



ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS

What: Aitkin County Board Agenda

When: July 25, 2023

Where: Government Center Board Room

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

Phone: **1-415-655-0001**

Access Code: **2564 764 3927**

Meeting Password: **7282**

9:00 a.m.

1) J. Mark Wedel, County Board Chair

A) Call to Order

**** Moment of silence in memory of former Aitkin County Attorney and District Judge, John Leitner**

B) Pledge of Allegiance

C) Approval of the Agenda

D) Health & Human Services (see separate HHS Agenda)

10:00 a.m.

E) Citizens Public Comment- Comments from visitors must be informational and not exceed (5) minutes per person (when there is a large number of speakers to be heard, the Board of Commissioners may shorten this time). The County Board generally will not engage in a discussion or debate in those five minutes but will take the information and find answers if that is appropriate. As part of the County Board protocol, it is unacceptable for any speaker to slander or engage in character assassination at a public board meeting. Anyone attending virtually wishing to speak during the public comment period should notify the County Administrators office at 218-927-727 option 7 no later than 2:30 P.M. on the Monday before the meeting.

2) Consent Agenda- All items on the Consent Agenda are considered to be routine and have been made available to the County Board at least two days prior to the meeting; the times will be enacted by one motion. There will be no separate discussion of these items unless a Board member or citizen so requests, in which event the item will be removed from this Agenda and considered under separate motion.

A) Correspondence File-

July 12, 2023 - July 25, 2023

B) Approve County Board Minutes-

July 11, 2023

C) Approve Electronic Funds Transfers

7/14/2023

D) Approve Auditor Vouchers-

Auditor Warrant- Sales/Use & Diesel Tax, June

E) Approve Manual Warrants/Voids/Corrections-

ELAN 6-22-2023

F) Approve Manual Warrants/Voids/Corrections-

ELAN 7-6-2023

G) Approve Manual Warrants/Voids/Corrections-

Manual Warrants 7-12-2023

H) Approve Auditor Vouchers-

Auditor Warrants 7-14-2023

10:05 a.m.

- 3) **Mark Jeffers – Economic Development Coordinator**
A) Schedule Public Hearing for INH Property Tax Abatement
B) Economic Development Q2 Impact Report - Discussion Only

10:35 a.m.

- 4) **Kathleen Ryan – Chief Financial Officer**
A) Approve AIS Agreement with Aitkin SWCD

10:45 a.m.

- 5) **Kami Genz – Community Corrections Director**
A) Update on Community Corrections DOC - Discussion Only

11:05 a.m.

- 6) **Andrew Carlstrom – Environmental Services Director**
A) Approve Household Hazardous Waste Regional Joint Powers Agreement

11:10 a.m.

- 7) **Dennis Thompson – Land Commissioner**
A) Approve Proposed Land Exchange
B) Adopt Resolution for Non-Public Tax-Forfeited Land Sale

11:30 a.m.

- 8) **John Welle – County Engineer**
A) Approve 2022 Annual Report of County Highway Department

12:00 p.m.

- 9) **Jessica Seibert – County Administrator**
A) Approve Data Practices Revisions
B) 2nd Quarter 2023 Budget Review - Discussion Only
C) Administrator Updates

12:20 p.m.

- 10) **Board of Commissioners**
A) Committee Updates

ADJOURN



AITKIN COUNTY BOARD OF COMMISSIONERS

July 11, 2023

9:00 a.m.

Government Center Board Room

Regular Session Minutes

1.A CALL TO ORDER

Chair Wedel called the meeting to order at 9:01 a.m.

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

1.B PLEDGE OF ALLEGIANCE

1.C APPROVAL OF AGENDA

Motion to: Approve the agenda, as amended.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Bret Sample
SECONDER:	Commissioner Travis Leiviska
Agenda amended: Add item 6D to agenda.	

1.D Citizens Public Comment by:

None.

2 CONSENT AGENDA

Motion to: Approve the Consent Agenda.

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Travis Leiviska
SECONDER:	Commissioner Michael Kearney

A) Correspondence File-

June 28, 2023 - July 11, 2023

B) Approve County Board Minutes-

June 27, 2023

C) Approve Electronic Funds Transfers

Total	\$5,251,289.08
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D) Approve Manual Warrants/Voids/Corrections-

General	\$6,192.93						
State	\$51.00						
Parks	\$120.00						
						Total	\$6,363.93

E) Approve Auditor Vouchers-

Auditors Warrant - R&B 6-30-2023

R&B	\$166,209.39						
						Total	\$166,209.39

F) Approve Manual Warrants/Voids/Corrections-

Manual Warrants 6-30-2023

General	\$1,573.04	LLCC	\$180.00				
State	\$146,728.50	Parks	\$310.00			Total	\$148,791.54

G) Approve Commissioner's Vouchers

Commissioner Warrants 7-7-2023

General	\$378,003.67	State	\$296.73	LLCC	\$9,202.77		
R&B	\$36,032.86	Trust	\$737.93	Parks	\$20,843.11		
HHS	\$41,254.43	Forest D.	\$551.50	Covid RF	\$15,620.00	Total	\$502,543.00

H) Approve Auditor Vouchers-

R&B Contracts 7-7-2023

R&B	\$1,541,701.51						
						Total	\$1,541,701.51

I) Adopt Resolution-

Off-Sale Liquor Lic. B&Son's Invest. LLC

J) Adopt Resolution-

VSO Donation - McGregor American Leg. Aux.

K) Adopt Resolution-

SAR Donation - Glen Township

L) Adopt Resolution-

SAR Donation - Stirewalt Family

M) Adopt Resolution-

SAR Donation - Aitkin Sno-Drifters

N) Adopt Resolution-

STS Donation - Moose Willow Sportsman Club

O) Approve-

Minnesota Power Utility Easement

Regular Agenda

3A Mark Jeffers – Economic Development Coordinator

Motion to:

Approve Revitalization Grant: Award Funding

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Travis Leiviska
SECONDER:	Commissioner Michael Kearney

3B Mark Jeffers – Economic Development Coordinator

Motion to:

Approve Business Development & Recreation Grant: Award Funding

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Laurie Westerlund
SECONDER:	Commissioner Bret Sample

4A Kathleen Ryan – Chief Financial Officer

Motion to:

Approve Purchase ICE Machines for Election

RESULT:	APPROVED (5 TO 0)
MOVER:	Commissioner Bret Sample
SECONDER:	Commissioner Michael Kearney

5A Dave McMillan – LLCC Manager

Motion to:

Approve Signing of Consent Form by LLCC

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

6A Jessica Seibert – County Administrator

Motion to:

Approve appointment of applicant to East Central Regional Library Board

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Michael Kearney
SECONDER: Commissioner Travis Leiviska

6B Jessica Seibert – County Administrator

Motion to:

Approve Joint Powers Agreement NE MN Office of Job Training

RESULT: APPROVED (5 TO 0)
MOVER: Commissioner Bret Sample
SECONDER: Commissioner Laurie Westerlund

6C Jessica Seibert – County Administrator

Informational Only

Administrator Updates

DEED bonding call, Regular 1:1's, County Fair, Remote work policy mtg., Budget work, MACA technical days Thursday & Friday

6D Jessica Seibert – County Administrator

Informational Only

INH Property Tax Abatement Application

RESULT: INFORMATIONAL ONLY

7A John Welle – County Engineer

Informational Only

Public Hearing Partial Ditch Abandonment State Ditch 86

RESULT: PUBLIC HEARING
County Engineer, John Welle, gave an explanation introduction on the proposal with analysis of water flow and ditch management. 10:23 a.m. Open to public comment: Gary Kullhem, Harry Kruse, and Larry Brown expressed concerns about property flooding. No written or online comment was received. 10:37 a.m. Public hearing closed.

8A Board of Commissioners

Informational Only

Committee Updates

JET, ECRL Finance Committee, Snake River 1W1P, Forestry mtg. (NRAC), 169 Detour, Aitkin Airport, Budget, Brainerd 1W1P, AIS

9A **Motion to close meeting under MN Statute 13D.03 Subd.1(b) Labor Negotiations:**

Motion made at 10:49 a.m.

MOVER: Commissioner Laurie Westerlund

SECONDER: Commissioner Bret Sample

Motion to Reopen Meeting

Motion made at 11:42 a.m.

MOVER: Commissioner Laurie Westerlund

SECONDER: Commissioner Bret Sample

Motion to Adjourn

Motion made at 11:42 a.m.

MOVER: Commissioner Bret Sample

SECONDER: Commissioner Travis Leiviska

Next Meeting: Tuesday, July 25, 2023

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

Jessica Seibert
County Administrator

By Commissioner: Leiviska

20230711-063

Approve Off Sale Liquor License – B & Son’s Investments LLC, 1865 Roadside Convenience

NOW THEREFORE BE IT RESOLVED, the Aitkin County Board of Commissioners agrees to approve the following liquor license for a period ending December 31, 2023:

“OFF” Sale:

B & Son’s Investments, LLC d/b/a **1865 Roadside Convenience** – Williams Township
This establishment has an address of 14072 State Highway 65 McGrath, MN 56350

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

FIVE MEMBERS PRESENT

All Members Voting YES

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 11th day of July 2023, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 11th day of July 2023



Jessica Seibert
County Administrator

By Commissioner: Leiviska

20230711-064

Veterans Service Office Donation: Wes Wilmo Memorial – McGregor ALA Unit 23

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:

<u>Name of Donor</u>	<u>Amount</u>
American Legion Auxiliary Unit 23, McGregor	\$2,500

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

<u>Name of Donor</u>	<u>Terms or Conditions</u>
American Legion Auxiliary Unit 23, McGregor	\$1,000 to be used for needy veterans who live in the McGregor area
American Legion Auxiliary Unit 23, McGregor	\$1,500 to be used for needy veterans anywhere in Aitkin County

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

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

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

FIVE MEMBERS PRESENT

All Members Voting YES

STATE OF MINNESOTA}
COUNTY OF AITKIN}

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Witness my hand and seal this 11th day of July 2023



Jessica Seibert
County Administrator

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

ADOPTED July 11, 2023

By Commissioner: Leiviska

20230711-065

Accept Donation: SAR – 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
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WHEREAS, the terms or conditions of the donations, if any, are as follows:

Glen Township	Aitkin County Search and Rescue
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WHEREAS, all such donations have been contributed to the county for the benefit of its citizens, as allowed by law.

WHEREAS, NOW THEREFORE BE IT RESOLVED, the Aitkin County Board of Commissioners

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

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

FIVE MEMBERS PRESENT

All Members Voting YES

STATE OF MINNESOTA}
COUNTY OF AITKIN}

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Witness my hand and seal this 11th day of July 2023



 Jessica Seibert
 County Administrator

By Commissioner: Leiviska

20230711-066

Accept Donation: SAR – The Stirewalt Family

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:

The Stirewalt Family \$500.00

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

The Stirewalt Family 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.

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

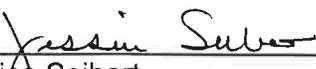
FIVE MEMBERS PRESENT

All Members Voting YES

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 11th day of July 2023, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 11th day of July 2023



Jessica Seibert
County Administrator

By Commissioner: Leiviska

20230711-067

Accept Donation: SAR – Aitkin Sno-Drifters

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:

Aitkin Sno-Drifters \$200.00

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

Aitkin Sno-Drifters 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.

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

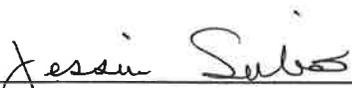
FIVE MEMBERS PRESENT

All Members Voting YES

STATE OF MINNESOTA}
COUNTY OF AITKIN}

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Witness my hand and seal this 11th day of July 2023



Jessica Seibert
County Administrator

By Commissioner: Leiviska

20230711-068

Accept Donation: STS – Moose Willow Sportsman’s Club

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:

Moose Willow Sportsman’s Club \$500.00

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

Moose Willow Sportsman’s Club Aitkin County Sentence to Serve

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

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

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

FIVE MEMBERS PRESENT

All Members Voting YES

STATE OF MINNESOTA}
COUNTY OF AITKIN}

I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 11th day of July 2023, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 11th day of July 2023



Jessica Seibert
County Administrator



Board of County Commissioners Agenda Request



Requested Meeting Date:

Title of Item:

<p>REGULAR AGENDA</p> <p>CONSENT AGENDA</p> <p>INFORMATION ONLY</p>	<p>Action Requested:</p> <p>Approve/Deny Motion</p> <p>Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i></p>	<p>Direction Requested</p> <p>Discussion Item</p> <p>Hold Public Hearing*</p>
<p>Submitted by:</p>		<p>Department:</p>
<p>Presenter (Name and Title):</p>		<p>Estimated Time Needed:</p>
<p>Summary of Issue:</p>		
<p>Alternatives, Options, Effects on Others/Comments:</p>		
<p>Recommended Action/Motion:</p>		
<p>Financial Impact:</p> <p><i>Is there a cost associated with this request?</i> Yes No</p> <p><i>What is the total cost, with tax and shipping? \$</i></p> <p><i>Is this budgeted?</i> Yes No <i>Please Explain:</i></p>		

ELECTRONIC FUNDS TRANSFER

Thru July 14, 2023 Board Meeting July 25, 2023

Abstract Number	Date	Amount	Reason
21774	7/7/23	\$124,615.82	Commissioner Abstract
21776	7/7/23	\$4,886.89	Auditor Abstract
21777	7/10/23	\$4,939.21	Commissioner Abstract
21778	7/6/23	\$5,455.81	Manual Abstract
21779	7/11/23	\$1,839.06	Auditor Abstract
21780	7/12/23	\$2,644.95	Manual Abstract
21781	7/14/23	\$874,514.33	Payroll Abstract
21782	7/14/23	\$62,694.00	Auditor Abstract
21783	7/14/23	\$2,690.44	Auditor Abstract

\$0
Voids/No ACH
21775

\$1,084,280.51

S:Board Report:2023 EFT Board Report Thru Date

KMR1
7/7/23

1:35PM

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

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

AUDITOR WARRANT - Sales/Use & Diesel Tax, June 2023

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

Aitkin County



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

1 General Fund

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
40	DEPT			Auditor			
89991	Bremer Bank						
	01-040-021-0000-5840		0.32	Receipt Nbr 20551 06/05/2023		Misc Receipts	N
	01-040-021-0000-5840		0.64	Receipt Nbr 20611 06/14/2023		Misc Receipts	N
	01-040-021-0000-5840		0.32	Receipt Nbr 20658 06/23/2023		Misc Receipts	N
	89991 Bremer Bank		1.28	3 Transactions			
40	DEPT Total:		1.28	Auditor	1 Vendors	3 Transactions	
43	DEPT			Assessor			
89991	Bremer Bank						
	01-043-000-0000-5840		116.59	Receipt Nbr 20524 06/02/2023		Misc Receipts	N
	01-043-000-0000-5840		0.51	Receipt Nbr 20643 06/21/2023		Misc Receipts	N
	01-043-000-0000-5840		0.26	Receipt Nbr 20654 06/22/2023		Misc Receipts	N
	01-043-000-0000-5840		0.26	Receipt Nbr 20680 06/29/2023		Misc Receipts	N
	01-043-000-0000-5840		0.26	Receipt Nbr 20680 06/29/2023		Misc Receipts	N
	89991 Bremer Bank		117.36	5 Transactions			
43	DEPT Total:		117.36	Assessor	1 Vendors	5 Transactions	
90	DEPT			Attorney			
89991	Bremer Bank						
	01-090-000-0000-5840		5.15	Receipt Nbr 20647 06/21/2023		Misc Receipts	N
	01-090-000-0000-5840		3.86	Receipt Nbr 20685 06/29/2023		Misc Receipts	N
	89991 Bremer Bank		9.01	2 Transactions			
90	DEPT Total:		9.01	Attorney	1 Vendors	2 Transactions	
100	DEPT			Recorder			
89991	Bremer Bank						
	01-100-000-0000-5840		0.64	Receipt Nbr 5767 06/01/2023		Misc Receipts	N
	01-100-000-0000-5840		0.58	Receipt Nbr 5777 06/02/2023		Misc Receipts	N
	01-100-000-0000-5840		1.35	Receipt Nbr 5816 06/08/2023		Misc Receipts	N
	01-100-000-0000-5840		1.35	Receipt Nbr 5816 06/08/2023		Misc Receipts	N
	01-100-000-0000-5840		1.35	Receipt Nbr 5819 06/08/2023		Misc Receipts	N
	01-100-000-0000-5840		0.45	Receipt Nbr 5821 06/09/2023		Misc Receipts	N
	01-100-000-0000-5840		0.51	Receipt Nbr 5823 06/09/2023		Misc Receipts	N
	01-100-000-0000-5840		4.50	Receipt Nbr 5852 06/14/2023		Misc Receipts	N

Aitkin County



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

1 General Fund

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
	01-100-000-0000-5840		0.51	Receipt Nbr 5875 06/20/2023		Misc Receipts N
	01-100-000-0000-5840		0.64	Receipt Nbr 5879 06/21/2023		Misc Receipts N
	01-100-000-0000-5840		12.29	Receipt Nbr 5918 06/29/2023		Misc Receipts N
89991	Bremer Bank		21.47	11 Transactions		
100	DEPT Total:		21.47	Recorder	1 Vendors	11 Transactions
252	DEPT			Corrections		
	89991 Bremer Bank					
	01-252-252-0000-5872		94.51	Receipt Nbr 20588 06/09/2023		Phone Card Prisoner Welfare(Taxable) N
	01-252-252-0000-5872		20.02	Receipt Nbr 20662 06/23/2023		Phone Card Prisoner Welfare(Taxable) N
89991	Bremer Bank		114.53	2 Transactions		
252	DEPT Total:		114.53	Corrections	1 Vendors	2 Transactions
1	Fund Total:		263.65	General Fund		23 Transactions

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

3 Road & Bridge

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
0	DEPT			Undesignated			
89991	Bremer Bank						
	03-000-000-0000-5505		344.27	Receipt Nbr 20686 06/29/2023		Culverts	N
	03-000-000-0000-5517		2.89	Receipt Nbr 20536 06/02/2023		Charges-Individuals	N
	03-000-000-0000-5517		4.82	Receipt Nbr 20536 06/02/2023		Charges-Individuals	N
	03-000-000-0000-5517		0.26	Receipt Nbr 20536 06/02/2023		Charges-Individuals	N
	03-000-000-0000-5517		5.79	Receipt Nbr 20560 06/07/2023		Charges-Individuals	N
	03-000-000-0000-5517		2.89	Receipt Nbr 20564 06/07/2023		Charges-Individuals	N
	03-000-000-0000-5517		2.89	Receipt Nbr 20572 06/08/2023		Charges-Individuals	N
	03-000-000-0000-5517		2.89	Receipt Nbr 20582 06/08/2023		Charges-Individuals	N
	03-000-000-0000-5517		8.68	Receipt Nbr 20586 06/09/2023		Charges-Individuals	N
	03-000-000-0000-5517		4.82	Receipt Nbr 20586 06/09/2023		Charges-Individuals	N
	03-000-000-0000-5517		0.13	Receipt Nbr 20612 06/15/2023		Charges-Individuals	N
	03-000-000-0000-5517		2.89	Receipt Nbr 20621 06/15/2023		Charges-Individuals	N
	03-000-000-0000-5517		20.26	Receipt Nbr 20625 06/15/2023		Charges-Individuals	N
	03-000-000-0000-5517		14.47	Receipt Nbr 20653 06/22/2023		Charges-Individuals	N
	03-000-000-0000-5517		19.30	Receipt Nbr 20653 06/22/2023		Charges-Individuals	N
	03-000-000-0000-5517		5.79	Receipt Nbr 20656 06/23/2023		Charges-Individuals	N
	03-000-000-0000-5517		2.89	Receipt Nbr 20683 06/29/2023		Charges-Individuals	N
	03-000-000-0000-5517		11.58	Receipt Nbr 20686 06/29/2023		Charges-Individuals	N
	03-000-000-0000-5517		4.82	Receipt Nbr 20686 06/29/2023		Charges-Individuals	N
	03-000-000-0000-5517		5.79	Receipt Nbr 20688 06/30/2023		Charges-Individuals	N
89991	Bremer Bank		468.12		20 Transactions		
0	DEPT Total:		468.12	Undesignated	1 Vendors	20 Transactions	
303	DEPT			R&B Highway Maintenance			
89991	Bremer Bank						
	03-303-000-0000-6570		19.19	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		40.07	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		13.26	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		11.29	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		37.24	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		23.14	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		12.70	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		52.01	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		24.83	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		52.20	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		80.42	JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N

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Aitkin County



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

3 Road & Bridge

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	03-303-000-0000-6570		JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
	03-303-000-0000-6570		JUNE 2023 DIESEL TAX	JUNE 2023 DIESEL	Motor Fuel & Lubricants	N
89991	Bremer Bank		489.06	14 Transactions		
303	DEPT Total:		489.06	R&B Highway Maintenance	1 Vendors	14 Transactions
3	Fund Total:		957.18	Road & Bridge		34 Transactions

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Aitkin County



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

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
923	DEPT		Forfeited Tax Sales			
	89991 Bremer Bank					
	10-923-000-0000-5260		7.40	Receipt Nbr 3542 06/08/2023		FTS-Leases/Easements N
	10-923-000-0000-5260		7.40	Receipt Nbr 3559 06/14/2023		FTS-Leases/Easements N
	89991 Bremer Bank		14.80	2 Transactions		
923	DEPT Total:		14.80	Forfeited Tax Sales	1 Vendors	2 Transactions
10	Fund Total:		14.80	Trust		2 Transactions

Aitkin County



Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Amount	Service Dates	Paid On Bhf #	On Behalf of Name
521	DEPT		LLCC Administration			
	89991 Bremer Bank					
	19-521-000-0000-5885		6.29	Receipt Nbr 20529 06/02/2023		Commissary Sales Taxable N
	19-521-000-0000-5885		1.49	Receipt Nbr 20546 06/05/2023		Commissary Sales Taxable N
	19-521-000-0000-5885		6.70	Receipt Nbr 20557 06/07/2023		Commissary Sales Taxable N
	19-521-000-0000-5885		27.96	Receipt Nbr 20569 06/08/2023		Commissary Sales Taxable N
	19-521-000-0000-5885		17.36	Receipt Nbr 20575 06/08/2023		Commissary Sales Taxable N
	19-521-000-0000-5885		11.70	Receipt Nbr 20635 06/20/2023		Commissary Sales Taxable N
	19-521-000-0000-5885		15.54	Receipt Nbr 20664 06/26/2023		Commissary Sales Taxable N
	19-521-000-0000-5885		11.29	Receipt Nbr 20677 06/28/2023		Commissary Sales Taxable N
	89991 Bremer Bank		98.33	8 Transactions		
521	DEPT Total:		98.33	LLCC Administration	1 Vendors	8 Transactions
19	Fund Total:		98.33	Long Lake Conservation Center		8 Transactions

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor No.	Name Account/Formula	Rpt Acrr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
520	DEPT			Parks			
89991	Bremer Bank						
	21-520-000-0000-5510		6.43	Receipt Nbr 3526 06/01/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		9.65	Receipt Nbr 3526 06/01/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		6.43	Receipt Nbr 3527 06/01/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		3.86	Receipt Nbr 3527 06/01/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		9.65	Receipt Nbr 3527 06/01/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		4.12	Receipt Nbr 3527 06/01/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		6.24	Receipt Nbr 3527 06/01/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		3.80	Receipt Nbr 3527 06/01/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		15.44	Receipt Nbr 3533 06/02/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		5.15	Receipt Nbr 3534 06/05/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		5.79	Receipt Nbr 3534 06/05/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		1.93	Receipt Nbr 3534 06/05/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		6.43	Receipt Nbr 3535 06/05/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		5.79	Receipt Nbr 3535 06/05/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		20.58	Receipt Nbr 3536 06/05/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		7.72	Receipt Nbr 3539 06/06/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		28.30	Receipt Nbr 3539 06/06/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		6.43	Receipt Nbr 3543 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		5.15	Receipt Nbr 3543 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		5.79	Receipt Nbr 3543 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		0.32	Receipt Nbr 3543 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		4.52	Receipt Nbr 3543 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		0.32	Receipt Nbr 3543 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		1.29	Receipt Nbr 3544 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		1.29	Receipt Nbr 3544 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		2.57	Receipt Nbr 3545 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		12.87	Receipt Nbr 3545 06/08/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		10.29	Receipt Nbr 3549 06/09/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		11.58	Receipt Nbr 3550 06/12/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		5.15	Receipt Nbr 3550 06/12/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		9.01	Receipt Nbr 3551 06/12/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		2.57	Receipt Nbr 3551 06/12/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		1.29	Receipt Nbr 3558 06/13/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		5.15	Receipt Nbr 3558 06/13/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		2.89	Receipt Nbr 3558 06/13/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		4.82	Receipt Nbr 3558 06/13/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		12.87	Receipt Nbr 3560 06/14/2023		Co. Parks Campground Fees	N

Aitkin County

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



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
21-520-000-0000-5510			2.57	Receipt Nbr 3560 06/14/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			12.87	Receipt Nbr 3560 06/14/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			3.86	Receipt Nbr 3560 06/14/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			1.55	Receipt Nbr 3560 06/14/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			1.29	Receipt Nbr 3560 06/14/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			0.96	Receipt Nbr 3563 06/15/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			5.79	Receipt Nbr 3563 06/15/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			14.15	Receipt Nbr 3564 06/16/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			3.86	Receipt Nbr 3569 06/20/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			5.15	Receipt Nbr 3569 06/20/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			1.93	Receipt Nbr 3569 06/20/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			5.15	Receipt Nbr 3570 06/20/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			5.15	Receipt Nbr 3571 06/20/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			3.86	Receipt Nbr 3572 06/20/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			13.51	Receipt Nbr 3572 06/20/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			3.86	Receipt Nbr 3576 06/21/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			6.75	Receipt Nbr 3576 06/21/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			10.29	Receipt Nbr 3578 06/21/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			7.27	Receipt Nbr 3578 06/21/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			7.40	Receipt Nbr 3578 06/21/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			3.22	Receipt Nbr 3578 06/21/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			6.50	Receipt Nbr 3578 06/21/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			1.29	Receipt Nbr 3578 06/21/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			11.58	Receipt Nbr 3579 06/22/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			5.15	Receipt Nbr 3580 06/23/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			1.29	Receipt Nbr 3580 06/23/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			1.93	Receipt Nbr 3580 06/23/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			7.72	Receipt Nbr 3581 06/26/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			3.86	Receipt Nbr 3581 06/26/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			10.29	Receipt Nbr 3582 06/26/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			3.86	Receipt Nbr 3582 06/26/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			5.15	Receipt Nbr 3584 06/27/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			0.96	Receipt Nbr 3584 06/27/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			2.57	Receipt Nbr 3586 06/28/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			1.29	Receipt Nbr 3586 06/28/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			1.93	Receipt Nbr 3586 06/28/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			1.29	Receipt Nbr 3589 06/28/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			17.05	Receipt Nbr 3589 06/28/2023		Co. Parks Campground Fees	N
21-520-000-0000-5510			6.43	Receipt Nbr 3589 06/28/2023		Co. Parks Campground Fees	N

