



# **AGENDA**

## **REGULAR MEETING OF THE COUNTY BOARD OF COMMISSIONERS**

**Date:** March 10, 2026

District 1 J. Mark Wedel, Chair

**Time:** 9:00 AM

District 2 Laurie Westerlund

**Where:** Government Center Board Room  
307 2nd Street NW  
Aitkin, MN 56431

District 3 Travis Leiviska, Vice Chair  
District 4 Bret Sample  
District 5 Michael Kearney

For more information and to watch the live stream, click the link on the Aitkin County website ([www.co.aitkin.mn.us](http://www.co.aitkin.mn.us)).

In accordance with Minnesota Statutes §13D.02, one or more commissioners may participate in the meeting via interactive technology. Commissioners joining via interactive technology will be seen and heard in the meeting room and votes will be taken by roll call.

**1) J. Mark Wedel, County Board Chair**

**A) Call to Order**

**B) Pledge of Allegiance**

**C) Approval of the Agenda**

**D) Citizens Public Comment** - Please see the 2026 Meeting Procedures located on the Aitkin County website for information on Public Participation at Board Meetings.

**2) Consent Agenda** - All items on the Consent Agenda are considered to be routine and have been made available to the County Board prior to the meeting. There will be no separate discussion of these items unless a Board member so requests, in which event the item will be removed from this Agenda and considered under a separate motion.

**A) Correspondence File Acknowledge-**

February 24, 2026 - March 9, 2026

**B) Approve County Board Minutes-**

February 24, 2026

**C) Approve Auditor Vouchers-**

Auditor Warrants - R&B 02.20.26

**D) Approve Auditor Vouchers-**

Auditor Warrants - HHS 02.20.26

**E) Approve Auditor Vouchers-**

Auditor Warrants - HR 02.24.26

**F) Approve Commissioner's Vouchers**

Commissioner Warrants 02.27.26

**G) Approve-**

Affidavit for Duplicate of Lost Warrant

**H) Adopt Resolution-**

LG220 Application for Exempt Permit -Sherwood

Forest Owners Association 7-3-26

**I) Adopt Resolution-**

LG220 Application for Exempt Permit -Sherwood

Forest Owners Association 7-4-26

**J) Adopt Resolution-**

LG220 Application for Exempt Permit -Sherwood

Forest Owners Association 7-18-26

**K) Adopt Resolution-**

LG220 Application for Exempt Permit -Sherwood

Forest Owners Association 7-31-26

**L) Adopt Resolution-**

LG220 Application for Exempt Permit -Sherwood

Forest Owners Association 8-14-26

**M) Approve Manual Warrants/Voids/Corrections-**

Manual Warrants - HHS 02.26.26

**N) Approve Auditor Vouchers-**

Auditor Warrant 02.27.26

**O) Approve Auditor Vouchers-**

Auditor Warrants - HHS 02.27.26

**P) Approve Manual Warrants/Voids/Corrections-**

ELAN 02.12.26

**Q) Approve Manual Warrants/Voids/Corrections-**

Manual Warrants 02.27.26

**R) Approve-**

Affidavit for Duplicate of Lost Warrant - Nygren

**S) Adopt Resolution-**

Application to Make Retail Sales of Cigarette & other

Tobacco Products

**T) Adopt Resolution-**

Keith Smith application to repurchase tax-forfeited

property

**U) Adopt Resolution-**

Joint Powers Agreements

**V) Approve-**

Out-of-State Travel Authorization (Community Health

Specialist)

**W) Approve-**

Approve eRecording Vendor

**X) Approve-**

Affidavit for Duplicate of Lost Warrant - Peterson

**Y) Approve-**

Affidavit for Duplicate of Lost Warrant - Cobb

9:05 a.m.

- 3) Aitkin-Carlton County Farm Bureau  
A) Proclamation for National Agriculture Week

9:10 a.m.

- 4) Mark Jeffers – Economic Development Coordinator  
A) Approve Childcare Economic Development Grant - approve to submit grant application

9:20 a.m.

- 5) Kathleen Ryan – County Auditor  
A) Adopt Resolution - Allow County Auditor To Act in County Administrator's Absence

9:25 a.m.

- 6) John Welle – County Engineer  
A) Approve Award Contract 20263  
B) Adopt Resolution - Transfer Municipal State-Aid Construction Funds  
C) Adopt Resolution - 2025 Budget Reserve

9:45 a.m.

- 7) Bobbie Danielson – Human Resources Director  
A) Approve Personnel Committee Recommendation (Night Patrol Sergeant)

9:50 a.m.

- 8) Jim Bright – Facilities Coordinator  
A) Health & Human Services Building Renovation Update - Information Only  
B) Approve Motor Pool Vehicle Purchase

10:05 a.m.

- 9) Commissioners Travis Leiviska and Michael Kearney  
A) NACO/Washington, D.C. Trip - Information Only

10:15 a.m.

- 10) Board of Commissioners  
A) Commissioner Committee Reports

ADJOURN

**Call to Order**

The Aitkin County Board of Commissioners met the 24<sup>th</sup> day of February, 2026 at 9:00 a.m. at the Aitkin Government Center with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, and Bret Sample. Also present were County Administrator David Minke and Administrative Assistant April Kellerman.

Commissioners Travis Leiviska and Michael Kearney were absent.

**Approval of Agenda**

Motion made by Commissioner Westerlund, seconded by Commissioner Sample and carried 3-0 to approve the February 24, 2026 agenda, as amended with adding item 2AA to the Consent Agenda.

There was no Citizens' Public Comment

**Consent Agenda**

Motion by Commissioner Westerlund, seconded by Commissioner Sample and carried 3-0 to approve the amended Consent Agenda as follows.

- A) Correspondence File – Acknowledge - Audit Letter from MN Department of Human Services;
- B) Approve February 10, 2025 County Board Minutes;
- C) Approve Auditor Vouchers – Auditor Warrants paid 02.06.26: Health & Human Services \$22,751.40;
- D) Approve Auditor Vouchers – Auditor Warrants paid 02.09.26: Health & Human Services \$560,273.76;
- E) Approve Commissioner Vouchers – Commissioner Warrants paid 02.13.26: General Fund \$195,299.82, Reserves Fund \$25,000.00, Road & Bridge \$76,123.22, Unorganized Townships \$27,166.78, State \$9,222.58, Trust \$5,802.61, Forest Development \$750.00, Long Lake Conservation Center \$12,101.14, Parks \$4,346.14, Coronavirus Relief Fund \$4,950.00 for a total of \$360,762.29;
- F) Adopt Resolution #20260224-019: LG220 Application for Exempt Permit – Moose-Willow Sportsman Club 07.2026;
- G) Adopt Resolution #20260224-020: LG220 Application for Exempt Permit – Moose-Willow Sportsman Club 11.2026;
- H) Approve Consumption & Display Permits – Hidden Meadows Campground Bar and Grill;
- I) Approve Auditor Vouchers – Auditor Warrants – Sales/Use & Diesel Tax paid 02.12.26: General Fund \$65.02, Road & Bridge \$1,888.70, Trust \$25.89, Long Lake Conservation Center \$60.26, Parks \$97.37 for a total of \$2,137.24
- J) Approve Auditor Vouchers – Auditor Warrants paid 02.13.26: General Fund \$278.16, Health & Human Services \$86,228.92 for a total of \$86,507.08;
- K) Approve Manual Warrants/Voids/Corrections – Manual Warrants paid 01.30.26: General Fund \$8,107.54;
- L) Approve Manual Warrants/Voids/Corrections – Elan paid 01.29.2026: General Fund \$1,716.20, Long Lake Conservation Center \$215.00, Road & Bridge \$45.63, Health & Human Services \$262.30 for a total of \$2,239.13;
- M) Approve Manual Warrants/Voids/Corrections – Manual Warrants paid 02.13.26: General Fund

\$2,574.41, State \$54,068.76, Long Lake Conservation Center \$592.70, Parks \$20.00 for a total of \$57,255.87;

N) Information Only – Cash Balance Report – January 2026;

O) Approve Fire Protection Contracts for the Unorganized Towns of 52-25 (Quadna), 52-27 (Shovel Lake) and 51-27 (LeMay) with the Hill City Fire Department;

P) Adopt Resolution #20260224-021: Sentence to Serve Donation – Logan Township;

Q) Approve Purpose Driven (PD) Recovery Homes Opioid Funding Request for Fixed Compact Safe Boxes for Residents project in the amount of up to \$1,090 reimbursement of purchase funded with Opioid Settlement Funds;

R) Approve Purpose Driven (PD) Recovery Homes Opioid Funding Request for Initial Rent and Gap Funding project in the amount of up to \$5,000 invoiced monthly over the next 6 months for rent payment for those ineligible for housing support up to \$400 per month for a maximum of 6 months or \$2,400 per resident funded with Opioid Settlement Funds;

S) Approve Aitkin Sobriety Court Opioid Funding Request for Support and Engagement Initiative in the amount of \$3,500 one-time payment funded with Opioid Settlement Funds;

T) Approve Aitkin High School Opioid Funding Request for Sullivan's Message for AHS & Community in the amount of \$1,500 one-time payment funded with Opioid Settlement Funds;

U) Approve Committee of the Whole Minutes 02.17.26;

V) Ratify Outdoor School For All Funding Agreement for Long Lake Conservation Center - Be it resolved that the Grant Contract Agreement between the State of Minnesota and Long Lake Conservation Center for Outdoor School for All funding be ratified.

W) Adopt Resolution #20260224-022: Final Contract Payment on Contract 20258 to Anderson Brothers Construction in the amount of \$32,181 .55.

X) Approve Equipment Purchase of 2025 John Deere 544G from McCoy Construction and Forestry, Grand Rapids, MN for \$169,333.

Y) Approve 2026-2027 County and Tribal Nation Minnesota Family Investment Program Biennial Service Agreement with the Minnesota Department of Children Youth & Families.

Z) Approve New Health & Human Services Advisory Committee Appointments: Amanda Voller in District 2 – 2 year term (January 1, 2026 – December 31, 2027), Mary Koolmo – District 4 – 2 year term (January 1, 2026 – December 31, 2027), and Nicole Ulrich – District 3 – 1 year term (January 1, 2026 – December 31, 2026)

AA) Approve the re-appointments of John Welle, Aitkin County Engineer, and Mike Arnold to the Aitkin Airport Commission with each appointment to serve for a 3-year term (January 1, 2026 – December 31, 2026)

## Regular Agenda

Motion by Commissioner Sample, seconded by Commissioner Westerlund and carried 3-0 to Approve Letter Acknowledging Spongy Moth Treatment in Aitkin County.

Motion by Commissioner Westerlund, seconded by Commissioner Sample and carried 3-0 to Adopt Resolution #20260224-023 supporting the Aitkin County Land Department's Federal Recreational Trail Program Grant Application.

Motion by Commissioner Westerlund, seconded by Commissioner Sample and carried 3-0 to Adopt Resolution #20260224-024 awarding the Mille Lacs East ATV Trail construction bid to Big Wolf Siteworks, LLC for \$639,286.78;

Motion by Commissioner Sample, seconded by Commissioner Westerlund and carried 3-0 to Approve the addition of SAP 001-030-010 to the 2026 Highway Maintenance/Construction Contract Schedule;

Motion by Commissioner Sample, seconded by Commissioner Wedel: Be it resolved to Award Contract 20263 to Casper Construction, Inc. in the amount of \$953,000 and that the chairperson of the Aitkin County Board and the Aitkin County Administrator are authorized and directed to enter into a contract on behalf of Aitkin County upon presentation of proper contract documents. After continuing discussion, a request to call the question was made. Voting in favor to call the question were Commissioners Sample and Westerlund. Opposed Commissioner Wedel. Motion to call the question failed. After further discussion, a motion was made by Commissioner Sample, seconded by Commissioner Wedel to amend the motion to award the contract by postponing it until the March 10<sup>th</sup> County Board meeting. The Amendment to Postpone passed 3-0.

Commissioner Committee Reports: Aitkin Itasca Koochiching Community Health Board, Aitkin County Opioid Settlement Sub-committee, Aitkin County CARE, Committee of the Whole.

### Adjourn

Motion by Commissioner Sample, seconded by Commissioner Westerlund and carried 3-0 to adjourn the meeting at 9:55 a.m. with the next regular meeting on Tuesday, March 10, 2026 at the Aitkin County Government Center.

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

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

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



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

**3** Road & Bridge

<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>	
9457	Marvin Tretter, Inc	1,705.70	1 Transactions
7000	Town Of Aitkin Treasurer	29,103.61	1 Transactions
7001	Town Of Ball Bluff Treasurer	13,235.58	1 Transactions
7002	Town Of Balsam Treasurer	4,528.41	1 Transactions
7003	Town Of Beaver Treasurer	8,561.12	1 Transactions
7004	Town Of Clark Treasurer	13,943.97	1 Transactions
7005	Town Of Cornish Treasurer	5,374.37	1 Transactions
7006	Town Of Farm Island Treasurer	32,944.93	1 Transactions
7007	Town Of Fleming Treasurer	16,783.17	1 Transactions
7008	Town Of Glen Treasurer	19,468.18	1 Transactions
7009	Town Of Haugen Treasurer	12,088.96	1 Transactions
7010	Town Of Hazelton Treasurer	25,541.47	1 Transactions
4879	Town Of Hill Lake Clerk-Treas	16,954.40	1 Transactions
7011	Town Of Idun Treasurer	11,677.90	1 Transactions
7012	Town Of Jevne Treasurer	14,572.36	1 Transactions
7013	Town Of Kimberly Treasurer	14,420.74	1 Transactions
7014	Town Of Lakeside Treasurer	22,718.24	1 Transactions
7015	Town Of Lee Treasurer	6,664.80	1 Transactions
7016	Town Of Libby Treasurer	4,392.13	1 Transactions

# Aitkin County



3 Road & Bridge

Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name	Amount	
7017	Town Of Logan Treasurer	15,840.19	1 Transactions
7018	Town Of Macville Treasurer	12,028.05	1 Transactions
7019	Town Of Malmo Treasurer	15,097.62	1 Transactions
7020	Town Of Mcgregor - Treasurer	6,863.90	1 Transactions
7021	Town Of Millward Treasurer	6,499.82	1 Transactions
7022	Town Of Morrison Treasurer	12,818.29	1 Transactions
7023	Town Of Nordland Treasurer	33,697.44	1 Transactions
7024	Town Of Pliny Treasurer	6,179.99	1 Transactions
7025	Town Of Rice River Treasurer	9,451.65	1 Transactions
7026	Town Of Salo Treasurer	10,224.59	1 Transactions
7027	Town Of Seavey Treasurer	6,432.94	1 Transactions
7028	Town Of Shamrock Treasurer	42,602.60	1 Transactions
7029	Town Of Spalding Treasurer	12,272.43	1 Transactions
7030	Town Of Spencer Treasurer	19,052.61	1 Transactions
7031	Town Of Turner Treasurer	8,445.80	1 Transactions
7032	Town Of Verdon Treasurer	6,151.07	1 Transactions
7033	Town Of Wagner Treasurer	14,226.94	1 Transactions
7034	Town Of Waukenabo Treasurer	13,396.39	1 Transactions
7035	Town Of Wealthwood Treasurer	10,751.77	1 Transactions
7036	Town Of White Pine Treasurer	3,841.31	1 Transactions

# Aitkin County



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

**3** Road & Bridge

Vendor Name

No.

Amount

7037 Town Of Williams Treasurer

10,397.94

1 Transactions

7038 Town Of Workman - Treasurer

12,181.33

1 Transactions

**3 Fund Total:**

**563,134.71**

**Road & Bridge**

**41 Vendors**

**41 Transactions**

**Final Total:**

**563,134.71**

**41 Vendors**

**41 Transactions**

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	563,134.71	Road & Bridge
All Funds	563,134.71	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?: Y

# Aitkin County



<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>	
14590	ACKLEY/ISAAC	235.72	3 Transactions
88284	Aitkin Co Recorder	13.00	1 Transactions
9608	AMAZON CAPITAL SERVICES (HHS only)	557.52	9 Transactions
10399	Cox/Lisa	77.81	1 Transactions
10605	Herrick/Richard	251.27	1 Transactions
3336	Office Of MN. IT Services	11.55	3 Transactions
10770	Pool/Jaime	94.90	2 Transactions
13624	Quadient Leasing USA, Inc	2,518.83	3 Transactions
10109	Quadient, Inc	2,254.76	3 Transactions
9489	Redwood Toxicology Laboratory, Inc	220.54	4 Transactions
10394	Resource Training & Solutions	2,180.16	12 Transactions
9178	Ross/Amy	410.39	4 Transactions
13876	SCHOENROCK/ADAM	248.14	2 Transactions
86177	Sheriff Aitkin County	60.00	1 Transactions
15347	St Louis County - PHHS	826.56	3 Transactions
10877	Stadler/Sarah	60.52	6 Transactions
<b>Final Total .....</b>		<b>10,021.67</b>	<b>16 Vendors</b>
			<b>58 Transactions</b>

# Aitkin County

Audit List for Board

**AUDITOR'S VOUCHERS ENTRIES**



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
5	10,021.67	Health & Human Services
<b>All Funds</b>	<b>10,021.67</b>	<b>Total</b>

Approved by, .....  
.....  
.....



WLB1  
2/20/26 10:40AM

# Aitkin County



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

**1** General Fund

Vendor Name  
No.

