

60

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the Nineteenth day of August in the year Two Thousand Twenty-One
(In words, indicate day, month and year.)

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

Aitkin County
209 2nd Street NW
Aitkin, MN 56431

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

Rice Lake Construction Group
22360 County Road 12
Deerwood, MN 56444
Telephone: (218) 546-5519

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

Aitkin County Courthouse Exterior Stair Replacement
Aitkin, Minnesota
ARI Project # 2021-025

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

Architectural Resources, Inc.
704 East Howard Street
Hibbing, MN 55746
Telephone: (218) 263-6868

The Owner and Contractor agree as follows.

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

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

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

Init.

TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work

(Paragraphs deleted)

to be determined.

(Paragraphs deleted)

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[X] Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.

[] By the following date:

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

Init.

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two hundred twenty-eight thousand, four hundred dollars and zero cents (\$ 228,400.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

(Table deleted)

N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

(Table deleted)

N/A

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

(Table deleted)

N/A

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount

Init.

AIA Document A101® - 2017. Copyright © 1915, 1918, 1925, 1937, 1951, 1958, 1961, 1963, 1967, 1974, 1977, 1987, 1991, 1997, 2007 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, "A101," and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 07:59:40 CT on 08/19/2021 under Order No.8664313601 which expires on 02/06/2022, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes:

(727985999)

certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

(Paragraph deleted)

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.

(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

(Paragraphs deleted)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

(Paragraphs deleted)

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Jim Bright, Maintenance Supervisor
Aitkin County
217 2nd Street NW, Room 115
Aitkin, MN 56431
Telephone Number: (218) 927-7363
Email Address: jim.bright@co.aitkin.mn.us

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

Steve Perpich, Project Manager
Rice Lake Construction Group
22360 County Road 12
Deerwood, MN 56444
Telephone Number: (218) 546-1922
Email Address: steve_perpich@ricelake.org

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201-2017 and Specifications Section 00 73 00 – Supplementary General Conditions. The Owner and Architect (ARI) need to be listed as Additional Insured.

(Paragraphs deleted)

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction

(Paragraphs deleted)

- .3 Drawings dated July 20, 2021. (5 Sheets)

(Table deleted)

- .4 Specifications dated July 20, 2021. (117 pages)

(Table deleted)

- .5 Addenda, if any: N/A

Init.

| *(Table deleted)*

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

| *(Paragraphs deleted)*

| *(Table deleted)*

| *(Paragraphs deleted)* This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

Jessica Seibert, MPNA, Aitkin County
Administrator

(Printed name and title)

CONTRACTOR *(Signature)*

(Printed name and title)

OWNER *(Signature)*

Mark Wedel, Aitkin County Board Chair

(Printed name and title)

Init.

Additions and Deletions Report for AIA® Document A101® – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 07:59:40 CT on 08/19/2021.

PAGE 1

AGREEMENT made as of the Nineteenth day of August in the year Two Thousand Twenty-One

...

Aitkin County
209 2nd Street NW
Aitkin, MN 56431

...

Rice Lake Construction Group
22360 County Road 12
Deerwood, MN 56444
Telephone: (218) 546-5519

...

Aitkin County Courthouse Exterior Stair Replacement
Aitkin, Minnesota
ARI Project # 2021-025

...

Architectural Resources, Inc.
704 East Howard Street
Hibbing, MN 55746
Telephone: (218) 263-6868

PAGE 2

EXHIBIT A – INSURANCE AND BONDS

...

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

— The date of this Agreement.

— A date set forth in a notice to proceed issued by the Owner.

— Established as follows: to be determined.
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

...

[] Not later than one hundred eighty (180) calendar days from the date of commencement of the Work.
PAGE 3

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be two hundred twenty-eight thousand, four hundred dollars and zero cents (\$ 228,400.00), subject to additions and deductions as provided in the Contract Documents.

...

Item	Price
<u>N/A</u>	

...

Item	Price
<u>N/A</u>	

...

Item	Units and Limitations	Price per Unit (\$0.00)
<u>N/A</u>		

....

<u>N/A</u>		
------------	--	--

...

<u>N/A</u>		
------------	--	--

...

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the first day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the last day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than thirty (30) days after the Architect receives the Application for Payment.

PAGE 4

Five Percent (5%)

PAGE 5

%

...

Litigation in a court of competent jurisdiction

Other (Specify)

PAGE 6

~~§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201-2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)~~

...

Jim Bright, Maintenance Supervisor
Aitkin County
217 2nd Street NW, Room 115
Aitkin, MN 56431
Telephone Number: (218) 927-7363
Email Address: jim.bright@co.aitkin.mn.us

...

Steve Perpich, Project Manager
Rice Lake Construction Group
22360 County Road 12
Deerwood, MN 56444
Telephone Number: (218) 546-1922
Email Address: steve_perpich@ricelake.org

...

~~§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™ 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents, and provide bonds as set forth in Article 11 of AIA Document A201-2017 and Specifications Section 00 73 00 – Supplementary General Conditions. The Owner and Architect (ARI) need to be listed as Additional Insured.~~

~~§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™ 2017 Exhibit A, and elsewhere in the Contract Documents.~~

~~§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201-2017, may be given in accordance with AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:~~

~~(If other than in accordance with AIA Document E203-2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)~~

~~§ 8.7 Other provisions:~~

...

- .2 AIA Document A101™ 2017, Exhibit A, Insurance and Bonds
- ~~.3 AIA Document A201™ 2017, General Conditions of the Contract for Construction~~
- ~~.4 AIA Document E203™ 2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)~~

- ~~.5 Drawings.~~ .3 Drawings dated July 20, 2021. (5 Sheets)

Number	Title	Date
--------	-------	------

- ~~.6 Specifications.~~ .4 Specifications dated July 20, 2021. (117 pages)

Section	Title	Date	Pages
---------	-------	------	-------

- ~~.7~~ .5 Addenda, if any: N/A

Number	Date	Pages
--------	------	-------

PAGE 7

- ~~.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)~~

AIA Document E204™ 2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

- The Sustainability Plan:

Title	Date	Pages
-------	------	-------

- Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

- ~~.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™ 2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)~~

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

...

Jessica Seibert, MPNA, Aitkin County
Administrator

Mark Wedel, Aitkin County Board Chair



Board of County Commissioners Agenda Request

60
Agenda Item #

Requested Meeting Date: August 24, 2021

Title of Item: Adopt Resolution - MNDOT Airport Grant Agreement

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input 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*
Submitted by: Jessica Seibert		Department: Administration
Presenter (Name and Title): Jessica Seibert, County Administrator		Estimated Time Needed: 5 min.
Summary of Issue: <p>The City of Aitkin, representing the Aitkin Municipal-Steve Kurtz Field Airport, has applied for grant funding through the Federal Aviation Administration. The State of MN is considered a "funnel state" in which FAA grants funnel through the State of MN, therefore a separate grant agreement must be signed with the MN Department of Transportation for receipt of the grant dollars.</p>		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Approve attached resolution.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

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

**STATE OF MINNESOTA
STATE AIRPORTS FUND
GRANT AGREEMENT**

This agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State"), and the County of Aitkin and City of Aitkin ("Grantee").

RECITALS

1. Minnesota Statutes Chapter 360 authorizes State to provide financial assistance to eligible airport sponsors for the acquisition, construction, improvement, marketing, maintenance, or operation of airports and other air navigation facilities.
2. Grantee owns, operates, controls, or desires to own an airport ("Airport") in the state system, and Grantee desires financial assistance from the State for an airport improvement project ("Project").
3. Grantee represents that it is duly qualified and agrees to perform all services described in this agreement to the satisfaction of the State. Pursuant to Minn.Stat.§16B.98, Subd.1, Grantee agrees to minimize administrative costs as a condition of this agreement.

