6350		70.00	PC/Onsites		Per Diem
	01-122-038-0000-6330		51.36	PC/Onsite Mileage	96@.535	Boa/Pc Mileage
13442	Hagen/Michael		121.36		2 Transactions	
13066	Hargrave/Bryan 01-122-000-0000-6231		3,500.00	Contract Inspections 06/26/2017 07/07/2017	10@350.00 0	Services, Labor, Contracts, Programming
13066	Hargrave/Bryan		3,500.00		1 Transactions	
5516	Paquette/Jeremy M 01-122-000-0000-6350		20.00	Onsites		Per Diem
	01-122-038-0000-6330		54.57	PC/Onsite mileage	102@.535	Boa/Pc Mileage
	01-122-000-0000-6350		50.00	PC meeting	6/19/17	Per Diem
5516	Paquette/Jeremy M		124.57		3 Transactions	
14506	Poley/John 01-122-000-0000-6820		250.00	APP#2017-001903 full refund		Refunds & Reimbursements
14506	Poley/John		250.00		1 Transactions	
14507	Roberts/Ronny 01-122-000-0000-6820		450.00	full refund APP#2017-001755		Refunds & Reimbursements
14507	Roberts/Ronny		450.00		1 Transactions	
4400	Security State Bank 01-122-052-0000-6304		11,890.00	Happel AG-BMP payment		ISTS AG BMP EXPENSES
4400	Security State Bank		11,890.00		1 Transactions	
13424	Sonnee/Dennise J					

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
		01-122-000-0000-6350		70.00	PC meeting/Onsites			Per Diem	
		01-122-038-0000-6330		10.70	Onsite mileage		20@.535	Boa/Pc Mileage	
13424	Sonnee/Dennise J			80.70		2 Transactions			
6097	Verizon Wireless								
		01-122-000-0000-6250		39.69	monthly cellular		380690138	Telephone	
6097	Verizon Wireless			39.69		1 Transactions			
10895	Westerlund/Laurie Ann								
		01-122-000-0000-6350		20.00	Onsites			Per Diem	
		01-122-038-0000-6330		46.01	PC & Onsites mileage		86@.535	Boa/Pc Mileage	
10895	Westerlund/Laurie Ann			66.01		2 Transactions			
122	DEPT Total:			17,356.62	Planning & Zoning		13 Vendors		18 Transactions
123	DEPT				Coroner				
988	Hennepin Co Medical Centers								
		01-123-000-0000-6260		235.00	ME 17-0306			Autopsies--Pathologist, Xrays, Etc	
		01-123-000-0000-6260		309.00	ME 17-0942			Autopsies--Pathologist, Xrays, Etc	
		01-123-000-0000-6260		114.00	ME 17-1297			Autopsies--Pathologist, Xrays, Etc	
988	Hennepin Co Medical Centers			658.00		3 Transactions			
3987	Ramsey County Medical Examiner								
		01-123-000-0000-6260		500.00	ME 17-0306			Autopsies--Pathologist, Xrays, Etc	
		01-123-000-0000-6260		1,400.00	ME 17-0942			Autopsies--Pathologist, Xrays, Etc	
		01-123-000-0000-6260		500.00	ME 17-1297			Autopsies--Pathologist, Xrays, Etc	
3987	Ramsey County Medical Examiner			2,400.00		3 Transactions			
123	DEPT Total:			3,058.00	Coroner		2 Vendors		6 Transactions
200	DEPT				Enforcement				
11960	ASAP Towing								
		01-200-000-0000-6359		150.00	tow Explorer 17-1634		5210	Wrecker Service	
		01-200-000-0000-6359		160.00	tow VW Jetta 17-1710		5213	Wrecker Service	
11960	ASAP Towing			310.00		2 Transactions			
10452	AT&T Mobility								
		01-200-000-0000-6250		1,039.00	Foundation Account		287258495419	Telephone	

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
10452 AT&T Mobility		1,039.00	1 Transactions		
4488 Automated Word Professionals					
01-200-000-0000-6231		202.50	transcription	17-SO114	Services & Labor (Incl Contracts)
4488 Automated Word Professionals		202.50	1 Transactions		
13325 Bruggman/Paul					
01-200-040-0000-6304		20.44	June postage/copy/snacks		TZD Grant Expenses
01-200-040-0000-6304		28.50	June Phone		TZD Grant Expenses
01-200-040-0000-6304		1,312.00	June hours worked	41@32.00	TZD Grant Expenses
01-200-040-0000-6304		350.42	June Mileage	655@.535	TZD Grant Expenses
13325 Bruggman/Paul		1,711.36	4 Transactions		
8175 Centurylink					
01-200-000-0000-6250		129.05	LD/LOCAL	313645966	Telephone
8175 Centurylink		129.05	1 Transactions		
3337 Minnesota County Attorneys Association					
01-200-000-0000-6405		99.00	forfeiture forms,prop.receipts	200002844	Office Supplies
3337 Minnesota County Attorneys Association		99.00	1 Transactions		
13864 Sandberg/Kristi					
01-200-000-0000-6150		1,000.00	August Cobra Premium		Health Insurance-Employer
13864 Sandberg/Kristi		1,000.00	1 Transactions		
86235 The Office Shop Inc					
01-200-000-0000-6405		8.90	office supplies	1027492-0	Office Supplies
86235 The Office Shop Inc		8.90	1 Transactions		
13934 Tire Barn					
01-200-000-0000-6302		631.55	#224 oil change, Strut Assembl	39138	Car Maintenance
13934 Tire Barn		631.55	1 Transactions		
9642 WEX BANK					
01-200-000-0000-6511		4,306.40	Gas	0424007043961	Gas And Oil
9642 WEX BANK		4,306.40	1 Transactions		
200 DEPT Total:		9,437.76	Enforcement	10 Vendors	14 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
202	DEPT			Boat & Water		
10452	AT&T Mobility 01-202-000-0000-6250		84.13	Foundation Account	287258495419	Telephone
10452	AT&T Mobility		84.13	1 Transactions		
6049	Farm Island Repair & Marine 01-202-000-0000-6302		89.00	prop repair	59444	B&W Maintenance
6049	Farm Island Repair & Marine		89.00	1 Transactions		
12110	Revelin Vehicle Solutions, LLC 01-202-000-0000-6302		1,491.00	boat lighting installation	182	B&W Maintenance
12110	Revelin Vehicle Solutions, LLC		1,491.00	1 Transactions		
13934	Tire Barn 01-202-000-0000-6302		76.99	tire,boat trailer tire repair	17704	B&W Maintenance
13934	Tire Barn		76.99	1 Transactions		
9642	WEX BANK 01-202-000-0000-6511		596.43	Gas	0424007043961	Gas And Oil
9642	WEX BANK		596.43	1 Transactions		
202	DEPT Total:		2,337.55	Boat & Water	5 Vendors	5 Transactions
252	DEPT			Corrections		
116	Aitkin Pet & Farm Supply Inc 01-252-000-0000-6590		293.51	Softener salt	453798	Repair & Maintenance Supplies
116	Aitkin Pet & Farm Supply Inc		293.51	1 Transactions		
10452	AT&T Mobility 01-252-000-0000-6250		56.04	Foundation Account	287258495419	Telephone
10452	AT&T Mobility		56.04	1 Transactions		
8175	Centurylink 01-252-000-0000-6250		317.10	LD/LOCAL	313645966	Telephone
8175	Centurylink		317.10	1 Transactions		
163	Charter Communications 01-252-252-0000-6405		181.71	Cable TV for inmates		Prisoner Welfare

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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
163 Charter Communications		181.71	1 Transactions		
5583 Crawford Supply Company					
01-252-252-0000-6408		324.24	commissary supplies	851981	Commissary Supplies
5583 Crawford Supply Company		324.24	1 Transactions		
88628 Dalco					
01-252-000-0000-6422		13.38	jail paper products	3190475	Janitorial Supplies
01-252-000-0000-6422		606.80	jail paper products	3190487	Janitorial Supplies
88628 Dalco		620.18	2 Transactions		
1310 Door Doctor					
01-252-000-0000-6231		1,087.00	springs, cable sally port	1096	Services & Labor (Incl Contracts)
1310 Door Doctor		1,087.00	1 Transactions		
1598 Ferrara's Htg Air Cond & Refrig Inc					
01-252-000-0000-6231		504.05	door sweep and closer walk in	8714	Services & Labor (Incl Contracts)
1598 Ferrara's Htg Air Cond & Refrig Inc		504.05	1 Transactions		
2186 Hillyard Inc - Kansas City					
01-252-000-0000-6422		1,178.82	janitorial	602586016	Janitorial Supplies
2186 Hillyard Inc - Kansas City		1,178.82	1 Transactions		
5503 Keefe Supply Company					
01-252-252-0000-6408		209.76	commissary supplies	851980	Commissary Supplies
5503 Keefe Supply Company		209.76	1 Transactions		
11946 McGuire Mechanical					
01-252-000-0000-6590		131.00	jail cell shower	7836	Repair & Maintenance Supplies
01-252-000-0000-6590		287.99	replace sally port faucet	7850	Repair & Maintenance Supplies
11946 McGuire Mechanical		418.99	2 Transactions		
13691 MEnD Correctional Care, PLLC					
01-252-000-0000-6262		5,601.50	July Healthcare services	2693	Medical Expenses & Supplies - Inmates
01-252-000-0000-6262		1,483.33	July Addendum	2693	Medical Expenses & Supplies - Inmates
13691 MEnD Correctional Care, PLLC		7,084.83	2 Transactions		
3789 Pan-O-Gold Baking Company					
01-252-000-0000-6418		174.30	Groceries	10002417173032	Groceries

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Accr	Rpt Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name
	01-252-000-0000-6418		169.80	Groceries	10002417180028	Groceries
3789	Pan-O-Gold Baking Company		344.10	2 Transactions		
11947	Phoenix Supply					
	01-252-000-0000-6424		402.27	inmate supplies	12171	Inmate Supplies
11947	Phoenix Supply		402.27	1 Transactions		
11538	RCB Collections Range Credit Bureau Inc					
	01-252-000-0000-6231		15.13	Employment credit reports		Services & Labor (Incl Contracts)
11538	RCB Collections Range Credit Bureau Inc		15.13	1 Transactions		
9499	Reliance Telephone Systems, Inc					
	01-252-252-0000-6406		900.00	Phone Cards	D-19576	Phone Card Prisoner Welfare
9499	Reliance Telephone Systems, Inc		900.00	1 Transactions		
4761	Sysco Minnesota Inc					
	01-252-000-0000-6418		2,865.65	Groceries	153114987	Groceries
	01-252-000-0000-6420		16.94	Griddle	153114987	Kitchen Supplies
	01-252-000-0000-6418		3,405.45	Groceries	153118570	Groceries
4761	Sysco Minnesota Inc		6,288.04	3 Transactions		
5551	Unclaimed Freight North					
	01-252-000-0000-6424		62.78	eye glasses	009540	Inmate Supplies
5551	Unclaimed Freight North		62.78	1 Transactions		
9642	WEX BANK					
	01-252-000-0000-6330		256.62	Gas	0424007043961	Prisoner Transportation & Travel
9642	WEX BANK		256.62	1 Transactions		
252	DEPT Total:		20,545.17	Corrections	19 Vendors	25 Transactions
253	DEPT			Sentence to Serve		
10452	AT&T Mobility					
	01-253-000-0000-6250		34.99	Foundation Account	287258495419	Telephone
10452	AT&T Mobility		34.99	1 Transactions		
86467	Auto Value Aitkin					
	01-253-000-0000-6405		60.00	ear plugs	40103589	Operating 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
86467	Auto Value Aitkin		60.00		1 Transactions	
8175	Centurylink 01-253-000-0000-6250		11.07	LD/LOCAL	313645966	Telephone
8175	Centurylink		11.07		1 Transactions	
12927	Midwest Machinery Co. 01-253-000-0000-6405		11.95	polycut blade	1488349	Operating Supplies
12927	Midwest Machinery Co.		11.95		1 Transactions	
86235	The Office Shop Inc 01-253-000-0000-6405		28.70	Envelopes	292870-0	Operating Supplies
86235	The Office Shop Inc		28.70		1 Transactions	
253	DEPT Total:		146.71	Sentence to Serve	5 Vendors	5 Transactions
254	DEPT			Enhanced 911 System		
13119	TalkPoint Technologies, Inc 01-254-000-0000-6405		614.70	headsets, Plantronics system	11212	Office & Computer Supplies
13119	TalkPoint Technologies, Inc		614.70		1 Transactions	
254	DEPT Total:		614.70	Enhanced 911 System	1 Vendors	1 Transactions
255	DEPT			General Crime Victim Grant		
8175	Centurylink 01-255-000-0000-6250		2.07	LD/LOCAL	313645966	Telephone
8175	Centurylink		2.07		1 Transactions	
14391	GHA Technologies 01-255-000-0000-6405		440.00	ScanSnap	9951634	Office & Computer Supplies
14391	GHA Technologies		440.00		1 Transactions	
255	DEPT Total:		442.07	General Crime Victim Grant	2 Vendors	2 Transactions
257	DEPT			Community Corrections		
10495	Arrowhead Juvenile Center 01-257-255-0000-6204		900.00	DB Secure	OC201716	Juvenile Detention
				06/10/2017	06/13/2017	0

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 #	
10495 Arrowhead Juvenile Center		900.00	1 Transactions	
783 Canon Financial Services, Inc 01-257-000-0000-6342		140.67	Contract Charge-036 17411854	Office Equipment Rental/Contracts
783 Canon Financial Services, Inc		140.67	1 Transactions	
8175 Centurylink 01-257-000-0000-6220		122.64	LC/LOCAL PROBATION 313645966	Telephone
8175 Centurylink		122.64	1 Transactions	
3195 MCCC, MI 33 01-257-251-0000-6241		30.00	2017 Corrections Users Conf. 2Y1706106	Registration Fee
3195 MCCC, MI 33		30.00	1 Transactions	
11997 Minnesota Monitoring 01-257-267-0000-6341		2,625.00	Electronic home monitoring 4096	Equipment Rental
11997 Minnesota Monitoring		2,625.00	1 Transactions	
87101 North Homes-Standard 01-257-255-0000-6204		1,757.14	DR secure detention 05/01/2017 05/08/2017 0	Juvenile Detention
01-257-255-0000-6204		1,004.08	DS secure detention 05/28/2017 05/31/2017 0	Juvenile Detention
01-257-255-0000-6204		502.04	DB secure detention 05/30/2017 05/31/2017 0	Juvenile Detention
01-257-255-0000-6204		154.00	DR 5/8 transport to court MR 10505	Juvenile Detention
01-257-255-0000-6204		88.00	DS 5/31 transport to court MR10508	Juvenile Detention
01-257-255-0000-6204		88.00	DBS 5/31 transport to court MR10508	Juvenile Detention
87101 North Homes-Standard		3,593.26	6 Transactions	
9489 Redwood Toxicology Laboratory, Inc 01-257-267-0000-6274		350.18	urinalysis testing kits 605124	Drug Testing Fee
9489 Redwood Toxicology Laboratory, Inc		350.18	1 Transactions	
88086 Snyder's Foster Group Home 01-257-255-0000-6204		1,440.00	SW Post Dispos.Foster care 05/05/2017 05/17/2017 0	Juvenile Detention
88086 Snyder's Foster Group Home		1,440.00	1 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	Paid On Bhf #	On Behalf of Name
6097	Verizon Wireless					
	01-257-257-0000-6215		54.29	Verizon Cellular Phone	842105699	Wireless Telephone Services
6097	Verizon Wireless		54.29	1 Transactions		
257	DEPT Total:		9,256.04	Community Corrections	9 Vendors	14 Transactions
390	DEPT			Environmental Health (FBL)		
8175	Centurylink					
	01-390-000-0000-6250		25.04	LD/LOCAL	313645966	Telephone
8175	Centurylink		25.04	1 Transactions		
390	DEPT Total:		25.04	Environmental Health (FBL)	1 Vendors	1 Transactions
391	DEPT			Solid Waste		
8175	Centurylink					
	01-391-000-0000-6250		8.59	LD/LOCAL	313645966	Telephone
8175	Centurylink		8.59	1 Transactions		
2763	J & H Transfer Station-Lakes Sanitary					
	01-391-060-0000-6360		793.35	May recycling contract		Recycling Contract
2763	J & H Transfer Station-Lakes Sanitary		793.35	1 Transactions		
3475	SWAA					
	01-391-000-0000-6241		125.00	2017 Annual conf-Neff		Registration Fee
3475	SWAA		125.00	1 Transactions		
6097	Verizon Wireless					
	01-391-000-0000-6250		59.89	Neff monthly cell phone charge	286252299	Telephone
6097	Verizon Wireless		59.89	1 Transactions		
391	DEPT Total:		986.83	Solid Waste	4 Vendors	4 Transactions
601	DEPT			Extension		
10850	Carlson/David					
	01-601-000-0000-6360		21.40	Extension Mileage	40@.535	Extension Comm Expenses (Not Per Diem)
	01-601-000-0000-6350		35.00	Extension Meeting	6/28/17	Per Diem
10850	Carlson/David		56.40	2 Transactions		

