

ADJOURNED MEETING OF THE COUNTY BOARD OF COMMISSIONERS April 10, 2012 – BOARD AGENDA

- 9:00 1) J. Mark Wedel, County Board Chairperson
A) Call to Order
B) Pledge of Allegiance
C) Board of Commissioners Meeting Procedure
D) Approval of Agenda
E) Citizens' Public Comment*
- 2) Consent Agenda
A) Correspondence File March 27, 2012 – April 9, 2012
B) Approve 3/27/12 County Board Minutes
C) Approve Commissioner Warrants
D) Approve Auditor Warrants – Tax Overpays
E) Approve March Manual Warrants
F) Approve Resolutions –
 1. Transfer Forfeited Tax Sales 2011
 2. Tax Forfeited Funds for Timber & Park Development
G) Accept Application & Appoint Timothy Warnest - Park Commission Dist. 4
H) Approve Purchase of (1) SUV Police Vehicle – Sheriff's Dept.
I) Approve Resolution – 2012 Boat & Water Supplemental Grant
J) Approve Local 49 Road & Bridge 2010-2012 Union Agreement
- 9:05 3) Barb Misselt, Director, East Central Regional Library
A) Library Presentation
- 9:30 4) Patrick Wussow, County Administrator
A) Discuss Mississippi Headwaters Board Meeting
B) Approve Aitkin Airport Agreement
- 10:00 5) Kirk Peysar, County Auditor
A) 10:00 Public Hearing – Commissioner Redistricting
- 10:30 6) Patrick Wussow, County Administrator
A) 10:30 Public Hearing, Potentially Dangerous Dog - Sam
- 11:00 7) John Welle, County Engineer
A) Approve Resolution – Final Contract Payment C.P. 01-060-01
B) Approve Resolution – State of Minnesota Agency Agreement S.P. 01-603-12
C) Approve Resolution – Designate TH232 as Aitkin CSAH No. 3
D) Discuss April 17, 2012 Road Tour

Note: 2-Page Agenda

* Comments from visitors must be informational in nature and not exceed five (5) minutes per person. The County Board cannot 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.

**** Please note: all times, except public advertised hearings, are approximate and subject to change without notice.**

**ADJOURNED MEETING OF THE
COUNTY BOARD OF COMMISSIONERS
April 10, 2012 – BOARD AGENDA**

- 11:30 8) Board Discussion**
Mark Wedel – Historical Society
Laurie Westerlund – MHB-Walker
Don Niemi – MHB
Brian Napstad – BWSR, MHB
Anne Marcotte – Strategic Planning Session, Yellow Ribbon
- 12:30 Adjourn**

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AITKIN COUNTY BOARD

March 27, 2012

The Aitkin County Board of Commissioners met this 27th day of March, 2012 at 10:04 a.m. with the following members present: Chairperson J. Mark Wedel, Commissioners Laurie Westerlund, Don Niemi, Brian Napstad, Anne Marcotte, County Administrator Patrick Wussow, and Administrative Assistant Sue Bingham.

CALL TO ORDER

Motion by Commissioner Napstad, seconded by Commissioner Marcotte and carried, all members voting yes to approve the March 27, 2012 amended agenda. Item 3F was added - Approve Applications for License to Sell Tobacco Products.

APPROVED AGENDA

Motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve the Consent Agenda as follows: A) Correspondence File: March 13, 2012 – March 26, 2012; B) Approve Minutes: March 13, 2012; C) Approve Resolution – Exempt Permit Form LG220 of the White Pine Riders; D) Approve Resolution – Exempt Permit Form LG220 of the Wealthwood Rod & Gun Club; E) Approve Minnesota Counties Computer Cooperative (MCCC) Amended and Restated Joint Powers Agreement; F) Approve Auditor Warrants – February Sales & Use Tax: General Fund \$521.31, Road & Bridge \$1,231.64, Health & Human Services \$30.59, State \$5,563.50, Trust \$4.50, Forest Development \$2.56, Long Lake Conservation Center \$187.72 for a total of \$7,541.82; G) Approve Commissioner Warrants: General Fund \$84,680.42, Road & Bridge \$30,627.08, Health & Human Services \$1,091.56, Trust \$9,652.00, Forest Development \$1,535.31, Long Lake Conservation Center \$19,322.08 for a total amount of \$146,908.45; H) Accept Letter of Resignation – Robert Krueger, Snake River Watershed Citizens Advisory Committee & Authorize News Release for Committee Opening; I) Approve Donations Received for Annual Environmental Education Days; J) Approve Resolution - 2012 Boat & Water Safety Agreement Grant - \$20,074.00; K) Approve Purchase of Four Police Vehicles – Sheriff's Department; L) Approve Resolution – Unorganized Township Precinct Boundaries

CONSENT AGENDA

Under the consent agenda, motion for a resolution by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve resolution – Exempt Permit Form LG220 of the White Pine Riders:

RESOLUTION 032712-026 EXEMPT PERMIT FORM LG220 OF THE WHITE PINE RIDERS

BE IT RESOLVED, the Aitkin County Board of Commissioners agree to approve the Application for Exempt Permit – Form LG220 – of the White Pine Riders, at the following location – Jackson's Hole, which has an address of 36232 Kestrel Avenue, MN 55760 – Salo Township. (Note: Date of activity for Raffle – June 09, 2012)

Under the consent agenda, motion for a resolution by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve resolution – Exempt Permit Form LG220 of the Wealthwood Rod & Gun Club:

RESOLUTION 032712-027 EXEMPT PERMIT FORM LG220 - WEALTHWOOD ROD & GUN CLUB

BE IT RESOLVED, the Aitkin County Board of Commissioners agree to approve the Application for Exempt Permit – Form LG220 – of the Wealthwood Rod & Gun Club, at the following location – Wealthwood Rod & Gun Club, which has an address of 23573 420th Place, Aitkin, MN 56431 – Hazelton Township. (Note: Date of activity for Raffle – September 29, 2012)

Under the consent agenda, motion for a resolution by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve resolution – 2012 Boat & Water Safety Agreement Grant:

BE IT RESOLVED, that the Aitkin County Board of Commissioners approve the 2012 Boat and Water Safety Agreement on file in the Office of the County Auditor and authorize the Aitkin County Sheriff, County Board Chair and County Auditor to sign the agreement in the amount of \$20,074.00 for the term of January 1, 2012, through June 30, 2013.

Under the consent agenda, motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve purchase of four squad cars - 2012 Chevrolet Impalas - from Thane Hawkins Polar Chevrolet at a cost of \$82,247.35.

Under the consent agenda, motion for a resolution by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to approve resolution – Unorganized Township Precinct Boundaries:

WHEREAS, Pursuant to Minnesota Statue 204B.14, precinct boundaries must be reaffirmed.

THEREFORE BE IT RESOLVED, the Aitkin County Board of Commissioners establishes the precinct boundaries for the unorganized townships located within Aitkin County as they currently exist:

PRECINCT

POLLING PLACE

Northeast Unorganized Towns (51-22, 52-22 and 52-24)

Ball Bluff Township
Jacobson Fire Hall

Unorganized Township 45-24

White Pine Township
White Pine Town Hall

Unorganized Township 47-24

Jevne Township
Jevne Town Hall

Unorganized Township 48-27

Aitkin Township
Mille Lacs Electric Coop

Unorganized Township 51-27

Macville Township
Macville/Swatara Comm Hall

Northwest Unorganized Towns 52-25 & 52-27
Precinct 1

Hill Lake Township
Woodland Bank Community Rm

Northwest Unorganized Towns 49-27, 50-27, 50-26,
Precinct 2 50-25, & 51-25

Waukenabo Township
Waukenabo Town Hall

BE IT FURTHER RESOLVED, the Aitkin County Board of Commissioners designates the polling places as indicated.

**RESOLUTION
032712-028
2012 BOAT &
WATER
SAFETY
AGREEMENT
GRANT**

**PURCHASE
FOUR SQUAD
CARS -
SHERIFF'S
DEPT**

**RESOLUTION
032712-029
UNORGANIZED
TOWNSHIP
PRECINCT
BOUNDARIES**

Keith and Trish Olson of Chappy's Golden Shores asked the Board to remove their request to reinstate their contract with Aitkin County from today's agenda, and address it at a later date. The Board agreed to defer this item and place it on the April 24th Board agenda.

**CHAPPY'S
GOLDEN
SHORES**

No action was taken on the Aitkin Airport Agreement. The Board asked for more information and deferred this item to the April 10th County Board meeting.

**AITKIN
AIRPORT
AGREEMENT**

Patrick Wussow, County Administrator presented a Personnel Committee recommendation to the Board.

**PERSONNEL
COMMITTEE**

Tom Burke, Health & Human Services Director discussed the concerns and need to fill a vacated Office Support Specialist position. Motion by Commissioner Napstad, seconded by Commissioner Westerlund and carried, all members voting yes to fill the position.

**OFFICE
SUPPORT
SPECIALIST
POSITION**

Motion by Commissioner Westerlund, seconded by Commissioner Marcotte and carried, all members voting yes to approve entering into the first half of Marketing Agreement with Maven Perspectives for Long Lake Conservation Center - \$22,000.00.

**MARKETING
AGREEMENT –
LLCC**

Patrick Wussow, County Administrator discussed General Government Legislation with the Board.

**GENERAL
GOVERNMENT**

Motion by Commissioner Westerlund, seconded by Commissioner Marcotte and carried (4-0-1 Napstad abstained), to approve the following **Applications for License to Sell Tobacco Products** for the period **ending March 31, 2013**:

**APPROVE
TOBACCO
LICENSES**

- # 01 Bann's Bar & Café, Inc., d/b/a **Banns Bar & Cafe** – Shamrock Township
- # 02 J & S Resort LLC, d/b/a **Barnacles** – Wealthwood Township
- # 03 Cuddler Enterprises, Inc., d/b/a **Big Sand Bar** – Workman Township
- # 04 Zorbaz of Big Sandy Lake, Inc., d/b/a **Big Zandy Zorbaz** – Shamrock Township
- # 05 Greg Blanchard, d/b/a **Buckshot Bar & Grill** – City of Hill City
- # 06 MacDonald Enterprises of Malmo, Inc., d/b/a **Castaway's Resort** – Lakeside Twp
- # 07 WB Hay Point, Inc., d/b/a **Corner Club** – Macville Township
- # 08 Denny M. Solsvig, d/b/a **Denny's Lakeview Inn LLC** – Glen Township
- # 10 Farm Island Store, Inc., d/b/a **Farm Island Store** – Farm Island Township
- # 11 N5 Corporation, d/b/a **Fisherman's Bay** – Workman Township
- # 12 The Glen Store & Grill, Inc., d/b/a **The Glen Store & Grill** – Malmo Township
- # 13 Harry Ray Hilton, d/b/a **Harry's Midtown Liquor** – City of Hill City
- # 14 K.L. Gulbraa, Inc., d/b/a **Hill City Liquors** – City of Hill City
- # 15 Rips HLI, Inc., d/b/a **Horseshoe Lake Inn** – Shamrock Township
- # 16 Pepera Properties, Inc., d/b/a **Jacksons Hole** – Salo Township
- # 17 Joe's Country Store, Inc., d/b/a **Joe's Country Store** – Malmo Township
- # 18 Almar Holdings, LLC, d/b/a **The Junction** – Hazelton Township
- # 19 MacDonald Ent. of Aitkin, Inc., d/b/a **The Landing** – Aitkin Township

- # 20 Lazy Timber Enterprises, LLC, d/b/a **Malmo Market** – Malmo Township
- # 21 James R. Miller, d/b/a **Mark’s Bar** – City of McGregor
- # 22 K & J C-Stores, Inc., d/b/a **McGregor Holiday Station Store #3574** – City of McGregor
- # 23 Rasley Oil Co., d/b/a **McGregor Oil** – City of McGregor
- # 25 Lori Michelle Olson, d/b/a **Olson’s Mississippi Landing** – Ball Bluff Township
- # 26 Purdy, Inc., d/b/a **Pine Inn** – Malmo Township
- # 27 Bodway Properties, Inc., d/b/a **Prairie River Retreat** – Shamrock Township
- # 28 Frederick & Deborah Dally, d/b/a **Red Door Resort & Motel** – Wealthwood Township
- # 29 Klennert Stores, Inc., d/b/a **Roadside Market** – City of Hill City
- # 31 Klennert Stores, Inc., d/b/a **Sunny’s** – City of Hill City
- # 32 TJ’s Liquor, Inc., d/b/a **TJ’s Liquor** – Malmo Township
- # 33 Mark Kenneth Ukura, d/b/a **Ukura’s Big Dollar** – Jevne Township
- # 35 Jacque Saari, d/b/a **Whispering Pines** – Shamrock Township
- # 36 Minnewawa Partners, LLC, d/b/a **Willey’s Sport Shop** – Shamrock Township

Motion for a resolution by Commissioner Napstad, seconded by Commissioner Niemi and carried, all members voting yes to approve resolution – Liquid Calcium Chloride:

WHEREAS, Tri-City Paving, Inc. P.O. Box 326, Little Falls, MN 56425, was the lowest responsible bidder in the amount of \$257,300.00 for application of Liquid Calcium Chloride,

NOW THEREFORE, BE IT RESOLVED, that, Tri-City Paving, Inc. be awarded the 2012 season for application of Liquid Calcium Chloride.