AGREEMENT TERMS

1 Term of Agreement, Survival of Terms, and Incorporation of Exhibits

- 1.1 **Effective Date.** This agreement will be effective on the date the State obtains all required signatures under Minn. Stat.§16B.98, Subd. 5, whichever is later. As required by Minn.Stat.§16B.98 Subd. 7, no payments will be made to Grantee until this agreement is fully executed. Grantee must not begin work under this agreement until this agreement is fully executed and Grantee has been notified by the State's Authorized Representative to begin the work.
- 1.2 **Expiration Date.** This agreement will expire on September 30, 2025 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this agreement, including, without limitation, the following clauses: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 11. Workers Compensation; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.
- 1.4 **Plans, Specifications, Descriptions.** Grantee has provided the State with the plans, specifications, and a detailed description of the Project (State Project A0101-49), which are on file with the State's Office of Aeronautics and are incorporated into this Agreement by reference.
- 1.5 **Exhibits.** Exhibit A is attached and incorporated into this agreement.

2 Grantee's Duties

- 2.1 Grantee will complete the Project in accordance with the plans, specifications, and detailed description of the Project, which are on file with the State's Office of Aeronautics. Any changes to the plans or specifications of the Project after the date of this Agreement will be valid only if made by written change order signed by the Grantee and the State. Subject to the availability of funds, the State may prepare an amendment to this Agreement to reimburse the Grantee for the allowable costs of qualifying change orders.
- 2.2 If the Project involves construction, Grantee will designate a registered engineer to oversee the Project work. If, with the State's approval, the Grantee elects not to have such services performed by a registered engineer, then the Grantee will designate another responsible person to oversee such work.
- 2.3 Grantee will notify State's Authorized Representative in advance of any meetings taking place relating to the Project.
- 2.4 Grantee will comply with all required grants management policies and procedures set forth through Minn.Stat.§16B.97, Subd. 4 (a) (1).
- 2.5 **Asset Monitoring.** If Grantee uses funds obtained by this agreement to acquire a capital asset, the Grantee is required to use that asset for a public aeronautical purpose for the normal useful life of the asset. Grantee may not sell or change the purpose of use for the capital asset(s) obtained with grant funds under this agreement without the prior written consent of the State and an agreement executed and approved by the same parties who executed and approved this agreement, or their successors in office.

2.6 Airport Operations, Maintenance, and Conveyance. Pursuant to Minnesota Statutes Section 360.305, subdivision 4 (d) (1), the Grantee will operate the Airport as a licensed, municipally-owned public airport at all times of the year for a period of 20 years from the date the Grantee receives final reimbursement under this Agreement. The Airport must be maintained in a safe, serviceable manner for public aeronautical purposes only. Without prior written approval from the State, Grantee will not transfer, convey, encumber, assign, or abandon its interest in the airport or in any real or personal property that is purchased or improved with State funds. If the State approves such a transfer or change in use, the Grantee must comply with such conditions and restrictions as the State may place on such approval. The obligations imposed by this clause survive the expiration or termination of this Agreement.

3 Time

3.1 Grantee must comply with all the time requirements described in this agreement. In the performance of this grant agreement, time is of the essence.

4 Cost and Payment

4.1 **Cost Participation.** Costs for the Project will be proportionate and allocated as follows:

<u>Item Description</u>	<u>Federal Share</u>	<u>State Share</u>	<u>Grantee Share</u>
Sch. 1 - Runway 16/34 Lighting (\$163,497.32)	100%	0%	0%
Sch. 2 - Const. Current Reg. (\$9,902.00)	100%	0%	0%
Design & Bidding Services (\$29,900.00)	100%	0%	0%
Construction Engineering (\$26,000.00)	100%	0%	0%
Administration Fees	100%	0%	0%
Federal Committed:	\$229,798.00		
Federal Multiyear:	\$0.00		
State:	<u>\$0.00</u>		
Grantee:	<u>\$0.00</u>		

The federal multiyear amount is an estimate only. These funds are not committed and are only available after being made so by the U.S. Government. Federal funds for the Project will be received and disbursed by the State. In the event federal reimbursement becomes available or is increased for the Project, the State will be entitled to recover from such federal funds an amount not to exceed the state funds advanced for this Project. No more than 95% of the amount due under this Agreement will be paid by the State until the State determines that the Grantee has complied with all terms of this Agreement and furnished all necessary records.

4.2 **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by Grantee as a result of this agreement will not exceed \$0.00 provided that Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

4.3 **Sufficiency of Funds.** Pursuant to Minnesota Rules 8800.2500, the Grantee certifies that (1) it presently has available sufficient unencumbered funds to pay its share of the Project; (2) the Project will be completed without undue delay; and (3) the Grantee has the legal authority to engage in the Project as proposed.

4.4 **Total Obligation.** The total obligation of the State for all compensation and reimbursements to Grantee under this agreement will not exceed \$0.00.

4.5 Payment

4.5.1 **Invoices.** Grantee will submit invoices for payment by email. Exhibit A, which is attached and incorporated into this agreement, is the form Grantee will use to submit invoices. The State's Authorized Representative, as named in this agreement, will review each invoice against the approved grant budget and grant expenditures to-date before approving payment. The State will promptly pay Grantee after Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices will be submitted timely and according to the following schedule:
Upon completion of the services.

4.5.2 **All Invoices Subject to Audit.** All invoices are subject to audit, at State's discretion.

- 4.5.3 **State's Payment Requirements.** State will promptly pay all valid obligations under this agreement as required by Minnesota Statutes §16A.124. State will make undisputed payments no later than 30 days after receiving Grantee's invoices for services performed. If an invoice is incorrect, defective or otherwise improper, State will notify Grantee within ten days of discovering the error. After State receives the corrected invoice, State will pay Grantee within 30 days of receipt of such invoice.
- 4.5.4 **Grantee Payment Requirements.** Grantee must pay all contractors under this agreement promptly. Grantee will make undisputed payments no later than 30 days after receiving an invoice. If an invoice is incorrect, defective, or otherwise improper, Grantee will notify the contractor within ten days of discovering the error. After Grantee receives the corrected invoice, Grantee will pay the contractor within 30 days of receipt of such invoice.
- 4.5.5 **Grant Monitoring Visit and Financial Reconciliation.** During the period of performance, the State will make at least annual monitoring visits and conduct annual financial reconciliations of Grantee's expenditures.
- 4.5.5.1 The State's Authorized Representative will notify Grantee's Authorized Representative where and when any monitoring visit and financial reconciliation will take place, which State employees and/or contractors will participate, and which Grantee staff members should be present. Grantee will be provided notice prior to any monitoring visit or financial reconciliation.
- 4.5.5.2 Following a monitoring visit or financial reconciliation, Grantee will take timely and appropriate action on all deficiencies identified by State.
- 4.5.5.3 At least one monitoring visit and one financial reconciliation must be completed prior to final payment being made to Grantee.
- 4.5.6 **Closeout.** The State will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed. Monitoring of any capital assets acquired with grant funds will continue following grant closeout.
- 4.5.7 **Closeout Deliverables.** At the close of the Project, the Grantee must provide the following deliverables to the State before the final payment due under this Agreement will be released by the State: (1) Electronic files of construction plans as a PDF and in a MicroStation compatible format; and (2) Electronic files of as-builts as a PDF and in a MicroStation compatible format.
- 4.6 **Contracting and Bidding Requirements.** Prior to publication, Grantee will submit to State all solicitations for work to be funded by this Agreement. Prior to execution, Grantee will submit to State all contracts and subcontracts funded by this agreement between Grantee and third parties. State's Authorized Representative has the sole right to approve, disapprove, or modify any solicitation, contract, or subcontract submitted by Grantee. All contracts and subcontracts between Grantee and third parties must contain all applicable provisions of this Agreement. State's Authorized Representative will respond to a solicitation, contract, or subcontract submitted by Grantee within ten business days.