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7/7/23 1:35PM
21 Parks

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description	1099
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name	
	21-520-000-0000-5510		Receipt Nbr 3589 06/28/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		Receipt Nbr 3589 06/28/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		Receipt Nbr 3590 06/28/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		Receipt Nbr 3591 06/29/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		Receipt Nbr 3591 06/29/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		Receipt Nbr 3591 06/29/2023		Co. Parks Campground Fees	N
	21-520-000-0000-5510		Receipt Nbr 3594 06/30/2023		Co. Parks Campground Fees	N
89991	Bremer Bank		505.10	83	Transactions	
520	DEPT Total:		505.10	Parks	1 Vendors	83 Transactions
21	Fund Total:		505.10	Parks		83 Transactions
	Final Total:		1,839.06	10 Vendors	150 Transactions	

Aitkin County

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



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	263.65	General Fund
3	957.18	Road & Bridge
10	14.80	Trust
19	98.33	Long Lake Conservation Center
21	505.10	Parks
All Funds	1,839.06	Total

Approved by,

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ELAN PAID 6-22-2023

1 General Fund

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
5462	Bremer Bank (Elan ACH)						
5	01-090-000-0000-6240		267.00	MN LAWYER PORTAL	000278072	Membership/Dues/Association Fees	N
18	01-200-003-0000-6339		27.90	#221 LUNCH 6/7	010312	Meals (Overnight)	N
19	01-200-003-0000-6339		27.90	#221 CONF - LUNCH 6/8 -	047071	Meals (Overnight)	N
25	01-052-000-0000-6241		75.00	ICMA MANAGEMENT ASSESSMENT	06162023	Registration Fee	N
27	01-052-000-0000-6241		50.00	ICMA CREDENTIALING PROGRAM FEE	06162023	Registration Fee	N
26	01-052-000-0000-6405		232.89	BOOKS	06162023	Office Supplies	N
22	01-252-000-0000-6360		149.90	ZOOM ANNUAL RENEWAL	10540	Services, Labor, Contracts	N
23	01-711-000-0000-6230		27.89	CISCO SYSTEMS - WEB EX SIGN UP	14843	Printing, Publishing & Adv	N
1	01-053-000-0000-6360		191.00	APPLICANT STACK SOFTWARE 6/23	174525	Services, Labor, Contracts	N
				06/01/2023 07/01/2023			
6	01-090-000-0000-6240		871.00	MSBA DUES	1897	Membership/Dues/Association Fees	N
20	01-200-003-0000-6241		125.00	JEN O - CIVIL PROCESS TRNG-	287930	Registration Fee	N
17	01-200-003-0000-6241		300.00	#221 MSA SUMMER CONF	287950	Registration Fee	N
2	01-120-000-0000-6241		350.00	JOSH NACVSO CONF FEE	3193	Registration Fee	N
24	01-110-000-0000-6360		314.10	PLUNKETTS WASP SPRAYING	35278	Services, Labor, Contracts	N
16	01-200-003-0000-6241		75.00	#219 DMT RECERT.	40299	Registration Fee	N
3	01-043-000-0000-6405		111.58	SAFETY VESTS FOR APPRAISERS	415662-00	Office Supplies	N
4	01-391-000-0000-6332		45.69	ARROWWOOD MACPZA CONF	659822	Hotel / Motel Lodging	N
29	01-090-000-0000-6332		228.10	MNCCC CONFERENCE	660216	Hotel / Motel Lodging	N
13	01-040-000-0000-6332		108.62	ARROWWOOD / MCCC CONF (WB)	660473	Hotel / Motel Lodging	N
21	01-202-000-0000-6462		100.79	BUOY LIGHTS - BIG SANDY	B2C7282	Sheriff Field Supplies	N
30	01-090-000-0000-6342		179.99	NITRO PDF PRO 14	BKD-73645236017	Office Equipment Rental/Contracts	N
28	01-049-000-0000-6283		0.04	AZURESTACK HCI MONTHLY CLOUD	G024540067	Programming, Services, Contracts	N
7	01-100-000-0000-6335		14.78	SUMMER CONFERENCE-GAS	JUNE	Gas/Vehicle Fuel Charges	N
				06/15/2023 06/15/2023			
8	01-100-196-0000-6625		218.94	COMPUTER SUPPLIES	JUNE	Office & Other Equipment-Recorder's	N
				06/12/2023 06/12/2023			
5462	Bremer Bank (Elan ACH)		4,093.11	24 Transactions			
1 Fund Total:			4,093.11	General Fund	1 Vendors	24 Transactions	

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Aitkin County



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

10 Trust

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
15	5462 Bremer Bank (Elan ACH) 10-921-000-0000-6450		191.05	R MACKAYLOGGERSTAPE PRISM VEST	412786-00	Field Supplies	N
14	10-923-000-0000-6268		400.00	K HILL NATL INDIAN TIMBER SYM	899375	Staff Training, Development	N
	5462 Bremer Bank (Elan ACH)		591.05	2 Transactions			
10 Fund Total:			591.05	Trust	1 Vendors	2 Transactions	

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 19 Long Lake Conservation Cen

Aitkin County



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
	5462 Bremer Bank (Elan ACH)						
12	19-524-000-0000-6590		99.76	WILDFLOWER MIX FOR CAMPUS PROJ	18651	Repair & Maintenance Supplies	N
10	19-521-000-0000-6360		384.62	SOFTWARE FOR MARKETING	2473193765	Services, Labor, Contracts	N
				06/09/2023 06/08/2024			
11	19-522-000-0000-6431		565.95	BULLETS FOR FIREARM SAFETY CAM	3101001	Educational Supplies	N
9	19-521-000-0000-6205		42.21	MAILING PACKAGES PURCHASED ONL	6/16/23	Postage	N
	5462 Bremer Bank (Elan ACH)		1,092.54	4 Transactions			
19 Fund Total:			1,092.54	Long Lake Conservation Center	1 Vendors	4 Transactions	
Final Total:			5,776.70	3 Vendors	30 Transactions		

Aitkin County



Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
15	5462 Bremer Bank (Elan ACH) 05-400-440-0410-6241		7.00	2023 LPHA RETREAT REG - (SP) 06/23/2023 06/23/2023		Meeting/Conference Registration Fee	N
16	05-420-600-4800-6241		16.50	2023 LPHA RETREAT REG - (SP) 06/23/2023 06/23/2023		Meeting/Conference Registration Fee	N
17	05-430-700-4800-6241		26.50	2023 LPHA RETREAT REG - (SP) 06/23/2023 06/23/2023		Meeting/Conference Registration Fee	N
14	05-430-700-4800-6405		39.99	BUSINESS CARDS (TW) 06/12/2023 06/12/2023		Office Supplies	N
19	05-430-710-3930-6020		19.12	GEN CASE MGMT-MEALS 06/14/2023 06/14/2023		General Case Management	N
4	05-420-640-4800-6405		52.99-	CS-PRIVACY SCREENS RTND (MK) 06/08/2023 06/08/2023	112-2062788-86962	Office Supplies	N
18	05-430-700-4800-6805		61.50	MH INIT - BUS TICKET	132494039	Mh Init - Transportation	N
20	05-430-700-4800-6108		6.98	MEAL REIMBURSEMENT - DAY MEAL 06/14/2023 06/14/2023	134849016	Meals Reimbursed (Taxable)	N
12	05-400-400-0402-6266		16.03	WEBEX (PUBLIC HEALTH) 06/09/2023 07/08/2023	161-01179293	Software Fees/License Fees	N
5	05-400-440-0410-6266		6.73	WEBEX (SP, CG, PA) 06/09/2023 07/08/2023	161-01179293	Software Fees/License Fees	N
9	05-400-440-0410-6266		16.03	WEBEX (EM) 06/09/2023 07/08/2023	161-01179293	Software Fees/License Fees	N
6	05-420-600-4800-6266		15.87	WEBEX (SP, CG, PA) 06/09/2023 07/08/2023	161-01179293	Software Fees/License Fees	N
10	05-420-600-4800-6266		16.03	WEBEX (JG) 06/09/2023 07/08/2023	161-01179293	Software Fees/License Fees	N
11	05-420-640-4800-6266		16.03	WEBEX (JH) 06/09/2023 07/08/2023	161-01179293	Software Fees/License Fees	N
7	05-430-700-4800-6266		25.50	WEBEX (SP, CG, PA) 06/09/2023 07/08/2023	161-01179293	Software Fees/License Fees	N
8	05-430-700-4800-6266		48.09	WEBEX (KL, JS, RP) 06/09/2023 07/08/2023	161-01179293	Software Fees/License Fees	N
1	05-400-440-0410-6266		2.80	AVAILITY - MAY '23 05/01/2023 05/31/2023	INV00945725	Software Fees/License Fees	N
2	05-420-600-4800-6266		6.60	AVAILITY - MAY '23 05/01/2023 05/31/2023	INV00945725	Software Fees/License Fees	N
3	05-430-700-4800-6266		10.60	AVAILITY - MAY '23 05/01/2023 05/31/2023	INV00945725	Software Fees/License Fees	N

WLB1
7/10/23 9:13AM

Aitkin County



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

5 Health & Human Services

<u>Vendor</u>	<u>Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>	<u>1099</u>
<u>No.</u>	<u>Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
5462	Bremer Bank (Elan ACH)		304.91	19 Transactions		
5 Fund Total:			304.91	Health & Human Services	1 Vendors	19 Transactions

WLB1
7/10/23 9:13AM

Aitkin County



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

25 Opioid Settlement

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
13	5462 Bremer Bank (Elan ACH) 25-000-000-0000-6266		16.03	WEBEX (OPIOID) 06/09/2023 07/08/2023	161-01179293	Data Processing/Computer Services	N
	5462 Bremer Bank (Elan ACH)		16.03	1 Transactions			
25 Fund Total:			16.03	Opioid Settlement	1 Vendors	1 Transactions	
Final Total:			320.94	2 Vendors	20 Transactions		

Aitkin County



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	5	304.91	Health & Human Services
	25	16.03	Opioid Settlement
All Funds		320.94	Total

Approved by,

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Aitkin County



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	1	4,093.11	General Fund	
	10	591.05	Trust	
	19	1,092.54	Long Lake Conservation Center	
All Funds		5,776.70	Total	Approved by,

TOTAL ELAN PAID 6/22/23 - \$6097.64

KMR1
7/7/23

1:07PM

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

Page 1

ELAN PAID 7-6-2023

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

Save Report Options?: N

KMR1
7/7/23 1:07PM

Aitkin County



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

1 General Fund

Vendor No.	Name Account/Formula	Accr	Rpt	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
1	5462 Bremer Bank (Elan ACH) 01-044-000-0000-6800			5,455.81	ELAN STMT - PAID 07.06.2023	06.30.2023	ELAN - Statement Payment	N
	5462 Bremer Bank (Elan ACH)			5,455.81	1 Transactions			
1 Fund Total:				5,455.81	General Fund	1 Vendors	1 Transactions	
Final Total:				5,455.81	1 Vendors	1 Transactions		

Aitkin County



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	5,455.81	General Fund
All Funds	5,455.81	Total

Approved by,

.....

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

MANUAL WARRANTS 7-12-2023

Explode Dist. Formulas?: Y

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

KMR1
7/12/23 12:13PM

Aitkin County



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

Page 2

1 General Fund

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
	8410 Bremer Bank						
1	01-044-904-0000-6360		315.67	MED FSA CLAIMS 2023	06/30/2023	Flex Plan Withdrawals	N
2	01-044-904-0000-6360		234.98	MED FSA CLAIMS 2023	07/02/2023	Flex Plan Withdrawals	N
	8410 Bremer Bank		550.65	2 Transactions			
1 Fund Total:			550.65	General Fund	1 Vendors	2 Transactions	

KMR1
7/12/23 12:13PM

Aitkin County



13 Taxes & Penalties

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

Page 3

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
5	8410 Bremer Bank 13-943-000-0000-2001		1,668.72	UNABLE TO LOCATE - PER. 2	R 223	Cur - Property Taxes	N
	8410 Bremer Bank		1,668.72	1 Transactions			
13 Fund Total:			1,668.72	Taxes & Penalties	1 Vendors	1 Transactions	

Aitkin County



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
3	8410 Bremer Bank 19-522-000-0000-6267		376.13	TOTAL SERVICE CHARGES - JUNE	7526	Credit Card Fees	N
4	19-522-000-0000-6267		49.45	TOTAL FEES - JUNE	7526	Credit Card Fees	N
	8410 Bremer Bank		425.58	2 Transactions			
19 Fund Total:			425.58	Long Lake Conservation Center	1 Vendors	2 Transactions	
Final Total:			2,644.95	3 Vendors	5 Transactions		

Aitkin County



Recap by Fund

<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
1	550.65	General Fund
13	1,668.72	Taxes & Penalties
19	425.58	Long Lake Conservation Center
All Funds	2,644.95	Total

Approved by,

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WLB1
7/12/23

2:38PM

Aitkin County

2H



Audit List for Board

AUDITOR'S VOUCHERS ENTRIES

Page 1

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

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

Auditor Warrants 7-14-2023

Explode Dist. Formulas?: N

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

WLB1
7/12/23 2:38PM

Aitkin County



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

3 Road & Bridge

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
308	DEPT			R&B Equipment & Facilities			
13027	Baratto Brother Construction 03-308-000-0000-6610		77,386.53	CONT PAL COLD STOR PMT 1	CONT PAL C STO P	Equipment	N
13027	Baratto Brother Construction		77,386.53	1 Transactions			
308	DEPT Total:		77,386.53	R&B Equipment & Facilities	1 Vendors	1 Transactions	
3	Fund Total:		77,386.53	Road & Bridge		1 Transactions	

Aitkin County



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

Vendor No.	Name Account/Formula	Rpt Accr	Amount	Warrant Description Service Dates	Invoice # Paid On Bhf #	Account/Formula Description On Behalf of Name	1099
932	DEPT			Schools			
	393 ISD 1 Aitkin-Treasurer						
	12-932-000-0000-2047		62,694.00	2022 PRODUCTION TAX	07/15/2023	Taconite Production Tax	N
	393 ISD 1 Aitkin-Treasurer		62,694.00	1 Transactions			
932	DEPT Total:		62,694.00	Schools	1 Vendors	1 Transactions	
12	Fund Total:		62,694.00	Townships/Cities/ARDC/Ambulan		1 Transactions	
	Final Total:		140,080.53	2 Vendors	2 Transactions		

Aitkin County

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



Recap by Fund	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>	
	3	77,386.53	Road & Bridge	
	12	62,694.00	Townships/Cities/ARDC/Ambulan	
All Funds		140,080.53	Total	Approved by,
			
			



Board of County Commissioners Agenda Request



Requested Meeting Date: July 25, 2023

Title of Item: INH Property tax abatement-schedule public hearing

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Mark Jeffers		Department: Administration
Presenter (Name and Title): Mark Jeffers, Economic Development Coordinator		Estimated Time Needed: 10 minutes
Summary of Issue: <p>The Economic Development Committee has received and reviewed an application for tax abatement for INH Properties. INH is proposing to develop two properties on Bunker Hill Drive. INH proposes to develop a 51 unit 55+ senior living project and a 44 unit multi family housing project.</p> <p>The tax abatement request is included in this agenda request. It is a 20 year abatement request.</p> <p>The City of Aitkin has scheduled a public hearing for August 7, 6:15 PM.</p>		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Schedule public hearing to review the tax abatement request. Suggested public hearing date and time: August 8,2023, 9:30am.		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		

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

**APPLICATION FOR TAX ABATEMENT FINANCING
AITKIN COUNTY, MINNESOTA**

APPLICANT

Business Name: INH Properties / Bunker Hills Apt, LLC
Address: 175 7th Ave S, Waite Park, MN 56387
Telephone: (320) 252-2000

Officers: Michael Stoebe, President
James E Illies, Vice President
Ryan Nothnagel, Treasurer

Contact Person: James E. Illies
Title: Vice President

Business Form (Corporation, Partnership, Etc.): Corporation

Start-Up or Expansion: NA
Years in Operation: 42
Sales/Revenues (\$): NA

Brief Description of Business, Principle Products, Etc.:

INH is a full-service commercial real estate firm, specializing in apartment development and management. Founded in 1981, INH serves 7,000 units in MN, and presently operates property in the Cities of Aitkin and Brainerd. INH would form a special purpose LLC entity for the development and ownership of this project. INH would manage the project in perpetuity – through development, lease-up, stabilization, and beyond.

INH Properties / Bunker Hills Apt, LLC is requesting the below for consideration regarding Tax Abatement Financing:

Phase 1 Senior 51 Unit:
20 yrs
\$459,000

Phase 2 General Occupancy 44 Unit:
20 yrs
\$333,000

Has applicant ever filed for Bankruptcy? Yes _____ No X
If Yes, provide details on separate page(s).

Has applicant ever defaulted on any bond or mortgage commitment?
Yes _____ No X If Yes, provide details on separate page(s).

Does Applicant have commitments for conventional financing for the project?
Yes X No _____

Please list three financing references: (Name/Address/Contact Person/Phone)

Bell Bank, Jason Pohlen (320) 759-8416
Bremer Bank, Anthony Loosbrock (320) 762-4738
Americana Bank, Jon Cira (612) 741-8354

Name/Address of applicant's legal counsel and accountant:
Legal: Swenson Lervick, Mike Cass (320) 763-3141
Acct: Bergen KDV, Scott Welle (320) 650-0235

PROPOSED PROJECT

Location: Bunker Hills Drive
PID #(s) for desired building site: 56-1-179300; 56-1-179500
Site Plan Attached: Yes X No _____

Type of Project: Multi-family

Describe Project:

New Development (2 Phases Planned) with new construction Phase 1 being a 51-unit Senior apartment building. Under building parking and additional surface parking would be at a minimum of 1.5 stalls per unit. Amenities include in-unit washer/dryer, community room, fitness center, office, elevator and individually controlled heat/air conditioning in-unit. Phase 2 planning is similar but will be a 44-unit general occupancy apartment building.

JOB CREATION

Current Number of Employees:	0
Current Payroll:	0
Number of Jobs Created:	3 Full Time, 2 Part Time
Number of Construction Jobs Created:	35
Wages, benefits for new jobs:	\$104,000

Number of Jobs Retained:	0
Revised Payroll:	0

PROJECT COSTS

	PHASE 1 (51 Unit Senior)	PHASE 2 (44 Unit G/O)
Land acquisition	\$225,000	\$193,000
Construction Costs	\$9,857,051	\$6,594,885
Soft Costs	\$727,112	\$539,247
Financing/Tax/Insurance	\$317,000	\$253,000
Financing Sources	Equity: 35% \$3,926,662 Loan: 65% \$7,200,000	Equity: 35% \$2,680,132 Loan: 65% \$4,900,000

CONSTRUCTION AND DESIGN

Name/Address of architect, engineer and contractor for project:

Preliminary Site concepts:

Cole Group Architects 216 Park Avenue South, St. Cloud MN 56301 (320) 654-6570

Target Dates:

Phase 1:

Start of Construction: August 1st, 2023

Construction Completed: September 1st, 2024

Phase 2:

Start of Construction: August 1st, 2024

Construction Completed: September 1st, 2025

STATEMENT OF PUBLIC PURPOSE

Describe why the proposed development/redevelopment would not reasonably be expected to occur solely through private investment within the foreseeable future, and therefore the use of Tax Abatement Financing is deemed necessary:

If not but for the utilization of Abatement and other subsidies, the development is not economically feasible and does not cash flow. Investors target 6-7% returns, banks require debt coverage ratios of minimum of 1.20, which is not currently projected given the assumptions. Market rents are based upon housing need studies and advanced for timing to open and have limitations to increase higher based upon market AMI.

PLEASE ATTACH:

1. Site Plan Consistent with Submittal Requirements of the Building and Zoning Department.
2. Audited Financial Statements or Tax Returns from the Past Two Years.
3. Current Financial Statement
4. Business Plan to include Pro Forma Analysis
5. Other Information related to the Project

6. Application Fee
7. Other information as requested by Aitkin County
8. A public hearing is required by State of Minnesota Statutes before TAF can be approved.

4. Business Plan to include Pro Forma Analysis
5. Other Information related to the Project
6. Application Fee
7. Other information as requested by Aitkin County
8. A public hearing is required by State of Minnesota Statutes before TAF can be approved.

The County reserves the right to require additional information and supporting data from the applicant after the filing of this application. Portions of the information provided to Aitkin County may be subject to open meeting laws and therefore may be disclosed to the public. Please review the open meeting laws and disclosures with Aitkin County prior to submission.

The undersigned, (a) (the) James E Illies
of applicant, hereby represents and warrants to the County of Aitkin that (he) (she) has carefully reviewed this application, and that the statements and information contained herein and submitted herewith are accurate and complete to the best of the undersigned's knowledge and belief.

Dated: 4/6/23

Banke Hills, LLC
Applicant

By [Signature]
Its Chief Manager



Board of County Commissioners Agenda Request

3B
Agenda Item #

Requested Meeting Date: July 25, 2023

Title of Item: Economic Development Q2 Impact Report

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Mark Jeffers		Department: Administration
Presenter (Name and Title): Mark Jeffers, Economic Development Coordinator		Estimated Time Needed: 20 minutes
Summary of Issue: Mark Jeffers will present the Q2 Impact Report to Commissioners at the Board meeting.		
Alternatives, Options, Effects on Others/Comments: 		
Recommended Action/Motion: No action needed		
Financial Impact: Is there a cost associated with this request? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No What is the total cost, with tax and shipping? \$ Is this budgeted? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No <i>Please Explain:</i>		



Economic Development

Update

Board of Commissioners

July 25, 2023



Priorities to Invoke Change

**Promote Recreation
and Tourism**

**Improve
Broadband**

**Support
Childcare**

**Support Career
Development**

**Business Retention,
Expansion and
Attraction**

**Support Housing
Initiatives**

Recreation & Tourism

- **Communication and Branding:** Naturally Better campaign is currently in motion. Naturally Better logo and marketing material are complete. The Website is live. This project will now shift to a development plan to continue to improve on our recreation and tourism assets.
 - **River Trails:** Economic Development is collaborating with Ripplesippi Trail committee and running a contest to have the community help name our river trail system.
 - **Northwoods ATV Trail System:** promoting the trail system and vision for Axtell area to be the “Valley Fair of the North”. Currently building out the Mille Lacs Connector.
 - **Arts & Entertainment:** Continued collaboration with community stakeholders that are creating momentum in our community.

- **Business Development & Recreation Grant:** Aitkin County has awarded over \$11,900 in grants to area businesses and events in an effort to help promote recreation assets and business development. Over \$25,000 have been requested.

Long Lake Foundation	Palisade	\$2,000
Palisade Event Committee	Palisade	\$925
Habitat For Humanity	Aitkin	\$1,100
Jaques Art Center	Aitkin	\$1,400
Aitkin Chamber of Commerce	Aitkin	\$1,550
Rialto Theatre	Aitkin	\$1,257
Trails Inn Quadna Mountain	Hill City	\$2,000
The Craft House	McGregor	\$1,745



Broadband

- **McGrath Project:** Construction is underway and the project is on schedule. The grant completion deadline is March 31, 2024.
- **ISP Projects:** SCI continues building in the McGregor area for 2023. Paul Bunyan is completing construction in Ball Bluff Township and building out their RDOF area north of Aitkin.
- **Digital Connection Committee:** Aitkin County is the lead on a team of local community leaders focusing on identifying the specific needs for broadband in our community. This committee work will benefit our unserved and underserved residents. The work has concluded and we have submitted our survey results to the MN Office of Broadband.
- **DEED Border to Border Grants:** SCI was awarded \$794,822 to build out Broadband in Aitkin County. This was the only Border to Border grant awarded in Aitkin County for the current round of funds.



McGrath Project

www.naturallybetterhere.com



Child Care

- **DEED Economic Development Childcare Grant:** Aitkin County was awarded \$100,000 to be used to increase new childcare facilities in Aitkin County
- **2023 Childcare Acceleration Grant:** \$100,000 (DEED Grant) will be awarded to potential new childcare facilities in Aitkin County. Eligible applications can include licensing and training fees, home remodel to meet state requirement standards and equipment and supplies for new childcare providers. We are also developing a scholarship program with Central Lakes College for Aitkin County residents to study early childhood education.
- I am working with a local business and a local municipality to plan a childcare center.
- One childcare provider in the McGregor area has applied for re-zoning in an effort to complete the transition from an at home provider to a childcare center, greatly increasing the amount of child slots available in that area.



Business Retention, Expansion and Attraction

- **Revitalization Grant:** Aitkin County has awarded over \$45,000 in grants to area businesses in an effort to help upgrade their building aesthetics. Over \$121,000 have been requested.