**RESOLUTION
032712-030
LIQUID
CALCIUM
CHLORIDE**

Motion for a resolution by Commissioner Marcotte, seconded by Commissioner Napstad and carried, all members voting yes to approve resolution – Traffic Marking:

WHEREAS, Traffic Marking Services – 621 Division Street East, Maple Lake, MN 55358 - was the lowest responsible bidder in the amount of \$49,353.88 for application of traffic marking on various roads throughout Aitkin County,

NOW THEREFORE, BE IT RESOLVED, that Traffic Marking Services, be awarded the 2012 season for application of traffic marking.

**RESOLUTION
032712-031
TRAFFIC
MARKING**

Motion for a resolution by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voting yes to approve resolution – Final Payment S.A.P. 01-598-13:

WHEREAS, Contract No. 20113– Project No. SAP 01-598-13 – Bridge Replacement and Approach Grading has in all been completed, and the County Board being fully advised in the premises.

NOW THEN BE IT RESOLVED, that we do hereby accept said completed projects for and in behalf of the County of Aitkin and authorize final payment to Landwehr Construction in the amount of \$8,237.25 as specified herein.

**RESOLUTION
032712-032
FINAL
PAYMENT
S.A.P.
01-598-13**

AITKIN COUNTY BOARD

March 27, 2012

Motion for a resolution by Commissioner Niemi, seconded by Commissioner Westerlund and carried, all members voting yes to approve resolution – Final Payment S.A.P. 01-610-23:

WHEREAS, Contract No. 20114– Project Nos. SAP 01-610-23 – Reclaim and Bituminous Pavement has in all been completed, and the County Board being fully advised in the premises.

NOW THEN BE IT RESOLVED, that we do hereby accept said completed projects for and in behalf of the County of Aitkin and authorize final payment to Hawkinson Construction in the amount of \$28,452.41 as specified herein.

**RESOLUTION
032712-033
FINAL
PAYMENT
S.A.P.
01-610-23**

Motion for a resolution by Commissioner Westerlund, seconded by Commissioner Napstad and carried, all members voting yes to approve resolution – Final Payment S.A.P. 01-610-21:

WHEREAS, Contract No. 20095 – Project No. SAP 01-610-21 – Grading, Aggregate Base and Culvert Replacement has in all been completed, and the County Board being fully advised in the premises.

NOW THEN BE IT RESOLVED, that we do hereby accept said completed projects for and in behalf of the County of Aitkin and authorize final payment to Kern & Tabery, Inc in the amount of \$36,454.24 as specified herein.

**RESOLUTION
032712-034
FINAL
PAYMENT
S.A.P.
01-610-21**

Motion for a resolution by Commissioner Niemi, seconded by Commissioner Napstad and carried, all members voting yes to approve resolution – Bridge Priority:

WHEREAS, Aitkin County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government, and

WHEREAS, Aitkin County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next five years.

NOW, THEREFORE BE IT RESOLVED that the following deficient bridges are high priority and Aitkin County intends to replace, rehabilitate, or remove these bridges as soon as possible when funds are available,

**RESOLUTION
032712-035
BRIDGE
PRIORITY**

Old Bridge Number	Road Number	Est. Project Cost	Fed. Funds	State Aid Funds	Town Bridge Funds	Local Funds	Bond Funds	Program Year
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L5910	185 th Place	\$210,000			\$200,000	\$10,000		2012
7277	CSAH 4	\$550,000		\$250,000			\$300,000	2012
01504	CSAH 15	\$900,000		\$480,000			\$420,000	2013
92412	CSAH 28	\$180,000		\$90,000			\$90,000	2013
01503	CSAH 14	\$300,000		\$150,000			\$150,000	2014
7375	CR	\$250,000				\$50,000	\$200,000	2014

AITKIN COUNTY BOARD

March 27, 2012

	54							
R0187	430 th Lane	\$110,000			\$100,000	\$10,000		2015
93006	CSAH 34	\$100,000		\$50,000			\$50,000	2015

Mike Dangers, County Assessor reviewed the 2012 Assessment Changes with the Board.

**2012
ASSESSMENT
CHANGES**

Terry Neff, Environmental Services Director reviewed the 2012 Proposed Planning & Zoning Fee Schedule with the Board. Motion by Commissioner Marcotte, seconded by Commissioner Westerlund and carried, all members voting yes to adopt the proposed 2012 fee schedule with the exception of the Residential portion. The Residential portion will be modified and brought before the Board for approval during the budget process.

**2012
PLANNING &
ZONING FEE
SCHEDULE**

During the meeting, the Board heard updates on the following committees: i) CMCC, ii) Park Board, iii) Mille Lacs Watershed, iv) P&Z, v) AMC, vi) HRA, vii) ARDC, viii) Lakes & Pines, ix) MHB, x) MRCC, xi) Sobriety Court, xii) Kinship

**COMMITTEE
UPDATES**

Motion by Commissioner Westerlund, seconded by Commissioner Marcotte and carried, all members voting yes to adjourn the meeting at 1:25 p.m. until Tuesday, April 3, 2012 at 9:00 a.m.

ADJOURN

J. Mark Wedel, Chairperson
Aitkin County Board of Commissioners

Patrick Wussow, County Administrator

DKB1
3/29/12 4:09PM

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

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

Explode Dist. Formulas N

Paid on Behalf Of Name
on Audit List?: N

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

Save Report Options?: N

Auditor Warrants
Tax Overpays
April 10, 2012 Board

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

DKB1
3/29/12 4:09PM
12 Agency

	<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
	<u>No. Account/Formula</u>	<u>Accr</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>	<u>On Behalf of Name</u>
0	DEPT		Undesignated		
	12014 Carlson/David				
	12-000-000-0000-2280		27-0-012600 overpay- per 1	Carlson	Prepaid Property Taxes
	12014 Carlson/David		4.56		
			4.56	1 Transactions	
	12015 O'Konek/Alpha				
	12-000-000-0000-2280		20-0-016300 overpay- per 1	O'Konek	Prepaid Property Taxes
	12015 O'Konek/Alpha		21.86		
			21.86	1 Transactions	
0	DEPT Total:		26.42	Undesignated	2 Vendors 2 Transactions
12	Fund Total:		26.42	Agency	2 Transactions

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

DKB1
3/29/12 4:09PM
13 Taxes & Penalties

Vendor	Name	Rpt	Warrant Description	Invoice #	Account/Formula Description
No.	Account/Formula	Accr	Service Dates	Paid On Bhf #	On Behalf of Name
943	DEPT		Taxes And Penalties		
12018	Arbogast/Renee 13-943-000-0000-2001		16-1-099000 overpay- per 1	Arbogast	Cur - Property Taxes
12018	Arbogast/Renee	2.00	1 Transactions		
9244	Bailey/Ronald G. 13-943-000-0000-2001		14-0-004200 overpay- per 1	Bailey	Cur - Property Taxes
9244	Bailey/Ronald G.	6.00	1 Transactions		
10537	Bishop/Wallace 13-943-000-0000-2001		52-1-039301 overpay- per 1	Bishop	Cur - Property Taxes
10537	Bishop/Wallace	32.00	1 Transactions		
12017	Douglas/George 13-943-000-0000-2001		11-1-196200 overpay- per 1	G Douglas	Cur - Property Taxes
12017	Douglas/George	2.00	1 Transactions		
12023	Finch/Curtis 13-943-000-0000-2001		39-0-000302 overpay- per 1	Finch	Cur - Property Taxes
12023	Finch/Curtis	8.00	1 Transactions		
9509	Fisher/Charles Or Lavon 13-943-000-0000-2001		11-0-064500 overpay- per 1	Fisher	Cur - Property Taxes
9509	Fisher/Charles Or Lavon	70.00	1 Transactions		
12020	Gallery/Shawn 13-943-000-0000-2001		23-0-007600 overpay- per 1	Gallery	Cur - Property Taxes
12020	Gallery/Shawn	81.04	1 Transactions		
12025	Gobel/Timothy 13-943-000-0000-2001		53-1-038300 overpay- per 1	Gobel	Cur - Property Taxes
12025	Gobel/Timothy	16.53	1 Transactions		
12024	Herlache/Larry 13-943-000-0000-2001		47-0-023100 overpay- per 1	Herlache	Cur - Property Taxes
12024	Herlache/Larry	2.00	1 Transactions		
9512	Karel/Michael & Jill 13-943-000-0000-2001		34-1-080800 overpay- per 1	Karel	Cur - Property Taxes
		50.00			

Aitkin County



Audit List for Board AUDITOR'S VOUCHERS ENTRIES

DKB1
3/29/12 4:09PM
13 Taxes & Penalties

<u>Vendor Name</u>	<u>Rpt</u>	<u>Warrant Description</u>	<u>Invoice #</u>	<u>Account/Formula Description</u>
<u>No. Account/Formula</u>	<u>Accr</u>	<u>Amount</u>	<u>Service Dates</u>	<u>Paid On Bhf #</u>
<u>On Behalf of Name</u>				
9512 Karel/Michael & Jill		50.00	1 Transactions	
12016 Lake/Edward				
13- 943- 000- 0000- 2001		62.00	08- 0- 054400 overpay- per 1	Lake
12016 Lake/Edward		62.00	1 Transactions	Cur - Property Taxes
12027 McGregor Title				
13- 943- 000- 0000- 2001		6.00	59- 1- 018500 overpay- per 1	McGregor title
12027 McGregor Title		6.00	1 Transactions	Cur - Property Taxes
12021 Moore/Barb				
13- 943- 000- 0000- 2001		25.70	29- 1- 248000 overpay- per 1	Moore
12021 Moore/Barb		25.70	1 Transactions	Cur - Property Taxes
5377 Nicoski/ Ray				
13- 943- 000- 0000- 2001		34.00	29- 0- 016500 overpay- per 1	Nicoski
5377 Nicoski/ Ray		34.00	1 Transactions	Cur - Property Taxes
796 Schlagel/Diane & Byron				
13- 943- 000- 0000- 2001		44.00	24- 1- 096800 overpay- per 1	Schlagel
796 Schlagel/Diane & Byron		44.00	1 Transactions	Cur - Property Taxes
12022 Sloan/Thomas				
13- 943- 000- 0000- 2001		14.00	33- 0- 051800 overpay- per 1	Sloan
12022 Sloan/Thomas		14.00	1 Transactions	Cur - Property Taxes
12019 Sumbs/Bessie				
13- 943- 000- 0000- 2001		12.00	20- 0- 021800 overpay- per 1	Sumbs
12019 Sumbs/Bessie		12.00	1 Transactions	Cur - Property Taxes
943 DEPT Total:		467.27	Taxes And Penalties	17 Vendors
				17 Transactions
13 Fund Total:		467.27	Taxes & Penalties	
				17 Transactions
Final Total:		493.69	19 Vendors	19 Transactions

DKB1
3/29/12

4:09PM

Aitkin County

Audit List for Board AUDITOR'S VOUCHERS ENTRIES



<u>Recap by Fund</u>	<u>Fund</u>	<u>AMOUNT</u>	<u>Name</u>
	12	26.42	Agency
	13	467.27	Taxes & Penalties
All Funds		493.69	Total

Approved by,

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DKB1
04/03/2012

8:26AM

Aitkin County

WARRANT REGISTER



Manual Warrants
march

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u> <u>OBO#</u>	<u>Account Number</u> <u>On- Behalf- of- Name</u>	<u>Invoice #</u> <u>From Date</u>	<u>PO #</u> <u>To Date</u>
710	5462	Bremer Bank (Elan Ach) ELAN ACH AITKIN, MN 56431-					
			1,066.62	ipads for Marcotte/Napstad	01-001-000-0000-6625		
			25.00	monthly AT&T data plan	01-049-000-0000-6231		
			33.90	OTC meds	01-252-000-0000-6262		
			99.48	groceries	01-252-000-0000-6418		
			54.00	postage stamps	01-252-252-0000-6405		
			35.20	commissary items	01-252-252-0000-6405		
			6.00	parking/MEHA conf	01-390-000-0000-6330		
			9.83	SHIP nutrition mtg supplies	05-400-450-0451-6405		
			79.00	Reg.- mind,body connection	05-430-700-4800-6208		
			40.64	stamps	19-521-000-0000-6205		
			55.00	summer camp guide ad	19-521-000-0000-6230		
			76.64	journals	19-521-000-0000-6400		
			30.00	critter food	19-522-000-0000-6416		
			222.24	archery target & faces	19-522-000-0000-6416		
			157.95	5 blinds for NSL	19-524-000-0000-6422		
			249.98	hotel/EM Mgmt Conf- Turner	01-280-003-0000-6332	2/13/12	
			65.97	hotel/MEHA conf	01-390-000-0000-6332	2/15/12	
			49.06	gas- Capital trip	01-052-000-0000-6511	2/16/12	
			95.56	drywall gun	01-253-000-0000-6610	home depot	
		Warrant # 710 Total	2,452.07	Date 3/1/12			
711	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-					
			3,693.21	Claims	01-044-904-0000-6360		
		Warrant # 711 Total	3,693.21	Date 3/7/12		2/27/12	3/2/12
712	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-					
			44.95	credit card fee	19-522-000-0000-6217		
		Warrant # 712 Total	44.95	Date 3/12/12			
713	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-					
			10,672.10	claims	01-044-904-0000-6360		