5 Conditions of Payment

All services provided by Grantee under this agreement must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Grantee will not receive payment for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law. In addition, Grantee will not receive payment for Airport's failure to pass periodic inspections by a representative of the State's Office of Aeronautics.

6 Authorized Representatives

6.1 The State's Authorized Representative is:

Matthew Lebens, North Region Engineer, 395 John Ireland Blvd, Saint Paul, MN 55155, 612-422-4171, matthew.lebens@state.mn.us, or his/her successor. State's Authorized Representative has the responsibility to monitor Grantee's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2 Grantee's Authorized Representative is:

Jennifer Thompson, Deputy Clerk, City of Aitkin, 109 First Avenue NW, Aitkin, MN 56431, (218) 927-2527, jen@ci.aitkin.mn.us. If Grantee's Authorized Representative changes at any time during this agreement, Grantee will immediately notify the State.

7 Assignment Amendments, Waiver, and Grant Agreement Complete

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments 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 State fails to enforce any provision of this agreement, that failure does not waive the provision or the State's right to subsequently enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement contains all negotiations and agreements between the State and Grantee. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5 **Electronic Records and Signatures.** The parties agree to contract by electronic means. This includes using electronic signatures and converting original documents to electronic records.

8 Liability

In the performance of this agreement, and to the extent permitted by law, Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this agreement by Grantee or Grantee's agents or employees. This clause will not be construed to bar any legal remedies Grantee may have for the State's failure to fulfill its obligations under this agreement.

9 State Audits

Under Minn. Stat. § 16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of Grantee, or other party relevant to this grant agreement or transaction, are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later. Grantee will take timely and appropriate action on all deficiencies identified by an audit.

10 Government Data Practices and Intellectual Property Rights

10.1 **Government Data Practices.** Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this agreement. The civil remedies of Minn. Stat. §13.08 apply to the release of the data referred to in this clause by either Grantee or the State. If Grantee receives a request to release the data referred to in this section 10.1, Grantee must immediately notify the State. The State will give Grantee instructions concerning the release of the data to the requesting party before the data is released. Grantee's response to the request shall comply with applicable law.

10.2 Intellectual Property Rights.

10.2.1 **Intellectual Property Rights.** State owns all rights, title and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks and service marks in the Works and Documents created and paid for under this agreement. "Works" means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes and disks conceived, reduced to practice, created or originated by Grantee, its employees, agents and subcontractors, either individually or jointly with others in the performance of this agreement. Works includes Documents. "Documents" are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks or other materials, whether in tangible or electronic forms, prepared by Grantee, its employees, agents or subcontractors, in the performance of this agreement. The Documents will be the exclusive property of State, and Grantee upon completion or cancellation of this agreement must immediately return all such Documents to State. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." Grantee assigns all right, title and interest it may have in the Works and the Documents to State. Grantee must, at the request of State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

10.2.2 Obligations

10.2.2.1 **Notification.** Whenever any invention, improvement or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by Grantee, including its employees and subcontractors, in the performance of this agreement, Grantee will immediately give State's Authorized Representative written notice thereof and must promptly furnish State's Authorized Representative with complete information and/or disclosure thereon.

10.2.2.2 **Representation.** Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of State and that neither Grantee nor its employees, agents or subcontractors retain any interest in and to the Works and Documents. Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless State, at Grantee's expense, from any action or claim brought against State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs and damages, including but not limited to, attorney fees. If such a claim or action arises, or in Grantee's or State's opinion is likely to arise, Grantee must, at State's discretion, either procure for State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of State will be in addition to and not exclusive of other remedies provided by law.

11 Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 Publicity and Endorsement

12.1 **Publicity.** Any publicity regarding the subject matter of this agreement must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant agreement. All projects primarily funded by state grant appropriation must publicly credit the State of Minnesota, including on the Grantee's website when practicable.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this agreement. 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.

14 Termination; Suspension

14.1 **Termination by the State.** The State may terminate this agreement at any time, with or without cause, upon written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

14.2 **Termination for Cause.** The State may immediately terminate this grant agreement if the State finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that Grantee has been convicted of a criminal offense relating to a state grant agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

14.3 **Termination for Insufficient Funding.** The State may immediately terminate this agreement if:

14.3.1 It does not obtain funding from the Minnesota Legislature; or

14.3.2 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 Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

14.4 **Suspension.** The State may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Grantee during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.

15 **Data Disclosure**

Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

16 **Fund Use Prohibited.** The Grantee will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a State contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Grantee from utilizing these funds to pay any party who might be disqualified or debarred after the Grantee's contract award on this Project. For a list of disqualified or debarred vendors, see www.mmd.admin.state.mn.us/debarredreport.asp.

17 **Discrimination Prohibited by Minnesota Statutes §181.59.** Grantee will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to grant contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.

18 **Limitation.** Under this Agreement, the State is only responsible for receiving and disbursing funds. Nothing in this Agreement will be construed to make the State a principal, co-principal, partner, or joint venturer with respect to the Project(s) covered herein. The State may provide technical advice and assistance as requested by the Grantee, however, the Grantee will remain responsible for providing direction to its contractors and consultants and for administering its contracts with such entities. The Grantee's consultants and contractors are not intended to be third party beneficiaries of this Agreement.

19 **Telecommunications Certification.** By signing this agreement, Contractor certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, Contractor will not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses "covered telecommunications equipment or services" (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. Contractor will include this certification as a flow down clause in any contract related to this agreement.

20 **Title VI/Non-discrimination Assurances.** Grantee agrees to comply with all applicable US DOT Standard Title VI/Non-Discrimination Assurances contained in DOT Order No. 1050.2A, and in particular Appendices A and E, which can be found at: https://edocs-public.dot.state.mn.us/edocs_public/DMResultSet/download?docId=11149035. Grantee will ensure the appendices and solicitation language within the assurances are inserted into contracts as required. State may conduct a review of the Grantee's compliance with this provision. The Grantee must cooperate with State throughout the review process by supplying all requested information and documentation to State, making Grantee staff and officials available for meetings as requested, and correcting any areas of non-compliance as determined by State.

21 **Additional Provisions**
[Intentionally left blank.]

[The remainder of this page has intentionally been left blank.]

STATE ENCUMBRANCE VERIFICATION

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

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

GRANTEE

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

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

By: _____
(with delegated authority)

Title: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
OFFICE OF FINANCIAL MANAGEMENT – GRANT UNIT**

By: _____

Date: _____

**DEPARTMENT OF TRANSPORTATION
CONTRACT MANAGEMENT**

By: _____

Date: _____

MINNESOTA DEPARTMENT OF TRANSPORTATION
 OFFICE OF AERONAUTICS
 395 JOHN IRELAND BOULEVARD, MS 410
 ST. PAUL, MINNESOTA 55155-1800
 airportdevelopment@state.mn.us

Airport Name _____
 State Project No. _____
 Federal Project No. _____
 Mn/DOT Agreement No. _____

CREDIT APPLICATION

TO THE DIRECTOR, OFFICE OF AERONAUTICS:

Itemized statement of cash expenditures for which credit is claimed:

For period beginning _____, 20____; ending _____, 20____.

