



ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS

What: Aitkin County Board Agenda

When: April 22, 2025

Where: Government Center Board Room

The public is invited to join the meeting remotely by phone call:

Phone: 1-415-655-0001

Access Code: 2552 132 4163

Meeting Password: 7282

9:00 a.m.

1) J. Mark Wedel, County Board Chair

- A) Call to Order
- B) Pledge of Allegiance
- C) Approval of the Agenda

9:00 a.m.

D) Citizens Public Comment- Comments from visitors must be informational and not exceed (5) minutes per person (when there is a large number of speakers to be heard, the Board of Commissioners may shorten this time). 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 Administrators office at 218-927-7276 option 8 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 times 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-

April 8, 2025 - April 21, 2025

B) Approve County Board Minutes-

April 8, 2025

C) Approve Electronic Funds Transfers

EFT Report thru 04.14.25

D) Approve Auditor Vouchers-

Auditor Warrants 04.04.25

E) Approve Auditor Vouchers-

Auditor Warrants - HHS 04.04.25

F) Adopt Resolution-

Search & Rescue Donation - Pliny Township

G) Approve Manual Warrants/Voids/Corrections-

ELAN 03.27.25

H) Approve Commissioner's Vouchers

Commissioner Warrants 04.11.25

I) Approve Auditor Vouchers-

Auditor Warrants - Sales/Use and Diesel Tax 04.14.25

J) Adopt Resolution-

LG220 Application for Exempt Permit - Moose-Willow Sportsman Club

K) Approve Auditor Vouchers-

Auditor Warrants - HHS 04.11.25

L) Adopt Resolution-

App for Temporary On Sale Liquor License - Jacobson Community Center

M) Adopt Resolution-

LG220 Application for Exempt Permit - Sherwood Forest Owners Association

N) Approve-

Fire Protection Contract - City of Aitkin

O) Approve-

Lake County Power Utility Easement

P) Approve-

Mastic Patch Trailer Equipment Purchase

Q) Adopt Resolution-

Application for Grant-in-Aid Funds for Snowmobile and Ski Trails

R) Approve-

JPA with Wagner Township

S) Adopt Resolution-

Final Contract Payment #20242

T) Approve Manual Warrants/Voids/Corrections-

Manual Warrants 04.14.25

9:05 a.m.

- 3) Dennis Thompson – Land Commissioner
A) Summary of 2024 Apportionment
B) 2024 Campground Summary
C) Lake Sale Summary

9:40 a.m.

- 4) Kathleen Ryan – County Auditor
A) 1st Quarter 2025 Budget Review

9:50 a.m.

- 5) Carli Goble - Health & Human Services Fiscal Supervisor
A) H&HS Quarter 1 2025 Fiscal Report

10:00 a.m.

- 6) Jim Bright – Facilities Coordinator
A) Approve Going out for HHS bids
B) Approve Wideseth proposal for B3 requirements
C) Approve Contract with Contegrity Group
D) Approve Going out for roofing bids
E) Approve Jail kitchen freezer and cooler replacement

10:40 a.m.

- 7) Mark Jeffers
A) County/Administration related Updates

10:45 a.m.

- 8) Board of Commissioners
A) Commissioner Committee Reports

ADJOURN



2B

AITKIN COUNTY BOARD OF COMMISSIONERS

April 8, 2025

9:00 a.m.

Government Center Board Room

Regular Session Minutes

1.A CALL TO ORDER

Chair Wedel called the meeting to order at 9:00 a.m.

Attendee Name	Title	Status
J. Mark Wedel	District #1	Present
Laurie Westerlund	District #2	Present
Travis Leiviska	District #3	Present
Bret Sample	District #4	Present
Michael Kearney	District #5	Present
	County Administrator	
April Kellerman	Administrative Assistant	Absent

1.B PLEDGE OF ALLEGIANCE

1.C APPROVAL OF AGENDA

Motion to: Approve the agenda.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Laurie Westerlund
SECONDER: Commissioner Michael Kearney

1.D Citizens Public Comment - None

2 CONSENT AGENDA

Motion to: Approve the Consent Agenda.

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Travis Leiviska
SECONDER: Commissioner Laurie Westerlund

A) Correspondence File-

March 25, 2025 - April 7, 2025

B) Approve County Board Minutes-

March 25, 2025

C) Approve Electronic Funds Transfers

Total	\$997,982.77
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D) Approve Auditor Vouchers-

Auditor Warrants - HHS 03.21.25

HHS	\$91,996.76					Total	\$91,996.76
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E) Approve Commissioner's Vouchers

Commissioner Warrants 03.28.25

General	\$152,134.80	Reserves	\$54.29	R&B	\$131,906.43	Unorgan.	\$800.00
HHS	\$1,178.00	State	\$6,668.00	Trust	\$6,752.85	Forest	\$8,394.94
Taxes	\$398.00	LLCC	\$517.95	Parks	\$149.99	Total	\$308,955.25

F) Adopt Resolution-

LG220 Application for Exempt Gambling - Ducks Unlimited Aitkin Area

G) Approve Manual Warrants/Voids/Corrections-

ELAN 03.13.25

General	\$9,836.78	Trust	(\$75.00)	LLCC	\$140.47	R&B	\$1,242.93
HHS	\$488.62					Total	\$11,633.80

H) Approve Auditor Vouchers-

Auditor Warrants - HHS 03.28.25

HHS	\$28,459.84					Total	\$28,459.84
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I) Approve Manual Warrants/Voids/Corrections-

Manual Warrants 03.31.25

General	\$2,349.49					Total	\$2,349.49
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J) Adopt Resolution-

LG214 Premises Permits - Tamarack Sno-Flyers

K) Adopt Resolution-

LG220 Application for Exempt Permit - Moose-Willow Sportsman Club

L) Adopt Resolution-

2024 Annual Apportionment Percentages of Forfeited Tax Sales

M) Adopt Resolution-

2024 Annual Apportionment of Forfeited Tax Sales

N) Approve-

Purchase two new Ford trucks

O) Adopt Resolution-

Final Contract Payment #20244

Regular Agenda

3A Mark Jeffers

Informational Only

HOPE Presentation

RESULT: INFORMATIONAL ONLY

MOVER:

SECONDER:

3B Mark Jeffers

Informational Only

Aitkin County CHA & CHIP Presentation

RESULT: INFORMATIONAL ONLY

MOVER:

SECONDER:

4A Mark Jeffers – Economic Development Coordinator

Motion to:

Award Business Development & Recreation Grants

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Bret Sample

SECONDER: Commissioner Travis Leiviska

Mark Jeffers – Economic Development Coordinator

4B **Motion to:**

Approve Support Letter Mille Lacs Energy

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Laurie Westerlund

SECONDER: Commissioner Travis Leiviska

Mark Jeffers – Economic Development Coordinator

4C **Motion to:**

Approve Support Letter East Central Energy

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Michael Kearney

SECONDER: Commissioner Bret Sample

5A John Welle – County Engineer

Motion to:

Approve Engineering Services Agreement

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Bret Sample

SECONDER: Commissioner Travis Leiviska

6A Andrew Carlstrom – Environmental Services Director

Motion to:

Approve Residential Waste Electronics Collection

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Laurie Westerlund

SECONDER: Commissioner Travis Leiviska

6B Andrew Carlstrom – Environmental Services Director

Motion to:

Request rescinding of Resolution 20250311-032

ROLL CALL VOTE: Approve Unanimously (5-0) with recommended changes

MOVER: Commissioner Bret Sample

SECONDER: Commissioner Michael Kearney

6C Andrew Carlstrom – Environmental Services Director

Motion to:

Request Public Hearing for Proposed Feedlot

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Michael Kearney

SECONDER: Commissioner Bret Sample

May 13, 2025 at 10:00a.m. in the Aitkin County Government Center Board Room

7A Mike Dangers – County Assessor

Discussion Item

2025 Assessment Summary - Discussion Item

RESULT:

MOVER:

SECONDER:

8A Jim Bright – Facilities Coordinator

Motion to:

Approve Wideseth agreement for roofing design

RESULT: APPROVED (5 TO 0)

MOVER: Commissioner Travis Leiviska

SECONDER: Commissioner Michael Kearney

9A Bobbie Danielson – Human Resources Director

County Administrator Recruitment Update and Process Moving Forward - Direction Requested

RESULT: DIRECTION REQUESTED

MOVER:

SECONDER:

10A Board of Commissioners

Informational Only

Commissioner Committee Reports

HHS Advisory, JET, MN Rural Counties, AMC Leadership Summit

Motion to Adjourn

Motion made at 11:20 a.m.

MOVER: Commissioner Travis Leiviska

SECONDER: Commissioner Laurie Westerlund

Next Meeting: Tuesday, April 22, 2025

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

John Welle
County Engineer



Board of County Commissioners Agenda Request



Requested Meeting Date: 4/22/2025

Title of Item: EFT Report

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <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*
Submitted by: Lori Grams		Department: County Treasurer
Presenter (Name and Title): N/A		Estimated Time Needed:
Summary of Issue: EFT Report thru 4/14/2025		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

ELECTRONIC FUNDS TRANSFER**Thru April 14, 2025 Board Meeting April 22, 2025**

Abstract Number	Date	Amount	Reason
22271	4/4/25	\$6,390.00	Auditor Abstract
22272	4/4/25	\$953,893.62	Payroll Abstract
22273	4/4/25	\$24,256.10	Auditor Abstract
22274	4/11/25	\$132,224.57	Commissioner Abstract
22275	4/14/25	\$1,020.88	Auditor Abstract
22276	4/11/25	\$21,332.71	Auditor Abstract
22277	4/10/25	\$10,835.47	Manual Abstract
22278	4/14/25	\$65,742.57	Manual Abstract

\$0

Voids/No ACH

\$1,215,695.92

S:Board Report:2025 EFT Board Report Thru Date

WLB1
4/2/25

3:22PM

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



2D

Page 1

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

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

Aitkin County



Vendor No.	Name	Amount			
9026	Tenable, Inc.	6,390.00	1 Transactions		
1 Fund Total:		6,390.00	General Fund	1 Vendors	1 Transactions

WLB1
4/2/25 3:22PM

3 Road & Bridge

Aitkin County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Vendor No.	Name	Amount			
10553	ACM, LLC	12,127.70	1 Transactions		
3 Fund Total:		12,127.70	Road & Bridge	1 Vendors	1 Transactions
Final Total:		18,517.70	2 Vendors	2 Transactions	

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	6,390.00	General Fund
3	12,127.70	Road & Bridge
All Funds	18,517.70	Total

Approved by,

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

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

<u>Vendor</u>	<u>Name</u>	<u>Amount</u>	
<u>No.</u>			
14590	ACKLEY/ISAAC	575.58	6 Transactions
10481	Ahonen/Brittney	835.85	2 Transactions
9177	BAYLISS/KELLI	185.00	1 Transactions
14406	BLAKESLEY/JEFF	688.64	8 Transactions
11141	Bobenmoyer/Glen	185.00	1 Transactions
9593	Boser/Alissa	1,405.94	7 Transactions
10267	Bourassa/Makenzie	336.00	2 Transactions
10302	Brainerd Dispatch	291.49	3 Transactions
89523	Butterfield/Brenda	98.40	2 Transactions
10142	Campbell/Leigh	185.00	1 Transactions
88345	Center For Alcohol & Drug	850.00	1 Transactions
13036	Cory/Michael	467.22	7 Transactions
10319	Cross/Idere	2,616.40	2 Transactions
10855	Culligan Soft Water	146.10	3 Transactions
11051	Department of Human Services	19,417.81	7 Transactions
9682	DREWES/VICKI	185.00	1 Transactions
6111	Ekelund/Gordon	185.00	1 Transactions
11908	FIXSEN/FRED	185.00	1 Transactions
12541	FOSTER/DAWN	185.00	1 Transactions
10415	Heins/Darla	185.00	1 Transactions
10539	Henderson/Amy	161.00	1 Transactions
12695	HENKE/JENNIFER	110.40	1 Transactions
10526	Jarvela/Jennifer	94.72	2 Transactions
10515	Kliber/Kurt	185.00	1 Transactions
10108	Lewis/Shawn M	185.00	1 Transactions
9804	MAYER/PAT	174.00	1 Transactions
9182	MCTMAHON/ANNE K	185.00	1 Transactions
9456	Meger/Shanda	496.26	3 Transactions
9692	Minnesota Energy Resources Corporation	666.89	3 Transactions
10300	Monson/Vicki & Jared	1,043.77	1 Transactions
13296	NORDQUIST/JOHN	185.00	1 Transactions
3639	Northland Counseling Ctr Inc	2,247.75	9 Transactions
10401	Olson/Shelley	185.00	1 Transactions
10116	Pratt/Sarah	181.83	6 Transactions
10657	Quadiant (HHS)	220.80	3 Transactions
12010	RADUENZ/ RODNEY	185.00	1 Transactions

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



<u>Vendor</u>	<u>Name</u>	<u>Amount</u>	
<u>No.</u>			
9360	Redwood Toxicology Laboratory, Inc.	202.89	1 Transactions
9178	Ross/Amy	253.72	2 Transactions
9127	RUSCHMEIER/JEFF A	185.00	1 Transactions
13876	SCHOENROCK/ADAM	204.19	2 Transactions
10376	Schumm/Morgan	10.78	1 Transactions
10538	Schwagel/Mary	185.00	1 Transactions
10275	Seebeck/Robert & Patricia	3,073.96	2 Transactions
9618	Seffl/Michelle	185.00	1 Transactions
14811	Seguin/Cathy	185.00	1 Transactions
10115	Smith/Vanessa	1,521.90	1 Transactions
10698	Stericycle, Inc	150.50	4 Transactions
10262	Stokes/Lesa & Eric	1,140.49	1 Transactions
86235	The Office Shop Inc	2,800.14	7 Transactions
10585	Trotter/Denny	800.00	1 Transactions
11728	Tuil/Jennifer	183.00	1 Transactions
3518	Voyageur Press Of McGregor, Inc	47.00	1 Transactions
10440	Young/Griffin	498.37	3 Transactions
Final Total		47,343.79	53 Vendors
			125 Transactions



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	30.10	General Fund	
	5	47,313.69	Health & Human Services	
	All Funds	47,343.79	Total	Approved by,
			
			



Board of County Commissioners Agenda Request

2F

Agenda Item #

Requested Meeting Date: 4/22/2025**Title of Item:** Search & Rescue Donation - Pliny Township

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <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*
Submitted by: Sheriff Dan Guida		Department: Sheriff
Presenter (Name and Title): Sheriff Dan Guida		Estimated Time Needed:
Summary of Issue Pliny Township has donated \$200.00 to the all-volunteer Aitkin County Search & Rescue group to assist with the purchase of drone equipment & training.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Recommend accepting donation		
Financial Impact: <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.

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

ADOPTED April 22, 2025

By Commissioner: xxx

20250422-xxx

Search & Rescue Donation – Pliny 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:

Pliny Township	\$200.00
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WHEREAS, the terms or conditions of the donations, if any, are as follows:

Pliny Township	Aitkin County Search and Rescue
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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 xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

xxx MEMBERS PRESENT

All Members Voting xxx

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

I, John Welle, County Engineer, 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 22nd day of April 2025, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 22nd day of April 2025

John Welle
County Engineer

WLB1
4/7/25 12:00PM

3 Road & Bridge

Aitkin County

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



2G

Vendor No.	Name	Amount			
5462	Bremer Bank (Elan ACH)	225.97	3 Transactions		
3 Fund Total:		225.97	Road & Bridge	1 Vendors	3 Transactions
Final Total:		225.97	1 Vendors	3 Transactions	

WLB1
4/7/25 12:00PM

Aitkin County



Vendor	<u>Name</u>	<u>Amount</u>			
	<u>No.</u>				
5462	Bremer Bank (Elan ACH)	4,814.07	28	Transactions	
1 Fund Total:		4,814.07	General Fund	1 Vendors	28 Transactions

WLB1
4/7/25 12:00PM
11 Forest Development

Aitkin County



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

Page 3

Vendor		<u>Name</u>	<u>Amount</u>			
		<u>No.</u>				
5462		Bremer Bank (Elan ACH)		628.08	1 Transactions	
11 Fund Total:			628.08	Forest Development	1 Vendors	1 Transactions

WLB1

4/7/25

12:00PM

19 Long Lake Conservation Cen

Aitkin County



Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 4

Vendor	<u>Name</u>	<u>Amount</u>			
5462	Bremer Bank (Elan ACH)	326.56	3 Transactions		
19 Fund Total:		326.56	Long Lake Conservation Center	1 Vendors	3 Transactions
Final Total:		5,768.71	3 Vendors	32 Transactions	

Aitkin County



Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	225.97	Road & Bridge
All Funds	225.97	Total

Approved by,
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Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	4,814.07	General Fund
11	628.08	Forest Development
19	326.56	Long Lake Conservation Center
All Funds	5,768.71	Total

Approved by,

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Total Elan paid 3.27.25 = \$5994.68

WLB1
4/8/25

9:22AM

Aitkin County



2H

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 1

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

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

1 General Fund

Vendor No.	Name	Amount	
9562	Advanced Business Methods, Inc.	230.35	2 Transactions
50	Aitkin Body Shop, Inc	2,276.42	1 Transactions
86359	Aitkin Co Attorney	1,275.00	1 Transactions
86222	Aitkin Independent Age	8,469.50	18 Transactions
170	Aitkin Motor Company	139,642.00	4 Transactions
9893	Allina Health	424.30	1 Transactions
9561	Amazon Business	3,439.00	31 Transactions
14005	American Tower Corporation	413.20	1 Transactions
10452	AT&T Mobility	562.18	2 Transactions
15240	AT&T Mobility (Central Serv)	438.34	5 Transactions
86467	Auto Value Aitkin	190.99	1 Transactions
14578	AutoSmith Service Group, LLC	8,134.09	1 Transactions
612	BCA Training	75.00	1 Transactions
552	Betley/Terry J	119.40	2 Transactions
10302	Brainerd Dispatch	291.49	1 Transactions
10118	Bristow/Jane	251.40	2 Transactions
10442	Bureau of Criminal Apprehension	375.00	1 Transactions
783	Canon Financial Services, Inc	47.07	1 Transactions
10520	Charter Communications Holding (Sheriff)	208.58	1 Transactions

1 General Fund

Vendor No.	Name	Amount	
15142	Christensen/Charles	529.20	6 Transactions
10855	Culligan Soft Water	152.40	2 Transactions
9832	Darktrace Holdings Limited	35,928.00	1 Transactions
88880	Datacomm Computers & Networks Inc	1,026.00	1 Transactions
10231	eGoldfax	247.21	1 Transactions
10586	Fresenius Medical Center	2,000.00	3 Transactions
1775	Galls LLC	531.46	7 Transactions
11634	Gammello & Pearson PLLC	882.00	12 Transactions
1754	Garrison Disposal Company, Inc	692.22	1 Transactions
10426	Grainger	1,206.86	1 Transactions
1976	Haberkorn & Bright Law Offices, LTD	4,945.00	10 Transactions
2340	Hyytinen Hardware Hank	113.20	3 Transactions
6121	Identisys	285.37	1 Transactions
10407	Kellerman/April	29.38	1 Transactions
10379	KnowBe4, Inc.	12,106.80	1 Transactions
14967	KNOWiNK LLC	750.00	1 Transactions
14832	Kulifaj / Stephen	86.60	2 Transactions
11990	Lange/David	168.90	2 Transactions
9486	Larson Plumbing & Heating of Aitkin Inc.	129.76	1 Transactions
9046	Loffler Companies, Inc.	899.39	22 Transactions

1 General Fund

Vendor No.	Name	Amount	
3225	MACVSO	1,000.00	4 Transactions
9208	Mapes FNP-C, Mary	6,250.00	1 Transactions
12048	McDowell Agency, Inc./The	27.50	1 Transactions
9825	McGregor Print Pros, LLC	45.00	1 Transactions
3334	MCIT	59.00	1 Transactions
9694	Midwest Lock & Door, Inc.	2,301.00	1 Transactions
12927	Midwest Machinery Co.	2,553.07	1 Transactions
9692	Minnesota Energy Resources Corporation	3,265.09	4 Transactions
11997	Minnesota Monitoring, Inc	1,056.00	1 Transactions
10421	MN Department of Corrections	9,300.00	1 Transactions
10506	Neumann/Gregory J	471.32	4 Transactions
10036	OSM	128.00	1 Transactions
91025	Otter Tail County Sheriff's Office	53.00	1 Transactions
3789	Pan-O-Gold Baking Company	170.80	1 Transactions
3810	Paulbeck's County Market	539.69	3 Transactions
10085	Payment/Greg	119.99	1 Transactions
9808	Performance Foodservice	5,137.21	9 Transactions
3950	Public Utilities	10,238.20	9 Transactions
4010	Rasley Oil Company	85.18	2 Transactions
11187	Regents Of The University of Minnesota	25,300.00	2 Transactions

WLB1

4/8/25

9:22AM

Aitkin County



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 5

1 General Fund

Vendor No.	Name	Amount	
12930	River Oaks Dental	430.00	1 Transactions
9151	River Valley Forensic Services PA	850.00	2 Transactions
9261	RTVision, Inc.	472.72	1 Transactions
10225	Shaffer/Paul T.	3,431.25	1 Transactions
9930	SHI International Corp.	13,325.00	1 Transactions
10879	Shred-It	232.13	1 Transactions
14814	Snyder/Tara	595.65	2 Transactions
4681	Streichers	1,878.90	1 Transactions
10273	T-Mobile USA Inc	165.00	1 Transactions
13119	TalkPoint Technologies, Inc	521.65	1 Transactions
9691	The Master's Touch, LLC	1,401.86	1 Transactions
86235	The Office Shop Inc	2,535.17	7 Transactions
13934	The Tire Barn	883.35	9 Transactions
5173	Thomson Reuters-West Publishing	2,176.33	2 Transactions
9617	Timber Lakes Septic Service, Inc.	325.00	1 Transactions
8612	Veenker/Thomas H	146.00	2 Transactions
14558	Verizon Wireless-VCET	1,140.00	6 Transactions
3518	Voyageur Press Of McGregor, Inc	125.00	1 Transactions
9931	WEX BANK - Community Corrections	36.97	1 Transactions

