



# AGENDA

## REGULAR MEETING OF THE COUNTY BOARD OF COMMISSIONERS

**Date:** April 28, 2026

**Time:** 9:00 AM

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

District 1 J. Mark Wedel, Chair

District 2 Laurie Westerlund

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.aitkincountymn.gov](http://www.aitkincountymn.gov)).

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** - Comments from visitors must be informational and not exceed (5) minutes per person (when there is a large number of speakers to be heard, the Board of Commissioners may shorten this time). The County Board generally will not engage in a discussion or debate but will take the information for consideration as appropriate. As part of the County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a public board meeting. Anyone attending virtually wishing to speak during the public comment period should notify the County Administrators office at 218-927-7276 option 8 no later than 2:30 P.M. on the Monday before the meeting.

2) **Consent Agenda** - All items on the Consent Agenda are considered to be routine and have been made available to the County Board 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-**

2025 Human Services Fiscal Reporting KUDOS

B) **Approve County Board Minutes-**

April 14, 2026

C) **Information Only**

Cash Balance Report - March 2026

D) **Approve Auditor Vouchers-**

Auditor Warrants - HHS 04.10.26

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

Manual Warrants 04.14.26

F) **Approve-**

Affidavits for Duplicate of Lost Warrants - MN Dept of Revenue

G) **Adopt Resolution-**

App for Temporary On Sale Liquor License - Jacobson Community Center 05.2026

H) **Adopt Resolution-**

App for Temporary On Sale Liquor License - Jacobson Community Center 07.2026

I) **Approve Auditor Vouchers-**

Auditor Warrants - HHS 04.17.26

J) **Information Only**

2026 LOWER POTENCY EDIBLE REGISTRATION

K) **Adopt Resolution-**

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

L) **Approve-**

Vehicle Purchase; 2018 Ford Escape SE

M) **Adopt Resolution-**

Search & Rescue Donation - Williams Township

N) **Adopt Resolution-**

Search & Rescue Donation - Glen Township

O) **Adopt Resolution-**

Search & Rescue Donation - Haugen Township

P) **Adopt Resolution-**

Search & Rescue Donation - Workman Township

Q) **Approve Commissioner's Vouchers**

Commissioner Warrants 04.24.26

R) **Approve-**

Award Contract 20266

S) **Approve-**

Equipment Purchase - Used Tractor

T) **Adopt Resolution-**

DNR Lease No. LMIS010809

U) **Adopt Resolution-**

JPA between Aitkin County and the State of MN BCA

V) **Approve Auditor Vouchers-**

Auditor Warrants 04.24.26

W) **Adopt Resolution-**

Resolution Amendment #20260324-042 Job Creation Fund - APT

X) **Approve-**

Safety Policy Update

Y) **Approve-**

Committee of the Whole Minutes - April 21, 2026

Z) **Approve Auditor Vouchers-**

Auditor Warrants - HHS 04.24.26

9:05 a.m.

- 3) Dennis Thompson – Land Commissioner  
A) Summary of 2025 Apportionment - Information Only

9:15 a.m.

- 4) John Welle – County Engineer  
A) Approve BNSF Agreement BF-20524069  
B) Adopt Resolution - MnDOT Agreement No. 1058074

9:40 a.m.

- 5) Chris Sutch – IT Manager  
A) Approve MNCRT

9:45 a.m.

- 6) Andrew Carlstrom – Environmental Services Director  
A) Discuss Amended NE Minnesota Regional Solid Waste Plan

9:55 a.m.

- 7) Mark Jeffers – Economic Development Coordinator  
A) Economic Development Impact Update - Information Only

10:10 a.m.

- 8) Jim Bright – Facilities Coordinator  
A) Health & Human Services Building Renovation Update - Information Only

10:20 a.m.

- 9) Sarah Pratt – Health & Human Services Director  
A) Health & Human Services 2025 Annual Report

10:50 a.m.

- 10) David Minke – County Administrator  
A) 1st Quarter Budget Report - Information Only

10:55 a.m.

- 11) Board of Commissioners  
A) Commissioner Committee Reports

ADJOURN

**m** DEPARTMENT OF  
HUMAN SERVICES

Minnesota Department of Human Services  
Elmer L. Andersen Building  
Commissioner Shireen Gandhi  
Post Office Box 64998  
St. Paul, Minnesota 55164-0998

April 10, 2026

Mr. J. Mark Wedel  
Chair, Aitkin Board of Commissioners  
204 - 1st Street NW  
Aitkin, MN 56431

Re: Calendar year 2025 financial reporting

Dear Commissioner Wedel:

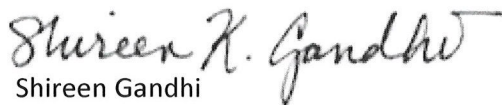
It is my pleasure to commend you and your staff for perfect performance in meeting the Department of Human Services (DHS) financial reporting requirements for calendar year 2025. All key quarterly fiscal reports for programs your county participates in were submitted to our Financial Operations Division on or before the report deadlines in perfect order. This effort required submission of 32 major reports covering the four calendar quarters of 2025. These reports are:

Local Collaborative Time Study (LCTS)*	Income Maintenance Expense
MFIP Consolidated Fund	Social Service Fund
Client Statistics	Title IV-E
SEAGR	BRASS-Based Grant Fiscal Report

\*If your county participates in a "local collaborative", submission of this report may require the collection of multiple local partner reports for consolidated submission to DHS.

I know this accomplishment requires planning, an efficient operation, and teamwork within your county Human Service Department. The result is timely revenue for your county and compliance with federal reporting for us at the State. Please congratulate your management and staff on this superb effort.

Sincerely,



Shireen Gandhi  
Commissioner

Cc: Sarah Pratt, Aitkin County Director

**Call to Order**

The Aitkin County Board of Commissioners met the 14<sup>th</sup> day of April, 2026 at 9:00 a.m. at the Aitkin Government Center with the following members present in the meeting room: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund, Travis Leiviska, and Bret Sample. Commissioner Michael Kearney was present via interactive technology due to an out-of-town commitment and was seen and heard in the meeting room. Also present were County Administrator David Minke and Administrative Assistant April Kellerman.

**Approval of Agenda**

Motion made by Commissioner Sample, seconded by Commissioner Westerlund and upon a roll call vote carried 5-0 to approve the April 14, 2026 agenda, as amended with the following: corrections to item 2B, additional information provided for item 5A, addition of item 9B, and addition of item 14B.

There was no Citizens' Public Comment.

**Consent Agenda**

Motion by Commissioner Leiviska, seconded by Commissioner Kearney and upon a roll call vote carried 5-0 to approve the Consent Agenda, with the corrections to item 2B, as follows:

- A) Correspondence File Acknowledge - March 24, 2026 to April 13, 2026;
- B) Approve March 24, 2026 County Board Minutes;
- C) Approve Auditor Vouchers – Auditor Warrants paid 03.20.26: Health & Human Services \$216,170.20, Opioid Remediation Settlement \$5,000.00 for a total of \$221,170.20;
- D) Adopt Resolution #20260414-043: LG214 Premises Permits – McGregor Lions Club;
- E) Approve Commissioner Vouchers – Commissioner Warrants paid 03.27.26: General Fund \$154,039.80, Road & Bridge \$42,858.91, Trust \$14,660.87, Forest Development \$4,290.13, Taxes & Penalties \$333.00, Long Lake Conservation Center \$5,636.80, Parks \$106,071.00 for a total of \$327,890.51;
- F) Approve Auditor Vouchers – Auditor Warrants paid 03.27.26: Road & Bridge \$169,333.00;
- G) Approve Auditor Vouchers – Auditor Warrants paid 03.27.26: General Fund \$18.47, Health & Human Services \$33,281.12, Opioid Remediation Settlement \$17,039.91 for a total of \$50,339.50;
- H) Information Only – 2026 Lower Potency Edible Registration;
- I) Approve Manual Warrants paid 03.30.26: General Fund \$1,200.25;
- J) Approve Manual Warrants paid 03.31.26: General Fund \$1,047.97;
- K) Approve Manual Warrants/Voids/Corrections – Elan paid 03.12.26: Health & Human Services \$9,296.26, General Fund \$8,250.09, Long Lake Conservation Center \$259.92 for a total of \$17,806.27;
- L) Approve Auditor Vouchers – Auditor Warrants paid 04.03.26: Health & Human Services \$568,608.84;
- M) Adopt Resolution #20260414-044: 2025 Annual Apportionment Percentages of Forfeited Tax Sales;
- N) Adopt Resolution #20260414-045: LG220 App for Exempt Permit - Woodland Chapter MN Deer Hunters Association;
- O) Adopt Resolution #20260414-046: 2025 Disbursement to Auditor and Gravel Pit Account;
- P) Approve Electronic Funds Transfers Report thru 03.31.26 totaling \$11,554,702.23;
- Q) Approve Consumption & Display Permits - Paddy's Wild Rice Farm LLC dba Palisade Flats Hunt Club;

- R) Approve Affidavit for Duplicate of Lost Warrant - #96385 Glen's Sign Design \$360.00;
- S) Adopt Resolution #20260414-047: Detour Agreement No. 1062639 with the State of Minnesota, Department of Transportation;
- T) Approve Commissioner Vouchers – Commissioner Warrants paid 04.10.26: General Fund \$328,214.05, Reserves Fund \$1,109.30, Road & Bridge \$158,531.06, Trust \$10,909.72, Forest Development \$87.28, Long Lake Conservation Center \$6,331.58, Parks \$9,181.62, Coronavirus Relief Fund \$15,500.00 for a total of \$529,864.61;
- U) Approve 2026 Federal Boating Safety Equipment Grant in the amount of \$53,101.41;
- V) Approve MNIT (Minnesota IT Services) Cybersecurity Services Contract;
- W) Approve Auditor Vouchers – Auditor Warrants – Sales/Use & Diesel Tax paid 04.10.26: General Fund \$141.04, Road & Bridge \$1,318.78, Long Lake Conservation Center \$85.54, Parks \$141.80 for a total of \$1,687.16;
- X) Approve Manual Warrants/Voids/Corrections – ELAN paid 03.26.26: General Fund \$4,744.30, Long Lake Conservation Center \$1,538.23, Road & Bridge \$294.82, Health & Human Services \$221.87 for a total of \$6,799.22;
- Y) Approve Auditor Vouchers – Auditor Warrants paid 04.10.26: Road & Bridge \$4,539.58;

## Regular Agenda

Veronica Lundquist – District Outreach Coordinator for Aitkin County Soil & Water Conservation District presented information on the Mississippi River Diversion Channel. The channel is a 6.25 mile passive flood control system completed in 1956.

Motion by Commissioner Leiviska, seconded by Commissioner Kearney and upon a roll call vote carried 5-0 to Approve Appointment of Commissioners Westerlund and Sample to the Election Canvassing Board for 2026.

Motion by Commissioner Sample, seconded by Commissioner Westerlund and upon a roll call vote carried 5-0 to Approve Personnel Committee Recommendations of hiring a full-time Social Worker (new position) for a period of up to two years, with costs shared 50:50 with Crow Wing County, and to authorize the Board Chair and County Administrator to sign a shared employee agreement.

Motion by Commissioner Sample, seconded by Commissioner Leiviska and upon a roll call vote carried 5-0 to modify Article VIII F of the Personnel Policy by changing the name to “Employee Recognition” and authorizing the county administrator to approve certain expenditures. Update including editing the policy title from Employee Recognition “Service Awards” to Employee Recognition Policy and adding #6 as outlined as: The County Board authorizes the County Administrator to use budgeted funds and, where available, forfeited flexible benefit funds to support employee appreciation, recognition, and wellness activities. This may include events such as the annual National Association of Counties (NACo) County Government Month appreciation event, other recognition events, training events, as well as reasonable costs for meals, refreshments, certificates, plaques, and related items necessary to carry out these activities.

Motion by Commissioner Leiviska, seconded by Commissioner Westerlund and upon a roll call vote carried 5-0 to Approve Individual Disaster Abatements and Credits.

Mike Dangers – County Assessor presented the Annual Assessment Summary Report.

John Welle – County Engineer presented information from the MnDOT Intersection Control Evaluation (ICE) Report for the intersection of State Highways 169 and 210 in the city of Aitkin.

Dennis Thompson – Land Commissioner presented the Aitkin County Land Department 2025 Budget Review.

Thompson presented the 2025 Campground Summary.

Chair Wedel called a recess at 11:05 a.m.

The Board reconvened at 11:10 a.m.

Motion by Commissioner Sample, seconded by Commissioner Westerlund and upon a roll call vote carried 5-0 to Approve Wireless Sales Agreements (MEI Connect) between MEI Total Elevator Solutions and Aitkin County for telephone services in elevators located in the Government Center, Judicial Center, Sheriff's Office and Health & Human Services for a total of \$5,136.00 for the first 12 months.

Jim Bright – Facilities Coordinator provided a brief update on Health & Human Services building renovation.

Motion by Commissioner Sample, seconded by Commissioner Leiviska and upon a roll call vote carried 5-0 to Approve the recommendation of the Economic Development Committee to Award Business Development & Recreation Grants totaling \$6,000.00 to the following: Women Leading the Way Event - \$2,000, Farm to Fridge at the Beanery - \$2,000, and Food as Medicine Speaker Series - \$2,000.

Motion by Commissioner Westerlund, seconded by Commissioner Kearney and upon a roll call vote carried 5-0 to Approve the recommendation of the Economic Development Committee to Award Revitalization Grants totaling \$16,600.00 to the following: McGregor VFW \$1,600 MacDonald Enterprises \$5,000 Rialto Theatre \$5,000 Petal & Leaf Nursery \$5,000.

Julie Ring – Executive Director Minnesota Association of Counties provided the AMC Executive Director Report.

Motion by Commissioner Westerlund, seconded by Commissioner Sample and upon a roll call vote carried 5-0 to Approve the following summary of County Administrator Minke's March 24 performance review: Commissioners reviewed Administrator Minke's performance in the areas of Professional Knowledge, Leadership and Ethics, Communication, Financial Management and Budget, Human Resources and Organizational Culture, and Intergovernmental Relations. Commissioners concluded that Administrator Minke met or exceeded expectations in these areas.

# AITKIN COUNTY BOARD

**April 14, 2026**

The Board discussed: Aitkin Airport Commission, Big Sandy Lake Management Plan, Economic Development, H&HS Advisory, McGregor Airport Commission, Mississippi Headwaters Board, MN Rural Counties, Personnel, AMC Leadership Summit, Community Health Board.

The Board also discussed attendance for the upcoming tour of Long Lake Conservation Center. The consensus was that a quorum would not be present so a special meeting was not needed.

## **Adjourn**

Motion by Commissioner Westerlund, seconded by Commissioner Leiviska and upon a roll call vote carried 5-0 to adjourn the meeting at 12:21 p.m. with the next regular meeting on Tuesday, April 28, 2026 at the Aitkin County Government Center.

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

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



# Board of County Commissioners Agenda Request

**2C**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Cash Balance Report - March 2026

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

<b>Submitted by:</b> Kathleen Ryan, County Auditor	<b>Department:</b> Auditor
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<b>Presenter (Name and Title):</b> Kathleen Ryan, County Auditor	<b>Estimated Time Needed:</b>
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**Summary of Issue:**

Report of Cash Balances for the County as of March 31, 2026.

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

**Recommended Action/Motion:**

**Financial Impact:**

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

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

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

4/9/2026

CASH BALANCE SHEET

	BALANCE	BALANCE	BALANCE	BALANCE	BALANCE	BALANCE	BALANCE
	01/31/26	02/28/26	03/31/26	12/31/24	12/31/23	12/31/22	12/31/21
<b>INVESTMENTS</b>	<b>25,373,081.17</b>	<b>29,206,253.91</b>	<b>23,048,045.82</b>	<b>32,710,928.19</b>	<b>31,308,294.70</b>	<b>28,382,342.23</b>	<b>27,157,710.56</b>
<b>CASH BALANCES</b>							
General - Fund 1 and Reserves Fund 2	15,926,196.89	14,740,784.77	13,742,360.09	18,141,683.73	15,954,763.57	14,528,551.70	14,109,614.93
ROAD & BRIDGE - Fund 3	3,629,148.39	4,954,570.00	4,446,438.99	3,838,217.82	4,058,895.47	2,230,541.57	1,531,679.66
Unorgized Townships - Fund 4	262,883.88	274,330.21	262,928.59	377,829.52	418,377.64	428,656.35	513,900.22
HEALTH & HUMAN SERVICES - Fund 5	5,067,215.15	4,378,026.39	3,395,203.59	6,602,382.97	6,550,169.79	6,433,926.12	5,915,541.36
MA ESTATE RECOVERIES - Fund 5	70,247.00	70,247.00	70,247.00	70,247.00	70,247.00	70,247.00	70,247.00
DEBT SERVICE - Fund 6	147,937.01	147,937.01	147,937.01	819,903.27	766,520.88	712,886.12	667,237.20
Ditch - Fund 7	38,844.81	38,945.36	39,032.53	38,952.73	38,262.78	37,280.97	36,921.80
STATE - Fund 9	63,291.34	62,486.06	57,058.83	138,944.53	176,481.53	152,930.30	140,016.66
TRUST - Fund 10	2,362,918.38	2,361,899.14	2,344,325.12	1,841,674.87	2,037,464.17	2,354,738.83	1,819,303.22
LAND - Fund 11	384,199.67	461,081.56	408,762.59	545,061.38	602,221.06	647,195.90	788,950.96
TOWNSHIPS/SCHOOLS/ARDC - Fund 12	44,758.58	130,793.01	62,852.00	662,621.04	762,783.47	702,259.77	584,881.42
TAXES & PENALTIES - FUND 13	97,981.70	192,709.29	473,731.57	0.00	429.00	0.00	3,796.54
COLLABORATIVE AGENCY - FUND 15	92,950.42	114,752.42	114,752.42	91,168.71	70,557.33	77,102.14	72,411.03
ENVIRONMENTAL TRUST - FUND 18	457,761.67	457,843.29	457,865.47	457,677.38	482,753.04	457,818.59	457,818.59
LLCC - Fund 19	(307,678.78)	(382,657.74)	(396,633.56)	38,514.78	21,327.43	0.00	0.00
PARKS - Fund 21	(617,920.35)	(501,204.25)	(486,943.59)	(500,440.18)	(170,531.73)	101.00	119,713.47
ARPA - Fund 22	339,907.68	334,957.68	330,137.68	664,700.96	1,697,676.83	2,070,440.91	1,308,817.34
OPIOID SETTLEMENT - Fund 25	681,363.07	681,363.07	651,633.06	650,908.93	285,894.22	250,088.50	0.00
HOUSING TRUST FUND - Fund 85	236,198.00	236,198.00	236,198.00	194,444.00	97,222.00	0.00	0.00
<b>TOTAL CASH &amp; INVESTMENTS</b>	<b>28,978,204.51</b>	<b>28,755,062.27</b>	<b>26,357,887.39</b>	<b>34,674,493.44</b>	<b>33,921,515.48</b>	<b>31,131,255.09</b>	<b>28,140,851.40</b>

FUND BALANCE as of 12/31/2024

General Fund - Unassigned	Fund Balance Minimum Recommended Amount
\$10,888,099	\$7,803,560 40% of Operations
	\$9,754,451 50% of Operations
Road & Bridge Fund - Unassigned	Fund Balance Minimum Recommended Amount
\$2,922,163	\$3,106,936 40% of Operations
	\$3,752,670 50% of Operations
Health & Human Services - Unassigned	Fund Balance Minimum Recommended Amount
\$4,419,969	\$3,278,912 40% of Operations
	\$4,098,641 50% of Operations

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
9608	AMAZON CAPITAL SERVICES (HHS only)	28.48	3 Transactions
14436	ANDERSON/CORY	438.18	9 Transactions
10181	Anderson/Marcia	75.24	6 Transactions
10874	ARCpoint Labs of Apple Valley	614.62	1 Transactions
10110	AT&T Mobility (HHS)	1,965.41	3 Transactions
1333	Dell Marketing L.P.	17,153.28	7 Transactions
9383	Erickson/Joseph	1,765.20	18 Transactions
10966	Finney/Sue	84.23	6 Transactions
12094	FLIER/AMANDA	455.39	2 Transactions
10876	Follmer/Jacquelyn	71.98	6 Transactions
9100	Frye/Duel	123.30	3 Transactions
10911	Hanson/Timothy	700.00	1 Transactions
10683	Heikkila/Danielle	1,243.22	2 Transactions
10710	Heinecke/Pamela K. G.	3,310.72	4 Transactions
10297	Johnson/Jodie	51.60	6 Transactions
10467	Kandiyohi County Auditor	6,000.00	3 Transactions
10928	Koolmo/Mary	81.11	6 Transactions
10435	LexisNexis Risk Solutions FL Inc.	180.00	1 Transactions
9456	Meger/Shanda	438.33	3 Transactions
88439	Metro Legal Services	120.00	1 Transactions
5910	Mille Lacs Band Family Services	18,708.37	13 Transactions
10842	Nelson LADC/Robert	2,275.00	1 Transactions
10792	Nexus-Mille Lacs Family Healing	10,120.88	1 Transactions
3639	Northland Counseling Ctr Inc	836.00	1 Transactions
10770	Pool/Jaime	94.90	2 Transactions
10657	Quadient (HHS)	1,202.75	6 Transactions
4010	Rasley Oil Company	683.84	1 Transactions
9178	Ross/Amy	313.34	4 Transactions
10877	Stadler/Sarah	60.52	6 Transactions
10530	The Therapist PLC	289.00	1 Transactions
10927	Ulrich/Nicole	74.80	6 Transactions
9615	WEX BANK - HHS	315.41	3 Transactions
<b>Final Total .....</b>		<b>70,110.82</b>	<b>33 Vendors</b>
			<b>139 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	779.25	General Fund
5	67,056.57	Health & Human Services
25	2,275.00	Opioid Remediation Settlement
<b>All Funds</b>	<b>70,110.82</b>	<b>Total</b>

Approved by, .....

.....

.....

WLB1  
4/14/26

1:26PM

# Aitkin County



**2E**

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

Page 1

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

Explode Dist. Formulas?: Y

Paid on Behalf Of Name  
on Audit List?: N

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

Save Report Options?: N

WLB1  
4/14/26 1:26PM

# Aitkin County



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

**1** General Fund

Vendor Name  
No.

Amount

10784 Old National Bank

0.05

2 Transactions

10785 Old National Bank

4,817.80

7 Transactions

**1 Fund Total:**

**4,817.85**

**General Fund**

**2 Vendors**

**9 Transactions**

WLB1  
4/14/26 1:26PM

# Aitkin County



9 State

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

Page 3

Vendor No.	Name	Amount			
10784	Old National Bank	46,523.33	2 Transactions		
<b>9 Fund Total:</b>		<b>46,523.33</b>	<b>State</b>	<b>1 Vendors</b>	<b>2 Transactions</b>

WLB1  
4/14/26 1:26PM  
19 Long Lake Conservation Cen

# Aitkin County



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

<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>			
10785	Old National Bank	266.37		2 Transactions	
<b>19 Fund Total:</b>		<b>266.37</b>	<b>Long Lake Conservation Center</b>	<b>1 Vendors</b>	<b>2 Transactions</b>
<b>Final Total:</b>		<b>51,607.55</b>	<b>4 Vendors</b>	<b>13 Transactions</b>	

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	4,817.85	General Fund
9	46,523.33	State
19	266.37	Long Lake Conservation Center
<b>All Funds</b>	<b>51,607.55</b>	<b>Total</b>

Approved by, .....

.....

.....



# Board of County Commissioners Agenda Request

**2F**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Affidavits for Duplicate of Lost Warrants - MN Dept of Revenue

<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>  Affidavits for Duplicate of Lost Warrants: MN Department of Revenue - Severed Mineral Interest Tax  2/6/2024 - Warrant #92598 - \$28.50 11/24/2024 - Warrant # 94733 - \$54.53 1/17/2025 - Warrant # 95118 - \$4.24 6/20/2025 - Warrant #96097 - \$2147.44		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Approve Affidavits for Duplicate of Lost Warrants		
<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 Ramsey

Name: MN Department of Revenue  
(AFFIANTS NAME: INDIVIDUAL OR NAME OF BUSINESS)

Officer's Name: William Lonergan Officer Title: Prog. Coordinator  
(IF NOT BUSINESS, LEAVE BLANK)

Address: 600 N. Robert MS 3331 St. Paul, MN 55146-3331  
(CURRENT ADDRESS - THE ADDRESS THE NEW PAYMENT WILL BE MAILED TO)

Aitkin County Warrant Number: 92598/96097 for Severed Min. Interest Tax  
(INSERT INVOICE OR VOUCHER INFORMATION)

Issued 2/6/2024 6/20/2025 to Commissioner of Revenue  
(INSERT DATE OF WARRANT) (INSERT NAME ON THE ORIGINAL WARRANT)

600 N. Robert MS 3331 St. Paul, MN 55146-3331  
(INSERT MAILING ADDRESS ON THE ORIGINAL WARRANT)

In the amount of 28.50 and 2147.44 dollars (\$ \_\_\_\_\_) 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 4/6/20

You must sign this affidavit before a Notary Public:  
[Signature]  
(Signature and Title of Affiant)

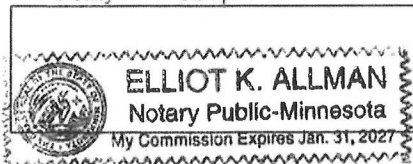
[Signature]  
NOTARY PUBLIC SIGNATURE

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

My commission expires 1/31/27

Notary Public Stamp in Box:

STATE OF: MN  
COUNTY OF: Ramsey



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

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 Ramsey

Name: MN Department of Revenue  
(AFFIANTS NAME: INDIVIDUAL OR NAME OF BUSINESS)

Officer's Name: William Lonergan Officer Title: Prog. Coordinator  
(IF NOT BUSINESS, LEAVE BLANK)

Address: 600 N. Robert MS 3331 St. Paul, MN 55146-3331  
(CURRENT ADDRESS - THE ADDRESS THE NEW PAYMENT WILL BE MAILED TO)

Aitkin County Warrant Number: 95118 94733 for Severed Min. Interest Tax  
(INSERT INVOICE OR VOUCHER INFORMATION)

Issued 1/17/2025 11/24/2024, to Commissioner of Revenue  
(INSERT DATE OF WARRANT) (INSERT NAME ON THE ORIGINAL WARRANT)

600 N. Robert MS 3331 St. Paul, MN 55146-3331  
(INSERT MAILING ADDRESS ON THE ORIGINAL WARRANT)

In the amount of 4.24 and 54.53 dollars (\$ \_\_\_\_\_) 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 4/6/26

[Signature]  
NOTARY PUBLIC SIGNATURE

My commission expires 1/31/27

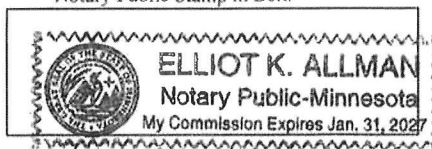
STATE OF: MN  
COUNTY OF: Ramsey

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

**2G**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** App for Temporary On Sale Liquor License - Jacobson Community Center 05.2026

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <small><i>*provide copy of hearing notice that was published</i></small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> 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>  Jacobson Community Center Application for Temporary On Sale Liquor License on May 23, 2026.  Event will take place at Jacobson Community Center 65534 Great River Road Jacobson, MN 55752		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> To approve the Temporary On-Sale Liquor License for Jacobson Community Center for the event taking place on May 23, 2026		
<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>		

**Resolution #20260428-xxx Temporary On-Sale Liquor License**  
**Jacobson Community Center 05.2026**

**BE IT RESOLVED**, The Aitkin County Board of Commissioners approves a Temporary On-Sale Liquor License for May 23, 2026. Event will be held at the Jacobson Community Center – Ball Bluff Township – 65534 Great River Rd Jacobson, MN 55752

Adopted this 28<sup>th</sup> Day of April, 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:** April 28, 2026

**Title of Item:** App for Temporary On Sale Liquor License - Jacobson Community Center 07.2026

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

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

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

**Summary of Issue:**

Jacobson Community Center Application for Temporary On Sale Liquor License on July 18, 2026.

Event will take place at Jacobson Community Center 65534 Great River Road Jacobson, MN 55752

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

**Recommended Action/Motion:**

To approve the Temporary On-Sale Liquor License for Jacobson Community Center for the event taking place on July 18, 2026

**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 #20260428-xxx Temporary On-Sale Liquor License Jacobson Community Center**  
**07.2026**

**BE IT RESOLVED**, The Aitkin County Board of Commissioners approves a Temporary On-Sale Liquor License for July 18, 2026. Event will be held at the Jacobson Community Center – Ball Bluff Township – 65534 Great River Rd Jacobson, MN 55752

Adopted this 28<sup>th</sup> Day of April, 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}**

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>	
86359	Aitkin Co Attorney	2,820.00	1 Transactions
88284	Aitkin Co Recorder	26.00	1 Transactions
9608	AMAZON CAPITAL SERVICES (HHS only)	148.19	4 Transactions
89185	Bethesda Lutheran Church Of Malmo	45.00	1 Transactions
783	Canon Financial Services, Inc	1,154.12	12 Transactions
10735	Children Youth & Families Dept	361.00	1 Transactions
10399	Cox/Lisa	77.81	1 Transactions
10342	DHS-Anoka Metro Rtc	11,963.20	2 Transactions
9220	Dhs-Msop	11,501.00	4 Transactions
89965	DHS-ST PETER-SEE LIST	3,881.20	1 Transactions
9846	Ehlke-Bejcek/Sara	35.00	3 Transactions
10605	Herrick/Richard	251.27	1 Transactions
13904	Hill City Assembly of God Church	45.00	1 Transactions
9915	Holloway/Christy	454.10	5 Transactions
89104	Larson/Naomi	436.37	3 Transactions
11072	Lutheran Social Service MN Guardianship	1,064.70	4 Transactions
9456	Meger/Shanda	438.33	3 Transactions
9135	Peysar/Lois	543.89	4 Transactions
10770	Pool/Jaime	94.90	2 Transactions
10109	Quadient, Inc	1,869.19	3 Transactions
9489	Redwood Toxicology Laboratory, Inc	200.20	10 Transactions
14390	TANGE, MSW/PHILIP B	450.00	2 Transactions
9567	THOMPSON/ANESSA	172.81	3 Transactions
13084	WELLNESS IN THE WOODS	1,400.00	1 Transactions
<b>Final Total .....</b>		<b>39,433.28</b>	<b>24 Vendors</b>
			<b>73 Transactions</b>

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
5	39,433.28	Health & Human Services
<b>All Funds</b>	<b>39,433.28</b>	<b>Total</b>

Approved by, .....

.....

.....



# Board of County Commissioners Agenda Request

**2J**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** 2026 LOWER POTENCY EDIBLE REGISTRATION

<input type="checkbox"/> REGULAR AGENDA  <input checked="" 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> Christy M. Bishop		<b>Department:</b> Auditor
<b>Presenter (Name and Title):</b> N/A		<b>Estimated Time Needed:</b> N/A
<b>Summary of Issue:</b>  <p>The following Business will be registered by the Auditors Office as Lower Potency Edible Hemp businesses subject to completion of all paperwork and all required signatures.</p> <p>Dam of Aitkin Lakes DBA Farm Island Store located at 29037 US Highway 169 Aitkin, MN 56431 : Farm Island Township</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b>  Information only, no action required.		
<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>		



# Board of County Commissioners Agenda Request

**2K**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

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

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA	<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> Attached is a resolution enabling the Aitkin County Trail Administrator to apply for Grant-in-Aid funds for snowmobile and ski trails.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Adopt resolution for snowmobile and ski trail GIA funding for the 2026-2027 winter season.		
<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 #20260428-xxx - Snowmobile/Ski Trail Funding 2026-2027 Winter Season**

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

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

**WHEREAS**, Snowmobile Clubs have maintained these trails in the past, and wish to contract with the County for maintaining trails during the 2026-2027 winter season; AND

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

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

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

Adopted this 28<sup>th</sup> Day of April, 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:** April 28, 2026

**Title of Item:** Vehicle Purchase; 2018 Ford Escape SE

<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> Kevin Turnock		<b>Department:</b> Environmental Services
<b>Presenter (Name and Title):</b> NA		<b>Estimated Time Needed:</b> NA
<b>Summary of Issue:</b> <p>Aitkin County Environmental Services budgeted for the purchase of a used vehicle in 2026. We worked with Aitkin Motor Company to find a vehicle within our budget. We found a 2018 Ford Escape SE with 73,665 miles. This will replace our current 2016 Ford Escape with 138,000 miles.</p> <p>Attached is the quote.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Motion to approve purchase of 2018 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>		





# Board of County Commissioners Agenda Request

**2M**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Search & Rescue Donation - Williams Township

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input checked="" type="checkbox"/> Adopt Resolution (attach draft) <small><i>*provide copy of hearing notice that was published</i></small>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Sheriff Dan Guida		<b>Department:</b> Sheriff
<b>Presenter (Name and Title):</b> Sheriff Dan Guida		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b>  Williams Township has donated \$200.00 to the all-volunteer Aitkin County Search & Rescue group to assist with the purchase of equipment and training.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Recommend accepting donation		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input 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 #20260428-xxx Accept Donation – SAR Donation – Williams Township**

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

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

Williams Township	\$200.00
-------------------	----------

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

Williams Township	Aitkin County Search and Rescue
-------------------	---------------------------------

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

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

Adopted this 28<sup>th</sup> Day of April, 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

**2N**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Search & Rescue Donation - Glen Township

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

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

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

**Summary of Issue:**

Glen Township has donated \$1,000.00 to the all-volunteer Aitkin County Search & Rescue group to assist with the purchase of equipment and training.

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

**Recommended Action/Motion:**  
Recommend accepting donation

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

**Resolution #20260428-xxx Accept Donation – SAR Donation – Glen Township**

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

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

Glen Township	\$1,000.00
---------------	------------

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

Glen Township	Aitkin County Search and Rescue
---------------	---------------------------------

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

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

Adopted this 28<sup>th</sup> Day of April, 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

**20**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Search & Rescue Donation - Haugen Township

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

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

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

**Summary of Issue:**

Haugen Township has donated \$250.00 to the all-volunteer Aitkin County Search & Rescue group to assist with the purchase of equipment and training.

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

**Recommended Action/Motion:**  
Recommend accepting donation

**Financial Impact:**

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

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

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

**Resolution #20260428-xxx Accept Donation – SAR Donation – Haugen Township**

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

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

Haugen Township	\$250.00
-----------------	----------

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

Haugen Township	Aitkin County Search and Rescue
-----------------	---------------------------------

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

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

Adopted this 28<sup>th</sup> Day of April, 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

**2P**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Search & Rescue Donation - Workman Township

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

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

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

**Summary of Issue:**

Workman Township has donated \$100.00 to the all-volunteer Aitkin County Search & Rescue group to assist with the purchase of equipment and training.

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

**Recommended Action/Motion:**  
Recommend accepting donation

**Financial Impact:**

Is there a cost associated with this request?  Yes  No

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

Is this budgeted?  Yes  No *Please Explain:*

**Resolution #20260428-xxx Accept Donation – SAR Donation – Workman Township**

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

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

Workman Township	\$100.00
------------------	----------

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

Workman Township	Aitkin County Search and Rescue
------------------	---------------------------------

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

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

Adopted this 28<sup>th</sup> Day of April, 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}**

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



**3** Road & Bridge

Audit List for Board

## COMMISSIONER'S VOUCHERS ENTRIES

<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>	
86222	Aitkin Independent Age	283.50	3 Transactions
170	Aitkin Motor Company	179.97	1 Transactions
195	Aitkin Tire Shop	560.00	2 Transactions
13725	Beartooth Hardware Inc	7.99	1 Transactions
14887	Cintas Corporation	55.00	3 Transactions
1010	City Of Aitkin	13,888.65	3 Transactions
175	City Of McGregor	11,963.49	1 Transactions
176	City Of Palisade	4,675.39	1 Transactions
5893	CTC - 446126	350.00	1 Transactions
8694	Department of Transportation	784.40	1 Transactions
7060	Federated Co-Ops Inc.	553.46	1 Transactions
1754	Garrison Disposal Company, Inc	140.28	1 Transactions
2340	Hyytinen Hardware Hank	102.95	2 Transactions
91187	Lake Country Power	471.22	5 Transactions
3334	MCIT	242.00	1 Transactions
10844	Midcontinent Communications	157.98	1 Transactions
5917	Mike's Bobcat Service, Inc.	420.00	2 Transactions
8446	Northern Star Coop Service	1,152.54	1 Transactions
10412	O'Reilly Auto Parts	65.09	3 Transactions

# Aitkin County



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

**3** Road & Bridge

Vendor No.	Name	Amount	
3963	Quale/Michael J	109.50	1 Transactions
10514	Quality Disposal Systems, Inc	83.40	1 Transactions
4070	Riley Auto Supply	350.79	4 Transactions
7568	Shipman Auto Parts	110.00	1 Transactions
8300	Smith/Greg	200.00	1 Transactions
5128	Widseth Smith & Nolting Inc	200.00	1 Transactions

<b>3 Fund Total:</b>	<b>37,107.60</b>	<b>Road &amp; Bridge</b>	<b>25 Vendors</b>	<b>43 Transactions</b>
<b>Final Total:</b>	<b>37,107.60</b>	<b>25 Vendors</b>	<b>43 Transactions</b>	

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
3	37,107.60	Road & Bridge
<b>All Funds</b>	<b>37,107.60</b>	<b>Total</b>

Approved by, .....

.....

.....



