

# ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS March 9, 2021 – BOARD AGENDA

## Government Center Board Room

The public is invited to join the meeting remotely by phone call 1-415-655-0001, (access code):182 854 4463; (meeting password): 7282

- 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.  
**Anyone attending virtually wishing to speak during the public comment period should notify the County Administrator's office at 218-927-7276 option 7 no later than 2:30 P.M. on the Monday before the meeting.**
- 2) **Consent Agenda** – All items on the Consent Agenda are considered to be routine and have been made available to the County Board 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 February 23, 2021 to March 8, 2021
  - B) Approve February 23, 2021 County Board Minutes
  - C) Approve Electronic Funds Transfers
  - D) Approve Commissioner Vouchers
  - E) Approve Auditor's Vouchers
  - F) Approve Auditor's Vouchers – Business Relief Grants
  - G) Approve Auditor's Vouchers – FSA Claims, PEIP Monthly Fees
  - H) Approve Manual Warrants/Voids/Corrections – FSA Claims
  - I) Approve Manual Warrants/Voids/Corrections – NSF Check
  - J) Approve Manual Warrants/Voids/Corrections – Camping Refunds
  - K) Approve Manual Warrants/Voids/Corrections – Camping Refunds
  - L) Approve Recycling Agreement Extension
  - M) Approve Donation to Aitkin County Veteran Services
  - N) Approve Consumption & Display Permit – Minnewawa Sportsmen's Club
  - O) Approve Affidavit for Duplicate of Lost Warrant – Larry McNeff
  - P) Approve Affidavit for Duplicate of Lost Warrant – Douglas Althoff
  - Q) Approve Purchase of Bobcat Compact Tract Loader & Implements
  - R) Approve Purchase of Ford F150 4x4
  - S) Approve Human Trafficking JPA Amendment 1
  - T) Approve 2020 EMPG Grant
  - U) Adopt Resolution: Accepting Donation from the LLCF to LLC
  - V) Adopt Resolution: STS Donation
  - W) Adopt Resolution: Utility Easement

- X) Adopt Resolution: 2020 Annual Apportionment of Forfeited Tax Sales
- Y) Adopt Resolution: Joint Powers Agreements
- Z) Adopt Resolution: Award Contract No. 20213
- AA) Adopt Resolution: Award Contract No. 20214
- BB) Adopt Resolution: Pavilion Grant Resolution

- 9:03 3) Steve Hughes – SWCD District Manager
  - A) Discussion Item: Aquatic Invasive Species Program Update
- 9:18 4) John Welle – County Engineer
  - A) Adopt Resolution: Trunk Highway 210 Detour Agreement 1046078
- 9:23 5) Jessica Seibert – County Administrator
  - A) Approve Recycling Contract
  - B) Approve Mille Lacs Corporate Ventures Letter of Support
  - C) Discussion Item: 2020 Year End Budget Review
  - D) Discussion Item: Quinstar Wetland Bank
  - E) Administrator Updates
- 10:23 6) Committee Updates
- 10:53 Adjourn

2B

# AITKIN COUNTY BOARD

## February 23, 2021

The Aitkin County Board of Commissioners met this 23<sup>rd</sup> day of February, 2021 at 9:16 a.m. at the Aitkin Government Center with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, Donald Niemi, Anne Marcotte, Brian Napstad, County Administrator Jessica Seibert, and Administrative Assistant Angie Sahr.

**Call to Order**

Motion made by Commissioner Napstad, seconded by Commissioner Niemi and carried, all voting yes to approve the February 23, 2021 amended agenda. Added item 6B – “Approve Front Desk Attendant”, Removed item 4A “Approve Recycling Agreement/Contract” and Replaced with “Introduction of Andrew Carlstrom”.

**Approved Agenda**

### AITKIN COUNTY HEALTH & HUMAN SERVICES BOARD MEETING

**Health & Human Services**

**Attendance**

The Aitkin County Board of Commissioners met this 23<sup>rd</sup> day of February 2021, at 9:18 a.m. as the Aitkin County Health & Human Services Board, with the following members present: Commissioners Brian Napstad, J. Mark Wedel, Don Niemi, Anne Marcotte, and Laurie Westerlund. Others present included: H&HS Director Cynthia Bennett, Public Health Supervisor Erin Melz, Adult Social Services Supervisor Jessi Schultz (VIA WebEx), Financial Services Supervisor Jessi Goble (VIA WebEx), Child Support Supervisor Julie Herbst (VIA WebEx), Aitkin County CARE Director Lynne Jacobs, ANGEL’s of McGregor representative Kathryn Beatty, County Administrator Jessica Seibert, Assistant to the County Administrator Angie Sahr, and Jennifer Eisenbart, Aitkin Independent Age (VIA WebEx).

**Agenda**

Motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members present voting yes to approve the February 23, 2021 Health & Human Services Board agenda.

**Minutes**

Motion by Commissioner Napstad, seconded by Commissioner Marcotte and carried, all members present voting yes to approve the January 26, 2021 Health and Human Services Board minutes.

**Bills**

Cynthia noted, per Accounting, that there was nothing out of the ordinary for the bills this month.

Motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members present voting yes to approve the bills.

**Senior Citizen Services**

Cynthia introduced the topic of available services for senior citizens who are homebound or isolated. Currently in Aitkin County, several organizations, agencies and groups are offering a plethora of services. In addition, there is the Senior Linkage line and the Crisis and Referral line. However, many seniors may not have connectivity or equipment to participate in some of the offerings. All organizations and agencies in our communities recognize this and are doing their best to provide relief to seniors who are feeling isolated or are homebound

## **Aitkin County CARE Presentation**

Lynne Jacobs shared a PowerPoint presentation about what CARE has been up to since COVID-19 started and how it has affected their work.

## **McGregor ANGEL's Presentation**

Kathryn Beatty shared a PowerPoint presentation detailing what the services they normally provide along with how COVID-19 has affected their services over this last year.

## **Director's Update**

Cynthia stated that due to time she would provide a more in depth legislative and director update during next month's Board meeting.

## **Approval of Contracts/Agreements/Policies**

Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members voting yes to approve the agreement with Compass Counseling Partners for January 1, 2021 through December 31, 2021.

Motion by Commissioner Niemi, seconded by Commissioner Marcotte and carried, all members voting yes to approve the agreement with Lakes & Pines CAC, Inc. for January 1, 2021 through December 31, 2021.

## **Committee Reports**

Joint Powers Board Report

Commissioner Westerlund stated that they went over the financials, By-Laws, Joint Power agreements, and had updates regarding COVID-19.

## **AEOA Committee Report**

Commissioner Westerlund said the main topic was discussion of a \$2/hour pay raise for all of the employees of AEOA and Commissioner Marcotte was concerned about how that would affect our budget in the years to come as we provide funding to them and that a \$2 /hour raise seems high. Jessica said she would get the numbers together regarding AEOA funding for review at next month's board meeting.

## **CARE Board Report**

Commissioner Westerlund said they met and the main item was review of the financial report and she added that CARE is in a great position due to the leadership of Lynne.

The meeting was adjourned at 10:16 a.m.

Next Meeting – March 23, 2021

There was no Citizens' Public Comment

Motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voting yes to approve the Consent Agenda as follows.

A) Correspondence File February 9, 2021 to February 22, 2021; B) Approve February 9, 2021 County Board Minutes; C) Approve Electronic Funds Transfers \$788,815.61; D) Approve Commissioner Vouchers: General Fund \$137,494.04, Road & Bridge

**Citizens' Public  
Comment**

**Consent Agenda**

\$42,031.33, Health & Human Services \$34,400.46, State \$90.00, Trust \$12,177.35, Forest Development \$1,279.31, Taxes & Penalties \$116.00, Long Lake Conservation Center \$283.52, Parks \$11,176.15 for a total of \$239,048.16; E) Approve Auditor's Vouchers – Contegrity, R&B: Road & Bridge \$71,186.82, Capital Project \$449,284.30, for a total of \$520,471.12; F) Approve Auditor's Vouchers – Sales, Use & Diesel Tax January 2021: General Fund \$424.62, Road & Bridge \$1,012.27, Parks \$69.79, for a total of \$1,506.68; G) Approve Auditor's Vouchers – Road & Bridge: Road & Bridge \$3,750.30; H) Approve Auditor's Vouchers – Land Dept.: Forest Development \$8,540.00; I) Approve Manual Warrants/Voids/Corrections – LLCC Credit Card Fees: Long Lake Conservation Center \$53.15; J) Approve Manual Warrants/Voids/Corrections – Elan paid 2/4/21: General Fund \$3,309.95; K) Approve Manual Warrants/Voids/Corrections –Mtg. Reg & Deed Tax January 2021: General Fund \$0.05, State \$104,589.25, for a total of \$104,589.30; L) Approve Manual Warrants/Voids/Corrections – FSA Claims 2020 & 2021: General Fund \$3,825.99; M) Approve Manual Warrants/Voids/Corrections –Elan paid 2/4/21 Allocated: General Fund -\$1,453.73, Road & Bridge \$450.00, Health & Human Services, for a total of \$0.00; N) Approve Fire Protection Contract with City of Palisade; O) Approve Affidavit for Duplicate of Lost Warrants; P) Adopt Resolution: LG214 Premises Permit / Mille Lacs Trails, Inc; Q) Adopt Resolution: Approve MnDOT Agreement No. 1045717; R) Adopt Resolution: Approve MnDOT Agreement No. 1045718; S) Information Only: Closing of FUND 17

Under the consent agenda, motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voted to approve – Fire Protection Contract with City of Palisade.

**Fire Protection Contract with City of Palisade**

Under the consent agenda, motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voted to approve – Affidavit for Duplicate of Lost Warrant – Aitkin County Abstract (2), Reinhart Foodservice.

**Affidavit for Duplicate of Lost Warrant – Aitkin County Abstract (2), Reinhart Foodservice**

Under the consent agenda, motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voted to adopt resolution: LG214 Premises Permit – Mille Lacs Trails, Inc.

**Resolution #20210223-020 LG214 Premises Permit – Mille Lacs Trails, Inc**

**BE IT RESOLVED**, the Aitkin County Board of Commissioners agrees to approve the following Premises Permit Application - Form LG214, of the Mille Lacs Trails, Inc., at TJ's Liquor – Malmo Township. This establishment has an address of 22039 321<sup>st</sup> Ave., Isle, MN 56342.

Under the consent agenda, motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voted to adopt resolution: Approve MnDOT Agreement No. 1045717.

**Resolution #20210223-021 Approve MnDOT Agreement No. 1045717**

**WHEREAS**, the County of Aitkin has applied to the Commissioner of Transportation for a Grant from the Minnesota State Transportation Fund for construction of SAP 001-598-014, and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this local road improvement project is available, and

**WHEREAS**, the amount of the Grant has been determined to be \$546,417.74.

**NOW, THEREFORE BE IT RESOLVED**, that the County of Aitkin does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the road project, but not required.

**BE IT FURTHER RESOLVED**, that the Aitkin County Engineer is authorized to execute the Agreement and any amendments to the Agreement.

Under the consent agenda, motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members voted to adopt resolution: Approve MnDOT Agreement No. 1045718.

**WHEREAS**, the County of Aitkin has applied to the Commissioner of Transportation for a Grant from the Minnesota State Transportation Fund for construction of SAP 001-612-023, and

**WHEREAS**, the Commissioner of Transportation has given notice that funding for this local road improvement project is available, and

**WHEREAS**, the amount of the Grant has been determined to be \$327,155.68.

**NOW, THEREFORE BE IT RESOLVED**, That the County of Aitkin does hereby agree to the terms and conditions of the grant consistent with Minnesota Statutes, section 174.52 and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the road project, but not required.

**BE IT FURTHER RESOLVED**, That the Aitkin County Engineer is authorized to execute the Agreement and any amendments to the Agreement.

Jessica Seibert – County Administrator presented Peggy Jones from American Peat Technology & Brother Justus Whiskey Company who gave a presentation on the American Peat Technology & Brother Justus Whiskey Company Presentation.

Jessica Seibert – County Administrator presented Jessica Johnson from Talon Metals who gave a presentation to Talon Metals activities.

Terry Neff – Environmental Services Director Introduced Andrew Carlstrom to the Board.

Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voted to adopt resolution – On, Off & Sunday Liquor License – Sheryl Ruhnke, dba Prairie River Retreat;

**BE IT RESOLVED**, The Aitkin County Board of Commissioners agrees to approve the following liquor license for a period ending December 31, 2021:

**Resolution  
#20210223-022  
Approve MnDOT  
Agreement No.  
1045718**

**APT & Brother  
Justus Whiskey  
Company  
Presentation**

**Talon Metals  
Presentation**

**Introduction of  
Andrew Carlstrom**

**Resolution  
#20210223-023  
On, Off & Sunday  
Liquor License –  
Sheryl Ruhnke,  
dba Prairie River  
Retreat**

“ON”, “OFF” and “SUNDAY” Sale:

Sheryl Marie Ruhnke, d/b/a **Prairie River Retreat** – Shamrock Township  
 This establishment has an address of 51272 Lake Ave, McGregor, MN 55760

Motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members present voted to approve Personal Committee Recommendation – Approve Hiring a Full-Time LLCC Manager.

**Approve Hiring a Full-Time LLCC Manager**

Motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members present voted to approve Personal Committee Recommendation – Approve Front Desk Attendant.

**Approve Front Desk Attendant**

Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voted to adopt resolution –LRIP Grant Application – S.A.P. 001-617-004;

**Resolution #20210223-024 LRIP Grant Application - S.A.P. 001-617-004**

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

**WHEREAS**, State Aid Project (SAP) No. 001-617-004 is an eligible resurfacing project on Aitkin County State-Aid Highway No. 17.

**THEREFORE BE IT RESOLVED**, that Aitkin County hereby supports the application of SAP 001-617-004 for the Local Road Improvement Program.

Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voted to adopt resolution –LRIP Grant Application – S.A. 001-611-003;

**Resolution #20210223-025 LRIP Grant Application - S.P. 001-617-004**

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

**WHEREAS**, State Project (SP) No. 001-611-003 is an eligible reconstruction project on Aitkin County State-Aid Highway No. 11.

**THEREFORE BE IT RESOLVED**, that Aitkin County hereby supports the application of SP 001-611-003 for the Local Road Improvement Program.

Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voted to adopt resolution – LRIP Grant Application – City of Aitkin – Bunker Hill Drive Project;

**Resolution #20210223-026 LRIP Grant Application – City of Aitkin – Bunker Hill Drive Project**

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

**WHEREAS**, the City of Aitkin desires to submit a grant application for the Local Road Improvement Program for their Bunker Hill Drive project, and

**WHEREAS**, the Local Road Improvement Program requires that Aitkin County act as the sponsor for this project.

**THEREFORE BE IT RESOLVED**, that Aitkin County agrees to act as the sponsoring agency for the Bunker Hill Drive project to accept, on behalf of the City of Aitkin, the Local

Road Improvement Program grant and to ensure that the project is performed in compliance with all applicable laws, rules and regulations.

**BE IT FURTHER RESOLVED** that John Welle, Aitkin County Engineer is hereby authorized to act as agent on behalf of this sponsoring agency.

Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voted to adopt resolution –LRIP Grant Application – Fleming Township – 328<sup>th</sup> Avenue Project;

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

**WHEREAS**, Fleming Township desires to submit a grant application for the Local Road Improvement Program for a bituminous resurfacing project on 328<sup>th</sup> Avenue, and

**WHEREAS**, the Local Road Improvement Program requires that Aitkin County act as the sponsor for this project.

**THEREFORE BE IT RESOLVED**, that Aitkin County agrees to act as the sponsoring agency for the 328<sup>th</sup> Avenue project to accept, on behalf of Fleming Township, the Local Road Improvement Program grant and to ensure that the project is performed in compliance with all applicable laws, rules and regulations.

**BE IT FURTHER RESOLVED** that John Welle, Aitkin County Engineer is hereby authorized to act as agent on behalf of this sponsoring agency.

Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voted to adopt resolution –LRIP Grant Application – Shamrock Township – Long Point Place / Bridge Road Project;

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

**WHEREAS**, Shamrock Township desires to submit a grant application for the Local Road Improvement Program for an improvement project on Long Point Place/Bridge Road, and

**WHEREAS**, the Local Road Improvement Program requires that Aitkin County act as the sponsor for this project.

**THEREFORE BE IT RESOLVED**, that Aitkin County agrees to act as the sponsoring agency for the Long Point Place/Bridge Road project to accept, on behalf of Shamrock Township, the Local Road Improvement Program grant and to ensure that the project is performed in compliance with all applicable laws, rules and regulations.

**BE IT FURTHER RESOLVED** that John Welle, Aitkin County Engineer is hereby authorized to act as agent on behalf of this sponsoring agency.

Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members present voted to approve Letter of Support – City of Aitkin – Bunker Hill Project.

**Resolution  
#20210223-027  
LRIP Grant  
Application –  
Fleming  
Township – 328<sup>th</sup>  
Avenue Project**

**Resolution  
#20210223-028  
LRIP Grant  
Application –  
Shamrock  
Township – Long  
Point Place /  
Bridge Road  
Project**

**Approve Letter of  
Support – City of  
Aitkin – Bunker  
Hill Project**



<p>Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members present voted to approve Letter of Support – Fleming Township – 328<sup>th</sup> Avenue Project.</p>	<p><b>Approve Letter of Support – Fleming Township – 328<sup>th</sup> Avenue Project</b></p>
<p>Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members present voted to approve Letter of Support – Shamrock Township – Long Point Place / Bridge Road Project.</p>	<p><b>Approve Letter of Support – Shamrock Township – Long Point Place / Bridge Road Project</b></p>
<p>Motion by Commissioner Marcotte, seconded by Commissioner Niemi and carried, all members present voted to approve Aitkin Co. COVID Business Relief Grant Awards. Commissioner Brian Napstad Abstained.</p>	<p><b>Approve Aitkin Co. COVID Business Relief Grant Awards</b></p>
<p>Motion by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members present voted to approve County Participation in Blandin Broadband Program.</p>	<p><b>Approve County Participation in Blandin Broadband Program</b></p>
<p>Jessica Seibert, County Administrator updated the Board on the following:</p> <ul style="list-style-type: none"> <li>• Economic Development Meeting</li> <li>• Aitkin Growth</li> <li>• Union Negotiations</li> <li>• Blandin Broadband Meeting</li> <li>• House Property Tax Committee Meeting</li> <li>• FEMA Flood Risk Review Meeting</li> <li>• Policy Fellows Meeting</li> <li>• Brownsfield Advisory Committee</li> <li>• AMC Transportation &amp; General Government</li> <li>• Review of Bills to Watch</li> <li>• NACO Update</li> </ul>	<p><b>Administrator Updates</b></p>
<p>Motion by Commissioner Napstad, seconded by Commissioner Niemi and carried, (3-2 Westerlund, Marcotte) to adopt resolution – Clean Car Resolution;</p>	<p><b>Resolution #20210223-029 Clean Car Resolution</b></p>
<p><b>WHEREAS</b>, Aitkin County is responsible for providing essential government services such as transportation infrastructure and solid waste management that promote a vibrant community;</p>	
<p><b>WHEREAS</b> Aitkin County works tirelessly to be good stewards of tax dollars and provide these programs in a cost-effective and efficient manner;</p>	
<p><b>WHEREAS</b>, the Minnesota Pollution Control Agency (MPCA) is in the process of adopting California’s Low-Emission Vehicle (LEV) and Zero-Emission Vehicle (ZEV)</p>	

mandates;

**WHEREAS**, the adoption of these rules is being conducted by rulemaking, which limits the scope of the discussion to a narrow set of issues, precluding a broader policy debate on the economic development, transportation, energy, and waste disposal impacts of the policy;

**THEREFORE BE IT RESOLVED** that Aitkin County supports legislative review of all regulations/laws/proposals of consequence that would bring harm to the culture and/or economy of rural Minnesota Counties.

**THEREFORE BE IT FINALLY RESOLVED** that Aitkin County opposes the adoption of the proposed Minnesota Clean Car rule without including legislative review and encourages the Walz Administration to withdraw the proposed rule and submit the proposal to the Minnesota Legislature for review.

The Board discussed: AMC, Economic Development, Aquatic Invasive Species (AIS), Facilities, Toward Zero Deaths.

Motion by Commissioner Westerlund, seconded by Commissioner Niemi and carried, all members voting yes to close the meeting at 1:14 p.m. under MN Statute 13D.03 Subd. 1(b) Labor Negotiations

Motion by Commissioner Napstad, seconded by Commissioner Marcotte and carried, all members voting yes to reopen the meeting at 1:49 p.m.

Motion by Commissioner Westerlund, seconded by Commissioner Niemi and carried, all members voting yes to adjourn the meeting at 1:49 p.m. until Tuesday, March 9, 2021 at the Aitkin County Government Center.

**Board Discussion**

**Closed Meeting**

**Reopen Meeting**

**Adjourn**

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

\_\_\_\_\_  
Jessica Seibert  
County Administrator



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** 03/09/2021

**Title of Item:** Electronic Funds Transfer

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <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>
<b>Submitted by:</b> Lori Grams		<b>Department:</b> County Treasurer
<b>Presenter (Name and Title):</b> N/A		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b>  Electronic Funds Transfer thru 3/01/2021		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b>		
<b>Financial Impact:</b> 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 <i>Please Explain:</i>		

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

**ELECTRONIC FUNDS TRANSFER**

**Thru March 1, 2021 Board Meeting March 9, 2021**

<u>Date</u>	<u>Amount</u>	<u>Reason</u>	<u>Abstract Number</u>
2/17/21	\$1,422.05	Manual Abstract	20852
2/18/21	\$4,551.71	Manual Abstract	20855
2/19/21	\$28,996.38	Commissioner Warrants	20851
2/19/21	\$7,540.84	Auditor Warrants	20853
2/23/21	\$14,605.16	Commissioner Warrants	20856
2/24/21	\$3,288.71	Manual Abstract	20861
2/26/21	\$567,862.85	Payroll Abstract	20862
2/26/21	\$9,000.00	Auditor Warrants	20863
2/26/21	\$5,612.78	Auditor Warrants	20864

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\$642,880.48

20

WLC1  
3/1/21 11:20AM

# Aitkin County



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

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

Page Break By: 1  
1 - Page Break by Fund  
2 - Page Break by Dept

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**

1 General Fund

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
1	DEPT			Commissioners			
14989	CIT						
	01-001-000-0000-6405		124.00	Surface keyboard - Napstad	120125	Office & Computer Supplies	N
<b>14989</b>	<b>CIT</b>		<b>124.00</b>		1 Transactions		
86235	The Office Shop Inc						
	01-001-000-0000-6405		35.04	office supplies	1092392-0	Office & Computer Supplies	G
<b>86235</b>	<b>The Office Shop Inc</b>		<b>35.04</b>		1 Transactions		
6097	Verizon Wireless						
	01-001-000-0000-6250		32.84	wireless bill/Wedel 02/07/2021	9872741663 03/06/2021	Telephone	N
<b>6097</b>	<b>Verizon Wireless</b>		<b>32.84</b>		1 Transactions		
<b>1</b>	<b>DEPT Total:</b>		<b>191.88</b>	<b>Commissioners</b>	<b>3 Vendors</b>	<b>3 Transactions</b>	
43	DEPT			Assessor			
4641	Holiday Credit Office						
	01-043-000-0000-6511		375.84	Jan Fuel	1400-000-147-4	Gas And Oil	N
<b>4641</b>	<b>Holiday Credit Office</b>		<b>375.84</b>		1 Transactions		
6097	Verizon Wireless						
	01-043-000-0000-6250		35.03	Wireless bill 02/02/2021	9872431613 03/01/2021	Telephone	N
<b>6097</b>	<b>Verizon Wireless</b>		<b>35.03</b>		1 Transactions		
<b>43</b>	<b>DEPT Total:</b>		<b>410.87</b>	<b>Assessor</b>	<b>2 Vendors</b>	<b>2 Transactions</b>	
44	DEPT			Central Services			
86222	Aitkin Independent Age						
	01-044-000-0000-6231		15.00	Aitkin Co Sale Ad 1/22/21	1108509	Services, Labor, Contracts	N
<b>86222</b>	<b>Aitkin Independent Age</b>		<b>15.00</b>		1 Transactions		
783	Canon Financial Services, Inc						
	01-044-000-0000-6231		248.78	Contract charge 02/01/2021	26210284 02/28/2021	Services, Labor, Contracts	N
<b>783</b>	<b>Canon Financial Services, Inc</b>		<b>248.78</b>		1 Transactions		

WLC1  
 3/1/21 11:20AM  
 1 General Fund

# 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	1099
15353	Hildi Inc 01-044-000-0000-6231			2,750.00	ACTUARIAL DISCLOSURE GASB 75	12535	Services, Labor, Contracts	N
<b>15353</b>	<b>Hildi Inc</b>			<b>2,750.00</b>	<b>1 Transactions</b>			
13624	Quadient Leasing USA, Inc 01-044-048-0000-6301			717.51	Lease pymt 12/18/2020	N8731337 03/17/2021	Postage Rentals	N
<b>13624</b>	<b>Quadient Leasing USA, Inc</b>			<b>717.51</b>	<b>1 Transactions</b>			
<b>44</b>	<b>DEPT Total:</b>			<b>3,731.29</b>	<b>Central Services</b>	<b>4 Vendors</b>	<b>4 Transactions</b>	
<b>49</b>	<b>DEPT</b>				<b>Information Technologies</b>			
88880	Datacomm Computers & Networks Inc 01-049-000-0000-6402			65.00	TC4 - UPS BATTERY	13493	Computer Supplies & Software	N
<b>88880</b>	<b>Datacomm Computers &amp; Networks Inc</b>			<b>65.00</b>	<b>1 Transactions</b>			
14071	Marco Technologies LLC 01-049-000-0000-6231			2,958.00	CISCO FMC	INV8374308	Programming, Services, Contracts	N
	01-049-000-0000-6231			262.75	CISCO ANYCONNECT APEX (25) LIC	INV8374801	Programming, Services, Contracts	N
<b>14071</b>	<b>Marco Technologies LLC</b>			<b>3,220.75</b>	<b>2 Transactions</b>			
<b>49</b>	<b>DEPT Total:</b>			<b>3,285.75</b>	<b>Information Technologies</b>	<b>2 Vendors</b>	<b>3 Transactions</b>	
<b>52</b>	<b>DEPT</b>				<b>Administration</b>			
86235	The Office Shop Inc 01-052-000-0000-6405			31.59	office supplies	1092392-0	Office & Computer Supplies	G
<b>86235</b>	<b>The Office Shop Inc</b>			<b>31.59</b>	<b>1 Transactions</b>			
<b>52</b>	<b>DEPT Total:</b>			<b>31.59</b>	<b>Administration</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>53</b>	<b>DEPT</b>				<b>Human Resources</b>			
86235	The Office Shop Inc 01-053-000-0000-6405			36.06	office supplies	1092392-0	Office & Computer Supplies	G
<b>86235</b>	<b>The Office Shop Inc</b>			<b>36.06</b>	<b>1 Transactions</b>			
<b>53</b>	<b>DEPT Total:</b>			<b>36.06</b>	<b>Human Resources</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>90</b>	<b>DEPT</b>				<b>Attorney</b>			

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Vendor	Name	Accr	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
No.	Account/Formula					Paid On Bhf #	On Behalf of Name	
783	Canon Financial Services, Inc		166.12	Contract charge		26210282	Office Equipment	N
	01-090-000-0000-6625			02/01/2021	02/28/2021			
	01-090-000-0000-6625		326.99	Contract charge		26210285	Office Equipment	N
				02/01/2021	02/28/2021			
<b>783</b>	<b>Canon Financial Services, Inc</b>		<b>493.11</b>		<b>2 Transactions</b>			
86235	The Office Shop Inc		102.89	office supplies		1092526-0	Office & Computer Supplies	G
	01-090-000-0000-6405							
	01-090-000-0000-6405		18.84	office supplies		1092526-1	Office & Computer Supplies	G
<b>86235</b>	<b>The Office Shop Inc</b>		<b>121.73</b>		<b>2 Transactions</b>			
<b>90</b>	<b>DEPT Total:</b>		<b>614.84</b>	<b>Attorney</b>		<b>2 Vendors</b>	<b>4 Transactions</b>	
<b>100</b>	<b>DEPT</b>			<b>Recorder</b>				
9373	ESRI		27,500.00	ENTERPRISE SOFTWARE/MAINT		93984520	Services, Labor, Contracts-Land Records	N
	01-100-195-0000-6231			02/05/2021	02/04/2022			
<b>9373</b>	<b>ESRI</b>		<b>27,500.00</b>		<b>1 Transactions</b>			
2386	Information Systems Corp		985.00	Scanner Maint Agreement		25630	Services, Labor, Contracts-Recorder's	N
	01-100-196-0000-6231							
<b>2386</b>	<b>Information Systems Corp</b>		<b>985.00</b>		<b>1 Transactions</b>			
<b>100</b>	<b>DEPT Total:</b>		<b>28,485.00</b>	<b>Recorder</b>		<b>2 Vendors</b>	<b>2 Transactions</b>	
<b>110</b>	<b>DEPT</b>			<b>Courthouse Maintenance</b>				
4641	Holiday Credit Office		32.23	GAS FOR EQUIPMENT		1400000135208	Gas And Oil	N
	01-110-000-0000-6511							
<b>4641</b>	<b>Holiday Credit Office</b>		<b>32.23</b>		<b>1 Transactions</b>			
9692	Minnesota Energy Resources Corporation		1,856.02	GAS SERVICE-CH		0506823754	Utilities & Heating	N
	01-110-000-0000-6254			01/19/2021	02/15/2021			
<b>9692</b>	<b>Minnesota Energy Resources Corporation</b>		<b>1,856.02</b>		<b>1 Transactions</b>			
3950	Public Utilities		3,181.45	Utilities		1430-00	Utilities & Heating	N
	01-110-000-0000-6254							