1 Fund Total:

328,345.09

General Fund

78 Vendors

247 Transactions

Vendor No.	Name	Amount			
90510	4 Imprint, Inc.	876.17	1 Transactions		
9561	Amazon Business	395.00	1 Transactions		
1754	Garrison Disposal Company, Inc	1,652.00	1 Transactions		
10289	Roger's Two Way Radio, Inc.	570.00	1 Transactions		
86235	The Office Shop Inc	299.00	1 Transactions		
9091	The Sherwin-Williams Company	895.38	2 Transactions		
2 Fund Total:		4,687.55	Reserves Fund	6 Vendors	7 Transactions

WLB1

4/8/25

9:22AM

Aitkin County

**3** Road & Bridge

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 7

<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>	
14943	1ST AYD CORPORATION	223.80	1 Transactions
195	Aitkin Tire Shop	3,075.00	5 Transactions
9561	Amazon Business	102.14	3 Transactions
86467	Auto Value Aitkin	1,381.90	41 Transactions
660	Blaszak/Florian D.	200.00	1 Transactions
163	Charter Communications Holdings (R&B)	143.13	1 Transactions
2763	Countryside Sanitation, LLC	198.90	2 Transactions
10855	Culligan Soft Water	55.00	1 Transactions
1491	Dutch's Electric, Inc	7,250.00	1 Transactions
7935	East Central Energy	170.42	2 Transactions
8622	Frontier Communications Holdings LLC	524.97	3 Transactions
1754	Garrison Disposal Company, Inc	140.28	1 Transactions
1880	Gravelle Plumbing & Heating, Inc	959.11	1 Transactions
2340	Hyytinen Hardware Hank	160.90	5 Transactions
10583	JON PATRICK INC	3,580.00	1 Transactions
10517	KARELS HARDWARE CO	44.47	1 Transactions
11985	Kazmerzak/Paul	18.41	4 Transactions
7899	Locators & Supplies, Inc	297.48	1 Transactions
9046	Loffler Companies, Inc.	96.36	1 Transactions

WLB1

4/8/25

9:22AM

Aitkin County



3 Road & Bridge

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 8

Vendor No.	Name	Amount	
15300	MCGREGOR ACE HARDWARE	5.56	2 Transactions
9692	Minnesota Energy Resources Corporation	697.02	1 Transactions
5556	MN Board Of Water & Soil Resources	500.00	1 Transactions
8436	Northland Parts	52.47	3 Transactions
10720	Nuss Truck Group Inc	3,388.03	7 Transactions
10412	O'Reilly Auto Parts	74.57	2 Transactions
3950	Public Utilities	273.46	4 Transactions
14785	Pylvanen/Scott	200.00	1 Transactions
15211	Quality Disposal Systems Inc	77.22	1 Transactions
4070	Riley Auto Supply	281.31	4 Transactions
7568	Shipman Auto Parts	250.00	1 Transactions
8300	Smith/Greg	186.49	1 Transactions
14830	Thompson/Bryce	273.00	2 Transactions
10930	Tidholm Productions	397.85	1 Transactions
9642	WEX BANK - Highway Dept	4,078.97	20 Transactions

3 Fund Total:	29,358.22	Road & Bridge	34 Vendors	127 Transactions
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WLB1
4/8/25 9:22AM
5 Health & Human Services

Aitkin County

Audit List for Board COMMISSIONER'S VOUCHERS ENTRIES



Vendor No.	Name	Amount			
9046	Loffler Companies, Inc.	422.99	4 Transactions		
5 Fund Total:		422.99	Health & Human Services	1 Vendors	4 Transactions

Aitkin County



Vendor No.	Name	Amount			
4580	Mn Dept Of Finance	27,452.21	10 Transactions		
3375	Mn Dept Of Health	807.50	2 Transactions		
9 Fund Total:		28,259.71	State	2 Vendors	12 Transactions

WLB1

4/8/25

9:22AM

Aitkin County



Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 11

10 Trust

Vendor No.	Name	Amount	
9562	Advanced Business Methods, Inc.	191.51	1 Transactions
170	Aitkin Motor Company	134.08	2 Transactions
9561	Amazon Business	23.07	1 Transactions
10452	AT&T Mobility	659.90	1 Transactions
13725	Beartooth Hardware Inc	12.45	1 Transactions
10024	Bobcat of Brainerd	416.49	1 Transactions
10855	Culligan Soft Water	97.40	1 Transactions
1754	Garrison Disposal Company, Inc	110.30	1 Transactions
9046	Loffler Companies, Inc.	42.84	1 Transactions
9692	Minnesota Energy Resources Corporation	311.87	1 Transactions
10412	O'Reilly Auto Parts	74.62	2 Transactions
3950	Public Utilities	253.83	1 Transactions
5791	Sappi	444.60	1 Transactions
10455	Temco	295.51	2 Transactions
86235	The Office Shop Inc	82.25	1 Transactions
5173	Thomson Reuters-West Publishing	3,009.83	2 Transactions

10 Fund Total:**6,160.55****Trust****16 Vendors****20 Transactions**

Aitkin County



Vendor No.	Name	Amount			
9561	Amazon Business	57.39	1 Transactions		
13725	Beartooth Hardware Inc	12.99	1 Transactions		
9046	Loffler Companies, Inc.	21.41	1 Transactions		
10982	PRT USA Inc.	5,698.00	1 Transactions		
13934	The Tire Barn	68.16	1 Transactions		
11 Fund Total:		5,857.95	Forest Development	5 Vendors	5 Transactions

WLB1

4/8/25

9:22AM

Aitkin County



19 Long Lake Conservation Cen

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Page 13

Vendor No.	Name	Amount			
9562	Advanced Business Methods, Inc.	90.05	1 Transactions		
85003	Aitkin County DAC	64.01	2 Transactions		
9561	Amazon Business	423.94	13 Transactions		
15300	MCGREGOR ACE HARDWARE	36.97	1 Transactions		
3160	Mille Lacs Energy Coop-Albert Lea	4,831.05	5 Transactions		
14812	SCI Broadband/Savage Communications	653.85	1 Transactions		
86235	The Office Shop Inc	6.21	1 Transactions		
10930	Tidholm Productions	46.00	1 Transactions		
4968	Upper Lakes Foods, Inc	754.86	1 Transactions		
19 Fund Total:		6,906.94	Long Lake Conservation Center	9 Vendors	26 Transactions

Vendor No.	Name	Amount			
9561	Amazon Business	19.99	1 Transactions		
13725	Beartooth Hardware Inc	75.33	3 Transactions		
9625	Blind Lake ATV Club	8,337.05	2 Transactions		
3024	Kingsley/Russell Lee	6,912.50	2 Transactions		
9358	McNeil Excavating	5,100.00	1 Transactions		
3160	Mille Lacs Energy Coop-Albert Lea	69.00	1 Transactions		
12182	Northwoods Quads	853.06	1 Transactions		
3950	Public Utilities	75.84	2 Transactions		
10339	White Pine Riders	15,999.59	3 Transactions		
21 Fund Total:		37,442.36	Parks	9 Vendors	16 Transactions



Vendor	<u>Name</u>	<u>Amount</u>			
10366	ArcaSearch, LLC	8,080.50	1 Transactions		
10582	Sam's Custom Meats	3,865.13	1 Transactions		
22 Fund Total:		11,945.63	Coronavirus Relief Fund	2 Vendors	2 Transactions
Final Total:		459,386.99	162 Vendors	466 Transactions	

Aitkin County

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
1	328,345.09	General Fund	
2	4,687.55	Reserves Fund	
3	29,358.22	Road & Bridge	
5	422.99	Health & Human Services	
9	28,259.71	State	
10	6,160.55	Trust	
11	5,857.95	Forest Development	
19	6,906.94	Long Lake Conservation Center	
21	37,442.36	Parks	
22	11,945.63	Coronavirus Relief Fund	
All Funds	459,386.99	Total	Approved by,
		
		

WLB1
4/9/25

11:19AM

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



2I

Page 1

Print List in Order By:

1	1 - Fund (Page Break by Fund)
	2 - Department (Totals by Dept)
	3 - Vendor Number
	4 - Vendor Name

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

Aitkin County



Vendor No.	Name	Amount			
89991	Bremer Bank	99.04	37 Transactions		
1 Fund Total:		99.04	General Fund	1 Vendors	37 Transactions

3 Road & Bridge

Aitkin County

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



Vendor No.	Name	Amount			
89991	Bremer Bank	668.73	33 Transactions		
3 Fund Total:		668.73	Road & Bridge	1 Vendors	33 Transactions

WLB1
4/9/25 11:19AM
10 Trust

Aitkin County

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



Vendor No.	Name	Amount			
89991	Bremer Bank	36.99		1 Transactions	
10 Fund Total:		36.99	Trust	1 Vendors	1 Transactions

WLB1
4/9/25 11:19AM
19 Long Lake Conservation Cen

Aitkin County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



Vendor	<u>Name</u>	<u>Amount</u>			
89991	Bremer Bank	52.72	6 Transactions		
19 Fund Total:		52.72	Long Lake Conservation Center	1 Vendors	6 Transactions

WLB1
4/9/25 11:19AM
21 Parks

Aitkin County

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



Vendor No.	Name	Amount			
89991	Bremer Bank	163.40		18 Transactions	
21 Fund Total:		163.40	Parks	1 Vendors	18 Transactions
Final Total:		1,020.88	5 Vendors	95 Transactions	



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	99.04	General Fund	
	3	668.73	Road & Bridge	
	10	36.99	Trust	
	19	52.72	Long Lake Conservation Center	
	21	163.40	Parks	
	All Funds	1,020.88	Total	Approved by,
			
			



Board of County Commissioners Agenda Request

2J
Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: LG220 Application for Exempt Permit - Moose-Willow Sportsman Club

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <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*
Submitted by: Christy M. Bishop		Department: Auditor's Office
Presenter (Name and Title): N/A		Estimated Time Needed: N/A
Summary of Issue: Application for Minnesota Lawful Gambling: LG 220 Application for Exempt Permit Moose-Willow Sportsman Club Event (Raffle) location will take place at Corner Club 60967 US Highway 169 Hill City: Macville Township. Event Date: 11/15/2025 Gambling Permit Application		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: See attached proposed 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 checked="" type="checkbox"/> No Please Explain:		

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

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

ADOPTED April 22, 2025

By Commissioner: xxx

20250422-xxx

LG 220 Permit – Moose-Willow Sportsman Club

BE IT RESOLVED, The Aitkin County Board of Commissioners agrees to approve the Application for Exempt Permit – Form LG220 – for the Moose-Willow Sportsman Club, at the following location: Corner Club 60967 US Highway 169 Hill City, MN 55748 – Macville Township. (Note: Date of activity for Raffle – November 15, 2025.)

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

xxx MEMBERS PRESENT

All Members Voting xxx

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

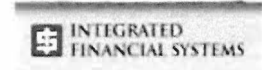
I, John Welle, County Engineer, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 22nd day of April 2025, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 22nd day of April 2025

John Welle
County Engineer

2K

Aitkin County



crs1
4/10/25 11:26AM

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES

Page 1

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

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

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

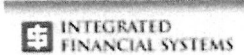
Save Report Options?: Y

crs1
4/10/25 11:26AM
Health & Human Services

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 2

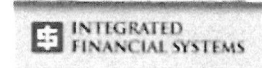
<u>Vendor</u>	<u>Name</u>	<u>Amount</u>	
	<u>No.</u>		
14590	ACKLEY/ISAAC	287.79	3 Transactions
86359	Aitkin Co Attorney	3,180.00	1 Transactions
88284	Aitkin Co Recorder	13.00	1 Transactions
9608	AMAZON CAPITAL SERVICES (HHS only)	468.82	7 Transactions
10181	Anderson/Marcia	73.43	6 Transactions
10286	Arrows Family Services	280.00	1 Transactions
10110	AT&T Mobility (HHS)	2,498.89	18 Transactions
10152	Blunt/Patrick	66.50	6 Transactions
89523	Butterfield/Brenda	57.60	1 Transactions
9483	Cahoon/Jeana	800.65	2 Transactions
9853	Chamberlin/Richard & Berdine	753.95	4 Transactions
13036	Cory/Michael	614.00	8 Transactions
10399	Cox/Lisa	132.43	1 Transactions
11051	Department of Human Services	361.00	1 Transactions
9846	Ehlke-Bejcek/Sara	68.81	6 Transactions
10590	Fairchild/Dawn	300.00	1 Transactions
15136	HOPPE/JOEL	81.62	6 Transactions
10591	Leidenfrost/Scott	116.00	1 Transactions
10435	LexisNexis Risk Solutions FL Inc.	180.00	1 Transactions
9833	Merkel Voy/Dusti	1,524.89	1 Transactions
5910	Mille Lacs Band Family Services	8,511.67	7 Transactions
11132	MN DEPT OF HEALTH	25.00	1 Transactions
14877	NEMITZ/BILINDA	340.58	3 Transactions
86005	NORTHWOOD CHILDRENS HOME - MAIN	5,541.54	1 Transactions
10587	Peterson Johnson Funeral Home	1,700.00	1 Transactions
9309	Ramsdell/Mandy	5,000.00	1 Transactions
4010	Rasley Oil Company	445.23	5 Transactions
14518	ROSS RESOURCES, LTD	3,393.00	2 Transactions
88859	Spee*Dee-St Cloud	180.56	1 Transactions
14390	TANGE, MSW/PHILIP B	450.00	2 Transactions
86235	The Office Shop Inc	55.49	3 Transactions
9567	THOMPSON/ANESSA	165.95	2 Transactions
13239	Village Ranch, Inc.	11,484.88	8 Transactions
9615	WEX BANK - HHS	295.79	2 Transactions
5128	Widseth Smith & Nolting Inc	24,820.00	3 Transactions
90947	Wyant/Amy M	35.00	3 Transactions

crs1
4/10/25 11:26AM
Health & Human Services

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Page 3

Vendor Name
No.

Amount

Final Total

74,304.07

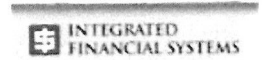
36 Vendors

121 Transactions

Aitkin County

Audit List for Board

AUDITOR'S VOUCHERS ENTRIES



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
5	74,304.07	Health & Human Services
All Funds	74,304.07	Total

Approved by,

.....

.....



Board of County Commissioners Agenda Request

2L

Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: App for Temporary On Sale Liquor License - Jacobson Community Center

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <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*
Submitted by: Christy M. Bishop		Department: Auditor's Office
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: Jacobson Community Center Application for Temporary On Sale Liquor License on May 25, 2025. Event will take place at Jacobson Community Center 65534 Great River Road Jacobson, MN 55752		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: To approve the Temporary On-Sale Liquor License for Jacobson Community Center - River Road Rock Jam (Dance) on July 19, 2024.		
Financial Impact: <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.

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

ADOPTED April 22, 2025

By Commissioner: xxx

20250422-xxx

Temporary On-Sale Liquor License – Jacobson Community Center

NOW THEREFORE BE IT RESOLVED, the Aitkin County Board of Commissioners approves a Temporary **On-Sale Liquor License** for May 25, 2025.

Jacobson Community Center – Ball Bluff Township – 65534 Great River Rd Jacobson, MN 55752

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

xxx MEMBERS PRESENT

All Members Voting xxx

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

I, John Welle, County Engineer, 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 22nd day of April 2025, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 22nd day of April 2025

John Welle
County Engineer



Board of County Commissioners Agenda Request



Requested Meeting Date: April 22, 2025

Title of Item: LG220 Application for Exempt Permit - Sherwood Forest Owners Association

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <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*
Submitted by: Christy M. Bishop		Department: Auditor's Office
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: Note: Date change of previously approved LG220 Current Event Date: August 8, 2025 Gambling Permit Application for Sherwood Forest Owners Association. Raffle to be held at Sherwood Forest located at 21927 US Highway 169 Aitkin, MN 56431 - Hazelton Township		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Motion to adopt 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 checked="" type="checkbox"/> No <i>Please Explain:</i>		



SHERWOOD FOREST
OWNERS ASSOCIATION

Hello- We made a mistake and put the incorrect date on the SFOA's raffle application. The raffle is scheduled to be conducted on Friday the 8th of August. This is regarding Permit number X-94263-25-004.

Thank You. Jeff Tollefson

President of Sherwood Forest Owner's Association



MINNESOTA

GAMBLING CONTROL BOARD

Frequently Asked Questions about Exempt/Excluded Permits

Please read the following answers to the most frequently asked questions.

1. May we use theatre tickets for our raffle?

Yes, an organization may use theatre tickets that contain sequential numbers if:

- a list of prizes and a statement of other relevant information is made available to persons purchasing tickets; and
- the tickets are sold only at the event and on the date when winning tickets are drawn.

(NOTE: Licensed organizations may not use theatre tickets for raffles.)

2. We would like to change our raffle date. Do we need to submit a new application for exempt permit?

No. Just send a letter stating the reasons why the date needs to be changed, signed by the CEO and local unit of government (city or county approval). Mail to: Gambling Control Board, 1711 West County Road B, Suite 300 South, Roseville, MN 55113. See Lawful Gambling Manual, Chapter 7 Raffles (/gcb/assets/man7raffles_tcm1192-550328.pdf), for changing a raffle date.

3. What information must be printed on a raffle ticket?

See the Lawful Gambling Manual, Chapter 7 Raffles (/gcb/assets/man7raffles_tcm1192-550328.pdf). View a sample raffle ticket (/gcb/assets/infosheetsampleraffticket_tcm1192-550193.pdf).

4. For our 50/50 raffle, may we take out our expenses before splitting the pot?

No, 50/50 raffles (or 60/40 or any other percentage) must be based on gross receipts. See Minnesota Rules, part 7861.0310, subpart 7a (https://www.revisor.mn.gov/rules/?id=7861.0310#rule.7861.0310.7a). (This applies to licensed organizations and to exempt/excluded organizations.)

5. Do we have to list all prizes on the raffle ticket?

No. However, at a minimum the three most expensive prizes must be listed on the raffle ticket. If additional prizes will be awarded, the raffle ticket must state, "A complete list of additional prizes is available upon request."

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

ADOPTED April 22, 2025

By Commissioner: xxx

20250422-xxx

LG 220 Permit – Sherwood Forest Owners Association

BE IT RESOLVED, The Aitkin County Board of Commissioners agrees to approve the amended event date application for Exempt Permit – Form LG220 – for the Sherwood Forest Owners Association, at the following location 21927 US Highway 169 Aitkin, MN 56431 – Hazelton Township. (Note: Date of activity for Raffle – August 8, 2025.)

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

xxx MEMBERS PRESENT

All Members Voting xxx

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

I, John Welle, County Engineer, 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 22nd day of April, 2025, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 22nd day of April, 2025

John Welle
County Engineer



Board of County Commissioners Agenda Request

2N

Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: Fire Protection Contract - City of Aitkin

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
Submitted by: Kathleen Ryan, County Auditor		Department: Auditor
Presenter (Name and Title): Kathleen Ryan, County Auditor		Estimated Time Needed:
Summary of Issue: Approve and authorize signatures to the Fire Protection Contract for the Unorganized Town of 48-27 with Aitkin Fire Department.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve and authorize Board Chair signature to the contract with Aitkin Fire Department.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping?</i> \$ 1522.15 <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> Fire Protection is budgeted each year as part of the Unorganized Township Budgets.		



April 9th, 2025

RE: Fire Contract

Township Officials,

Enclosed you will find the 5-year Fire Protection Contract with the City of Aitkin for the period of 1/1/2026 to 12/31/2030. There are two copies – both copies have been signed by the Mayor and City Administrator. Please sign and return a copy to the City Administrator's Office by August 15th, 2025 and keep another copy for your files.

If you have any questions please call Fire Chief, Brian Pisarek at 218-838-0102.

Sincerely,
Samantha Sass
City Clerk

Enclosures

www.ci.aitkin.mn.us

130 Southgate Drive – Suite 200 • Aitkin, MN 56431
• 218/927-2527 • Fax 218/927-1834



FIRE CONTRACT

This contract is made and entered into this 1st day of January, 2026 between the City of Aitkin, Aitkin County, Minnesota, 130 Southgate Drive – Suite 200, a public corporation (“City”), and Unorganized T48N-R27W Township, Aitkin County, Minnesota, c/o Kathleen Ryan, County Auditor, 307 2nd Street NW – Room 121, Aitkin, MN 56431, a public corporation (“Town”).

In consideration of the mutual promises and agreements hereinafter set forth the parties do hereby agree as follows:

1. **Fire Service.** Town agrees to purchase from City, and City agrees to provide Town, the following fire services:

- | | |
|---|---|
| <ul style="list-style-type: none"><input type="checkbox"/> Structural Firefighting<ul style="list-style-type: none"><input type="checkbox"/> External Structural Firefighting<input type="checkbox"/> Interior Structural Firefighting<input type="checkbox"/> Grass/Forest Firefighting – for value protection<input type="checkbox"/> General Firefighting<ul style="list-style-type: none"><input type="checkbox"/> Vehicles & Equipment<input type="checkbox"/> Carbon Monoxide Calls<input type="checkbox"/> Other Non-Structural Firefighting<input type="checkbox"/> Rescue<ul style="list-style-type: none"><input type="checkbox"/> Vehicle & Equipment Extrication<input type="checkbox"/> General Search & Rescue<input type="checkbox"/> Confined Space Rescue<input type="checkbox"/> High Level Rescue<input type="checkbox"/> Water Rescue | <ul style="list-style-type: none"><input type="checkbox"/> Emergency Medical Services<ul style="list-style-type: none"><input type="checkbox"/> Fire Scenes<input type="checkbox"/> Rescue Scenes<input type="checkbox"/> General Medicals<ul style="list-style-type: none">Level of Emergency Medical Response<input type="checkbox"/> First Responder<input type="checkbox"/> Hazardous Materials Response<ul style="list-style-type: none">Level of Hazardous Materials Response<input type="checkbox"/> First Responder, Awareness<input type="checkbox"/> First Responder, Operations<input type="checkbox"/> Disaster Response<input type="checkbox"/> Other actions determined by chief and department |
|---|---|
- SOG's _____

The services indicated above are further explained, or limited, as follows:

- a. **Allocation of Resources.** The parties understand the fire department officer in charge of the particular scene shall exercise judgment to determine, in consideration of all the established policies, guidelines, procedures, and practices, how best to allocate the available resources of the fire department under the circumstances of a given situation. Failure to provide fire services because of poor weather conditions or other conditions beyond the control of City shall not be deemed a breach of this contract.
 - b. **No Guarantee.** The parties understand and agree City will endeavor to provide the services indicated above to the best of its ability given the circumstances, but City makes no guarantees that the services it actually provides in a given situation will meet any particular criteria or standard.
2. **Payment.** Town agrees to pay City annually during the term of this contract the Payment Amount determined annually according to the following formula:

The following percentages relate specifically to Town in relation to the entire territory to which City provides fire services as the primary service provider (e.g., the entire City, Town's Service Territory, and all

or any portions of other cities, towns, or unorganized territories included in the City's primary service area).