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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
8175	Centurylink 01-601-000-0000-6250		4.66	LD/LOCAL	313645966	Telephone
8175	Centurylink		4.66	1 Transactions		
9440	Dotzler/Sharon A 01-601-000-0000-6350		35.00	Extension Meeting	6/28/17	Per Diem
9440	Dotzler/Sharon A		35.00	1 Transactions		
91345	Elvecrog/Roberta C 01-601-000-0000-6350		35.00	Extension Meeting	6/28/17	Per Diem
91345	Elvecrog/Roberta C		35.00	1 Transactions		
12045	Janzen/Joy 01-601-000-0000-6360		9.63	Extension Mileage	18@.535	Extension Comm Expenses (Not Per Diem)
	01-601-000-0000-6350		35.00	Extension Meeting	6/28/17	Per Diem
12045	Janzen/Joy		44.63	2 Transactions		
90853	Mickelson/Bonnie H 01-601-000-0000-6350		35.00	Extension Meeting	6/28/17	Per Diem
90853	Mickelson/Bonnie H		35.00	1 Transactions		
601	DEPT Total:		210.69	Extension	6 Vendors	8 Transactions
700	DEPT			Promotion,AEOA Tran,Airport,RC&D,To		
85	Aitkin Co Growth Inc 01-700-909-0000-6801		1,000.00	Grant #176	5/23 board	Appropriations-Grant
85	Aitkin Co Growth Inc		1,000.00	1 Transactions		
11458	MSPN 01-700-909-0000-6800		300.00	April/May ad-Mn off Road Mag	14963	Tourism Miscellaneous
	01-700-909-0000-6800		868.00	Ad in ADVENTURES	15066	Tourism Miscellaneous
	01-700-909-0000-6800		300.00	June/July ad-Mn off Road Mag	15083	Tourism Miscellaneous
11458	MSPN		1,468.00	3 Transactions		
14515	Regents of the University of Minnesota 01-700-909-0000-6800		3,000.00	Access Mat Research Project	6622	Tourism Miscellaneous
14515	Regents of the University of Minnesota		3,000.00	1 Transactions		

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 1 General Fund

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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>
700	DEPT Total:		Promotion,AEOA Tran,Airport,RC&D,T	3 Vendors	5 Transactions
711	DEPT		Economic Development		
	8175 Centurylink				
	01-711-000-0000-6250	10.97	LD/LOCAL	313645966	Telephone
	8175 Centurylink	10.97		1 Transactions	
711	DEPT Total:	10.97	Economic Development	1 Vendors	1 Transactions
1	Fund Total:	141,892.69	General Fund		208 Transactions

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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>
0	DEPT			Undesignated		
	13602 Hughley/Josh					
	03-000-000-0000-5857		500.00	DEPOSIT REFUND		Culverts
	13602 Hughley/Josh		500.00	1 Transactions		
0	DEPT Total:		500.00	Undesignated	1 Vendors	1 Transactions
301	DEPT			R&B Administration		
	89541 Culligan					
	03-301-000-0000-6400		10.50	JUL EQUIP RENTAL	STMT	Supplies And Materials
	89541 Culligan		10.50	1 Transactions		
	3963 Quale/Michael J					
	03-301-000-0000-6296		5.00	DISTRICT 3 MTG - LUNCH - WILKE		Meeting Expense/Physicals
	3963 Quale/Michael J		5.00	1 Transactions		
	86235 The Office Shop Inc					
	03-301-000-0000-6400		545.60	CONTRACT	292904-0	Supplies And Materials
	86235 The Office Shop Inc		545.60	1 Transactions		
301	DEPT Total:		561.10	R&B Administration	3 Vendors	3 Transactions
302	DEPT			R&B Engineering/Construction		
	2880 Long Lake Conservation Ctr					
	03-302-000-0000-6296		62.00	SAFETY DAY	209	Meeting Expense/Physicals
	2880 Long Lake Conservation Ctr		62.00	1 Transactions		
	86235 The Office Shop Inc					
	03-302-000-0000-6449		9.99	ENGINEER SUPPLIES	292855-0	Rd/Br Engr. Supplies
	86235 The Office Shop Inc		9.99	1 Transactions		
302	DEPT Total:		71.99	R&B Engineering/Construction	2 Vendors	2 Transactions
303	DEPT			R&B Highway Maintenance		
	657 Aitkin Glass Service					
	03-303-000-0000-6590		294.23	REPAIR PARTS	13823	Repair & Maintenance Supplies
	657 Aitkin Glass Service		294.23	1 Transactions		

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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
10452	AT&T Mobility 03-303-000-0000-6254		34.99	PAUL'S IPAD SERVICE	287266104878X0	Utilities
10452	AT&T Mobility		34.99	1 Transactions		
86467	Auto Value Aitkin 03-303-000-0000-6590		700.36	REPAIR PARTS	40102011	Repair & Maintenance Supplies
	03-303-000-0000-6590		144.44-	REPAIR PARTS	40102236	Repair & Maintenance Supplies
	03-303-000-0000-6590		66.02	FILTERS	40102699	Repair & Maintenance Supplies
	03-303-000-0000-6590		48.50	FILTERS	40102700	Repair & Maintenance Supplies
	03-303-000-0000-6590		353.17	REPAIR PARTS	40102819	Repair & Maintenance Supplies
	03-303-000-0000-6590		346.06	REPAIR PARTS	40102821	Repair & Maintenance Supplies
	03-303-000-0000-6590		111.12-	REPAIR PARTS	40102850	Repair & Maintenance Supplies
	03-303-000-0000-6590		7.99	REPAIR PARTS	40103123	Repair & Maintenance Supplies
	03-303-000-0000-6590		353.17-	REPAIR PARTS	U40102820	Repair & Maintenance Supplies
86467	Auto Value Aitkin		913.37	9 Transactions		
14504	Bobenmoyer/Jared 03-303-000-0000-6411		144.99	WORK BOOTS REIMBURSEMENT	7089	Safety Footwear
14504	Bobenmoyer/Jared		144.99	1 Transactions		
8175	Centurylink 03-303-000-0000-6254		46.98	LD/LOCAL	313645966	Utilities
8175	Centurylink		46.98	1 Transactions		
7935	East Central Energy 03-303-000-0000-6254		168.50	MAY-JUN POWER-MCGRATH	70415419	Utilities
7935	East Central Energy		168.50	1 Transactions		
11180	Fastenal Company 03-303-000-0000-6298		220.04	AITKIN SHOP SUPPLIES	MNBAX207185	Shop Maintenance
11180	Fastenal Company		220.04	1 Transactions		
8622	Frontier 03-303-000-0000-6254		66.03	JACOBSON	218-752-6591	Utilities
	03-303-000-0000-6254		66.03	MCGREGOR	218-768-4481	Utilities
	03-303-000-0000-6254		66.03	PALISADE	218-845-2607	Utilities
	03-303-000-0000-6254		66.03	MCGRATH	320-592-3580	Utilities
8622	Frontier		264.12	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
13468	G & K Services 03-303-000-0000-6298		36.38	SHOP LAUNDRY	6043804477	Shop Maintenance
	03-303-000-0000-6298		21.37	SHOP LAUNDRY	6043810110	Shop Maintenance
13468	G & K Services		57.75	2 Transactions		
1880	Gravelle Plumbing & Heating, Inc 03-303-000-0000-6298		10.16	AITKIN SHOP	74346	Shop Maintenance
1880	Gravelle Plumbing & Heating, Inc		10.16	1 Transactions		
2340	Hyytinen Hardware Hank 03-303-000-0000-6298		7.37	AITKIN SHOP SUPPLIES	1397691	Shop Maintenance
	03-303-000-0000-6298		12.98	AITKIN SHOP SUPPLIES	1398757	Shop Maintenance
	03-303-000-0000-6298		35.77	AITKIN SHOP SUPPLIES	1398953	Shop Maintenance
	03-303-000-0000-6516		14.96	SIGN SUPPLIES	1399401	Signs & Posts
	03-303-000-0000-6298		1.54	AITKIN SHOP SUPPLIES	1401926	Shop Maintenance
	03-303-000-0000-6590		7.48	REPAIR PARTS	1402241	Repair & Maintenance Supplies
	03-303-000-0000-6298		20.98	AITKIN SHOP SUPPLIES	1403646	Shop Maintenance
2340	Hyytinen Hardware Hank		101.08	7 Transactions		
2763	J & H Transfer Station-Lakes Sanitary 03-303-000-0000-6254		57.65	JULY-PALISADE	122756	Utilities
2763	J & H Transfer Station-Lakes Sanitary		57.65	1 Transactions		
91187	Lake Country Power 03-303-000-0000-6254		54.61	APR-MAY CSAH 14	141979801	Utilities
	03-303-000-0000-6254		53.13	APR-MAY CSAH 6	141979901	Utilities
91187	Lake Country Power		107.74	2 Transactions		
2880	Long Lake Conservation Ctr 03-303-000-0000-6296		356.50	SAFETY DAY	209	Meeting Expense/Physicals
2880	Long Lake Conservation Ctr		356.50	1 Transactions		
2941	M R Sign Co Inc 03-303-000-0000-6516		468.80	55 MPH SIGN	196001	Signs & Posts
2941	M R Sign Co Inc		468.80	1 Transactions		
10824	Maney International Inc 03-303-000-0000-6590		62.73	REPAIR PARTS	757739	Repair & Maintenance Supplies
	03-303-000-0000-6590		163.34	REPAIR PARTS	757746	Repair & Maintenance 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
10824	Maney International Inc		REPAIR PARTS	757774	Repair & Maintenance Supplies	
				3 Transactions		
13858	MANSFIELD OIL COMPANY		AITKIN DIESEL	285126	Motor Fuel & Lubricants	
13858	MANSFIELD OIL COMPANY			1 Transactions		
12927	Midwest Machinery Co.		FILTERS	1477976	Repair & Maintenance Supplies	
			REPAIR PARTS	1478430	Repair & Maintenance Supplies	
			FILTERS	1482359	Repair & Maintenance Supplies	
			REPAIR PARTS	1488711	Repair & Maintenance Supplies	
12927	Midwest Machinery Co.			4 Transactions		
8691	Northland Hydraulic Service		REPAIR PARTS	8961	Repair & Maintenance Supplies	
			REPAIR LABOR	8961	Repair & Maintenance Supplies	
8691	Northland Hydraulic Service			2 Transactions		
10412	O'Reilly Auto Parts		AITKIN SHOP	1878-364295	Shop Maintenance	
10412	O'Reilly Auto Parts			1 Transactions		
3760	Palisade Cooperative Oil Assoc		GASOLINE	369780	Motor Fuel & Lubricants	
			GASOLINE	370273	Motor Fuel & Lubricants	
			GASOLINE	370995	Motor Fuel & Lubricants	
3760	Palisade Cooperative Oil Assoc			3 Transactions		
3950	Public Utilities		HWY 210 W & CR 28	02-00059455-00	Utilities	
			AITKIN SHOP: WATER	02-00063335-00	Utilities	
			HWY 47 & CR 12	02-00064092-00	Utilities	
			HWY 210/169 E & CR 12	0200063388-000	Utilities	
3950	Public Utilities			4 Transactions		
8208	Royal Tire, Inc		TIRES	317-27490	Repair & Maintenance Supplies	

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Vendor Name	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
No. Account/Formula	Accr	Amount	Service Dates	On Behalf of Name
			Paid On Bhf #	
8208 Royal Tire, Inc		1,225.64	1 Transactions	
10257 Sadie Llama Designs				
03-303-000-0000-6516		36.00	E-911 SIGNING	85828.7319 Signs & Posts
10257 Sadie Llama Designs		36.00	1 Transactions	
90805 Temco				
03-303-000-0000-6521		104.00	BEAVER SUPPLIES	21544 Maintenance Supplies
03-303-000-0000-6590		37.40	REPAIR PARTS	21569 Repair & Maintenance Supplies
90805 Temco		141.40	2 Transactions	
12125 Titan Machinery				
03-303-000-0000-6590		361.39	REPAIR PARTS	9548459GP Repair & Maintenance Supplies
12125 Titan Machinery		361.39	1 Transactions	
7758 Traffic Marking Service Inc.				
03-303-000-0000-6514		1,596.65	PAVEMENT MARKING	9125 Pavement Striping
7758 Traffic Marking Service Inc.		1,596.65	1 Transactions	
4988 Viking Industrial Center				
03-303-000-0000-6298		108.80	SAFETY SUPPLIES	3110048 Shop Maintenance
4988 Viking Industrial Center		108.80	1 Transactions	
5295 Ziegler Inc				
03-303-000-0000-6590		4.49	REPAIR PARTS	PC190067889 Repair & Maintenance Supplies
03-303-000-0000-6590		89.87	REPAIR PARTS	PC190067890 Repair & Maintenance Supplies
03-303-000-0000-6590		76.74	FILTERS	PC190067891 Repair & Maintenance Supplies
03-303-000-0000-6590		3.56	REPAIR PARTS	PC190067891 Repair & Maintenance Supplies
03-303-000-0000-6590		4.67	REPAIR PARTS	PC190067939 Repair & Maintenance Supplies
03-303-000-0000-6590		145.39	REPAIR PARTS	PC190067940 Repair & Maintenance Supplies
03-303-000-0000-6590		65.70	REPAIR PARTS	PC190067977 Repair & Maintenance Supplies
03-303-000-0000-6590		1,920.50	8' CUTTING EDGES	PC190067978 Repair & Maintenance Supplies
5295 Ziegler Inc		2,310.92	8 Transactions	
303 DEPT Total:		25,024.64	R&B Highway Maintenance	29 Vendors 67 Transactions
307 DEPT			R&B Capital Infrastructure	
86222 Aitkin Independent Age				
03-307-000-0000-6230		126.00	CP 001-090-030 AD FOR BID	Printing & Publishing

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
		Amount			
86222	Aitkin Independent Age	126.00		1 Transactions	
9802	Kragness/Conrad				
	03-307-000-0000-6362	16.23	PAID DEED TAX ON PROP ACQ	PARC NO.S 1 &	Right Of Way
9802	Kragness/Conrad	16.23		1 Transactions	
307	DEPT Total:	142.23	R&B Capital Infrastructure	2 Vendors	2 Transactions
3	Fund Total:	26,299.96	Road & Bridge		75 Transactions

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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		
8175 Centurylink				
05-400-440-0410-6250		LD/LOCAL	313645966	Telephone
05-400-440-0410-6250		LD/LOCAL-HHS	313645966	Telephone
05-400-440-0410-6250		LD/LOCAL PH	313645966	Telephone
8175 Centurylink		118.14		
			3 Transactions	
400 DEPT Total:		118.14	1 Vendors	3 Transactions
420 DEPT		Income Maintenance		
8175 Centurylink				
05-420-600-4800-6250		LD/LOCAL	313645966	Telephone
05-420-600-4800-6250		LD/LOCAL-HHS	313645966	Telephone
05-420-600-4800-6250		LD/LOCAL -IM	313645966	Telephone
05-420-640-4800-6250		LD/LOCAL-CS	313645966	Telephone
8175 Centurylink		363.70		
			4 Transactions	
420 DEPT Total:		363.70	1 Vendors	4 Transactions
430 DEPT		Social Services		
8175 Centurylink				
05-430-700-4800-6250		LD/LOCAL	313645966	Telephone
05-430-700-4800-6250		LD/LOCAL-HHS	313645966	Telephone
05-430-700-4800-6250		LD/LOCAL-SS	313645966	Telephone
8175 Centurylink		556.27		
			3 Transactions	
430 DEPT Total:		556.27	1 Vendors	3 Transactions
5 Fund Total:		1,038.11		10 Transactions

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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		
4101	Raveill/Curt 10-900-000-0000-2300		1,861.25	Bond refund Rec 2972	12641	Timber Permit Bonds
4101	Raveill/Curt		1,861.25	1 Transactions		
900	DEPT Total:		1,861.25	Timber Permit Bonds	1 Vendors	1 Transactions
921	DEPT			Co. Development		
8175	Centurylink 10-921-000-0000-6250		6.31	LD/LOCAL -GIS	313645966	Telephone
	10-921-000-0000-6250		1.66	LD/LOCAL Surveyor	313645966	Telephone
8175	Centurylink		7.97	2 Transactions		
12525	CES Imaging 10-921-000-0000-6405		215.16	Ink, Dan's printer	66256	Office Supplies
12525	CES Imaging		215.16	1 Transactions		
9373	ESRI 10-921-000-0000-6405		3,166.67	GIS Software maint/support 09/16/2017 09/15/2018	93305379 0	Office Supplies
9373	ESRI		3,166.67	1 Transactions		
86235	The Office Shop Inc 10-921-000-0000-6405		8.59	Sorter for surveyor	1027948-0	Office Supplies
86235	The Office Shop Inc		8.59	1 Transactions		
921	DEPT Total:		3,398.39	Co. Development	4 Vendors	5 Transactions
923	DEPT			Forfeited Tax Sales		
10925	Aitkin Co Assessor's Office 10-923-000-0000-6231		850.00	Value estimates land sale prop	2017	Services, Labor, Contracts
10925	Aitkin Co Assessor's Office		850.00	1 Transactions		
10452	AT&T Mobility 10-923-000-0000-6254		128.38	Cell phone 05/18/2017 06/17/2017	287257204209 0	Utilities
10452	AT&T Mobility		128.38	1 Transactions		