The Terrace	Aitkin	\$2,000
Low Properties	Aitkin	\$5,000
Sam's Custom Meats	Tamarack	\$5,000
Northland Hydraulics Service	Hill City	\$5,000
The Locker Room	Aitkin	\$3,000
Jaques Art Center	Aitkin	\$1,020
Roadside Market	Hill City	\$5,000
My Crafts & Things	Aitkin	\$1,151
Smokey Jake's BBQ	Aitkin	\$1,006
Growth Innovations	Aitkin	\$1,521
Village Pump Saloon	Tamarack	\$4,600
Sunny's	Hill City	\$5,000
Ginger Marie's	Aitkin	\$2,000
Palisade One Stop	Palisade	\$3,000
Hello Gorgeous	Aitkin	\$712

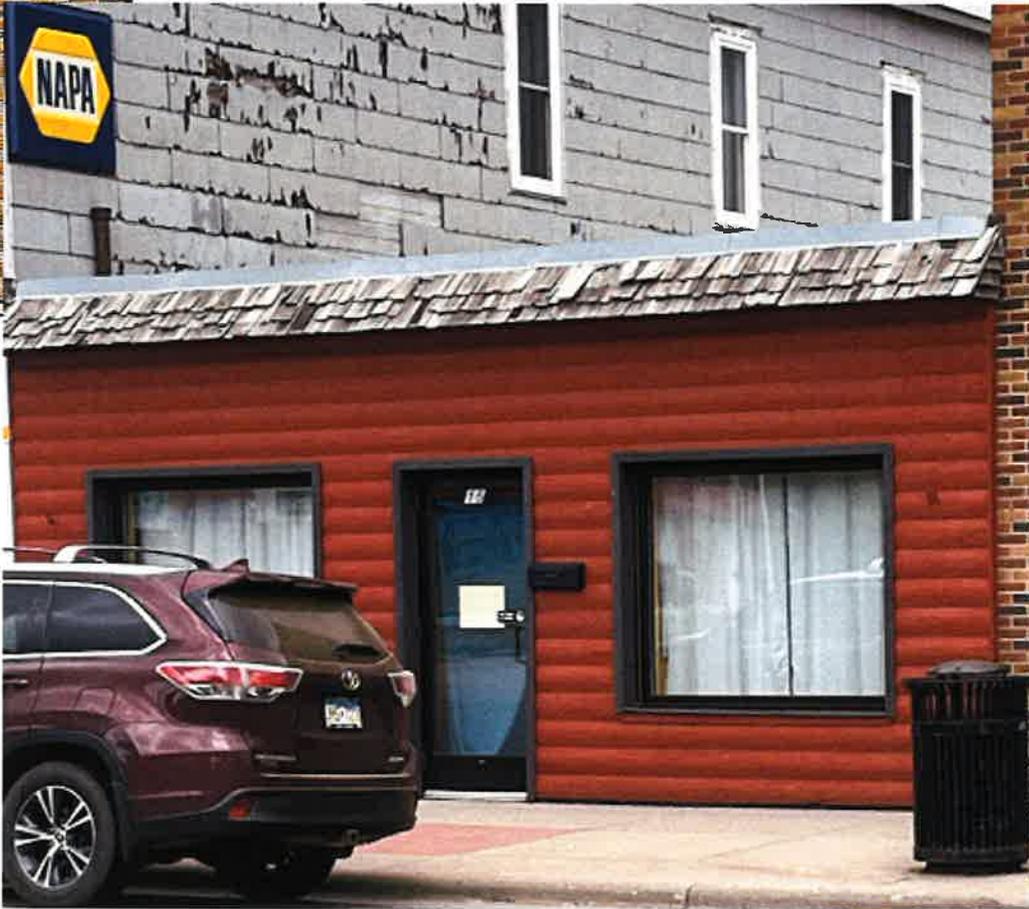
Revitalization Grant Execution: Lowe Properties



Revitalization Grant Execution: Smokey Jake's

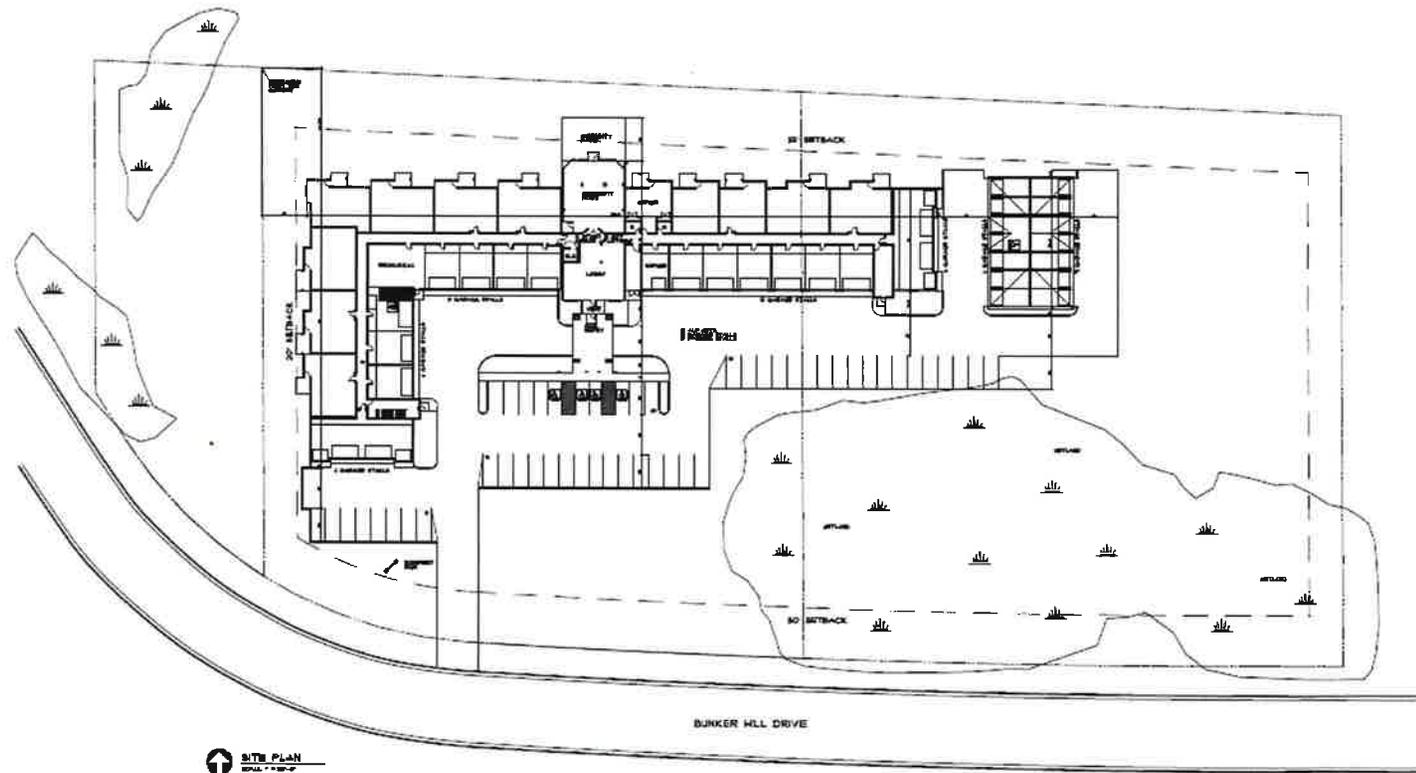


Revitalization Grant Execution: My Crafts & Things



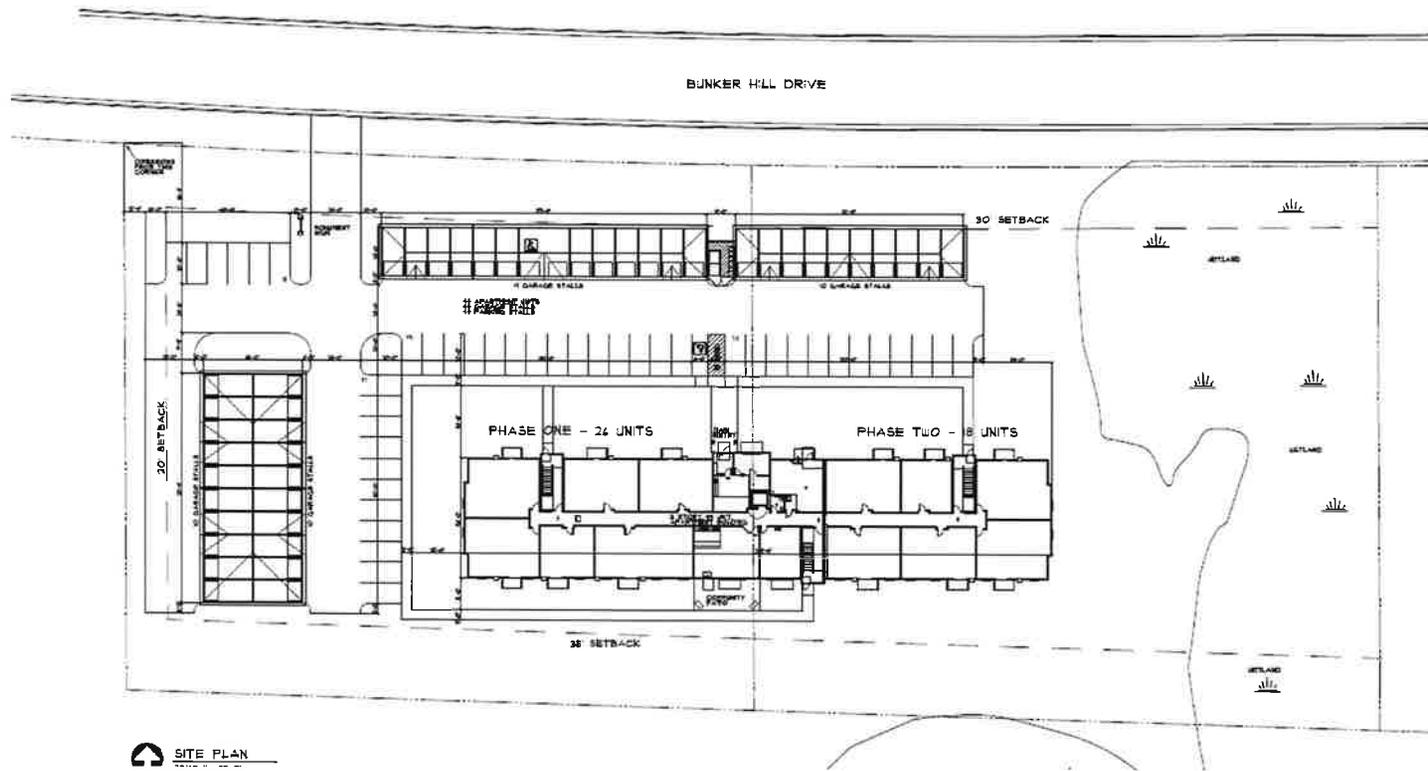
Support Housing Initiatives

- **Housing:** Aitkin County is currently working to approve a tax abatement application for INH Development. INH plans to build a 51 unit 55+ complex and a 44 unit multi-family market rate housing complex, both on Bunker Hill Drive in the City of Aitkin.



Support Housing Initiatives

- **Housing:** Aitkin County is currently working to approve a tax abatement application for INH Development. INH plans to build a 51 unit 55+ complex and a 44 unit multi-family market rate housing complex, both on Bunker Hill Drive in the City of Aitkin.



Strategic Plan Tracking

Completed
Not on Track
Caution on timing
On track or Completed

Priority	Project	Action	Start Date	Completion Date	Status
Promote Recreation and Tourism	Aitkin County Branding Project		June, 2022	June, 2023	Completed
	Pipplesippi naming of trails		March, 2023	May, 2023	Completed
	Boost Grant		2022	2023	Completed
	Business Development & Recreation Grant	Annual County Grant		ongoing	Completed
Improve Broadband	McGrath Project	CDBG Grant, 5 Million to build internet availability	Aug, 2021	March, 2024	Completed
	Border to Border Projects	continued support of ISP projects in Aitkin County	June, 2021	ongoing	Completed
	Blandin Accelerate Cohort	County led committee on broadband knowledge	June, 2021	December, 2021	Completed
	Digital Inclusion Committee	County led committee on inclusion of rural residences	April, 2023	August, 2023	Completed
Support Childcare	Childcare facilities grant program	2022 Aitkin County Grant	April, 2022	Dec, 2022	Completed
	Childcare summit		June, 2022	June, 2022	Completed
	DEED Childcare grant		Dec, 2022	Dec, 2023	Caution on timing
	Childcare Acceleration Grant		Dec, 2022	Dec, 2023	Completed
Support Career Development	Aitkin HS FAB LAB	Collaboration with School District to improve program		ongoing	Caution on timing
	Collaboration with JET			Feb, 2023	Completed
Business Retention, Expansion and Attraction	Business Revitalization Grant	Aitkin County Grant	Jan, 2023	Dec, 2023	Completed
	Community Grant Program	Aitkin County Grant	Jan, 2022	Dec, 2022	Completed
Support Housing Initiatives	Housing Strategy Sessions			ongoing	Not on Track
	INH Development Tax Abatement				Caution on timing
	Statewide local Housing Aid	\$97,000 available for Housing Trust Fund type events			Caution on timing



Board of County Commissioners Agenda Request



Requested Meeting Date: July 25, 2023

Title of Item: AIS Agreement with Aitkin SWCD

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

Submitted by: Kathleen Ryan	Department: Auditor Office
---------------------------------------	--------------------------------------

Presenter (Name and Title): Kathleen Ryan, CFO	Estimated Time Needed: 10 Minutes
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Summary of Issue:

Aitkin County has had an agreement with Aitkin Co. Soil and Water to pay all AIS funds received to Soil and Water. It was discovered that the Sheriff's Department historically has had an agreement with SWCD for a portion of those funds for support purposes.

The agreement attached is to formalize the agreement between Aitkin County and Aitkin County Soil and Water and to clarify how much and how the funds will be issued to the Aitkin County Sheriff's Department.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve the agreement to be renewed every two years.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$ appx \$271,000 yearly

Is this budgeted? Yes No *Please Explain:*

Aitkin Co. issues out all funds received for AIS to SWCD.

**CONTRACT AGREEMENT FOR
AITKIN COUNTY AQUATIC INVASIVE SPECIES PREVENTION PLAN
SERVICES
BY AND BETWEEN
AITKIN COUNTY, MINNESOTA
AND
AITKIN COUNTY SOIL AND WATER CONSERVATION DISTRICT**

I
IDENTITY OF PARTIES

The parties to this contract shall be Aitkin County, located within Aitkin County, Minnesota and hereinafter referred to as “County” and Aitkin County Soil and Water Conservation District, a subdivision of the government of the State of Minnesota with office location in Aitkin, Minnesota, hereinafter referred to as “SWCD.”

II
DURATION

The County agrees to contract with the SWCD for services described in Section III below for the period commencing January 1, 2023, and continuing through December 31 2024.

An extension to this contract may be established if funding for AIS is continued to be received by the County. This extension will be mutually approved by the County and SWCD and is dependent on continued annual AIS fund allocations from the State of Minnesota to Aitkin County, and acceptable completion of duties by the SWCD, as outlined in Section III.

III
DUTIES AND RESPONSIBILITIES

This agreement provides for technical and administrative assistance to the County, provided by the SWCD, in coordinating, developing, and executing actions described in the Aitkin County Aquatic Invasive Species Prevention Plan.

IV
RECOMPENSE

Funds provided by the State of Minnesota to the County are available for payment to the SWCD for staffing and project costs incurred in the execution of the AIS Invasive Species Prevention Plan. Annual payments to the SWCD to cover SWCD staff time commitments to this project shall not exceed the AIS funds received by the County annually minus \$40,000 allocated to the Aitkin County Sheriff’s Department annually in (\$20,000 in July and \$20,000 in December), unless approved by the Aitkin County Board of Commissioners. Payments will be made when funds are received by the County to SWCD.

WORK PLANNING AND ACCOMPLISHMENT TRACKING

SWCD staff responsible for coordinating and/or completing work under this agreement will meet with the AIS Advisory Committee at regularly scheduled meetings to discuss work planning, next steps, and accomplishments to date. Much of the field work and public outreach called for within the Aitkin County AIS Work Plan will occur during the late spring, summer, and early fall seasons.

VI

GENERAL TERMS

1. Services specified in Section III of this contract may be sub-contracted to a third party by SWCD only with written approval from the AIS Advisory Committee.
2. This contract may be modified only if proposed modifications are mutually agreed by the County and SWCD.
3. This contract is subject to termination by either party providing the other party is given sixty (60) days notification of intent to terminate.
4. SWCD and the County will ensure compliance with the provisions of any Federal or State Audit Requirements.
5. SWCD and the County will ensure compliance with the provisions of any Federal, State, or local environmental regulations.

IN WITNESS, WHEREOF, the County has caused this contract to be duly executed on its behalf and the SWCD has caused the same to be duly executed on its behalf.

Aitkin County, Minnesota

Aitkin County Soil and Water Conservation District

Board Chair

Wayne Anderson
Board Chair

Dated: _____

Dated: 7/18/2023



Board of County Commissioners Agenda Request



Requested Meeting Date: July 25, 2023

Title of Item: Update on Community Corrections DOC Updates - Discussion Only

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<input type="checkbox"/> Direction Requested
<input type="checkbox"/> CONSENT AGENDA		<input checked="" type="checkbox"/> Discussion Item
<input type="checkbox"/> INFORMATION ONLY		<input type="checkbox"/> Hold Public Hearing* <i>*provide copy of hearing notice that was published</i>

Submitted by: Kami Genz	Department: Community Corrections
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Presenter (Name and Title): Kami Genz, Director Community Corrections	Estimated Time Needed: 20
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Summary of Issue:

New funding formula for MN community corrections agencies beginning July 1, 2023.
 New requirements/mandates associated with the new funding.
 General updates.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

None at this time. For informational purposes 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:*

change/increase of revenue for community corrections



2023 PUBLIC SAFETY OMNIBUS:

An Overview of Changes Related to Community Supervision

Changes to Comprehensive Plan Requirements

Each county that receives funding under Chapter 401 is now required to create a comprehensive plan every four years with an update every two years.

The comprehensive plan must include:

- A budget for planned correctional services and programming.
- Details of how the county will address community needs and meet supervision standards, including strategic planning that ties services and correctional programming to successful community supervision outcomes. This may include reducing assessed risk of recidivism and addressing an individual's assessed level of risk for recidivism and addressing an individual's needs that lead to positive adjustment and prosocial behavior.
- Details about types of correctional services for which fees were imposed, the aggregate amount of fees imposed, and the amount of fees collected.

Elimination of Supervision Fees in 2027

May waive fees now *must* waive fees under circumstances outlined in the statute for reasons such as inability to pay or having a low likelihood of payment.

Data Collection

New data collection standards will require a method to standardize data classifications and significant increased reporting requirements may require increased IT capability and upgrades to software.

If you have any questions, please contact:
Carli Stark, MACCAC Director
651-789-4335 | cstark@mncounties.org

Community Supervision Advisory Committee

Assigned with developing an implementation plan for the following new requirements:

- Establishing a proposed state-level Community Supervision Advisory Board with a governance structure and duties for the board.
- Develop statewide supervision standards.
- Agreement on a statewide risk screen of five-level risk assessment matrix.
- Requiring use of assessment-driven, formalized case-plan.
- Limiting/standardizing supervision conditions statewide.
- Providing gender-responsive, culturally appropriate services and trauma-informed approaches.
- Developing a statewide incentives and sanctions grid.
- Developing performance indicators for supervision success and recidivism.
- Developing a statewide training, coaching, and quality assurance system overseen by an evidence-based practices coordinator.
- Developing methods to evaluate outcomes for services provided by grant recipients.
- Devising a plan to eliminate the financial penalty incurred by a jurisdiction that successfully discharges an individual from supervision before the supervision term concludes.

Other Sections

- Sentencing guidelines probation cap retroactivity.
- Prosecutor initiated sentencing (downward only).
- Expungement notification.
- Notification for felon voting rights.
- Supervision abatement through the Minnesota Rehabilitation and Reinvestment Act – tracking and complying with the act.
- New formula funding allocations infuse additional funding to address the above requirements/changes.



Board of County Commissioners Agenda Request



Requested Meeting Date: July 25, 2023

Title of Item: Approve Household Hazardous Waste Regional Joint Powers Agreement (JPA)

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Andrew Carlstrom	Department: Environmental Services
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Presenter (Name and Title): Andrew Carlstrom, Environmental Services Director	Estimated Time Needed: 5 Minutes
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Summary of Issue:

In accordance with Minnesota Statute 471.59 and Minnesota Statute Chapter 400 and 458D, the Minnesota Pollution Control Agency (MPCA) is required to establish a statewide program to manage household hazardous waste (HHW). Western Lakes Superior Sanitary District (WLSSD) in Duluth, MN has partnered with the MPCA to provide a program for the collection and processing of HHW within Aitkin County. WLSSD has served and partnered with Aitkin County annually for many years by offering HHW Waste Collection days for Aitkin County residents. This agreement will be valid for 5 years retroactive January 1, 2023.

Respectfully request a motion to approve the Household Hazardous Waste Regional Joint Powers Agreement (JPA) with Western Lakes Superior Sanitary District.

Alternatives, Options, Effects on Others/Comments:

Motion to deny the proposed Household Hazardous Waste Regional Joint Powers Agreement (JPA)

Recommended Action/Motion:

Motion to approve the proposed Household Hazardous Waste Regional Joint Powers Agreement (JPA) and request Board Chair signature on agreement.

Financial Impact:

Is there a cost associated with this request? Yes No

What is the total cost, with tax and shipping? \$ 8,000 annually

Is this budgeted? Yes No *Please Explain:*

**WESTERN LAKE SUPERIOR SANITARY DISTRICT
JOINT POWERS AGREEMENT
FOR THE OPERATION OF A HOUSEHOLD HAZARDOUS WASTE PROGRAM**

This Joint Powers Agreement (the “Agreement”) is between **Western Lake Superior Sanitary District**, which has offices at 2626 Courtland Street, Duluth, MN 55806 (hereinafter the “District”), and Aitkin County, which has offices at 307209 2nd Street NW Room 219400 Aitkin, MN 56431, (hereinafter the “County”).

Recitals

WHEREAS, this Agreement is made under the District’s and County’s authority in Minn. Stat. § 471.59 and Minn. Stat. Ch. 400 and 458D.

WHEREAS, the Minnesota Pollution Control Agency (“MPCA”) is required by Minn. Stat. § 115A.96 to establish a statewide program to manage household hazardous wastes (“HHW”). Minn. Stat. § 115A.96, Subd. 3, provides that the statewide HHW program may be provided directly by the State or by contract with public or private entities.

WHEREAS, the District has partnered with the MPCA to provide a HHW program that furthers the goals of protecting the environment and the public health as articulated in the Waste Management Act and the State’s, District’s and County’s Solid Waste Plans. A new Joint Powers Agreement between the MPCA and the District implementing a HHW Program is effective January 1, 2023 and expires December 31, 2027 (the “State Agreement”). The State Agreement refers to the District as a “Regional Sponsor” and the County as a “Participating County”. The District and County will comply with the terms of this Agreement and all applicable Federal, State and local rules, regulations, ordinances and permit conditions and provide environmentally sound and safe management options for Program Wastes and encourage, to the extent feasible, reduction, reuse, recycling and safe storage and management of Program Wastes.

WHEREAS, the parties wish to allocate the risks and responsibilities resulting from operation of the HHW program, and to incorporate the provisions of Minn. Stat. § 115A.96, Subd. 7, into this Agreement.

WHEREAS, the State has created a PaintCare Architectural Paint Product Stewardship program which provides for reimbursement for certain Authorized Activities.

NOW, THEREFORE, The parties, for valuable consideration received, make the following Agreement:

1 Definitions

Terms as used in this Agreement shall have the following meanings:

- 1.1 Authorized Facility or Authorized Facilities.** A facility or facilities authorized by the State to store, blend, treat, reclaim, recycle, incinerate or dispose of Program Waste in accordance with State Contracts.

- 1.2 Authorized Activities.** The list of activities contained in Exhibit A that may be performed by the District and County for compensation in accordance with this Agreement and the Agreement between MN Counties and PaintCare.
- 1.3 Authorized Program (AP).** The District, which has a contract with the State to operate a Program.
- 1.4 Architectural Paint.** Interior and exterior coatings listed in the MPCA-approved PaintCare Architectural Paint Product Stewardship program plan.
- 1.5 Base Funding.** Annual funding provided to the HHW programs by the State.
- 1.6 Bulking.** The activity of opening individual cans of any like products, including Architectural Paint, and combining them into 55-gallon drums.
- 1.7 Collected/Collection.** The activity of accepting products from the public at a household hazardous waste Collection Site or Event, and then packing those products for transportation.
- 1.8 Collection Site.** A permanent or temporary designated location with scheduled hours for collection where the public may bring household hazardous wastes, including architectural paint.
- 1.9 Electronic Waste.** Devices containing complex circuitry, circuit boards and/or signal processing capabilities for processing and/or displaying information. Electronic waste may include, but is not limited to, computers and computer peripherals and laboratory, communications, audio, video and office equipment.
- 1.10 Event.** A temporary Collection Site that accepts either or both Program Products or Program Wastes for a limited period of time.
- 1.11 Hazardous Waste.** Has the definition as provided in Minn. Stat. § 116.06, Subd. 11.
- 1.12 Household.** Has the definition as provided in Minn. Stat. § 115A.96, Subd. 1, paragraph (a).
- 1.13 Household Hazardous Waste (HHW).** Has the definition as provided in Minn. Stat. § 115A.96, Subd. 1 paragraph (b).
- 1.14 ID Number.** The site-specific identification number that the State obtains for the Program.
- 1.15 Management Facility.** A permanent, temporary, mobile, or event collection site that accepts Program Wastes for proper collection, management and storage.

- 1.16 Optional Program Wastes.** Wastes listed in Clause 6.3 of this Agreement.
- 1.17 Participating County (PC).** A county or other governmental unit that has signed an agreement with a Regional Sponsor to participate in a Regional Program. The County located partially or completely within the Service Area or Authorized Participant's program that has signed an agreement for participation in the Program.
- 1.18 Processing.** The bulking, treatment, recycling and/or disposal of Program Products.
- 1.19 Product Stewardship.** A product-centered approach to environmental protection that calls on all entities in the product life cycle (manufacturers, retailers, users, and disposers) to share responsibility for reducing the environmental impacts of products.
- 1.20 Program.** The Program operated by the District and the County to implement Minn. Stat. § 115A.96, pursuant to this Agreement, which shall include the following major elements: (1) a HHW education and waste reduction program; and (2) a Management Facility or Facilities.
- 1.21 Program Products.** The products collected under the MPCA-approved PaintCare Architectural Paint Product Stewardship program plan.
- 1.22 Program Wastes.** HHW plus Optional Program Wastes listed in Clause 6.3 of this Agreement.
- 1.23 Reciprocal Use Agreements.** Agreements entered into by the Regional Program with counties outside the Regional Program Service Area allowing use of a Management Facility for collection and management of Program Waste generated outside the Service Area.
- 1.24 Regional Sponsor.** The lead county or governmental unit of a Regional Program that has an Agreement with the State to operate a HHW Program.
- 1.25 Reuse.** The activity of providing or donating collected program products and other household hazardous waste materials deemed safe for use to the public for its original purpose.
- 1.26 Service Area.** The area included within the boundaries of the Regional Program, which includes all Participating Counties.
- 1.27 State.** The State of Minnesota acting through the Minnesota Pollution Control Agency.
- 1.28 State Contract.** Contracts entered into by the State of Minnesota and that are made available for the off-site management of HHW generated by District HHW Programs under the State's Cooperative Purchasing Venture established pursuant to Minn. Stat. §16C.03, subdivision 10. Entities eligible to participate under the cooperative purchasing venture are described in Minn. Stat. §16C.105.

- 1.29 State Contracts.** Contracts entered into by the State and that are made available for the management of Program Wastes in accordance with the State’s Cooperative Purchasing Venture established pursuant to Minn. Stat. 16C.03, Subd.10. These include: H-69(5) Hazardous Waste Management; H-79(5) Fluorescent Lamp, Lamp Ballast and Mercury Containing Materials and Residuals Transportation and Management; H-90(5) Used Electronic and Electronic Component Recycling and Management; Waste Disposal; W-192(5) Infectious (Biomedical); and H-94(5) Used Oil, Filter, Absorbent and Antifreeze Management.
- 1.30 State Contractor Services.** Waste management services performed in accordance with a State Contract listed in Clause 1.29 for HHW Programs. Waste management services include supplying materials, receiving and sorting Program Wastes, packaging, repackaging, consulting, training, sampling, analysis, treatment, transportation, storage, recycling, processing and disposal.
- 1.31 State Hazardous Waste Rules.** The Minnesota Pollution Control Agency Rules, Chapters 7045 and 7001.
- 1.32 State’s Authorized Representative (SAR).** The State's Authorized Representative is Jennifer Volkman, HHW Program Coordinator, MPCA, 520 Lafayette Road, St. Paul, MN 55155, jennifer.volkman@state.mn.us, 651-757-2801, or the coordinator’s successor.
- 1.33 State’s Authorized Transporter.** A transporter authorized to provide transportation or waste management services pursuant to a State Contract for transportation or management of Program Wastes as referred to in Minn. Stat. § 115A.96, Subd. 7.
- 1.34 Supplemental Funding.** Funding from the State in addition to the Base Funding.
- 1.35 Universal Waste.** Universal Waste has the meaning given at Code of Federal Regulations, title 40, section 273.9. Minnesota adopted the Federal Universal Waste Regulations in accordance with MN Rules, Chapter 7045.1400.
- 1.36 VSQG or Very Small Quantity Generator.** A Hazardous Waste generator which is classified as a VSQG in accordance with Minn. Rules pt. 7045.02092, Subp. 6.
- 1.37 VSQG Collection Program. (VSQG Program)** A program operated in accordance with Minn. R. 7045.0320, to collect hazardous waste from VSQGs.