Amount

10908 Schick Corporate Learning

4,032.00

1 Transactions

**1 Fund Total:**

**4,032.00**

**General Fund**

**1 Vendors**

**1 Transactions**

**Final Total:**

**4,032.00**

**1 Vendors**

**1 Transactions**

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	4,032.00	General Fund
<b>All Funds</b>	<b>4,032.00</b>	<b>Total</b>

Approved by, .....

.....

.....

WLB1  
2/24/26

11:29AM

# Aitkin County



# 2F

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	
50	Aitkin Body Shop, Inc	10,718.97	2 Transactions
10293	Aitkin Co Human Resources	224.00	1 Transactions
86222	Aitkin Independent Age	605.65	12 Transactions
170	Aitkin Motor Company	132.33	2 Transactions
9561	Amazon Business	587.82	8 Transactions
356	Arrowhead Counties Assn	2,750.00	2 Transactions
9138	ASAP Towing	350.00	1 Transactions
15239	AT&T Mobility (P&Z)	300.33	2 Transactions
9203	AT&T Mobility (Sheriff's)	2,480.78	6 Transactions
14568	Axon Enterprise, Inc	447.70	1 Transactions
13725	Beartooth Hardware Inc	209.97	5 Transactions
783	Canon Financial Services, Inc	437.23	3 Transactions
13464	Central Lakes Drug Testing	40.00	1 Transactions
1059	CMI, Inc.	112.48	1 Transactions
9243	Command Central, LLC	1,031.05	5 Transactions
5893	CTC - 446126	155.00	1 Transactions
88880	Datacomm Computers & Networks Inc	10,187.00	2 Transactions
1333	Dell Marketing L.P.	3,278.96	3 Transactions
11051	Department of Human Services	124.08	1 Transactions

# Aitkin County



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

1 General Fund

Vendor No.	Name	Amount	
10773	FP Finance, LLC	263.95	1 Transactions
1775	Galls LLC	13.49	1 Transactions
1754	Garrison Disposal Company, Inc	692.22	1 Transactions
10426	Grainger	358.60	1 Transactions
4173	Grams/Lori	645.75	3 Transactions
15362	GuidePoint Pharmacy #114 Aitkin	1,282.88	2 Transactions
7525	Hometown Bldg Supply	42.89	1 Transactions
2340	Hyytinen Hardware Hank	206.44	8 Transactions
99999000	James Lockhart	550.00	1 Transactions
4812	JC32 Teamsters H&W Fund	37,559.00	4 Transactions
10379	KnowBe4, Inc.	12,561.10	1 Transactions
252	Lynn Peavey Company	228.62	2 Transactions
14071	Marco Technologies LLC	975.01	1 Transactions
12048	McDowell Agency, Inc./The	53.90	1 Transactions
12927	Midwest Machinery Co.	289.24	1 Transactions
3160	Mille Lacs Energy Coop-Albert Lea	300.83	1 Transactions
13724	Minnesota Continuing Legal Education	109.00	1 Transactions
89765	Minnesota Elevator, Inc	106.25	1 Transactions
10412	O'Reilly Auto Parts	223.99	1 Transactions
10036	OSM	94.28	1 Transactions

# Aitkin County



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

1 General Fund

Vendor No.	Name	Amount	
3789	Pan-O-Gold Baking Company	100.92	2 Transactions
3810	Paulbeck's County Market	9.76	2 Transactions
9808	Performance Foodservice	4,828.77	2 Transactions
3987	Ramsey County Medical Examiner	1,590.00	1 Transactions
4010	Rasley Oil Company	421.46	4 Transactions
4036	Ratz/James	165.00	1 Transactions
9489	Redwood Toxicology Laboratory, Inc	345.42	2 Transactions
4070	Riley Auto Supply	69.99	1 Transactions
89796	Ryan/Kathleen	625.98	2 Transactions
9930	SHI International Corp.	3,845.25	2 Transactions
10907	Short/Kate	127.50	1 Transactions
3200	Star Tribune Media Company LLC	850.62	1 Transactions
99999000	State of Michigan	16.00	1 Transactions
13119	TalkPoint Technologies, Inc	238.95	1 Transactions
86235	The Office Shop Inc	164.91	4 Transactions
13934	The Tire Barn	933.51	6 Transactions
9894	Vault Health	500.00	1 Transactions
3518	Voyageur Press Of Mcgregor, Inc	125.00	1 Transactions
11507	Waste Management of Minnesota, Inc	12,423.10	1 Transactions
9932	WEX BANK - Sheriff's Department	9,343.06	4 Transactions

# Aitkin County



**1** General Fund

Vendor No.	Name	Amount	
9933	WEX BANK - Veteran Services	134.63	1 Transactions
13847	WHITES LEGACY GARAGE	735.06	4 Transactions
10226	Yunker/Matt	195.00	1 Transactions
5295	Ziegler Inc	891.13	1 Transactions

**1 Fund Total:** **129,411.81** **General Fund** **63 Vendors** **140 Transactions**

# Aitkin County



**2** Reserves Fund

Vendor Name  
No.

Amount

9561 Amazon Business

313.49

1 Transactions

88880 Datacomm Computers & Networks Inc

923.00

1 Transactions

10644 Teal Construction LLC

1,100.00

1 Transactions

**2 Fund Total:**

**2,336.49**

**Reserves Fund**

**3 Vendors**

**3 Transactions**

# Aitkin County



3 Road & Bridge

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

<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>	
50	Aitkin Body Shop, Inc	6,644.24	2 Transactions
86222	Aitkin Independent Age	135.00	1 Transactions
195	Aitkin Tire Shop	1,780.00	2 Transactions
10447	American Steel Supply LLC	3,370.08	1 Transactions
13725	Beartooth Hardware Inc	62.53	1 Transactions
783	Canon Financial Services, Inc	192.60	1 Transactions
11895	Cargill, Incorporated	33,976.40	7 Transactions
10316	CASPER CONSTRUCTION INC	515.00	1 Transactions
14887	Cintas Corporation	22.94	2 Transactions
5893	CTC - 446126	350.00	1 Transactions
7060	Federated Co-Ops Inc.	3,740.99	3 Transactions
1754	Garrison Disposal Company, Inc	140.28	1 Transactions
2340	Hyytinen Hardware Hank	176.70	6 Transactions
11406	Innovative Office Solutions, LLC	119.28	1 Transactions
91187	Lake Country Power	567.00	5 Transactions
2831	Little Falls Machine Inc	751.06	1 Transactions
3100	McGregor Oil	3,020.67	2 Transactions
3334	MCIT	158.00-	1 Transactions
10844	Midcontinent Communications	153.52	1 Transactions

# Aitkin County



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

**3** Road & Bridge

Vendor No.	Name	Amount	
5917	Mike's Bobcat Service, Inc.	280.00	1 Transactions
3160	Mille Lacs Energy Coop-Albert Lea	4,193.32	13 Transactions
10864	Nistler, Contruction Landscapes/Tim	2,449.50	4 Transactions
10720	Nuss Truck Group Inc	204.00	1 Transactions
10412	O'Reilly Auto Parts	102.92	2 Transactions
3776	Palisade One Stop	299.03	2 Transactions
9671	Pitney Bowes Global Financial Services	81.30	1 Transactions
13116	Rally Snares	164.66	2 Transactions
4010	Rasley Oil Company	63.99	1 Transactions
4070	Riley Auto Supply	923.17	10 Transactions
11605	Shred Right	42.53	1 Transactions
9362	TRUEMAN WELTERS, INC	4,712.61	2 Transactions
13622	TrueNorth Steel Inc	383.69	1 Transactions
9793	TVEIT/GALEN JR	200.00	1 Transactions
5295	Ziegler Inc	233.80	1 Transactions

**3 Fund Total: 69,894.81 Road & Bridge 34 Vendors 83 Transactions**

# Aitkin County



**4** Unorganized Townships

Vendor Name  
No.

Amount

1010 City Of Aitkin

1,522.88

1 Transactions

1025 City Of McGrath-Treasurer

1,000.00

1 Transactions

**4 Fund Total:**

**2,522.88**

**Unorganized Townships**

**2 Vendors**

**2 Transactions**

# Aitkin County



Vendor No.	Name	Amount	
170	Aitkin Motor Company	64.68	1 Transactions
9561	Amazon Business	67.95	2 Transactions
5893	CTC - 446126	350.00	1 Transactions
1880	Gravelle Plumbing & Heating, Inc	350.20	1 Transactions
3334	MCIT	428.00	1 Transactions
9355	Northern Counties Land Use Coord Board	2,000.00	1 Transactions
13534	Reibel Logging	1,157.50	1 Transactions
5938	Rieger Logging	2,811.84	1 Transactions
5791	Sappi	2,887.61	1 Transactions
11574	Timber Transport-Curt Raveill	2,576.00	2 Transactions
10180	WEX Bank - Land Dept	1,255.66	1 Transactions
<b>10 Fund Total:</b>		<b>13,949.44</b>	<b>Trust 11 Vendors 13 Transactions</b>

# Aitkin County



**11 Forest Development**

<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>	
1010	City Of Aitkin	27,902.35	1 Transactions
10412	O'Reilly Auto Parts	112.57	1 Transactions
10919	Pine River Sales, Inc.	3,512.55	1 Transactions
5791	Sappi	973.74	1 Transactions
15370	Sullivan Jr/Barry D	4,500.00	1 Transactions

**11 Fund Total:**

**37,001.21**

**Forest Development**

**5 Vendors**

**5 Transactions**

# Aitkin County



19 Long Lake Conservation Cen

Audit List for Board

COMMISSIONER'S VOUCHERS ENTRIES

Vendor No.	Name	Amount	
85003	Aitkin County DAC	83.04	1 Transactions
13725	Beartooth Hardware Inc	132.17	3 Transactions
10884	Benham/Daniel	500.00	1 Transactions
9085	Climate Makers Inc	8,732.64	2 Transactions
2763	Countryside Sanitation, LLC	157.95	1 Transactions
10875	Cuyuna LLC	450.00	1 Transactions
10885	Fleck/Steven	500.00	1 Transactions
2340	Hyytinen Hardware Hank	31.53	1 Transactions
10886	Jackson/Kelly	500.00	1 Transactions
11946	McGuire Mechanical	328.90	1 Transactions
8819	Mille Lacs Energy Coop-Aitkin	531.35	1 Transactions
3160	Mille Lacs Energy Coop-Albert Lea	4,099.76	1 Transactions
10887	O'Neil/Michael Patrick	250.00	1 Transactions
3776	Palisade One Stop	145.17	1 Transactions
3810	Paulbeck's County Market	88.25	1 Transactions
10076	PFS Minnesota	786.60	2 Transactions
4070	Riley Auto Supply	107.96	1 Transactions
4761	Sysco Minnesota Inc	1,012.01	1 Transactions
9287	The Teehive LLC	5,750.00	3 Transactions

WLB1  
2/24/26 11:29AM

19 Long Lake Conservation Cen

# Aitkin County

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



Vendor	<u>Name</u>	<u>Amount</u>			
4968	Upper Lakes Foods, Inc	1,643.20	2 Transactions		
10914	Worner/Tamara	250.00	1 Transactions		
<b>19 Fund Total:</b>		<b>26,080.53</b>		<b>Long Lake Conservation Center</b>	<b>21 Vendors</b>
					<b>28 Transactions</b>

WLB1  
2/24/26 11:29AM  
21 Parks

# Aitkin County



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

Vendor No.	Name	Amount			
90762	Aitkin Co License Center	18.25	1 Transactions		
9561	Amazon Business	72.96	1 Transactions		
3160	Mille Lacs Energy Coop-Albert Lea	69.08	1 Transactions		
12718	Up North Riders	6,350.00	1 Transactions		
<b>21 Fund Total:</b>		<b>6,510.29</b>	<b>Parks</b>	<b>4 Vendors</b>	<b>4 Transactions</b>

WLB1  
2/24/26 11:29AM  
22 Coronavirus Relief Fund

# Aitkin County

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



Vendor No.	Name	Amount			
9085	Climate Makers Inc	3,218.90		1 Transactions	
<b>22 Fund Total:</b>		<b>3,218.90</b>	<b>Coronavirus Relief Fund</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
<b>Final Total:</b>		<b>290,926.36</b>	<b>144 Vendors</b>	<b>279 Transactions</b>	

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	129,411.81	General Fund
2	2,336.49	Reserves Fund
3	69,894.81	Road & Bridge
4	2,522.88	Unorganized Townships
10	13,949.44	Trust
11	37,001.21	Forest Development
19	26,080.53	Long Lake Conservation Center
21	6,510.29	Parks
22	3,218.90	Coronavirus Relief Fund
<b>All Funds</b>	<b>290,926.36</b>	<b>Total</b>

Approved by, .....

.....

.....



# Board of County Commissioners Agenda Request

**2G**  
Agenda Item #

**Requested Meeting Date:** 03/10/2026

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

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

<b>Submitted by:</b> Sara Math	<b>Department:</b> ACHHS Accountgint
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<b>Presenter (Name and Title):</b> N/A	<b>Estimated Time Needed:</b> N/A
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**Summary of Issue:**

Approve affidavit for Duplicate of Lost Municipal Order or Warrant:  
Arrowhead EMS Association, Inc., warrant number 114557 dated June 13, 2025, in the amount of \$120.00.

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

**Recommended Action/Motion:**

Approve affidavit for Duplicate of Lost Municipal Order or Warrant:  
Arrowhead EMS Association, Inc., warrant number 114557 dated June 13, 2025, in the amount of \$120.00.

**Financial Impact:**

Is there a cost associated with this request?  Yes  No

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

Is this budgeted?  Yes  No *Please Explain:*

AITKIN COUNTY

AFFIDAVIT OF FAILURE TO RECEIVE WARRANT

Made Pursuant to Minnesota Statutes, Section 16A.46



**\*\*THIS AFFIDAVIT MUST BE NOTARIZED\*\***

State of Minnesota ) County of Aitkin )

Name: Arrowhead EMS Association, Inc  
(AFFIANTS NAME: INDIVIDUAL OR NAME OF BUSINESS)

Officer's Name: Sarah Zayas Officer Title: Office/Project Coordinator  
(IF NOT BUSINESS, LEAVE BLANK)

Address: 4219 Enterprise Circle, Duluth, MN 55811-5719  
(CURRENT ADDRESS - THE ADDRESS THE NEW PAYMENT WILL BE MAILED TO)

Aitkin County Warrant Number: 114557 for RSG-UOR Registration  
(INSERT INVOICE OR VOUCHER INFORMATION)

Issued 06/13/2025, to Arrowhead EMS Association, Inc  
(INSERT DATE OF WARRANT) (INSERT NAME ON THE ORIGINAL WARRANT)

4219 Enterprise Circle, Duluth, MN 55811-5719  
(INSERT MAILING ADDRESS ON THE ORIGINAL WARRANT)

In the amount of One hundred twenty dollars and no cents dollars (\$ 120.00 ) Dollars,

was never received by claimant

was received by claimant in the usual course of business; that \*

\* NOTE: Use space to describe in detail what you did with or what happened to the warrant, giving correct names, addresses, dates, etc., in every instance. If additional space is required, use the reverse side.

If the original warrant ever comes into claimant's possession, said warrant will be promptly returned, in the same condition as when received, to AITKIN COUNTY HEALTH & HUMAN SERVICES, Attn: Accounting Department, 204 1st Street NW, Aitkin MN 56431, and that claimant will reimburse the County for any loss which may be sustained by reason of any false statement, fault, or act on claimant's part concerning the aforesaid matter; and, that this affidavit is made for the purpose of securing the issuance of a duplicate warrant in the aforesaid amount.

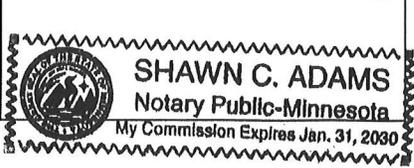
Notary Public:  
Subscribed and sworn to before me this  
day of 24, Feb 2026

[Signature]  
NOTARY PUBLIC SIGNATURE

You must sign this affidavit before a Notary Public:  
[Signature] Office/Project Coord.  
(Signature and Title of Affiant)  
  
(Signature and Title of Affiant)

My commission expires 1-31-30

Notary Public Stamp in Box:



STATE OF: Minnesota  
COUNTY OF: St Louis

NOTE: A replacement warrant will be issued after approval from the Aitkin County Board of Commissioners.

Aitkin County Health & Human Services – Attn: Accounting Department  
204 1st Street NW, Aitkin MN 56431  
Email: [accounting@aitkincountymn.gov](mailto:accounting@aitkincountymn.gov)



# Board of County Commissioners Agenda Request

**2H**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** LG220 Application for Exempt Permit -Sherwood Forest Owners Association 7-3-26

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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<b>Submitted by:</b> Christy M. Bishop	<b>Department:</b> Auditor's Office
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<b>Presenter (Name and Title):</b>	<b>Estimated Time Needed:</b>
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**Summary of Issue:**

Event Date: July 3, 2026

Application for Minnesota Lawful Gambling: LG220 Application for Exempt Permit- Sherwood Forest Owners Association - Raffle

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

**Recommended Action/Motion:**

Motion to adopt attached resolution.