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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
86467	Auto Value Aitkin 10-923-000-0000-6590		17.96	Oil, towels	14170114	Repair & Maintenance Supplies
	10-923-000-0000-6590		151.01	Oil, towels	40102614	Repair & Maintenance Supplies
	10-923-000-0000-6590		153.47	oil	40102622	Repair & Maintenance Supplies
86467	Auto Value Aitkin		322.44	3 Transactions		
8175	Centurylink 10-923-000-0000-6250		17.90	LD/LOCAL	313645966	Telephone
8175	Centurylink		17.90	1 Transactions		
9373	ESRI 10-923-000-0000-6405		2,050.00	GIS Software maint/support 09/16/2017 09/15/2018	93305379 0	Office Supplies
9373	ESRI		2,050.00	1 Transactions		
2410	Jacobs/Mark H 10-923-000-0000-6330		46.11	Mileage for MACLA meeting	106@.435	Transportation & Travel
2410	Jacobs/Mark H		46.11	1 Transactions		
9174	Kassbohrer All Terrain Vehicles, Inc 10-923-000-0000-6590		1,471.88	Repair of Piston bully	90249500	Repair & Maintenance Supplies
9174	Kassbohrer All Terrain Vehicles, Inc		1,471.88	1 Transactions		
3100	McGregor Oil 10-923-000-0000-6511		75.76	March Gas		Gas And Oil
	10-923-000-0000-6511		412.05	April Gas		Gas And Oil
3100	McGregor Oil		487.81	2 Transactions		
3760	Palisade Cooperative Oil Assoc 10-923-000-0000-6511		146.47	November gas	ACPARKS	Gas And Oil
3760	Palisade Cooperative Oil Assoc		146.47	1 Transactions		
4010	Rasley Oil Company 10-923-000-0000-6511		1,622.90	June gas	AITCOL&PS	Gas And Oil
4010	Rasley Oil Company		1,622.90	1 Transactions		
923	DEPT Total:		7,143.89	Forfeited Tax Sales	10 Vendors	13 Transactions
10	Fund Total:		12,403.53	Trust		19 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
924	DEPT			Forest Resource		
10452	AT&T Mobility 11-924-000-0000-6250		68.47	Cell phone 05/18/2017 06/17/2017	287257204209 0	Telephone
10452	AT&T Mobility		68.47	1 Transactions		
12526	Bixby/James 11-924-000-0000-6330 11-924-000-0000-6350		14.98 35.00	Mileage Natural Resource Mtg	28@.535 6/20/17	Transportation & Travel Per Diem
12526	Bixby/James		49.98	2 Transactions		
589	Blomberg/Judith 11-924-000-0000-6330 11-924-000-0000-6350		2.68 35.00	Mileage Natural Resource Mtg	5@.535 6/20/17	Transportation & Travel Per Diem
589	Blomberg/Judith		37.68	2 Transactions		
2270	Hoppe/Russell Peter 11-924-000-0000-6330 11-924-000-0000-6350		10.70 35.00	Mileage Natural Resource Mtg	20@.535 6/20/17	Transportation & Travel Per Diem
2270	Hoppe/Russell Peter		45.70	2 Transactions		
10890	Insley/Kevin 11-924-000-0000-6330 11-924-000-0000-6350		2.14 35.00	Mileage Natural Resource Mtg	4@.535 6/20/17	Transportation & Travel Per Diem
10890	Insley/Kevin		37.14	2 Transactions		
2448	Janzen/Carroll Mark 11-924-000-0000-6330 11-924-000-0000-6350		9.63 35.00	Mileage Natural Resource Mtg	18@.535 6/20/17	Transportation & Travel Per Diem
2448	Janzen/Carroll Mark		44.63	2 Transactions		
5759	Kitzrow/Donald 11-924-000-0000-6350 11-924-000-0000-6330		35.00 39.59	Natural Resource Mtg Mileage	6/20/17 74@.535	Per Diem Transportation & Travel
5759	Kitzrow/Donald		74.59	2 Transactions		
5784	Lake/Robert 11-924-000-0000-6330 11-924-000-0000-6350		6.42 35.00	Mileage Natural Resource Mtg	12@.535 6/20/17	Transportation & Travel Per Diem

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 #	
5784 Lake/Robert		41.42	2 Transactions	
10906 Shipp/Dale				
11-924-000-0000-6330		21.40	Mileage	40@.535 Transportation & Travel
11-924-000-0000-6350		35.00	Natural Resource Mtg	6/20/17 Per Diem
10906 Shipp/Dale		56.40	2 Transactions	
86235 The Office Shop Inc				
11-924-000-0000-6405		28.98	Ink cartridge - Tracy	1026947-0 Office Supplies
11-924-000-0000-6405		21.99	Ink cartridge - Tracy	1028368-0 Office Supplies
86235 The Office Shop Inc		50.97	2 Transactions	
4927 Turnock/Franklin Allen				
11-924-000-0000-6330		10.70	Mileage	20@.535 Transportation & Travel
11-924-000-0000-6350		35.00	Natural Resource Mtg	6/20/17 Per Diem
4927 Turnock/Franklin Allen		45.70	2 Transactions	
10017 Tveit/Galen				
11-924-000-0000-6330		22.47	Mileage	42@.535 Transportation & Travel
11-924-000-0000-6350		35.00	Natural Resource Mtg	6/20/17 Per Diem
10017 Tveit/Galen		57.47	2 Transactions	
924 DEPT Total:		610.15	Forest Resource	12 Vendors 23 Transactions
925 DEPT			Reforestation	
13725 Beartooth True Value				
11-925-000-0000-6406		53.97	Sprayer TSI	B39853 Field Supplies
13725 Beartooth True Value		53.97	1 Transactions	
91022 Courtemanche/Richard				
11-925-000-0000-6330		47.42	Landscape committee mileage	109@.435 Transportation & Travel
91022 Courtemanche/Richard		47.42	1 Transactions	
10891 Roth Construction				
11-925-000-0000-6231		1,260.00	Work on Barney Road	Services, Labor, Contracts
10891 Roth Construction		1,260.00	1 Transactions	

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7/10/17 10:05AM
11 Forest Development

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>
925 DEPT Total:		1,361.39	Reforestation	3 Vendors	3 Transactions
11 Fund Total:		1,971.54	Forest Development		26 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
521	DEPT			LLCC Administration		
86370	Aitkin Community Education 19-521-000-0000-6230		40.00	Accent Advertising		Printing, Publ & Adv Promotion
86370	Aitkin Community Education		40.00	1 Transactions		
13475	Carlson/Wendie 19-521-000-0000-6400		22.03	camp photos	CVS	Commissary Items
13475	Carlson/Wendie		22.03	1 Transactions		
8622	Frontier 19-521-000-0000-6250		413.99	Service and Long Distance	2187684653	Telephone
8622	Frontier		413.99	1 Transactions		
1829	Goble's Sewer Service Inc. 19-521-000-0000-6231		767.50	pump MH & DH/jet DH	4700	Services, Labor, Contracts
1829	Goble's Sewer Service Inc.		767.50	1 Transactions		
2763	J & H Transfer Station-Lakes Sanitary 19-521-000-0000-6255		92.38	July Garbage service	122791	Garbage
2763	J & H Transfer Station-Lakes Sanitary		92.38	1 Transactions		
3810	Paulbeck's County Market 19-521-000-0000-6400		40.32	POP FOR CANTEEN	7684653	Commissary Items
3810	Paulbeck's County Market		40.32	1 Transactions		
13465	Sandstrom's 19-521-000-0000-6400		314.86	Canteen Candy	159005	Commissary Items
13465	Sandstrom's		314.86	1 Transactions		
4425	Shirts Plus 19-521-000-0000-6400		287.20	16 Cookie hoodies	1056	Commissary Items
	19-521-000-0000-6400		155.40	12 Cookie LS Tees	1056	Commissary Items
	19-521-000-0000-6400		310.80	24 Cookie Hats	1056	Commissary Items
	19-521-000-0000-6400		143.40	12 Wolf hats	1056	Commissary Items
	19-521-000-0000-6400		179.40	12 Beanies	1056	Commissary Items
	19-521-000-0000-6400		1,185.96	150 USB drives,100 Backpks	1057	Commissary Items
	19-521-000-0000-6400		120.70	Staff T-shirts	1076	Commissary Items
4425	Shirts Plus		2,382.86	7 Transactions		

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
521 DEPT Total:		LLCC Administration	8 Vendors	14 Transactions
4,073.94				
522 DEPT		LLCC Education		
2340 Hyytinen Hardware Hank				
19-522-000-0000-6416	10.99	Packing Tape	1401521	Education Supplies
2340 Hyytinen Hardware Hank	10.99		1 Transactions	
9273 Reichert Enterprises, Inc				
19-522-000-0000-6416	580.00	Forkhorn 1 to Moose-Willow	09388	Education Supplies
19-522-000-0000-6416	610.00	Forkhorn 2 to Wealthwood range	09495	Education Supplies
9273 Reichert Enterprises, Inc	1,190.00		2 Transactions	
522 DEPT Total:	1,200.99	LLCC Education	2 Vendors	3 Transactions
523 DEPT		LLCC Food		
5662 McGregor Dairy, Inc				
19-523-000-0000-6418	170.25	Groceries	27015	Groceries-Students
19-523-000-0000-6418	188.67	Groceries	27044	Groceries-Students
5662 McGregor Dairy, Inc	358.92		2 Transactions	
4761 Sysco Minnesota Inc				
19-523-000-0000-6418	971.81	Groceries	153114960	Groceries-Students
4761 Sysco Minnesota Inc	971.81		1 Transactions	
4968 Upper Lakes Foods, Inc				
19-523-000-0000-6418	1,588.54	Groceries	987399-00	Groceries-Students
19-523-000-0000-6420	166.75	kitchen supplies	987399-00	Food Service Supplies
4968 Upper Lakes Foods, Inc	1,755.29		2 Transactions	
523 DEPT Total:	3,086.02	LLCC Food	3 Vendors	5 Transactions
524 DEPT		LLCC Maintenance		
88628 Dalco				
19-524-000-0000-6422	155.35	toilet paper, paper towel,disi	3190496	Janitorial Services/Supplies
88628 Dalco	155.35		1 Transactions	
2340 Hyytinen Hardware Hank				
19-524-000-0000-6422	35.94	Softener salt	1398449	Janitorial Services/Supplies

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 7/10/17 10:05AM
 19 Long Lake Conservation C

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
	19-524-000-0000-6422		Plumbing supplies	1404502	Janitorial Services/Supplies
2340	Hyytinen Hardware Hank		2 Transactions		
524	DEPT Total:		LLCC Maintenance	2 Vendors	3 Transactions
19	Fund Total:		Long Lake Conservation Center		25 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
520	DEPT			Parks		
10452	AT&T Mobility 21-520-000-0000-6250		42.79	Cell phone 05/18/2017 06/17/2017	287257204209 0	Telephone
10452	AT&T Mobility		42.79	1 Transactions		
13725	Beartooth True Value 21-520-000-0000-6590		21.99	Beaver rake	B37978	Repair & Maintenance Supplies
	21-520-000-0000-6590		79.44	Tools, leveler	B38550	Repair & Maintenance Supplies
	21-520-000-0000-6590		114.96	Tools, mowing	B39024	Repair & Maintenance Supplies
	21-520-000-0000-6590		50.97	Tools & paint, Miss Access sig	B39030	Repair & Maintenance Supplies
	21-520-000-0000-6590		12.28	Fly traps, breakers-Jacobson	B39095	Repair & Maintenance Supplies
13725	Beartooth True Value		279.64	5 Transactions		
88628	Dalco 21-520-000-0000-6406		36.66	Towels for Aitkin Park	3190498	Field Supplies
88628	Dalco		36.66	1 Transactions		
10618	Erik's Lawn Service 21-520-000-0000-6231		500.00	Mow Jacobson June	4@125	Services, Labor, Contracts
	21-520-000-0000-6231		640.00	Mow Berglund Park June	4@160	Services, Labor, Contracts
	21-520-000-0000-6231		760.00	Mow Snake River June	4@190	Services, Labor, Contracts
	21-520-000-0000-6231		140.00	Mow Round Lake June	4@35	Services, Labor, Contracts
	21-520-000-0000-6231		380.00	Mow Aitkin June	4@95	Services, Labor, Contracts
10618	Erik's Lawn Service		2,420.00	5 Transactions		
5845	Goble Portable Toilets 21-520-000-0000-6231		155.00	Portable toilets Round Lake	18427	Services, Labor, Contracts
	21-520-000-0000-6231		120.00	Swatara ATV Portable toilets	18427	Services, Labor, Contracts
	21-520-000-0000-6231		155.00	Blind Lake ATV Port. Toilets	18427	Services, Labor, Contracts
	21-520-000-0000-6231		230.00	Lone Lk Beach Portable toilets	18427	Services, Labor, Contracts
5845	Goble Portable Toilets		660.00	4 Transactions		
1829	Goble's Sewer Service Inc. 21-520-000-0000-6231		135.00	Aitkin Pumping 6/14/2017	4732	Services, Labor, Contracts
1829	Goble's Sewer Service Inc.		135.00	1 Transactions		
1880	Gravelle Plumbing & Heating, Inc 21-520-000-0000-6590		184.53	New hot water element Berglund	74529	Repair & Maintenance Supplies

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
1880	Gravelle Plumbing & Heating, Inc				
		184.53	1 Transactions		
2340	Hyytinen Hardware Hank				
	21-520-000-0000-6406	4.99	Nails-Vispo	1397683	Field Supplies
	21-520-000-0000-6406	14.67	Gloves, bowl brush, swabs-park	1398465	Field Supplies
	21-520-000-0000-6406	26.37	Bar-parks	1399280	Field Supplies
	21-520-000-0000-6406	23.88	Nuts, bolts-parks	1399292	Field Supplies
	21-520-000-0000-6406	114.97	Off, seed-Shovel Lake	1400284	Field Supplies
	21-520-000-0000-6406	18.99	Nails-Vispo	1400635	Field Supplies
	21-520-000-0000-6406	18.43	Roller, trays-Jacobson	1400965	Field Supplies
	21-520-000-0000-6406	161.78	Mosquito spray	1401297	Field Supplies
	21-520-000-0000-6406	60.32	Paint, brush-Jacobson	1402208	Field Supplies
	21-520-000-0000-6406	5.49	Lantern-Tax forf	1402465	Field Supplies
	21-520-000-0000-6406	8.63	Hardware-Mowers	1402726	Field Supplies
	21-520-000-0000-6406	4.89	Wood boring bit tools	1402791	Field Supplies
	21-520-000-0000-6406	7.96	Bungee cords-shop	1403556	Field Supplies
	21-520-000-0000-6406	17.76	Knife, caulng gun, glue-shop	1404066	Field Supplies
	21-520-000-0000-6406	24.15	Sawzall blades,bimetal cards	1404254	Field Supplies
2340	Hyytinen Hardware Hank	513.28	15 Transactions		
2763	J & H Transfer Station-Lakes Sanitary				
	21-520-000-0000-6254	102.67	Berglund Park garbage	122847	Utilities
2763	J & H Transfer Station-Lakes Sanitary	102.67	1 Transactions		
12927	Midwest Machinery Co.				
	21-520-000-0000-6590	92.68	Parts for lawnmower	1488856	Repair & Maintenance Supplies
	21-520-000-0000-6590	18.38	Part for Gator	1491271	Repair & Maintenance Supplies
12927	Midwest Machinery Co.	111.06	2 Transactions		
10337	Mille Lacs Driftskippers				
	21-520-000-0000-6802	2,134.34	Redtop trail work	4/27-6/3/17	Trail Grants-State
	21-520-000-0000-6802	5,496.94	Trail work using Special Funds	5/23-6/3/17	Trail Grants-State
10337	Mille Lacs Driftskippers	7,631.28	2 Transactions		
86235	The Office Shop Inc				
	21-520-000-0000-6405	17.52	Paper - parks	1028492-0	Office Supplies
86235	The Office Shop Inc	17.52	1 Transactions		

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 7/10/17 10:05AM
 21 Parks

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>
520	DEPT Total:		12,134.43	Parks	12 Vendors	39 Transactions
21	Fund Total:		12,134.43	Parks		39 Transactions
	Final Total:		204,312.96	237 Vendors	402 Transactions	

Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	141,892.69	General Fund	
	3	26,299.96	Road & Bridge	
	5	1,038.11	Health & Human Services	
	10	12,403.53	Trust	
	11	1,971.54	Forest Development	
	19	8,572.70	Long Lake Conservation Center	
	21	12,134.43	Parks	
	All Funds	204,312.96	Total	Approved by,
			
			



Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Approve Duplicate of Lost Warrant

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: Sara Math	Department: ACHHS Accounting
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Presenter (Name and Title): NA	Estimated Time Needed: NA
--	-------------------------------------

Summary of Issue:
Need to replace lost warrant #106973 issued 05/19/17 to Dawn Waddick for \$297.00.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve replacing lost warrant.

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$
 Is this budgeted? Yes No *Please Explain:*

STATE OF MINNESOTA,)

) ss.

County of Aitkin)

Dawn Waddick

Being duly sworn, on oath says; that he is the owner of a certain Warrant

Dated the 19th day of May 2017, Numbered 106973

Issued by Aitkin County Health and Human Services to

Dawn Waddick in the sum of

\$ 297.00, has been LOST in the manner following, to-wit:

("Lost" or "Destroyed")

Did not receive in the mail.

and that he makes this affidavit for the purpose of having a duplicate thereof issued to him according to law; and to that end herewith files his indemnifying bond, with sureties to be approved, in a sum equal to double the amount of said WARRANT

Client Signature*

Dawn Waddick*

Subscribed and sworn to before me this 19 day of June, 2017.

Annette M. Wilkie

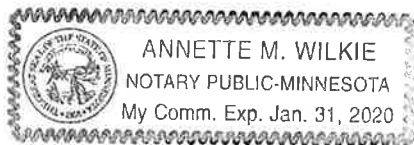
Notary Public

Aitkin

County, Minnesota

My Commission Expires

1-31-2020





Board of County Commissioners Agenda Request

2E
Agenda Item #

Requested Meeting Date: 7/11/2017

Title of Item: Set date: Public hearing - Classification of Tax-forfeited land

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <small>*provide copy of hearing notice that was published</small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Land Commissioner		Department: Land Department
Presenter (Name and Title): Mark Jacobs		Estimated Time Needed: n/a
Summary of Issue: MN Statute 282.01 requires that the County classify County tax forfeited lands as conservation (retain for public benefit) or non-conservation (return to the tax-base) and hold a public hearing to seek input on the decision. The attached draft resolution sets the public hearing for 9/12/2017 at 10 AM at the Court House in Aitkin, MN and has recommended classification from the Land Department and Natural Resources Advisory Committee. On 6/27/2017 the County Board approved a similar resolution for 7/25/2017, but it was later discovered that it did not meet the 60-day notice required by statute.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No Please Explain:		

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

ADOPTED July 11, 2017

By Commissioner: xx

20170711-0xx

Set Public Hearing - Classification of Tax-Forfeited Lands

WHEREAS, MN Statue 282.01 allows the County Board to classify tax-forfeited lands either to be retained in public ownership for public benefits or returned to private ownership, and

WHEREAS, MN Statute 282.01 requires that a public hearing be held to receive comments and recommendations about the pending classifications,

THEREFORE, BE IT RESOLVED, the Aitkin County Board of Commissioners hereby sets a public hearing for Sept 12th, 2017 at 10:00 AM at the Aitkin County Courthouse for the classification of the following parcels of tax-forfeited lands.