Number of fire service points assigned to Town
Cumulative over last three years: _____%

Net Tax capacity of the township or city
_____%

Total: _____% ÷ 2 = _____% of Town Cost Allocation

Total Fire Department Annual Operational Budget
for the upcoming year: \$ _____

\$ _____ x _____% = \$ _____
Operational Budget Town Cost Allocation Payment Amount

Assigned Point System

For the purposes of this formula, fire service points are used instead of hours. These points represent a relative measure of time and resources spent in the township during an incident and are assigned by the Fire Chief. Incidents occurring on state or county highways or roads will not be included in the points spent in the township.

- **5 points (Low):** False alarms, CO without medical, minor calls, grass fires (no action taken). Requires 1 pumper truck and 1 support truck.
- **10 points (Moderate):** HazMat, air care assist, or minor action needed. Requires 1 pumper truck and 2 tankers.
- **15 points (High):** Fire without water shuttle, chimney fire, or suppression action taken. Requires 2 pumpers, 2 tankers, and 1 support truck.
- **20 points (Full Response):** Confirmed fire with tanker shuttle, activating all resources and potentially mutual aid. Over 1 hour of active response with the majority of trucks in use.

City shall provide Town a written claim for the Payment Amount by the following date, or for each partial payment of the Payment Amount according to the following schedule:

- Annual Meeting of Parties.** Town and City shall hold at least one joint meeting annually during term of this contract. One meet shall be just prior to the townships annual budget setting meeting. Purpose of the meeting is to discuss and review the fire department budget and spending during the previous year and review the department's budget for the next two years. The formula's allocation on hours will also be reviewed. The meeting shall be held separately from any regular Town or City meeting.

- Emergency Service Charge.** Town, in its sole discretion, may exercise its authority to impose and collect

an emergency service charge on those receiving emergency services, including fire services, within Town. City shall have no right to, or interest in, any service fees collected by Town. If Town imposes an emergency service charge it shall provide City a list of the specific types of information it determines it needs collected in order to successfully impose and collect the charge. City shall make a good faith effort to collect the requested information for each service call to the Service Territory and promptly provide Town with the information it collected. Reference Minnesota §415.01 & §366.011.

4. **Service Territory.** City shall provide fire services as indicated in this contract to the area in Town described below and/or as indicated on a map which is attached hereto and made part of this contract. The identified area shall constitute the Town's Service Territory for the purposes of this contract.

T48N – R27W SECTIONS 1,2,3,4,9,10,11,12,13,14,15,16,21,22,23,24,25,26,27,28,33,34,35,36

5. **Term.** This contract shall commence on the effective date indicated above and shall expire 5 years from that date unless terminated earlier as provided herein.

6. **Ownership.** City owns the buildings and equipment associated with the Fire Department and the amounts paid by Town do not give rise to any ownership interest in, or responsibility toward, those items unless a specific ownership interest is indicated below:

NONE

7. **City's Responsibilities.** In addition to any other obligations described herein, City shall:
- Authorize and direct the City fire department to provide the fire services described herein to Town's Service Territory;
 - Develop a detailed annual operational budget for the fire department for each year during the term of this contract by the Anniversary Date and present it to Town along with sufficient information to explain the items included in the budget figures;
 - Upon Town's request, provide Town access to financial and cost data related to the fire department for five years prior to the current service year;
 - Disclose to Town any proposed action City or the fire department intends to take that can reasonably be expected to effect the Insurance Services Office Fire Protection Grade in the Service Territory or City's ability to provide the fire services indicated above; and
 - Promptly disclose to Town any information City can reasonably anticipate will directly affect its ability to perform its obligations under this contract.
8. **Town's Responsibilities.** In addition to any other obligations described herein, Town shall:
- Promptly pay City the Payment Amount as indicated above for the year of service, or a prorated share of the Payment Amount for the length of service actually provided if the contract is terminated early;
 - Present a budget and levy proposal to the town electors at each annual town meeting during the term of this contract seeking authority to levy funds as needed to pay the "Payment Amount"; and
 - Promptly disclose to City any information Town can reasonably anticipate will directly affect its ability to perform its obligations under this contract.

It is understood and agreed Town shall have no responsibility whatsoever toward the fighters or other emergency personnel including any employment related issues such as training, supervision, performance reviews, discipline, compensation, benefits, insurance coverages, compliance with any employment related federal, state, and local laws and rules such as OSHA, ERISA, RLSA, FMLA, or any other employment related issues. It is further agreed Town has no responsibility, beyond paying the agreed upon Payment Amount, for acquiring, operating, maintaining, housing, or replacing equipment as needed to provide the fire services described herein.

9. **Insurance Requirements.** City shall maintain general liability insurance for its services and shall include Town as an additional insured for the term of this contract and any extensions thereof. City shall also maintain inland marine, automobile, and property insurance coverages. City shall provide Town proof of such insurance coverages and the additional insured endorsement naming the Town annually by the anniversary date of this contract.
10. **Indemnification.** City agrees to defend and indemnify Town against any claims brought or actions filed against Town or any officer, employee, or volunteer of Town for injury to, death of, or damage to the property of any third person or persons, arising from City's performance under this contract for services. Under no circumstances, however, shall City be required to pay on behalf of itself and Town, any amounts in excess of the limits on liability established in Minnesota Statutes Chapter 466 applicable to any one party. The limits of liability for Town and City may not be added together to determine the maximum amount of liability for City. The intent of this subdivision is to impose on City a limited duty to defend and indemnify Town for claims arising out of the performance of this contract subject to the limits of liability under Minnesota Statutes Chapter 466. The purpose of creating this duty to defend and indemnify is to simplify the defense of claims by eliminating conflicts between the parties and to permit liability claims against both parties from a single occurrence to be defended by a single attorney.
11. **No Waiver.** Nothing herein shall be construed to waive or limit any immunity from, or limitation on, liability available to either party, whether set forth in Minnesota Statutes Chapter 466 or otherwise.
12. **Modification.** This writing contains the entire agreement between the parties and no alterations, variations, modifications, or waivers of the provisions of this agreement are valid unless reduced to writing, signed by both City and Town, and attached hereto.
13. **Subcontracting & Assignment.** City shall not subcontract or assign any portion of this contract to another without prior written permission from Town. Services provided to Town pursuant to a mutual aid agreement City has, or may enter into, with another entity does not constitute a subcontract or assignment requiring prior approval of Town so long as City remains primarily responsible for providing fire services to Town's Service Territory.
14. **Termination.** This contract may be terminated at any time during its term by mutual agreement of the parties. Either party may terminate this agreement by personally serving a 120 day written notice of termination on the other party. This agreement shall terminate 120 days from the date of personal service of the written termination notice unless the party serving the notice withdraws the notice in writing before it is effective. If Town fails to pay for the service according to the schedule established herein, City may terminate this agreement 60 days from the date of personal service of written termination notice. Notice to City shall be served on the City administrator, or City clerk if there is no City administrator, and notice to Town shall be served on the Town clerk.
15. **Service Contract.** This is a service contract. The parties do not intend to undertake or create, and nothing herein shall be construed as creating, a joint powers agreement, joint venture, or joint enterprise between the parties.

16. **Minnesota Law Governs.** This contract shall be governed by and construed in accordance with the internal laws of the State of Minnesota. All proceedings related to this contract shall be venued in the State of Minnesota.

17. **Severability.** The provisions of this contract shall be deemed severable. If any part of this contract is rendered void, invalid, or otherwise unenforceable, such rendering shall not affect the validity and enforceability of the remainder of this contract.

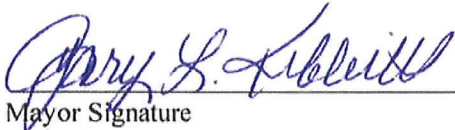
IN WITNESS WHEREOF, the parties have executed this contract effective on the date indicated above.

City

City of Aitkin

By its Mayor:

Mayor Gary Tibbitts

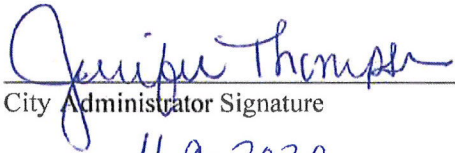


Mayor Signature

4-9-2025

Date

City Administrator Jen Thompson



City Administrator Signature

4-9-2025

Date

Town

Unorg 48-27 Township

By its Chairperson:

Print Name

Chairperson Signature

Date

Print Name

Clerk Signature

Date

AITKIN FIRE DEPARTMENT						
2026 FIRE CONTRACT ALLOCATION						
					UPDATED: 1/27/25	DRAFT
		FINAL			NTC % plus	Per Township 2026 ALLOCATION
		Payable in 2024	NTC	3 Year	In Service%	
COUNTY	COVERAGE AREA	NTC	Percentage	In Service	Divide by 2	
				2022,2023,2024		
Aitkin	AITKIN TOWNSHIP	\$2,070,528.00	9.3%	6.14%	7.70%	\$21,493.24
Aitkin	CITY OF AITKIN	\$2,068,854.00	9.2%	32.08%	20.67%	\$57,686.55
Crow Wing	DEAN LAKE TOWNSHIP	\$337,804.00	1.5%	0.00%	0.76%	\$2,107.66
Aitkin	FARM ISLAND TOWNSHIP	\$5,558,292.00	24.8%	14.33%	19.59%	\$54,687.24
Aitkin	GLEN TOWNSHIP	\$2,181,895.00	9.8%	2.39%	6.07%	\$16,948.07
Aitkin	HAZELTON TOWNSHIP-X 33.8%	\$1,369,771.00	6.1%	0.34%	3.23%	\$9,022.79
Aitkin	KIMBERLY TOWNSHIP X 50%	\$298,197.00	1.3%	2.39%	1.86%	\$5,195.10
Aitkin	MALMO TOWNSHIP	\$1,306,379.00	5.8%	2.73%	4.29%	\$11,961.82
Aitkin	MORRISON TOWNSHIP	\$338,493.00	1.5%	5.46%	3.49%	\$9,733.81
Aitkin	NORDLAND TOWNSHIP	\$3,472,195.00	15.5%	13.65%	14.59%	\$40,718.70
Crow Wing	ROSS LAKE TOWNSHIP-66.7%	\$981,285.00	4.4%	6.83%	5.61%	\$15,649.84
Aitkin	SPENCER TOWNSHIP	\$971,518.00	4.3%	6.83%	5.58%	\$15,588.90
Aitkin	UNORG 48-27	\$167,613.00	0.7%	0.34%	0.55%	\$1,522.15
Aitkin	WEALTHWOOD TOWNSHIP	\$1,247,443.00	5.6%	6.48%	6.03%	\$16,834.12
	Total Net Tax Cap	\$22,370,267.00	100%	100%	100%	\$279,150.00
						2026



Board of County Commissioners Agenda Request

20
Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: Lake Country Power Utility Easement

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
Submitted by: Dennis (DJ) Thompson		Department: Land
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: <p>Lake Country Power is requesting an easement for reconstructing the single phase overhead powerline that runs along 153rd Place that services parcels on the east side of Island Lake. The rebuilt line will generally follow the same route as existing, but poles very close to the road will be moved 5 to 10 feet further off the road.</p> <p>Cost of the easement is \$2,046.00 (.55 acres at \$2,000/acre minimum plus a recording fee of \$46). The applicant has paid the \$400 application fee, which will be credited to the assessment if the easement is approved.</p> <p>Aitkin County Surveyor has reviewed the easement and has no objections.</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Motion to approve utility easement for Lake Country Power.		
Financial Impact: <p>Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>What is the total cost, with tax and shipping? \$</p> <p>Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i></p>		



REQUEST FOR ACCESS ACROSS AITKIN COUNTY MANAGED LAND

November 12, 2019

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 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)

NAME Jeff Major COMPANY Lake Country Power
ADDRESS 26039 Bear Ridge Drive CITY, STATE, ZIP Cohasset, MN 55721
PHONE (218) 322-4539 E-MAIL jmajor@lcp.coop

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

Tax Parcel Number: Various Acreage: _____

Location of Parcel: Legal Description: Gov't Lots 1, 2 & 3

Section: 18 Township: 49 Range: 22

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: Lake Country Power will be reconstructing the single phase overhead powerline that runs along 153rd PL that services parcels on the east side of Island Lake. The overhead line crosses back and forth over 153rd PL through Gov't Lot 5 and the SW1/4 SE1/4 of Section 7. The rebuilt line will generally follow the same route as existing, but poles very close to the road will be moved 5 to 10 feet further off the road. New pole locations are staked in the field.

5. Signature of Application or Authorized Rep.

Jeff Major
3/24/2025
Date

Please return completed form, and map, along with the nonrefundable application fee of \$400.00 to:
Aitkin County Land Department
502 Minnesota Ave. N.
Aitkin, MN 56431

EXHIBIT A

That portion of a 40 foot wide right-of-way easement for utility purposes which lies over, under and across the following described parcels situated in Aitkin County, Minnesota:

PARCEL DESCRIPTION

Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4) and Government Lot Five (5) (Southeast Quarter of the Southwest Quarter) lying east of the centerline of the township road, Section Seven (7), Township Forty-nine (49), Range Twenty-two (22),

Aitkin County, Minnesota.

UTILITY EASEMENT DESCRIPTION

A right-of-way easement for utility purposes, 40.00 feet in width, over, under and across parts of Government Lot 5 and the Southwest Quarter of the Southeast Quarter (SW1/4 SE1/4), Section 7, Township 49 North, Range 22 West, of the Fourth Principal Meridian, Aitkin County, Minnesota, the centerline of which is described as follows:

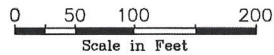
Commencing at the southeast corner of said Government Lot 5; thence North 89 degrees 12 minutes 34 seconds West, assumed bearing along the south line of said Government Lot 5, a distance of 33.00 feet to the point of beginning of the centerline to be described; thence North 18 degrees 44 minutes 00 seconds East a distance of 198.50 feet; thence North 16 degrees 35 minutes 20 seconds East a distance of 282.50 feet; thence North 22 degrees 03 minutes 00 seconds East a distance of 309.00 feet; thence North 14 degrees 34 minutes 30 seconds East a distance of 269.50 feet; thence North 20 degrees 16 minutes 30 seconds East a distance of 289.00 feet; thence North 46 degrees 37 minutes 50 seconds East to the north line of said SW1/4 SE1/4 of Section 7 and said centerline there terminating.

EXHIBIT B

Utility Easement across Aitkin County land
within the SW1/4-SE1/4 & Government Lot 5, Section 7,
T 49 N, R 22 W, Aitkin County, Minnesota



The orientation of this survey is
based on Grid North, Aitkin County
Coordinate System



Legend

- Denotes found monument
- ⊗ Denotes calculated position
- - - - - Denotes described centerline of utility easement
- - - - - Denotes overhead power line
- ==== Denotes surface of gravel road

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: 3/24/2025 Registration No. 44902

Government Lot 5, Section 7
T 49 N, R 22 W, Aitkin County

Approx. North-South quarter line

SW1/4 - SE1/4, Section 7
T 49 N, R 22 W, Aitkin County

Private Ownership

Parcel 10-0-011101
County Administered Tax Forfeit

Total area of 40' wide utility
easement on Tax Forfeit property
= 0.55 Acres (24,107± Sq. ft.)

Private Ownership

Parcel 10-0-010801
County Administered Tax Forfeit

MC #5
6" pipe in
concrete
Doc. A467138

N89°12'34"W
1006.22

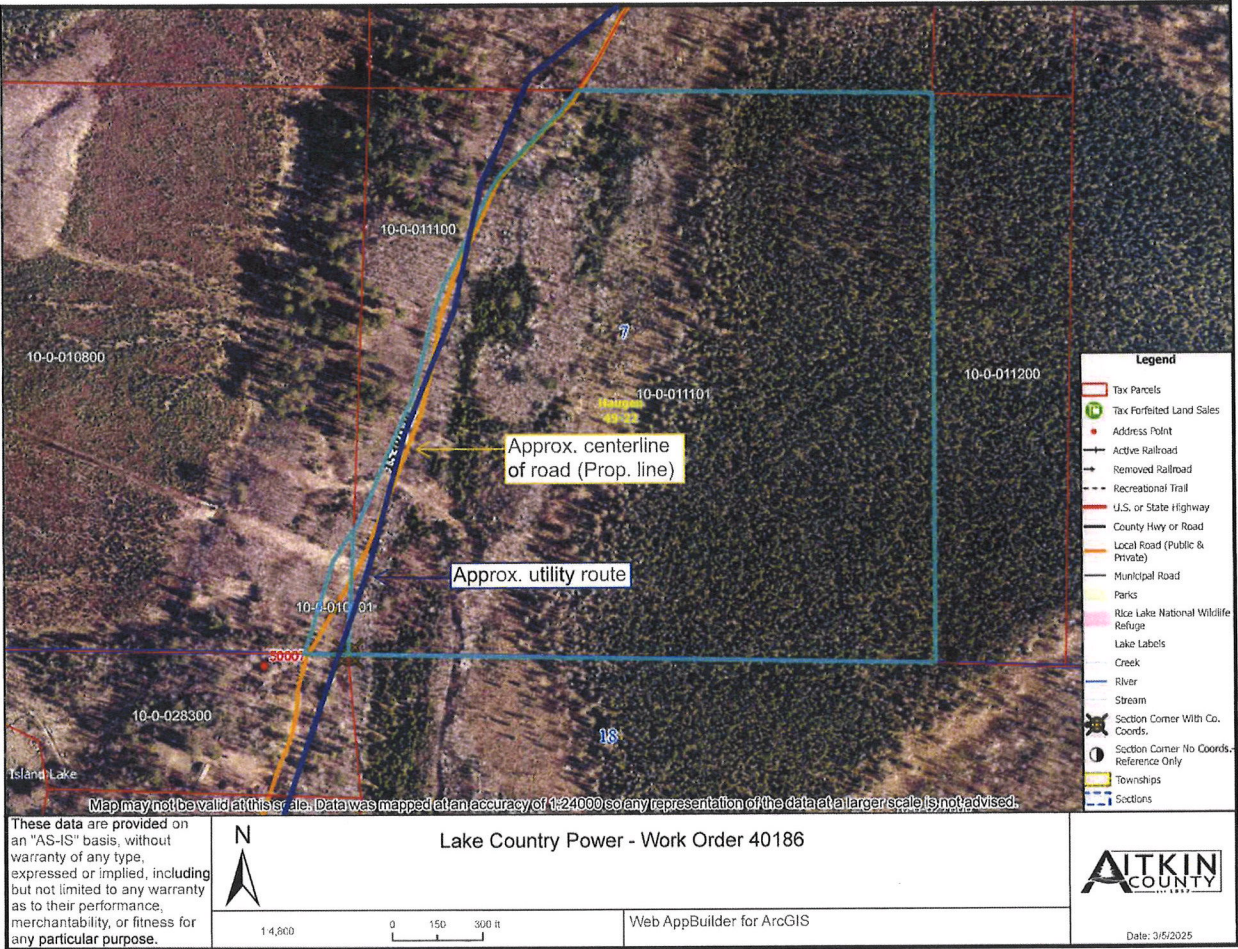
S1/4 corner
Section 7
(SE Gov. Lot 5)

GLC monument
Doc. A466798

Lake Country Power

A Touchstone Energy Cooperative

Wright Ckt 2 WO No. 40186





Board of County Commissioners Agenda Request

2P

Agenda Item #

Requested Meeting Date: 4-22-25

Title of Item: Mastic Patch Trailer Equipment Purchase

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <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*
Submitted by: John Welle		Department: Highway Department
Presenter (Name and Title): NA		Estimated Time Needed: NA
Summary of Issue: <p>The addition of a Mastic Patch Trailer is included in the 2025 Capital Equipment Replacement Program for a total cost of \$70,000. The Highway Department currently rents this trailer for one month every spring for a cost of approximately \$9,000 to fill badly deteriorated cracks in bituminous pavements. The cost of buying this trailer will be recovered in less than ten years by not having the annual rental expenditure. In addition, by owning the trailer, we will be able to perform crack filling operations anytime from April through October rather than just during the one-month rental period.</p> <p>Quotes for this Trailer were obtained as follows:</p> <p>Midstates Equipment and Supply - Mountain Lake, MN - 2024 Cimline - \$81,500 including engine cover, arrowboard Swanston Equipment - Fargo, ND - 2025 Cimline - \$95,125 including engine cover, no arrowboard</p> <p>Swanston Equipment also quoted of 2023 Cimline for \$79,000, but without the engine cover and arrowboard options which would add approximately \$3,500 to the cost.</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Recommend motion to purchase 2024 Cimline Trailer from Midstates Equipment and Supply for a cost of \$81,500.		
Financial Impact: <p>Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What is the total cost, with tax and shipping? \$ 81,500</p> <p>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please Explain:</p> <p>\$70,00 was budgeted in the 2025 Capital Equipment Program for this purchase. The \$11,500 cost increase will be largely offset by another 2025 equipment purchase (two-8' disc mowers) that was \$10,000 less than budgeted.</p>		



Board of County Commissioners Agenda Request

2Q
Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: Application for Grant-in-Aid Funds for Snowmobile and Ski Trails

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
Submitted by: Dennis (DJ) Thompson		Department: Land
Presenter (Name and Title):		Estimated Time Needed:
Summary of Issue: Attached is a resolution enabling the Aitkin County Trail Administrator to apply for Grant-in-Aid funds for snowmobile and ski trails.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Adopt resolution for snowmobile and ski trail GIA funding for the 2025-2026 winter season.		
Financial Impact: <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>		

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

ADOPTED April 22, 2025

By Commissioner: xxx

20250422-xxx

SNOWMOBILE / SKI TRAIL FUNDING 2025-2026 WINTER SEASON

WHEREAS, Local units of government can apply for Grant-in-Aid funds for trail development, maintenance, grooming, and administration from the Minnesota Department of Natural Resources at the rate of 65% reimbursement of the cost of trail maintenance and 90% reimbursement of costs of grooming, and

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

WHEREAS, Snowmobile Clubs have maintained these trails in the past, and wish to contract with the County for maintaining trails during the 2025-2026 winter season, and

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

NOW, THEREFORE BE IT RESOLVED, That the Aitkin County Trail Administrator be authorized to apply for Grant-in-Aid assistance funds for snowmobile trail maintenance and grooming, and ski trail maintenance and grooming for the following trails.