2 Term of Agreement

- 2.1 Effective date: As of January 1, 2023.**

2.2 Expiration date: December 31, 2027, unless earlier terminated by law or in accordance with Clause 22 or 23 of this Agreement. It is the intent of the parties that termination or expiration of this Agreement shall not relieve the parties of the obligations assumed under this Agreement that occur after termination or expiration, including without limitation, the obligations to properly close the Management Facility or Facilities, to pay costs incurred during the term of this Agreement and to defend, indemnify and hold harmless pursuant to Clause 19 of this Agreement.

3 Payment, Reporting and Funding

3.1 Reporting for HHW Program Operations and Authorized Activities.

a. **Annual Reporting.** The District will forward access information for the Agency's HHW and VSQG Report Database (Database) to the County and instruct the County on how to enter calendar year participation, financial, and waste stream data for its HHW and VSQG Programs. The District will verify that the Program data entered for or by the County is complete and that the participation totals are accurate. Annual data entry shall be completed by the County no later than March 1 of each year. Upon completion of data entry, the District shall notify the State's Authorized Representative (SAR) that data entry is complete by providing a signed certification form provided by the SAR. The SAR may review the Program data and may require the District to make corrections to the data if errors are found.

Participation will be determined by the District based on the Program data using the following:

- Qualified participating households are only those participants delivering residential Household Hazardous Waste generated within Minnesota to the County such that they may be counted as households as provided in this section.
- One participant will be credited for the waste from one household. If more than one household is included in a delivery to a facility or collection, the actual number of households may be counted as qualified participating households, provided proper documentation is kept.
- Each of the multiple deliveries from the same participant within a calendar year may be counted.
- Participants that deliver only the following waste streams will not meet the criteria of Qualified Participating Households: batteries, mercury containing devices, batteries, antifreeze, Polychlorinated Biphenyls (PCBs) ballasts, fluorescent lamps, used motor oil and filters, compressed gas cylinders, pharmaceuticals, sharps, ammunition, fireworks, waste electronics and mercury containing devices.
- Participants that only remove items from product exchange shelves will not be counted as qualified participating households.
- Waste that is abandoned at a facility or collection may be counted as one participant if properly documented. No more than 3% of total participation may be accounted for in this manner.

- Participants from HHW collection efforts related to natural disasters will be evaluated by the State for qualification on a case-by-case basis.
- Very Small Quantity Generators will not be counted.

Program Data submitted by the County as of March 15 will be considered final. If the County does not enter its calendar year Program data on or before March 15, the County may not be eligible for the Stipend Amounts for that fiscal year. The District will review and confirm the participation numbers received from each County and pay the Stipend Amount to the County made available by the State utilizing the stipend distribution formulas listed in Clause 3.4.

The State or the District may compile and prepare reports including the information received from the District and the County, which will be available to the public in accordance with Clause 15 of this Agreement. The District will provide the County's Authorized Representative with a copy of any reports it prepares or receives from the State, prepared for the legislature or other entities that includes data submitted by the County. The District shall compile and prepare reports summarizing information received on the Regional Program, subject to the limitations of the District's database, available staff time and the quality of report data received from PC Counties, and provide a copy to the County's Authorized Representative.

- b. **Reporting for Completion of Authorized Activities.** The County will provide such reporting as is required by the District on Product Stewardship or other Authorized Activities. The reporting will be in the format and containing the necessary information as requested by the District to complete the State funding requests.

3.2 Fees Paid By County. The County will pay to the District the following fees for Household Hazardous Waste Management assistance received from the District based upon the annual program operations of each county and the fee amounts set forth in Exhibit E.

- a. Annual Administrative Fee. Each County will pay an annual fee for the administrative services set forth in this agreement. The annual administrative fee includes services provided by the District including data tracking, contract management, contract development, reporting, financial management, creation of public information, and information acquisition.
- b. Clean Shop (VSQG) Collection Event Fee. The County may request very small quantity generator (VSQG) collection events each year to be operated and scheduled in accordance with this Agreement in exchange for payment of the applicable fee. Fees will be refunded within 30 days if the event is cancelled by written notice at least 14 days before the scheduled date of the event. Each party will provide the services identified on Exhibit E.
- c. HHW Collection Event Fee. The County may request a HHW Collection Event(s) each year by March 15 annually to be operated and scheduled in accordance with this

Agreement in exchange for payment of the applicable fee for each event. Fees will be refunded within 30 days if the event is cancelled by written notice at least 14 days before the scheduled date of the event. Each party will provide the services identified on Exhibit D.

- d. Facility Clean-out Services Fee. This is an annual fee for County HHW Programs that operate a seasonal Management Facility and require collection and management services. The services provided include management and collection of Program Waste, technical assistance, acceptance of household waste at District Management Facilities.
- e. Technical Support Services Fee. This is an annual fee for a County that manages all of its own HHW services. The services provided include management of unidentified wastes, on-site assistance, acceptance of household waste at District Management Facilities, and disposal assistance.
- f. Staffing Fee. The County may request staffing services on an hourly rate as listed in Exhibit E. These hourly fees will also be charged if County Program Waste must be repackaged or reprocessed by District.
- g. Mileage Fee. The current Internal Revenue Service (IRS) approved rate will be charged for all mileage for services not otherwise included in other services listed in Clause 3.2.
- h. Disposal Costs. The District will bill the County for the County's pro-rata share of the costs of disposal of all Program Waste disposed of at the Regional Facility that is billed to the District by the Contractor. The costs of disposal of Product Stewardship activities will not be billed to the County. The District will submit reimbursable Product Stewardship activity costs to the State and retain any amounts received.
- i. Unspecified Expenses. All expenses incurred by the County in operating the Participating County Program as required under this contract, excluding those for which the District will provide payment pursuant hereto, shall be paid by the County.

Residents from within the County portion of the Service Area may deliver Household Hazardous Waste to the Regional Sponsor's Facility, and such waste will be accepted by the District as an additional service covered by the fees set forth above. This delivery of waste will be counted as a participant in the program of the District, and will not be included for purposes of calculating the County annual participation.

3.3 Assumption. For purposes of this Agreement, calculations in this Agreement will be based on the latest County Household data provided by the MN State Demographer and annual participation numbers.

3.4 Payment of Base and Supplemental Stipends. Under the District funding agreement with the State, the District may receive base funding and supplemental funding stipends

from the State. In order to receive a portion of the base and supplemental stipends, the County must operate its programs in accordance with the terms of the District-County Contract.

a. **Stipend Distribution.**

- i. **Base Stipend.** The first portion of the base stipend will be distributed with each County and the District receiving an equal share of up to \$1,500 (“Equal Stipend”). Any remaining Base Stipend will be disbursed based on the following formula:

$$\text{Annual stipend} = (\text{State Base Stipend} - \text{Total Equal Stipend to all Participating Counties and the District}) \div [\text{households in region}] \times [\text{households in Participating County Service Area}].$$

- ii. **Supplemental Participating County Program Operation and Waste Management Stipend.** Supplemental Stipends received from the State by the District for program operation and waste management (“O&M Stipend”) will be distributed based on the following formula:

$$\text{Annual stipend} = (\text{State Participation Stipend} \div \text{total regional participation}) \times \text{annual HHW participants in Participating County Service Area}.$$

- iii. **County Household data provided by State Demographer - Exhibit E.**

- b. **Available Funding.** Program funding from the District is contingent upon available State funding for Participating County Program activities. The District shall have no obligation to provide funds to the County unless it has received such funds from the State. No minimum payment is guaranteed by the District.
- c. **Payment of Stipends.** The District shall distribute stipends to the County in accordance with this Agreement within 45 days after the District has received funds from the State.

3.5 Reimbursement of Product Stewardship Activities.

- a. **County Reporting and Invoicing.** To receive payment for Product Stewardship Authorized Activities, the County shall provide the District an invoice for the appropriate coverage period, itemizing the Product Stewardship Authorized Activities, and the amount of payment being requested in accordance with Exhibit A. Each invoice shall contain appropriate documentation justifying the payment request. The documentation may include shipping documents that show what was completed for the appropriate Product Stewardship Authorized Activity, summarized waste reports, and itemized expenses that are eligible for reimbursement.

- b. **Schedule.** The reporting and invoice information for Authorized Activities shall be submitted to the District following the Regional Sponsor schedule provided in Exhibit B.
- c. **Process for Reimbursement.** The District shall prepare a summary invoice representing the total reimbursement to the Authorized Program for completing Authorized Activities. The District shall deliver the summary invoice to the product stewardship representative for review and payment in accordance with the schedule in Exhibit B of the Product Stewardship Agreement. All invoice discrepancies or questions for specific county invoices shall be resolved between the product stewardship representative and the District. The Product Stewardship entity shall forward, to the District, payment for work performed for the final-approved invoice in accordance with the Schedule in Exhibit B of the Product Stewardship Agreement. The payment amount for Authorized Activities received by the District will constitute the final payment for Authorized Activities for the time period covered by the payment. The District is responsible for distributing payments to Participating Counties in the Regional Program within 45 days of receipt of payment.

3.6 County Payment. The County shall remit payment to the District within thirty (30) days after receiving any bill from the District. The County shall send payment to District's billing address as follows:

Western Lake Superior Sanitary District
2626 Courtland Street
Duluth, MN 55806-1894

3.7 Contractor Services Payment. State Contractor Services are waste management services which are performed for the County by a contractor made available by the State through its contracts with waste management firms. The County may receive State Contractor Services directly through the state contract without using the District. The County shall promptly pay the contractor for authorized services that are directly billed by the contractor to the County.

3.8 Billing by District. By April 1 of each year, the District will bill the County for the Annual Service Fee and any scheduled Clean Shop Events. All other mobile events and services will be billed to the County after the services have been rendered.

4 Education and Waste Reduction Program

The County shall operate an education and waste reduction program in coordination with the State and in accordance with Minn. Stat. § 115A.96, Subd. 6 (a). The purpose of the program is to assist and inform the public concerning the proper management, identification and reduction of Program Wastes. The County may work with a Product Stewardship entity to develop, share or use materials with that entity. The County shall not utilize the name of the Product Stewardship

entity, their mark, or their logo without first obtaining written consent from the Product Stewardship entity. The District shall make education and waste reduction materials available to the County.

5 Program Operations and Training

5.1 Training. The State and the District have jointly developed a training program that may be accessed by County staff. This training program may contain information from Product Stewardship entities or other entities that partner with the District in managing Program Wastes or Program Products.

5.2 Standard Operating Procedures. The State has worked with the District to develop and make available generic standard operating procedures. The District has developed Program specific standard operating procedures based on the generic standards available on the MPCA's website. The Program specific standards are not less restrictive than the generic standards.

6 Waste Acceptance and Management

6.1 The County shall provide for the operation of Management Facilities in accordance with this Agreement and all applicable rules, regulations, standards, and permit requirements. If a Management Facility is privately owned or operated, the County shall require the private owner or operator to meet the conditions and requirements set forth in this Agreement.

6.2 The County shall collect, store or otherwise manage HHW and may collect, store or otherwise manage Program Wastes listed in Clause 6.3 below upon obtaining all applicable governmental approvals. The County may manage any waste listed in Clause 6.3 below and commingle said wastes with HHW and manage said wastes under the ID Number acquired by the State. The State shall complete the "Notification of Regulated Waste Activity" form and acquire the ID Number solely in the name of the State for each Management Facility that requires an ID Number. The ID Number shall be used for transportation and disposal of all Program Wastes collected at a Management Facility. The County may also choose to obtain or retain its own ID Numbers for its Management Facilities if the wastes are managed in accordance with this Agreement and all applicable rules, regulations, permits and policies.

6.3 Optional Program Wastes which may be accepted and commingled with HHW and which may be shipped under the State's ID Number include:

- (a) HHW generated outside the service area and which is accepted in accordance with Minn. Rules pt. 7045.0310, Subp 6;
- (b) Hazardous wastes generated by a VSQG;
- (c) Abandoned wastes that the District agrees to manage;

- (d) Federal Universal Waste, defined in the Code of Federal Regulations, title 40, section 273.9, and in MN Rules 7045.1400 including: fluorescent or high-intensity discharge lamps, mercury-containing devices, pesticides, and batteries, and any additional waste streams added to the Federal Universal Waste list that are adopted by the State during the term of this Agreement;
- (e) Product Stewardship Architectural Paint identified in Exhibit C, or Program Products;
- (f) Electronic Waste; and
- (g) Latex wastes, used oil and used oil filters, antifreeze, sharps and any other wastes managed under the contracts listed in Clauses 1.28 through 1.30.

However, if Architectural Paint and Program Wastes are comingled inside shipping containers, they are not eligible for reimbursement and distribution under Clause 3.5.

- 6.4** At the expiration of this Agreement, or at the time of cancellation of this Agreement by either party, the County and its contractor shall cease to use the ID Number acquired by the State. If Hazardous Waste will no longer be manifested from the Management Facility, the State will cancel the ID Number. If the County plans to continue to manifest Hazardous Waste from a Management Facility, the County shall, within 7 days of cancellation or non-renewal, submit a “Subsequent Notification” form to the entity authorized to assign ID Numbers. The County shall provide, to the District’s Authorized Representative, documentation confirming that the number has been reassigned within 30 days of expiration or cancellation of this Agreement.
- 6.5** Nothing in this Agreement is intended to preclude the collection, management or storage of waste which is not Program Wastes at the Management Facility, provided that the County neither commingles the waste with Program Wastes nor uses the State’s ID Number when shipping said waste.
- 6.6** Specific allocation of duties can be found in Exhibit D.

7 Manifest Signature

In the event that the County has direct pick up of Program Waste by the State’s Authorized Transporter, the County shall provide written documentation to the State demonstrating that its staff and its contractor’s staff have been certified by their employer to sign manifests in accordance with DOT regulations 49 CFR 172.704. The County shall also provide documentation to the State demonstrating that its staff and its contractor’s staff have been trained and certified to sign manifests in accordance with applicable Hazardous Waste regulations. Documentation for the Contractor’s staff shall be in the form of a letter from the employer to the State’s Authorized Representative that confirms that staff are certified and trained and shall be signed by the County’s Authorized Representative. Documentation shall be maintained in accordance with Clause 20 of this Agreement. County and contractor staff shall not sign manifests prior to submitting documentation to the State. Waste shipped on a manifest signed by County or contractor staff for which documentation has not been submitted prior to signature shall not be covered by the indemnification provided in Clause 19.2 of this Agreement.

The County shall submit signed manifest copies to regulatory agencies in accordance with applicable manifesting regulations and shall retain copies of manifests as specified in Clause 20 of this Agreement. The County shall notify the State's Authorized Representative if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules Parts 7045.0351 through 7045.0397. If a Management Facility is privately operated, the County shall include a provision in its contract with the private operator that requires the operator to notify the State's Authorized Representative if manifest copies are not received from the transporter or receiving facility in accordance with Minn. Rules, Parts 7045.0351 through 7045.0397.

8 Approval to Store Waste More than 90 Days or Receive Waste from another Management Facility

In accordance with Minn. Rules, pt. 7045.0310, Subp. 6, the County may request, in writing, approval to store Program Wastes for more than 90 days or to accept Program Wastes from other Management Facilities. The County shall not store Program Wastes for more than 90 days and/or accept Program Wastes from other Management Facilities until written approval has been received.

9 Alternative Management of Program Wastes

In accordance with Minn. Rules, pt. 7045.0310, Subp. 7, the County may request, in writing, State approval to treat Program Wastes on-site or manage Program Wastes at a facility not regulated pursuant to Minn. Rules pts. 7045.0208, Subp. 1, or 7045.0310 (alternative management facility). The County shall not treat Program Wastes on-site or deliver Program Wastes to an alternative management facility until written approval is received from the State. Requests for treating waste on-site should be submitted to the State's Authorized Representative.

10 State Contractor Services

10.1 The State, through its State Contracts, shall provide for the management, transportation and disposal of Program Wastes from the time that the Program Wastes come into the possession of a State's Authorized Transporter. The State shall manage all risks associated with the management, transportation and disposal of Program Wastes, from the time that Program Wastes come into possession of the State's Authorized Transporter, and any time thereafter, to avoid liability to the District and County. Said management, transportation and disposal shall be in accordance with all applicable rules, regulations, standards, permit requirements, and this Agreement.

10.2 The State shall make available to the District and County, State Contractor Services and shall require the State's Authorized Transporter to meet the conditions and requirements set forth in the State Contracts and this Agreement. Except as may be provided in other agreements between the parties, the County shall pay for the cost of State Contractor Services in accordance with the terms of the State Contracts with the State's Authorized Transporter. The State shall consult with the counties in the procurement of State

Contractor Services and in the development of the terms and conditions of the State Contracts.

- 10.3** The State has agreed to include a clause in any waste management contract developed for use by the Program indemnifying and holding the State and District harmless from all liability, obligations, claims, loss and expense, including reasonable attorneys and other professional fees, resulting from the acts of the contractor, its agents, employees or sub-contractors or obligations assumed by the contractor in said contract.
- 10.4** The State shall investigate and resolve matters related to the failure of the State's Authorized Transporters to perform services in accordance with the terms of the State Contracts listed in 1.29. The District shall notify the County when it receives notice of a release to the environment by a State's Authorized Transporter.
- 10.5** The provisions of Clause 19.2 of this Agreement shall apply to Program Wastes collected pursuant to this Agreement that are transported by the State's Authorized Transporter. Use of the State's Authorized Transporter shall constitute use of the Agency's Authorized Transporter within the meaning of Minn. Stat. § 115A.96, Subd. 7. Additionally, the County shall be deemed to be using the State's Authorized Transporter if the County contracts directly with the State's Authorized Transporter and wholly incorporates the terms of a State Contract for State Contractor Services.
- 10.6** The County is encouraged, but not required, to use State Contractor Services for the operation of a Management Facility. If the County chooses to use a transporter other than the State's Authorized Transporter for the management of Program Wastes, the provisions of Clause 19.2 of this Agreement shall not apply to such Program Wastes and the County will not be eligible for reimbursement for disposal of Program Products under the approved PaintCare Architectural Paint Product Stewardship Program.
- 10.7** The District's Authorized Representative shall provide information to the County regarding the location of the State Contracts so that the County can readily access State Contracts for transportation and disposal.

11 Required Equipment and Inspections

The County shall arrange for the provision, inspection, maintenance and record keeping for all the safety equipment, personal protective equipment and other equipment necessary for Program operations.

12 Closure

The County is responsible for proper closure of a Management Facility in accordance with all applicable rules and regulations and Clause 6.4 of this Agreement. If approval to accept and store waste has been received pursuant to Clause 8 of this Agreement, the County shall arrange for the proper closure of the Management Facility in accordance with the terms of said approval.

13 Product Stewardship

The District shall inform the County of projects and opportunities related to product stewardship. The District will support County participation by reviewing initiatives and assisting in the resolution of issues that arise with implementation of product stewardship initiatives. The District may, at its sole discretion, provide supplies and public information materials to assist with implementation of product stewardship based efforts.

14 Authorized Representatives

The County's Authorized Representative is Andrew Carlstrom, Environmental Services Director, or Representative's successor.

The District's Authorized Representative is **Tim Lundell**, O&M Supervisor – Solid Waste, 2626 Courtland Street, Duluth, MN 55806; 218-722-3336; tim.lundell@wlssd.com, or Representative's successor.

15 Government Data Practices

The District and County must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data provided by the County or District under this Joint Powers Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under the Agreement. The civil remedies of Minn. Stat. § 13.08 apply to the release of the data referred to in this clause by either the District or the County. If the County receives a request to release the data referred to in this clause, the County must immediately notify the District.

16 Compliance with Laws

All acts performed by the parties under this Agreement shall be performed in accordance with all applicable federal, state and local laws.

17 Dispute Resolution

In the event of a dispute between the parties arising out of this Agreement, either due to alleged non-compliance with the terms, or a disagreement regarding the terms, the parties agree to engage in good faith negotiation to resolve the dispute before resorting to legal process. Negotiation may include mediation or arbitration through third parties if both parties agree. Nothing communicated during the course of negotiation, mediation or arbitration may be used against either party in legal process if the dispute is not resolved.

18 Assignment, Amendments, Waiver, and Contract Complete

18.1 Assignment. The County may neither assign nor transfer any rights or obligations under this Agreement without the prior consent of the District and a fully executed Assignment

Agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.

- 18.2 Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 18.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to enforce it.
- 18.4 No Waiver.** Nothing in this Agreement is intended to waive or limit the provisions of the Tort Claims Acts, Minn. Stat. § 3.736, or Minn. Stat. Ch. 466, or any other law, legislative or judicial, which limits governmental liability.
- 18.5 Contract Complete.** This Agreement contains all negotiations and agreements between the County and the District. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

19 Liability and Indemnification

It is the intent of the parties that any liability which may arise as a result of activities contemplated by this Agreement be governed according to the following provisions:

- 19.1 Liability to third persons.** The parties intend that any claims or causes of action by third persons are subject to the limitations upon liability provided by law. Further, nothing in this Agreement is intended to create a cause of action with respect to any third person.
- 19.2 State Indemnification.** The District and the County acknowledge and agree that the District and any County are indemnified by the State as provided for in Minn. Stat. § 115A.96, Subd. 7. In the event that Minn. Stat. § 115A.96, Subd. 7, is inapplicable to a specific situation, then the County and the District agree to be responsible for their own acts and omissions subject to the provisions, limitations, and exclusions of the Tort Claims Acts - Minn. Stat. Ch. 466.

20 Audits

Under Minn. Stat. § 16C.05, Subd. 5, the District and County shall have available for inspection for a minimum of six years following the expiration or cancellation of this Agreement, complete and accurate records of the work funded by state funds disbursed under this Agreement, including, but not limited to: collection participant surveys, operational logs showing each qualifying delivery of waste, check-off sheets or electronically scanned participant data; personnel time sheets; paid invoices for public education services, paid invoices for waste management services; training costs; and data and quality control information. Upon receipt of a request from the District's authorized representative, the County shall, in addition, retain the records for such longer period as requested during the time of any administrative, judicial or other proceeding for which the records may be needed. The retention period shall continue until

the administrative, judicial, or other proceeding for which the records may be needed is finally completed or until the District's authorized representative notifies the County in writing that the records need no longer be kept.

21 Governing Law and Venue

21.1 This Agreement and all statutes and rules cited herein shall be interpreted pursuant to the laws of the State of Minnesota.

21.2 Venue for all legal proceedings out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in St. Louis County, Minnesota.

22 Termination

The District may cancel this Agreement at any time, with or without cause, upon 180 days written notice to the County. The County may cancel this Agreement, with or without cause, by providing written notification to the District's Authorized Representative at least 180 days prior to the date of cancellation.

23 Termination for Insufficient Funding

The District may immediately terminate this Agreement if it does not obtain funding from the State of Minnesota, 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 or fax notice to the County. The District is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Otherwise, the District will have no obligation or liability to the County if the Agreement is terminated because of the decision of the State of Minnesota, or other funding source, not to appropriate funds. The District must provide the County notice of the lack of funding within a reasonable time of the District's receipt of that notice.

24 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, the County certifies that as of the date of services performed on behalf of the District, the County and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the District. The County is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with the County and made available to the District upon request.

25 Survival of Terms

The following Clauses survive the expiration or cancellation of this Agreement: 6.4 ID Numbers; 15 Government Data Practices; 16 Compliance with Laws; 19 Liability and Indemnification; 20 State Audits and 21 Governing Law and Venue.

Western Lake Superior Sanitary District

 Aitkin County

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

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

Print name: Marianne Bohren
Signature: _____
Title: _____

Print name: J. Mark Wedel
Signature: _____
Title: Commissioner Chairman Date: July 25, 2023

Print name: _____
Signature: _____
Title: _____ Date: _____

Print name: _____
Signature: _____
Title: _____ Date: _____

Exhibit A: Paint Care Authorized Activity List and Reimbursement Rates

Authorized Activity	Activity Description	Reimbursement Rates
<p>Ship Collected Architectural Paint Off-site, Using the Agency’s Authorized Transporter</p>	<p>Collected Architectural Paint transported off-site in accordance with State Contract H-69¹ at the rate specified in the State Contract for the unit volume of collected Architectural Paint managed. http://www.mmd.admin.state.mn.us/pdf/H-69(5).pdf Incidental, Non-Architectural Paint managed under the State Contracts will be managed by PaintCare.</p>	<p>Eligible supplies: non-DOT boxes, liners, lids, pallets; totes, 55-gal drums, and 5 gal containers for consolidating paint. + Mobilization and line item waste stream pricing in the State Contract. The mobilization price shall be adjusted by multiplying the mileage rate by the percent volume of Architectural Paint contained in each shipment. + Line item waste stream pricing from the State Hazardous Waste Management Contract, H-69</p>
<p>Reuse Rate Per Container</p>	<p>Container of Architectural Paint that is managed via reuse.</p>	<p>\$2.09 per container \$0.32 /lb.</p>
<p>Reuse Rate Per 5-Gallon Container of Bulked Architectural Paint</p>	<p>5-gallon container of bulked Architectural Paint offered for reuse.</p>	<p>\$29.20 + The cost of the 5-gallon container if purchased at a price that is less than the State Contract price</p>
<p>Bulking Rate for Architectural Paint (55-Gallon Drum; not for reuse)</p>	<p>55-gallon drum of Architectural Paint that is bulked by the HHW Program and picked up from a collection site for transportation pursuant to the State Contract H-69.</p>	<p>\$141.84 per Bulked 55-gallon drum Mobilization and management cost for drums and eligible supplies are additional as specified in the “Ship Collected Architectural Paint Off-site” activity.</p>

Exhibit A: Paint Care Authorized Activity List and Reimbursement Rates

Authorized Activity	Activity Description	Reimbursement Rates
Internal Transportation Rate for Architectural Paint	Transport collected Architectural Paint between collection facilities, or from events to collection facilities. Price includes labor and transport.	\$3.20/mile Per mile rate shall be adjusted by multiplying the mileage rate by the percent volume of Architectural Paint contained in each shipment.
Solid Waste Management of Solidified Architectural Paint	Container of solidified Architectural Paint that is managed at a local SW disposal facility.	\$1.01 per container \$0.29/lb.

The conversion chart below shall be used to calculate the weights and volumes for the purpose of reporting and reimbursement under this Agreement.

Material	Conversion Rate
Gallons to Pounds	
latex paint	10.9 pounds/gallon
oil paint	9.4 pounds/gallon
paint bulking rate	10 pounds/gallon
Items to Pounds	
latex paint	7.05 pounds/item/gal equivalent
oil based paint	6.35 pounds/item/gal equivalent
solidified paint	3.5 lbs./container
Drums and Cubic Feet equivalents	
latex 1 cubic foot	26.1 pounds (3.7 cans x 7.05 lbs.)
latex paint 55 gal drum	600 pounds
oil paint 1 cubic foot	23.5 pounds (3.7 cans x 6.35 lbs.)
oil paint 55 gallon drum	517 pounds

¹ “Authorized Programs” include the County.