This resolution also cancels the public hearing set for July 25th, 2017 at 11:00 am by resolution 20170627-047.

Land Classification 2016 Forfeitures

Pin #	Legal Desc	Sec	Twp	Rge	Proposed Classification
02-1-068900	Thoes Subdivision of Lot 8 of Bridge Park Lot 2	9	52	23	Non-conservation
02-1-070600	Thoes Subdivision of Lot 8 of Bridge Park Lot 19	9	52	23	Non-conservation
17-0-008301	2.53 acres in SW corner of SW-SE less 1.10 acs r/w	7	46	24	Non-conservation
29-1-213600	Sheshebe Point 2 nd Addition W ½ Lot 96	22	49	23	Non-conservation
32-1-073801	Big Sandy Lake Highlands 5 th Addn Lot 154 less 171 x 100 ft & less N 220 ft	34	50	23	Non-conservation
32-1-073902	Big Sandy Lake Highlands 5 th Addn 100 x 200 ft Lot 155 in Doc 225796	34	50	23	Non-conservation
35-1-092000	Enchanted Acres Outlot B	7	49	26	Non-conservation
36-1-080701	Alfreda Addition Lot 6 Blk 1 In Doc 214407	24	45	26	Non-conservation
36-1-080702	Alfreda Addition Lot 6 less part in Doc 214407	24	45	26	Non-conservation
56-0-124900	Unplatted part of SW-NW in B 124 D P 51 less part in Doc 384632	25	47	27	Non-conservation
58-1-006400	McGrath Lot 1 Blk 6	5	43	23	Non-conservation
61-1-011600	Tingdales Original Townsite of Tamarack Lot 11 Blk 2	15	48	22	Non-conservation

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}**

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 11th day of July 2017, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 11th day of July 2017

Jessica Seibert
County Administrator



Board of County Commissioners Agenda Request

2F
Agenda Item #

Requested Meeting Date: 07/11/2017

Title of Item: Donation to Aitkin County Sheriff's Office

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: Sheriff Scott Turner	Department: Sheriff's Office
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Presenter (Name and Title): Sheriff Scott Turner	Estimated Time Needed:
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Summary of Issue:
Accept donation of \$75 to the Aitkin County Sheriff's Office from private citizen Ms. Deloris Goetzke. Ms. Goetzke's annual donation is used for children's safety and drug education materials that are distributed by the sheriff's office.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Accept donation.

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$
 Is this budgeted? Yes No *Please Explain:*
 This is a budgeted revenue item.



Board of County Commissioners Agenda Request

26
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: LG220 Application for Exempt Permit - Lawler Area Community Club

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*

Submitted by: Sally M. Huhta	Department: Auditor's
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Presenter (Name and Title): N/A	Estimated Time Needed: N/A
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Summary of Issue:

Please adopt the following resolution:

BE IT RESOLVED, The Aitkin County Board of Commissioners agrees to approve the Application for Exempt Permit – Form LG220 – of the Lawler Area Community Club, at the following location – Jackson’s Hole, which has an address of 36232 Kestrel Avenue, MN 55760 – Salo Township. (Note: Date of activity for Raffle – November 11, 2017)

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Adopt resolution

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*



Board of County Commissioners Agenda Request

24
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Temporary 3.2% Malt Liquor License

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <small><i>*provide copy of hearing notice that was published</i></small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Sally M. Huhta		Department: Auditor's
Presenter (Name and Title): N/A		Estimated Time Needed: N/A
Summary of Issue: Please approve the following Temporary On Sale 3.2 Malt Liquor License for July 22nd, 2017. ON Sale: Aitkin Fire Department, d/b/a Aitkin Fire Department Relief Association – Aitkin Township		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve Temporary On Sale 3.2 Malt Liquor License as requested.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		



Board of County Commissioners Agenda Request

21
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Authorization to Sell Used Culverts

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: John Welle	Department: Highway Department
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Presenter (Name and Title): NA	Estimated Time Needed: NA
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Summary of Issue:
Five used culverts ranging from 60-72 inches in diameter and 20-42 feet in length have been identified for public auction.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Authorize sale of five used culverts.

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$
 Is this budgeted? Yes No *Please Explain:*



Board of County Commissioners Agenda Request

25
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Award Contract No. 20174

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: John Welle	Department: Highway Department
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Presenter (Name and Title): John Welle	Estimated Time Needed: NA
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Summary of Issue:
Bids were opened on Monday, July 3, 2017 for Contract No. 20174 which includes processing of 117,000 tons of aggregate at five pit locations throughout Aitkin County, including 7,000 tons for the Land Department at one of their pit locations. From the attached abstract of bids, the low bid was submitted by Ferguson Brothers Excavating of Alexandria, MN.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve attached resolution.

Financial Impact:
 Is there a cost associated with this request? Yes No
 What is the total cost, with tax and shipping? \$ Estimated total cost: \$187,300
 Is this budgeted? Yes No *Please Explain:*

**Aitkin County
Project Bid Abstract**

Project Name: 2017 Aggregate Crushing
Client: Aitkin County
Bid Opening: 7/3/2017, 2:00 PM

Contract No.: 20174
Project No.: CP 001-090-030
Owner: Aitkin, Minnesota

Project: CP 001-090-030 - 2017 Aggregate Crushing				Engineers Estimate		Ferguson Brothers Excavating, Inc - Alexandria, MN		TNT Aggregates, LLC - Grand Rapids, MN		Hard Rock Screening LLC. - Little Falls, MN	
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
5	2211.505 STOCKPILE AGGREGATE CLASS 5 - SITE E	TON	7000	\$4.50	\$31,500.00	\$2.20	\$15,400.00	\$2.60	\$18,200.00	\$6.00	\$42,000.00
1	2211.505 STOCKPILE AGGREGATE CLASS 5 MOD - SITE A	TON	20000	\$3.10	\$62,000.00	\$1.59	\$31,800.00	\$2.55	\$51,000.00	\$2.75	\$55,000.00
2	2211.505 STOCKPILE AGGREGATE CLASS 5 MOD - SITE B	TON	30000	\$2.85	\$85,500.00	\$1.55	\$46,500.00	\$2.55	\$76,500.00	\$2.50	\$75,000.00
3	2211.505 STOCKPILE AGGREGATE CLASS 6 MOD - SITE C	TON	30000	\$2.75	\$82,500.00	\$1.55	\$46,500.00	\$2.55	\$76,500.00	\$2.75	\$82,500.00
4	2211.505 STOCKPILE AGGREGATE CLASS 6 MOD - SITE D	TON	30000	\$2.75	\$82,500.00	\$1.57	\$47,100.00	\$2.55	\$76,500.00	\$3.25	\$97,500.00
Totals for Project CP 001-090-030						\$344,000.00		\$187,300.00		\$298,700.00	\$352,000.00
% of Estimate for Project CP 001-090-030								-45.55%		-13.17%	2.33%

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

Certified By:  **License No.** 24340
Date: 7-3-17

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

ADOPTED July 11, 2017

By Commissioner: xx

20170711-0xx

Award Contract No. 20174

WHEREAS, Contract No. 20174 is for construction of C.P. 001-090-030, and

WHEREAS, sealed bids were opened for this project at 2:00 p.m. on Monday, July 3, 2017 with a total of three bids received, and

WHEREAS, Ferguson Brothers Excavating, Inc. – Alexandria, MN was the lowest responsible bidder in the amount of \$187,300.

THEREFORE, BE IT RESOLVED, that, Ferguson Brothers Excavating, Inc. is awarded Contract No. 20174.

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

Commissioner 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}**

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 11th day of July 2017, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 11th day of July 2017

Jessica Seibert
County Administrator



Board of County Commissioners Agenda Request

2L
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Set Public Hearing for Buffer Ordinance

<input type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*
<i>*provide copy of hearing notice that was published</i>		

Submitted by: Terry Neff, Environmental Services Director	Department: Environmental Services
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Presenter (Name and Title): Terry Neff, Environmental Services Director	Estimated Time Needed: N/A
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Summary of Issue:

In 2015 the Legislature adopted Chapter 4 creating a water quality buffer initiative which authorizes Counties to assume jurisdiction over the compliance provisions of this initiative. On June 13, 2016, the County Board of Commissioners adopted a resolution which affirms Aitkin County's jurisdiction to administer and enforce the provisions of the water quality initiative. In doing so, the County must adopt an Ordinance to carry out the compliance provisions of the initiative. The notice and public hearing on the proposed Buffer Ordinance are the next steps in the Ordinance adoption process.

Alternatives, Options, Effects on Others/Comments:

Failure to hold a public hearing and adopt an Ordinance would violate the compliance provisions of Mn Statute 103B.101 and 103F.48.

Recommended Action/Motion:

Set a public hearing for September 12, 2017, at 9:30am.

Financial Impact:

Is there a cost associated with this request? Yes No


What is the total cost, with tax and shipping? \$ 40,000.00

Is this budgeted? Yes No *Please Explain:*

Aitkin County Environmental Services Planning and Zoning
209 Second Street NW
Room 100
Aitkin, MN 56431
Phone: 218-927-7342
Fax: 218-927-4372



MEMORANDUM

DATE: June 29, 2017
TO: Aitkin County Board of Commissioners
FROM: Terry Neff, Environmental Services Director 
RE: Public Hearing for Adoption of Aitkin County Buffer Ordinance

On June 13, 2017, the Aitkin County Board of Commissioners adopted a resolution electing jurisdiction to carry out the compliance provisions of MN Statutes 103B.101, Subd.12a and 103F.48 (the buffer law). In doing so, the County must adopt an Ordinance to carry out the compliance provisions.

Commissioner Anne Marcotte, Commissioner Bill Pratt, County Highway Engineer John Welle, SWCD Manager Steve Hughes and myself have reviewed the enclosed draft Buffer Ordinance. The draft is based off the model Ordinance created by the Board of Water and Soil Resources in order to fulfill the requirements of the above mentioned Statutes.

At the July 11, 2017 Aitkin County Board of Commissioners meeting I will request approval to hold a public hearing on the proposed Buffer Ordinance and answer any questions the Board may have on the Ordinance or adoption process. The County Board will have to determine when, and before whom, to hold the public hearing. Enclosed is a proposed notice of hearing to adopt the Buffer Ordinance.

If you have any questions prior to the meeting, please contact me at 218-927-7342 or by e-mail at tneff@co.aitkin.mn.us.

enclosures

c:\ctybrd\ctybrd2017

August 2, 9, and 16, 2017

NOTICE OF HEARING

The Aitkin County Planning Commission will hold a public hearing on the adoption of the Aitkin County Buffer Ordinance. The hearing will be conducted on August 21, 2017, at 4:00pm in the Aitkin County Board of Commissioners Room of the Aitkin County Courthouse. The Planning Commission will make a recommendation on the adoption of the Buffer Ordinance to the County Board of Commissioners for final review at a regularly scheduled board meeting on September 12, 2017, at 9:30am.

The Aitkin County Buffer Ordinance is proposed for adoption in order to meet the requirements of MN Statutes 103B101, Subd.12a and MN Statutes 103E.48. The Buffer Ordinance identifies the width of buffer areas required on public ditches as shown on a buffer protection map, describes how to measure the buffer width, explains the uses that are allowed within the buffer area, allowed exemptions to the buffer requirements and alternative buffer practices. The remainder of the Ordinance explains how the County will handle complaints, noncompliance issues and enforcement.

The above is only a summary; a full text is available for public review at the Aitkin County Planning and Zoning Office and the Aitkin County Auditor's Office in the Aitkin County Courthouse during regular business hours. A copy of the proposed Buffer Ordinance can also be viewed in its entirety on the Aitkin County website at www.co.aitkin.mn.us. Comments can be submitted in writing to the Aitkin County Planning and Zoning Office: 209 2nd St NW, Rm 100, Aitkin, MN 56431, by facsimile (218) 927-4372, or by e-mail to aitkinpz@co.aitkin.mn.us before 4:00pm on August 18, 2017. Please include a full name and complete mailing address with all correspondences.

c:\ordinance\noticeofhearing

6/29/17 DRAFT - AITKIN COUNTY BUFFER ORDINANCE

1.0 STATUTORY AUTHORIZATION AND POLICY

1.1 **Statutory Authorization.** This buffer ordinance is adopted pursuant to the authorization and policies contained in Minn. Stat. 103F.48 and the county planning and zoning enabling legislation in Minn. Stat. Chapter 394.

1.2 **Purpose and Intent.** It is the purpose and intent of the County to:

A. Provide for riparian vegetated buffers and water quality practices to achieve the following purposes:

- (1) Protect state water resources from erosion and runoff pollution;
- (2) Stabilize soils, shores and banks; and
- (3) Protect or provide riparian corridors.

B. Coordinate the implementation and enforcement of the water resources riparian protection requirements of Minn. Stat. 103F.48 with the shoreland management rules and ordinances adopted under the authority of Minn. Stat. 103F.201 to 103F.227 adopted under the authority of and the management of public drainage systems established under Minn. Stat. Chapter 103E where applicable; and

C. Provide efficient and effective direction to landowners and protection of surface water quality and related land resources.

2.0 DEFINITIONS AND GENERAL PROVISIONS

2.1 **Definitions.** Unless specifically defined below, words or phrases used in this ordinance shall be interpreted to give them the same meaning they have in common usage and to give this ordinance its most reasonable application. For the purpose of this ordinance, the words “must” and “shall” are mandatory and not permissive. All distances, unless otherwise specified, are measured horizontally.

2.1.1 **“Buffer”** has the meaning provided in Minn. Stat. 103F.48, Subd.1(c).

2.1.2 **“Buffer protection map”** has the meaning provided in Minn. Stat. 103F.48, Subd.1(d) and available on the Department of Natural Resources website.

2.1.3 **“BWSR”** means the Board of Water and Soil Resources.

2.1.4 **“County”** means Aitkin County a political subdivision in the state of Minnesota.

2.1.5 **“Cultivation farming”** means practices that disturb root or soil structure or that impair the viability of perennial vegetation due to cutting or harvesting near the soil surface.

2.1.6 **“Drainage authority”** has the meaning provided in Minn. Stat. 103E.005, subd.9.

2.1.7 **“Local water management authority”** has the meaning provided in Minn. Stat. 103F.48, Subd.1(g).

2.1.8 **“Normal water level”** means the level evidenced by the long-term presence of surface water as indicated directly by hydrophytic plants or hydric soils or indirectly determined via hydrological models or analysis.

2.1.9 **“Public drainage system”** has the meaning given in Minn. Stat. 103E.005, subd.12.

2.1.10 **“SWCD”** means the Aitkin County Soil and Water Conservation District.

2.2 Severability. If any section, clause, provision or portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected thereby.

2.3 Interpretation. In their interpretation and application, the provisions of this ordinance shall be held to be minimum requirements and shall be liberally construed in favor of the governing body and shall not be deemed a limitation or repeal of any other powers granted by State Statutes.

2.4 Data sharing/management.

2.3.1 The county may enter into arrangements with an SWCD, a watershed district if applicable, BWSR and other parties with respect to the creation and maintenance of, and access to, data concerning buffers and alternative practices under this ordinance.

2.3.2 The County will manage all such data in accordance with the Minnesota Data Practices Act and any other applicable laws.

3.0 JURISDICTION

3.1 Jurisdiction. The provisions of this ordinance apply to all waters, including public drainage systems for which the County is the drainage authority under Minn. Stat. Chapter 103E, shown on the buffer protection map.

4.0 BUFFER REQUIREMENTS

4.1 Compliance determinations. Compliance status will be determined by the soil and water conservation district on a parcel by parcel basis as identified by a unique locally defined property identification number or description and the compliance status of each bank, or edge of a water body on an individual parcel will be determined independently.

4.2 Buffer width. Except as provided in subsection 4.5, a landowner must establish and maintain a buffer area as follows:

(a) Fifty (50) foot average width and a thirty (30) foot minimum width buffer as measured according to subsection 4.3 for waters shown on the buffer protection map requiring said width, unless a greater width is required in Sections 5.31 and 5.62 of the Aitkin County Shoreland Management Ordinance.

(b) Sixteen and a half (16.5) foot minimum width buffer as measured according to subsection 4.3 for waters shown on the buffer protection map requiring said width, unless a greater width is required in Sections 5.31 and 5.62 of the Aitkin County Shoreland Management Ordinance.

(c) Compliance with subsection 4.2(a) and (b) also constitutes compliance with Aitkin County Shoreland Management Ordinance Section 5.62.

4.3 Measurement.

(a) The measurement of the required buffer on land adjacent to a water requiring a fifty (50) foot average width and a thirty (30) foot minimum width buffer must be from the top or crown of the bank. Where there is no defined bank, measurement must be from the edge of the normal water level.

(b) The measurement of the required buffer on land adjacent to a water requiring a sixteen and a half (16.5) foot minimum width buffer must be in the same manner as for measuring the vegetated grass strip under Minn. Stat. 103E.021.

4.4 Use of Buffer Area. A buffer as defined in this ordinance may not be put to any use that would remove or prevent the permanent growth of perennial

vegetation, such as cultivation farming, except as provided in sections 4.5 and 4.6.

4.5 Exemptions. The requirement of subsection 4.1 does not apply to land that is exempted under Minn.Stat.103F.48, Subd.5.

4.6 Alternative Practices. An owner of land that is used for cultivation farming may demonstrate compliance with subsection 4.2 by establishing and maintaining an alternative riparian water quality practice(s), or combination of structural, vegetative, and management practice(s) which provide water quality protection comparable to the water quality protection provided by a required buffer as defined in subsections 4.1 to 4.3, based on:

(a) the Natural Resources Conservation Service Field Office Technical Guide ; or

(b) Other practices adopted by BWSR.