Aitkin Sno-Drifters Trails
McGrath/Finlayson Trails
Tamarack Trails
Haypoint Trails
Palisade Trails
Mille Lacs Trails
No Achen / LLCC Ski Trails

BE IT FURTHER RESOLVED, That the Aitkin County Trail Administrator be authorized to contract for the 2025-2026 winter season for the development, maintenance, and grooming of the aforementioned trails with each of the corresponding interested clubs.

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

xxx MEMBERS PRESENT

All Members Voting xxx

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

I, John Welle, County Engineer, 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 22nd day of April 2025, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 22nd day of April 2025

John Welle
County Engineer



Board of County Commissioners Agenda Request

2R
Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: Cannabis Licensing Joint Powers Agreement with Wagner Township

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
Submitted by:		Department:
Presenter (Name and Title): n/a		Estimated Time Needed: n/a
Summary of Issue: Please see the attached Joint Powers Agreement between Aitkin County and Wagner Township.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve Joint Powers Agreement between the Aitkin County and Wagner Township.		
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.

**JOINT POWERS AGREEMENT BETWEEN THE COUNTY
OF AITKIN AND WAGNER TOWNSHIP
FOR THE ENFORCEMENT AND REGULATION OF CANNABIS**

This agreement is made between the County of Aitkin and the WAGNER TOWNSHIP for administration and regulation of cannabis as regulated under Minnesota Chapter 342 and the rules and regulations promulgated thereunder.

This agreement is authorized by Minnesota Statutes § 342.22, subdivision 1 and Minn. Stat. § 471.59.

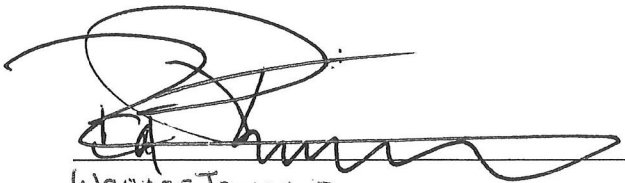
The County of Aitkin and the WAGNER TOWNSHIP agree that:

1. The County of Aitkin will act in place of the WAGNER TOWNSHIP as the local government unit for the regulation and enforcement of cannabis under Minnesota Statutes Chapter 342 and any rules or regulations adopted under Minnesota Statutes Chapter 342 by the State of Minnesota or the Office of Cannabis Management.
2. The County of Aitkin is authorized to adopt, administer, and enforce within the jurisdictional limits of WAGNER TOWNSHIP any ordinances, laws, regulations, or registration requirements concerning cannabis including, but not limited to, the adoption of a moratorium and the adoption of a limit on the number of retailer registrations issued as allowed under Minnesota Statutes Chapter 342.
3. The County of Aitkin is authorized and has the consent of the WAGNER TOWNSHIP to review and certify to the Office of Cannabis Management if the business applying for a license in WAGNER TOWNSHIP complies with local zoning ordinances and, if applicable, state fire and building codes. The WAGNER TOWNSHIP shall provide the County of Aitkin, within 30 days of receipt of the license application, with any additional information it believes is relevant to the license review and the County of Aitkin shall attach such information to the certification materials submitted to the Office of Cannabis Management.
4. The County of Aitkin is authorized and has the consent of the WAGNER TOWNSHIP to register and enforce all registration requirements, including but not limited to compliance checks and registration suspension related actions, under Minnesota Statute §342.22. Any fees or penalties collected for registration and enforcement will remain entirely with the County of Aitkin. The parties will retain any Local Government Cannabis Aid allocated to them by the State of Minnesota.
5. The County of Aitkin will annually provide sufficient funding for the administration, enforcement and registration of the possession, sale and use of cannabis within the jurisdiction limits of WAGNER TOWNSHIP. Source of funds shall be through State grant funds, County cannabis aid funds, general revenue funds and the collection of fees and penalties as established by the County of Aitkin.

The Parties of this Agreement are not liable for the acts or omissions of the other participants to this Agreement except to the extent to which they have agreed in writing to be responsible for acts or omissions of the other Parties.

This agreement may be amended by mutual agreement of the County of Aitkin and the WAGNER TOWNSHIP by resolutions of their respective boards.

This agreement shall become effective upon signature of all duly authorized signatures, and shall remain in effect until terminated by agreement of the parties or thirty days after written notice of termination by either party.



Wagner Township
Board Chair

4/9/25

Date

Aitkin County
Board Chair

Date

Aitkin County
County Engineer

Date



Board of County Commissioners Agenda Request

2S
Agenda Item #

Requested Meeting Date: 4-22-25

Title of Item: Final Contract Payment #20242

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <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*
Submitted by: John Welle		Department: Highway Department
Presenter (Name and Title): NA		Estimated Time Needed: NA
Summary of Issue: <p>Authorization by the following resolution is requested to make final payment to Marvin Tretter Inc., Pierz, MN in the amount of \$3,609.58 for Contract No. 20242, which included a box culvert bridge replacement on 420th Avenue (Farm Island Township Road) over the Ripple River. Farm Island Township has certified that the construction has been satisfactorily completed and has authorized final payment to be made.</p> <p>The final contract amount of \$203,341.09 is 0.52% above the bid amount of \$202,272.00 due to minor additional work that was needed to complete the project.</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve resolution		
Financial Impact: <p>Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p> <p>What is the total cost, with tax and shipping? \$ 3,609.58</p> <p>Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please Explain:</p>		

Contract Number: 20242
Final Pay Request Number: 3

Project Number	Project Description
SAP 001-599-041	Farm Island Twp Culvert Replacement on 420th Ave

Contractor: Marvin Tretter INC. 26389 233rd.st. Pierz, MN 56364	Vendor Number: 9457 Up To Date: 02/12/2025
---	---

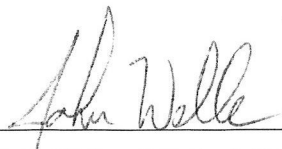
Contract Amount		Funds Encumbered	
Original Contract	\$202,272.00	Original	\$202,272.00
Contract Changes	\$1,592.09	Additional	N/A
Revised Contract	\$203,864.09	Total	\$202,272.00

Work Certified To Date	
Base Bid Items	\$201,749.00
Contract Changes	\$1,592.09
Material On Hand	\$0.00
Total	\$203,341.09


Project	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 001-599-041	\$1,592.09	\$203,341.09	\$0.00	\$199,731.51	\$3,609.58	\$203,341.09

Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
\$1,592.09	\$203,341.09	\$0.00	\$199,731.51	\$3,609.58	\$203,341.09
Percent: Retained: 0%			Percent Complete: 99.74 %		
Amount Paid this Final Pay Request: \$3,609.58					

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.


John Welle – P.E. No. 24340
Aitkin County Highway Engineer

2-13-25
Date


Marvin Tretter Inc.
3-5-25
Date

3-307-6262
Account Number

Project No. : SAP 001-599-041
Final Pay Request No. : 3
Contract No.: 20242

Certificate of Final Contract Acceptance
Final Voucher Number: 3

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 2-13-25 Signature John Wells County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$203,341.09 and agrees to the amount of \$3,609.58 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor: Marvin Tretter INC.

By _____

And _____ And _____ State of ,

On This _____ Day _____, _____, Before me appeared _____ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

Corey Tretter And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the President and _____ of the

MARVIN TRETTER INC. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

By Law and said _____ and _____

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial My Commission as Notary Public in MORRISON County

Seal Expires Jan 31, 2027 Signature Ray Henry

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

Aitkin County Highway Department
1211 Air Park Drive
Aitkin, MN 56431

Contract No: 20242
Final Pay Request No. 3

**Aitkin County Highway Department
Certificate of Final Acceptance
Board Acknowledgment**

Contract Number: 20242
Contractor: Marvin Tretter INC.
Date Certified: 2/12/2025
Payment Number: 3

Whereas; Contract No. 20242 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of Aitkin County Highway Department and authorize final payment as specified herein.

State of

I, _____, County Administrator, within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____,

Signed By _____

Aitkin County Administrator

(SEAL)

Contract Payment Summary				
Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	2024-08-25	\$201,749.00	\$10,087.45	\$191,661.55
2	2024-11-01	\$0.00	(\$8,069.96)	\$8,069.96
3	2025-02-12	\$1,592.09	(\$2,017.49)	\$3,609.58

Contract Funding Category Summary						
Funding Category Name	Funding Category Number	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 001-599-041 Approach Grading		\$41,252.09	\$0.00	\$39,263.40	\$1,988.69	\$41,252.09
SAP 001-599-041 Bridge Eligible Items		\$162,089.00	\$0.00	\$160,468.11	\$1,620.89	\$162,089.00

Contract Funding Source Summary					
Accounting Number	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
004	State Transportation Bonds for Locals	\$3,509.58	\$193,864.09	\$192,272.00	\$193,341.09
009	Township	\$100.00	\$10,000.00	\$10,000.00	\$10,000.00

Project Payment Summary					
Project	Payment Number	Up To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
SAP 001-599-041	1	2024-08-25	\$201,749.00	\$10,087.45	\$191,661.55
SAP 001-599-041	2	2024-11-01	\$0.00	(\$8,069.96)	\$8,069.96
SAP 001-599-041	3	2025-02-12	\$1,592.09	(\$2,017.49)	\$3,609.58

Project Funding Category Summary						
Project	Funding Category Name	Work Certified to Date	Less Amount Retained	Less Previous Payments	Amount Paid this Request	Total Amount Paid to Date
SAP 001-599-041	SAP 001-599-041 Approach Grading	\$41,252.09	\$0.00	\$39,263.40	\$1,988.69	\$41,252.09
SAP 001-599-041	SAP 001-599-041 Bridge Eligible Items	\$162,089.00	\$0.00	\$160,468.11	\$1,620.89	\$162,089.00

Project Funding Source Summary					
Project	Funding Source Name	Amount Paid this Request	Revised Contract Amount	Funds Encumbered to Date	Paid Contractor to Date
SAP 001-599-041	004	\$3,509.58	\$193,864.09	\$192,272.00	\$193,341.09
SAP 001-599-041	009	\$100.00	\$10,000.00	\$10,000.00	\$10,000.00

Contract Item Status										
Project	Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SAP 001-599-041	1	2051.501	MAINT AND RESTORATION OF HAUL ROADS	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
SAP 001-599-041	2	2101.501	CLEARING AND GRUBBING	LS	\$1,500.00	1	0	\$0.00	1	\$1,500.00

Contract Change Item Status											
Project	CC	Line	Item	Unit Price	Contract Quantity	Contract Amount	New Item or Adj to Existing	Quantity This Request	Amount This Request	Quantity To date	Amount To date
SAP 001-599-041	CO1	21	2123.601 MISC. FORCE ACCOUNT WORK (LUMP SUM)	\$1,592.09	1	\$1,592.09	ITM	1	\$1,592.09	1	\$1,592.09
Contract Change Totals:									\$1,592.09		\$1,592.09

Contract Change Totals			
Number	Description	Effective Date	Amount
1		01/31/2025	\$1,592.09

Material On Hand Additions					
Line	Item	Description	Date	Added	Comments

Material On Hand Balance						
Line	Item	Description	Date	Added	Used	Remaining

Contract Total				\$203,341.09
----------------	--	--	--	--------------

MARVIN TRETTER INC.

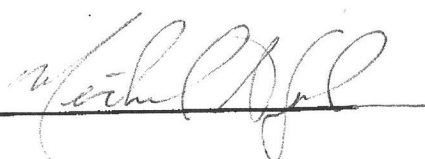
AFFIDAVIT OF PIT RELEASE, DISPOSAL AND PAID IN FULL FOR PURCHASES IN 2024

CONTRACT: SAP 001-599-041

LAND OWNER: JOHNSON SEWER & EXCAVATING

DATE: 02/13/2025

LAND OWNER SIGNATURE: _____



INVOICE # 9182
PAID CHECK # 9327 \$7,491.26
08/26/2024

MARVIN TRETTER INC.
26389 233RD STREET
PIERZ, MN 56364
COREY TRETTER
320-412-6466
bellatretter@outlook.com

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

ADOPTED April 8, 2025

By Commissioner: xxx

20250408-xxx

Final Contract Payment #20242

WHEREAS, Contract No. 20242 has in all been completed, and the County Board being fully advised in the premises.

NOW THEREFORE BE IT RESOLVED, That the Aitkin County Board of Commissioners does hereby accept said completed contract for and on behalf of the County of Aitkin and authorize final payment to Marvin Tretter Inc. in the amount of \$3,609.58.

Commissioner xxx seconded the adoption of the resolution and it was declared adopted upon the following vote

xxx MEMBERS PRESENT

All Members Voting xxx

**STATE OF MINNESOTA}
COUNTY OF AITKIN}**

I, John Welle, County Engineer, 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 8th day of April 2025, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 8th day of April 2025

John Welle
County Engineer

WLB1
4/14/25

9:04AM

Aitkin County



2T

Audit List for Board

MANUAL WARRANTS/VOIDS/CORRECTIONS

Page 1

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

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

Aitkin County



Vendor No.	Name	Amount			
780	Bremer Bank	0.03	2 Transactions		
8410	Bremer Bank	3,406.17	8 Transactions		
1 Fund Total:		3,406.20	General Fund	2 Vendors	10 Transactions

Aitkin County



Vendor No.	Name	Amount			
780	Bremer Bank	61,969.21	2 Transactions		
9 Fund Total:		61,969.21	State	1 Vendors	2 Transactions

Vendor	<u>Name</u>	<u>Amount</u>			
8410	Bremer Bank	367.16	2 Transactions		
19 Fund Total:		367.16	Long Lake Conservation Center	1 Vendors	2 Transactions
Final Total:		65,742.57	4 Vendors	14 Transactions	

Aitkin County



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
1	3,406.20	General Fund	
9	61,969.21	State	
19	367.16	Long Lake Conservation Center	
All Funds	65,742.57	Total	Approved by,
		
		



Board of County Commissioners Agenda Request

3A

Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: Summary of 2024 Apportionment

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input checked="" type="checkbox"/> Information Only
Submitted by: Dennis (DJ) Thompson		Department: Land
Presenter (Name and Title): Dennis (DJ) Thompson, Land Commissioner		Estimated Time Needed: 10 Minutes
Summary of Issue: I would like to give a presentation on the 2024 apportionment.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
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 Please Explain:		

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

**Aitkin
County
Land
Department**

**2024
APPORTIONMENT**

What is Apportionment?

At the end of the year, the account that holds all of the money generated off tax-forfeited land is zeroed out. Once the land management expenses are subtracted, the remaining dollars are distributed out to the county general fund, townships, cities, and school districts where the money was generated.

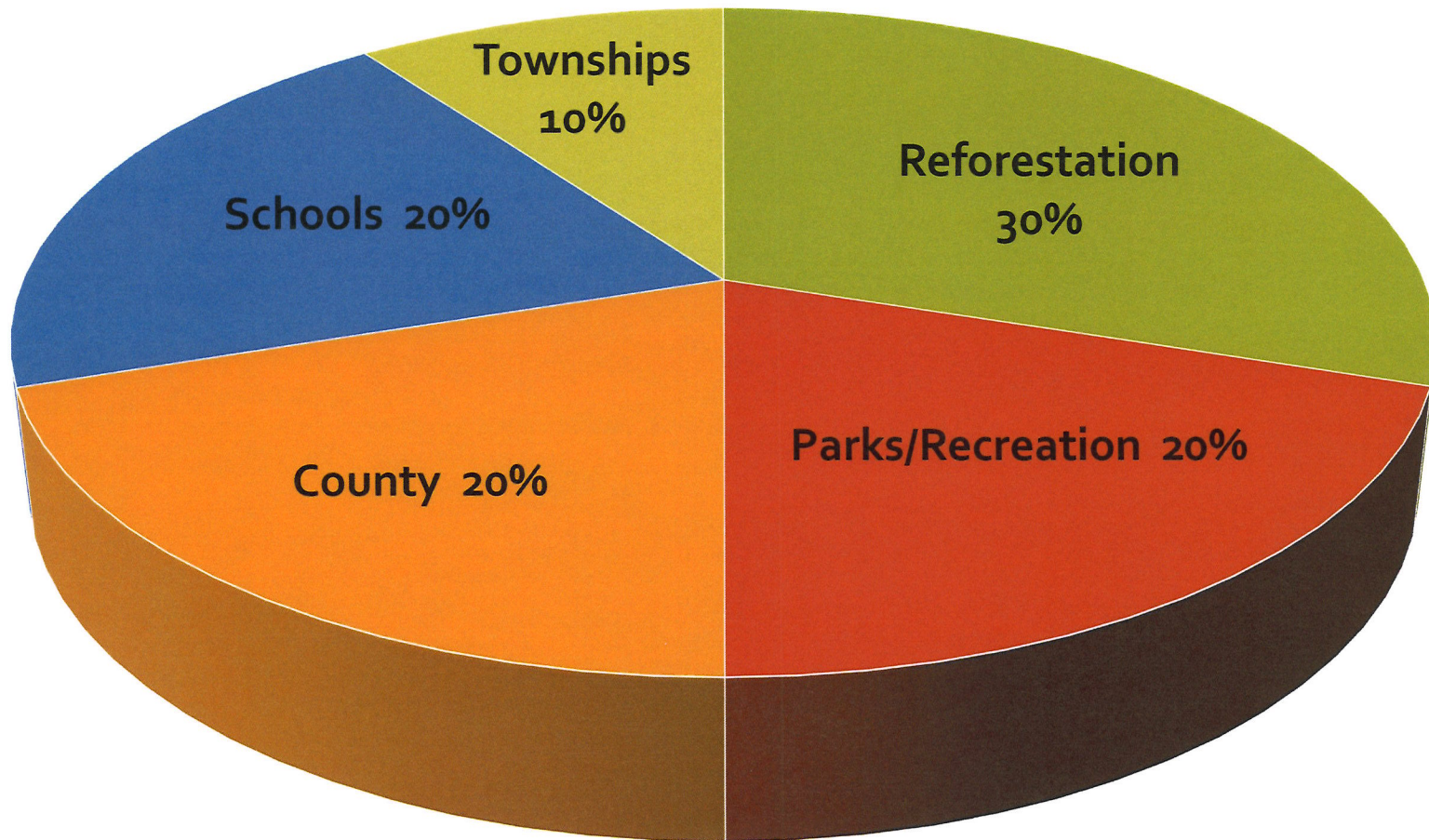
Money Comes From...

- Timber Sales
- Land Sales
- Gravel
- Leases
- Easements
- Other

2024 Sources of Income

- 89% Timber
- 6% Leases/Easements
- 5% Land Sales

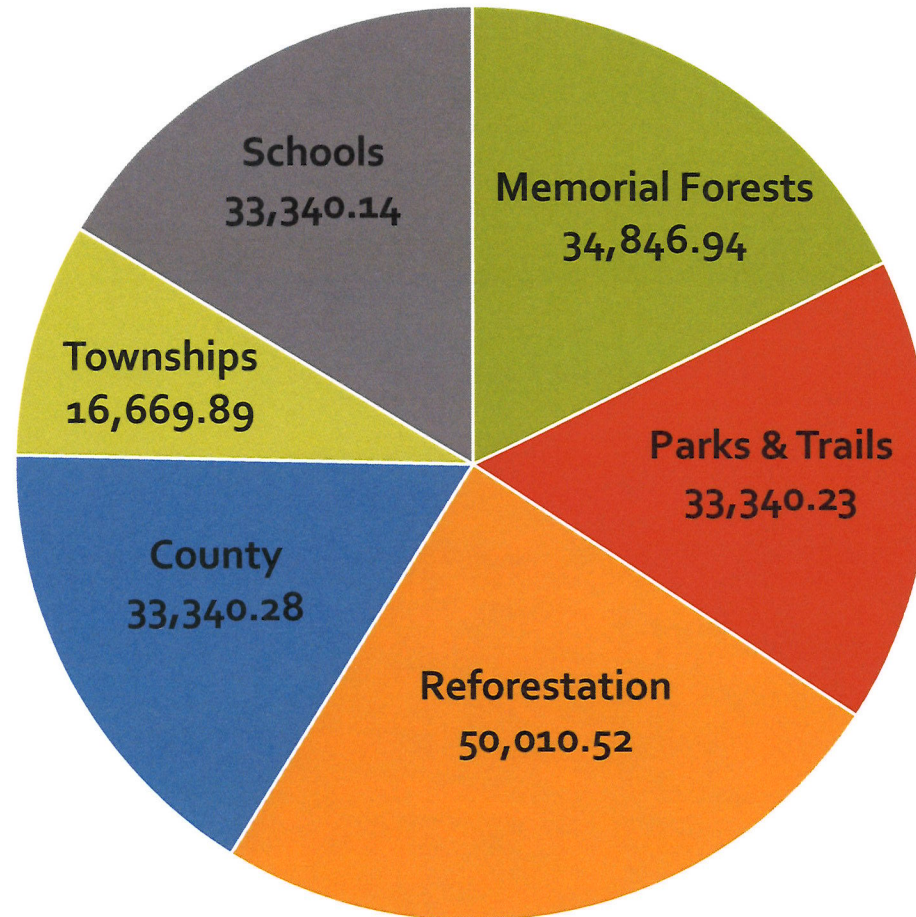
Apportionment Percentages



APPORTIONMENT HIGHLIGHTS

- 2024 revenue from FTS was \$1,019,589
- 2024 total apportionment was \$201,548
- 2025 is off to a good start

2024 Apportionment \$201,548



2024 Schools = \$33,340.14

\$16,217.34 McGregor

\$8,139.18 Aitkin

\$4,813.06 Hill City

\$1,530.10 Hinckley-Finlayson

\$1,361.17 Isle

\$1,245.76 Willow River

\$33.53 Floodwood

- There are 10 different School Districts with boundaries in Aitkin County

QUESTIONS...