Aitkin County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On- Behalf- of- Name</u>	<u>From Date</u>	<u>To Date</u>
	Warrant #	713	Total	10,672.10	Date 3/14/12	3/5/12	3/9/12
714	5462	Bremer Bank (Elan Ach) ELAN ACH AITKIN, MN 56431-					
				4.18	auto charger for Napstad phone	01-001-000-0000-6625	
				179.64	SSL cert for RT Vision	01-122-000-0000-6231	
				68.63	faucet for jail kitchen	01-252-000-0000-6590	
				373.15	water lab equipment	01-392-000-0000-6405	
				63.00	stamps	19-521-000-0000-6205	
				77.00	stamps	19-521-000-0000-6205	
				30.00	critter food	19-522-000-0000-6416	
				482.98	216 arrows	19-522-000-0000-6416	
				113.61	hotel/Capital trip- Wussow	01-052-000-0000-6332	2/29/12
				212.40	hotel- MPELRA conf.- Bobbie	01-052-000-0000-6332	2/3/12
				62.85	Domain for Northwoods ATV trl	01-711-000-0000-6303	GoDaddy
				325.00	CMH Conference Reg.	05-430-700-4800-6208	J.Schultz
				135.00	Reg/MN Geriatric care conf.	05-430-700-4800-6208	K.Carlson
				730.87	Seagate SATA drives	01-049-000-0000-6402	Newegg.com
				34.03	supplies	01-252-000-0000-6405	walmart
				61.38	groceries	01-252-000-0000-6418	walmart
	Warrant #	714	Total	2,953.72	Date 3/15/12		
715	780	Bremer Bank MORTGAGE- DEED TAX AITKIN, MN 56431-					
				9,654.13	Feb Deed Tax	09-000-000-0000-2025	
				21,957.91	Feb.Mortgage Reg	09-000-000-0000-2026	
	Warrant #	715	Total	31,612.04	Date 3/16/12		
716	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-					
				4,659.17	claims	01-044-904-0000-6360	
	Warrant #	716	Total	4,659.17	Date 3/21/12	3/12/12	3/16/12
717	8410	Bremer Bank 101 MINNESOTA AVENUE NORTH AITKIN, MN 56431-					
				8,481.39	Claims	01-044-904-0000-6360	

Aitkin County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On- Behalf- of- Name</u>	<u>From Date</u>	<u>To Date</u>
	Warrant #	717	Total	8,481.39	Date 3/28/12	3/19/12	3/23/12
718	5462	Bremer Bank (Elan Ach) ELAN ACH AITKIN, MN 56431-		5.33	Goodreader for Marcotte ipad	01-001-000-0000-6405	
				11.62	return shipping label	01-049-000-0000-6205	
				25.00	monthly data plan	01-049-000-0000-6231	
				224.54	hotel/Cornerhouse Trng	01-090-000-0000-6332	
				255.67	Mag./brochure wall rack	01-120-000-0000-6405	
				139.34	groceries	01-252-000-0000-6418	
				51.40	gas for county vehicle	01-711-000-0000-6511	
				4.29	notary journals for agency	05-400-440-0410-6405	
				11.34	notary journals for agency	05-420-600-4800-6405	
				135.00	cont.nursing ED- M.Peterson	05-430-700-4800-6208	
				538.22	MSSA/Room & meals- Metsa	05-430-700-4800-6330	
				31.24	MSSA/meals @ conf.- Stich	05-430-700-4800-6330	
				39.00	MSSA/Conf. parking- Stich	05-430-700-4800-6330	
				582.61	MSSA/Meals&hotel- Sarff	05-430-700-4800-6330	
				670.27	MSSA/Meals&hotel- Moen	05-430-700-4800-6330	
				224.54	hotel/Cornerhouse Trng	05-430-700-4800-6330	
				15.02	notary journals for agency	05-430-700-4800-6405	
				10.40	postage	19-521-000-0000-6205	
				30.00	critter food	19-522-000-0000-6416	
				240.48	hotel/APCO conf.Hamilton	01-254-003-0000-6332	3/12-15
				16.03	meal/APCO conf.Hamilton	01-254-003-0000-6340	3/12/12
				16.40	gas/AMC con.- Niemi	01-001-000-0000-6330	3/20/12
				65.00	Reg.- Healthy Forest Conf.	11-925-000-0000-6208	Courtemanche
				10.05	meal/MCH breastfeed conf.	05-400-430-0408-6330	Melz
				63.32	supplies	01-252-000-0000-6405	Walmart
				41.66	games for jail	01-252-252-0000-6405	Walmart
	Warrant #	718	Total	3,457.77	Date 3/29/12		
38600	3273	Mn Co Attorneys Assn 100 EMPIRE DRIVE SUITE 200 ST PAUL, MN 55103-1886		2,207.00	- duplicate payment	01-090-000-0000-6240	
	Warrant #	38600	Total	2,207.00	- Date 3/12/12		

Aitkin County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u> <u>OBO#</u>	<u>Account Number</u> <u>On- Behalf- of- Name</u>	<u>Invoice #</u> <u>From Date</u>	<u>PO #</u> <u>To Date</u>
38749	3363	Mn State Bar Association CONTINUING LEGAL EDUCATION 2550 UNIVERSITY AVE W,RM 160S ST PAUL, MN 55114- 1098					
		Warrant # 38749	Total	66.26 - duplicate payment 66.26 - Date 3/12/12	01-090-000-0000-6406		
39501	11998	State of Minnesota Attorney General Attn: Darcey Sloneker 445 Minnesota St, Suite 1800 St Paul, MN 55101- 2134					
		Warrant # 39501	Total	123.00 - wrong vendor 123.00 - Date 3/22/12	01-090-000-0000-6234		
44219	393	Isd 1 Aitkin- Treasurer ATTN: BERNIE NOVAK- SUPT. 306 2ND STREET NW AITKIN, MN 56431-					
		Warrant # 44219	Total	77,899.00 2012 1st 1/2 Taconite 77,899.00 Date 3/1/12	12-932-000-0000-2047		
44221	5748	Purchase Power PO BOX 371874 PITTSBURGH, PA 15250-					
		Warrant # 44221	Total	5,000.00 Postage 5,000.00 Date 3/2/12	01-044-048-0000-6205		
44222	6160	MII - Veba ATTN: VEBA ADMINISTRATION PO BOX 64193 ST. PAUL, MN 55164- 193					
		Warrant # 44222	Total	750.00 M.Hills 3rd Q contrib 750.00 Date 3/6/12	01-043-000-0000-6149		
44223	6160	MII - Veba ATTN: VEBA ADMINISTRATION PO BOX 64193 ST. PAUL, MN 55164- 193					
		Warrant # 44223	Total	140.00 S,Math Veba contrib.request 370.00 S,Math Veba contrib.request 490.00 S,Math Veba contrib.request 1,000.00 Date 3/12/12	05-400-440-0410-6149 05-420-600-4800-6149 05-430-700-4800-6149		
44224	3355	Mn Pollution Control Agency					

Aitkin County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On- Behalf- of- Name</u>	<u>From Date</u>	<u>To Date</u>
		520 LAFAYETTE RD NORTH ST PAUL, MN 55155- 4194					
	Warrant #	44224	Total	400.00	stormwater permit	03- 307- 000- 0000- 6260	
				400.00	Date 3/12/12		
44225	11597	Postmaster- Brainerd 422 LAUREL ST BRAINERD, MN 56401-					
	Warrant #	44225	Total	610.13	Postage for LLCC camp brochu	19- 521- 000- 0000- 6205	
				610.13	Date 3/19/12		
44226	89486	Aitkin Co Court Administrator 209 2ND ST NW AITKIN, MN 56431-					
	Warrant #	44226	Total	1,004.80	right of way/ eminent domain	03- 307- 000- 0000- 6362	
				1,004.80	Date 3/20/12		
44227	5748	Purchase Power PO BOX 371874 PITTSBURGH, PA 15250-					
	Warrant #	44227	Total	5,000.00	postage	01- 044- 048- 0000- 6205	
				5,000.00	Date 3/20/12		
44228	10891	Roth Construction 22615 STATE HWY 65 MCGRATH, MN 56350-					
	Warrant #	44228	Total	7,344.89	partial payment	03- 307- 000- 0000- 6262	
				7,344.89	Date 3/20/12		
44229	9026	MII Life/Select Account P.O. BOX 64193 SAINT PAUL, MN 55164- 193					
	Warrant #	44229	Total	358.62	March fees	01- 044- 904- 0000- 6231	
				358.62	Date 3/21/12		
44230	6160	MII - Veba ATTN: VEBA ADMINISTRATION PO BOX 64193 ST. PAUL, MN 55164- 193					
	Warrant #	44230	Total	250.00	A.White 1st Q Contrib.	05- 430- 700- 4820- 6149	
				250.00	Date 3/28/12		
44231	7814	Kern & Tabery Inc					

DKB1
04/03/2012

8:26AM

Aitkin County

WARRANT REGISTER



Manual Warrants

<u>Warr #</u>	<u>Vendor #</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Description</u>	<u>Account Number</u>	<u>Invoice #</u>	<u>PO #</u>
				<u>OBO#</u>	<u>On- Behalf- of- Name</u>	<u>From Date</u>	<u>To Date</u>
		222 SE 1ST ST SUITE 3 WADENA, MN 56482-					
	Warrant #	44231	Total	36,454.24	final contract payment	03-307-000-0000-6262	
				36,454.24	Date 3/29/12		
44232	7587	Hawkinson Construction Co. Inc PO BOX 278 501 WEST COUNTY ROAD 63 GRAND RAPIDS, MN 55744-					
	Warrant #	44232	Total	28,452.41	final contract payment	03-307-000-0000-6262	
				28,452.41	Date 3/29/12		
44233	11645	Landwehr Construction, Inc PO BOX 1086 ST CLOUD, MN 56302-					
	Warrant #	44233	Total	8,237.25	final contract payment	03-307-000-0000-6262	
				8,237.25	Date 3/29/12		
86090	11991	MONTICELLO HIGH SCHOOL 5225 SCHOOL BLVD MONTICELLO, MN 55362-					
	Warrant #	86090	Total	335.00	wrong amt.	05-430-710-3460-6065	
				335.00	Date 3/13/12		
		Final Total...		238,056.50	88 Transactions		

Aitkin County



Warr # Vendor #

RECAP BY FUND

<u>FUND</u>	<u>AMOUNT</u>	<u>NAME</u>
1	40,930.53	General Fund
3	81,893.59	Road & Bridge
5	3,725.41	Health & Human Services
9	31,612.04	State
11	65.00	Forest Development
12	77,899.00	Agency
19	1,930.93	Long Lake Conservation Center
	238,056.50	TOTAL

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 4/3/12

Via: Patrick Wussow, County Administrator

From: LAND Dept

Title of Item:

Appointment of 2011 Forfeited Tax Revenue

Requested Meeting Date: 4/10 Estimated Presentation Time: 11/2

Presenter: MARK JAWBS

Type of Action Requested (check all that apply)

- For info only, no action requested
- Approve under Consent Agenda
- For discussion only with possible future action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by resolution (attach draft resolution)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) _____
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution (2)
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) _____

Provide eleven (11) copies of supporting documentation **NO LATER THAN Wednesday at 12:00 pm** to make the Board's agenda for the following Tuesday. Items **WILL NOT** be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

Mark Jacobs

From: Mark Jacobs [mjacobs@co.aitkin.mn.us]
Sent: Tuesday, April 03, 2012 8:35 AM
To: 'Mark Jacobs'
Subject: Apportionment of Revenue from Tax-Forfeited Lands

To: County Board
CC: County Administrator

The two attached draft resolutions are the annual apportionment and transfer of revenue from tax-forfeited lands as directed by MN Statute 282 and County policy.

The amounts listed are proportionally the same amounts historically apportioned and transferred; and reflect the numbers in the 2012 budget

Thank you.



Mark Jacobs
Land Commissioner
Aitkin County Land Department
209 2nd St. NW Room #206
Aitkin, MN 56431
P: 218-927-7367
F: 218-927-7249

This transmission (the e-mail and all attachments) is confidential and intended solely for the use of the addressee(s). If you have received this transmission in error, please notify the sender by reply and delete this transmission immediately. Any unauthorized distribution, or copying of this transmission, or misuse or wrongful disclosure of information contained in it, is strictly prohibited. The information contained in this document is provided on an as-is basis and does not constitute a binding legal contract or receipt for services.

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

ADOPTED April 10, 2012

By Commissioner: xx

041012-0xx

Transfer Forfeited Tax Sales 2011

WHEREAS, according to M.S. 282.09, Subdivision 1, the County Board does hereby determine that the \$3.00 fee from each certificate of sale, contract for deed, and each lease executed by the Auditor and the compensation for clerical help on tax-forfeited land matters in the County Auditor's office during the 2011 calendar year was \$30,000.00, and

WHEREAS, the county revenue cost for office space and maintenance for the Aitkin County Land Dept in the Courthouse for the 2011 calendar year is \$20,000.00, and

WHEREAS, a gravel pit rehabilitation account has been established, and \$.15 per yard of gravel taken out of county pits will be placed in this account, the 2011 amount to be placed in this account is \$955.20.