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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	1099
	01-110-000-0000-6254		125.29	Utilities 01/16/2021 02/16/2021	50109-00	Utilities & Heating	N
	01-110-000-0000-6254		170.37	Utilities 01/16/2021 02/16/2021	50186-00	Utilities & Heating	N
	01-110-000-0000-6254		327.74	Utilities 01/16/2021 02/16/2021	50188-00	Utilities & Heating	N
	01-110-000-0000-6254		39.57	Utilities 01/16/2021 02/16/2021	50202-00	Utilities & Heating	N
	01-110-000-0000-6254		34.37	Utilities 01/16/2021 02/16/2021	509-00	Utilities & Heating	N
<b>3950</b>	<b>Public Utilities</b>		<b>3,878.79</b>		<b>6 Transactions</b>		
10698	Stericycle, Inc 01-110-000-0000-6255		30.10	Steri-Safe 03/01/2021 03/31/2021	4009935308	Garbage	6
<b>10698</b>	<b>Stericycle, Inc</b>		<b>30.10</b>		<b>1 Transactions</b>		
<b>110</b>	<b>DEPT Total:</b>		<b>5,797.14</b>	<b>Courthouse Maintenance</b>	<b>4 Vendors</b>	<b>9 Transactions</b>	
<b>120</b>	<b>DEPT</b>			<b>Service Officer</b>			
86235	The Office Shop Inc 01-120-000-0000-6405		31.04	batteries, post-its, pencils	1092315-0	Office & Computer Supplies	G
<b>86235</b>	<b>The Office Shop Inc</b>		<b>31.04</b>		<b>1 Transactions</b>		
3518	Voyageur Press Of Mcgregor, Inc 01-120-000-0000-6230		100.00	Display ad - 1/5/21	42855	Printing, Publishing & Adv	G
<b>3518</b>	<b>Voyageur Press Of Mcgregor, Inc</b>		<b>100.00</b>		<b>1 Transactions</b>		
<b>120</b>	<b>DEPT Total:</b>		<b>131.04</b>	<b>Service Officer</b>	<b>2 Vendors</b>	<b>2 Transactions</b>	
<b>122</b>	<b>DEPT</b>			<b>Planning &amp; Zoning</b>			
999999000	Alexis Investments, LLC 01-122-000-0000-6820		100.00	P&Z App Refund	2020-006777	Refunds & Reimbursements	N
<b>999999000</b>	<b>Alexis Investments, LLC</b>		<b>100.00</b>		<b>1 Transactions</b>		
<b>122</b>	<b>DEPT Total:</b>		<b>100.00</b>	<b>Planning &amp; Zoning</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
123	DEPT			Coroner			
3987	Ramsey County Medical Examiner						
	01-123-000-0000-6260		1,625.68	ME 21-0045, Medex 029207	01/04/21	Autopsies--Pathologist, Xrays, Etc	N
<b>3987</b>	<b>Ramsey County Medical Examiner</b>		<b>1,625.68</b>	<b>1 Transactions</b>			
9151	River Valley Forensic Services PA						
	01-123-000-0000-6231		500.00	ME 21-0045 01/04/21	1379	Coroner Fees	6
	01-123-000-0000-6231		500.00	ME 21-0414 02/05/21	1379	Coroner Fees	6
	01-123-000-0000-6231		250.00	January ME services	1379	Coroner Fees	6
<b>9151</b>	<b>River Valley Forensic Services PA</b>		<b>1,250.00</b>	<b>3 Transactions</b>			
<b>123</b>	<b>DEPT Total:</b>		<b>2,875.68</b>	<b>Coroner</b>	<b>2 Vendors</b>	<b>4 Transactions</b>	
200	DEPT			Enforcement			
6038	Beasleys Mississippi Landing Inc						
	01-200-201-0000-6610		18.15	#211 gas	2523-24	Equipment	G
	01-200-201-0000-6610		30.50	#204 gas	2523-25	Equipment	G
<b>6038</b>	<b>Beasleys Mississippi Landing Inc</b>		<b>48.65</b>	<b>2 Transactions</b>			
12988	Forms & Systems of Minnesota						
	01-200-000-0000-6405		1,026.24	citations (40)	172331	Office Supplies	N
<b>12988</b>	<b>Forms &amp; Systems of Minnesota</b>		<b>1,026.24</b>	<b>1 Transactions</b>			
1775	Galls LLC						
	01-200-000-0000-6610		375.74	TLR-2 HL gun mount	017571732	Equipment & Radios	N
	01-200-000-0000-6410		92.32	cuff cases, belt keepers	017616049	Clothing Allowance	N
	01-200-000-0000-6410		376.19	#226 #227 shirts	017642668	Clothing Allowance	N
	01-200-000-0000-6410		139.96	#224 rapid shirt	017664957	Clothing Allowance	N
<b>1775</b>	<b>Galls LLC</b>		<b>984.21</b>	<b>4 Transactions</b>			
9517	GFA						
	01-200-000-0000-6272		650.00	Pre-Emp psych screening	3400771	Physical Examinations	N
<b>9517</b>	<b>GFA</b>		<b>650.00</b>	<b>1 Transactions</b>			
2925	L & M Supply, Inc.						
	01-200-019-0000-6409		7.98	biscuits	10136074	Supplies	N
<b>2925</b>	<b>L &amp; M Supply, Inc.</b>		<b>7.98</b>	<b>1 Transactions</b>			
12553	MEYER'S SERVICE CENTER						

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Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
12553	MEYER'S SERVICE CENTER			36.74	oil change #207	18672	Car Maintenance	N
				<b>36.74</b>		1 Transactions		
10412	O'Reilly Auto Parts			14.62	Syl light capsules	1878-479423	Car Maintenance	N
10412	O'Reilly Auto Parts			<b>14.62</b>		1 Transactions		
13864	Sandberg/Kristi			1,000.00	March Ins		Health Insurance-Employer	N
13864	Sandberg/Kristi			<b>1,000.00</b>		1 Transactions		
13934	The Tire Barn			209.94	battery #221	56573	Car Maintenance	N
				432.60	oil change, rear hub #202	56643	Car Maintenance	N
				62.68	oil change, rotate tires #216	56688	Car Maintenance	N
13934	The Tire Barn			<b>705.22</b>		3 Transactions		
10930	Tidholm Productions			149.60	Juv Detention Report forms	17419624	Services & Labor (Incl Contracts)	Y
10930	Tidholm Productions			<b>149.60</b>		1 Transactions		
9302	WEX Bank			5,214.42	deputy gas	70208860	Gas And Oil	N
9302	WEX Bank			<b>5,214.42</b>		1 Transactions		
13848	WYATT'S TOWING			320.00	21-0256 recovered vehicle	01/05/2021	Wrecker Service	Y
				150.00	21-0278 Polaris XL850	02/06/2021	Wrecker Service	Y
				150.00	21-0278 Polaris Dragon 800	02/06/2021	Wrecker Service	Y
				600.00	21-0325 Dodge Caravan	02/12/2021	Wrecker Service	Y
13848	WYATT'S TOWING			<b>1,220.00</b>		4 Transactions		
200	DEPT Total:			<b>11,057.68</b>	<b>Enforcement</b>	<b>12 Vendors</b>	<b>21 Transactions</b>	
202	DEPT				Boat & Water			
3950	Public Utilities			41.82	Utilities	1345-00	Utilities	N
					01/16/2021	02/16/2021		

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Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
3950	Public Utilities			41.82		1 Transactions		
<b>202</b>	<b>DEPT Total:</b>			<b>41.82</b>	<b>Boat &amp; Water</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
203	DEPT				Snowmobile			
9302	WEX Bank 01-203-000-0000-6511			564.36	#208 gas	70208860	Gas And Oil	N
9302	WEX Bank			564.36		1 Transactions		
<b>203</b>	<b>DEPT Total:</b>			<b>564.36</b>	<b>Snowmobile</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
206	DEPT				Forfeitures			
10475	Creative Product Sourcing, Inc 01-206-000-0000-6409			300.06	D.A.R.E. grad goodies	137444	Forfeiture Supplies	N
10475	Creative Product Sourcing, Inc			300.06		1 Transactions		
<b>206</b>	<b>DEPT Total:</b>			<b>300.06</b>	<b>Forfeitures</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
252	DEPT				Corrections			
783	Canon Financial Services, Inc 01-252-000-0000-6231			101.52	dispatch copier lease	26210290	Services & Labor (Incl Contracts)	N
783	Canon Financial Services, Inc			101.52		1 Transactions		
88628	Dalco Enterprises, Inc. 01-252-000-0000-6409			546.09	black gloves, blue gloves	3736100	Jail Supplies	N
88628	Dalco Enterprises, Inc.			546.09		1 Transactions		
1775	Galls LLC 01-252-000-0000-6410			32.32	buckless trouser	0175591724	Clothing Allowance	N
1775	Galls LLC			32.32		1 Transactions		
2928	Lundberg Plumbing & Heating, Inc 01-252-000-0000-6610			240.00	diaelectric unions water heater	18655	Equipment	N
2928	Lundberg Plumbing & Heating, Inc			240.00		1 Transactions		
13844	McKesson Medical Surgical 01-252-000-0000-6262			8.22	lice treatment	20755684	Medical Expenses & Supplies - Inmates	N
	01-252-000-0000-6262			15.95	utility scissors	20759936	Medical Expenses & Supplies - Inmates	N

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		01-252-000-0000-6262			137.07	bandages, compress		20763745		Medical Expenses & Supplies - Inmates		N
		01-252-000-0000-6262			3.87	diamode		21032149		Medical Expenses & Supplies - Inmates		N
<b>13844</b>	<b>McKesson Medical Surgical</b>				<b>165.11</b>							
												4 Transactions
3160	Mille Lacs Energy Coop-Albert Lea											
		01-252-000-0000-6254			40.88	shelter/tower		34-54-015-01		Utilities & Heating		N
<b>3160</b>	<b>Mille Lacs Energy Coop-Albert Lea</b>				<b>40.88</b>							
												1 Transactions
9692	Minnesota Energy Resources Corporation											
		01-252-000-0000-6254			2,133.69	GAS SERVICE-JAIL		0505221458		Utilities & Heating		N
							01/19/2021		02/15/2021			
		01-252-000-0000-6254			273.91	GAS SERVICE-JAIL		0505399584		Utilities & Heating		N
		01-252-000-0000-6254			166.78	GAS SERVICE-STS		0506726121		Utilities & Heating		N
							01/20/2021		02/16/2021			
<b>9692</b>	<b>Minnesota Energy Resources Corporation</b>				<b>2,574.38</b>							
												3 Transactions
9228	North Memorial Ambulance Service											
		01-252-000-0000-6262			467.83	inmate AJP		2027021		Medical Expenses & Supplies - Inmates		N
<b>9228</b>	<b>North Memorial Ambulance Service</b>				<b>467.83</b>							
												1 Transactions
3789	Pan-O-Gold Baking Company											
		01-252-000-0000-6418			141.54	groceries		10002421042011		Groceries		N
		01-252-000-0000-6418			130.82	groceries		10002421049007		Groceries		N
<b>3789</b>	<b>Pan-O-Gold Baking Company</b>				<b>272.36</b>							
												2 Transactions
11947	Phoenix Supply											
		01-252-000-0000-6424			324.75	sheets		22047		Inmate Supplies		N
<b>11947</b>	<b>Phoenix Supply</b>				<b>324.75</b>							
												1 Transactions
3950	Public Utilities											
		01-252-000-0000-6254			5,488.00	Utilities		1431-00		Utilities & Heating		N
							01/16/2021		02/16/2021			
		01-252-000-0000-6254			92.09	Utilities		507-00		Utilities & Heating		N
							01/16/2021		02/16/2021			
		01-252-000-0000-6254			1,101.54	Utilities		512-00		Utilities & Heating		N
							01/16/2021		02/16/2021			
<b>3950</b>	<b>Public Utilities</b>				<b>6,681.63</b>							
												3 Transactions
10771	Regional Diagnostic Radiology											

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	01-252-000-0000-6262			30.00	J.T. radiology 11/10/20	RDR60961	Medical Expenses & Supplies - Inmates	6
	01-252-000-0000-6262			30.00	J.T. radiology 01/12/21	RDR60961	Medical Expenses & Supplies - Inmates	6
<b>10771</b>	<b>Regional Diagnostic Radiology</b>			<b>60.00</b>				<b>2 Transactions</b>
<b>9295</b>	<b>Reinhart Foodservice</b>							
	01-252-000-0000-6418			35.98-	Replaces check #83720	2323	Groceries	N
	01-252-000-0000-6418			2,160.78	Replaces check #83720	404137	Groceries	N
	01-252-000-0000-6418			2,308.32	Replaces check #83720	410757	Groceries	N
	01-252-000-0000-6418			39.99	Replaces check #83720	410772	Groceries	N
	01-252-000-0000-6418			17.37-	Replaces check #83720	412944	Groceries	N
	01-252-000-0000-6418			1,944.39	groceries	504150	Groceries	N
	01-252-000-0000-6418			2,415.64	groceries	511231	Groceries	N
<b>9295</b>	<b>Reinhart Foodservice</b>			<b>8,815.77</b>				<b>7 Transactions</b>
<b>9499</b>	<b>Reliance Telephone Systems, Inc</b>							
	01-252-252-0000-6406			900.00	phone cards	D-25502	Phone Card Prisoner Welfare	N
<b>9499</b>	<b>Reliance Telephone Systems, Inc</b>			<b>900.00</b>				<b>1 Transactions</b>
<b>86235</b>	<b>The Office Shop Inc</b>							
	01-252-000-0000-6405			11.78	calendar	1088112-1	Office & Computer Supplies	G
<b>86235</b>	<b>The Office Shop Inc</b>			<b>11.78</b>				<b>1 Transactions</b>
<b>9302</b>	<b>WEX Bank</b>							
	01-252-000-0000-6330			189.13	transport gas	70208860	Prisoner Transportation & Travel	N
<b>9302</b>	<b>WEX Bank</b>			<b>189.13</b>				<b>1 Transactions</b>
<b>252</b>	<b>DEPT Total:</b>			<b>21,423.55</b>	<b>Corrections</b>	<b>16 Vendors</b>	<b>31 Transactions</b>	
<b>257</b>	<b>DEPT</b>				<b>Community Corrections</b>			
<b>14563</b>	<b>Anoka County Corrections</b>							
	01-257-255-0000-6204			9,240.00	Juv Det Fees 01/01/2021	832-1000002-1	Juvenile Detention	N
<b>14563</b>	<b>Anoka County Corrections</b>			<b>9,240.00</b>				<b>1 Transactions</b>
<b>11997</b>	<b>Minnesota Monitoring, Inc</b>							
	01-257-267-0000-6341			3,245.25	EHM Rental-Probation	13142	Equipment Rental	N
	01-257-258-0000-6342			159.00	EHM Rental-Sobriety Ct	13152	Equipment Rental/Contracts-Home Moni	N
<b>11997</b>	<b>Minnesota Monitoring, Inc</b>			<b>3,404.25</b>				<b>2 Transactions</b>

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Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
9489	Redwood Toxicology Laboratory, Inc			21.94	urinalysis supplies S&H	02239920211	Drug Testing Fee	6
	01-257-267-0000-6274							
<b>9489</b>	<b>Redwood Toxicology Laboratory, Inc</b>			<b>21.94</b>				
					1 Transactions			
<b>257</b>	<b>DEPT Total:</b>			<b>12,666.19</b>	<b>Community Corrections</b>	<b>3 Vendors</b>	<b>4 Transactions</b>	
<b>391</b>	DEPT				Solid Waste			
	2763 Countryside Sanitation			1,033.00	Recycling contract	Jan 2021	Recycling Contract	Y
	01-391-060-0000-6360				01/01/2021			
					01/31/2021			
<b>2763</b>	<b>Countryside Sanitation</b>			<b>1,033.00</b>				
					1 Transactions			
<b>391</b>	<b>DEPT Total:</b>			<b>1,033.00</b>	<b>Solid Waste</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>500</b>	DEPT				Library And Historical Society			
	11416 Aitkin County CARE, Inc			37,900.00	2021 Appropriations		CARE Approp	N
	01-500-502-0000-6848							
<b>11416</b>	<b>Aitkin County CARE, Inc</b>			<b>37,900.00</b>				
					1 Transactions			
<b>500</b>	<b>DEPT Total:</b>			<b>37,900.00</b>	<b>Library And Historical Society</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>1</b>	<b>Fund Total:</b>			<b>130,677.80</b>	<b>General Fund</b>		<b>97 Transactions</b>	

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# 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	1099
301	DEPT			R&B Administration			
86222	Aitkin Independent Age 03-301-000-0000-6241		139.50	2021 CALC CHLOR AD FOR BID	1116356	Fees/Prof/Misc	N
<b>86222</b>	<b>Aitkin Independent Age</b>		<b>139.50</b>	1 Transactions			
783	Canon Financial Services, Inc 03-301-000-0000-6300		162.82	CONTRACT CHARGE	26210289	Service Contracts	N
<b>783</b>	<b>Canon Financial Services, Inc</b>		<b>162.82</b>	1 Transactions			
10855	Culligan 03-301-000-0000-6400		28.00	JT-WATER	515266	Supplies And Materials	N
	03-301-000-0000-6400		29.60	JT-WATER	518568	Supplies And Materials	N
	03-301-000-0000-6400		37.00	WATER	520437	Supplies And Materials	N
	03-301-000-0000-6400		8.05	JT-RENTAL-DEC PRORATE	STMT	Supplies And Materials	N
	03-301-000-0000-6400		10.50	JT-RENTAL-FEB	STMT	Supplies And Materials	N
	03-301-000-0000-6400		10.50	JT-RENTAL-JAN	STMT	Supplies And Materials	N
<b>10855</b>	<b>Culligan</b>		<b>123.65</b>	6 Transactions			
11406	Innovative Office Solutions, LLC 03-301-000-0000-6400		133.46	OFFICE SUPPLIES	IN3268609	Supplies And Materials	N
<b>11406</b>	<b>Innovative Office Solutions, LLC</b>		<b>133.46</b>	1 Transactions			
13037	Reserve Account 03-301-000-0000-6205		500.00	POSTAGE	4	Postage	N
<b>13037</b>	<b>Reserve Account</b>		<b>500.00</b>	1 Transactions			
6097	Verizon Wireless 03-301-000-0000-6400		239.92	PHONE CASES	9872469939	Supplies And Materials	N
<b>6097</b>	<b>Verizon Wireless</b>		<b>239.92</b>	1 Transactions			
<b>301</b>	<b>DEPT Total:</b>		<b>1,299.35</b>	<b>R&amp;B Administration</b>	<b>6 Vendors</b>	<b>11 Transactions</b>	
302	DEPT			R&B Engineering/Construction			
10083	Cedarbrook Lumber Comp 03-302-000-0000-6449		76.05	ENGINEERING SUPPLIES	112996	Rd/Br Engr. Supplies	N
<b>10083</b>	<b>Cedarbrook Lumber Comp</b>		<b>76.05</b>	1 Transactions			
7525	Hometown Bldg Supply 03-302-000-0000-6449		21.90	ENGINEERING SUPPLIES	2102-029482	Rd/Br Engr. Supplies	N



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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	1099
7525	Hometown Bldg Supply			21.90		1 Transactions		
<b>302</b>	<b>DEPT Total:</b>			<b>97.95</b>	<b>R&amp;B Engineering/Construction</b>	<b>2 Vendors</b>	<b>2 Transactions</b>	
<b>303</b>	<b>DEPT</b>				<b>R&amp;B Highway Maintenance</b>			
8693	ASV, LLC							
	03-303-000-0000-6590			609.12	REPAIR PARTS	526291	Repair & Maintenance Supplies	N
	03-303-000-0000-6590			835.84	REPAIR PARTS	526571	Repair & Maintenance Supplies	N
	03-303-000-0000-6590			101.16	REPAIR PARTS	526572	Repair & Maintenance Supplies	N
	03-303-000-0000-6590			35.16	REPAIR PARTS	526950	Repair & Maintenance Supplies	N
<b>8693</b>	<b>ASV, LLC</b>			<b>1,581.28</b>		<b>4 Transactions</b>		
13725	Beartooth True Value							
	03-303-000-0000-6298			74.99	AITKIN SHOP SUPPLIES	B148752	Shop Maintenance	N
<b>13725</b>	<b>Beartooth True Value</b>			<b>74.99</b>		<b>1 Transactions</b>		
10083	Cedarbrook Lumber Comp							
	03-303-000-0000-6298			21.98	AITKIN SHOP	112957	Shop Maintenance	N
<b>10083</b>	<b>Cedarbrook Lumber Comp</b>			<b>21.98</b>		<b>1 Transactions</b>		
163	Charter Communications							
	03-303-000-0000-6254			141.76	PHONE: HWY OFFICE	0-022823021921	Utilities	N
<b>163</b>	<b>Charter Communications</b>			<b>141.76</b>		<b>1 Transactions</b>		
14887	Cintas Corporation							
	03-303-000-0000-6298			9.63	SHOP LAUNDRY	4075850300	Shop Maintenance	N
	03-303-000-0000-6298			49.52	SHOP LAUNDRY	4076544412	Shop Maintenance	N
<b>14887</b>	<b>Cintas Corporation</b>			<b>59.15</b>		<b>2 Transactions</b>		
5893	Consolidated Telecommunications Co.							
	03-303-000-0000-6254			150.00	HIGH SPEED INTERNET	20869703	Utilities	N
<b>5893</b>	<b>Consolidated Telecommunications Co.</b>			<b>150.00</b>		<b>1 Transactions</b>		
9857	Diamond Industrial Cleaning Equipment							
	03-303-000-0000-6298			74.47	AITKIN SHOP	20548	Shop Maintenance	N
<b>9857</b>	<b>Diamond Industrial Cleaning Equipment</b>			<b>74.47</b>		<b>1 Transactions</b>		
1430	Dotzler Power Equipment							
	03-303-000-0000-6298			14.65	AITKIN SHOP SUPPLIES	19286	Shop Maintenance	N

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Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
<b>1430</b>	<b>Dotzler Power Equipment</b>			<b>14.65</b>				
					1 Transactions			
7935	<b>East Central Energy</b>							
	03-303-000-0000-6254			129.79	JAN/FEB POWER-MCGRATH	35018290	Utilities	N
	03-303-000-0000-6254			44.60	JAN/FEB POWER-STREET LIGHT	35018408	Utilities	N
<b>7935</b>	<b>East Central Energy</b>			<b>174.39</b>				
					2 Transactions			
7060	<b>Federated Co-Ops Inc.</b>							
	03-303-000-0000-6297			1,266.62	JACOBSON SHOP PROPANE	454155	Shop Fuel	N
<b>7060</b>	<b>Federated Co-Ops Inc.</b>			<b>1,266.62</b>				
					1 Transactions			
1829	<b>Goble's Sewer Service Inc.</b>							
	03-303-000-0000-6298			215.00	AITKIN SHOP	21740	Shop Maintenance	N
	03-303-000-0000-6298			165.00	SWATARA SHOP	21741	Shop Maintenance	N
	03-303-000-0000-6298			165.00	PALISADE SHOP	21742	Shop Maintenance	N
<b>1829</b>	<b>Goble's Sewer Service Inc.</b>			<b>545.00</b>				
					3 Transactions			
7525	<b>Hometown Bldg Supply</b>							
	03-303-000-0000-6298			55.08	AITKIN SHOP SUPPLIES	2102-029654	Shop Maintenance	N
<b>7525</b>	<b>Hometown Bldg Supply</b>			<b>55.08</b>				
					1 Transactions			
91187	<b>Lake Country Power</b>							
	03-303-000-0000-6254			241.00	JAN JACOBSON	1400073000	Utilities	N
	03-303-000-0000-6254			127.90	JAN SWATARA	140946401	Utilities	N
	03-303-000-0000-6254			56.00	JAN CSAH 6	143093502	Utilities	N
<b>91187</b>	<b>Lake Country Power</b>			<b>424.90</b>				
					3 Transactions			
2831	<b>Little Falls Machine Inc</b>							
	03-303-000-0000-6590			3,825.70	REPAIR PARTS	360705	Repair & Maintenance Supplies	N
<b>2831</b>	<b>Little Falls Machine Inc</b>			<b>3,825.70</b>				
					1 Transactions			
15300	<b>MCGREGOR ACE HARDWARE</b>							
	03-303-000-0000-6298			57.58	AITKIN SHOP SUPPLIES	C3443	Shop Maintenance	N
<b>15300</b>	<b>MCGREGOR ACE HARDWARE</b>			<b>57.58</b>				
					1 Transactions			
3160	<b>Mille Lacs Energy Coop-Albert Lea</b>							
	03-303-000-0000-6254			960.01	POWER: PALISADE	18-52-026-01	Utilities	N
	03-303-000-0000-6254			53.60	169 & CSAH 3	19-23-010-01	Utilities	N
	03-303-000-0000-6254			53.00	CSAH 5	27-35-015-02	Utilities	N

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
	03-303-000-0000-6254			156.59	POWER: MCGREGOR	29-53-003-01	Utilities	N
	03-303-000-0000-6254			53.00	CSAH 8	30-06-012-02	Utilities	N
	03-303-000-0000-6254			53.00	CSAH 4	32-32-007-02	Utilities	N
	03-303-000-0000-6254			2,332.40	POWER: AITKIN	33-52-007-02	Utilities	N
	03-303-000-0000-6254			60.57	169 & CSAH 28	39-62-022-01	Utilities	N
	03-303-000-0000-6254			41.74	CSAH 12	40-06-000-01	Utilities	N
	03-303-000-0000-6254			53.00	CSAH 12	46-56-023-02	Utilities	N
	03-303-000-0000-6254			53.00	CSAH 11	48-09-009-02	Utilities	N
	03-303-000-0000-6254			54.05	47 & CSAH 2	54-51-104-01	Utilities	N
<b>3160</b>	<b>Mille Lacs Energy Coop-Albert Lea</b>			<b>3,923.96</b>				
					12 Transactions			
9179	<b>NORTH CENTRAL INTERNATIONAL, LLC</b>							
	03-303-000-0000-6590			246.93	REPAIR PARTS	X220000494:02	Repair & Maintenance Supplies	N
	03-303-000-0000-6590			887.07	REPAIR PARTS	X220002359:01	Repair & Maintenance Supplies	N
<b>9179</b>	<b>NORTH CENTRAL INTERNATIONAL, LLC</b>			<b>1,134.00</b>				
					2 Transactions			
8446	<b>Northern Star Coop Service</b>							
	03-303-000-0000-6297			1,043.04	LP: SWATARA	15798	Shop Fuel	N
<b>8446</b>	<b>Northern Star Coop Service</b>			<b>1,043.04</b>				
					1 Transactions			
8691	<b>Northland Hydraulic Service</b>							
	03-303-000-0000-6590			300.00	REPAIR LABOR	11349	Repair & Maintenance Supplies	Y
	03-303-000-0000-6590			883.04	REPAIR PARTS	11349	Repair & Maintenance Supplies	Y
	03-303-000-0000-6590			762.68	REPAIR PARTS	11350	Repair & Maintenance Supplies	Y
	03-303-000-0000-6590			300.00	REPAIR LABOR	11350	Repair & Maintenance Supplies	Y
<b>8691</b>	<b>Northland Hydraulic Service</b>			<b>2,245.72</b>				
					4 Transactions			
10720	<b>Nuss Truck Group Inc</b>							
	03-303-000-0000-6590			22.78	REPAIR PARTS	6134821P	Repair & Maintenance Supplies	N
	03-303-000-0000-6590			898.90	REPAIR PARTS	6135205P	Repair & Maintenance Supplies	N
	03-303-000-0000-6590			711.52	REPAIR PARTS	6135290P	Repair & Maintenance Supplies	N
	03-303-000-0000-6590			96.14	REPAIR PARTS	CM6134496P	Repair & Maintenance Supplies	N
<b>10720</b>	<b>Nuss Truck Group Inc</b>			<b>1,537.06</b>				
					4 Transactions			
3950	<b>Public Utilities</b>							
	03-303-000-0000-6254			51.59	HWY 47 & CR 12	1686-00	Utilities	N
	03-303-000-0000-6254			45.75	HWY 210 W & CR 28	59455-00	Utilities	N
	03-303-000-0000-6254			95.12	AITKIN SHOP WATER	63335-00	Utilities	N
	03-303-000-0000-6254			53.14	HWY 21/169 E & CR 12	63388-00	Utilities	N

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Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
3950	Public Utilities			245.60				
					4 Transactions			
6097	Verizon Wireless							
	03-303-000-0000-6254			419.42	DEPT CELL PHONES	9872469939	Utilities	N
6097	Verizon Wireless			419.42				
					1 Transactions			
8605	Wayne's Sanitation LLC							
	03-303-000-0000-6254			52.73	GARBAGE: MCGRATH	312552	Utilities	N
	03-303-000-0000-6254			52.73	GARBAGE: MCGRATH	314618	Utilities	N
8605	Wayne's Sanitation LLC			105.46				
					2 Transactions			
9642	WEX BANK							
	03-303-000-0000-6513			2,469.97	GASOLINE	1/8-2/7/21	Motor Fuel & Lubricants	N
	03-303-000-0000-6513			24.67	REBATE	1/8-2/7/21	Motor Fuel & Lubricants	N
9642	WEX BANK			2,445.30				
					2 Transactions			
303	DEPT Total:			21,567.11	R&B Highway Maintenance	24 Vendors	56 Transactions	
307	DEPT				R&B Capital Infrastructure			
86222	Aitkin Independent Age							
	03-307-000-0000-6230			93.00	AD FOR BID	1116913	Printing & Publishing	N
86222	Aitkin Independent Age			93.00				
					1 Transactions			
307	DEPT Total:			93.00	R&B Capital Infrastructure	1 Vendors	1 Transactions	
3	Fund Total:			23,057.41	Road & Bridge		70 Transactions	

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 4 Special Revenue(Unorg R&E)

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
422	DEPT		Unorganized Fire			
176	City Of Palisade					
	04-422-000-0000-6801		2022 Fire Protection Unorg 50-		Appropriations	N
	04-422-000-0000-6801		2023 Fire Protection Unorg 51-		Appropriations	N
	04-422-000-0000-6801		2024 Fire Protection Unorg 49-		Appropriations	N
	04-422-000-0000-6801		2025 Fire Protection Unorg 50-		Appropriations	N
	04-422-000-0000-6801		2026 Fire Protection Unorg 50-		Appropriations	N
176	City Of Palisade		5 Transactions			
422	DEPT Total:		Unorganized Fire	1 Vendors	5 Transactions	
4	Fund Total:		Special Revenue(Unorg R&B,Fire		5 Transactions	

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
400	DEPT			Public Health Department			
9553	Aramark Uniform & Career Apparel Group 05-400-440-0410-6422		5.45	Cleaning Supplies 02/23/2021	22066700	Janitorial Services/Supplies	N
9553	Aramark Uniform & Career Apparel Group		5.45	1 Transactions			
9692	Minnesota Energy Resources Corporation 05-400-440-0410-6254		103.28	Gas Bill 01/19/2021	0506533565-000	Utilities-Gas and Electric	N
9692	Minnesota Energy Resources Corporation		103.28	02/17/2021 1 Transactions			
3950	Public Utilities 05-400-440-0410-6254		281.87	Electric Bill 01/16/2021	1433-00	Utilities-Gas and Electric	N
3950	Public Utilities		281.87	02/16/2021 1 Transactions			
10698	Stericycle, Inc 05-400-440-0410-6231		16.86	Steri-Safe 03/01/2021	4009935308	Services/Labor/Contracts	6
10698	Stericycle, Inc		16.86	03/31/2021 1 Transactions			
10930	Tidholm Productions 05-400-440-0410-6405		33.32	#10 Window Envelopes 02/04/2021	1746 9583	Office Supplies	Y
10930	Tidholm Productions		33.32	1 Transactions			
400	DEPT Total:		440.78	Public Health Department	5 Vendors	5 Transactions	
420	DEPT			Income Maintenance			
9553	Aramark Uniform & Career Apparel Group 05-420-600-4800-6422		12.85	Cleaning Supplies 02/23/2021	22066700	Janitorial Services/Supplies	N
9553	Aramark Uniform & Career Apparel Group		12.85	1 Transactions			
9692	Minnesota Energy Resources Corporation 05-420-600-4800-6254		243.45	Gas Bill 01/19/2021	0506533565-000	Utilities-Gas and Electric	N
9692	Minnesota Energy Resources Corporation		243.45	02/17/2021 1 Transactions			

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Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
3950	Public Utilities			664.41	Electric Bill	1433-00	Utilities-Gas and Electric	N
	05-420-600-4800-6254				01/16/2021 02/16/2021			
<b>3950</b>	<b>Public Utilities</b>			<b>664.41</b>				
					1 Transactions			
10698	Stericycle,Inc			39.73	Steri-Safe	4009935308	Services/Labor/Contracts	6
	05-420-600-4800-6231				03/01/2021 03/31/2021			
<b>10698</b>	<b>Stericycle,Inc</b>			<b>39.73</b>				
					1 Transactions			
10930	Tidholm Productions			78.52	#10 Window Envelopes	1746 9583	Office Supplies	Y
	05-420-600-4800-6405				02/04/2021			
<b>10930</b>	<b>Tidholm Productions</b>			<b>78.52</b>				
					1 Transactions			
<b>420</b>	<b>DEPT Total:</b>			<b>1,038.96</b>	<b>Income Maintenance</b>	<b>5 Vendors</b>	<b>5 Transactions</b>	
<b>430</b>	<b>DEPT</b>				<b>Social Services</b>			
9553	Aramark Uniform & Career Apparel Group			20.63	Cleaning Supplies	22066700	Janitorial Services/Supplies	N
	05-430-700-4800-6422				02/23/2021			
<b>9553</b>	<b>Aramark Uniform &amp; Career Apparel Group</b>			<b>20.63</b>				
					1 Transactions			
9692	Minnesota Energy Resources Corporation			390.99	Gas Bill	0506533565-000	Utilities-Gas and Electric	N
	05-430-700-4800-6254				01/19/2021 02/17/2021			
<b>9692</b>	<b>Minnesota Energy Resources Corporation</b>			<b>390.99</b>				
					1 Transactions			
3950	Public Utilities			1,067.09	Electric Bill	1433-00	Utilities-Gas and Electric	N
	05-430-700-4800-6254				01/16/2021 02/16/2021			
<b>3950</b>	<b>Public Utilities</b>			<b>1,067.09</b>				
					1 Transactions			
10698	Stericycle,Inc			63.81	Steri-Safe	4009935308	Services/Labor/Contracts	6
	05-430-700-4800-6231				03/01/2021 03/31/2021			
<b>10698</b>	<b>Stericycle,Inc</b>			<b>63.81</b>				
					1 Transactions			
10930	Tidholm Productions							