**Financial Impact:**

Is there a cost associated with this request?       Yes       No

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

Is this budgeted?       Yes       No      Please Explain:

**Resolution #20260310-xxx LG 220 Permit – Sherwood Forest Owners Association 7-3-26**

**NOW THEREFORE BE IT RESOLVED, BE IT RESOLVED**, The Aitkin County Board of Commissioners agrees to approve the Application for Exempt Permit – Form LG220 – for the Sherwood Forest Owners Association, at the following location: Sherwood Forest 21927 US Highway 169 Aitkin, MN 56431 – Hazelton Township. (Note: Date of activity for Raffle – July 3, 2026.)

Adopted this 10<sup>th</sup> Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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J. Mark Wedel  
County Board Chair

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David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request

**2I**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** LG220 Application for Exempt Permit -Sherwood Forest Owners Association 7-4-26

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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<b>Submitted by:</b> Christy M. Bishop	<b>Department:</b> Auditor's Office
---	--

<b>Presenter (Name and Title):</b>	<b>Estimated Time Needed:</b>
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**Summary of Issue:**

Event Date: July 4, 2026

Application for Minnesota Lawful Gambling: LG220 Application for Exempt Permit- Sherwood Forest Owners Association - Raffle

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

**Recommended Action/Motion:**

Motion to adopt attached resolution.

**Financial Impact:**

Is there a cost associated with this request?  Yes  No

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

Is this budgeted?  Yes  No *Please Explain:*

**Resolution #20260310-xxx LG 220 Permit – Sherwood Forest Owners Association 7-4-26**

NOW THEREFORE BE IT RESOLVED, BE IT RESOLVED, The Aitkin County Board of Commissioners agrees to approve the Application for Exempt Permit – Form LG220 – for the Sherwood Forest Owners Association, at the following location: Sherwood Forest 21927 US Highway 169 Aitkin, MN 56431 – Hazelton Township. (Note: Date of activity for Raffle – July 4, 2026.)

Adopted this 10<sup>th</sup> Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request

**2J**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** LG220 Application for Exempt Permit -Sherwood Forest Owners Association 7-18-26

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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<b>Submitted by:</b> Christy M. Bishop	<b>Department:</b> Auditor's Office
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<b>Presenter (Name and Title):</b>	<b>Estimated Time Needed:</b>
------------------------------------	-------------------------------

**Summary of Issue:**  
 Event Date: July 18, 2026  
 Application for Minnesota Lawful Gambling: LG220 Application for Exempt Permit- Sherwood Forest Owners Association - Raffle

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

**Recommended Action/Motion:**  
 Motion to adopt attached resolution.

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

**Resolution #20260310-xxx LG 220 Permit – Sherwood Forest Owners Association 7-18-26**

**NOW THEREFORE BE IT RESOLVED, BE IT RESOLVED**, The Aitkin County Board of Commissioners agrees to approve the Application for Exempt Permit – Form LG220 – for the Sherwood Forest Owners Association, at the following location: Sherwood Forest 21927 US Highway 169 Aitkin, MN 56431 – Hazelton Township. (Note: Date of activity for Raffle – July 18, 2026.)

Adopted this 10<sup>th</sup> Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

---

J. Mark Wedel  
County Board Chair

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David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** March 10, 2026

**Title of Item:** LG220 Application for Exempt Permit -Sherwood Forest Owners Association 7-31-26

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Christy M. Bishop		<b>Department:</b> Auditor's Office
<b>Presenter (Name and Title):</b>		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b> Event Date: July 31, 2026  Application for Minnesota Lawful Gambling: LG220 Application for Exempt Permit- Sherwood Forest Owners Association - Raffle		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Motion to adopt attached resolution.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

**Resolution #20260310-xxx LG 220 Permit – Sherwood Forest Owners Association 7-31-26**

**NOW THEREFORE BE IT RESOLVED, BE IT RESOLVED**, The Aitkin County Board of Commissioners agrees to approve the Application for Exempt Permit – Form LG220 – for the Sherwood Forest Owners Association, at the following location: Sherwood Forest 21927 US Highway 169 Aitkin, MN 56431 – Hazelton Township. (Note: Date of activity for Raffle – July 31, 2026.)

Adopted this 10<sup>th</sup> Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request

## 2L

Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** LG220 Application for Exempt Permit -Sherwood Forest Owners Association 8-14-26

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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<b>Submitted by:</b> Christy M. Bishop	<b>Department:</b> Auditor's Office
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<b>Presenter (Name and Title):</b>	<b>Estimated Time Needed:</b>
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**Summary of Issue:**  
 Event Date: August 14, 2026  
 Application for Minnesota Lawful Gambling: LG220 Application for Exempt Permit- Sherwood Forest Owners Association - Raffle

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

**Recommended Action/Motion:**  
 Motion to adopt attached resolution.

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

**Resolution #20260310-xxx LG 220 Permit – Sherwood Forest Owners Association 8-14-26**

**NOW THEREFORE BE IT RESOLVED, BE IT RESOLVED,** The Aitkin County Board of Commissioners agrees to approve the Application for Exempt Permit – Form LG220 – for the Sherwood Forest Owners Association, at the following location: Sherwood Forest 21927 US Highway 169 Aitkin, MN 56431 – Hazelton Township. (Note: Date of activity for Raffle – August 14, 2026.)

Adopted this 10<sup>th</sup> Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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J. Mark Wedel  
County Board Chair

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David J. Minke, County Administrator  
Clerk to the County Board

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

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

WLB1  
2/25/26 3:01PM

# Aitkin County



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

**5** Health & Human Services

Vendor No.	Name	Amount			
10785	Old National Bank	264.62		1 Transactions	
<b>5 Fund Total:</b>		<b>264.62</b>	<b>Health &amp; Human Services</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
<b>Final Total:</b>		<b>264.62</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
5	264.62	Health & Human Services
<b>All Funds</b>	<b>264.62</b>	<b>Total</b>

Approved by, .....

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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

WLB1  
2/26/26 10:28AM  
12 Townships/Cities/ARDC/Amt

# Aitkin County

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



<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>			
393	ISD 1 Aitkin-Treasurer	90,778.00		1 Transactions	
<b>12 Fund Total:</b>		<b>90,778.00</b>	<b>Townships/Cities/ARDC/Ambulan</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
<b>Final Total:</b>		<b>90,778.00</b>	<b>1 Vendors</b>	<b>1 Transactions</b>	

# Aitkin County

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



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
12	90,778.00	Townships/Cities/ARDC/Ambulan
<b>All Funds</b>	<b>90,778.00</b>	<b>Total</b>

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

# Aitkin County

Audit List for Board

**AUDITOR'S VOUCHERS ENTRIES**



<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>		
14590	ACKLEY/ISAAC	235.72	3 Transactions	
9562	Advanced Business Methods, Inc.	1,081.26	9 Transactions	
10920	Advanced Design Awning & Signs	4,361.00	1 Transactions	
9608	AMAZON CAPITAL SERVICES (HHS only)	19.95	1 Transactions	
9716	BOBER/ANDY & JILL	236.10	2 Transactions	
89523	Butterfield/Brenda	100.63	1 Transactions	
11051	Department of Human Services	1,492.33	1 Transactions	
9100	Frye/Duel	119.40	2 Transactions	
10911	Hanson/Timothy	1,400.00	1 Transactions	
9014	PAPER STORM	48.60	3 Transactions	
9135	Peysar/Lois	543.89	4 Transactions	
3950	Public Utilities	739.84	3 Transactions	
10698	Stericycle, Inc	91.93	4 Transactions	
9268	VFW Post 1727, Roberts-Glad Post 1727	2,957.34	2 Transactions	
<b>Final Total .....</b>		<b>13,427.99</b>	<b>14 Vendors</b>	<b>37 Transactions</b>

# Aitkin County

Audit List for Board

## AUDITOR'S VOUCHERS ENTRIES



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	18.39	General Fund
5	13,409.60	Health & Human Services
<b>All Funds</b>	<b>13,427.99</b>	<b>Total</b>

Approved by,

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WLB1  
2/26/26 4:18PM

# Aitkin County



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

**1** General Fund

Vendor Name  
No.

Amount

10789 Old National Bank (ELAN)

2,582.50

18 Transactions

**1 Fund Total:**

**2,582.50**

**General Fund**

**1 Vendors**

**18 Transactions**

WLB1  
2/26/26 4:18PM

# Aitkin County



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

**10** Trust

Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	660.00		1 Transactions	
<b>10 Fund Total:</b>		<b>660.00</b>	<b>Trust</b>	<b>1 Vendors</b>	<b>1 Transactions</b>

WLB1  
2/26/26 4:18PM

# Aitkin County



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

**11** Forest Development

Vendor Name  
No.

Amount

10789 Old National Bank (ELAN)

275.81

2 Transactions

**11 Fund Total:**

**275.81**

**Forest Development**

**1 Vendors**

**2 Transactions**

WLB1  
2/26/26 4:18PM

19 Long Lake Conservation Cen

# Aitkin County



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

Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	535.06		1 Transactions	
<b>19 Fund Total:</b>		<b>535.06</b>	<b>Long Lake Conservation Center</b>	<b>1 Vendors</b>	<b>1 Transactions</b>
<b>Final Total:</b>		<b>4,053.37</b>	<b>4 Vendors</b>	<b>22 Transactions</b>	

WLB1  
2/26/26 4:18PM

# Aitkin County



5 Health & Human Services

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

Vendor No.	Name	Amount			
10789	Old National Bank (ELAN)	1,338.53	7 Transactions		
<b>5 Fund Total:</b>		<b>1,338.53</b>	<b>Health &amp; Human Services</b>	<b>1 Vendors</b>	<b>7 Transactions</b>
<b>Final Total:</b>		<b>1,338.53</b>	<b>1 Vendors</b>	<b>7 Transactions</b>	

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	2,582.50	General Fund
10	660.00	Trust
11	275.81	Forest Development
19	535.06	Long Lake Conservation Center
<b>All Funds</b>	<b>4,053.37</b>	<b>Total</b>

Approved by, .....

.....

.....

# Aitkin County



<b>Recap by Fund</b>	<b><u>Fund</u></b>	<b><u>AMOUNT</u></b>	<b><u>Name</u></b>
	5	1,338.53	Health & Human Services
<b>All Funds</b>		<b>1,338.53</b>	<b>Total</b>

Approved by, .....

.....

.....

Total Elan pd 2.12.26 = \$5,391.90

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

WLB1  
2/27/26 10:02AM

# Aitkin County



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

**1** General Fund

Vendor Name  
No.

Amount

10785 Old National Bank

6,523.15

8 Transactions

**1 Fund Total:**

**6,523.15**

**General Fund**

**1 Vendors**

**8 Transactions**

**Final Total:**

**6,523.15**

**1 Vendors**

**8 Transactions**

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	6,523.15	General Fund
<b>All Funds</b>	<b>6,523.15</b>	<b>Total</b>

Approved by, .....

.....

.....



# Board of County Commissioners Agenda Request

**2R**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Affidavit for Duplicate of Lost Warrant / Nygren

<input type="checkbox"/> REGULAR AGENDA  <input checked="" type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> Wendie Bright		<b>Department:</b> Auditor's Office
<b>Presenter (Name and Title):</b> N/A		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  Affidavit for Duplicate of Lost Warrant Warrant #94575 - 10/28/2024 - Duane Nygren - \$81.00		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Approve Affidavit for Duplicate of Lost Warrant Warrant #94575 - 10/28/2024 - Duane Nygren - \$81.00		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

AITKIN COUNTY

AFFIDAVIT OF FAILURE TO RECEIVE WARRANT  
Made Pursuant to Minnesota Statutes, Section 16A.46



**\*\*THIS AFFIDAVIT MUST BE NOTARIZED\*\***

State of MN County of AITKIN

Name: DUANE NYGREN  
(AFFIANTS NAME: INDIVIDUAL OR NAME OF BUSINESS)

Officer's Name: \_\_\_\_\_ Officer Title: \_\_\_\_\_  
(IF NOT BUSINESS, LEAVE BLANK)

Address: 13 OAKSHADE AVE DARIEN, CT 06820  
(CURRENT ADDRESS - THE ADDRESS THE NEW PAYMENT WILL BE MAILED TO)

Aitkin County Warrant Number: 94575 for \$ 81.00  
(INSERT INVOICE OR VOUCHER INFORMATION)

Issued 10/28/2024, to DUANE NYGREN  
(INSERT DATE OF WARRANT) (INSERT NAME ON THE ORIGINAL WARRANT)

13 OAKSHADE AVE DARIEN, CT 06820  
(INSERT MAILING ADDRESS ON THE ORIGINAL WARRANT)

In the amount of EIGHTY - ONE dollars (\$ 81.00 ) Dollars,

- was never received by claimant
- was received by claimant in the usual course of business; that \*

\* NOTE: Use space to describe in detail what you did with or what happened to the warrant, giving correct names, addresses, dates, etc., in every instance.  
If additional space is required, use the reverse side.

If the original warrant ever comes into claimant's possession, said warrant will be promptly returned, in the same condition as when received, to AITKIN COUNTY AUDITOR'S OFFICE, 307 2<sup>nd</sup> Street NW, Room 121, Aitkin MN 56431, and that claimant will reimburse the County for any loss which may be sustained by reason of any false statement, fault, or act on claimant's part concerning the aforesaid matter; and, that this affidavit is made for the purpose of securing the issuance of a duplicate warrant in the aforesaid amount.

Notary Public:  
Subscribed and sworn to before me this  
day of February 27, 2026

Mary Rassias  
NOTARY PUBLIC SIGNATURE

My commission expires March 31, 2027

STATE OF: Connecticut  
COUNTY OF: Fairfield

Notary Public Stamp in Box:  
**MARY KONSTANTINA RASSIAS**  
NOTARY PUBLIC  
State of Connecticut  
My Commission Expires  
March 31, 2027

You must sign this affidavit before a Notary Public:

DUANE NYGREN DOA  
(Signature and Title of Affiant)

\_\_\_\_\_  
(Signature and Title of Affiant)

NOTE: A replacement warrant will be issued after approval from the Aitkin County Board of Commissioners.



# Board of County Commissioners Agenda Request

**2S**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Application to Make Retail Sales of Cigarette & other Tobacco Products

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

<b>Submitted by:</b> Christy M. Bishop	<b>Department:</b> Auditor
---	-------------------------------

<b>Presenter (Name and Title):</b> N/A	<b>Estimated Time Needed:</b> N/A
---	--------------------------------------

**Summary of Issue:**

Bulk Applications for Licenses to Sell Tobacco Products

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

**Recommended Action/Motion:**

Motion to Adopt Resolution for Bulk Licenses to Sell Tobacco Products, subject to completion of all paperwork and signatures on same. See attached Resolution.

**Financial Impact:**

Is there a cost associated with this request?  Yes  No

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

Is this budgeted?  Yes  No *Please Explain:*

**Resolution #20260310-xxx Approve Bulk Licenses to Sell Tobacco Products**

**WHEREAS**, approval of applications are subject to the completion of all paperwork in full.

**WHEREAS**, licenses are valid effective April 1, 2026 through the period ending March 31, 2027.

**NOW THEREFORE BE IT RESOLVED**, the Aitkin County Board of Commissioners agrees to approve the following applications for license to sell tobacco products effective April 1, 2026, through the period ending March 31, 2027 to:

B & Son’s Investment LLC, d/b/a **1865 Roadside Convenience** – Williams Township  
Bann’s Bar & Café, Inc., d/b/a **Banns Bar & Cafe** – Shamrock Township  
Castaways, LLC, d/b/a **Castaway’s** – Lakeside Township  
DAM of Aitkin Lakes, Inc., d/b/a **Farm Island Store** – Farm Island Township  
DG Retail, LLC, d/b/a **Dollar General Store #20648** – City of Hill City  
DG Retail, LLC, d/b/a **Dollar General Store #30613** – Malmo Township  
DG Retail, LLC, d/b/a **Dollar General Store #30997** – McGregor Township  
Klennert Stores, Inc., d/b/a **Roadside Market** – City of Hill City  
Klennert Stores, Inc., d/b/a **Sunny’s** – City of Hill City  
Last “Chance” Pub N’ Grub, LLC, d/b/a **Last “Chance” Pub N’ Grub** – Shamrock Township  
Lotus Business, Inc. d/b/a **Willey’s Sports Shop & Spirits** – located at 46026 State Highway 65, McGregor, MN 55760 – Shamrock Township  
MacDonald Enterprises, Inc., d/b/a **The Landing** – Aitkin Township  
Market at McGregor (The), d/b/a **Ukura’s Big Dollar Store** – Jevne Township  
McGregor Spirits, LLC, d/b/a **McGregor Spirits** – Jevne Township  
Minnesota National Golf Club & Resort, LLC, d/b/a **Minnesota National Golf Club & Resort** – Workman Township  
Mississippi Landing, Inc., d/b/a **Mississippi Landing** – Ball Bluff  
ML Gas, Inc., d/b/a **East Lake Convenience Store** – Spalding Township  
North Liquor, Inc. d/b/a **The Glen Store & Grill Inc.** – Malmo Township  
OM Malmo LLC, d/b/a **Malmo Market** – Malmo Township  
Petry’s Bait Mille Lacs, Inc. d/b/a **Petry’s By The Lake** – Malmo Township  
Round Lake Resort, LLC, d/b/a **Round Lake Resort** – Shamrock Township  
Sather’s Gateway, Inc., d/b/a **Sather’s Store** – Shamrock Township  
TJ’s Liquor, Inc., d/b/a **TJ’s Liquor** – Malmo Township  
Village Pump Saloon, LLC, d/b/a **Village Pump Saloon** – City of Tamarack

Adopted this 10<sup>th</sup> Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

STATE OF MINNESOTA}  
COUNTY OF AITKIN}



# Board of County Commissioners Agenda Request

**2T**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Keith Smith application to repurchase tax-forfeited property

<input type="checkbox"/> REGULAR AGENDA  <input checked="" type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> Dennis (DJ) Thompson		<b>Department:</b> Land
<b>Presenter (Name and Title):</b>		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b> <p>S 282.241 allows application to repurchase tax-forfeited property by an owner/heir/mortgagee/representative of heirs of a vested interest in the property at the time of forfeiture, have the privilege to make written application to the Aitkin County Board requesting to be allowed to repurchase this property.</p> <p>Keith Smith had a vested interest in the property at the time of forfeiture and has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcels of tax-forfeited land:</p> <p>Parcel #16-1-095600          Lot 10, Block 1 Wildhurst    Sec: 20    Twp: 44    Rge: 25</p> <p>Parcel #16-1-095700          Lot 11, Block 1 Wildhurst    Sec: 20    Twp: 44    Rge: 25</p> <p>Property will revert to the owner at the time of forfeiture.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Adopt resolution allowing repurchase of tax forfeited property.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

To the Honorable Board of County Commissioners of

Aitkin

County, Minnesota.