5.0 COMPLIANCE DETERMINATIONS

5.1 Notification of Noncompliance. When the County observes a potential noncompliance or receives a third party complaint from a private individual or entity, or from another public agency, it will consult with the SWCD to determine the appropriate course of action to confirm compliance status. This may include communication with the landowner or operator, inspection or other appropriate steps necessary to verify the compliance status of the parcel. On the basis of this coordination, the SWCD may issue a notification of noncompliance to the County. If the SWCD does not issue such a notification, the County will not pursue a compliance or enforcement action under Minnesota Statutes 103F.48 and subsection 6.2.

5.1.1 At anytime during noncompliance, the landowner or operator may provide documentation of compliance to the SWCD. The SWCD will evaluate the documentation, or review the buffer and/or alternative practices to determine if the parcel is in compliance and issue its determination in writing to the landowner or operator. The SWCD may issue a validation of compliance if applicable and requested by the landowner or operator. A validation of compliance must also be sent to the County. The SWCD must send a copy of a noncompliance determination to the County and BWSR.

5.2 Corrective Action Notice. On receipt of a notification of noncompliance, the County will issue the landowner of record a corrective action notice that will:

(a) include a list of corrective actions needed to come into compliance with the requirements of Minn. Stat, 103F.48;

(b) provide a time line for complying with this notice;

(c) provide a compliance standard against which it will judge the corrective action; and

(d) include a statement that failure to respond to this notice will result in criminal charges filed by the County.

The County in its judgment also may name as a responsible party a tenant of other person with control over that part of the property subject to section 4.0. The County may deliver or transmit the corrective action notice by any means reasonably determined to reach the landowner or operator, and will document receipt. However, a failure to document receipt will not preclude the County from demonstrating receipt or knowledge of the corrective action notice in an enforcement proceeding under section 6.0. The County must send a copy of the notice to the SWCD and BWSR.

5.2.1 At any time during noncompliance, the landowner or operator may provide documentation of compliance to the SWCD or County. In addition, the landowner or operator may supply information in support of a request to modify a corrective action or the timeline for compliance. On the basis of any such submittal or at its own discretion, the County, in writing, may modify the corrective action notice and timeline in accordance with this section. The SWCD should determine if the noncompliance has been fully corrected and issue its determination in writing to the landowner or operator and the County.

5.2.2 The SWCD may issue a validation of compliance if requested by the landowner. On County receipt of the validation the corrective action notice will be deemed withdrawn for the purpose of section 6.0, and the subject property will not be subject to enforcement under that section.

5.2.3 A notice of noncompliance is not considered a final decision subject to appeal to BWSR.

6.0 ENFORCEMENT

6.1 A landowner who does not comply with the corrective action notice issued under section 5.0 shall be remedied as a misdemeanor and shall be punishable as defined by law.

6.2 Any person, firm or corporation who violates, disobeys, omits, neglects or refuses to comply with, or who resists the enforcement of any other provisions of this ordinance shall be guilty of a misdemeanor, punishable by \$1000.00 and/or 90 days imprisonment or both. Each day that a violation is permitted to exist

shall constitute a separate offense. The County Attorney shall have the authority to prosecute any and all violations of this Ordinance.

6.3 In the event of a violation or a threatened violation of this ordinance, Aitkin County, in addition to other remedies, may institute appropriate actions or proceedings to prevent, restrain, or abate such violations or threatened violations. The County may and is empowered to issue citations for violations of this Ordinance.

Adopted by the Aitkin County Board of Commissioners this ___th___ Day of
_____, 2017.

Chairperson
Aitkin County Board of Commissioners

Attest:

Kirk Peysar
Aitkin County Auditor

Approved as to Form:

Jim Ratz
Aitkin County Attorney



Board of County Commissioners Agenda Request

3A
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Employee Recognition

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <small>*provide copy of hearing notice that was published</small>	<input type="checkbox"/> Direction Requested <input checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Bobbie Danielson, Human Resources Director	Department: Human Resources Department
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Presenter (Name and Title): Bobbie Danielson, Human Resources Director	Estimated Time Needed: 5 minutes
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Summary of Issue:
 Employees who have completed 25 years of service or more (in 5 year increments) are formally recognized by presenting them with an award for their achievement. The following employees reached milestones during the 2nd quarter of 2017:

- Debra Tuper, 25 years of service, Social Worker in the Health and Human Services Department.

Alternatives, Options, Effects on Others/Comments:
 None

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No Please Explain:

Legally binding agreements must have County Attorney approval prior to submission.



Board of County Commissioners Agenda Request

4A

Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Individual Disaster Abatement - Parcel 07-0-047701 for 2015 Payable

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
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Submitted by: Mike Dangers	Department: County Assessor
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Presenter (Name and Title): Mike Dangers, County Assessor	Estimated Time Needed: 10 minutes
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Summary of Issue:
 At the June 13, 2017, County Board meeting, a brief presentation was given describing what individual disaster abatements are and how they work. Today we will consider a specific case.

Parcel 07-0-047701 had a fire in April 2015 that destroyed the house and attached garage. Please see the photos on the attached page. The building value reduction was \$66,800 due to the total loss of this structure. A detached garage, apron, and salvage barn shed were not damaged.

Since the destroyed buildings were unusable for 8 full months of 2015, the tax reduction due to the disaster is prorated as follows:

2015 Payable Tax Before Disaster: \$1608
 2015 Payable Tax After Disaster: \$1120
 Number of Months Unusable: 8
 Calculation According to Statute: (1608-1120) x (8/12)
 2015 Payable Abatement Amount: \$326

This situation meets the statutory requirements of the disaster abatement program.

Alternatives, Options, Effects on Others/Comments:
 Approval of this abatement may encourage others with similar situations to request the same tax relief. While the volume of these abatements is not expected to be large, we cannot accurately predict this volume. Each of these cases will be brought to the County Board for their consideration.

Recommended Action/Motion:
 I recommend the Board approve a motion to grant this abatement. If approved, paperwork will begin to process this as soon as possible. Please contact Mike with any questions.

Financial Impact:
Is there a cost associated with this request? Yes No
What is the total cost, with tax and shipping? \$ 326 not including staff time
Is this budgeted? Yes No *Please Explain:*
 This type of abatement is not eligible for State reimbursement.

Destroyed Building on

Parcel 07-0-047701





Board of County Commissioners Agenda Request

48
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Subscriber Access to Assessor Photos on LINK GIS

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Mike Dangers	Department: County Assessor
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Presenter (Name and Title): Mike Dangers, County Assessor	Estimated Time Needed: 10 minutes
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Summary of Issue:

Aitkin County has offered a premium paid subscription service on the GIS website for several years. This subscription allows a user to access items such as building square footage, sales information, and building sketches. We currently have 17 subscribers that include real estate companies, insurance companies, contractors, and appraisers. The access fee is \$180 per year.

We recently received a request to include the assessor photos as part of this service. The assessor photos database typically includes the front and rear exterior house photos and outbuilding photos. These photos are currently used by internal Aitkin County government users to help identify, value, and classify properties. This data is considered public data but has not previously been made available to the public in this type of format. Some other counties do provide these photos on a subscription basis.

Staff makes an effort to not include images of personal property or people in the database since we have no interest in these types of photos. However, we cannot exclude all instances of these images. If a property owner asks that we not take photos, then staff refrains from taking photos.

Please contact Mike with any questions.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Please pass a motion to either approve or deny access to this database by the subscribers. If the perceived benefit to the subscribers outweighs the potential security risk, then the recommendation is to approve access.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No Please Explain:



Board of County Commissioners Agenda Request

5A
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Approve BKV and Contegrity Contracts

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>
Submitted by: Jessica Seibert, County Administrator	Department: Administration
Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed: 5 min.
Summary of Issue: A separate motion is needed to accept the BKV and Contegrity contracts to perform work related to the government center building project.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Recommendation is made to approve the BKV and Contegrity contracts	
Financial Impact: <i>Is there a cost associated with this request?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>	



AIA[®] Document B101[™] – 2007

Standard Form of Agreement Between Owner and Architect

AGREEMENT made as of the twenty-third day of May in the year two thousand seventeen
(In words, indicate day, month and year.)

BETWEEN the Architect's client identified as the Owner:
(Name, legal status, address and other information)

Aitkin County
217 2nd Street NW
Room 134
Aitkin, MN 56431

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

and the Architect:
(Name, legal status, address and other information)

Boarman Kroos Vogel Group, Inc.
dba BKV Group
222 N. 2nd Street, Ste. 101
Minneapolis, MN 55401

for the following Project:
(Name, location and detailed description)

Aitkin County Government Center Remodeling & Expansion
217 2nd St. NW
Aitkin, MN 56431

The project includes demolition of the 1915 jail, remodeling of the 1929 courthouse and a new 3 story courts addition (approximately 5,600 SF) and new addition 3 story government center (approximately 21,600 SF).

The Owner and Architect agree as follows.

TABLE OF ARTICLES

- 1 INITIAL INFORMATION
- 2 ARCHITECT'S RESPONSIBILITIES
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- 6 COST OF THE WORK
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- 9 TERMINATION OR SUSPENSION
- 10 MISCELLANEOUS PROVISIONS
- 11 COMPENSATION
- 12 SPECIAL TERMS AND CONDITIONS
- 13 SCOPE OF THE AGREEMENT

EXHIBIT A INITIAL INFORMATION

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Article ~~1 and in optional Exhibit A, I.~~ Initial Information:

(Complete Exhibit A, Initial Information, and incorporate it into the Agreement at Section 13.2, or state below Initial Information such as details of the Project's site and program, Owner's contractors and consultants, Architect's consultants, Owner's budget for the Cost of the Work, authorized representatives, anticipated procurement method, and other information relevant to the Project.)

The project consists of demolition of the 1915 jail building, building a new 3 story government services building west of the existing courthouse and building a new 3 story secured entry and justice services link between the county house and the new 3 story government services building. The project will also include some minor interior remodeling of the existing courts building and central annex. The work will also include parking and site work on the property.

The architectural team will include services for architectural, civil, landscape architecture, structural, mechanical and electrical engineering and interior design.

§ 1.2 The Owner's anticipated dates for commencement of construction and Substantial Completion of the Work are set forth below:

- .1 Commencement of construction date:

Anticipated to be May 2018

- .2 Substantial Completion date:

Estimated to be October 25, 2019

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§ 1.3 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect's services and the Architect's compensation.

§ 1.4 The County is utilizing Contegrity Group as the Construction Manager for the project. This contract recognizes that and will support all work and coordination with the County and CM as defined in that contract.

ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost:

(Identify types and limits of insurance coverage, and other insurance requirements applicable to the Agreement, if any.)

.1 General Liability

See attached certificate with the limits.

.2 Automobile Liability

See attached certificate with the limits.

.3 Workers' Compensation

See attached certificate with the limits.

.4 Professional Liability

See attached certificate with the limits.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

~~§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information.~~

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

§ 3.1.4 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.5 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall respond to applicable design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.6 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.2 SCHEMATIC DESIGN PHASE SERVICES

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project's requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

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§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall incorporate into the Construction Documents the design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 The Architect shall update the estimate for the Cost of the Work.

§ 3.4.5 The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING

§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 ~~The~~ If requested by Owner, the Architect shall assist the Owner in bidding the Project by
.1 procuring the reproduction of Bidding Documents for distribution to prospective bidders;

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- .2 distributing the Bidding Documents to prospective bidders, requesting their return upon completion of the bidding process, and maintaining a log of distribution and retrieval and of the amounts of deposits, if any, received from and returned to prospective bidders;
- .3 organizing and conducting a pre-bid conference for prospective bidders;
- .4 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to all prospective bidders in the form of addenda; and
- .5 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 ~~The~~ If requested by the Owner, the Architect shall assist the Owner in obtaining proposals by

- .1 procuring the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors; and
- .3 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.3.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work.

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§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201-2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents, not for substitution for or deviation from the requirements of the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or

procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review Shop Drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional's seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

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ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.

(Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Additional Services	Responsibility (Architect, Owner or Not or Not Provided)	Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)
§ 4.1.1 Programming (B202™-2009)	Not Provided	
§ 4.1.2 Multiple preliminary designs	Architect	Provided in base contract
§ 4.1.3 Measured drawings	Not Provided	
§ 4.1.4 Existing facilities surveys	Not Provided	
§ 4.1.5 Site Evaluation and Planning (B203™-2007)	Architect	Provided in base contract
§ 4.1.6 Building Information Modeling (E202™-2008)	Not Provided	
§ 4.1.7 Civil engineering	Architect	Provided in base contract
§ 4.1.8 Landscape design	Architect	Provided in base contract
§ 4.1.9 Architectural Interior Design (B252™-2007)	Architect	Provided in base contract
§ 4.1.10 Value Analysis (B204™-2007)	Not Provided	
§ 4.1.11 Detailed cost estimating	Not Provided	By CM
§ 4.1.12 On-site Project Representation (B207™-2008)	Architect	Twice a month, see 4.3.3
§ 4.1.13 Conformed construction documents	Not Provided	
§ 4.1.14 As-Designed Record drawings	Not Provided	
§ 4.1.15 As-Constructed Record drawings	Not Provided	
§ 4.1.16 Post occupancy evaluation	Architect	Provided in base contract
§ 4.1.17 Facility Support Services (B210™-2007)	Not Provided	
§ 4.1.18 Tenant-related services	Not Provided	Support as needed
§ 4.1.19 Coordination of Owner's consultants	Architect	Provided in base contract
§ 4.1.20 Telecommunications/data design	Not Provided	
§ 4.1.21 Security Evaluation and Planning (B206™-2007)	Architect	Provided in base contract
§ 4.1.22 Commissioning (B211™-2007)	Not Provided	
§ 4.1.23 Extensive environmentally responsible design	Not Provided	
§ 4.1.24 LEED® Certification (B214™-2012)	Not Provided	
§ 4.1.25 Fast-track design services	Not Provided	
§ 4.1.26 Historic Preservation (B205™-2007)	Not Provided	Support as needed for local historic society
§ 4.1.27 Furniture, Furnishings, and Equipment Design (B253™-2007)	Not Provided	Estimated amount included in CM estimate

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect's responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the Owner's request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;
- .3 Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or ~~contractors~~; contractors or necessary third parties;
- .5 Preparing digital data for transmission to the Owner's consultants and contractors, or to other Owner authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of bidders or persons providing proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or
- .11 Assistance to the Initial Decision Maker, if other than ~~the Architect~~; the Architect;
- .12 Providing the services of special inspectors.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect ~~shall~~ may provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services, and the Architect shall not be required to continue such services:

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule agreed to by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker;
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom; or
- .6 To the extent the Architect's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittal of the Contractor
- .2 Twice a month (28) visits to the site by the Architect over the duration of the Project during construction
- .3 Two (2) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 One (1) inspections for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twenty-eight (28) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall may be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner's objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render ~~decisions~~ decisions, provide information and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the ~~Project, and a written legal description of the site. The surveys and legal information~~ Project. The surveys shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 ~~The Owner shall furnish Architect will assist the County in providing the required site information as follows:~~ services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance as appropriate to the services provided.

§ 5.7 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.8 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.9 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.10 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Architect's consultants through

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the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Architect of any direct communications that may affect the Architect's services.

§ 5.11 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.12 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.13 The Owner shall be responsible for all permits necessary for the operation and maintenance of the completed Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work or from any estimate of the Cost of the Work or evaluation prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding and price escalation; to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents; to make reasonable adjustments in the program and scope of the Project; and to include in the Contract Documents alternate bids as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget for the Cost of the Work. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requests detailed cost estimating services, the Architect shall provide such services as an Additional Service under Article 4.

§ 6.4 If the Bidding or Negotiation Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, through no fault of the Architect, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .5 implement any other mutually acceptable alternative.

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§ 6.7 If the Owner chooses to proceed under Section ~~6.6.4~~, 6.6.4 and the Architect provided all estimates of the Cost of Work, the Architect, without additional compensation, shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the author of the Instruments of Service, the Owner shall remove the author's seals, certifications and identification from the Instruments of Service and hereby releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201-2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the

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contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

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§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the ~~Project, Project or a part thereof,~~ the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than ~~seven~~ 30 days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than ~~seven~~ 30 days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect's services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect's anticipated profit on the value of the services not performed by the Architect.

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§ 9.8 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 ~~Unless otherwise required in this Agreement, the~~ Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project ~~site-site, including, without limitation, asbestos, polychlorinated biphenyl (PCB), mycotoxins and bacterial substances.~~

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

The fee shall be a lump sum of \$568,000.00. Reimbursable expenses are industry standard for costs such as travel, printing, lodging, shipping, etc. This will be invoiced monthly with no mark ups. The not to exceed amount shall be \$40,000.00.

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

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Items determined to be a change to the contract as additional services will be reviewed and approved by Aitkin County based on the scope of work and the hourly rates of the BKV team to complete the work.

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

Items determined to be a change to the contract as additional services will be reviewed and approved by Aitkin County based on the scope of work and the hourly rates listed in 11.7 of the BKV team to complete the work. All hourly rates for Additional Services are subject to a potential 3% annual cost of living increase effective January 1 of each year.