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 5 Health & Human Services

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	05-430-700-4800-6405		#10 Window Envelopes 02/04/2021	1746 9583	Office Supplies	Y
10930	Tidholm Productions					
				1 Transactions		
430	DEPT Total:		1,668.63	Social Services	5 Vendors	5 Transactions
5	Fund Total:		3,148.37	Health & Human Services		15 Transactions



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# Aitkin County



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

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Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
<u>No.</u>	<u>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			
	4580 Mn Dept Of Finance					
	09-000-000-0000-2051	AP	178.05	TIF ADMIN FEE - 2020		State Share of TIF Tax
	4580 Mn Dept Of Finance		178.05	1 Transactions		N
0	<b>DEPT Total:</b>		<b>178.05</b>	<b>Undesignated</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
9	<b>Fund Total:</b>		<b>178.05</b>	<b>State</b>		<b>1 Transactions</b>

# Aitkin County



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

WLC1  
3/1/21 11:20AM  
10 Trust

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
900	DEPT				Timber Permit Bonds			
9349	Brandon Suonvieri Timber 10-900-000-0000-2300			4,845.84	BOND	13902	Timber Permit Bonds	Y
<b>9349</b>	<b>Brandon Suonvieri Timber</b>			<b>4,845.84</b>		<b>1</b> Transactions		
12003	Carlson/Matt 10-900-000-0000-2300			823.80	BOND	14139	Timber Permit Bonds	Y
<b>12003</b>	<b>Carlson/Matt</b>			<b>823.80</b>		<b>1</b> Transactions		
3066	Maxwell/James Henry 10-900-000-0000-2300			608.68	BOND	13694	Timber Permit Bonds	Y
	10-900-000-0000-2300			751.52	BOND	13840	Timber Permit Bonds	Y
<b>3066</b>	<b>Maxwell/James Henry</b>			<b>1,360.20</b>		<b>2</b> Transactions		
3937	Potlatch Corporation 10-900-000-0000-2300			1,708.25	BOND	13956	Timber Permit Bonds	N
	10-900-000-0000-2300			1,051.75	BOND	14209	Timber Permit Bonds	N
<b>3937</b>	<b>Potlatch Corporation</b>			<b>2,760.00</b>		<b>2</b> Transactions		
9286	Stangler Logging 10-900-000-0000-2300			2,743.60	BOND	14099	Timber Permit Bonds	N
	10-900-000-0000-2300			4,694.40	BOND	14118	Timber Permit Bonds	N
	10-900-000-0000-2300			971.89	BOND	14132	Timber Permit Bonds	N
<b>9286</b>	<b>Stangler Logging</b>			<b>8,409.89</b>		<b>3</b> Transactions		
14141	Wayrynen/Matt 10-900-000-0000-2300			279.00	BOND	14024	Timber Permit Bonds	N
<b>14141</b>	<b>Wayrynen/Matt</b>			<b>279.00</b>		<b>1</b> Transactions		
<b>900</b>	<b>DEPT Total:</b>			<b>18,478.73</b>	<b>Timber Permit Bonds</b>	<b>6 Vendors</b>	<b>10 Transactions</b>	
923	DEPT				Forfeited Tax Sales			
248	Association of Mn Counties 10-923-000-0000-6208			129.00	LEADERSHIP TRG - THOMPSON	57914	Training/Education	N
<b>248</b>	<b>Association of Mn Counties</b>			<b>129.00</b>		<b>1</b> Transactions		
783	Canon Financial Services, Inc 10-923-000-0000-6231			158.21	CONTRACT CHG	26210286	Services, Labor, Contracts	N

02/01/2021 02/28/2021

# Aitkin County



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

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10 Trust

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
783	Canon Financial Services, Inc		158.21				
				1 Transactions			
12003	Carlson/Matt						
	10-923-000-0000-6820		1,273.83	OVERAPP	14139	Refunds & Reimbursements	Y
12003	Carlson/Matt		1,273.83				
				1 Transactions			
9174	Kassbohrer All Terrain Vehicles, Inc						
	10-923-000-0000-6590		527.40	PISTON BULLY	90401204	Repair & Maintenance Supplies	N
9174	Kassbohrer All Terrain Vehicles, Inc		527.40				
				1 Transactions			
3066	Maxwell/James Henry						
	10-923-000-0000-6820		392.82	OVERAPP	13694	Refunds & Reimbursements	Y
	10-923-000-0000-6820		3,281.35	OVERAPP	13840	Refunds & Reimbursements	Y
3066	Maxwell/James Henry		3,674.17				
				2 Transactions			
10412	O'Reilly Auto Parts						
	10-923-000-0000-6590		48.73	WIPER BLADES, BRAKER FLUID	743996	Repair & Maintenance Supplies	N
				12/29/2020 01/26/2021			
10412	O'Reilly Auto Parts		48.73				
				1 Transactions			
3937	Potlatch Corporation						
	10-923-000-0000-6820		4,608.28	OVERAPP	13956	Refunds & Reimbursements	N
	10-923-000-0000-6820		1,431.17	OVERAPP	14209	Refunds & Reimbursements	N
3937	Potlatch Corporation		6,039.45				
				2 Transactions			
3951	Pro West & Associates, Inc						
	10-923-000-0000-6231		3,528.12	FORESTRY DATABASE #9	005107A	Services, Labor, Contracts	N
3951	Pro West & Associates, Inc		3,528.12				
				1 Transactions			
4070	Riley Auto Supply						
	10-923-000-0000-6590		43.41	PISTON BULLY	623041	Repair & Maintenance Supplies	N
4070	Riley Auto Supply		43.41				
				1 Transactions			
9286	Stangler Logging						
	10-923-000-0000-6820		2,530.59	OVERPAYMENT	14099	Refunds & Reimbursements	N
	10-923-000-0000-6820		5,892.12	OVERAPP	14118	Refunds & Reimbursements	N
	10-923-000-0000-6820		858.50	OVERAPP	14132	Refunds & Reimbursements	N
9286	Stangler Logging		9,281.21				
				3 Transactions			

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 10 Trust

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
14141	Wayrynen/Matt		OVERAPP	14024	Refunds & Reimbursements	N
	10-923-000-0000-6820					
14141	Wayrynen/Matt			1 Transactions		
923	DEPT Total:		26,585.43	Forfeited Tax Sales	11 Vendors	15 Transactions
10	Fund Total:		45,064.16	Trust		25 Transactions

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 11 Forest Development

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
924	DEPT			Forest Resource			
	9042 UPS Supply Chain Solutions, Inc.						
	11-924-000-0000-6590		163.14	2020 JADE EQUIP	1394976696	Repair & Maintenance Supplies	Y
	9042 UPS Supply Chain Solutions, Inc.		163.14				
				1 Transactions			
924	DEPT Total:		163.14	Forest Resource	1 Vendors	1 Transactions	
925	DEPT			Resource Management			
	7062 Kern Excavating LLC						
	11-925-000-0000-6361		3,345.00	2020 MOLTON LK RD CULVERT	21021LD	Road Construction Service	Y
	7062 Kern Excavating LLC		3,345.00				
				1 Transactions			
	11990 Lange/David						
	11-925-000-0000-6350		35.00	NRAC COMM MTG	02082021	Per Diem	Y
	11990 Lange/David		35.00				
				1 Transactions			
925	DEPT Total:		3,380.00	Resource Management	2 Vendors	2 Transactions	
11	Fund Total:		3,543.14	Forest Development		3 Transactions	

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 12 Agency

# Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
932	DEPT		Schools			
393	ISD 1 Aitkin-Treasurer					
	12-932-000-0000-2047		1st 1/2 2020 Taconite Product		Taconite Production Tax	N
393	ISD 1 Aitkin-Treasurer			1 Transactions		
932	DEPT Total:		134,026.00	Schools	1 Vendors	1 Transactions
12	Fund Total:		134,026.00	Agency		1 Transactions

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# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
943	DEPT		Taxes And Penalties			
48	Aitkin Co Abstract Company					
	13-943-000-0000-2001		259.00	Replaces chk # 83996	07-0-000402	Cur - Property Taxes N
	13-943-000-0000-2001		8.00	Replaces chk # 70445	M 5001445	Cur - Property Taxes N
48	Aitkin Co Abstract Company		267.00			
				2 Transactions		
943	DEPT Total:		267.00	Taxes And Penalties	1 Vendors	2 Transactions
13	Fund Total:		267.00	Taxes & Penalties		2 Transactions

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# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
949	DEPT		Courthouse Addition			
	8175 Centurylink					
	14-949-000-0000-6231					
	8175 Centurylink					
		562.01	CONSTRUCTION TRAILER INTERNET	313645966	Services, Labor, Contracts	N
		562.01	1 Transactions			
949	DEPT Total:	562.01	Courthouse Addition	1 Vendors	1 Transactions	
14	Fund Total:	562.01	Capital Project		1 Transactions	



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 19 Long Lake Conservation Cer

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
521	DEPT			LLCC Administration			
783	Canon Financial Services, Inc 19-521-000-0000-6231		106.01	CONTRACT CHG 02/20/2021	26210292	Services, Labor, Contracts	N
783	Canon Financial Services, Inc		106.01	03/19/2021 1 Transactions			
8819	Mille Lacs Energy Coop-Aitkin 19-521-000-0000-6254		62.71	DIRECTORS RESIDENCE 01/01/2021	271300401	Utilities	N
	19-521-000-0000-6254		1,114.07	ENERGY CENTER 01/01/2021	271300502	Utilities	N
	19-521-000-0000-6254		258.60	DINING HALL 01/01/2021	271300601	Utilities	N
	19-521-000-0000-6254		405.37	NORTH STAR LODGE 01/01/2021	271300703	Utilities	N
	19-521-000-0000-6254		44.51	PARKING LOT 01/01/2021	271300801	Utilities	N
	19-521-000-0000-6254		109.89	STAFF RESIDENCE 01/01/2021	271300901	Utilities	N
8819	Mille Lacs Energy Coop-Aitkin		1,995.15	02/01/2021 6 Transactions			
521	DEPT Total:		2,101.16	LLCC Administration	2 Vendors	7 Transactions	
19	Fund Total:		2,101.16	Long Lake Conservation Center		7 Transactions	

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21 Parks

# Aitkin County



Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
520	DEPT			Parks			
188	Aitkin Sno-Drifters Snowmobile						
	21-520-000-0000-6802		8,072.46	BM 2	2000693312	Trail Grants-State	N
188	Aitkin Sno-Drifters Snowmobile		8,072.46		1 Transactions		
2060	Haypoint Jackpine Savages						
	21-520-000-0000-6802		13,475.99	BM1 - FY21	2000693313	Trail Grants-State	N
2060	Haypoint Jackpine Savages		13,475.99		1 Transactions		
8819	Mille Lacs Energy Coop-Aitkin						
	21-520-000-0000-6254		49.58	ELECTRIC FOR BERGLUND PK	185110602	Utilities	N
				01/01/2021	01/31/2021		
8819	Mille Lacs Energy Coop-Aitkin		49.58		1 Transactions		
3176	Mille Lacs Trails, Inc.						
	21-520-000-0000-6802		12,010.25	BM2 - FY21	2000693439	Trail Grants-State	N
3176	Mille Lacs Trails, Inc.		12,010.25		1 Transactions		
3780	Palisade Supersledders Inc.						
	21-520-000-0000-6802		7,766.19	BM2 - FY21	2000693315	Trail Grants-State	N
3780	Palisade Supersledders Inc.		7,766.19		1 Transactions		
3950	Public Utilities						
	21-520-000-0000-6254		33.38	Utilities	1670-00	Utilities	N
				01/16/2021	02/16/2021		
	21-520-000-0000-6254		33.38	Utilities	1671-00	Utilities	N
				01/16/2021	02/16/2021		
	21-520-000-0000-6254		246.32	Utilities	348-00	Utilities	N
				01/16/2021	02/16/2021		
3950	Public Utilities		313.08		3 Transactions		
4800	Tamarack Sno-Flyers						
	21-520-000-0000-6802		16,954.36	BM2 - FY21	2000693451	Trail Grants-State	N
4800	Tamarack Sno-Flyers		16,954.36		1 Transactions		
520	DEPT Total:		58,641.91	Parks	7 Vendors	9 Transactions	
21	Fund Total:		58,641.91	Parks		9 Transactions	

# Aitkin County



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

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21 Parks

<u>Vendor Name</u>	<u>Rpt</u>	<u>Amount</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No. Account/Formula</u>	<u>Accr</u>		<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
<b>Final Total:</b>		<b>410,469.70</b>	<b>144 Vendors</b>	<b>236 Transactions</b>		

# Aitkin County

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	130,677.80	General Fund
3	23,057.41	Road & Bridge
4	9,202.69	Special Revenue(Unorg R&B,Fire,
5	3,148.37	Health & Human Services
9	178.05	State
10	45,064.16	Trust
11	3,543.14	Forest Development
12	134,026.00	Agency
13	267.00	Taxes & Penalties
14	562.01	Capital Project
19	2,101.16	Long Lake Conservation Center
21	58,641.91	Parks
<b>All Funds</b>	<b>410,469.70</b>	<b>Total</b>

Approved by,

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2/18/21 10:15AM

# Aitkin County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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

Page Break By: 1  
1 - Page Break by Fund  
2 - Page Break by Dept

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

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# Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

1 General Fund

Vendor	Name		Rpt		Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Amount	Service Dates	Paid On Bhf #	On Behalf of Name	
60	DEPT				Elections			
	11051 Department of Human Services							
	01-060-000-0000-6231	DTG		316.73	DEC 2020 - MAILING SERVICE	A300IC012151	Services, Labor, Contracts	N
	11051 Department of Human Services			316.73	1 Transactions			
60	DEPT Total:			316.73	Elections	1 Vendors	1 Transactions	
1	Fund Total:			316.73	General Fund		1 Transactions	
	Final Total:			316.73	1 Vendors	1 Transactions		

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# Aitkin County

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



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	316.73	General Fund
<b>All Funds</b>	<b>316.73</b>	<b>Total</b>

Approved by, .....

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WLC1  
2/25/21 8:55AM

# Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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

Page Break By: 1  
1 - Page Break by Fund  
2 - Page Break by Dept

*Business Relief Grants*

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 AUDITOR'S VOUCHERS ENTRIES

WLC1  
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22 Coronavirus Relief Fund

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
715	DEPT		County Business Relief Grant - COVID			
9056	202 Tavern LLC		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808					
9056	202 Tavern LLC		5,000.00	1 Transactions		
			5,000.00			
10918	40 Club Restaurant & Bar		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808					
10918	40 Club Restaurant & Bar		9,000.00	1 Transactions		
			9,000.00			
121	Aitkin Lanes		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808					
121	Aitkin Lanes		5,000.00	1 Transactions		
			5,000.00			
12012	Bann's Bar & Cafe, Inc.		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808					
12012	Bann's Bar & Cafe, Inc.		9,000.00	1 Transactions		
			9,000.00			
9064	Barneveld Enterprise		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808					
9064	Barneveld Enterprise		4,300.00	1 Transactions		
			4,300.00			
9074	Big Sand Bar		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808					
9074	Big Sand Bar		9,000.00	1 Transactions		
			9,000.00			
15295	Block North Brew Pub		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	Y
	22-715-000-0000-6808					
15295	Block North Brew Pub		9,000.00	1 Transactions		
			9,000.00			
14259	Brenda's Country House		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808					
14259	Brenda's Country House		5,000.00	1 Transactions		
			5,000.00			
9087	Buckhorn Bar		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808					
9087	Buckhorn Bar		9,000.00	1 Transactions		
			9,000.00			
12008	Castaways Resort		Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808					
			9,000.00			

# Aitkin County



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

WLC1  
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22 Coronavirus Relief Fund

Vendor	Name	Accr	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula				Service Dates	Paid On Bhf #	On Behalf of Name	
12008	Castaways Resort			9,000.00		1 Transactions		
9453	Corner Club, LLC			9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808							
9453	Corner Club, LLC			9,000.00		1 Transactions		
90535	Country Meadows Inn & Suites			4,300.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	Y
	22-715-000-0000-6808							
90535	Country Meadows Inn & Suites			4,300.00		1 Transactions		
1679	Fireside Inn, Inc.			9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808							
1679	Fireside Inn, Inc.			9,000.00		1 Transactions		
9222	Fishermans Bay			9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808							
9222	Fishermans Bay			9,000.00		1 Transactions		
9462	Forty (40) Club Inn & Banquet Center			4,300.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	Y
	22-715-000-0000-6808							
9462	Forty (40) Club Inn & Banquet Center			4,300.00		1 Transactions		
9111	Gabby's Eats & Treats			5,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808							
9111	Gabby's Eats & Treats			5,000.00		1 Transactions		
9427	Harrys Midtown Liquor LLC			9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808							
9427	Harrys Midtown Liquor LLC			9,000.00		1 Transactions		
9414	Hill Lake Cafe			4,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808							
9414	Hill Lake Cafe			4,000.00		1 Transactions		
2171	Hillcrest Resort McGregor LLC			9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
	22-715-000-0000-6808							
2171	Hillcrest Resort McGregor LLC			9,000.00		1 Transactions		
9183	Horseshoe Lake Industries, LLC							

# Aitkin County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
9183	Horseshoe Lake Industries, LLC		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
			<b>9,000.00</b>	1 Transactions			
9504	Jack's Shack		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
			<b>9,000.00</b>	1 Transactions			
9229	Jackson's Hole		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
			<b>9,000.00</b>	1 Transactions			
9426	Knuckleheads LLC		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	N
			<b>9,000.00</b>	1 Transactions			
9423	McGregor Lanes		5,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
			<b>5,000.00</b>	1 Transactions			
9099	Pine Inn		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
			<b>9,000.00</b>	1 Transactions			
9511	Pour Lewey's Saloon		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
			<b>9,000.00</b>	1 Transactions			
9235	Red Rock Bar & Grill LLC		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
			<b>9,000.00</b>	1 Transactions			
9418	Ripple River Motel & RV Park		4,300.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	Y
			<b>4,300.00</b>	1 Transactions			
9186	Riverside Pub		5,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
			<b>5,000.00</b>	1 Transactions			

# Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

WLC1  
2/25/21 8:55AM  
22 Coronavirus Relief Fund

Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
5589	Roadside Restaurants, Inc. 22-715-000-0000-6808		5,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
<b>5589</b>	<b>Roadside Restaurants, Inc.</b>		<b>5,000.00</b>	1 Transactions			
9514	Round Lake Resort & Bar LLC 22-715-000-0000-6808		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
<b>9514</b>	<b>Round Lake Resort &amp; Bar LLC</b>		<b>9,000.00</b>	1 Transactions			
9433	Ruthies Restaurant 22-715-000-0000-6808		5,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
<b>9433</b>	<b>Ruthies Restaurant</b>		<b>5,000.00</b>	1 Transactions			
15324	The Beanery 22-715-000-0000-6808		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
<b>15324</b>	<b>The Beanery</b>		<b>9,000.00</b>	1 Transactions			
1872	The Glen Store & Grill 22-715-000-0000-6808		5,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
<b>1872</b>	<b>The Glen Store &amp; Grill</b>		<b>5,000.00</b>	1 Transactions			
9416	The Joint Bennettville 22-715-000-0000-6808		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
<b>9416</b>	<b>The Joint Bennettville</b>		<b>9,000.00</b>	1 Transactions			
9218	The Landing 22-715-000-0000-6808		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
<b>9218</b>	<b>The Landing</b>		<b>9,000.00</b>	1 Transactions			
9417	The Red Door Resort 22-715-000-0000-6808		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
<b>9417</b>	<b>The Red Door Resort</b>		<b>9,000.00</b>	1 Transactions			
9412	The Rustic Trail Inc. 22-715-000-0000-6808		5,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
<b>9412</b>	<b>The Rustic Trail Inc.</b>		<b>5,000.00</b>	1 Transactions			
9268	VFW Post 1727, Roberts-Glad Post 1727 22-715-000-0000-6808		3,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G

# Aitkin County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Vendor	Name	Rpt	Amount	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr		Service Dates	Paid On Bhf #	On Behalf of Name	
9268	VFW Post 1727, Roberts-Glad Post 1727		3,000.00		1 Transactions		
9301	VFW Post 2747 Larson-Deneen 22-715-000-0000-6808		5,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
9301	VFW Post 2747 Larson-Deneen		5,000.00		1 Transactions		
9315	Village Pump Saloon LLC 22-715-000-0000-6808		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
9315	Village Pump Saloon LLC		9,000.00		1 Transactions		
9424	Zorbaz of Big Sandy Inc 22-715-000-0000-6808		9,000.00	Aitkin Co Business Relief Gran		Business Relief Grant Expenditures	G
9424	Zorbaz of Big Sandy Inc		9,000.00		1 Transactions		
715	DEPT Total:		304,200.00	County Business Relief Grant - COVID	42 Vendors	42 Transactions	
22	Fund Total:		304,200.00	Coronavirus Relief Fund		42 Transactions	
	Final Total:		304,200.00	42 Vendors	42 Transactions		

WLC1  
2/25/21

8:55AM

# Aitkin County

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



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
22	304,200.00	Coronavirus Relief Fund
<b>All Funds</b>	<b>304,200.00</b>	<b>Total</b>

Approved by,

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26



# Aitkin County

KMR1  
2/17/21 3:08PM

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

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

*FSA Claims*

Explode Dist. Formulas?: Y

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

KMR1  
2/17/21 3:08PM

# Aitkin County



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 General Fund

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	<b>8410 Bremer Bank</b>					
1	01-044-904-0000-6360		143.32 Dep Care FSA Claims 2021	39712053	Flex Plan Withdrawals	N
2	01-044-904-0000-6360		755.00 Med FSA Claims 2021	39712053	Flex Plan Withdrawals	N
3	01-044-904-0000-6360		523.73 Med FSA Claims 2020	39712053	Flex Plan Withdrawals	N
	<b>8410 Bremer Bank</b>		<b>1,422.05</b>	<b>3 Transactions</b>		
<b>1 Fund Total:</b>			<b>1,422.05</b>	<b>General Fund</b>	<b>1 Vendors</b>	<b>3 Transactions</b>
<b>Final Total:</b>			<b>1,422.05</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	



KMR1  
2/17/21

3:08PM

# Aitkin County

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	1,422.05	General Fund
<b>All Funds</b>	<b>1,422.05</b>	<b>Total</b>

Approved by,

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24



# Aitkin County

KMR1  
2/24/21 11:18AM

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

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

*FSA Claims*  
*PEIP monthly Fees*

Explode Dist. Formulas?: Y

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

KMR1  
2/24/21 11:18AM

# Aitkin County



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 General Fund

<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
<b>8410</b>	<b>Bremer Bank</b>					
3	01-044-904-0000-6231		Participant Fees-Jan & Feb 01/01/2021 02/01/2021	15596412	Flex Services, Labor, Etc	N
2	01-044-904-0000-6360		Med FSA Claims 2018	39712053	Flex Plan Withdrawals	N
1	01-044-904-0000-6360		Med FSA Claims 2021	39719811	Flex Plan Withdrawals	N
<b>8410</b>	<b>Bremer Bank</b>		<b>3 Transactions</b>			
<b>1 Fund Total:</b>			<b>3,288.71</b>	<b>General Fund</b>	<b>1 Vendors</b>	<b>3 Transactions</b>
<b>Final Total:</b>			<b>3,288.71</b>	<b>1 Vendors</b>	<b>3 Transactions</b>	

KMR1  
2/24/21

11:18AM

# Aitkin County

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	3,288.71	General Fund
<b>All Funds</b>	<b>3,288.71</b>	<b>Total</b>

Approved by,

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21



# Aitkin County

WLC1  
3/1/21 12:59PM

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

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

NSF Check

Explode Dist. Formulas?: Y

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



WLC1  
3/1/21 12:59PM

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

1 General Fund

Vendor No.	Vendor Name	Account/Formula	Rpt Accr	Amount	Warrant Description	Service Dates	Invoice #	Account/Formula Description	1099
							Paid On Bhf #	On Behalf of Name	
1	8410	Bremer Bank		25.00	NSF - Marriage License		15493	Misc Receipts	N
	8410	Bremer Bank		25.00		1 Transactions			
<b>1 Fund Total:</b>				<b>25.00</b>	<b>General Fund</b>		<b>1 Vendors</b>	<b>1 Transactions</b>	

WLC1  
 3/1/21 12:59PM  
 9 State

# Aitkin County



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
2	8410 Bremer Bank 09-000-000-0000-2030			90.00	NSF - Marriage License	15493	State Fees, Assessments & Surcharges	N
	8410 Bremer Bank			90.00	1 Transactions			
<b>9 Fund Total:</b>				<b>90.00</b>	<b>State</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>Final Total:</b>				<b>115.00</b>	<b>2 Vendors</b>	<b>2 Transactions</b>		

WLC1  
3/1/21

12:59PM

# Aitkin County



Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	25.00	General Fund
9	90.00	State
<b>All Funds</b>	<b>115.00</b>	<b>Total</b>

Approved by, .....

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25



# Aitkin County

KMR1  
3/2/21 1:43PM

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

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

*Camping Refunds*

Explode Dist. Formulas?: Y

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 **MANUAL WARRANTS/VOIDS/CORRECTIONS**

KMR1  
3/2/21 1:43PM  
21 Parks

Vendor	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>	
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>	
1	8410 Bremer Bank 21-520-000-0000-5510		120.00	Camping Refund	Aitkin	Co. Parks Campground Fees	N
	8410 Bremer Bank		120.00	1 Transactions			
<b>21 Fund Total:</b>			<b>120.00</b>	<b>Parks</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>Final Total:</b>			<b>120.00</b>	<b>1 Vendors</b>	<b>1 Transactions</b>		

KMR1  
3/2/21

1:43PM

# Aitkin County

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**



<b>Recap by Fund</b>	<b><u>Fund</u></b>	<b><u>AMOUNT</u></b>	<b><u>Name</u></b>
	21	120.00	Parks
<b>All Funds</b>		<b>120.00</b>	<b>Total</b>

Approved by,

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# Aitkin County



KMR1  
3/2/21 1:34PM

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**

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

*Camping Refunds*

Explode Dist. Formulas?: Y

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 **MANUAL WARRANTS/VOIDS/CORRECTIONS**

KMR1  
3/2/21 1:34PM  
21 Parks

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
1	8410 Bremer Bank 21-520-000-0000-5510			120.00	Camping Refund	Aitkin	Co. Parks Campground Fees	N
	8410 Bremer Bank			120.00		1 Transactions		
<b>21 Fund Total:</b>				<b>120.00</b>	<b>Parks</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	
<b>Final Total:</b>				<b>120.00</b>	<b>1 Vendors</b>	<b>1 Transactions</b>		

KMR1  
3/2/21

1:34PM

# Aitkin County

Audit List for Board **MANUAL WARRANTS/VOIDS/CORRECTIONS**



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
21	120.00	Parks
<b>All Funds</b>	<b>120.00</b>	<b>Total</b>

Approved by, .....

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# Board of County Commissioners Agenda Request

2L  
Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Recycling Agreement Extension

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<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) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Terry Neff		<b>Department:</b> Environmental Services
<b>Presenter (Name and Title):</b> Jessica Seibert, County Administrator		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b> <p>Attached is a request from Countryside Sanitary Services to extend the recycling agreement. Countryside Sanitary Services (formerly J&amp;H Transfer) operates the McGregor Transfer Station and part of that operation is providing recycling services. We have had an agreement with them for the recycling services for many years. I recommend the County Board approve of the extension to the agreement which would end on March 9, 2023.</p> <p>A copy of the recycling agreement is attached.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b> Advertise for Request for Proposals and see if there is any other interested companies to bid on recycling in the area.		
<b>Recommended Action/Motion:</b> Approve the extension to the Recycling Agreement with Countryside Sanitary Services.		
<b>Financial Impact:</b> <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> \$ 10,000.00 <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

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

## RECYCLING AGREEMENT

THIS AGREEMENT, is made and entered into this March 9, 2021, by and between the County of Aitkin, a political subdivision of the State of Minnesota, hereinafter "County" and Jesse Hooper doing business as Countryside Sanitary Services, located at 18049 360<sup>th</sup> St, McGregor, MN 55760, hereinafter "Contractor".

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

### WITNESSETH:

WHEREAS, County has determined that reduction of the County's solid waste stream through county-wide recycling is in the public interest; and

WHEREAS, representatives of the County and the Contractor have met to negotiate the detailed terms of this Agreement contained herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. **DEFINITIONS:** The terms used within this Contract shall be defined according to the definitions contained in Attachment A: "Program Definitions" (incorporated herein to this Agreement).
2. **CONTRACTOR'S OBLIGATIONS:**
  - A. **Collection** This collection service element of this Agreement pertains to the installation, maintenance and servicing of the drop-off system for collecting recyclables.
    1. **Residential Recyclable Materials** This collection service element is primarily targeted towards the collection of recyclables derived from residents' (both permanent and seasonal) households.
    2. **Collection of Drop-Off Recyclable Materials** This collection service element pertains only to materials deposited by residents and other users at designated drop-off centers as listed in Attachment B. This collection element does not pertain to the collection of materials from residents via "curbside collection" programs (pick-up on a house-to-house, or business-to-business basis) that may be offered by haulers as services to their customers.
    3. **Provide and Maintain Containers** The Contractor shall be responsible for purchase and installation of compartmentalized roll-off containers, or other suitable substitute containers, with adequate capacity and dimensions to serve the collection program needs.
    4. **Servicing Containers** The Contractor shall provide adequate servicing of the drop-off containers. Full containers shall be promptly removed and replaced by empty containers.
    5. **Site Clean-Up** The Contractor shall clean up all material deposited by residents at the designated drop-off site. No material, debris, litter or other form of solid waste resulting from the recycling program shall be left at the site.

The Contractor's employees shall handle all containers with reasonable care to avoid damage, shall replace all containers in an upright position, and shall immediately clean up and dispose of any contents thereof that may be spilled.



6. One-Day Notice for Collection of Unattended Containers The County will require the site host to monitor the unattended recyclables roll-off container(s) to determine when it is full and needs servicing. The site host shall contact the Contractor to request servicing of full container(s). The Contractor shall have one business day from the time of said notice to provide collection of the full container and replacement with an empty container.
7. All Full Roll-Off Containers to be Weighed The Contractor shall weigh all full recycling roll-off containers before unloading to obtain the gross weight of the recyclables. Upon unloading, the Contractor shall then weigh the empty containers to obtain tare weights. A net weight shall be calculated and recorded on the weight ticket.
8. Weights in Other Containers May be Estimated Amounts of recyclables collected in containers other than roll-off boxes (for example, rear-load dumpsters, bins, etc.) may be estimated, rather than weighing each container, using standard industry practices with approval of the County. The methodology for such estimates shall be noted within monthly collection reports.
9. Collection Records The Contractor shall maintain a log of all collection operations by designated drop-off center. Site-by-site data to be collected shall include, but are not limited to: date and time of collection; gross, tare and net weight of recyclables collected; relative fullness of each compartment (e.g., paper compartment 90% full; metals / plastic compartment 100% full; and glass compartment 75% full); notes as to level of contamination in the container by compartment; and notes about overall cleanliness of the site (e.g., illegal dumping, etc.).
10. Monthly and Annual Collection Reports The Contractor shall provide a monthly report to the County including a summary of collection data, in a format specified by the County. Monthly reports shall be due by the 15<sup>th</sup> of each month for data covering the previous month. Monthly collection reports shall provide site-by-site and total data including, but not limited to: frequency of collection; net weight of recyclables; average fullness by recycling compartment; and generalizations about levels of contamination in the recycling containers.

Monthly and annual collection reports shall provide, at a minimum, data about the source and type of tons collected by the Contractor, including, but not limited to: Aitkin County drop-off recyclables collected pursuant to the collection requirements of this Contract; Aitkin County residential recyclables collected curbside; and Aitkin County non-residential recyclables.

Annual reports shall provide sum totals for each year of data contained in the monthly reports, in a format specified by the County. Annual reports shall be due by February 15 of each year for data covering the previous year.