# Board of County Commissioners Agenda Request

## 2R

Agenda Item #

**Requested Meeting Date:** 4-28-26

**Title of Item:** Award Contract 20266

<input type="checkbox"/> REGULAR AGENDA <input checked="" type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> John Welle		<b>Department:</b> Highway
<b>Presenter (Name and Title):</b> NA		<b>Estimated Time Needed:</b> NA
<b>Summary of Issue:</b> <p>Sealed bids were received on Monday, April 13, 2026 for Contract 20266 which includes the following projects: SAP 001-030-010, constrictor lane pavement markings/rumble strips at four intersection legs and CP 001-090-046, biennial placement of pavement markings on 87 miles of county highways.</p> <p>Two bids were received as shown on the attached abstract of bids, with KAMCO Inc., Dassel, MN submitting the low bid in the amount of \$180,612.96, which was 21.87% lower than the estimated cost of \$231,167.02.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Motion: KAMCO Inc. be awarded Contract 20266 in the amount of \$180,612.96 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? \$ 180,612.96 Is this budgeted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No      Please Explain: <p>The cost of SAP 001-030-010 will be budgeted in 2027.          \$108,000 was budgeted for CP 001-090-046 in 2026.</p>		

Aitkin County  
Bid Abstract

Project Name: Pavement Marking  
Bid Opening: April 13, 2026, at 2:00 PM

Contract No: 20266  
Project No: SAP 001-030-010, CP 001-090-046

CP 001-090-046 2026 Pavement Marking				Engineer's Estimate		KAMCO Inc - Dassel, MN		Sir Lines-A-Lot, LLC - Edina, MN		
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total
1	2021.501	MOBILIZATION	LS	1	3,000.000	\$3,000.00	\$1.000	\$1.00	\$6,500.000	\$6,500.00
2	2563.601	TRAFFIC CONTROL	LS	1	1,000.000	\$1,000.00	\$1.000	\$1.00	\$2,500.000	\$2,500.00
3	2582.503	4" LATEX SOLID LINE YELLOW	LF	267,003	0.076	\$20,292.23	\$0.078	\$20,826.23	\$0.071	\$18,957.21
4	2582.503	4" LATEX BROKEN LINE YELLOW	LF	87,513	0.076	\$6,650.99	\$0.078	\$6,826.01	\$0.071	\$6,213.42
5	2582.503	4" LATEX SOLID LINE WHITE	LF	847,598	0.076	\$64,417.45	\$0.078	\$66,112.64	\$0.071	\$60,179.46
6	2582.503	6" LATEX SOLID LINE YELLOW	LF	44,426	0.105	\$4,664.73	\$0.115	\$5,108.99	\$0.100	\$4,442.60
7	2582.503	6" LATEX BROKEN LINE YELLOW	LF	3,888	0.105	\$408.24	\$0.115	\$447.12	\$0.100	\$388.80
8	2582.503	6" LATEX SOLID LINE WHITE	LF	63,264	0.105	\$6,642.72	\$0.115	\$7,275.36	\$0.100	\$6,326.40
9	2582.503	6" LATEX DOTTED LINE WHITE	LF	54	0.105	\$5.67	\$0.115	\$6.21	\$0.100	\$5.40
10	2582.503	24" LATEX SOLID LINE WHITE	LF	348	10.000	\$3,480.00	\$2.500	\$870.00	\$4.500	\$1,566.00
11	2582.518	PAVEMENT MESSAGE LATEX WHITE	SF	557	11.000	\$6,127.00	\$2.500	\$1,392.50	\$5.000	\$2,785.00
Totals for Project CP 001-090-046						\$116,689.02		\$108,867.06		\$109,864.29
% of Estimate for Project CP 001-090-046								-6.70%		-5.85%

SAP 001-030-010 Road Safety Work on CSAH 3, 10, 11 Safety Projects				Engineer's Estimate		KAMCO Inc - Dassel, MN		Sir Lines-A-Lot, LLC - Edina, MN		
Line	Number	Description	Unit	Quantity	Estimated Price	Estimated Total	Price	Total	Price	Total
1	2021.501	MOBILIZATION	LS	1	5,000.000	\$5,000.00	\$8,500.000	\$8,500.00	\$8,000.000	\$8,000.00
2	2102.503	PAVEMENT MARKING REMOVAL	LF	8,450	3.000	\$25,350.00	\$0.450	\$3,802.50	\$0.700	\$5,915.00
3	2102.518	PAVEMENT MARKING REMOVAL	SF	460	4.000	\$1,840.00	\$1.350	\$621.00	\$11.800	\$5,428.00
4	2232.603	MILLED SINUSOIDAL RUMBLE STRIPS	LF	1,790	3.200	\$5,728.00	\$2.360	\$4,224.40	\$2.000	\$3,580.00
5	2232.603	MILLED SINUSOIDAL RUMBLE STRIPS-CL	LF	2,440	3.200	\$7,808.00	\$2.360	\$5,758.40	\$2.000	\$4,880.00
6	2563.601	TRAFFIC CONTROL	LS	1	5,000.000	\$5,000.00	\$1.000	\$1.00	\$8,000.000	\$8,000.00
7	2582.503	6" SOLID LINE MULTI-COMPONENT (WR)	LF	1,790	2.000	\$3,580.00	\$2.350	\$4,206.50	\$2.000	\$3,580.00
8	2582.503	6" DOUBLE SOLID LINE MULTI-COMPONENT (WR)	LF	2,440	3.500	\$8,540.00	\$4.700	\$11,468.00	\$4.000	\$9,760.00
9	2582.503	6" SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LF	3,848	4.000	\$15,392.00	\$2.450	\$9,427.60	\$2.350	\$9,042.80
10	2582.503	6" DOTTED LINE MULTI-COMPONENT GROUND IN (WR)	LF	90	4.000	\$360.00	\$2.450	\$220.50	\$2.350	\$211.50
11	2582.503	6" DOUBLE SOLID LINE MULTI-COMPONENT GROUND IN (WR)	LF	2,840	7.000	\$19,880.00	\$4.900	\$13,916.00	\$4.700	\$13,348.00
12	2582.518	PAVEMENT MESSAGE MULTI-COMPONENT GROUND IN (WR)	SF	320	50.000	\$16,000.00	\$30.000	\$9,600.00	\$28.000	\$8,960.00
Totals for Project SAP 001-030-010						\$114,478.00		\$71,745.90		\$80,705.30
% of Estimate for Project SAP 001-030-010								-37.33%		-29.50%

Totals for Contract 20266						\$231,167.02		\$180,612.96		\$190,569.59
% of Estimate for Contract 20266								-21.87%		-17.56%

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

Certified By: John Welle Digitally signed by John Welle  
Date: 2026.04.17 08:51:00 -05'00' License No. 24340

Date: 4-17-26



# Board of County Commissioners Agenda Request

## 2S

Agenda Item #

**Requested Meeting Date:** 4-28-26

**Title of Item:** Equipment Purchase - Used Tractor

<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> John Welle		<b>Department:</b> Highway Department
<b>Presenter (Name and Title):</b> NA		<b>Estimated Time Needed:</b> NA
<b>Summary of Issue:</b> <p>The 2026 Capital Equipment Replacement Budget includes a \$50,000 expenditure for the purchase of a used tractor to replace Unit 350, a 2007 John Deere 6430 tractor with approximately 9000 hours. As discussed during last year's budget discussions, the engine on this tractor will soon be in need of major engine repair work, so it was scheduled for expedited replacement with a lower hour used tractor utilizing excess state-aid engineering reimbursement revenue. This tractor is used for roadside mowing and other gravel road maintenance activities.</p> <p>Following is a summary of quotes received for this purchase:</p> <p>C&amp;A Fox Farms, Orchard, IA - 2021 John Deere 5090M, 90 HP, 200 hours - \$69,000          Midwest Machinery, Aitkin, MN - 2018 John Deere 5115M, 115 HP, 950 hours - \$65,000</p> <p>The 2018 John Deere 5115M is recommended for purchase because it's significantly higher horsepower and weight will allow it to be used as a backup tractor for our largest mower. Purchasing the tractor locally from Midwest Machinery will also avoid additional equipment delivery costs shipping the 5090M 260 miles from Orchard, IA.</p> <p>Upon County Administrator approval, an online auction service will be used to sell Unit 350 at an estimated price of \$14,000-\$18,000.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Authorize purchase of John Deere 5115M from Midwest Machinery for \$65,000.		
<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> \$ \$65,000 <i>Is this budgeted?</i> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



# Board of County Commissioners Agenda Request

## 2T

Agenda Item #

**Requested Meeting Date:** 4-28-26

**Title of Item:** DNR Lease No. LMIS010809

<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> John Welle		<b>Department:</b> Highway Department
<b>Presenter (Name and Title):</b> NA		<b>Estimated Time Needed:</b> NA
<b>Summary of Issue:</b>  Due to a lack of aggregate pits available to the Highway Department in the Big Sandy Lake area, various sites are being considered as potential new pit sites. One of those sites is on DNR managed land in Section 10 of Shamrock Township. Attached is an exploration lease to allow exploration and sampling of aggregates on this property.		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b> Approve attached resolution.		
<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>		

**MINNESOTA  
DEPARTMENT OF  
NATURAL RESOURCES**

Lease Number <b>LMIS010809</b>
Field Unit <b>Region 2 - Aitkin Forestry (Area 232)</b>

**MISCELLANEOUS LEASE**

This lease, executed in duplicate by and between the State of Minnesota, under the authority and subject to the provisions of Minn. Stat. § 92.50, acting by and through its Commissioner of Natural Resources, hereinafter called LANDLORD and the TENANT as named below.

TENANT Aitkin County Highway Department		
TENANT Address (No. & Street, RFD, Box No., City, State, Zip) 1211 Air Park Drive, Aitkin, MN 56431		
Lease Fee \$200.00	Fee Payment Schedule \$200.00 Due upon execution for the duration of this lease	
Term One (1) Year	Effective Date March 1, 2026	Termination Date December 31, 2026
Purpose of Lease Earth Materials Exploration		County Aitkin

IT IS AGREED AS FOLLOWS:

**BASIC TERMS:**

1. **PREMISES.** The LANDLORD in consideration of the terms, conditions and agreements contained herein, and the payment of the Lease Fee to be paid by the TENANT, hereby leases to the TENANT, subject at all times to sale, lease and use for mineral or other purposes the following described premises:

Part of the Northeast Quarter of the Southwest Quarter,  
Northwest Quarter of the Southwest Quarter,  
Southwest Quarter of the Southwest Quarter, and  
Southeast Quarter of the Southwest Quarter  
in Section 10, Township 49 North, Range 23 West,

Aitkin County,

and as approximately shown on the attached maps in Exhibit A, which is made a part of this lease and herein referred to as the "Premises".

2. **TERMS.** The terms LANDLORD, TENANT, TENANT ADDRESS, LEASE FEE, FEE PAYMENT SCHEDULE, TERM, EFFECTIVE DATE, TERMINATION DATE, PURPOSE OF LEASE AND STATUTORY AUTHORITY, used herein are described above and are incorporated herein.
3. **LEASE PERIOD.** This lease will be in effect for the TERM, beginning on the EFFECTIVE DATE and ending on the TERMINATION DATE, unless terminated earlier under provisions of this lease.

4. USE OF PREMISES. TENANT will use the Premises only for PURPOSE OF LEASE.
5. "AS IS." TENANT is taking the Premises in its "as is" condition, and LANDLORD is under no obligation to make any alterations or modifications to accommodate TENANT's use.

**TENANT'S RESPONSIBILITIES:**

6. LEASE PAYMENTS. The TENANT will pay to the LANDLORD the LEASE FEE, which is due and payable according to the FEE PAYMENT SCHEDULE. The LANDLORD may assess interest pursuant to Minn. Stat. § 270C.40, subd. 5 on any payments over thirty (30) days past due.
7. MAINTENANCE. The TENANT will maintain the Premises in good repair, keeping them safe and clean, removing all refuse and debris that may accumulate. No timber shall be cut, used, removed or destroyed by the TENANT without first obtaining written permission from the LANDLORD.
8. INVASIVE SPECIES. The TENANT is responsible for controlling invasive species on the Premises. (See the attached Exhibit C, which is made a part of this lease, for additional terms and conditions on the control of invasive species.)
9. UTILITIES. TENANT will pay for all utilities furnished on the Premises for the term of this lease, including electric, gas, oil, water, sewer and telephone.
10. ALTERATIONS AND MECHANIC'S LIENS. The TENANT may not make changes, alterations or improvements to the Premises or to any structure thereon without the prior written consent of the LANDLORD. Any changes, alterations or improvements in or to the Premises will be at TENANT's sole expense. TENANT has no right to subject the interest of LANDLORD in the Premises to any mechanic's liens, material liens or other liens of any nature, and TENANT must have any such lien discharged within 10 days after the recording of the lien. TENANT will be liable to LANDLORD for LANDLORD's costs and attorneys' fees incurred relating to mechanic's liens and other liens.
11. TAXES. The TENANT will pay, when due, all taxes assessed against or levied upon the Premises or upon the fixtures, improvements, furnishings, equipment and other personal property of the TENANT located on the Premises during the TERM of this lease. NOTE: Due to the lease, the county may assess property taxes against the property based on its market value, and TENANT is required to pay the property taxes.
12. COMPLIANCE WITH LAWS. TENANT must comply with all applicable municipal, county and state laws, ordinances and regulations, and obtain and pay for all licenses and permits as may be required by its use of the Premises.
13. ENVIRONMENTAL. TENANT will not use in any way, or permit the use of the Premises, or any part thereof, to either directly or indirectly produce, manufacture, refine, transport, store, dispose of, or process any Hazardous Substance (as defined below), unless it has received the prior written consent of LANDLORD. "Hazardous Substance" means any pollutant, contaminant, toxic or hazardous waste, potentially dangerous substance, noxious substance, toxic substance, flammable, explosive or radioactive material, urea formaldehyde foam insulation, asbestos, PCBs, or any other substance the removal of which is required, or the production, manufacture, maintenance, refining, transport, storage, disposal, processing, or ownership of which is restricted or prohibited by federal, state, or county or municipal statutes or laws now or any time hereafter in effect, including but not limited to, the Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. § 9601, et seq.), the Hazardous Materials Transportation Act (49 U.S.C. § 5101, et seq.), the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.), the Federal Water Pollution Control Act (33 U.S.C. § 1251 et seq.), the Clean Air Act (42 U.S.C. § 7401 et seq.), the Toxic Substances Control Act (15 U.S.C. § 2601 et seq.), and the Occupational Safety

and Health Act (29 U.S.C. § 651 et seq.) as these laws have been amended or supplemented. TENANT agrees to hold harmless and indemnify LANDLORD from any and all damages, costs, fines and expenses that might arise as a result of TENANT's violation of this provision. This provision will survive the termination of this Lease.

**PUBLIC ACCESS:**

14. LANDLORD'S ACCESS. LANDLORD, acting through its designated agents or employees, has the right to enter the Premises at all reasonable times.
15. PUBLIC RECREATION USE. The TENANT agrees and understands that the public land leased herein shall be open to public recreational uses, as defined by Minn. Stat. § 604A.21, not inconsistent with the purposes of this lease. The TENANT shall not unreasonably refuse permission to any person to enter upon the lands leased herein for reasonable public recreational use without first obtaining the written permission of the LANDLORD. If the LANDLORD authorizes the prohibition of any public recreational uses, the prohibition shall apply to all persons including the TENANT.

**TERMINATION AND ASSIGNMENT:**

16. TERMINATION. This lease may be terminated at any time by mutual agreement. A lease entered pursuant to Minn. Stat. § 92.50 may be canceled for just cause at any time by LANDLORD upon six months written notice.

TENANT will, on the TERMINATION DATE, or earlier as provided for in this lease, peacefully and quietly surrender the Premises to the LANDLORD in as good condition and repair as on the EFFECTIVE DATE. If the TENANT fails to surrender the Premises on the termination of this lease, the LANDLORD may eject or remove the TENANT from the Premises and TENANT will indemnify the LANDLORD for all expenses incurred by the LANDLORD. In addition, TENANT will remove all TENANT's property from the Premises upon termination and any property remaining will be considered abandoned and disposed of by the LANDLORD according to law. Upon demand, TENANT will pay to LANDLORD all of LANDLORD's expenses incurred in connection with LANDLORD's disposition of TENANT's personal property. TENANT's obligations under this paragraph will survive termination of the Lease.

If this lease is terminated prior to the TERMINATION DATE, the TENANT will not be relieved of any obligation incurred prior to termination.

17. HOLDOVER. TENANT will pay to the LANDLORD a sum equal to the rent plus fifty (50) percent of the rent for each rental period that TENANT holds the Premises after termination of this lease without authorization by LANDLORD. This sum will be liquidated damages for the wrongful holding over. TENANT acquires no additional rights by holding the Premises after termination and will be subject to legal action for removal.
18. TRANSFERS. This lease will extend to, and bind the successors, heirs, legal representative and assigns of the LANDLORD and TENANT. In addition, the TENANT may not without the LANDLORD's prior written consent: a) assign, convey, mortgage, pledge, encumber or otherwise transfer this lease or any interest under it; b) allow any transfer or any lien upon the TENANT's interest by operation of law; c) sublet the Premises or any part thereof; d) permit the use or occupancy of the Premises or any part thereof by anyone other than the TENANT.

**DEFAULT:**

19. DEFAULT BY TENANT. If TENANT defaults in any of its promises or covenants under the Lease and fails to cure the same within thirty (30) days after receipt of written notice of default from LANDLORD, LANDLORD may exercise one or more of the following remedies, or any other remedy available at law or in equity:
- a. Terminate the Lease and recover from TENANT all damages it has incurred by reason of such breach;
  - b. Re-enter the Premises and remove all persons and property from the Premises, without terminating the Lease or releasing TENANT from its obligations under the Lease; or
  - c. Re-let the Premises without terminating the Lease. If the amount received from re-letting in any month is less than the amount of rent to be paid by TENANT, TENANT will pay any such deficiency to LANDLORD upon demand.
20. SELF-HELP RIGHT. If TENANT defaults in the performance of any term of this Lease, LANDLORD, in addition to any other rights and remedies it has under this Lease and without waiving such default, may perform the same for the account of and at the expense of TENANT (but shall not be obligated to do so), without notice in a case of emergency and in any other case if such default continues after five (5) days from the date that LANDLORD gives written notice to TENANT of its intention to do so. TENANT must pay upon demand bills for all amounts paid by LANDLORD and all losses, costs and expenses incurred by LANDLORD, in connection with any such performance by LANDLORD pursuant to this section, including, without limitation, all amounts paid and costs and expenses incurred by LANDLORD for any property, material, labor or services provided by LANDLORD to TENANT.

**LIABILITY:**

21. LIABILITY. This lease will not be construed as imposing any liability on the LANDLORD for injury or damage to the person or property of the TENANT or to any other persons or property, arising out of any use of the Premises, or under any other easement, right-of-way, license, lease or other encumbrance now in effect. The TENANT will indemnify and hold harmless the LANDLORD from all claims arising out of the use of the Premises whether such claims are asserted by civil action or otherwise.
22. PERSONAL PROPERTY RISK. All personal property on the Premises belonging to TENANT or its occupants or visitors shall be there at the sole risk of TENANT or such other person only, and LANDLORD will not be liable for theft or misappropriation of such property, nor for any loss or damage to such property, including destruction by fire.

**MISCELLANEOUS:**

23. LEGAL OBLIGATIONS. This lease is not to be construed to relieve the TENANT of any obligations imposed by law.
24. ENCUMBRANCE. This lease is subject to all existing easements, right-of-ways, licenses, leases and other encumbrance upon the Premises and LANDLORD will not be liable to TENANT for any damages resulting from any action taken by a holder of an interest pursuant to the rights of that holder thereunder.

25. NO WAIVER. No delay on the part of the LANDLORD in enforcing any conditions in this lease, including termination for violation of the terms of this lease, shall operate as a waiver of any of the rights of the LANDLORD.
26. NOTICES. Any notice given under this lease shall be in writing and served upon the other party either personally or by depositing such notice in the United States mail with the proper first class postage and address. Service shall be effective upon the depositing of the notice in the United States mails. The proper mailing address for the purposes of serving notice on the LANDLORD shall be the Commissioner, Department of Natural Resources, 500 Lafayette Road, St. Paul, Minnesota 55155-4045, and on the TENANT it shall be as stated in the TENANT'S ADDRESS.
27. CONSTRUCTION OF LEASE. If any clause or provision of this lease is or becomes illegal, invalid or unenforceable because of present or future laws or any rule or regulation of any governmental body, the intentions of the LANDLORD and TENANT here is that the remaining parts of this lease shall not be affected thereby.
28. AUDIT. LANDLORD is a State of Minnesota entity. The books, records, documents and accounting procedures and practices of the TENANT (whether in hard copy or electronic format) regarding this Lease shall be subject to reasonable examination by the STATE and/or the State Auditor or Legislative Auditor, as appropriate, during the term of the Lease and for a minimum of six (6) years after the Lease's expiration or termination.
29. BOND FINANCED PROPERTY. If LANDLORD used General Obligation bonds to purchase, construct, or improve the Premises, TENANT agrees to comply with all requirements imposed by the Commissioner of Management and Budget, up to and including furnishing any documents as the Commissioner determines to be necessary, to ensure that interest paid on the General Obligation bonds, if any, used to purchase, construct or improve the Premises is exempt from federal taxation.
30. ADDITIONAL TERMS. See the attached Exhibit A (Map), Exhibit B (Additional Terms), and Exhibit C (Invasive Species), which are made a part of this lease.

**IN WITNESS WHEREOF, the parties have set their hands.**

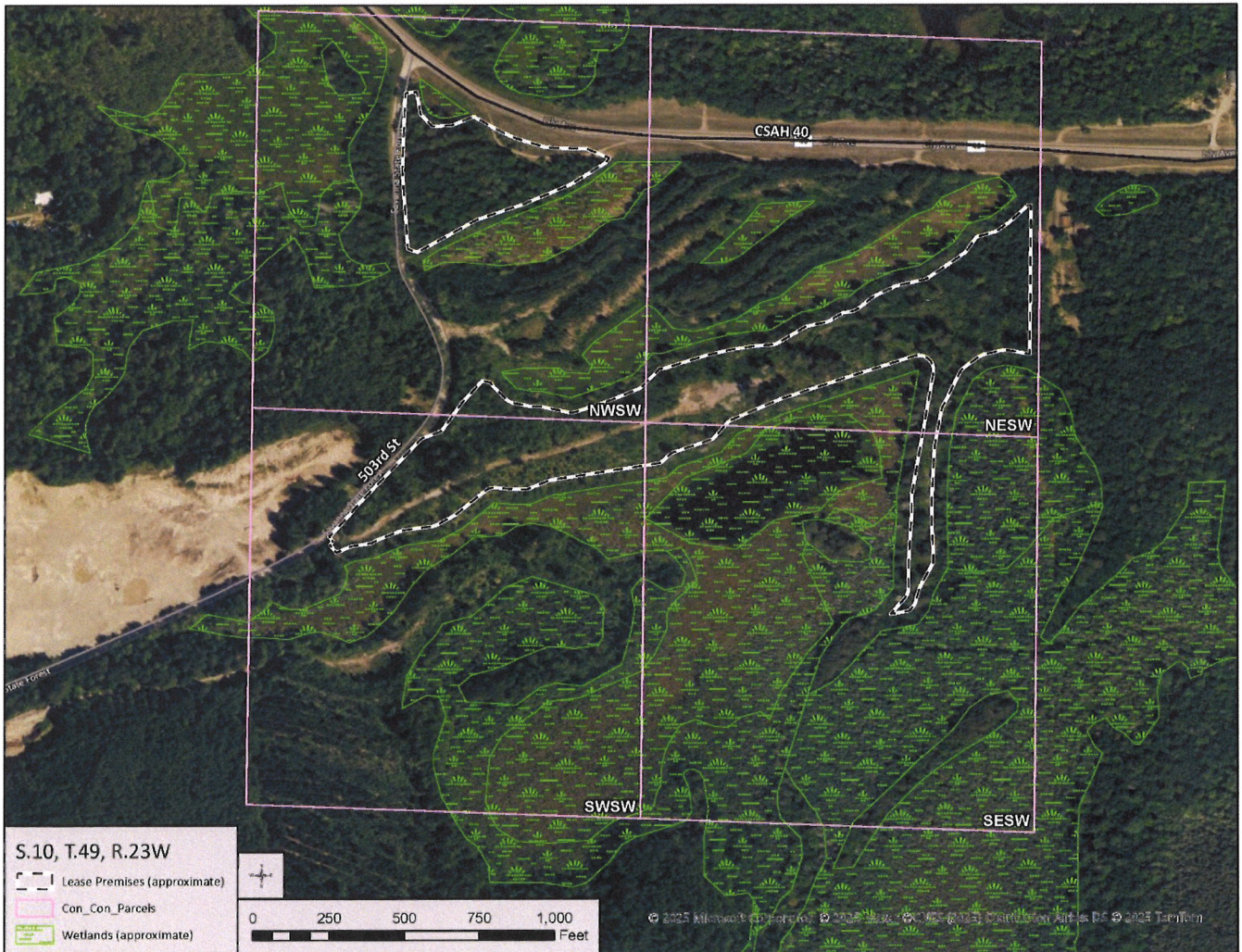
**STATE OF MINNESOTA  
DEPARTMENT OF NATURAL RESOURCES  
Joey A. Rokala, Regional Manager**

<b>By</b>	<b>Date</b>
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<b>TENANT (Individual's Name or Name of Entity)</b> Aitkin County Highway Department	
<b>Authorized Signature &amp; Title (If an Entity)</b>	<b>Date</b>

<b>Authorized Signature &amp; Title (If an Entity)</b>	<b>Date</b>
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Exhibit A  
Map  
Miscellaneous Lease LMIS010809



**Exhibit B**  
**Additional Terms**  
Miscellaneous Lease LMIS010809

Terms and Conditions which Apply:

1. TENANT shall email the Department of Natural Resources Aggregate Specialist, Nicholas Borchardt, nicholas.borchardt@state.mn.us, and Forestry Specialist, Brian Leitinger, brian.leitinger@state.mn.us at least seven (7) days prior to any activities on the Premises. TENANT shall coordinate with the Aggregate Specialist to allow for monitoring of TENANT activities on the Premises by the Department of Natural Resources Aggregate Specialist or Division of Forestry staff.
2. This lease grants TENANT only a limited duration of use within the TERM. Although the TERM is 12 (twelve) months, TENANT is authorized to be on the Premises for only a maximum of ten (10) consecutive business days during the TERM.
3. Total disturbance area on the Premises by the TENANT shall be less than 1 acre.
4. All activities by the TENANT shall be at least 75 feet from all public waters.
5. The TENANT shall avoid and must not disturb or impact wetlands. TENANT must keep all heavy equipment, digging, and excavation operations restricted to areas that are not designated wetlands. There is a wetland type Freshwater Shrub within this site. Reference the associated wetlands map for areas to avoid.
6. The TENANT shall minimize rutting to protect productivity, protect hydrologic function, protect water quality, reduce erosion, and minimize impacts to flora and fauna. The TENANT shall avoid repeated and excessive rutting.

Rutting shall not exceed six inches in depth. If rutting exceeds six inches in depth, TENANT shall immediately cease operations at the impacted location, take appropriate measures to reduce rutting, repair ruts that are six inches deep or deeper, and may resume operations only when conditions are adequate to support the equipment.

The TENANT shall use mats as needed. The TENANT is not allowed to use foreign materials (such as gravel) to establish a stable base for mats and equipment pads. The TENANT must clean mats prior to coming onto state crossings. The TENANT must also clean mats during construction and maintenance activities to avoid the spread of invasive species. The TENANT shall clean mats in place during construction for equipment passage so that soils do not accumulate. The TENANT shall remove all mats on state lands at the earliest practical time after exploration and restoration activities.

7. Tree cutting is prohibited on the Premises unless the TENANT receives advanced written approval from the LANDLORD and makes advanced payment to the LANDLORD for the trees proposed for cutting.
8. TENANT must backfill all holes and grade to predisturbance condition.
9. TENANT's use is limited to existing open areas on the Premises adjacent to existing access routes.
10. TENANT must procure liability insurance, naming the State of Minnesota as additional insured in the amount of at least \$500,000 per individual and \$1,500,000 per occurrence from an insurance carrier licensed to do business in Minnesota. Upon execution of this lease, TENANT must provide Landlord with a certificate of insurance indicating the required coverage, and TENANT must periodically provide Landlord with evidence of insurance as Landlord may request. The policy must provide that Landlord be notified ten days prior to the cancellation or termination of the policy. TENANT must be required to maintain such insurance to the full extent of the amounts specified in Minn. Stat. §3.736 which amounts must be incorporated herein by reference. If those amounts are changed following execution of this

lease, TENANT must provide whatever amount of insurance is required by that change within 30 days after Landlord notifies TENANT of the change.

11. TENANT must provide the LANDLORD with earthen materials exploration results of exploration before the lease termination date. Earthen materials exploration results must be submitted in a format approved by the Landlord and include but not be limited to test hole locations and earthen materials identified.

**Exhibit C**  
Invasive Species  
 Miscellaneous Lease LMIS010809

Check all that apply	
<input checked="" type="checkbox"/>	<b>Mandatory</b> - (1) Before entering and leaving the site, check clothing, gear, vehicle and equipment (including timber mats) and remove caked mud, dirt clods, and reproductive plant parts (seeds, berries, fruit, cones, flowers or seed stalks, and roots). <b>Using either a power washer or an air compressor is an effective means of cleaning equipment, but is not required unless stated below.</b>
<input type="checkbox"/>	(2) This site is infested with <input type="checkbox"/> spongy moth, <input type="checkbox"/> emerald ash borer, <input type="checkbox"/> other invasive disease or insect _____. Obtain a compliance agreement from USDA APHIS or Minnesota Dept. of Agriculture prior to hauling wood or woody debris off this site. For more information visit <a href="http://www.mda.state.mn.us/plants-insects/pest-regulations">http://www.mda.state.mn.us/plants-insects/pest-regulations</a>
<input type="checkbox"/>	(3) This site is infested with <input type="checkbox"/> oak wilt, <input type="checkbox"/> Dutch elm disease, <input type="checkbox"/> sirex wood wasp, <input type="checkbox"/> other invasive plant disease or non-regulated insect _____. <input type="checkbox"/> Girdle the marked trees and leave them on site. <input type="checkbox"/> Do not haul infected trees between April 1st and Nov 1st. <input type="checkbox"/> Other _____.
<input type="checkbox"/>	(4a) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> garlic mustard, <input type="checkbox"/> other invasive plant, <input type="checkbox"/> exotic earthworms. Before starting work, review known infestations with the site administrator. Avoid traveling through or parking in infested areas. Time operations and organize routes of travel to avoid spreading weed seed or infested soil. If mowing hay, be aware of any chemical applications and honor wait times before mowing. Some herbicides are passed through manure into sensitive crop fields. See other restrictions below.
<input type="checkbox"/>	(4b) This site is infested with <input type="checkbox"/> buckthorn, <input type="checkbox"/> amur or Norway maple, <input type="checkbox"/> peashrub, <input type="checkbox"/> honeysuckle, <input type="checkbox"/> multiflora rose, <input type="checkbox"/> Russian olive, <input type="checkbox"/> other: _____. When cutting: <input type="checkbox"/> chip, <input type="checkbox"/> pile and burn rather than scattering the tops of invasive species.
<input type="checkbox"/>	(5) Using a power washer or air compressor, <input type="checkbox"/> daily, <input type="checkbox"/> weekly, <input type="checkbox"/> monthly; clean all vehicles, equipment and trailers taken on and off site during the snow-free season. Washing may be done at an approved location on site or off site at an appropriate cleaning facility. Avoid letting rinse water run into open bodies of water or native plant communities. Cleaning is not required during frozen conditions.
<input type="checkbox"/>	(6a) All materials (gravel, fill, mulch, chips, sand, etc.) brought to the site are to be weed and pest free. Sources are to be approved prior to purchase or acquisition.
<input type="checkbox"/>	(6b) Before utilizing the underlying gravel or other earth materials, scrape off the top 6-12" and segregate in an on-site location designated by the site administrator.
<input type="checkbox"/>	(7) Plant or reclaim site within: <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months of end of lease or project. Use weed and pest free native plant and seed mixes. Where available, use certified or local sources. Sources are to be approved prior to purchase and acquisition.
<input type="checkbox"/>	(8) Upon completion of the project or operation, close, obstruct or gate all access routes. If project is inactive for longer than <input type="checkbox"/> one month, <input type="checkbox"/> three months, <input type="checkbox"/> six months close, obstruct or gate all access routes until project resumes.
<input type="checkbox"/>	(9) When collecting field material (seed, I&D samples, berries, mushrooms, special wood products, etc.) use new clean bags or baskets.

<input type="checkbox"/>	(10) In the case invasive plants become an issue during operations (to be determined by the site administrator), the TENANT agrees to stop operations and gate or otherwise close the site until the infestation can be controlled.
<input type="checkbox"/>	(11) The TENANT is responsible for controlling noxious weeds on the site. Contact the site administrator and county agricultural inspector for details.
<input type="checkbox"/>	(12) Follow other actions as directed by the site administrator to minimize the introduction and/or spread of invasive species.
<input type="checkbox"/>	(13) Before starting work, review known infestations with site administrator(s). When traveling between multiple sites a day, be sure to start at the site with the fewest number of invasive plants, leaving the most heavily infested site to last. Time operations and site visits to avoid the spread of weed seed.

Last updated March 30, 2023

**Resolution #20260428-xxx DNR Lease No. LMIS010809**

**WHEREAS**, Aitkin County has requested a lease agreement to facilitate the exploration of aggregate on portions of the northeast quarter of the southwest quarter, northwest quarter of the southwest quarter, southwest quarter of the southwest quarter, southeast quarter of the southwest quarter, in Section 10 , Township 49 North, Range 23 West, Aitkin County.

**THEREFORE, BE IT RESOLVED**, that Aitkin County enter into Lease No. LMIS010809 with the Minnesota Department of Natural Resources.

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

Adopted this 28th Day of April, 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

## 2U

Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** JPA between Aitkin County and the State of MN BCA

<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 type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
<b>Submitted by:</b> Sheriff Dan Guida		<b>Department:</b> Sheriff's Office
<b>Presenter (Name and Title):</b> Sheriff Dan Guida		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b>  <p>Attached is a copy of the State of Minnesota Joint Powers Agreement (JPA) and Court Services Amendment between Aitkin County and the State of Minnesota Bureau of Criminal Apprehension (BCA). This agreement is good for five (5) years.</p> <p>The purpose of the Master JPA and Court Services Amendment is to allow for continued access to BCA data, systems, and tools for criminal justice purposes, through the BCA's criminal justice data communications network (CJDN)</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Recommend accepting the JPA and direct County Board Chair J. Mark Wedel and County Administrator David Minke to sign on the back page of the Joint Powers Agreement, the back page of the Court Amendment, and also the County Resolution that is attached.		
<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>		



# 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 Aikin on behalf of its Sheriff'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, additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data, available on the CJIS Launch Pad using the link above in section 2.4.
- 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. Under the BCA's CJDN Fee Structure, the BCA will bill the Governmental Unit annually in the amount of One Thousand Five Hundred Sixty and 00/100 Dollars (\$1,560.00). The annual charge may be modified to reflect the appropriate charges required under the BCA's CJDN Fee Structure, including applicable fees for VPN access.

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: Daniel Guida, Sheriff  
Address: 218 1<sup>st</sup> Street NW Aitkin, MN 56431  
Telephone: 218-927-7435  
Email Address: [sheriff@co.aitkin.mn.us](mailto:sheriff@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 the 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: J. Mark Wedel  
(PRINTED)

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

Title: Board Chair  
(with delegated authority)

Date: April 28, 2026

Name: David Minke  
(PRINTED)

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

Title: County Administrator  
(with delegated authority)

Date: April 28, 2026

**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 Aikin on behalf of its Sheriff’s 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 287662, 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: J. Mark Wedel  
(PRINTED)

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

Title: Board Chair  
(with delegated authority)

Date: April 28, 2026

Name: David Minke  
(PRINTED)

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

Title: County Administrator  
(with delegated authority)

Date: April 28, 2026

**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: \_\_\_\_\_

**Resolution #20260428-xxx APPROVING STATE OF MINNESOTA JOINT POWERS AGREEMENTS WITH THE COUNTY OF AITKIN ON BEHALF OF ITS COUNTY ATTORNEY AND COUNTY SHERIFF**

**WHEREAS**, the County of Aitkin on behalf of its County 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 J. Mark Wedel, the County Chair of the County of Aitkin, and David Minke, the County Board Clerk, are authorized to sign the State of Minnesota Joint Powers Agreements.

Adopted this 28<sup>th</sup> Day of April, 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}**



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**

1 General Fund

<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>	
50	Aitkin Body Shop, Inc	1,083.33	1 Transactions
111	Aitkin Co Soil & Water	4,578.73	1 Transactions
86222	Aitkin Independent Age	1,215.00	4 Transactions
170	Aitkin Motor Company	2,112.26	7 Transactions
9561	Amazon Business	787.50	10 Transactions
13318	American Peat Technology, LLC	2,000.00	1 Transactions
14563	Anoka County Corrections	12,167.00	1 Transactions
248	Association of Mn Counties	2,087.00	2 Transactions
9926	AT&T (VCET)	175.00	1 Transactions
10452	AT&T Mobility	867.37	4 Transactions
10265	AT&T Mobility (Community Correct)	367.83	4 Transactions
15239	AT&T Mobility (P&Z)	316.66	2 Transactions
9203	AT&T Mobility (Sheriff's)	2,508.99	6 Transactions
552	Betley/Terry J	87.40	2 Transactions
9716	BOBER/ANDY & JILL	163.17	1 Transactions
15151	Breitbarth/Chaplain Steve	436.80	1 Transactions
10118	Bristow/Jane	136.70	2 Transactions
783	Canon Financial Services, Inc	438.84	2 Transactions
15142	Christensen/Charles	117.85	2 Transactions

# Aitkin County



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

1 General Fund

Vendor No.	Name	Amount	
2763	Countryside Sanitation, LLC	1,308.45	1 Transactions
5893	CTC - 446126	155.00	1 Transactions
10413	Dane Prairie Systems, LLC	600.00	1 Transactions
88880	Datacomm Computers & Networks Inc	2,486.00	2 Transactions
1333	Dell Marketing L.P.	272.24	1 Transactions
11051	Department of Human Services	326.17	1 Transactions
8694	Department of Transportation	12,621.27	1 Transactions
1495	East Central Regional Library	136,409.00	1 Transactions
10773	FP Finance, LLC	263.95	1 Transactions
1775	Galls LLC	353.17	4 Transactions
11634	Gammello & Pearson PLLC	765.00	6 Transactions
1754	Garrison Disposal Company, Inc	5,284.87	2 Transactions
4173	Grams/Lori	987.76	3 Transactions
5579	Grand Rapids Police Department	275.00	1 Transactions
15362	GuidePoint Pharmacy #114 Aitkin	1,882.74	2 Transactions
10097	Harms Monroe/Penny	113.25	1 Transactions
2340	Hyytinen Hardware Hank	9.79	1 Transactions
88628	Imperial Dade	2,097.38	2 Transactions
2375	Intoximeters Inc	1,740.00	2 Transactions
393	ISD 1 Aitkin-Treasurer	1,500.00	1 Transactions

# Aitkin County



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

1 General Fund

Vendor No.	Name	Amount	
9686	MAAP	30.00	1 Transactions
9594	MACATFO	315.00	1 Transactions
9208	Mapes FNP-C, Mary	6,250.00	1 Transactions
14071	Marco Technologies LLC	24,253.40	4 Transactions
10989	Mergers Marketing Inc.	408.00	1 Transactions
3160	Mille Lacs Energy Coop-Albert Lea	288.80	1 Transactions
10807	Minke/David	277.19	2 Transactions
13724	Minnesota Continuing Legal Education	99.00	1 Transactions
3337	Minnesota County Attorneys Association	65.00	1 Transactions
11997	Minnesota Monitoring, Inc	1,105.00	1 Transactions
86290	Mn Counties Information Systems	43,703.00	5 Transactions
10421	MN Department of Corrections	9,765.00	1 Transactions
3426	Morrison County Sheriff's Office	50.00	1 Transactions
13416	Nartec, Inc	92.10	1 Transactions
10506	Neumann/Gregory J	183.10	2 Transactions
89081	North Memorial Health Care	15,825.00	3 Transactions
13850	NORTHSTAR	213.59	1 Transactions
10412	O'Reilly Auto Parts	75.98	1 Transactions
3336	Office Of MN. IT Services	1,338.65	1 Transactions
3789	Pan-O-Gold Baking Company	132.04	2 Transactions

1 General Fund

Vendor No.	Name	Amount	
9808	Performance Foodservice	3,784.06	2 Transactions
3724	Performance Office Papers	2,335.00	1 Transactions
3987	Ramsey County Medical Examiner	3,249.00	2 Transactions
4010	Rasley Oil Company	394.81	5 Transactions
4036	Ratz/James	165.00	1 Transactions
9489	Redwood Toxicology Laboratory, Inc	8.31	1 Transactions
9360	Redwood Toxicology Laboratory, Inc.	258.02	1 Transactions
10990	RJ Kool Midwest	535.95	1 Transactions
9261	RTVision, Inc.	402.96	1 Transactions
10985	Shereck/Timothy	145.10	1 Transactions
10333	Stevo's Inc	2,430.00	2 Transactions
9013	STRATELIGENT	469.07	1 Transactions
10746	The Market	329.74	1 Transactions
86235	The Office Shop Inc	114.60	2 Transactions
13934	The Tire Barn	1,773.04	3 Transactions
15229	Thompson/Dennis J	165.00	1 Transactions
5173	Thomson Reuters-West Publishing	2,213.41	2 Transactions
10930	Tidholm Productions	367.60	1 Transactions
8612	Veenker/Thomas H	120.75	2 Transactions
11507	Waste Management of Minnesota, Inc	9,401.55	1 Transactions

# Aitkin County



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

**1** General Fund

Vendor No.	Name	Amount	
5056	Western Lake Superior Sanitary	5,500.00	1 Transactions
9931	WEX BANK - Community Corrections	41.46	1 Transactions
9932	WEX BANK - Sheriff's Department	12,583.09	3 Transactions
9933	WEX BANK - Veteran Services	174.64	1 Transactions

**1 Fund Total:** **352,530.48** **General Fund** **83 Vendors** **159 Transactions**

WLB1  
4/21/26 12:19PM

# Aitkin County



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

**2** Reserves Fund

Vendor Name  
No.

Amount

1333 Dell Marketing L.P.

2,003.70

1 Transactions

**2 Fund Total:**

**2,003.70**

**Reserves Fund**

**1 Vendors**

**1 Transactions**

WLB1  
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# Aitkin County



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

**3** Road & Bridge

Vendor Name  
No.

Amount

10316 CASPER CONSTRUCTION INC

16,815.00

1 Transactions

8194 Gladen Construction Inc

14,364.00

2 Transactions

**3 Fund Total:**

**31,179.00**

**Road & Bridge**

**2 Vendors**

**3 Transactions**

WLB1  
4/21/26 12:19PM

# Aitkin County



5 Health & Human Services

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

Page 9

Vendor No.	Name	Amount			
14071	Marco Technologies LLC	5,969.82	6 Transactions		
<b>5 Fund Total:</b>		<b>5,969.82</b>	<b>Health &amp; Human Services</b>	<b>1 Vendors</b>	<b>6 Transactions</b>

WLB1  
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9 State

# Aitkin County



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

Vendor No.	Name	Amount			
4580	Mn Dept Of Finance	10,303.00		6 Transactions	
3375	Mn Dept Of Health	232.50		1 Transactions	
<b>9 Fund Total:</b>		<b>10,535.50</b>	<b>State</b>	<b>2 Vendors</b>	<b>7 Transactions</b>

WLB1  
 4/21/26 12:19PM  
 10 Trust

# Aitkin County



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

Vendor No.	Name	Amount	
170	Aitkin Motor Company	241.48	3 Transactions
9561	Amazon Business	68.06	2 Transactions
530	Benson Excavating/John K	588.70	1 Transactions
5455	Copperhead Road Logging & Lumber	1,486.73	1 Transactions
5893	CTC - 446126	350.00	1 Transactions
5791	Sappi	6,015.27	2 Transactions
9286	Stangler Logging	867.05	1 Transactions
86235	The Office Shop Inc	35.40	1 Transactions
15229	Thompson/Dennis J	301.92	1 Transactions
10180	WEX Bank - Land Dept	2,477.78	1 Transactions
<b>10 Fund Total:</b>		<b>12,432.39</b>	<b>Trust 10 Vendors 14 Transactions</b>

WLB1  
4/21/26 12:19PM

# Aitkin County



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

**11** Forest Development

Vendor Name  
No.