²State Contract H-69, which is used by Authorized Counties to manage Program Products, is found here: [http://www.mmd.admin.state.mn.us/pdf/H-69\(5\).pdf](http://www.mmd.admin.state.mn.us/pdf/H-69(5).pdf)

³Eligible supplies include: non-DOT cubic-yard boxes, liners, lids and pallets; 55-gallon drums; 5 gallon containers used to consolidate paint; and totes used for bulking or shipment of Program Products.

⁴Rate based on data obtained from ATRI at <http://atri-online.org/wp-content/uploads/2016/10/ATRI-Operational-Costs-of-Trucking-2016-09-2016.pdf>

Exhibit B: PaintCare Reporting, Invoicing, and Payment Schedule for Authorized Activities

Due Date	Jan 31	Feb 28	Mar 31	Apr 30	May 31	Jun 30	Jul 31	Aug 31	Sep 30	Oct 31	Nov 30	Dec 31
Regional Sponsor on behalf of Regional Programs	Pay Participating counties in Region Send Oct-Dec report with supporting documents to PC	Correct Oct-Dec reports, if needed Send quarterly invoice to PC	Participating Counties invoice Regional Sponsor	Pay Participating counties in Region Send Jan-Mar report with supporting documents to PC	Correct Jan-Mar reports, if needed Send quarterly invoice to PC	Participating Counties invoice Regional Sponsor	Pay Participating counties in Region Send Apr-Jun report with supporting documents to PC	Correct Apr-Jun reports, if needed Send quarterly invoice to PC	Participating Counties invoice Regional Sponsor	Pay Participating Counties in Region Send Jul-Sep report with supporting documents to PC	Correct Jul-Sep reports, if needed Send quarterly invoice to PC	Participating Counties invoice Regional Sponsor
PaintCare (PC)		Review County and Regional Program Reports for Oct--Dec	Pay County and Regional Sponsor for Oct-Dec		Review County and Regional Program Reports for Jan-Mar	Pay County and Regional Sponsor for Jan-Mar		Review Apr-Jun County and Regional Program Reports	Pay County and Regional Sponsor for Apr-Jun		Review July-Sept County and Regional Program Reports	Pay County and Regional Sponsor for July-Sept

Exhibit C: PaintCare Program Guidelines for Authorized Activity Reimbursement

All employees handling PaintCare products must review Exhibit C prior to completing Authorized Activities unsupervised by trained staff, and on an annual basis thereafter. Authorized Activities are contained in Exhibit A. PaintCare may offer, and HHW Program's may request, supplemental training on PaintCare topics including products, reporting and financial reimbursement.

All HHW Programs that participate in PaintCare's Program shall make their best efforts to comply in all material respects with the Program Guidelines to receive reimbursement for the Authorized Activities performed as listed in Exhibit A. Changes to these requirements may be made upon mutual agreement between the HHW Program and PaintCare, and as documented herein.

Each HHW Program has unique logistical, staffing, and operational considerations. Each HHW Program must make its own decisions and use its best judgment to operate in the safest manner possible in accordance with applicable law, rules, and Exhibit C.

Please contact your PaintCare representative if you need help understanding any of the requirements in this Exhibit C.

PaintCare Staff contacts for questions on Exhibit C:

Steve Pincuspy: (612) 719-5216; spincuspy@paint.org

Jacob Saffert: (612) 772-4902; jsaffert@paint.org

Section 1. General Guidelines[Error! Bookmark not defined.](#)

- Only those PaintCare products accepted from individuals residing in Minnesota and businesses/organizations located in Minnesota are eligible for reimbursement under the PaintCare program.
- Accept PaintCare products from participants during your regular advertised or posted operating hours.
- Assist and supervise participants when they visit to drop off PaintCare products.
- IMPORTANT: Never allow a participant to open a PaintCare product container onsite or "self-serve," public access to the collection bins.
- Have adequate space, staffing, and training to collect and store PaintCare products.
- Provide a secure space protected from weather for empty and full collection bins.
- Refer participants to the site locator at www.paintcare.org or the PaintCare hotline at 855-724-6809, when HHW Programs are closed.
- Notify PaintCare within 24 hours of reporting a spill of PaintCare Products to the MN Duty Officer.

- To qualify for reimbursement, all PaintCare products sent off-site (with the exception of solidified MSW PaintCare products) must be managed through the State’s Hazardous Waste Contract H-69(5).

Inspections and Record Keeping

Site staff are responsible for regularly inspecting collection bins and spill kits to ensure that such materials are in proper working order and include any necessary labeling.

PaintCare may review the following records to confirm correct reporting procedures and documentation. Maintain the following records for a minimum of 3 years:

- Documentation that all facility staff managing PaintCare products have completed a review of Exhibit C.
- Shipping documents, invoices, logs, and receipts related to Authorized Activities.
- PaintCare Paint Waivers or an equivalent thereof (only for sites that conduct reuse activities).

Section 2. Identifying and Collecting PaintCare Products, Container Management and Non-HH Collection

To verify that a product is eligible for management under the PaintCare program, site staff will

- 1) check the product label to verify that it contains a PaintCare product; and
- 2) confirm that the product is from a household, or a business or organization located in Minnesota.

PaintCare Products and Non-PaintCare Products

PaintCare products Include:

- Interior and exterior paints: latex, acrylic, water-based, alkyd, oil-based, enamel (including textured coatings)
- Deck coatings and floor paints (including elastomeric)
- Primers, sealers, and undercoaters
- Stains
- Shellacs, lacquers, varnishes, urethanes (single component)
- Waterproofing concrete/masonry/wood sealers, preservatives that do not contain pesticides and repellents (not tar or bitumen-based)
- Metal coatings, rust preventatives
- Field and lawn paints
- Dry/Hardened PaintCare Products

Non-PaintCare products include:

- Paint thinner, mineral spirits, solvents
- Aerosol paint in spray cans
- Auto and marine paints

- Art and craft paints
- Caulking compounds, epoxies, glues, adhesives
- Paint additives, colorants, tints, resins
- Wood preservatives containing pesticides
- Roof patch and repair
- Asphalt, tar, and bitumen-based products
- 2-component coatings
- Deck cleaners
- Traffic and road marking paints
- Industrial Maintenance (IM) or “for industrial use only” coatings
- Original Equipment Manufacturer (OEM) (shop application) paints and finishes
- Empty containers
- Containers larger than 5 gallons (see LVP below)

The HHW Program should not place any Non-PaintCare products in PaintCare collection bins.

If Non-PaintCare products end up in an HHW Program’s collection bin, such products will not be returned to the HHW Program and will be managed by the state’s approved vendor(s). However, PaintCare may request information documenting these instances. If the problem persists, beyond de minimis or trivial quantities, additional training and other solutions may need to be implemented.

For more information, or questions, please see www.paintcare.org/products, or contact the authorized representatives on the first page of Exhibit C.

Container Management

- Establish a dedicated storage area for collection bins and PaintCare products.
- Place collection bins on an impermeable surface (i.e., paved asphalt, concrete, or other surface) at all times.
- Place collection bins away from ignition sources, storm drains, and floor drains.
- Ensure there is adequate ventilation if bins are stored indoors.
- If stored outdoors, protect collection bins from the elements (e.g., precipitation, temperature extremes, rain, and snow). Keep collection bins under cover to prevent exposure to precipitation to protect against temperature extremes. If you store collection bins outdoors, you may need approval from your local fire or hazardous materials oversight agency.
- Comply with any local fire codes or other regulations that might pertain to your storage of collection bins at your site.
- Maintain enough space around collection bins to inspect for leakage and emergency access.

- Use good housekeeping standards; keep paint storage areas clean and orderly.
- Collection bins must be set up, used, and closed according to the manufacturer’s instructions.
- Ensure liners are inserted into collection bins. The liners provide secondary containment to contain liquids in the event a can leaks while in storage or transit. Reusable plastic bins that are leak-proof by design do not need liners.
- Collection bins must be structurally sound. If you see any evidence of damage to bins (or liners) that may cause a leak or spill, notify the state’s approved vendor immediately.
- Place PaintCare products in bins immediately upon receipt.
- The collection bin storage area must be secured and locked when not attended.
- Only site staff should have access to the collection bins and storage area until the collection bins are ready for pick-up by the state’s approved vendor.
- Pack only PaintCare products into collection bins or drums
- Follow HHW Container management requirements in accordance with MN Rules 7045.0310.

Unlabeled Containers

A HHW Program may include containers for reimbursement under the PaintCare Program that do not have an original label if site staff:

- (1) confirm the material in the container as a PaintCare product, and
- (2) place in the appropriate collection bin with like products

Leaking Containers

A HHW Program may include leaking or non-closed containers for reimbursement under the PaintCare Program if staff:

- (1) confirm the material in the container as a PaintCare product, and
- (2) place the contents of the leaking/open container into an appropriate substitute container (which can include bulking such PaintCare products into 55-gallon drums or reuse), and
- (3) if not bulked or reused, place the substitute container in the appropriate collection bin with like products

Accepting PaintCare Products from Businesses or Organizations:

Document the amount of PaintCare products received from all VSQG’s delivering PaintCare products for management. Retain documents for PaintCare review.

Non-hazardous PaintCare Products

Latex paint is not considered to be a hazardous waste in Minnesota. HHW Programs may choose to accept latex paint from businesses for PaintCare reimbursement, without completing the requirements in MN Rule 7045.0320.

Oil-based and Hazardous PaintCare Products

HHW Programs that have completed the requirements of MN. Rules 7045.0320 may choose to accept hazardous waste PaintCare Products from Very Small Quantity Generators for PaintCare reimbursement.

Large Volume Pickup (LVP) Service

To refer a participant with over 100 containers to PaintCare’s free large volume pick-up service:

- The LVP fact sheet and online form are available at www.paintcare.org (select the “Request a Pickup” button on the homepage)
- For additional questions, refer the participant to PaintCare’s authorized representatives for assistance

Section 3. Authorized Activity Requirements for Reimbursement

On-Site Reuse

To include PaintCare products taken by the public for reuse from a HHW Program or event, follow the criteria and requirements below:

- PaintCare Products for reuse must be in good physical condition in containers sized 5-gallons or less.
- Each PaintCare Product must be usable for its intended purpose.
- All containers must be securely closed before placing PaintCare products in the reuse area.
- Reuse products must be stored in an area separate from the PaintCare collection bins.
- Absent a limit imposed by a site, an individual customer may not take more than twenty-five (25) gallons of reuse product per day. If a customer would like to take more than twenty-five (25) gallons of paint, the HHW Program has discretion to approve exceeding the twenty-five (25) gallon limit after confirming that the paint will be used for legitimate reuse purposes. Legitimate reuse does not include resale, export, or stockpiling paint. Small quantities of compatible PaintCare products may be consolidated into a 5-gallon pail and placed in the reuse area. HHW Program will seek to obtain a signed PaintCare Paint Waiver, Appendix A, (or an equivalent thereof) from customers taking reuse paint from a site.
- The HHW Program will also post a legible sign in a reasonably prominent area of the reuse area that contains statements to the effect that all items taken are “as-is” with no guarantee of quality or contents, and that the customer accepts the risks and liability for the materials.

- The amount of PaintCare products for direct reuse will be tracked on a log and provided to PaintCare via PaintCare's report forms.

Solid Waste Management of Solidified PaintCare Products

HHW Programs that receive solidified paint waste from the public or have solidified paint resulting from consolidation, may track the weight and/or container size and type of paint to receive reimbursement for solidified paint disposed of in the solid waste stream.

- Empty containers or those with a de minimis, or trivial, quantity of paint in the container should not be counted for reimbursement.
- Confirm the paint contents are solidified by shaking or opening the container.
- Record the weight or number of containers of solidified paint on a log and on PaintCare report forms.

Internal Transportation between HHW Programs and Events

HHW Programs receive reimbursement for internal transportation of PaintCare products.

- Determine the percentage of PaintCare products internally transported by the HHW Program for each shipment on a log and provide that information on PaintCare report forms.

Paint Bulking

- Latex PaintCare products that are not suitable for direct reuse may be bulked into 55-gallon drums.
- Oil Based PaintCare products that are not suitable for direct reuse may be bulked into 55-gallon drums.
- Record the number of 55-gallon drums bulked on PaintCare's report forms for reimbursement.

Exhibit D

Allocation of Specific Duties

District Duties

- Serve as liaison between the County and the State for purposes of this contract.
- Coordinate summary annual reports to the State from the region.
- Provide administrative services including data tracking, contract management, contract development, reporting, financial management, creation of public information and information acquisition which are included in the annual administrative fee.

County Duties:

- Procure all necessary safety equipment, personal protective equipment and other equipment for County Management Facility operations, as required by regulation.
- Designate staff for County Management Facility activities.
- Provide necessary training for workers who will staff County Management Facilities.
- Ensure that all staff performing duties related to County Management Facility activities are properly qualified and trained.

HHW Collection Event

District Duties

- Approve collection sites that meet State criteria.
- Provide necessary training for workers who will staff HHW Collection Event.
- Compile collection summaries for County and annual state reports.
- Provide necessary District staff and vehicle to service the HHW Collection Event and provide for management of the collected Program Waste.

County Duties:

- Arrange for the use of collection sites.
- Publicize HHW Collection Event information.
- Conduct coordination tasks, including volunteers, lift equipment, and safety or emergency services if requested.
- Publicize and conduct product exchanges in conjunction with a District scheduled HHW Collection Event.
- Pay the costs of disposal of Program Wastes.

Clean Shop (VSQG) Collection Event

District Duties:

- Provide the County with applications and support.
- Serve as the contact for the VSQG participant, process all applications, handle transactions, advise participant on proper handling methods.
- Process and handle all waste according to state, federal and local regulations and appropriate sections of this Agreement and the contract between the District and the State.
- Notify the State of planned Clean Shop Collection Event dates at least 30 days prior to the proposed date.

County Duties:

- Promote the Clean Shop Collection Event a minimum of 45 days prior to the collection.
- Distribute printed materials upon request by a VSQG participant.

Exhibit E

Number of County Households for use in this agreement will be adjusted annually utilizing the latest County household data provided by the MN State Demographer located at the following link:

<https://mn.gov/admin/demography/data-by-topic/population-data/our-estimates/#3>

The District is a political subdivision of the State of Minnesota with authority and responsibility pursuant to Minn. Stat. Chapters 115A and 458D to provide solid waste management service to residents within its boundaries. For purposes of this agreement, household data recorded for the cities and townships listed below will be considered households served within the District's portion of St. Louis County.

Canosia township	Lakewood township
Duluth city	Midway township
Duluth township	Proctor City
Grand Lake township	Rice Lake city
Hermantown city	Solway township

County HHW Agreement Fees

Fees are dependent on services requested, except all counties will pay the annual administrative fee.

1. Clean Shop Collection	\$1000 per event
2. HHW Collection Event	\$3000 per event
3. Facility Clean-out Services	\$2500 per year
4. Technical Support Services	\$2000 per year
5. HHW Disposal	Pay as generated
6. Administrative Fee	\$2500 per year
7. Hourly Staffing Rates	\$50



Board of County Commissioners Agenda Request



Requested Meeting Date: July 25, 2023

Title of Item: Proposed Land Exchange

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input checked="" type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: DJ Thompson	Department: Land
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Presenter (Name and Title): DJ Thompson, Land Commissioner	Estimated Time Needed: 10 minutes
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Summary of Issue:

The Land Department was contacted by a landowner requesting to exchange their 40 acre parcel for a 40 acre parcel of county tax-forfeited land. The private parcel is land-locked within county land and .5 miles from the nearest road. The county tract has .25 miles of frontage on 124th Lane. Both properties are in Williams Township. The landowner requesting the exchange would be responsible for the difference in land values. At its July 10th meeting, the Natural Resources Advisory Committee passed a motion to recommend that the County Board approve the proposed land exchange.

Tax-forfeited parcel: NW SE 22-43-23

Private parcel: NW NE 26-43-23

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Pass a motion to have the Land Commissioner proceed with the land exchange.

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:*



County

Private

Map may not be valid at this scale. Data was mapped at an accuracy of 1:24,000 so any representation of the data at a larger scale is not advised.



Board of County Commissioners Agenda Request



Requested Meeting Date: July 25, 2023

Title of Item: Non-Public Tax-Forfeited Land Sale

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

Submitted by: DJ Thompson	Department: Land
-------------------------------------	----------------------------

Presenter (Name and Title): DJ Thompson, Land Commissioner	Estimated Time Needed: 10 Minutes
--	---

Summary of Issue:

Aitkin County has two land-locked parcels of land that it has tried to sell at auction for the last 4 years. Both parcels have been available for purchase over the counter for the last 2 years. Consideration was given for selling them through an on-line auction service however, due to access issues, I feel it might be best to look into other options. While it is legal for the County to sell land that has no legal access to it, a prospective buyer would need to force an access using Minnesota's Cartway Law. This can cause undue hardship for the Township and possibly strain existing working relations between the Township and the Land Department.

Minnesota Statute 282.01 authorizes the County, with permission from the Township, to sell certain parcels of tax-forfeited land at a private sale for adjacent landowners. I would like to offer these parcels to the adjacent landowners through a sealed bid auction. Although the land must be sold to the highest bidder, it can be sold for less than its appraised value. County would reserve the right to refuse any and all bids.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve the attached resolution setting the terms of the non-public tax-forfeited land sale.

Financial Impact:

Is there a cost associated with this request? Yes No

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

Is this budgeted? Yes No *Please Explain:*

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

ADOPTED July 25, 2023

By Commissioner: xxx

20230725-xxx

Non-Public Tax-Forfeited Land Sale

WHEREAS, the classification of the following tax-forfeited land to be offered for sale has been made by the County Board in accordance with Minnesota Statutes 282 and Minnesota Statute 282.14 through 282.321, and

WHEREAS, the classification and sale have been approved by the Town Boards of the township in which they lie, and

WHEREAS, the County Board has made appraisals as listed of the land classified as non-conservation and of the timber and timber products thereon, and a list of such lands and timber has been filed with the County Auditor for the purpose of offering lands and timber so listed for sale, and

WHEREAS, the parcels on this list will be offered for non-public sale and will be offered only to the owners of adjacent property.

NOW, THEREFORE BE IT RESOLVED, that such parcels shall be sold on the following terms, to wit: 100% of purchase price to be paid in cash at the time of the sale.

BE IT FURTHER RESOLVED, that notice of such sale of lands, and timber be given by mailing such notice to all owners of adjoining land as provided by Minnesota Statute 282.01 subd. 7a, that the County Auditor of Aitkin County offer such parcels of land for sale. The parcels will be sold on a sealed bid auction to the highest bidder. All bids must be into the Aitkin County Land Department at 502 Minnesota Avenue N. Aitkin, MN. 56431 by August 30, 2023 at 2:00 p.m. The county board does reserve the right to accept or reject any and/or all bids, and

BE IT FURTHER RESOLVED, The land and improvements are being sold AS IS and the County makes no warranties as to the condition of any buildings, wells, septic systems, soils, roads, or any other thing on the tract. The tract is being sold with the understanding that the buyer and seller agree to waive disclosures required under Minnesota Statutes Chapters 513.52 to 513.60, and 103I.235 and any associated liabilities. No representation is made as to access, the condition of any structure, its fixtures or contents, or the suitability for any particular use, and

BE IT FURTHER RESOLVED, as required by Minnesota Statutes 284.28, included in the sale price of any tax-forfeited lands sold, an amount equal to three percent (3%) of the total sale price is to be deposited in the State Treasury and credited to the State Real Estate Assurance Fund, and

BE IT FURTHER RESOLVED, Minnesota Statutes 282.014, imposes a \$25.00 fee upon purchasers of tax-forfeited land for issuance of a State Deed, and

BE IT FURTHER RESOLVED, as required by Minnesota Statutes 282.01, Subdivision 6, all State Tax Deeds must be recorded with the County Recorder prior to issuing the Deed to the purchaser, therefore a recording fee for each State Deed issued must be paid to the Aitkin County Recorder by the purchaser when tax-forfeited land is paid for in full, as required in MS 357.18, and

BE IT FURTHER RESOLVED, as required by Minnesota Statutes 287.22, all State Tax Deeds are subject to State Deed Tax which must be paid by the purchaser, and

BE IT FURTHER RESOLVED, Aitkin County is not responsible for location of or determining property lines or boundaries, and

BE IT FURTHER RESOLVED, that all lands sold hereunder are sold subject to the Zoning Ordinance adopted by the County Board, and all lands are sold subject to railroad and highway easements, power and pipeline easements, any recreational easements, and subject to all flowage rights, and

BE IT FURTHER RESOLVED, that except in the case of Deeds issued for platted property and Deeds issued to correct errors in either legal description or grantees, the Deeds issued for these parcels will contain a restrictive covenant which will prohibit enrollment of the land in a State Funded program providing compensation of marginal land or wetlands.

PID#	Legal	Sec	Twp	Rge	Access	Acres	Minimum Bid
16-0-017600	SW SW	12	44	25	No	43	\$ 200.00
21-0-009400	S NE	6	45	25	No	78	\$ 300.00

All of the above parcels are available for sale by any adjoining landowner by bidding on them by a sealed bid process. All bids are due into the Aitkin County Land Department by August 30, 2023 by 2:00 p.m. when the bids will be opened.

All bids must be returned in an envelope marked "Non-public land auction bid". All forms must be returned to: Aitkin County Land Department 502 Minnesota Avenue N. Aitkin, MN. 56431.

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

xxx MEMBERS PRESENT

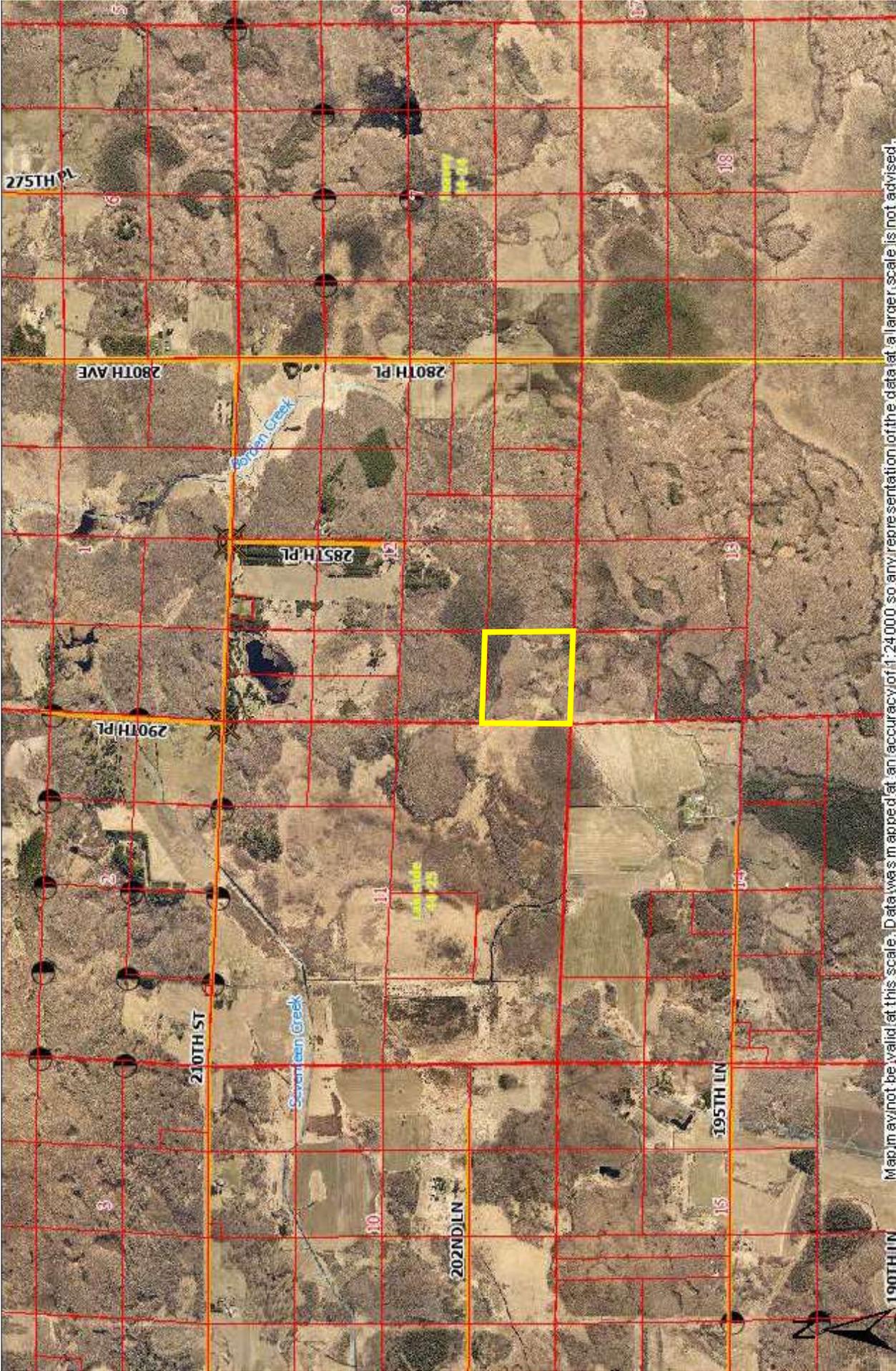
All Members Voting xxx

STATE OF MINNESOTA}
COUNTY OF AITKIN}

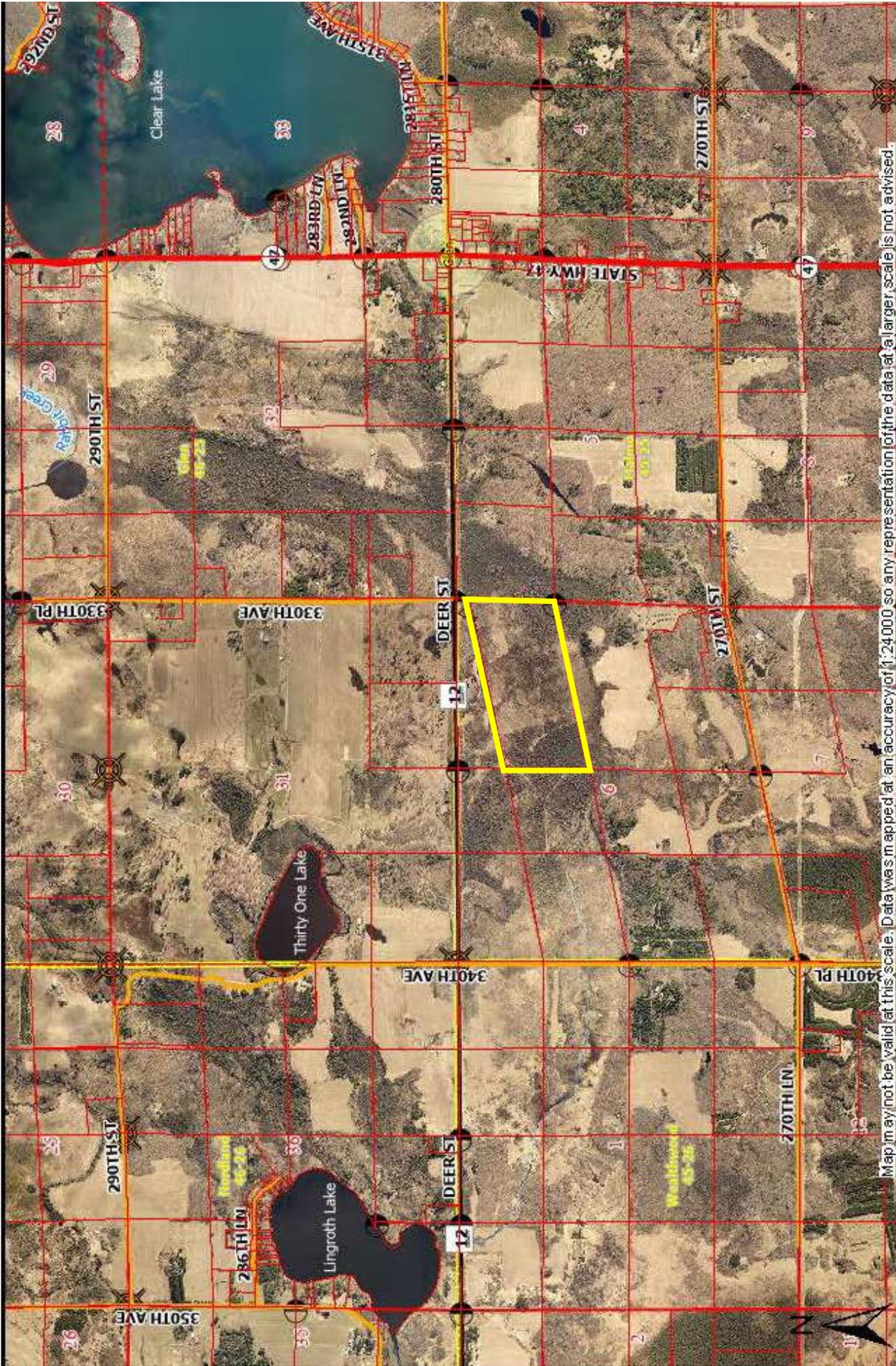
I, Jessica Seibert, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 25th day of July 2023, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 25th day of July 2023

Jessica Seibert
County Administrator



Map may not be valid at this scale. Data was mapped at an accuracy of 1:24,000, so any representation of the data at a larger scale is not advised.