11. Recycling Route list Contractor must provide the County with a recycling route list if the Contractor is providing curb side collection to residential customers or providing recycling services to commercial establishments.

**B. Public Relations / Public Education**

1. Brochure The Contractor shall publish a recycling public education brochure that itemizes the list of acceptable and unacceptable materials as specified by the County. The brochure shall also have recyclables preparation instructions for residents. The brochure shall also list the locations and collection schedule for all designated drop-off centers. The Contractor shall provide the County with a draft of the brochure for approval prior to final printing and dissemination.
2. Container Compartment Labels The Contractor shall provide and install labels for each compartment in their recycling container to make clear to residents where each materials belongs. The Contractor shall provide the County with a draft of the compartment labels for approval prior to final printing and installation.

3. Other Public Education Opportunities The Contractor shall be encouraged to seek, develop and implement other public education opportunities to help improve recycling participation, recovery rates and compliance with resident preparation instructions.

**C. Processing / Marketing**

1. Processing or Transfer of Materials from Drop-Off Centers The Contractor shall specify in writing the intended plan of operations for the recycling facility including, but not limited to: safety, storage (both inside and outside the building), sorting, baling, and other materials handling (e.g., forklift, bobcat, etc.).
2. Marketing of Materials The Contractor shall be responsible for securing end-markets for recyclable materials collected and processed for the duration of this Recycling Agreement.
3. Processing / Marketing of All Recyclables The Contractor shall be responsible for design, installation, and operation of the recyclable materials processing and marketing elements of the recycling system.

Processing / marketing services shall include, but are not limited to: securing purchase commitments from markets (including quality specifications); receiving of materials from drop-off centers, interim storage; shipment to markets; and disposal of process rejects. Costs of rejects disposal shall be the responsibility of the Contractor.

Processing / marketing services may include: transfer without further processing; sorting; and densifying (e.g., baling).

4. Processing / Marketing Data The Contractor shall maintain ongoing records on the amounts in tons of materials processed, transferred, and marketed, including rejects disposed.
5. Monthly and Annual Processing / Marketing Reports The Contractor shall summarize processing / marketing / disposal data in monthly and annual reports to the County. Monthly reports shall be due by the 15<sup>th</sup> of each month for data covering the previous month.

Monthly and annual processing reports shall provide, at a minimum, data about the source and type of tons processed by: Aitkin County drop-off recyclables collected pursuant to the collection requirements of this Contract; Aitkin County residential recyclables collected curbside; and Aitkin County non-residential recyclable.

Identities of end-markets may be kept confidential if the Contractor submits a written request under the procedures specified in the Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13). Annual reports shall provide sum totals for each year of data contained in the monthly reports. Annual reports shall be due by February 15 of each year for data covering the previous year.

**3. TERM / TERMINATION OF THE CONTRACT**

- A. Two Year Term The initial term of this recycling services Contract shall be for two years, with five, one-year extension options. The initial Contract term shall begin March 9, 2021 and expire March 9, 2023.
- B. County's One-Year Extension Options The County may request a one-year contract extension if written notice of such request is received by the Contractor by twelve (12) months prior to current expiration date. Granting requests for contract extensions shall be at the sole discretion of the County and shall not be appealed. Contract extensions will provide for the same service levels and pricing as per this Agreement (with any escalators applied as per Section 5.H).

- C. **County Retains Right to Extend and Postpone Contract Termination Date** The County shall retain the rights to extend the Contract at any time and to postpone the initial Contract termination date, subject to approval by the Contractor.
- D. **Termination of Contract Due to Contractor Default** The County may, after giving Contractor and the surety seven days written notice and to the extent permitted by laws and regulations, terminate the Contract due to Contractor default. Default can include one or more of the following actions by the Contractor:
1. **Failure to Perform** the required work as specified in this Agreement, and fails to correct the deficiency within 30 days after receiving written notice from the County. In addition to other services, if the Contractor repeatedly fails to perform the services itemized in Section 4.J “Liquidated Damages”, the Contractor may be deemed to be in default of this Agreement.
  2. **Violation of Any Law or Regulation** of any municipal, county, state or federal laws, rules, regulations, ordinances and specifications.
  3. **Filing for Bankruptcy or Insolvency** If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;  
  
If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
  4. **Assignment of this Contract** without the prior written approval of the County.
- E. **Contractor Termination of the Contract Services** Contractor may stop service or terminate the Contract if, through no act or fault of the Contractor, the County Recycling Program is suspended for a period of more than ninety days by the County. Under this circumstance, the Contractor may, upon seven day’s written notice to the County, terminate the Agreement and recover from the County payment for completed services.
- F. **Program Re-Evaluation** The design and performance of the program shall be re-evaluated at the one-year and two-year anniversary dates of the Contract. If program changes are recommended by the County or Contractor that significantly affect service costs, this will be considered a triggering event for renegotiation.

#### 4. **LEGAL AND INSURANCE REQUIREMENTS**

- A. **Ownership and Responsibility of Material** Upon collection from the designated drop-off sites, all material in and immediately around the containers (recyclables and contaminants) becomes the property and responsibility of the Contractor.
- B. **Indemnification** The Contractor shall indemnify and hold harmless the County and its officials, agents, and employees from and against all claims, damages, losses, and expenses, including attorney’s fees, which the County may suffer or for which it may be held liable, arising out of or resulting from the Contractor’s or his agent’s or employee’s actions or negligence in the performance of this Contract. Prior to the commencement of the Contract, the Contractor shall furnish the County certificates or copies of these policies of insurance in force.

Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates thereof shall not relieve the Contractor from liability assumed under any provisions of this Contract.

- C. **Independent Contractor** The Contractor shall be deemed an independent Contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, per this Agreement shall not be considered employees of the County. Any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or the Contractor shall in no way be the obligation or responsibility of the County.
- D. **Worker's Compensation Insurance** The Contractor shall provide and maintain worker's compensation insurance as required by law.
- E. **Comprehensive General Liability Insurance** Contractor shall provide and maintain at all times while this Contract is in effect Comprehensive General Liability Insurance insuring against liability imposed by law for bodily injury or death, in the minimum sum of \$1,500,000 any one person and in the minimum sum of \$1,500,000 for two or more persons for the same occurrence, and for damage of property in the minimum sum of \$500,000. The County of Aitkin shall be named a coinsured on said policy for incidents arising out of the Contractor's performance of this Agreement, which shall provide that the coverage may not be terminated or changed by the insurer except upon ten days written notice to the County Auditor. All endorsements shall apply to both bodily injury or death and property damage coverages. The Contractor is also required to provide no fault motor vehicle insurance with regard to all motor vehicles used in carrying out the terms of this Contract, in the same amounts specified.
- F. **Auditing** The Contractor shall allow the County to examine Contractor's books, records, documents, and accounting procedures and practices relevant to this recycling program.
- The Contractor shall also allow the Legislative Auditor or the State Auditor as appropriate to examine Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract.
- G. **Non-Discrimination** Contractor agrees that Contractor shall not discriminate against any employee, applicant for employment or other person, supplier, or contractor because of race, color, religion, sex, marital status, national origin, disability or public assistance.
- H. **Assignment and Subcontracting** Neither the County nor the Contractor shall assign the Agreement, or any part thereof, nor shall either the County or the Contractor sub-contract this Agreement or any part thereof without the prior written approval of the other party.
- The Contractor may not assign any parts of this Agreement via sale, merger or acquisition of the Contractor's company without the prior written approval of the County. The County, at its sole discretion, may elect to fully enforce the provisions of the Contract, rebid or renegotiate the Contract if the Contractor sells, merges or is acquired. The County shall specify its decision and schedule for how to continue the recycling services as specified in this Agreement within its written response to the Contractor.
- I. **Compliance with All Laws, Rules, Regulations and Licensing Requirements** The Contractor shall comply with all municipal, county, state and federal laws, regulations, ordinances and specifications. The Contractor shall be licensed by Aitkin County as a solid waste hauler and shall pay the required annual County license fees. The Contractor shall obtain all other required municipal and county licenses necessary to collect, handle, store, process, transfer, remove, transport or dispose of solid waste within Aitkin County.
- J. **Liquidated Damages** The County and Contractor agree, in addition to any other remedies available to the County, the County may withhold payment from the Contractor in the amounts specified below as liquidated damages for failure of the Contractor to fulfill its obligations:

1. Failure to service and collect full drop-off containers within the one business day limit as specified in Section 2.A.4 (“Servicing Containers”) and Section 2.A.6 (“One-Day Notice for Collection of Unattended Containers”) - \$100 per incident
  2. Failure to provide monthly and annual reports as specified within Sections 2.A.10 and 2.C.5 - \$200 per incident.
  3. Failure to respond to legitimate service complaints in a reasonable, professional and timely manner - \$50 per incident.
  4. These amounts are liquidated damages for losses suffered by the County, and not a penalty.
- K. Dispute Resolution Process** The County and the Contractor agree to first use the following process to resolve disputes about issues related to the performance of this Contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact finding opportunity to identify the issue, clarify the problem, review this Contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. This dispute resolution process shall be considered as one alternative to the County declaring the Contractor in default as per Section 3.D of this Agreement. Nothing in this Contract section, Dispute Resolution Process, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the County to use any and all other means of legal remedies.
- L. Contact Persons for Legal Notices** The Contractor identifies Jeff Hooper, who shall be designated to receive all notices and communications on behalf of the contracting parties with regard to the Contract. Written notice required to be provided to the County pursuant to this Agreement shall be provided to the County Solid Waste Administrator, Department of Environmental Services, 209 2<sup>nd</sup> St NW, Aitkin, MN 56431. Written notice required to be provided to the Contractor pursuant to this Agreement shall be provided to Jeff Hooper 19149 360<sup>th</sup> St, McGregor, MN 55760.
- M. Disposal of Reject Materials** Reject materials shall be disposed of by the Contractor at a permitted facility and will be subject to any applicable tipping fees.
- N. Performance** Contractor shall see that all work done pursuant to this Agreement is accomplished with work forces and equipment which are adequate to insure the satisfactory collection and disposal of said materials at all times. Failure to perform may be excused only by adverse conditions caused by weather or similar hindrances which on other work might be regarded as “acts of providence”.
- O. Conflict of Interest** Neither the Contractor nor its employees either presently have, nor shall acquire interest, direct or indirect, in the Contract in any manner forbidden by law. No County official, or deputy or clerk or employee of such official, shall be directly or indirectly interested in this Contract.
- P. Severability** This Agreement is subject to the laws of the United States of America, the State of Minnesota and Ordinances of the County of Aitkin. In the event that any provision of this Agreement shall be held to be contrary to law or Ordinance by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Agreement shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Agreement.

- Q. Governing Law** This Agreement shall be deemed to be a contract made in the State of Minnesota and shall be interpreted and construed in all respects in accordance with the laws of the State of Minnesota applicable to contracts wholly to be performed therein.
- R. Modification** Any alterations, variations, modification or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and Contractor and attached to this Agreement.
- S. Integration** The Parties agree that the entire Agreement between the Parties is contained herein and that this Agreement, including any and all exhibits attached hereto, supercede all oral Agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the Contractor and the County or either of them relating to the subject matter hereof.

## 5. PAYMENTS AND RECORDS

- A. Monthly Invoices** The Contractor shall submit monthly invoice statements for payments for services rendered, said statements to be submitted to the Aitkin County Department of Environmental Services.
- B. Service Components** Monthly invoices shall specify the following level of services:  
Processing Fee for Aitkin County Residential Recyclables Processed The County shall pay the Contractor for processing and marketing of recyclables from Aitkin County only. Material collected from outside Aitkin County shall not be eligible for payment.
- C. Payment for Services** The County shall pay the Contractors for services rendered as invoiced upon successful completion of all services required, including, but not limited to, monthly reports as specified above in this Contract in sections 2.A.10 and 2.C.5.
- D. Compensation / Prices for Contract Services** The County and the Contractor agree that the following prices and revenue share shall be paid by the County and credited back to the County from the Contractor:  
Processing price for contracted processing services = \$50 per ton  
Less Revenue Risk Share = 0% of revenue from material sales from all tons processed.
- E. Data Practices** The Contractor shall designate a management official as the responsible authority for the Contractor. Records of the Contractor established, maintained and preserved to the Contract shall be maintained and administered in accordance with the requirements of the Minnesota Government Data practices Act. Contractor designates Jeff Hooper to be the responsible authority.
- G. County Record of Complaints** Complaints on service received by the County will be recorded in writing listing time, date, and name along with the address and telephone number of the person making the complaint on forms furnished by the County. A written copy of the complaint listing the nature of complaint and corrective action recommended by the County, shall be submitted to the Contractor. Monthly reports to the County by the Contractor shall identify the complaint and follow-up action taken.
- H. Adjustments** Processing (per ton) fees established in Section 5.D above shall be annually adjusted on January 1<sup>st</sup> to reflect a similar rate paid to Garrison Disposal for the preceding year (processing fee less revenue share/per ton).

In Witness whereof, the Parties hereto set their hands.

By the duly elected or appointed representatives of **AITKIN COUNTY**:

_____	_____
BOARD OF COMMISSIONERS, CHAIRPERSON	Date
_____	_____
BOARD CLERK or AUDITOR	Date
_____	_____
DIRECTOR OF ENVIRONMENTAL SERVICES DEPARTMENT	Date
_____	_____
AITKIN COUNTY ATTORNEY	Date

By the duly appointed representatives of the **CONTRACTOR**.

The Contractor acknowledges by his/her signature on this document that the Contractor has received a copy of this Contract and is in full agreement with the terms as imposed upon the Contractor by this Agreement and that the Contractor will comply with those terms and conditions.

_____	_____
Jesse Hooper, Owner and President	Date

**Attachment A**  
**PROGRAM DEFINITIONS**

1. **“Attended Drop-Off Sites”** means designated drop-off centers that have staff to supervise and assist residents with recyclables unloading and depositing into the containers (see Attachment B).
2. **“Containers”** means compartmentalized, covered roll-off boxes with sufficient compartments to allow separate collection of the recyclable materials specified herein.

Other suitable types of container systems may be substituted for roll-off boxes (e.g., rear load dumpsters). Substitute types of containers must be specified in the proposal and must provide: adequate covering to prevent littering and precipitation from getting into the materials; adequate capacity; and ease of access by residents to deposit recyclable materials (e.g., unloading height not too high).

3. **“Contamination”** or **“Contaminants”** means incorrect materials deposited in the containers that are not acceptable as recyclables as defined by the County.
4. **“Contractor”** means the County’s contracted recycling service vendor as per this Agreement.
5. **“Designated Drop-Off Center”** means a specified facility for storage of recyclable materials. These facilities may be attended or unattended and will be located at site locations and schedules as specified by the County.

Attachment B is the current list of designated drop-off centers, including description of specific site locations and schedules of operations.

6. **“End Markets”** means the final manufacturing plant or business where the processed recyclables are sold to make a new product (for example, mills). Brokers, intermediate processors and other recycling material reclaimers are not considered end-markets.
7. **“Markets”** for recyclable material include any person or company that buys (or charges) for recycling of specified materials. “Markets” may include, but are not limited to: end-markets, intermediate processors, brokers and other recycling material reclaimers.
8. **“Recyclables Collection”** means taking up of all recyclable materials accumulated in containers at designated drop-off centers and the transporting of the recyclable materials to a recycling facility where they can be processed and / or transferred for marketing.
9. **“Recyclable Materials”** means those “minimum list of materials” identified by the County in Attachment C.
10. **“Recycle/Recycling”** means the process of collecting, processing and preparing recyclable materials and reusing them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.
11. **“Recycling Facility”** is a general term means a designated private recycling facility.
12. **“Rejects”** means materials that, after processing by the Contractor, are not marketable as recyclables and must be disposed as mixed municipal solid waste.
13. **“Triggering Event for Renegotiation”** means any event that allows either the County or the Contractor to initiate renegotiation of the Contract due to systems changes that may effect costs of services.
14. **“Unattended Drop-Off Sites”** are designated drop-off centers that do not have staff present whereby residents are asked to unload their own recyclables without supervision.



**Attachment B**

LIST OF DESIGNATED RECYCLABLES			
Location	Establishment (As Host for Site)	Service Type/Materials <sup>(a)</sup>	Minimum Frequency of Service
McGregor Transfer Station	J&H Transfer Station	Attended/Full service	On Call
J&H Transfer Station	J&H Transfer Station	Attended/Full service	On Call

Notes:

- (a) "Full Service" means all County-specified materials collected at this drop-off center (see Attachment C for detailed list).

**Attachment C**  
**LIST OF DESIGNATED RECYCLABLE MATERIALS**

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

**Notes:**

- (a) Plastic may be mixed in same recycling container compartment with tin/aluminum cans at discretion of the contractor
- (b) Tin/aluminum cans may be mixed in same recycling container compartment with plastic at discretion of the contractor

**Attachment C (continued)**  
**LIST OF DESIGNATED RECYCLABLE MATERIALS**

<b>Acceptable</b>	<b>Items NOT recyclable</b>	<b>Resident Preparation Instructions</b>
<p><b>Cardboard</b>            Corrugated cardboard (cardboard from boxes with fluted center and two side panels) Paperboard (cereal, kleenex, chip and pizza boxes).</p>	<p>Chipboard, packing peanuts, cellulose packing, foil, plastic wrap, egg crate material, milk cartons, wood scraps            Waxed or coated cardboard            No meat or juice stained cardboard</p>	<p>Flatten boxes            Remove plastic or waxed paper liners and all Styrofoam packing materials</p>
<p><b>Paper</b>            Newspaper, magazines, catalogs, phone books            Office paper: white or pastel            Stationary/typing paper            Envelopes: White, gold, brown, post-it notes, computer paper, Adding machine paper            Index/tab/time cards, manila folders, note paper, thermal fax paper, NCR (carbonless copy-through paper)</p>	<p>Blue prints, carbon paper, construction paper, copy paper wrappers, food packaging, Metal bindings, plastic covers, Puzzle books, comic books, Rubber bands, paper clips, Adhesive labels and stickers            Cellophane, foils</p>	<p>Newspaper separate in brown paper bags or bundle with string/twine            Magazines separate in brown paper bags or bundle with string/twine            Catalogs may be included in same bags with magazines            Phone books may be included in same bag with magazines</p>





# Board of County Commissioners Agenda Request

24  
Agenda Item #

**Requested Meeting Date:** March 9, 2020

**Title of Item:** Donation to Aitkin County Veteran Services

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <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*
<b>Submitted by:</b> Penny Harms		<b>Department:</b> Veteran Services Office
<b>Presenter (Name and Title):</b> N/A		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  Aitkin County Veteran Services received a donations totalling \$1200.00 from a private party who wishes to remain anonymous.  This money is to be used to assist veterans in need in Aitkin County.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Accept donation.		
<b>Financial Impact:</b> 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 type="checkbox"/> No <i>Please Explain:</i>		

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

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

ADOPTED March 9, 2021

By Commissioner: xxxx

20210309-xxx

Donation to Veteran Services – Private Party

**WHEREAS**, Aitkin County is generally authorized to accept donations of real and personal property with a 2/3 majority vote pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens.

**WHEREAS**, the following persons and entities have offered to contribute the cash amounts set forth below to the county:

Anonymous Private Party      \$1,200.00

**WHEREAS**, the terms or conditions of the donations, if any, are as follows:

Anonymous Private Party      Aitkin County Veteran Services

**WHEREAS**, all such donations have been contributed to the county for the benefit of its citizens, as allowed by law.

**NOW THEREFORE BE IT RESOLVED**, the Aitkin County Board of Commissioners finds that it is appropriate to accept the donations offered.

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

FIVE MEMBERS PRESENT

All Members Voting

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 9<sup>th</sup> day of March, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9<sup>th</sup> day of March, 2021

\_\_\_\_\_  
Jessica Seibert  
County Administrator



# Board of County Commissioners Agenda Request

2N  
Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Consumption & Display Permit

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <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*
<b>Submitted by:</b> Sally M. Huhta		<b>Department:</b> Auditor's
<b>Presenter (Name and Title):</b> N/A		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  Renewal of Consumption and Display Permit - Minnewawa Sportsmen's Club		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b>  Motion to approve Renewal of Consumption and Display (Set-Up) Permit - Minnewawa Sportsmen's Club, Inc., d/b/a Minnewawa Sportsmen's Club - Shamrock Township. (Renewal date of April 1, 2021)		
<b>Financial Impact:</b> 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 <span style="margin-left: 50px;">Please Explain:</span>		

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



# Board of County Commissioners Agenda Request

20  
Agenda Item #

**Requested Meeting Date:** March 9 2021

**Title of Item:** Approve Affidavit for Duplicate of Lost Warrant

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<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*

<b>Submitted by:</b> Julie Hughes	<b>Department:</b> Treasurer
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<b>Presenter (Name and Title):</b> N/A	<b>Estimated Time Needed:</b> N/A
---	--------------------------------------

**Summary of Issue:**

Approve Affidavit for Duplicate of Lost Municipal Order or Warrant:  
Larry McNeff, Commissioner Warrant number 80936, dated December 31, 2019 in the amount of \$110.00

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**

Approve Affidavit for Duplicate of Lost Municipal Order or Warrant:  
Larry McNeff, Commissioner Warrant number 80936, dated December 31, 2019 in the amount of \$110.00

**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

2P  
Agenda Item #

**Requested Meeting Date:** March 9 2021

**Title of Item:** Approve Affidavit for Duplicate of Lost Warrant

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <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*
<b>Submitted by:</b> Julie Hughes		<b>Department:</b> Treasurer
<b>Presenter (Name and Title):</b> N/A		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  Approve Affidavit for Duplicate of Lost Municipal Order or Warrant: Douglas Althoff, Commissioner Warrant number 79976, dated October 4, 2019 in the amount of \$500.00		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve Affidavit for Duplicate of Lost Municipal Order or Warrant: Douglas Althoff, Commissioner Warrant number 79976, dated October 4, 2019 in the amount of \$500.00		
<b>Financial Impact:</b> 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 type="checkbox"/> No      Please Explain:		

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

Affidavit for Duplicate of Lost Municipal Order or Warrant

STATE OF MINNESOTA,

County of Aitkin

)  
) ss. Douglas Althoff  
)

being duly sworn, on oath says; that (s)he is the owner of a certain commissioner warrant,

dated the Fourth day of October, 2019, numbered 79976,

issued by Aitkin County to Douglas Althoff in the sum of \$ 500.00

has been LOST in the manner

("Lost" or "Destroyed")

following, to wit:

and that (s)he makes this affidavit for the purpose of having a duplicate thereof issued to him (her)

according to law; and to that end herewith files his (her) indemnifying bond, with sureties to be

approved, in the sum equal to double the amount of said Commissioner Warrant

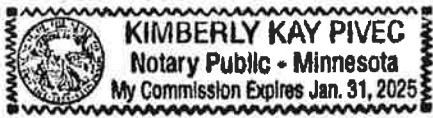
X Douglas Althoff

Subscribed and sworn to before me this 16th day of February, 2021

Kimberly Kay Pivec

Notary Public Wright County, Minnesota

My Commission Expires 1/31/2025





# Board of County Commissioners Agenda Request

20  
Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Purchase of Bobcat Compact Tract Loader & Implements

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <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>
<b>Submitted by:</b> Land Commissioner		<b>Department:</b> Land
<b>Presenter (Name and Title):</b> Rich Courtemanche		<b>Estimated Time Needed:</b> n/a
<b>Summary of Issue:</b> <p>The Aitkin County Land Dept. budgeted to purchase of a Bobcat Track Loader and implements using the State Bid Contract which is processed and delivered by Bobcat of Brainerd.</p> <p>Attached is quote for a new - T66 Compact Track Loader with some optional equipment "Clear Sides enclosed Cab", zigzag tracks, and rear view camera (for safety).</p> <p>Selling price T66 Compact Track Loader..... \$ 57,707.88          72" Brushcat ..... \$ 5,108.72          74" Industrial Pan ..... \$ 2,949.56          72" V50 Skeleton Rock Grapple (Virnig).....\$ 3,500.00</p> <p>Total..... \$ 69,266.16</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b> This purchase is part of the planned \$70,000 match for the Mille Lacs Connector ATV trail in order to secure bonding funds.		
<b>Recommended Action/Motion:</b> Adopt motion to approve purchase. County Board Chair to sign attached quote		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 69,266.16 Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> Will use budgeted funds \$69,266.16 - 21-520-6620 (Auto, Trailers, Snowmobiles) Will need to spend an additional \$734 in order to meet bonding match		



## Product Quotation

Quotation Number: 30636D030676

Date: 2021-02-05 15:02:10

Ship to	Bobcat Dealer	Bill To
AITKIN COUNTY LAND DEPARTMENT Attn: CHRIS JOHNSON 502 Minnesota Ave N Aitkin, MN 56431	Bobcat of Brainerd, Brainerd, MN 11570 MN-371 BUS A BRAINERD MN 56401 Phone: 763-263-0505 Fax: 763-262-0513	AITKIN COUNTY LAND DEPARTMENT Attn: CHRIS JOHNSON 502 Minnesota Ave N Aitkin, MN 56431
-----		
Contact: Max Ditty Phone: 7633557786 Fax: brian.dodd Cellular: 7633557786 E Mail: max@thecoinc.com		

Description	Part No	Qty	Price Ea.	Total
<b>T66 T4 Bobcat Compact Track Loader</b>	M0349	1	\$41,725.60	\$41,725.60
74.0 HP Tier 4 V2 Bobcat Engine	Lift Path: Vertical			
Auxiliary Hydraulics: Variable Flow	Lights, Front and Rear LED			
Backup Alarm	Operator Cab			
Bob-Tach	Includes: Adjustable Suspension Seat, Top and Rear			
Bobcat Interlock Control System (BICS)	Windows, Parking Brake, Seat Bar and Seat Belt			
Controls: Bobcat Standard	Roll Over Protective Structure (ROPS) meets SAE-J1040			
Cylinder Cushioning - Lift, Tilt	and ISO 3471			
Engine/Hydraulic Performance De-rate Protection	Falling Object Protective Structure (FOPS) meets SAE-			
Glow Plugs (Automatically Activated)	J1043 and ISO 3449, Level I; (Level II is available			
Horn	through Bobcat Parts)			
Instrumentation: Standard 5" Display (Rear Camera Ready)	Parking Brake: Spring Applied, Pressure Released			
with Keyless Start, Engine Temperature and Fuel Gauges,	(SAPR)			
Hour meter, RPM and Warning Indicators. Includes	Solid Mounted Carriage with 4 Rollers			
maintenance interval notification, fault display, job codes,	Tracks: Rubber, 12.6" Wide			
quick start, auto idle, and security lockouts.	Warranty: 2 years, or 2000 hours whichever occurs first			
Lift Arm Support	Machine IQ Telematics			
<b>P29 Performance Package</b>	M0349-P06-P29	1	\$4,021.75	\$4,021.75
Power Bob Tach	Dual Direction Bucket Positioning			
Attachment Control	Automatic Ride Control			
Two-Speed	Reversing Fan			
<b>C88 Comfort Package</b>	M0349-P07-C88	1	\$6,382.50	\$6,382.50
"Clear Sides Enclosed Cab with Auto HVAC	Heated Cloth Air Ride Suspension Seat			
Sound Reduction	Premium LED Lights			
Touch Display with Radio & Bluetooth	Rear View Camera"			
Selectable Joystick Controls	M0349-R01-C04	1	\$567.63	\$567.63
15.7" C-Pattern Rubber Track	M0349-R09-C02	1	\$1,117.90	\$1,117.90
5-Link Torsion Suspension Undercarriage	M0349-R21-C13	1	\$1,677.90	\$1,677.90
74" Heavy Duty Bucket	7272680	1	\$803.60	\$803.60
--- Bolt-On Cutting Edge, 74"	6718007	1	\$161.00	\$161.00
<b>Description</b>	<b>Part No</b>	<b>Qty</b>	<b>Price Ea.</b>	<b>Total</b>
16" ZIG ZAG TRACKS		1	\$1,250.00	\$1,250.00
<b>Total of Items Quoted</b>				<b>\$57,707.88</b>
Dealer P.D.I.				<b>\$0.00</b>
Freight Charges				<b>\$0.00</b>
Dealer Assembly Charges				<b>\$0.00</b>
<b>Quote Total - US dollars</b>				<b>\$57,707.88</b>

**Notes:**

~~2-YEAR/2000-HR-FACTORY-WARRANTY-EXTENDED-WARRANTY-AVAILABLE~~

72" BRUSHCAT- \$5108.72

74" INDUSTRIAL PAN- \$2949.56

~~72" ROOT GRAPPLE- \$2751.96~~

72" V50 SKELETON ROCK GRAPPLE- \$3500 (VIRNIG)

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes.

**Customer Acceptance:**

Purchase Order: \_\_\_\_\_

**Authorized Signature:**

**Print:** \_\_\_\_\_ **Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Grand Total with Highlighted in Yellow Attachments: **\$69,266.16**



# Board of County Commissioners Agenda Request

Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Purchase of Ford F150 4x4

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <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*
<b>Submitted by:</b> Land Commissioner		<b>Department:</b> Land
<b>Presenter (Name and Title):</b> Rich Courtemanche		<b>Estimated Time Needed:</b> n/a
<b>Summary of Issue:</b>  The Aitkin County Land Dept. budgeted to purchase of 4x4 pickup truck using the State Bid Contract which is processed and delivered by Aitkin Motors (local vendor).  Attached is quote for a 2021 - F150 extended cab 4x4 with some optional equipment including the state bid incentives: cruise control, all terrain tires, class IV tow-hitch, extended range fuel tank, and undercarriage skid plates.  Selling price with the standard 6.2L V8 .....\$ 26,634 Optional all terrain tires..... \$ 280  Ford F150 4x4 S/C Sub total: ..... \$ 26,914 Vehicle Excise Tax (6.5%)..... \$1,750 Title and Transfer ..... \$ 160  Total..... \$28,823		
<b>Alternatives, Options, Effects on Others/Comments:</b> ACLD is tax exempt however, the \$1,750 (6.5 %) vehicle excise tax is required and was not budgeted		
<b>Recommended Action/Motion:</b> Adopt Motion to approve purchase		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 28,823 Is this budgeted? <input checked="" type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i> Will use budgeted funds \$26,914 -11-925-6620 (Auto, Trailers, Snowmobiles) and \$800 -11-925-6374 (Auto & Trailer Lic.). Will use \$1,110 of 11-925 reserves to cover the non-budgeted (6.5%) vehicle excise tax.		

CNGP530

VEHICLE ORDER CONFIRMATION

03/02/21 11:35:58

==>

Dealer: F58482

2021 F-150

Page: 1 of 2

Order No: 8888 Priority: E3 Ord FIN: QC475 Order Type: 5B Price Level: 130

Ord PEP: 100A Cust/Flt Name: AITKIN LAND PO Number:

	RETAIL		RETAIL
X1E F150 4X4 S/C	\$36455	18B BLK PLAT BDS	\$250
145" WHEELBASE		413 SKID PLATES	160
JS ICONIC SILVER		425 50 STATE EMISS	NC
C CLOTH 40/20/40		50S CRUISE CONTROL	225
S MED DARK SLATE		53B CLASS IV HITCH	205
100A EQUIP GRP		655 EXT RANGE TANK	445
.XL SERIES		FLEX FUEL	
.17"SILVER STEEL		SP DLR ACCT ADJ	
99B 3.3L V6 PFDI			
44G ELEC 10-SPDAUTO		TOTAL BASE AND OPTIONS	39435
.265/70R-17		TOTAL	39435
X26 3.73 REG AXLE	NC	*THIS IS NOT AN INVOICE*	
6480# GVWR			
FLEET SPCL ADJ	NC	* MORE ORDER INFO NEXT PAGE *	
FRT LICENSE BKT	NC	F8=Next	

F1=Help F2=Return to Order F3/F12=Veh Ord Menu

F4=Submit F5=Add to Library

S006 - MORE DATA IS AVAILABLE.