Amount

12927 Midwest Machinery Co.

256.82

1 Transactions

**11 Fund Total:**

**256.82**

**Forest Development**

**1 Vendors**

**1 Transactions**

# Aitkin County



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

<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>	
999999000	COMER/JULIE	26.40	1 Transactions
999999000	DAVIS/ANTHONY	48.00	1 Transactions
999999000	EKELUND/NICHOLAS	36.00	1 Transactions
999999000	FINCH/THERESA	30.00	1 Transactions
999999000	FURNSTAHL/MICHAEL	36.00	1 Transactions
999999000	HOFFMAN/BRENDA	30.00	1 Transactions
999999000	HUDRLIK/JOSHUA	21.64	1 Transactions
999999000	KOENIG/MARK	17.68	1 Transactions
999999000	KOPFF/THEODORE	32.00	1 Transactions
999999000	KOZIOL/JOHN	20.00	1 Transactions
999999000	KUHN/PATRICIA	60.00	1 Transactions
999999000	MEISTER/KAJ	45.00	1 Transactions
999999000	MOL/SANDRA	13.28	1 Transactions
999999000	MURPHY/SHAWN	24.88	1 Transactions
999999000	PAGENKOPF/JILL	52.00	1 Transactions
999999000	PROULX/G. A.	50.00	1 Transactions
999999000	RAMSDELL/MICHAEL	200.00	1 Transactions
999999000	RANDALL/ROGER	576.00	1 Transactions
999999000	SANOVIA/ALEX	11.84	1 Transactions

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# Aitkin County



13 Taxes & Penalties

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

Page 14

Vendor No.	Name	Amount			
999999000	SUNDBERG/RICHARD	298.00		1 Transactions	
999999000	THE TITLE GROUP INC	35.78		1 Transactions	
999999000	WEYER/BRENT	12.64		1 Transactions	
<b>13 Fund Total:</b>		<b>1,677.14</b>	<b>Taxes &amp; Penalties</b>	<b>22 Vendors</b>	<b>22 Transactions</b>

# Aitkin County



19 Long Lake Conservation Cen

Audit List for Board

**AUDITOR'S VOUCHERS ENTRIES**

Vendor No.	Name	Amount			
11234	Adam's Pest Control Inc	1,095.00	2	Transactions	
9561	Amazon Business	661.77	2	Transactions	
246	Brothers Fire & Security	6,039.45	2	Transactions	
9085	Climate Makers Inc	385.00	1	Transactions	
7525	Hometown Bldg Supply	871.15	1	Transactions	
8819	Mille Lacs Energy Coop-Aitkin	531.35	1	Transactions	
3160	Mille Lacs Energy Coop-Albert Lea	8,023.82	2	Transactions	
3776	Palisade One Stop	133.38	2	Transactions	
3810	Paulbeck's County Market	102.05	2	Transactions	
10076	PFS Minnesota	1,905.61	2	Transactions	
4761	Sysco Minnesota Inc	1,141.50	1	Transactions	
4968	Upper Lakes Foods, Inc	2,757.62	3	Transactions	
<b>19 Fund Total:</b>		<b>23,647.70</b>			
			<b>Long Lake Conservation Center</b>	<b>12 Vendors</b>	<b>21 Transactions</b>

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4/21/26 12:19PM  
21 Parks

# Aitkin County



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

Vendor No.	Name	Amount			
1818	Glen's Sign Design	360.00		3 Transactions	
3160	Mille Lacs Energy Coop-Albert Lea	69.25		1 Transactions	
10945	Red Beard Lumber Company	22,331.72		1 Transactions	
10339	White Pine Riders	5,876.00		1 Transactions	
5171	Willey's Marine Inc	629.88		1 Transactions	
<b>21 Fund Total:</b>		<b>29,266.85</b>	<b>Parks</b>	<b>5 Vendors</b>	<b>7 Transactions</b>
<b>Final Total:</b>		<b>469,499.40</b>	<b>139 Vendors</b>	<b>241 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	352,530.48	General Fund
2	2,003.70	Reserves Fund
3	31,179.00	Road & Bridge
5	5,969.82	Health & Human Services
9	10,535.50	State
10	12,432.39	Trust
11	256.82	Forest Development
13	1,677.14	Taxes & Penalties
19	23,647.70	Long Lake Conservation Center
21	29,266.85	Parks
<b>All Funds</b>	<b>469,499.40</b>	<b>Total</b>

Approved by, .....

.....

.....



# Board of County Commissioners Agenda Request

## 2W

Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Resolution Amendment #20260324-042 Job Creation Fund- APT

<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> Mark Jeffers		<b>Department:</b> Economic Development
<b>Presenter (Name and Title):</b> Mark Jeffers, Economic Development Coordinator		<b>Estimated Time Needed:</b>
<b>Summary of Issue:</b> <p>Board approved resolution #20260324-042. The Department of Employment and Economic Development has requested an amendment to this resolution to meet their requirements for the Job Creation Fund.</p> <p>The attached amended resolution is presented for approval.</p>		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b> Adopt amended Resolution of support for the Job Creation Fund application.		
<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 #20260324-042 RESOLUTION REGARDING THE SUPPORT OF A JOB CREATION FUND APPLICATION IN CONNECTION WITH AMERICAN PEAT TECHNOLOGY**

**WHEREAS**, American Peat Technology, located in Aitkin County, Minnesota, is proposing a business expansion project that will result in capital investment and the creation of new full time employment opportunities; AND

**WHEREAS**, American Peat Technology intends to apply for assistance through the Minnesota Job Creation Fund administered by the Minnesota Department of Employment and Economic Development; AND

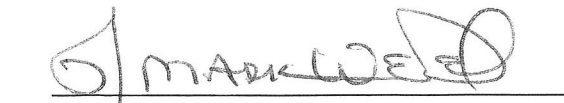
**WHEREAS**, the proposed project is expected to result in the creation of 10 new full-time jobs and approximately \$1.3 million in capital investment in Aitkin County;

**NOW THEREFORE BE IT RESOLVED**, that the Aitkin County Board of Commissioners supports the application of American Peat Technology to the Minnesota Department of Employment and Economic Development for assistance through the Minnesota Job Creation Fund.; AND

**BE IT FURTHER RESOLVED**, that Aitkin County acknowledges the economic benefits of the proposed project and supports the company's efforts to expand operations and create jobs within the County.

Adopted this 24<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}

**Resolution #20260324-042 (Amended) RESOLUTION REGARDING THE SUPPORT OF A JOB  
CREATION FUND APPLICATION IN CONNECTION WITH AMERICAN PEAT**

**WHEREAS**, the County of Aitkin, Minnesota (the “County”), desires to assist American Peat Technology, an environmental technology and manufacturing company, which is proposing to construct and improve a facility in the County; and,

**WHEREAS**, Aitkin County understands that American Peat Technology through and with the support of the County, intends to submit to the Minnesota Department of Employment and Economic Development an application for an award and/or rebate from the Job Creation Fund Program;

**WHEREAS**, Aitkin County held a Board of Commissioners meeting on March 24, 2026, to consider this matter.

**NOW, THEREFORE, BE IT RESOLVED BY THE AITKIN COUNTY BOARD OF COMMISSIONERS**, that the Board of Commissioners adopt the following findings of fact related to the project proposed by American Peat Technology and its application for an award and/or rebate from the Job Creation Fund Program and express their approval.

The Aitkin County Board of Commissioners hereby finds and adopts the reasons and facts supporting the following findings of fact for the approval of the Job Creation Fund Program application:

1. Finding that the project is in the public interest because it will encourage the growth of commerce and industry, prevent the movement of current or future operations to locations outside Minnesota, result in increased employment in Minnesota, and preserve or enhance the state and local tax base.
  - a) American Peat Technology has added 5 executive employees in 2025 with 5 more additions planned for 2026 and up to 10 additional in 2027-2028.
  - b) The building expansion will improve the local and state tax base.
2. Finding that the proposed project, in the opinion of the Board of Commissioners, would not reasonably expect to occur solely through private within the reasonably foreseeable future.
  - a) Funding is needed to support this project. The alternative for American Peat would be to continue their current business model and not expand.
3. Finding that the proposed project conforms to the general plan for the development or redevelopment of the County as a whole.
  - a) Project meets the County Zoning requirements.
  - b) County Board of Commissioners have included business retention/expansion and attraction in the current strategic plan for the County.

4. Finding that the proposed project will afford maximum opportunity, consistent with the sound needs of the County as a whole, for the redevelopment or development of the project by private enterprise.
  - a) American Peat Technology has been a long-term positive influence and employment leader in Aitkin County. Addition of jobs are critical to tax base improvements in Aitkin County.

Adopted this 28<sup>th</sup> Day of April, 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

**2X**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Safety Policy Update

<input type="checkbox"/> REGULAR AGENDA  <input checked="" type="checkbox"/> CONSENT AGENDA	<b>Action Requested:</b>	<input type="checkbox"/> Direction Requested
	<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> Bobbie Danielson	<b>Department:</b> HR Department
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<b>Presenter (Name and Title):</b> Bobbie Danielson, HR Director	<b>Estimated Time Needed:</b> N/A - Consent
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**Summary of Issue:**

As part of a 2026 initiative to review, update, and consolidate the County's Personnel, General Operations, and Safety policies, the Safety Policy section has been completed. This section has been discussed with the Safety Committee and the Department Head Committee. A copy is attached. Key updates include:

Reduced length and improved usability: The policy was shortened and reorganized into an 18-page document (vs. 45-page document) to make it more user-friendly and easier for employees to understand and follow.

Clear structure and organization: Content is now organized into Articles 13 (Workplace Safety) and 14 (Emergency Preparedness & Response), with clearly labeled sections for specific topics such as PPE, hazard communication, workplace violence, and emergency response procedures.

Shift from detailed narrative to practical guidance: The prior version included lengthy, scenario-specific instructions; the new policy provides concise, consistent expectations and allows departments to implement procedures appropriate to their operations.

Flexibility for departments: Departments may maintain additional procedures or addendums where needed, rather than relying on a one-size-fits-all document.

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

Overall, the revision modernizes the policy, improves readability, and provides a more practical framework for maintaining a safe workplace across all departments.

**Recommended Action/Motion:**

Motion to adopt the attached Safety Policy section, replacing all prior versions, effective April 28, 2026.

**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:*

## **Article 13 — WORKPLACE SAFETY RESPONSIBILITIES**

Aitkin County is committed to maintaining a safe and healthy workplace. Departments shall implement and maintain safety programs consistent with applicable federal and state safety regulations.

Supervisors are responsible for enforcing safety rules, providing required training, and addressing unsafe conditions. Employees are responsible for following safety procedures, using required personal protective equipment, participating in safety training, and promptly reporting unsafe conditions, injuries, or accidents to their supervisor.

All employees are expected to cooperate in maintaining a safe work environment and to comply with applicable safety policies and procedures.

### **Safety Programs and Regulatory Compliance**

- 13.01 Bloodborne Pathogens
- 13.02 Personal Protective Equipment (PPE)
- 13.03 Permit-Required Confined Spaces
- 13.04 Lockout / Tagout – Control of Hazardous Energy
- 13.05 Hazardous Substances / Hazard Communication
- 13.06 Toxic Spills – Solid, Liquid, or Gas
- 13.07 Reporting Injuries, Accidents, and Unsafe Conditions
- 13.08 Workplace Violence Prevention

### **13.01 BLOODBORNE PATHOGENS**

Bloodborne pathogens are pathogenic microorganisms present in human blood that can cause disease in humans. These pathogens include, but are not limited to, Hepatitis B virus (HBV) and Human Immunodeficiency Virus (HIV).

Employees whose job duties may reasonably result in contact with blood or other potentially infectious materials shall receive Bloodborne Pathogens training in accordance with applicable safety regulations. They will also be offered the Hepatitis B vaccination at no cost, in accordance with applicable safety regulations.

Occupational exposure may occur during tasks involving contact with blood or bodily fluids, including but not limited to:

- Providing emergency aid or nursing care
- Obtaining laboratory specimens
- Administering medication
- Responding to disturbances, fights, or medical emergencies
- Conducting pat or cell searches
- Cleaning or handling blood or bodily fluid contamination
- Mopping, sanitation, or custodial duties

- Plumbing repairs or sewer inspections
- Assessing garbage or waste materials
- Collecting contaminated water samples
- Working in tile or culvert conduits
- Emptying trash receptacles
- Cleaning urinals, toilets, and drinking fountains
- Litter pickup or similar field work
- Chainsaw use or other tasks where injury exposure may occur

Each department with employees who have occupational exposure to bloodborne pathogens shall maintain a written Exposure Control Plan designed to eliminate or minimize employee exposure, consistent with the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910.1030.

Department-specific Exposure Control Plans (ECP) are maintained and discussed with affected employees. These plans may be maintained in the department or included as addendums to this policy manual.

This policy serves as the County's Bloodborne Pathogens framework. Because occupational exposure risks vary across departments, additional department-specific procedures may be developed, as needed, to address job classifications, tasks, and work practices with potential exposure. These procedures may include guidance on exposure prevention, personal protective equipment, decontamination, regulated waste handling, and exposure incident response. Department-specific procedures are reviewed periodically and made available to affected employees.

### **Training Requirement**

Employees with occupational exposure to blood or other potentially infectious materials are required to complete Bloodborne Pathogens training in accordance with the Occupational Safety and Health Administration (OSHA) Bloodborne Pathogens Standard, 29 CFR 1910.1030. Training shall be provided at the time of initial assignment to duties where occupational exposure may occur and at least annually thereafter. Additional training shall be provided whenever changes in job duties, procedures, or workplace conditions affect an employee's potential exposure.

Training records shall be maintained for a minimum of three (3) years in accordance with OSHA recordkeeping requirements.

### **13.02 PERSONAL PROTECTIVE EQUIPMENT (PPE)**

Aitkin County shall provide appropriate personal protective equipment (PPE) when workplace hazards may expose employees to injury or illness.

Departments are responsible for assessing workplace hazards, determining required PPE, and ensuring employees are trained in its proper use, care, and limitations.

Employees are required to use PPE provided and follow established safety procedures.

Departments whose operations require specialized PPE, including respiratory protection or other hazard-specific equipment, shall maintain department-specific safety procedures consistent with applicable OSHA standards.

### **13.03 PERMIT-REQUIRED CONFINED SPACES**

Departments that conduct operations in permit-required confined spaces shall implement and maintain a departmental Confined Space Entry Program, including an Emergency Action and Rescue Plan that addresses entry into each identified confined space.

The program shall identify permit-required confined spaces, establish safe entry procedures, and include rescue and emergency response procedures appropriate for the specific hazards associated with each confined space.

Department-specific confined space procedures and emergency action plans shall be maintained by the department and distributed to affected employees. These procedures may be included as departmental addendums to this policy manual.

(OSHA 29 CFR 1910.146)

For additional guidance, departments may reference OSHA Publication 3138, Permit-Required Confined Spaces, and NIOSH Publication 80-106, Criteria for a Recommended Standard: Working in Confined Spaces.

### **13.04 LOCKOUT / TAGOUT – CONTROL OF HAZARDOUS ENERGY**

Departments that perform the servicing or maintenance of machines or equipment where the unexpected energization, start-up, or release of stored energy could cause injury to employees shall implement and maintain a Lockout/Tagout (LOTO) Program.

The departmental program shall establish procedures for isolating and controlling hazardous energy sources before employees perform servicing or maintenance activities. Procedures shall include the proper application of lockout and tagout devices to prevent the unexpected energization, start-up, or release of stored energy.

Departments shall develop machine- or equipment-specific procedures, provide appropriate lockout/tagout devices, and ensure that affected employees receive required training on the safe application and removal of energy-control devices.

Department-specific lockout/tagout procedures shall be maintained by the department and distributed to affected employees. These procedures may be included as departmental addendums to this policy manual.

(OSHA 29 CFR 1910.147)

## **HAZARDOUS SUBSTANCES / HAZARD COMMUNICATION**

Departments that use, store, or handle hazardous chemicals in the workplace shall implement and maintain a Hazard Communication Program designed to inform employees of chemical hazards and the measures necessary to protect themselves.

In accordance with the Occupational Safety and Health Administration (OSHA) Hazard Communication Standard, departments shall:

- Maintain an inventory of hazardous chemicals present in the workplace
- Ensure Safety Data Sheets (SDS) for each hazardous chemical are readily accessible to employees
- Ensure containers of hazardous chemicals are properly labeled with hazard information
- Provide training to employees regarding chemical hazards and safe handling procedures

Safety Data Sheets (SDS) provide information about the hazards of a chemical, precautions for safe handling, storage, and use, and recommended emergency and first-aid procedures.

Departments that use or store hazardous substances shall also develop appropriate emergency procedures for incidents involving hazardous materials, consistent with applicable workplace safety requirements.

Department heads shall ensure employees receive Hazard Communication training prior to working with hazardous chemicals and whenever new hazards are introduced.

Department-specific Hazard Communication programs, chemical inventories, and related procedures shall be maintained by the department and distributed to affected employees. These materials may be included as departmental addendums to this policy manual.

(OSHA 29 CFR 1910.1200)

For additional information regarding emergency response to hazardous materials incidents, refer to 29 CFR 1910.120(q) and OSHA Publication 3114, Hazardous Waste and Emergency Response Operations.

### **13.05 TOXIC SPILLS – SOLID, LIQUID, OR GAS**

A toxic spill or release occurs when a hazardous substance—solid, liquid, or gas—escapes from its container or controlled environment and creates a potential threat to human health or the environment. Releases may occur from industrial accidents, transportation incidents such as train derailments or tanker truck accidents, or other hazardous materials events affecting water, land, or underground systems.

In the event of a toxic spill or hazardous materials release in or near a County facility, employees shall follow emergency instructions issued by law enforcement, emergency responders, or authorized County officials.

When notified of a nearby toxic spill or release, employees should immediately move indoors and take the following precautions unless otherwise directed by emergency officials:

- Close all windows and exterior doors
- Shut down air conditioning, heating, and fresh-air ventilation systems if possible
- Remain indoors until further instructions are provided by emergency authorities

If evacuation is ordered, employees shall follow the directions of emergency personnel and relocate to the designated emergency relocation site identified for their department or facility. Relocation sites may vary depending on the nature and location of the incident but may include County facilities such as the Land Department, Highway (Road & Bridge) facility, Long Lake Conservation Center, Aitkin County Fairgrounds, McGregor Airport/Industrial Park, or other designated public facilities.

Maps and additional emergency procedures may be maintained as departmental addendums to this policy manual and distributed to applicable employees.

### **13.06 REPORTING INJURIES, ACCIDENTS, AND UNSAFE CONDITIONS**

Employees must promptly report all workplace injuries, accidents, near-miss incidents, and unsafe conditions to their supervisor.

Supervisors shall ensure appropriate incident documentation is completed and that corrective actions are taken when necessary to prevent recurrence.

### **13.07 WORKPLACE VIOLENCE PREVENTION**

Aitkin County is committed to maintaining a workplace free from violence, threats, intimidation, and harassment.

Employees should report threatening behavior, harassment, or suspicious activity that may indicate a potential workplace violence concern to their supervisor, law enforcement, or authorized County officials.

Employees should not attempt to confront potentially dangerous individuals and should remove themselves from unsafe situations when possible.

Supervisors shall promptly report and address workplace violence concerns in coordination with County leadership and law enforcement when appropriate.

### **13.08 EMPLOYEE SAFETY DURING FIELD WORK / CLIENT VISITS**

Employees who conduct work outside County facilities, including field inspections, home visits, or other off-site duties, should take reasonable precautions to ensure personal safety.

Employees should:

- Inform their supervisor or coworkers of their destination and expected return time when conducting field work.
- Carry a phone or communication device when possible.
- Remain aware of surroundings and exit routes.
- Avoid entering situations that appear unsafe.
- Leave immediately and contact law enforcement if a situation becomes threatening.

Departments whose employees regularly perform field work may establish additional safety procedures appropriate to their operations.

### **13.09 EMERGENCY EQUIPMENT AWARENESS**

Employees should familiarize themselves with the location of emergency equipment within their work areas, including:

- Fire extinguishers
- First aid kits
- Eye wash stations
- Automated External Defibrillators (AEDs)
- Emergency exits and alarm pull stations

Departments shall ensure emergency equipment remains accessible and properly maintained.

## **Article 14 — EMERGENCY PREPAREDNESS & RESPONSE**

Aitkin County maintains emergency preparedness and response procedures to help protect employees, visitors, and County operations during emergencies. This article outlines general guidance for communication, evacuation, emergency response, and employee responsibilities during workplace emergencies.

Emergency situations may require immediate action. Employees should not delay contacting emergency services or taking protective action if they believe an immediate threat to life or safety exists.

During an emergency, employees shall follow instructions provided by law enforcement, emergency responders, or authorized County officials.

Employees should not place themselves at risk when responding to an emergency and should act only within the scope of their training.

### **Emergency Management and Coordination**

- 14.01 Emergency Planning
- 14.02 Employee Communication
- 14.03 Emergency Training and Drills
- 14.04 Media Communications
- 14.05 Workplace Emergencies
- 14.06 Authority and Chain of Command
- 14.07 Crisis Management Team

### **Fire and Building Evacuation**

- 14.08 Fire Evacuation Procedures
- 14.09 Evacuation Procedures, Including Routes and Exits
- 14.10 Assembly and Accountability After Evacuation

### **Emergency Medical Response**

- 14.11 Emergency Medical Response and Rescue Duties
- 14.12 Serious Injury or Death

### **Natural Hazards**

- 14.13 Flood Safety
- 14.14 Severe Thunderstorms
- 14.15 Tornado / Severe Storm Shelter Procedures

### **Security Incidents**

- 14.16 Demonstrations or Disturbances
- 14.17 Lockdown Procedures
- 14.18 Hostile Intruder / Active Threat
- 14.19 Bomb Threat

### **Emergency Resources**

- 14.20 Emergency Phone Numbers

#### **14.01 EMERGENCY PLANNING**

Aitkin County maintains an Emergency Action Plan to help protect employees and the public during emergency situations. This section outlines emergency communication procedures, employee training requirements, and the responsibilities of County leadership and staff in responding to workplace emergencies, evacuations, and other critical incidents.

#### **14.02 EMPLOYEE COMMUNICATION**

Each department must maintain a reliable method to communicate with employees during emergencies or organizational closures. Departments should maintain current employee contact information, including home phone numbers and emergency contacts.

Department heads should periodically test communication systems to ensure employees can be reached.

#### **14.03 EMERGENCY TRAINING AND DRILLS**

Department heads are responsible for ensuring employees receive training on emergency procedures, including:

- Roles and responsibilities during emergencies
- Emergency notification and communication procedures
- Evacuation and shelter procedures
- Accountability procedures for employees
- Location and use of emergency equipment and shutdown procedures

Departments should conduct emergency drills periodically and review results to improve procedures.

#### **14.04 MEDIA COMMUNICATIONS**

All media inquiries must be referred to the designated County spokesperson. The County Administrator, or designee, serves as the official County spokesperson during emergencies.

#### **14.05 WORKPLACE EMERGENCIES**

A workplace emergency is any unexpected event that threatens employees, the public, or County operations. Examples include:

- Floods
- Tornadoes
- Fires
- Toxic gas releases
- Chemical spills
- Explosions

- Civil disturbances
- Workplace violence

#### **14.06 AUTHORITY AND CHAIN OF COMMAND**

The County Administrator, in coordination with the Sheriff, is responsible for activating the emergency plan and directing evacuations or shutdowns when necessary.

Responsibilities include:

- Assessing the situation and activating emergency procedures
- Coordinating evacuation and response efforts
- Coordinating with emergency services
- Directing shutdown of operations when required

Department heads and supervisors assist in implementing emergency procedures within their departments.

#### **14.07 CRISIS MANAGEMENT TEAM**

The Aitkin County Crisis Management Team includes:

- County Administrator
- County Sheriff
- County Attorney
- HHS Director
- County Engineer
- County Auditor
- LLCC Business Manager
- Human Resources Director
- IT Director
- Facilities Coordinator

Additional staff may be assigned as needed.

The County Administrator, in coordination with the Sheriff, has authority to activate the Crisis Management Team, direct emergency response actions, and coordinate recovery efforts.

### **FIRE AND BUILDING EVACUATION**

#### **14.08 FIRE EVACUATION PROCEDURES**

Employees shall be familiar with evacuation routes, exits, fire alarm pull stations, fire extinguishers, and first aid equipment located within their work areas.

##### **Fire Emergency Response**

If an employee discovers smoke or fire:

### **Employee Actions**

- Activate alarm
- Call 911
- Evacuate building
- Proceed to assembly area

### **Supervisory Responsibilities**

- Account for employees
- Report missing individuals

When a fire alarm sounds, all employees and visitors shall immediately evacuate the building.

### **Evacuation Procedures**

During evacuation:

- Use the nearest safe exit or stairwell.
- Do not use elevators during a fire evacuation.
- Close doors behind you when exiting, if safe to do so.
- Inform clients and visitors to proceed to the nearest designated storm shelter and offer assistance to those who may need help. If a visitor or client declines or refuses to go to the designated assembly area after being informed, employees should proceed to the assembly area and should not delay their own safety.
- Proceed to the department's designated assembly area.

### **Accountability and Re-Entry**

Department heads and supervisors shall account for employees at the assembly area and report any missing individuals to law enforcement, emergency responders, or the County Administrator.

Employees shall remain in place until an official all-clear is issued by Aitkin County Dispatch through the Everbridge Emergency Alert System or authorized by law enforcement, emergency responders, or authorized County officials.

### **Facilities Coordination**

The Facilities Coordinator or designee will meet responding emergency personnel and provide building information as needed.

## **14.09 EVACUATION PROCEDURES, INCLUDING ROUTES AND EXITS**

Each department shall ensure that employees are informed of evacuation procedures, including available evacuation routes and exits for their work areas. This information may be communicated through departmental procedures, employee training, safety meetings, or posted materials where available.

Department heads are responsible for identifying primary and secondary evacuation routes and exits within their respective work areas and ensuring employees are familiar with them.

To the extent possible under prevailing conditions, evacuation routes and exits should:

- Be clearly identifiable and adequately illuminated.
- Be of sufficient width to accommodate the number of occupants evacuating.
- Remain unobstructed and free of debris at all times.
- Be located and maintained to minimize exposure to additional hazards during evacuation.

Employees who may require evacuation assistance are encouraged to notify their supervisor so appropriate planning can occur.

Department heads shall designate employees, when appropriate, to assist with evacuation procedures. These responsibilities may include assisting coworkers or visitors with disabilities or mobility limitations, checking offices, conference rooms, restrooms, and other areas to ensure all occupants have evacuated, and closing fire doors when exiting the area.

Employees should not place themselves at risk when assisting others and should follow instructions provided by emergency responders.

Elevators shall not be used during fire-related evacuations unless specifically directed by emergency responders.

Employees assigned evacuation assistance responsibilities shall receive training coordinated by the Facilities Coordinator. Training will include familiarization with the workplace layout and alternative escape routes in the event the primary route becomes blocked or unsafe. These measures are intended to support a safe, orderly, and efficient evacuation of all personnel during an emergency.

#### **14.10 ASSEMBLY AND ACCOUNTABILITY AFTER EVACUATION**

Following an evacuation, all employees shall report to their department's designated assembly area and remain there until further instructions are provided. Prompt and accurate accountability of personnel is essential to ensure the safety of all occupants and to assist emergency responders if individuals remain unaccounted for.

Department heads, supervisors, or their designees are responsible for conducting a head count of employees at the assembly area as soon as practical after evacuation. Any employees who are not accounted for shall be promptly reported to the County Administrator or emergency responders.

Employees who were assisting clients, visitors, or members of the public at the time of the evacuation should notify their supervisor if any such individuals cannot be accounted for at the assembly area.

Employees shall remain in place until an official all-clear is issued by Aitkin County Dispatch through the Everbridge Emergency Alert System or authorized by law enforcement, emergency responders, or authorized County officials.

If the situation requires additional action, the County Administrator or Sheriff may authorize further measures, including directing employees to relocate to an alternate assembly area, dismissing employees for the remainder of the day, or arranging transportation to an alternate location.

These procedures are intended to support efficient accountability of personnel and coordination with emergency responders during an emergency event.

## **EMERGENCY MEDICAL RESPONSE**

### **14.11 EMERGENCY MEDICAL RESPONSE AND RESCUE DUTIES**

Rescue or medical assistance shall only be provided within the scope of an employee's training, equipment, and certifications. Employees who are not properly trained or equipped shall not attempt rescue operations and shall instead follow established emergency procedures, including contacting emergency services and notifying appropriate personnel.

Employees should not place themselves at risk while attempting to assist others and should follow the direction of emergency responders.

#### **First Aid, CPR, and AED Training**

The County periodically offers onsite First Aid and CPR/AED training opportunities. Employees interested in participating should contact their department head. Department heads may coordinate with the Human Resources Department to obtain information regarding upcoming training sessions.

Employees who receive this training may assist in providing first aid within the scope of their training until emergency responders arrive.

First Aid Kits and Automated External Defibrillators (AEDs) are located throughout County facilities. Employees should familiarize themselves with First Aid Kit and AED locations within their work area.

#### **Naloxone Training and Kits**

Employees interested in carrying naloxone must first obtain approval from their department head. Approved employees must complete naloxone training annually, either online or in

person. Naloxone training is available through Aitkin County Health & Human Services, Public Health Division.

Employees who receive department head approval and complete the required training should contact the Opioid Coordinator in Health and Human Services (HHS) to schedule a meeting to obtain a naloxone kit, receive an overview of proper usage procedures, and review required reporting procedures following administration.

#### **14.12 SERIOUS INJURY OR DEATH**

If a serious injury or medical emergency occurs on County property:

- Call 911 immediately.
- Provide first aid within the scope of your training until emergency responders arrive.
- Do not move the injured person unless necessary to prevent further harm.
- Keep the area clear of non-essential personnel.
- Notify your supervisor or the County Administrator as soon as possible.

Supervisors shall ensure the incident is reported and documented in accordance with County reporting procedures.

Employees should follow instructions provided by law enforcement, emergency responders, or authorized County officials during and after the incident.

### **NATURAL HAZARDS**

#### **14.13 FLOOD SAFETY**

Flooding may occur when rivers, lakes, or drainage systems overflow due to heavy rain, snowmelt, or other conditions. Employees should remain aware of weather conditions and follow official alerts issued by the National Weather Service or local emergency management. Employees shall avoid flooded areas and should not walk or drive through floodwaters. Floodwaters may be deeper or faster moving than they appear and can create hazardous conditions.

If flooding threatens a County facility or work area, employees shall follow directions provided by law enforcement, emergency responders, or authorized County officials. Employees may be directed to evacuate, relocate to higher ground, or leave the facility depending on the situation.

Department heads and supervisors are responsible for monitoring emergency alerts, communicating relevant information to staff, and implementing evacuation or relocation procedures if directed by County leadership or emergency responders.

#### **14.14 SEVERE THUNDERSTORMS**

Severe thunderstorms may produce damaging winds, lightning, hail, and heavy rainfall. Employees should remain aware of weather conditions and follow alerts issued by the National Weather Service.

### **Severe Thunderstorm Watch**

A Severe Thunderstorm Watch indicates that conditions are favorable for severe thunderstorms in the area.

When a watch is issued:

- Dispatch may distribute notifications through County communication systems.
- Employees should remain alert and prepared to take protective action if conditions worsen.
- Normal operations may continue unless further instructions are issued.

### **Severe Thunderstorm Warning**

A Severe Thunderstorm Warning indicates that severe weather has been reported or detected by radar and poses an immediate threat.

When a warning is issued:

### **Employee Actions**

- Move promptly to the nearest designated storm shelter area.
- Inform clients and visitors to proceed to the nearest designated storm shelter and offer assistance to those who may need help. If a visitor declines or refuses to go to the shelter after being informed, employees should proceed to the shelter and should not delay their own safety.
- Remain in the shelter area until further instructions are provided.

### **Supervisory Responsibilities**

- Direct employees and visitors to the nearest designated storm shelter area.
- Account for employees once shelter is reached.
- Report missing individuals to law enforcement, emergency responders, or authorized County officials.

Employees shall remain in the shelter area until the threat has passed and further instructions are provided by law enforcement, emergency responders, or authorized County officials.

*If an employee chooses not to take shelter when a severe thunderstorm or tornado warning is issued, or elects to leave the worksite using PTO after notifying their supervisor, they do so at their own risk.*

## **14.15 TORNADO AND SEVERE STORM SHELTER PROCEDURES**

### **Tornado Watch**

A Tornado Watch indicates that weather conditions are favorable for tornado development in the area.

When a tornado watch is issued:

- Dispatch may notify employees through County communication systems.
- Employees should remain alert and prepared to move to shelter if conditions worsen.
- Normal operations may continue unless further instructions are provided.

### **Tornado Warning**

A Tornado Warning indicates that a tornado has been sighted or detected by radar and poses an immediate threat.

When a tornado warning is issued:

### **Employee Actions**

- Proceed immediately to the nearest designated tornado or storm shelter area.
- Inform clients and visitors to proceed to the nearest designated tornado or storm shelter area and offer assistance to those who may need help. If a client or visitor declines or refuses after being informed, employees should proceed to the shelter and should not delay their own safety.
- Remain in the shelter area until further instructions are provided.

### **Supervisory Responsibilities**

- Direct employees and visitors to shelter areas.
- Account for employees once shelter is reached.
- Report missing individuals to law enforcement, emergency responders, or authorized County officials.

Employees shall remain in the shelter area until the tornado warning has expired, an official all-clear is communicated by Aitkin County Dispatch through the Everbridge Emergency Alert System, or direction is provided by law enforcement, emergency responders, or authorized County officials.

*If an employee chooses not to take shelter when a severe thunderstorm or tornado warning is issued, or elects to leave the worksite using PTO after notifying their supervisor, they do so at their own risk.*

## **SECURITY INCIDENTS**

### **14.16 DEMONSTRATIONS OR DISTURBANCES**

Demonstrations or disturbances may occasionally occur at County facilities. In most situations, building evacuation will not be required.

If a demonstration or disturbance occurs:

**Employee Actions**

- Remain calm and follow instructions from law enforcement or authorized County officials.
- Secure work areas as appropriate.
- Limit unnecessary movement within the building.
- Do not engage with demonstrators or attempt to intervene.

**Supervisory Responsibilities**

- Coordinate with law enforcement as directed.
- Communicate instructions to employees.
- Implement building safety measures if directed by authorized County officials.

The County Administrator may coordinate with law enforcement and implement additional safety measures, including restricting access to certain areas of the building or initiating a building lockdown if necessary.

Employees should report any safety concerns or suspicious activity to their supervisor or law enforcement.

**14.17 LOCKDOWN PROCEDURES**

A lockdown may be initiated when there is a threat to the safety of employees or visitors within a County facility.

Lockdowns may be ordered by the Sheriff, County Administrator, or law enforcement personnel.

When a lockdown is initiated:

**Employee Actions**

- Secure work areas by locking doors and restricting entry where possible.
- Remain inside a secure location and stay out of hallways.
- Silence electronic devices and minimize visibility.
- Do not open doors until directed by law enforcement.

**Supervisory Responsibilities**

- Ensure employees are secured in safe locations.
- Communicate instructions from law enforcement or County officials.
- Assist with accountability of employees if directed.

Employees shall remain in place until an official all-clear is issued by Aitkin County Dispatch through the Everbridge Emergency Alert System or authorized by law enforcement, emergency responders, or authorized County officials.

Lockdown procedures may be practiced periodically to ensure employees are familiar with these safety measures.

#### **14.18 HOSTILE INTRUDER / ACTIVE SHOOTER**

A hostile intruder or active threat situation involves an individual who poses an immediate danger to employees or visitors within a County facility.

Employees should report threatening behavior, harassment, or suspicious activity that may indicate a potential workplace violence concern to their supervisor or law enforcement.

If a hostile intruder situation occurs:

##### **Employee Actions**

- Call 911 when safe to do so.
- Notify a supervisor or the County Administrator if possible.
- Leave the area if safe or secure yourself in a safe location.
- Follow Lockdown Procedures if directed.

##### **Supervisory Responsibilities**

- Communicate instructions from law enforcement or emergency responders.
- Assist with coordination of employee safety measures as directed.

Employees shall remain in place until an official all-clear is issued by Aitkin County Dispatch through the Everbridge Emergency Alert System or authorized by law enforcement, emergency responders, or authorized County officials.

#### **14.19 BOMB THREAT**

Bomb threats may be received by phone, written communication, or other means. All bomb threats must be taken seriously and reported immediately.

##### **Employee Actions**

If a bomb threat is received:

- Call 911 immediately.
- Notify your supervisor, department head, or the County Administrator.
- Provide any information available about the threat.
- Follow instructions provided by law enforcement, emergency responders, or authorized County officials.

Employees shall evacuate the building if directed to do so and proceed to the designated assembly area.

Employees shall remain in place until an official all-clear is issued by Aitkin County Dispatch through the Everbridge Emergency Alert System or authorized by law enforcement, emergency responders, or authorized County officials.

### **Supervisory Responsibilities**

Department heads and supervisors shall:

- Assist with evacuation if directed.
- Account for employees at the assembly area.
- Report any missing individuals to law enforcement, emergency responders, or the County Administrator.

See Appendix for Bomb Threat Call Checklist

## **EMERGENCY RESOURCES**

### **14.20 EMERGENCY PHONE NUMBERS**

Dial **911** for fire, medical, or law enforcement emergencies.

### **14.21 APPENDIX – EMERGENCY FORMS**

Bomb Threat Call Checklist

Tornado and Severe Storm Shelter Locations

Designated Fire Assembly Areas

Other forms as applicable

**File Notes:** A single policy acknowledgment form will be used to acknowledge receipt and understanding of the Personnel Policy, Safety Policy and Emergency Action Plan, and General Operations Policy.

*Safe room, storm shelter, and designated assembly areas will be provided to all staff.*

**AITKIN COUNTY BOARD SPECIAL MEETING/COMMITTEE OF THE WHOLE  
April 21, 2026**

**Call to Order**

The Aitkin County Board of Commissioners met the 21<sup>st</sup> day of April, 2026 at 1:00 p.m. at the Aitkin Government Center with the following members present: Board Chair J. Mark Wedel, Commissioners Laurie Westerlund and Bret Sample. Commissioner Michael Kearney was present via interactive technology due to an out-of-town commitment and was seen and heard in the meeting room. Also present were County Administrator David Minke, Administrative Assistant April Kellerman, Land Commissioner D.J. Thompson, County Auditor Kathleen Ryan, Economic Development Coordinator Mark Jeffers, Facilities Coordinator Jim Bright, County Sheriff Dan Guida and Long Lake Conservation Center Staff: Manager Dave McMillan, Education Coordinator Beth Haasken, Food Service Coordinator Joel Hoppe and Naturalists Katie Murphy, Marla Richter and Julia Kuhns.

Commissioner Travis Leiviska was absent.

Land Commissioner D.J. Thompson presented on the Long Lake Conservation Center including information on the history and purpose, economic impact, operating budget, programming, current needs and capital improvements, and opportunities.

Public comments by Long Lake Conservation Foundation president Bob Marcum, Long Lake Conservation Foundation Board Member Pat Murphy and Long Lake Conservation Board member and McGregor Schools Community Education Director Cheryl Meld, who brought some students in to talk about their experiences at Long Lake Conservation Center.

**Adjourn**

Motion by Commissioner Westerlund, seconded by Commissioner Sample and upon a roll call vote carried 4-0 to adjourn the meeting at 3:02 p.m. with the next regular meeting on Tuesday, April 28, 2026 at the Aitkin County Government Center.