NOW THEREFORE, BE IT RESOLVED, that the amount of \$30,000.00 be transferred from the Forfeited Tax Sales Account (10-923-6901) to the County Auditor account (01-040-5590) to cover the costs of this clerical hire, AND that the amount of \$20,000.00 be transferred from the Forfeited Tax Sales Account (10-923-6901) to the County General Revenue Account (01-110-5840) for office rent and maintenance, AND that the amount of \$955.20 shall be transferred from the Forfeited Tax Sales Account (10-923-6901) to the Gravel Pit Account (11-936-5840).

Commissioner xx moved 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) ss.
Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of April A.D., 2012, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 10th day of April A.D., 2012

KIRK PEYSAR, County Auditor

BY _____, Deputy

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

ADOPTED April 10, 2012

By Commissioner: xx

041012-0xx

Tax Forfeited Funds for Timber & Park Development

WHEREAS, pursuant to Minnesota Statute 282.08, County boards are authorized to set aside monies from the tax forfeited sale fund for timber and park development.

NOW, THEREFORE, BE IT RESOLVED, that in compliance with said law, that thirty (30) percent of the remaining receipts are to be used for forest development and twenty (20) percent of these receipts remaining are to be used for the maintenance and development of County Parks or recreational areas, as defined in Minnesota Statute Section 398.31 to 398.36 to be expended under the supervision of the County Board.

Commissioner xx moved 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) ss.
Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of April A.D., 2012, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 10th day of April A.D., 2012

KIRK PEYSAR, County Auditor

BY _____, Deputy

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners

Date: 4/25/12

Via: Patrick Wussow, County Administrator

From: LAND DEPT

Title of Item:

PARK COMMISSION APPLICATION - DIST 4

Requested Meeting Date: 4/10 Estimated Presentation Time: 11/12

Presenter: MARK JAWBS

Type of Action Requested (check all that apply)

- For info only, no action requested
- Approve under Consent Agenda
- For discussion only with possible future action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) _____
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Qualified Applicant - Recommended Appointment

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 12:00 pm to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

MAR 30 2012

MINNESOTA OPEN APPOINTMENT ACT APPLICATION FOR SERVICE ON COUNTY/STATE AGENCY

NAME OF AGENCY OR COMMITTEE YOU WISH TO SERVE ON:

Aitkin County Park Commision

AITKIN COUNTY COMMISSIONER DISTRICT 4

Minnesota Statutes 15.0597, state that the application shall include a "statement that the nominee satisfies any legally prescribed qualifications and any other information the nominating person feels be helpful to the appointing authority." (May include employment, community service experience, or education that would be pertinent to this appointment)

BS - Journalism University of Wisconsin - River Falls

I, the undersigned, hereby state that I satisfy, to the best of my knowledge, all legally prescribed qualifications for the position sought.

Timothy E. Warnest
Signature of Applicant

03/30/2012
Date

If applicant is being nominated by another person or group, the above signature indicates consent to nomination.

Is this application submitted by appointing authority? Yes _____ No

Is this application submitted at the suggestion of appointing authority? Yes _____ No

**Please return application to the Aitkin County Administrator's office, located at
217 2nd Street NW - Room 130, Aitkin, MN 66431**

NAME OF APPLICANT: Timothy E. Warnest

STREET ADDRESS OF APPLICANT: _____ PHONE NUMBERS: _____
DAYS: _____
EVENINGS: _____

For Office Use Only

Date Appointed _____ Date of Term Expiration _____ Term #: _____

NEWS RELEASE

AITKIN COUNTY HAS OPENINGS ON THE FOLLOWING COMMITTEE:

Aitkin County will be accepting applications until Noon on Friday, March 30, 2012 for citizen representation on the following committee:

Aitkin County Park Commission –4-year term

District 4

Cities – McGregor & Tamarack

Townships – Clark, Fleming, Haugen, Jevne, McGregor, Morrison, Shamrock, & Workman

The Aitkin County Park Commission is seeking a representative from **District 4**. The committee reviews annual park fund expenditure budgets, reviews work plans for projects on designated County park lands, reviews and approves annual budget for the Long Lake Conservation Center (LLCC), oversees operation of LLCC, reviews classification of County park land, advises and directs the County Land Department regarding the management of County park lands, advises the County Land Department and County Board regarding recreation use on tax forfeited land.

This 4-year term will expire on December 31, 2015.

The Aitkin County Board of Commissioners will make the committee selections from submitted applications at the April 10, 2012 County Board meeting. All applicants will receive notification by mail whether or not they have been selected. For more information please contact Patrick Wussow, Aitkin County Administrator, at 218-927-7276.

Please contact Sue Bingham at 218-927-7276 for any questions concerning this news release that you will not bill to the County. Thank you.

Please run this news release in two issues

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 04/03/12

Via:

From: Undersheriff John Drahota

Title of Item: Purchase "1" SUV Police vehicle

Requested Meeting Date: 04/10/12 Est. Presentation Time: _____

Presenter: Undersheriff John Drahota

Type of Action Requested (check all that apply)

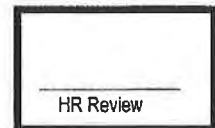
- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Routine Business
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) **CONSENT AGENDA**

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: 200-6620

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list)

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

218-927-7435 Emergency 911
Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

March 29, 2012

Aitkin County Boards of Commissioners,

Attached is a summary of vehicle bids including EPA mileage estimates and warranty information. The prices do not include sales tax, license, title fees or doc fees. The bids are for a 2013 Ford Utility Police Package SUV.

I have included vehicle quotes from Aitkin Motors and Nelson Auto Center. Nelson Auto Center has received the state bid contract for this vehicle. The only other Police Package SUV made is the Chevrolet Tahoe. The 4x4 Tahoe was more expensive and was not "Pursuit Rated" whereas the Ford Utility AWD is "Pursuit Rated."

Sheriff Turner budgeted \$123,000.00 toward the purchase of police vehicles for the 2012 budget year. On 3/27/12, the Board approved the purchase of 4 Chevrolet Impalas at a total cost of \$82,247.35, which leaves a vehicle budget of \$42,752.65.

I recommend the purchase of the following:

- 2013 Ford Utility Police Package SUV from Aitkin Motors at the cost of \$26,859.00.
This is \$81.82 less than Nelson Auto Center.

Undersheriff John Drahota

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

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TOLL FREE 1-888-900-2138

2012 Police Package SUV bids

2013 Ford Utility AWD SUV-Police Package (Pursuit rated)

- EPA mpg estimates 16 city/21 hwy
- 2013 is the first production year for this vehicle
- Warranty-3 yrs/36,000 Bumper-Bumper
5 yrs/100,000 Power-train

\$ 26,859.00 (same options as state bid) Aitkin Motors Quote

- MN state bid (base) \$25,309.82 Nelson Auto Center-Fergus Falls MN
- Added options \$ 1631.00

TOTAL \$ 26,940.82 Nelson Auto Center Quote

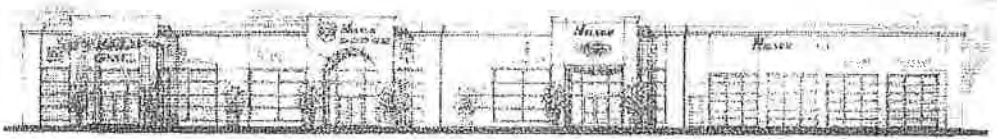
2012 Chevrolet Tahoe 4x4-Police Package (Not Pursuit rated)

- EPA mpg estimates 15 city/21 hwy
- Warranty-3 yrs/36,000 Bumper/Bumper
5 yrs/100,000 Power-train

- MN state bid (base) \$ 31,344.25 Thane Hawkins Polar Chevrolet
- Added options \$ (3,037.90) credit White Bear Lake MN

TOTAL \$ 28,306.35 Thane Hawkins Polar Chevrolet quote

I did not request a local bid due to the extra cost for the Tahoe over the Ford Utility. I recommend the purchase of the Ford Utility.



Fleet Department

2228 College Way • PO Box 338 • Fergus Falls, MN 56538-0338
 218-998-8866 • 800-477-3013 Ext. 8866 • Fax 218-998-8813 • www.nelsonfergusfalls.com

VEHICLE QUOTE NUMBER F AitkinCo K8A

Sold To: Aitkin County
 Attn: John Drahota
 Address: 217 2nd St NW
 Aitkin MN 56431

Date: 03/14/2012
 Phone: 218-927-7423
 FAX: 218-927-7359
 Salesperson: Gerry Womer

Key Code: Ignition/Door:

Stock No.	Year	Make	Model	New/Used	Vehicle ID Number
AitkinCo K8	2013	Ford Police Intercept	4dr Police Utility	New	0
			Color: TBD/Black cloth/vinyl		

Price of Vehicle	Contract 37669	\$25,309.82
Options & Extras		\$1,631.00
Add for Dept. options per specs		\$721.00
Dealer installed options:		
remote start & remote entry		\$475.00
receiver hitch w/4 way flat plug in		\$435.00

Delivery		
Subtotal		\$26,940.82
Trade - in		
Total Cash Price	each:	\$26,940.82

Your Purchase Order # _____ Project # _____ Contract 37669

Thanks for your business!

Ship To / Lessee / End User: Aitkin County
 John Drahota
 Sheriff's Office
 217 2nd St NW
 Aitkin MN 56431

Phone: 218-927-7423
 FAX: 218-927-7359

Signed _____ and initialed _____

Printed Name _____ and Date _____

Nelson Auto Center

Customer: Aitkin County
 Attn: (Name, Title) John Drahot
 Dept: Sheriff's Office
 Address: 217 2nd St NW
 Aitkin MN 56431
 Phone: 218-927-7423
 Fax: 218-927-7359
 email: 888-900-2138
 Contract 37669

Fleet Department
 PO Box 338
 Fergus Falls, MN 56538-0338
 Sue Kaden
 Phone: 218-998-8864
 Fax: 218-998-8813
 sue.fleet@ymail.com

Gerry Worner
 Phone: 218-998-8866
 Fax: 218-998-8813
 gerryworner@nelsonfergusfalls.com

Line 2 Marked Utility Vehicle

Description	Qty	Code	Unit Price	Total Price
1 2013 Ford Police Interceptor Utility Vehicle All Wheel Drive Police 4 door SUV	1	K8A	\$25,309.82	\$25,309.82
Auxiliary rear Air conditioning		17A	\$500.00	
Cloth rear seat, instead of standard vinyl rear seat		88F	\$49.00	
Rear view camera (requires 53M SYNC for \$242)		21B	\$201.00	
Engine block heater		41H	\$29.00	
Delete carpet floor covering; std full rubber floor instead	1	- 16C	(\$103.00)	(\$103.00)
LH spotlight halogen bulb		51Y	\$175.00	
Dual spotlamps w/halogen bulbs		51Z	\$287.00	
LH spotlight w/LED bulb	1	51R	\$324.00	\$324.00
Dual spotlamps w/LED bulbs		51S	\$508.00	
Radio Noise Suppression bonding straps	1	60R	\$82.00	\$82.00
keyed alike (like Crown Vic) 1284X		59B	\$41.00	
keyed alike (like Crown Vic) 0135X		59D	\$41.00	
keyed alike (like Crown Vic) 1435X		59E	\$41.00	
keyed alike (like Crown Vic) 0576X		59F	\$41.00	
keyed alike (new code) 1111X	1	59J	\$41.00	\$41.00
Pre wiring for grille lamp, siren & speaker		60A	\$41.00	
Dome light, rear, in cargo area Red/White	1	17T	\$41.00	\$41.00
Daytime running lamps		942	\$37.00	
Wheel covers 18" full face	1	64B	\$49.00	\$49.00
Remote keyless entry keyfob (w/o keypad; N/A w/keyed alike)		59S	\$213.00	
License Plate bracket - front (Std for MN)	1	153	\$0.00	\$0.00
Front wheel drive instead of standard all wheel drive		-K8A +K7A	(\$1,000.00)	
Lockable gas cap for Easy Fuel Capless Fuel Filler		16L	\$16.00	
BLIS Blind spot monitoring, cross traffic alert, Heated Mirrors (req, 21B \$201 & 53M \$242)		55B	\$402.00	
Four switches on steering wheel (w/o SYNC, 53M)		61R	\$127.00	
Four switches on steering wheel (w/SYNC, 53M)		61S	\$127.00	
100 Watt siren/speaker includes bracket & pigtail		18X	\$246.00	
Garnet Red Clearcoat for MN State Patrol		58M00	\$616.00	
Two tone with vinyl on roof and 4 doors		91A	\$689.00	
Two tone with vinyl on roof, hood, and trunklid		91B	\$689.00	
Two tone with vinyl on roof and 2 front doors		91C	\$574.00	
Dealer installed pinstriping, 25" wide dual pinstripes		PSTRIPE	\$45.00	
Additional owners manual		OMANUAL	\$85.00	
Service/Driveability/Emissions/Electrical Manuals (late avail.)		SMANUAL	\$487.00	
Extended Warranty, Ford Extended Service Plan \$2500 to \$5500; will quote		ESP		
Page 1 subtotal				\$25,743.82