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus zero percent (0 %), or as otherwise stated below:

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

Schematic Design Phase	<u>fifteen</u>	percent (<u>15</u>)	%)
Design Development Phase	<u>twenty</u>	percent (<u>20</u>)	%)
Construction Documents Phase	<u>thirty-five</u>	percent (<u>35</u>)	%)
Bidding or Negotiation Phase	<u>five</u>	percent (<u>5</u>)	%)
Construction Phase	<u>twenty-five</u>	percent (<u>25</u>)	%)
<hr/>					
Total Basic Compensation	one hundred	percent (100)	%)

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Employee or Category	Rate
<u>MANAGING PARTNER</u>	<u>\$180-\$270</u>
<u>MANAGING ARCHITECT</u>	<u>\$165-\$175</u>
<u>SENIOR PROJECT ARCHITECT</u>	<u>\$150-\$165</u>
<u>SENIOR ARCHITECTURAL DESIGNER</u>	<u>\$150-\$160</u>
<u>PROJECT ARCHITECT III</u>	<u>\$120-\$130</u>
<u>PROJECT ARCHITECT II</u>	<u>\$115-\$125</u>
<u>PROJECT ARCHITECT I</u>	<u>\$100-\$110</u>
<u>ARCHITECTURAL DESIGNER III</u>	<u>\$110-\$120</u>
<u>ARCHITECTURAL DESIGNER II</u>	<u>\$90-\$95</u>
<u>ARCHITECTURAL DESIGNER I</u>	<u>\$80-\$85</u>
<u>SENIOR LANDSCAPE ARCHITECT</u>	<u>\$140-\$145</u>
<u>LANDSCAPE ARCHITECT III</u>	<u>\$120-\$130</u>
<u>LANDSCAPE ARCHITECT II</u>	<u>\$115-\$125</u>

<u>LANDSCAPE ARCHITECT I</u>	\$100-\$110
<u>LANDSCAPE DESIGNER III</u>	\$110-\$120
<u>LANDSCAPE DESIGNER II</u>	\$90-\$95
<u>LANDSCAPE DESIGNER I</u>	\$80-\$85
<u>PARTNER/SENIOR INTERIOR DESIGNER</u>	\$180-\$200
<u>SENIOR INTERIOR DESIGNER</u>	\$110-\$125
<u>INTERIOR DESIGNER III</u>	\$95-\$100
<u>INTERIOR DESIGNER II</u>	\$85-\$95
<u>INTERIOR DESIGNER I</u>	\$70-\$80
<u>SENIOR MECHANICAL ENGINEER</u>	\$165-\$190
<u>SENIOR MECHANICAL DESIGNER</u>	\$120-\$170
<u>MECHANICAL ENGINEER</u>	\$130-\$150
<u>MECHANICAL, EIT</u>	\$90-\$130
<u>MECHANICAL DESIGNER III</u>	\$110-\$120
<u>MECHANICAL DESIGNER II</u>	\$90-\$95
<u>MECHANICAL DESIGNER I</u>	\$80-\$85
<u>SENIOR ELECTRICAL ENGINEER</u>	\$170-\$180
<u>ELECTRICAL ENGINEER</u>	\$130-\$145
<u>SENIOR ELECTRICAL DESIGNER</u>	\$125-\$130
<u>ELECTRICAL, EIT</u>	\$90-\$130
<u>ELECTRICAL DESIGNER III</u>	\$110-\$120
<u>ELECTRICAL DESIGNER II</u>	\$90-\$95
<u>ELECTRICAL DESIGNER I</u>	\$80-\$85
<u>SENIOR STRUCTURAL ENGINEER</u>	\$155-\$190
<u>STRUCTURAL ENGINEER</u>	\$130-\$150
<u>SENIOR STRUCTURAL DESIGNER</u>	\$110-\$120
<u>STRUCTURAL, EIT</u>	\$90-\$130
<u>STRUCTURAL DESIGNER III</u>	\$110-\$120
<u>STRUCTURAL DESIGNER II</u>	\$90-\$95
<u>STRUCTURAL DESIGNER I</u>	\$80-\$85
<u>PARTNER/ SENIOR CONSTRUCTION ADMIN.</u>	\$230-\$240
<u>SENIOR CONSTRUCTION ADMINISTRATOR</u>	\$150-\$185
<u>CONSTRUCTION ADMINISTRATOR</u>	\$100-\$160
<u>SPECIFICATIONS WRITER</u>	\$140-\$180
<u>QUALITY ASSURANCE</u>	\$145-\$170
<u>CODE SPECIALIST</u>	\$165-\$170
<u>INTERNS/MODEL BUILDING</u>	\$60-\$70

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
- .3 Fees paid for securing approval of authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, standard form documents;
- .5 Postage, handling and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 ~~Renderings, models, Models,~~ mock-ups, professional photography, and presentation materials requested by the Owner;
- .8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero dollars (\$ 0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.
(Insert rate of monthly or annual interest agreed upon.)

%—Current Prime Rate plus 1% per month. Objections to invoices not made in writing within 30 days of invoice date are deemed waived.

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation for any claimed damage or expense or to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work-Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

12.1 If a Change order or Construction Change Directive is necessary due to an omission, oversight, or other act caused by the Architect, the Architect shall prepare drawings, specifications, and other documents and supporting data, evaluate Contractor's proposals, and provide other services as may be required in connection with Change Orders and Construction Change Directives at no additional cost to the Owner. Changes requiring additional time as requested by Owner, Contractor, Job Condition, Building Code, etc., out of the control of the Architect, would be an Additional Service.

12.2 Should the project be terminated at any time by the Owner prior to completion of any phase, the Architect will receive one hundred (100%) percent of any work completed prior to and up to the date of project termination.

12.3 If adjustments or modifications to the completed construction documents are required to meet the Owner's budget resulting in a change in budget by the Owner or due to discrepancies in the initial Design Development or Construction Document estimates by the Owner's consultant, such adjustments and changes are to be compensated to the Architect as an Additional Service.

12.4 If services described under Additional Services are required due to circumstances beyond the Architect's control, the Architect shall notify the Owner in writing and receive the Owner's approval for Scope and Fees in writing prior to commencing such services.

12.5 The Architect's visits to the site during Construction Phase shall average twice per month.

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12.6 At the request of the Owner, the Architect shall conduct one (1) inspection after the date of final completion, at the end of eleven (11) months of occupancy for the purpose of ensuring that the facility is in full compliance with the Construction Documents and to notify the Owner of any unfinished work.

12.7 A project contingency will be part of the Construction Phase budget for unforeseen conditions, required modifications to the documents, code interpretations and Owner-requested changes.

12.8 The Architect includes in the basic fee the work for the City submittals and approvals.

12.9 In the performance of its obligations under this Agreement, the Architect will comply with applicable provisions of any Federal, State, or local law prohibiting discrimination on the grounds of race, color, creed, sex, political affiliation, affectional preference, or national origin. The provisions of Minnesota Statutes Section 181.59 are incorporated by reference into this Agreement.

12.10 All hourly rates for additional services are subject to a potential 3% annual cost of living increase effective January of each year.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.

§ 13.2 This Agreement is comprised of the following documents listed below:

- 1 AIA Document B101™-2007, Standard Form Agreement Between Owner and Architect
- 2 AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

3—Other documents:

(List other documents, if any, including Exhibit A, Initial Information, and additional scopes of service, if any, forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

J. Mark Wedel, County Chair

(Printed name and title)

ARCHITECT

(Signature)

Bruce Schwartzman, AIA Partner

(Printed name and title)

OWNER

(Signature)

Jessica Seibert, County Administrator

(Printed name and title)

ARCHITECT

(Signature)

Jack Boarman, AIA – CEO

(Printed name and title)

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User Notes:

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Certification of Document's Authenticity
AIA® Document D401™ – 2003

I, Bruce Schwartzman, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with this certification at 10:09:25 on 07/06/2017 under Order No. 7299018894 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document B101™ – 2007, Standard Form of Agreement Between Owner and Architect, as published by the AIA in its software, other than changes shown in the attached final document by underscoring added text and striking over deleted text.


(Signed) _____

Partner
(Title) _____

7/6/17
(Dated) _____



Document C132™ – 2009

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Twenty-Third day of May in the year Two Thousand Seventeen

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Aitkin County
217 2nd St NW, Rm 134
Aitkin, MN 56431

and the Construction Manager:

(Name, legal status, address and other information)

Contegrity Group, Inc.
101 First Street SE
Little Falls, MN 56345

for the following Project:

(Name, location and detailed description)

Aitkin County Government Center Addition
217 2nd St NW
Aitkin MN 56431
New 3-story government services addition with secured central lobby space totaling 27,000 SF. Existing courthouse remodel totaling 6,000 SF. All in Aitkin MN

The Architect:

(Name, legal status, address and other information)

BKV Group
222 North 2nd St
Minneapolis MN 55401

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Documents A132™–2009, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition.

AIA Document A232™–2009 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:

(Identify documentation or state the manner in which the program will be developed.)

Project development to progress with team participation including owner, architect, architect's consultants and construction manager.

§ 1.1.2 The Project's physical characteristics:

(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

New 3-story government services addition with secured central lobby space totaling 27,000 SF. Existing courthouse remodel totaling 6,000 SF. All in Aitkin MN

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

(Provide total and, if known, a line item breakdown.)

Construction cost of \$9,476,447.00 and project total cost of \$9,836,983.00.

§ 1.1.4 The Owner's anticipated design and construction schedule:

.1 Design phase milestone dates, if any:

TBD

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.2 Commencement of construction:

September 2017

.3 Substantial Completion date or milestone dates:

TBD

.4 Other:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid, negotiated Contract or multiple Prime Contracts.)

Competitively Bid / Multiple Prime Contracts

§ 1.1.6 The Owner's requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)

NA

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)

Project has state historic preservation requirements

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.5:
(List name, address and other information.)

Jessica Seibert
Aitkin County Administrator
Aitkin County
217 2nd St NW, Rm 134
Aitkin MN 56431

§ 1.1.9 The persons or entities, in addition to the Owner's representative, who are required to review the Construction Manager's submittals to the Owner are as follows:
(List name, address and other information.)

TBD if any

§ 1.1.10 Unless provided by the Construction Manager, the Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

.1 Land Surveyor:

TBD

.2 Geotechnical Engineer:

TBD

.3 Civil Engineer:

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TBD

- .4 Other:
(List any other consultants retained by the Owner, such as a Project or Program Manager, or construction contractor.)

§ 1.1.11 The Construction Manager identifies the following representative in accordance with Section 2.4:
(List name, address and other information.)

Travis Fuechtmann
Contegrity Group, Inc.
101 First Street SE
Little Falls, MN 56345

§ 1.1.12 The Construction Manager's staffing plan as required under Section 3.3.2 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

TBD

§ 1.1.13 The Construction Manager's consultants retained under Basic Services, if any:

- .1 Cost Estimator:
(List name, legal status, address and other information.)

NA

- .2 Other consultants:

§ 1.1.14 The Construction Manager's consultants retained under Additional Services:

NA

§ 1.1.15 Other Initial Information on which the Agreement is based:

BKV Group's concept study dated March 14, 2017

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the schedules, the Construction Manager's services and the Construction Manager's compensation.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

§ 2.1 The Construction Manager shall provide the services as set forth in this Agreement.

§ 2.2 The Construction Manager shall perform its services consistent with the skill and care ordinarily provided by construction managers practicing in the same or similar locality under the same or similar circumstances. The Construction Manager shall perform its services as expeditiously as is consistent with such skill and care and the orderly progress of the Project.

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§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

§ 2.5 Except with the Owner's knowledge and consent, the Construction Manager shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Construction Manager's judgment with respect to this Project.

§ 2.6 The Construction Manager shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Construction Manager normally maintains, the Owner shall reimburse the Construction Manager for any additional cost.

§ 2.6.1 Comprehensive General Liability with policy limits of not less than (See Attached Exhibit A) for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.6.2 Automobile Liability covering owned and rented vehicles operated by the Construction Manager with policy limits of not less than (See Attached Exhibit A) combined single limit and aggregate for bodily injury and property damage.

§ 2.6.3 The Construction Manager may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.6.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than (See Attached Exhibit A).

§ 2.6.5 Professional Liability covering the Construction Manager's negligent acts, errors and omissions in its performance of services with policy limits of not less than (See Attached Exhibit B) per claim and in the aggregate.

§ 2.6.6 The Construction Manager shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.6. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in Sections 3.2 and 3.3 and include usual and customary construction coordination and scheduling, constructability review, cost estimating, and allocation of construction activities among the Multiple Prime Contractors.

§ 3.2 Preconstruction Phase

§ 3.2.1 The Construction Manager shall review the program furnished by the Owner and any evaluation of the Owner's program provided by the Architect, to ascertain the requirements of the Project and shall arrive at a mutual understanding of such requirements with the Owner and Architect.

§ 3.2.2 The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

§ 3.2.3 The Construction Manager shall prepare, and deliver to the Owner, a written Construction Management Plan that includes, at a minimum, the following: (1) preliminary evaluations required in Section 3.2.2, (2) a Project schedule, (3) cost estimates, (4) recommendations for Project delivery method, and (5) Contractors' scopes of Work, if multiple Contractors or fast-track construction will be used. The Construction Manager shall periodically update the Construction Management Plan over the course of the Project.

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§ 3.2.4 Based on preliminary design and other design criteria prepared by the Architect, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Architect's review and Owner's approval. If the Architect suggests alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems and may also provide its own suggestions.

§ 3.2.5 The Construction Manager shall expeditiously review design documents during their development and advise the Owner and Architect on proposed site use and improvements, selection of materials, and building systems and equipment. The Construction Manager shall also provide recommendations to the Owner and Architect on constructability, availability of materials and labor, sequencing for phased construction, time requirements for procurement, installation and construction, and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, life-cycle data, and possible cost reductions.

§ 3.2.6 The Construction Manager shall prepare and periodically update the Project schedule included in the Construction Management Plan for the Architect's review and the Owner's acceptance. The Construction Manager shall obtain the Architect's approval for the portion of the Project schedule relating to the performance of the Architect's services. The Project schedule shall coordinate and integrate the Construction Manager's services, the Architect's services, other Owner consultants' services, and the Owner's responsibilities and highlight items that could affect the Project's timely completion.

§ 3.2.7 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, estimates of the Cost of the Work of increasing detail and refinement. The Construction Manager shall include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in the estimates of the Cost of the Work. Such estimates shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall advise the Owner and Architect if it appears that the Cost of the Work may exceed the Owner's budget and make recommendations for corrective action.

§ 3.2.8 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall consult with the Owner and Architect and make recommendations whenever the Construction Manager determines that design details adversely affect constructability, cost or schedules.

§ 3.2.9 The Construction Manager shall provide recommendations and information to the Owner and Architect regarding the assignment of responsibilities for temporary Project facilities and equipment, materials and services for common use of the Contractors. The Construction Manager shall verify that such requirements and assignment of responsibilities are included in the proposed Contract Documents.

§ 3.2.10 The Construction Manager shall provide recommendations and information to the Owner regarding the allocation of responsibilities for safety programs among the Contractors.

§ 3.2.11 The Construction Manager shall provide recommendations to the Owner on the division of the Project into individual Contracts for the construction of various categories of Work, including the method to be used for selecting Contractors and awarding Contracts. If multiple Contracts are to be awarded, the Construction Manager shall review the Drawings and Specifications and make recommendations as required to provide that (1) the Work of the Contractors is coordinated, (2) all requirements for the Project are assigned to the appropriate Contract, (3) the likelihood of jurisdictional disputes is minimized, and (4) proper coordination is provided for phased construction.

§ 3.2.12 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered well in advance of construction, and the occupancy requirements of the Owner.

§ 3.2.13 The Construction Manager shall expedite and coordinate the ordering and delivery of materials, including those that must be ordered well in advance of construction.

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§ 3.2.14 The Construction Manager shall assist the Owner in selecting, retaining and coordinating the professional services of surveyors, special consultants and testing laboratories required for the Project.

§ 3.2.15 The Construction Manager shall provide an analysis of the types and quantities of labor required for the Project and review the availability of appropriate categories of labor required for critical phases. The Construction Manager shall make recommendations for actions designed to minimize adverse effects of labor shortages.

§ 3.2.16 The Construction Manager shall assist the Owner in obtaining information regarding applicable requirements for equal employment opportunity programs, and other programs as may be required by governmental and for quasi governmental authorities for inclusion in the Contract Documents.

§ 3.2.17 Following the Owner's approval of the Drawings and Specifications, the Construction Manager shall update and submit the latest estimate of the Cost of the Work and the Project schedule for the Architect's review and the Owner's approval.

§ 3.2.18 The Construction Manager shall submit the list of prospective bidders for the Architect's review and the Owner's approval.

§ 3.2.19 The Construction Manager shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager, with the assistance of the Architect, shall issue bidding documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of bidding documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

§ 3.2.20 The Construction Manager shall receive bids, prepare bid analyses and make recommendations to the Owner for the Owner's award of Contracts or rejection of bids.

§ 3.2.21 The Construction Manager shall assist the Owner in preparing Construction Contracts and advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Multiple Prime Contractors.

§ 3.2.22 The Construction Manager shall assist the Owner in obtaining building permits and special permits for permanent improvements, except for permits required to be obtained directly by the various Multiple Prime Contractors. The Construction Manager shall verify that the Owner has paid applicable fees and assessments. The Construction Manager shall assist the Owner and Architect in connection with the Owner's responsibility for filing documents required for the approvals of governmental authorities having jurisdiction over the Project.

§ 3.3 Construction Phase Administration of the Construction Contract

§ 3.3.1 Subject to Section 4.3, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.3.2 The Construction Manager shall provide a staffing plan to include one or more representatives who shall be in attendance at the Project site whenever the Work is being performed.

§ 3.3.3 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™-2009, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232-2009, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.4 The Construction Manager shall provide administrative, management and related services to coordinate scheduled activities and responsibilities of the Multiple Prime Contractors with each other and with those of the Construction Manager, the Owner and the Architect. The Construction Manager shall coordinate the activities of the Multiple Prime Contractors in accordance with the latest approved Project schedule and the Contract Documents.

§ 3.3.5 Utilizing the construction schedules provided by the Multiple Prime Contractors, the Construction Manager shall update the Project schedule, incorporating the activities of the Owner, Architect, and Multiple Prime

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Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of Shop Drawings, Product Data and Samples, and delivery and procurement of products, including those that must be ordered well in advance of construction. The Project schedule shall include the Owner's occupancy requirements showing portions of the Project having occupancy priority. The Construction Manager shall update and reissue the Project schedule as required to show current conditions. If an update indicates that the previously approved Project schedule may not be met, the Construction Manager shall recommend corrective action, if any, to the Owner and Architect.