\_\_\_\_\_  
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: 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



Audit List for Board

**AUDITOR'S VOUCHERS ENTRIES**

Health & Human Services

<u>Vendor No.</u>	<u>Name</u>	<u>Amount</u>	
88284	Aitkin Co Recorder	26.00	1 Transactions
9561	Amazon Business	82.62	3 Transactions
9608	AMAZON CAPITAL SERVICES (HHS only)	45.44	4 Transactions
9716	BOBER/ANDY & JILL	472.20	4 Transactions
783	Canon Financial Services, Inc	179.97	3 Transactions
9271	Family Pathways	570.00	2 Transactions
9100	Frye/Duel	123.30	3 Transactions
6110	Lakes & Pines CAC, Inc	7,064.08	1 Transactions
10936	Manley/Erin	868.50	10 Transactions
89163	NEMOJT	19,103.50	2 Transactions
9014	PAPER STORM	50.40	3 Transactions
3950	Public Utilities	645.88	3 Transactions
10991	Purpose Driven Recovery Home	830.48	1 Transactions
10394	Resource Training & Solutions	2,176.47	11 Transactions
10690	Tactical Care	9,890.40	4 Transactions
10994	Ubiquiti Inc	1,812.50	1 Transactions
10944	Waller/Betty	100.00	1 Transactions
<b>Final Total .....</b>		<b>44,041.74</b>	<b>17 Vendors</b>
			<b>57 Transactions</b>

# Aitkin County



**Recap by Fund**

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
5	43,211.26	Health & Human Services
25	830.48	Opioid Remediation Settlement
<b>All Funds</b>	<b>44,041.74</b>	<b>Total</b>

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



# Board of County Commissioners Agenda Request

**3A**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Summary of 2025 Apportionment

<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> Dennis (DJ) Thompson		<b>Department:</b> Land
<b>Presenter (Name and Title):</b> Dennis (DJ) Thompson, Land Commissioner		<b>Estimated Time Needed:</b> 10 Minutes
<b>Summary of Issue:</b> I would like to give a presentation on the 2025 apportionment.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b>		
<b>Financial Impact:</b> Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

Aitkin  
County  
Land  
Department

**2025**  
**APPORTIONMENT**

## **What is Apportionment?**

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

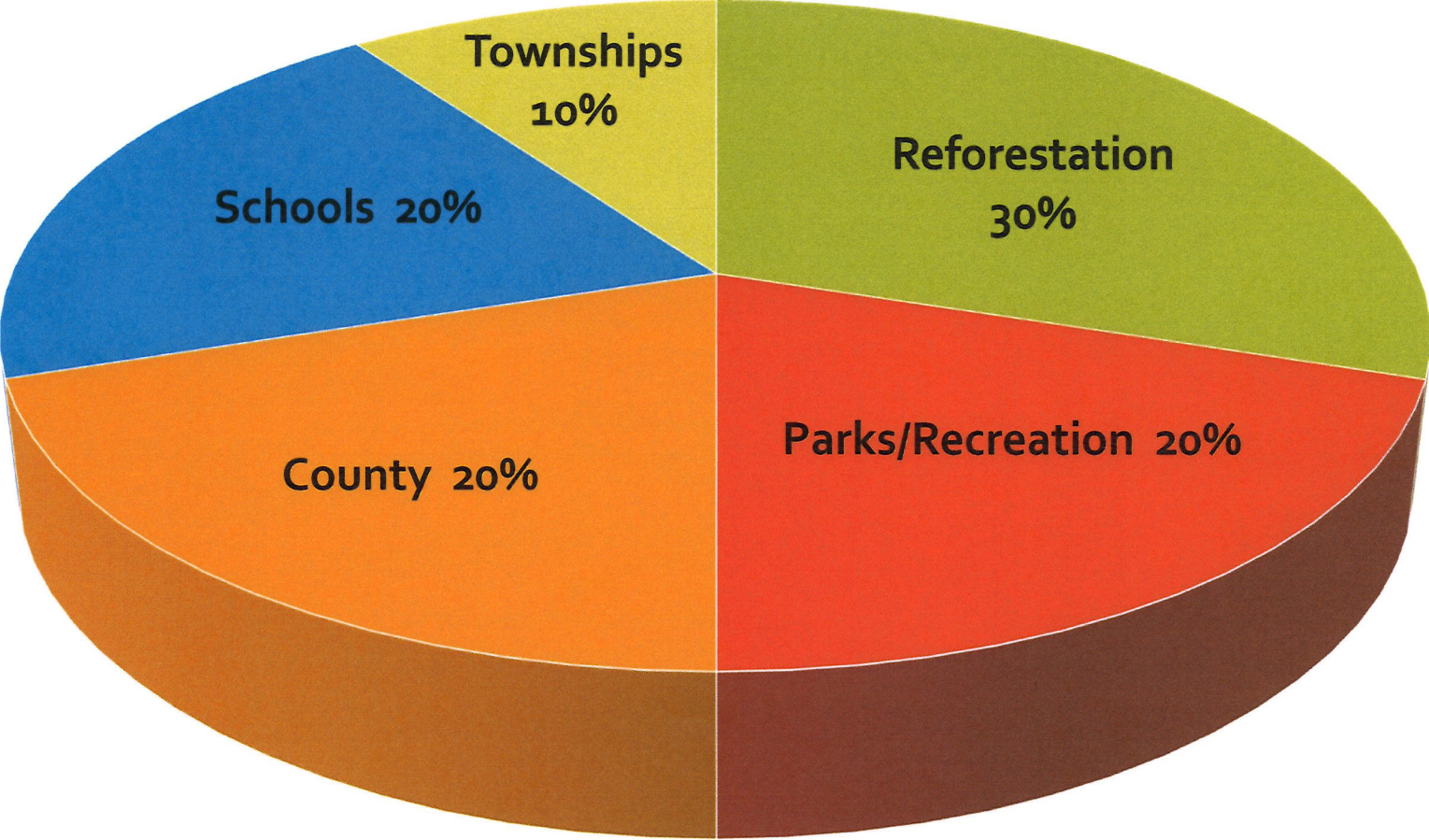
# Money Comes From...

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

# 2025 Sources of Income

- 80% Timber
- 18% Land Sales
- 2% Leases/Easements

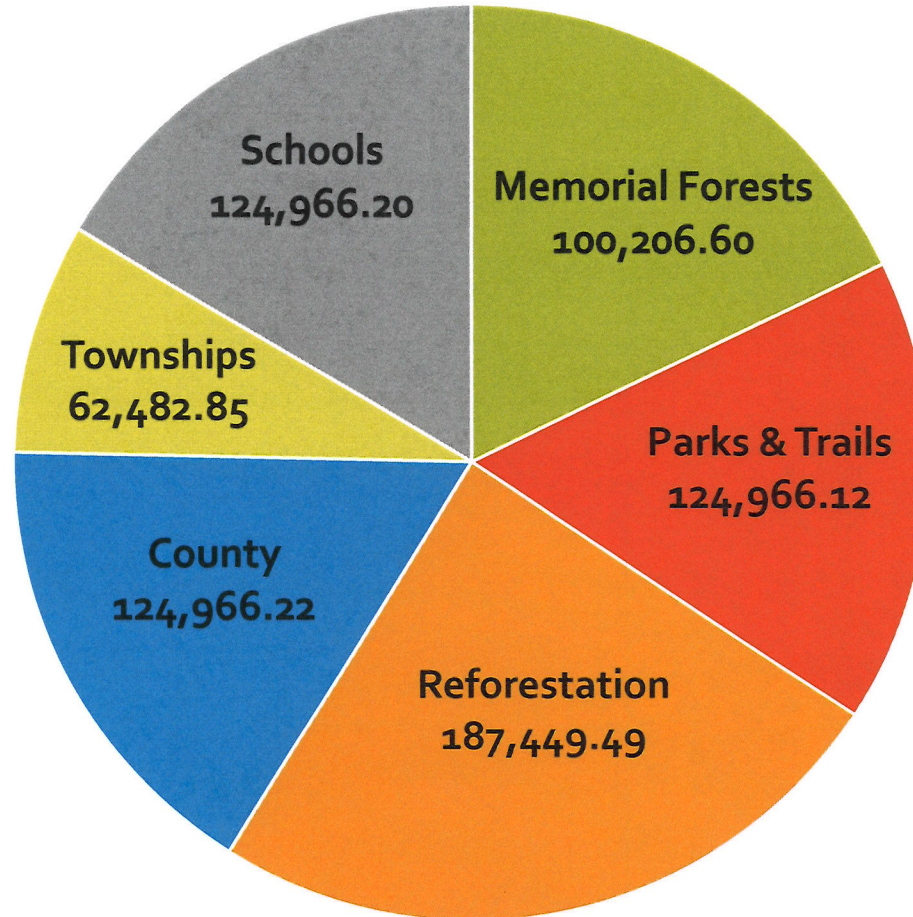
# Apportionment Percentages



# APPORTIONMENT HIGHLIGHTS

- 2025 revenue from FTS was \$1,479,508
- 2025 total apportionment was \$725,037
- 2026 is off to a slow start

## 2025 Apportionment \$725,037



2025 Schools = \$124,966.20

\$72,615.20 McGregor

\$27,252.61 Hill City

\$17,739.81 Aitkin

\$4,029.31 Isle

\$1,664.82 Floodwood

\$1,208.74 Willow River

\$455.71 Hinckley-Finlayson

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

**QUESTIONS...**



# Board of County Commissioners Agenda Request



**Requested Meeting Date:** 4-28-26

**Title of Item:** BNSF Agreement BF-20524069

<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
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<b>Submitted by:</b> John Welle	<b>Department:</b> Highway Department
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<b>Presenter (Name and Title):</b> John Welle, Aitkin County Engineer	<b>Estimated Time Needed:</b> 15 minutes
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**Summary of Issue:**

As part of the County Highway 5 reconstruction project through the Kimberly area, the new roadway alignment in the vicinity of the BNSF railroad requires a new physical location of the railroad crossing as well as an easement from BNSF for the new road location on BNSF property. In addition, the contractor that is awarded the construction contract for this project later this year will be required, by our contract, to enter into an agreement with BNSF that outlines numerous construction and administrative requirements when working on the railroad property.

The attached Agreement BF-20524069 has been developed to address all of the aforementioned items. The Grade Crossing Construction and Maintenance Agreement contains numerous requirements including payments from Aitkin County to BNSF of a \$2,500 administrative fee, a \$2,500 Temporary Construction License Fee, \$20,905 for an easement across BNSF property, and payment for a new concrete crossing surface which is estimated in Exhibit D at \$168,710. The agreement also contains the follows exhibits: Exhibit A Easement Drawings and Easement Agreement, Exhibit B Memorandum of Easement, Exhibit C Contractor Requirements, and Exhibit C-1 Agreement between BNSF and the Contractor.

The County Attorney has reviewed this agreement and has found it to be appropriate as to form and content.

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

**Recommended Action/Motion:**  
Recommend motion to authorize Aitkin County Engineer to enter into Agreement BF-20524069.

**Financial Impact:**

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

*What is the total cost, with tax and shipping?* \$ \$194,615

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

\$200,000 was budgeted for right of way acquisition in 2023 and 2022 and 2025  
 \$6,500,000 was budgeted for construction in 2026



Contract Number: BF-20524069

**GRADE CROSSING CONSTRUCTION AND MAINTENANCE AGREEMENT**

**BNSF File No.: BF-20524069**  
**Mile Post 79.673**  
**Line Segment 27**  
**U.S. DOT Number 982816T**  
**Brainerd Subdivision**

This Agreement ("**Agreement**"), is executed to be effective as of \_\_\_\_\_ ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**BNSF**") and **Aitkin County**, a political subdivision of the State of Minnesota ("**Agency**").

**RECITALS**

WHEREAS, BNSF owns and operates a line of railroad in and through the town of Kimberly, State of Minnesota; and

WHEREAS, in the interest of aiding vehicular travel and public safety, the Agency is undertaking a project to remove the existing crossing designated as CSAH 5 U.S. D.O.T. No. 076238S Line Segment 27 Mile Post 79.695. Upon the removal of the aforementioned crossing, a new roadway to be known as CSAH 5 U.S. D.O.T. No. 982816T will be constructed at LS 27 MP 79.673 on a new roadway easement across the BNSF right-of-way as indicated on the Exhibit A, attached hereto and incorporated herein; and

WHEREAS, the existing at-grade crossing known as CSAH 5, Milepost 79.695, DOT No. 076238S, Line Segment 27, Brainerd Subdivision, Twin Cities Division will be permanently closed, vacated, abandoned, and removed upon completion of construction and the placing in service of said new CSAH 5 U.S. D.O.T. No. 982816T at-grade crossing; and

WHEREAS, the parties agree that the RAILROAD will receive no ascertainable benefit from the installation of advance warning signs or pavement marking stop bars; and

WHEREAS, the Agency desires BNSF to install a new crossing surface at CSAH 5 U.S. D.O.T. No. 982816T with a new concrete and rubber crossing surface; and

WHEREAS, the Agency is paying for the acquisition and installation of the new crossing surface at CSAH 5 U.S. D.O.T. No. 982816T; and



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WHEREAS, the BNSF agrees to purchase and install, at AGENCY'S sole expense, the new crossing surface described in the scope of work herein, and upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements of the parties contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

### **ARTICLE I – SCOPE OF WORK**

- 1) The term "**Project**" as used herein includes any and all work related to the construction of the new CSAH 5 U.S. D.O.T No. 982816T crossing and closure of U.S. D.O.T No. 076238S by Agency (hereinafter referred to as the "**Crossing**") by BNSF, more particularly described on the Exhibit A, including, but not limited to, any and all changes to telephone, telegraph, signal and electrical lines and appurtenances, temporary and permanent track work, fencing, grading, alterations to or new construction of drainage facilities, preliminary and construction engineering and contract preparation and the permanent removal, closure, vacation, and abandonment of the at-grade crossing known as CSAH 5, Milepost 79.695, U.S. D.O.T No. 076238S, Line Segment 27, Brainerd Subdivision, Twin Cities Division.

### **ARTICLE II – RAILROAD OBLIGATIONS**

In consideration of the covenants of Agency set forth herein and the faithful performance thereof, BNSF agrees as follows:

- 1) Upon Agency's payment to BNSF of an administrative fee in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500), together with the Temporary Construction License Fee in the sum of Two Thousand Five Hundred and No/100 Dollars (\$2,500), BNSF hereby grants to Agency, its successors and assigns, upon and subject to the terms and conditions set forth in this Agreement, a temporary non-exclusive license (hereinafter called, "Temporary Construction License") to construct the Crossing across or upon the portion of BNSF's right-of-way described further on Exhibit A-1, attached hereto and incorporated herein, excepting and reserving BNSF's rights, and the rights of any others who have obtained, or may obtain, permission or authority from BNSF, to do the following:
  - A. Operate, maintain, renew and/or relocate any and all existing railroad track or tracks, wires, pipelines and other facilities of like character upon, over or under the surface of said right-of-way;



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- B. Construct, operate, maintain, renew and/or relocate upon said right-of-way, without limitation, such facilities as the BNSF may from time to time deem appropriate;
- C. Otherwise use or operate the right-of-way as BNSF may from time to time deem appropriate.

The term of the Temporary Construction License begins on the Effective Date and ends on the earlier of (i) substantial completion of the Structure, or (ii) eighteen (18) months following the Effective Date. The Temporary Construction License and related rights given by BNSF to Agency in this provision are without warranty of title of any kind, express or implied, and no covenant of warranty of title will be implied from the use of any word or words herein contained. The Temporary Construction License is for construction of the Crossing only and shall not be used by Agency for any other purpose. Agency acknowledges and agrees that Agency shall not have the right, under the Temporary Construction License, to use the Crossing for any other purpose than construction. In the event Agency is evicted by anyone owning or claiming title to or any interest in said right-of-way, BNSF will not be liable to Agency for any damages, losses or any expenses of any nature whatsoever. The granting of similar rights to others, subsequent to the date of this Agreement, will not impair or interfere with the rights granted to Agency herein.

Upon Agency's payment to BNSF of the additional sum of Twenty Thousand Nine Hundred Five and No/100 Dollars (\$20,905), such payment to be made within thirty (30) days of issuing the Notice to Proceed pursuant to Article III, Section 16 of this Agreement, and provided further that Agency is in compliance with the term and conditions of this Agreement, BNSF will grant to Agency, its successors and assigns, an easement (hereinafter called, the "Easement") to enter upon and use that portion of BNSF's right-of-way as is necessary to use and maintain the Crossing, substantially in the form of Exhibit B attached to this Agreement. If Agency fails to pay BNSF within the thirty day time period set forth in the preceding sentence, BNSF may stop construction of the Project until full payment is received by BNSF.

- 2) BNSF will furnish all labor, materials, tools, and equipment for railroad work required for the construction of the Project, such railroad work and the estimated cost thereof being as shown on Exhibit D attached hereto and made a part hereof. In the event construction on the Project has not commenced within six (6) months following the Effective Date, BNSF may, in its sole and absolute discretion, revise the cost estimates set forth in said Exhibit D. In such event, the revised cost estimates will become a part of this Agreement as though originally set forth herein. Any item of



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work incidental to the items listed on Exhibit D not specifically mentioned therein may be included as a part of this Agreement upon written approval of Agency, which approval will not be unreasonably withheld. Construction of the Project must include the following railroad work by BNSF:

- A. Procurement of materials, equipment and supplies necessary for the railroad work;
  - B. Preliminary engineering, design, and contract preparation;
  - C. Furnishing of flagging services during construction of the Project as required and set forth in further detail on Exhibit C, attached to this Agreement and made a part hereof;
  - D. Furnishing engineering and inspection as required in connection with the construction of the Project;
  - E. Removal of the existing CSAH 5 (U.S. D.O.T. No. 76238S) at-grade crossing, including removal of the warning devices, and obliteration of the crossing between the rails and two feet outside thereof;
  - F. Removal and disposal of the existing crossing surfaces from the Crossing;
  - G. Installation of two 40-foot concrete crossing surfaces complete with new rail, ties, ballast, fasteners, along with appropriate surfacing, to carry the improved roadway;
  - H. Make such changes in the alignment, location and elevation of its telephone, telegraph, signal and/or wire lines and appurtenances along, over or under the tracks, both temporary and permanent, as may become necessary by reason of the construction of the Project.
- 3) BNSF will do all railroad work set forth in Article II, Section 2 above on an **actual cost basis**, when BNSF, in its sole discretion, determines it is required by its labor agreements to perform such work with its own employees working under applicable collective bargaining agreements.
- 4) Agency agrees to reimburse BNSF for work of an emergency nature caused by Agency or Agency's contractor in connection with the Project which BNSF deems is reasonably necessary for the immediate restoration of railroad operations, or for the protection of persons or BNSF property. Such work may be performed by BNSF



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without prior approval of Agency and Agency agrees to fully reimburse BNSF for all such emergency work.

- 5) BNSF may charge Agency for insurance expenses, including self-insurance expenses, when such expenses cover the cost of Employer's Liability (including, without limitation, liability under the Federal Employer's Liability Act) in connection with the construction of the Project. Such charges will be considered part of the actual cost of the Project, regardless of the nature or amount of ultimate liability for injury, loss or death to BNSF's employees, if any.
- 6) During the construction of the Project, BNSF will send Agency progressive invoices detailing the costs of the railroad work performed by BNSF under this Agreement. Agency must reimburse BNSF for completed force-account work within thirty (30) days of the date of the invoice for such work. Upon completion of the Project, BNSF will send Agency a detailed invoice of final costs, segregated as to labor and materials for each item in the recapitulation shown on Exhibit D. Pursuant to this section and Article IV, Section 7 herein, Agency must pay the final invoice within ninety (90) days of the date of the final invoice. BNSF will assess a finance charge of .033% per day (12% per annum) on any unpaid sums or other charges due under this Agreement which are past its credit terms. The finance charge continues to accrue daily until the date payment is received by BNSF, not the date payment is made or the date postmarked on the payment. Finance charges will be assessed on delinquent sums and other charges as of the end of the month and will be reduced by amounts in dispute and any unposted payments received by the month's end. Finance charges will be noted on invoices sent to Agency under this section.

### **ARTICLE III – AGENCY OBLIGATIONS**

In consideration of the covenants of BNSF set forth herein and the faithful performance thereof, Agency agrees as follows:

- 1) Agency must furnish to BNSF plans and specifications for the Project. Said plans (reduced size 11" x 17"), showing the plan and profile of the roadway work on BNSF right-of-way and marked as Exhibit A, attached hereto and made a part hereof, must be submitted to BNSF for the development of railroad cost estimates.
- 2) Agency must make any required application and obtain all required permits and approvals for the construction of the Project.
- 3) Agency must acquire all rights of way necessary for the construction of the Project.



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- 4) Agency must make any and all arrangements, in compliance with BNSF's Utility Accommodation Manual (<http://www.bnsf.com/communities/faqs/pdf/utility.pdf>), for the installation or relocation of wire lines, pipe lines and other facilities owned by private persons, companies, corporations, political subdivisions or public utilities other than BNSF which may be necessary for the construction of the Project.
  
- 5) Agency must construct the Project as shown on the attached Exhibit A and do all work ("Agency's Work") provided for in the plans and specifications for the Project, except railroad work that will be performed by BNSF hereunder. Agency must furnish all labor, materials, tools and equipment for the performance of Agency's Work. The principal elements of Agency's Work are as follows:
  - A. Design and Construction of the new CSAH 5 U.S. D.O.T. No. 982816T crossing;
  - B. Installation of a pavement marking stop bar in accordance with the Manual on Uniform Traffic Control Devices (hereinafter called, "MUTCD");
  - C. Installation of advance warning signs in accordance with the MUTCD
  - D. Perform all necessary grading and paving, including backfill of excavations and restoration of disturbed vegetation on BNSF's right-of-way;
  - E. Provide suitable drainage, both temporary and permanent;
  - F. Provide all barricades, lights, flagmen or traffic control devices necessary for preventing vehicular traffic from using a portion of the Crossing, during the installation of the concrete crossing surfaces;.
  - G. Construct asphalt/concrete roadway surface on approaches to each track. Roadway surface will match elevation of the Main Track crossing surface(s) and remain level to a point at least thirty (30) feet from nearest rail. Any concrete headers will be constructed no closer than 6'-0" from centerline of each track to provide for a minimum of 12'-0" opening for track and railroad crossing surface;
  - H. Provide and place a twelve (12) inch wide section of asphalt between roadway concrete headers and the new concrete crossing surfaces, including that portion of CSAH 5 U.S. D.O.T. No. 982816T located between the Main Track and the Siding Track.



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- I. Job site cleanup including removal of all construction materials, concrete debris, surplus soil, refuse, contaminated soils, asphalt debris, litter and other waste materials to the satisfaction of BNSF;
- 6) Reserved.
- 7) The Agency must have advanced railroad crossing signs and standard pavement markings in place at the crossing shown on Exhibit A (if the same are required by the MUTCD) prior to the acceptance of this Project by the Agency.
- 8) The Agency must give BNSF's Manager Public Projects written notice to proceed ("**Notice to Proceed**") with the railroad portion of the work after receipt of necessary funds for the Project. BNSF will not begin the railroad work (including, without limitation, procurement of supplies, equipment or materials) until written Notice to Proceed is received from Agency.
- 9) The Agency's Work must be performed by Agency or Agency's contractor in a manner that will not endanger or interfere with the safe and timely operations of BNSF and its facilities.
- 10) For any future inspection or maintenance, either routine or otherwise, performed by subcontractors on behalf of the Agency, Agency shall require the subcontractors to comply with the provisions of the attached Exhibit C and execute the agreement attached hereto as Exhibit C-1. Prior to performing any future maintenance with its own personnel, Agency shall: comply with all of BNSF's applicable safety rules and regulations; require any Agency employee performing maintenance to complete the safety training program at the BNSF's Internet Website "[www.contractororientation.com](http://www.contractororientation.com)"; notify BNSF when, pursuant to the requirements of Exhibit C, a flagger is required to be present; procure, and have approved by BNSF's Risk Management Department, Railroad Protective Liability insurance.
- 11) Agency must require its contractor(s) to notify BNSF's Roadmaster at least thirty (30) calendar days prior to requesting a BNSF flagman in accordance with the requirements of Exhibit C attached hereto. Additionally, Agency must require its contractor(s) to notify BNSF's Manager of Public Projects thirty (30) calendar days prior to commencing work on BNSF property or near BNSF tracks.
- 12) Agency must include the following provisions in any contract with its contractor(s) performing work on said Project:



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- A. The Contractor is placed on notice that fiber optic, communication and other cable lines and systems (collectively, the "Lines") owned by various telecommunications companies may be buried on BNSF's property or right-of-way. The locations of these Lines have been included on the plans based on information from the telecommunications companies. The contractor will be responsible for contacting BNSF and the telecommunications companies and notifying them of any work that may damage these Lines or facilities and/or interfere with their service. The contractor must also mark all Lines shown on the plans or marked in the field in order to verify their locations. The contractor must also use all reasonable methods when working in the BNSF right-of-way or on BNSF property to determine if any other Lines (fiber optic, cable, communication or otherwise) may exist.
- B. Failure to mark or identify these Lines will be sufficient cause for BNSF's engineering representative Dan Peltier at 763-782-3495 to stop construction at no cost to the Agency or BNSF until these items are completed.
- C. The Contractor will be responsible for the rearrangement of any facilities or Lines determined to interfere with the construction. The Contractor must cooperate fully with any telecommunications company(ies) in performing such rearrangements.
- D. In addition to the liability terms contained elsewhere in this Agreement, the contractor hereby indemnifies, defends and holds harmless BNSF for, from and against all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Contractor, its subcontractors, agents and/or employees that cause or in any way or degree contribute to (1) any damage to or destruction of any Lines by Contractor, and/or its subcontractors, agents and/or employees, on BNSF's property or within BNSF's right-of-way, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on BNSF's property or within BNSF's right-of-way, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of such telecommunication company(ies). **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY, DEATH, CAUSE OF ACTION OR CLAIM WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**



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- 13) Agency must require compliance with the obligations set forth in this agreement, including Exhibit C and Exhibit C-1, and incorporate in each prime contract for construction of the Project, or the specifications therefor (i) the provisions set forth in Article III and IV; and (ii) the provisions set forth in Exhibit C and Exhibit C-1, attached hereto and by reference made a part hereof.
- 14) Except as otherwise provided below in this Section 13, all construction work performed hereunder by Agency for the Project will be pursuant to a contract or contracts to be let by Agency, and all such contracts must include the following:
- A. All work performed under such contract or contracts within the limits of BNSF's right-of-way must be performed in a good and workmanlike manner in accordance with plans and specifications approved by BNSF;
  - B. Changes or modifications during construction that affect safety or BNSF operations must be subject to BNSF's approval;
  - C. No work will be commenced within BNSF's right-of-way until each of the prime contractors employed in connection with said work must have (i) executed and delivered to BNSF an agreement in the form of Exhibit C-1, and (ii) delivered to and secured BNSF's approval of the required insurance; and
  - D. If it is in Agency's best interest, Agency may direct that the construction of the Project be done by day labor under the direction and control of Agency, or if at any time, in the opinion of Agency, the contractor has failed to prosecute with diligence the work specified in and by the terms of said contract, Agency may terminate its contract with the contractor and take control over the work and proceed to complete the same by day labor or by employing another contractor(s) provided; however, that any contractor(s) replacing the original contractor(s) must comply with the obligations in favor of BNSF set forth above and, provided further, that if such construction is performed by day labor, Agency will, at its expense, procure and maintain on behalf of BNSF the insurance required by Exhibit C-1.
  - E. To facilitate scheduling for the Project, Agency shall have its contractor give BNSF's Roadmaster 90 days advance notice of the proposed times and dates for work windows. BNSF and Agency's contractor will establish mutually agreeable work windows for the Project. BNSF has the right at any time to revise or change the work windows, due to train operations or service obligations. BNSF will not be responsible for any additional costs and expenses resulting from a change in work windows. Additional costs and expenses resulting from a change in work windows shall be accounted for in the contractor's expenses for the Project.



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- 15) Agency must advise the appropriate BNSF Manager Public Projects, in writing, of the completion date of the Project within thirty (30) days after such completion date. Additionally, Agency must notify BNSF's Manager Public Projects, in writing, of the date on which Agency and/or its Contractor will meet with BNSF for the purpose of making final inspection of the Project.
- 16) **TO THE FULLEST EXTENT PERMITTED BY LAW, AGENCY HEREBY RELEASES, INDEMNIFIES, DEFENDS AND HOLDS HARMLESS BNSF, ITS AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS AND ATTORNEYS' FEES) OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON (INCLUDING, WITHOUT LIMITATION, THE EMPLOYEES OF THE PARTIES HERETO) OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART) (I) THE USE, OCCUPANCY OR PRESENCE OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (II) THE PERFORMANCE, OR FAILURE TO PERFORM BY THE AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS, ITS WORK OR ANY OBLIGATION UNDER THIS AGREEMENT, (III) THE SOLE OR CONTRIBUTING ACTS OR OMISSIONS OF AGENCY, ITS CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, OR AGENTS IN, ON, OR ABOUT THE CONSTRUCTION SITE, (IV) AGENCY'S BREACH OF THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT GRANTED TO AGENCY PURSUANT TO ARTICLE II OF THIS AGREEMENT, (V) ANY RIGHTS OR INTERESTS GRANTED TO AGENCY PURSUANT TO THE TEMPORARY CONSTRUCTION LICENSE OR EASEMENT DISCUSSED IN ARTICLE II OF THIS AGREEMENT, (VI) AGENCY'S OCCUPATION AND USE OF BNSF'S PROPERTY OR RIGHT-OF-WAY, INCLUDING, WITHOUT LIMITATION, SUBSEQUENT MAINTENANCE OF THE STRUCTURE BY AGENCY, OR (VII) AN ACT OR OMISSION OF AGENCY OR ITS OFFICERS, AGENTS, INVITEES, EMPLOYEES OR CONTRACTORS OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER. THE LIABILITY ASSUMED BY AGENCY WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DAMAGE, DESTRUCTION, INJURY OR DEATH WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF BNSF, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE**



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**PROXIMATELY CAUSED BY THE INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE OF BNSF.**

- 17) Agency must take all necessary actions to permanently close, vacate, and abandon, the roadways crossing the right of way known as CSAH 5, Milepost 79.695, U.S. D.O.T No. 076238S, Line Segment 27, Brainerd Subdivision, Twin Cities Division prior to the start of construction of said new CSAH 5 U.S. D.O.T. No. 982816T at-grade crossing but in no event later than 30 days from the in service date of the new CSAH 5 U.S. D.O.T. No. 982816T at-grade crossing. Agency shall provide written documentation to BNSF of such actions within (10) days of such vacation and abandonment.
- 18) Agency must perform all necessary work to obtain the permanent closure, vacation, and removal of the at-grade crossing known as CSAH 5, Milepost 79.695, U.S. D.O.T No. 076238S, Line Segment 27, Brainerd Subdivision, Twin Cities Division across BNSF's right-of-way and must barricade the road approaches or restore the natural ditch line within 3 days of opening of the new at-grade crossing to vehicular traffic. BNSF will cooperate with Agency to achieve the closures and vacations and will remove the crossing surface within its right-of-way. If Agency's work for the closure and vacation is not completed after 3 days of opening the new at-grade crossing, Agency authorizes BNSF to complete the necessary closure work, at the Agency's expense. Agency agrees to fully reimburse BNSF for all such work.

**ARTICLE IV – JOINT OBLIGATIONS**

IN CONSIDERATION of the premises, the parties hereto mutually agree to the following:

- 1) All work contemplated in this Agreement must be performed in a good and workmanlike manner and each portion must be promptly commenced by the party obligated hereunder to perform the same and thereafter diligently prosecuted to conclusion in its logical order and sequence. Furthermore, any changes or modifications during construction which affect BNSF will be subject to BNSF's approval prior to the commencement of any such changes or modifications.
- 2) The work hereunder must be done in accordance with the Exhibit A and the detailed plans and specifications approved by BNSF.
- 3) Agency must require its contractor(s) to reasonably adhere to the Project's construction schedule for all Project work. The parties hereto mutually agree that BNSF's failure to complete the railroad work in accordance with the construction schedule due to inclement weather or unforeseen railroad emergencies will not constitute a breach of this Agreement by BNSF and will not subject BNSF to any



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liability. Regardless of the requirements of the construction schedule, BNSF reserves the right to reallocate the labor forces assigned to complete the railroad work in the event of an emergency to provide for the immediate restoration of railroad operations of either BNSF or its related railroads, or to protect persons or property on or near any BNSF owned property. BNSF will not be liable for any additional costs or expenses resulting from any such reallocation of its labor forces. The parties mutually agree that any reallocation of labor forces by BNSF pursuant to this provision and any direct or indirect consequences or costs resulting from any such reallocation will not constitute a breach of this Agreement by BNSF.

- 4) BNSF will have the right to stop construction work on the Project if any of the following events take place: (i) Agency (or any of its contractors) performs the Project work in a manner contrary to the plans and specifications approved by BNSF; (ii) Agency (or any of its contractors), in BNSF's opinion, prosecutes the Project work in a manner that is hazardous to BNSF property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Agency fails to pay BNSF for the Temporary Construction License or the Easement pursuant to Article II, Section 1 of this Agreement. The work stoppage will continue until all necessary actions are taken by Agency or its contractor to rectify the situation to the satisfaction of BNSF's Division Engineer or until proof of additional insurance has been delivered to and accepted by BNSF. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, BNSF may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of BNSF. BNSF's right to stop the work is in addition to any other rights BNSF may have including, but not limited to, actions or suits for damages or lost profits. In the event that BNSF desires to stop construction work on the Project, BNSF agrees to immediately notify the following individual in writing:

John Welle  
Aitkin County Engineer  
1211 Air Park Drive  
Aitkin, MN 56431

- 5) Agency must supervise and inspect the operations of all Agency contractors to ensure compliance with the plans and specifications approved by BNSF, the terms of this Agreement and all safety requirements of BNSF. If BNSF determines that proper supervision and inspection are not being performed by Agency personnel at any time during construction of the Project, BNSF has the right to stop construction (within or adjacent to its operating right-of-way). Construction of the Project will not proceed



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until Agency corrects the situation to BNSF's reasonable satisfaction. If BNSF feels the situation is not being corrected in an expeditious manner, BNSF will immediately notify John Welle, for appropriate corrective action.

- 6) Pursuant to this section and Article II, Section 6 herein, Agency must reimburse BNSF in full for the **actual costs** of all work performed by BNSF under this Agreement (including taxes, such as applicable sales and use taxes, business and occupation taxes, and similar taxes), as set forth in Article IV, Section 6 herein.
- 7) All expenses detailed in statements sent to Agency pursuant to Article II, Section 6 herein will comply with the terms and provisions of the Title 23 U.S. Code, Title 23 Code of Federal Regulations, and the Federal-Aid Policy Guide, U.S. Department of Transportation, as amended from time to time, which manual is hereby incorporated into and made a part of this Agreement by reference. The parties mutually agree that BNSF's preliminary engineering, design, and contract preparation costs described in Article II, Section 2 herein are part of the costs of the Project even though such work may have preceded the date of this Agreement.
- 8) The construction of the Project will not commence until Agency gives BNSF's Manager Public Projects thirty (30) days prior written notice of such commencement. The commencement notice will reference BNSF's file number BF-20524069 and D.O.T. Crossing No. 982816T and must state the time that construction activities will begin.
- 9) In addition to the terms and conditions set forth elsewhere in this Agreement, BNSF and the Agency agree to the following terms upon completion of construction of the Project:
  - A. Agency will own and be fully responsible for repairs, maintenance, future construction or reconstruction of the CSAH 5 roadway, including the portion of roadway located between the tracks.
  - B. Agency will maintain the elevation of the CSAH 5 roadway approaches to match the elevation on the railroad track crossing surfaces and to be no more than three (3) inches above or six (6) inches below top-of-rail elevation at a distance measured thirty (30) feet from the nearest rail.
  - C. Agency will maintain the advanced railroad crossing warning signs and pavement markings and agrees to hold harmless and indemnify BNSF for any claims, damages or losses, in whole or in part, caused by or due to the Agency's failure to maintain the advanced warning signs and markings or other requirements of the MUTCD.



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- D. Agency will do nothing and permit nothing to be done in the maintenance of the CSAH 5 roadway, which will interfere with or endanger facilities of BNSF.
  - E. It is expressly understood by Agency and BNSF that any right to install utilities will be governed by a separate permit or license agreement between the parties hereto.
  - F. BNSF will maintain the new crossing surfaces, from end-of-tie to end-of-tie, in proper condition at the expense of Agency.
  - G. Notwithstanding the preceding provision, if any regulations, ordinances, acts, rules or other laws subsequently passed or amended by the Agency or any other governmental or legislative authority increase the Agency's portion of maintenance cost under this Agreement, BNSF will receive the benefit of any such regulations, ordinances, acts, rules or other laws and the Agency's increased portion of maintenance costs will be incorporated into and made a part of this Agreement.
- 10)** Agency must notify and obtain prior authorization from BNSF's Manager of Public Projects before entering BNSF's right-of-way for **Inspection and Maintenance** purposes and the BNSF Manager of Public Projects will determine if flagging is required. If the construction work hereunder is contracted, Agency must require its prime contractor(s) to comply with the obligations set forth in Exhibit C and Exhibit C-1, as the same may be revised from time to time. Agency will be responsible for its contractor(s) compliance with such obligations.
- 11)** Any books, papers, records and accounts of the parties hereto relating to the work hereunder or the costs or expenses for labor and material connected with the construction will at all reasonable times be open to inspection and audit by the agents and authorized representatives of the parties hereto, as well as the State of Minnesota and the Federal Highway Administration, for a period of one (1) year from the date of the final BNSF invoice under this Agreement.
- 12)** The covenants and provisions of this Agreement are binding upon and inure to the benefit of the successors and assigns of the parties hereto. Notwithstanding the preceding sentence, neither party hereto may assign any of its rights or obligations hereunder without the prior written consent of the other party.



Contract Number: BF-20524069

- 13) In the event construction of the Project does not commence within 24 months of the Effective Date, this Agreement will become null and void.
- 14) Neither termination nor expiration of this Agreement will release either party from any liability or obligation under this Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration.
- 15) To the maximum extent possible, each provision of this Agreement will be interpreted in such a manner as to be effective and valid under applicable law. If any provision of this Agreement is prohibited by, or held to be invalid under, applicable law, such provision will be ineffective solely to the extent of such prohibition or invalidity and the remainder of the provision will be enforceable.
- 16) This Agreement (including exhibits and other documents, manuals, etc. incorporated herein) is the full and complete agreement between BNSF and Agency with respect to the subject matter herein and supersedes any and all other prior agreements between the parties hereto.
- 17) Any notice provided for herein or concerning this Agreement must be in writing and will be deemed sufficiently given when sent by certified mail, return receipt requested, to the parties at the following addresses:

BNSF:                      BNSF's Manager Public Projects  
  
                                    80 44<sup>th</sup> Ave NE  
  
                                    Minneapolis, MN 55421

Agency:                    Aitkin County  
                                    1211 Air Park Drive  
  
                                    Aitkin, MN 56431

SIGNATURE PAGE FOLLOWS



Contract Number: BF-20524069

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and attested by its duly qualified and authorized officials as of the day and year first above written.