Warrant Number	Date Issued	Name or Description	Unit	Rate	Total Time or Quantity	Amount
Total Expenditures						

***FINAL/PARTIAL (CIRCLE ONE)**

NOTE: PLEASE SEPARATE ENGINEERING COSTS FROM OTHER COSTS.

Municipality _____
 By _____
 Title _____

*FOR ALL ITEMS INCLUDED IN THIS AGREEMENT

(Complete Form On Reverse Side)

STATE OF _____

COUNTY OF _____

_____, being first duly sworn, deposes and says that he/she is the
_____ of the Municipality of _____, in the County
of _____, State of Minnesota; that he/she has prepared the foregoing Credit Application,
knows the contents thereof, that the same is a true and accurate record of disbursements made, and that the same is true of his/her own
knowledge; and that this application is made by authority of the municipal council (or board) of said Municipality.

Signature

Subscribed and sworn to before me

this _____ day of _____, 20_____.

NOTARY PUBLIC

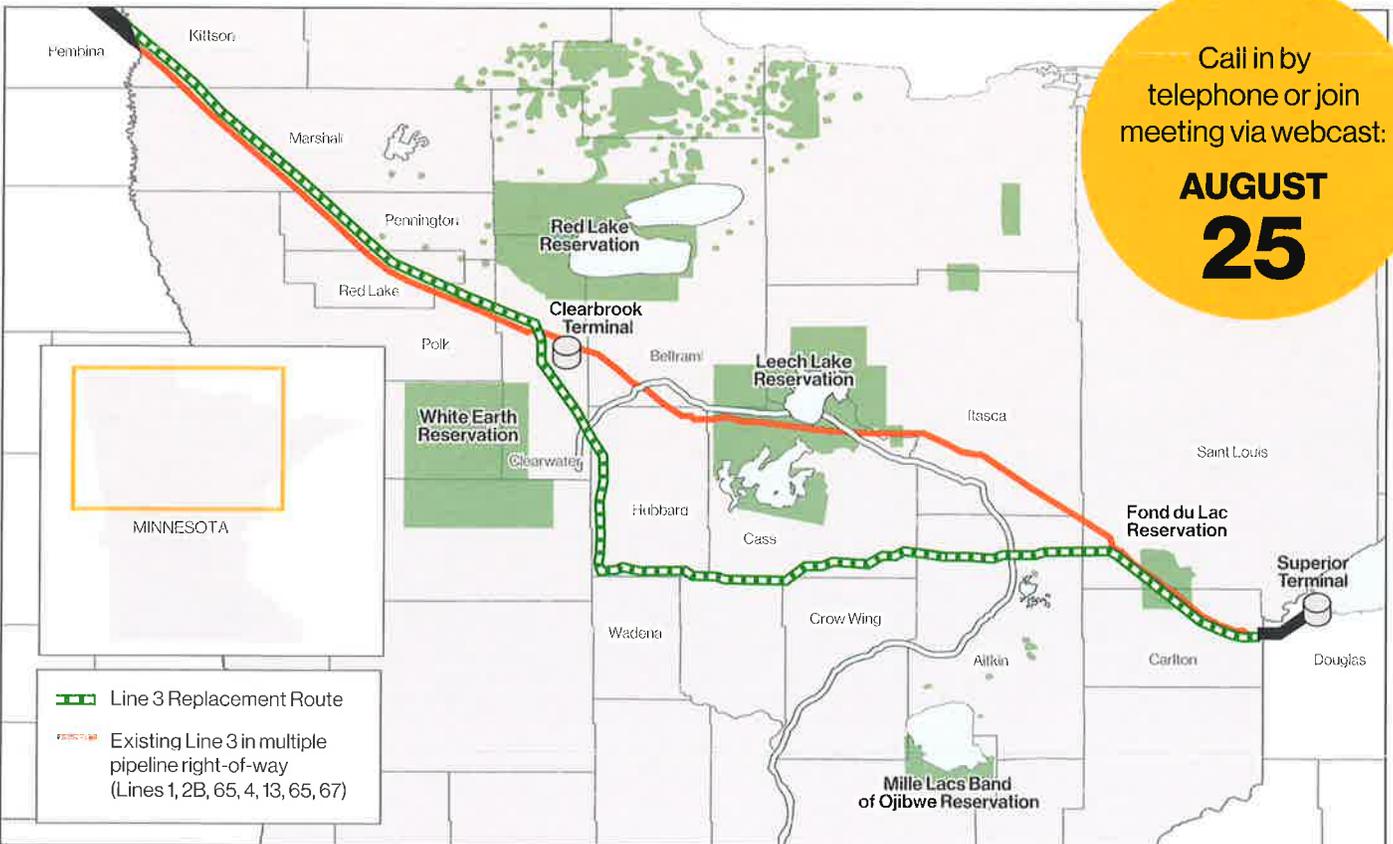
My Commission Expires: _____

RECEIVED
AUG 02 2021

Line 3 Replacement Project in Minnesota

Virtual Open House with Enbridge

Work on replacing Line 3 in Minnesota is more than 70% complete. We invite you to join our virtual open house for an update on construction of the pipeline replacement project and learn what's next.



Call in by
telephone or join
meeting via webcast:

**AUGUST
25**

Enbridge is hosting a virtual open house that will have telephone or webcast options. Once you register at enbridgeopenhouse.com/AugOH, you will receive a link providing you with meeting details.

Meeting date: **Wednesday, August 25 at 5 p.m.**

You can also visit our virtual open house any time at: enbridgeopenhouse.com/line3.

2022 Budget Overview

August 24, 2021

Three Components of Highway Department Budget:

1. Operations Budget

- Maintenance of County Highway System
- Internal Staff Engineering of County Highway System
- Administration of County Highway System

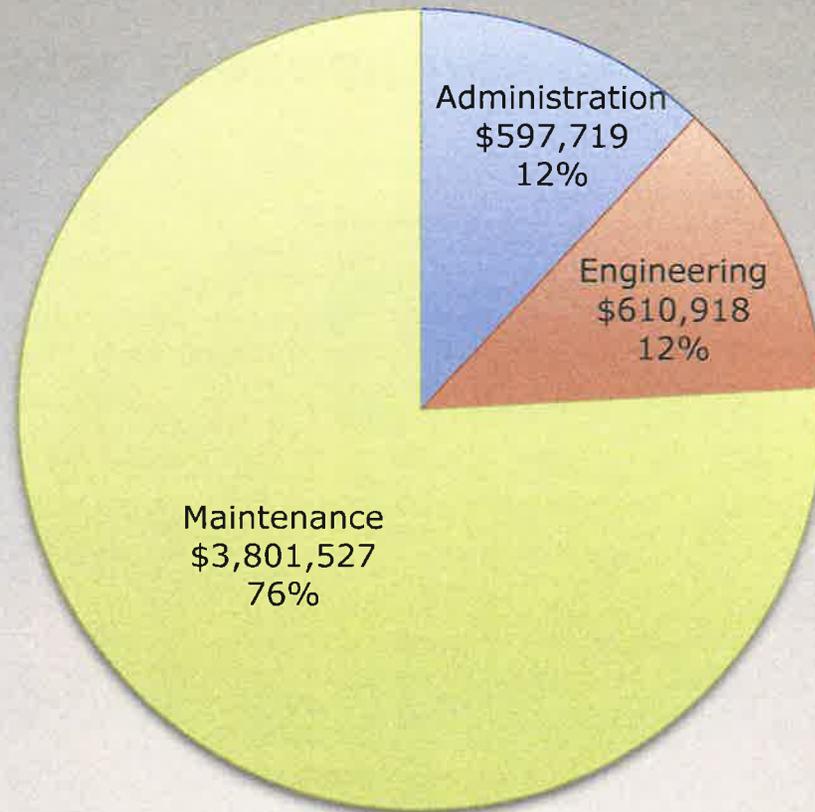
2. Capital Equipment and Facilities Budget