QC09203

*\$26,634*  
*+ 6.5% tax Vehicle Excise Tax*  
*28,365.21*  
*+ Title and transfer (\$160)*  
*\$28,525.21*  
*+280 ALL Term. line*  
*\$28,800 gpp*



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** 03/09/2021

**Title of Item:** Human Trafficking JPA Amendment 1

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" 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 type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Sheriff Dan Guida		<b>Department:</b> Sheriff's Office
<b>Presenter (Name and Title):</b> Sheriff Dan Guida		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b>  Original Human Trafficking JPA as approved in December 15, 2020 meeting is attached for your review.  Recommend approving State of Minnesota Human Trafficking Investigators Task Force Joint Powers Agreement Amendment 1.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Recommend approval of Amendment to Human Trafficking JPA.		
<b>Financial Impact:</b> 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 type="checkbox"/> No <i>Please Explain:</i>		

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





## STATE OF MINNESOTA HUMAN TRAFFICKING INVESTIGATORS TASK FORCE JOINT POWERS AGREEMENT

This Joint Powers Agreement ("Agreement") is between the State of Minnesota, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and County of Aitkin acting on behalf of its Sheriff's Office, 218 1<sup>st</sup> St. N.W., Aitkin, MN 56431 ("Governmental Unit").

### Recitals

Under Minnesota Statutes § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. The parties wish to work together to investigate and prosecute human trafficking and sexual exploitation of children. The Governmental Unit wants to participate in the Minnesota Human Trafficking Investigators Task Force ("MNHITF") as an affiliate member.

### Agreement

#### 1. Term of Agreement

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

#### 2. Purpose

The Governmental Unit and BCA enter into this Agreement to make the Governmental Unit part of the Minnesota Human Trafficking Investigators Task Force that will use a three-pronged approach to combat human trafficking and the sexual exploitation of children: **prevention, education, and enforcement**. The BCA will provide a Senior Special Agent who will serve as the Commander of the task force.

#### 3. Standards

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

- 3.1 Investigate human trafficking crimes committed by organized groups or individuals related to child sexual exploitation, sex trafficking with a focus on minors being trafficked, and labor trafficking.
- 3.2 Investigators will follow appropriate state and/or federal laws in obtaining arrest warrants, search warrants and civil and criminal forfeitures. Investigators will follow proper legal procedures in securing evidence, including electronic devices.
- 3.3 Investigators will understand and use appropriate legal procedures in the use of informants including documentation of identity, monitoring of activities, and use and recordation of payments.
- 3.4 Investigators will use, as appropriate, a broad array of investigative technologies and techniques.
- 3.5 Investigators will interview and prepare reports of victim rescues and be able to direct those victims to appropriate public and private resources to help ensure their safety and integration back into society.
- 3.6 Affiliate Task Force members must be willing to respond and/or work jointly on human trafficking crimes within their jurisdiction and complete their assigned duties for the duration of

SWIFT Contract Number: 187170

the term of this Agreement.

3.7 Investigators must be licensed peace officers.

3.8 Affiliate members will investigate cases involving cross-jurisdictional, high impact and/or organized groups involving human trafficking. The assignment may require investigators to travel to neighboring jurisdictions as investigations expand or as assigned by the task force commander.

3.9 Affiliate members will be asked to participate in pro-active operations deterring sexual exploitation of children and rescuing victims of human trafficking primarily focused on minors with the goal of identifying their traffickers.

3.10 Affiliate Task Force members will prepare an operational briefing sheet for each active operation, to be approved by the task force commander.

3.11 Affiliate Task Force members will prepare investigative reports to be submitted to the task force commander. Affiliate members must submit statistics to the task force commander on a quarterly basis.

3.12 Affiliate members are assigned to their home agencies and may request assistance and resources on a case-by-case basis as approved by the task force commander.

3.13 Affiliate Task Force members will utilize the MNHITF deconfliction system to share and receive information to promote deconfliction with other agencies.

#### 4. Responsibilities of the Governmental Unit and the BCA

4.1 The Governmental Unit will:

4.1.1 Conduct investigations in accordance with provisions of the MNHITF Standards, identified in clause 3 above, and conclude such investigations in a timely manner.

4.1.2 Maintain accurate records of prevention, education, and enforcement activities, to be collected and forwarded quarterly to the BCA for statistical reporting purposes.

4.1.3 Assign, on a part-time basis, one or more employees of the Governmental Unit assigned as members to the MNHITF. All employees of the Governmental Unit assigned as members, and while performing MNHITF assignments, shall continue to be employed and directly supervised by the same Governmental Unit currently employing that member. All services, duties, acts or omissions performed by the MNHITF member will be within the course and duty of the member's employment and therefore covered by the Workers Compensation and other compensation programs of the Governmental Unit including fringe benefits.

4.1.4 Make a reasonable good faith attempt to be represented at all scheduled MNHITF meetings in order to share information and resources among the MNHITF members.

4.1.5 Participate fully in any audits required by the Minnesota Human Trafficking Task Force.

4.1.6 Maintain an electronic deconfliction system for use by MNHITF Affiliate members.

4.2 The BCA will:

4.2.1 Provide a Senior Special Agent who will serve as the Commander of the Task Force.

4.2.2 Review and approve or decline reimbursement requests under clause 5.1 within three (3) business days of the reimbursement request.

4.3 Nothing in this Agreement shall otherwise limit the jurisdiction, powers, and responsibilities normally possessed by a member as an employee of the Governmental Unit.

#### 5. Payment

5.1 Governmental Unit must first submit a written request for funds and receive written pre-approval for the funds from BCA.

5.2 Governmental Unit must supply original receipts to be reimbursed on pre-approved requests. Approved reimbursement will be paid directly by the BCA to the Governmental Unit within thirty (30) calendar days of the invoice date with payment made to the Governmental Unit Authorized Representative's address listed below.

**6. Authorized Representatives**

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

Name: Jeffrey Hansen, Deputy Superintendent  
Address: Department of Public Safety; Bureau of Criminal Apprehension  
1430 Maryland Street East  
Saint Paul, MN 55106  
Telephone: 651.793.7000  
E-mail Address: [jeff.hansen@state.mn.us](mailto:jeff.hansen@state.mn.us)

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

Name: Heidi Lenk, Undersheriff  
Address: Aitkin County Sheriff's Office  
218 1st St. NW, Aitkin, MN 56431  
Telephone: 218-927-7421  
E-mail Address: [heidi.lenk@co.aitkin.mn.us](mailto:heidi.lenk@co.aitkin.mn.us)

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

**7. Assignment, Amendments, Waiver, and Agreement Complete**

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

**8. Liability**

The BCA and the Governmental Unit agree each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. The BCA's liability shall be governed by provisions of the Minnesota Tort Claims Act, Minnesota Statutes § 3.736, and other applicable law. The Governmental Unit's liability shall be governed by provisions of the Municipal Tort Claims Act, Minnesota Statutes §§ 466.01-466.15, and other applicable law.

**9. Audits**

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

**10. Government Data Practices**

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

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

**11. Venue**

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

**12. Expiration and Termination**

**12.1** Either party may terminate this Agreement at any time, with or without cause, upon 30 days written notice to the other party. To the extent funds are available, the Governmental Unit shall receive reimbursement in accordance with the terms of this Agreement through the date of termination.

**12.2** Upon expiration or earlier termination of this Agreement, the Governmental Unit shall provide the MNHITF Commander all investigative equipment that was acquired under this Agreement.

**13. Continuing Obligations**

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

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

**1. STATE ENCUMBRANCE VERIFICATION**

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

Signed: Stacy Longmuir  
F6F0899CB14042E  
Date: 12/30/2020

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

SWIFT PO Number: 3-65607

**3. DEPARTMENT OF PUBLIC SAFETY;  
BUREAU OF CRIMINAL APPREHENSION**

DocuSigned by:  
Jeff Hansen  
By: 51A11E9AA3E64CA  
Date: 04/07/2020 (by delegated authority)

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

Date: 12/30/2020

**2. GOVERNMENTAL UNIT**

Governmental Unit certifies that the appropriate person(s) has(have) executed this Agreement on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.

By: William Pratt

Title: Serial Clerk, Becker County

Date: 12/15/2020

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

By: Jessie Silber

Title: County Administrator

Date: 12-17-20

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

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

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

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

**4. COMMISSIONER OF ADMINISTRATION  
As delegated to the Office of State Procurement**

DocuSigned by:  
Sara Friedland  
By: 0870A511B468482

Date: 12/30/2020

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

69695



# State of Minnesota Joint Powers Agreement Human Trafficking Investigators Task Force Amendment 1

SWIFT Contract Number: 187170

Agreement Start Date:	<u>12/30/2020</u>	Total Agreement Amount:	<u>\$0.00</u>
Original Agreement Expiration Date:	<u>12/29/2025</u>	Original Agreement:	<u>\$0.00</u>
Current Agreement Expiration Date:	<u>NA</u>	Previous Amendment(s) Total:	<u>\$0.00</u>
Requested Agreement Expiration Date:	<u>NA</u>	This Amendment:	<u>\$0.00</u>

This Amendment is by and between the **State of Minnesota**, acting through its Commissioner of Public Safety on behalf of the Bureau of Criminal Apprehension (“BCA”), and the County of Aitkin acting on behalf of its Sheriff’s Office (“Governmental Unit”).

### Recitals

1. The BCA has a Joint Powers Agreement with the Governmental Unit identified as SWIFT Contract Number 187170 (“Original Agreement”) providing for the Governmental Unit’s coordination with the Minnesota Human Trafficking Investigators Task Force (“MNHITF”) in human trafficking investigations and prosecution.
2. The BCA and the Governmental Unit wish to include human trafficking investigations directly associated with and corresponding to the Line 3 pipeline replacement project under construction by Enbridge, Incorporated.
3. The BCA and the Governmental Unit are willing to amend the Original Agreement as stated below.

### Agreement Amendment

In this Amendment, changes to pre-existing Contract language will use ~~strike through~~ for deletions and underlining for insertions.

REVISION 1. Clause 14, “Special Provisions for Line 3 Pipeline Replacement Project” is added to the Original Agreement as follows:

#### **14. Special Provisions for Line 3 Pipeline Replacement Project**

##### **14.1 The Governmental Unit:**

**14.1.1** Acknowledges the Minnesota Public Utilities Commission (“PUC”) has issued a permit to Enbridge, Incorporated (“Enbridge”) for the Line 3 pipeline replacement project (“Project”) and as a requirement for issuance of the permit, Enbridge created a Public Safety Escrow Account whereby Enbridge will make funding available to public safety service providers involved in human trafficking enforcement activities having a nexus to the Project.

**14.1.2** Wishes to participate in human trafficking investigations and operations related to the Project and receive reimbursement for funds expended by the Governmental Unit.

**14.1.3** Enters into this Amendment with the purpose of receiving funding reimbursement for human trafficking investigations and operations related to the Project.

##### **14.2 Project Reimbursement Requests and Payments. The following reimbursement and payment provisions supplement and are independent of Clause 5, Payment, and become effective upon execution of this Amendment.**

**14.2.1** Governmental Unit will submit in advance a written request explaining any fund reimbursement and must receive written pre-approval from the MNHITF Commander or his/her designee for the reimbursement before proceeding.

- 14.2.2 The Governmental Unit will only be reimbursed for the following pre-approved expenses: 1) overtime salary including fringe benefits; 2) equipment and supplies; 3) training and training-related expenses. All reimbursable expenses must directly correspond to human trafficking services pursuant to this Agreement.
- 14.2.3 Governmental Unit will submit all pre-approved reimbursement requests to the MNHITF Commander or his/her designee, such requests made using the Minnesota Human Trafficking Investigators Task Force Outside Agency Reimbursement form which will be provided to the Governmental Unit by the BCA.
- 14.2.4 Governmental Unit shall supply original receipt(s) or other expenditure documents acceptable to the BCA in order to be reimbursed for pre-approved reimbursement requests.
- 14.2.5 Reimbursement requests properly pre-approved and submitted by the Governmental Unit will be reviewed by the MNHITF Commander or his/her designee. Upon approval by BCA, the reimbursement request will be forwarded to the Department of Public Safety's designated Line 3 public safety liaison for additional review and approval. Upon approval by the liaison, the reimbursement request will be forwarded to the Public Utilities Commission's Executive Secretary for processing and payment by Enbridge. Reimbursement to the Governmental Unit will be made directly by Enbridge to the Governmental Unit using its Public Safety Escrow Account until all Escrow Account funds have been expended.
- 14.2.6 Reimbursements to the Governmental Unit will be paid to:  
Aitkin County Sheriff's Office  
218 1<sup>st</sup> Street NW  
Aitkin, MN 56431

The Original Agreement and any previous amendments are incorporated into this amendment by reference. Except as amended herein, the terms and conditions of the Original Agreement and all previous amendments remain in full force and effect.

- |   |   |
|---|---|
| <p>1. <b>GOVERNMENTAL UNIT</b><br/> <i>Governmental Unit certifies that the appropriate person(s) has(have) executed this Amendment on behalf of the Governmental Unit and its jurisdictional government entity as required by applicable articles, laws, by-laws, resolutions or ordinances.</i></p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> <p>By: _____</p> <p>Title: _____</p> <p>Date: _____</p> | <p>2. <b>DEPT. OF PUBLIC SAFETY; BUREAU OF CRIMINAL APPREHENSION</b><br/> <i>Individual certifies the applicable provisions of Minn. Stat. 16C.08, subdivisions 2 and 3, are reaffirmed.</i></p> <p>By: _____<br/> <i>(with delegated authority)</i></p> <p>Title: _____</p> <p>Date: _____</p> <p>3. <b>COMMISSIONER OF ADMINISTRATION</b><br/> <i>As delegated to the Office of State Procurement</i></p> <p>By: _____</p> <p>Date: _____</p> |
|---|---|



# Board of County Commissioners Agenda Request

2T  
Agenda Item #

**Requested Meeting Date:** 03/09/2021

**Title of Item:** 2020 EMPG Grant

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<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>

<b>Submitted by:</b> Sheriff Dan Guida	<b>Department:</b> Sheriff's Office
---	--

<b>Presenter (Name and Title):</b> Sheriff Dan Guida	<b>Estimated Time Needed:</b>
---	-------------------------------

**Summary of Issue:**

See attached memo and agreement.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**

Recommend authorizing Board Chair and clerk to sign the EMPG agreement with the State of MN for this funding.

**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.

# DANIEL G. GUIDA

AITKIN COUNTY SHERIFF

218 1<sup>st</sup> St. N.W.

Aitkin, MN 56431

218-927-7435 / 1-888-900-2138

Emergency 911

Sheriff Fax: 218-927-7359 / Dispatch Fax: 218-927-6887

## MEMO

TO: Aitkin County Board of Commissioners DATE: March 3, 2021  
FROM: Sheriff Dan Guida RE: EMPG Grant

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Attached is the annual Emergency Management Performance Grant (EMPG) award for the year 2020. The award amount for 2020 is \$19,276. The Department of Public Safety was unable to make the 2020 grant agreement available until today, March 3, 2021.

This grant does not totally fund our emergency management activities, rather it offsets some of the costs. I am looking for authorization to have the Board Chair and clerk sign this agreement with the State of Minnesota for this funding.

Please let me know if you have any questions. Thank you.





<b>Minnesota Department of Public Safety (“State”)</b> Homeland Security and Emergency Management Division 445 Minnesota Street, Suite 223 St. Paul, Minnesota 55101-2190	<b>Grant Program:</b> 2020 Emergency Management Performance Grant  <b>Grant Contract Agreement No.:</b> A-EMPG-2020-AITKINCO-003
<b>Grantee:</b> Aitkin County 217 2nd Street NW Suite #185 Aitkin, MN 56431-1271	<b>Grant Contract Agreement Term:</b> <b>Effective Date:</b> 01/01/2020 <b>Expiration Date:</b> 04/30/2021
<b>Grantee’s Authorized Representative:</b> Aitkin County Sheriff’s Office / Emergency Management ATTN: Sheriff Dan Guida – Emergency Management Director 218 2nd Street NW Aitkin, MN 56431-1271 Phone: 218-927-7417 E-mail: dan.guida@co.aitkin.mn.us	<b>Grant Contract Agreement Amount:</b> Original Agreement \$ 19,276.00  Matching Requirement \$ 19,276.00
<b>State’s Authorized Representative:</b> Kyle Temme Homeland Security and Emergency Management 445 Minnesota St., Suite 223 St. Paul, Minnesota 55101-2190 Phone: 651-201-7420 E-mail: kyle.temme@state.mn.us	Federal Funding: CFDA 97.042 FAIN: EMC-2020-EP-00006 State Funding: None Special Conditions: Period of performance for eligible activities is 1/1/2020 to 12/31/2020 in accordance with the federal DPS/HSEM FFY-2020 EMPG FEMA Work Plan.

Under Minn. Stat. § 299A.01, Subd 2 (4) the State is empowered to enter into this grant contract agreement.

**Term:** The creation and validity of this grant contract agreement conforms with Minn. Stat. § 16B.98 Subd. 5. Effective date is the date shown above or the date the State obtains all required signatures under Minn. Stat. § 16B.98, subd. 7, whichever is later. Once this grant contract agreement is fully executed, the Grantee may claim reimbursement for expenditures incurred pursuant to the Payment clause of this grant contract agreement. Reimbursements will only be made for those expenditures made according to the terms of this grant contract agreement. Expiration date is the date shown above or until all obligations have been satisfactorily fulfilled, whichever occurs first.

The Grantee, who is not a state employee will:

Perform and accomplish such purposes and activities as specified herein and in the Grantee’s approved 2020 Emergency Management Performance Grant Application (“Application”) which is incorporated by reference into this grant contract agreement and on file with the State at Homeland Security and Emergency Management Division, 445 Minnesota Street, Suite 223, St. Paul, Minnesota 55101-2190. The Grantee shall also comply with all requirements referenced in the 2020 Emergency Management Performance Grant Guidelines and Application which includes the Terms and Conditions and Grant Program Guidelines (<https://app.dps.mn.gov/EGrants>), which are incorporated by reference into this grant contract agreement.

**Budget Revisions:** The breakdown of costs of the Grantee’s Budget is contained in Exhibit A, which is attached and incorporated into this grant contract agreement. As stated in the Grantee’s Application and Grant Program Guidelines, the Grantee will submit a written change request for any substitution of budget items or any deviation and in accordance with the Grant Program Guidelines. Requests must be approved prior to any expenditure by the Grantee.



**Matching Requirements:** (If applicable.) As stated in the Grantee's Application, the Grantee certifies that the matching requirement will be met by the Grantee.

**Payment:** As stated in the Grantee's Application and Grant Program Guidance, the State will promptly pay the Grantee after the Grantee presents an invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services and in accordance with the Grant Program Guidelines. Payment will not be made if the Grantee has not satisfied reporting requirements.

**Certification Regarding Lobbying:** (If applicable.) Grantees receiving federal funds over \$100,000.00 must complete and return the Certification Regarding Lobbying form provided by the State to the Grantee.

**1. ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

**3. STATE AGENCY**

Signed: \_\_\_\_\_  
(with delegated authority)

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

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

Grant Contract Agreement No./ P.O. No. A-EMPG-2020-AITKINCO-003 / PO# 3000071947

Project No.(indicate N/A if not applicable): N/A

**2. GRANTEE**

*The Grantee certifies that the appropriate person(s) have executed the grant contract agreement on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.*

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Signed: \_\_\_\_\_

Print Name: \_\_\_\_\_

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

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

Distribution: DPS/FAS  
Grantee  
State's Authorized Representative

**2020 (EMPG) Emergency Management Performance Grant**

**Organization:**  
Aitkin County

**Budget Summary (Report)**

**EXHIBIT A**  
**A-EMPG-2020-AITKINCO-003**

<b>Budget</b>		
<b>Budget Category</b>	<b>Award</b>	<b>Match</b>
Organization		
Personnel costs for emergency management planning	\$19,276.00	\$19,276.00
<b>Total</b>	<b>\$19,276.00</b>	<b>\$19,276.00</b>
<b>Total</b>	<b>\$19,276.00</b>	<b>\$19,276.00</b>
<b>Allocation</b>	<b>\$19,276.00</b>	<b>\$19,276.00</b>
<b>Balance</b>	<b>\$0.00</b>	<b>\$0.00</b>



# Board of County Commissioners Agenda Request

24  
 Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Accepting Donation from the LLCF to LLCC

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" 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*
--	---	---

<b>Submitted by:</b> Land Commissioner	<b>Department:</b> Land
---	----------------------------

<b>Presenter (Name and Title):</b> Rich Courtemanche	<b>Estimated Time Needed:</b> n/a
---	--------------------------------------

**Summary of Issue:**

At the February 23, 2021 meeting of the County Board of Commissioners, the board approved hiring a Long Lake Conservation Center manager under the understanding that the budgeted shortfall would be augmented by a \$11,500 financial commitment made by the Long Lake Conservation Foundation (LLCF; 503(c)).

At the March 1, 2021, LLCF approved donation of up to \$11,500 to match the county budgeted salary and benefits.

I am requesting a motion from the County Board to accept up to \$11,500 of outside funds from the LLCF for the 2021 salary of the LLCC manager.

**Alternatives, Options, Effects on Others/Comments:**

Actual amount to be accepted will be dependent on employee start date, benefit package selected, and starting salary.

**Recommended Action/Motion:**

Adopt Resolution to accept up to \$11,500 of outside funds from the LLCF for the 2021 salary of the LLCC manager.

**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:*

Additional revenue from outside donation from the LLCF.





# Board of County Commissioners Agenda Request

2v  
Agenda Item #

**Requested Meeting Date:** 03/09/2021

**Title of Item:** STS Donation

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" 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*
<b>Submitted by:</b> Sheriff Dan Guida		<b>Department:</b> Sheriff's Office
<b>Presenter (Name and Title):</b> Sheriff Dan Guida		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b>  Logan Township has made a donation to Aitkin County Sentence to Service in appreciation for their work in Logan Township during 2020.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Recommend accepting donation.		
<b>Financial Impact:</b> 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 type="checkbox"/> No      Please Explain:		

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

Supervisor - Dave Sims  
Supervisor - Elissa Bryan  
Supervisor - Lynn Mizner  
Treasurer - Lois Fultz

Logan  
Township

Clerk – Craig LeBlanc  
32942 470th Street  
Palisade, MN 56469  
[logantownshpmn@gmail.com](mailto:logantownshpmn@gmail.com)

Aitkin County Sheriff's Office  
Sentenced to Serve  
218 1st St NW  
Aitkin, MN 56431

February 9, 2021

Aitkin County Sheriff's Office - Please accept this contribution of \$250 for  
Sentenced to Serve's work in Logan Township in 2020.

Craig LeBlanc



Logan Town Clerk

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

ADOPTED March 9, 2021

By Commissioner: xxxx

20210309-xxx

STS Donation – Logan Township

**WHEREAS**, Aitkin County is generally authorized to accept donations of real and personal property with a 2/3 majority vote pursuant to Minnesota Statutes Section 465.03 for the benefit of its citizens.

**WHEREAS**, the following persons and entities have offered to contribute the cash amounts set forth below to the county:

Logan Township	\$250.00
----------------	----------

**WHEREAS**, the terms or conditions of the donations, if any, are as follows:

Logan Township	Sentence to Service
----------------	---------------------

**WHEREAS**, all such donations have been contributed to the county for the benefit of its citizens, as allowed by law.

**NOW THEREFORE BE IT RESOLVED**, the Aitkin County Board of Commissioners finds that it is appropriate to accept the donations offered.

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

FIVE MEMBERS PRESENT All Members Voting

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 9<sup>th</sup> day of March, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9<sup>th</sup> day of March, 2021

\_\_\_\_\_  
Jessica Seibert  
County Administrator





# Board of County Commissioners Agenda Request

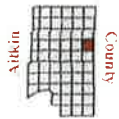


**Requested Meeting Date:** March 9, 2021

**Title of Item:** Utility Easement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" 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*
<b>Submitted by:</b> Rich Courtemanche		<b>Department:</b> Land
<b>Presenter (Name and Title):</b> Rich Courtemanche, Land Commissioner		<b>Estimated Time Needed:</b> n/a
<b>Summary of Issue:</b> <p>Lakes County Power of Cohasset, MN is requesting a forty foot (40') easement to reconstruct an existing single phase power-line across tax forfeited lot along the south side of 500th Street. (Parcel 10-0-019700; NWNE of Section 13, Township 49N, Range 22W).</p> <p>Aitkin County Surveyor has reviewed the attached survey and has no objections.</p> <p>Average to be encumbered by the easement was determined to be 1.22 acres (1,333.54'x40')</p> <p>Easement at the rate of \$2,400 plus recording fee of \$46 = \$2,446. The applicant has paid \$400 application fee that will be credited to the assessment if approved.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve resolution for permanent utility easement.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

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



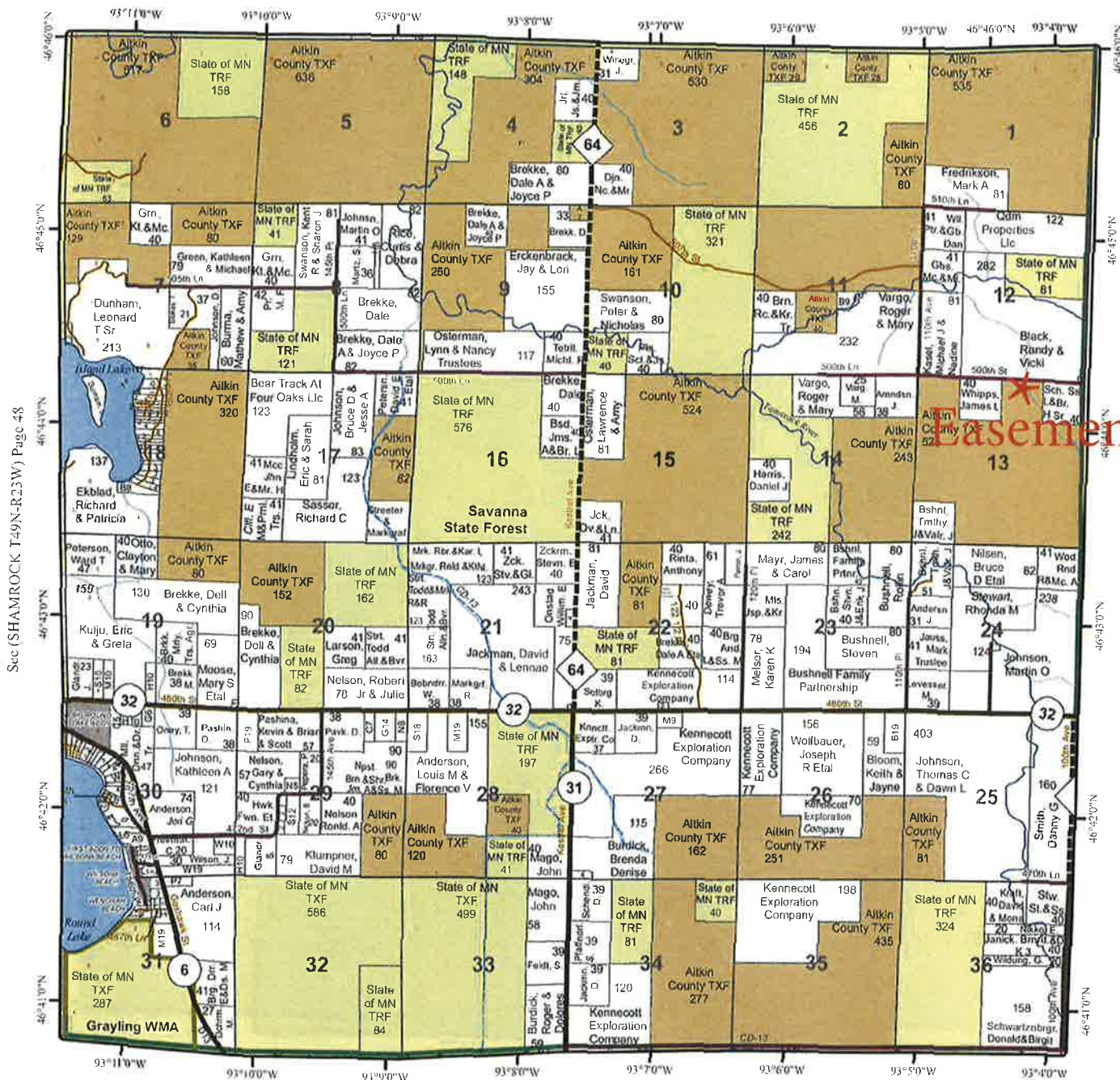
# HAUGEN T49N-R22W



Acres shown are approximate.  
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See (BALSAM T50N-R22W) Page 55



Sec (SHAMROCK T49N-R23W) Page 48

**ASPEN REALTY, Inc.**  
Your Northland Connection!

Hwy. 210 & 65 • McGregor, MN  
218.768.HOME • [www.AspenRealtyMN.com](http://www.AspenRealtyMN.com)

Shawn Hoover Owner/Broker 218.839.3690  
Kathy Stariha Realtor 218.393.1767



## Request for Access Across Tax-Forfeited Lands In Aitkin County

August 29, 2006

Before completing this request, read the accompanying instructions to determine the type of easement that you are requesting. Please attach a map showing the proposed easement that you are requesting. A non-refundable application fee of \$400.00 must accompany this application. If approved, the application fee will be applied to the easement fee.

① Easement:

- Utility easement only
- Recreational road easement – no utilities are allowed, for recreation use only
- Residential road easement – includes utility easement, for year round use

See the instruction sheet for better definitions of the types of easements

② Applicant Information (please print or type)

<p><u>Jeff Major</u> Name of applicant</p> <p><u>26039 Bear Ridge Drive</u> Mailing address</p> <p><u>218-322-4539</u> Daytime phone number</p>	<p><u>Lake Country Power</u> Company name</p> <p><u>Cohasset</u> <u>MN</u> <u>55721</u> City State Zip Code</p> <p><u>jmajor@lcp.coop</u> E-mail address</p>
---	--

③ Please answer the following with regards to **YOUR** parcel being accessed:

Tax Parcel Number \_\_\_\_\_ Acreage \_\_\_\_\_

Location of Parcel: Legal Description : \_\_\_\_\_

Section \_\_\_\_\_ Township \_\_\_\_\_ Range \_\_\_\_\_

Do you own the property?  yes  no  fee owner  contract for deed purchaser

Do you have any other access into this property?  yes  no

Will the proposed easement route cross property other than Aitkin County tax forfeited lands?:  yes  no

If yes, has legal access been acquired from these other properties?  yes  no

④ Please write a brief note on why you are requesting an easement:

Re-construction of existing single phase power line.  
The line crosses Tax Forfeit PID 10-0-014700 along the  
south side of 500th Street.