**BNSF RAILWAY COMPANY**

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

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

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

WITNESS:

\_\_\_\_\_

**AGENCY  
AITKIN COUNTY**

WITNESS:

\_\_\_\_\_

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

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

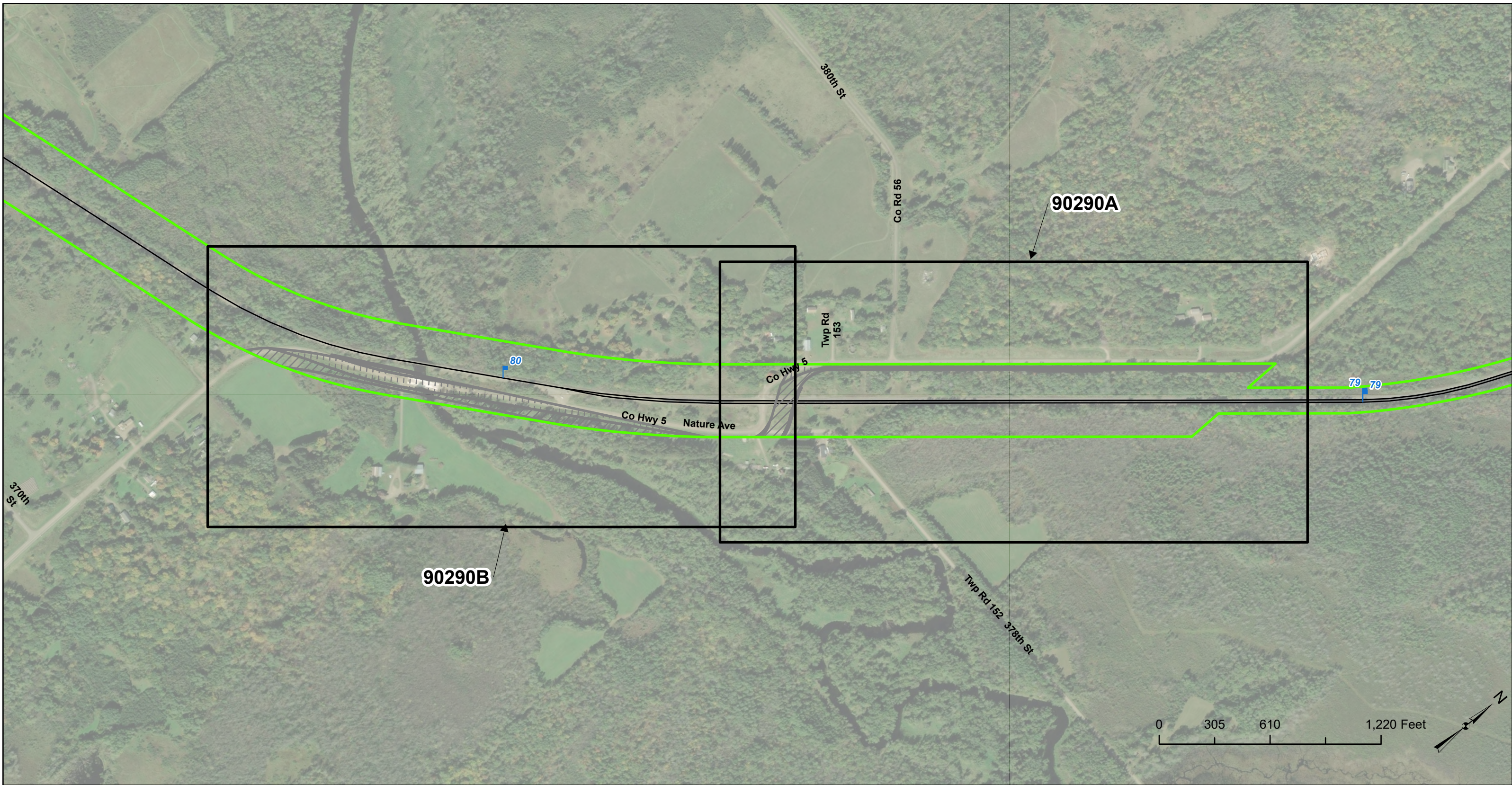
Title: \_\_\_\_\_



Contract Number: BF-20524069

**Exhibit A**

**Exhibit A-1**



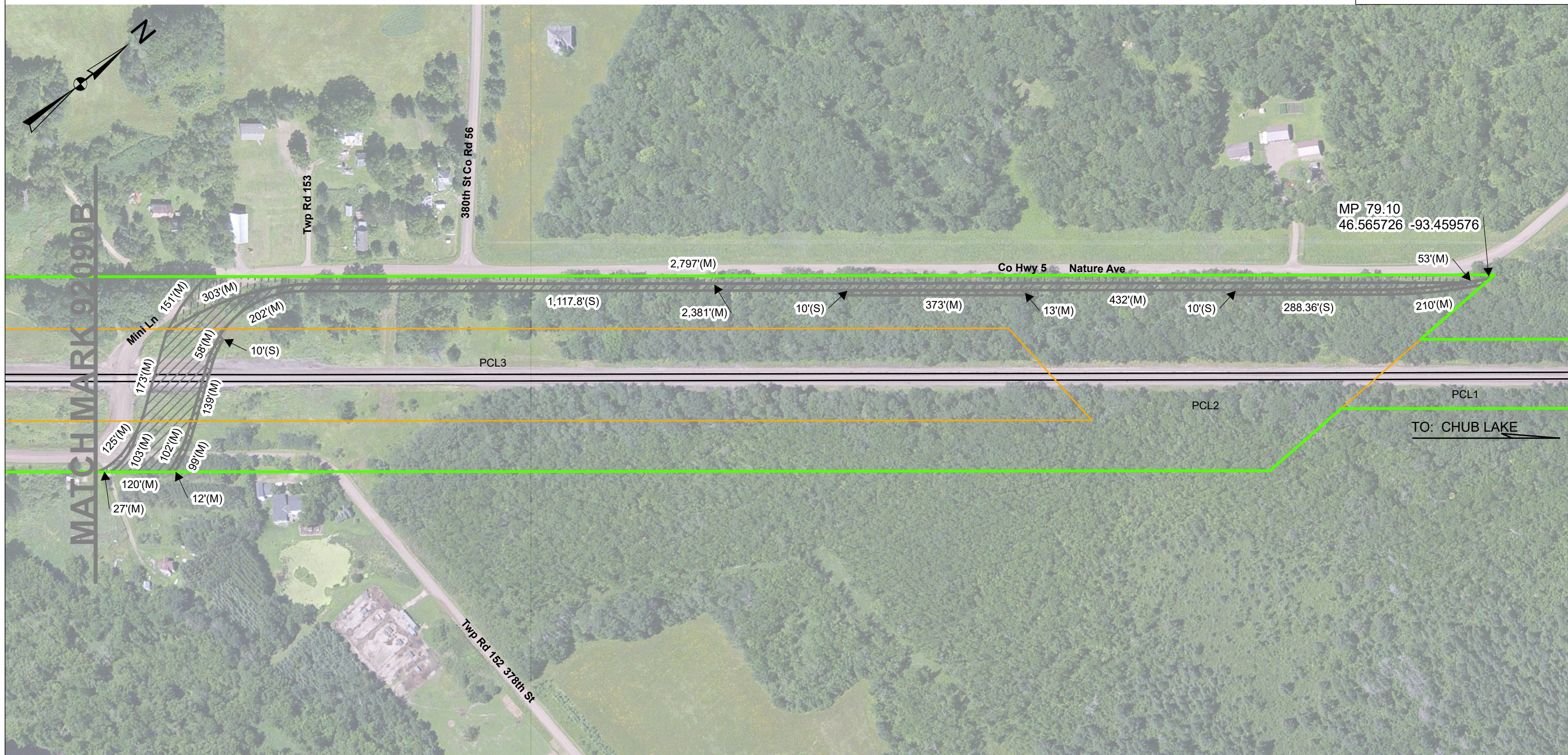
KIMBERLY, MN



SCALE: 1:2,400

JLL TI #: -  
 BW Proj. No.: 12196.003  
 MAP REFERENCE:  
 STA. = s51021  
 R/W = -

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TO: AITKIN COUNTY HIGHWAY DEPARTMENT  
 AT: KIMBERLY  
 AITKIN COUNTY,  
 MN

- LEGEND:**
- PERMANENT EASEMENT
  - TEMPORARY EASEMENT
  - EXISTING COUNTY RIGHT OF WAY
  - RIGHT OF WAY LINE
  - PARCEL LINES
  - TRACK



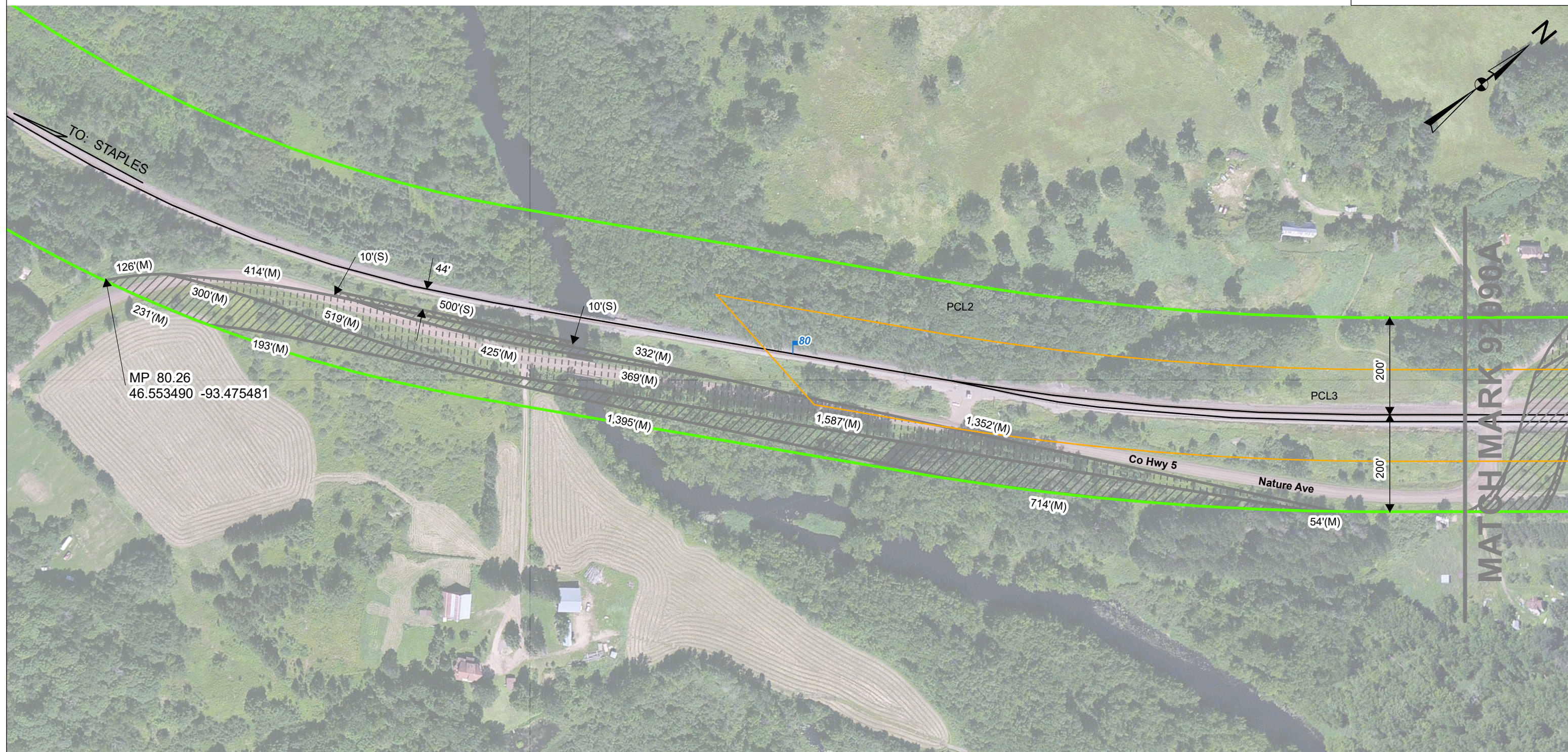
MEASUREMENTS BASED ON PROVIDED SURVEYS  
 (S) MEASUREMENTS TAKEN OFF SURVEY  
 (M) MEASUREMENT

TWIN CITIES DIVISION  
 BRAINERD SUBDIVISION - L.S. 0027-6  
 VAL.SEC. 69074  
 NP RY MN-12, MAP 16  
 SEC. 11,14, T47N, R25W 4PM  
 DATE: 4/8/2026  
 MP 79.10-80.26

SCALE: 1:2,400

JLL TI #: -  
 BW Proj. No.: 12196.003  
 MAP REFERENCE:  
 STA. = s51021  
 R/W = -

This map used by BNSF RAILWAY COMPANY in the ordinary course of business, but it is subject to audit and should be used only with the expressed understanding the BNSF make no representations whatsoever about the quality, accuracy, errors or omissions relating to this map.



TO: AITKIN COUNTY HIGHWAY DEPARTMENT  
 AT: KIMBERLY  
 AITKIN COUNTY,  
 MN

- LEGEND:**
- PERMANENT EASEMENT
  - TEMPORARY EASEMENT
  - EXISTING COUNTY RIGHT OF WAY
  - RIGHT OF WAY LINE
  - PARCEL LINES
  - TRACK



MEASUREMENTS BASED ON PROVIDED SURVEYS  
 (S) MEASUREMENTS TAKEN OFF SURVEY  
 (M) MEASUREMENT

TWIN CITIES DIVISION  
 BRAINERD SUBDIVISION - L.S. 0027-6  
 VAL.SEC. 69074  
 NP RY MN-12, MAP 16  
 SEC. 11,14, T47N, R25W 4PM  
 DATE: 4/8/2026  
 MP 79.10-80.26

**EASEMENT AGREEMENT  
FOR At Grade Crossing  
(C&M Agreement)**

**THIS EASEMENT AGREEMENT FOR At Grade Crossing ("Easement Agreement")** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ 2026 ("**Effective Date**"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), and **AITKIN COUNTY**, a political subdivision of the State of Minnesota ("**Grantee**").

A. Grantor owns or controls certain real property situated at or near the vicinity of Kimberly, County of Aitkin, State of Minnesota, at Railroad Line Segment 27 Mile Post 80.26, as described or depicted on **Exhibit "A"** attached hereto and made a part hereof (the "**Premises**").

B. Grantor and Grantee have entered into that certain Construction and Maintenance Agreement dated as of \_\_\_\_\_ concerning improvements on or near the Premises (the "**C&M Agreement**").

C. Grantee has requested that Grantor grant to Grantee an easement over the Premises for the Easement Purpose (as defined below).

D. Grantor has agreed to grant Grantee such easement, subject to the terms and conditions set forth in this Easement and in the C&M Agreement incorporated herein as if fully set forth in this instrument which terms shall be in full force and effect for purposes of this Easement even if the C&M Agreement is, for whatever reason, no longer in effect.

**NOW, THEREFORE**, for and in consideration of the foregoing recitals which are incorporated herein, the mutual promises contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

**Section 1      Granting of Easement.**

1.1 Easement Purpose. The "**Easement Purpose**" shall be for the purposes set forth in the C&M Agreement. Any improvements to be constructed in connection with the Easement Purpose are referred to herein as "**Improvements**" and shall be constructed, located, configured and maintained by Grantee in strict accordance with the terms of this Easement Agreement and the C&M Agreement.

1.2 Grant. Grantor does hereby grant unto Grantee a non-exclusive easement ("**Easement**") over the Premises for the Easement Purpose and for no other purpose. The Easement is granted subject to any and all restrictions, covenants, easements, licenses, permits, leases and other encumbrances of whatsoever nature whether or not of record, if any, relating to the Premises and subject to all with all applicable federal, state and local laws, regulations, ordinances, restrictions, covenants and court or administrative decisions and orders, including Environmental Laws (defined below) and zoning laws (collectively, "**Laws**"). Grantor may not make any alterations or improvements or perform any maintenance or repair activities within the Premises except in accordance with the terms and conditions of the C&M Agreement.

1.3 Reservations by Grantor. Grantor excepts and reserves the right, to be exercised by Grantor and any other parties who may obtain written permission or authority from Grantor:

- (a) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any existing pipe, power, communication, cable, or utility lines and appurtenances and other facilities or structures of like character (collectively, "**Lines**") upon, over, under or across the Premises;
- (b) to install, construct, maintain, renew, repair, replace, use, operate, change, modify and relocate any tracks or additional facilities or structures upon, over, under or across the Premises; and

- (c) to use the Premises in any manner as the Grantor in its sole discretion deems appropriate, provided Grantor uses all commercially reasonable efforts to avoid material interference with the use of the Premises by Grantee for the Easement Purpose.

**Section 2** **Term of Easement.** The term of the Permanent Easement, unless sooner terminated under provisions of this Easement Agreement, shall be perpetual. The term of the Temporary Easement, unless sooner terminated, shall be for a period of 18 months.

**Section 3** **No Warranty of Any Conditions of the Premises.** Grantee acknowledges that Grantor has made no representation whatsoever to Grantee concerning the state or condition of the Premises, or any personal property located thereon, or the nature or extent of Grantor's ownership interest in the Premises. Grantee has not relied on any statement or declaration of Grantor, oral or in writing, as an inducement to entering into this Easement Agreement, other than as set forth herein. GRANTOR HEREBY DISCLAIMS ANY REPRESENTATION OR WARRANTY, WHETHER EXPRESS OR IMPLIED, AS TO THE DESIGN OR CONDITION OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, ITS MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF ANY SUCH PROPERTY, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTOR SHALL NOT BE RESPONSIBLE TO GRANTEE OR ANY OF GRANTEE'S CONTRACTORS FOR ANY DAMAGES RELATING TO THE DESIGN, CONDITION, QUALITY, SAFETY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PROPERTY PRESENT ON OR CONSTITUTING THE PREMISES, OR THE CONFORMITY OF ANY SUCH PROPERTY TO ITS INTENDED USES. GRANTEE ACCEPTS ALL RIGHTS GRANTED UNDER THIS EASEMENT AGREEMENT IN THE PREMISES IN AN "AS IS, WHERE IS" AND "WITH ALL FAULTS" CONDITION, INCLUDING ENVIRONMENTAL CONDITION, AND SUBJECT TO ALL LIMITATIONS ON GRANTOR'S RIGHTS, INTERESTS AND TITLE TO THE PREMISES. Grantee has inspected or will inspect the Premises, and enters upon Grantor's rail corridor and property with knowledge of its physical condition and the danger inherent in Grantor's rail operations on or near the Premises. Grantee acknowledges that this Easement Agreement does not contain any implied warranties that Grantee or Grantee's Contractors (as hereinafter defined) can successfully construct or operate the Improvements.

**Section 4** **Nature of Grantor's Interest in the Premises.** GRANTOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND GRANTEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. In case of the eviction of Grantee by anyone owning or claiming title to or any interest in the Premises, or by the abandonment by Grantor of the affected rail corridor, Grantor shall not be liable to refund Grantee any compensation paid hereunder.

**Section 5** **Improvements.** Grantee shall take, in a timely manner, all actions necessary and proper to the lawful establishment, construction, operation, and maintenance of the Improvements, including such actions as may be necessary to obtain any required permits, approvals or authorizations from applicable governmental authorities. Any and all cuts and fills, excavations or embankments necessary in the construction, maintenance, or future alteration of the Improvements shall be made and maintained in such manner, form and extent as will provide adequate drainage of and from the adjoining lands and premises of the Grantor; and wherever any such fill or embankment shall or may obstruct the natural and pre-existing drainage from such lands and premises of the Grantor, the Grantee shall construct and maintain such culverts or drains as may be requisite to preserve such natural and pre-existing drainage, and shall also wherever necessary, construct extensions of existing drains, culverts or ditches through or along the premises of the Grantor, such extensions to be of adequate sectional dimensions to preserve the present flowage of drainage or other waters, and of materials and workmanship equally as good as those now existing. In the event any construction, repair, maintenance, work or other use of the Premises by Grantee will affect any Lines, fences, buildings, improvements or other facilities (collectively, "**Other Improvements**"), Grantee will be responsible at Grantee's sole risk to locate and make any adjustments necessary to such Other Improvements. Grantee must contact the owner(s) of the Other Improvements notifying them of any work that may damage these Other Improvements and/or interfere with their service and obtain the owner's written approval prior to so affecting the Other Improvements. Grantee must mark all Other Improvements on the Plans and Specifications and mark such Other Improvements in the field in order to verify their locations. Grantee must also use all reasonable methods when working on or near Grantor property to determine if any Other Improvements (fiber optic, cable, communication or otherwise) may exist. The Grantee agrees to keep the above-described premises free and clear from combustible materials and to cut and remove or cause to be cut

and removed at its sole expense all weeds and vegetation on said premises, said work of cutting and removal to be done at such times and with such frequency as to comply with Grantee and local laws and regulations and abate any and all hazard of fire.

**Section 6 Taxes and Recording Fees.** Grantee shall pay when due any taxes, assessments or other charges (collectively, "**Taxes**") levied or assessed upon the Improvements by any governmental or quasi-governmental body or any Taxes levied or assessed against Grantor or the Premises that are attributable to the Improvements. Grantee agrees to purchase, affix and cancel any and all documentary stamps in the amount prescribed by statute, and to pay any and all required transfer taxes, excise taxes and any and all fees incidental to recordation of the Memorandum of Easement. In the event of Grantee's failure to do so, if Grantor shall become obligated to do so, Grantee shall be liable for all costs, expenses and judgments to or against Grantor, including all of Grantor's legal fees and expenses.

**Section 7 Environmental.**

7.1 Compliance with Environmental Laws. Grantee shall strictly comply with all Environmental Laws (as defined below). Grantee shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Premises. Grantee shall not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises.

7.2 Notice of Release. Grantee shall give Grantor immediate notice to Grantor's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Grantee shall use its best efforts to immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Grantee's use of the Premises must be immediately reported to Grantor at EnvironmentalLeases@bnsf.com. Grantee also shall give Grantor prompt notice of all measures undertaken on behalf of Grantee to investigate, remediate, respond to or otherwise cure a release or violation.

7.3 Remediation of Release. In the event that Grantor has notice from Grantee or otherwise of a release or violation of Environmental Laws which occurred or may occur during the term of this Easement Agreement, Grantor may require Grantee, at Grantee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises.

7.4 Soils and Materials Management.

(a) If during the construction or subsequent maintenance of the Improvements or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Grantee will stop work immediately and notify Grantor. After consultation with Grantor, Grantee shall, at Grantee's expense, characterize any such impacted soils. Upon receiving sampling results, Grantee shall, at Grantee's expense in consultation with Grantor, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

(b) All soils and materials to be removed from the Grantor's property or right of way must be properly characterized, managed, transported, and disposed at an appropriately-licensed facility, at Grantee's expense, in accordance with all Environmental Laws. Grantee shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

(c) All fill materials to be imported to Grantor's property shall be certified clean fill or from a BNSF-approved source.

7.5 Preventative Measures. Grantee shall promptly report to Grantor in writing any conditions or activities upon the Premises known to Grantee which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Grantee's reporting to Grantor shall not relieve Grantee of any

obligation whatsoever imposed on it by this Easement Agreement. Grantee shall promptly respond to Grantor's request for information regarding said conditions or activities.

7.6 Evidence of Compliance. Upon request by Grantor, Grantee agrees to furnish Grantor with proof satisfactory to Grantor that Grantee is in compliance with this **Section 7**. Should Grantee not comply fully with obligations of this **Section 7**, notwithstanding anything contained in any other provision hereof, Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice of termination upon Grantee. Upon termination, Grantee shall remove the Improvements and restore the Premises as provided in **Section 9**.

7.7 Notwithstanding anything in this Section 7, the parties agree that Grantor has no duty or obligation to monitor Grantee's use of the Premises to determine Grantee's compliance with Environmental Laws, it being solely Grantee's responsibility to ensure that Grantee's use of the Premises is compliant. Neither the exercise nor the failure by Grantor to exercise any rights granted in this Section will alter the liability allocation provided by this Easement Agreement.

7.8 "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

7.9 "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals", "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

## **Section 8 Default and Termination.**

8.1 Grantor's Performance Rights. If at any time Grantee, or Grantee's Contractors, fails to properly perform its obligations under this Easement Agreement, Grantor, in its sole discretion, may: (i) seek specific performance of the unperformed obligations, or (ii) at Grantee's sole cost, may arrange for the performance of such work as Grantor deems necessary for the safety of its rail operations, activities and property, or to avoid or remove any interference with the activities or property of Grantor, or anyone or anything present on the rail corridor or property with the authority or permission of Grantor. Grantee shall promptly reimburse Grantor for all costs of work performed on Grantee's behalf upon receipt of an invoice for such costs. Grantor's failure to perform any obligations of Grantee or Grantee's Contractors shall not alter the liability allocation set forth in this Easement Agreement.

8.2 Abandonment. Grantor may, at its option, terminate this Easement Agreement by serving five (5) days' notice in writing upon Grantee if Grantee should abandon or cease to use the Premises for the Easement Purpose. Any waiver by Grantor of any default or defaults shall not constitute a waiver of the right to terminate this Easement Agreement for any subsequent default or defaults, nor shall any such waiver in any way affect Grantor's ability to enforce any section of this Easement Agreement.

8.3 Effect of Termination or Expiration. Neither termination nor expiration will release Grantee from any liability or obligation under this Easement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or expiration, or, if later, the date the Premises are restored as required by **Section 9**.

8.4 Non-exclusive Remedies. The remedies set forth in this **Section 8** shall be in addition to, and not in limitation of, any other remedies that Grantor may have under the C&M Agreement, at law or in equity.

## **Section 9** Surrender of Premises.

9.1 Removal of Improvements and Restoration. Upon termination of this Easement Agreement, whether by abandonment of the Easement or by the exercise of Grantor's termination rights hereunder, Grantee shall, at its sole cost and expense, immediately perform the following:

- (a) remove all or such portion of Grantee's Improvements and all appurtenances thereto from the Premises, as Grantor directs at Grantor's sole discretion;
- (b) repair and restore any damage to the Premises arising from, growing out of, or connected with Grantee's use of the Premises, including, but not limited to, environmental damage;
- (c) remedy any unsafe conditions on the Premises created or aggravated by Grantee; and
- (d) leave the Premises in the condition which existed as of the Effective Date.

9.2 Limited License for Entry. If this Easement Agreement is terminated, Grantor may direct Grantee to undertake one or more of the actions set forth above, at Grantee's sole cost, in which case Grantee shall have a limited license to enter upon the Premises to the extent necessary to undertake the actions directed by Grantor. The terms of this limited license include all of Grantee's obligations under this Easement Agreement. Termination will not release Grantee from any liability or obligation under this Easement Agreement, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination, or, if later, the date when Grantee's Improvements are removed and the Premises are restored to the condition that existed as of the Effective Date. If Grantee fails to surrender the Premises to Grantor upon any termination of the Easement, all liabilities and obligations of Grantee hereunder shall continue in effect until the Premises are surrendered.

**Section 10** Liens. Grantee shall promptly pay and discharge any and all liens arising out of any construction, alterations or repairs done, suffered or permitted to be done by Grantee on the Premises or attributable to Taxes that are the responsibility of Grantee pursuant to **Section 6**. Grantor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by Law to prevent the attachment of any such liens to any portion of the Premises; provided, however, that failure of Grantor to take any such action shall not relieve Grantee of any obligation or liability under this **Section 10** or any other section of this Easement Agreement.

**Section 11** Tax Exchange. Grantor may assign its rights (but not its obligations) under this Easement Agreement to Goldfinch Exchange Company LLC, an exchange intermediary, in order for Grantor to effect an exchange under Section 1031 of the Internal Revenue Code. In such event, Grantor shall provide Grantee with a Notice of Assignment, attached as Exhibit C, and Grantee shall execute an acknowledgement of receipt of such notice.

**Section 12** Notices. Any notice required or permitted to be given hereunder by one party to the other shall be delivered in the manner set forth in the C&M Agreement. Notices to Grantor under this Easement shall be delivered to the following address: BNSF Railway Company, Real Estate Department, 2650 Lou Menk Drive, Ft. Worth, TX 76131, Attn: Permits, or such other address as Grantor may from time to time direct by notice to Grantee.

**Section 13**    **Recordation.** It is understood and agreed that this Easement Agreement shall not be in recordable form and shall not be placed on public record and any such recording shall be a breach of this Easement Agreement. Grantor and Grantee shall execute a Memorandum of Easement in the form attached hereto as **Exhibit "B"** (the "**Memorandum of Easement**") subject to changes required, if any, to conform such form to local recording requirements. The Memorandum of Easement shall be recorded in the real estate records in the county where the Premises are located. If a Memorandum of Easement is not executed by the parties and recorded as described above within 90 days of the Effective Date, Grantor shall have the right to terminate this Easement Agreement upon notice to Grantee.

**Section 14**    **Miscellaneous.**

14.1 All questions concerning the interpretation or application of provisions of this Easement Agreement shall be decided according to the substantive Laws of the State of **[Minnesota]** without regard to conflicts of law provisions.

14.2 In the event that Grantee consists of two or more parties, all the covenants and agreements of Grantee herein contained shall be the joint and several covenants and agreements of such parties. This instrument and all of the terms, covenants and provisions hereof shall inure to the benefit of and be binding upon each of the parties hereto and their respective legal representatives, successors and assigns and shall run with and be binding upon the Premises.

14.3 If any action at law or in equity is necessary to enforce or interpret the terms of this Easement Agreement, the prevailing party or parties shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party or parties may be entitled.

14.4 If any provision of this Easement Agreement is held to be illegal, invalid or unenforceable under present or future Laws, such provision will be fully severable and this Easement Agreement will be construed and enforced as if such illegal, invalid or unenforceable provision is not a part hereof, and the remaining provisions hereof will remain in full force and effect. In lieu of any illegal, invalid or unenforceable provision herein, there will be added automatically as a part of this Easement Agreement a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

14.5 This Easement Agreement and the C&M Agreement, which is incorporated herein, is the full and complete agreement between Grantor and Grantee with respect to all matters relating to Grantee's use of the Premises, and supersedes any and all other agreements between the parties hereto relating to Grantee's use of the Premises as described herein. However, nothing herein is intended to terminate any surviving obligation of Grantee or Grantee's obligation to defend and hold Grantor harmless in any prior written agreement between the parties.

14.6 Time is of the essence for the performance of this Easement Agreement.

**Section 15.**    **Administrative Fee.** Grantee acknowledges that a material consideration for this agreement, without which it would not be made, is the agreement between Grantee and Grantor, that the Grantee shall pay upon return of this Easement Agreement signed by Grantee to Grantor's Broker a processing fee in the amount of \$2,500.00 over and above the agreed upon acquisition price. Said fee shall be made payable to BNSF Railway Company by a separate check.

Witness the execution of this Easement Agreement as of the date first set forth above.

**GRANTOR:**

**BNSF RAILWAY COMPANY**, a Delaware corporation

By: \_\_\_\_\_  
Name: Cary Hutchings  
Title: General Director Real Estate

**GRANTEE:**

**AITKIN COUNTY**  
a political subdivision of the State of Minnesota

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT "B"**

**MEMORANDUM OF EASEMENT**

**THIS MEMORANDUM OF EASEMENT** is hereby executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("**Grantor**"), whose address AITKIN COUNTY, ("**Grantee**"), whose address for purposes of this instrument is \_\_\_\_\_, which terms "Grantor" and "Grantee" shall include, wherever the context permits or requires, singular or plural, and the heirs, legal representatives, successors and assigns of the respective parties:

**WITNESSETH:**

**WHEREAS**, Grantor owns or controls certain real property situated in Aitkin County, Minnesota as described on **Exhibit "A"** attached hereto and incorporated herein by reference (the "**Premises**");

**WHEREAS**, Grantor and Grantee entered into an Easement Agreement, dated \_\_\_\_\_, 2026 (the "**Easement Agreement**") which set forth, among other things, the terms of an easement granted by Grantor to Grantee over and across the Premises (the "**Easement**"); and

**WHEREAS**, Grantor and Grantee desire to memorialize the terms and conditions of the Easement Agreement of record.

For valuable consideration the receipt and sufficiency of which are hereby acknowledged, Grantor does grant unto Grantee and Grantee does hereby accept from Grantor the Easement over and across the Premises.

The term of the Easement, unless sooner terminated under provisions of the Easement Agreement, shall be perpetual.

All the terms, conditions, provisions and covenants of the Easement Agreement are incorporated herein by this reference for all purposes as though written out at length herein, and both the Easement Agreement and this Memorandum of Easement shall be deemed to constitute a single instrument or document. This Memorandum of Easement is not intended to amend, modify, supplement, or supersede any of the provisions of the Easement Agreement and, to the extent there may be any conflict or inconsistency between the Easement Agreement or this Memorandum of Easement, the Easement Agreement shall control.

**END OF PAGE – SIGNATURE PAGE FOLLOWS**

**IN WITNESS WHEREOF**, Grantor and Grantee have executed this Memorandum of Easement to as of the date and year first above written.

**GRANTOR:**

**BNSF RAILWAY COMPANY,**

a Delaware corporation

By: \_\_\_\_\_  
Name: Cary Hutchings  
Title: General Director Real Estate

**STATE OF TEXAS           §**  
**§**  
**COUNTY OF TARRANT   §**

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2026, by \_\_\_\_\_ (name) as \_\_\_\_\_ (title) of **BNSF RAILWAY COMPANY**, a Delaware corporation.

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

(Seal)

**GRANTEE:**

**AITKIN COUNTY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_ §  
  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2026, by \_\_\_\_\_ (name) as  
\_\_\_\_\_ (title) of \_\_\_\_\_, a  
\_\_\_\_\_.

\_\_\_\_\_  
Notary Public

My appointment expires: \_\_\_\_\_

(Seal)



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## EXHIBIT "C"

### CONTRACTOR REQUIREMENTS

#### 1) General

- A. The Contractor must cooperate with BNSF RAILWAY COMPANY, hereinafter referred to as "Railway" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "Railway Property", during the construction of roadway construction of CSAH 5 in Aitkin County, MN.
- B. The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- C. The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- D. The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:



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- E. The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to Environmental Laws (as defined below) and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
  
- F. The Contractor must notify **Aitkin County** and Railway's Manager Public Projects, at [alexis.jones@bnsf.com](mailto:alexis.jones@bnsf.com) at least thirty (30) calendar days before commencing any work on Railway Property.
  
- G. For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.
  
- H. Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor



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will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

## 2) Contractor Safety Orientation

- A. No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com). The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

## 3) Railway Requirements

- A. The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.
- B. The Contractor must notify the Railway's Manager of Engineering Dan Peltier at [daniel.peltier@bnsf.com](mailto:daniel.peltier@bnsf.com) and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- C. The Contractor must abide by the following temporary clearances during construction:
- 15'-0" Horizontally from centerline of nearest track
  - 21'-6" Vertically above top of rail
  - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
  - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
  - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
  - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- D. Upon completion of construction, the following clearances shall be maintained:



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- 25'           Horizontally from centerline of nearest track
  - 23' 6"       Vertically above top of rail
- E. Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to **Aitkin County** and must not be undertaken until approved in writing by the Railway, and until **Aitkin County** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- F. In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- G. The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **Aitkin County** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.
- H. At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- I. Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- J. The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

#### **4) Contractor Roadway Worker on Track Safety Program and Safety Action Plan**



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- A.** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site [www.BNSFContractor.com](http://www.BNSFContractor.com), which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.
- B.** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion **a)** to be on Railroad's property, or **b)** that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.
- i) The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at [www.erailsafe.com](http://www.erailsafe.com), in addition to any other applicable regulatory requirements.
  - ii) Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.
  - iii) Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.



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- iv) Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

## **5) Railway Flagger Services**

- A. The Contractor must give BNSF's Scheduling Agent ([BNSFScheduling@wilsonco.com](mailto:BNSFScheduling@wilsonco.com)) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Scheduling Agent can make appropriate arrangements (i.e., obtain availability and cost estimate for three (3) approved vendors for selection). If flagging services are scheduled in advance by the Contractor and it is subsequently determined by the parties hereto that such services are no longer necessary, the Contractor must give the Scheduling Agent ten (10) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.
- B. Unless determined otherwise by Railway's Project Representative, protective flagging services will be required when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
  - i) When, upon inspection by Railway's Representative, other conditions warrant.
  - ii) When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
  - iii) When work in any way interferes with the safe operation of trains at timetable speeds.
  - iv) When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
  - v) Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- C. Flagging services will be performed by qualified Railway flaggers.
  - i) Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.



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- ii) Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
- iii) The cost of flagger services provided by the Railway will be borne by **Aitkin County** and invoiced through BNSF's Scheduling Agent. The estimated cost for one (1) flagger is approximately between \$1,200.00-\$2,000.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision, scheduling and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

The cost of **inspector coordinator services** provided by the railway will be borne by **Contractor**. The estimated cost for inspector coordinator services is approximately \$1,200 per day. The contractor shall reimburse the railroad for actual costs of inspection services.

- iv) The average train traffic on this route is 3 freight trains per 24-hour period at a timetable speed 49 MPH and N/A passenger trains at a timetable speed of N/A MPH.

## **6) Contractor General Safety Requirements**

- A.** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- B.** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- C.** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop



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and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.

- D. When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.
- E. Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- F. Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- G. For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- H. All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, [www.BNSFContractor.com](http://www.BNSFContractor.com), however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- I. **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE**



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**CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**

- J. Machines or vehicles must not be left unattended with the engine running. Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)
- K. Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- L. All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

## 7) Excavation

- A. Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Field Engineering Representative Dan Peltier**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- B. The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of



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underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.

- C. All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- D. Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.
- E. Excavations and restoration must be conducted in accordance with all applicable Legal Requirements and the environmental provisions of Section 8.
- F. All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway-approved source, and must otherwise be suitable for its intended purpose as backfill material. Supporting documentation shall be provided to Railway upon request.
- G. Contractor must meet the appropriate compaction requirements for all fills and will be responsible for settlement of all fills, erosion, and embankments that may occur as a result of the placement fill.

## **8) Environmental Requirements:**

- A. Contractor must comply with all Environmental Laws (as defined below). Contractor must not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below).
- B. If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any release of Hazardous Materials non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release. Contractor must also give Railway prompt notice of all measures undertaken to investigate, remediate, or respond to any aforementioned condition.



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- C.** If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws arising in any way with respect to the work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.
- D.** If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall, at Contractor's expense, characterize any such impacted soils. Upon receiving sampling results, Contractor shall, at Contractor's expense, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.
- E.** All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility, at Contractor's expense, in accordance with all Environmental Laws. Contractor shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.
- F.** Notwithstanding anything in this Section 1.08, Contractor understands that Railway has no duty or obligation to monitor Contractor's use of the property or right of way to determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.
- G.** "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33



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U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

- H. "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

## **9) Personal Injury Reporting**

- A. The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



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### NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- Passenger on train (C)       Non-employee (N)  
*(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)*
- Contractor/safety       Contractor/non-safety sensitive (G)
- Volunteer/safety sensitive (H)       Volunteer/other non-safety sensitive (I)
- Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- Non-trespasser (J) - Off railroad property

If train involved, Train ID:

\_\_\_\_\_

Transmit attached information to Accident/Incident Reporting Center by:  
Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: [Accident-Reporting.Center@BNSF.com](mailto:Accident-Reporting.Center@BNSF.com)

Officer Providing Information:

\_\_\_\_\_  
(Name)                                      (Employee No.)                                      (Phone #)

**REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490**



## NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

Please complete this form and provide to the BNSF supervisor, who will input this information into the EHS Star system. For questions, call (817) 352-1267 or email [Safety.IncidentReporting@BNSF.com](mailto:Safety.IncidentReporting@BNSF.com).

Accident City/State: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

County: \_\_\_\_\_ Temperature: \_\_\_\_\_ Weather: \_\_\_\_\_  
(if non-BNSF location)

Name (Last/First/MI): \_\_\_\_\_

Age: \_\_\_\_\_ Gender (if available): \_\_\_\_\_

Company: \_\_\_\_\_

eRailsafe Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

BNSF Contractor Badge Number: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

Injury: \_\_\_\_\_ Body Part: \_\_\_\_\_  
(e.g., laceration) (e.g., hand)

Description of accident (including how accident occurred, potential cause, etc.):

\_\_\_\_\_  
\_\_\_\_\_

Work activity in progress at time of accident: \_\_\_\_\_

Tools, machinery, or hazardous materials involved in accident: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Treatment:

- First Aid Only
- Required Medical Treatment
- Other Medical Treatment: \_\_\_\_\_

Dr. Name: \_\_\_\_\_ Date: \_\_\_\_\_

Dr. Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Hospital Street Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Diagnosis: \_\_\_\_\_

THIS REPORT IS PART OF BNSF'S ACCIDENT REPORT PURSUANT TO THE ACCIDENT REPORTS STATUTE AND, AS SUCH SHALL NOT "BE ADMITTED AS EVIDENCE OR USED FOR ANY PURPOSE IN ANY SUIT OR ACTION FOR DAMAGES GROWING OUT OF ANY MATTER MENTIONED IN SAID REPORT...." 49 U.S.C. § 20903. See 49 C.F.R. § 225.7(b).



**EXHIBIT "C-1"**

**Agreement Between  
BNSF RAILWAY COMPANY  
and the  
CONTRACTOR**

**Railway File:** \_\_\_\_\_

**Agency Project:** \_\_\_\_\_

Account Name, a/an State or Country of Formation Type of Organization (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") dated \_\_\_\_\_, 20\_\_, **TBD** with **Aitkin County** for the performance of certain work in connection with the following project: Roadway realignment of CSAH 5. Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **Aitkin County** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

**1) RELEASE OF LIABILITY AND INDEMNITY**

- A.** Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of



Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.**

- B. THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.**
- C. Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.
- D. In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**



E. It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

## **2) TERM**

A. This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.

## **3) INSURANCE**

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

### **A. Commercial General Liability "CGL" Insurance**

i) The policy will provide a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the provider. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- (1) Bodily Injury and Property Damage
- (2) Personal Injury and Advertising Injury
- (3) Fire legal liability
- (4) Products and completed operations

ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- (1) definition of "Insured Contract" will be amended to remove any exclusion or other limitation for any work being done within 50 feet of RAILWAY's



property.

- (2) Waiver of subrogation in favor of and acceptable to RAILWAY; and
  - (3) Additional insured endorsement in favor of and acceptable to RAILWAY and include coverage for ongoing operations and completed operations; and
  - (4) Separation of insureds; and
  - (5) The policy will be primary and non-contributing with respect to any insurance carried by RAILWAY.
- iii) It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.
- iv) No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

#### **B. Business Automobile Insurance**

- i) The insurance will provide minimum coverage with a combined single limit of at least \$1,000,000 per accident, and include coverage for, but not limited to the following:
  - (1) Bodily injury and property damage
  - (2) Any and all vehicles owned, used or hired
- ii) The policy will include the following endorsements or language, which will be indicated on or attached to the certificate of insurance:
  - (1) Waiver of subrogation in favor of and acceptable to RAILWAY;
  - (2) Additional insured endorsement in favor of and acceptable to RAILWAY;
  - (3) Separation of insureds;
  - (4) The policy shall be primary and non-contributing with respect to any



insurance carried by RAILWAY.

**C. Workers Compensation and Employers Liability Insurance**

- i) Workers Compensation and Employers Liability insurance including coverage for, but not limited to:
  - (1) Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
  - (2) Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.
- ii) This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:
  - (1) Waiver of subrogation in favor of and acceptable to Railway.

**D. Railroad Protective Liability insurance**

- i) Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:
  - (1) Endorsed to include the Pollution Exclusion Amendment
  - (2) Endorsed to include the Limited Seepage and Pollution Endorsement.
  - (3) Endorsed to remove any exclusion for punitive damages.
  - (4) No other endorsements restricting coverage may be added.
  - (5) The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement.
  - (6) Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on



the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway’s Blanket Railroad Protective Liability Insurance Policy.

**E. Other Requirements:**

- i) Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.
- ii) Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor’s care, custody or control.
- iii) Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.
- iv) Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor’s insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.
- v) Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF	Railway	Company
c/o		CertFocus
P.O.	Box	140528
Kansas	City,	MO
Toll	Free:	877-576-2378
<u>Fax</u>	<u>number:</u>	817-840-7487



Email:  
[www.certfocus.com](http://www.certfocus.com)

[BNSF@certfocus.com](mailto:BNSF@certfocus.com)

- vi) Contractor shall notify Railway in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.
- vii) Any insurance policy shall be written by a reputable insurance company acceptable to Railway or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.
- viii) If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.
- ix) Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.
- x) Not more frequently than once every five years, Railway may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.
- xi) If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming Railway as an additional insured, and shall require that the subcontractor shall release, defend and indemnify Railway to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify Railway herein.
- xii) Failure to provide evidence as required by this section shall entitle, but not require, Railway to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.
- xiii) The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity



provisions of this Agreement. Damages recoverable by Railway shall not be limited by the amount of the required insurance coverage.

- xiv) In the event of a claim or lawsuit involving Railway arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.
  