- Equipment Purchases
- Facility Improvements

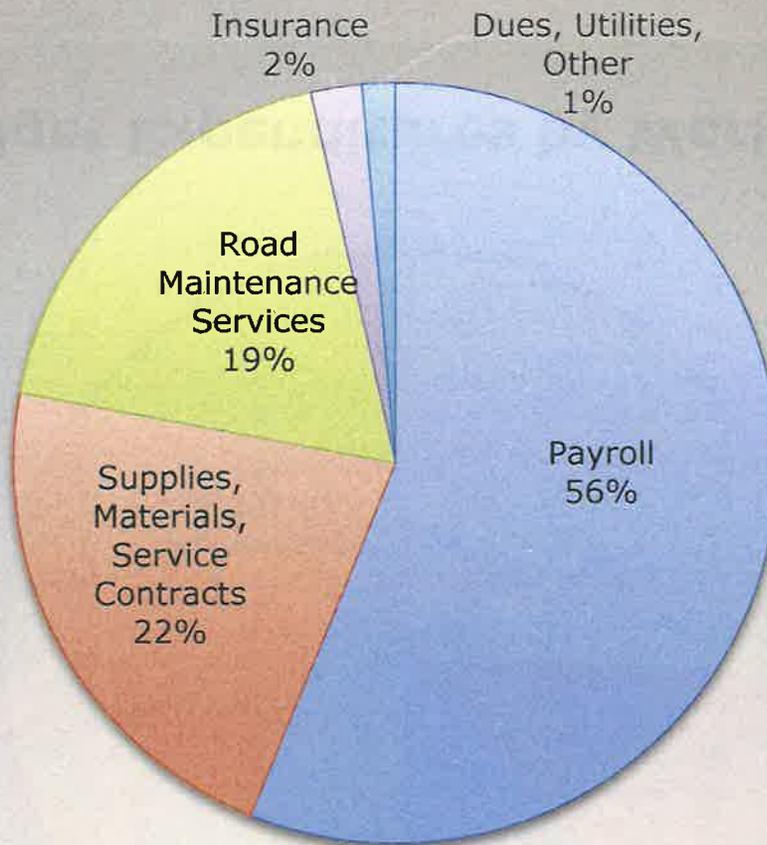
3. Capital Infrastructure Budget

- Includes project costs for
 - Printing and Publishing
 - Professional Services
 - Contract Payments
 - Utility Moves
 - Right of Way Acquisition

Budget Components



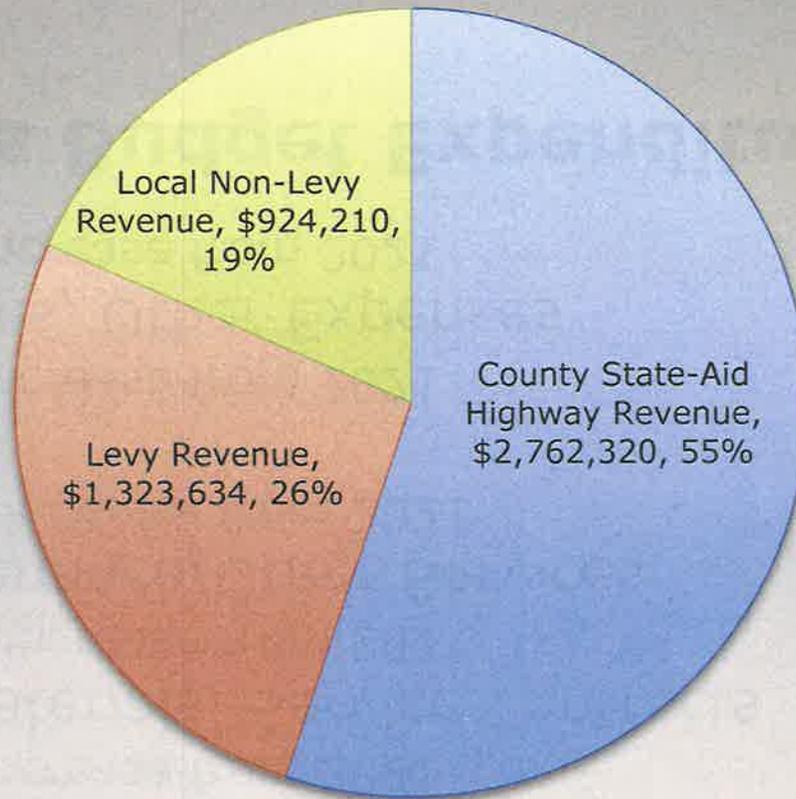
Operations Budget Expenditures by Work Section



Operations Budget Expenditures by Expenditure Type

- **Total Operations Expenditures**
 - 19% overall increase from 2021
- **Payroll costs**
 - 9% cost increase from 2021
- **Supplies, Materials, Service Contracts**
 - 12% cost increase from 2021
- **Road Maintenance/Other Services**
 - 55% cost increase from 2021
- **Insurance**
 - 3% cost increase from 2021
- **Dues, Utilities, Other Expenses**
 - 5% cost increase from 2021

Operations Budget Expenditure Summary



Operations Budget Revenue

- **Total Operations Revenue**
 - 16% overall increase from 2021
- **County State-Aid Highway Revenue**
 - 18% increase from 2021
- **Local Non-Levy Revenue**
 - 47% increase from 2021
 - Includes one-time revenues of \$420,000 for Enbridge cost reimbursement and engineering cost reimbursement
- **Local Levy Revenue**
 - 2% decrease from 2021

Operations Budget Revenue Summary

- Capital Equipment/Facility Expenditures
 - \$576,000 – 27% decrease from 2021
 - Facility Improvements - \$90,000
 - Palisade Area Maintenance Facility Cold Storage Building and Diesel Fuel Tank - \$90,000
 - Equipment Replacements - \$486,000
 - Additional Cost of three dump trucks purchased in 2021 - \$366,000
 - Replace two maintenance pickup trucks - \$80,000
 - Replace tractor/mower (additional \$50,000 cost in 2023) - \$40,000
- 5-year (2022-2026) Capital Equipment and Facility Plan
 - Indicates program ranging from \$576,000 in 2022 to \$639,900 in 2026
 - Includes normal equipment replacement schedule
 - Includes diesel fuel tank replacements at McGrath and McGregor Area Maintenance Facilities
 - Includes shop reconfiguration/addition at Aitkin Area Maintenance Facility to address lack of adequate bay length for plow trucks

Capital Equipment/Facility Budget Summary

- Expenditures
 - \$20,000 for professional services related to projects
 - \$3,827,100 for anticipated contract payments
 - \$175,000 for right of way acquisition
 - Total expenditures of \$4,023,600, decrease of 27% from 2021

- Revenue
 - \$650,000 local levy – increased from \$600,000)
 - \$399,090 federal funds
 - \$50,000 town bridge funds
 - \$546,417 bond funds through Local Bridge Replacement Program
 - \$1,883,910 state-aid construction funds