Board of County Commissioners Agenda Request

3B

Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: 2024 Campground Summary

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input checked="" type="checkbox"/> Information Only
Submitted by: Dennis (DJ) Thompson		Department: Land
Presenter (Name and Title): Dennis (DJ) Thompson, Land Commissioner		Estimated Time Needed: 10 Minutes
Summary of Issue: I would like to give a presentation on the 2024 Camping season at the County Campgrounds.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
Financial Impact: <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>		

2024 Campground Summary

AITKIN COUNTY LAND DEPARTMENT

Current Rates

Campground	Current Rate/Night
Aitkin	\$ 30.00
Berglund	\$ 30.00
Snake River	\$ 20.00
Jacobson	\$ 20.00
Jacobson CCs	\$ 45.00

2024 Revenue

Campground	2024 Revenue
Aitkin	\$ 19,087.85
Berglund	\$ 10,962.79
Snake River	\$ 3,580.00
Jacobson	\$ 7,555.00
Total = \$ 41,185.64	

Yearly Revenue Comparison

2019	\$23,061
2020	\$29,540
2021	\$39,156
2022	\$32,840
2023	\$35,315
2024	\$41,186

Rate increase started in 2024

2024 Expenses

2024 Yearly Totals		
Garbage	\$	6,187.35
Sewer	\$	7,915.00
Utilities	\$	4,068.76
Mowing	\$	11,379.00
License MDH	\$	730.00
Reservation Software	\$	2,185.45
Road Work	\$	3,394.48
Parks Tech. Hours	\$	25,000.00
	\$	60,860.04

Expenses vs. Revenue

Campground	Yearly Expense	Yearly Revenue
Aitkin	\$ 18,483.02	\$ 19,087.85
Berglund	\$ 18,055.06	\$ 10,962.79
Snake River	\$ 12,677.52	\$ 3,580.00
Jacobson	\$ 11,644.43	\$ 7,555.00

Number of Campers

From 2023 to 2024

Aitkin	- 33%
Berglund	- 19%
Snake River	- 37%
Jacobson	+ 28%

Questions





Board of County Commissioners Agenda Request

3C
Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: Land Sale Summary

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input checked="" type="checkbox"/> Information Only
Submitted by: Dennis (DJ) Thompson		Department: Land
Presenter (Name and Title): Dennis (DJ) Thompson, Land Commissioner		Estimated Time Needed: 15 Minutes
Summary of Issue: I would like to give a presentation on the two land sales we had recently under the new forfeiture law.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
Financial Impact: <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.

LAND SALES



2024 FORFEITURES

- Total of 15 properties
- One in the City of Aitkin
- Total EMV of the properties = \$852,000
- Properties must be put up for sale within 6 months from the time of forfeiture

FIRST AUCTION

- January 10th
- Minimum bid, by law, was set at Estimated Market Value of the property
- 5 of the 15 properties sold
- One lake lot went for \$267,000
- Properties were available for purchase over the counter for 30 days, one did sell OTC

SECOND AUCTION

- February 14th
- Minimum bid dropped to whatever the back taxes, fees, interest, and penalties were at the time of forfeiture
- Lowest minimum bid was \$340.13
- Remaining 9 properties sold on the second auction

SUMMARY

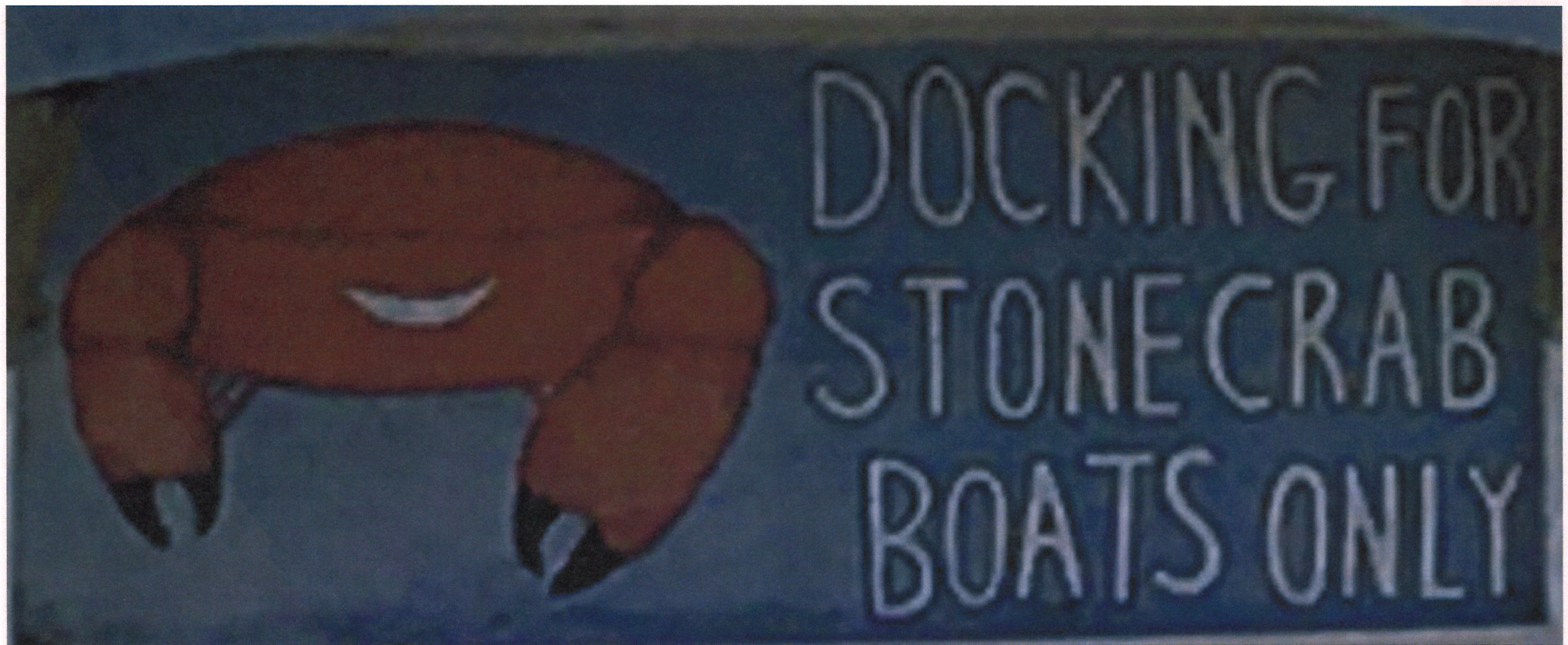
- For properties that sold at the second auction, the selling price averaged 42% of what the EMV was
- Back taxes, fees, interest, and penalties the county was able to recoup = \$27,945.81
- Available “surplus” that can be claimed by previous owners and lien holders = \$500,454.19
- Surplus needs to be claimed within 6 months

NEXT AUCTION IS:

May 30th at 1:00 p.m.

County Board Room

QUESTIONS?





Board of County Commissioners Agenda Request

4A
Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: 1st Quarter 2025 Budget Review

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input checked="" type="checkbox"/> Information Only
Submitted by: Kathleen Ryan		Department: Auditor
Presenter (Name and Title): Kathleen Ryan, Auditor		Estimated Time Needed: 10 Minutes
Summary of Issue: Quarterly review of budget - summary.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: No action needed.		
Financial Impact: <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>		

Percent through the year:		25%		2025 Budgeted		2025 Actual		2025 Actual - Budgeted				Comments
Fund				Revenue	Expenditures	Revenue	Expenditures	Revenue +/-	Expense +/-	Revenue	Expenditures	
General Fund	Department											
	Administration/General Gov't											
1		1	Commissioners	\$0	\$332,458	\$0	\$77,952	\$0	(\$254,506)	0%	23%	
1		40	Auditor	(\$327,330)	\$903,549	(\$74,300)	\$210,861	\$253,030	(\$692,688)	23%	23%	
1		41	Internal Audit	\$0	\$82,000	\$0	\$15,225	\$0	(\$66,775)	0%	19%	
1		42	Treasurer	(\$30,100)	\$353,107	(\$8,035)	\$86,204	\$22,065	(\$266,903)	27%	24%	
1		43	Assessor	(\$181,375)	\$968,128	(\$149,720)	\$235,987	\$31,655	(\$732,141)	83%	24%	
1		44	Central Services	(\$15,330,067)	\$240,434	(\$252,380)	\$139,606	\$15,077,687	(\$100,828)	2%	58%	
1		45	Motor Pool	(\$48,000)	\$41,583	\$0	\$8,127	\$48,000	(\$33,456)	0%	20%	
1		49	Information Technologies	(\$1,500)	\$944,785	(\$127)	\$231,003	\$1,373	(\$713,782)	8%	24%	
1		52	Administration	\$0	\$289,086	\$0	\$66,022	\$0	(\$223,064)	0%	23%	
1		53	Human Resources	\$0	\$428,495	(\$250)	\$96,561	(\$250)	(\$331,934)	0%	23%	
1		60	Elections	(\$6,000)	\$90,780	(\$284)	\$1,764	\$5,716	(\$89,016)	0%	2%	
1		100	Recorder	(\$180,000)	\$462,948	(\$45,504)	\$84,753	\$134,496	(\$378,195)	25%	18%	
1		110	Courthouse Maint	\$0	\$632,541	\$0	\$162,936	\$0	(\$469,605)	0%	26%	
1		111	Buildings	\$0	\$840,202	\$0	\$10,737	\$0	(\$829,465)	0%	1%	
1		120	VSO	(\$13,000)	\$195,728	(\$3,500)	\$42,029	\$9,500	(\$153,699)	27%	21%	
1		121	HRA	\$0	\$2,000	\$0	\$665	\$0	(\$1,335)	0%	33%	
			Administration/General Gov't Subtotal	(\$16,117,372)	\$6,807,824	(\$534,100)	\$1,470,432	\$15,583,272	(\$5,337,392)	3%	22%	

Percent through the year:			25%		2025 Budgeted		2025 Actual		2025 Actual - Budgeted		Comments
Fund			Revenue	Expenditures	Revenue	Expenditures	Revenue +/-	Expense +/-	Revenue	Expenditures	
	Public Safety										
1	12	Court Administration	(\$6,000)	\$55,700	(\$564)	\$51,466	\$5,436	(\$4,234)	9%	92%	
1	90	Attorney	(\$71,807)	\$1,382,419	(\$20,938)	\$294,487	\$50,869	(\$1,087,932)	29%	21%	
1	123	Coroner	\$0	\$75,000	\$0	\$23,197	\$0	(\$51,803)	0%	31%	
1	200	Enforcement	(\$778,100)	\$3,393,527	(\$66,986)	\$961,267	\$711,114	(\$2,432,260)	9%	28%	
1	201	Sheriff Contingency	(\$3,500)	\$0	(\$199)	\$0	\$3,301	\$0	6%	0%	
1	202	Boat and Water	(\$82,445)	\$231,101	\$0	\$3,289	\$82,445	(\$227,812)	0%	1%	
1	203	Snowmobile	(\$6,100)	\$87,125	(\$50)	\$32,880	\$6,050	(\$54,245)	1%	38%	
1	204	ATV	(\$11,134)	\$49,687	\$0	\$0	\$11,134	(\$49,687)	0%	0%	
1	206	Forfeitures	\$0	\$2,000	(\$273)	\$600	(\$273)	(\$1,400)	0%	30%	
1	252	Corrections	(\$209,500)	\$3,766,729	(\$19,159)	\$852,019	\$190,341	(\$2,914,710)	9%	23%	
1	253	Sentence to Serve	(\$38,000)	\$164,930	(\$9,304)	\$44,715	\$28,696	(\$120,215)	24%	27%	
1	254	Enhanced 911	(\$140,000)	\$115,000	(\$44,645)	\$25,622	\$95,355	(\$89,378)	32%	22%	
1	255	Crime Victim	(\$71,000)	\$96,117	(\$23,039)	\$21,363	\$47,961	(\$74,754)	32%	22%	
1	257	Aitkin Co. Community Corrections	(\$986,434)	\$1,217,752	(\$184,239)	\$373,990	\$802,195	(\$843,762)	19%	31%	
1	280	Emergency Management	(\$19,276)	\$67,807	\$0	\$14,599	\$19,276	(\$53,208)	0%	22%	
		Public Safety Subtotal	(\$2,423,296)	\$10,704,894	(\$369,396)	\$2,699,494	\$2,053,900	(\$8,005,400)	15%	25%	
	Culture and Recreation										
1	500	Library & Historical Society	\$0	\$375,316	\$0	\$230,710	\$0	(\$144,606)	0%	61%	
1	601	Extension	\$0	\$109,842	\$0	\$302	\$0	(\$109,540)	0%	0%	
		Culture and Recreation Subtotal	\$0	\$485,158	\$0	\$231,012	\$0	(\$254,146)		48%	

Percent through the year:		25%	2025 Budgeted		2025 Actual		2025 Actual - Budgeted			
Fund			Revenue	Expenditures	Revenue	Expenditures	Revenue +/-	Expense +/-	Revenue	Expenditures
	Conservation of Natural Resources									
1	122 Planning and Zoning		(\$399,316)	\$685,278	\$96,093	\$157,691	\$495,409	(\$527,587)	-24%	23%
1	390 Environmental Health		\$0	\$0	\$0	\$0	\$0	\$0	0%	0%
1	391 Solid Waste		(\$479,847)	\$479,847	(\$107)	\$84,991	\$479,740	(\$394,856)	0%	18%
1	392 Water Wells		(\$10,000)	\$7,000	(\$1,300)	\$27	\$8,700	(\$6,973)	13%	0%
1	600 Ag Soc, Soil & Water, Ag		\$0	\$117,310	\$0	\$117,929	\$0	\$619	0%	101%
	<i>Conservation of Natural Resources Subtotal</i>		<i>(\$889,163)</i>	<i>\$1,289,435</i>	<i>\$94,686</i>	<i>\$360,638</i>	<i>\$983,849</i>	<i>(\$928,797)</i>	<i>-11%</i>	<i>28%</i>
	Economic Development									
1	700 Promotion, Tran, Airport,		\$0	\$88,000	\$0	\$76,208	\$0	(\$11,792)	0%	87%
1	711 Economic Development		\$0	\$133,590	\$0	\$32,074	\$0	(\$101,516)	0%	24%
	<i>Economic Development Subtotal</i>		<i>\$0</i>	<i>\$221,590</i>	<i>\$0</i>	<i>\$108,282</i>	<i>\$0</i>	<i>(\$113,308)</i>		<i>49%</i>
	General Fund		(\$19,429,831)	\$19,508,901	(\$808,810)	\$4,869,858	\$18,621,021	(\$14,639,043)	4%	25%
Road and Bridge										
3	0 Undesignated		(\$6,517,340)	\$0	(\$2,248,644)	\$0	\$4,268,696	\$0	35%	
3	301 Administration/HR		\$0	\$699,402	\$0	\$210,008	\$0	(\$489,394)	0%	30%
3	302 Engineering/Construction		\$0	\$709,388	\$0	\$171,528	\$0	(\$537,860)	0%	24%
3	303 Highway Maintenance		\$0	\$5,108,550	\$0	\$1,481,372	\$0	(\$3,627,178)	0%	29%
3	307 Capital Infrastructure		(\$5,956,960)	\$5,956,960	(\$180,674)	\$298,261	\$5,776,286	(\$5,658,699)	3%	5%
3	308 Equipment and Facilities		(\$584,700)	\$584,700	\$0	\$192,088	\$584,700	(\$392,612)	0%	33%
3	310 232 Turnback		\$0	\$0	\$0	\$0	\$0	\$0		
	Road and Bridge Fund		(\$13,059,000)	\$13,059,000	(\$2,429,318)	\$2,353,257	\$10,629,682	(\$10,705,743)	19%	18%

Percent through the year:		25%		2025 Budgeted		2025 Actual		2025 Actual - Budgeted				Comments
Fund				Revenue	Expenditures	Revenue	Expenditures	Revenue +/-	Expense +/-	Revenue	Expenditures	
Health and Human Services												
	5	0	Payroll Contingency	(\$58,796)	\$0	\$0	\$0	\$58,796	\$0	0%	0%	
	5	400	Public Health	(\$1,088,255)	\$1,094,129	(\$123,185)	\$265,627	\$965,070	(\$828,502)	11%	24%	
	5	420	Income Maintenance	(\$2,486,340)	\$2,348,986	(\$450,400)	\$673,818	\$2,035,940	(\$1,675,168)	18%	29%	
	5	430	Social Services	(\$4,685,890)	\$4,876,166	(\$573,198)	\$1,322,804	\$4,112,692	(\$3,553,362)	12%	27%	
			Health and Human Services Fund	(\$8,319,281)	\$8,319,281	(\$1,146,783)	\$2,262,249	\$7,172,498	(\$6,057,032)	14%	27%	
Trust												
	10	921	County Development	(\$411,607)	\$411,607	\$0	\$5,472	\$411,607	(\$406,135)	0%	1%	
	10	923	Forfeited Tax Sales	(\$1,419,061)	\$1,419,061	(\$393,619)	\$192,221	\$1,025,442	(\$1,226,840)	28%	14%	
			Trust Fund	(\$1,830,668)	\$1,830,668	(\$393,619)	\$197,693	\$1,437,049	(\$1,632,975)	22%	11%	
Forest Development												
	11	925	Resource Management	(\$460,100)	\$612,337	(\$526,110)	\$51,319	(\$66,010)	(\$561,018)	114%	8%	
	11	939	County Surveyor	(\$439,965)	\$439,965	\$0	\$99,914	\$439,965	(\$340,051)	0%	23%	
			Forest Development Fund	(\$460,100)	\$612,337	(\$526,110)	\$51,319	(\$66,010)	(\$561,018)	114%	8%	
Long Lake Conservation Center												
	19	0	Undesignated	(\$32,500)	\$0	(\$4,319)	\$0	\$28,181	\$0	13%	0%	
	19	521	LLCC Administration	(\$141,000)	\$215,433	(\$10,302)	\$72,075	\$130,698	(\$143,358)	7%	33%	
	19	522	LLCC Education	(\$726,000)	\$387,062	(\$61,163)	\$83,024	\$664,837	(\$304,038)	8%	21%	
	19	523	LLCC Food	(\$4,000)	\$177,605	(\$675)	\$36,294	\$3,325	(\$141,311)	17%	20%	
	19	524	LLCC Maintenance	\$0	\$134,116	\$0	\$43,647	\$0	(\$90,469)	0%	33%	
	19	525	LLCC Capital Improvement	(\$15,000)	\$0	(\$1,200)	\$640	\$13,800	\$640	8%	0%	
			LLCC Fund	(\$918,500)	\$914,216	(\$77,659)	\$235,680	\$840,841	(\$678,536)	8%	26%	
Parks												
	21	520	Park Fund	(\$779,925)	\$768,927	(\$382,093)	\$247,059	\$397,832	(\$521,868)	49%	32%	



Board of County Commissioners Agenda Request

5A
Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: H&HS Quarter 1 2025 Fiscal Report

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Information Only
Submitted by: Paula Arimborgo		Department: H&HS Administration
Presenter (Name and Title): Carli Goble, H&HS Fiscal Supervisor		Estimated Time Needed: 10 minutes
Summary of Issue: A presentation of the H&HS Quarter 1 2025 Fiscal Report.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion:		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Health & Human Services Fiscal Report

Q1 2025

Prepared by Carli Goble
Fiscal Supervisor

April 22, 2025



Revenues by Department

2025 Total Revenue Budget: \$8,319,281

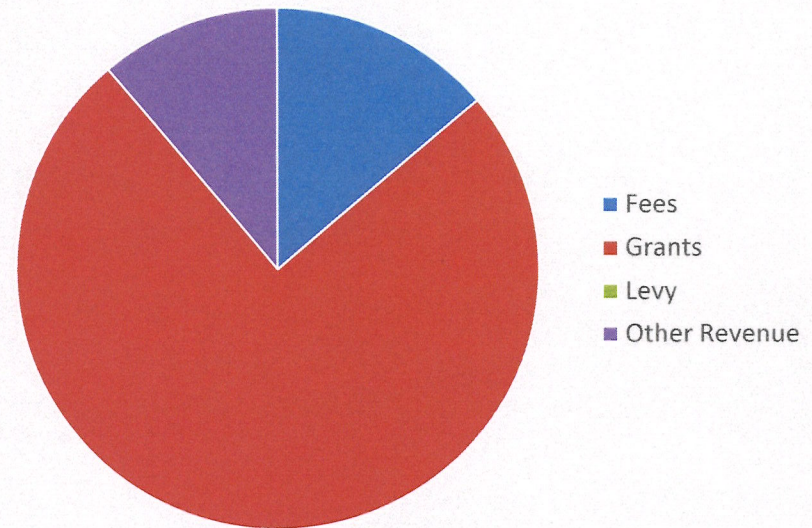
Revenue as of 3/31/2025: \$1,145,656 (14%)

-
- Public Health:
 - \$122,062 (11%)
 - Financial Services/Child Support:
 - \$450,399 (18%)
 - Social Services:
 - \$573,195 (12%)
-

Note: Majority of revenues are received in Q2 and Q4 of each year.