- xv) These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.
  
- xvi) For purposes of this section, Railway shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

#### **4) SALES AND OTHER TAXES**

- A.** In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii) Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.
  
- B.** Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is



responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

- C. Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

## **5) ENVIRONMENTAL**

- i) Contractor shall strictly comply with all Environmental Laws (as defined below). Contractor shall not maintain a "treatment," "storage," "transfer" or "disposal" facility, or "underground storage tank," as those terms are defined by Environmental Laws, on the Railway Property or the right of way. Contractor will not handle, transport, release or suffer the release of Hazardous Materials (as defined below) on or about the Premises. Small quantities of diesel fuel, engine oil, and hydraulic fluids used in the operation of Contractor's equipment shall not be deemed a violation of this Section 5.
- ii) Contractor shall give Railroad immediate notice to Railroad's Resource Operations Center at (800) 832-5452 of any release of Hazardous Materials on, from, or affecting the Premises. Contractor shall immediately respond to any release on or from the Premises. Any violation of Environmental Laws or any inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Contractor's use of the Premises must be immediately reported to Railroad at [EnvironmentalLeases@bnsf.com](mailto:EnvironmentalLeases@bnsf.com). Contractor also shall give Railroad prompt notice of all measures undertaken on behalf of



Contractor to investigate, remediate, respond to or otherwise cure a release or violation.

iii) If Railway has notice from Contractor or otherwise of a release or violation of Environmental Laws caused by Contractor or arising in any way with respect to Contractor's work which occurred or may occur during the term of this Agreement, Railway may require Contractor, at Contractor's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Railway's Property.

iv) If during the construction or subsequent maintenance of the work or Structures, or any other soil-disturbing activities, soils or other materials considered to be environmentally impacted are encountered, Contractor will stop work immediately and notify Railway. After consultation with Railway, Contractor shall characterize any such impacted soils. Upon receiving sampling results, Contractor shall, in consultation with Railway, manage, remove, and/or dispose any such impacted soils offsite at an appropriately-licensed facility in accordance with Environmental Laws. Soil characterization and applicable disposal requirements, shall be in accordance with applicable federal, state, and local Environmental Laws or in consultation with an agency having the capacity and authority to make such a determination.

v) All soils and materials to be removed from the Railway Property or right of way must be properly characterized, managed, transported, and disposed of at an appropriately-licensed facility in accordance with all Environmental Laws. Either Contractor or Agency shall be the "Generator" of any and all such materials and waste, as such term is defined in Environmental Laws.

vi) All fill materials to be imported to Railway's property shall be certified clean fill or from a Railway approved source, and supporting documentation shall be provided to Railway upon request.

Contractor shall promptly report to Railroad in writing any conditions or activities upon the Railroad Property known to Contractor which create a risk of harm to persons, property or the environment and shall take all reasonable actions necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Contractor's reporting to Railroad shall not relieve Contractor of any obligation whatsoever imposed on it by this Agreement. Contractor shall promptly respond to Railroad's request for information regarding said conditions or activities.

vii) Notwithstanding anything in this Section 5, the parties agree that BNSF has no duty or obligation to monitor Contractor's use of the property or right of way to



determine Contractor's compliance with Environmental Laws, it being solely Contractor's responsibility to ensure that Contractor's use is compliant. Regulatory plans and a minimum of two (2) years of records/inspections shall be readily available. Contractor shall promptly provide the same to the Railroad upon request.

viii) "Environmental Law(s)" shall mean any federal, state, local, or tribal law, statute, ordinance, code, rule, regulation, policy, common law, license, authorization, decision, order, or injunction which pertains to health, safety, any Hazardous Material, or the environment (including but not limited to ground, air, water, or noise pollution or contamination, and underground or above-ground tanks) and shall include, without limitation, CERCLA 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq., CERCLA; the Hazardous Materials Transportation Act, 49 U.S.C. §5101 et seq.; the Federal Water Pollution Control Act, 33 U.S.C. §1251 et seq.; the Clean Air Act, 42 U.S.C. §7401 et seq.; the Toxic Substances Control Act, 15 U.S.C. §2601 et seq.; the Safe Drinking Water Act, 42 U.S.C. §300f et seq.; the Emergency Planning and Community Right-to-Know Act, 42 U.S.C. 11001 et seq.; the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 to 136y; the Oil Pollution Act, 33 U.S.C. 2701 et seq.; and the Occupational Safety and Health Act, 29 U.S.C. 651 et seq.; all as have been amended from time to time, and any other federal, state, local, or tribal environmental requirements, together with all rules, regulations, orders, and decrees now or hereafter promulgated under any of the foregoing, as any of the foregoing now exist or may be changed or amended or come into effect in the future.

ix) "Hazardous Material(s)" shall include but shall not be limited to any substance, material, or waste that is regulated by any Environmental Law or otherwise regulated by any federal, state, local, or tribal governmental authority because of toxic, flammable, explosive, corrosive, reactive, radioactive or other properties that may be hazardous to human health or the environment, including without limitation asbestos and asbestos-containing materials, radon, petroleum and petroleum products, urea formaldehyde foam insulation, methane, lead-based paint, polychlorinated biphenyl compounds, hydrocarbons or like substances and their additives or constituents, pesticides, agricultural chemicals, and any other special, toxic, or hazardous (i) substances, (ii) materials, or (iii) wastes of any kind, including without limitation those now or hereafter defined, determined, or identified as "hazardous chemicals," "hazardous substances," "hazardous materials," "toxic substances," or "hazardous wastes" in any Environmental Law.

## **6) EXHIBIT "C" CONTRACTOR REQUIREMENTS**



- A. The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement (<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

## **7) TRAIN DELAY**

- A. Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.
- B. For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.
- C. Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.
- D. The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway



confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

- E. Contractor and its subcontractors must give Railway's representative Ben Peterson at 817-528-0285 (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.
- F. Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.

SIGNATURE PAGE FOLLOWS



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

**BNSF RAILWAY COMPANY**

**Account Name**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Title: Manager Public Projects

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

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

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

Accepted and effective this \_\_\_\_\_ day of 20\_\_.

Contact Person: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Fax: \_\_\_\_\_

Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_



EXHIBIT D

AUTHORITY FOR EXPENDITURE

LOCATION : KIMBERLY	LINE SEGMENT : 27	AFE NUMBER :
PLANITEM NUMBER : 979010000	MILEPOST : 79.69	RFA NUMBER : 5909826
PROPERTY OF : BNSF RAILWAY COMPANY	DIVISION : TC	CPAR NUMBER : CB960024
OPERATED BY : BNSF RAILWAY COMPANY	SUBDIVISION : BRAINERD	BUDGET YEAR : 2026
JOINT FACILITY : AITKIN COUNTY	TRACK TYPE : S	BUDGET CLASS : 6
% BILLABLE (+/-) : 100.0	TAX STATE : MN	REPORTING OFFICE : 121
	SPONSOR : VP ENGINEERING	CENTER/ROLLUP : 13542

PURPOSE, JUSTIFICATION AND DESCRIPTION

PIP TCE DIV BRAINERD SUB LS 27 MP 79.69 DOT#076238S 100% BILLABLE TO AITKIN COUNTY MN. RELOCATE THE CROSSING SURFACE AT DOT# 076238S CSAH 5 IN KIMBERLY, MN APPROXIMATELY 100' TO THE EAST OF EXISTING.

PRIMARY FUNDING SOURCE IS FHWA

\*\* BUY AMERICA(N) APPLIES \*\*

PLAN ITEM	LINE SEG	BEG MP	END MP	TRK NBR	BEGIN STATION	END STATION	PROJECT TYPE	BUD YEAR
979010000	27	79.69	79.69	S	KIMBERLY	KIMBERLY	PUBLIC IMPROVEMENT PROJECT	2026

	CASH CAPITAL	NONCASH CAPITAL	OPERATING EXP	REMOVAL COSTS	BILLABLE	TOTALS
LABOR COSTS	0	0	0	0	81,770	81,770
MATERIAL COSTS	0	0	0	0	72,474	72,474
OTHER COSTS	0	0	0	0	14,466	14,466
<b>TOTALS</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>168,710</b>	<b>168,710</b>

SYSTEM MAINTENANCE AND PLANNING  
 ESTIMATE REF. NUMBER: 5909826  
 COSTING DATE: 01/12/2026

PRINTED ON: 01/12/2026  
 ESTIMATED BY: JOHNSON  
 PRINTED BY: JOHNSON





# Board of County Commissioners Agenda Request

## 4B

Agenda Item #

**Requested Meeting Date:** 4-28-26

**Title of Item:** MnDOT Agreement No. 1058074

<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
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<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> 10 minutes
--	---

**Summary of Issue:**

As part of the County Highway 5 reconstruction project through the Kimberly area, a new traffic signal and gate will be needed for the new crossing, which will be constructed at a 15-degree skew to the railroad. The MnDOT Rail Office has drafted Agreement No. 1058074 to outline the responsibilities of Aitkin County, MnDOT, and BNSF Railroad for construction of this signal/gate system. The total cost of the system is estimated at \$798,079, with Aitkin County's 50% share of that cost being \$399,039.50.

The County Attorney has reviewed this agreement and has found it to be appropriate as to form and content.

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

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

**Financial Impact:**

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

*What is the total cost, with tax and shipping?* \$ 399,039.50

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

\$6,500,000 was budgeted in 2026 for the County Highway 5 Reconstruction project.

**STATE OF MINNESOTA  
RAILROAD CROSSING SIGNAL AGREEMENT**

<b>USDOT Number:</b>	982816T (Replacing 076238S)	<b>Total Obligation:</b>	\$ 798,079.00
<b>State Project Number (SP):</b>	01-00112	<b>Anticipated Federal Aid:</b>	\$ 5,000.00
<b>Federal Project Number:</b>	RRS 0126(191)	<b>Total State Obligation:</b>	\$ 394,039.50
<b>CFDA:</b>	20.205	<b>Total Local Agency Obligation:</b>	\$ 399,039.50
		<b>Total Railroad Obligation:</b>	\$ 0.00
<b>Railroad:</b>	BNSF Railway Company		
<b>Location:</b>	CSAH 5 (Nature Avenue), Kimberly Township, Aitkin County, MN		
<b>Local Agency:</b>	Aitkin County		

This Agreement is made and entered into by and between the State of Minnesota through its Commissioner of Transportation, (“State”), the BNSF Railway Company, (“Company”), and Aitkin County, (“Local Agency”) (collectively, the “Parties”).

**RECITALS**

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1. CSAH 5 (Nature Avenue), as now established, crosses the track of the Company at grade in Kimberly Township, Aitkin County, Minnesota. The location of the crossing and railway track are shown on the attached Exhibit A (“Crossing”).
2. The State, the Company, and the Local Agency, desire that the Crossing be provided with new railroad flashing light signals, gates, constant warning circuitry and LED lenses] (“Signal System”) and the Company is willing to install, maintain and operate such Signal System upon the terms and conditions set forth in this Agreement (“Project”).
3. The State, pursuant to Minnesota Statute §161.36, is authorized to cooperate with the United States government in contracting for the construction, improvement and maintenance of transportation in the State of Minnesota, financed in whole or in part by federal monies.
4. The Federal Highway Administration (“FHWA”), when acting in cooperation with the State of Minnesota, is authorized by Section 130 of Title 23 of the United States Code to make Federal Aid available for the purpose of eliminating hazards at railroad grade crossings within the State of Minnesota.
5. The State, pursuant to Minn. Stat. §219.26, has reviewed the proposed selection of warning devices for the Crossing and has determined that the proposed selection is appropriate for the Crossing.

Accordingly, the Parties agree as follows:

**AGREEMENT**

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

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all required signatures under Minn. Stat. §16C.05, subdivision 2. The Company must not begin work under this Agreement until it is fully executed and the Company has been notified in writing by the State’s Project Manager to begin the Project.
- 1.2. **Expiration Date.** This Agreement will expire four (4) years after it is fully executed, or when all obligations have been satisfactorily fulfilled, whichever occurs first. Work completed after the expiration of this Agreement will

not be paid for by the State or Local Agency; any work completed by the Company agrees to complete such work at its own risk and expense.

- 1.3. **Survival of Terms.** All terms which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, but not limited to the following terms: Future Responsibility; State Audits; Data Disclosure; Government Data Practices; and Governing Law, Jurisdiction and Venue.
- 1.4. **Exhibits.** Exhibit A: Location Print; Exhibit B: Detailed Cost Estimate; Exhibit C: Title VI Non-Discrimination Provisions; Exhibit D: Buy America Requirements, and Exhibit E: Local Agency Resolution are attached and incorporated into this Agreement.

## 2. Scope of Work

### 2.1. Performance of Project Work

- 2.1.1. The Company will furnish all materials for, and install, the Signal System on CSAH 5 (Nature Avenue) at the Crossing indicated on Exhibit A. The Company will place the Signal System in accordance with Part 8 of the Minnesota Manual on Uniform Traffic Control Devices ("MN MUTCD").
- 2.1.2. The Company will submit detailed plans and specifications for the Project to the State for its approval, prior to starting the Project.
- 2.1.3. The Company may subcontract any or all of the Project work under this Agreement, provided a market-based competitive procurement process is used.
  - (a) If the subcontracted work costs less than \$10,000.00, the Company will provide an invoice detailing the work performed by its subcontractor(s).
  - (b) If the subcontracted work costs \$10,000.00 or more, the Company will:
    - i. Obtain prior approval from the State;
    - ii. Enter into a written contract with the subcontractor; however, an existing, continuing contract under which the Company has the same kind of work regularly performed at the Company's cost may be considered to conform to the requirements of this Section if the State determines that the proposed costs are reasonable; and
    - iii. Provide a copy of the new or continuing contract under which the subcontracted Project work will be performed.

2.1.4. The Company will comply with Buy America requirements as set forth in Exhibit D.

### 2.2. Standards of Performance; Inspection

- 2.2.1. Applicable standards for railroad grade crossing construction consist of standards and regulations in AASHTO, AREMA, FHWA, MN MUTCD, Minn. Stat. §219 and Minn. Rules §8830. Should a conflict be identified in any of these standards or regulations, Minnesota statutes and rules will govern.
- 2.2.2. The Company will have the Signal System placed in service within eighteen (18) months after the date the Company is authorized to begin the Project. If the Company determines it is not possible to do so within this time frame, the Company will notify the State of the need for a time extension and indicate the reason for such extension.
- 2.2.3. The Company and Local Agency will permit the State to inspect and approve the Project during the regular working hours of the Company with prior notice.
- 2.2.4. The Company will notify the State in writing of the date the Signal System is in service. On or after that date, representatives of the State and the Company will conduct a joint inspection of the Project.
- 2.2.5. The State may refuse to approve any and all portions of the Project performed under this Agreement for failure to comply with applicable standards for work of this type. If the State fails to approve the Project,

the State may refuse to make any further payments until the Project is performed in accordance with acceptable standards for work of this type and approved by the State.

2.2.6. The Company will notify the State in writing of the date when the Project is completed.

### 2.3. **Traffic Control**

2.3.1. The Company will be responsible for all traffic control and schedule coordination with the Local Agency as may be required to complete the Project. Where work on or near the traveled roadway is necessary, proper traffic signs, channelizing devices, warning lights, and barricades will be erected to protect traffic, employees, and pedestrians. All traffic control devices and methods will conform to the Minnesota Field Manual on Temporary Traffic Control Zone Layouts, MN MUTCD, Minnesota Standard Sign Manual, as well as the provisions and requirements of the Local Agency.

2.3.2. The Company will provide 48 hours' notice to the Local Agency before placing any traffic control on the roadway.

2.3.3. The Company will coordinate with the Local Agency if there is a need for a road detour in connection with the Project prior to the date the Project is started.

2.3.4. The actual costs incurred by the Company for traffic control are eligible for reimbursement under the terms of this Agreement.

2.4. **Approach Work and Sidewalks.** The State will coordinate with the Local Agency for the completion of any modifications to roadways, sidewalks or bike trails that may be necessary to accommodate the Project, at no expense to the Company.

2.5. **Project Work Changes.** If the State, the Company, or the Local Agency determine that change(s) to the Project scope, as outlined in Section 2.1 above, are required, such change(s) will be authorized only by an amendment to this Agreement executed prior to performance of any such change(s).

### 3. **Future Responsibility**

3.1. **Maintenance.** The Company will maintain and operate the Signal System at its sole expense, upon completion of the Project; provided, however, that the Company's agreement herein to operate and maintain the Signal System will not hinder the Company's ability to benefit from, or otherwise take advantage of, federal, state, or other public funds that may become available to pay or contribute to the cost of the operation and maintenance of signal systems at highway-railroad grade crossings.

3.2. **Advance Signing and Pavement Markings.** After the Project is completed, the State will coordinate with the Local Agency to install, or have installed, appropriate advance warning signs, other supplemental signs and pavement markings as needed, and to remove signs that are no longer needed, in accordance with the MN MUTCD.

#### 3.3. **Future Modifications or Removal**

3.3.1. The Signal System will be the property of the State and will not be removed unless there has been a determination by the State that the Signal System is no longer required at the Crossing. If it determines that the Signal System is to be removed, the Company will promptly remove the Signal System at its sole expense and notify the State of the removal date.

3.3.2. If future railway improvements necessitate a modification of the Signal System at the Crossing, the Company will bear the entire cost of such modification without contribution from the State or Local Agency.

3.3.3. If future highway improvements necessitate a modification of the Signal System at the Crossing, the Company will negotiate a separate agreement with the Local Agency to allocate costs of such modification between the Parties.

#### 4. Billing and Payment

4.1. **Cost Estimate.** The State, the Company, and the Local Agency have agreed upon the following estimated cost for the Project to be completed by the Company or its subcontractor:

<b>Estimated Signal System Cost</b>	
State Funds (reimbursable with Federal Funds)	\$5,000.00
50% State Funds	\$394,039.50
<u>50% Local Agency Funds</u>	<u>\$399,039.50</u>
<b>Total Estimated Cost</b>	<b>\$798,079.00</b>

4.2. **Cost Sharing.** The Company will be responsible for sending invoices to each Party, as applicable, setting forth their respective proportional share of costs whenever such costs are incurred by the Company and/or submitted to the Company by its subcontractor(s) for reimbursement.

#### 4.3. Reimbursement

4.3.1. The State and Local Agency will pay the Company only for such items of work and expense as are proper and eligible for payment, as provided in 23 Code of Federal Regulations ("23 CFR"), including, but not limited to, Parts 1, 140, 172 and 646. Only materials actually incorporated into the Project will be eligible for reimbursement. Actual costs include taxes, such as applicable sales and use taxes, gross receipts taxes, business and occupation taxes, and similar taxes. Payments will be made in accordance with the following:

- (a) The State will make payments in accordance with Minnesota Statutes §16A.124.
- (b) Invoices for labor and materials ("Partial Invoices") may be submitted on a periodic basis during the Project, but not more frequently than once per month. Valid Partial Invoices will be paid no later than thirty (30) days from the date they are received by the State's Office of Freight and Commercial Vehicle Operations.
- (c) Partial Invoices that are not approved due to disputed items will be returned to the Company with a request to justify the disputed items. Upon resolution of such dispute, the State will pay the Company within thirty (30) days of receiving a corrected invoice. The State may pay the undisputed portion of any disputed invoice.
- (d) Partial Invoices must be based on actual (not estimated) costs incurred. Partial Invoices need not be itemized, but the State must be able to substantiate claimed costs by checking the Company's records upon request.
- (e) Final invoices must be submitted within 120 days of completion of the Project. Invoices submitted after this date, but less than one (1) year after completion of the Project will not be paid unless good cause is shown for the delay in the invoice's submission. In accordance with 23 CFR 140.922, any final invoice received more than one (1) year after completion of the Project will not be paid.
- (f) The final invoice must be a detailed, itemized statement of all items of work performed by the Company or its subcontractors, and must be marked "Final Invoice".
- (g) The State will inspect and approve the Project prior to payment of the final invoice. After the State's inspection and approval, the final invoice will be audited by the State in accordance with the requirements of state and federal laws and regulations. The Company must keep accounts and records for the Project in such a way that they may be readily audited. If any amount previously paid to the Company is in excess of the actual cost determined by audit, the Company, upon notice from the State, must pay the difference to the State within thirty (30) days of such notice. Conversely, if any amount previously paid to the Company is less than the actual costs determined by audit, the State will pay the remaining actual costs due within thirty (30) days of such determination.

(h) All invoices will be addressed as follows:

MnDOT Office of Freight and Commercial Vehicle Operations  
395 John Ireland Boulevard, M.S. 470  
St. Paul, MN 55155-1899  
Email: [anthony.cenci@state.mn.us](mailto:anthony.cenci@state.mn.us)

4.4. **Overrun of Estimated Costs with No Work Changes.** If, at any time subsequent to the effective date of this Agreement and prior to completion of the Project, the Company's actual costs for the Project exceed the estimated cost ("Overrun Costs"), the Company will provide a written justification for such Overrun Costs with the next invoice it submits for the State's review and approval.

4.4.1. If the Overrun Costs are less than 20% of the estimated cost, the State will encumber the necessary additional funds upon completing its review and approval of the Company's justification statement.

4.4.2. If the Overrun Costs are equal to or greater than 20% of the estimated cost, the Parties will execute an amendment to this Agreement, and the State will encumber the necessary additional funds, upon the State's completion of its review and approval of the Company's justification statement. Any additional expenses incurred by the Company prior to receiving notice of the State's approval may not be reimbursed by State.

4.4.3. If the Company fails to provide a justification or justification-clarification statement for Overrun Costs within five (5) business days of the State's request for the same after its receipt of the Company's invoice, the Overrun Costs may not be reimbursed by the State.

## 5. Project Contacts

### 5.1. The State's Authorized Project Manager:

Name: Chad Nieman  
Telephone: 612-322-8632  
E-Mail: [chad.nieman@state.mn.us](mailto:chad.nieman@state.mn.us)

### 5.2. The Company's Authorized Project Representative:

Name: Alexis Jones  
Telephone: 901-495-3778  
E-Mail: [Alexis.Jones@bnsf.com](mailto:Alexis.Jones@bnsf.com)

### 5.3. The Local Agency's Authorized Project Representative:

Name: Paul Kazmerzak  
Telephone: 218-670-0550  
E-Mail: [paul.kazmerzak@aitkincountymn.gov](mailto:paul.kazmerzak@aitkincountymn.gov)

## 6. General Terms

6.1. **Assignment of Receivables.** Any Party to this Agreement may assign any receivables due them under this Agreement; provided, however, such assignments will not relieve the assignor of any of its rights or obligations under this Agreement.

6.2. **Amendments, Waiver, Merger and Counterparts.** Any amendments to this Agreement must be in writing and executed by the same parties who executed the original Agreement, or their successors in office. Failure of a Party to enforce any provision of this Agreement will not constitute, or be construed as, a waiver of such provision or of the right to enforce such provision. This Agreement contains all prior negotiations and

agreements between the Parties. No other understandings, whether written or oral, regarding the subject matter of this Agreement will be deemed to exist or to bind any of the Parties. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original, but all of which together will constitute one and the same Agreement.

- 6.3. **State Audits.** Under Minn. Stat. §16C.05, subd. 5, the Company's and Local Agency's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six (6) years after an appropriate state official certifies the Company's completion of the Project required under this Agreement.
- 6.4. **Liability.** Each of the Parties is responsible for its own acts and omissions and the results thereof. The State's liability is governed by Minn. Stat. §3.736. The Local Agency's liability is governed by Minnesota Statutes Chapter 466.
- 6.5. **Data Disclosure.** Under Minnesota Statutes §270C.65, and other applicable law, the Company consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Company to file state tax returns and pay delinquent state tax liabilities, if any.
- 6.6. **Government Data Practices.** This Agreement is subject to the provisions of the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13 ("MGDPA").
  - 6.6.1. All data created, collected, received, stored, used, maintained or disseminated by the Company under this Agreement will be subject to the provisions of Minn. Stat. §13.05, subdivision 11 only to the extent that the Company is required to undertake state governmental functions in the performance of its duties and obligations under this Agreement. In such event, the remedies of Minn. Stat. §13.08 will apply to the Company's release of data governed by the MGDPA. If the Company receives a request to release any data governed by this Section, the Company will immediately notify the State. The State will give the Company instructions concerning the release of the data to the requesting party before the data is released.
  - 6.6.2. The State and Local Agency must comply with the MGDPA as it applies to all data provided by either party under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained or disseminated by Local Agency under this Agreement. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data governed by the MGDPA by either the Local Agency or the State. If the Local Agency receives a request to release the data referred to in this Section, it must immediately notify and consult with State's Authorized Project Representative as to how the Local Agency should respond to the request. The Local Agency's response to the request will comply with applicable law.
- 6.7. **Workers' Compensation.** The Company certifies that it has the appropriate workers' compensation insurance coverage required by Minnesota law, or federal law if the Company is subject to federal law which preempts Minnesota law. The Company will require its subcontractors to present proof of coverage under the Minnesota Workers' Compensation Act. The Company's employees and agents will not be considered state employees. Any claims arising under workers' compensation laws, or any claims made by a third party as a consequence of the acts or omissions of the Company, its agents, employees or subcontractors, are in no way the responsibility of the State.
- 6.8. **Termination**
  - 6.8.1. The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source, or if funding cannot be continued at a level sufficient to allow for the payment of the services covered herein. Termination must be by written notice to the Company and the Local Agency. The State is not obligated to pay for any expenses or services that are incurred or provided after notice and effective date of termination.

- 6.8.2. The Company will be entitled to payment, however, determined on a pro rata basis for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State will provide the Company and Local Agency with notice of the lack of funding within a reasonable time of the State's receiving said notice.
- 6.9. **Nondiscrimination.** If the Company enters into an agreement with a subcontractor to perform all or any portion of the Project, the Company, for itself, its assigns, and successors in interest, agrees that it will not discriminate in its choice of subcontractors and will include all of the nondiscrimination provisions in this Agreement, as well as those set forth in Exhibit C, in its lower tier contracts.
- 6.10. **Disadvantaged Business Enterprises.** The disadvantaged business enterprise requirements of 49 CFR 26 apply to this Agreement. The Company will ensure that disadvantaged business enterprises, as defined in 49 CFR 26, have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds by complying with all requirements of 49 CFR 26. The Company must not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts under this Agreement. Failure to comply with these requirements will constitute a breach of this Agreement and may result in its termination by the State, and possible debarment of the Company from performing other contractual services with the Federal Department of Transportation.
- 6.11. **Governing Law, Jurisdiction and Venue.** Minnesota law, without regard to its choice-of-law provisions, governs this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, will be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

**THE BALANCE OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**COMPANY**

The Company certifies that the appropriate person(s) have executed this Agreement on behalf of the Company as required by applicable articles, bylaws or resolutions.

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

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

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

**LOCAL AGENCY**

Local Agency certifies that the appropriate person(s) have executed this Agreement on behalf of the Local Agency as required by applicable articles, bylaws or resolutions.

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

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

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

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

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

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

**STATE ENCUMBRANCE VERIFICATION**

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

Signed:

Date:

SWIFT PO: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION, as delegated**

Signed:

Date:

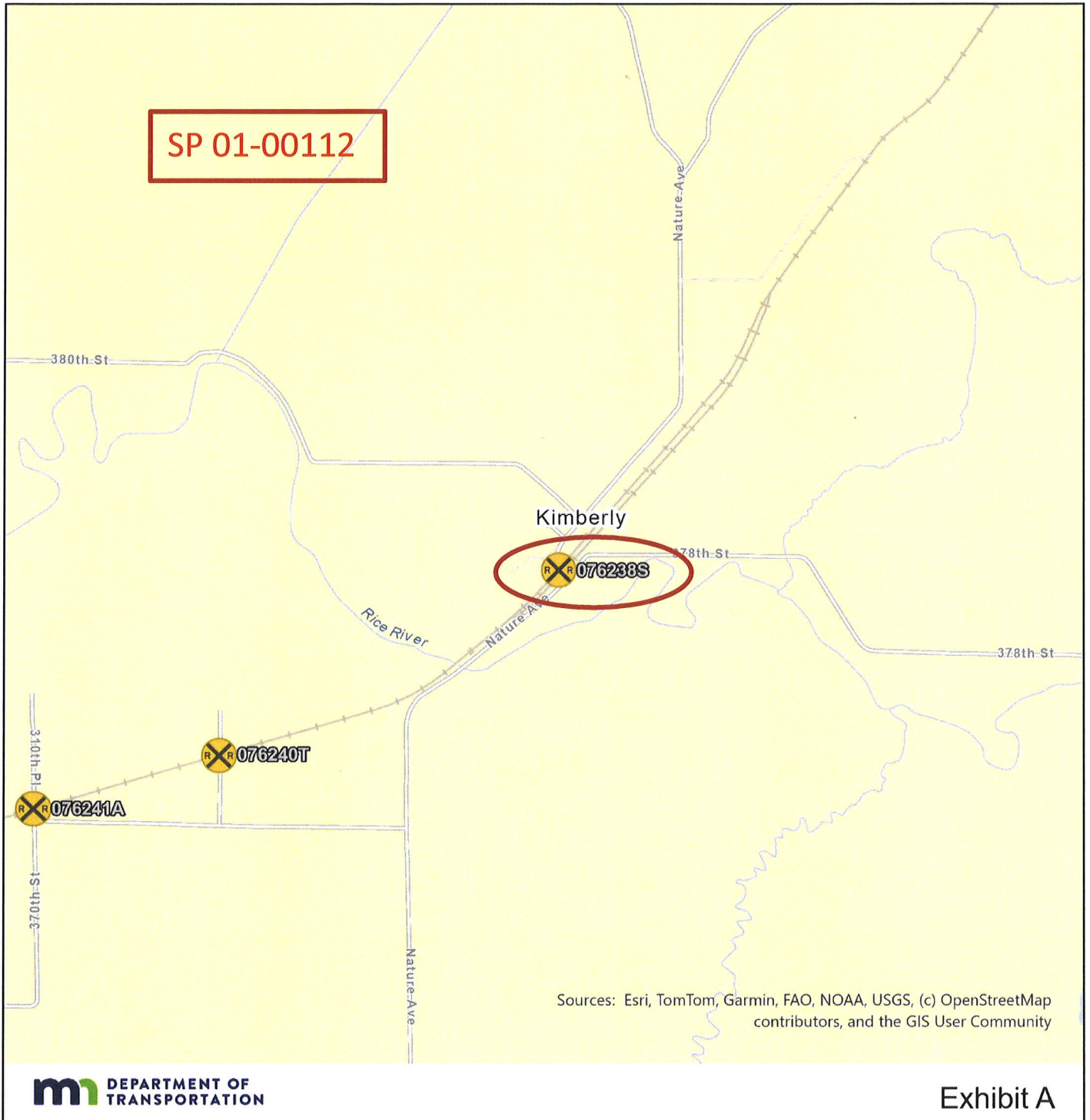
Title: Manager, Rail safety and Coordination Section

**COMMISSIONER OF ADMINISTRATION, as delegated**

Signed:

Date:

EXHIBIT A  
LOCATION PRINT



**EXHIBIT B  
DETAILED COST ESTIMATE**

LOCATION ESS KIMBERLY TO WSS KIMBERLY	DETAILS OF ESTIMATE	PLAN ITEM : 000364760	VERSION : 3
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PURPOSE, JUSTIFICATION AND DESCRIPTION

CSAH 5 (NATURE AVE) - KIMBERLY, MN; INSTALL CONSTANT WARNING / FLASHERS / GATES; 100% BILLABLE TO THE STATE OF MN; TWIN CITIES DIV; BRAINERD SUBDIV; LS 0027; MP 79.69; DOT# 076238S; SEQ#98183.

MONTHLY POWER UTILITY COST CENTER :  
61740.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.  
THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.  
CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

\*\*\*\*\* SIGNAL WORK ONLY \*\*\*\*\*

MAINTAIN PROPRIETARY CONFIDENTIALITY.  
PRJCTRNAME; INSTALL/REPLACE CONSTANT WARNING / FLASHERS / GATES; XXXXXXXX DIV; XXXXX SUBDIV; LS XXXX; MP XXXX;  
DOT# XXXXXXXX; SEQ# XXXXX.

MONTHLY POWER UTILITY COST CENTER : XXXXX.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY.  
THIS ESTIMATE IS GOOD FOR 180 DAYS. THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.  
CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD.

\*\*\*\*\* SIGNAL WORK ONLY \*\*\*\*\*

MAINTAIN PROPRIETARY CONFIDENTIALITY.  
PRIMARY FUNDING SOURCE IS FHWA  
\*\* BUY AMERICA(N) APPLIES \*\*

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$
*****			
LABOR			
*****			
ELECTRICAL LABOR F/SIGNAL EQUIPMENT	108.0 MH	5,325	
SIGNAL FIELD - INSTALL	1752.0 MH	108,428	
SIGNAL SHOP LABOR - CAP	0.01 MH	1	
PAYROLL ASSOCIATED COSTS		72,210	
DA OVERHEADS		134,331	
EQUIPMENT EXPENSES		35,706	
INSURANCE EXPENSES		22,545	
		378,546	378,546
*****			
MATERIAL			
*****			
ARRESTOR, MDSA-2 XS	1.0 EA N	828	
BATTERY CHOKE	1.0 EA N	402	
BATTERY, VGL-255	10.0 EA N	2,932	
BATTERY, VGL-350	18.0 EA N	7,162	
BELLS	2.0 EA N	564	
BUNGALOW 8X8 W/ AC	1.0 LS N	17,249	
BUNGALOW MATERIAL	1.0 LS N	23,232	
BUNGALOW, WIRE AND TEST	1.0 LS N	6,811	
CABLE, 2C/6 TW	700.0 FT N	1,435	
CABLE, 3C/2	250.0 FT N	1,955	
CABLE, 5C/10	70.0 FT N	184	
CABLE, 5C/6	500.0 FT N	3,375	
CABLE, 7C/14	500.0 FT N	1,635	
CHARGERS, 12/80 (20/40/60)	2.0 EA N	3,964	
CONSTANT WARNING, XP4, 2TK	1.0 EA N	30,015	

ELECTRICAL MATERIAL	1.0 EA N	4,000	
EVENT RECORDER	1.0 EA N	5,615	
FIELD MATERIAL	1.0 LS N	7,647	
FILL DIRT	20.0 CY N	1,000	
FOUNDATION, GATE	2.0 EA N	2,074	
GATE KEEPER/ SAVER	2.0 EA N	2,712	
GATE MECHANISM, S-60 COMPLETE	2.0 EA N	12,187	
INDUCTOR, DUMMY LOAD	1.0 EA N	892	
LED LIGHT	8.0 EA N	1,778	
RELAY, DAX	2.0 EA N	2,806	
SHUNT, NBS	4.0 EA N	4,192	
SURFACE ROCK	10.0 CY N	1,000	
X REM HSE - ARRESTOR, MDSA-2 XS	1.0 EA N	828	
X REM HSE - BATTERY, VGL-350	18.0 EA N	7,162	
X REM HSE - BERM WALL	60.0 FT N	19,324	
X REM HSE - BUNGALOW 8X8 W/ AC	1.0 LS N	17,249	
X REM HSE - BUNGALOW MATERIAL	1.0 LS N	9,453	
X REM HSE - BUNGALOW, WIRE AND TEST	1.0 LS N	6,811	
X REM HSE - CABLE, 2C/6 TW	1250.0 FT N	2,563	
X REM HSE - CABLE, 3C/2	250.0 FT N	1,955	
X REM HSE - CABLE, 7C/14	2000.0 FT N	6,540	
X REM HSE - CHARGER, 12/80 (20/40/60)	1.0 EA N	1,982	
X REM HSE - CONSTANT WARNING, XP4, 2TK	1.0 EA N	30,015	
X REM HSE - CONVERTOR, 10-10	2.0 EA N	413	
X REM HSE - ELECTRICAL MATERIAL	1.0 EA N	4,000	
X REM HSE - FIELD MATERIAL	1.0 LS N	1,910	
X REM HSE - FILL DIRT	20.0 CY N	1,000	
X REM HSE - GENERATOR, ACG-3	1.0 EA N	348	
X REM HSE - INDUCTOR, DUMMY LOAD	1.0 EA N	892	
X REM HSE - RELAY, DAX	2.0 EA N	2,806	
X REM HSE - SHUNT, NBS	3.0 EA N	3,144	
X REM HSE - SURFACE ROCK	10.0 CY N	1,000	
USE TAX		22,412	
OFFLINE TRANSPORTATION		3,344	
		<hr/>	
TOTAL MATERIAL COST		292,797	292,797
*****			
OTHER			
*****			
AC POWER SERVICE	1.0 EA N	7,500	
CONTRACT ENGINEERING	1.0 LS N	12,000	
CONTRACT FLAGGING/ SIGNS/ CONES	1.0 LS N	12,000	
MACHINE RENTAL	1.0 LS N	8,000	
X REM HSE - AC POWER SERVICE	1.0 EA N	7,500	
		<hr/>	
TOTAL OTHER ITEMS COST		47,000	47,000
PROJECT SUBTOTAL			718,343
CONTINGENCIES			71,834
BILL PREPARATION FEE			7,902
			<hr/>
GROSS PROJECT COST			798,079
LESS COST PAID BY BNSF			0
			<hr/>
TOTAL BILLABLE COST			798,079

**EXHIBIT C****Nondiscrimination Provisions of Title VI of the Civil Rights Act of 1964**

During the performance of this Agreement, the Company, for itself, its assignees and successors in interest (hereinafter referred to as the "Company"), agrees as follows:

1. **Compliance with Regulations:** The Company will comply with Regulations of the Department of Transportation relative to nondiscrimination in federally-assisted programs of the Federal Highway Administration (Title 49, Code of Federal Regulation, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of this Agreement.
2. **Nondiscrimination:** The Company, in completing the work and/or services contemplated by this Agreement, will not discriminate on the ground of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. When this Agreement includes a program or activities covered by Appendices A, B, or C of the Regulations, the Company will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including in its employment practices.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the Company for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier will be notified by the Company of the Company's obligation under this Agreement and the Regulations relative to discrimination on the ground of race, color or national origin.
4. **Information and Reports:** The Company will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to the ascertainment of the Company's compliance with such Regulations, orders and instructions. Where any information required of the Company is in the exclusive possession of another who fails or refuses to furnish this information, the Company will so certify to the Department of Transportation, or the Federal Highway Administration, as appropriate, and will detail what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the Company's noncompliance with the nondiscrimination provisions of this Agreement, the Department of Transportation will impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including but not limited to:
  - a. Withholding of payments to the Company under this Agreement until the Company complies; and/or
  - b. Cancellation, termination or suspension of this Agreement, in whole or in part.
6. **Incorporation of Provisions:** The Company will include the provisions of Sections 1 through 5 of this Exhibit in every subcontract it enters into pursuant to this Agreement, including those for the procurement of materials and leasing of equipment, unless exempt by the Regulations, or any orders or instructions issued pursuant thereto. The Company will take any and all actions as the Department of Transportation or the Federal Highway Administration may direct regarding the Company's subcontracts as a means of enforcing such provisions, including sanctions for noncompliance. If the Company, however, becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Company may request that the State enter into such litigation to protect the State's interests, and/or that the United States enter into such litigation to protect the interests of the United States.

**EXHIBIT D**  
**Buy America**

1. **Buy America.** The provisions of the Build America, Buy America Act, Public Law No.117-58 §§ 70901-70952, the Buy America law, 23 U.S.C. § 313, 2 CFR Part 184, and 23 CFR § 635.410 (“BABA Act”) are applicable to this Agreement. Any and all iron and steel materials (including miscellaneous items such as fasteners, nuts, bolts, and washers), construction materials, and manufactured products that: a) will be permanently incorporated into the project contemplated by this Agreement, and b) are funded at least partly with federal funds, must be produced in the United States.
2. **Iron and Steel.** In the case of iron and steel materials, “produced in the United States” means that all manufactured processes from the initial melting stage through the application of coatings, occur in the United States. “foreign source materials” are any domestic products taken out of the United States for any process (e.g., change of chemical content, permanent shape or size, or final finish of product).
  - 2.1. Raw materials such as iron ore, pig iron, processed, pelletized, and reduced iron ore, waste products (including scrap, iron or steel no longer useful in its present form from old automobiles, machinery, pipe, railroad rail, and steel trimmings from mills or product manufacturing), and other raw materials used in the production of iron or steel products may be imported from outside of the United States. Extracting, handling, or crushing raw materials that are inherent to the transporting of these materials for later use in the manufacturing process are exempt from the BABA Act.
3. **Construction Materials.** In the case of construction materials, “produced in the United States” means that all manufacturing processes for the construction materials occurred in the United States.
  - 3.1. “Construction materials” include any article, material, or supply that is, or consists primarily of: non-ferrous metals, plastic and polymer-based products (including polyvinylchloride, composite building materials, and polymers used in fiber optic cables), glass (including optic glass), fiber optic cable (including drop cable), optical fiber, lumber, engineered wood, or drywall.
  - 3.2. The BABA Act does not apply to: cement, cementitious materials, aggregates such as stone, sand, or gravel, aggregate binding agents or additives, or asphalt; also referred to as “Section 70917(c) Excluded Materials.”
4. **Manufactured Products.** In the case of manufactured products, “produced in the United States” means articles, materials, or supplies that have been processed into a specific form and shape, or combined with other articles, materials, or supplies to create a product with different properties than the individual articles, materials, or supplies. Mixtures of Section 70917(c) Excluded Materials delivered to a work site without final form for incorporation into the project contemplated by this Agreement are not a manufactured product.
  - 4.1. Components that are wholly or predominantly steel, iron, or both must satisfy the Federal Highway Administration’s existing requirement for domestic iron and steel. This includes precast concrete products and cabinets or other enclosures of intelligent transportation systems that incorporate steel or iron components.
  - 4.2. For work or services obligated on or after October 1, 2025: final assembly for all manufactured products incorporated into the project contemplated by this Agreement must take place in the United States.
  - 4.3. For work or services obligated on or after October 1, 2026: final assembly for all manufactured products incorporated into the project contemplated by this Agreement must take place in the United States; and the cost of components of products that are mined, produced, or manufactured in the United States must be greater than fifty-five percent (55%) of the total cost of all components of the manufactured product.