§ 3.3.6 The Construction Manager shall schedule and conduct meetings to discuss such matters as procedures, progress, coordination, and scheduling of the Work. The Construction Manager shall prepare and promptly distribute minutes to the Owner, Architect and Multiple Prime Contractors.

§ 3.3.7 Utilizing information from the Multiple Prime Contractors, the Construction Manager shall schedule and coordinate the sequence of construction and assignment of space in areas where the Multiple Prime Contractors are performing Work, in accordance with the Contract Documents and the latest approved Project schedule.

§ 3.3.8 The Construction Manager shall schedule all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect.

§ 3.3.9 The Construction Manager shall endeavor to obtain satisfactory performance from each of the Multiple Prime Contractors. The Construction Manager shall recommend courses of action to the Owner when requirements of a Contract are not being fulfilled.

§ 3.3.10 The Construction Manager shall monitor and evaluate actual costs for activities in progress and estimates for uncompleted tasks and advise the Owner and Architect as to variances between actual and budgeted or estimated costs. If the Contractor is required to submit a Control Estimate, the Construction Manager shall meet with the Owner and Contractor to review the Control Estimate. The Construction Manager shall promptly notify the Contractor if there are any inconsistencies or inaccuracies in the information presented. The Construction Manager shall also report the Contractor's cost control information to the Owner.

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project.

§ 3.3.12 The Construction Manager shall maintain accounting records on authorized Work performed under unit costs, additional Work performed on the basis of actual costs of labor and materials, and other Work requiring accounting records.

§ 3.3.12.1 The Construction Manager shall develop and implement procedures for the review and processing of Applications for Payment by Multiple Prime Contractors for progress and final payments.

§ 3.3.12.2 Not more frequently than monthly, the Construction Manager shall review and certify the amounts due the respective Contractors as follows:

- .1 Where there is only one Contractor responsible for performing the Work, the Construction Manager shall, within seven days after the Construction Manager receives the Contractor's Application for Payment, review the Application, certify the amount the Construction Manager determines is due the Contractor, and forward the Contractor's Application and Certificate for Payment to the Architect.
- .2 Where there are Multiple Prime Contractors responsible for performing different portions of the Project, the Construction Manager shall, within seven days after the Construction Manager receives each Contractor's Application for Payment: (1) review the Applications and certify the amount the Construction Manager determines is due each Contractor, (2) prepare a Summary of Contractors' Applications for Payment by summarizing information from each Contractor's Application for Payment, (3) prepare a Project Application and Certificate for Payment, (4) certify the total amount the Construction Manager determines is due all Multiple Prime Contractors collectively, and (5) forward the Summary of Contractors' Applications for Payment and Project Application and Certificate for Payment to the Architect.

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors'

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Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated and the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

§ 3.3.12.4 The certification of an Application for Payment or a Project Application for Payment by the Construction Manager shall not be a representation that the Construction Manager has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences for the Contractor's own Work, or procedures; (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.3.13 The Construction Manager shall review the safety programs developed by each of the Multiple Prime Contractors solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations to the Owner for any safety programs not included in the Work of the Multiple Prime Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractor, Multiple Prime Contractors, Subcontractors, agents or employees of the Contractors or Multiple Prime Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager.

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute the acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the Architect and Owner pursuant to Section 3.3.20.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

§ 3.3.15 The Construction Manager shall advise and consult with the Owner and Architect during the performance of its Construction Phase Services. The Construction Manager shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Construction Manager shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work of each of the Contractors, since these are solely the Contractor's rights and responsibilities under the Contract Documents. The Construction Manager shall not be responsible for a Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Construction Manager shall be responsible for the Construction Manager's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or Multiple Prime Contractors, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 3.3.16 The Construction Manager shall transmit to the Architect requests for interpretations and requests for information of the meaning and intent of the Drawings and Specifications with its written recommendation, and assist in the resolution of questions that may arise.

§ 3.3.17 The Construction Manager shall review requests for changes, assist in negotiating Contractors' proposals, submit recommendations to the Architect and Owner, and, if they are accepted, prepare Change Orders and Construction Change Directives that incorporate the Architect's modifications to the Contract Documents.

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§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.3.1.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's separate contractors and vendors, governmental agencies, and all other participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval. The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples and other submittals from the Multiple Prime Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractor, other Multiple Prime Contractors, the Owner, or the Architect.

§ 3.3.20 The Construction Manager shall keep a daily log containing a record of weather, each Contractor's Work on the site, number of workers, identification of equipment, Work accomplished, problems encountered, and other similar relevant data as the Owner may require.

§ 3.3.20.1 The Construction Manager shall record the progress of the Project. On a monthly basis, or otherwise as agreed to by the Owner, the Construction Manager shall submit written progress reports to the Owner and Architect, showing percentages of completion and other information identified below:

- .1 Work completed for the period;
- .2 Project schedule status;
- .3 Submittal schedule and status report, including a summary of remaining and outstanding submittals;
- .4 Request for information, Change Order, and Construction Change Directive status reports;
- .5 Tests and inspection reports;
- .6 Status report of nonconforming and rejected Work;
- .7 Daily logs;
- .8 Summary of all Multiple Prime Contractors' Applications for Payment;
- .9 Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and reimbursable expenses at the job site, if any;
- .10 Cash-flow and forecast reports; and
- .11 Any other items the Owner may require:

NA

§ 3.3.20.2 In addition, for Projects constructed on the basis of the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

- .1 Contractor's work force report;
- .2 Equipment utilization report;
- .3 Cost summary, comparing actual costs to updated cost estimates; and
- .4 Any other items as the Owner may require:

NA

§ 3.3.21 Utilizing the documents provided by the Contractor, the Construction Manager shall maintain at the site one copy of all Contracts, Drawings, Specifications, addenda, Change Orders and other Modifications, in good order and marked currently to record all changes and selections made during construction, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Construction Manager shall maintain records, in duplicate, of principal building layout lines, elevations of the bottom of footings, floor levels and key site elevations certified by a qualified surveyor or professional engineer. The Construction Manager shall make all such records available to the Architect and the Contractor, and upon completion of the Project, shall deliver them to the Owner.

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§ 3.3.22 The Construction Manager shall arrange for the delivery, storage, protection and security of Owner-purchased materials, systems and equipment that are a part of the Project until such items are incorporated into the Work.

§ 3.3.23 With the Architect and the Owner's maintenance personnel, the Construction Manager shall observe the Contractor's or Multiple Prime Contractors' final testing and start-up of utilities, operational systems and equipment and observe any commissioning as the Contract Documents may require.

§ 3.3.24 When the Construction Manager considers each Contractor's Work or a designated portion thereof is substantially complete, the Construction Manager shall, jointly with the Contractor, prepare for the Architect a list of incomplete or unsatisfactory items and a schedule for their completion. The Construction Manager shall assist the Architect in conducting inspections to determine whether the Work or designated portion thereof is substantially complete.

§ 3.3.25 When the Work or designated portion thereof is substantially complete, the Construction Manager shall prepare, and the Construction Manager and Architect shall execute, a Certificate of Substantial Completion. The Construction Manager shall submit the executed Certificate to the Owner and Contractor. The Construction Manager shall coordinate the correction and completion of the Work. Following issuance of a Certificate of Substantial Completion of the Work or a designated portion thereof, the Construction Manager shall evaluate the completion of the Work of the Contractor or Multiple Prime Contractors and make recommendations to the Architect when Work is ready for final inspection. The Construction Manager shall assist the Architect in conducting final inspections.

§ 3.3.26 The Construction Manager shall forward to the Owner, with a copy to the Architect, the following information received from the Contractor or Multiple Prime Contractors: (1) certificates of insurance received from the Contractor or Multiple Prime Contractors; (2) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (3) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (4) any other documentation required of the Contractor under the Contract Documents, including warranties and similar submittals.

§ 3.3.27 The Construction Manager shall deliver all keys, manuals, record drawings and maintenance stocks to the Owner. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment or final Application for Payment and final Certificate for Payment upon the Contractor's compliance with the requirements of the Contract Documents.

§ 3.3.28 Duties, responsibilities and limitations of authority of the Construction Manager as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Construction Manager, Architect, Contractor and Multiple Prime Contractors. Consent shall not be unreasonably withheld.

§ 3.3.29 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Construction Manager shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Additional Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2.

(Designate the Additional Services the Construction Manager shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.)

Services	Responsibility <i>(Construction Manager, Owner or Not Provided)</i>	Location of Service Description <i>(Section 4.2 below or in an exhibit attached to this document and identified below)</i>
§ 4.1.1 Measured drawings	Owner	
§ 4.1.2 Architectural interior design	Owner	

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(B252™-2007)		
§ 4.1.3 Tenant-related services	Owner	
§ 4.1.4 Commissioning (B211™-2007)	Owner	
§ 4.1.5 LEED® certification (B214™-2012)	Not Provided	
§ 4.1.6 Furniture, furnishings, and equipment design (B253™-2007)	Owner	

§ 4.2 Insert a description of each Additional Service designated in Section 4.1, if not further described in an exhibit attached to this document.

NA

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.3 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Construction Manager shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Construction Manager shall not proceed to provide the following services until the Construction Manager receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
- .2 Services necessitated by the enactment or revision of codes, laws or regulations or official interpretations after the date of this Agreement;
- .3 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .4 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .5 Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .6 Providing consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work;
- .7 Assistance to the Initial Decision Maker, if other than the Architect; or
- .8 Service as the Initial Decision Maker.

§ 4.3.2 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Construction Manager, and the Owner shall have no further obligation to compensate the Construction Manager for those services:

- .1 Services in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work when the Architect is serving as the Initial Decision Maker.
- .2 To the extent the Construction Manager's Basic Services are affected, providing Construction Phase Services 60 days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion, identified in Initial Information, whichever is earlier.
- .3 Services required in an emergency to coordinate the activities of a Contractor or Multiple Prime Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.13.

§ 4.3.3 If the services covered by this Agreement have not been completed within Thirty-Six (36) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including the Owner's program, other objectives,

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schedule, constraints and criteria, special equipment, systems, and site requirements. Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce any lien rights, if any.

§ 5.2 The Owner shall establish and periodically update the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1, (2) the Owner's other costs, and (3) reasonable contingencies related to all of these costs. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Construction Manager and Architect. The Owner and the Architect, in consultation with the Construction Manager, shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project's scope and quality.

§ 5.3 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it the risk of additional costs. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs.

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132-2009, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager a copy of the executed agreement between the Owner and Architect, and any further modifications to the agreement.

§ 5.5 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions pertaining to documents the Construction Manager submits in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Construction Manager's services.

§ 5.6 Unless provided by the Construction Manager, the Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Construction Manager. Upon the Construction Manager's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Construction Manager to furnish them as an Additional Service, when the Construction Manager requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Construction Manager and Architect if the Owner becomes aware of any fault or defect in Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service or any fault or defect in the Construction Manager's services.

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§ 5.12 The Owner reserves the right to perform construction and operations related to the Project with the Owner's own forces, and to award contracts in connection with the Project which are not part of the Construction Manager's responsibilities under this Agreement. The Construction Manager shall notify the Owner if any such independent action will interfere with the Construction Manager's ability to perform the Construction Manager's responsibilities under this Agreement. When performing construction or operations related to the Project, the Owner agrees to be subject to the same obligations and to have the same rights as the Contractors.

§ 5.13 Except as otherwise provided in this Agreement, or when direct communications have been specially authorized, the Owner shall endeavor to communicate with the Contractor and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify the Construction Manager of any direct communications that may affect the Construction Manager's services.

§ 5.14 Before executing the Contract for Construction, the Owner shall coordinate the Construction Manager's duties and responsibilities set forth in the Contract for Construction with the Construction Manager's services set forth in this Agreement. The Owner shall provide the Construction Manager a copy of the executed agreements between the Owner and Contractors, including the General Conditions of the Contracts for Construction.

§ 5.15 The Owner shall provide the Construction Manager access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Construction Manager access to the Work wherever it is in preparation or progress.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include the contractors' general conditions costs, overhead and profit. The Cost of the Work includes the compensation of the Construction Manager and Construction Manager's Consultants during the Construction Phase only, including compensation for reimbursable expenses at the job site, if any. The Cost of the Work does not include the compensation of the Architect, the costs of the land, rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.2 and 6.4. Evaluations of the Owner's budget, preliminary estimates for the Cost of the Work and detailed estimates of the Cost of the Work prepared by the Construction Manager represent the Construction Manager's judgment as a person or entity familiar with the construction industry. It is recognized, however, that neither the Construction Manager nor the Owner has control over the cost of labor, materials or equipment, over Contractors' methods of determining bid prices, or over competitive bidding, market or negotiating conditions. Accordingly, the Construction Manager cannot and does not warrant or represent that bids or negotiated prices will not vary from the budget proposed, established or approved by the Owner, or from any cost estimate or evaluation prepared by the Construction Manager.

§ 6.3 If the Architect is providing detailed cost estimating services as an Additional Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Architect and the Construction Manager shall work cooperatively to conform the cost estimates to one another.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Construction Manager, in consultation with the Architect, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Construction Manager and Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .3 implement any other mutually acceptable alternative.

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ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Construction Manager intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

§ 8.1.1 The Owner and Construction Manager shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Construction Manager waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2009, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage.

§ 8.1.4 The Construction Manager and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Construction Manager's services, the Construction Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Construction Manager shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

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§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Construction Manager do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

Arbitration pursuant to Section 8.3 of this Agreement

Litigation in a court of competent jurisdiction

Other: *(Specify)*

§ 8.3 Arbitration

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 Consolidation or Joinder

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Construction Manager grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Construction Manager under this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Construction Manager in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Construction Manager's option, cause for suspension of performance of services under this Agreement. If the Construction Manager elects to

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suspend services, the Construction Manager shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Construction Manager shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Construction Manager shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Construction Manager shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Construction Manager shall be compensated for expenses incurred in the interruption and resumption of the Construction Manager's services. The Construction Manager's fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Construction Manager, the Construction Manager may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Construction Manager for the Owner's convenience and without cause.

§ 9.6 In the event of termination not the fault of the Construction Manager, the Construction Manager shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Construction Manager's services and include expenses directly attributable to termination for which the Construction Manager is not otherwise compensated, plus an amount for the Construction Manager's anticipated profit on the value of the services not performed by the Construction Manager, as set forth below.

§ 9.7.1 In the event of termination for the Owner's convenience prior to commencement of construction, the Construction Manager shall be entitled to receive payment for services performed, costs incurred by reason of such termination and reasonable overhead and profit on Preconstruction services not completed during the Preconstruction Phase.

§ 9.7.2 In the event of termination for the Owner's convenience after commencement of construction, the Construction Manager shall be entitled to receive payment for services performed and costs incurred by reason of such termination, along with reasonable overhead and profit on services not completed during the Construction Phase.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2009, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager.

§ 10.3 The Owner and Construction Manager, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Construction Manager shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement.

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§ 10.4 If the Owner requests the Construction Manager to execute certificates, the proposed language of such certificates shall be submitted to the Construction Manager for review at least 14 days prior to the requested dates of execution. If the Owner requests the Construction Manager to execute consents reasonably required to facilitate assignment to a lender, the Construction Manager shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Construction Manager for review at least 14 days prior to execution. The Construction Manager shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Construction Manager.

§ 10.6 Unless otherwise required in this Agreement, the Construction Manager shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Construction Manager shall have the right to include photographic or artistic representations of the design of the Project among the Construction Manager's promotional and professional materials. The Construction Manager shall be given reasonable access to the completed Project to make such representations. However, the Construction Manager's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Construction Manager in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Construction Manager in the Owner's promotional materials for the Project.

§ 10.8 If the Construction Manager or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Construction Manager's Basic Services described under Article 3, the Owner shall compensate the Construction Manager as follows:

§ 11.1.1 For Preconstruction Phase Services in Section 3.2:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

| See attached Construction Management Fee Proposal dated May 23, 2017

§ 11.1.2 For Construction Phase Services in Section 3.3:
(Insert amount of, or basis for, compensation, including stipulated sums, multiples or percentages.)

| See attached Construction Management Fee Proposal dated May 23, 2017

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

| Per rates as listed in Article 11.5 and 11.6

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

| Per rates as listed in Article 11.5 and 11.6

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§ 11.4 Compensation for Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus percent (%), or as otherwise stated below:

NA

§ 11.5 The hourly billing rates for services of the Construction Manager and the Construction Manager's consultants, if any, are set forth below. The rates shall be adjusted in accordance with the Construction Manager's and Construction Manager's consultants' normal review practices.
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

Project Manager \$95.00/hr
Project Coordinator \$85.00/hr
Office Manager \$65.00/hr
Contract Manager \$55.00/hr

Employee or Category

Rate (\$0.00)

§ 11.6 Compensation for Reimbursable Expenses

§ 11.6.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Construction Manager and the Construction Manager's consultants directly related to the project and in accordance with Construction Management Fee Proposal dated May 23, 2017 attached to this contract.

.1

(Paragraphs deleted)

Fees paid for securing approval of authorities having jurisdiction over the Project;

.2 Printing, reproductions, plots, standard form documents; (plan printing & distribution)

(Paragraph deleted)

.3 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;

.4 Professional photography, and presentation materials requested by the Owner;

.5 Construction Manager's consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Construction Manager's consultants;

.6 All taxes levied on professional services and on reimbursable expenses;

.7 Site office

.8 Other similar Project-related expenditures.

§ 11.6.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Construction Manager and the Construction Manager's consultants plus zero percent (0 %) of the expenses incurred.

§ 11.7 Payments to the Construction Manager

§ 11.7.1 An initial payment of zero (\$ 0) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.7.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Construction Manager's invoice. Amounts unpaid sixty (60) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Construction Manager.
(Insert rate of monthly or annual interest agreed upon.)