Revenues by Category

- Fees:
 - \$158,830 (23%)
- Grants:
 - \$858,457 (24%)
- Other Revenues:
 - \$128,370 (30%)
- Levy:
 - \$0 (0%)



Expenditures by Department

2025 Total Expense Budget: \$8,319,281

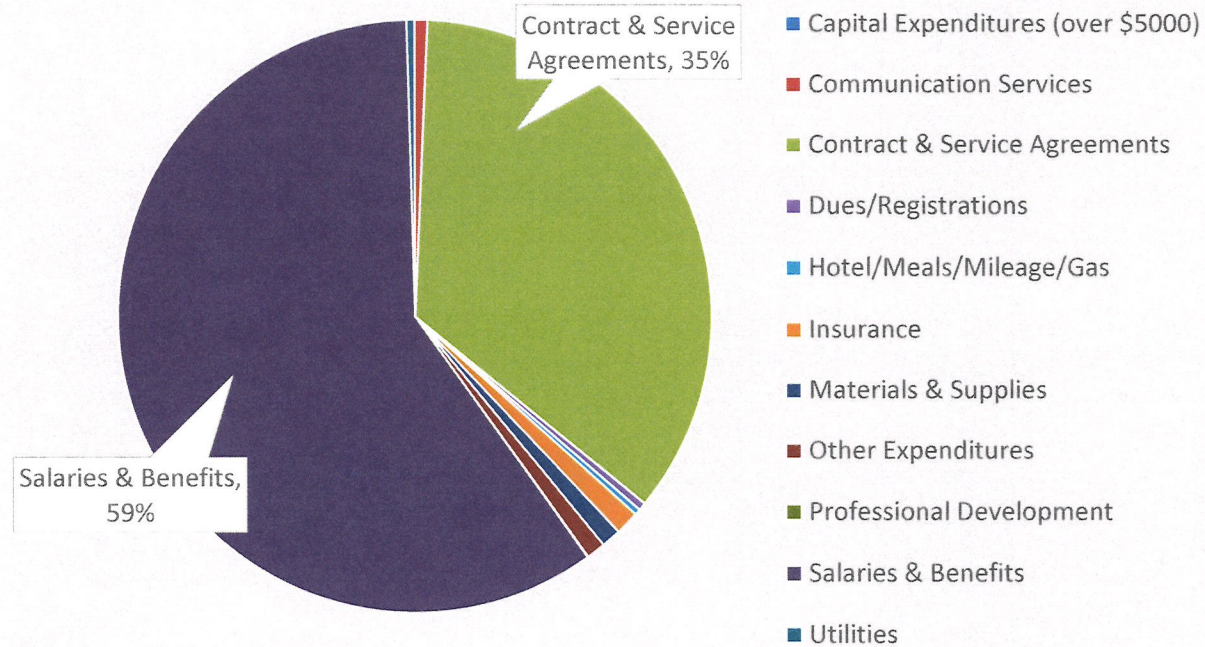
Expenses as of 03/31/2025: \$2,262,245 (27%)

-
- Public Health:
 - \$265,627 (24%)
 - Financial Services/Child Support:
 - \$673,817 (29%)
 - Social Services:
 - \$1,322,801 (27%)
-

Expenditures by Category

<ul style="list-style-type: none">• Salaries/Benefits:<ul style="list-style-type: none">◦ \$1,344,037 (23%)• Communication Services:<ul style="list-style-type: none">◦ \$15,889 (26%)• Dues/Registration:<ul style="list-style-type: none">◦ \$9,748 (78%)• Utilities:<ul style="list-style-type: none">◦ \$9,989 (27%)	<ul style="list-style-type: none">• Professional Development:<ul style="list-style-type: none">◦ \$890 (28%)• Hotel/Meals/Mileage/Gas:<ul style="list-style-type: none">◦ \$7,207 (10%)• Insurance:<ul style="list-style-type: none">◦ \$29,864 (100%)• Contracts/Service Agreements:<ul style="list-style-type: none">◦ \$797,207 (43%)	<ul style="list-style-type: none">• Materials/Supplies:<ul style="list-style-type: none">◦ \$24,117 (15%)• Capital Expenditures:<ul style="list-style-type: none">◦ \$0 (0%)• Other Expenditures:<ul style="list-style-type: none">◦ \$23,297 (27%)
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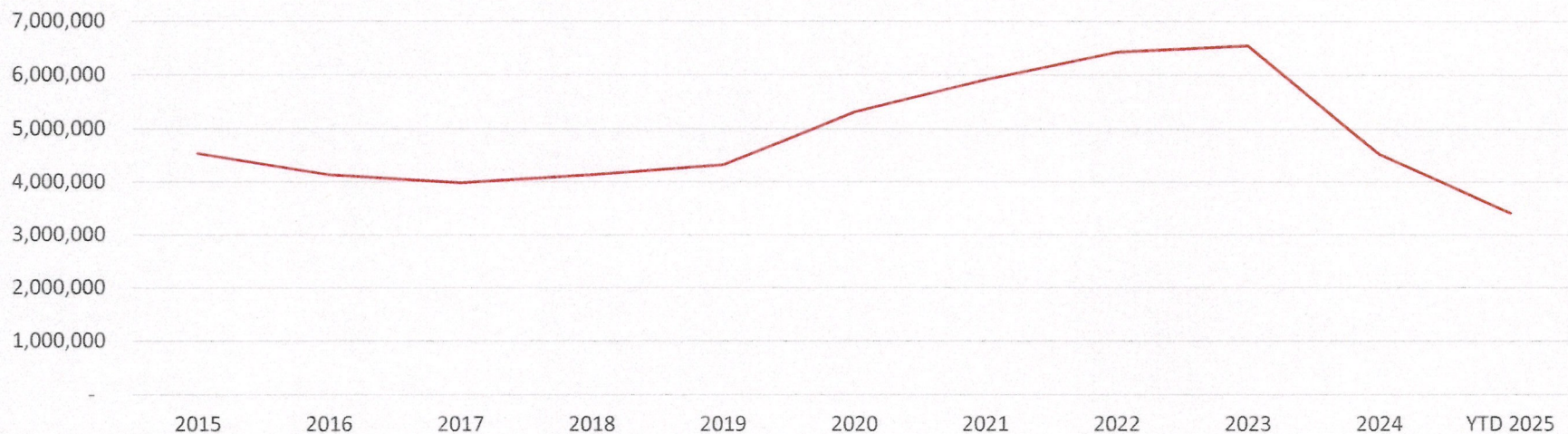
Expenditures by Category



Fund Balance Analysis

Projected to use \$0 in planned fund balance

Available Cash Balance as of 03/31/2025: \$3,409,518



Summary:

At the end of Q1 2025, should be around 25% of budgeted amounts:

Revenues are at 14%

Expenses are at 27%

Thank you!
Any questions?



Board of County Commissioners Agenda Request

6A

Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: Go out for HHS remodel bids

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Jim Bright		Department: Maintenance
Presenter (Name and Title): Jim Bright Facilities Coordinator		Estimated Time Needed: 10 Minutes
Summary of Issue: I'm requesting to go out for bids for the remodel of our current HHS building The AD in the paper will run April 30th, May 7th and May 14th Pre-bid meeting will be May 14th in the board room at 10:00 AM Bid opening will be May 22nd in the board room at 2:00 PM Bids will be presented to the board once bids have been reviewed		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve to go out for bids on the HHS remodel project		
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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> Bids will be brought to the board for review and approval before moving forward.		



NOT FOR CONSTRUCTION

AITKIN COUNTY HEALTH & HUMAN SERVICES RENOVATION
AITKIN COUNTY
204 1ST ST NW, AITKIN, MN 56431

SD1.0

WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

ONLY IN THIS PLAN, SPECIFICATION, OR PRESENTATION OF THE PLAN WILL THE SUBSCRIBER BE ELIGIBLE FOR A REBATE UNDER THE "REBATE PLAN" OF THE STATE OF

CLIMATE - THE
WORLDWIDE
WARMING

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
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DESCRIPTION

PERSONALITY

2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426</
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DATE _____

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DATE	SIGNATURE
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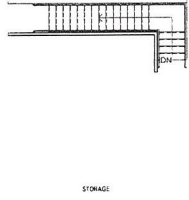
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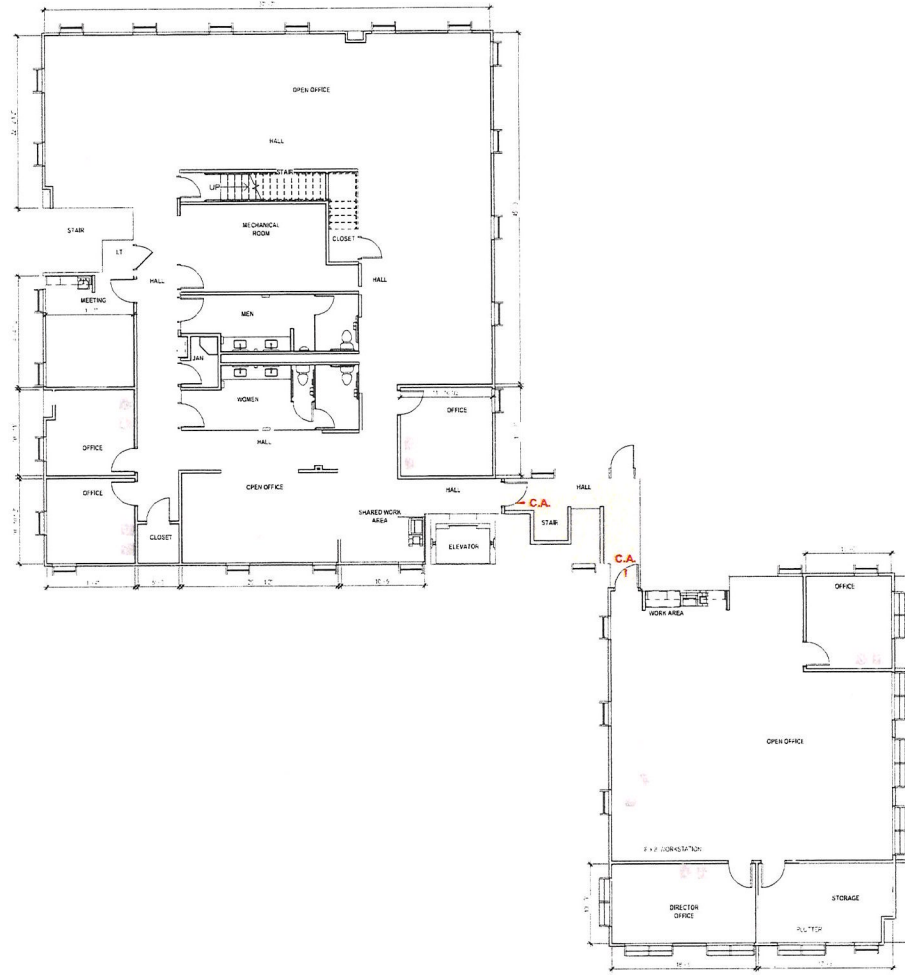
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2 ATTIC LEVEL FLOOR PLAN



1 SECOND LEVEL FLOOR PLAN



NOT FOR CONSTRUCTION

AITKIN COUNTY HEALTH & HUMAN SERVICES RENOVATION
AITKIN COUNTY
200 1ST ST NW, AITKIN, MN 56431
FLOOR PLANS - SECOND FLOOR & ATTIC

SD1.1

ALL RIGHTS RESERVED. NO PART OF THIS DOCUMENT MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM WIDSETH.

PROJECT DESCRIPTION
DATE
REV

DATE
REV
PROJECT NO.
PROJECT NAME
PROJECT LOCATION
PROJECT OWNER
PROJECT MANAGER
PROJECT ARCHITECT
PROJECT ENGINEER
PROJECT CONSULTANT
PROJECT SPECIALIST
PROJECT SUBMITTER
PROJECT REVIEWER
PROJECT APPROVER
PROJECT SIGNATURE
PROJECT DATE

PROJECT NO.
PROJECT NAME
PROJECT LOCATION
PROJECT OWNER
PROJECT MANAGER
PROJECT ARCHITECT
PROJECT ENGINEER
PROJECT CONSULTANT
PROJECT SPECIALIST
PROJECT SUBMITTER
PROJECT REVIEWER
PROJECT APPROVER
PROJECT SIGNATURE
PROJECT DATE

SD1.1

WIDSETH
ARCHITECTS • ENGINEERS • SURVEYORS

SECTION 00 0113

ADVERTISEMENT FOR BIDS

PROJECT IDENTIFICATION: Sealed bid proposals will be received in accordance with the construction contract documents, as prepared by Widseth, for:

Name of Project: **Aitkin County Health and Human Services Renovation**
Address of Project: 204 1st St NW, Aitkin, MN 56431
Address of Delivery of Bids: **307 2nd St NW, Aitkin, MN 56431**

The work will be accomplished through multiple contracts with Aitkin County, with Contegrity Group Inc. acting as the Construction Manager. The following categories of work will be bid (subject to change): **Concrete, Masonry, General Construction, Metal Wall Panels, Tile/Flooring, Acoustical Treatments, and Painting.**

Material Only Categories: **Steel Supply, Standard Doors/Frames/Hardware, and Specialties.**

BID TIME: Bids will be received at the office of Kathleen Ryan, Auditor, 307 2nd St NW, Rm 121, Aitkin, MN 56431 until **2:00 PM** on **Thursday, May 22nd, 2025**. All late bids received will be returned unopened to the submitter. **No faxed bids will be accepted.**

BID LOCATION: Sealed Bid Proposals for the **Aitkin County Health and Human Services Renovation** construction work to be provided in accordance with the construction contract documents, as prepared by Widseth, will be received at the office of Kathleen Ryan, Auditor, 307 2nd St NW, Aitkin, MN 56431 until the date and time as stated above. Bids will then be publicly opened and read aloud. **No faxed or electronic bids will be accepted. Sealed bid envelopes shall be marked with the Bidder's Name and Category of Work being bid.**

EXAMINATION OF DOCUMENTS: Contract Documents for this construction work may be examined in the Aitkin County Auditor's Office, Minnesota Builder's Exchange, Builder's Exchanges listed: Albert Lea, Rochester, Southwest, Willmar Fargo-Moorhead, Grand Forks, Aberdeen, and Sioux Falls Builder's Exchanges, Dodge Data and Analytics, and Construct Connect; Aitkin County, 307 2nd St NW, Rm 121, Aitkin, MN 56431, Widseth, 315 5th St NE, Ste 1, Bemidji, MN 56619; and Contegrity Group, Inc., 101 1st St SE, Little Falls, MN 56345.

BID DOCUMENTS: Bid documents will be available to contractors on or about April 25th. Bid documents can be obtained online through Contegrity Group's plan room at www.cgiplanroom.com where **electronic download of these documents is free**. If ordering printed bid documents, a plan deposit check in the amount of \$300.00 per set, made payable to Aitkin County and a separate non-refundable check in the amount of \$30.00 per set made payable to Contegrity Group, Inc. for mailing fees will be required. No partial sets of bidding documents will be issued. Plan deposit will be returned upon receipt of all bidding documents returned in useable condition within (20) days after the date bids have been received. Plan documents are to be returned to Contegrity Group, Inc., 101 1st Street SE, Little Falls, MN 56345.

PRE-BID CONFERENCE: A pre-bid conference for all interested contractors will be held on **Wednesday, May 14th, 2025, at 2:00 PM** at Aitkin County Government Center, 307 2nd St NW, Aitkin, MN 56431, 3rd Floor Board Room.

BID SECURITY: Each bid shall be accompanied by a certified check, cashier's check, or corporate surety bond in an amount equal to five (5%) percent of the base bid, as bid security.

If awarded a contract, each successful Bidder shall be required to furnish both Performance and Payment Bonds covering faithful performance of the contract and the payment of all obligations arising under such contract. Such bonds shall be the latest edition of the AIA Document A312/CM, in the amount equal to 100% payment.

Aitkin County reserves the right to reject any or all bids received and to waive any informalities and irregularities in the bidding.

Bids may not be withdrawn or modified within forty-five (45) days after the closing time and date.



Board of County Commissioners Agenda Request

6B

Agenda Item #

Requested Meeting Date: April 22, 2025**Title of Item:** Wideseth proposal for B3 requirements

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>
Submitted by: Jim Bright	Department: Maintenance
Presenter (Name and Title): Jim Bright Facilities Coordinator	Estimated Time Needed: 10 Min
Summary of Issue: Wideseth provided a proposal for the extra cost associated with the B3 requirements that are associated with the money we are receiving from the state for the remodel of the HHS building. The extra cost over the original contract comes from the extra reporting, designs, closeout, B3 tracker portal updates and creating a predesign manual.	
Alternatives, Options, Effects on Others/Comments:	
Recommended Action/Motion: Approve the proposal to Wideseth for the design services required with the B3 standards	
Financial Impact: 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? \$ 40,000 Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Please Explain: The cost of the proposal will come out of the HHS remodel budget.	

April 16, 2025

Mark Wedel
Board Chair
Aitkin County
307 2nd St NW
Aitkin, MN 56431

Professional Design Services Proposal

Aitkin County Health & Human Services B3 & Predesign Services

Dear Mr. Wedel,

Thank you for the opportunity to continue assisting Aitkin County in the Health & Human Services Renovation. Widseth Smith Nolting & Associates, Inc. (dba Widseth) is pleased to submit the following proposal for design services. This proposal, as dated above, shall be governed by the attached General Provisions of Professional Services Agreement and amended to include the following information.

Project Understanding

Widseth understands that the ongoing Health & Human Services Renovation project is required to comply with both the State of Minnesota's B3 Guidelines and the Predesign requirements as called for by the terms of the General Obligation Bond used in part to fund the project.

Scope of Services

Based on the Project Understanding outlined above, Widseth proposes the following Scope of Services:

- B3 Process & Submittal – Widseth will review the Minnesota B3 Guidelines pertaining to this project, provide responses to the required phases (predesign, design, final design, and closeout) and categories indicated within the B3 tracker, and adjust the remodel design to maintain guideline compliance to the extent feasible for the project. Widseth will coordinate with the Construction Manager and Commissioning Agent throughout the B3 process.
- Predesign Manual – Widseth will develop a predesign document based on Minnesota's Predesign Template outlining the intent of the project, programmatic needs, and spatial design justification. Widseth will submit this document to the State of Minnesota for review and provide responses as required.

Not Included in the Scope of Services

Any service not specifically described herein to be performed, if mutually agreed to by the Owner and Widseth, will be considered an Additional Service. This will result in an increase in Widseth's professional services fee and an adjustment in the contract time.

Proposed Fees

Widseth proposes to complete the Scope of Services described above for a Total Lump Sum fee of \$40,000.00 (forty thousand dollars). This total fee is broken down as follows:

B3 Submittal	\$30,000.00
Predesign Submittal	\$10,000.00
Total	\$40,000.00

Your signature below and return of this document will indicate your agreement with this Letter Proposal and attachments and shall constitute an Agreement between Widseth and Aitkin County. If this proposal meets your approval, please sign and return a copy of the executed agreement to our office and we will schedule our work accordingly.

This proposal will remain valid for 45 days after the submission date.

If you have any questions or would like to discuss any items in more detail, please call me directly at 218-263-6868 to address your concerns.

Thank you for this opportunity to propose and serve as your Architect and Engineers. Widseth is eager to contribute our expertise and we look forward to working with you on this exciting project.

Submitted:

Approved:

WIDSETH



4/16/2025

Katie Hildenbrand
Interior Designer, VP

Mark Wedel
Board Chair



4/16/2025

Kara Sharp
Architectural Designer

DATE: _____



Board of County Commissioners Agenda Request

6C
Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: Contract with Contegrity Group

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Jim Bright		Department: Maintenance
Presenter (Name and Title): Jim Bright Facilities Coordinator		Estimated Time Needed: 10 Min
Summary of Issue: Under the direction of the facilities committee I requested a propose and contract from Contegrity Group for Construction Management on the Health and Human Services Renovation. The proposal is \$118,500.00 which includes but not limited to: bidding, bid reviews, change order reviews, scheduling, budget tracking and closeouts. This contract was reviewed by the County Attorney		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve the proposal from Contegrity Group for construction management for the HHS renovation		
Financial Impact: <i>Is there a cost associated with this request?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping?</i> \$ 118,500 <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> The cost of the proposal will come out of the HHS remodel budget.		

AIA® Document C132® – 2019

Standard Form of Agreement Between Owner and Construction Manager as Adviser

AGREEMENT made as of the Twenty-Fourth day of March in the year Two Thousand Twenty-Five

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

BETWEEN the Owner:

(Name, legal status, address, and other information)

Aitkin County
307 Second Street NW
Aitkin, MN 56431

and the Construction Manager:

(Name, legal status, address, and other information)

Contegrity Group, Inc.
101 1st St SE
Little Falls MN 56345

for the following Project:

(Name, location, and detailed description)

Aitkin County Health & Human Services Renovation
204 First Street NW
Aitkin, MN 56431

The Architect:

(Name, legal status, address, and other information)

Widseth Smith Nolting & Associates, Inc., dba Widseth
216 South Main Street
Crookston, MN 56716

The Owner and Construction Manager agree as follows.

ADDITIONS AND DELETIONS:

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

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

This document is intended to be used in conjunction with AIA Documents A132™–2019, Standard Form of Agreement Between Owner and Contractor, Construction Manager as Adviser Edition; A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition; and B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. AIA Document A232™–2019 is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

TABLE OF ARTICLES

1	INITIAL INFORMATION
2	CONSTRUCTION MANAGER'S RESPONSIBILITIES
3	SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES
4	SUPPLEMENTAL AND ADDITIONAL SERVICES
5	OWNER'S RESPONSIBILITIES
6	COST OF THE WORK
7	COPYRIGHTS AND LICENSES
8	CLAIMS AND DISPUTES
9	TERMINATION OR SUSPENSION
10	MISCELLANEOUS PROVISIONS
11	COMPENSATION
12	SPECIAL TERMS AND CONDITIONS
13	SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

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

(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")

§ 1.1.1 The Owner's program for the Project:

(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)

Renovation of existing Health & Human Services facility to improve safety, security, and preservation of county buildings

§ 1.1.2 The Project's physical characteristics:

(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)

The current facility is a 19,000 sf building located at 204 First Street NW, Aitkin, MN

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

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

Construction cost of approximately \$4,500,000 and total project cost of \$5,986,777

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

TBD

.2 Construction commencement date:

September 2025

.3 Substantial Completion date or dates:

September 2026

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement method for the Project:
(Identify method such as competitive bid or negotiated contract.)

Competitively Bid / Multiple Prime Contracts

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

NA

§ 1.1.7 The Owner's anticipated Sustainable Objective for the Project:
(Identify and describe the Owner's Sustainable Objective for the Project, if any.)

NA

§ 1.1.7.1 If the Owner identifies a Sustainable Objective, the Owner and Construction Manager shall complete and incorporate AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E235–2019 is incorporated into this Agreement, the Owner and Construction Manager shall incorporate the completed E235–2019 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.8 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere.)

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

Jessica Seibert, MPNA
Aitkin County
307 Second Street NW, Room 310
Aitkin, MN 56431

Jim Bright, Facilities Supervisor
Aitkin County
209 Second Street NW, Room 166
Aitkin, MN 56431

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

NA

§ 1.1.11 The Owner shall retain the following consultants and Contractors:
(List name, legal status, address, and other contact information.)

- .1 Land Surveyor:
TBD
- .2 Geotechnical Engineer:
TBD
- .3 Civil Engineer:
TBD
- .4 Contractors, as defined in Section 1.4:
TBD
- .5 Separate Contractors, as defined in Section 1.4:
- .6 Other, if any:
(List any other consultants retained by the Owner.)