5. **Certificate of Compliance.** The Company is required to submit a Certificate of Compliance prior to incorporating any materials containing iron or steel, manufactured products, or construction materials into the project contemplated by this Agreement. This will be accomplished by the Company's submission of the appropriate Certificate of Compliance to the State when the materials are delivered to the work site. The Certifications of Compliance will certify that the materials are considered produced in the United States. The Certifications of Compliance for construction materials will certify that all manufacturing processes for the construction materials occurred in the United States. The Certifications for Compliance must be signed and dated by the Company's Authorized Representative, include a BABA Act submittal number, and the following statement: *"The materials herein referenced are produced in the United States and comply with the requirements of 23 CFR § 635.410, 2 CFR Part 184, Public Law No.117-58 §§ 70901-70952, and 23 U.S.C. § 313."*
6. **Documentation.** Supporting documentation to demonstrate compliance with the BABA Act (including without limitation mill test reports, manufacturer and supplier certifications, etc.) will be organized and maintained by the Company from the date of the materials' and/or products' delivery until six (6) years after completion of the project contemplated by this Agreement.
  - 6.1. The State may review the Company's supporting documentation to verify compliance with the BABA Act at any time upon request. The burden of proof of BABA Act compliance rests with the Company. If the supporting documentation does not demonstrate to the State that the iron, steel, manufactured products, and construction materials identified in the Certificates of Compliance were produced in the United States, then the iron, steel, manufactured products, or construction materials will be considered unauthorized and must be removed and replaced.

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**EXHIBIT E**  
**LOCAL AGENCY RESOLUTION**

BE IT RESOLVED, that Aitkin County enter into an agreement with the BNSF Railway Company and the State of Minnesota through its Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of CSAH 5 (Nature Avenue) with the tracks of the BNSF Railway Company.

BE IT FURTHER RESOLVED. that the Commissioner of Transportation is appointed agent for the Aitkin County to supervise said project and administer available federal funds in accordance with Minn. Stat. § 161.36. The LOCAL AGENCY's share of the cost shall be 50% of the total project cost.

NOW THEREFORE, BE IT FURTHER RESOLVED, that the proper Aitkin County officials are hereby authorized to execute said agreement and any amendments thereto for and on behalf of the LOCAL AGENCY.

**CERTIFICATION**

I hereby certify that the above Resolution was presented to and adopted by the Board of Aitkin County at a duly authorized meeting thereof on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

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

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

**Resolution #20260428-xxx EXHIBIT E LOCAL AGENCY RESOLUTION**

**BE IT RESOLVED**, that Aitkin County enter into an agreement with the BNSF Railway Company and the State of Minnesota through its Commissioner of Transportation for the installation and maintenance of railroad crossing signals at the intersection of CSAH 5 (Nature Avenue) with the tracks of the BNSF Railway Company.

**BE IT FURTHER RESOLVED**, that the Commissioner of Transportation is appointed agent for the Aitkin County to supervise said project and administer available federal funds in accordance with Minn. Stat. § 161.36. The LOCAL AGENCY's share of the cost shall be 50% of the total project cost.

**NOW THEREFORE, BE IT FURTHER RESOLVED**, that the Aitkin County Engineer is hereby authorized to execute said agreement and any amendments thereto for and on behalf of the LOCAL AGENCY.

Adopted this 28th Day of April, 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

**5A**  
Agenda Item #

**Requested Meeting Date:** 28 APRIL 2026

**Title of Item:** MNCRT

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

<b>Submitted by:</b> Chris Sutch	<b>Department:</b> IT
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<b>Presenter (Name and Title):</b> Chris Sutch	<b>Estimated Time Needed:</b> 5 Minutes
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**Summary of Issue:**

The Minnesota Counties IT Leadership Association (MNCITLA) is establishing a volunteer Minnesota Cyber Response Team (MNCRT). The MNCRT will consist of IT professionals from participating counties who may be called upon to assist other counties experiencing a cyber-related incident. During the initial phase of this program, participation will be limited to providing advisory support only.

County Attorney Jim Ratz has reviewed the Provider and Confidentiality agreements and found them to be acceptable.

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

**Recommended Action/Motion:**

Motion to approve the MNCRT Agreements and Authorize the County Administrator to Sign.  
Motion to allow IT Manager Chris Sutch or other approved IT Staff to volunteer as MNCRT responders.

**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:*

**MINNESOTA CYBER RESPONSE TEAM  
PROVIDER AGREEMENT**

**THIS AGREEMENT** is between the Association of Minnesota Counties (“AMC”), 125 Charles Avenue, St. Paul, MN 55105 and Aitkin County (“County”), 307 2<sup>nd</sup> St NW, Aitkin MN 56431 and becomes effective upon date of final signature.

**WHEREAS**, AMC, through the Minnesota County IT Leadership Association (“MNCITLA”), offers support to Minnesota counties by, among other things, fostering collaboration and pooling resources and knowledge maintained by county information technology professionals; and

**WHEREAS**, in furtherance of its services to and resources for MNCITLA member counties, AMC, through MNCITLA, coordinates a Minnesota Cyber Response Team (“MNCRT”);

**WHEREAS** the MNCRT serves as an initial advisory resource for counties that are or may be experiencing a cyber incident (“Recipient County”) by connecting the Recipient County with appropriately credentialed information technology, data, and cyber security professionals (“MNCRT Volunteers”) employed by Minnesota counties that have agreed to provide services for the MNCRT program (“Provider County”); and

**WHEREAS**, the County wants to participate in the MNCRT as a Provider County, designating one or more County technology professionals to serve as MNCRT Volunteers.

**NOW, THEREFORE, IN CONSIDERATION OF** the mutual promises contained in this Agreement, the parties agree as follows:

- 1. Scope of MNCRT Services.** AMC, through the MNCRT, connects Recipient Counties with timely access to MNCRT Volunteers employed by a Provider County who will provide advice to the Recipient County on initial steps to take after discovery of an actual or possible cyber incident impacting the security of the Recipient County’s technology systems and/or data or cyber security. The MNCRT and MNCRT Volunteers’ role is advisory only and the scope of services may include (i) meetings between the Recipient County and MNCRT Volunteers to discuss the cyber incident, (ii) guidance on the Recipient County’s response to the cyber incident, including how to mitigate damage; and (iii) answering questions from Recipient County.

The MNCRT and MNCRT Volunteers’ services do not include any work in, on, or within the Recipient County’s data or cyber or technology systems or any reporting or communication with any outside agency, entity, or person or otherwise on behalf of the Recipient County.

- 2. County Opt-In.** By agreeing to participate in the MNCRT as a Provider County, the County understands and agrees as follows:

- a. The County shall designate to AMC at least one properly credentialed information technology, data, or cyber security professional to serve as a MNCRT Volunteer. To be considered properly credentialed, a MNCRT Volunteer must (i) be an information

technology, data, or cyber security professional, (ii) currently employed by the County, (iii) designated by County and willing to serve as a MNCRT Volunteer, and (iv) possess the requisite education and licensure required by the County for employment as an information technology, data, or cyber security professional.

- b. The County and all MNCRT Volunteers designated by the County shall execute a confidentiality agreement with AMC requiring the County and the MNCRT Volunteers to maintain the confidentiality of all information obtained or learned in the course of providing MNCRT services to a Recipient County to the maximum extent permitted under law.
- c. The County shall use reasonable efforts to ensure that, upon notice from AMC of a request for MNCRT services by a Recipient County, a County-designated MNCRT Volunteer is made available to provide MNCRT Services to the Recipient County. The County may decline to make the MNCRT Volunteer available if doing so would unreasonably interfere with the County's operations or the MNCRT Volunteer's duties to the County.
- d. The County's participation as a Provider County is voluntary and neither the County nor any County-designated MNCRT Volunteer or other County employee, representative, or official will be compensated in any way by AMC, MNCITLA, or any Recipient County for services provided under this Agreement. The County agrees that it assumes all risks associated with becoming a Provider County and allowing its employee(s) to serve as MNCRT Volunteers and agrees to hold AMC, MNCITLA, MNCRT, MNCRT Volunteers, other Provider Counties, Recipient Counties, and their respective representatives, directors, officers, and agents, harmless from any injury, loss, claims, damages, liability, or costs resulting from any act, omission, or advice provided in the course and scope of this Agreement.

**3. AMC's Role.** AMC will coordinate the MNCRT services consistent with the following terms.

- a. AMC shall be responsible for: (i) intake of requests for MNCRT services, which AMC shall respond to within a reasonable period of time after the request is made; (ii) notifying MNCRT Volunteers of the request for MNCRT services; (iii) facilitating any initial contact between MNCRT Volunteers and the Recipient County; and (iv) tracking responses to requests for MNCRT Services.
- b. AMC shall require the County and all County-designated MNCRT Volunteers to execute a confidentiality agreement requiring the County and its MNCRT Volunteers to maintain the confidentiality of all information obtained or learned in the course of providing MNCRT services to a Recipient County to the maximum extent permitted under law.
- c. AMC shall, at its sole discretion, maintain the right to decline to utilize a County-designee as an MNCRT Volunteer upon its determination that the designee does not meet the qualifications of a MNCRT Volunteer as specified by this Agreement or, after

being accepted as an MNCRT Volunteer, the County-designee fails to provide MNCRT services to a Recipient County after agreeing to do so or to make reasonable efforts to provide MNCRT services upon request by AMC or if AMC reasonably believes the County-designee breached the confidentiality obligations of the County and MNCRT Volunteers.

4. **Data Privacy.** The parties understand and agree that the Minnesota Government Data Practices Act (“MGDPA”) applies to Minnesota counties and that creation or exchange of data in the course of providing MNCRT services or as related to this Agreement may be subject to the requirements of that law. The County and all counties involved in any way in the MNCRT are solely responsible for ensuring proper compliance with the MGDPA and any other applicable law.
5. **Term.** This Agreement begins on the effective date and will remain in effect for a one-year term (“Term”) unless terminated earlier by either party upon written notice to the other party. Notices must be sent to the address provided below, or to such other places the parties may designate for their receipt of notices.
  - a. For AMC: Nathan Zacharias, (715)222-2824, nzacharias@mncounties.org
  - b. For the County: Chris Sutch, (218)927-7318, chris.sutch@aitkincountymn.gov
6. **Relationship.** Nothing in this Agreement may be construed to create a partnership or joint venture between the parties. The parties have no authority or power to take any action that could legally bind the other party. Each party is considered independent of the other. The relationship of the parties for the purposes of acting as a Provider County is governed exclusively by this Agreement. AMC maintains full control over all AMC employees, agents, and representatives, and such individuals must not be considered employees, agents, or representatives of County for any reason. Similarly, the County maintains full control over all County employees, agents, and representatives, and such individuals must not be considered employees, agents, or representatives of AMC for any reason.
7. **Governing Law; Venue.** This Agreement is governed by the laws of the State of Minnesota without regard to the conflicts of law provisions. Any dispute arising under this agreement must be brought in either the state or federal courts with jurisdiction and located in the State of Minnesota.
8. **Miscellaneous.** This Agreement constitutes the complete agreement between the parties related to the receipt of MNCRT services and supersedes all prior agreements relating to such subject matter. Amendments must be in writing and signed by both parties to be valid. If any part of this Agreement is unenforceable, it will be modified to the extent necessary to make it enforceable, or if impossible, it will be removed. The remaining provisions continue in effect. Terms that should survive termination will do so, including but not limited to hold harmless obligations. This Agreement may be signed in counterparts, including electronically, each of which is effective. Headings are for convenience only and do not affect meaning.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**ASSOCIATION OF MINNESOTA  
COUNTIES**

**AITKIN COUNTY**

By: \_\_\_\_\_  
Name:  
Its:

By: \_\_\_\_\_  
Name:  
Its:

**COUNTYMINNESOTA CYBER RESPONSE TEAM  
CONFIDENTIALITY AGREEMENT**

**THIS AGREEMENT** is between the Association of Minnesota Counties (“AMC”), 125 Charles Avenue, St. Paul, MN 55105, and Aitkin County (“COUNTY”), 307 2<sup>nd</sup> St NW, Aitkin MN 56431, and becomes effective upon date of final signature.

**WHEREAS**, AMC through the Minnesota County IT Leadership Association (“MNCITLA”) coordinates a Minnesota Cyber Response Team (“MNCRT”);

**WHEREAS**, the MNCRT serves as an initial advisory resource for counties that are or may be experiencing a cyber incident (“Recipient County”) by connecting the Recipient County with appropriately credentialed information technology, data, and cyber security professionals (“MNCRT Volunteers”) employed by Minnesota counties that have agreed to provide services for the MNCRT program (“Provider County”); and

**WHEREAS**, the County has entered into a Provider Agreement with AMC to serve as a Provider County and understands that in its role as a Provider County, the County and its designated MNCRT Volunteers may obtain information about a Recipient County’s actual or possible cyber incident impacting the security of the Recipient County’s technology systems and/or data or cyber security.

**WHEREAS**, the County understands that some or all information about a Recipient County’s cyber incident may not be publicly known or available at the time the MNCRT Volunteer learns of or receives information about the cyber incident and that the Recipient County has a reasonable need to control the disclosure of such information.

**NOW, THEREFORE**, in accordance and conjunction with the Provider Agreement, AMC and the County agree as follows:

- 1. Scope of Agreement.** The parties understand and agree that the Provider Agreement entered into by the AMC and the County controls their contractual relationship for purposes of the County providing MNCRT Volunteer(s) and that this Agreement is solely for the purpose of identifying the County’s obligations to maintain the confidentiality of information obtained by MNCRT Volunteers while performing services under the Provider Agreement.
- 2. Confidential Information.** The County and its MNCRT Volunteer(s) shall treat all information learned, obtained, or received regarding a Recipient County’s cyber incident in the course of providing MNCRT services under the Provider Agreement as confidential information, including, but not limited to:
  - a. the existence of a cyber incident or possible cyber incident;
  - b. any details of the cyber incident, such as the scope of, impact of, or response to the cyber incident;
  - c. any information regarding the Recipient County’s technology systems and/or data or cyber security; and

- d. the nature or content of any data impacted or potentially impacted by the cyber incident.

This shall apply to information the County or MNCRT Volunteer(s) received from AMC, the Recipient County, a representative or contractor working on behalf of AMC or the Recipient County, or from another Provider County or MNCRT Volunteer. It applies to information in any form, including, but not limited to, information conveyed orally, observations of information or data, assessments of the County or MNCRT Volunteer(s), and data.

**3. Handling of Confidential Information.** The County agrees that it and its MNCRT Volunteer(s) must use all reasonable measures to maintain the confidentiality of the information identified in Paragraph 2. To this end, the County agrees that it and its MNCRT Volunteer(s) will comply with the following requirements:

- a. **Communication with Recipient County.** In communicating with a Recipient County about a cyber incident, confidential information, or MNCRT services, the County and its MNCRT Volunteer(s) must only communicate with representatives of the Recipient County identified by AMC, except as expressly authorized by the Recipient County.
- b. **Use of Confidential Information.** The County and its MNCRT Volunteer(s) must use confidential information solely for the purposes of assisting the Recipient County in responding to the cyber incident or otherwise fulfilling the purpose of the MNCRT or as otherwise consistent with this Agreement and the Provider Agreement.
- c. **Internal Disclosure.** The County and its MNCRT Volunteer(s) must only disclose confidential information internally within the County to those who have a need to know the information to:
  - i. Assist the Recipient County in responding to the cyber incident;
  - ii. Fulfill the purpose of the MNCRT;
  - iii. Confirm the County's fulfillment of its obligations under the Provider Agreement or this Agreement;
  - iv. Confirm proper use of a MNCRT Volunteer's work time and compliance with County policies;
  - v. Avoid undue disruption to normal County operations; or
  - vi. Comply with the County's obligations under the law.

The County and its MNCRT Volunteer(s) understand that they must share the minimum confidential information necessary to fulfill such purposes.

- d. **Disclosure to MNCRT Partners.** The County and its MNCRT Volunteer(s) must only disclose confidential information to AMC and other MNCRT Volunteers who have a need to know the information to:

- i. Assist the Recipient County in responding to the cyber incident;
- ii. Fulfill the purpose of the MNCRT;
- iii. Comply with the County's obligations under the Provider Agreement or this Agreement;
- iv. Confirm the County's fulfillment of its obligations under the Provider Agreement or this Agreement; or
- v. Comply with the County's obligations under the law.

The County and its MNCRT Volunteer(s) understand that they must share the minimum confidential information necessary to fulfill such purposes.

- e. **Disclosure to Third Parties.** The County and its MNCRT Volunteer(s) must only disclose confidential information to parties other than those addressed in parts c. and d. above:
  - i. With consent of the Recipient County, though nothing in this provision obligates the County to act for or on behalf of the Recipient County; or
  - ii. As required by law, including the Minnesota Government Data Practices Act, or to comply with a lawfully issued subpoena or court order. In this case, the County and its MNCRT Volunteer(s) agree to use reasonable efforts to inform the Recipient County and AMC prior to disclosure of confidential information and understand that they must share the minimum confidential information necessary to comply with such legal requirements.
- f. **Data Regarding Confidential Information.** Specific to data of or regarding confidential information, in addition to complying with parts a.-e. above, the County and its MNCRT Volunteer(s) shall:
  - i. Avoid receiving, soliciting, or creating data regarding confidential information except as necessary to assist the Recipient County in responding to the cyber incident or otherwise fulfill the purpose of the MNCRT;
  - ii. Avoid reproducing, disclosing, distributing, or communicating the data or content of the data except as consistent with this Agreement;
  - iii. Provide a copy of the data to AMC to the extent that AMC agrees to receive such data and maintenance of the data by AMC will assist the Recipient County in responding to the cyber incident or otherwise fulfill the purpose of the MNCRT;
  - iv. Provide a copy of the data to Recipient County to the extent that Recipient County requests such data; and
  - v. Not maintain such data beyond the period when it is necessary to do so to assist the Recipient County in responding to the cyber incident or otherwise fulfill the purpose of the MNCRT, except as required by the County's records retention obligations under law. Destruction shall be done in a manner that prevents recovery or reconstruction of the data by County or other parties.

4. **Ensuring Compliance by MNCRT Volunteer(s).** The County understands and agrees that it is responsible for ensuring its MNCRT Volunteer(s) comply with the requirements of this Agreement. The County further agrees that in order to fulfill the obligations of this Agreement, it must provide a copy of this Agreement to its MNCRT Volunteer(s) and require its MNCRT Volunteer(s) to read and affirm understanding of the requirements of this Agreement by signing a copy of the Acknowledgement Form attached to this Agreement as Exhibit A. The County must return a copy of the signed Acknowledgement Form to AMC before the MNCRT Volunteer(s) may provide MNCRT services to a Recipient County. If the County believes its MNCRT Volunteer(s) have breached the terms of this Agreement in any way, it must not allow such MNCRT Volunteer(s) to provide MNCRT services thereafter unless the County complies with its obligations under Paragraph 5, undertakes reasonable efforts to retrain the MNCRT Volunteer on the requirements of this Agreement, and reasonably believes that the MNCRT Volunteer understands and will comply with the requirements.
  
5. **Compromise of Confidential Information.** The County must notify AMC and the Recipient County if it believes there has been a breach of this Agreement that has or may have led to an improper disclosure of confidential information. This notification must occur promptly and no more than two business days after the County learns of the breach or potential breach. The County must work cooperatively with AMC and the Recipient County to determine whether such a breach has occurred, the scope and impact of the breach, and how to prevent recurrence of such a breach in the future. This includes, but is not limited to, providing sufficient information to determine whether either the Provider County or Recipient County must take action in accordance with Minn. Stat. § 13.055 or any other applicable law.
  
6. **Term.** The term of this Agreement is consistent with and concurrent to the Provider Agreement in effect and this Agreement must be renewed at one-year intervals consistent with that of the Provider Agreement, including requiring updated Acknowledgement Forms as set forth in Paragraph 4. The County and its MNCRT Volunteers understand and agree that the requirements of this Agreement survive and they will remain bound by the terms of this Agreement notwithstanding the expiration or termination of this Agreement or the Provider Agreement.

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their duly authorized representatives.

**ASSOCIATION OF MINNESOTA  
COUNTIES**

**AITKIN COUNTY**

By: \_\_\_\_\_  
Name  
Its:

By: \_\_\_\_\_  
Name:  
Its:

**CONFIDENTIALTY AGREEMENT  
ACKNOWLEDGEMENT FORM**

By agreeing to serve as a MNCRT Volunteer on behalf of AitkinCounty, I understand that I may learn or be given access to information related to another county's cyber incident that are not publicly known or available and that such county must be allowed to control the disclosure of information to the greatest extent possible. Given that, I understand that I am bound by the terms of the Confidentiality Agreement entered into by my employer, Aitkin County, and AMC. I affirm that I have received a copy of that Agreement, that I have read and understand the Agreement, and that I agree to be bound by and will comply with that Agreement.

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

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

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



# Board of County Commissioners Agenda Request

**6A**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Discuss Amended NE Minnesota Regional Solid Waste Plan

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	<b>Action Requested:</b> <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft)	<input type="checkbox"/> Direction Requested <input checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing* <small>*provide copy of hearing notice that was published</small>
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<b>Submitted by:</b> Andrew Carlstrom	<b>Department:</b> Environmental Services
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<b>Presenter (Name and Title):</b> Andrew Carlstrom, Environmental Services Director	<b>Estimated Time Needed:</b> 10 Minutes
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**Summary of Issue:**

In 2023 and in accordance with Minnesota Statute Chapter 115A, the northeast Minnesota counties of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis (Counties) and the Western Lake Superior Sanitary District (WLSSD) collaborated to develop their 10 year Northeast Minnesota Regional Solid Waste Plan (Regional Plan). On June 13, 2023 the Aitkin County Board adopted the plan.

In 2025 under the direction of the MPCA, amendments were made to update all of the individual county solid waste operations. Little was amended to Aitkin County's portion of the plan and updates are found on page 5-33. This amended plan has now been published for public comment from April 9 to May 11, 2026. Following the public comment period, the Aitkin County Board is anticipated to adopt or reject the attached proposed amended plan and attached draft resolution in May or June.

Please see the MPCA Public Notice, proposed draft resolution, and draft [NE MN Regional Solid Waste Plan](#). Discussion only today.

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

**Recommended Action/Motion:**  
Discussion Only

**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:*

# Public Notice of a preliminary decision to approve a SWMP amendment

**Solid Waste**

## General information

**Public comment period begins:** April 9, 2026**Public comment period ends:** May 11, 2026**Name and address(es) of County,  
District, or Multicounty Area:**Aitkin County Environmental Services  
Planning and Zoning Office  
307 2<sup>nd</sup> St NW, Rm 219  
Aitkin, MN 56431*Additional information may also be  
obtained at these offices.***Location and contact information:**Andrew Carlstrom, Director of  
Environmental Services, Planning and  
Zoning  
307 2<sup>nd</sup> St NW, Rm 219  
Aitkin, MN 56431  
Aitkin County  
218-927-7342**MPCA contact person:**Heidi Ringhofer  
Resource Management and Assistance Division  
Minnesota Pollution Control Agency  
525 Lake Ave S, Ste 400  
Duluth, MN 55802  
Phone: 218-302-6652  
Email: [heidi.ringhofer@state.mn.us](mailto:heidi.ringhofer@state.mn.us)  
File manager phone: 651-757-2728 or  
844-828-0942

A draft Solid Waste Management Plan (SWMP) Amendment is available for review on the Minnesota Pollution Control Agency (MPCA) Public Notices webpage at <https://www.pca.state.mn.us/get-engaged/public-comments>. Additional materials relating to the draft SWMP Amendment are available for inspection by appointment at any MPCA office (<https://www.pca.state.mn.us/about-mPCA/contact-us>) between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. The MPCA will mail or email a copy of the draft SWMP Amendment upon request. Comments and other requests must be received at the MPCA in writing on or before the public comment period end date and U.S. Mail comments must be received by 4:30 p.m.

## Description of SWMP Amendment

The Solid Waste Officers of the Northeast Region (SWONERs), consisting of Aitkin, Carlton, Cook, Itasca, Koochiching, Lake, and St. Louis Counties, and the Western Lake Superior Sanitary District (WLSSD), collectively submitted a draft amendment to their regional SWMP, which was originally approved in 2023. This amendment proposes an integrated solid waste management system through the year 2036. This amendment was completed due to major changes in the solid waste management system; primarily a change in final landfilling destination of municipal solid waste (MSW) for six of the eight entities. Carlton, Cook, Koochiching, Lake, and WLSSD will be taking their MSW to the St. Louis County Regional Landfill in Virginia. Itasca County will be taking their MSW to General Waste MSW Landfill in Keewatin, which is currently in the process of being permitted. Pertinent details in regard to recycling programs were also updated as part of the amendment.

## Procedure for submitting comments

During the public comment period a person may submit comments to the MPCA on the SWMP Amendment.

Comments may be submitted:

- 1) Online at <http://www.pca.state.mn.us/publiccomments>; or
- 2) By U.S. postal mail to the following address:  
Minnesota Pollution Control Agency  
c/o Heidi Ringhofer  
525 Lake Ave S, Ste 400  
Duluth, MN 55802

Submitted comments must state:

- (1) Your interest in the SWMP Amendment.
- (2) The action you wish the MPCA to take, including specific references to the section of the SWMP Amendment you believe should be changed.
- (3) The reasons supporting your position, stated with sufficient specificity as to allow the MPCA to investigate the merits of the position.

## **Public informational meeting**

A person may request the MPCA to hold a public informational meeting on the SWMP Amendment. A person requesting a public informational meeting must submit the following information as part of the request:

- (1) A statement of why a public informational meeting is necessary;
- (2) The issues the MPCA should address at the public informational meeting; and
- (3) A proposed time and place for the public informational meeting.

## **SWMP Final Decision**

In making a final decision on the SWMP Amendment, the commissioner will consider all information submitted by the county, all information received from the public during the public comment period, and all information submitted during a public informational meeting if one is held. The commissioner must also determine whether the SWMP Amendment meets the requirements of Minn. R. parts 9215.0540 to 9215.0790. The commissioner's approval will remain in effect for ten years unless the commissioner determines that a shorter period of time is required to ensure that the county implements the plan.

**PROPOSED resolution #20260526-xxx NE MN Regional Solid Waste Management Plan Amendment**

**WHEREAS**, the Counties of Aitkin, Carlton, Koochiching, Cook, Lake, Itasca, St. Louis, and the Western Lake Superior Sanitary District executed a Joint Powers Agreement to develop and complete a Solid Waste Management Plan for the 7 County Region in Northeastern Minnesota; AND

**WHEREAS**, the Legislature of the State of Minnesota requires that Minnesota Counties develop and update a Solid Waste Management Plan in accordance with applicable statutes and rules including Minnesota Statute Chapter 115A and Minnesota Rules Chapter 9215; Aitkin County must comply with applicable statutes and rules including Minnesota Statute Chapter 458D ; AND

**WHEREAS**, the Aitkin County Board recognize the need to plan for and practice sound methods of managing solid waste and recycling; AND

**WHEREAS**, the 7 County region represented by the Northeast Waste Advisory Council and the Solid Waste Officers of the Northeast Region have developed a regional solid waste management plan satisfying the statutory requirements; AND

**WHEREAS**, the undersigned Board supports the Plan as a collective effort to address solid waste management through reduction, recycling, composting and other elements necessary to effectively manage solid waste generated in the 7 County region; AND

**NOW THEREFORE BE IT RESOLVED**, that the Aitkin County Board of Commissioners approves and adopts the Northeast Minnesota Regional Solid Waste Management Plan and supporting documents dated 2026.

Adopted this 26th Day of May, 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:** April 28, 2026

**Title of Item:** Information Only- Economic Development Impact 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> Mark Jeffers		<b>Department:</b> Economic Development
<b>Presenter (Name and Title):</b> Mark Jeffers, Economic Development Coordinator		<b>Estimated Time Needed:</b> 15 minutes
<b>Summary of Issue:</b> Mark Jeffers will present the Q1 economic impact update.		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b>		
<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 ECONOMIC DEVELOPMENT UPDATE

Mark Jeffers

Aitkin County Economic  
Development Coordinator



*Naturally Better.*



## Strategic Priorities to Drive Change

**Promote Recreation  
and Tourism**

**Improve  
Broadband**

**Support  
Childcare**

**Support Career  
Development**

**Business Retention,  
Expansion and  
Attraction**

**Support Housing  
Initiatives**

## Housing

1. Bunker Hill Apartments- open August 1, 2026
2. Bunker Hill Senior complex- projected for 2027 opening
3. McGregor development moving forward (slowly)
4. HRA update



# Business Retention, Expansion & Attraction

## Fact

Aitkin County has experienced steady, incremental growth driven by small businesses, tourism, and local investment.

## Population Growth

- 2020: 15,697
- 2025 est.: ~16,500
- Growth: ~3–4%

## Business Base

- 500+ employers
- 1,100+ self-employed businesses
- Economy driven by small and local businesses

## Key Growth Drivers

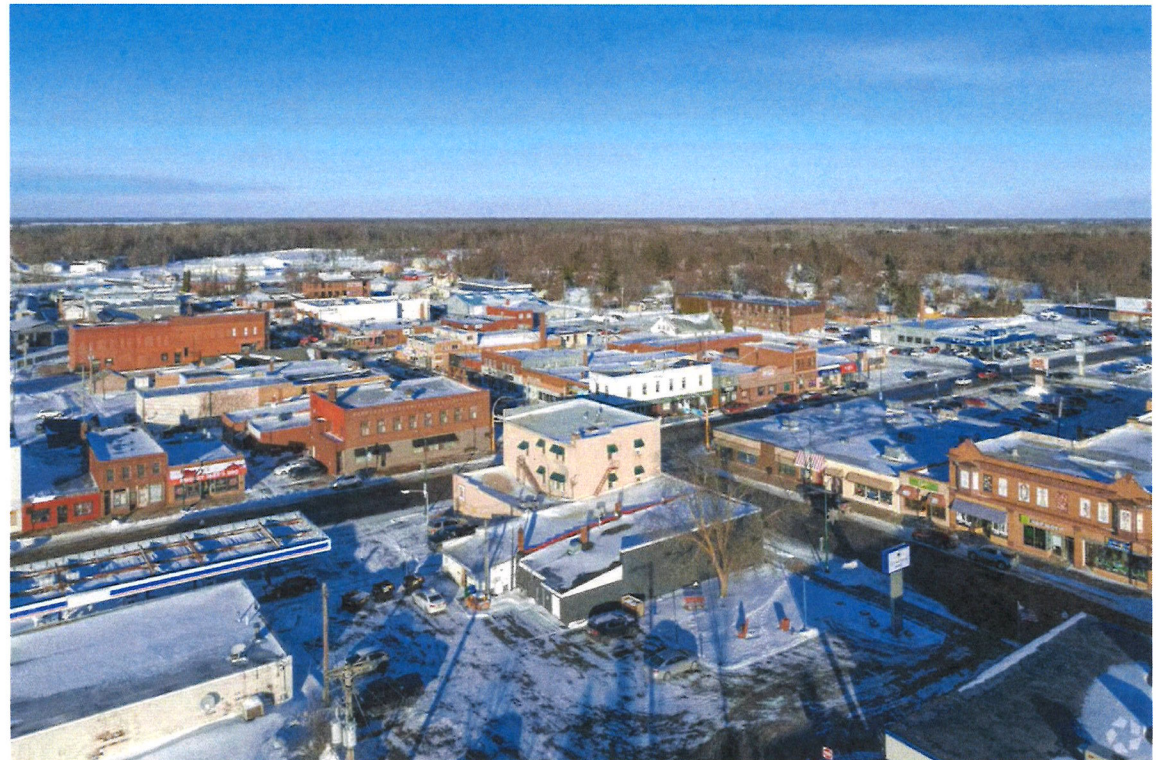
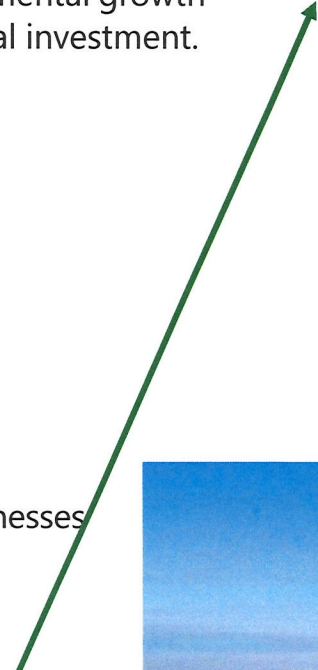
- Rise in remote work and entrepreneurship
- Expansion of tourism and recreation economy
- Local grant programs supporting reinvestment
- Broadband expansion enabling modern business

## What Growth Looks Like

- Small business startups and expansions
- Downtown and storefront improvements
- Increased event and tourism activity

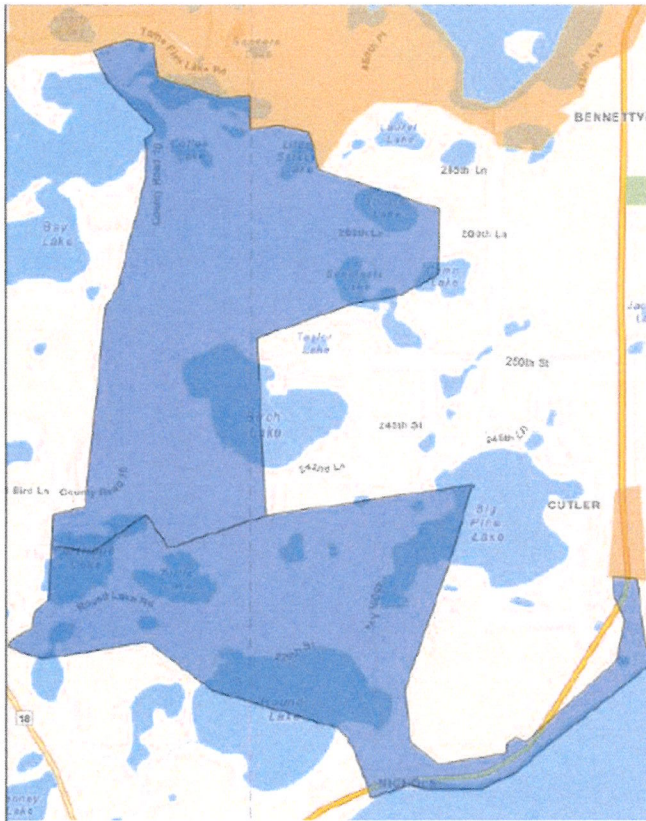
## Bottom Line

Aitkin County is seeing sustainable, resilient growth—more businesses, not necessarily bigger ones.

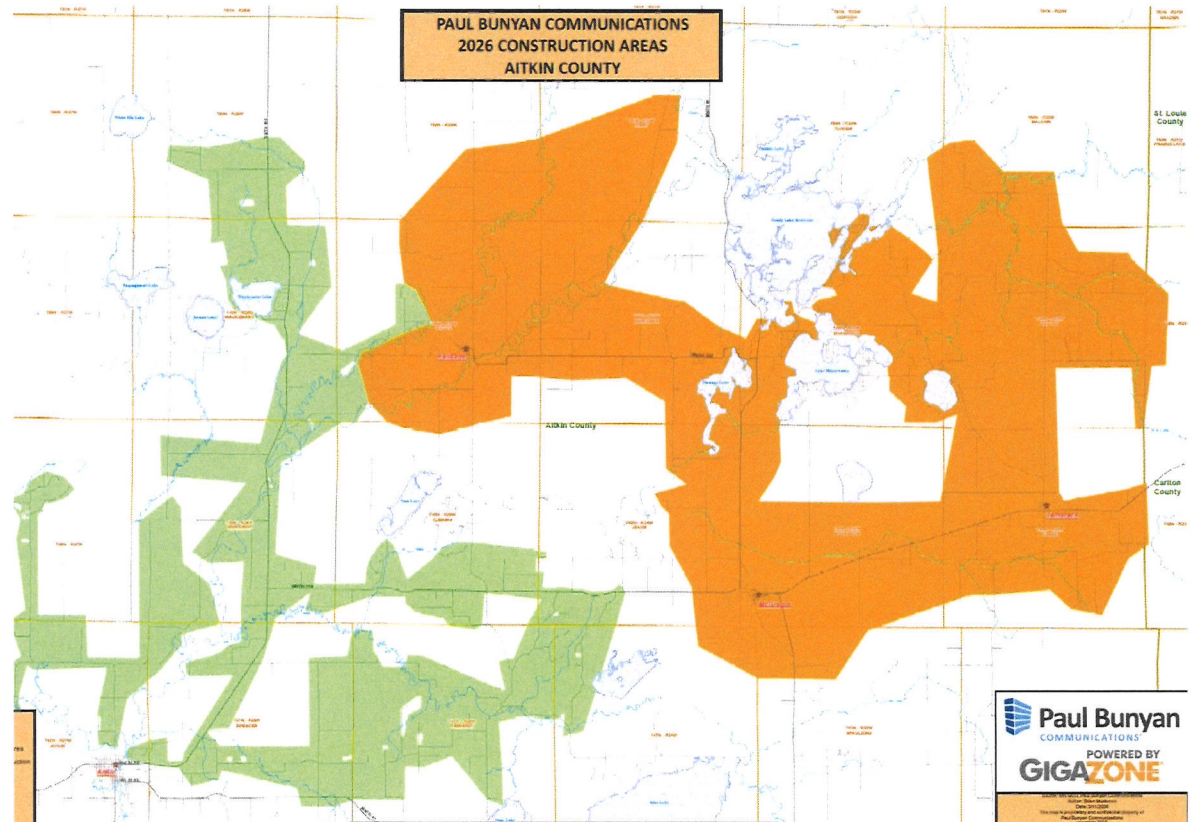


# Broadband

Mille Lacs Energy Cooperative Fiber announces network expansion in Bay Lake and Hazelton townships



Major Broadband Expansion Will Bring All-Fiber Optic Internet to over 2,400 Homes and Businesses in Central Aitkin County



## Outreach

- 42<sup>nd</sup> Annual State of the Band Address
- IEDC Training- Business Retention & Expansion
- HRA stakeholder's summit for redevelopment
- McGregor Area Development Corporation
- Revitalization Employee Training
- Quarterly City Roundtables
- Aitkin County Leadership Training event
- AMC Legislative Conference
- MAPCED Quarterly meeting & MAPCED Day at the Capitol
- AMC Leadership Summit
- AMHI Meeting (Housing)
- ARDC Commission meeting
- ACAT meeting (presentation with Public Health)

## Organizations

- MAPCED- current President
- Northspan- Board member and previous Chair
- ARDC Commission member
- AMC Learning & Member Programs Committee
- Aitkin Chamber of Commerce- Board member and previous President
- City of Aitkin Planning Commission member

## Focus moving forward: Where do we go from here?

1. Complete tax abatement update for Senior complex
2. Work with American Peat Technology to secure funding for their expansion
3. Utilize HTF dollars for builders
4. Support McGregor projects to move forward





# Board of County Commissioners Agenda Request

**8A**  
Agenda Item #

**Requested Meeting Date:** April 28, 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
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<b>Submitted by:</b> Jim Bright	<b>Department:</b> Maintenance
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<b>Presenter (Name and Title):</b> Jim Bright, Facilities Coordinator	<b>Estimated Time Needed:</b> 10 min.
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**Summary of Issue:**  
Update on the Health & Human Services Building Renovation.