Nelson Auto Center

Customer: Aitkin County

Attn. (Name, Title) John Draioita
 Dept: Sheriff's Office
 Address: 217 2nd St NW
 Aitkin MN 56431

Phone: 218-927-7423
 Fax: 218-927-7359
 email

Contract 37869

Fleet Department
 PO Box 338
 Fergus Falls, MN 56538-0338

Sue Kaden
 Phone: 218-998-8864
 Fax: 218-998-8813
 sue.fleet@ymail.com

Gerry Worner
 Phone: 218-998-8866
 Fax: 218-998-8813
 gerryworner@nelsonfergusfalls.com

Line 2 Marked Utility Vehicle

Page 1 subtotal

\$25,743.82

Additional Factory options:

Police Interior Upgrade (cloth rear seat, carpet front/rear w/4 mats, console)		65U	\$320.00	
rear console plate	recommended	1 95R	\$29.00	\$29.00
Ballistic door panels, driver door only		90C	\$1,300.00	
Ballistic door panels, both front doors		90	\$2,599.00	
rear window switches inoperative		18W	\$21.00	
Rear locks operable, but rear door handles inoperable		-68G, +68L	\$0.00	
Delete rear door locks & handles inoperable (allows them to work)		-68G	(\$29.00)	
Courtesy lamps disabled (Dark car feature)	1	43D	\$16.00	\$16.00
Perimeter anti theft alarm (activated by hood, door, decklid) Unavailable Currently		593	\$98.00	
Reverse sensing		76R	\$226.00	
SYNC Voice Activated Communication System	1	53M	\$242.00	\$242.00
Row 2 glass Light Solar tint, instead of std. deep tint		92R	\$70.00	
Row 2 & cargo glass Light Solar tint, instead of std. deep tint		92G	\$98.00	
Delete Police Interceptor Badge (for unmarked car)		16D	\$0.00	
Vinyl Word "POLICE" wrap on both sides for 2 tone effect		91D	\$652.00	
Lock plunger for doors, hidden		52H	\$115.00	
Lock plunger for doors, hidden, and rear door handles inoperable		52P	\$131.00	
Lockable gas cap for Easy Fuel capless fuel filler		19L	\$16.00	
Roof Rack side rails, black		68Z	\$62.00	
Pkg. #21A Pre-Drilled holes only for LEDs in headlamp housi recommended		86P	\$103.00	
Pkg. #21 Two front integrated LED lights in headlamps		66A	\$750.00	
Pkg. #22 Two rear integrated LED lights in tail lamps		66B	\$349.00	
Pkg. #23 Four flashing LEDs: 2 in back window & 2 liftgate bottom		66C	\$373.00	
Pkg. #24 Wheel PCC8R controller, relay center, wiring, rear plate		67G	\$1,099.00	
Pkg. #25 Wheel Cencom controller, relay center, wiring, & Pkgs. #21-24 +		67H	\$2,800.00	

Dealer Installed Items

Dealer installed keypad keyless entry (must have #595 or DI remote entry)			KPAD	\$175.00
Dealer installed keyless entry (available with any keyed alike code)			KLES	\$290.00
Dealer installed remote start and keyless entry (avail. w/keyed alike)	1		RSTRT	\$475.00
Dealer installed vinyl wrap on 4 doors for two tone			WRAP4	\$385.00
Dealer installed vinyl wrap on 2 front doors for two tone			WRAP2	\$235.00
Dealer installed vinyl wrap on 4 doors & roof for two tone			WRAP4R	\$605.00
Dealer installed 2" receiver hitch w/4 wire flat harness	1		HITCH4	\$435.00
Dealer installed running boards, black			RBDS	\$690.00
Police upfit options available -- will quote; Setina subject to price increase ~1/19/12				
Push Bumper, Setina PB 400, installed			PB400	\$543.00
Setina 110-VSRP partition w/recessed gun panel w/lower extensions			CAGER	\$899.00
Setina 10-VS partition w/o recessed gun panel w/lower extensions			CAGE	\$843.00
Setina 12-VS rear cargo partition			RCAGE	\$681.00
Flashers, Sound Off 2 white (headlights), 2 red (taillights)			4FLASH	\$597.00
Alarm system: Horn/lights upon door/hatch violation w/2 remotes			ALARM	\$187.00
Extra key (w/o microchip, simple "dumb" key) each			KEY	\$5.00
Extra remote entry keyfob each			REMOTE	\$85.00
Transit Improvement Vehicle Excise Tax on any delivery within Anoka, Dakota, Hennepin, Ramsey or Washington Counties; only marked vehicles exempt			TIVET	\$20.00
Option to pick up car in Fergus Falls, MN				(\$45.00)
Total pages 1 and 2				\$26,940.82



Since 1938
AITKIN MOTOR COMPANY

108 Second Street N.E.
Aitkin, Minnesota 56431
218-927-2169

March 21, 2012

Aitkin County Sheriff Dept.

Re: Quote for 2013 Utility Police Interceptor

Our quote for a new 2013 Ford Explorer Utility Police Interceptor is \$26,859.00.
This includes a dealer installed 2" hitch and wiring, remote start, and keyless entry.

This price does not include sales tax, license, title fees or doc fees.

Powertrain Warranty for 60 months or 100,000 miles, whichever comes first, is included in the quote.

Please call me at 218-927-2169 if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Kjelstrom".

Jeff Kjelstrom
AITKIN MOTOR COMPANY

==>

Dealer: F58482

2013 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 8888 Priority: E5 Ord FIN: QC475 Order Type: 5B Price Level: 315

Ord Code: 500A Cust/Flt Name: AITKIN SHERIF PO Number:

	RETAIL		RETAIL
K8A	4DR 4WD POLICE	\$29705	60R NOISE SUPPRESS \$100
	.112.6" WB		85R RR MOUNT PLATE 35
YZ	OXFORD WHITE		SP DLR ACCT ADJ
9	CLTH BKTS/VNL R		SP FLT ACCT CR
W	BLACK INTERIOR		FUEL CHARGE
500A	EQUIP GRP		B4A NET INV FLT OPT NC
99R	.3.7L V6 TIVCT	NC	PRICED DORA NC
44C	.6-SPD AUTO TRAN	NC	DEST AND DELIV 825
53M	SYNC SYSTEM	295	TOTAL BASE AND OPTIONS 31510
	FRT LICENSE BKT	NC	TOTAL 31510
17T	CARGO DOME LAMP	50	*THIS IS NOT AN INVOICE*
41H	ENG BLK HEATER	35	
43D	COURTESY DISABL	20	
51R	DRV LED SPT LMP	395	
59J	KEY CODE 1111X	50	

F1=Help.

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

QC09203

Dealer Installed
Hitch & wiring
Remote Entry & Start

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: April 03, 2012

Via: Patrick Wussow, County Administrator

From: Sheriff Scott A. Turner

Title of Item:

2012 Boat & Water Supplemental Grant

Requested Meeting Date: April 10, 2012 Estimated Presentation Time: _____

Presenter: Sheriff Scott A. Turner

Type of Action Requested (check all that apply)

- For info only, no action requested
- Approve under Routine Business
- For discussion only with possible future action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) _____
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: 202-5840
- Expenditure line account # for this item is: 202-Variou

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Three Grant Agreements for signature

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

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Aitkin, MN 56431

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Sheriff Fax 218-927-7359 / Dispatch Fax 218-927-6887
TOLL FREE 1-888-900-2138

MEMO

TO:	Aitkin County Board	DATE:	April 03, 2012
FROM:	Sheriff Scott A. Turner	RE:	2012 Boat & Water Supplemental Grant

Attached is a copy of the 2012 Boat and Water Supplemental Grant for signatures. Please place this on board for April 10, 2012. This grant will allow us to put extra hours of enforcement on the lakes this summer. This grant is in the amount of \$7000.00. The grant period runs from May 11, 2012 through September 3, 2012. This is an annual grant that we have received for the last several years.

Thank you.

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

ADOPTED April 10, 2012

By Commissioner: xx

041012-0xx

2012 Boat & Water Supplemental Safety Grant

BE IT RESOLVED, that the Aitkin County Board of Commissioners approve the 2012 Boat and Water Safety Agreement on file in the Office of the County Auditor and authorize the Aitkin County Sheriff, County Board Chair and County Auditor to sign the agreement in the amount of \$7,000.00 for the term of May 11, 2011 through September 3, 2012.

Commissioner xx moved 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) ss.
Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 10th day of April A.D., 2012, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 10th day of April A.D., 2012

KIRK PEYSAR, County Auditor

BY _____, Deputy

**2012 STATE OF MINNESOTA
FEDERAL BOATING SAFETY PATROL SUPPLEMENT
GRANT AGREEMENT**

Contract #: 435 33

Receipt ID:

State Accounting Information:

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2012	Source Type REIMB	Vendor Number 0000197275	
Total Amount \$7,000		Project ID R29G80110127		Billing Location A50	DUNS 047464805

Accounting Distribution:

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R290260	Category 84101501	Account 441302	Activity A800002 - Enforcement
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P.O. # 30000 15650	Grant Begin Date May 11, 2012	Grant End Date September 3, 2012
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Grantee Name and Address:

Aitkin County Sheriff's Office
217 - 2nd St. NW, Rm. 185
Aitkin, MN 56431

**2012 STATE OF MINNESOTA
FEDERAL BOATING SAFETY PATROL SUPPLEMENT
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources, Office of Communication and Outreach ("State") and Aitkin Co. Sheriff's Office, 217 - 2nd St. NW, Rm. 185, Aitkin, MN 56431 ("Grantee").

Recitals

1. Under Minnesota Statute § 84.085, Subdivision 1(c) the State is empowered to enter into this grant.
2. The State will make available supplementary funding in the amount noted in this agreement to cover the cost of additional patrol of lakes and rivers in the county during periods of high watercraft use. This, through the use of overtime or additional deputies to enforce the provisions of Chapter 86B, the provisions of Chapter 169A pertaining to motorboats and the Boat and Water Safety Rules, hereinafter referred to as the "Minn. Rules." Also see Exhibit "A" of this agreement for more information on allowable expenses.
3. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant agreement to the satisfaction of the State. Pursuant to Minnesota Statute §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Agreement

1 Term of Grant Agreement

- 1.1 **Effective date:** May 11, 2012. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2012 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant.
- 1.2 **Expiration date:** As allowed under Minnesota Statute §16A.28, Subdivision 6, the expiration date of the grant is certified through September 3, 2012 (one year beyond the fiscal year in which the funds were originally appropriated), or until all obligations have been satisfactorily fulfilled, whichever occurs first. Reimbursement requests for 2012 funds must also be received no later than that date, unless an extension is approved in writing by the State.
- 1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant agreement: 8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15. Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will provide additional boating safety patrol hours during high use periods through the payment of overtime, or the addition of enforcement personnel. The Grantee will submit to the State a written plan to carry out the provisions of this grant.

Reporting Requirements: The Grantee must satisfactorily submit all activity and financial reports by the date(s) requested by the State, unless the State grants an extension in writing.

3 Time

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

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all services performed by the Grantee under this grant agreement as follows:

- (a) **Compensation.** The Grantee will be paid for all boat and water safety activities performed by the Grantee during the term of the Grant up to Seven thousand dollars (\$7,000).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Seven thousand dollars (\$7,000).

4.2 **Payment**

- (a) **Invoices.** The State will promptly pay the Grantee after the Grantee presents an itemized invoice for the services actually performed and the State's Authorized Representative accepts the invoiced services. Invoices shall be submitted in a form prescribed by the State within the dates previously noted in "Term of Grant Agreement" in this contract. An invoice may be submitted by the Grantee not more often than monthly, after the last day of each month from May through July. The invoice for August and September may be combined and submitted after September 3, 2012. Each invoice shall be accompanied by log sheets or activity sheets as described in Exhibit A-5. The final invoice and required narrative report must be submitted to the State not later than September 17, 2012, unless an extension is granted in writing from the State.
- (b) **Federal funds.** Payments under this grant agreement will be made from federal funds obtained by the State through the U.S. Coast Guard, Department of Homeland Security – through the Recreational Boating Safety Financial Assistance program to states, commonwealth and territories (CFDA number 97.012) in U.S.C. 13101-13110 (See Exhibit B). The Grantee is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Grantee's failure to comply with federal requirements.

5 **Conditions of Payment**

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

6 **Authorized Representative**

The State's Authorized Representative is Kim A. Elverum, Assistant Administrator, Office of Communication and Outreach, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4046, (651) 259-5343, kim.elverum@state.mn.us or his/her successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant agreement. If the services are satisfactory, the State's Authorized Representative will certify acceptance on each invoice submitted for payment.

The Grantee's Authorized Representative is the County Sheriff or designee. If the Grantee's Authorized Representative changes at any time during this grant agreement, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Agreement Complete**

- 7.1 **Assignment.** The Grantee may neither assign nor transfer any rights or obligations under this grant agreement without the prior written consent of the State, approved by the same parties who executed and approved this grant agreement, or their successors in office.
- 7.2 **Amendments.** Any amendments to this grant 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 grant agreement, or their successors in office.
- 7.3 **Waiver.** If the State fails to enforce any provision of this grant agreement, that failure does not waive the provision or the State's right to enforce it.
- 7.4 **Grant Agreement Complete.** This grant agreement, including Exhibits "A" and "B," contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant agreement, whether written or oral, may be used to bind either party.