Map may not be valid at this scale. Data was mapped at an accuracy of 1:24,000 so any representation of the data at a larger scale is not advised.



Board of County Commissioners Agenda Request



Requested Meeting Date: July 25, 2023

Title of Item: 2022 Annual Report

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<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) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*

Submitted by: John Welle	Department: Highway
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Presenter (Name and Title): John Welle, Aitkin County Engineer	Estimated Time Needed: 30 minutes
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Summary of Issue:

An overview of the Aitkin County Highway Department 2022 Annual Report will be given. This report will be directly mailed to each commissioner on Tuesday August 18, 2023.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approval of Aitkin County Highway Department 2022 Annual Report

Financial Impact:

Is there a cost associated with this request? Yes No

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

Is this budgeted? Yes No *Please Explain:*



Board of County Commissioners Agenda Request



Requested Meeting Date: July 25, 2023

Title of Item: Approve Data Practices Revisions

<input checked="" type="checkbox"/> REGULAR AGENDA	Action Requested:	<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) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Hold Public Hearing*

Submitted by: Jessica Seibert	Department: Administration
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Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed: 5 Minutes
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Summary of Issue:

Changes to the Data Practices Policy must be made by August 1st of each year. Attached is the updated Aitkin County Guidelines and Procedures for MN Government Data Practices Act for Board Approval. At the time of agenda request submission, the policy has been submitted to the County Attorney for review.

Changes are indicated in red.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Approve Data Practices/Fee Schedule Policy Revisions.

Financial Impact:

Is there a cost associated with this request? Yes No

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

Is this budgeted? Yes No *Please Explain:*

**AITKIN COUNTY
GUIDELINES AND PROCEDURES
FOR
MINNESOTA
GOVERNMENT DATA PRACTICES ACT**



Adopted by the Aitkin County Board of Commissioners
July 25, 2023

To the extent that the Minnesota Government Data Practices Act changes, these guidelines and procedures shall be construed as consistent with those changes.

MINNESOTA GOVERNMENT DATA PRACTICES ACT

Table of Contents

Introduction	4
Overview	5
I. Collection of Government Data	5
II. Classification of Government Data	9
A. Data on Individuals	9
B. Public, Nonpublic, or Protected Nonpublic Data Not on Individuals	11
C. Summary Data	13
D. Data on Decedents	14
III. Request for Government Data	15
A. Requests for Data - General	15
B. Requests for Data on Individuals by the Data Subject	15
C. Requests for Summary Data	15
D. Requests for Government Data by Other Government Agencies	16
E. How Data Practices Applies to Contractual Licensing and Funding Relationship with Governmental Entities	17
IV. Data Request Form and Data Request Form for Subject of Data	17
A. Data Request Form and Data Request Form for Subject of Data	17
B. When Completed	17
V. Fees for Copies of Government Data	17
A. Copies Provided at No Charge	18
B. Copies Provided With Charge	18
C. Copying Fees	18
D. Collection of Copying Fees.....	18
E. Fee Schedule	19
F. Disposition of Fees	19
VI. Assignment of Designee	19
VII. Duties of the Responsible Authority or Designee	19

A.	Data Inventory	19
B.	Procedures for Dissemination of Data	19
C.	Data Protection.....	20
VIII.	Access to Government Data	20
A.	Who Can Make a Data Request?	20
B.	To Whom Must a Data Request be Made?	20
IX.	Rights of Data Subject.....	21
A.	Tennessee Warning - Rights of Data Subject.....	21
B.	Notification to Minors	22
C.	Informed Consent	22
D.	Procedures for Complying with Data Requests from an Individual.....	24
E.	Appealing Decision of Entity to Commissioner of Administration.....	25
X.	Role of the Commissioner of Administration	26
XI.	Consequences for not Complying with MGDPA	26
XII.	Where More Information Can Be Found	26

FORMS, INSTRUCTIONS and DATA PRACTICES NOTICE

Non-Disclosure Agreement	27
Notice of Rights Tennessee Warning Instruction Guide	28
Notice of Rights Sample Format for Tennessee Warning.....	29
Informed Consent Instruction Guide	30
Informed Consent for the Release of Information	31
Data Practices Notice	32

Appendix A Public Data Request Form, Including Responsible Authority, Data Practices Compliance Official, and Designees 33-37

Appendix B Data Request by Subject of Data Form, Including Responsible Authority, Data Practices Compliance Official, and Designees 38-43

Appendix C Fee Schedule..... *supplemental attachment*

MINNESOTA GOVERNMENT DATA PRACTICES ACT

Introduction

These guidelines and procedures provide direction in complying with those portions of the MGDPA that relate to *public access to government data* and to the *rights of subjects of data*.

The public access requirements are:

- The presumption that all government data are public unless classified as not public by state or federal statute;
- The right of any person to know what kinds of data are collected by the government entity and how that data is classified;
- The right of any person to inspect, at no charge, all public government data at reasonable times and places;
- The right of any person to have public data explained in an understandable way;
- The right of any person to get copies of public government data at a reasonable cost;
- The right of any person to an appropriate and prompt response from the government entity when exercising these rights; and
- The right of any person to be informed of the authority by which an entity can deny access to government data.

A BRIEF OVERVIEW OF THE MINNESOTA GOVERNMENT DATA PRACTICES ACT

The Minnesota Government Data Practices Act regulates the management of all government data that are created, collected, received, or released by a government entity, no matter what form the data are in, or how they are stored or used.

Briefly, the Act regulates:

- what data can be collected;
- who may see or get copies of the data;
- the classification of specific types of government data;
- the duties of government personnel in administering the Act;
- procedures for access to the data;
- procedures for classifying data as not public;
- civil penalties for violation of the Act; and
- the charging of fees for copies of government data.

Government data is either *data on individuals* or *data not on individuals*. Data on individuals are classified as either public, private, or confidential. Data not on individuals are classified as public, nonpublic, or protected nonpublic. This classification system determines how government data are handled (see chart below).

Data on Individuals	Meaning of Classification	Data <i>Not</i> on Individuals
Public	Available to anyone for any reason	Public
Private	Available only to the data subject and to anyone authorized by the data subject or by law to see it	Nonpublic
Confidential	Not available to the public or the data subject	Protected Nonpublic

I. COLLECTION OF GOVERNMENT DATA

What is the Minnesota Government Data Practices Act?

The Minnesota Government Data Practices Act (MGDPA), which is Chapter 13 of Minnesota Statutes, is a state law that controls how government data are collected, created, stored, maintained, used, and disseminated.

What are government data?

Government data are all data maintained in any recorded form by government entities, including counties. As long as data are recorded in some way by a government entity, they are government data, no matter what physical form they are in, or how they are stored or used. Government data may be stored on paper forms/records/files, in electronic form, on audio or video tape, on charts, maps, etc. Government data normally do not include mental impressions.

Persons or entities licensed or funded by, or under contract to, a government entity are subject to the MGDPA to the extent specified in the licensing, contract, or funding agreement.

Official records must be kept. [MINN. STAT. § 15.17, subd. 1](#) requires all officers and agencies of the state, and all officers and agencies of the counties, cities, and towns to make and keep all records necessary for a full and accurate knowledge of their official activities. Requirements for collecting, creating, maintaining, storing, and disseminating data are found in [MINN. STAT. CH. 13](#) AND [MINN. R. 1205](#), the Minnesota Government Data Practices Act and Rules. Links for locating the governing statute and rules are shown below.

Minnesota Statutes

Chapter 13. Government Data Practices

<https://www.revisor.mn.gov/statutes/?id=13>

Minnesota Administrative Rules, Chapter 1205, Data Practices

<https://www.revisor.mn.gov/rules/?id=1205>

- A. The collection and storage of public, private, and confidential data on individuals are limited to that necessary for the administration and management of programs specifically authorized or mandated by the state, local governing body, or the federal government.

B. DEFINITIONS

1. **Data Inventory** - The public document required by [MINN. STAT. § 13.025, subd. 1](#), containing the name of the responsible authority and the individual designee, title and address, and a description of each category of record, file, or process relating to private or confidential data on individuals maintained by the government entity. The responsible authority shall update the inventory annually and make any changes necessary to maintain the accuracy of the inventory.

2. **Authorized Representative** - The individual, entity, or person authorized to act on behalf of another individual, entity or person. For the purposes of the Act, the authorized representative may include, but is not limited to: (a) in the case of a minor, a parent, or guardian, (see Section IX.B, Notification to Minors); (b) an attorney acting on behalf of an individual when the individual has given written informed consent (see page 30-31); (c) any other individual entity, or person given written authorization by the data subject; or (d) an insurer or its representative, provided that the data subject has given informed consent (see page 30-31) for the release of the information, (e) court appointed guardian/conservator.
3. **Court Order** - The direction of a judge, or other appropriate presiding judicial officer made or entered in writing, or on the record in a legal proceeding.
4. **Data** - All data collected, created, received, maintained, or disseminated by a government entity regardless of its physical form, storage media, or conditions of use, including, but not limited to, paper records and files, microfilm, computer media, or other processes.
5. **Data Subject** - The individual or person about whom the data is created or collected.
6. **Designee** - Any person designated by a responsible authority (a) to be in charge of individual files or systems containing government data and (b) to receive and comply with requests for government data.
7. **Government Entity** – A state agency, statewide system, or political subdivision.
8. **Individual** - A natural person. In the case of a minor or an individual adjudged mentally incompetent, “individual” includes a parent or guardian or an individual acting as a parent or guardian in the absence of a parent or guardian, except that the responsible authority shall withhold data from parents or guardians or individuals acting as parents or guardians in the absence of parents or guardians, upon request by the minor if the responsible authority determines that withholding the data would be in the best interest of the minor.
9. **Informed Consent** (see page 30-31) - The written consent that must be given by a data subject to allow disclosure of private data about the individual.
10. **Person** - Any individual, partnership, corporation, association, business trust, or legal representative of an organization.
11. **Political Subdivision** - Any county, statutory or home rule charter city, school district, special district, any town exercising powers under Minn. Stat. 368 and located in a metropolitan area, and any board, commission, district or authority created pursuant to law, local ordinance, or charter provision. It includes any nonprofit corporation which is a community action agency organized to qualify for public funds, or any nonprofit social service agency which performs services under contract to a government entity to the extent that the nonprofit social service

agency or nonprofit corporation collects, stores, disseminates, and uses data on individuals because of a contractual relationship with a government entity.

- 12. Representative of the Decedent** - The personal representative of the estate of the decedent during the period of administration, or if no personal representative has been appointed, or after discharge, the surviving spouse, any child of the decedent, or, if there are no surviving spouse or children, the parents of the decedent.
- 13. Requestor** - The individual, entity, or person requesting access and/or copies of the government data.
- 14. Responsible Authority - Counties** - Each elected official of the county shall be the responsible authority of the respective office. An individual who is an employee of the county shall be appointed by the County Board to be the responsible authority for any data administered outside the departments of elected officials. For a statewide system, the responsible authority is the commissioner of any state department, or any executive officer designated by statute or executive order as responsible for such system.
- 15. Rules** - "The Rules Governing the Enforcement of the Minnesota Government Data Practices Act." [Minn. R., Chap. 1205](#).
- 16. State Agency** - The state, the University of Minnesota, and any office, officer, department, division, bureau, board, commission, authority, district, or agency of the state.
- 17. Statewide System** - Any recordkeeping system in which government data is collected, stored, disseminated, and used by means of a system common to one or more state agencies or more than one of its political subdivisions or any combination of state agencies and political subdivisions.
- 18. Temporary Classification** - An application by a state agency, statewide system, or political subdivision, pursuant to MINN. STAT. § 13.06 which has been approved by the Commissioner of Administration to classify government data not classified by state statute or federal law as either private or confidential for data on individuals, or nonpublic or protected nonpublic for data not on individuals.
- 19. Tennesen Warning (see page 28-29)** - Those rights, as contained in Section IX.A, communicated to an individual asked to supply private or confidential data concerning himself or herself.

II. CLASSIFICATION OF GOVERNMENT DATA

For the purposes of these guidelines, government data is divided into four types; (a) data on individuals, which is classified as either public, private, or confidential; (b) data not on individuals, which is classified as either public, nonpublic, or protected nonpublic; (c) statistical or summary data derived from data on individuals in which individuals are not identified; and (d) data on decedents. These classifications, the criteria for classification, and the description of who has access are as follows:

A. DATA ON INDIVIDUALS

1. Public Data on Individuals

a. **Definition:** All data on individuals is public, unless classified as private or confidential.

b. **Data on Individuals is Public if:**

- 1) A statute or federal law requires or allows the collection of the data and does not classify the data as private or confidential.
- 2) An application for Temporary Classification for private or confidential data on individuals is disapproved by the Commissioner of Administration.
- 3) The data is summary or statistical data derived from data on individuals.
- 4) Private or confidential data becomes public in order to comply with either judicial or administrative rules pertaining to the conduct of legal action. (For example: Private or confidential data which is presented in court and made public by the court.)

c. **Access:** All public data on individuals is accessible by any person regardless of their interest in that data.

2. Private Data on Individuals

a. **Definition:** Private data on individuals is data which is not accessible to the public, but is accessible to the individual subject of the data.

b. **Tennessee Warning (see page 28-29):** Except for law enforcement investigations, a Tennessee Warning must be given when private data is collected from the subject of the data (Section IX.A describes the Tennessee Warning.)

A Tennessee Warning need not be given when private data is collected from someone other than the subject of the data.

c. Data on Individuals is Private if:

- 1) A state statute or federal law expressly classifies the data as not accessible to the public, but accessible to the subject of the data.
- 2) A Temporary Classification of private has been approved by the Commissioner of Administration and has not expired.
- 3) If data is classified as both private and confidential by state or federal law, the data is private.

d. Access: Private data on individuals is accessible to:

- 1) The individual subject of the data or the representative as authorized in writing (if the subject is a minor, usually by the subject's parent or guardian).
- 2) Individuals, entities, or persons who have been given express written permission by the data subject. (Section IX.C describes Informed Consent.)
- 3) Personnel within the entity whose work assignment requires access as determined by the responsible authority or designee.
- 4) Individuals, entities, or persons who used, stored, and disseminated government data collected prior to August 1, 1975, with the condition that use, storage, and dissemination was not accessible to the public, but accessible to the data subject. Use, storage, and dissemination of this data is limited to the purposes for which it was originally collected.
- 5) Individuals, entities, or persons for which a state, local, or federal law authorizes new use or new dissemination of the data.
- 6) Individuals, entities, or persons subsequent to the collection of the data and subsequent to the communication of the Tennessee Warning, when specifically approved by the Commissioner of Administration, as necessary, to carry out a function assigned by law.
- 7) Pursuant to a court order.
- 8) Individuals, entities, or persons as otherwise provided by law.

3. Confidential Data on Individuals

- a. **Definition:** Data on individuals is confidential if it is made by statute or federal law not accessible by the public and not accessible to the individual subject of the data.
- b. **Tennessee Warning (see page 28-29):** Except for law enforcement

investigations, a Tennessee Warning must be given when confidential data is collected from the subject of the data.

A Tennessee Warning is not given when confidential data is collected from someone other than the subject of the data.

c. Data on Individuals is Confidential if:

- 1) A state or federal statute expressly provides that: (a) the data shall not be available to either the public or to the data subject, or (b) the data shall not be available to anyone except those agencies which need the data for agency purposes.
- 2) A Temporary Classification of confidential has been approved by the Commissioner of Administration and has not expired.

d. Access: Confidential data on individuals is accessible to:

- 1) Individuals, entities, or persons who are authorized by state, local, or federal law to gain access.
- 2) Personnel within the entity whose work assignment requires access as determined by the responsible authority, or the designee.
- 3) Individuals, entities, or persons who used, stored, and disseminated government data collected prior to August 1, 1975, with the condition that the data was not accessible to the individual subject of the data.
- 4) Individuals, entities, or persons for which a state or federal law authorizes a new use or new dissemination of the data.
- 5) Individuals, entities, or persons subsequent to the collection of the data and communication of the Tennessee Warning when specifically approved by the Commissioner of Administration, as necessary, to carry out a function assigned by law.
- 6) Pursuant to a court order.
- 7) Individuals, entities, or persons as otherwise provided for by law.

B. PUBLIC, NONPUBLIC, OR PROTECTED NONPUBLIC DATA NOT ON INDIVIDUALS

1. Public Data Not on Individuals

- a. **Definition:** Public data not on individuals means data not on individuals which is accessible to the public.

b. Data Not on Individuals is Public if:

- 1) A statute or federal law does not expressly classify the data as not public.
- 2) An application for Temporary Classification for data as nonpublic or protected nonpublic is not approved by the Commissioner of Administration.
- 3) A statute requires the data to be made available to the public.

c. Access: Public data not on individuals is accessible to any person regardless of their interest in the data.

2. Nonpublic Data Not on Individuals

a. Definition: Nonpublic data not on individuals means data which is not public, but is accessible to the subject of the data, if any. As used here, the subject of the data means a person as defined in Section I.C., paragraph 10.

b. Data Not on Individuals is Nonpublic if:

- 1) A state statute or federal law classifies the data as not public, but accessible to the subject of the data, if any.
- 2) A Temporary Classification of data as nonpublic has been approved by the Commissioner of Administration.

c. Access: Nonpublic data not on individuals is accessible to:

- 1) The subject of the data, if any.
- 2) Personnel within the entity whose work assignment requires access as determined by the responsible authority or designee.
- 3) Individuals, entities, or persons authorized by statute or federal statute to gain access.
- 4) It is reasonable to conclude that access to the data should be limited to entities or persons who have the legal authority to do so, and to entity staff on a need-to-know basis, that a representative of the organization which is the subject of the data may access the nonpublic data and may consent to its release.
- 5) Pursuant to court order.
- 6) Individuals, entities, or persons as otherwise provided by law.

3. Protected Nonpublic Data Not on Individuals

a. Definition: Protected nonpublic data not on individuals means data which is

not public and not accessible to the subject of the data, if any. As used here, the subject data means a person as defined in Section I.C., paragraph 10.

b. Data Not on Individuals is Protected Nonpublic if:

- 1) A state statute or federal law classifies the data as not accessible to the public and not accessible to the data subject.
- 2) A Temporary Classification of government data as protected nonpublic has been approved by the Commissioner of Administration.

c. Access: Protected nonpublic data not on individuals is accessible to:

- 1) Personnel within the entity whose work assignment requires access as determined by the responsible authority or the designee.
- 2) Individuals, entities, or persons authorized by statute or federal law to gain access.
- 3) Pursuant to a court order.
- 4) Individuals, entities, or persons as otherwise provided by law.

C. SUMMARY DATA

1. **Definition:** Summary data means statistical records and reports derived from data on individuals, but in which the individuals are not identified and neither their identities nor other characteristics that could uniquely identify the individual is ascertainable.
2. **Data is Summary Data if:**
 - a. All data elements that could link the data to a specific individual have been removed; AND,
 - b. Any list of numbers or other data which could uniquely identify an individual is separated from the summary data and is not available to persons who gain access to or possess summary data.
3. **Access:** Unless classified by a Temporary Classification, summary data is public and may be requested by and made available to any individual or person, including a governmental entity.

D. DATA ON DECEDENTS

1. Private Data on Decedents

a. **Definition.** Upon death, private and confidential data on an individual shall become, respectively, private data on decedents and confidential data on decedents.

b. **Access:**

1) Access is available to the personal representative of the estate during the administration or if no personal representative, the surviving spouse, any child of the decedent, or if no spouse or children, to the parent of the decedent.

2) A trustee appointed in a wrongful death action also has access to appropriate private data on decedents concerning the data subject.

2. Confidential Data on Decedents.

a. **Definition.** Confidential data on decedents means data which, prior to the death of the data subject, was classified by statute, federal law, or temporary classification as confidential data.

b. **Access.** Access to the data is the same as access to confidential data on individuals.

c. The representative of the decedent may exercise all rights which are conferred by the Act on individuals who are the subjects of confidential data, in the case of confidential data on decedents.

3. Release of private data on a decedent or confidential data on a decedent may also be obtained from a court following the procedure outlined in the statute. Any person may bring an action in the district court located in the county where the data is being maintained or, in the case of data maintained by state agency, in any county, to authorize release of private data on decedents or confidential data on decedents. The court must examine the data and consider whether the harm to the surviving spouse, children, or next-of-kin of the decedent, the harm to any other individual identified in the data, or the harm to the public outweighs the benefit to the person bringing the action or the benefit of the public.

4. Private data on decedents and confidential data on decedents shall become public when ten years have elapsed from the actual or presumed death of the individual and 30 years have elapsed from the creation of the data. For purposes of this determination, an individual is presumed to be dead if either 90 years elapsed since the creation of the data, or 90 years have elapsed since the individual's birth,

whichever is earlier, except that an individual is not presumed to be dead if readily available data indicates that the individual is still living.

III. REQUEST FOR GOVERNMENT DATA

Refer to Section V, the Public Data Request form (see page 33-37), and/or Data Request by Subject of Data form (see page 38-43) when copies are requested. No fee shall be charged for the actual costs of retrieving data or for viewing data.

A. REQUEST FOR DATA - GENERAL - Upon request to the responsible authority or designee, an authorized person shall be permitted to inspect government data at reasonable times and places, and if the party requests, they shall be informed of the meaning of the data. If the data requested is public data, no form is necessary. Upon request, public data may be disclosed over the telephone.

Regardless of where the data originates, if it is in your possession, it is government data and subject to the access provisions of the law.

The Public Data Request form (see page 33-37) or Request by Subject of Data form (see page 38-43) shall be completed for all requests by the public for government data which is classified as other than public.

B. REQUESTS FOR DATA ON INDIVIDUALS BY THE DATA SUBJECT

1. Upon request and when access or copies are authorized, the designee shall provide copies of the private or public data on an individual to the subject of the data or authorized representative. See [Minn. R. 1205.0500](#) if data subject is a minor.
2. The designee shall comply immediately, if reasonably possible, or within ten (10) working days of the date of request, if immediate compliance is not reasonably possible.
3. After an individual has been shown the private data and informed of its meaning, the data need not be disclosed to that individual for six (6) months, unless a dispute or action is pending (concerning accuracy of data), or additional information has been obtained on that individual.

C. REQUESTS FOR SUMMARY DATA

1. Unless classified by a Temporary Classification, summary data derived from private or confidential data on individuals is public and the responsible authority or designee shall provide the summary data upon the written request of any individual or person.
2. Within ten (10) days of receipt of such request, the responsible authority or designee shall inform the requestor of the costs of preparing the summary data, if any.

3. The responsible authority or the designee shall:
 - a. Provide the summary data requested **OR**
 - b. Provide a written statement to the requestor describing a time schedule for preparing the requested data, including reasons for any delays; **OR**
 - c. Provide access to the requestor to the private or confidential data so that the requestor can compile the summary data. Such access will be provided only when the requestor signs a non-disclosure agreement (see page 27); **OR**
 - d. Provide a written statement to the requestor stating reasons why the requestor's access would compromise the private or confidential data.
4. A non-disclosure agreement (see page 27) is used to protect the confidentiality of government data when the requestor of the summary data prepares the summary by accessing private or confidential data on individuals. A non-disclosure agreement shall contain at least the following:
 - a. A general description of the private or confidential data which is being used to prepare summary data.
 - b. The purpose for which the summary data is being prepared.
 - c. A statement that the requestor understands that the requestor may be subject to the civil or criminal penalty provisions of the Act.
 - d. The signature of the requestor and the responsible authority, designee, or representative.

D. REQUESTS FOR GOVERNMENT DATA BY OTHER GOVERNMENT AGENCIES.

1. A responsible authority shall allow another responsible authority access to data classified as private, confidential, nonpublic, or protected nonpublic only when the access is authorized or required by state or federal statute.
2. An agency that supplies government data under this section may require the requesting agency to pay the actual cost of supplying the data when the requested data is not provided in the normal course of business and not required by state or federal statute.
3. In most cases, data shall have the same classification in the hands of the agency receiving it as it had in the agency providing it, unless the classification is required to change to meet judicial or administrative requirements. When practical and necessary, the agency providing the requested information shall indicate the classification of the information.

4. When practical and necessary, the requesting agency not listed on the Tennessee Warning (see page 28-29) shall obtain the informed consent (see page 30-31) from the data subject(s) for information classified as private or confidential.

E. HOW DATA PRACTICES APPLIES TO CONTRACTUAL LICENSING AND FUNDING RELATIONSHIP WITH GOVERNMENT ENTITIES.

1. Pursuant to MINN. STAT. § 13.05, subd. 6, if a person **receives not public data on individuals from a government entity because that person has a contract with that entity**, the person must administer the data in a manner that is consistent with the MGDPA.
2. Pursuant to MINN. STAT. § 13.05, subd. 11, if a private person **collects, receives, stores, uses, maintains or disseminates data because the person has a contract with a government entity to perform any of the entity's functions**, all of the data are subject to the requirements of the MGDPA and the contractor must comply with the MGDPA requirements. The contractor may be sued under Sec. 13.08, civil remedies. The contract must clearly inform the contractor of these responsibilities.
3. Pursuant to Minn. Stat. § 13.02, subd. 11, if the data is **collected by a nonprofit social services entity which performs services under contract to a government entity**, and the data is collected and used because of that contract, access to the data is regulated by the MGDPA.
4. If a third party is **licensed by a government entity and the licensure is conditioned upon compliance with the MGDPA, or if the party has another type of contract with a government entity**, the party is subject to the MGDPA to the extent specified in the contract or the licensing agreement.