12 % Annually

§ 11.7.3 The Owner shall not withhold amounts from the Construction Manager's compensation to impose a penalty or liquidated damages on the Construction Manager, or to offset sums requested by or paid to Contractors for the cost of changes in the Work unless the Construction Manager agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

Init.

§ 11.7.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Construction Manager.

§ 13.2 This Agreement is comprised of the following documents listed below:

- .1 AIA Document C132™–2009, Standard Form Agreement Between Owner and Construction Manager as Adviser
- .2 AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed, or the following:
- .3 AIA Document E202™–2008, Building Information Modeling Protocol Exhibit, if completed, or the following:
- .4 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

Aitkin County Construction Management Fee Proposal dated May 23, 2017
Certificate of Insurance, Professional Liability
Certificate of Insurance, General/Automobile Liability

This Agreement is entered into as of the day and year first written above.

OWNER (Signature)



CONSTRUCTION MANAGER (Signature)

J. Mark Wedel, Board Chair
(Printed name and title)

Pete Filippi, President
(Printed name and title)

COUNTY ADMINISTRATOR (Signature)

Jessica Seibert, County Administrator
(Printed name and title)

Int.

Aitkin County Government Center Addition CONSTRUCTION MANAGEMENT Fee Proposal 5-23-2017

CM FEE BASED ON A CONSTRUCTION COST OF \$8,421,421.00						
* CONSTRUCTION MANAGEMENT FEE	PRE-CONSTRUCTION PHASE			CONSTRUCTION PHASE		TOTALS
	Design Development	Construction Documents	Bidding & Contract Award	Construction	Warranty	
	10.00%	10.00%	5.00%	70.00%	5.00%	
Basic Construction Mgmt Fee	23,575.00	23,575.00	11,787.50	165,025.00	11,787.50	235,750.00
					CM FEE TOTAL	235,750.00

* Invoiced in equal monthly installments over the course of each respective phase.

ON SITE SUPERVISION	
Project Coordinator (40 Hrs/Week)	14,500.00
Reimbursables	2,400.00
MONTHLY TOTAL	16,900.00

Notes:

1. The following items are included in this fee proposal. Travel expenses for both the Project Manager, Project Superintendent, vehicle, housing and meal expenses, CGI's in house copies, postage, telephone, internet, cell phone & misc. office supplies for both the home and field offices. Jobsite office equipment provided includes: computer, fax, telephone, copier, job office furnishings, plan table, plan racks, file cabinets, conference table & chairs.

2. Fees to be invoiced in equal monthly installments over the course of each respective phase. Indicated fee and reimbursable portion for the warranty period to be invoiced after completion of the 1 year warranty period.

Contegrity Group, Inc. does not mark up General Conditions items. General Condition items are received, compiled and passed along to the owner for direct payment to the vendor. All General Condition items are secured by the Construction Manager on behalf of Aitkin County. The following is a list of typical General Condition items which are not part of this fee proposal: Jobsite office trailer, temp toilets, temp power, temp water, temp heat, building permits, equipment rental, surveying, trucking, testing, construction signs, temp roads, temp enclosures, safety barricades, temp fencing, storage facilities, clean up, rubbish removal, snow removal, blueprinting (including distribution cost), security, photographs, gas & oil, dewatering, fire protection, moving expenses, etc. If CGI was to provide the jobsite trailer, our monthly rate, which includes delivery, setup/removal & steps is \$550.00/month



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
5/12/2017

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

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

PRODUCER North Risk Partners - Apollo Division 622 Roosevelt Road Suite 240 St Cloud MN 56301-6363		CONTACT NAME: Erin Pohlman PHONE (A/C, No, Ext): (320) 253-1122 E-MAIL ADDRESS: erinp@apolloinsurance.com FAX (A/C, No): (855) 927-6655															
INSURED Contegrity Group, Inc. 101 1st St SE Little Falls MN 56345		<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A: Amco Insurance Company</td> <td>19100</td> </tr> <tr> <td>INSURER B: Allied Insurance Company of America</td> <td>10127</td> </tr> <tr> <td>INSURER C:</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Amco Insurance Company	19100	INSURER B: Allied Insurance Company of America	10127	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
INSURER(S) AFFORDING COVERAGE	NAIC #																
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INSURER C:																	
INSURER D:																	
INSURER E:																	
INSURER F:																	

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

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

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:		ACP GLAO 3017435021	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 1,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS		ACP BAL 3017435021	1/1/2017	1/1/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$		ACP CAR 3017435021	1/1/2017	1/1/2018	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	ACP WCA 3017435021	1/1/2017	1/1/2018	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER Aitkin County 217 2nd St NW Aitkin, MN 56431	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE Jeremy Miller/APOEJP <i>Jeremy Miller</i>
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Board of County Commissioners Agenda Request

5B
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Bond Resolution

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*

Submitted by: Jessica Seibert, County Administrator	Department: Administration
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Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed: 5 min.
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Summary of Issue:

A resolution is needed to allow any building project expenses incurred between now and the bond release date to be paid for from bond funds.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Recommendation to approve resolution.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

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

ADOPTED July 11, 2017

By Commissioner: xx

20170711-0xx

**Resolution Relating to Financing of Certain Proposed Projects to be Undertaken by the County;
Establishing Compliance with Reimbursement Bond Regulations Under the Internal Revenue Code**

BE IT RESOLVED by the Board of County Commissioners (the "Board") of Aitkin County, Minnesota (the "County"), as follows:

1. Recitals.

- a. The Internal Revenue Service has issued Section 1.150-2 of the Income Tax Regulations (the "Regulations") dealing with the issuance of bonds, all or a portion of the proceeds of which are to be used to reimburse the County for project expenditures made by the County prior to the date of issuance.
- b. The Regulations generally require that the County make a declaration of its official intent to reimburse itself for such prior expenditures out of the proceeds of a subsequently issued series of bonds within 60 days after payment of the expenditures, that the bonds be issued and the reimbursement allocation be made from the proceeds of such bonds within the reimbursement period (as defined in the Regulations), and that the expenditures reimbursed be capital expenditures or costs of issuance of the bonds.
- c. The County desires to comply with requirements of the Regulations with respect to certain projects hereinafter identified.

2. Official Intent Declaration.

- a. The County proposes to make original expenditures with respect to Construction and Remodel of Government Center (collectively, the "Project"), prior to the issuance of reimbursement bonds, and reasonably expects to issue reimbursement bonds for the Project in the maximum principal amount not to exceed \$10,215,000.00.
- b. Other than (i) de minimis amounts permitted to be reimbursed pursuant to Section 1.150-2(f)(1) of the Regulations or (ii) expenditures constituting preliminary expenditures as defined in Section 1.150-2(f)(2) of the Regulations, the County will not seek reimbursement for any original expenditures with respect to the foregoing projects paid more than 60 days prior to the date of adoption of this resolution. All original expenditures for which reimbursement is sought will be capital expenditures or costs of issuance of the reimbursement bonds.

3. Budgetary Matters. As of the date hereof, there are no County funds reserved, pledged, allocated on a long term basis or otherwise set aside (or reasonably expected to be reserved, pledged, allocated on a long term basis or otherwise set aside) to provide permanent financing for the original expenditures related to the projects, other than pursuant to the issuance of the reimbursement bonds. Consequently, it is not expected that the issuance of the reimbursement bonds will result in the creation of any replacement proceeds.

4. Reimbursement Allocations. The County's financial officer shall be responsible for making the "reimbursement allocations" described in the Regulations, being generally the transfer of the appropriate amount of proceeds of the reimbursement bonds to reimburse the source of temporary financing used by the County to make payment of the original expenditures relating to the projects. Each reimbursement allocation shall be made within 30 days of the date of issuance of the reimbursement bonds, shall be evidenced by an entry on the official books and records of the County maintained for the reimbursement bonds and shall specifically identify the original expenditures being reimbursed.

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}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 11th day of July 2017, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 11th day of July 2017

Jessica Seibert
County Administrator



Board of County Commissioners Agenda Request

5C
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Fund Balance Review

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input checked="" type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Jessica Seibert, County Administrator	Department: Administration
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Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed: 10 min.
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Summary of Issue:

Attached is a summary of Fund Balances as of 4/30/17 for review and discussion.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*

07/05/17

BALANCE

CASH BALANCE SHEET

04/30/17

INVESTMENTS (YTD) 22,503,181.02 Investments only

CASH BALANCES

GENERAL FUND	5,306,126.27	Unrestricted	
RESERVED	139,839.58	Unrestricted	
RESERVE FROM ECON DEV	525,297.61	Unrestricted/Designated	
SHERIFF CONTINGENT	6,362.50CR	Restricted	} Included in General Fund Amount
ENHANCED 911	227,687.34CR	Restricted	
SOLID WASTE	540,955.59CR	Restricted	
COUNTY PARKS-NOW FUND 21	0.00		

Fund 1 Subtotal 5,971,263.46

ROAD & BRIDGE 4,218,289.80
"232" TURNBACK 2,731,162.13

Fund 3 Subtotal 6,949,451.93 Special Revenue/Unrestricted/Designated

UNORG R&B 627,616.14
UNORG FIRE 19,089.44
UNORG CEMETERY 0.00

Fund 4 Subtotal 646,705.58 Restricted

HEALTH & HUMAN SERVICES 2,822,303.88 Special Revenue/Unrestricted/Designated (some grant restrictions may apply)

DEBT SERVICE 768.73

DITCH JUDICIAL 2 12,419.55

COUNTY 2	0.00
COUNTY 5	0.00
COUNTY 20	0.00
COUNTY 21	0.00
COUNTY 23	0.00
COUNTY 24	0.00
COUNTY 25	0.00
COUNTY 28	0.00
COUNTY 29	80.12
COUNTY 30	26,557.83
COUNTY 34	0.00
COUNTY 36	2,755.29
COUNTY 37	0.00
COUNTY 42	0.00
COUNTY 43	0.00
COUNTY 58	0.00
COUNTY 63	1,660.78

COUNTY 66	1,278.73	
DIVERSION CHANNEL	0.00	
Fund 7 Subtotal	44,752.30	Restricted
STATE	51,823.20	Restricted
TIMBER PERMIT BONDS	72,575.27	Restricted
ABAN DEP/BAIL ESCROW	1,814.56	Restricted
CO DEVELOPMENT	635,093.61	Restricted
CONS FORF TAX SALE	7,253.07	Restricted
FORF. TAX SALE	(1,860.78)	Restricted
10 923 Subtotal	(1,860.78)	
LAW LIBRARY	83,944.53	Restricted
MISSING HEIRS	21,519.08	Restricted
CO INSURANCE TRUST	859,894.73	Special Revenue/Unrestricted
Fund 10 Subtotal	1,680,234.07	
FOREST RESOURCE	57,276.38	
MEMORIAL FOREST	205,992.11	
FOREST ROAD	(21,829.56)	
GRAVEL PIT	68,689.03	
Fund 11 Subtotal	906,638.53	Special Revenue/Unrestricted/Designated
PREPAID TAXES	34,259.46	
ARROWHEAD REG COMM	36.67	
TOWNS	69,383.14	
SCHOOLS	196,015.06	
Fund 12 Subtotal	299,694.33	Restricted
TAXES & PENALTIES	3,849,616.05	Restricted
COLLABORATIVE AGENCY	95,316.73	Restricted
ENVIRONMENTAL TRUST	487,935.96	Restricted (Can only use interest)
LLCC GENERAL OPERATIONS	(48,988.06)	
LLCC CAPITAL IMPROV. C/O	13,623.94	
Fund 19 Subtotal	(35,364.12)	
PARKS	490,666.24	Restricted
TOTAL CASH & INVEST.	24,261,806.87	Investments & Checkbook

	Unrestricted	Restricted	Special Revenue/Unrestricted
	5,196,258.03	7,527,259.77	11,538,289.07
Less Recorder's Tech. Fund	(410,368.65)	} Restricted Funds per Statute	
Less Recorder's Equip. Fund	(434,769.08)		
Less Prisoner Welfare Fund	(73,384.03)		
Less Gun Permits	(136,720.64)		
Less Prosecutorial Purposes	(5,000.00)		
Less Conservation	(28,231.00)		
Less Loans Receivable	(110,187.00)		
Less Sobriety Court Fees	(12,822.00)		
Less Econ. Dev.	(525,297.61)		(10,678,394.34) Less R&B, HHS, Land
	3,459,478.02	7,527,259.77	859,894.73

Total
24,261,806.87
(19,942,434.12)
4,319,372.75

Less: Rec.Tech.Fund, Econ. Dev., R&B, HHS, Land, Restricted Funds

**\$3,099,272 in fund balance has not yet been "released" back to the General Fund (\$1,446,551 R&B and \$1,652,721 Public Safety)

** The Aitkin County Fund Balance policy states the County aims to maintain a year-end, unrestricted fund balance of at least 42% of the following year's budgeted expenditures on all government funds. This combines the General Fund, HHS, and Highway Dept. (\$13,231,053.42)

2016 Expenditures (\$27,498,865) x 42% = \$11,549,523

- Restricted Funds
By Statute, can only be used for specific purposes
- Special Revenue/Unrestricted/Designated
Some restrictions apply, some may be accessed by resolution
- Unrestricted
Available for use



Board of County Commissioners Agenda Request

5D
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: AMC Summer Committees

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: Jessica Seibert, County Administrator	Department: Administration
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Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed: 5 min.
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Summary of Issue:

AMC is asking for volunteers to serve on the following summer policy committees:

1. Courthouse Responsibilities
2. SWCD
3. No net gain of public lands

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Recommendation to approve appointment of interested Commissioners to AMC summer policy committees.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*



Aitkin County Board of Commissioners Agenda Request Form

6

Agenda Item #

Requested Meeting Date: July 11, 2017
Title of Item: Committee Reports

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested by: County Business		
Committee	Freq.	Schedule	Current Board Representatives
Association of MN Counties (AMC) Environment & Natural Resources Policy General Government Health & Human Services Indian Affairs Task Force Public Safety Committee Transportation Policy			Commissioner Anne Marcotte Commissioner Don Niemi HHS Director Cynthia Bennett Commissioner Laurie Westerlund Commissioner Laurie Westerlund Commissioner Bill Pratt
Aitkin Airport Commission	Monthly	1 st Thursday	Wedel
Aquatic Invasive Species (AIS)	Monthly	3 rd Thursday	Wedel and Pratt
Aitkin County CARE Board			Westerlund
Aitkin County Community Corrections Advisory			Wedel and Westerlund
Aitkin County Water Planning Task Force	Bi-monthly	3 rd Wednesday	Wedel
Aitkin Economic Development Administration	As needed		Wedel
Arrowhead Counties Association	8 or 9x yearly	1x a month	Niemi and Marcotte
Arrowhead Economic Opportunity Agency	Quarterly		Westerlund
Arrowhead Regional Development Council	Monthly	3 rd Thursday	Niemi
ATV Committee	As needed		Pratt and Marcotte
Big Sandy Lake Management Plan	Monthly	2 nd Thursday	Pratt, Alt. Marcotte
Development Achievement Center	Monthly	3 rd Thursday	Westerlund, Alt. Niemi
East Central Regional Library Board	Monthly	2 nd Monday	Niemi
Economic Development	Monthly	1 st Wednesday	Pratt and Niemi
Emergency Management	As needed		Wedel
Environmental Assessment Worksheet	As needed		Marcotte and Pratt
Extension	4x year	Monday	Wedel and Westerlund
Facilities/Technology	As needed		Wedel and Marcotte
H&HS Advisory (Liaison)	Monthly except July	1 st Wednesday	Westerlund and Pratt
Historical Society (Liaison)	Monthly	4 th Wednesday	Wedel
HRA	Monthly	4 th Monday	Westerlund
Investment	As needed		All Commissioners
Joint Powers Natural Resource Board	Monthly	Last Monday	Pratt and Land Cmr Jacobs
Labor Management	Quarterly	Varies	Wedel, Alt. Westerlund
Lakes and Pines	Monthly	3 rd Monday	Niemi, Alt. Marcotte
Law Library	Quarterly	Set by Judge	Niemi
McGregor Airport Commission	Monthly	1 st Wednesday	Pratt
Mille Lacs Fisheries Input Group			Westerlund
Mille Lacs Watershed	Monthly	3 rd Monday	Niemi, Westerlund
Mississippi Headwaters Board	Monthly	3 rd Friday	Marcotte
MN Rural Counties Caucus	8x year	Varies	Niemi, Alt. Pratt
Natural Resources Advisory Committee	8-10x year	2nd Monday	Marcotte and Pratt
NE MN Office Job Training	As called		Niemi
Northeast MN ATP	2x year		Niemi and Engineer Welle
Northeast Waste Advisory Committee	Quarterly	2 nd Monday	Pratt, Alt. Westerlund
Northern Counties Land Use Coordinating Board	Monthly	1 st Thursday	Marcotte, Alt. Pratt
Ordinance	As needed		Pratt and Marcotte
Personnel/Insurance	As needed		Marcotte and Wedel
Planning Commission	Monthly	3 rd Monday	Westerlund
Snake River Watershed	Monthly	4 th Monday	Niemi
Sobriety Court	Monthly	3 rd Tuesday	Wedel
Solid Waste Advisory	As needed		Pratt and Westerlund
Toward Zero Deaths	Monthly	2 nd Wednesday	Wedel
Tri-County Community Health Services	Quarterly & as needed	2 nd Thursday	Westerlund



Board of County Commissioners Agenda Request

7A
Agenda Item #

Requested Meeting Date: July 11, 2017

Title of Item: Closed Session Under MN Statute 13D.05 Atty Client Privilege

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input checked="" type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Hold Public Hearing*

**provide copy of hearing notice that was published*

Submitted by: Jessica Seibert, County Administrator	Department: Administration
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Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed: 10 min.
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Summary of Issue:

Closed Session Under MN Statute 13D.05 Atty Client Privilege - Blandin vs. Aitkin County

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$

Is this budgeted? Yes No *Please Explain:*