⑤ Signature of applicant or authorized representative

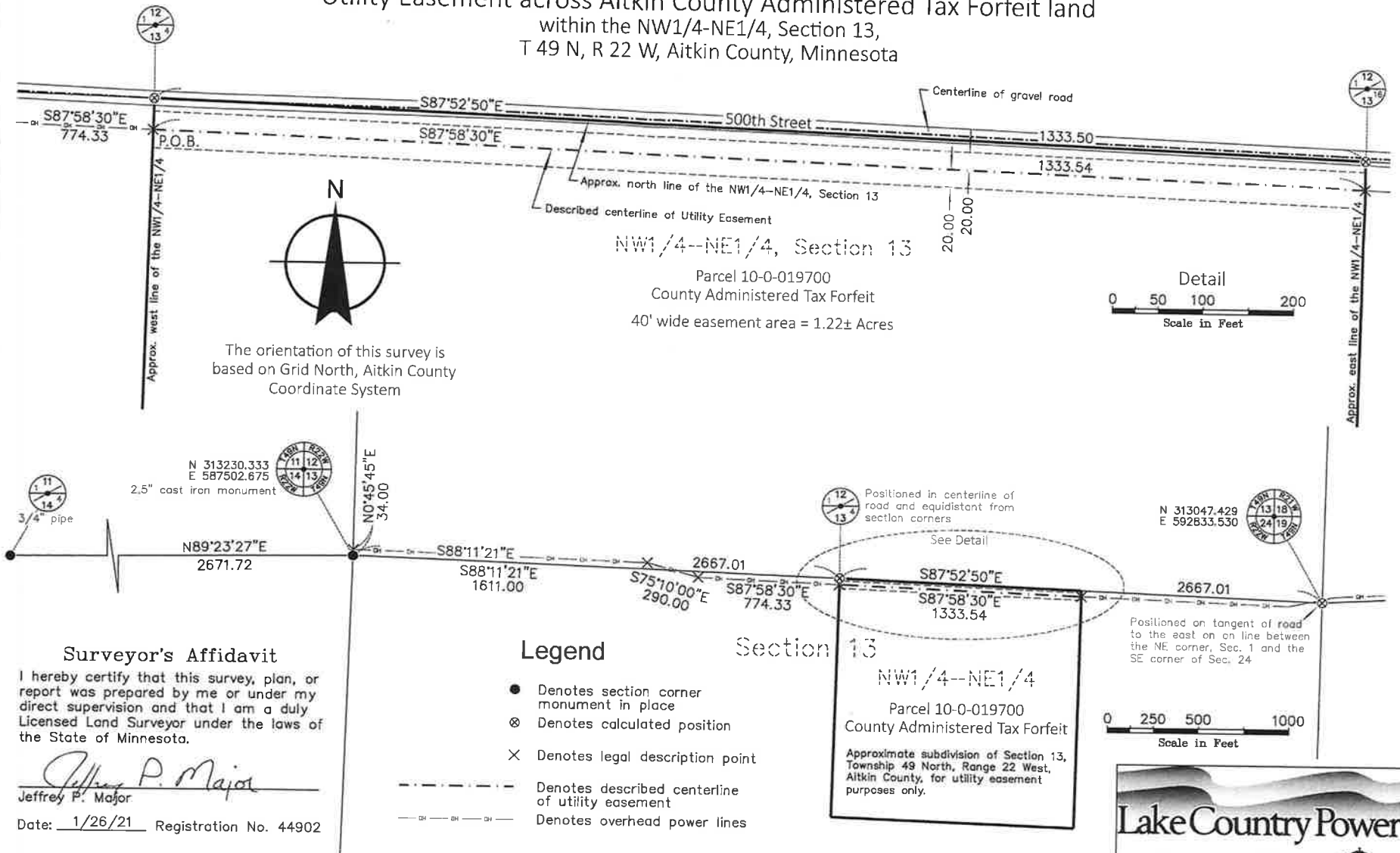
Jeff Major  
\_\_\_\_\_  
1-26-21  
Date

⑥ Please return the completed form, and map along with the nonrefundable application fee of \$400.00 to:

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

# EXHIBIT A

## Utility Easement across Aitkin County Administered Tax Forfeit land within the NW1/4-NE1/4, Section 13, T 49 N, R 22 W, Aitkin County, Minnesota



**Surveyor's Affidavit**

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

*Jeffrey P. Major*  
Jeffrey P. Major

Date: 1/26/21 Registration No. 44902

- Legend**
- Denotes section corner monument in place
  - ⊗ Denotes calculated position
  - × Denotes legal description point
  - Denotes described centerline of utility easement
  - - - - - Denotes overhead power lines

Detail  
0 50 100 200  
Scale in Feet

0 250 500 1000  
Scale in Feet

**Lake Country Power**

A Touchstone Energy Cooperative

Wright, Ckt 2	WO No. 32334
---------------	--------------

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

ADOPTED March 9, 2021

By Commissioner: xxxx

20210309-xxx

Utility Easement

Pursuant to the authority given to the undersigned County Auditor of Aitkin County, by the County Board of said County of Aitkin, as set forth in their resolution adopted by the County on March 9, 2021 to Lake Country Power of 26039 Bear Ridge Drive, Cohasset, MN 55721, a perpetual easement to construct and maintain a single-phase powerline utility easement across the following Aitkin County managed lands:

The easement is described as follows:

A 40-foot-wide easement for utility purposes over, under and across the following described property:

The Northwest Quarter of the Northeast Quarter, Section 13, Township 49 North, Range 22 West, of the Fourth Principal Meridian.

Said 40 foot wide easement lies 20 feet on each side of the following described centerline: Commencing at the South Quarter Corner of Section 11, Township 49 North, Range 22 West, of the Fourth Principal Meridian; thence North 89 degrees 23 minutes 27 seconds East, assumed bearing along the south line of said Section 11, a distance of 2671.72 feet to the section corner common to Sections 11, 12, 13 and 14; thence North 0 degrees 45 minutes 45 seconds East 34.00 feet; thence South 88 degrees 11 minutes 21 seconds East 1611.00 feet; thence South 75 degrees 10 minutes 00 seconds East 290.00 feet; thence South 87 degrees 58 minutes 30 seconds East 774.33 feet, more or less, to the west line of said Northwest Quarter of the Northeast Quarter, Section 13, and the point of beginning of the easement centerline to be described; thence continue South 87 degrees 58 minutes 30 seconds East 1333.54 feet, more or less, to the east line of said Northwest Quarter of the Northeast Quarter and said described centerline there terminating.

Sidelines of said 40-foot-wide easement shall be prolonged or shortened so as to begin and terminate on the east and west lines of said Northwest Quarter of the Northeast Quarter, Section 13. and,

**WHEREAS**, said applicant will be charged \$2,400 for the easement and timber charges as appraised by the County Land Commissioner, and

**WHEREAS**, the Aitkin County land Commissioner, after making an investigation of such application, has advised that he finds no objection to granting such permit and easement,

**NOW THEREFORE, BE IT RESOLVED**, that pursuant to Minnesota Statutes, Section 282.04, Subdivision 4, the County Auditor be and is hereby authorized to issue to Lake Country Power of 26039 Bear Ridge Drive, Cohasset, MN 55721, a perpetual easement to use said strips of land, if consistent with the law, as in the special conditions set forth herein,

**BE IT FURTHER RESOLVED**, that said easement be granted, subject to the following terms, and conditions:

1. The communication infrastructure shall be constructed and maintained by the grantee or permittee without any cost to the County of Aitkin and the land area shall be open for public use, as long as said easement is in force.
2. Any timber cut or destroyed shall be paid for at the usual rate as soon as determined by the Land Commissioner. (Timber within ROW has been included in the easement costs.)

3. Aitkin County manages County owned and tax-forfeited lands to produce direct and indirect revenue for the taxing districts. This management includes the harvesting and extraction of timber, gravel, minerals, and other resources. The issuing and use of this easement shall not adversely affect the management and harvesting of timber and other resources on County owned and tax forfeited land. If for any reason, including township or county road construction or reconstruction, the easement needs to be relocated, the county and township will not be responsible for any relocation costs.
4. Any such easement may be canceled by resolution of the County Board for any substantial breach of its terms or if at any time its continuance will conflict with public use of the land, or any part thereof, on which it is granted, after ninety (90) days written notice, addressed to the record owner of the easement at the last known address.
5. Land affected by this easement may be sold or leased for any legal purpose, but such sale or lease shall be subject to this easement and excepted from the conveyance or lease, while such easement remains in force.
6. Failure to use the right of way described in this document for the purpose for which this easement is granted for a period of five years, shall result in the cancellation of this easement and any rights granted to the grantee by this easement shall cease to exist and shall revert to the grantor.
7. Aitkin County manages the old railroad right of way for many purposes such as a motorized and non-motorized recreation trail, access to county managed and other lands for resource management purposes, including the harvesting of timber, extraction of gravel, peat, fill dirt, etc, and the mining and extraction of minerals. The issuing and use of this easement shall not adversely affect any other Aitkin County authorized uses of this strip of land.
8. During construction and/or laying of the fiber optics line, the lessee shall keep the traveled area of the old railroad grade clear of slash, trees, and dirt mounds. The lessee shall post and sign the area where constructing so that other users of this trail on the old railroad right of way are notified and aware of the construction work.
9. After construction, the lessee shall mark the location of the fiber optics line and shall return the land to the same condition as prior to issuing of the easement.
10. If the County shall make any improvements or changes on all or any part of its property upon which utilities have been placed by this permit, the utility owner shall, after notice from the County, change vacate, or remove from County property said works necessary to conform with said changes without cost whatsoever to the County.

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

**FIVE MEMBERS PRESENT**

**All Members Voting**

**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 9<sup>th</sup> day of March, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9<sup>th</sup> day of March, 2021

\_\_\_\_\_  
Jessica Seibert  
County Administrator



# Board of County Commissioners Agenda Request

2X  
Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** 2020 Annual Apportionment of Forfeited Tax Sales

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<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*
<i>*provide copy of hearing notice that was published</i>		

<b>Submitted by:</b> Rich Courtemanche	<b>Department:</b> Land
---	----------------------------

<b>Presenter (Name and Title):</b> Rich Courtemanche - Land Commissioner	<b>Estimated Time Needed:</b> n/a
---	--------------------------------------

**Summary of Issue:**

The attached annual resolution directs funding of the County Land Department and County Parks and Trails using 2020 forfeited tax sale apportionment per MS 282.08.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Adopt annual 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 March 9, 2021

By Commissioner: xxxx

20210309-xxx

**2020 Annual Apportionment of Forfeited Tax Sales**

**WHEREAS**, pursuant to Minnesota Statute 282.08, County boards are authorized to set aside monies from the tax forfeited sale fund for timber and park development.

**NOW, THEREFORE, BE IT RESOLVED**, that in compliance with said law, that the County Board set aside thirty (30) percent of the remaining receipts are to be used for forest development and twenty (20) percent of these receipts remaining are to be used for the maintenance and development of County Parks or recreational areas, as defined in Minnesota Statute Section 398.31 to 398.36 to be expended under the supervision of the County Board.

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

FIVE MEMBERS PRESENT

All Members Voting

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 9<sup>th</sup> day of March, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9<sup>th</sup> day of March, 2021

\_\_\_\_\_  
Jessica Seibert  
County Administrator





# Board of County Commissioners Agenda Request

24  
Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Joint Powers Agreements

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<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*
<b>Submitted by:</b> James P. Ratz		<b>Department:</b> County Attorney
<b>Presenter (Name and Title):</b> James P. Ratz		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  Authorization of the Joint Powers Agreements with the County of Aitkin on Behalf of its County Attorney and Sheriff.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b>		
<b>Financial Impact:</b> 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>		

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

**JAMES P. RATZ**  
AITKIN COUNTY ATTORNEY  
209 SECOND STREET N.W., ROOM 268  
AITKIN, MINNESOTA 56431

---

TELEPHONE (218) 927-7347  
TOLL FREE 1-888-422-7347  
FAX (218) 927-7365

SENIOR ASSISTANT COUNTY ATTORNEY  
LISA ROGGENKAMP RAKOTZ


ASSISTANT COUNTY ATTORNEYS  
SARAH WINGE  
NATALIE SCHIFERL  
TRACY N. PERPICH

PARALEGALS  
TAMMY K. MILLER  
SONDRA L. SWANSON

CRIME VICTIM COORDINATOR  
GABREA ANDERSON  
TELEPHONE (218) 927-7446

**MEMORANDUM**

**TO:** Aitkin County Board

**FROM:** James P. Ratz, County Attorney 

**DATE:** February 25, 2021

**RE:** **Joint Powers Agreements with the County of Aitkin**

-----

Attached please find the Joint Powers Agreements with the County of Aitkin on behalf of its County Attorney and Sheriff. Please have the County Board Chair and Clerk sign all three (3) documents. Please complete the resolution approving the Joint Powers Agreements and provide me with a copy of the resolution and all three documents once complete. Thank you.

JPR:tkm

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Aitkin on behalf of its Prosecuting Attorney ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

**A. Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

**B. Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

**C. Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

The Agency currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. No charges will be assessed to the agency as a condition of this agreement.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Jim Ratz, County Attorney, 217 2<sup>nd</sup> Street NW, Room 231, (218) 927-7347, or his/her successor.

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

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

### **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat.

Ch. 466, governs the Agency's liability.

**7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

**8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

**9 Investigation of alleged violations; sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

**9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency

must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

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

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

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

**1. AGENCY**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF  
CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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



## **COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT**

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Aitkin on behalf of its Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

### **Recitals**

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 187617, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us)) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is [www.courts.state.mn.us](http://www.courts.state.mn.us).

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

**3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES.** Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

**4. SCOPE OF ACCESS TO COURT RECORDS LIMITED.** Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

**5. GUARANTEES OF CONFIDENTIALITY.** Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.** Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. **LICENSE AND PROTECTION OF PROPRIETARY RIGHTS.** During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. **Court Data Services Programs.** Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. **Court Data Services Databases.** Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. **Marks.** Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. **Restrictions on Duplication, Disclosure, and Use.** Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

**e. Proprietary Notices.** Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

**8. INJUNCTIVE RELIEF.** Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

**9. LIABILITY.** Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

**10. AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

**12. ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

**a. Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

**b. Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

**c. Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

**d. Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

**13. FEES; INVOICES.** Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

**14. MODIFICATION OF FEES.** Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

**15. WARRANTY DISCLAIMERS.**

**a. WARRANTY EXCLUSIONS.** EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

**b. ACCURACY AND COMPLETENESS OF INFORMATION.** WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

**16. RELATIONSHIP OF THE PARTIES.** Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

**17. NOTICE.** Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber



hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

**18. NON-WAIVER.** The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

**19. FORCE MAJEURE.** Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

**20. SEVERABILITY.** Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

**21. ASSIGNMENT AND BINDING EFFECT.** Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

**22. GOVERNING LAW.** This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

**23. VENUE AND JURISDICTION.** Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

**24. INTEGRATION.** This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

**1. SUBSCRIBER (AGENCY)**

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY,  
BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

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

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

**4. COURTS**  
Authority granted to Bureau of Criminal Apprehension

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with authorized authority)

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

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

ADOPTED March 9, 2021

By Commissioner: xxxx

20210309-xxx

**Resolution Approving State of Minnesota Joint Powers Agreements with the County of Aitkin on Behalf of it's County Attorney and Sheriff**

**WHEREAS**, the County of Aitkin on behalf of its County Attorney and Sheriff desires to enter into Joint Powers Agreements with the State of Minnesota, Department of Public Safety, Bureau of Criminal Apprehension to use systems and tools available over the State's criminal justice data communications network for which the County is eligible. The Joint Powers Agreements further provide the County with the ability to add, modify and delete connectivity, systems and tools over the five year life of the agreement and obligates the County to pay the costs for the network connection.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Aitkin, Minnesota as follows:

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Aitkin on behalf of its County Attorney and Sheriff are hereby approved.

2. That the Sheriff, Daniel Guida, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Undersheriff Heidi Lenk is appointed as the Authorized Representative's designee.

3. That the County Attorney, James Ratz, or his or her successor, is designated the Authorized Representative for the County Attorney. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County's connection to the systems and tools offered by the State.

To assist the Authorized Representative with the administration of the agreement, Senior Assistant County Attorney Lisa Roggenkamp Rakotz is appointed as the Authorized Representative's designee.

4. That Mark Wedel, the Chair of the County of Aitkin, and Jessica Seibert, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

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

FIVE MEMBERS PRESENT

All Members Voting

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 9<sup>th</sup> day of March, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9<sup>th</sup> day of March, 2021

\_\_\_\_\_  
J. Mark Wedel  
Its Board Chair

\_\_\_\_\_  
Jessica Seibert  
Its County Board Clerk



# Board of County Commissioners Agenda Request

22  
Agenda Item #

**Requested Meeting Date:** 3-9-21

**Title of Item:** Award Contract No. 20213

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<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*
<i>*provide copy of hearing notice that was published</i>		

<b>Submitted by:</b> John Welle	<b>Department:</b> Highway Department
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<b>Presenter (Name and Title):</b> NA	<b>Estimated Time Needed:</b> NA
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**Summary of Issue:**  
Bids were opened on Monday, March 1, 2021, for Contract No. 20213 which includes the following project: SAP 001-639-003 - Seal Coat on County Highway 39. As shown on the attached abstract of bids, four bids were received, with Allied Blacktop Company, Maple Grove, MN submitting the low bid in the amount of \$168,985.16. With the cost of this contract estimated at \$285,322.90, the low bid is 40.8% below the estimated amount.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Approve award resolution.

**Financial Impact:**  
 Is there a cost associated with this request?  Yes  No  
 What is the total cost, with tax and shipping? \$ 168,985.16  
 Is this budgeted?  Yes  No *Please Explain:*

**Aitkin County  
Contract Bid Abstract**

**Project Name: CSAH 39 Seal Coating**  
**Project No.: SAP 001-639-003**

**Bid Opening: March 1, 2021 at 2:00 PM**  
**Contract No.: 20213**

Project: SAP 001-639-003 - CSAH 39 Seal Coating				Engineers Estimate		Allied Blacktop Company - Maple Grove, MN		Asphalt Surface Technologies Corp. - St. Cloud, MN		Asphalt Preservation Company Inc. - Detroit Lakes, MN		Fahrner Asphalt Sealers, LLC - Eau Claire, WI	
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
CSAH REGULAR													
1	2021.501 MOBILIZATION	LS	1	\$9,000.00	\$9,000.00	\$12,500.00	\$12,500.00	\$12,000.00	\$12,000.00	\$9,200.00	\$9,200.00	\$8,000.00	\$8,000.00
2	2355.506 BITUMINOUS MATERIAL FOR FOG SEAL	GAL	9657	\$3.50	\$33,799.50	\$1.50	\$14,485.50	\$1.78	\$17,189.46	\$0.96	\$9,270.72	\$3.42	\$33,026.94
3	2356.504 BITUMINOUS SEAL COAT	SY	87792	\$1.10	\$96,571.20	\$0.63	\$55,308.96	\$0.45	\$39,506.40	\$0.78	\$68,477.76	\$0.86	\$75,501.12
4	2356.506 BITUMINOUS MATERIAL FOR SEAL COAT	GAL	30727	\$3.00	\$92,181.00	\$1.39	\$42,710.53	\$2.25	\$69,135.75	\$1.96	\$60,224.92	\$2.44	\$74,973.88
5	2563.601 TRAFFIC CONTROL	LS	1	\$3,000.00	\$3,000.00	\$12,500.00	\$12,500.00	\$2,500.00	\$2,500.00	\$1,800.00	\$1,800.00	\$2,000.00	\$2,000.00
6	2580.503 INTERIM PAVEMENT MARKING	LF	72106	\$0.20	\$14,421.20	\$0.09	\$6,489.54	\$0.10	\$7,210.60	\$0.10	\$6,850.07	\$0.10	\$7,210.60
7	2582.503 6" SOLID LINE MULTI COMP	LF	87995	\$0.40	\$35,198.00	\$0.28	\$24,198.63	\$0.29	\$25,518.55	\$0.28	\$24,638.60	\$0.28	\$24,638.60
8	2582.503 6" BROKEN LINE MULTI COMP	LF	2880	\$0.40	\$1,152.00	\$0.28	\$792.00	\$0.29	\$835.20	\$0.28	\$806.40	\$0.28	\$806.40
Total CSAH REGULAR:					\$285,322.90		\$168,985.16		\$173,895.96		\$181,268.47		\$226,157.54
Total CSAH REGULAR:					\$285,322.90		\$168,985.16		\$173,895.96		\$181,268.47		\$226,157.54
Totals for Project SAP 001-639-003					\$285,322.90		\$168,985.16		\$173,895.96		\$181,268.47		\$226,157.54
% of Estimate for Project SAP 001-639-003							-40.77%		-39.05%		-36.47%		-20.74%
Totals for Contract 20213					\$285,322.90		\$168,985.16		\$173,895.96		\$181,268.47		\$226,157.54
% of Estimate for Contract 20213							-40.77%		-39.05%		-36.47%		-20.74%

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

Certified By: John Welle Digitally signed by John Welle  
Date: 2021.03.02 12:11:04 -0600 License No. 24340  
Date: 3-2-21

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

ADOPTED March 9, 2021

By Commissioner: xxxx

20210309-xxx

**Award Contract No. 20213**

**WHEREAS**, Contract No. 20213 is for construction of SAP 001-639-003, and

**WHEREAS**, sealed bids were opened for this project at 2:00 p.m. on Monday, March 1, 2021 with a total of four bids received, and

**WHEREAS**, Allied Blacktop Company - Maple Grove, MN - was the lowest responsible bidder in the amount of \$168,985.16.

**NOW THEREFORE, BE IT RESOLVED**, that Allied Blacktop Company be awarded Contract 20213.

**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 xxxx moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting

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 9<sup>th</sup> day of March, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9<sup>th</sup> day of March, 2021

\_\_\_\_\_  
Jessica Seibert  
County Administrator



# Board of County Commissioners Agenda Request

2AA  
Agenda Item #

**Requested Meeting Date:** 3-9-21

**Title of Item:** Award Contract No. 20214

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<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*
<i>*provide copy of hearing notice that was published</i>		

<b>Submitted by:</b> John Welle	<b>Department:</b> Highway Department
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<b>Presenter (Name and Title):</b> NA	<b>Estimated Time Needed:</b> NA
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**Summary of Issue:**  
Bids were opened on Monday, March 1, 2021, for Contract No. 20214 which includes the following project: CP 001-090-037 - Crack Sealing on various Aitkin County Highways. As shown on the attached abstract of bids, seven bids were received, with Northwest Asphalt Maintenance, Thief River Falls, MN submitting the low bid in the amount of \$93,637.50. With the cost of this contract estimated at \$121,075.00, the low bid is 22.7% below the estimated amount.

**Alternatives, Options, Effects on Others/Comments:**

**Recommended Action/Motion:**  
Approve award resolution.

**Financial Impact:**

Is there a cost associated with this request?  Yes  No

What is the total cost, with tax and shipping? \$ 93,637.50

Is this budgeted?  Yes  No *Please Explain:*

**Aitkin County  
Contract Bid Abstract**

**Project Name:** 2021 Crack Sealing  
**Project No.:** CP 001-090-037

**Bid Opening:** March 1, 2021 at 2:00 PM  
**Contract No.:** 20214

Line No.	Item	Units	Quantity	Engineers Estimate		Northwest Asphalt & Maintenance - Thief River Falls, MN		MP Asphalt Maintenance LLC - Buffalo, MN		Allied Blacktop Company - Maple Grove, MN		KAMCO Inc - Dassel, MN		Lot Pros Inc. - Fergus Falls, MN		Fahrner Asphalt Sealers, LLC - Eau Claire, WI		Asphalt Surface Technologies Corp. - St. Cloud, MN		
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
<b>CR 241</b>																				
1	2C21.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	
2	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	15.8	\$70.00	\$1,106.00	\$55.00	\$869.00	\$63.50	\$1,003.30	\$53.00	\$837.40	\$56.00	\$884.80	\$98.00	\$1,548.40	\$96.83	\$1,529.91	\$104.00	\$1,643.20	
3	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$250.00	\$400.00	\$400.00	
<b>Total CR 241:</b>					\$2,106.00		\$1,519.00		\$1,003.30		\$5,837.40		\$886.80		\$1,898.40		\$2,279.91		\$2,543.20	
<b>CR 66</b>																				
4	2C21.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	
5	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	57.6	\$70.00	\$4,032.00	\$55.00	\$3,168.00	\$63.50	\$3,657.60	\$53.00	\$3,052.80	\$99.00	\$5,702.40	\$98.00	\$5,644.80	\$96.83	\$5,577.41	\$104.00	\$5,990.40	
6	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$250.00	\$400.00	\$400.00	
<b>Total CR 66:</b>					\$5,032.00		\$3,818.00		\$3,657.60		\$8,052.80		\$5,704.40		\$5,994.80		\$6,327.41		\$6,890.40	
<b>CR 74</b>																				
7	2C21.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	
8	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	80.8	\$70.00	\$5,656.00	\$55.00	\$4,444.00	\$63.50	\$5,130.80	\$53.00	\$4,282.40	\$35.00	\$2,828.00	\$98.00	\$7,918.40	\$96.83	\$7,823.86	\$104.00	\$8,403.20	
9	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$250.00	\$400.00	\$400.00	
<b>Total CR 74:</b>					\$6,656.00		\$5,094.00		\$5,130.80		\$9,282.40		\$2,830.00		\$8,268.40		\$8,573.86		\$9,303.20	
<b>CR 82</b>																				
10	2C21.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	
11	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	54.4	\$70.00	\$3,808.00	\$55.00	\$2,992.00	\$63.50	\$3,454.40	\$53.00	\$2,883.20	\$145.00	\$7,888.00	\$120.00	\$6,528.00	\$96.83	\$5,267.55	\$104.00	\$5,657.60	
12	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$250.00	\$400.00	\$400.00	
<b>Total CR 82:</b>					\$4,808.00		\$3,642.00		\$3,454.40		\$7,883.20		\$7,890.00		\$6,878.00		\$6,017.55		\$6,557.60	
<b>CSAH 13</b>																				
13	2C21.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	
14	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	290.4	\$70.00	\$20,328.00	\$55.00	\$15,972.00	\$63.50	\$18,440.40	\$53.00	\$15,391.20	\$42.00	\$12,196.80	\$100.00	\$29,040.00	\$96.83	\$28,119.43	\$104.00	\$30,201.60	
15	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$250.00	\$400.00	\$400.00	
<b>Total CSAH 13:</b>					\$21,328.00		\$16,622.00		\$18,440.40		\$20,391.20		\$12,198.80		\$29,390.00		\$28,869.43		\$31,101.60	
<b>CSAH 22</b>																				
16	2C21.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	
17	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	242.9	\$70.00	\$17,003.00	\$55.00	\$13,359.50	\$63.50	\$15,424.15	\$53.00	\$12,873.70	\$93.00	\$22,589.70	\$80.00	\$19,432.00	\$96.83	\$23,520.01	\$104.00	\$25,261.60	
18	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$250.00	\$400.00	\$400.00	
<b>Total CSAH 22:</b>					\$18,003.00		\$14,009.50		\$15,424.15		\$17,873.70		\$22,591.70		\$19,782.00		\$24,270.01		\$26,161.60	
<b>CSAH 24</b>																				
19	2C21.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	\$500.00	\$500.00	
20	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	221.8	\$70.00	\$15,526.00	\$55.00	\$12,199.00	\$63.50	\$14,084.30	\$53.00	\$11,755.40	\$70.00	\$15,526.00	\$100.00	\$22,180.00	\$96.83	\$21,476.89	\$104.00	\$23,067.20	
21	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$250.00	\$400.00	\$400.00	
<b>Total CSAH 24:</b>					\$16,526.00		\$12,849.00		\$14,084.30		\$16,755.40		\$15,528.00		\$22,530.00		\$22,226.89		\$23,967.20	



Project: CP 001-090-037 - 2021 Crack Sealing		Engineers Estimate		Northwest Asphalt & Maintenance - Thief River Falls, MN		MP Asphalt Maintenance LLC - Buffalo, MN		Allied Blacktop Company - Maple Grove, MN		KAMCO Inc - Dassel, MN		Lot Pros Inc. - Fergus Falls, MN		Fahrner Asphalt Sealers, LLC - Eau Claire, WI		Asphalt Surface Technologies Corp. - St. Cloud, MN		
Line No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
CSAH 29																		
22	2021.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	
23	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	121.4	\$70.00	\$8,498.00	\$55.00	\$6,677.00	\$63.50	\$7,708.90	\$53.00	\$6,434.20	\$108.00	\$13,111.20	\$100.00	\$12,140.00	\$96.83	\$11,755.16	
24	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$400.00	
Total CSAH 29:					\$9,498.00		\$7,327.00		\$7,708.90		\$11,434.20		\$13,113.20		\$12,490.00		\$12,505.16	\$13,525.60
CSAH 3 (Crow Wing Co Line to CSAH 29)																		
25	2021.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	
26	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	303.1	\$70.00	\$21,217.00	\$55.00	\$16,670.50	\$63.50	\$19,246.85	\$53.00	\$16,064.30	\$136.00	\$41,221.60	\$100.00	\$30,310.00	\$96.83	\$29,349.17	
27	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$400.00	
Total CSAH 3 (Crow Wing Co Line to CSAH 29):					\$22,217.00		\$17,320.50		\$19,246.85		\$21,064.30		\$41,223.60		\$30,660.00		\$30,099.17	\$32,422.40
CSAH 33																		
28	2021.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	
29	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	15.3	\$70.00	\$1,071.00	\$55.00	\$841.50	\$63.50	\$971.55	\$53.00	\$810.90	\$158.00	\$2,417.40	\$98.00	\$1,499.40	\$96.83	\$1,481.50	
30	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$400.00	
Total CSAH 33:					\$2,071.00		\$1,491.50		\$971.55		\$5,810.90		\$2,419.40		\$1,849.40		\$2,231.50	\$2,491.20
CSAH 7																		
31	2021.501 MOBILIZATION	LS	1	\$500.00	\$500.00	\$450.00	\$450.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$100.00	\$100.00	\$500.00	\$500.00	
32	2331.619 SEAL BITUMINOUS PAVEMENT CRACKS	RDST	169	\$70.00	\$11,830.00	\$55.00	\$9,295.00	\$63.50	\$10,731.50	\$53.00	\$8,957.00	\$99.00	\$16,731.00	\$110.00	\$18,590.00	\$96.83	\$16,364.27	
33	2563.601 TRAFFIC CONTROL	LS	1	\$500.00	\$500.00	\$200.00	\$200.00	\$0.00	\$0.00	\$2,500.00	\$2,500.00	\$1.00	\$1.00	\$250.00	\$250.00	\$250.00	\$400.00	
Total CSAH 7:					\$12,830.00		\$9,945.00		\$10,731.50		\$13,957.00		\$16,733.00		\$18,940.00		\$17,114.27	\$18,476.00
Total CR 241:					\$2,106.00		\$1,519.00		\$1,003.30		\$5,837.40		\$886.80		\$1,898.40		\$2,279.91	\$2,543.20
Total CR 66:					\$5,032.00		\$3,818.00		\$3,657.60		\$8,052.80		\$5,704.40		\$5,994.80		\$6,327.41	\$6,890.40
Total CR 74:					\$6,656.00		\$5,094.00		\$5,130.80		\$9,282.40		\$2,830.00		\$8,268.40		\$8,573.86	\$9,303.20
Total CR 82:					\$4,808.00		\$3,642.00		\$3,454.40		\$7,883.20		\$7,890.00		\$6,878.00		\$6,017.55	\$6,557.60
Total CSAH 13:					\$21,328.00		\$16,622.00		\$18,440.40		\$20,391.20		\$12,198.80		\$29,390.00		\$28,869.43	\$31,101.60
Total CSAH 22:					\$18,003.00		\$14,009.50		\$15,424.15		\$17,873.70		\$22,591.70		\$19,782.00		\$24,270.01	\$26,161.60
Total CSAH 24:					\$16,526.00		\$12,849.00		\$14,084.30		\$16,755.40		\$15,528.00		\$22,530.00		\$22,226.89	\$23,967.20
Total CSAH 29:					\$9,498.00		\$7,327.00		\$7,708.90		\$11,434.20		\$13,113.20		\$12,490.00		\$12,505.16	\$13,525.60
Total CSAH 3 (Crow Wing Co Line to CSAH 29):					\$22,217.00		\$17,320.50		\$19,246.85		\$21,064.30		\$41,223.60		\$30,660.00		\$30,099.17	\$32,422.40
Total CSAH 33:					\$2,071.00		\$1,491.50		\$971.55		\$5,810.90		\$2,419.40		\$1,849.40		\$2,231.50	\$2,491.20
Total CSAH 7:					\$12,830.00		\$9,945.00		\$10,731.50		\$13,957.00		\$16,733.00		\$18,940.00		\$17,114.27	\$18,476.00
Totals for Project CP 001-090-037					\$121,075.00		\$93,637.50		\$99,853.75		\$138,342.50		\$141,118.90		\$158,681.00		\$160,515.16	\$173,440.00
% of Estimate for Project CP 001-090-037							-22.66%		-17.53%		14.26%		16.55%		31.06%		32.57%	43.25%
Totals for Contract 20214					\$121,075.00		\$93,637.50		\$99,853.75		\$138,342.50		\$141,118.90		\$158,681.00		\$160,515.16	\$173,440.00
% of Estimate for Contract 20214							-22.66%		-17.53%		14.26%		16.55%		31.06%		32.57%	43.25%

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

Certified By: John Welle Digitally signed by John Welle Date: 2021.03.21 14:13:40 -0500 License No. 24340

Date: 3-2-21

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

ADOPTED March 9, 2021

By Commissioner: xxxx

20210309-xxx

**Award Contract No. 20214**

**WHEREAS**, Contract No. 20214 is for construction of CP 001-090-037, and

**WHEREAS**, sealed bids were opened for this project at 2:00 p.m. on Monday, March 1, 2021 with a total of seven bids received, and

**WHEREAS**, Northwest Asphalt Maintenance - Thief River Falls, MN - was the lowest responsible bidder in the amount of \$93,637.50.