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

**Recommended Action/Motion:**  
Information Only.

**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:*





**VFW**

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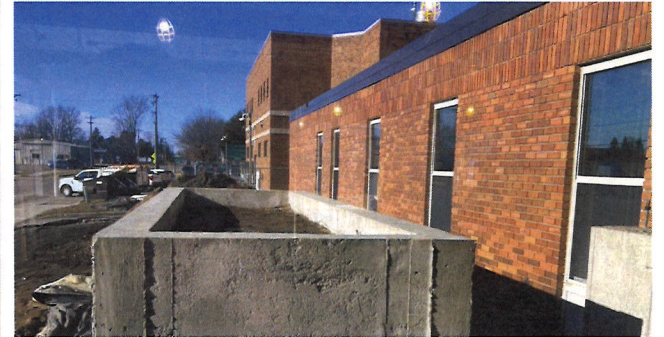


**September 2025**



October 2025

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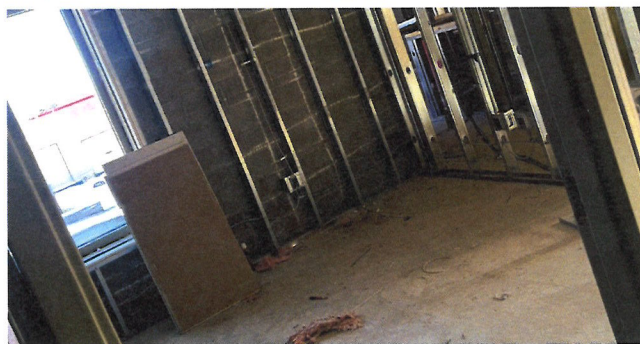
**November 2025**

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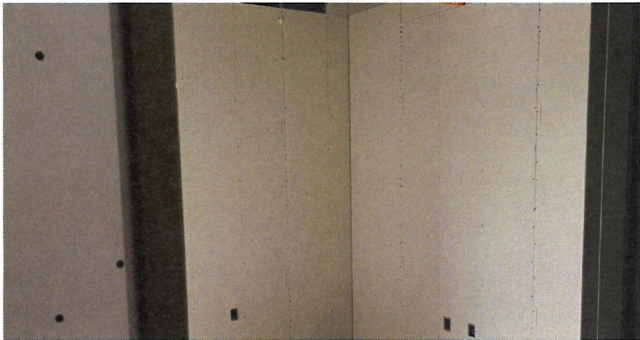
**December 2025**

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January 2026

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**February 2026**

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**March 2026**

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# Board of County Commissioners Agenda Request

**9A**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** Health & Human Services 2025 Annual Report

<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> Paula Arimborgo		<b>Department:</b> H&HS Administration
<b>Presenter (Name and Title):</b> Sarah Pratt, H&HS Director		<b>Estimated Time Needed:</b> 30 minutes
<b>Summary of Issue:</b>  A presentation on Health & Human Services 2025 Annual Report. This report provides key highlights from 2023-2025 focusing on major programs, services, and financial metrics.		
<b>Alternatives, Options, Effects on Others/Comments:</b>  		
<b>Recommended Action/Motion:</b>  		
<b>Financial Impact:</b> <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		



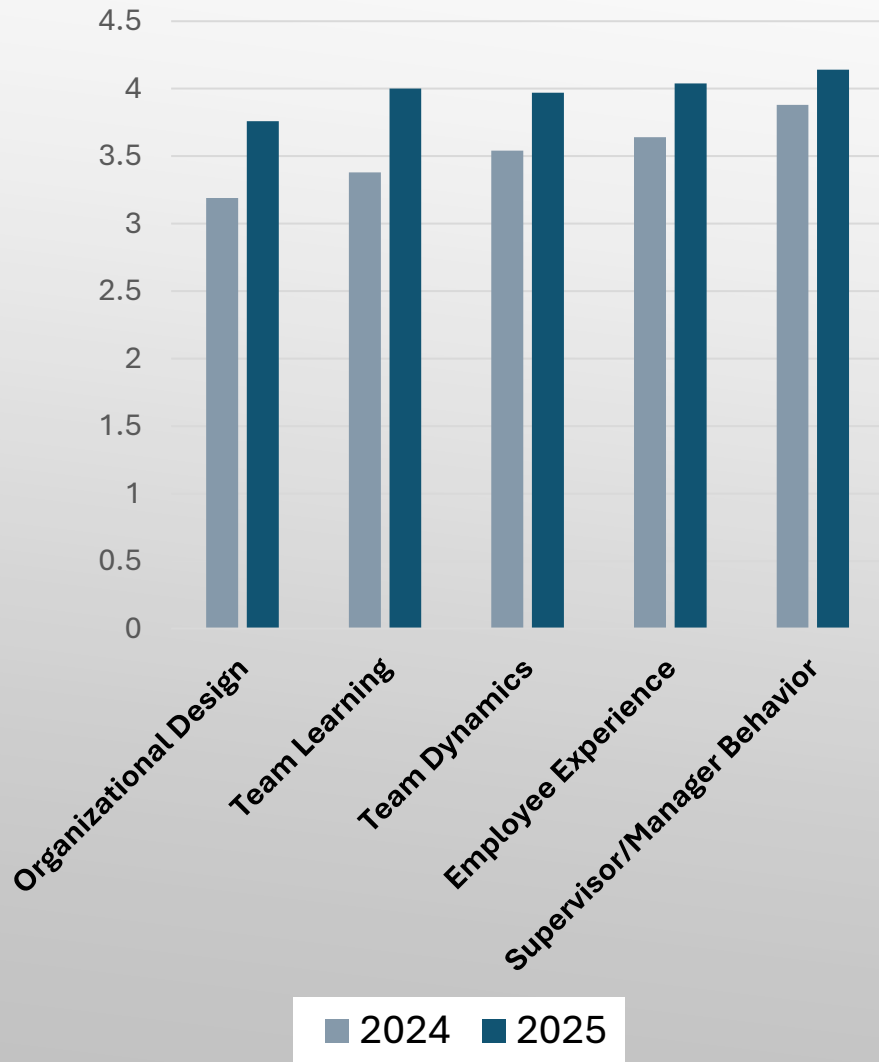
# HEALTH & HUMAN SERVICES 2025 ANNUAL REPORT

# PRESENTATION OVERVIEW

*Mission: To provide outstanding service in a fiscally responsible manner through innovation and collaboration with respect for all.*

- ▶ Psychological Safety Survey
- ▶ Strategic Plan Initiatives
- ▶ HHS Programs
  - ▶ Behavioral Health
  - ▶ Child & Family Services
  - ▶ Home & Community Based Services
  - ▶ Financial Assistance
  - ▶ Child Support
  - ▶ Public Health
- ▶ Staffing
- ▶ Financial Recovery
- ▶ Budget
- ▶ Risks & Challenges Ahead

## Survey Results



# Psychological Safety Survey

- 2024 - 57 participants
- 2025 - 52 participants

# STRATEGIC PLAN INITIATIVES

## EMPOWER STRENGTH-BASED GROWTH

- Gallup Clifton Strengths Assessment
  - 100% of HHS employees completed
- Strengths-Based Development Training
  - ≈88% of HHS employees completed

## SUPPORT EMPLOYEE-DRIVEN PROCESS INNOVATION

- Care Convenings: dialogue on growth mindset, self-care, & advocacy
- Talent Flex System: aligns tasks with strengths and developmental goals
- Decision-Making Playbook: transparent decision processes
- Clarity Portal: anonymous assumption-testing to prevent misinformation

## Civil Commitments

- 2023 – 12
- 2024 – 15
- **2025 – 5**

## Active Adult Mental Health Cases

- 2023 – 45
- 2024 – 35
- **2025 – 32**

# ADULT MENTAL HEALTH

# COMPREHENSIVE RE-ENTRY

## Inmates Accepted Services

2023 – 107

2024 – 115

**2025 – 87**



## Inmates Declined Services

2023 – 195

2024 – 207

**2025 – 251**

## Adult Protection Reports Received

- 2023 – 165
- 2024 – 115
- **2025 – 183**

## Cases Opened for Investigation

- 2023 – 36
- 2024 – 45
- **2025 – 69**

## Emergency Protection Services

- 2023 – 18
- 2024 – 20
- **2025 – 46**

# ADULT PROTECTION SERVICES

# CHILD & FAMILY SERVICES

## Children Served by Children's Mental Health Case Management Services

- 2023 – 17
- 2024 – 26
- **2025 – 27**

## Child Care Providers

- 2023 – 19
- 2024 – 18
- **2025 – 16**

## Adult Community Residential Services Beds

- 2023 -42
- 2024 – 42
- **2025 – 38**

## Child Community Residential Setting Beds

- 2023 -0
- 2024 – 2
- **2025 - 2**

## Adult Family Foster Care Beds

- 2023 -23
- 2024 -23
- **2025 - 22**

# LICENSING SERVICES

## Child Protection Reports

- 2023 – 329
- 2024 – 294
- **2025 – 303**

## Children Entered Foster Care

- 2023 – 20
- 2024 – 10
- **2025 – 9**

## Children Exited Foster Care

- 2023 – 20
- 2024 – 12
- **2025 – 16**

## Children in Out-of-Home Placement

- 2023 – 41
- 2024 – 38
- **2025 – 35**

# CHILD PROTECTION SERVICES

	2023	2024	2025
MnCHOICES Assessments	267	299	<b>380</b>
Hours spent completing MnCHOICES Assessments	3,741	4,505	<b>4,620</b>
People served by a Disability Waiver for the year	199	224	<b>200</b>
Hours Documented in all Disability Waiver Case Management	6,162	8,895.25	<b>6,690</b>

# ADULTS WITH CHRONIC ILLNESS, BRAIN INJURY, PHYSICAL DISABILITIES, AND DEVELOPMENTAL DISABILITIES

	2023	2024	2025
Hours documented in Elderly Waiver Service Coordination	6,634	6,281.25	4,900
MnCHOICES Assessments	248 Legacy	69	72
Individuals served through Family Residential and Customized Living Situations	36	36	32
Individuals served through the Elderly Waiver & Alternative Care to help people stay in their homes	242	229	212
Individuals served through Care Coordination who reside in Community Skilled Nursing	38	29	28

# SERVICES FOR OLDER ADULTS



### Monthly average of individuals receiving Medical Assistance

- 2023 – 4,568
- 2024 – 3,768
- **2025 – 3,550**

### Monthly average of individuals receiving General Assistance or MN supplemental Assistance

- 2023 – 110
- 2024 – 116
- **2025 – 127**

### Households received Emergency Assistance

- 2023 – 14
- 2024 – 11
- **2025 – 7**

### Monthly average of Children Accessing Childcare with Assistance

- 2023 – 34
- 2024 – 38
- **2025 – 47**

# FINANCIAL ASSISTANCE

## Minnesota Family Investment Program & Diversionary Work Program Benefits Per Month

	2023	2024	2025
Adults	23	29	<b>44</b>
Children	61	65	<b>87</b>
Households	37	48	<b>52</b>

## Supplemental Nutrition Assistance Benefits Per Month

	2023	2024	2025
Individuals	1,225	1,196	<b>1,238</b>
Households	711	691	<b>717</b>

# FINANCIAL ASSISTANCE

# FINANCIAL ASSISTANCE

## Medical Assistance Spending (Annual Estimate)

2023 \$45,318,694

2024 \$44,912,917

2025 \$45,938,529

## Number of Persons Receiving Housing Supports – Monthly Average

- 2023 – 54
- 2024 – 58
- **2025 – 65**

## Average Number of Cases Per Month for All Program Types

- 2023 – 3,289
- 2024 – 2,875
- **2025 – 2,832**

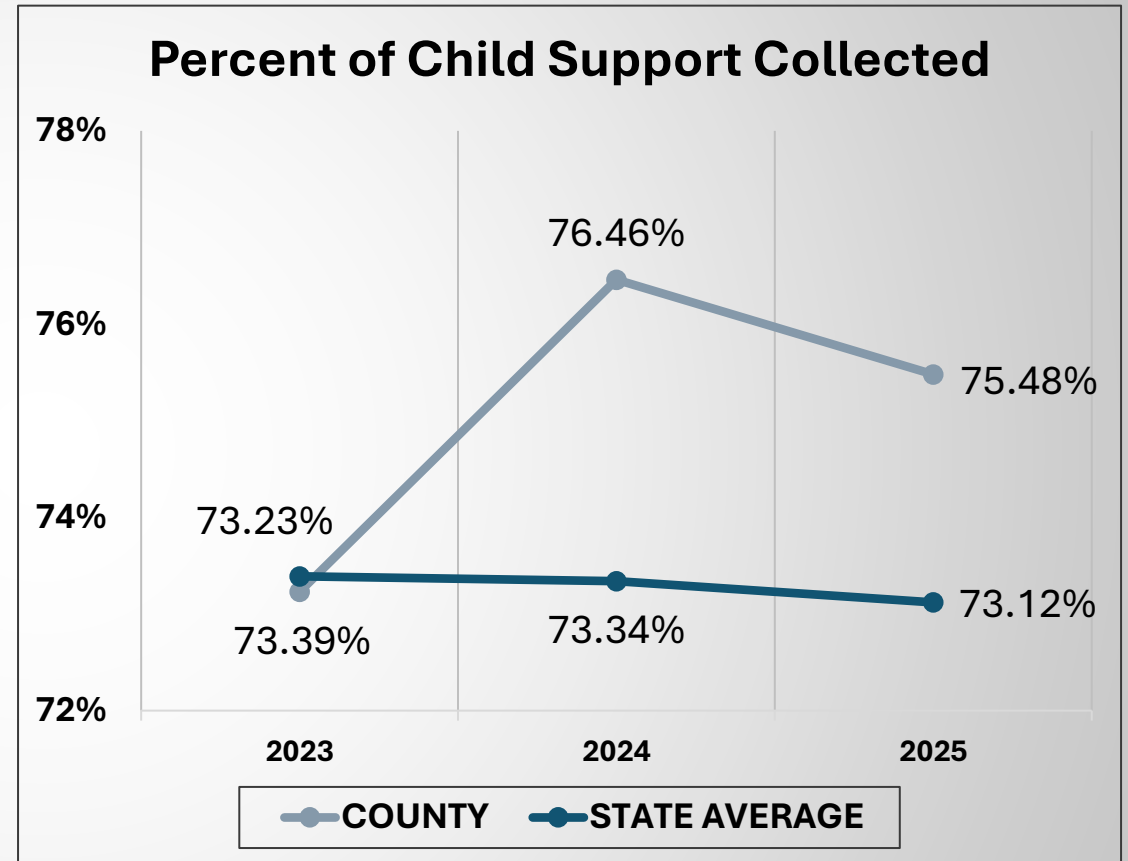
# CHILD SUPPORT

## Child Support Cases

- 2023 – 510
- 2024 – 489
- **2025 – 441**

## Child Support Collected for Families

- 2023 – \$1,459,227
- 2024 – \$1,479,010
- **2025 – \$1,385,234**



### Children Served Through Follow Along Program

- 2023 – 142
- 2024 – 139
- **2025 – 128**

### Children Served Through Child & Teen Checkups Program

- 2023 – 1183
- 2024 – 1163
- **2025 – 728**

### Home Visits By Public Health Nurses for Maternal & Child Health

- 2023 – 184
- 2024 – 143
- **2025 – 194**

### Reimbursement for all Billable Services

- 2023 – \$20,550
- 2024 – \$31,940
- **2025 – \$31,635**

# PUBLIC HEALTH PREVENTION PROGRAMS

**Number of Clinics  
Held in Aitkin  
County**

- 2023 – 25
- 2024 – 20
- **2025 – 11**

**Number of  
Children Served at  
Aitkin County  
Clinics**

- 2023 – 224
- 2024 – 182
- **2025 – 103**

**Number of Adults  
Served at Aitkin  
County Clinics**

- 2023 – 11
- 2024 – 12
- **2025 – 4**

**Number of Aitkin  
County Citizens  
Served Through  
any Clinic in MN**

- 2023 – 176
- 2024 – 249
- **2025 – 183**

# CHILDREN'S DENTAL SERVICES (CDS)

# WOMEN INFANTS & CHILDREN (WIC) PROGRAM

## WIC Dollars Redeemed in Aitkin County

By any MN WIC Participant at Vendors in Aitkin County

2023 – \$101,390

2024 – \$97,673

**2025 - \$114,503**

By Participants at any Grocery Store in MN

2023 - \$177,888

2024 - \$168,690

**2025 - \$213,809**

- 2023 – 353
- 2024 – 327
- **2025 -332**

Clients Served in Calendar Year (unduplicated)



- 2023 – 194
- 2024 – 188
- **2025 - 178**

Households Served



- 2023 – 232
- 2024 – 221
- **2025 - 236**

Average Caseload per Month



### Total Number of Clinics

- 2023 – 40+
- 2024 – 29
- **2025 – 26**

### Total Number of Locations

- 2023 – 20
- 2024 – 15
- **2025 – 20**

### Total Number of People Vaccinated

- 2023 – 632
- 2024 – 431
- **2025 – 580**

### Reimbursement

- 2023 – \$17,778
- 2024 – \$126,081
- **2025 - \$43,051**

# DISEASE PREVENTION AND CONTROL



# OPIOID SETTLEMENT

## Number of Funding Applications Received

- 2023 – 5
- 2024 – 6
- **2025 – 10**

## Number of Funding Applications Approved

- 2023 – 2
- 2024 – 5
- **2025 – 8**

## Amount of Funding spent in Calendar Year

- 2023 – \$24,156
- 2024 – \$36,866
- **2025 – \$123,023**

## Accrued Total of Funding Spent

- 2023 – \$26,321
- 2024 – \$63,187
- **2025 - \$186,210**

# STATEWIDE HEALTH IMPROVEMENT PARTNERSHIP (SHIP)

- **Financial Support to Community Partners**
  - 2023 - \$8,308
  - 2024 - \$12,074
  - **2025 - \$11,242**
- **Aitkin Food Hub Net**
  - 2023 - \$12,121
  - 2024 - \$12,157
  - **2025 - \$3,816**



## HEALTH EDUCATION

- **Number of Outreach Program Packets Distributed**
  - 2023 – N/A program began in 2025
  - 2024 – N/A program began in 2025
  - **2025 - 446**

## Number of Completed Compliance Checks



## Congratulate & Educate

**2023** – 20; 6 sold to underage buyers

**2024** – 28; 9 sold to underage buyers

**2025** – 29; 4 sold to underage buyers



## Compliance

**2023** – 22; 3 sold to underage buyers

**2024** – 20; 4 sold to underage buyers

**2025** – 20; 5 sold to underage buyers

# COMMERCIAL TOBACCO FREE/ TOBACCO PREVENTION

# STAFFING

Number of Positions in Budget	Staff Departed Agency (retired)	Staff Departed Agency (resigned)	Staff Hired	Positions not Replaced	New Positions
2023 – 62	2023 – 0	2023 – 7	2023 – 7	2023 – 1 Child Support Enforcement Aide position	2023 – 1 Financial Worker (converted another position from CA to FW)
2024 – 61	2024 – 2	2024 – 4	2024 – 8	2024 – 1 Financial Worker position	2024 – 1 HCBS
2025 – 62	2025 – 5	2025 – 6	2025 – 8	2025 – all vacant positions filled	2025 – 0

### Collected Public Assistance Program Overpayments

- 2023 - \$28,525
- 2024 - \$20,799
- **2025 - \$18,192**

### Collected in Agency Claims

- 2023 - \$19,443
- 2024 - \$23,138
- **2025 - \$29,983**

### Total Collected in Medical Assistance Estate Recovery

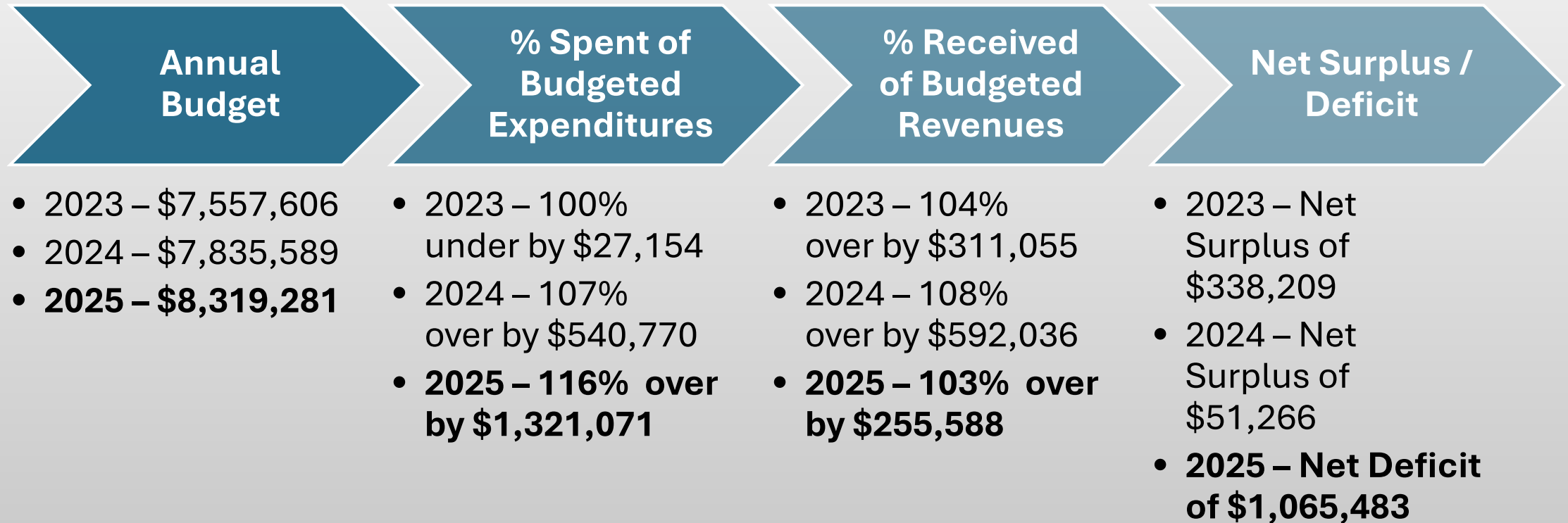
- 2023 - \$256,564
- 2024 - \$272,744
- **2025 - \$388,445**

### Incentive Achieved for Aitkin County

- 2023 - 69,939
- 2024 - \$67,190
- **2025 - \$103,611**

# FINANCIAL RECOVERY

# BUDGET



# RISKS & CHALLENGES AHEAD

- **HR 1 (One Big Beautiful Bill Act)**
  - SNAP benefit cost share based on payment error rate
  - Cost shift change of SNAP administrative costs from 50% to 25%
  - Work requirements for SNAP and Medicaid
  - More frequent eligibility requirements
  - Outdated systems cause duplication of work and errors
- **Minnesota African American Preservation and Child Welfare Disproportionality Act**
  - County Investments in staffing, training, and resource development
  - Unclear definitions and guidance
  - Significant administrative burden on counties
  - Requirement of Active Efforts
- **Potential Costs Shifts and Revenue Changes in the Home and Community Based Program**
  - Potential cost shifts back to counties – subcommittee will be providing 14 cost saving options to hopefully offset
  - Changes in MnCHOICES reimbursement in 2027
  - Increased number of MnCHOICES assessments
  - Increased care coordination cases due to health plan closures

# RISKS & CHALLENGES AHEAD

- **Staffing**
  - Minnesota Paid Family Leave
  - New mandates in Financial and Child Protection
  - Increased need in Home and Community-Based Services
- **Governor's Proposed Budget**
  - Transition the Medicaid program from multiple managed care organizations to a single statewide administrative service organization
  - Shifts some Medical Assistance eligibility responsibilities from counties and tribal nations by July 1<sup>st</sup>, 2028
  - Funds a study for all Medicaid eligibility processing to be transferred to the state by 2032
  - The state will manage the new federal Medical Assistance work requirements rather than passing that work on to counties
  - Reforms waiver case management by phasing out contracted case management by July 1, 2031
  - Funding for outdated technology systems such as MAXIS
  - Adding staffing at state level to address back log of MnCHOICES assessment across the state
  - Conduct a Comprehensive Study on role of the state, counties and Tribal Nations administering human services programs. Recommended changes in the 2029 legislative session.

# QUESTIONS



# Board of County Commissioners Agenda Request

**10A**  
Agenda Item #

**Requested Meeting Date:** April 28, 2026

**Title of Item:** 1st Quarter Budget Report

<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> David Minke, County Administrator		<b>Department:</b> Administration
<b>Presenter (Name and Title):</b> David Minke, County Administrator		<b>Estimated Time Needed:</b> 5 minutes
<b>Summary of Issue:</b> 1st Quarter Budget Report		
<b>Alternatives, Options, Effects on Others/Comments:</b>		
<b>Recommended Action/Motion:</b>		
<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 ADMINISTRATION

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Aitkin County Government Center  
307 2<sup>nd</sup> Street NW, Room 310  
Aitkin, MN 56431

david.minke@aitkincountymn.gov  
Phone: 218-927-7276  
Fax: 218-927-7374

To: Aitkin County Board of Commissioners  
From: David Minke, County Administrator  
Date: April 28, 2026  
Subject: 1<sup>st</sup> Quarter Budget Update

At the end of the First Quarter, the county budget is in good financial shape. Total revenue for the quarter was \$5,012,454 and total expenditures were \$11,011,889. The following graphs compare the actual activity to the adopted budget.

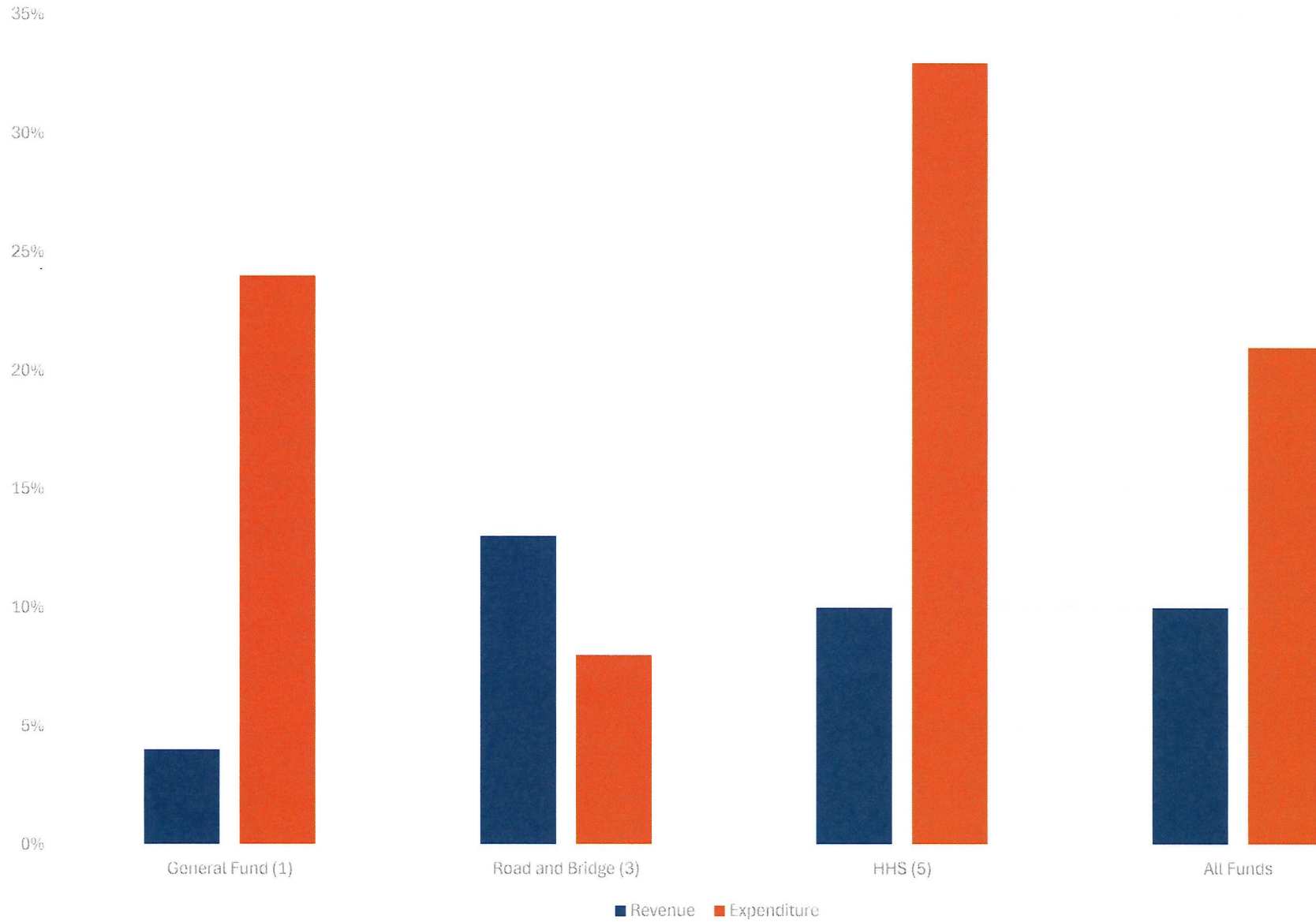
**Chart 1** shows the revenue and expenditure in the major county budget funds (General, Road and Bridge, and Health and Human Services). The General Fund revenue is at 4 percent and expenditures are at 24 percent. Revenues are low at the end of the first quarter as property taxes and county program aid are significant General Fund revenue sources and are not paid until later in the year. Revenue in the Road and Bridge Fund is at 13 percent and expenditures are at 8 percent. This is as expected at this time of the year as most highway projects will be paid out later in the year. Health and Human Services Fund (HHS) revenue is 10 percent while expenditures are at 33 percent. Nearly \$1 million of reserve funds have been spent on the building remodel during the first quarter. Although planned, this expenditure is not in the budget so it makes overall spending look high.

**Chart 2** shows revenue in the General Fund departments with a non-levy budget revenue of \$100,000 or more. All of the revenues are as expected at the end of the first quarter. Assessor revenue is at 85 Percent as most of the assessor contracts have been paid. The largest portion of the sheriff's enforcement revenue is the police state aid which is paid later in the year.

**Chart 3** shows the expenditures in the General Fund by major (\$100,000 or more) budget departments. Most departments are below 25 percent expended, which is expected at this point in the year. The departments of Assessor, Recorder, Veterans Services, Planning and Zoning, and Sheriff's Enforcement are above 25 percent expended. Each of these is due to annual one-time payments for things like insurance, computer program licenses and service contracts.

**Chart 4** shows the expenditures by program area in HHS. Everything is as expected at this point in the year. Total expenditures are at 33 percent. This is due to the planned spending of nearly \$1 million of reserve funds for the building remodel that are not budgeted.

**Chart 1**  
**Revenue and Expenditure by Major Funds and Total County as of 3/31/26**



**Chart 2**  
**General Fund Revenue for Major Budget Departements as of 3/31/26**

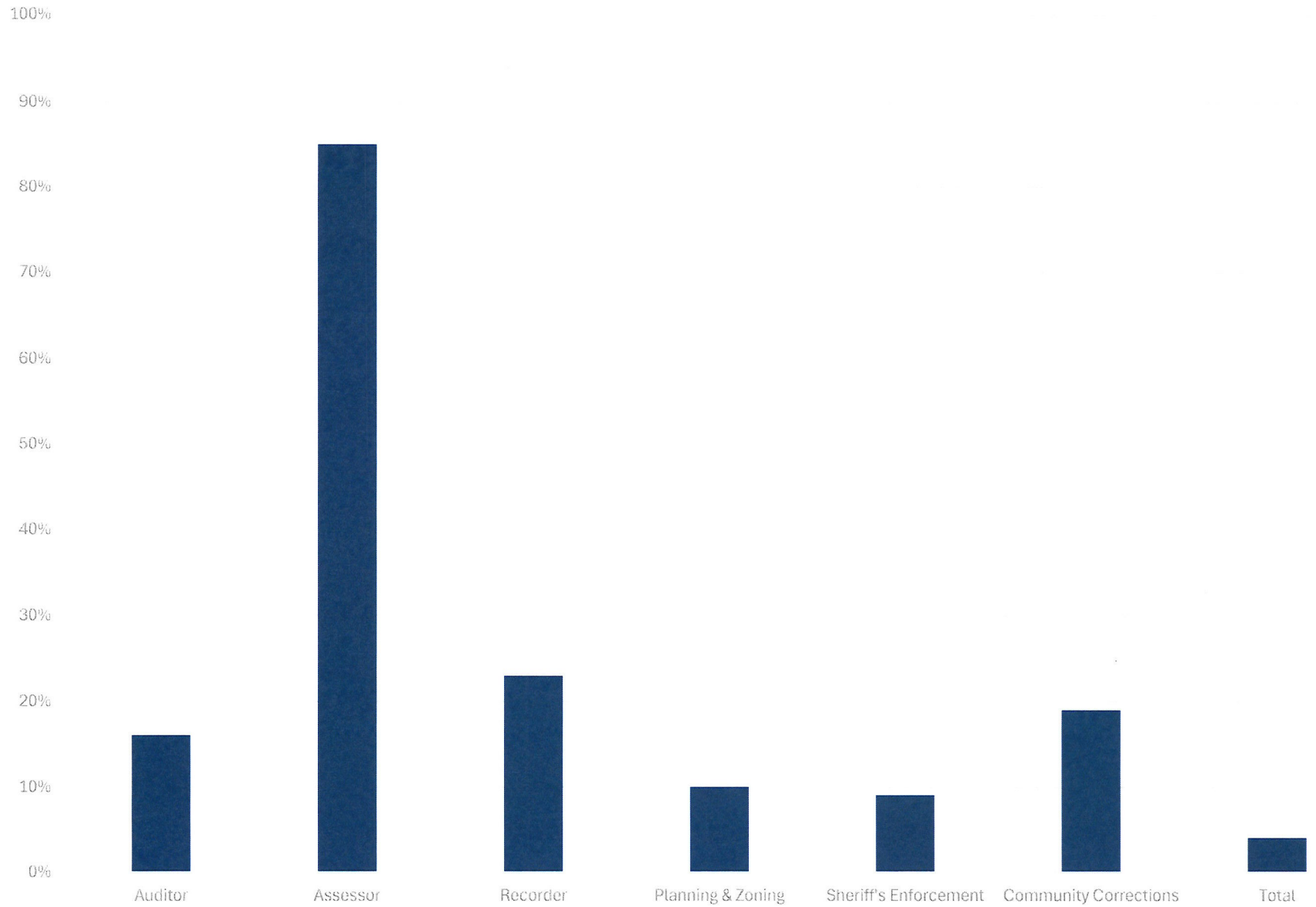
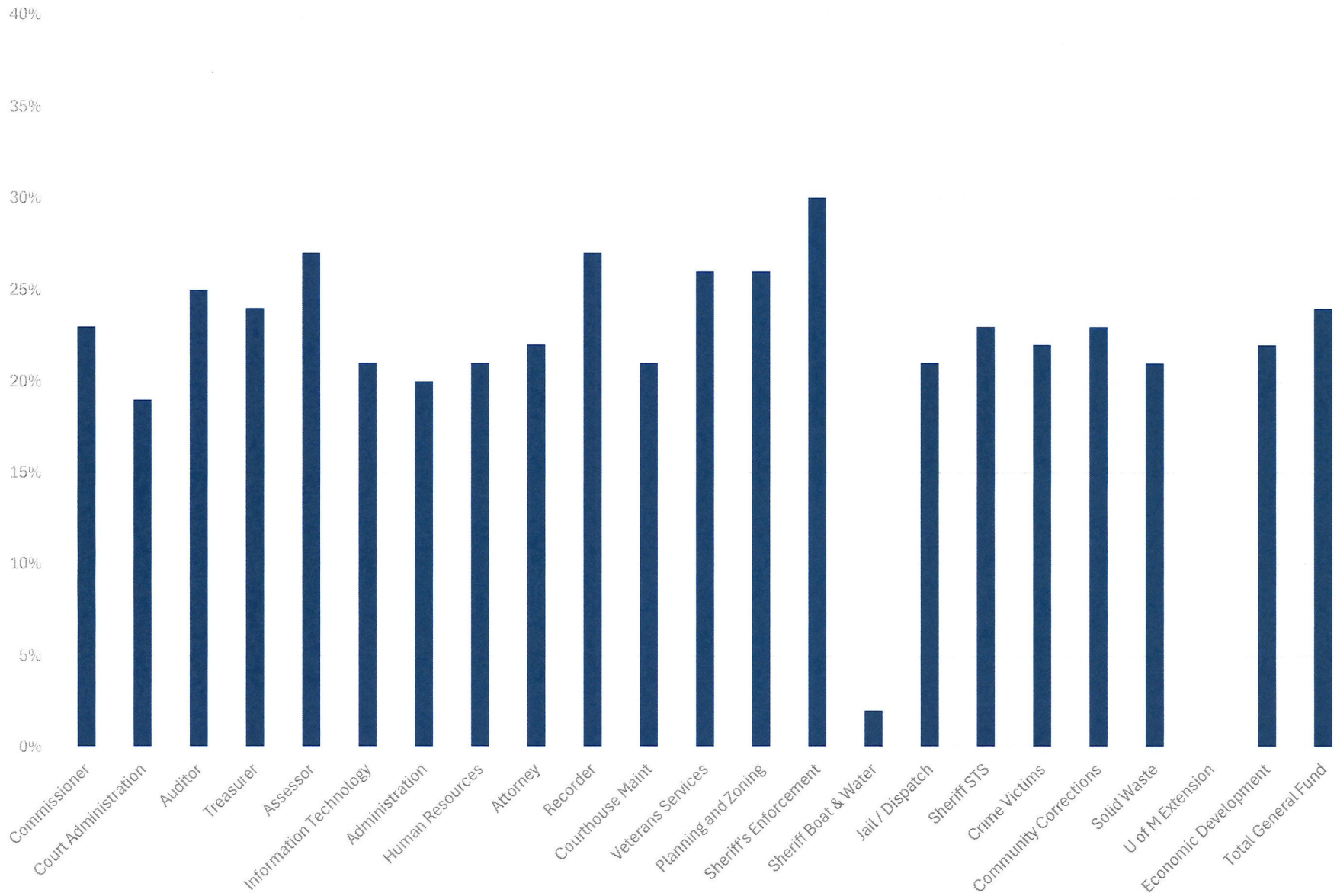
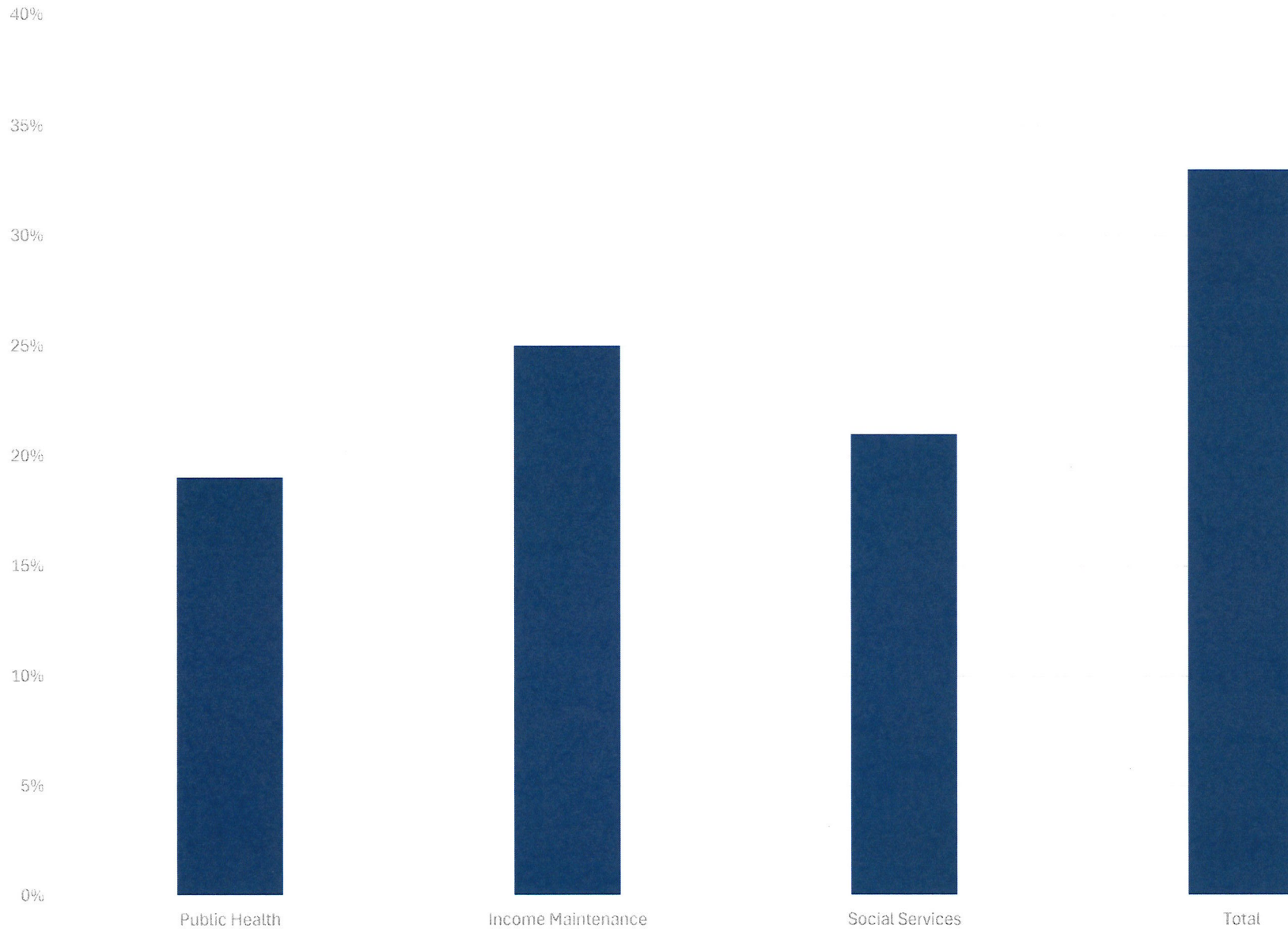


Chart 3  
General Fund Expenditure by Major Budget Departementes as of 3/31/26



**Chart 4**  
**Health and Human Services Expenditures by Major Division as of 3/31/26**





## Aitkin County Board of Commissioners Committee Reports Forms



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)	Monthly	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