8 **Liability**

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

9 **State Audits**

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

10 **Government Data Practices and Intellectual Property**

10.1 **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute § 13, as it applies to all data provided by the State under this grant agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

11 **Workers' Compensation**

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

12 **Publicity and Endorsement**

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

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

13 Governing Law, Jurisdiction, and Venue

Minnesota law, without regard to its choice-of-law provisions, governs this grant agreement. Venue for all legal proceedings out of this grant agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 Termination

14.1 *Termination by the State.* The State may immediately terminate this grant agreement with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

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

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

(a) Funding for Agreement No. NA is withdrawn by the NA;

(b) It does not obtain funding from the Minnesota Legislature,

(c) Or, if funding cannot be continued at a level sufficient to allow for the payment of services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Grantee notice of the lack of funding within a reasonable time of the State's receiving that notice.

15 Data Disclosure

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Rileen C Marchetto

Date: 03/26/2012

SWIFT Contract/PO No(s) 43533/3000015650

2. GRANTEE:

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

By: _____

Title: County Sheriff

Date: _____

By: _____

Title: Chairman of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(with delegated authority)

Title: Assistant Administrator, Bureau of OCO

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee - 2 (Sheriff's Dept. & Co. Board)
- 3. State's Authorized Representative - Photo Copy

**2012 FEDERAL BOATING ENFORCEMENT
SUPPLEMENTAL AGREEMENT
(CFDA #97.012)**

1. The purpose of this program is to provide supplementary funding to the County to provide for additional boating safety patrol hours during high-use periods through the payment of straight time, overtime, or the addition of enforcement personnel on a temporary basis. Other activities such as rental boat inspections, training, extended search and rescue operations, aids-to-navigation work, aquatic invasive species (AIS) enforcement or inspections, talks and displays **do not qualify** for reimbursement under this program. Incidental on-scene accident investigation, assistance to the public and immediate search and rescue operations by personnel assigned to this program are authorized.
2. Unless otherwise noted in this exhibit, the program shall begin on Friday, May 11, 2012 and end at midnight, Monday, September 3, 2012. Grant return deadline is Wednesday, June 6, 2012 unless an extension is granted in writing from the state.
3. Reimbursable hours and days of operation shall occur during the following days and hours:

The schedule of hours shall be left to the county. Scheduling, however, should be made to coincide with periods of activity or complaints and night patrols are encouraged. *If at all possible, schedules should be canceled or delayed if inclement weather is expected.*
4. Emphasis on this program shall be placed on the following violations:
 - Boating while intoxicated
 - Personal watercraft operation
 - Careless and reckless operation
 - Speed and wake violations
 - Use of navigation lights
 - Other boating equipment and registration violations
5. Allowable costs include overtime patrol hours, additional personnel salary and appropriate fringe benefits associated with patrol. No indirect costs will be paid by the state. Invoices may be submitted at the end of the grant period or as often as monthly. A copy of the daily logs of each deputy involved - showing hours on duty, water body patrolled, boats stopped, citations or warnings issued and other pertinent information on a daily basis must be submitted with the monthly reimbursement invoice. The deputy and his or her supervisor must sign each log sheet. Reimbursement requests must also include a summary of the times and hours worked and total costs for each deputy by date.

All other expenses, such as fuel, training, repairs, boats, meals etc. must be paid by the county (use of the regular 2012 state boat and water safety grant funds for these other expenses is an allowable cost). The county will be responsible for any unemployment or worker's compensation costs associated with the program.
6. Each participating county, with the last payment request, will submit a written review of the program. Final payment will not be made without this narrative, which shall include a summary of the county's activities, accomplishments and suggested changes for future funding.
7. **Deadline for the final invoice and narrative is Monday, September 17, 2012. Any invoice submitted after that date will not be reimbursed, unless an extension is granted in writing from the State.**
8. Hours from this program will be excluded in determining the regular 2014 county grant allocation.
9. These funds are not designed to take the place of existing funding, but rather to supplement it. A copy of the 2012 county supplemental patrol plan must be submitted to the State for approval before the grant may be processed.

**2012 FEDERAL ASSURANCES
NON-CONSTRUCTION PROGRAMS**

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508) and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (1) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et. seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1et seq.).
14. Will comply with P.L. 93-248 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1995 and OMB Circular A-133, "Audits of State, Local Governments and Non-Profit Organizations." *(see below).
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

**If the COUNTY (as defined on page 1 of this grant) expends more than \$500,000 in federal assistance per year, it agrees to have a program-specific or single audit made in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133 – "Audits of States, Local Governments and Non-Profit Organizations." Copies of the audit report are required to be sent to the following: 1) Office of the State Auditor – Single Audit Division, Suite 400, 525 Park Street, St. Paul, MN 55103, 2) Minnesota Department of Natural Resources, Internal Audit Section – Office of Management & Budget Services 500 Lafayette Road, St. Paul, MN 55155 and 3) The Federal Single Audit Clearinghouse located at: Bureau of the Census, Data Preparation Division, 1201 East 10th Street, Jeffersonville, IN 47132.*

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 4-3-12

Via: Patrick Wussow, County Administrator

From: Bobbie Danielson, HR Manager

Title of Item:

Bobbie Danielson

Local 49 Agreement

Requested Meeting Date: 4-10-12 Estimated Presentation Time: _____

Presenter: _____

Type of Action Requested (check all that apply)

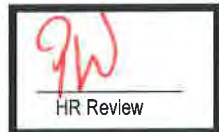
- For info only, no action requested
- Approve under Consent Agenda
- For discussion only with possible future action
- Adopt Ordinance Revision
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Other (please list) _____
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) _____


Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 12:00 pm to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

AITKIN COUNTY HUMAN RESOURCES

Bobbie Danielson, HR Manager
bobbie.danielson@co.aitkin.mn.us
Nicole Visnovec, HR Specialist
nicole.visnovec@co.aitkin.mn.us

Phone 218-927-7306
Job Hotline 218-927-7393
Fax 218-927-7374
www.co.aitkin.mn.us

To: Aitkin County Commissioners

From: Bobbie Danielson, HR Manager 

Date: April 4, 2012

Subject: Local 49 Road & Bridge 2010-2012 Contract and General Negotiations Update
(L49 Wage and Insurance Re-opener for 2011-2012)

Background Information

An agreement has been reached with Local 49 concerning 2011-2012 wages and health insurance. The contract has been updated to include the following:

Wages: 0% general adjustment, plus steps. There will be zero increase to the overall pay scale in 2011 and 2012 over 2010 pay rates. Employees not already at the top of the 13-step pay scale who are due to receive a step increase will be eligible for step movement. The language includes: All employees shall remain at their rate of pay at the expiration of this Agreement until a new Agreement is executed by the parties.

Health Insurance: The cost sharing formula has been removed from the contract. New language:

Effective January 1, 2011, the Employer's contribution toward the total premium for group insurance shall be as follows:

Effective January 1, 2011, \$770.00 per month flat dollar contribution.
Effective January 1, 2012, \$810.00 per month flat dollar contribution.

Any additional amount due shall be paid by the employee.

The three Teamsters units are settled through 2013, the Jail and Supervisory unit include a reopener for 2013. The two AFSCME units (HHS and Courthouse) are not yet settled; their contracts expired 12/31/2010 (contracts continue in effect) and no agreement has been reached for 2011-2013. Mediation will be held with both AFSCME units on April 30, 2012.

Action Requested

Motion to ratify the 2010-2012 Local 49 Road & Bridge I.U.O.E. collective bargaining agreement and authorize the Chairperson and HR Manager to sign.

Please feel free to contact me if you have any questions or concerns.

Aitkin County Courthouse, 217 2nd Street NW, Room 134, Aitkin, MN 56431
Equal Opportunity Employer

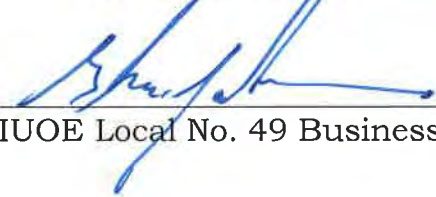
This Agreement between the County Board of Aitkin County and the International Union of Operating Engineers, Local No. 49, signed this 26 day of March, 2012

Chairperson, Aitkin County Board of Commissioners

Aitkin County Human Resources Manager



IUOE Local No. 49 Business Representative



IUOE Local No. 49 Business Manager

Agreement

between

Aitkin County Board of Commissioners

and

The International Union of
Operating Engineers, Local #49

Road & Bridge Department

January 1, 2010 – December 31, 2012

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ARTICLE I
UNION RECOGNITION

Section 1.1: There shall be a check-off of union dues for all permanent employees.

Section 1.2: The parties agree that as a condition of employment, all permanent employees shall pay a Fare Share Fee by check-off to Local No. 49, International Union of Operating Engineers, for services rendered. It is further agreed that any permanent employee who, for reasons of religion or not wanting to be a part of a labor organization, shall pay Fare Share Fee by check-off for services rendered.

ARTICLE II
DEFINITIONS

Section 2.1 Permanent Employee: For purposes of this Agreement “permanent employee” means an employee hired for a position other than temporary or seasonal.

Section 2.2 Employee: For purposes of this Agreement, “employee” means an employee considered as a public employee as defined by PELRA.

Section 2.3 Seasonal Employee: For purposes of this Agreement, “seasonal employee” means a temporary employee hired to cover increased workloads in the department due to peak business demands.

Section 2.4 Temporary Employee: For purposes of this Agreement, “temporary employee” means an employee hired for a pre-established period of time which may not exceed sixty-seven days in a one year period. Temporary employees work standard hours but are not seasonal. Temporary employees are not eligible for benefits as defined under this Agreement.

Section 2.5 Major Holidays: The term “Major Holidays” is defined to include New Year’s Day, Memorial Day, Independence Day, Veterans Day and Christmas Day.

ARTICLE III
MANAGEMENT RIGHTS

Section 3.1: The management of Aitkin County and the direction of working forces, including the right to direct, plan and control the County’s operations, to hire, recall, transfer, promote, demote, suspend, discipline, and discharge employees for good and sufficient reason, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved

operating methods and/or facilities, to manage the County, and perform any inherent managerial functions not specifically limited by this agreement, are vested exclusively in the County Board of Commissioners. The Employer agrees that in the exercising of these rights, it will not alter this Agreement.

Section 3.2: Any term or condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish or eliminate.

ARTICLE IV

HOURS

Section 4.1 Normal Hours: The regular workday for employees shall be eight (8) hours. The regular workweek for employees shall be forty (40) hours, Monday through Friday.

Section 4.2 Summer Hours: Before May 15th of each year, the Employer will decide when members of the Road & Bridge Department will go to Summers Hours, which constitute ten (10) hours per day, Monday through Thursday, from approximately June 1st to September 30th. For those employees on Summer Hours, overtime is defined as all hours worked in excess of ten (10) hours per day, or forty (40) hours per week. Holidays are computed at ten (10) hours, and if a Major Holiday falls on a Friday or Saturday, the preceding Thursday shall be considered the holiday.

The County Engineer will determine Summer Hours for any employee hired after January 1, 1999 within the Road & Bridge Department.

Section 4.3 Overtime Pay: Overtime is defined as all hours worked in excess of eight (8) hours per day or the employee's regular work day if other than eight (8) hours or forty (40) hours per week, and for all hours worked on Saturday, Sunday and legal Holidays, or days observed as Holidays.

Overtime for all employees shall be paid as it is earned at the rate of time and one-half (1-1/2) cash payment. An employee who works on the calendar day on which a Major Holiday falls shall be paid at double time rates. An employee who works on the day observed as a Major Holiday shall be paid at the rate of time and one-half (1-1/2) the employee's regular rate of pay.

Section 4.4 Call Back: A permanent employee called back to work after completing the regular work day, or called out on a day off, shall receive a minimum of four (4) hours compensation at the overtime rate.

Section 4.5 Overtime Distribution: Overtime assignments shall be distributed fairly by classification and shop location. Overtime status will be reviewed quarterly.

Section 4.6 Compensatory Time: An employee working overtime shall have the option of electing compensatory time off in lieu of overtime at the time and one-half (1-1/2) rate subject to the following conditions:

- A. Compensatory time can be accumulated up to a maximum of forty (40) hours.
- B. Prior approval of the County Engineer shall be necessary before using compensatory time.
- C. Compensatory time off shall be taken consistent with the needs of the department.
- D. Compensatory time must be used within the calendar year in which it was earned.
- E. Any unused compensatory time remaining at the end of the calendar year will be paid off at the rate at which it was earned.

Section 4.7 Rest Periods: There shall be a fifteen (15) minute break in the a.m. and a fifteen (15) minute break in the p.m. of a working day for all employees covered under this Agreement.

Section 4.8 Work Location: The Employer may assign an employee to report in the employee's own vehicle to a shop location of equal or less distance than the employee's normal reporting shop location.