**NOW THEREFORE, BE IT RESOLVED**, that Northwest Asphalt Maintenance be awarded Contract 20214.

**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 xxxx moved for adoption of the resolution and it was declared adopted upon the following vote

FIVE MEMBERS PRESENT

All Members Voting

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 9<sup>th</sup> day of March, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9<sup>th</sup> day of March, 2021

\_\_\_\_\_  
Jessica Seibert  
County Administrator



# Board of County Commissioners Agenda Request

2BB  
Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Pavilion Grant Resolution

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" 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*
<b>Submitted by:</b> Dennis Thompson		<b>Department:</b> Land
<b>Presenter (Name and Title):</b> Dennis Thompson, Assistant Land Commissioner		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b>  Aitkin County seeks to build a 40' by 40' pavilion at the Aitkin Campground.  The state grant application requires support for the application from the local unit of government and if awarded, Aitkin County supports accepting the award. Aitkin County Land Department will provide \$70,000 match (\$40,000 cash and \$30,000 in-kind)		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve motion of support for grant application.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 140,000 (\$70,000 grant & \$70,000 match) Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i> Aitkin County Parks fund (21-520) and staff will meet the match. Will be budgeted in 2022 if awarded.		

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

## ***ITEM 1 - APPLICATION SUMMARY -2021 APPLICATION***

### **Applicant Information**

Name of applicant: **Aitkin County Land Department**

Name and title of contact: **Dennis Thompson, Assistant Land Commissioner**

Address: **502 Minnesota Avenue N.**

City: **Aitkin** State: **MN** Zip Code: **56431-1418**

Phone: **218-927-7364** Email: **dennis.thompson@co.aitkin.mn.us**

### **Park Information**

Park Name: **Aitkin Campground**

Park Address: **814 4th Avenue NW**

City: **Aitkin** Nine Digit Zip Code: **56431-1265**

County: **Aitkin**

Existing Park Acres: **5.58**

### **Project Information**

Project Type (Check all that apply to this project):

- Acquisition: Acres to be purchased: **Click to enter amount.**
- New Development/Construction
- Redevelopment/ Rehabilitation
- Replacement/ Demolition

**Description:** Provide a short description (less than 30 words) of your project proposal. Include only items that will be accomplished with this project. Do not include work to be accomplished in future phases.

**The Aitkin County Land Department is seeking grant funds to build a 40' by 40' open pavilion/picnic shelter at the Aitkin Campground. Structure will be on a new floating concrete slab. Pavilion will include overhead lights, lockable controls, and at least three 20-amp GFI receptacles.**

### **Financial Information**

The Applicant must provide a non-state match of, at least, 50% of the total cost. This match may consist of cash or the value of materials, labor and equipment usage by the applicant or donations or any combination of these. Applicants that provide, at least, 20% of the match from their own resources will receive additional consideration in the review criteria. The total cost shown below must equal the total costs shown in Item 4 – Cost Breakdown.

Total Project Cost:     **\$140,000.00**  
Grant Request:           **\$70,000.00**  
Match Amount:           **\$70,000.00**

**Match Description:** List all sources and amounts of the match. Identify if it is committed or pending. Projects that have the match committed will receive additional consideration in the review criteria.

**All of the match is committed**

**\$40,000 = cash from Aitkin County**

**\$30,000 = in-kind labor from Aitkin County Land Department staff**

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

ADOPTED March 9, 2021

By Commissioner: xxxx

20210309-xxx

Pavillion Grant Resolution

**BE IT RESOLVED** that Aitkin County act as legal sponsor for the project contained in the Outdoor Recreation grant application to be submitted on \_\_\_\_\_ and that Rich Courtemanche is hereby authorized to apply to the Department of Natural Resources for funding of this project on behalf of Aitkin County.

**BE IT FURTHER RESOLVED** that the applicant has read the Conflict of Interest Policy contained in the Outdoor Recreation Grant Program Manual and, upon discovery, certifies it will report to the state any actual, potential, or perceived individual or organizational conflicts of interest to the application or a grant award.

**BE IT FURTHER RESOLVED** that Aitkin County has the legal authority to apply for financial assistance, and it has the financial capability to meet the match requirement (if any) and ensure adequate construction, operation, maintenance and replacement of the proposed project for its design life.

**BE IT FURTHER RESOLVED** that Aitkin County has not incurred any development costs and has not entered into a written purchase agreement to acquire the property described in the Cost Breakdown section on this application.

**BE IT FURTHER RESOLVED** that Aitkin County has or will acquire fee title or permanent easement over the land described in the site plan included in the application.

**BE IT FURTHER RESOLVED** that, upon approval of its application by the State, Aitkin County may enter into an agreement with the State for the above-referenced project, and that Aitkin County certifies that it will comply with all applicable laws and regulations as stated in the grant agreement including dedicating the park property for uses consistent with the funding grant program into perpetuity.

**NOW, THEREFORE BE IT RESOLVED** that THE LAND COMMISSIONER is hereby authorized to execute such agreements as are necessary to implement the project on behalf of the applicant.

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

FIVE MEMBERS PRESENT

All Members Voting

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 9<sup>th</sup> day of March, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9<sup>th</sup> day of March, 2021

\_\_\_\_\_  
Jessica Seibert  
County Administrator



# Board of County Commissioners Agenda Request

3A

Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Aquatic Invasive Species Program Update

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
<b>Submitted by:</b> Steve Hughes		<b>Department:</b> Aitkin County SWCD
<b>Presenter (Name and Title):</b> Steve Hughes, District Manager		<b>Estimated Time Needed:</b> 15 minutes
<b>Summary of Issue:</b>  <p>Aitkin County began receiving Aquatic Invasive Species (AIS) annual funding in 2014. These funds are from the State of MN and are to be used to stop or slow the spread of AIS in surface waters of the county. An AIS Committee was formed in 2014 and the County Board delegated the administration of the AIS program to the Aitkin County Soil and Water Conservation District (SWCD). Most of the funds go back into the community through AIS Inspector wages and educational activities. The inspectors meet with boaters at many public accesses and inform the boaters on how to inspect and clean their watercraft to reduce the possibility of AIS spread.</p> <p>The Aitkin County Board, County Departments, and public support is very strong. The AIS program is running smoothly and boater compliance is extremely high. Aitkin County has implemented innovative ideas to better educate the public. These ideas are being used as models for other counties.</p> <p>A spreadsheet and charts will show how the funds were and are being spent to protect the county's lakes and the local lake based economy.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b> We are always open to new ideas.		
<b>Recommended Action/Motion:</b> Discussion and up-date item		
<b>Financial Impact:</b> 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 type="checkbox"/> No <i>Please Explain:</i>		

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



# Board of County Commissioners Agenda Request

4A  
Agenda Item #

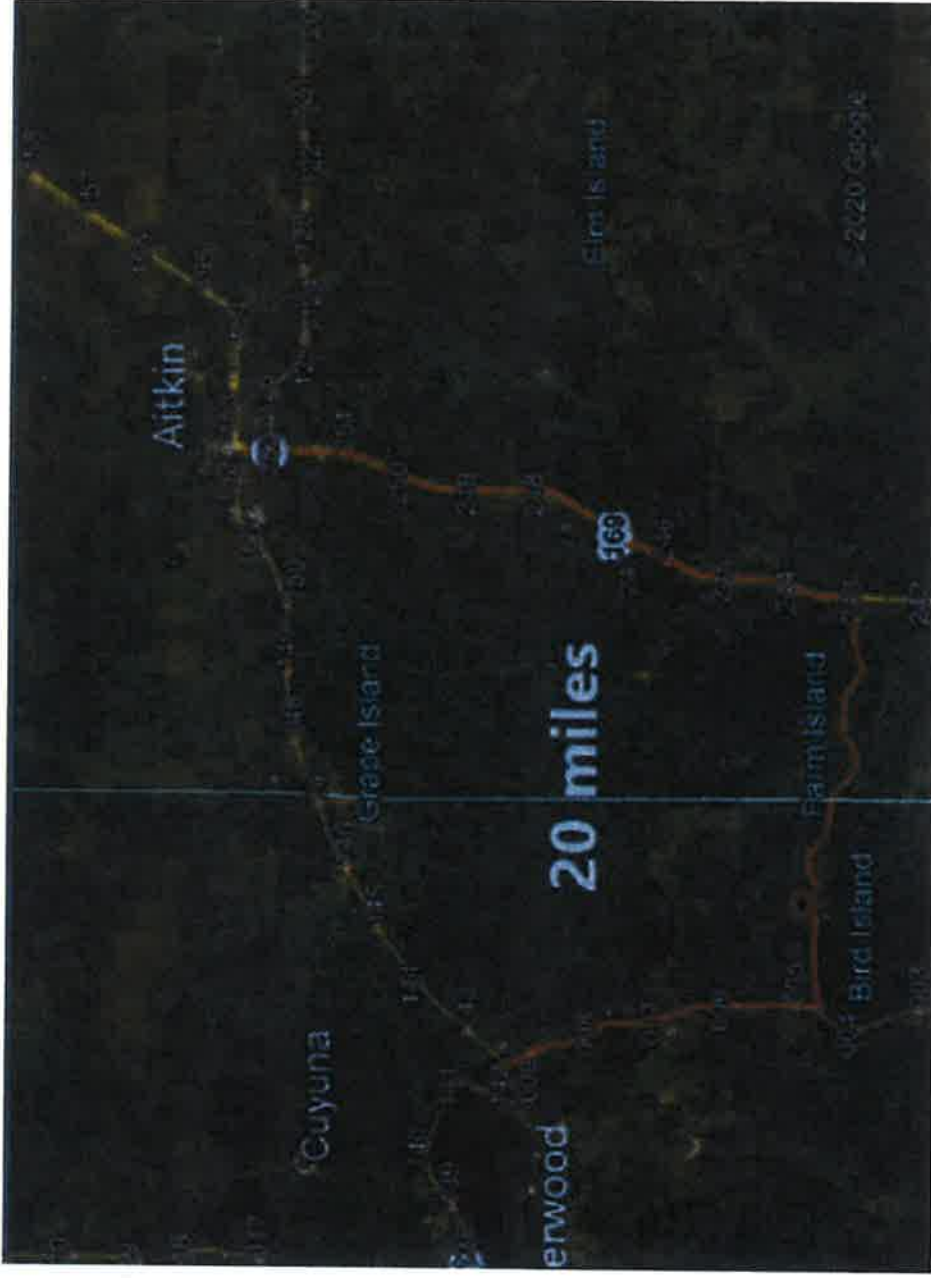
**Requested Meeting Date:** 3-9-21

**Title of Item:** Trunk Highway 210 Detour Agreement 1046078

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <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*
<b>Submitted by:</b> John Welle		<b>Department:</b> Highway Department
<b>Presenter (Name and Title):</b> John Welle, Aitkin County Engineer		<b>Estimated Time Needed:</b> 5 minutes
<b>Summary of Issue:</b> <p>MnDOT will be performing concrete pavement rehabilitation, bituminous surfacing, and drainage improvements on TH 210 between Deerwood and Aitkin during the 2021 construction season. Construction is expected to take up to 60 days and is scheduled to take place from July through October, 2021.</p> <p>Two separate detours will be part of this project as shown on the attached maps. The first detour will utilize 3.2 miles of Aitkin County Highway 11 in Hazelton Township as shown as Detour 1 on the attached map. This detour will be for westbound TH 210 traffic only and will be in place Monday through Friday from July through September.</p> <p>The second detour will utilize Aitkin County Highway 1 from TH 210 to Aitkin County Highway 15 (4th Street NW) and 6 miles of County Highway 15 as shown as Detour 2 on the attached map. This detour will be for both eastbound and westbound traffic and will take place for a five-day period in October.</p> <p>To allow MnDOT to pay the estimated \$3,226.51 for use of County Highway 1, 11, and 15 as part of these detours, they have provided the attached agreement and resolution.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve attached resolution.		
<b>Financial Impact:</b> 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 <span style="margin-left: 100px;">Please Explain:</span>		



# Detour 1



# Detour 2



**STATE OF MINNESOTA  
DEPARTMENT OF TRANSPORTATION  
And  
AITKIN COUNTY  
DETOUR AGREEMENT  
For Trunk Highway No. 210 Detour**

State Project Number (S.P.):	<u>1807-31</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>210 = 002</u>	<u>\$3,226.51</u>
State Project Number (S.P.):	<u>0118-22</u>	
Federal Project Number:	<u>NHPP 0210(313)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Aitkin County acting through its Board of Commissioners ("County").

**Recitals**

1. The State is about to perform Concrete Pavement Rehab, Bituminous Surfacing and Drainage Improvement construction upon, along, and adjacent to Trunk Highway No. 210 from 0.4 miles East of the South Jct. of Trunk Highway No. 6 to 0.1 miles West of 9<sup>th</sup> Avenue Northwest under State Project No. 1807-31 (T.H. 210 = 002); and
2. The State requires a detour to carry Westbound Trunk Highway No. 210 traffic on County State Aid Highway (C.S.A.H.) No. 11, County State Aid Highway No. 15 and County State Aid Highway No. 1 during the construction; and
3. The State is willing to reimburse the County for the road life consumed by the detour as hereinafter set forth; and
4. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

**Agreement**

**1. Term of Agreement; Incorporation of Exhibits**

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.

**2. Agreement Between the Parties**

**2.1. Detour.**

- A. **Location.** The State will establish the T.H. 210 detour route on the following County roads as detailed in the project plans or Special Provisions:

Westbound T.H. 210 – C.S.A.H. 11 for a total distance of 3.21 miles.

Pipe Detour – C.S.A.H. 15 and C.S.A.H. 1 for a total distance of 6.15 miles.

- B. **Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the States total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.
- C. **Axle Loads and Over-Dimension Loads.** The County will permit 10-ton axle loads on the detour route. Over-dimension loads will not be permitted except in cases of extreme emergency.
- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Detour Maintenance.** The State will perform any necessary bituminous patching and ordinary maintenance on the roadway or shoulder of the County roads used for the detour, at no cost or expense to the County. Bituminous patching is defined as any work, including continuous full width overlays, less than 100 feet in length. All State expenditures beyond those required for bituminous patching and ordinary maintenance will be credited against the road life consumed reimbursement due the County.
- F. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. **Basis of State Cost (Road Life Consumed).** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.

- A. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the county road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
- B. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".

**3. Payment**

3.1. **For Road Life Consumed.** \$3,226.51 is the State's estimated cost for the road life consumed by the detour based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
Westbound T.H. 210	0.00513	2,500 (WB)	3.21	55	\$2,264.25
Pipe Detour	0.00513	6100	6.15	5	\$962.26
Road Life Consumed Amount:					<u>\$3,226.51</u>

The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

**3.2. Maximum Obligation.** \$8,000.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

**3.3. Conditions of Payment.** The State will pay the County the State's total road life consumed payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.
- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

#### **4. Release of Road Restoration Obligations**

By accepting the State's road life consumed payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the county roads used as a T.H. 210 detour to as good of condition as they were before designation as temporary trunk highways.

#### **5. Authorized Representatives**

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

**5.1.** The State's Authorized Representative will be:

Name, Title: Scott Zeidler, Engineering Specialist Senior (or successor)  
Address: 7694 Industrial Park Road, Baxter, MN 56425  
Telephone: 218-828-5800  
E-Mail: scott.zeidler@state.mn.us

**5.2.** The County's Authorized Representative will be:

Name, Title: John Welle, Aitkin County Engineer (or successor)  
Address: 1211 Air Park Drive, Aitkin, MN 56431  
Telephone: 218-927-3741  
E-Mail: jwelle@co.aitkin.mn.us

#### **6. Assignment; Amendments; Waiver; Contract Complete**

**6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

**6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.

**6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.

**6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

**7. Liability**

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

**8. State Audits**

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

**9. Government Data Practices**

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

**10. Governing Law; Jurisdiction; Venue**

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

**11. Termination; Suspension**

**11.1. By Mutual Agreement.** This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

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

**11.3. Suspension.** In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

**12. Force Majeure**

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

**STATE ENCUMBRANCE VERIFICATION**

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

Signed: \_\_\_\_\_

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

SWIFT Purchase Order: 3000575578

**DEPARTMENT OF TRANSPORTATION**

Approved:

By: \_\_\_\_\_  
(District Engineer)

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

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_  
(With Delegated Authority)

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

**AITKIN COUNTY**

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

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

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

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

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

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

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

By Commissioner: xxxx

20210309-xxx

**Trunk Highway 210 Detour Agreement 1046078**

**BE IT RESOLVED**, that Aitkin County enter into MnDOT Agreement No. 1046078 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of Aitkin County State-Aid Highway No. 11, County State-Aid Highway No. 15, and County State-Aid Highway No. 1 as a detour route during the construction to be performed upon, along and adjacent to Trunk Highway No. 210 from 0.4 miles east of the south junction of Trunk Highway No. 6 to 0.1 mile west of 9<sup>th</sup> Avenue Northwest in the City of Aitkin under State Project No. 1807-31 (T.H. 210 = 002).

**BE IT FURTHER RESOLVED**, that the Aitkin County Engineer is hereby authorized to execute the Agreement and any amendments to the Agreement.

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

FIVE MEMBERS PRESENT

All Members Voting

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 9<sup>th</sup> day of March, 2021 and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 9<sup>th</sup> day of March, 2021

\_\_\_\_\_  
Jessica Seibert  
County Administrator





# Board of County Commissioners Agenda Request



**Requested Meeting Date:** March 9, 2021

**Title of Item:** Recycling Contract

- REGULAR AGENDA
- CONSENT AGENDA
- INFORMATION ONLY

**Action Requested:**

- Approve/Deny Motion
- Adopt Resolution (attach draft)

- Direction Requested
- Discussion Item
- Hold Public Hearing\*

*\*provide copy of hearing notice that was published*

**Submitted by:**

Terry Neff

**Department:**

Environmental Services

**Presenter (Name and Title):**

Jessica Seibert, County Administrator

**Estimated Time Needed:**

10

**Summary of Issue:**

On December 15, 2020, the Board approved of soliciting bids to operate the Aitkin County Recycling Center and recycling drop-off locations. We received one bid from Waste Management, Baxter, MN. On February 9, 2021, the Board accepted the Request for Proposal and authorized entering into a contract with Waste Management. Attached is the contract that has been reviewed and approved by Attorney Jim Ratz and myself. I recommend the County Board of Commissioners approve of the contract and authorize the Board Chairs signature on the document.

**Alternatives, Options, Effects on Others/Comments:**

Advertise for Request for Proposals and see if there is any other interested companies to bid on the recycling proposal. Or hire staff and purchase equipment to operate the facility and unattended drop-off locations.

**Recommended Action/Motion:**

Approve the contract and authorize the Board Chairs signature on the document.

**Financial Impact:**

Is there a cost associated with this request?

Yes

No

What is the total cost, with tax and shipping? \$ 150,000.00 (approximate)

Is this budgeted?

Yes

No

Please Explain:

**RECYCLING AGREEMENT**

THIS AGREEMENT ("Contract"), is made and entered into this March 9, 2021, by and between the County of Aitkin, a political subdivision of the State of Minnesota, hereinafter "County" and Waste Management of Minnesota, Inc. located at 7968 Industrial Park Rd, Baxter, MN 56425, hereinafter "Contractor".

For the purpose of this Contract, Waste Management of Minnesota, Inc. shall be deemed an Independent Contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor under this Contract, shall not be considered employees of the County. Any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or the Contractor shall in no way be the obligation or responsibility of the County.

**WITNESSETH:**

WHEREAS, County has determined that reduction of the County's solid waste stream through county-wide recycling is in the public interest; and

WHEREAS, County has requested proposals from qualified companies interested in performing county-wide recycling services for the County; and

WHEREAS, the proposal of the Contractor has been received and determined by the County to be the most responsive proposal received at the best services value for the estimated costs; and

WHEREAS, representatives of the County and the Contractor have met to negotiate the detailed terms of this Contract contained herein;

NOW, THEREFORE, in consideration of the mutual promises and agreements herein set forth, the parties agree as follows:

1. **DEFINITIONS:** The terms used within this Contract shall be defined according to the definitions contained in Attachment A: "Program Definitions" (incorporated herein to this Contract).
2. **CONTRACTOR'S OBLIGATIONS:**
  - A. **Receipt of materials at County Recycling Facility.** Contractor shall provide the installation, routine maintenance and servicing of equipment for the drop-off system for receiving Recyclable Materials at County's Recycling Facility.
    1. **Collection at Drop-Off Recyclable Materials** This collection service element pertains only to Recyclable Materials deposited by residents at Designated Drop-Off Centers as listed in Attachment B. This collection element does not pertain to the collection of materials from residents via "curbside collection" programs

(pick-up on a house-to-house, or business-to-business basis) that may be offered by Haulers as services to their customers.

The County reserves the exclusive right to designate and establish new or alternative Designated Drop-Off Centers to be serviced by the Contractor within Aitkin County. The Contractor shall commence servicing alternative Designated Drop-Off Centers within thirty (30) days after written notice of said designation. In the event the County establishes a new Designated Drop-Off Center (s), any additional compensation to be paid by County to the Contractor for servicing said site or sites shall be negotiated and agreed upon before the Contractor shall be obligated to service the same.

2. Provide and Maintain Containers The Contractor shall provide and install Containers with adequate capacity and dimensions to serve the recycling program needs.
3. Servicing Containers The Contractor shall provide adequate servicing of the Containers. Containers shall be promptly removed and replaced by empty containers unless otherwise described herein for on call Containers.
4. Drop-Off Center Clean-Up The Contractor shall clean up Recyclable Materials deposited by residents at the designated drop-off site. No material, debris, litter or other form of Nonrecyclables resulting from the Recycling Program shall be left at the site by residents. The Contractor is not responsible for the removal of Hazardous Waste. In the event, Nonrecyclables are left at the site, Contractor shall have the right to pass through the costs for handling including but not limited to disposal fees, transportation the Nonrecyclables.

The Contractor's employees shall handle all Containers with reasonable care to avoid damage, shall replace all Containers in an upright position, and shall immediately clean up and dispose of any contents thereof that may be spilled during Contractor's collection process.
5. Frequency of Collection from Unattended Drop-Off Sites The Contractor shall remove Containers on an "on-call" basis from Unattended Drop-Off Centers.
6. One-Day Notice for Collection of Unattended Drop-Off Center Containers The County will require the Site Host to monitor the unattended Container(s) to determine when it needs servicing. The Site Host shall contact the Contractor to request servicing of Container(s). The Contractor shall have one business day from its receipt of said notice to provide collection of the Container and replacement with an empty Container. Contractor is not responsible for the actions of any site host including a site host's failure to contact the Contractor to request service.
7. Use of the County Recycling Facility The Contractor may use the County's Recycling Facility for receipt and transfer of the Recyclable Materials for delivery to a Material Processing Facility. Contractor shall have the right to use the County Recycling Facility as a transfer station for Recyclable Materials and/or solid waste.

8. Weights in Containers May be Estimated Amounts of Recyclable Materials collected in Containers may be estimated, rather than weighing each Container, using standard industry practices. The methodology for such estimates shall be noted within monthly collection reports.
9. Collection Records The Contractor shall maintain a log of all collection operations by Designated Drop-Off Center. Site-by-site data to be collected shall include, but are not limited to: if applicable, date and time of collection; gross, tare and net weight of Recyclable Materials collected; and notes about overall cleanliness of the site (e.g., illegal dumping, etc.).
10. Monthly and Annual Collection Reports The Contractor shall provide a monthly report to the County including a summary of collection data, in a format mutually agreed to by the parties. Monthly reports shall be due by the 15<sup>th</sup> of each month for data covering the previous month. Monthly collection reports shall provide site-by-site and total data including, but not limited to: frequency of collection; net weight of recyclables; net weight of MSW if an Attended Drop-Off Site; generalizations about levels of contamination in the recycling containers; and generalizations about the overall cleanliness of the site.

Monthly and annual collection reports shall provide, at a minimum, data about the source and type of tons received by the Contractor at the County Recycling Facility, including, but not limited to: Aitkin County Drop-Off Center recyclables collected pursuant to the collection requirements of this Contract; Aitkin County residential recyclables curbside; and Aitkin County non-residential recyclables.

Annual reports shall provide sum totals for each year of data contained in the monthly reports, in a format specified by the County. Annual reports shall be due by February 15 of each year for data covering the previous year.

**B. Public Relations / Public Education**

1. Brochure The Contractor shall publish a recycling public education brochure that itemizes the list of acceptable and nonrecyclable as specified by the County. The brochure shall also have Recyclables preparation instructions for residents. The Contractor shall provide the County with a draft of the brochure for approval prior to final printing and dissemination.
2. Phone Answering System The Contractor shall implement and maintain a phone answering system that provides answers to residents questions about the County's recycling programs and provides a direct means of communicating service complaints.

The office or answering service shall be in service with continuous supervision during the hours of 8:00 a.m. to 5:00 p.m. Monday through Friday and 8:00 a.m. to 12:00 p.m. Saturday. Address and telephone number of such office or answering service and any changes therein shall be the address and telephone number of the Contractor.

- 3. Relations with Site Hosts The Contractor may assist the County in maintaining and improving good relations with Site Hosts. The Contractor will be encouraged to provide other services or amenities to increase the incentives for hosts of Unattended Drop-Off Centers to improve site monitoring, however, Contractor shall not be obligated to provide other services or amenities.
- 4. Instructional Signs at Drop-Off Centers To the extent allowed by the Site Host, the Contractor shall provide and install signs at each designated drop-off site that itemizes the type of Recyclable Materials acceptable and unacceptable for each commodity. The Contractor shall provide the County with a draft design and mock-up (including actual text) of the signs for County approval before final production and installation. Notwithstanding the foregoing, Contractor is not responsible for supervising or manning the Designated Drop Off Centers.

**C. Receipt/Transfer of Recyclable Materials**

- 1. Operation of County Recycling Facility The Contractor shall operate and maintain the County's Recycling Facility. The County owns the land and building only. Routine operations and maintenance shall be the responsibility of the Contractor. Routine operations and maintenance shall include, but not be limited to: operation / payment of all utilities, routine site / building clean-up, litter control, snow plowing, minor repairs, etc. Capital improvements including major repairs or replacement of building and/or building fixtures such as heating system, driving surfaces, shall be the responsibility of the County. Payment of taxes relating to real estate and personal property owned by County is the responsibility of County. The Contractor shall acquire, install and maintain its own equipment for receiving and transferring Recyclable Materials at its own expense.

The County Recycling Facility shall be open to the public for depositing materials during the following hours:

Monday through Friday:	7:30 a.m. to 4:00 p.m.
Saturday:	8:00 a.m. to 12:00 p.m.
Sunday:	Closed
Holidays:	Closed

These are the minimum hours that the County's Recycling Facility shall be open to the public for purposes of depositing materials at the County's Recycling Facility. These hours may not reflect the actual hours for receipt and/or transfer of Recyclable Materials at the County's Recycling Facility.

The Contractor shall specify the annual holiday schedule where the County Recycling Facility will be closed to the public. This holiday

schedule should be included in the annual brochure published by the Contractor (see Subsection 2.B.1).

2. Receipt or Transfer of Materials from Designated Drop-Off Centers The Contractor shall specify in writing the intended plan of operations for the County's Recycling Facility including, but not limited to: safety, storage (both inside and outside the building), and other materials handling (e.g., forklift, bobcat, etc.). The basic components of the County's Recycling Facility operating plan may not be changed without prior written approval by the County.
3. Operation of County Recycling Facility. The Contractor shall only be responsible for providing the equipment, equipment installation, and operation of the equipment for receiving and transfer of Recyclable Materials at the County's Recycling Facility and is not responsible for the building or building's fixtures.
4. Material Handling Data The Contractor shall maintain ongoing records on the amounts in tons of Recyclable Materials received and transferred including Nonrecyclables or contamination.
5. Monthly and Annual Reports The Contractor shall summarize material handling data in monthly and annual reports to the County. Monthly reports shall be due by the 15<sup>th</sup> of each month for data covering the previous month.

Monthly and annual material handling data reports shall provide, at a minimum, data about the source and type of tons received at and/or transferred from County's Recycling Facility, designated drop-off recyclables collected pursuant to the collection requirements of this Contract.

Identities of end-markets may be kept confidential by the Contractor. Annual reports shall provide sum totals for each year of data contained in the monthly reports. Annual reports shall be due by February 15 of each year for data covering the previous year.

### 3. TERM / TERMINATION OF THE CONTRACT

- A. Five Year Term The initial term of this recycling services Contract shall be for five years, with five, one-year extension options. The initial Contract term shall begin March 15, 2021 and expire March 14, 2026. Thereafter, this Contract may be extended or renewed upon mutual agreement of the parties in writing.
- B. County's One-Year Extension Options The Contractor may request a one-year contract extension if written notice of such request is received by the County by twelve (12) months prior to current expiration date. Granting requests for contract extensions shall be at the sole discretion of the County and shall not be appealed. Contract extensions will provide for the same service levels and pricing as per this Contract (with any escalators applied as per Section 5.H).

- C. **County Retains Right to Extend and Postpone Contract Termination Date**  
The County shall retain the rights to extend the Contract at any time and to postpone the initial Contract termination date, subject to a written amendment executed by the Contractor and County.
- D. **Termination of Contract Due to Contractor Default** The County may, after giving Contractor and the surety seven days written notice and to the extent permitted by laws and regulations, terminate the Contract due to Contractor default. Default can include one or more of the following actions by the Contractor:
1. **Failure to Perform** the required work as specified in this Contract, and fails to correct the deficiency within 30 days after receiving written notice from the County. In addition to other services, if the Contractor repeatedly fails to perform the services itemized in Section 4.K "Liquidated Damages", the Contractor may be deemed to be in default of this Contract.
  2. **Violation of Any Law or Regulation** of any municipal, county, state or federal laws, rules, regulations, ordinances and specifications.
  3. **Filing for Bankruptcy or Insolvency** If Contractor commences a voluntary case under any chapter of the Bankruptcy Code (Title II, United States Code), as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;  
  
If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under other federal or state law in effect at the time relating to bankruptcy or insolvency.
  4. **Assignment of this Contract** without the prior written approval of the County.
- E. **Contractor Termination of the Contract Services** Contractor may stop service or terminate the Contract if, through no act or fault of the Contractor, the County Recycling Program is suspended for a period of more than ninety days by the County or the County fails to perform any other obligations under the Contract. Contractor may, upon seven day's written notice to the County, terminate the Contract and recover from the County payment for completed services.
- F. **Program Re-Evaluation** The design and performance of the program shall be re-evaluated at the one-year and two-year anniversary dates of the Contract. If program changes are recommended by the County or Contractor that affect service costs, this will be considered a triggering event for renegotiation.

#### 4. **LEGAL AND INSURANCE REQUIREMENTS**

- A. **Ownership and Responsibility of Material** Upon collection from the Designated Drop-Off Centers, all Recyclable Materials in and immediately around the containers becomes the property and responsibility of the Contractor.

Any other nonhazardous waste materials resulting from illegal dumping at any Unattended Drop-Off Center may be handled by Contractor in its sole discretion. Contractor reserves the right to increase rates charged the County and/or assess contamination charge in the event such nonhazardous waste material becomes excessive.

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

Compliance by the Contractor with the foregoing requirements to carry insurance and furnish certificates thereof shall not relieve the Contractor from liability assumed under any provisions of this Contract.