- Proposed 2022-2026 Capital Road Improvement Plan included in budget documents

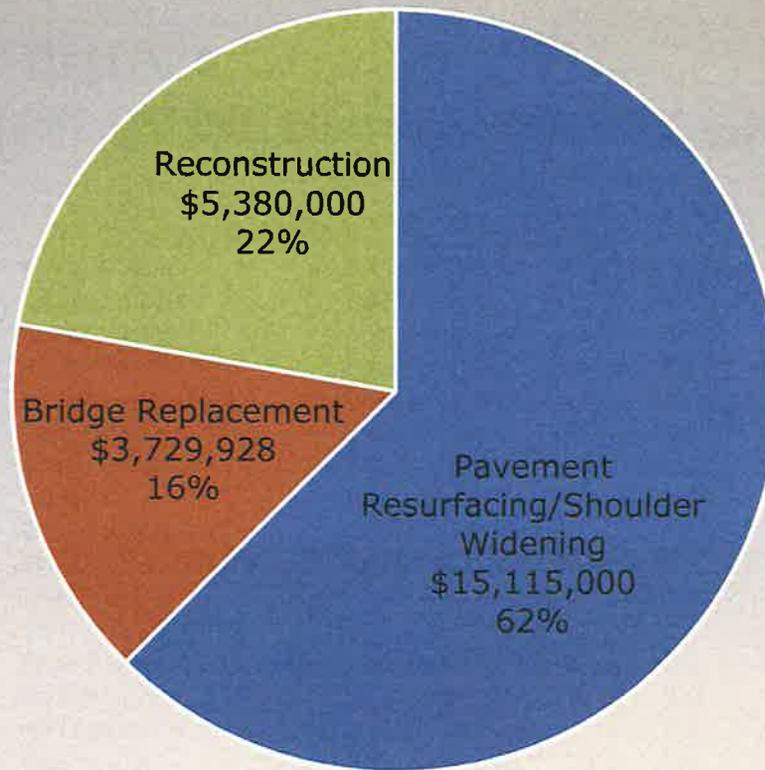
Capital Infrastructure Budget Summary

Project Selection Process

Identified improvements fall into one of four construction categories. Those categories, listed in priority order are as follows:

1. Bridge Replacement
 - Based on sufficiency rating, deficiency status, restricted weight status
2. Pavement Resurfacing/Shoulder Widening
 - Based on pavement condition
3. Gravel Road Reconstruction to Paved Road Standards
 - Based on priority rating worksheet
4. Gravel Road Improvement
 - Based on observed condition

2022-2026 Capital Road Improvement Plan



2022-2026 Capital Road Improvement Plan by Construction Category

**AITKIN COUNTY
BRIDGE ROSTER**

(Highlighted Bridges replaced in 2021 or included in 2022-2026 Capital Road Improvement Plan)

08/17/2021

Bridge Number	Roadway Name	Feature Crossed	Main Span Type	Deficiency Status	Sufficiency Rating	Status
7367	CSAH 12	RIPPLE RIVER	TIMB BEAM SPAN	S.D.	54.0	CLOSED
01502	CSAH 22	WAKEFIELD BROOK	TIMB SLAB SPAN	S.D.	62.0	OPEN
01503	CSAH 14	SAVANNA RIVER	TIMB SLAB SPAN	S.D.	65.7	LOAD POSTED
01508	CSAH 5	RICE RIVER	TIMB SLAB SPAN	S.D.	68.3	LOAD POSTED
01505	CSAH 18	WILLOW RIVER	TIMB SLAB SPAN	S.D.	68.4	LOAD POSTED
01509	CSAH 5	WILLOW RIVER	TIMB SLAB SPAN	S.D.	69.9	LOAD POSTED
01507	CSAH 12	RIPPLE RIVER	TIMB SLAB SPAN	S.D.	70.5	LOAD POSTED
01510	CR 62	SANDY RIVER	TIMB SLAB SPAN	S.D.	71.6	LOAD POSTED
88100	CSAH 11	RIPPLE RIVER	STEEL PIPE ARCH	ADEQ	73.5	OPEN
7375	CR 54	SISSABAGAMAH CREEK	TIMB SLAB SPAN	ADEQ	73.9	LOAD POSTED
7216	CSAH 2	SNAKE RIVER	TIMB BEAM SPAN	ADEQ	75.6	OPEN
7215	CSAH 2	STREAM	TIMB BEAM SPAN	ADEQ	78.0	OPEN
94156	CSAH 16	SANDY RIVER TRIB	TIMB BOX CULV	ADEQ	78.1	OPEN
94157	CSAH 16	SANDY RIVER	TIMB BOX CULV	ADEQ	78.1	OPEN
94154	CSAH 16	SANDY RIVER TRIB	TIMB BOX CULV	ADEQ	78.2	OPEN
94155	CSAH 16	RICE LAKE OUTLET	TIMB BOX CULV	ADEQ	79.2	OPEN
88102	CSAH 19	MOOSE RIVER	STEEL PIPE CULV	ADEQ	82.6	OPEN
L9181	CNTY 67	WILLOW RIVER	TIMB SLAB SPAN	ADEQ	85.0	OPEN
01513	CSAH 29	WILLOW RIVER	TIMB SLAB SPAN	ADEQ	85.9	LOAD POSTED

2022-2026 Capital Road Improvement Plan – Bridge Replacement Priorities

Bituminous Pavements - Age and RQI Data

(Highlighted Segments Included in 2021-2025 Capital Road Improvement Program)

	Length	2019 RQI
1996		
CR 69	0.3	
1997		
CSAH 17	7.1	2.9/3.0
1999		
CR 76	2.82	2.4/2.5
CR 77W	1.04	2.5/2.6
2000		
2001		
CSAH 14 from 2.3 m. northeast of TH 65 to State Park	8.61	2.9-3.2
CSAH 22	4.6	3.4/3.5
CSAH 24	4.2	3.6
2002		
CSAH 31	3.53	2.3
CSAH 40	4.9	2.8/2.9
CR 62 from TH 210 to 435th Street	2.64	2.5/2.7
2003		
CSAH 11	3.2	2.8/3.0
CSAH 23	5.3	3.3/3.8
CSAH 28 from TH 169 to CSAH 12	5.8	3.4
CSAH 37	2.3	2.6/2.9
CR 54 from .47 miles east of CSAH 1 to CR 83	0.83	2.4/2.5

	Length	2019 RQI
2004		
CSAH 2 from TH 65 to Pine County Line	10.4	3.3
2005		
CSAH 1 from TH 210 to beginning of Mississippi River Bridge	0.45	2.2/2.4
2006		
CSAH 3 from Crow Wing County Line to CSAH 29	5.74	3.3/3.4
CSAH 7	3.2	3.1
CR 66 from US 169 to 0.26 miles east	0.26	1.8
CSAH 29 from CSAH 19 to CSAH 7	0.26	3.4
2007		
CSAH 8 from old Soo Line RR to TH 65	1.97	3.3
CSAH 38	6.1	3.2/3.3
2008		
CSAH 4 from TH 47 to TH 65	14.4	3.2/3.3
CSAH 29 from CSAH 3 to 509th Lane	2.3	2.6/2.7
2009		
CSAH 1 from beginning of Mississippi River Bridge to CSAH 22	2.5	3.2
CSAH 5 from TH 210 to TH 232	7.5	2.6/2.7