I, the undersigned owner-mortgagee-heir-representative of heirs Keith A Smith at the time of forfeiture of the parcel .... of land situated in the County of Aitkin State of Minnesota, described as follows, to-wit:

Lots 10-11  
Block 1 part of Wikthorst

do hereby make application for the purchase of said parcel... of land from the State of Minnesota, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

In support of this application for the repurchase of said land I make the following statement:

(a) That hardship and injustice has resulted because of forfeiture of said land, for the following reasons, to-wit: This my residence. I have battling health issue since 2001.

(b) That the repurchase of said land by me will promote and best serve the public interest, because I will continue to live here and pay taxes

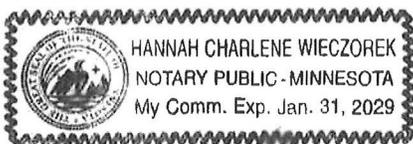
State of Minnesota

County of Aitkin

Keith A Smith  
Owner-Mortgagee-Heir-Representative of Heirs

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of October, 2025 by Keith A. Smith

Notarial Seal



A  
Signature of person taking acknowledgement



## Repurchase Form

Mail to: Aitkin County Land Department  
502 Minnesota Ave N  
Aitkin, MN 56431

Names and social security numbers (required for Dept of Revenue reporting) for ALL those on deed at the time of forfeiture;

Name LYNN SMITH  
First Name Last Name Social Security Number

Name \_\_\_\_\_  
First Name Last Name Social Security Number

Name \_\_\_\_\_  
First Name Last Name Social Security Number

Name \_\_\_\_\_  
First Name Last Name Social Security Number

Is there a well on the property? yes

Mailing address for deed and tax statement:

Address 18434 326th Ave c/o Keith Smith  
City Isle State MN Zip code 56342

Daytime Phone Number 218-355-3279

This form, the attached form (notarized), and the certified check (amount on enclosed letter) need to be returned to the Aitkin County Land Department by the date stated in the letter.

Aitkin County Land Department  
502 Minnesota Ave N  
Aitkin, MN 56431

Questions?  
218-927-7364  
acld@aitkincountymn.gov

NO DELINQUENT TAXES AND TRANSFER ENTERED

This 1 Day Oct 2014

Kirk Poyar County Auditor

Elyse H. Harmon Deputy

CERTIFICATE OF REAL ESTATE VALUE ( ) FILED ( ) NOT REQUIRED CERTIFICATE OF REAL ESTATE VALUE NO 42178

Penalty as per MS 507.235 ( ) EXEMPT ( ) IMPOSED ( ) PAID, \$ Treasurer's Receipt No. Date County Treasurer Countersigned County Auditor

(Top 3 inches reserved for recording data)

CONTRACT FOR DEED by Individual(s) Minnesota Uniform Conveyancing Blanks Form 30.1.1 (2011)

DATE: August 2 2014 (month/day/year)

THIS CONTRACT FOR DEED (the "Contract") is made on the above date by John T Sammis And Nancy J Sammis A married couple (insert name and marital status of each Seller)

(Seller)

and (insert name of each Purchaser)

Lynn Smith (Purchaser). (Check box if joint tenancy.)

Seller and Purchaser agree to the following terms:

1. Property Description. Seller hereby sells and Purchaser hereby buys real property in Aitken

County, Minnesota, described as follows:

- Lot Ten(10) Block One (1) of the plat of Wildhurst according to filed plat thereof. Lot Eleven (11) Block One (1) of the plat of Wildhurst according to plat filed thereof.

Check here if all or part of the described real property is Registered (Torrens)

together with all hereditaments and appurtenances belonging thereto (the "Property"). Unless otherwise specified, Seller hereby delivers possession of the Property to Purchaser on the date hereof.

Check applicable box:

- The Seller certifies that the Seller does not know of any wells on the described real property. A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: ) I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

2. Title. Seller warrants that title to the Property is, on the date of this Contract, subject only to the following exceptions:
- (a) Covenants, conditions, restrictions (without effective forfeiture provisions) and declarations of record, if any;
  - (b) Reservation of minerals or mineral rights by the State of Minnesota, if any;
  - (c) Utility and drainage easements which do not interfere with present improvements;
  - (d) Applicable laws, ordinances, and regulations;
  - (e) The lien of real estate taxes and installments of special assessments which are payable by Purchaser pursuant to paragraph 6 of this Contract; and
  - (f) The following liens or encumbrances:  
None

3. Delivery of Deed and Evidence of Title. Upon Purchaser's full performance of this Contract, Seller shall:
- (a) Execute, acknowledge, and deliver to Purchaser a Warranty Deed, in recordable form, conveying marketable title to the Property to Purchaser, subject only to the following exceptions:
    - (i) Those exceptions referred to in paragraph 2(a), (b), (c), (d), and (e) of this Contract;
    - (ii) Liens, encumbrances, adverse claims or other matters which Purchaser has created, suffered or permitted to accrue after the date of this Contract; and
    - (iii) The following liens or encumbrances:  
none

(b) Deliver to Purchaser the abstract of title to the Property, without further extension, to the extent required by the purchase agreement (if any) between Seller and Purchaser.

4. Purchase Price. Purchaser shall pay to Seller at 34342 30th ave Isle mn, 56342  
 the sum of Thirty-nine thousandfive-hundred dollars  
Dollars (\$ 39,500), as and for

the purchase price (the "Purchase Price") for the Property, payable as follows:

1600 dollars aug 2 2014 balance at 4.5% intrest payable the 2nd of the month. for a period 60 months at 400.00 balance due aug.2 2019.

5. Prepayment. Unless otherwise provided in this Contract, Purchaser shall have the right to fully or partially prepay this Contract at any time without penalty. Any partial prepayment shall be applied first to payment of amounts then due under this Contract, including unpaid accrued interest, and the balance shall be applied to the principal installments to be paid in the inverse order of their maturity. Partial prepayment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments.

6. Real Estate Taxes and Assessments. Real estate taxes and installments of special assessments which are due and payable in the year in which this Contract is dated shall be paid as follows:  
seller to pay 8/12 purchaser 4/12 due Oct.15 2014

Purchaser shall pay, before penalty accrues, all real estate taxes and installments of special assessments assessed against the Property which are due and payable in all subsequent years. Seller warrants that the real estate taxes and installments of special assessments which were due and payable in the years preceding the year in which this Contract is dated are paid in full. If the Property is subject to a recorded declaration providing for assessments to be levied against the Property by any owners' association, Purchaser shall promptly pay, when due, all assessments imposed by the owners' association or other governing body as required by the provisions of the declaration or other related documents.

7. Property Insurance.

(a) Insured Risks and Amounts. Purchaser shall keep all buildings, improvements, and fixtures now or later located on or a part of the Property insured against loss by fire, lightning and such other perils as are included in a standard "all-risk" endorsement, and against loss or damage by all other risks and hazards covered by a standard extended coverage insurance policy, including, without limitation, vandalism, malicious mischief, burglary, theft and, if applicable, steam boiler explosion. Such insurance shall be in an amount no less than the full replacement cost of the buildings, improvements, and fixtures, without deduction for physical depreciation. If any of the buildings, improvements, or fixtures are located in a federally designated flood prone area, and if flood insurance is available for that area, Purchaser shall procure and maintain flood insurance in amounts reasonably satisfactory to Seller.

(b) Other Terms. The insurance policy shall contain a loss payable clause in favor of Seller which provides that Seller's right to recover under the insurance shall not be impaired by any acts or omissions of Purchaser or Seller, and that Seller shall otherwise be afforded all rights and privileges customarily provided a mortgagee under the so-called standard mortgage clause.

(c) Notice of Damage. In the event of damage to the Property by fire or other casualty, Purchaser shall promptly give notice of such damage to Seller and the insurance company.

8. Damage to the Property.

(a) Application of Insurance Proceeds. If the Property is damaged by fire or other casualty, the insurance proceeds paid on account of such damage shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid, unless Purchaser makes a permitted election described in the next paragraph. Such amounts shall be first applied to unpaid accrued interest and next to the installments to be paid as provided in this Contract in the inverse order of their maturity. Such payment shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance of insurance proceeds, if any, shall be the property of Purchaser.

(b) Purchaser's Election to Rebuild. If Purchaser is not in default under this Contract, or after curing any such default, and if the mortgagees in any prior mortgages and sellers in any prior contracts for deed do not require otherwise, Purchaser may elect to have that portion of such insurance proceeds necessary to repair, replace, or restore the damaged Property (the "Repairs") deposited in escrow with a bank or title insurance company qualified to do business in the State of Minnesota, or such other party as may be mutually agreeable to Seller and Purchaser. The election may only be made by written notice to Seller within sixty (60) days after the damage occurs. Also, the election will only be permitted if the plans and specifications and contracts for the Repairs are approved by Seller, which approval Seller shall not unreasonably withhold or delay. If such a permitted election is made by Purchaser, Seller and Purchaser shall jointly deposit, when paid, such insurance proceeds into such escrow. If such insurance proceeds are insufficient for the Repairs, Purchaser shall, before the commencement of the Repairs, deposit into such escrow sufficient additional money to insure the full payment for the Repairs. Even if the insurance proceeds are unavailable or are insufficient to pay the cost of the Repairs, Purchaser shall at all times be responsible to pay the full cost of the Repairs. All escrowed funds shall be disbursed by the

escrowee in accordance with generally accepted sound construction disbursement procedures. The costs incurred or to be incurred on account of such escrow shall be deposited by Purchaser into such escrow before the commencement of the Repairs. Purchaser shall complete the Repairs as soon as reasonably possible and in a good and workmanlike manner, and in any event the Repairs shall be completed by Purchaser within one (1) year after the damage occurs. If, following the completion of and payment for the Repairs, there remains any undisbursed escrow funds, such funds shall be applied to payment of the amounts payable by Purchaser under this Contract in accordance with paragraph 8(a) above.

(c) Owners' Association. If the Property is subject to a recorded declaration, so long as the owners' association maintains a master or blanket policy of insurance against fire, extended coverage perils and such other hazards and in such amount as are required by this Contract, then: (i) Purchaser's obligation in the Contract to maintain hazard insurance coverage on the Property is satisfied; (ii) the provisions of paragraph 8(a) of this Contract regarding application of insurance proceeds shall be superseded by the provisions of the declaration or other related documents; and (iii) in the event of a distribution of insurance proceeds in lieu of restoration or repair following an insured casualty loss to the Property, any such proceeds payable to Purchaser are hereby assigned and shall be paid to Seller for application to the sum secured by this Contract, with the excess, if any, paid to Purchaser.

9. Injury or Damage Occurring on the Property.

(a) Liability. Seller shall be free from liability and claims for damages by reason of injuries occurring on or after the date of this Contract to any person or persons or property while on or about the Property. Purchaser shall defend and indemnify Seller from all liability, loss, cost, and obligations, including reasonable attorneys' fees, on account of or arising out of any such injuries. However, Purchaser shall have no liability or obligation to Seller for such injuries which are caused by the negligence or intentional wrongful acts or omissions of Seller.

(b) Liability Insurance. Purchaser shall, at Purchaser's own expense, procure and maintain liability insurance against claims for bodily injury, death and property damage occurring on or about the Property in amounts reasonably satisfactory to Seller and naming Seller as an additional insured.

10. Insurance Generally. The insurance which Purchaser is required to procure and maintain pursuant to paragraphs 7 and 9 of this Contract shall be issued by an insurance company or companies licensed to do business in the State of Minnesota and acceptable to Seller. The insurance shall be maintained by Purchaser at all times while any amount remains unpaid under this Contract. The insurance policies shall provide for not less than ten (10) days written notice to Seller before cancellation, non-renewal, termination or change in coverage, and Purchaser shall deliver to Seller a duplicate original or certificate of such insurance policy or policies.

11. Condemnation. If all or any part of the Property is taken in condemnation proceedings instituted under power of eminent domain or is conveyed in lieu thereof under threat of condemnation, the money paid pursuant to such condemnation or conveyance in lieu thereof shall be applied to payment of the amounts payable by Purchaser under this Contract, even if such amounts are not then due to be paid. Such amounts shall be applied in the same manner as a prepayment as provided in paragraph 5 of this Contract. Such payments shall not postpone the due date of the installments to be paid pursuant to this Contract or change the amount of such installments. The balance, if any, shall be the property of Purchaser.

12. Waste, Repair, and Liens. Purchaser shall not remove or demolish any buildings, improvements, or fixtures now or later located on or a part of the Property, nor shall Purchaser commit or allow waste of the Property. Purchaser shall maintain the Property in good condition and repair. Purchaser shall not create or permit to accrue liens or adverse claims against the Property which constitute a lien or claim against Seller's interest in the Property. Purchaser shall pay to Seller all amounts, costs and expenses, including reasonable attorneys' fees, incurred by Seller to remove any such liens or adverse claims.

13. Compliance with Laws. Except for matters which Seller has created, suffered, or permitted to exist prior to the date of this Contract, Purchaser shall comply or cause compliance with all laws and regulations of any governmental authority which affect the Property or the manner of using or operating the same, and with all restrictive covenants, if any, affecting title to the Property or the use thereof.

14. Recording of Contract; Deed Tax. Purchaser shall, at Purchaser's expense, record this Contract in the Office of the County Recorder or Registrar of Titles in the county in which the Property is located within four (4) months after the date hereof. Purchaser shall pay any penalty imposed under Minn. Stat. 507.235 for failure to timely record the Contract. Seller shall, upon Purchaser's full performance of this Contract, pay the deed tax due upon the recording of the deed to be delivered by Seller.

15. Notice of Assignment. If either Seller or Purchaser assigns its interest in the Property, the assigning party shall promptly furnish a copy of such assignment to the non-assigning party.

16. Protection of Interests. If Purchaser fails to pay any sum of money required under the terms of this Contract or fails to perform any of the Purchaser's obligations as set forth in this Contract, Seller may, at Seller's option, pay the same or cause the same to be performed, or both, and the amounts so paid by Seller and the cost of such performance shall be payable at once, with interest at the rate stated in paragraph 4 of this Contract, as an additional amount due Seller under this Contract. If there now exists, or if Seller hereafter creates, suffers or permits to accrue, any mortgage, contract for deed, lien or encumbrance against the Property which is not herein expressly assumed by Purchaser, and provided Purchaser is not in default under this Contract, Seller shall timely pay all amounts due thereon, and if Seller fails to do so, Purchaser may, at Purchaser's option, pay any such delinquent amounts or take any actions reasonably necessary to cure defaults thereunder and deduct the amounts so paid together with interest at the rate provided in this Contract from the payments next coming due under this Contract.

17. Defaults and Remedies. The time of performance by Purchaser of the terms of this Contract is an essential part of this Contract. If Purchaser fails to timely perform any term of this Contract, Seller may, at Seller's option, elect to declare this Contract cancelled and terminated by notice to Purchaser in accordance with applicable law or elect any other remedy available at law or in equity. If Seller elects to terminate this Contract, all right, title, and interest acquired under this Contract by Purchaser shall then cease and terminate, and all improvements made upon the Property and all payments made by Purchaser pursuant to this Contract (including escrow payments, if any) shall belong to Seller as liquidated damages for breach of this Contract. Neither the extension of the time for payment of any sum of money to be paid hereunder nor any waiver by Seller of Seller's rights to declare this Contract forfeited by reason of any breach shall in any manner affect Seller's right to cancel this Contract because of defaults subsequently occurring, and no extension of time shall be valid unless agreed to in writing. After service of notice of default and failure to cure such default within the period allowed by law, Purchaser shall, upon demand, surrender possession of the Property to Seller, but Purchaser shall be entitled to possession of the Property until the expiration of such period. Failure by Seller to exercise one or more remedies available under this paragraph 17 shall not constitute a waiver of the right to exercise such remedy or remedies thereafter.

18. Binding Effect. The terms of this Contract shall run with the land and bind the parties hereto and the successors in interest.

19. Headings. Headings of the paragraphs of this Contract are for convenience only and do not define, limit, or construe the contents of such paragraphs.