- C. Independent Contractor** The Contractor shall be deemed an independent Contractor, and not an employee of the County. Any and all employees, members or associates of the Contractor or other persons, while engaged in the work or services required to be performed by the Contractor, per this Contract shall not be considered employees of the County. Any and all claims that may or might arise on behalf of said employees or other persons as a consequence of any act or omission on the part of said employees or the Contractor shall in no way be the obligation or responsibility of the County.
- D. Contractor Performance Bond** The Contractor will be required to furnish financial assurance to compensate the County for losses that may be incurred in the event Contractor fails to faithfully perform Contractor's obligations under this Contract. Said financial assurance shall be \$175,000.00 and shall take the form of a corporate surety bond, or in lieu thereof, an irrevocable letter of credit. Said financial assurance shall stay in effect throughout the contract period.
- E. Worker's Compensation Insurance** The Contractor shall provide and maintain worker's compensation insurance as required by law.
- F. Insurance** Contractor shall provide and maintain at all times while this Contract is in effect Comprehensive General Liability Insurance insuring against liability imposed by law for bodily injury or death, in the minimum sum of \$1,500,000 any one person and in the minimum sum of \$1,500,000 for two or more persons for the same occurrence, and for damage of property in the minimum sum of \$500,000. The County of Aitkin shall be named as an additional insured on said policy for incidents arising out of the Contractor's negligent performance of this Contract, which shall provide that the coverage may not be terminated or changed by the insurer except upon thirty days (ten days for nonpayment) written notice to the County Auditor. All endorsements shall apply to both bodily injury or death and property damage coverages. The Contractor is also required to provide no fault motor vehicle insurance under the Auto Liability Insurance with regard to all



motor vehicles used in carrying out the terms of this Contract, in the same amounts specified.

- G. Auditing** The Contractor shall allow the County to examine Contractor's books, records, documents, and accounting procedures and practices relevant to the operation of the County's Recycling Facility and/or records pertaining to the transfer of materials to a Materials Recovery Facility.

The Contractor shall also allow the Legislative Auditor or the State Auditor as appropriate to examine Contractor's books, records, documents, and accounting procedures and practices relevant to this Contract.

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

- I. Assignment and Subcontracting** Neither the County nor the Contractor shall assign the Contract, or any part thereof, nor shall either the County or the Contractor sub-contract this Contract or any part thereof without the prior written approval of the other party.

The Contractor may not assign any parts of this Contract via sale, merger or acquisition of the Contractor's company without the prior written approval of the County. The County, at its sole discretion, may elect to fully enforce the provisions of the Contract, rebid or renegotiate the Contract if the Contractor sells, merges or is acquired. The County shall specify its decision and schedule for how to continue the recycling services as specified in this Contract within its written response to the Contractor.

- J. Compliance with All Laws, Rules, Regulations and Licensing Requirements** The Contractor and the County shall comply with all applicable municipal, county, state and federal laws, regulations, ordinances and specifications provided to Contractor in writing. The Contractor shall be licensed by Aitkin County as a solid waste hauler and shall pay the required annual County license fees. The County is responsible for maintaining permit for the County Recycling Facility. The Contractor shall obtain all other municipal and county licenses applicable to collect, handle, store, transfer, remove, transport or dispose of nonhazardous solid waste or Recyclables within Aitkin County.

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

1. Failure to service and collect drop-off containers within the one business day limit as specified in Section 2.A.3 ("Servicing Containers") and Section 2.A.6 ("One-Day Notice for Collection of Unattended Containers") - \$100 per incident. Contractor shall not be responsible for Site Host or the County's failure to notify Contractor.

2. Failure to provide monthly and annual reports as specified within Sections 2.A.10 and 2.C.5 - \$200 per incident.
3. Failure to respond to legitimate service complaints in a reasonable, professional and timely manner - \$50 per incident.

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

- L. **Dispute Resolution Process** The County and the Contractor agree to first use the following process to resolve disputes about issues related to the performance of this Contract. If an issue arises requiring resolution, either party shall initiate this dispute resolution process by notifying the other party and scheduling a meeting. The meeting shall serve as a fact-finding opportunity to identify the issue, clarify the problem, review this Contract provisions relating to the issue, discuss alternative remedies, and agree upon a means of dispute resolution. The parties shall make a good faith effort to complete the agreed-upon tasks within 30 days of the initial dispute resolution meeting, or specify an alternative schedule and deadline for resolving the issue. This dispute resolution process shall be considered as one alternative to the County declaring the Contractor in default as per Section 3.D of this Contract. Nothing in this Contract section, Dispute Resolution Process, shall be construed or implied to reduce, eliminate or otherwise affect the rights of the County to use any and all other means of legal remedies.
- M. **Contact Persons for Legal Notices** The Contractor identifies Steve Boe, who shall be designated to receive all notices and communications on behalf of the contracting parties with regard to the Contract. Written notice required to be provided to the County pursuant to this Contract shall be provided to the County Solid Waste Administrator, Department of Environmental Services, Aitkin County Courthouse, Aitkin, MN 56431. Written notice required to be provided to the Contractor pursuant to this Contract shall be provided to the Waste Management District Manager, 7968 Industrial Park Rd S, Baxter, MN 54625.
- N. **Performance** Contractor shall see that all work done pursuant to this Contract is accomplished with work forces and equipment which are adequate to insure the satisfactory collection and disposal of said materials at all times. Failure to perform may be excused only by an event of Force Majeure as defined in section T.
- O. **Conflict of Interest** Neither the Contractor nor its employees either presently have, nor shall acquire interest, direct or indirect, in the Contract in any manner forbidden by law. No County official, or deputy or clerk or employee of such official, shall be directly or indirectly interested in this Contract.
- P. **Severability** This Contract is subject to the laws of the United States of America, the State of Minnesota and Ordinances of the County of Aitkin. In the event that any provision of this Contract shall be held to be contrary to law or Ordinance by a court of competent jurisdiction from whose final judgment or decree no appeal

has been taken within the time provided, such provision or provisions shall be voided. All other terms and conditions of the Contract shall continue in full force and effect. The voided provision or provisions may be renegotiated at the written request of either party to this Contract.

- Q. Governing Law** This Contract shall be deemed to be a contract made in the State of Minnesota and shall be interpreted and construed in all respects in accordance with the laws of the State of Minnesota applicable to contracts wholly to be performed therein.
- R. Modification** Any alterations, variations, modification or waivers of the provisions of this Contract shall only be valid when they have been reduced to writing, signed by the authorized representatives of the County and Contractor and attached to this Contract.
- S. Integration** The Parties agree that the entire Contract between the Parties is contained herein and that this Contract, including any and all exhibits attached hereto, supersede all oral Agreements and negotiations between the Parties relating to the subject matter hereof, as well as any previous agreements between the Contractor and the County or either of them relating to the subject matter hereof.
- T. Force Majeure** Contractor's performance of the Service may be suspended and its obligations hereunder excused during the pendency of a cause or causes beyond its reasonable control, such as by way of example and not limitation: acts of war, public enemy, civil disturbance, riot or disorder; epidemic or pandemic; acts of God such as landslide, lightning, earthquake, fire, storm, the impending approach of a storm, or flood; explosion; restraining orders, interference by civil or military authorities, strike, statute, ordinance, government order or ruling; or other similar causes. In the event of an occurrence of a *force majeure* event, Contractor shall notify the County immediately, in writing, describing the particulars of the circumstances preventing performance of the Service and its expected duration. Notice shall be provided after the effect of such occurrence has ceased.

## 5. PAYMENTS AND RECORDS

- A. Monthly Invoices** The Contractor shall submit monthly invoice statements for payment for services rendered to the County for payment by County said invoice statements to be submitted to the Aitkin County Department of Environmental Services.
- B. Service Components** Monthly invoices shall specify the following level of services:
- 1. Collection for Unattended Drop-Off Centers** The Contractor shall be paid on a per call dump or weekly/monthly dump schedule for the 8 yard dumpsters, and a per haul charge for the 20 yard containers as set forth in Attachment D.

- C. **Payment for Services** The County shall pay the Contractor for services rendered as invoiced within 30 days from the date of invoice
- D. **Compensation / Prices for Contract Services** The County and the Contractor agree that the pricing in Attachment D shall be paid by the County:
- E. **Data Practices** The County shall designate a management official as the responsible authority for the County.
- F. **County Record of Complaints** Complaints on service received by the County will be recorded in writing listing time, date, and name along with the address and telephone number of the person making the complaint on forms furnished by the County. A written copy of the complaint listing the nature of complaint shall be submitted to the Contractor. Monthly reports to the County by the Contractor shall identify the complaint and follow-up action taken.
- G. **Annual Adjustments** The fees established in Attachment D shall be annually adjusted on March 15<sup>th</sup> by the change in the Water, Sewer, and Trash (WST) Consumer Price Index published by the U.S. Department of Labor, Bureau of Labor Statistics (CPI-U; U.S. City Average – Urban Index, Water and sewer and trash collection services; December 1997=100). In addition, the charges shall be adjusted to reflect any applicable new or increases in federal, state, county, or local taxes or fees.
- H. **Transition Period Clean-Ups** The Contractor may perform clean-ups of sites closed or transitioned from permanent, unattended Drop-Off Centers to scheduled pick-up, attended sites. Costs of such clean-up will be estimated by the Contractor based on the volume and frequency of material to be collected and removed. The Contractor shall provide such estimates immediately upon request of the County. The County shall retain the right to contract with other haulers for the clean-up services at its sole expense.

In Witness whereof, the Parties hereto set their hands.

By the duly elected or appointed representatives of **AITKIN COUNTY**:

_____	<u>3/9/2021</u>
BOARD OF COMMISSIONERS, CHAIRPERSON	Date

_____	<u>3/9/2021</u>
COUNTY ADMINISTRATOR	Date

_____	<u>3/9/2021</u>
DIRECTOR OF ENVIRONMENTAL SERVICES DEPARTMENT	Date

_____	<u>3/9/2021</u>
AITKIN COUNTY ATTORNEY	Date

By the duly appointed representatives of the **CONTRACTOR**.

The Contractor acknowledges by his/her signature on this document that the Contractor has received a copy of this Contract and is in full agreement with the terms as imposed upon the Contractor by this Contract and that the Contractor will comply with those terms and conditions.

_____	_____
Waste Management of Minnesota, Inc.	Date

**Attachment A**  
**PROGRAM DEFINITIONS**

1. **“Containers”** means covered roll-off boxes, dumpsters or other suitable types of container systems (e.g., front load dumpsters) for collection of single stream Recyclable Materials and must provide adequate covering to prevent littering and precipitation from getting into the materials; adequate capacity; and ease of access by residents to deposit recyclable materials (e.g., unloading height not too high).
2. **“Contamination”** or **“Contaminants”** means nonrecyclable materials deposited in the containers that are not acceptable as Recyclable Materials as defined in the Contract. Contractor shall have the right to initiate and impose a contamination charge in the event Contaminants reach an unacceptable level, in the sole discretion of Contractor.
3. **“Contractor”** means the County’s contracted recycling service vendor as per this Contract.
4. **“County Recycling Facility”** means the Aitkin County Recycling Facility located at 36488 400<sup>th</sup> Ave, Aitkin, Minnesota.
5. **“Designated Drop-Off Center”** means a specified facility for storage of recyclable materials. These facilities may be attended or unattended and will be located at site locations and schedules as specified by the County.  
  
Attachment B is the current list of designated drop-off centers, including description of specific site locations and schedules of operations.
6. **“Site Host”** means the site sponsor, agency or business. The container may be on or near host’s property. If the site is an Unattended Drop-Off Center, the site host will designate a contact person responsible for monitoring the recycling container as it fills up.
7. **“Haulers”** means solid waste management and / or recycling firms that provide collection services to residents and businesses in or near the Aitkin County region.
8. **“Materials Recovery Facility”** is a general term and means a recycling facility that sorts, processes and markets Recyclable Materials.
9. **“Recyclables Collection”** means taking up of all Recyclable Materials accumulated in Containers at Designated Drop-Off Centers and the transporting of the Recyclable Materials to a Materials Recovery Facility where they can be processed and / or transferred for marketing.
10. **“Recyclable Materials”** means those “minimum list of materials” identified by the County in Attachment C.
11. **“Recycle/Recycling”** means the process of collecting, processing and preparing recyclable materials and reusing them in manufacturing processes that do not cause the destruction of recyclable materials in a manner that precludes further use.
12. **“Unattended Drop-Off Centers”** are Designated Drop-Off Centers that do not have staff present whereby residents are asked to unload their own recyclables without supervision.

Unattended Drop-Off Centers, in general, are open 24-hours per day, seven days per week, as specified by the County in Attachment B.

13. "Hazardous Waste" is any hazardous waste as defined in the Aitkin County Solid Waste Ordinance, state and/or federal laws.

ATTACHMENT B - LIST OF DESIGNATED DROP-OFF CENTERS

Site No.	City/Location	Establishment (As Host for Site)	Service Type/Materials <sup>(b)</sup>	Minimum Frequency of Service <sup>(c)</sup>
1.	Aitkin/County Courthouse	Aitkin County	Unattended/Cardboard only	On Call
2.	Aitkin/County Recycling Center	County/Contractor	Attended service	Empty as needed (On-site)
3.	Aitkin/High School	High School	Attended service (For school use only)	On Call
4.	Aitkin/Rippleside Elem School	Elementary School	Attended service (For school use only)	On Call
5.	Hill City	<i>Sonny's Citgo</i> (Hwys 200 & 169)	Unattended service	1 <sup>st</sup> and 3 <sup>rd</sup> Monday thru Thursday <sup>(c)</sup>
6.	Hill City School	School	Unattended/Cardboard only (For school use only)	On Call
7.	Long Lake Conservation Center	Conservation Center	Unattended service	On Call
8.	Malmo	<i>Malmo Cenex</i>	Unattended service	2 <sup>nd</sup> and 4 <sup>th</sup> Monday thru Thursday <sup>(c)</sup>
9.	McGrath	1865 Café	Attended service	2 <sup>nd</sup> Wednesday of the Month 10:00am – 12:00pm
10.	McGregor School	School	Unattended service (For school use only)	On Call
11.	Savanna State Park	MN Dept of Natural Resources	Unattended service (For park guests only)	On Call (Seasonal)
12.	Sandy Lake Recreational Area	Army Corps	Unattended service (For park guests only)	On Call

Notes:

(b) "Service" means collection of all Single Stream Specifications set forth in Attachment C

(c) These Unattended Drop-Off Centers will have the Container dropped off by 11:00am on Monday and removed after 1:00pm on Thursday.



<u>Attachment C</u> <b>LIST OF DESIGNATED RECYCLABLE MATERIALS</b>		
<b>Acceptable</b>	<b>Items NOT recyclable ("Nonrecyclables")</b>	<b>Resident Preparation Instructions</b>
<b>Glass</b> Glass food and beverages containers – brown, clear, or green	Ceramic dishes, Dirty bottles, Bottles with caps Dinner Plates. Ovenware Clay pots Drinking glasses, crystal, broken glass Windowpanes, mirrors Light bulbs	No need to separate by color Remove lids Rinse to remove residue Do not break glass
<b>Plastic No. 1, 2 and 5</b> Plastic bottles with screw top only: Milk, pop, beverage containers, Laundry Soap, cool whip and butter tubs	Plastic Bags, Any type of plastic film Pails, tubs, plates, plastic cups, bowls, caps, lids, Ketchup cups Plastic utensils, dirty bottles, rubber products, Styrofoam cups and packing materials, polyvinyl sheeting, heat shrink wrap	Rinse to remove residue Do not try to recycle more than these types of bottles Throw away all other non-plastic
<b>Cans: Aluminum and Tin</b> Steel/tin cans Aluminum cans (emptied) Aluminum pie and meat tins	Wire strapping, dirty cans, aluminum foil, cardboard cans, appliances, power tools or batteries, metalized-look plastics, screw-on lids	Rinse to remove residue No need to remove labels

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

Material from the County may not contain Nonrecyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances or other materials that are deleterious or capable of causing material damage to any part of Waste Management's property, its personnel or the public or materially impair the strength or the durability of Waste Management's structures or equipment.

The County shall pay Waste Management for a contamination fee with respect to any non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Waste Management's operating or profit margin. Without limiting the foregoing. Additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc. To the extent allowed by law, Waste Management reserves the right upon notice to discontinue acceptance of any category of Recyclables set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials. Collected Recyclables for which no commercially reasonable market exists may be landfilled at County's Cost.

**Drop-Off Center Collection Details Attachment D**

Pricing for the 8-yards is a per dump or scheduled monthly basis with transport and processing included in the cost. Pricing for the 20-yard roll offs are per haul, plus the transport and processing cost per ton.

Center No.	City/Location	Establishment (As Host for Site)	Service Type/Materials <sup>(b)</sup>	Container Counts and Service Frequency
1.	Aitkin/County Courthouse	Aitkin County	Unattended/Single Stream	1-8 Yard On Call \$62.50/Dump ~or~ Could schedule to weekly service with each 8 Yard costing \$218.00/month.
2.	Aitkin/County Recycling Center	County/Contractor	Attended/Single Stream	10-8 Yard Weekly Service \$2,180.00/Month (\$218.00/active dumpster/month on once per week service)
3.	Aitkin/High School	High School	Attended/ Single Stream (For school use only)	1-8 Yard On Call \$62.50/Dump ~or~ Could schedule to weekly service with each 8 Yard costing \$218.00/month.
4.	Aitkin/Rippleside Elem School	Elementary School	Attended/ Single Stream (For school use only)	1-8 Yard On Call \$62.50/Dump ~or~ Could schedule to weekly service with each 8 Yard costing \$218.00/month.
5.	Hill City	<i>Sunny's Citgo</i> (Hwys 200 & 169)	Unattended/ Single Stream	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
6.	Hill City School	School	Unattended/Single Stream (For school use only)	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
7.	Long Lake Conservation Reserve	Conservation Reserve	Unattended/ Single Stream	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
8.	Malmo	<i>Malmo Cenex</i>	Unattended/ Single Stream	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
9.	McGrath	Pour Lewey's	Unattended/ Single Stream	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
10.	McGregor School	School	Unattended/ Single Stream (For school use only)	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
11.	Savanna State Park	MN Dept of Natural Resources	Unattended/ Single Stream (For park guests only)	1-20 Yard On Call \$605.00/Haul \$125.00/Ton
12.	Sandy Lake Recreational Area	Army Corps	Unattended/ Single Stream (For park guests only)	1-20 Yard On Call \$605.00/Haul \$125.00/Ton

**Attachment D (continued)**

Rates quoted are flat rates, no fuel, environmental, or cost recovery charges.

Containers will have tonnage reported as accepted pounds per yard and roll off services will have direct tonnage totals for billing and reporting.

Below is provided only as an example for pricing options.

Location	1-8-Yard On-Call (Price per requested dump)	1-8 Yard on weekly service (Truck scheduled to dump every week)	2-8 Yards on weekly service (Truck scheduled to dump every week)	2-8 Yards on twice per week service (Truck scheduled to dump twice per week)	10-8 Yards on weekly service (Truck scheduled to dump every week)	10-8 Yards on twice per week service (Truck scheduled to dump twice per week)
Aitkin/County Courthouse	\$62.50/Dump Charged every dump performed	\$218.00/Month Serviced weekly, monthly billing	\$436.00/Month Serviced weekly, monthly billing	\$860.00/Month Serviced twice per week, monthly billing	N/A Volumes too low for this option	N/A Volumes too low for this option
Aitkin/County Recycling Center	N/A Volumes too high for this option	N/A Volumes too high for this option	N/A Volumes too high for this option	N/A Volumes too high for this option	\$2,180.00/Month Serviced weekly, monthly billing	\$4,300.00/Month Serviced twice per week, monthly billing
Aitkin/High School	\$62.50/Dump Charged every dump performed	\$218.00/Month Serviced weekly, monthly billing	\$436.00/Month Serviced weekly, monthly billing	\$860.00/Month Serviced twice per week, monthly billing	N/A Volumes too low for this option	N/A Volumes too low for this option
Aitkin/Rippleside Elem School	\$62.50/Dump Charged every dump performed	\$218.00/Month Serviced weekly, monthly billing	\$436.00/Month Serviced weekly, monthly billing	\$860.00/Month Serviced twice per week, monthly billing	N/A Volumes too low for this option	N/A Volumes too low for this option

Commercial 8 Yard Containers have seasonal and volume flex options available to increase/decrease frequency of service or active dumpster count at the then current rate.



# Board of County Commissioners Agenda Request

5B  
Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Mille Lacs Corporate Ventures Letter of Support

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <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*
<b>Submitted by:</b> Jessica Seibert		<b>Department:</b> Administration
<b>Presenter (Name and Title):</b> Jessica Seibert, County Administrator		<b>Estimated Time Needed:</b> 5 min.
<b>Summary of Issue:</b>  Mille Lacs Corporate Ventures is seeking a letter of support for their business incubator initiative. Please see attached letter for consideration.		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Approve/Deny Mille Lacs Corporate Ventures letter of support.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" 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>		

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



## AITKIN COUNTY ADMINISTRATION

Aitkin County Government Center  
307 2<sup>nd</sup> Street NW, Room 310  
Aitkin, MN 56431

jessica.seibert@co.aitkin.mn.us  
Phone: 218-927-3093  
Fax: 218-927-7374

March 9, 2021

Mille Lacs Corporate Ventures (MLCV)  
700 Grand Ave  
Onamia, MN 56359

**Re: Support for building a Tribal Economy Business Incubator**

To whom it may concern:

I am writing this letter in support of MLCV and the Initiative Foundation's work in building a Mille Lacs Tribal Economy Business Incubator (TEBI) program. TEBI aspires to build a robust entrepreneur ecosystem of resources, to create greater industry diversity in the regional economy, and to help underrepresented people better participate in the economy and build wealth. Participants will have access to training, technical assistance, financing, and the physical incubator spaces. These entrepreneurial services, combined with the physical incubator spaces, will ensure that all resources needed to successfully launch a small business will be conveniently located in one spot. We believe this focused approach will reduce barriers and prove to be successful in boosting the economic and social wellbeing of the region, especially tribal residents.

We applaud MLCV and the Initiative Foundation for this innovative approach to entrepreneurship that has been stymied by a variety of systematic barriers. We know there are many tribal and non-tribal residents of the Mille Lacs Tribal Economy with the skills and drive to create successful businesses; many just need the opportunity to align their passions with the right resources.

Aitkin County has a long history of encouraging entrepreneurship through collaboration with area resources, investments in the development of broadband, and active involvement in local economic development agencies.

We are excited by the opportunity to collaborate with MLCV and the Initiative Foundation, other governmental organizations, business groups, and nonprofit organizations to improve the economic well-being for the entire region.

Sincerely,

Mark J. Wedel  
Board Chair  
Aitkin County

# MILLE LACS TRIBAL ECONOMY BUSINESS INCUBATOR

**Summary:** Mille Lacs Corporate Ventures (MLCV) is completing a research, community engagement and feasibility study in the development of a business incubator program that will foster the development of local entrepreneurs within the Mille Lacs Tribal Economy in east central Minnesota. The Mille Lacs Tribal Economy Business Incubator (TEBI) aims to build a pipeline of entrepreneurs and to equitably connect them with resources in the region. This program is being designed to support both Mille Lacs Band of Ojibwe members and Mille Lacs Tribal Economy residents (Native American and non-Native American). Depending on the capital and programmatic funders of TEBI (federal & state public partners, philanthropic community, tribal community, etc.), additional requirements may be included.

**Mille Lacs Tribal Economy:** The Mille Lacs Tribal Economy encompasses the three districts of the Mille Lacs Band of Ojibwe territory that include Census tracts 9504, 9505, 7704, 9703, 9701, 9702. Included in the tribal economy are portions of the counties of Mille Lacs, Pine and Aitkin. According to Minnesota Compass, there are 20,171 people that live in the tribal economy.

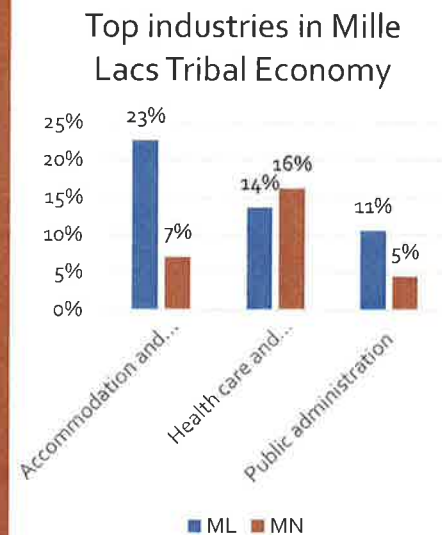
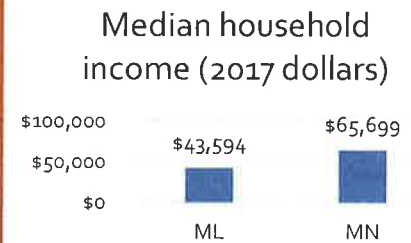
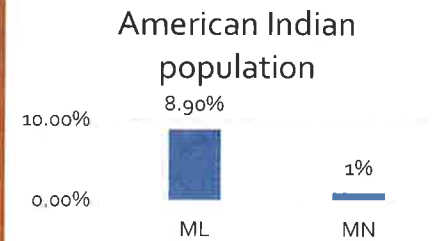
**Economic Reality:** the region has consistently fallen behind Greater Minnesota communities as well as the State of Minnesota in many economic metrics including median household income, unemployment, poverty. In addition to the region lagging overall, American Indian populations have skewed even more unfavorably.

**What is a Business Incubator:** business incubators are designed to help create and grow young businesses by providing them with necessary support and technical services. There are approximately 900 business incubators nationwide. Incubators provide numerous benefits to owners of startup businesses. Their office and manufacturing space are offered at below-market rental rates, and their staff supply advice and much-needed expertise in developing business and marketing plans as well as helping to identify any potential financing. Businesses typically spend an avg. of two years in an incubator, during which time they often share telephone, office and other expenses with other companies to reduce everyone's overhead and operational costs.

**Project Partners:** MLCV has partnered with several highly respected Minnesota-based groups including the Initiative Foundation, Neighborhood Development Corporation, Northspan Group, Maxfield Research, Hy-Tec Construction, and others to study and determine the feasibility of TEBI.

**Project Goals:** TEBI will bring together four key elements: 1) entrepreneur training (which includes the Initiative Foundation's Enterprise Academy), 2) entrepreneur technical assistance, 3) entrepreneur financing and 4) low cost commercial spaces. Through these key elements TEBI aspires to build a robust entrepreneur ecosystem of resources, to create greater industry diversity in the regional economy, and to help underrepresented groups better participate in the economy.

## Mille Lacs Tribal Economy (ML) vs. State of Minnesota (MN)



**MILLE LACS**  
CORPORATE VENTURES



# Board of County Commissioners Agenda Request

5c  
Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** 2020 Year End Budget Review

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input 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 checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Jessica Seibert		<b>Department:</b> Administration
<b>Presenter (Name and Title):</b> Jessica Seibert, John Welle, Rich Courtemanche		<b>Estimated Time Needed:</b> 30 min.
<b>Summary of Issue:</b> <p>Staff will provide an overview of the 2020 year end budget. County Administrator Jessica Seibert will present information related to the General Fund. County Engineer John Welle will review the Road &amp; Bridge Fund and Land Commissioner Rich Courtemanche will present the Land Department Funds. Health &amp; Human services will provide a separate review at an upcoming meeting.</p> <p>Information will be provided at the meeting.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Discussion only.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" 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>		





# Board of County Commissioners Agenda Request

50  
Agenda Item #

**Requested Meeting Date:** March 9, 2021

**Title of Item:** Quinstar Wetland Bank Discussion

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input checked="" type="checkbox"/> Discussion Item
<input checked="" type="checkbox"/> INFORMATION ONLY	<input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Jessica Seibert		<b>Department:</b> Administration
<b>Presenter (Name and Title):</b> Becky Sovde, Wetland Specialist		<b>Estimated Time Needed:</b> 10 min.
<b>Summary of Issue:</b> Staff will provide an update to the Board regarding the Quinstar wetland bank proposed project.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Discussion only.		
<b>Financial Impact:</b> 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 <i>Please Explain:</i>		

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



# Aitkin County Board of Commissioners

## Agenda Request Form



**Requested Meeting Date:** March 9, 2021

**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 Brian Napstad
Aitkin Airport Commission	Monthly	1 <sup>st</sup> Wednesday	Wedel
Aquatic Invasive Species (AIS)	Monthly	3 <sup>rd</sup> Thursday	Wedel and Napstad
Aitkin County CARE Board	Monthly	3 <sup>rd</sup> Tuesday	Westerlund
Aitkin County Community Corrections Advisory	Quarterly	Varies	Wedel and Marcotte
Aitkin County Water Planning Task Force	Bi-monthly	3 <sup>rd</sup> Wednesday	Wedel
Aitkin Economic Development Administration	Quarterly	3 <sup>rd</sup> Thursday	Wedel
Arrowhead Counties Association	8 or 9x yearly	3 <sup>rd</sup> Wednesday	Niemi and Westerlund
Arrowhead Economic Opportunity Agency	Bi-monthly	3 <sup>rd</sup> Wednesday	Westerlund, Alt. Niemi
Arrowhead Regional Development Council	Quarterly	3 <sup>rd</sup> Thursday	Niemi, Alt. Westerlund
ATV Committee	Monthly		Napstad and Westerlund
Big Sandy Lake Management Plan	Monthly	2 <sup>nd</sup> Wednesday	Napstad, Alt. Marcotte
Budget Committee	Most months	1 <sup>st</sup> Tuesday	Marcotte and Napstad
Development Achievement Center	Monthly	3 <sup>rd</sup> or 4 <sup>th</sup> Thurs.	Westerlund, Alt. Niemi
East Central Regional Library Board	Monthly	2 <sup>nd</sup> Monday	Niemi, Alt. Napstad
Economic Development	Monthly	1 <sup>st</sup> Wednesday	Napstad and Niemi
Emergency Management	As needed		Wedel
Environmental Assessment Worksheet	As needed		Marcotte and Napstad
Extension	4x year	Monday	Marcotte, Alt. Westerlund
Facilities/Technology	As needed		Wedel and Westerlund
H&HS Advisory (Liaison)	Monthly except July	1 <sup>st</sup> Wednesday	Westerlund and Wedel
Historical Society (Liaison)	Monthly	4 <sup>th</sup> Wednesday	Wedel
HRA	Monthly	4 <sup>th</sup> Wednesday	Westerlund
Investment	As needed		All Commissioners
Joint Powers Natural Resource Board	Odd Months	4 <sup>th</sup> Monday	Napstad and Land Cmr Courtemanche
Lakes and Pines	Monthly	3 <sup>rd</sup> Monday	Niemi, Alt. Marcotte
Law Library	Quarterly	Set by Judge	Marcotte, Alt. Niemi
McGregor Airport Commission	Monthly	Last Wednesday	Napstad
Mille Lacs Fisheries Input Group	8-10x year		Westerlund
Mille Lacs Watershed	10x year	3 <sup>rd</sup> Monday	Westerlund, Alt. Niemi
Mississippi Headwaters Board	Monthly	4 <sup>th</sup> Friday	Marcotte, Alt. Napstad
MN Rural Caucus	8x year	Varies	Niemi, Alt. Westerlund
Natural Resources Advisory Committee	8-10x year	2 <sup>nd</sup> Monday	Marcotte and Napstad
NE MN Office Job Training	As called		Niemi
Northeast MN ATP	Quarterly	Varies	Napstad and Engineer Welle, Niemi Alt.
Northeast MN ECB	5-6x year	4 <sup>th</sup> Thursday	Napstad, Alt. Sheriff
Northeast Waste Advisory Committee	Quarterly	2 <sup>nd</sup> Monday	Napstad, Alt. Westerlund
Northern Counties Land Use Coordinating Board	Monthly	1 <sup>st</sup> Thursday	Marcotte, Alt. Napstad
Ordinance	As needed		Napstad and Marcotte
Personnel/Insurance	As needed	2 <sup>nd</sup> Tuesday	Westerlund and Wedel
Planning Commission	Monthly	3 <sup>rd</sup> Monday	Marcotte, Alt. Westerlund
Rum 1W1P Policy Committee	Quarterly		Westerlund, Alt. Niemi
Snake River Watershed	Monthly	4 <sup>th</sup> Monday	Napstad, Alt. Niemi
Snake River 1W1P Policy			Napstad, Alt. Niemi
Sobriety Court	Bi-Monthly	3 <sup>rd</sup> Thursday	Wedel
Solid Waste Advisory	As needed		Napstad and Westerlund
Toward Zero Deaths	Monthly	2 <sup>nd</sup> Wednesday	Wedel
Tri-County Community Health Services	Quarterly & as needed	2 <sup>nd</sup> Thursday	Westerlund