IV. DATA REQUEST FORM (see page 33-37) AND DATA REQUEST FORM FOR SUBJECT OF DATA (see page 38-43)

- A. DATA REQUEST FORM (see page 33-37) AND DATA REQUEST FORM FOR SUBJECT OF DATA (see page 38-43).** These forms provide a record of the requestor identification information and the government data requested, as well as the action taken by the responsible authority, or the designee, and any financial transaction which occurs.
- B. WHEN COMPLETED.** The **Data Request form or Data Request form for Subject of Data should be completed for all** requests by the public for government data classified as private, confidential, nonpublic, and protected nonpublic and for all requests by other government agencies for which the not public data is not routinely shared or provided in the normal course of business.

V. FEES FOR COPIES OF GOVERNMENT DATA.

Pursuant to the Minnesota Government Data Practices Act and Aitkin County Board

resolution and unless otherwise provided for by federal law, state statute or rule, fees for copies of government data shall be determined by departments based on the costs of providing such service as set forth in Section V.E. Fees shall be reasonable and consistent. If the fee for fulfilling the request is greater than \$5.00, pre-payment shall be required.

NOTE: FEES SHALL NOT BE CHARGED TO THOSE INDIVIDUALS WHO ONLY WISH TO VIEW DATA.

NOTE: FEES MAY NOT BE CHARGED FOR SEPARATING PUBLIC FROM NONPUBLIC DATA.

A. COPIES PROVIDED AT NO CHARGE. When access is authorized, copies may be provided at no charge:

1. When another government agency or responsible authority requires or requests the record/document copies as part of the administration and management of an authorized program and the copies are usually provided as part of the normal course of business.
2. When records, documents, brochures, pamphlets, books, reports, or other similar publications are produced for free distribution to the public. A charge may be assessed if an individual request exceeds normal distribution.
3. When the court orders the requesting party to proceed in forma pauperis.

B. COPIES PROVIDED WITH CHARGE. When access is authorized, copies shall be provided at the applicable rate in the following circumstances:

1. Other government agencies or responsible authorities who require or request record documents or publication copies which are not usually provided or reproduced as part of the normal course of business.
2. Records, documents, brochures, pamphlets, books, reports, or other similar publications that are not normally provided or reproduced for distribution to the public.
3. Public data on individuals and public data not on individuals, particularly when the requestor is not the subject of the data.

C. COPYING FEES. Copying fees shall be charged in accordance with the Fee Schedule for those records, documents, and publications covered in Section B above.

1. When copies are mailed, postage costs shall be added to the rates listed in Appendix C, unless alternative arrangements have been made.

D. COLLECTION OF COPYING FEES. Fees shall be collected before releasing copies unless prior arrangements have been made.

E. FEE SCHEDULE. - See Appendix C

F. DISPOSITION OF FEES. Copying fees collected shall be deposited in the appropriate account with the county treasurer.

VI. ASSIGNMENT OF DESIGNEE.

The responsible authority may assign, in writing, one or more designees. The designee is the person in charge of individual files or systems containing government data and who receives and complies with the requests for government data. Additionally, the designee shall implement the provisions of the Act, the rules, and these guidelines and procedures as directed by the responsible authority. All duties outlined as duties of the responsible authority may be delegated to the designee.

VII. DUTIES OF THE RESPONSIBLE AUTHORITY OR DESIGNEE.

A. DATA INVENTORY

1. The responsible authority shall prepare an inventory containing the authority's name, title, address, and a description of each category of record, file, or process relating to private or confidential data on individuals maintained by the authority's government entity. Forms used to collect private and confidential data may be included in the inventory.
2. Data on elected officials classified as private or confidential under Minn. Stat. 13.43 for persons who are not elected officials is classified as though the elected official is subject to Minn. Stat. 13.43 except to the extent the classification is expressly inconsistent with the status of being a current or former elected county official.
3. The responsible authority shall update the inventory annually and make any changes necessary to maintain the accuracy of the inventory.
4. The responsible authority shall supply the document to the Commissioner of Administration, State of Minnesota, if requested by the Commissioner.

B. PROCEDURES FOR DISSEMINATION OF DATA.

1. The responsible authority shall ensure that each department establishes procedures to manage the dissemination of data. Collection, storage, use, and dissemination of private and confidential data shall be limited to what is necessary for the administration and management of programs authorized or mandated by the state, local governmental body, or the federal government.
2. Data cannot be collected, stored, used, or disseminated for any purpose other than the purpose stated to the individual when the data was originally collected unless:

- a. The data was collected prior to 1975, in which case the data can be used for the original purpose for which it was collected or for an additional purpose approved by the Commissioner of Administration.
- b. There is specific authorization for the use in state, local, or federal law.
- c. The additional use has been approved by the Commissioner of Administration, as necessary, to carry out a function designated by law.
- d. The individual data subject has given an informed consent for the additional use of the data (see Informed Consent, Section IX., subd. C).

C. DATA PROTECTION.

The responsible authority shall establish procedures to assure that all data on individuals is accurate, complete, and current for the purpose for which it was collected, and establish appropriate security safeguards for all records containing data on individuals.

VIII. ACCESS TO GOVERNMENT DATA

A. WHO CAN MAKE A DATA REQUEST?

Anyone may exercise the right to access public government data by making a data request.

B. TO WHOM MUST A DATA REQUEST BE MADE?

1. A data request must be made to the responsible authority or to the appropriate designee(s).
2. The responsible authority for an entity must prepare summary data upon the request of any person if the request is in writing and the requestor pays for the cost to prepare the data.
3. The responsible authority may delegate the preparation of summary data to anyone outside of the entity, including the requestor, if
 - a. That person's purpose is set forth in writing and the person agrees not to release any of the private or confidential data used to prepare the summary data; and
 - b. If the entity reasonably determines that the access will not compromise private or confidential data on individuals.
4. The entity may require the requestor to prepay the cost of preparing summary data.

IX. RIGHTS OF DATA SUBJECT

A. TENNESSEN WARNING - Rights of Subjects of Data (see page 28-29)

1. Except for law enforcement investigations, every department that collects private and confidential data from an individual concerning that individual shall, prior to collecting the data, inform the individual of their rights as a subject of data. The notice must be given whenever:
 - a. A government *entity requests* data;
 - b. The data is requested from an *individual*;
 - c. The data requested are *private or confidential*; **and**,
 - d. The data is *about the individual* from whom it is requested.

All four of these conditions must be present before a Tennesen warning notice (see page 28-29) must be given. These rights are referred to as the Tennesen Warning.

A Tennesen Warning is not required when private and confidential data is collected from an individual who is not the subject of the data.

2. The Tennesen Warning consists of the following information that must be communicated to the individual from whom private or confidential data concerning the individual is collected.
 - a. The purpose and intended use of the data. This is why the data are requested and how they will be used within the collecting entity.
 - b. Whether the individual may refuse, or is legally required to supply the data. The subject has the right to know whether or not she/he is required by law to provide the data requested.
 - c. Any consequences to the individual of either supplying or refusing to supply the data. The entity is required to state the consequences known to the entity at the time when the notice is given; **and**
 - d. The identity of other persons or entities that are authorized by law to receive the data. The notice must specifically identify recipients that are known to the entity at the time the notice is given.

NOTE: In accordance with the Federal Privacy Act of 1974, any federal, state, or local agency which requests an individual to disclose their social security account number shall inform that individual whether that disclosure is mandatory or voluntary, by what statutory or other authority such number is

solicited, and what uses will be made of it.

3. Tennessean Warnings may be either oral or written.
 - a. An oral communication. This is not the preferred method of communicating the Tennessean Warning. However, it may be necessary under some circumstances. If an oral communication is necessary, the specific language communicated must be in written form and contained in the departmental data practices procedures and the situation documented.
 - b. A written communication requiring the signature of the data subject (i.e., a signature attesting that the individual from whom private or confidential data is collected has read and understands their rights pertaining to the requested data). The Tennessean Warning may be included on the form that collects the private or confidential data.
4. A sample format for a Notice of Rights Tennessean Warning is on page 29.

B. NOTIFICATION TO MINORS

A minor has the right to request that the entity withhold private data about her/him from the parent or guardian. The entity may require that the request be in writing. A written request must include the reasons for withholding the data from the parents and must be signed by the minor.

Upon receipt of the request, the responsible authority must determine whether honoring the request is in the best interests of the minor. The responsible authority must consider, at a minimum:

1. Whether the minor is old and mature enough to explain the reasons for the request and to understand the consequences of making the request;
2. Whether denying access to the data may protect the minor from physical or emotional harm;
3. Whether there is a reason to believe that the minor's reasons for denying access to the parent(s) are reasonably accurate; and
4. Whether the nature of the data is such that disclosing the data to the parents could lead to physical or emotional harm to the minor. [Minn. Rule 1205.0500](#) contains the procedures for the release of data about minors.

C. INFORMED CONSENT (see page 30-31)

1. Private data on individuals may be used by and disseminated to any individual or person by the responsible authority, or the designee, if the individual subject or subjects of the data have given their informed consent.

NOTE: Informed consent cannot authorize a new purpose or a new use of confidential data on individuals.

2. Private data may be used by and disseminated to any entity (e.g., political subdivision, government agency, etc.) if the individual subject or subjects have given their informed consent.
3. All informed consents shall be in writing. (See page 30-31)
4. Informed consent shall not be deemed to have been given by an individual subject of the data by the signing of any statement authorizing any person or agency to disclose information about the individual to an insurer or its authorized representative, unless the statement is:
 - a. In plain language;
 - b. Dated;
 - c. Specific in designating the particular persons or agencies the data subject is authorizing to disclose information about the data subject;
 - d. Specific as to the nature of the information the subject is authorizing to be disclosed;
 - e. Specific as to the persons or agencies to whom the subject is authorizing information to be disclosed;
 - f. Specific as to the purpose or purposes for which the information may be used by any of the parties named in clause (e), both at the time of the disclosure and at any time in the future; and
 - g. Specific as to its expiration date which should be within a reasonable period of time, not to exceed one year, except in the case of authorizations given in connection with applications for life insurance or noncancellable or guaranteed renewable health insurance and identified as such, two years after the date of the policy.
5. The informed consent for the disclosure of alcohol and drug abuse patient records may be made only if the consent is in writing and expressly states the fact that the request is for alcohol or drug abuse patient records. It should contain the following:
 - a. The name of the program which is to make the disclosure;
 - b. The name or title of the person or organization to which disclosure is to be made;
 - c. The name of the patient;

- d. The purpose or nature of information to be disclosed;
- e. The extent or nature of information to be disclosed;
- f. A statement that the consent is subject to revocation at any time, except to the extent that action has been taken in reliance thereon, and a specification of the data, event, or condition upon which it will expire without express revocation;
- g. The date on which the consent is signed; and
- h. The signature of the patient and, when required, of a person authorized to give consent.

6. A sample format is on page 31.

D. PROCEDURES FOR COMPLYING WITH DATA REQUESTS FROM AN INDIVIDUAL

The responsible authority shall ensure that each department establishes procedures to comply with requests for government data in an appropriate and prompt manner.

1. Upon request to the responsible authority, an individual shall be informed whether they are the subject of stored data on individuals, and whether it is classified as public, private, or confidential.
 - a. The responsible authority shall provide access to the private or public data upon request by the individual subject of the data.
 - b. An individual may contest the accuracy, current status, or completeness of public or private data. If the individual notifies the responsible authority in writing as to the nature of the disagreement with the data, the responsible authority shall, within 30 days, either correct the data and attempt to notify past recipients of inaccurate, incomplete, or out of date data, including recipients named by the individual, or notify the individual that the responsible authority believes the data to be correct. Subsequently, data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
2. The responsible authority shall prepare a public document, setting forth in writing the rights of the data subject and specific procedures in effect in the county for access by the data subject to public or private data on individuals.
 - a. When a request is denied, the responsible authority must inform the requestor orally at the time of the request, and in writing, as soon thereafter as possible, and shall cite the statute, temporary classification, or federal law on which the determination is based.

- b. The responsible authority shall require the requestor to pay the actual costs of making and certifying copies of the data requested, except those exempted in Section V., subd. A. The requestor may not be charged for separating private or confidential data from public data.
- c. The responsible authority shall inform the requestor of the data's meaning, if asked to do so.

E. IF AN ENTITY DETERMINES THAT CHALLENGED DATA ARE ACCURATE AND/OR COMPLETE, AND THE DATA SUBJECT DISAGREES WITH THAT DETERMINATION, THE SUBJECT HAS THE RIGHT TO APPEAL THE ENTITY'S DETERMINATION TO THE COMMISSIONER OF ADMINISTRATION.

1. The subject has the right to take this step *only* after both the subject and the entity have properly completed all the steps in the data challenge process. The subject may appeal only the entity's determination about the accuracy and/or completeness of data.
2. The requirements for filing an appeal are set out at [Minnesota Rules Section 1205.1600](#).
3. Procedure when data is not accurate or complete.
 - a. An individual subject of the data may contest the accuracy or completeness of public or private data. To exercise this right, an individual shall notify, in writing, the responsible authority describing the nature of the disagreement. The responsible authority shall, within 30 days, either:
 - 1) Correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or
 - 2) Notify the individual that the authority believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data.
4. The determination of the responsible authority may be appealed pursuant to the provisions of the Administrative Procedure Act, [MINN. STAT. § 14.57 to 14.62](#) and [Minn. R. 1205.1600](#), relating to contested cases. Upon receipt of an appeal by an individual, the commissioner of administration shall, before issuing the order and notice of a contested case hearing required by [Chapter 14](#), try to resolve the dispute through education, conference, conciliation, or persuasion. If the parties consent, the commissioner may refer the matter to mediation. Following these efforts, the commissioner shall dismiss the appeal or issue the order and notice of hearing.

- a. Data on individuals that have been successfully challenged by an individual must be completed, corrected, or destroyed by a state government entity without regard to the requirements of [Section 138.17](#).
- b. After completing, correcting, or destroying successfully challenged data, a state agency, political subdivision, or statewide system may retain a copy of the Commissioner of Administration's order issued under [Chapter 14](#) or, if no order were issued, a summary of the dispute between the parties that does not contain any particulars of the successfully challenged data.

X. ROLE OF THE COMMISSIONER OF ADMINISTRATION.

- A. Pursuant to [Section 13.06, subdivision 6a](#), the Commissioner of the Minnesota Department of Administration is given the authority to approve new uses and disseminations of private and confidential data on individuals.
- B. [Section 13.06](#) of the Minnesota Government Data Practices Act (MGDPA) gives to the Commissioner certain powers with regard to approving temporary classifications of data.
- C. [Section 13.072](#) of the MGDPA gives the Commissioner authority to issue advisory opinions concerning the rights-of-data-subjects and the classification of government data. Commissioner's opinions may be found on the World Wide Web at www.ipad.state.mn.us

XI. CONSEQUENCES FOR NOT COMPLYING WITH THE MGDPA.

- A. Pursuant to [Section 13.08](#) of the MGDPA, a government entity may be sued for violating any of the Act's provisions.
- B. [Section 13.09](#) provides criminal penalties and disciplinary action as extreme as dismissal from public employment, for anyone who willfully (knowingly) violates a provision of the MGDPA.

XII. WHERE MORE INFORMATION CAN BE FOUND.

- A. *Government entities always must look to their legal advisor(s) for guidance and legal advice on data practices issues.* Only the legal advisor for an entity has the authority and responsibility to provide specific legal advice about the provisions of the MGDPA, and other laws, as they relate to that entity.
 - 1. [Minnesota Statutes Chapter 13](#) (the MGDPA) may be found on the website of the Revisor of Statutes at: www.leg.state.mn.us/leg/statutes.asp.
 - 2. [Minnesota Rules, Chapter 1205](#), The Rules Governing Data Practices, promulgated by the Minnesota Department of Administration, also may be found at the website of the Revisor of Statutes at: www.revisor.leg.state.mn.us/arule/1205.

AITKIN COUNTY

Non-Disclosure Agreement

1. General description of the private or confidential data which is being used to prepare summary data:

2. Purpose for which summary data is being prepared:

3. I, _____, representing _____
have requested the data described above and for the purposes stated and fully understand that I may be subject to the civil or criminal penalty provision of the Minnesota Data Practices Act in the event that the private or confidential data is disclosed.

[Minn. Stat. § 13.09](#). Any person who willfully violates the provisions of [Minnesota Statutes Chapter 13](#), or any rules adopted or regulation promulgated there under is guilty of a misdemeanor. Any willful violation of [Minnesota Statutes Chapter 13](#) by any public employee constitutes just cause for suspension without pay or dismissal of the public employee.

Requestor of Data

Date

Responsible Authority/Designee

Date

**THE NOTICE OF RIGHTS TENNESSEN WARNING
INSTRUCTION GUIDE**

Minnesota Statutes Section 13.04, subdivision 2

<p>The notice must be given when:</p>	<ol style="list-style-type: none"> 1. An individual 2. Is asked to supply 3. Private or confidential data 4. Concerning self <p>All four conditions must be present to trigger the notice requirement.</p>
<p>Statements must be included from the individual that inform the individual:</p>	<ul style="list-style-type: none"> • Why the data is being collected and how the entity intends to use the data; • Whether the individual may refuse or is legally required to supply the data; • Any consequences to the individual of either supplying or refusing to supply the data; and • The identity of other persons or entities authorized by law to receive the data.
<p>Consequences of giving the notice are:</p>	<p>Private or confidential data on individuals may be collected, stored, used, and released as described in the notice without liability to the entity.</p>
<p>Consequences on <i>not</i> giving the notice are:</p>	<p>Private or confidential data on individuals cannot be collected, stored, used, or released for any purposes other than those stated in the notice unless:</p> <ul style="list-style-type: none"> • The individual subject of the data gives informed consent; • The Commissioner of Administration gives approval; or • A state or federal law subsequently authorizes or requires the new use or release.

**“NOTICE OF RIGHTS”
SAMPLE FORMAT FOR TENNESSEN WARNING**

In accordance with the Minnesota Government Data Practices Act, Aitkin County is required to inform you of your rights as they pertain to the private information collected from you. Your personal information we collect from you is private. Access to this information is available only to you and the agency collecting the information and other statutorily authorized agencies, unless you or a court authorize its release.

The Minnesota Government Data Practices Act requires that you be informed that the following information, which you are asked to provide, is considered private.

The purpose and intended use of the requested information is:

Authorized persons or agencies with whom this information may be shared include:

Furnishing the above information is voluntary, but refusal to supply the requested information will mean:

Name

Date

[MINN. STAT. § 13.04\(2\)](#)

INFORMED CONSENT INSTRUCTION GUIDE

- A. Enter the complete name and address of the entity that maintains the information. Include any relevant program names, staff names, titles and telephone numbers.
- B. Identify, as specifically as possible, the reports, record names, or types of information or records that will be released.
- C. Identify the entity or agencies to which the information will be released. Include the name and address of the entity. Include relevant staff names and titles. Be specific.
- D. Describe specifically and completely the purpose(s) for seeking the client's informed consent and the new use(s) to which the information will be put.
- E. Describe specifically and completely the known consequences of releasing the information.

Describe specifically and completely the known consequences of *not* releasing the information.
- G. Instruct the person to sign the consent and enter the date on which the consent is signed.
- H. As a general rule, a parent or guardian's signature should be obtained when the subject is under the age of 18 or has a legally appointed guardian; however, specific requirements for obtaining consent to release data in these circumstances vary. **Instructions for completing this portion of the form within your particular entity should be developed in consultation with the County Attorney's office.**

INFORMED CONSENT FOR THE RELEASE OF INFORMATION

I, _____

(Name of individual authorizing release)

authorize

_____ *(Name of individual, entity, or person holding record)*

to disclose
to

_____ *(Name of individual, entity, or person to receive the information)*

the following information:

for the purpose of:

I understand that my records are protected under state and/or federal privacy laws and cannot be disclosed without my written consent unless otherwise provided for by state or federal law. I understand that once this data is released that it may be subject to further disclosure without my written consent. I also understand that I may revoke this consent at any time except to the extent that action has been taken in reliance on it and that in any event, this consent expires automatically in one year or as described below, whichever is earlier.

Specification of the date or condition upon which this consent expires:

Executed
this _____ day of _____, 20____ .

(Signature of individual authorizing release)

(Signature of witness)

(Signature of parent, guardian, or authorized representative, when required)

DATA PRACTICES NOTICE

I have been subpoenaed to testify before this court. I have been advised by the Office of the Aitkin County Attorney to provide the following information to the Court.

“The data I have been requested to provide includes data which is classified as private data as defined by Minn. Statute Chapter 13, the Minnesota Government Data Practices Act. Pursuant to [Minnesota Statute 13.03](#) and [Minnesota Rule 1205.0100, Subp. 5](#), the Court’s attention is called to this classification. The Data Practices Act requires that I may disclose this data only if the data subject has given written consent, a statute allows disclosure, or a court orders disclosure. If this court orders me to provide this private data, I will do so.”

AITKIN COUNTY

PUBLIC DATA REQUEST FORM (APPENDIX A)

Right to Access Public Data

According to the Data Practices Act (Minnesota Statutes, Chapter 13), all government data are presumed to be public unless a state or federal law says otherwise. Government data is a term that means all the recorded information a government entity has, including paper, email, CDROMs, photographs, etc.

The Data Practices Act also provides that Aitkin County must keep all government data in a way that makes it easy for you, as a member of the public, to access. You have the right to look at all public data that we keep, free of charge; to get copies of public data, for which the Data Practices Act allows us to charge; and to look at the data, free of charge, before deciding to request copies.

How to Make a Data Request

To look at data or request copies of data that Aitkin County keeps, you must make a request directly to the department that maintains the data you are requesting. You may make your request by phone; or by mail, fax, or email using the Data Request Form (attached).

If you choose not to use the data request form, your request should include the following:

- State that you, as a member of the public, are making a request for data under the Data Practices Act, Minnesota Statutes, Chapter 13;
- Indicate whether you would like to look at the data, get copies of the data, or both; and
- Provide a clear description of the data you would like to inspect or have copied.

Aitkin County cannot require you, as a member of the public, to identify yourself or explain the reason for your data request. However, depending on how you want us to process your request (if, for example, you want us to mail you copies of data), we may need some information about you, such as your name and address. If you choose not to give us any identifying information, we will provide you with contact information so you may check on the status of your request. However, please keep in mind that if we do not understand your request and have no way to contact you, we will not be able to begin processing your request.

How We Respond to a Data Request

Upon receiving your request, we will begin to process it.

- If we do not have the data, we will notify you as soon as reasonably possible.
- If we have the data, but the data are not public, we will notify you as soon as reasonably possible, and state which specific law says the data are not public.
- If we have the data, and the data are public, we will respond to your request appropriately and within a reasonable amount of time, by doing one of the following:
 - arrange a date, time, and place for you to inspect data, at no charge, if your request is to look at the data, or
 - provide you with copies of the data as soon as reasonably possible. You may choose to pick up your copies, or we will mail or fax them to you. If you want us to send you the copies, you will need to provide us with an address or fax number. We will provide electronic copies (such as email or CD-ROM), upon request, if we keep the data in electronic format. Information about copy charges can be found in the County's current fee schedule, located on the County website. If the fee for fulfilling the request is greater than \$5.00, pre-payment shall be required.

If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please contact the person who provided it, so that he/she can explain it.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents in response to your request.) If we do agree to create data for you, we will work with you on the details of your request, including cost and response time.

Requests for Summary Data

Summary data are statistical records or reports that are prepared by removing all identifying information from private or confidential data on individuals. The preparation of summary data is not a means to gain access to private or confidential data. Aitkin County will prepare summary data if you make your request in writing – you may use the Data Request Form attached – and pay for the cost of creating the data. We will respond within ten business days of receiving your written request with details of when the data will be ready, and how much we will charge for the data.

Data Practices Contacts

The following table provides contact information for the individuals who are responsible for responding to requests for data. The Responsible Authority is the individual responsible for establishing and overseeing data access processes. The Data Practices Compliance Official is the individual to whom questions about, or problems related to, data practices should be directed.

Office	Responsible Authority, Data Practices Compliance Official and Designees
County Attorney	Jim Ratz, County Attorney <i>Designee: Lisa Rakotz, Sr. Assistant County Attorney</i> 209 2 nd Street NW, Room 268, Aitkin, MN 56431 218-927-7347; Fax 218-927-7365 jratz@co.aitkin.mn.us
County Auditor	Kirk Peysar, County Auditor <i>Designee: Kathleen Ryan, CFO</i> 307 2 nd Street NW, Room 121, Aitkin, MN 56431 218-927-7354; Fax 218-927-7324 kpeysar@co.aitkin.mn.us
County Recorder	Tara Snyder, County Recorder <i>Designee: Tara Snyder, Chief Deputy Recorder</i> 307 2 nd Street NW, Room 122, Aitkin, MN 56431 218-927-7336; Fax 218-927-7324 mick.moriarty@co.aitkin.mn.us tara.snyder@co.aitkin.mn.us
County Treasurer	Lori Grams, County Treasurer <i>Designee: Julie Hughes, Chief Deputy Treasurer</i> 307 2 nd Street NW, Room 119, Aitkin, MN 56431 218-927-7325; Fax 218-927-7357 lgrams@co.aitkin.mn.us
Sheriff	Dan Guida, County Sheriff <i>Designee: Heidi Lenk, Undersheriff</i> 218 1 st Street NW, Aitkin, MN 56431 218-927-7435; Fax 218-927-7359 dguida@co.aitkin.mn.us
All other County offices	<i>Responsible Authority and Data Practices Compliance Official:</i> Jessica Seibert, County Administrator 307 2 nd Street NW, Room 310, Aitkin, MN 56431 218-927-3093; Fax 218-927-7374 jessica.seibert@co.aitkin.mn.us

All other County offices, cont.

Designees:

Assessor's Office

Mike Dangers, County Assessor
307 2nd Street NW, Room 120, Aitkin, MN 56431
218-927-7327, Fax 218-927-7379
mike.dangers@co.aitkin.mn.us

Community Corrections

Kami Genz, Director
209 2nd Street NW, Room 178, Aitkin, MN 56431
218-927-7281, Fax 218-927-2142
kami.genz@co.aitkin.mn.us

Environmental Services / Planning & Zoning Department

Andrew Carlstrom, Environmental Services Director
307 2nd Street NW, Room 219, Aitkin, MN 56431
218-927-7342; Fax 218-927-4372
andrew.carlstrom@co.aitkin.mn.us

Economic Development

Mark Jeffers, Economic Development Coordinator
307 2nd Street NW, Room 316, Aitkin, MN 56431
218-927-7305; Fax 218-927-7374
Mark.Jeffers@co.aitkin.mn.us

Health and Human Services Department

Sarah Pratt, HHS Director
204 1st Street NW, Aitkin, MN 56431
218-927-7200; Fax 218-927-7461
~~cynthia.bennett@co.aitkin.mn.us~~ sarah.pratt@co.aitkin.mn.us

Highway Department

John Welle, County Engineer
1211 Air Park Drive, Aitkin, MN 56431
218-927-3741; Fax 218-927-2356
jwelle@co.aitkin.mn.us

Human Resources Department

Bobbie Danielson, HR Director
307 2nd Street NW, Room 312, Aitkin, MN 56431
218-927-7306; Fax 218-927-7374
bobbie.danielson@co.aitkin.mn.us

Information Technology

Chris Sutch, IT Manager
209 2nd Street NW, Room 162, Aitkin, MN 56431
218-927-7318; Fax 218-927-7369
chris.sutch@co.aitkin.mn.us

All other County offices, cont.	<p><u>Land & Parks Department and Long Lake Conservation Center</u> Dennis Thompson, Land Commissioner 502 Minnesota Avenue North, Aitkin, MN 56431 218-927-7364; Fax 218-927-7249 rich.courtemanche@ dennis.thompson@co.aitkin.mn.us</p> <p><u>Veterans Services Office</u> Penny Harms, Veterans Services Officer 307 2nd Street NW, Room 114, Aitkin, MN 56431 218-927-7320; Fax 218-927-7309 penny.harms@co.aitkin.mn.us</p>
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AITKIN COUNTY

DATA REQUEST FORM
Members of the Public

Date of request: _____

I am requesting access to data in the following way:

Inspection Copies Both inspection and copies

Note: Inspection is free, but there is a charge for copies. If the fee for fulfilling the request is greater than \$5.00, pre-payment shall be required.