2022-2026 Capital Road Improvement Plan – Resurfacing Project Priorities

Priority Rating Worksheet

(Highlighted Segments Included in 2022-2026 Capital Road Improvement Program)

8/17/2020

Road Number	Segment Description	Length	2016 ADT (20 points decile)	Residence Density (20 point decile)	Functional Classification (10 points)	Sight Distance Deficiency (10 point decile)	Improved Route System Layout (10 points)	Privately-Owed Land (10 point decile)	Priority Rating (80 points)
5.2	CR 53 to TH 210	4.7	12	20	10	6	10	7	58.7
71		1	20	12	4	1	10	10	48.0
1	3.6 miles N of CSAH 22 to CSAH 3	7.4	16	6	10	2	10	6	44.6
30	TH 65 to CSAH 16	7	16	14	7	6	0	10	44.0
51	TH 18 to CSAH 28	4.77	12	14	4	3	10	8	43.8
62.1	2 miles N of TH 210 to CR 71	1.36	20	6	4	1	10	10	42.0
64.2	CSAH 32 to 5 miles North	5	16	16	4	3	0	3	39.3
50	CSAH 5 to CR 56	2.95	18	2	4	3	10	10	38.0
13	CSAH 16 to Carlton County Line	5.6	12	2	7	4	10	5	35.5
62.2	CR 71 to 1 mile south of TH 232	3	10	8	4	1	10	10	34.0
19.2	CSAH 20 to CSAH 29	2	14	4	10	5	0	3	33.3
19.1	Cass County Line to CSAH 20	4.8	6	10	10	7	0	2	33.2

2022-2026 Capital Road Improvement Plan – Reconstruction Project Priorities

Proposed 2022 through 2026 Capital Road Improvement Plan

(*projects added from previous program*)

	Length	Location	Pavement Age/2019 RQI	Estimated Construction Cost
2022				
SAP 001-617-004 - CSAH 17 Resurfacing	7.1		1997/2.9-3.0	\$ 1,200,000
SAP 001-618-005 - CSAH 18 Bridge Replacement	0.2	CSAH 18 over Willow River		\$ 874,928
CSAH 22 Chipseal	4.6		2001/3.4-3.5	\$ 155,000
CSAH 23 Chipseal	5.3		2003/3.3-3.8	\$ 180,000
CSAH 24 Chipseal	4.2		2001/3.6	\$ 145,000
CP 001-076-002 - CR 76 Resurfacing	2.82		1999/2.4-2.5	\$ 680,000
CR 77W Resurfacing	1.04		1999/2.5-2.6	\$ 170,000
SP 001-070-007 HSIP Pavement Markings				\$ 230,000
			Total:	\$ 3,634,928
2023				
SAP 001-605-015 - CSAH 5 Bridge Replacement over Rice River	0.1	CSAH 5 over Rice River		\$ 850,000
SP 001-611-003 - CSAH 11 Widening/Resurfacing/Bridge Replacement	3.2		2003/2.8-3.0	\$ 3,400,000
SAP 001-631-003 - CSAH 31 Resurfacing	3.53		2002/2.3	\$ 600,000
SAP 001-640-003 - CSAH 40 Resurfacing	4.9		2002/2.8-2.9	\$ 850,000
CP 001-062-004 - CR 62 Resurfacing	2.64	TH 210 to 435th Street	2002/2.5-2.7	\$ 450,000
			Total:	\$ 6,150,000
2024				
CSAH 2 Overlay	10.4	TH 65 to Pine County Line	2004/3.3	\$ 1,900,000
SAP 001-605-014 - CSAH 5 Reconstruction (Grading and Agg. Base)	4.7	CR 53 to TH 210		\$ 2,600,000
SAP 001-605-016 - CSAH 5 Bridge Replacement over Willow River	0.1			\$ 950,000
SAP 001-598-016 - CR 54 Bridge Replacement	0.5	CR 54 over Sissabagamah Creek		\$ 455,000
			Total:	\$ 5,905,000

2022-2026 Capital Road Improvement Plan Project Listing

Proposed 2022 through 2026 Capital Road Improvement Plan

(*projects added from previous program*)

	Length	Location	Pavement Age/2019 RQI	Estimated Construction Cost
2025				
CSAH 1 Resurfacing	0.45	US Hwy 169 to Mississippi River	2005/2.2-2.4	\$ 180,000
CSAH 5 Bituminous Paving	4.7	CR 53 to TH 210		\$ 1,500,000
CSAH 5 Resurfacing	7.5	TH 210 to CSAH 3	2009/2.6-2.7	\$ 1,350,000
CSAH 22 Bridge Replacement over Wakefield Brook	0.1			\$ 400,000
CR 54 Resurfacing	0.83	7th Avenue NE to CR 83	2003/2.4-2.5	\$ 180,000
			Total:	\$ 3,610,000
2026				
CSAH 14 Resurfacing/Culvert Replacements	1.88	2.3 miles NE of TH 65 to CSAH 40	2001/3.2	\$ 550,000
CSAH 14 Reconstruction	1.92	CSAH 40 to CSAH 36	2001/3.1-3.2	\$ 2,000,000
CSAH 14 Resurfacing/Culvert Replacements	4.44	CSAH 36 to State Park	2001/2.9	\$ 1,325,000
CR 62 Reconstruction (Grading and Agg. Base)	1.36	435th Street to CR 71		\$ 700,000
CR 71 Reconstruction (Grading and Agg. Base)	1			\$ 580,000
			Total:	\$ 5,155,000
Five Year Total:				\$ 24,454,928

2022-2026 Capital Road Improvement Plan Project Listing

2022 Highway Department Budget Summary

Revenue:					
	2019 Actual	2020 Actual	Adopted 2021 Budget As of 6-30-21	2021	Proposed 2022 Budget
Operating	\$ 4,678,462	\$ 4,959,470	\$ 4,745,041	\$ 1,872,233	\$ 5,468,164
Capital Equipment/Facilities	\$ 605,000	\$ 516,400	\$ 793,885	\$ 547,885	\$ 576,000
Capital Infrastructure	\$ 4,124,791	\$ 6,032,164	\$ 5,542,450	\$ 1,702,276	\$ 4,023,600
Total:	\$ 9,408,253	\$11,508,034	\$11,081,376	\$4,122,394	\$ 10,067,764
Expenditures:					
Operating	\$ 4,891,474	\$ 4,520,375	\$ 4,745,041	\$ 2,290,399	\$ 5,468,164
Capital Equipment/Facilities	\$ 770,600	\$ 787,050	\$ 793,885	\$ 811,441	\$ 576,000
Capital Infrastructure	\$ 4,210,865	\$ 6,016,514	\$ 5,542,450	\$ 1,543,765	\$ 4,023,600
Total:	\$ 9,872,939	\$11,323,939	\$11,081,376	\$4,645,606	\$ 10,067,764

2022 Budget Summary

2022 Highway Department Budget Levy Revenue Summary

	2019 Actual	2020 Actual	Adopted 2021 Budget As of 6-30-21	2021	Proposed 2022 Budget
Operating	\$ 1,260,780	\$ 1,337,007	\$ 1,344,701	\$ 280,946	\$ 1,323,634
Capital Equipment/Facilities	\$ 605,000	\$ 516,400	\$ 547,885	\$ 547,885	\$ 576,000
Capital Infrastructure	\$ 600,000	\$ 600,000	\$ 600,000	\$ 600,000	\$ 650,000
Total:	\$ 2,465,780	\$ 2,453,407	\$ 2,492,586	\$1,428,831	\$ 2,549,634
% Increase Over Previous Year's Budget:					2.29%