20. Additional Terms: Check here if  an addendum to this Contract containing additional terms and conditions is attached hereto.

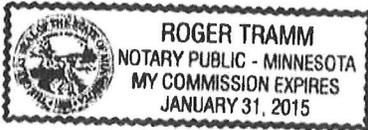
Seller  
  
\_\_\_\_\_  
(signature) John T. Sammis  
  
\_\_\_\_\_  
(signature) Nancy J. Sammis

Purchaser  
  
\_\_\_\_\_  
(signature) Lynn Smith  
\_\_\_\_\_  
(signature)

State of Minnesota, County of mille Lacs

This instrument was acknowledged before me on 8-2-14 by John T. Sammis  
Nancy J. Sammis married persons  
(month/day/year)  
(insert name and marital status of each Seller)

(Stamp)

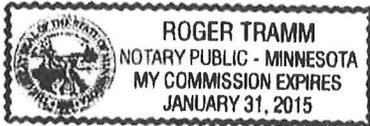


Roger Tramm  
(signature of notarial officer)  
Title (and Rank): notary  
My commission expires: 1-31-15  
(month/day/year)

State of Minnesota, County of mille Lacs

This instrument was acknowledged before me on 8-2-14 by Lynn Smith  
married person  
(month/day/year)  
(insert name and marital status of each Purchaser)

(Stamp)



Roger Tramm  
(signature of notarial officer)  
Title (and Rank): Notary  
My commission expires: 1-31-15  
(month/day/year)

THIS INSTRUMENT WAS DRAFTED BY:  
(insert name and address)

John T. sammis  
34342 30th ave  
Isle, Mn. 56342

TAX STATEMENTS FOR THE REAL PROPERTY DESCRIBED IN THIS INSTRUMENT SHOULD BE SENT TO:  
(insert legal name and residential or business address of Grantee)

Lynn Smith  
18484 326<sup>th</sup> Ave  
Isle, MN 56342

Note: Failure to record this contract for deed may give other parties priority over Purchaser's interest in the property.

1  
p0046.0

Lynn Smith  
18484 - 326<sup>th</sup> Ave  
Isle, Mn 56342

10-1-9

RECORDED \_\_\_\_\_  
TRACT INDEX   
GRANTOR \_\_\_\_\_  
GRANTEE \_\_\_\_\_  
COMPARED \_\_\_\_\_

OFFICE OF COUNTY RECORDER  
AITKIN COUNTY, MN  
 WELL CERTIFICATE RECEIVED  
 WELL CERTIFICATE NOT REQUIRED

COUNTY RECORDER  
AITKIN COUNTY, MINNESOTA  
**FILED**

OCT 01 2014<sup>9</sup> A M

As Doc. No. *Diane McLaughlin*

425049

Keith Smith

Owner Name(s) SAMMIS, JOHN & NANCY  
 Parcel Number(s): 16-1-095600 and 16-1-095700  
 Number of Parcels 2  
 Property Classification: non-homestead  
 Forfeiture date: 8/1/2025  
 Calculated to: 2/28/2026

Repurchase Amount \$ 2,926.80  
 State Deed(s) \$ 50.00  
 Forfeiture Process Cost \$ 100.00  
 Recording \$ 92.00  
 Deed tax \*\* 0.33% \$ 3.30  
 Well Certificate \$ -  
 Sheriff Cost \$ 40.00  
 Land Department Cost \$ 200.00  
 Court Letter Fee-Auditor \$ 6.90  
 Insurance \$ -  
**Repurchase Cost \$ 3,419.00**

3419.00  
 Cashiers Check → 2500.00  
 Cash - 919.00

Parcel #1	Year	TC	RM	SC	Special Assessments	Tax & Specials	Penalty *	Fees	Subtotal	Interest	Total	Penalty * Rates	Interest Rates
										As of 2/1/2026			
	2025			286.00		286.00	35.75		321.75	3.75	325.50	12.5	1.1666
	2024			280.00	-	280.00	35.00	-	315.00	26.25	341.25	12.5	8.3333
	2023			262.00	-	262.00	32.75	-	294.75	48.14	342.89	12.5	16.3333
	2022			262.00	-	262.00	32.75	-	294.75	72.71	367.46	12.5	24.6667
	2021			254.00	-	254.00	31.75	20.00	305.75	105.99	411.74	12.5	34.6667
	2020			-	-	-	-	-	-	-	-	12.5	44.6667
	2019			-	-	-	-	-	-	-	-	12.5	54.6667
	2018			-	-	-	-	-	-	-	-		
	<b>Total</b>			<b>1,344.00</b>	<b>-</b>	<b>1,344.00</b>	<b>168.00</b>	<b>20.00</b>	<b>1,532.00</b>	<b>256.84</b>	<b>1,788.84</b>		
Parcel #2													
	2025			186.00	-	186.00	23.25	-	209.25	2.44	211.69	12.5	1.1666
	2024			176.00	-	176.00	22.00	-	198.00	16.50	214.50	12.5	8.3333
	2023			160.00	-	160.00	20.00	-	180.00	29.40	209.40	12.5	16.3333
	2022			164.00	-	164.00	20.50	-	184.50	45.51	230.01	12.5	24.6667
	2021			162.00	-	162.00	20.25	20.00	202.25	70.11	272.36	12.5	34.6667
	2020			-	-	-	-	-	-	-	-	12.5	44.6667
	2019			-	-	-	-	-	-	-	-	12.5	54.6667
	2018			-	-	-	-	-	-	-	-		
	<b>Total</b>			<b>848.00</b>	<b>-</b>	<b>848.00</b>	<b>106.00</b>	<b>20.00</b>	<b>974.00</b>	<b>163.96</b>	<b>1,137.96</b>		

**Resolution #20260310-xxx Keith Smith Repurchase**

**WHEREAS**, Keith Smith had a vested interest in the property at the time of forfeiture. (Applicant)

**WHEREAS**, the Applicant has made and filed an application with the County Auditor for the repurchase of the hereinafter described parcels of tax-forfeited land, in accordance with the provisions of Minnesota Statutes 1945, Section 282.241, of amended, which land is situated in the County of Aitkin, Minnesota and described as follows, to-wit:

Parcel #16-1-095600

Lot 10, Block 1 Wildhurst    Sec: 20    Twp: 44    Rge: 25

Parcel #16-1-095700

Lot 11, Block 1 Wildhurst    Sec: 20    Twp: 44    Rge: 25

**WHEREAS**, said Applicant has set forth in their application that:

- A. Hardship and injustice has resulted because of forfeiture of said land, for the following reasons, to-wit: This is my residence. I have been battling health issues since 2021.
- B. That the repurchase of said land by me will promote and best serve the public interest because: I will continue to live there and pay taxes.

**WHEREAS**, the Applicant has made payment of all delinquent taxes of properties.

**WHEREAS**, this board is of the opinion that said application should be granted for such reasons.

**NOW, THEREFORE BE IT RESOLVED**, that the application of Keith Smith for the purchase of the above-described parcel of tax-forfeited land be and the same is hereby granted and the County Auditor is hereby authorized and directed to permit such repurchase according to the provisions of Minnesota Statutes 1945, Section 282.241, as amended.

Adopted this 10<sup>th</sup> Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request

**2U**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Joint Powers Agreements

<input type="checkbox"/> REGULAR AGENDA	<b>Action Requested:</b>	<input type="checkbox"/> Direction Requested
<input checked="" type="checkbox"/> CONSENT AGENDA	<input type="checkbox"/> Approve/Deny Motion	<input type="checkbox"/> Discussion Item
	<input checked="" type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Information Only
	<input type="checkbox"/> Hold Public Hearing <i>*provide copy of hearing notice that was published</i>	
<b>Submitted by:</b> James P. Ratz		<b>Department:</b> County Attorney
<b>Presenter (Name and Title):</b> James P. Ratz		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  Authorization of the Joint Powers Agreements with the County of Aitkin on Behalf of its County Attorney and Sheriff.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Adopt Resolution approving Joint Powers Agreements between Aitkin County and the State of Minnesota for the use of systems and tools available over the State's criminal justice data communications network.		
<b>Financial Impact:</b>		
<i>Is there a cost associated with this request?</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
<i>What is the total cost, with tax and shipping? \$</i>		
<i>Is this budgeted?</i>	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
	<i>Please Explain:</i>	

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

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

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

SENIOR ASSISTANT COUNTY ATTORNEY  
LISA ROGGENKAMP RAKOTZ

ASSISTANT COUNTY ATTORNEYS  
SARAH WINGE  
NATALIE SCHIFERL  
TRACY N. PERPICH

PARALEGALS  
TAMMY K. MILLER  
SONDRA L. SWANSON

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

**MEMORANDUM**

**TO:** Aitkin County Board

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

**DATE:** March 3, 2026

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

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

JPR:sls

**Resolution #20260310-xxx - APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF AITKIN ON BEHALF OF ITS COUNTY ATTORNEY AND SHERIFF**

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

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

1. That the State of Minnesota Joint Powers Agreements by and between the State of Minnesota acting through its Department of Public Safety, Bureau of Criminal Apprehension and the County of Aitkin on behalf of its County Attorney and Sheriff are hereby approved.
2. That the Sheriff, Daniel Guida, or his or her successor, is designated the Authorized Representative for the Sheriff. The Authorized Representative is also authorized to sign any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the County’s connection to the systems and tools offered by the State.

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

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

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

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

Adopted this 10<sup>th</sup> day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

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



# State of Minnesota Joint Powers Agreement

This Agreement is between the State of Minnesota, acting through its Department of Public Safety on behalf of the Bureau of Criminal Apprehension ("BCA"), and the County of Aitkin on behalf of its Attorney's Office ("Governmental Unit"). The BCA and the Governmental Unit may be referred to jointly as "Parties."

## Recitals

Under Minn. Stat. § 471.59, the BCA and the Governmental Unit are empowered to engage in agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit political subdivisions as defined under Minn. Stat. § 299C.46, subd. 2 and subd. 2(a). The Governmental Unit is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this Agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized political subdivisions in performing their duties. The Governmental Unit wants to access data in support of its official duties.

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

## Agreement

### 1 Term of Agreement

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

### 2 Agreement Between the Parties

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

#### 2.2 Methods of Access.

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

- A. **Direct access** occurs when individual users at the Governmental Unit use the Governmental Unit's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect Access** occurs when individual users at the Governmental Unit go to another Governmental Unit to obtain data and information from BCA's systems and tools. This method of access generally results in the Governmental Unit with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-Computer System Interface** occurs when the Governmental Unit's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Governmental Unit employees or contractors may use any of these

methods to use BCA's systems and tools as described in this Agreement. Governmental Unit will select a method of access and can change the methodology following the process in Clause 2.10.

- 2.3 Federal Systems Access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Governmental Unit with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.
- 2.4 Governmental Unit Policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Governmental Unit has created its own policies to ensure that Governmental Unit's employees and contractors comply with all applicable requirements. Governmental Unit ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.
- 2.5 Governmental Unit Resources.** To assist Governmental Unit in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://bcanextest.x.state.mn.us/launchpad/cjisdocs/docs.cgi?cmd=FS&ID=795&TYPE=DOCS>.
- 2.6 Access Granted.**
- A. Governmental Unit is granted permission to use all current and future BCA systems and tools for which Governmental Unit is eligible. Eligibility is dependent on Governmental Unit (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Governmental Unit's written request for use of a specific system or tool.
  - B. To facilitate changes in systems and tools, Governmental Unit grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Governmental Unit needs to meet its criminal justice obligations and for which Governmental Unit is eligible.
- 2.7 Future Access.** On written request from the Governmental Unit, BCA also may provide Governmental Unit with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Governmental Unit agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.
- 2.8 Limitations on Access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Governmental Unit agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.
- 2.9 Supersedes Prior Agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Governmental Unit regarding access to and use of systems and tools provided by BCA.
- 2.10 Requirement to Update Information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

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

- 2.11 Transaction Record.** The BCA creates and maintains a transaction record for each exchange of data utilizing

its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Governmental Unit conducted a particular transaction.

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

When Governmental Unit's method of access is a computer-to-computer interface as described in Clause 2.2C, the Governmental Unit must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

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

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

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

### **3 Payment**

The Governmental Unit currently accesses the criminal justice data communications network described in Minn. Stat. §299C.46. The bills are sent annually for a total annual cost of Six Hundred and 00/100 Dollars (\$600.00).

The Governmental Unit will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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

### **4 Authorized Representatives**

The BCA's Authorized Representative is the person below, or her successor:

Name: Katie Meiers, Deputy Superintendent  
Address: Minnesota Department of Public Safety; Bureau of Criminal Apprehension

1430 Maryland Avenue  
Saint Paul, MN 55106  
Telephone: 651-793-2425  
Email Address: [Kathryn.Meiers@state.mn.us](mailto:Kathryn.Meiers@state.mn.us)

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

Name: Jim Ratz, County Attorney  
Address: Aitkin County  
209 2nd Street NW RM 268  
Aitkin, MN 56431  
Telephone: 218-927-7347  
Email Address: [james.ratz@co.aitkin.mn.us](mailto:james.ratz@co.aitkin.mn.us)

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

- 5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.
- 5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.
- 5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.
- 5.4 Agreement Complete.** This Agreement contains all negotiations and agreements between the BCA and the Governmental Unit. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## 6 **Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466 and other applicable laws, governs the Governmental Unit's liability.

## 7 **Audits**

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

Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

- 7.2** Under applicable state and federal law, the Governmental Unit's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.
- 7.3** If the Governmental Unit accesses federal databases, the Governmental Unit's records are subject to examination by the FBI and BCA; the Governmental Unit will cooperate with FBI and BCA auditors and make any requested data available for review and audit.

- 7.4 If the Governmental Unit accesses state databases, the Governmental Unit's records are subject to examination by the BCA: the Governmental Unit will cooperate with the BCA auditors and make any requested data available for review and audit.
- 7.5 To facilitate the audits required by state and federal law, Governmental Unit is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## 8 Government Data Practices

- 8.1 **BCA and Governmental Unit.** The Governmental Unit and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Governmental Unit under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Governmental Unit or the BCA.
- 8.2 **Court Records.** If Governmental Unit chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Governmental Unit comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in appropriate circumstances.

## 9 Investigation of Alleged Violations; Sanctions

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

- 9.1 **Investigation.** The Governmental Unit and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Governmental Unit and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Governmental Unit of the suspected violation, subject to any restrictions in applicable law. When Governmental Unit becomes aware that a violation has occurred, Governmental Unit will inform BCA subject to any restrictions in applicable law.
- 9.2 **Sanctions Involving Only BCA Systems and Tools.**

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

  - 9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Governmental Unit must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Governmental Unit must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Governmental Unit and BCA's determination controls.
  - 9.2.2 If BCA determines that Governmental Unit has jeopardized the integrity of the systems or tools

covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Governmental Unit's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

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

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

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

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

## **10 Venue**

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

## **11 Termination**

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

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

## **12 Continuing Obligations**

The following clauses survive the expiration or cancellation of this Agreement: Liability; Audits; Government Data Practices; 9. Investigation of Alleged Violations; Sanctions; and Venue.

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

**1. GOVERNMENTAL UNIT**

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

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

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

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

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

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

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

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

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

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

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

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

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

**3. COMMISSIONER OF ADMINISTRATION**

As delegated to the Office of State Procurement

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

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

ADMIN ID: \_\_\_\_\_

# COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

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

## Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract Number 284731, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.**

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

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

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

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

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

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

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

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

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

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

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

**11.** [reserved]

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

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

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

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

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

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

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. SUBSCRIBER (AGENCY)**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension

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

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

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

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

**Attachment A**

BCA and Aitkin County Attorney's Office  
Master JPA for CJDN Access

<b>ORI Number</b>	<b>Agency</b>
<b>MN001013A</b>	<b>Aitkin County Attorney</b>
MN001051A	Glen Township Attorney
MN001081A	Hazelton Township Attorney
MN001021A	Hill City Attorney
MN001071A	Kimberly Township Attorney
MN001061A	Logan Township Attorney
MN001041A	Seavey Township Attorney
MN001091A	Shamrock Township Attorney
MN001031A	Spencer Township Attorney

## CJDN Fee Structure

Effective July 2018

### Statements

All agencies receiving data from the Bureau of Criminal Apprehension (BCA) or through the BCA will be charged at least \$50.00 per month. Regardless if they are connected directly to us or not.

**Current paying** agencies will continue to pay their current monthly fee regardless of the method of connection. Please see the exceptions outlined below, including the applicable VPN charges.

**New** agencies will pay \$50.00 per month.

**Agencies** that are currently not paying any fees will be charged \$50.00 per month.

**VPN** agencies will pay \$50.00 per month plus \$15.00 per VPN per month for Criminal Justice Agency and Private Law Firm or \$35.00 per VPN per month for Non-Criminal Justice Agency. \$100 one-time charge plus \$100.00 VPN replacement charge. VPNs have a lifespan of at least two years.

\*BCA Master Joint Powers Agreement will have language added to reflect Agency and Private Law Firm arrangement. Agreement will also allow Private Law Firm to support multiple agencies with single connection.