These are the data I am requesting:

Note: Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

Contact Information:

Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone number: _____ Email: _____

Note: You do not have to provide any of the above contact information. However, if you want us to mail your requested data, we will need some type of contact information. In addition, if we do not understand your request and need to get clarification from you, without contact information, we will be unable to begin processing your request.

Aitkin County will respond to your request as soon as reasonably possible.

<i>(For office use)</i>	
Department /Division:	Request handled by / Ext.:
Method of response:	
Charges:	
Amt Due:	Received by / Ext.:

Additional Information:

AITKIN COUNTY

DATA REQUEST BY SUBJECT OF DATA (APPENDIX B)

Data about You

According to the Data Practices Act (Minnesota Statutes, Chapter 13), data subjects have certain rights related to a government entity collecting, creating, and keeping government data about them. You are the subject of data when you can be identified from the data. Government data is a term that means all recorded information a government entity has, including paper, email, CDROMs, photographs, etc.

Classifications of Data about You

The Data Practices Act presumes that all government data are public, unless a state or federal law says otherwise. Data that is about you may be classified by state law as public, private, or confidential.

Public data: We must give public data to anyone who asks for it (e.g., the assessed value of your home is public data).

Private data: We cannot give private data to the general public, but you may have access when the data is about you (e.g., your Social Security number is private data). We may share your private data with you, with someone who has your written permission, with Aitkin County staff who need the data to perform an official function or duties, and as otherwise permitted by law or required by court order.

Confidential data: Confidential data have the most protection. Neither the public nor you can get access even when the confidential data are about you (e.g., if you register a complaint with a government entity concerning violations of state laws or local ordinances concerning the use of real property, your identity is confidential). We may share confidential data about you with Aitkin County staff who need the data to perform an official function or duty, and with others as permitted by law or court order. We cannot give you access to confidential data about you.

Your Rights under the Data Practices Act

Aitkin County must keep all government data about you in a way that makes it easy for you to access. We can collect and keep only that data about you that we need for administering and managing programs that are permitted by law.

As a data subject, you have the right to look at the public and private data that we keep about you, free of charge; the right to get copies of public and private data about you, for which the Data Practices Act allows us to charge an appropriate fee; and the right to look at data, free of charge, before deciding to request copies. If you ask, we will tell you whether we keep data about you and whether the data are public, private, or confidential.

As a parent, you have the right to look at and get copies of public and private data about your minor children (under the age of 18). As a legally appointed guardian, you have the right to look at and get copies of public and private data about an individual for whom you are appointed guardian. Minors have the right to ask Aitkin County not to give data about them to their parent(s) or guardian. If you are a minor, we will tell you that you have this right. We will ask you to put your request in writing and to include the reasons why we should deny your parents/guardian access to the data. Aitkin County will make the final decision about your request based on your best interests.

The Data Practices Act requires us to protect your data. We have established appropriate safeguards to ensure that your data are safe.

When we ask you to provide data about yourself that are not public, we must give you a data privacy notice (sometimes referred to as a Tennessee warning). This notice controls what we do with the data that we collect from you. Usually, we can use and release the data only in the ways described in the notice.

We will ask for your written permission if we need to use or release private data about you in a different way, or if you ask us to release the data to another person. If you want us to release data to another person, written authorization to do so must be provided to us.

When your data are inaccurate and/or incomplete, you have the right to challenge the accuracy and/or completeness of public and private data about you. You also have the right to appeal our decision. If you are a minor, your parent or guardian has the right to challenge the accuracy or completeness of data about you.

How to Make a Data Request

To look at data or request copies of data that Aitkin County keeps, you must make a written request directly to the department who maintains the data you are requesting. You may make your written request for data by mail, fax, or email, using the Data Request Form (copy attached).

If you choose not to use the Data Request Form, your written request must include:

- A statement that you are making a request for data under the Data Practices Act, Minnesota Statutes, Chapter 13, as a data subject, or as the parent/guardian of the data subject;
- Whether you would like to look at the data, get copies of the data, or both;
- A clear description of the data you would like to inspect or have copied; and
- Identifying information that proves you are the data subject, or the data subject's parent/guardian, as listed below.

Standards for Verifying Identity

- An **adult individual** must provide a valid photo ID, such as a state driver's license, a military ID, a passport, a state ID, or a state tribal ID
- A **minor individual** must provide a valid photo ID, such as a state driver's license, a military ID, a passport, a state ID, a state tribal ID, or a state school ID
- The **parent or guardian of a minor** must provide a valid photo ID *and either* a certified copy of the minor's birth certificate *or* a certified copy of documents that establish the parent or guardian's relationship to the child, such as: a court order relating to divorce, separation, custody, or foster care; a foster care contract; or an affidavit of parentage
- The **legal guardian for an individual** must provide a valid photo ID *and* a certified copy of appropriate documentation of formal or informal appointment as guardian, such as court order(s) or valid power of attorney
- An **attorney** requesting information on your behalf must send a request on his/her letterhead along with your express written consent; the request should be signed by both you and the attorney

Note: Individuals who do not exercise their data practices rights in person must provide *either* notarized or certified copies of the documents that are required *or* an affidavit of ID. (*This requirement does not apply to attorneys requesting data on your behalf.*)

How We Respond to a Data Request

Upon receiving your written request, we will begin to process it. If it is not clear what data you are requesting, we will ask you for clarification. If we do not have the data, we will notify you within 10 business days. If we have the data but the data are confidential, we will notify you within 10

business days, and state which specific law says you cannot access the data. If we have the data, and the data are public or private data about you, we will respond to your request within 10 business days. If your request is to look at the data, we will arrange a date, time, and place to inspect data.

After we have provided you with access to data about you, we do not have to show you the same data again for 6 months, unless there is a dispute or we collect or create new data about you. If you do not understand some of the data (technical terminology, abbreviations, or acronyms), please contact the person who provided it, so that he/she can explain it.

The Data Practices Act does not require us to create or collect new data in response to a data request, or to provide data in a specific form or arrangement if we do not keep the data in that form or arrangement. (For example, if the data you request are on paper only, we are not required to create electronic documents in response to your request.) If we do agree to create data for you, we will work with you on the details of your request, including cost and response time.

Charges for Copies of Data

We may only charge you the actual cost of making copies of data about you. This charge may include the following: employee time* to prepare and make copies (i.e. removing staples and paper clips, sorting data, labeling data, taking data to a copier and actually producing copies); actual cost of media used (e.g., paper, CD ROMs, DVDs, etc.); and mailing costs if you request the copies be mailed to you. We *may not* charge you the cost of searching for and retrieving the data, redacting confidential data or private data about others from your data, or sorting of data that is not necessary for copying of your data. The amount that is charged will be the same regardless of whether the request is made by you as the data subject, your parent/guardian, or by a representative to whom you have granted authorization to access your data.

* Employee time is calculated based upon the average wage of the lowest-paid Aitkin County employee who could complete the tasks necessary, plus the base cost of insurance benefits for that employee.

Data Practices Contacts

The following table provides contact information for the individuals who are responsible for responding to requests for data. The Responsible Authority is the individual responsible for establishing and overseeing data access processes. The Data Practices Compliance Official is the individual to whom questions about, or problems related to, data practices should be directed.

Office	Responsible Authority, Data Practices Compliance Official and Designees
County Attorney	Jim Ratz, County Attorney <i>Designee: Lisa Rakotz, Sr. Assistant County Attorney</i> 209 2 nd Street NW, Room 268, Aitkin, MN 56431 218-927-7347; Fax 218-927-7365 jratz@co.aitkin.mn.us
County Auditor	Kirk Peysar, County Auditor <i>Designee: Kathleen Ryan, CFO</i> 307 2 nd Street NW, Room 121, Aitkin, MN 56431 218-927-7354; Fax 218-927-7324 kpeysar@co.aitkin.mn.us
County Recorder	Tara Snyder, County Recorder <i>Designee: Tara Snyder, Chief Deputy Recorder</i> 307 2 nd Street NW, Room 122, Aitkin, MN 56431 218-927-7336; Fax 218-927-7324 mick.moriarty@co.aitkin.mn.us tara.snyder@co.aitkin.mn.us
County Treasurer	Lori Grams, County Treasurer <i>Designee: Julie Hughes, Chief Deputy Treasurer</i> 307 2 nd Street NW, Room 119, Aitkin, MN 56431 218-927-7325; Fax 218-927-7357 lgrams@co.aitkin.mn.us
Sheriff	Dan Guida, County Sheriff <i>Designee: Heidi Lenk, Undersheriff</i> 218 1 st Street NW, Aitkin, MN 56431 218-927-7435; Fax 218-927-7359 dguida@co.aitkin.mn.us
All other County offices	<p><i>Responsible Authority and Data Practices Compliance Official:</i> Jessica Seibert, County Administrator 307 2nd Street NW, Room 310, Aitkin, MN 56431 218-927-3093; Fax 218-927-7374 jessica.seibert@co.aitkin.mn.us</p> <p><i>Designees:</i></p> <p><u>Assessor's Office</u> Mike Dangers, County Assessor 307 2nd Street NW, Room 120, Aitkin, MN 56431 218-927-7327, Fax 218-927-7379 mike.dangers@co.aitkin.mn.us</p> <p><u>Community Corrections</u> Kami Genz, Director 209 2nd Street NW, Room 178, Aitkin, MN 56431 218-927-7281, Fax 218-927-2142 kami.genz@co.aitkin.mn.us</p>

<p>All other County offices, cont.</p>	<p><u>Environmental Services / Planning & Zoning Department</u> Andrew Carlstrom, Environmental Services Director 307 2nd Street NW, Room 219, Aitkin, MN 56431 218-927-7342; Fax 218-927-4372 andrew.carlstrom@co.aitkin.mn.us</p> <p><u>Economic Development</u> Mark Jeffers, Economic Development Coordinator 307 2nd Street NW, Room 316, Aitkin, MN 56431 218-927-7305; Fax 218-927-7374 Mark.Jeffers@co.aitkin.mn.us</p> <p><u>Health and Human Services Department</u> Sarah Pratt, HHS Director 204 1st Street NW, Aitkin, MN 56431 218-927-7200; Fax 218-927-7461 cynthia.bennett@co.aitkin.mn.us sarah.pratt@co.aitkin.mn.us</p> <p><u>Highway Department</u> John Welle, County Engineer 1211 Air Park Drive, Aitkin, MN 56431 218-927-3741; Fax 218-927-2356 jwelle@co.aitkin.mn.us</p> <p><u>Human Resources Department</u> Bobbie Danielson, HR Director 307 2nd Street NW, Room 312, Aitkin, MN 56431 218-927-7306; Fax 218-927-7374 bobbie.danielson@co.aitkin.mn.us</p> <p><u>Information Technology</u> Chris Sutch, IT Manager 209 2nd Street NW, Room 162, Aitkin, MN 56431 218-927-7318; Fax 218-927-7369 chris.sutch@co.aitkin.mn.us</p> <p><u>Land & Parks Department and Long Lake Conservation Center</u> Dennis Thompson, Land Commissioner 502 Minnesota Avenue North, Aitkin, MN 56431 218-927-7364; Fax 218-927-7249 rich.courtemanche@co.aitkin.mn.us dennis.thompson@co.aitkin.mn.us</p> <p><u>Veterans Services Office</u> Penny Harms, Veterans Services Officer 307 2nd Street NW, Room 114, Aitkin, MN 56431 218-927-7320; Fax 218-927-7309 penny.harms@co.aitkin.mn.us</p>
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AITKIN COUNTY

DATA REQUEST FORM
Subject of Data

Date of request: _____

I am requesting access to data in the following way:

Inspection Copies Both inspection and copies

Note: Inspection is free, but there is a charge for copies. If the fee for fulfilling the request is greater than \$5.00, pre-payment shall be required.

These are the data I am requesting:

Note: Describe the data you are requesting as specifically as possible. If you need more space, please use the back of this form.

To request data as a data subject, you must show a valid state ID, such as a driver's license, military ID, or passport as proof of identity. To request data on behalf of the data subject, you must present proper written permission granting you such access.

Data Subject Name: _____

Address: _____

Phone number: _____ Email: _____

Parent/Guardian Name (if applicable): _____

Signature of Data Subject or Parent/Guardian: _____

Aitkin County will respond to your request within 10 days.

<i>(For office use)</i>	
ID provided:	
Department name:	Request handled by:
Method of response:	
Charges:	
Amt Due:	Received by:
Notes	



Board of County Commissioners Agenda Request

9B
Agenda Item #

Requested Meeting Date: July 25, 2023

Title of Item: 2nd Quarter 2023 Budget Review

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <small>*provide copy of hearing notice that was published</small>	<input type="checkbox"/> Direction Requested <input checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
Submitted by: Jessica Seibert		Department:
Presenter (Name and Title): Jessica Seibert, County Administrator		Estimated Time Needed: 10 Min.
Summary of Issue: A review of the 2nd Quarter 2023 budget will be held.		
Alternatives, Options, Effects on Others/Comments:		
Recommended Action/Motion: Discussion only.		
Financial Impact: <i>Is there a cost associated with this request?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>What is the total cost, with tax and shipping? \$</i> <i>Is this budgeted?</i> <input type="checkbox"/> Yes <input type="checkbox"/> No <i>Please Explain:</i>		

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

Fund Dept	2023 Budgeted		2023 Actual		2023 Act - Bud		% of Budget		Comments
	Rev	Exp	Rev	Exp	Rev +/-	Exp +/-	Rev	Exp	
General Fund									
Administration/General Gov't Depts									
1 1 Commissioners	0	296,369	0	141,493	0	(154,876)		48%	
1 40 Auditor	(318,875)	875,155	(161,758)	394,600	157,117	(480,555)	51%	45%	
1 41 Internal Audit	0	78,500	0	23,941	0	(54,559)		30%	
1 42 Treasurer	(24,000)	323,955	(19,770)	162,645	4,230	(161,310)	82%	50%	Escrow maintenance fees collected at beginning of year and Deed tax greater than budgeted.
1 43 Assessor	(155,156)	874,430	(150,332)	487,213	4,824	(387,217)	97%	56%	Assessment charges collected at beginning of year.
1 44 Central Services	(13,338,253)	233,303	(6,629,162)	124,831	6,709,091	(108,472)	50%	54%	
1 45 Motor Pool	(60,000)	28,760	0	6,427	60,000	(22,333)	0%	22%	
1 49 Information Technologies	(21,500)	808,162	(1,276)	320,953	20,224	(487,209)	6%	40%	
1 52 Administration	0	228,267	(15)	112,829	(15)	(115,438)		49%	
1 53 Human Resources	0	393,521	0	185,070	0	(208,451)		47%	
1 60 Elections	0	80,828	(840)	21,968	(840)	(58,860)		27%	
1 100 Recorder	(210,500)	506,076	(90,300)	247,296	120,200	(258,780)	43%	49%	
1 110 Courthouse Maint	0	587,104	0	317,900	0	(269,204)		54%	
1 111 Buildings	0	75,500	0	14,276	0	(61,224)		19%	
1 120 VSO	(13,000)	177,169	(2,031)	86,466	10,969	(90,703)	16%	49%	
1 121 HRA	0	2,000	0	1,120	0	(880)		56%	
Administration/General Gov't Depts Subtotal	(14,141,284)	5,569,099	(7,055,484)	2,649,028	7,085,800	(2,920,071)	50%	48%	

Fund Dept	2023 Budgeted		2023 Actual		2023 Act - Bud		% of Budget		Comments
	Rev	Exp	Rev	Exp	Rev +/-	Exp +/-	Rev	Exp	
Public Safety									
1 12 Court Administration	(5,100)	92,200	(3,834)	12,298	1,266	(79,902)	75%	13%	
1 90 Attorney	(80,768)	1,280,949	(41,835)	556,687	38,933	(724,262)	52%	43%	
1 123 Coroner	0	90,000	0	24,968	0	(65,032)		28%	
1 200 Enforcement	(444,238)	3,120,764	(199,437)	1,560,240	244,801	(1,560,524)	45%	50%	
1 201 Sheriff Contingency	0	0	(967)	0	(967)	0			
1 202 Boat and Water	(26,503)	133,897	(232)	29,272	26,271	(104,625)	1%	22%	
1 203 Snowmobile	(6,028)	47,039	(10)	37,394	6,018	(9,645)	0%	79%	
1 204 ATV	(13,192)	28,632	0	10,667	13,192	(17,965)	0%	37%	
1 206 Forfeitures	0	0	(641)	43	(641)	43			
1 252 Corrections	(129,500)	3,333,688	(110,432)	1,639,529	19,068	(1,694,159)	85%	49%	
1 253 Sentence to Serve	(38,000)	158,502	(21,514)	78,945	16,486	(79,557)	57%	50%	
1 254 Enhanced 911	0	0	(89,290)	0	(89,290)	0	#DIV/0!	#DIV/0!	
1 255 Crime Victim	(71,000)	96,803	(42,508)	42,286	28,492	(54,317)	60%	44%	
1 257 Aitkin Co. Community Corrections	(471,384)	1,016,612	(209,309)	486,268	262,075	(530,344)	44%	48%	A majority of supervision fees received in 2nd-4th quarters.
1 280 Emergency Management	(19,276)	57,141	0	24,838	19,276	(32,303)	0%	43%	
Public Safety Subtotal	(1,304,989)	9,456,027	(720,009)	4,503,435	584,980	(4,952,592)	55%	48%	
Culture and Recreation									
1 500 Library & Historical Society	0	313,691	0	184,955	0	(128,736)		59%	
1 601 Extension	0	86,199	0	20,702	0	(65,497)		24%	
Culture and Recreation Subtotal	0	399,890	0	205,657	0	(194,233)		51%	

Fund Dept	2023 Budgeted		2023 Actual		2023 Act - Bud		% of Budget		Comments
	Rev	Exp	Rev	Exp	Rev +/-	Exp +/-	Rev	Exp	
Conservation of Natural Resources									
1 122 Planning and Zoning	(339,316)	643,418	(175,714)	293,960	163,602	(349,458)	52%	46%	Account no longer used. Water lab relocation completed. Working well. Appropriations made at beginning of year
1 390 Environmental Health	0	0	0	0	0	0			
1 391 Solid Waste	(425,885)	425,885	(222,254)	179,054	203,631	(246,831)	52%	42%	
1 392 Water Wells	(8,000)	5,500	(4,140)	3,802	3,860	(1,698)	52%	69%	
1 600 Ag Soc, Soil & Water, Ag	0	121,659	(2,523)	124,405	(2,523)	2,746		102%	
<i>Conservation of Natural Resources Subtotal</i>	<i>(773,201)</i>	<i>1,196,462</i>	<i>(404,631)</i>	<i>601,221</i>	<i>368,570</i>	<i>(595,241)</i>	<i>52%</i>	<i>50%</i>	
Economic Development									
1 700 Promotion, Tran, Airport,	0	54,600	(40,000)	45,512	(40,000)	(9,088)		83%	
1 711 Economic Development	0	123,968	0	95,779	0	(28,189)		77%	
<i>Economic Development Subtotal</i>	<i>0</i>	<i>178,568</i>	<i>(40,000)</i>	<i>141,291</i>	<i>(40,000)</i>	<i>(37,277)</i>		<i>79%</i>	
General Fund	(16,219,474)	16,800,046	(8,220,124)	8,100,632	7,999,350	(8,699,414)	51%	48%	
Road and Bridge Fund									
3 0 Undesignated	(5,986,982)	0	(2,489,418)	0	3,497,564	0	42%		
3 301 Administration/HR	0	619,915	0	321,484	0	(298,431)		52%	
3 302 Engineering/Construction	0	649,318	0	285,475	0	(363,843)		44%	
3 303 Highway Maintenance	0	4,717,749	0	2,432,570	0	(2,285,179)		52%	
3 307 Capital Infrastructure	(7,930,200)	7,930,200	(3,127,174)	392,324	4,803,026	(7,537,876)	39%	5%	
3 308 Equipment and Facilities	(477,300)	477,300	(477,300)	178,486	0	(298,814)	100%	37%	
3 310 232 Turnback	0	0	0	0	0	0			
Road and Bridge Fund	(14,394,482)	14,394,482	(6,093,892)	3,610,339	8,300,590	(10,784,143)	42%	25%	

Fund Dept	2023 Budgeted		2023 Actual		2023 Act - Bud		% of Budget		Comments
	Rev	Exp	Rev	Exp	Rev +/-	Exp +/-	Rev	Exp	
Health and Human Services Fund									
5 400 Public Health	(957,849)	1,000,773	(545,342)	463,838	412,507	(536,935)	57%	46%	MA estate recovery revenue higher than expected.
5 420 Income Maintenance	(2,197,571)	2,137,182	(1,334,502)	1,133,738	863,069	(1,003,444)	61%	53%	
5 430 Social Services	(4,177,499)	4,419,651	(2,058,251)	2,084,452	2,119,248	(2,335,199)	49%	47%	
Health and Human Services Fund	(7,332,919)	7,557,606	(3,938,095)	3,682,028	3,394,824	(3,875,578)	54%	49%	
Trust									
10 921 County Development	(543,406)	543,406	0	108,619	543,406	(434,787)	0%	20%	Revenue received annually around the first of July, smaller expenses accrue throughout the year with large transfers at the end of the year to Hwy Dept and Survey Account is zeroed out each year. 2022 apportionment has been completed and paid from this account.
10 923 Forfeited Tax Sales	(1,500,000)	1,555,066	(646,367)	1,269,974	853,633	(285,092)	43%	82%	
Trust Fund	(2,043,406)	2,098,472	(646,367)	1,378,593	1,397,039	(719,879)	32%	66%	
Forest Development									
11 924 Forest Resource	0	0	0	0	0	0			Apportionment funds deposited already and PILT payment will come in around the first of July. Expenses are right on track.
11 925 Resource Management	(449,200)	587,219	(385,564)	291,404	63,636	(295,815)	86%	50%	
11 934 Memorial Forest	0	0	0	0	0	0			
11 935 Forest Road	0	0	0	0	0	0			
11 939 County Surveyor	(465,312)	460,856	(600)	232,532	464,712	(228,324)	0%	50%	
Forest Development	(449,200)	587,219	(385,564)	291,404	63,636	(295,815)	86%	50%	
Long Lake Conservation Center									
19 521 LLCC Administration	(104,576)	231,786	(34,373)	126,861	70,203	(104,925)	33%	55%	Invoices typically lag after classes have been completed. Overall expenses on track.
19 522 LLCC Education	(715,632)	363,901	(217,337)	178,443	498,295	(185,458)	30%	49%	
19 523 LLCC Food	(5,000)	184,689	(993)	67,287	4,007	(117,402)	20%	36%	Transfer of \$75,000 is done at the end of the year Rent is down as one of the houses has sat empty all year.
19 524 LLCC Maintenance	(75,000)	131,927	0	69,672	75,000	(62,255)	0%	53%	
19 525 LLCC Capital Improvement	(19,200)	2,000	(6,000)	0	13,200	(2,000)	31%	0%	
LLCC Fund	(919,408)	914,303	(258,703)	442,263	660,705	(472,040)	28%	48%	
21 520 Parks	(672,944)	747,950	(506,466)	412,093	166,478	(335,857)	75%	55%	



Board of County Commissioners Agenda Request



Requested Meeting Date: July 25, 2023

Title of Item: Administrator Updates

<input checked="" type="checkbox"/> REGULAR AGENDA <input type="checkbox"/> CONSENT AGENDA <input type="checkbox"/> INFORMATION ONLY	Action Requested: <input type="checkbox"/> Approve/Deny Motion <input type="checkbox"/> Adopt Resolution (attach draft) <i>*provide copy of hearing notice that was published</i>	<input type="checkbox"/> Direction Requested <input checked="" type="checkbox"/> Discussion Item <input type="checkbox"/> Hold Public Hearing*
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Submitted by: Jessica Seibert	Department: Administration
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Presenter (Name and Title): Jessica Seibert, County Administrator	Estimated Time Needed: 5 Minutes
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Summary of Issue:

Administrator Updates.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:

N/A

Financial Impact:

Is there a cost associated with this request? Yes No

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

Is this budgeted? Yes No *Please Explain:*



Aitkin County Board of Commissioners Committee Reports Forms



Committee	Freq	Scheduled	Representative
Association of MN Counties (AMC)			
Environment & Natural Resources Policy			Sample
General Government			Leiviska
Health & Human Services			HHS Director
Indian Affairs Task Force			Commissioner Laurie Westerlund
Public Safety Committee			Commissioner Laurie Westerlund
Transportation Policy			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	Leiviska
Aitkin County Community Corrections	Quarterly	Varies	Wedel and Westerlund
Anoka County JPA Advisory Board	3x per year	1st Thursday in Feb, June and	Westerlund
Aitkin County 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	Leiviska Alt. Sample
ATV Committee	Monthly		Sample 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	Westerlund and Wedel
East Central Regional Library Board	Monthly	2nd Monday	Leiviska Alt. Sample
Economic Development	Monthly	4th Wednesday	Wedel and Sample
Emergency Management	As needed		Wedel
Environmental Assessment Worksheet	As needed		Kearney and Sample
Extension	4x year	Monday	Kearney Alt. Westerlund
Facilities/Technology	As needed		Wedel and Westerlund
H&HS Advisory (Liaison)	Monthly except July	1st Wednesday	Wedel and Leiviska
Historical Society (Liaison)	Monthlv	4th Wednesday	Leiviska
Joint Powers Natural Resource Board	Odd Months	4th Monday	Sample and Land Commissioner Alt.
Lakes and Pines	Monthly	3rd Monday	Leiviska Alt. Kearney
Law Library	Quarterly	Set by Judge	Leiviska Alt. Kearney
MCIT			Westerlund, Seibert
McGregor Airport Commission	Monthly	Last Wednesday	Kearney
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	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	Westerlund and Wedel
Planning Commission	Monthly	3rd Monday	Westerlund Alt. Kearney
Rum 1W1P Policy Committee	Monthly	Unknown	Westerlund, Alt. Leiviska
Snake River Watershed	Monthly	4th Monday	Sample Alt. Leiviska
Snake River 1W1P Policy			Sample, Alt. Leiviska
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