§ 1.1.12 The Construction Manager identifies the following representative in accordance with Section 2.5:
(List name, address, and other contact information.)

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

§ 1.1.13 The Construction Manager's staffing plan as required under Section 3.3.3 shall include:
(List any specific requirements and personnel to be included in the staffing plan, if known.)

If Part-Time coordination is required, it will be billed at a rate of \$130/hr. plus mileage at the then current IRS rate. If Full-Time coordination is required, it will be billed at a rate of \$22,490 plus \$3,200 per month for reimbursables.

The rates set forth above shall be in effect through December 31, 2026. Thereafter the rates shall be increased by three percent (3.0%) per year for each subsequent 12-month period.

§ 1.1.14 The Construction Manager's consultants retained under Basic Services, if any:
(List name, legal status, address, and other contact information of any consultants.)

NA

§ 1.1.15 The Construction Manager's consultants retained under Supplemental Services:

NA

§ 1.1.16 Other Initial Information on which this Agreement is based:

NA

§ 1.2 The Owner and Construction Manager may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Construction Manager shall appropriately adjust the Construction Manager's services, schedule for the Construction Manager's services, and the Construction Manager's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

(Paragraphs deleted)

§ 1.4 The term "Contractors" refers to persons or entities who perform Work under contracts with the Owner that are administered by the Construction Manager and Architect. The term "Contractors" is used to refer to such persons or entities, whether singular or plural. The term does not include the Owner's own forces, or Separate Contractors, which are persons or entities who perform construction under separate contracts with the Owner not administered by the Construction Manager and Architect.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

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

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

§ 2.3 The Construction Manager shall provide its services in conjunction with the services of an Architect as described in AIA Document B132™–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Construction Manager shall not be responsible for actions taken by the Architect.

§ 2.4 The Construction Manager shall coordinate its services with those services provided by the Owner, the Architect, the Contractors, and the Owner's other consultants and Separate Contractors. The Construction Manager shall be entitled to rely on, and shall not be responsible for, the accuracy and completeness of services and information furnished by the Owner, the Architect, and the Owner's other consultants and Separate Contractors. The Construction Manager shall provide prompt written notice to the Owner if the Construction Manager becomes aware of any error, omission, or inconsistency in such services or information.

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

§ 2.6 The Construction Manager, as soon as practicable once actual construction dates are finalized, shall notify the Owner in writing of the names and qualifications of its proposed key staff members. Within 14 days of receipt of the names and qualifications of the Construction Manager's proposed key staff members, the Owner may reply to the Construction Manager in writing, stating (1) whether the Owner has reasonable objection to a proposed key staff member or (2) that the Owner requires additional time to review. Failure of the Owner to reply within the 14-day period shall constitute notice of no reasonable objection. The Construction Manager shall not staff any employees on the Project to whom the Owner has made reasonable and timely objection. The Construction Manager shall not change its key staff members without the Owner's consent, which shall not be unreasonably withheld or delayed.

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

§ 2.8 The Construction Manager shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager as set forth in section 11.7.

§ 2.8.1 Commercial General Liability with policy limits of not less than See Attached for each occurrence and See Attached in the aggregate for bodily injury and property damage.

§ 2.8.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager with policy limits of not less than See Attached per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.8.3 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.8.1 and 2.8.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 2.8.4 Workers' Compensation at statutory limits and Employers Liability with policy limits not less than See Attached each accident, See Attached each employee, and See Attached policy limit.

§ 2.8.5 Professional Liability covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than See Attached per claim and See Attached in the aggregate.

§ 2.8.6 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

§ 2.8.7 The Construction Manager shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.8.

§ 2.9 The Construction Manager shall assist the Owner, Architect, and other Project participants in establishing building information modeling and digital data protocols for the Project using AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 2.10 Submittal Exchange, or another similar web-based project data base may be used for this project. This exchange will be utilized for electronic exchanging, reviewing and archiving design and construction project documentation in a cloud-based environment and will provide for an electronic record for the Owner/Architect and Construction Manager. Costs associated with this service shall be paid for at cost through the project general conditions.

§ 2.11 The Construction Manager shall retain all Project related documents and information it receives, and the Owner and Architect shall have access to the documents and information. The Construction Manager shall transmit the documents and information to the Owner at final completion.

ARTICLE 3 SCOPE OF CONSTRUCTION MANAGER'S BASIC SERVICES

§ 3.1 Definition

The Construction Manager's Basic Services consist of those described in this Article 3, and include usual and customary Preconstruction and Construction Phase Services. Services not set forth in this Article 3 are Supplemental or Additional Services. The Owner, Construction Manager, and Contractors may agree, in consultation with the Architect, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently.

§ 3.2 Preconstruction Phase

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

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

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

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

§ 3.2.5 The Construction Manager shall update the Project schedule to include the components of the Work, including phasing of construction, times of commencement and completion required of each Contractor, ordering and delivery of products, including those that must be ordered in advance of construction, obtaining the required reviews and approvals of authorities having jurisdiction over the Project, and the occupancy requirements of the Owner.

§ 3.2.6 Based on the preliminary design and information prepared or provided by the Architect and other Owner consultants, the Construction Manager shall prepare, for the Architect's review and Owner's approval, preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques, including the establishment of sufficient contingency to reasonably anticipate the development of the Project's design documents.

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

§ 3.2.8 The Construction Manager shall review recommendations for systems, materials, or equipment for the impact upon cost, schedule, sequencing, constructability, and coordination among the Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

§ 3.2.9 As the Architect progresses with the preparation of the Schematic Design, Design Development and Construction Documents, the Construction Manager shall prepare and update, at appropriate intervals agreed to by the Owner, Construction Manager and Architect, an estimate of the Cost of the Work with increasing detail and refinement. The Construction Manager shall include in the estimate those costs to allow for further development of the design, bidding or negotiating, price escalation, and market conditions. The estimate shall be provided for the Architect's review and the Owner's approval. The Construction Manager shall inform the Owner and Architect in the event that the estimate of Cost of the Work exceeds the latest approved Project budget, and make recommendations for corrective action.

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

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

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

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

§ 3.2.14 The Construction Manager shall make recommendations about, and coordinate the ordering and delivery of, materials in support of the schedule, including those that must be ordered in advance of construction.

§ 3.2.15 The Construction Manager shall assist the Owner in selecting, retaining, and coordinating the professional services of surveyors, geotechnical engineers, special consultants, and construction materials testing required for the Project.

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

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

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

§ 3.2.19 The Construction Manager, in consultation with the Owner, shall develop bidders' interest in the Project and establish bidding schedules. The Construction Manager shall assist the Owner and the Architect with the development of the Bidding Documents, which consist of bidding requirements and proposed Contract Documents. The Construction Manager, with the assistance of the Architect, shall issue Bidding Documents to bidders and conduct pre-bid conferences with prospective bidders. The Construction Manager shall issue the current Project schedule with each set of Bidding Documents. The Construction Manager shall assist the Architect with regard to questions from bidders and with the issuance of addenda.

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

§ 3.2.21 The Construction Manager, with the assistance of the Architect, shall review bids, and prepare bid analyses, and make recommendations to the Owner for the Owner's award of Contracts for Construction or rejection of bids.

§ 3.2.22 The Construction Manager, with the assistance of the Architect, shall assist the Owner in preparing Contracts for Construction. The Construction Manager shall advise the Owner on the acceptability of Subcontractors and material suppliers proposed by Contractors.

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

§ 3.2.24 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall fulfill its Preconstruction Phase responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

§ 3.3 Construction Phase

§ 3.3.1 The Construction Manager shall provide on-site administration of the Contracts for Construction in cooperation with the Architect as set forth below and in AIA Document A232™–2019, General Conditions of the Contract for Construction, Construction Manager as Adviser Edition. If the Owner and Contractor modify AIA Document A232–2019, those modifications shall not affect the Construction Manager's services under this Agreement unless the Owner and the Construction Manager amend this Agreement.

§ 3.3.2 Subject to Section 4.2 and except as provided in Section 3.3.30, the Construction Manager's responsibility to provide Construction Phase Services commences with the award of the initial Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

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

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

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

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

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

§ 3.3.8 The Construction Manager shall coordinate all tests and inspections required by the Contract Documents or governmental authorities, and arrange for the delivery of test and inspection reports to the Owner and Architect. However, the Construction Manager is only obligated to schedule the test and inspections to the extent the contractor informs the Construction Manager in writing that their work is ready for the specific special test and inspections.

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

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

§ 3.3.11 The Construction Manager shall develop cash flow reports and forecasts for the Project and include them in the Construction Manager's progress reports.

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

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

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

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

§ 3.3.12.3 The Construction Manager's certification for payment shall constitute a representation to the Owner, based on the Construction Manager's evaluations of the Work and on the data comprising the Contractors' Applications for Payment, that, to the best of the Construction Manager's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractors are entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion; (2) results of subsequent tests and inspections; (3) correction of minor deviations from the Contract Documents prior to completion; and (4) specific qualifications expressed by the Construction Manager. The issuance of a Certificate for Payment shall further constitute a recommendation to the Architect and Owner that the Contractor be paid the amount certified.

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

§ 3.3.13 The Construction Manager shall obtain and review the safety programs developed by each Contractor solely and exclusively for purposes of coordinating the safety programs with those of the other Contractors and for making recommendations for any additional safety measures to be considered in the Work of the Contractors. The Construction Manager's responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the Contractors, Subcontractors, agents or employees of the Contractors or Subcontractors, or any other persons performing portions of the Work and not directly employed by the Construction Manager. As such the parties agree and understand that Construction Manager shall have no responsibility for the safety of the contractor, multiple prime contractors, sub-contractors, agents or employees of the contractors or multiple prime contractors or sub-contractors or any other person performing portions of the work

§ 3.3.14 The Construction Manager shall determine in general that the Work of each Contractor is being performed in accordance with the requirements of the Contract Documents and notify the Owner, Contractor and Architect of defects and deficiencies in the Work. The Construction Manager shall have the authority to reject Work that does not conform to the Contract Documents and shall notify the Architect about the rejection. The failure of the Construction Manager to reject Work shall not constitute acceptance of the Work. The Construction Manager shall record any rejection of Work in its daily log and include information regarding the rejected Work in its progress reports to the

Architect and Owner pursuant to Section 3.3.22.1. Upon written authorization from the Owner, the Construction Manager may require and make arrangements for additional inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed, and the Construction Manager shall give timely notice to the Architect of when and where the tests and inspections are to be made so that the Architect may be present for such procedures.

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

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

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

§ 3.3.18 The Construction Manager shall assist the Initial Decision Maker in the review, evaluation and documentation of Claims, subject to Section 4.2.2.7.

§ 3.3.19 Utilizing the submittal schedules provided by each Contractor, the Construction Manager shall prepare, and revise as necessary, a Project submittal schedule incorporating information from the Owner, Owner's consultants, Owner's Separate Contractors and vendors, governmental agencies, and participants in the Project under the management of the Construction Manager. The Project submittal schedule and any revisions shall be submitted to the Architect for approval.

§ 3.3.20 The Construction Manager shall promptly review all Shop Drawings, Product Data, Samples, and other submittals from the Contractors for compliance with the submittal requirements of the Contract, coordinate submittals with information contained in related documents, and transmit to the Architect those that the Construction Manager recommends for approval. The Construction Manager's actions shall be taken in accordance with the Project submittal schedule approved by the Architect, or in the absence of an approved Project submittal schedule, with such reasonable promptness as to cause no delay in the Work or in the activities of the Contractors, the Owner, or the Architect.

§ 3.3.20.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractors by the Contract Documents, the Construction Manager shall review those submittals for sequencing, constructability, and coordination impacts on the other Contractors. The Construction Manager shall discuss its findings with the Owner and the Architect, and coordinate resolution, as necessary, of any such impacts.

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

§ 3.3.21.1 The Construction Manager shall collect, review for accuracy, and compile the Contractors' daily logs; and include them in the Construction Manager's reports prepared and submitted in accordance with section 3.3.21.2.

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

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

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

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

§ 3.3.22 Utilizing the documents provided by the Contractors, the Construction Manager shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Owner, Architect, and Contractors. Upon completion of the Project, the Construction Manager shall deliver them to the Owner.

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

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

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

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

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

§ 3.3.28 The Construction Manager shall coordinate receipt, and delivery to the Owner, of other items provided by the Contractors, such as keys, manuals, and record drawings. The Construction Manager shall forward to the Architect a final Project Application for Payment and Project Certificate for Payment, or a final Application for Payment and final Certificate for Payment, upon the Contractors' compliance with the requirements of the Contract Documents.

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

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

ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

§ 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Construction Manager shall provide the listed Supplemental Services only if specifically designated in the table below as the Construction Manager's responsibility, and the Owner shall compensate the Construction Manager as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Construction Manager is designated, the parties agree that the listed Supplemental Service is not being provided for the Project. *(Designate the Construction Manager's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Construction Manager or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

Supplemental Services	Responsibility (Construction Manager, Owner or not provided)
§ 4.1.1.1 Measured drawings	Owner
§ 4.1.1.2 Tenant-related services	Owner
§ 4.1.1.3 Commissioning	Owner
§ 4.1.1.4 Development of a commissioning plan	Owner
§ 4.1.1.5 Sustainable Project Services pursuant to Section 4.1.3	Owner
§ 4.1.1.6 Furniture, furnishings and equipment delivery, and installation coordination	Owner
§ 4.1.1.7 Furniture, furnishings and equipment procurement assistance	Owner
§ 4.1.1.8 Assistance with site selection	Owner
§ 4.1.1.9 Assistance with selection of the Architect	Owner
§ 4.1.1.10 Furnish land survey	Owner
§ 4.1.1.11 Furnish geotechnical engineering services	Owner
§ 4.1.1.12 Provide insurance advice	Owner
§ 4.1.1.13 Provide supplemental Project risk analysis and mitigation strategies	Owner
§ 4.1.1.14 Stakeholder relationships management	Owner
§ 4.1.1.15 Owner moving coordination	Owner
§ 4.1.1.16 Coordination of Owner's Separate Contractors	Owner
§ 4.1.1.17 Other Supplemental Services	Owner

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§ 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Construction Manager's responsibility is provided below.

(Describe in detail the Construction Manager's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Construction Manager shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement. The Owner shall compensate the Construction Manager as provided in Section 11.2.

§ 4.2 Construction Manager's Additional Services

§ 4.2.1 The Construction Manager may provide Additional Services after execution of this Agreement, without invalidating this Agreement. Except for services required due to the fault of the Construction Manager, any Additional Services provided in accordance with this Section 4.2 shall entitle the Construction Manager to compensation pursuant to Section 11.3.

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

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6. Services necessitated by sections 6.4 and 6.6 shall not be considered additional services;
- .2 Services necessitated by the enactment or revision of codes, laws, regulations or official interpretations after the date of this Agreement;
- .3 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's other consultants or contractors;
- .4 Preparation of documentation for alternate bid or proposal requests proposed by the Owner;
- .5 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .6 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Construction Manager is party thereto;
- .7 Consultation concerning replacement of Work resulting from fire or other cause during construction and furnishing services required in connection with the replacement of such Work; or
- .8 Assistance to the Initial Decision Maker.

§ 4.2.3 To avoid delay in the Construction Phase, the Construction Manager shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Construction Manager's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Construction Manager of the Owner's determination. The Owner shall compensate the Construction Manager for the services provided prior to the Construction Manager's receipt of the Owner's notice:

- .1 Providing assistance to the Initial Decision Maker in evaluating an extensive number of Claims submitted by a Contractor or others in connection with the Work.

- .2 Services required in an emergency to coordinate the activities of a Contractor or Contractors in the event of risk of personal injury or serious property damage, consistent with Section 3.3.15.

§ 4.2.4 Except for services required under Section 3.3.30, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work, or (2) the anticipated date of Substantial Completion identified in the Initial Information, whichever is earlier, shall be compensated as Additional Services to the extent the Construction Manager incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within twenty-four (24) months of the date of this Agreement, through no fault of the Construction Manager, extension of the Construction Manager's services beyond that time shall be compensated as Additional Services.

ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria; special equipment; systems; and site requirements.

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

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

§ 5.4 The Owner shall retain an Architect to provide services, duties and responsibilities as described in AIA Document B132–2019, Standard Form of Agreement Between Owner and Architect, Construction Manager as Adviser Edition. The Owner shall provide the Construction Manager with a copy of the scope of services in the agreement executed between the Owner and Architect, and any further modifications to the Architect's scope of services in the agreement.

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

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

§ 5.7 Unless provided by the Construction Manager, the Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.8 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.9 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, attached to this Agreement.

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

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

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

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

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

§ 5.15 The Owner shall communicate with the Contractors and the Construction Manager's consultants through the Construction Manager about matters arising out of or relating to the Contract Documents. The Owner and Construction Manager shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Construction Manager otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

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

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

§ 5.18 Within 15 days after receipt of a written request from the Construction Manager, the Owner shall furnish the requested information as necessary and relevant for the Construction Manager to evaluate, give notice of, or enforce lien rights.

ARTICLE 6 COST OF THE WORK

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

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

§ 6.3 If the Architect is providing cost estimating services as a Supplemental Service, and a discrepancy exists between the Construction Manager's cost estimates and the Architect's cost estimates, the Construction Manager and the Architect shall work together to reconcile the cost estimates.

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

§ 6.5 If the Construction Manager's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 terminate in accordance with Section 9.5;
- .3 in consultation with the Construction Manager and Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
- .4 implement any other mutually acceptable alternative.

§ 6.6 If the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work pursuant to Section 6.5.3, or if the bids or proposals received from the prospective Contractors, in the aggregate, exceed the Owner's budget for the Cost of the Work, and the Owner chooses to revise the Project program, scope, or quality to reduce the Cost of the Work, the Construction Manager shall cooperate with the Owner and Architect to develop the necessary revisions, update the cost estimate, and obtain additional bids. The Construction Manager will perform the services described in Sections 6.4 and 6.6 without additional compensation.

ARTICLE 7 COPYRIGHTS AND LICENSES

The Construction Manager and the Construction Manager's consultants, if any, shall not own or claim a copyright in the Instruments of Service. The Construction Manager, the Construction Manager's consultants, if any, and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 General

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

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Construction Manager waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A232-2019, General Conditions of the Contract for Construction. The Owner or the Construction Manager, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Construction Manager shall indemnify and hold the Owner and the Owner's officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys' fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Construction Manager, its employees and its consultants in the performance of professional services under this Agreement. The Construction Manager's obligation to indemnify and hold the Owner and the Owner's officers and employees harmless does not include a duty to defend. The Construction Manager's duty to indemnify the Owner under this Section 8.1.3 shall be limited to the available proceeds of the insurance coverage required by this Agreement.

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

§ 8.2 Mediation

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

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

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

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

(Check the appropriate box.)

☐ Arbitration pursuant to Section 8.3 of this Agreement

☒ Litigation in a court of competent jurisdiction

☐ Other: *(Specify)*

If the Owner and Construction Manager 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, the dispute will be resolved in a court of competent jurisdiction.

§ 8.3 Arbitration

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

date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

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

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

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

§ 8.3.4 Consolidation or Joinder

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

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

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

§ 8.4 The provisions of this Article 8 shall survive the termination of this Agreement.

ARTICLE 9 TERMINATION OR SUSPENSION

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

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

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

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

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

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Construction Manager for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Construction Manager's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Construction Manager terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Construction Manager the following termination fee:
(Set forth below the amount of any termination fee, or the method for determining any termination fee.)

An amount equal to 10% of remaining fees for that respective phase to which the project is currently in.

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A232-2019, General Conditions of the Contract for Construction, except for purposes of this Agreement, the term "Work" shall include the work of all Contractors under the administration of the Construction Manager and the Architect.

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

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

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

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

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

the Construction Manager in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Construction Manager or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

ARTICLE 11 COMPENSATION

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

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

Reference Construction Management Fee Proposal dated February 12, 2025, attached to this contract.

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

Reference Construction Management Fee Proposal dated February 12, 2025, attached to this contract.

§ 11.2 For the Construction Manager's Supplemental Services designated in Section 4.1.1, and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

NA

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Construction Manager as follows:
(Insert amount of, or basis for, compensation.)

Per rates as listed in Article 11.5 and 11.6

§ 11.4 Compensation for Supplemental and Additional Services of the Construction Manager's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Construction Manager plus zero percent (0%), or as follows:
(Insert amount of, or basis for computing, Construction Manager's consultants' compensation for Supplemental or Additional Services.)

NA

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

Rates:

Employee or Category	Rate (\$0.00)
Senior Project Manager	\$175.00 / hr.
Project Manager	\$135.00 / hr.
Assistant Project Manager	\$90.00 / hr.
Project Coordinator	\$130.00 / hr.
Assistant Project Coordinator	\$105.00 / hr.
Office Manager	\$95.00 / hr.
Contract Manager	\$75.00 / hr.
Administrative Assistant	\$70.00 / hr.

The rates set forth above shall be in effect through December 31, 2025. Thereafter the rates shall be increased by three percent (3.0%) per year as of January 1 of each subsequent year.

§ 11.6 Compensation for Reimbursable Expenses

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

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Professional photography, and presentation materials requested by the Owner;
- .8 If required by the Owner, and with the Owner's prior written approval, the Construction Manager's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Construction Manager's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses; and
- .11 Other similar Project-related expenditures.

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

§ 11.7 **Construction Manager's Insurance.** If the types and limits of coverage required in Section 2.8 are in addition to the types and limits the Construction Manager normally maintains, the Owner shall pay the Construction Manager for the additional costs incurred by the Construction Manager for the additional coverages as set forth below.

(Insert the additional coverages the Construction Manager is required to obtain in order to satisfy the requirements set forth in Section 2.8, and for which the Owner shall reimburse the Construction Manager.)

§ 11.8 Payments to the Construction Manager

§ 11.8.1 Initial Payment

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

§ 11.8.2 Progress Payments

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

12% Twelve

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

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

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:
(Include other terms and conditions applicable to this Agreement.)

ARTICLE 13 SCOPE OF THE AGREEMENT

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

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

- .1 AIA Document C132™–2019, Standard Form Agreement Between Owner and Construction Manager as Adviser

(Paragraphs deleted)

- .2 Exhibits:
(Check the appropriate box for any exhibits incorporated into this Agreement.)

[] AIA Document E235™–2019, Sustainable Projects Exhibit, Construction Manager as Adviser Edition, dated as indicated below:
(Insert the date of the E235-2019 incorporated into this agreement.)