2022 Budget Summary



Proposed 2022 Budget

Aitkin County Land Department

- Forestry
- Parks and Trails
- Surveying/GIS

Con/Con Trust Fund (10-921)

	2020 Budgeted	2020 Actual	2021 Budgeted	2022 Proposed
Income	287,000	337,297	317,000	317,500
Expenses	-363,423	-293,197	-501,937	-532,947
Yr Total	-76,423	44,100	-184,937	-215,447

	2018	2019	2020	2021 TD
Fund Balance	899,332	950,462	1,022,356	1,066,256

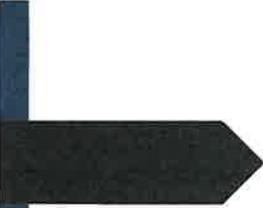


Con/Con 2022 Highlights

- Highway Gravel Projects \$150,000
- Beaver Control \$25,000
- SWCD \$50,000
- Survey/GIS Division off Levy (50%) \$244,947
- Delay ditch projects until LiDAR flown in 2026
- LiDAR project \$50,000

Forfeited Tax Sales Trust (10-923)

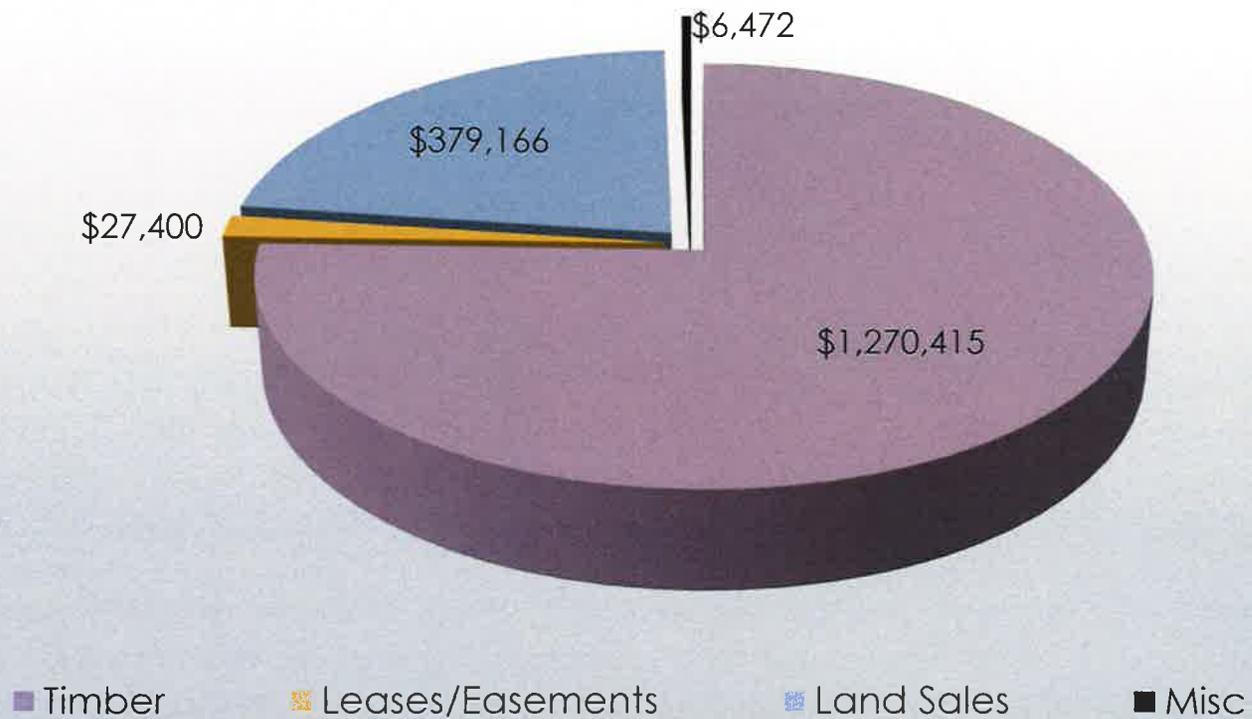
	2020 Budgeted	2020 Actual	2021 Budgeted	2022 Proposed
Income	1,500,000	1,694,288	1,400,000	1,350,000
Expenses	-910,010	-909,838	-874,335	-868,6747
Apportionment	-675,595	-823,741	-525,665	-481,326



Forfeited Tax Sale 2022 Highlights

- Lower Projected Income 2022 \$-50,000
- LiDAR Forest Inventory \$10,000
- 2023 Apportionment ↓ \$480,000
- Staff Salaries \$574,715
- Stabilize Annual Expenses
- Apportionment More Strictly Tied to Revenue

Forfeited Tax Sales Trust Revenue



Resource Development (11-925)

	2020 Budgeted	2020 Actual	2021 Budgeted	2022 Proposed
Income	490,092	875,257	423,000	465,267
Expenses	-381,821	-763,293	-566,494	-612,046
Yr Total	31,929	111,694	-139,502	

Fund 11	2017	2018	2019	2020
Balance	695,192	673,972	847,547	758,893



Resource Development 2022 Highlights

■ Forest Development	\$-110,000
■ Prescribed Burning	\$-10,000
■ Tree Planting & Care	-85,300
■ Forest Road (maint. & mowing)	\$66,000
■ Staff Salaries	\$104,607
■ Trucks	\$60,000
■ Survey/GIS Division off Levy (50%)	-244,947



Parks & Trails (21-520)

	2020 Budgeted	2020 Actual	2021 Budgeted	2022 Proposed
Income	542,102	659,090	641,160	610,100
Expenses	-577,254	-771,261	-772,916	-631,817
Yr Total	-35,152	-112,171	-139,502	-21,717

	2017	2018	2019	2020
Balance	443,026	349,698	404,609	292,440



Parks & Trails 2022 Highlights

- Increased Recreation Use of Facilities
 - Campgrounds ↑
 - ATV Trail Use ↑↑↑
- Marketing Northwoods Regional ATV Trail System
- Staff Salaries \$-132,565
- Increased Equipment needs
 - ATV, Trailer, Snowmobile \$-17,200
- Planned Reduction in GIA monies \$-69,000



Surveying & GIS (11-939)

	2020 Budgeted	2020 Actual	2021 Budgeted	2022* Proposed
Income	362,050	379,229	456,374	610,100
Expenses	-362,050	-379,229	-456,374	-631,817
Yr Total	0	0	0	0

*Second year not using Levy Dollars



Surveying & GIS 2022 Highlights

- ▶ 1 additional staff member
 - ▶ Office backlog
 - ▶ Succession Planning
- ▶ Special remonumentation projects
- ▶ Upgrading GPS equipment \$26,000
- ▶ GIS software available, CAD ↑ \$31,150
- ▶ Staff Salaries ↑ \$447,066
- ▶ Working 2 field crews

Aitkin County Board of Commissioners Board Meeting Attendance Record

Date: August 24th, 2021

Name	Please check the boxes that apply.		
	Aitkin County Citizen	Aitkin County Employee	Company Representative – please list.
Carole Holten	yes	no	HHS
Juan Hoppic	yes	yes	HHS
Dan Guide	yes	yes	ACSO
Rick Courtmanche		yes	ACLD
Randy Quale		yes	Land Surveyor
Michelle Lommel			Great River Energy
John Welle		yes	Highway Dept.
Cynthia Bennett		yes	
Carli Goble		yes	HHS
Paul Vold			KKIN
Jennifer Eisenbart			Aitkin Age