### Connection types

- 1. VPN: Site-Site Connection directly to BCA**
- 2. Direct: CJDN Connection**  
Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement  
Agency shall have an appropriate agreement, Management Control Agreement with MN-IT.
- 3. Shared: Agency shares connection with another BCA connected agency**  
Agencies are advised to put in place an interagency Agreement. Sometimes referred to as downstream agency or agency sitting behind another agency agreement.
- 4. Extended: Extending a network connection from a BCA connected agency to an existing agency.**  
Agencies are advised to put in place an interagency Agreement. Sometimes referred to as downstream agency or agency sitting behind another agency agreement.

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

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

**Recitals**

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

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

**Agreement**

**1 Term of Agreement**

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

**2 Agreement between the Parties**

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

**2.2 Methods of access.**

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

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

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

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

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

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

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies,

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

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

**2.6 Access granted.**

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

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

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

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

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

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

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

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

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

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and

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

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

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

**3 Payment**

The Agency ~~currently accesses the criminal justice data communications network described in Minn. Stat. § 299C.46. No charges will be assessed to the agency as a condition of this agreement.~~ The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of One Hundred Fifty Dollars (\$150.00) or a total annual cost of Six Hundred Dollars (\$600.00).

*[Handwritten signatures and initials in blue ink, including "DGC", "DHL", and a large signature]*

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

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

**4 Authorized Representatives**

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

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

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

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

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

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

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

**6 Liability**

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

Ch. 466, governs the Agency's liability.

## 7 Audits

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

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

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

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

## 8 Government Data Practices

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

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

## 9 Investigation of alleged violations; sanctions

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

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

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

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

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

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

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

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

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

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

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

## **10 Venue**

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

## **11 Termination**

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

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

## **12 Continuing obligations**

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

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

**1. AGENCY**

Name: J. Mark Uedel  
(PRINTED)  
Signed: [Signature]  
Title: Co. Bd. Chairperson  
(with delegated authority)  
Date: 03-09-2021

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

Dana L Gotz  
Name: \_\_\_\_\_  
DocuSigned by:  
(PRINTED)  
Signed: Dana L Gotz  
BA9413DA85744EB...  
Title: Deputy Superintendent  
(with delegated authority)  
Date: 3/31/2021

Name: Jessica Seibert  
(PRINTED)  
Signed: Jessie Seibert  
Title: County Administrator  
(with delegated authority)  
Date: 3-9-21

**3. COMMISSIONER OF ADMINISTRATION**

delegated to Materials Management Division  
DocuSigned by:  
Signed: Haylie Heil  
By: \_\_\_\_\_  
4AB4CCB119DA413...  
Date: 4/1/2021

70858

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

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

### **Recitals**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**f. Title; Return.** The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (1) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

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

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

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

**11. [reserved]**

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

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

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

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

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

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

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

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

**15. WARRANTY DISCLAIMERS.**

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

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

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

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

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

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

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

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

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

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

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

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

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

**1. SUBSCRIBER (AGENCY)**

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

Name: J. Mark Wedel  
(PRINTED)

Signed: J. Mark Wedel

Title: Co Bd Chairperson  
(with delegated authority)

Date: 03-09-2021

Name: Jessica Seibert  
(PRINTED)

Signed: Jessie Seibert

Title: County Administrator  
(with delegated authority)

Date: 3-9-21

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

Name: Dana L Gotz  
DocuSigned by:  
(PRINTED)

Signed: Dana L Gotz  
BA9413DA85744EB...

Title: Deputy Superintendent  
(with delegated authority)  
3/31/2021

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

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

By: Kayle Hill  
4AB4CCB119DA413...

Date: 4/1/2021

**4. COURTS**

Authority granted to Bureau of Criminal Apprehension  
Judith M. Strobel

Name: \_\_\_\_\_  
DocuSigned by:  
(PRINTED)

Signed: Judith M. Strobel  
787F9E368D454E4...

Title: Senior Legal Analyst  
(with authorized authority)  
3/31/2021

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



# Board of County Commissioners Agenda Request

## 2V

Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Out-of-State Travel Authorization (Community Health Specialist)

<input type="checkbox"/> REGULAR AGENDA  <input checked="" type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> Paula Arimborgo		<b>Department:</b> H&HS Administration
<b>Presenter (Name and Title):</b>		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b>  <p>Hannah Sovinski, a Community Health Specialist with Health &amp; Human Services plans to attend the Rural Grocery Summit to enhance her knowledge and strengthen implementation of the Food Access in the Community strategy under the Healthy Eating focus area of the Statewide Health Improvement Partnership (SHIP) program.</p> <p>This summit directly aligns with our work related to:</p> <ul style="list-style-type: none"> <li>- Rural food systems</li> <li>- Healthy food access strategies</li> <li>- Grocery Partnerships</li> <li>- Community-level infrastructure development</li> <li>- Sustainability of rural food retail</li> </ul> <p>The opportunity to engage with rural grocery leaders, food system experts, and public health practitioners will support evidence-based strategy development and strengthen local implementation efforts in Aitkin County.</p> <p>We are seeking approval for Hannah to travel out-of-state to attend this summit in Fargo, North Dakota.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Recommend approving motion to allow Hannah Sovinski to travel out of state to attend this summit in Fargo, North Dakota.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping?</i> \$ 1,245.28 estimated <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>  Registration: \$350 - Climate Smart Food Systems Grant. Grocery Tour: \$125 - CDC Infrastructure Grant. Lodging: \$425.28 - Aitkin SHIP Budget (\$284) & CDC Infrastructure Grant. Travel: \$255 - Aitkin SHIP Budget. Meals: \$90 - Aitkin SHIP Budget. This has been approved by MDH staff.		

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



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** March 10, 2026

**Title of Item:** Approve eRecording Vendor

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

<b>Submitted by:</b> Tara Snyder	<b>Department:</b> Recorder's Office
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<b>Presenter (Name and Title):</b> Tara Snyder-County Recorder	<b>Estimated Time Needed:</b> n/a
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**Summary of Issue:**

I am requesting approval of the attached Memorandum of Understanding (MOU) to authorize Hopdox as an additional trusted submitter for electronic recording.

Hopdox is a web-based submission system for electronically recording documents through Recorderase, our land records management system.

Approval of this MOU will allow our office to receive documents electronically from Hopdox for recording.

The proposed MOU has been reviewed by the County Attorney and the IT Director, both of whom have signed off on moving forward.

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

**Recommended Action/Motion:**  
Approve MOU

**Financial Impact:**

*Is there a cost associated with this request?*       Yes       No

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

*Is this budgeted?*       Yes       No      *Please Explain:*



## ELECTRONIC RECORDING AGREEMENT

This AGREEMENT, dated \_\_\_\_\_, is between Hopdox, LLC, a Utah Limited Liability Company, with an office located at 497 Quail Hollow Lane, Alpine, UT 84004 ("Hopdox") and Aitkin \_\_\_\_\_ ("County") with an address of 307 2nd St. NW, Aitkin, MN 56431 \_\_\_\_\_.

Hopdox offers a national electronic recording (eRecording) service that functions as a trusted third party for title insurance companies, attorneys, full-service banks and other legitimate entities to submit recordable documents electronically to government official records offices for recording.

County desires to offer eRecording in addition to their current paper-based documents processes. Additionally, the County wishes to have confidence that electronic document submissions are secure, accurate, and timely through the use of available electronic technologies for the mutual benefit of the parties of the transactions.

### **Program Eligibility**

eRecording requires a business relationship and mutual trust between the Recorder, the submitting entity, and a third-party vendor transmitting electronic records. All parties to the eRecording transaction desire to operate and maintain a secure recording system that safeguards parties to recordation from deceit, fraud, and forgery. This Agreement outlines the procedures and rules for the trusted relationship between Hopdox and the Recording Office to facilitate a safe and secure eRecording relationship.

Participation in the eRecording program is voluntary and the decision to do so is a business judgment.

Neither party shall be liable for any failure to perform processing of the electronic documents where such failure results from any act of God or other cause beyond the party's reasonable control (including, without limitation, any mechanical, electronic or communications failure which prevents the parties from transmitting or receiving the eRecording transactions.

### **County Responsibilities**

#### **Section 1 – Process Integrity**

County will attempt to protect the integrity of the recording process through ongoing monitoring of documents received and recorded through eRecording means. County, however, shall be held harmless and not liable

for any damages resulting from software or equipment failure and assumes no contractual liability for any damages whatsoever via any part of this document.

If the County system causes delays or power failures that interfere with the normal course of business, the County will notify Hopdox with an estimated time of resolution and alternatives to eRecording until the problem is resolved.

## **Section 2 – Diligence**

County will apply the same level of diligence in handling documents submitted electronically as those submitted through the manual process.

## **Section 3 – Business Information**

County acknowledges responsibility to provide the necessary business information as summarized below and detailed in supplements to this Agreement.

- County Recording contact(s) names and information
- County processing schedules and hours of operation for the eRecording Program.
- Document types accepted and indexing requirements
- Payment requirements.

## **Hopdox Responsibilities**

### **Section 1. Original Documents**

Hopdox acknowledges that eRecording allows submitters to prepare, sign and/or transmit documents and business records in electronic formats. The electronically transmitted documents will be considered the “original” record of the transaction in substitution for, and with the same intended effect as paper documents. In the case that such electronic documents bear a digitized or electronic signature they will be treated with the same legal effect as paper documents bearing handwritten signatures.

### **Section 2. Technical Coordination**

Hopdox shall be responsible for coordinating all technical problems and issues between Receiver and Hopdox and/or its customers.

## **Section 3. Requirement Changes**

Hopdox agrees to make best efforts to comply with any changes in specifications that may occur. Compliance will begin within the time period specified in the notice of such changes that will be sent out by the County.

## **General Terms**

### **Section 1. Liability Disclaimers/Waivers**

**By County** - The County will not incur any liability for the information electronically transmitted by Hopdox and/or its licensees. Should a dispute or legal action arise concerning an electronic transaction, the County will be held harmless and not liable for any damages which may be awarded against Hopdox. Hopdox does not agree to indemnify County for actions or inactions of the County, including any damages awarded against the County for its own acts or omissions. Further, Hopdox does not agree to provide legal representation for the County for any actions brought against the County related to any eRecording.

The County will not incur liability for any security breach, fraud or deceit due to eRecording.

**By Both Parties** - Neither Hopdox nor the County shall be liable to the other for any special, incidental, exemplary or consequential damages arising from or because of any delay, omission or error in the eRecording transmission or receipt.

### **Section 2. Disputes**

Hopdox and the County will attempt in good faith to resolve any controversy or claim arising out of or relating to eRecording through either negotiation or mediation prior to initiating litigation.

The County recognizes in many eRecording transactions, the Hopdox licensees will be utilizing the Hopdox eRecording solution and Hopdox will not be the actual entity recording the document or record. In the case of a dispute related to the authenticity of a document or record presented in an eRecording transaction by one of the Hopdox licensees, the County agrees to not suspend or disable all of the Hopdox access to the eRecording Program, but, rather, agrees to notify Hopdox of the issue so the access of the licensee may be suspended or disabled as required by the County. Hopdox will not be liable for defective documents or records recorded by its licensees while utilizing the eRecording Program.

### **Section 3. Severability**

The terms of this agreement are governed by, and subject to any changes in any applicable State or Federal laws, rules and regulations. If any provision



of this Agreement is determined to be unenforceable or invalid for any reason, the remainder of this Agreement shall remain in effect, unless otherwise terminated in accordance with the terms contained herein

**Section 4. Termination**

Either party may terminate this Agreement for any reason by providing thirty (30) days written notice of termination.

**Agreed and Accepted:**

**Hopdox**

\_\_\_\_\_  
Signature

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

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

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

**County of:**

Aitkin  
\_\_\_\_\_

\_\_\_\_\_  
Signature

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

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

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



# Board of County Commissioners Agenda Request

**2X**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Affidavit for Duplicate of Lost Warrant / Peterson

<input type="checkbox"/> REGULAR AGENDA  <input checked="" type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
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<b>Submitted by:</b> Wendie Bright	<b>Department:</b> Auditor's Office
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<b>Presenter (Name and Title):</b> N/A	<b>Estimated Time Needed:</b> N/A
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**Summary of Issue:**

Affidavit for Duplicate of Lost Warrant  
 Warrant #94581 - 10/22/2024 - Kristine Peterson - \$18.00

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

**Recommended Action/Motion:**  
 Approve Affidavit for Duplicate of Lost Warrant  
 Warrant #94581 - 10/22/2024 - Kristine Peterson - \$18.00

**Financial Impact:**

*Is there a cost associated with this request?*       Yes       No

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

*Is this budgeted?*       Yes       No      *Please Explain:*

AITKIN COUNTY

AFFIDAVIT OF FAILURE TO RECEIVE WARRANT  
Made Pursuant to Minnesota Statutes, Section 16A.46



**\*\*THIS AFFIDAVIT MUST BE NOTARIZED\*\***

State of Minnesota ) County of Aitkin )

Name: Kristine Peterson  
(AFFIANTS NAME: INDIVIDUAL OR NAME OF BUSINESS)

Officer's Name: Kristine Peterson Officer Title: \_\_\_\_\_  
(IF NOT BUSINESS, LEAVE BLANK)

Address: 30516 147th Street, Princeton MN 55371  
(CURRENT ADDRESS - THE ADDRESS THE NEW PAYMENT WILL BE MAILED TO)

Aitkin County Warrant Number: 94581 for over payment of property taxes  
(INSERT INVOICE OR VOUCHER INFORMATION)

Issued Oct. 22, 2024, to Kristine Peterson  
(INSERT DATE OF WARRANT) (INSERT NAME ON THE ORIGINAL WARRANT)

30516 147th Street, Princeton MN 55371  
(INSERT MAILING ADDRESS ON THE ORIGINAL WARRANT)

In the amount of Eighteen dollars (\$ 18.00 ) Dollars,

was never received by claimant

was received by claimant in the usual course of business; that \*

\* NOTE: Use space to describe in detail what you did with or what happened to the warrant, giving correct names, addresses, dates, etc., in every instance.  
If additional space is required, use the reverse side.

If the original warrant ever comes into claimant's possession, said warrant will be promptly returned, in the same condition as when received, to AITKIN COUNTY AUDITOR'S OFFICE, 307 2nd Street NW, Room 121, Aitkin MN 56431, and that claimant will reimburse the County for any loss which may be sustained by reason of any false statement, fault, or act on claimant's part concerning the aforesaid matter; and, that this affidavit is made for the purpose of securing the issuance of a duplicate warrant in the aforesaid amount.

Notary Public:  
Subscribed and sworn to before me this  
day of Wright March 3, 2026

[Signature]  
NOTARY PUBLIC SIGNATURE

My commission expires 1/31/29

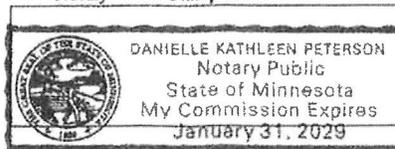
STATE OF: Minnesota  
COUNTY OF: Wright

You must sign this affidavit before a Notary Public:

[Signature]  
(Signature and Title of Affiant)

\_\_\_\_\_  
(Signature and Title of Affiant)

Notary Public Stamp in Box:



NOTE: A replacement warrant will be issued after approval from the Aitkin County Board of Commissioners.



# Board of County Commissioners Agenda Request

**2Y**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Affidavit for Duplicate of Lost Warrant / Cobb

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> Wendie Bright	<b>Department:</b> Auditor's Office	
<b>Presenter (Name and Title):</b> N/A		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  Affidavit for Duplicate of Lost Warrant Warrant #92139- 12/08/2023 - Colton Cobb - \$195.00		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve Affidavit for Duplicate of Lost Warrant Warrant #92139- 12/08/2023 - Colton Cobb - \$195.00		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

AITKIN COUNTY

AFFIDAVIT OF FAILURE TO RECEIVE WARRANT  
Made Pursuant to Minnesota Statutes, Section 16A.46



**\*\*THIS AFFIDAVIT MUST BE NOTARIZED\*\***

State of Minnesota County of Aitkin

Name: Colton Cobb  
(AFFIANTS NAME: INDIVIDUAL OR NAME OF BUSINESS)

Officer's Name: \_\_\_\_\_ Officer Title: \_\_\_\_\_  
(IF NOT BUSINESS, LEAVE BLANK)

Address: 31328 456th Ave, Aitkin MN 56431  
(CURRENT ADDRESS - THE ADDRESS THE NEW PAYMENT WILL BE MAILED TO)

Aitkin County Warrant Number: 92139 for boot reimbursement  
(INSERT INVOICE OR VOUCHER INFORMATION)

Issued 12/08/2023, to Colton Cobb  
(INSERT DATE OF WARRANT) (INSERT NAME ON THE ORIGINAL WARRANT)

31328 456th Ave, Aitkin MN 56431  
(INSERT MAILING ADDRESS ON THE ORIGINAL WARRANT)

In the amount of One hundred, ninety-five dollars (\$ 195.00 ) Dollars,

was never received by claimant

was received by claimant in the usual course of business; that \*  
lost

\* NOTE: Use space to describe in detail what you did with or what happened to the warrant, giving correct names, addresses, dates, etc., in every instance.  
If additional space is required, use the reverse side.

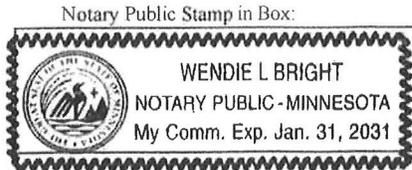
If the original warrant ever comes into claimant's possession, said warrant will be promptly returned, in the same condition as when received, to AITKIN COUNTY AUDITOR'S OFFICE, 307 2nd Street NW, Room 121, Aitkin MN 56431, and that claimant will reimburse the County for any loss which may be sustained by reason of any false statement, fault, or act on claimant's part concerning the aforesaid matter; and, that this affidavit is made for the purpose of securing the issuance of a duplicate warrant in the aforesaid amount.