[] Other Exhibits incorporated into this Agreement:
(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits identified in Section 4.1.2.)

- .3 Other documents:
(List other documents, if any, forming part of the Agreement.)

1. Certificate of Insurance – General Liability/Professional Liability
2. Construction Management Fee Proposal Dated February 12, 2025
3. Draft Concept Estimate / Update Dated November 22, 2024, v.5

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

OWNER (Signature)

Jessica Seibert, County Administrator
(Printed name and title)

CONSTRUCTION MANAGER (Signature)

Lawrence Filippi, Vice President
(Printed name and title)

OWNER (Signature)

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

Init.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/11/2025

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

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

PRODUCER
Arthur J. Gallagher Risk Management Services, LLC
916 W Saint Germain St
Ste 100
Saint Cloud MN 56301

CONTACT NAME: Chelsey Ray

PHONE (A/C, No, Ext): 320-257-6870

FAX (A/C, No):

E-MAIL ADDRESS: Chelsey_Ray@ajg.com

INSURER(S) AFFORDING COVERAGE

NAIC #

INSURER A : Argonaut Insurance Company

19801

INSURER B : SECURA Insurance Company

22543

INSURER C :

INSURER D :

INSURER E :

INSURER F :

INSURED
Contegrity Group, Inc.
101 1st Street SE
Little Falls MN 56345

COVERAGES

CERTIFICATE NUMBER: 1724883141

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y		20-CP-003427025-0	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EBL AGGREGATE \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A3427026	1/1/2025	1/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED <input checked="" type="checkbox"/> RETENTION \$ 0			CU 3427028	1/1/2025	1/1/2026	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ \$
B	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	20-WC-003427027-0	1/1/2025	1/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.I. EACH ACCIDENT \$ 500,000 E.I. DISEASE - EA EMPLOYEE \$ 500,000 E.I. DISEASE - POLICY LIMIT \$ 500,000
A	Professional Liability			121 AE 0212231-02	1/1/2025	1/1/2026	Limits \$2,000,000

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

Project: Aitkin County Health & Human Services Renovation, 204 First Street NW, Aitkin, MN 56431

Aitkin County is included as blanket additional insured with regards to commercial general liability, while required by written contract.

CERTIFICATE HOLDER**CANCELLATION**

Aitkin County
307 Second Street NW
Aitkin MN 56431

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Aitkin County Health & Human Services Remodel

CONSTRUCTION MANAGEMENT Fee Proposal 2-12-2025

CM FEE BASED ON A CONSTRUCTION COST OF \$4,500,000.00						
	PRE-CONSTRUCTION PHASE			CONSTRUCTION PHASE		TOTALS
* CONSTRUCTION MANAGEMENT FEE	Design Development	Construction Documents	Bidding & Contract Award	Construction	Warranty	
	10.00%	10.00%	5.00%	70.00%	5.00%	
Basic Construction Mgmt Fee	12,600.00	12,600.00	6,300.00	88,200.00	6,300.00	126,000.00
					Credit Concept Development Fee	(7,500.00)
					CM FEE TOTAL	118,500.00

ON SITE SUPERVISION	Hourly	Monthly
Project Coordinator (Hourly Basis)	130.00 / Hr.	22,490.00
Reimbursables	As Incurred	3,200.00

Notes:

The following items are included in this fee proposal. Travel expenses for both the Project Manager, Project Coordinator, vehicle, housing and meal expenses.

Fees to be invoiced in equal monthly installments over the course of each respective phase. Warranty Phase to be invoiced 11 months after substantial completion of the project.

Postage and shipping costs billed at cost; copies to be billed as standard rate.

Contegrity Group, Inc. does not mark up General Conditions items. General Condition items are received, compiled and passed along to the owner for direct payment to the vendor. All General Condition items are secured by the Construction Manager on behalf of Aitkin County. The following is a list of typical General Condition items which are not part of this fee proposal: Jobsite office trailer, temp toilets, temp power, temp water, temp heat, building permits, equipment rental, surveying, trucking, testing, construction signs, temp roads, temp enclosures, safety barricades, temp fencing, storage facilities, clean up, rubbish removal, snow removal, blueprinting (including distribution cost), security, photographs, gas & oil, dewatering, fire protection, moving expenses, etc. If CGI was to provide the jobsite trailer, our monthly rate, which includes delivery, setup/removal & steps is \$1,200.00/month

AITKIN COUNTY | HUMAN SERVICES REMODEL

Plans Dated: 11-13-24

DRAFT Concept Estimate: 7-22-24.v1 Update: 11-22-24.v.5



contegritygroup

| Construction Management

DIVISIONS OF WORK	CONCEPT TOTALS 7-22-24	CONCEPT TOTALS UPDATE: 11-22-24.v5	Cost / SF (20,182)
Division 02 - Existing Conditions	162,744.00	192,523.50	9.54
Division 03 - Concrete	14,423.00	16,583.00	0.82
Division 04 - Masonry	31,600.00	31,600.00	1.57
Division 05 - Metals	27,000.00	33,300.00	1.65
Division 06 - Woods, Plastics and Composites	207,364.10	212,404.10	10.52
Division 07 - Thermal & Moisture Protection	60,364.00	64,564.00	3.20
Division 08 - Openings	318,350.00	342,550.00	16.97
Division 09 - Finishes	745,907.50	745,907.50	36.96
Division 10 - Specialties	67,600.00	67,600.00	3.35
Division 11 - Equipment	0.00	0.00	0.00
Division 12 - Furnishings	0.00	0.00	0.00
Division 13 - Special Construction	0.00	0.00	0.00
Division 14 - Conveying Equipment	0.00	130,000.00	6.44
Division 21 - Fire Suppression	90,819.00	90,819.00	4.50
Division 22 - Mech/Plumbing	348,630.00	351,830.00	17.43
Division 23 - Heating, Ventilating & Air Conditioning	554,601.36	561,101.36	27.80
Division 24 - Test and Balancing	10,091.00	10,091.00	0.50
Division 25 - Temperature Controls	131,183.00	179,949.00	8.92
Division 26 - Electrical	565,096.00	565,096.00	28.00
Division 27 - Communication	73,058.84	73,058.84	3.62
Division 28 - Electronic Safety and Security	61,500.00	102,000.00	5.05
Division 31 - Earthwork	0.00	0.00	0.00
Division 32 - Exterior Improvements	0.00	0.00	0.00
Division 33 - Utilities	0.00	0.00	0.00
Sub Total Construction	3,470,331.80	3,770,977.30	186.85
** General Requirements (Allowance of 8% Carried) - Revised to Fixed Amount	277,626.54	250,000.00	
Grant Funding - Cost Adjustment Modifier - Allowance - Reduced Value	260,274.89	200,000.00	
Building Permitting / Plan Review	38,500.00	38,500.00	
WAC / SAC (Water and Sewer Access Fees) - Existing to Remain	n/a	n/a	
Design / Bid / Construction Contingency (Concept Allowance of 7.5% Carried)	281,096.88	301,573.30	
Construction Cost	4,327,830.10	4,561,050.60	
Professional Fees (Arch. / Eng. / Cx Agent / CM - Allowance Adjusted to 12% Carried)	649,174.52	547,326.07	
Sub Total	4,977,004.62	5,108,376.67	
Owner Items			
Inflation / Escalation Factor - Midpoint of Const. (Allowance Consideration)	TBD	TBD	
Hazardous Materials - Report / Remediation (Anything Identified)	TBD	TBD	
Property Relocation Costs - Moving Expenses (Allowance)	50,000.00	50,000.00	
FF&E - Office Furnishings - Budget to be Confirmed (Allowance) - Fixed Value Set	662,799.95	675,000.00	
FF&E - Signage (Allowance)	15,000.00	15,000.00	
FF&E - Window Treatments	20,000.00	20,000.00	
Residential Appliances (Refr. / Range / Etc...) Allowance	15,000.00	15,000.00	
White Noise System / Integrated Headphones - Allowance (Increase value for both items)	25,000.00	50,000.00	
Technology / A/V / Projectors / Etc... - Improvements necessary	TBD	50,000.00	
Camera / Recording System - Interview Rooms (Relocate existing - Allowance carried)	TBD	3,400.00	
Medical / Fitness Equipment - (Not used, can be stricken on future estimates)	TBD	0.00	
Financing / Bond Costs / Interest Earnings	TBD	TBD	
TOTAL PROJECT COST*	5,764,804.57	5,986,776.67	
Other Items			
Alternate Pricing	TBD	TBD	

Notes

* ESTIMATE DOES NOT INCLUDE ANY B3 REQUIREMENTS AT THIS POINT IN TIME.

* ESTIMATE IS BASED ON AN OPEN COMPETITIVE BID MARKET.

* ESTIMATE IS BASED ON HISTORICAL VALUES AND IS AN APPROXIMATION OF CONSTRUCTION COSTS FOR 2025.

* BASE PROJECT TOTAL DOES NOT INCLUDE COSTS FOR INCIDENTALS TO ONGOING COUNTY OPERATIONS THAT NEED TO BE ACCOUNTED FOR DURING PHASING AND DISRUPTION OF PROJECT IF NECESSARY.

** GENERAL REQUIREMENTS (Owner Budget) are for items such as; Surveying, Soil Borings, Site Fencing, Portable Toilets, Dumpsters, Office Trailer, Plan Reproduction, Mailing Fees, Temp Signage, Temp Power, Temp Heat/Cool, Special Inspections/Testing, Builders Risk Insurance, Temp Enclosures, Safety Barricades, Fire Protection, Moving Expense, Final Cleaning, Temp Storage, On Site Supervision, This Budget will be refined and established in conjunction with the owner and the architect based on the anticipated needs of the project.



Board of County Commissioners Agenda Request



Requested Meeting Date: April 22, 2025

Title of Item: Go out for roofing bids

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Jim Bright		Department: Maintenance
Presenter (Name and Title): Jim Bright Facilities Coordinator		Estimated Time Needed: 5 Minutes
Summary of Issue: I'm requesting to go out for bids for several roofs on Aitkin County buildings, see attached map. The main bid will be the jail, center annex and the judicial center. Alternate #1 will be the 2 small roofs on HHS and alternate #2 will be the Land Department roof. The AD in the paper will run April 30th and May 7th Pre-bid meeting will be May 8th Bid opening will be May 15th in the Government training room at 1:00 PM Bids will be brought to the board May 27th		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: Approve go out for bids on the roofing project		
Financial Impact: <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 checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> Bids will be brought to the board for thier review and approval before moving forward.		

Advertisement for Bids

PROJECT:

Aitkin County Roof Replacements

Notice is hereby given that sealed bids for Aitkin County Roof Replacements will be addressed and delivered to Aitkin County, Attn: Jim Bright C/O County Auditor, 307 2nd Street NW - Room 121, Aitkin, MN 56431.

BID DATE INFORMATION:

BID DATE: May 15, 2025

BID TIME: 1:00 PM CT

BIDDING PROCEDURES:

All bids must be prepared on the form provided by the Architect and be submitted in a sealed opaque envelope with "Bid Enclosed for Aitkin County Roof Replacements" conspicuously marked on the lower left corner of the envelope.

Plans, Specifications and Proposal Forms as prepared by WiDSETH, 704 East Howard Street, Hibbing, MN 55746, (218) 263-6868, are available from the Architect's office either in electronic form at no cost or in hard copy form for a non-refundable fee for the cost of reproduction. Plans and Specifications may be reviewed at the offices of the Architect or the Minnesota Builders Exchange.

Each bid must be accompanied by a certified check, cashier's check, or bidder's bond in the amount of five percent (5%) of the bid, payable to the Owner; as provided in the specifications, said check and the amount thereof or the amount of the bidder's bond to be forfeited as liquidated damages if the bidder furnishing the same neglects or refuses to promptly carry out said bid or enter into contract with Aitkin County.

No bids may be withdrawn within thirty (30) days from the scheduled closing time for receiving bids.

The right is reserved to reject any or all bids or parts of bids and to waive informalities therein, and to award the contract to other than the lowest bidder if in their discretion the interests of the Owner will be best served thereby.

SITE VISIT INFORMATION

A Pre-Bid Meeting will take place on May 8, 2025, at 10:00 AM CT. Attendees are to meet at the Judicial Center lobby located at 209 2nd Street NW, Aitkin, MN 56431.

Untitled Map

Write a description for your map.

Legend

- Aitkin County
- Aitkin High School
- Hanson Insurance
- Jaques Art Center

Aitkin High School

210

210

Aitkin County Government Center

Aitkin County Courthouse

Jaques Art Center

2nd Ave NW

1st St NW

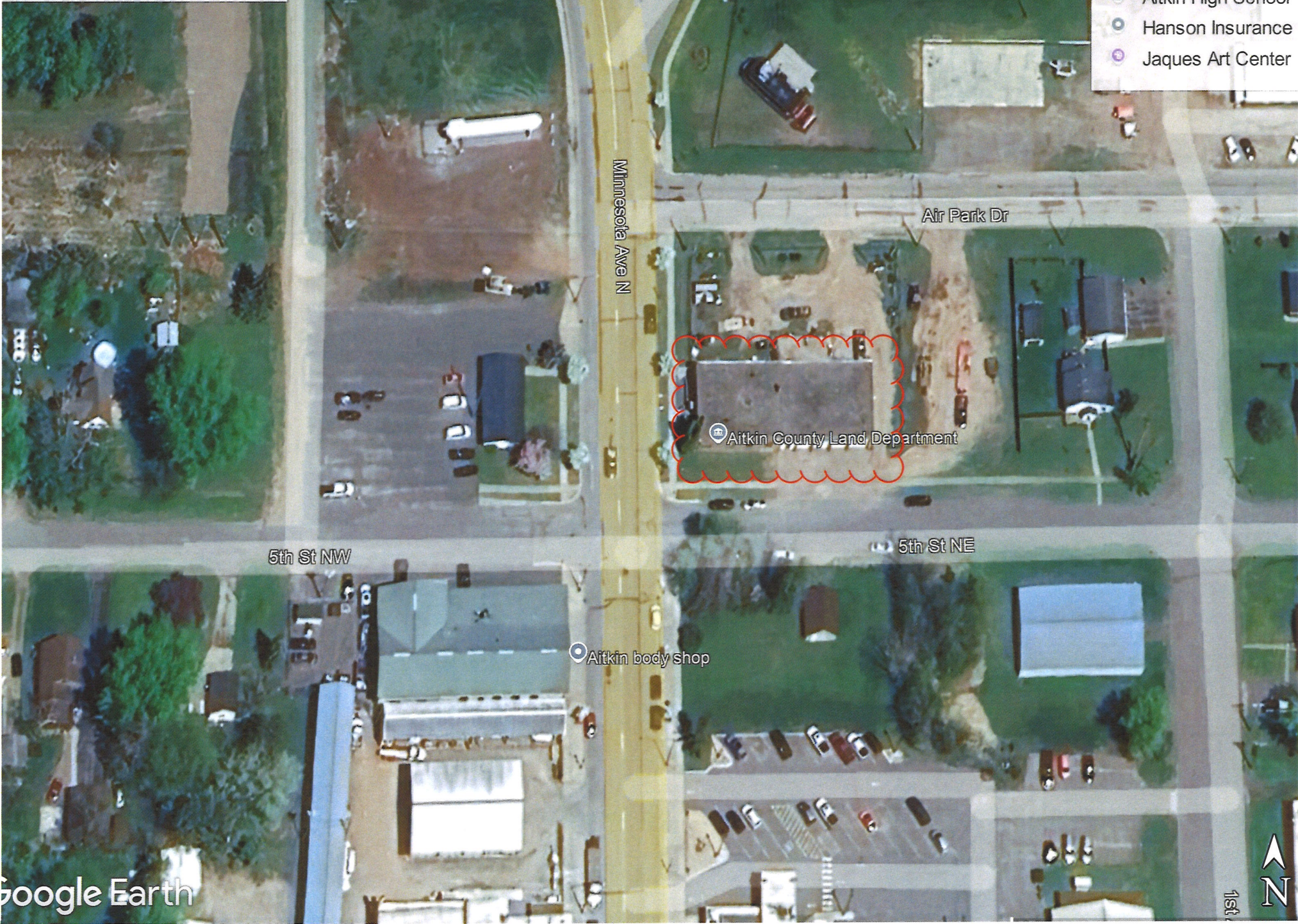
1st St NW

Google Earth



Untitled Map

Write a description for your map.



Legend

- Aitkin County
- Aitkin High School
- Hanson Insurance
- Jaques Art Center



Board of County Commissioners Agenda Request

6E

Agenda Item #

Requested Meeting Date: April 22, 2025**Title of Item:** Jail kitchen freezer and cooler replacement

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <div style="text-align: right; font-size: small;"><i>*provide copy of hearing notice that was published</i></div>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Jim Bright		Department: Maintenance
Presenter (Name and Title): Jim Bright Facilities Coordinator		Estimated Time Needed: 5 Min
Summary of Issue: The jail kitchen freezer and cooler are at the end of life and need to be replaced. This was noted on the last couple kitchen inspections. The walls of the cooler are starting to separate and leaking cold air around the seams. I received 3 quotes for the replacement of the boxes, evaporators, condensers and piping. Climate Makers - \$94,900.00 Duffney Refrigeration - \$51,570 Mcguire Mechanical - \$51,305.28		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Approve the Quote from Mcguire Mechanical for the replacement of the walk in cooler and freezer.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping?</i> \$ 51,305.28 <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> This is in the capital improvement plan and is being funded with a planned usage of fund balance. There is \$80,000 set aside for this project.		



Board of County Commissioners Agenda Request

7A
Agenda Item #

Requested Meeting Date: April 22, 2025

Title of Item: County/Administration related Updates

<input checked="checked" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input checked="checked" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Mark Jeffers		Department: Economic Development/Administration
Presenter (Name and Title): Mark Jeffers		Estimated Time Needed: 5 minutes
Summary of Issue: County/Administration related updates presented to the Board.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Discussion only.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="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 Board of Commissioners Committee Reports Forms

8A

Agenda Item #

Committee	Freq	Scheduled	Representative
Association of MN Counties (AMC)			
Environment & Natural Resources Policy			Environmental Services Director
General Government			Commissioner Leiviska
Health & Human Services			HHS Director
Indian Affairs Task Force			Commissioner Westerlund
Public Safety Committee			Commissioner Westerlund
Transportation Policy			Commissioner Kearney
Age-Friendly Changemakers			Kearney
Aitkin Airport Commission	Monthly	1st Wednesday	Wedel
Aquatic Invasive Species (AIS)	Monthly	3rd Thursday	Wedel and Sample
Aitkin County CARE Board	Monthly	3rd Thursday	Westerlund
Aitkin County Community Corrections	Quarterly	Varies	Wedel and Westerlund
Anoka County JPA Advisory Board	3x per year	1st Thursday in Feb, June and	Westerlund
Aitkin County Opioid Settlement Sub-committee	TBD	TBD	Sample
Aitkin County Water Planning Task Force	Bi-monthly	3rd Wednesday	Wedel
Aitkin Economic Development Administration	Quarterly	3rd Thursday	Wedel
Arrowhead Counties Association	8 or 9x yearly Sept. to May	1x a month, 3rd Wed.	Kearney, Alt. Westerlund
Arrowhead Economic Opportunity Agency	Bi-monthly (begin Feb.)	3rd Wednesday	Kearney, ALT. Leiviska
Arrowhead Regional Development Comm.	Quarterly	3rd Thursday	Kearney, ALT. Leiviska
ATV Committee	Monthly		Leiviska and Westerlund
Big Sandy Lake Management Plan	Monthly	2nd Wednesday	Sample Alt. Kearney
Brainerd 1 Watershed 1 Plan	Monthly	4th Tuesday	Wedel
Budget Committee	Monthly	1st Tuesday	Leiviska and Wedel
East Central Regional Library Board	Monthly	2nd Monday	Leiviska Alt. Sample
Economic Development	Monthly	4th Wednesday	Wedel and Sample
Emergency Management	As needed		Wedel
Environmental Assessment Worksheet	As needed		Kearney and Sample
Extension	4x year	Monday	Kearney Alt. Westerlund
Facilities	As needed		Wedel and Sample
H&HS Advisory (Liaison)	Monthly except July	1st Wednesday	Wedel and Kearney
Historical Society (Liaison)	Monthly	4th Wednesday	Leiviska
Joint Powers Natural Resource Board	Odd Months	4th Monday	Sample and Land Commissioner
Lakes and Pines	Monthly	3rd Monday	Leiviska Alt. Kearney
Law Library	Quarterly	Set by Judge	Leiviska Alt. Kearney
MCIT			Westerlund, Seibert
McGregor Airport Commission	Monthly	Last Wednesday	Sample
Mille Lacs Fisheries Input Group	8-10x yr		Westerlund
Mille Lacs Watershed	10x year	3rd Monday	Leiviska, Alt. Westerlund
Mississippi Grand Rapids 1W1P			Kearney
Mississippi Headwaters Board	Monthly	4th Friday	Kearney Alt. Sample
MN Rural Counties	8x year	Varies	Westerlund, Alt. Leiviska
Natural Resources Advisory Committee	8-10x yr	2nd Monday	Kearney and Sample
JET (NE MN Office Job Training)	As called		Leiviska
Northeast MN ATP	Quarterly	2nd Wednesday	Kearney (Leiviska, Alt.) and
Northeast MN Emergency Communications Board (ECB)	5-6x yr	4th Thursday	Leiviska (Sheriff Guida Alt.)
Northeast Waste Advisory Council	Quarterly	2nd Monday	Westerlund Alt. Sample
Northern Counties Land Use Coordinating Board	Monthly	1st Thursday	Westerlund Alt. Kearney
Ordinance	As needed		Leiviska and Sample
Personnel/Insurance	As needed	2nd Tuesday	Kearney and Wedel
Planning Commission	Monthly	3rd Monday	Kearney Alt. Westerlund
Rum 1W1P Policy Committee	Monthly	Unknown	Westerlund, Alt. Leiviska
Snake River 1W1P Policy			Leiviska Alt. Sample
Sobriety Court	Bi-Monthly	3rd Thursday	Wedel
Solid Waste Advisory	As needed		Wedel and Sample
Toward Zero Deaths	Monthly	2nd Wednesday	Wedel
Tri-County Community Health Services	Bi-Monthly	2nd Thursday	Westerlund