ARTICLE V
HOLIDAYS

Section 5.1: All permanent employees shall be granted leave of absence with regular pay on all legal holidays. These are:

New Year's Day	Independence Day	Friday after Thanksgiving
Martin Luther King Day	Labor Day	Christmas Day
President's Day	Veteran's Day	
Memorial Day	Thanksgiving Day	

Section 5.2: If a Major holiday falls upon a Saturday the preceding Friday shall be considered a holiday for all employees. If a Major holiday falls upon a Sunday, the following Monday will be considered a holiday for all employees. The remaining holidays will be observed only when they fall within the regular workweek.

Section 5.3: All permanent employees hired prior to April 1, 1984 shall be eligible for one (1) floating holiday per calendar year. The date of the "Floating Holiday" must be mutually agreed to between the permanent employee and the County Engineer.

ARTICLE VI
VACATIONS

Permanent employees hired prior to April 1, 1984 shall be granted the following vacation schedule:

Completed Years of Service:	Rate of Accumulation of Vacation Hours Earned Per Month:	Working Days Employee May Earn as Vacation Per Year:
0	3.33	5
2	6.67	10
10	10.00	15
17	13.33	20
25	16.67	25

Permanent employees hired after April 1, 1984 shall be granted the following vacation schedule:

Completed Years of Service:	Rates of Accumulation of Vacation Days Per Month of Work:	Working Days Employee May Earn as Vacation Per Year:
0 - 3	1	12
3 - 5	1-1/4	15
5 - 10	1-1/2	18
10 - 15	1-3/4	21
15+	2	24

Any vacation not taken in accordance with the above schedule will be allowed to accumulate up to one and one-half (1-1/2) times the employee's yearly vacation earned.

Employees shall be allowed to take their vacation in accordance with their position on the seniority list according to classification. Accumulated vacation shall be paid upon termination, or in event of the death of the employee, it shall be paid to the beneficiary.

Any vacation will be accrued and utilized by the hour.

Vacation leave may be taken consistent with the needs of the Department subject to the prior approval of the County Engineer or designee.

ARTICLE VII
HEALTH & WELFARE INSURANCE

Section 7.1 Health and Welfare: Aitkin County Road and Bridge Department employees will participate in the Operating Engineers Local #49 Health and Welfare Fund. Permanent employees eligible are those individuals who are members of the Operating Engineers Local #49 and fair share permanent employees, and all new probationary permanent employees who are and will be working on a full-time basis. Since the payment of insurance to the benefit fund is paid on a quarterly basis beginning September 1, December 1, March 1 and June 1, Aitkin County may pro-rate the sum on a monthly basis required to acquire health insurance for the new employee entering into the bargaining unit of Local #49. Upon any employee in this unit terminating his/her employment or going into retirement, Aitkin County will pro-rate and withhold any monies that have been paid for his or her insurance coverage beyond employee termination or retirement date from their last payroll earnings including any fringe benefits due and owing said employee upon termination. The County will withhold the amount equal to the employee's cost share as per current agreement.

Effective January 1, 2010 the County Board agrees to contribute and pay to Local #49, International Union of Operating Engineers Health Insurance Plan up to \$515.00 per month toward the premium for all permanent employees' hospitalization insurance. Any increase in the cost over the \$515 (five hundred fifteen dollars) cap shall be shared equally between the County and the employee.

Effective January 1, 2011, the Employer's contribution toward the total premium for group insurance shall be as follows:

Effective January 1, 2011, \$770.00 per month flat dollar contribution.

Effective January 1, 2012, \$810.00 per month flat dollar contribution.

Any additional amount due shall be paid by the employee.

Section 7.2 Employee Contribution: In no event will the County's contribution exceed the actual cost of the coverage.

Section 7.3 Life Insurance: The County Board agrees to provide and pay for a life insurance policy of \$15,000.00 (fifteen thousand dollars) for all permanent

employees and to provide life insurance coverage in the amount of \$10,000 (ten thousand dollars) for their spouses and dependents to age 19.

ARTICLE VIII
SICK LEAVE

Section 8.1 Sick Leave: All permanent employees shall be credited with one (1) day of sick leave for each month worked. Sick leave shall be accumulated to a maximum of one hundred twenty (120) days. Sick leave will be granted for actual sickness, temporary physical disability, serious illness or death in the immediate family as defined in Section 8.2 and 8.3 or quarantine. The County Engineer, at his/her discretion, may require a doctor's certificate showing the nature of an injury of illness.

If sick leave is depleted, the employee shall be entitled to reduce the severance pay that is set aside as sick leave only after using all of the available sick leave.

Sick leave will be accrued and utilized by the hour.

Section 8.2 Family and Medical Leave: Eligible employees will be granted up to twelve (12) weeks of unpaid Family or Medical leave for their own serious illness, the birth or adoption of a child, or the care of a seriously ill child, spouse, or parent. Family and Medical Leave is defined in Public Law 103-3 and detailed in the Special Supplement published by the Bureau of National Affairs, Inc. Employees taking this leave are entitled to receive health benefits while they are on unpaid leave under the same terms and conditions as when they were on the job. The County guarantees the employee the right to return to their previous or an equivalent position with no loss of benefits at the end of the leave. The employee must use all accrued Sick Leave, Personal Leave, and Vacation prior to starting any unpaid portion as per Aitkin County board Resolution 93-88. The probationary period shall be extended by a period of time equal to the total number of duty days on leave.

Section 8.3 Funeral Leave: Three (3) days sick leave may be taken for death of the employee's spouse, child, parent, sibling, grandparent, grandchild, mother-in-law, or father-in-law. Two (2) additional days may be allowed when travel is necessary, subject to the approval of the Employer.

Section 8.4 Workers' Compensation: In the event that an employee is disabled by an accident or injury which is compensable, the employee will continue to be paid from accumulated sick leave, personal leave, or vacation until Workers' Compensation begins. The Employer will continue to contribute its normal portion of the Medical Insurance in force when the Workers' Compensation begins.

The first Workers' Compensation check shall be signed over to the County to credit the employee's sick leave, comp time, personal leave, or vacation accounts that were charged. These accounts will also be credited with the equivalent time for any taxes that would have been withheld from the amount of the Workers' Compensation check. Continuing Workers' Compensation checks will be retained by the employee and the employee will be allowed to utilize any accrued sick leave, comp time, personal leave, or vacation to maintain their normal payroll deductions.

Under PERA regulations, Workers' Compensation payments are not subject to PERA withholdings. The County payroll department is required to report the status change, when an employee receives Workers' Compensation, on the PERA Salary Deduction Report.

Section 8.5 Severance Pay: All permanent employees of Aitkin County shall be entitled to all unused sick leave accumulated as of January 1, 1996, as severance pay upon retirement, death, layoff or resignation. An employee must be laid off for more than one year before being entitled to severance pay. The requirement of ten (10) years of continuous service is waived as to any payment of severance pay due to death or retirement pursuant to a bona fide retirement plan. Employees' accumulated days of sick leave will be set aside as severance pay at the employee's rate as of January 1, 1996. No new or additional accumulation of severance pay shall take place by any present or new employees of this group after December 31, 1996. After completion of ten years continuous employment with the County or after January 1, 1996, whichever is later, the employee may elect to receive up to 10% of the total accumulated severance pay set aside, (minimum of \$100.00), per year to buy down while (s)he is still employed by the County. The Employee who has completed ten years of continuous employment with the County may take his/her severance pay in full upon retirement, death, layoff, or resignation, or may elect to apply it to insurance premiums as referenced in the following paragraph. In the event of death, the severance payment would be made to the employee's designated beneficiary.

Employees entitled to severance pay pursuant to this Article may utilize any or all of their severance pay for purposes of funding premiums for health insurance under the group policy maintained by the County for its employees and upon depletion of that severance pay, the retired or disabled employee may continue such health insurance coverage and pay to the County the cost thereof, for the period allowed by COBRA. The privilege of electing to use such severance pay to fund insurance premiums shall inure only to the employee personally and shall not apply to his or her beneficiaries and if the employee after such retirement or disability and after electing to fund health insurance premiums by such severance pay, dies with a balance of such severance pay remaining, then such severance pay shall be paid to the employee's beneficiary.

ARTICLE IX
PERSONAL LEAVE

Permanent employees hired prior to April 1, 1984 shall be granted five (5) days personal leave each year not to be accumulative, and permanent employees hired after April 1, 1984 shall be granted four (4) days personal leave not to be accumulative. Personal leave may be taken consistent with the needs of the department subject to the prior approval of the County Engineer or designee. Personal leave days may not be used in increments of less than one-half day.

ARTICLE X
SENIORITY

Section 10.1: A policy of Seniority shall be formulated that will give permanent employees with longer periods of service an opportunity for promotion and also give all employees a feeling of security.

- A. There shall be a seniority list established which shall include the Maintenance Department, based on the employee's original date of hire.
- B. There shall be a seniority list established which shall include the Engineering Department, based on the employee's original date of hire.
- C. There shall be a seniority list established which shall include all permanent employees of the Road and Bridge Department, based on the employees' original date of hire.

Section 10.2: New Employees shall be on a six (6) month probationary period.

Section 10.3: In the event of lay off due to lack of work, employees with the least seniority shall be first to be laid off, then permanent employees with the least seniority shall be laid off, and in the event of rehire, the last permanent employee laid off shall be the first to be rehired, according to shop location. No permanent employee shall be laid off out of turn on the seniority list, according to shop location and classifications.

Section 10.4: In the event of a job opening, the job shall be announced by bulletin and the most senior permanent qualified employee shall be given first opportunity to step up for promotion, according to shop location.

Whenever employees are hired, comparable work experience and/or qualifications may be recognized in which the beginning wage may be set at the

appropriate pay level allowing for the number of years experience and comparable employment.

Section 10.5: Seniority shall be deemed broken if an employee:

- A. Quits or is discharged.
- B. Is laid off for a period exceeding one year.
- C. Is on medical leave of absence for a period exceeding one (1) year, providing that a review will be made by the County at the end of that year.
- D. Fails to report for work at the end of a leave of absence.
- E. Fails to accept a recall from layoff.

Section 10.6: Seasonal employees will be used under the following conditions:

- A. Between the months of May 1 through December 1.
- B. Three can work over sixty-seven (67) days per year.
- C. Salaries for the first sixty-seven (67) days will be set by Board policy. Salaries after sixty-seven (67) days will be set out in Wage Appendix E.
- D. Seasonal employees will not displace permanent full time employees from their usual and customary work.

ARTICLE XI

GRIEVANCE PROCEDURE

Section 11.1 Definition of Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Contract. It is specifically understood that any matters governed by Civil Service rules, merit system rules or statutory provisions shall not be considered grievances and subject to the grievance procedure hereinafter set forth. No disciplinary action which may be appealed to a civil service or merit system authority will be considered a grievance and subject to the grievance procedure herein.

Section 11.2 Organization Representatives: The Employer will recognize employee representatives designated by the exclusive representatives as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The exclusive representative shall notify the Employer in writing of the names of such employee representatives and of their successors when so designated.

Section 11.3 Processing of Grievance: It is recognized and accepted by the exclusive representative and the Employer that the processing of grievances as

hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities.

The aggrieved employee and the employee representative shall be allowed a reasonable amount of time without loss of pay when a grievance is investigated and presented to the Employer during normal working hours, provided the employee and employee representative have notified and received the approval of the designated supervisor who has determined that such absence is reasonable and would not be detrimental to the work programs of the Employer.

Section 11.4 Procedure: Grievances, as defined by Section 1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Contract shall within twenty-one (21) calendar days after such alleged violation has occurred present such grievance to the employee's Supervisor. The Supervisor will meet and discuss the grievance within ten (10) working days and give an answer to such Step 1 grievance within ten (10) working days after the meeting. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the contract allegedly violated, the remedy requested, and shall be appealed to Step 2 within (10) working days after the Supervisor's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented to the Department Head and a meeting date set within ten (10) working days. The Department Head shall give the union the Employer's Step 2 answer in writing within ten (10) working days after meeting on such Step 2 grievance. A grievance not resolved by the final Step 2 answer shall be appealed to Step 3 by the union within ten (10) working days. Any grievance not appealed to Step 3 by the union within ten (10) working days shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 shall be submitted to the Minnesota Bureau of Mediation Services. The Human Resources Manager and the Department Head shall give to the union the Employer's answer in writing within ten (10) working days following the Step 3 meeting. Any grievance not appealed in writing to Step 4 by the union within ten (10) working days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed to Step 4 shall be submitted to arbitration subject to the provisions of the Public Employment

Labor Relations Act of 1971. The selection of the Arbitrator shall be made in accordance with the "Rules Governing Arbitration of Grievance" as established by the Public Employment Relations Board.

Section 11.5 Arbitrator's Authority:

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of the contract. The arbitrator shall consider and decide only the specific issues submitted in writing by the Employer and the Employee, and shall have no authority to make a decision on any other issue not so submitted.
- B. The arbitrator shall be without power to make decisions contrary to or inconsistent with or modifying or varying in any of the applications of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following the close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Contract and to the facts of the grievance presented.
- C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the exclusive representative provided that each party shall be responsible for compensating its own representative and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

Section 11.6 Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered "waived". If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof, within the specified time limits, the employee may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the Employer and the employee in any step.