Notary Public:  
Subscribed and sworn to before me this  
day of March 4, 2026

Wendie L Bright  
NOTARY PUBLIC SIGNATURE

My commission expires Jan 31, 2031

STATE OF: MN  
COUNTY OF: Aitkin



You must sign this affidavit before a Notary Public:

\_\_\_\_\_  
(Signature and Title of Affiant)

\_\_\_\_\_  
(Signature and Title of Affiant)

NOTE: A replacement warrant will be issued after approval from the Aitkin County Board of Commissioners.



# Board of County Commissioners Agenda Request

**3A**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Proclamation for National Agriculture Week

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

<b>Submitted by:</b> David Minke	<b>Department:</b> Administration
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<b>Presenter (Name and Title):</b>	<b>Estimated Time Needed:</b> 5 minutes
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**Summary of Issue:**

The Agriculture Council of America establishes National Agriculture Day and Agriculture week. This year, Agriculture week is March 22-28 and Agriculture Day is March 24.

The Aitkin-Carlton County Farm Bureau requests that the County Board issue the attached proclamation recognizing Agriculture Week for the week of March 22-28, 2026 and recognize the contributions of the agriculture industry.

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

**Recommended Action/Motion:**

I move to approve the Proclamation recognizing Agriculture Week as March 22-28, 2026 and recognizing the contributions of agriculture to the community.

**Financial Impact:**

Is there a cost associated with this request?  Yes  No

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

Is this budgeted?  Yes  No Please Explain:

**Proclamation – National Agriculture Week**

**WHEREAS** there are approximately 2 million farm families in America (*USDA National Agriculture Statistics Service, Census of Agriculture, 2022*),

**WHEREAS** there are over 65,000 farm families in Minnesota, (*State Summaries, USDA, NASS, 2022*),

**WHEREAS** there are close to 450 farm families in Aitkin County, (*County Profiles, MDA, NASS 2022*),

**WHEREAS** Aitkin County agriculture and related industries support about 2,500 jobs, which accounts for 9% of the total jobs in the county, (*County Highlights, Economic Contribution Study of MN Agriculture and Forestry, MN Agri Growth, 2020*),

**WHEREAS** Aitkin County has over 120,000 acres of farmland, (*County Profiles, MDA, NASS 2022*),

**WHEREAS** the Aitkin County agricultural and related industries total sales generated close to \$23 million annually, (*County Highlights, Economic Contribution Study of MN Agriculture and Forestry, MN Agri Growth, 2022*),

**WHEREAS** there is an estimated \$12.5 million in labor income supported by agriculture and related industries in Aitkin County, (*County Highlights, Economic Contribution Study of MN Agriculture and Forestry, MN Agri Growth, 2020*),

**NOW THEREFORE**, the Aitkin County Board of Commissioners, hereby proclaim the week of March 22-March 28, 2026, as National Agriculture Week and recognize to all important contributions of Aitkin County Agriculture.

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J. Mark Wedel  
County Board Chair

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



# Board of County Commissioners Agenda Request

**4A**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Childcare Economic Development Grant- approval to submit grant application

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> Mark Jeffers		<b>Department:</b> Economic Development
<b>Presenter (Name and Title):</b> Economic Development Coordinator		<b>Estimated Time Needed:</b> 10 minutes
<b>Summary of Issue:</b>  <p>Staff has identified a grant opportunity to support new child care development facilities in Aitkin County.</p> <p>DEED, through its Economic Development Division, is offering grants designed to support and implement solutions to reduce the childcare shortage in the state, including but not limited to funding for child care business start-ups or expansion, training, facility modifications or incentives to retain employees. The deadline to submit this grant is March 17, 2026.</p> <p>Aitkin County applied for this grant in August of 2022 and was awarded \$100,000. This grant award enabled us to help support the Tamarack Learning Center Childcare Center.</p> <p>A final version of this grant application will be available when completed.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve motion to apply for DEED Childcare Economic Development Grant and authorize the County Administrator and Economic Development Coordinator to manage the grant if awarded.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



**Resolution #20260310-xxx Allow County Auditor To Act in County Administrators Absence**

**WHEREAS**, Aitkin County has appointed a County Administrator under Minnesota Statutes §375A.06;  
and

**WHEREAS**, the County Board desires to name someone to fulfill the duties of the County Administrator when the County Administrator is unavailable due to illness, injury, vacation, or similar other absence.

**NOW THEREFORE BE IT RESOLVED**, the Aitkin County Board of Commissioners authorizes the Aitkin County Auditor to fulfill the duties of the Aitkin County Administrator as needed during absences of the County Administrator.

Adopted this 10<sup>th</sup> Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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J. Mark Wedel  
County Board Chair

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David J. Minke, County Administrator  
Clerk to the County Board



# Board of County Commissioners Agenda Request

## 6A

Agenda Item #

**Requested Meeting Date:** 3-10-24

**Title of Item:** Award Contract 20263

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> John Welle		<b>Department:</b> Highway Department
<b>Presenter (Name and Title):</b> John Welle, Aitkin County Engineer		<b>Estimated Time Needed:</b> 5 minutes
<b>Summary of Issue:</b> <p>Sealed bids were received on Tuesday, February 17, 2026 for Contract 20263 which includes construction of SAP 001-600-019, grading and aggregate base on 2 miles of Malmo Township roads.</p> <p>As shown on the attached abstract of bids, seven bids were received with Casper Construction, Inc. - Grand Rapids, MN submitting the low bid in the amount of \$953,000. With the cost of this contract estimated at \$955,663.30, the low bid is 0.3% below the estimated amount.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Casper Construction, Inc. be awarded Contract 20263 in the amount of \$953,000 and the chairperson of the Aitkin County Board and the Aitkin County Administrator are authorized and directed to enter into a contract on behalf of Aitkin County upon presentation of proper contract documents.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ 953,000 Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i> <p>The project cost is being paid entirely with a grant from the Minnesota DNR State Park Road Account Program. Due to an oversight, this project wasn't budgeted in the 2026 Capital Infrastructure Budget. Project costs will be budgeted in 2027.</p>		

## Aitkin County Bid Abstract

Project Name: Grading and Aggregate base on 270th Street/Lane and 300th Place  
 Bid Opening: February 17, 2026 at 2:00 PM

Contract No: 20263  
 Project No: SAP 001-600-019

		Project: SAP 001-600-019 Grading and Aggregate Base on 270th Street/Lane and 300th Place			Engineer's Estimate		Casper Construction, Inc. - Grand Rapids, MN		Liljenquist Sewer and Excavating - Aitkin, MN		MJ Companies LLC - Duluth, MN	
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
1	2021.501	MOBILIZATION	LS	1	\$28,000.00	\$28,000.00	\$47,719.60	\$47,719.60	\$48,000.00	\$48,000.00	\$20,000.00	\$20,000.00
2	2051.501	MAINT AND RESTORATION OF HAUL ROADS	LS	1	\$1,000.00	\$1,000.00	\$2,650.00	\$2,650.00	\$1,000.00	\$1,000.00	\$5,000.00	\$5,000.00
3	2101.501	CLEARING AND GRUBBING	LS	1	\$25,000.00	\$25,000.00	\$29,500.00	\$29,500.00	\$38,300.00	\$38,300.00	\$15,000.00	\$15,000.00
4	2104.502	SALVAGE SIGN	EACH	41	\$50.00	\$2,050.00	\$63.00	\$2,583.00	\$55.00	\$2,255.00	\$100.00	\$4,100.00
5	2104.503	REMOVE PIPE CULVERTS	LF	486	\$18.00	\$8,748.00	\$6.50	\$3,159.00	\$16.00	\$7,776.00	\$9.00	\$4,374.00
6	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	49	\$5.00	\$245.00	\$2.80	\$137.20	\$20.00	\$980.00	\$30.00	\$1,470.00
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	84	\$8.00	\$672.00	\$5.50	\$462.00	\$13.00	\$1,092.00	\$30.00	\$2,520.00
8	2106.507	COMMON EMBANKMENT (CV) (P)	CY	7,880	\$8.00	\$63,040.00	\$4.80	\$37,824.00	\$7.00	\$55,160.00	\$14.50	\$114,260.00
9	2106.507	EXCAVATION - COMMON (P)	CY	10,120	\$9.00	\$91,080.00	\$5.40	\$54,648.00	\$8.00	\$80,960.00	\$14.50	\$146,740.00
10	2106.507	GRANULAR EMBANKMENT (CV) (P)	CY	7,837	\$20.00	\$156,740.00	\$17.70	\$138,714.90	\$16.00	\$125,392.00	\$14.50	\$113,636.50
11	2106.507	STABILIZING AGGREGATE (CV) (P)	CY	3,862	\$24.00	\$92,688.00	\$30.75	\$118,756.50	\$29.00	\$111,998.00	\$19.50	\$75,309.00
12	2108.504	GEOTEXTILE FABRIC TYPE 5	SY	10,673	\$2.50	\$26,682.50	\$3.40	\$36,288.20	\$1.90	\$20,278.70	\$6.00	\$64,038.00
13	2118.509	AGGREGATE SURFACING CLASS 5	TON	384	\$22.00	\$8,448.00	\$23.50	\$9,024.00	\$25.00	\$9,600.00	\$19.50	\$7,488.00
14	2123.51	3.0 CU YD SHOVEL	HOUR	10	\$200.00	\$2,000.00	\$250.00	\$2,500.00	\$250.00	\$2,500.00	\$165.00	\$1,650.00
15	2211.507	AGGREGATE BASE (CV) CLASS 5	CY	6,779	\$24.00	\$162,696.00	\$32.00	\$216,928.00	\$29.00	\$196,591.00	\$19.50	\$132,190.50
16	2451.507	COARSE AGGREGATE BEDDING (CV)	CY	55	\$50.00	\$2,750.00	\$180.00	\$9,900.00	\$48.00	\$2,640.00	\$50.00	\$2,750.00
17	2451.507	GRANULAR BACKFILL (CV) (P)	CY	1,714	\$22.00	\$37,708.00	\$15.00	\$25,710.00	\$20.00	\$34,280.00	\$14.50	\$24,853.00
18	2451.507	STRUCTURE EXCAVATION CLASS U (P)	CY	1,790	\$12.00	\$21,480.00	\$9.50	\$17,005.00	\$16.00	\$28,640.00	\$8.00	\$14,320.00
19	2501.502	15" GS PIPE APRON	EACH	38	\$275.00	\$10,450.00	\$230.00	\$8,740.00	\$142.50	\$5,415.00	\$250.00	\$9,500.00
20	2501.502	18" RC PIPE APRON	EACH	8	\$1,400.00	\$11,200.00	\$1,300.00	\$10,400.00	\$1,312.50	\$10,500.00	\$1,000.00	\$8,000.00
21	2501.502	24" RC PIPE APRON	EACH	4	\$1,800.00	\$7,200.00	\$1,400.00	\$5,600.00	\$1,550.00	\$6,200.00	\$1,250.00	\$5,000.00
22	2501.502	22" SPAN RC PIPE-ARCH APRON	EACH	6	\$1,800.00	\$10,800.00	\$1,300.00	\$7,800.00	\$1,365.00	\$8,190.00	\$1,250.00	\$7,500.00
23	2501.503	15" CS PIPE CULVERT	LF	688	\$60.00	\$41,280.00	\$41.00	\$28,208.00	\$56.00	\$38,528.00	\$60.00	\$41,280.00
24	2501.503	18" RC PIPE CULVERT DESIGN 3006	LF	42	\$160.00	\$6,720.00	\$60.00	\$2,520.00	\$130.00	\$5,460.00	\$100.00	\$4,200.00
25	2501.503	18" RC PIPE CULVERT DESIGN 3006 CLASS III	LF	104	\$160.00	\$16,640.00	\$58.25	\$6,058.00	\$130.00	\$13,520.00	\$100.00	\$10,400.00
26	2501.503	22" SPAN RC PIPE-ARCH CULVERT CLASS IIIA	LF	96	\$170.00	\$16,320.00	\$102.00	\$9,792.00	\$190.00	\$18,240.00	\$135.00	\$12,960.00
27	2501.503	24" RC PIPE CULVERT DESIGN 3006	LF	84	\$170.00	\$14,280.00	\$75.25	\$6,321.00	\$142.00	\$11,928.00	\$120.00	\$10,080.00

		Project: SAP 001-600-019 Grading and Aggregate Base on 270th Street/Lane and 300th Place			Engineer's Estimate		Casper Construction, Inc. - Grand Rapids, MN		Liljenquist Sewer and Excavating - Aitkin, MN		MJ Companies LLC - Duluth, MN	
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total	Price	Total
28	2511.507	RANDOM RIPRAP CLASS III	CY	54	\$100.00	\$5,400.00	\$100.00	\$5,400.00	\$110.00	\$5,940.00	\$100.00	\$5,400.00
29	2540.602	MAIL BOX SUPPORT	EACH	18	\$150.00	\$2,700.00	\$188.00	\$3,384.00	\$160.00	\$2,880.00	\$900.00	\$16,200.00
30	2563.601	TRAFFIC CONTROL	LS	1	\$5,000.00	\$5,000.00	\$7,000.00	\$7,000.00	\$3,500.00	\$3,500.00	\$5,500.00	\$5,500.00
31	2564.502	INSTALL SIGN	EACH	34	\$100.00	\$3,400.00	\$188.00	\$6,392.00	\$150.00	\$5,100.00	\$400.00	\$13,600.00
32	2564.518	SIGN	SF	44	\$100.00	\$4,400.00	\$65.00	\$2,860.00	\$55.00	\$2,420.00	\$95.00	\$4,180.00
33	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LF	888	\$5.00	\$4,440.00	\$5.30	\$4,706.40	\$4.50	\$3,996.00	\$5.00	\$4,440.00
34	2573.503	SILT FENCE, TYPE HI	LF	8,271	\$3.50	\$28,948.50	\$4.15	\$34,324.65	\$3.00	\$24,813.00	\$4.75	\$39,287.25
35	2574.508	FERTILIZER TYPE 3	LB	3,798	\$1.10	\$4,177.80	\$1.35	\$5,127.30	\$1.10	\$4,177.80	\$1.30	\$4,937.40
36	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	2,125	\$2.50	\$5,312.50	\$2.35	\$4,993.75	\$2.85	\$6,056.25	\$3.00	\$6,375.00
37	2575.505	SEEDING (P)	ACRE	10.9	\$130.00	\$1,417.00	\$375.00	\$4,087.50	\$1,200.00	\$13,080.00	\$62.00	\$675.80
38	2575.509	MULCH MATERIAL TYPE 3	TON	22	\$160.00	\$3,520.00	\$375.00	\$8,250.00	\$180.00	\$3,960.00	\$1,300.00	\$28,600.00
39	2575.523	RAPID STABILIZATION METHOD 3	MGAL	35	\$500.00	\$17,500.00	\$615.00	\$21,525.00	\$500.00	\$17,500.00	\$800.00	\$28,000.00
40	2575.608	SEED MESIC INSLOPE	LB	706	\$5.00	\$3,530.00	\$8.50	\$6,001.00	\$8.00	\$5,648.00	\$9.00	\$6,354.00
Totals for Project SAP 001-600-019						\$955,663.30		\$953,000.00		\$984,494.75		\$1,022,168.45
% Estimate for Project SAP 001-600-019								-0.28%		3.02%		6.96%

		Project: SAP 001-600-019 Grading and Aggregate Base on 270th Street/Lane and 300th Place			Marvin Tretter INC. - Pierz, MN		Ulland Brothers, Inc. - Virginia, MN		Gladden Construction Inc - Laporte, MN		Winberg Companies LLC - Shafer, MN	
Line	Number	Description	Unit	Quantity	Price	Total	Price	Total	Price	Total	Price	Total
1	2021.501	MOBILIZATION	LS	1	\$50,000.00	\$50,000.00	\$88,500.00	\$88,500.00	\$73,800.00	\$73,800.00	\$31,200.00	\$31,200.00
2	2051.501	MAINT AND RESTORATION OF HAUL ROADS	LS	1	\$500.00	\$500.00	\$693.80	\$693.80	\$1,000.00	\$1,000.00	\$4,680.00	\$4,680.00
3	2101.501	CLEARING AND GRUBBING	LS	1	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$34,000.00	\$34,000.00	\$39,520.00	\$39,520.00
4	2104.502	SALVAGE SIGN	EACH	41	\$55.00	\$2,255.00	\$50.00	\$2,050.00	\$50.00	\$2,050.00	\$78.00	\$3,198.00
5	2104.503	REMOVE PIPE CULVERTS	LF	486	\$15.00	\$7,290.00	\$20.00	\$9,720.00	\$20.50	\$9,963.00	\$9.36	\$4,548.96
6	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LF	49	\$4.00	\$196.00	\$8.00	\$392.00	\$5.00	\$245.00	\$5.72	\$280.28
7	2104.504	REMOVE BITUMINOUS PAVEMENT	SY	84	\$5.00	\$420.00	\$11.00	\$924.00	\$21.00	\$1,764.00	\$26.00	\$2,184.00
8	2106.507	COMMON EMBANKMENT (CV) (P)	CY	7,880	\$12.00	\$94,560.00	\$5.50	\$43,340.00	\$8.50	\$66,980.00	\$18.72	\$147,513.60
9	2106.507	EXCAVATION - COMMON (P)	CY	10,120	\$12.00	\$121,440.00	\$6.50	\$65,780.00	\$9.25	\$93,610.00	\$16.64	\$168,396.80
10	2106.507	GRANULAR EMBANKMENT (CV) (P)	CY	7,837	\$19.00	\$148,903.00	\$26.00	\$203,762.00	\$25.63	\$200,862.31	\$29.12	\$228,213.44
11	2106.507	STABILIZING AGGREGATE (CV) (P)	CY	3,862	\$30.00	\$115,860.00	\$33.00	\$127,446.00	\$35.00	\$135,170.00	\$30.16	\$116,477.92
12	2108.504	GEOTEXTILE FABRIC TYPE 5	SY	10,673	\$3.00	\$32,019.00	\$3.50	\$37,355.50	\$3.95	\$42,158.35	\$1.30	\$13,874.90
13	2118.509	AGGREGATE SURFACING CLASS 5	TON	384	\$25.00	\$9,600.00	\$56.00	\$21,504.00	\$20.00	\$7,680.00	\$33.28	\$12,779.52
14	2123.51	3.0 CU YD SHOVEL	HOURL	10	\$250.00	\$2,500.00	\$375.00	\$3,750.00	\$300.00	\$3,000.00	\$260.00	\$2,600.00

Project: SAP 001-600-019 Grading and Aggregate Base on 270th Street/Lane and 300th Place												
Marvin Tretter INC. - Pierz, MN												
Ulland Brothers, Inc. - Virginia, MN												
Gladen Construction Inc - Laporte, MN												
Winberg Companies LLC - Shafer, MN												
Line	Number	Description	Unit	Quantity	Price	Total	Price	Total	Price	Total	Price	Total
15	2211.507	AGGREGATE BASE (CV) CLASS 5	C Y	6,779	\$30.00	\$203,370.00	\$33.00	\$223,707.00	\$31.00	\$210,149.00	\$35.88	\$243,230.52
16	2451.507	COARSE AGGREGATE BEDDING (CV)	CY	55	\$60.00	\$3,300.00	\$58.00	\$3,190.00	\$100.00	\$5,500.00	\$67.60	\$3,718.00
17	2451.507	GRANULAR BACKFILL (CV) (P)	CY	1,714	\$19.00	\$32,566.00	\$31.00	\$53,134.00	\$39.81	\$68,234.34	\$29.12	\$49,911.68
18	2451.507	STRUCTURE EXCAVATION CLASS U (P)	CY	1,790	\$12.00	\$21,480.00	\$16.00	\$28,640.00	\$9.75	\$17,452.50	\$35.36	\$63,294.40
19	2501.502	15" GS PIPE APRON	EACH	38	\$275.00	\$10,450.00	\$450.00	\$17,100.00	\$333.00	\$12,654.00	\$312.00	\$11,856.00
20	2501.502	18" RC PIPE APRON	EACH	8	\$950.00	\$7,600.00	\$1,650.00	\$13,200.00	\$923.00	\$7,384.00	\$1,248.00	\$9,984.00
21	2501.502	24" RC PIPE APRON	EACH	4	\$1,250.00	\$5,000.00	\$1,650.00	\$6,600.00	\$1,105.00	\$4,420.00	\$1,456.00	\$5,824.00
22	2501.502	22" SPAN RC PIPE-ARCH APRON	EACH	6	\$1,050.00	\$6,300.00	\$1,650.00	\$9,900.00	\$1,055.00	\$6,330.00	\$1,404.00	\$8,424.00
23	2501.503	15" CS PIPE CULVERT	LF	688	\$55.00	\$37,840.00	\$60.00	\$41,280.00	\$52.00	\$35,776.00	\$44.20	\$30,409.60
24	2501.503	18" RC PIPE CULVERT DESIGN 3006	LF	42	\$95.00	\$3,990.00	\$110.00	\$4,620.00	\$124.00	\$5,208.00	\$114.40	\$4,804.80
25	2501.503	18" RC PIPE CULVERT DESIGN 3006 CLASS III	LF	104	\$100.00	\$10,400.00	\$110.00	\$11,440.00	\$124.00	\$12,896.00	\$98.80	\$10,275.20
26	2501.503	22" SPAN RC PIPE-ARCH CULVERT CLASS IIIA	LF	96	\$175.00	\$16,800.00	\$150.00	\$14,400.00	\$165.00	\$15,840.00	\$124.80	\$11,980.80
27	2501.503	24" RC PIPE CULVERT DESIGN 3006	LF	84	\$125.00	\$10,500.00	\$135.00	\$11,340.00	\$150.00	\$12,600.00	\$104.00	\$8,736.00
28	2511.507	RANDOM RIPRAP CLASS III	CY	54	\$100.00	\$5,400.00	\$125.00	\$6,750.00	\$165.00	\$8,910.00	\$161.20	\$8,704.80
29	2540.602	MAIL BOX SUPPORT	EACH	18	\$250.00	\$4,500.00	\$150.00	\$2,700.00	\$150.00	\$2,700.00	\$260.00	\$4,680.00
30	2563.601	TRAFFIC CONTROL	LS	1	\$7,500.00	\$7,500.00	\$3,500.00	\$3,500.00	\$5,800.00	\$5,800.00	\$4,680.00	\$4,680.00
31	2564.502	INSTALL SIGN	EACH	34	\$200.00	\$6,800.00	\$150.00	\$5,100.00	\$150.00	\$5,100.00	\$364.00	\$12,376.00
32	2564.518	SIGN	S F	44	\$75.00	\$3,300.00	\$52.00	\$2,288.00	\$52.00	\$2,288.00	\$67.60	\$2,974.40
33	2573.503	SEDIMENT CONTROL LOG TYPE STRAW	LF	888	\$3.25	\$2,886.00	\$4.50	\$3,996.00	\$4.25	\$3,774.00	\$4.16	\$3,694.08
34	2573.503	SILT FENCE, TYPE HI	LF	8,271	\$3.25	\$26,880.75	\$4.50	\$37,219.50	\$2.95	\$24,399.45	\$2.18	\$18,030.78
35	2574.508	FERTILIZER TYPE 3	LB	3,798	\$1.10	\$4,177.80	\$1.15	\$4,367.70	\$1.00	\$3,798.00	\$1.04	\$3,949.92
36	2575.504	ROLLED EROSION PREVENTION CATEGORY 20	SY	2,125	\$2.60	\$5,525.00	\$2.00	\$4,250.00	\$2.50	\$5,312.50	\$2.60	\$5,525.00
37	2575.505	SEEDING (P)	ACRE	10.9	\$1,000.00	\$10,900.00	\$275.00	\$2,997.50	\$1,200.00	\$13,080.00	\$1,248.00	\$13,603.20
38	2575.509	MULCH MATERIAL TYPE 3	TON	22	\$450.00	\$9,900.00	\$550.00	\$12,100.00	\$175.00	\$3,850.00	\$182.00	\$4,004.00
39	2575.523	RAPID STABILIZATION METHOD 3	MGAL	35	\$500.00	\$17,500.00	\$550.00	\$19,250.00	\$500.00	\$17,500.00	\$520.00	\$18,200.00
40	2575.608	SEED MESIC INSLOPE	LB	706	\$7.75	\$5,471.50	\$10.50	\$7,413.00	\$7.95	\$5,612.70	\$8.32	\$5,873.92
Totals for Project SAP 001-600-019						\$1,095,880.05		\$1,185,700.00		\$1,188,851.15		\$1,344,212.52
% Estimate for Project SAP 001-600-019						14.67%		24.07%		24.40%		40.66%

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

Certified By: John Welle Digitally signed by John Welle  
Date: 2026.02.18 09:25:31 -0500 License No. 24340

Date: 2-18-26



# Board of County Commissioners Agenda Request

## 6B

Agenda Item #

**Requested Meeting Date:** 3-10-26

**Title of Item:** Transfer Municipal State-Aid Construction Funds

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> John Welle		<b>Department:</b> Highway Department
<b>Presenter (Name and Title):</b> John Welle, Aitkin County Engineer		<b>Estimated Time Needed:</b> 5 minutes
<b>Summary of Issue:</b> <p>Aitkin County annually receives county state-aid construction funds in two separate accounts: regular construction and municipal construction. Municipal construction funds must be spent on construction projects on state-aid routes within municipal boundaries. Accumulated municipal construction account balance in excess of the previous two years annual apportionment can be transferred by resolution of the County Board to the regular construction account.</p> <p>The current Aitkin County Municipal Construction account balance is \$849,787. The sum of our past two years municipal construction apportionment is \$402,811. The 2026-2030 Capital Improvement Program contains a total of \$1,130,000 of expenditures for four projects within municipalities in 2029 and 2030. An additional \$800,000 of state-aid municipal construction apportionment is anticipated in 2027 through 2030. Therefore, there is an excess of nearly \$520,000 of municipal funds apportioned in the next five years. Authorization by resolution is requested to transfer the amount of municipal construction funds in excess of two years' apportionment to the regular construction fund for use on construction projects located outside of municipalities. This will result in \$446,000 being transferred from the municipal construction account to the regular construction account.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve resolution.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

**Resolution #20260310-xxx Transfer Municipal State-Aid Construction Funds**

**Resolution: WHEREAS,** Minnesota Statute 162.08, Subd 4(d), provides that accumulated balances in excess of two years of municipal account apportionments may be spent on projects located outside of municipalities under 5000 population when approved solely by resolution of the county board.

**NOW, THEREFORE, BE IT RESOLVED,** that the Commissioner of Transportation transfer all Aitkin County Municipal Construction Funds in excess of two years' apportionment into the Aitkin County Regular Construction Account.

Adopted this 10th Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** 3-10-26

**Title of Item:** 2025 Budget Reserve

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> John Welle		<b>Department:</b> Highway Department
<b>Presenter (Name and Title):</b> John Welle, Aitkin County Engineer		<b>Estimated Time Needed:</b> 5 minutes
<b>Summary of Issue:</b> At the end of each year, an adjustment is calculated on budgeted capital items to reflect the sum of accrued funds that will be spent in future years and expenditures to date that will be paid with future revenue.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Adopt resolution as presented.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

**Resolution #20260310-xxx 2025 Budget Reserve**

**BE IT RESOLVED**, that the County Board of Commissioners, County of Aitkin, do hereby approve \$551,711 to be placed in reserve funds for the Road and Bridge fund for fiscal year end 2025.

Adopted this 10th Day of March, 2026 By The Aitkin County Board of Commissioners.

Attest:

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

\_\_\_\_\_  
David J. Minke, County Administrator  
Clerk to the County Board

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



# Board of County Commissioners Agenda Request

## 7A

Agenda Item #

**Requested Meeting Date:** 3/10/2026

**Title of Item:** Personnel Committee Recommendation (Night Patrol Sergeant)

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> Bobbie Danielson		<b>Department:</b> HR Dept.
<b>Presenter (Name and Title):</b> Bobbie Danielson, HR Director		<b>Estimated Time Needed:</b> 3 - 5 Minutes
<b>Summary of Issue:</b> <p>The Personnel Committee met on 2/24/2026 and unanimously recommends the following.</p> <p>The Sheriff is requesting approval to promote an existing FTE to Patrol Sergeant to provide dedicated night-shift supervision. This is not a new position, but rather a promotion within the department's existing staffing structure. The primary purpose of this position is to train, direct, and supervise deputies assigned to patrol functions, routine investigations, crime prevention, and community relations — particularly during night shifts.</p> <p>Due to labor market conditions, the Sheriff's Office POST-licensed workforce has evolved in recent years, with a greater proportion of deputies at earlier stages of their law enforcement careers than in prior years. This shift appropriately increases the need for consistent supervisory presence, structured training, and real-time guidance to ensure safe operations and reduce liability exposure. Currently, Investigator/Patrol Sergeants are frequently pulled toward daytime investigative and VCET responsibilities, which limits their physical presence and supervisory availability during night shifts.</p> <p>The Sheriff would like to have the promoted individual trained prior to the summer season. Aitkin County experiences a significant seasonal population increase during the summer months, resulting in higher call volumes and an increased need for on-shift supervisory presence. LELS Licensed Unit Agreement promotion pay is \$1/hour or 5%, whichever is greater. Estimated annual cost \$4,500.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b> \$0 (no-cost) alternatives were considered and, where feasible, attempted prior to this request. The Personnel Committee reviewed these alternatives when the request was considered.		
<b>Recommended Action/Motion:</b> Motion to approve the promotion of an existing FTE to Patrol Sergeant within the Sheriff's Office.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping?</i> \$ Est. \$4,500 annual cost. (Partial year cost \$3,375 est.) <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** March 10, 2026

**Title of Item:** Health & Human Services Building Renovation Update

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> Jim Bright		<b>Department:</b> Maintenance
<b>Presenter (Name and Title):</b> Jim Bright, Facilities Coordinator		<b>Estimated Time Needed:</b> 10 min.
<b>Summary of Issue:</b>  Update on the Health & Human Services Building Renovation.		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Information Only.		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



# Board of County Commissioners Agenda Request

## 8B

Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** Motor Pool Vehicle Purchase

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> Jim Bright		<b>Department:</b> Maintenance
<b>Presenter (Name and Title):</b> Jim Bright, Facilities Coordinator		<b>Estimated Time Needed:</b> 5 min.
<b>Summary of Issue:</b> Request to replace 3 Motor Pool vehicles with new 2026 Chev Equinox and trade in two 2017 Chev Equinox and one 2016 Ford Escape.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Approve purchase of three 2026 Chev Equinox for a total of \$87,033.17, with trade-ins of two 2017 Chev Equinox and one 2016 Ford Escape		
<b>Financial Impact:</b> Is there a cost associated with this request? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i> Motor Pool Reserves \$74,000 and current year budget of \$40,000 for a total of \$114,000 available.		

03.10.2026

# Memo

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**To:**  
Aitkin County  
Board of  
Commissioners

**From:**  
Jim Bright

**Re:**  
**MOTOR POOL  
VEHICLE  
REPLACEMENTS**

**Current Aitkin County Motor Pool Inventory:**

- Chevrolet Equinox (4)
- Ford Escape (3)
- Chevrolet Traverse (1)
- Ford Taurus (1)

**Comments:**

In 2026, Motor Pool had a total of \$74,000 in reserves and budgeted an additional \$40,000 for a total of \$114,000 in funding to replace 3 vehicles.

We obtained bids on 3 basic model, AWD vehicles from Atwater Chevrolet and Aitkin Motors. We asked them to provide trade-in values on the following vehicles:

- 2016 Ford Escape (1FMCU0F70GUB99006) Front Wheel Drive – Current mileage 84,216
  - Atwater - \$5,500
  - Aitkin Motors - \$4,500
- 2017 Chev Equinox (2GNFLEEK3H6288518) AWD – Current mileage 107,371
  - Atwater - \$4,750
  - Aitkin Motors - \$4,500
- 2017 Chev Equinox (2GNFLEEK3H6283738) AWD – Current mileage 96,035
  - Atwater - \$5,750
  - Aitkin Motors - \$5,000

Summary: Total Trade in values from each dealership

€ Atwater - \$16,000

€ Aitkin Motors - \$14,000

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**ATWATER:**

3 Chev Equinox            \$103,033.17

Less trade ins            (\$16,000)

TOTAL                    \$87,033.17

**AITKIN MOTORS:**

3 Fords                    \$103,357.59

2 Ford Escapes

1 Maverick (Can't order Escapes anymore)

Less trade ins            (\$14,000)

TOTAL                    \$89,357.59

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# Board of County Commissioners Agenda Request

**9A**  
Agenda Item #

**Requested Meeting Date:** March 10, 2026

**Title of Item:** NACO Conference - Washington, D.C. Trip

<input checked="" type="checkbox"/> REGULAR AGENDA  <input type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b> <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
<b>Submitted by:</b> April Kellerman		<b>Department:</b> Administration
<b>Presenter (Name and Title):</b> Commissioners Travis Leiviska and Michael Kearney		<b>Estimated Time Needed:</b> 10 min.
<b>Summary of Issue:</b> Information given from Commissioners on NACO Conference - Washington, D.C. Trip		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Information Only.		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



# Aitkin County Board of Commissioners Committee Reports Forms

## 10A

Agenda Item #

Committee	Freq	Scheduled	Representative
<b>Association of MN Counties (AMC)</b>			
Environment & Natural Resources Policy			Environmental Services Director
General Government			Commissioner Leiviska
Health & Human Services			HHS Director
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
Aitkin County HRA (Liaison)	Monthly	4th Wednesday	Sample
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 and Westerlund
Facilities	As needed		Wedel and Sample
H&HS Advisory (Liaison)	Monthly except July	1st Wednesday	Wedel and Kearney
Historical Society (Liaison)	Monthlv	4th Wednesday	Leiviska
Joint Counties Natural Resource Board	Odd Months	4th Monday	Sample Alt. Kearney
Lakes and Pines	Monthly	3rd Monday	Leiviska Alt. Kearney
Law Library	Quarterly	Set by Judge	Leiviska Alt. Kearney
MCIT			Westerlund Alt. Minke
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
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	Sample Alt. Westerlund
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