Section 11.7 Choice of Remedy: If as a result of the written Employer response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of this Article XI or a procedure such as veterans preference or

fair employment. If appealed to any procedure other than Step 4 of this Article XI, the Union and the aggrieved employee shall indicate in writing which procedure is to be utilized -- Step 4 of Article XI or another appeal procedure -- and the employee shall sign a statement to the effect that the choice of any other hearing precludes any subsequent appeal through Step 4 of this Article XI, except that with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.

ARTICLE XII **WAGES**

Section 12.1 Rate of Pay: For 2010, 2011, and 2012, wages applicable to employees covered by this Agreement shall be in accordance with the provisions set forth on Appendix A hereby made a part of this Agreement.

All employees shall remain at their rate of pay at the expiration of this Agreement until a new Agreement is executed by the parties.

Section 12.2 Pay Period: All employees covered by this Agreement shall be paid according to county policy.

Section 12.3 Reclassification: A permanent employee who works 50% or more at a higher job classification in a calendar year shall be eligible for reclassification.

Section 12.4: Permanent employees shall not be reduced in pay scale when assigned work of a lower classification. Employees performing work of a higher pay classification shall receive the wage scale prevailing for the higher classification.

Section 12.5: Insofar as seniority lists are established in the respective departments, so should the right to determine applicable contract clauses rest with those persons directly affected by said clauses; that is to say that personnel in the Road and Bridge Department and Engineering Department should exercise complete control insofar as approving those items in this contract which directly apply to them, that is wage rates. This clause in no way attempts to circumvent or subdivide the Local Union. It merely attempts to place responsibility directly on those individuals affected by the various clauses.

Section 12.6 Jury Duty: All permanent employees shall be paid full salary when called for jury duty. Permanent employees will reimburse to the County the amount of salary they receive as jury duty pay.

Section 12.7 Military Pay: The County agrees to pay full salary for any permanent employee serving on military duty, in accordance with Minnesota State Statutes.

Section 12.8: For any newly created positions, the County is to notify the Union ten (10) days in advance of posting and then negotiate a rate of pay for the new position with the Union.

ARTICLE XIII
SAFETY

The County agrees to furnish all necessary safety equipment for the protection of their employees, and the employees shall use the equipment when necessary.

ARTICLE XIV
SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota, and the signed County. In the event any provision of this Agreement shall be held contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE XV
DURATION

This Agreement shall be in effect from January 1, 2010 and shall continue in effect through December 31, 2012 and from year to year thereafter, unless notice of intention to change, modify, or terminate is given by either party one hundred twenty (120) days prior to December 31st of the year in which the change, modification or termination is to take place.

This Agreement between the County Board of Aitkin County and the International Union of Operating Engineers, Local No. 49, signed this _____ day of _____, 20__.

Chairperson, Aitkin County Board of Commissioners

Aitkin County Human Resources Manager

IUOE Local No. 49 Business Representative

IUOE Local No. 49 Business Manager

Appendix A

Name	Hire Date	Anniversary Date		Salary Increase		Anniversary Date		Salary Increase		Anniversary Date		Salary Increase	
		Hav. Wage		Hav. Wage		Hav. Wage		Hav. Wage		Hav. Wage		Hav. Wage	
Bob Backstrom	4/2/1984	22.77	3.0%	22.77	0%	23.82	4.6%						
Carter Johnson	10/27/2008	19.16	7.8%	19.16	0%	20.04	4.6%						
Jerry DeWitt	8/25/1988	20.98	3.0%	20.98	0%	21.94	4.6%						
David Jackman	6/27/2001	20.04	3.0%	20.04	0%	20.98	4.7%						
Allen Lundquist	6/12/2000	20.98	7.8%	20.98	0%	20.98	0.0%						
Paul White	2/7/2000	20.98	7.8%	20.98	0%	20.98	0.0%						
Randy Thompson	12/1/2004	23.62	3.0%	23.62	0%	24.71	4.6%						
Alan Jensen	11/23/1971	24.71	3.0%	24.71	0%	Retired 12-29-11							
Brad Swenson	3/17/2008	23.62	7.8%	23.62	0%	23.62	0.0%						
Florian Blaszak	12/23/1996	20.98	3.0%	20.98	0%	21.94	4.6%						
Butch Olson	8/11/1997	20.98	3.0%	20.98	0%	21.94	4.6%						
Paul Kazmerzak	5/19/2008	20.62	7.8%	20.62	0%	21.56	4.6%						
Zachary Nott	5/19/2008	18.98	3.0%	Resigned 8-20-10									
Tom Zauhar	6/5/2000	24.71	7.8%	24.71	0%	24.71	0.0%						
Randy Flier	4/16/2001	20.04	3.0%	20.04	0%	20.98	4.7%						
Gene Berg	11/24/1986	20.98	3.0%	20.98	0%	21.94	4.6%						
Larry Danielson	5/18/1987	20.98	3.0%	20.98	0%	21.94	4.6%						
John Moser	6/1/1987	20.98	3.0%	20.98	0%	Retired 11-9-11							
Daniel Graber	6/19/2000	20.98	7.8%	20.98	0%	20.98	0.0%						
Randy Blunt	5/16/2005	19.16	7.8%	19.16	0%	20.04	4.6%						
Donald Courier	6/21/2004	19.16	3.0%	20.04	4.6%	20.04	0.0%						
Richard Flier	12/27/2004	19.16	3.0%	20.04	4.6%	20.04	0.0%						
John Walters	6/20/2011			18.30	Start step 7	18.30	0.0%						
Duane Kraemer	4/18/2001	20.04	3.0%	20.04	0%	20.98	4.7%						

2010	3%	6 mos		1Yr		1Yr		2 Yr		2 Yr		4 Yr		4 Yr	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
N		\$ 15.71	\$ 16.43	\$ 17.19	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.62	\$ 24.71	\$ 25.85	\$ 27.04	\$ 28.31
O		\$ 14.48	\$ 15.13	\$ 15.83	\$ 16.58	\$ 17.35	\$ 18.15	\$ 18.98	\$ 19.87	\$ 20.79	\$ 21.77	\$ 22.77	\$ 23.82	\$ 24.95	\$ 26.10
P		\$ 13.34	\$ 13.95	\$ 14.58	\$ 15.27	\$ 15.98	\$ 16.70	\$ 17.48	\$ 18.30	\$ 19.16	\$ 20.04	\$ 20.98	\$ 21.94	\$ 22.96	\$ 24.02

2011	0%	6 mos		1Yr		1Yr		2 Yr		2 Yr		4 Yr		4 Yr	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
N		\$ 15.71	\$ 16.43	\$ 17.19	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.62	\$ 24.71	\$ 25.85	\$ 27.04	\$ 28.31
O		\$ 14.48	\$ 15.13	\$ 15.83	\$ 16.58	\$ 17.35	\$ 18.15	\$ 18.98	\$ 19.87	\$ 20.79	\$ 21.77	\$ 22.77	\$ 23.82	\$ 24.95	\$ 26.10
P		\$ 13.34	\$ 13.95	\$ 14.58	\$ 15.27	\$ 15.98	\$ 16.70	\$ 17.48	\$ 18.30	\$ 19.16	\$ 20.04	\$ 20.98	\$ 21.94	\$ 22.96	\$ 24.02

2012	0%	6 mos		1Yr		1Yr		2 Yr		2 Yr		4 Yr		4 Yr	
		Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10	Step 11	Step 12	Step 13	
N		\$ 15.71	\$ 16.43	\$ 17.19	\$ 17.99	\$ 18.83	\$ 19.69	\$ 20.62	\$ 21.56	\$ 22.57	\$ 23.62	\$ 24.71	\$ 25.85	\$ 27.04	\$ 28.31
O		\$ 14.48	\$ 15.13	\$ 15.83	\$ 16.58	\$ 17.35	\$ 18.15	\$ 18.98	\$ 19.87	\$ 20.79	\$ 21.77	\$ 22.77	\$ 23.82	\$ 24.95	\$ 26.10
P		\$ 13.34	\$ 13.95	\$ 14.58	\$ 15.27	\$ 15.98	\$ 16.70	\$ 17.48	\$ 18.30	\$ 19.16	\$ 20.04	\$ 20.98	\$ 21.94	\$ 22.96	\$ 24.02

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

ADOPTED JUNE 5, 2001

1. BY COMMISSIONER: PETERSON

060501-072

BE IT RESOLVED, The seasonal pay scale for the Land Department and Road and Bridge Department be set as follows and experience be defined and approved by department heads.

<u>Position</u>	<u>1st Year</u>	<u>Experienced</u>
Laborer	\$7.00 per hr.	\$8.50 per hr.
Equipment Operator	\$8.25 per hr.	\$9.25 per hr.
Crew Leader	\$8.25 per hr.	\$8.75 per hr.
Survey Crew Technician	\$7.75 per hr.	\$8.75 per hr.

BE IT FURTHER RESOLVED, That a personal file for all temporary positions will be maintained and on file in the Human Resources Department. This excludes help obtained from temporary employment agencies and hourly wages pre-established for temporary and seasonal work in the Land and Road and Bridge Departments.

COMMISSIONER MURPHY MOVED THE ADOPTION OF THE RESOLUTION AND IT WAS DECLARED ADOPTED UPON THE FOLLOWING VOTE

ALL MEMBERS PRESENT

ALL MEMBERS VOTING

Yes

STATE OF MINNESOTA)
 County of Aitkin) ss.
 Office of County Auditor,)

I, Kirk Peysar, Auditor, of the County of Aitkin, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 5th day of June A.D., 2001, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE at Aitkin, Minnesota, this 5th day of June A.D. 2001



KIRK PEYSAR, County Auditor

BY _____, Deputy

ADDENDUM

This is an addendum to the agreement dated January 1, 2002 through December 31, 2004 between International Union of Operating Engineers Local No. 49 and Aitkin County Road and Bridge Department.

The pay scale for seasonal/temporary employees who work in excess of 67 days per year will increase by \$0.25 per hour. In addition, this increase will carry over to the following year should said employees be recalled.

FOR: AITKIN COUNTY

FOR: INTERNATIONAL UNION OF
OPERATING ENGINEERS LOCAL 49

Mary Jane
Scott Olson

Breg Waffensmidt
Area Business Representative

Date: November 26, 2002

Date: 12/5/02

MEMORANDUM OF AGREEMENT

Aitkin County and I.U.O.E. Local No. 49

Page 1 of 1

This Memorandum of Agreement is entered into between the County of Aitkin and the Road & Bridge Employees, International Union of Operating Engineers Local Union #49 as an addendum to the Aitkin County Road & Bridge Agreement dated January 1, 2010 through December 31, 2012.

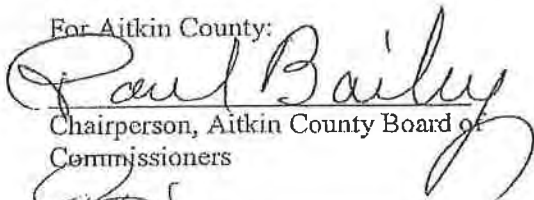
Whereas, the County is currently in need of a year round seasonal employee in order to meet the demands of their rigorous construction schedule, and

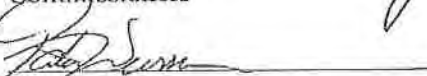
Whereas, the use of seasonal employees is limited as defined in Article X Seniority, Section 10.6 of the collective bargaining agreement between the parties,

Therefore, it is agreed that Aitkin County may employ a seasonal employee to perform seasonal work duties under the following conditions:

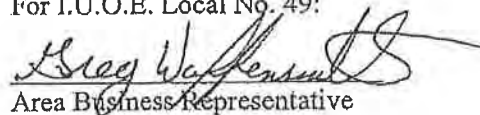
- A. From January 1st through December 31st as needed at the discretion of the County Engineer,
- B. Starting wage and subsequent pay increases in accordance with an Engineering Technician II position classification,
- C. Paid time off benefits to include vacation, holidays, personal leave, and sick leave prorated according to compensated hours worked in the pay period and where full time equivalency is 2080 hours in the calendar year, and
- D. This employee will not receive any insurance benefits, and is not entitled to participate in any voluntary insurance plans, and
- E. This employee will not displace a permanent full time employee from their usual and customary work.
- F. The provision of the Aitkin County Road and Bridge Agreement do not apply to this seasonal employee other than as set forth in paragraphs B and C above.
- G. This Memorandum of Agreement shall in no way set any precedents.
- H. Limited until December 31, 2012, at which time the provisions of the MOA will be negotiated for 2013.
- I. This employee will be a Union member or pay Fair Share.

For Aitkin County:


 Chairperson, Aitkin County Board of
 Commissioners


 Human Resources Manager

For I.U.O.E. Local No. 49:


 Area Business Representative

Dated: 2-10-10

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: April 4, 2012

Via: Patrick Wussow, County Administrator

From: Patrick Wussow, County Administrator

Title of Item:

East Central Regional Library

Requested Meeting Date: 4-10-12 Estimated Presentation Time: _____

Presenter: Barb Misselt, Director ECRL

Type of Action Requested (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes _____ No _____ (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Handout

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

AITKIN COUNTY ADMINISTRATION

Aitkin County Courthouse
217 Second Street N.W. Room 130
Aitkin, MN 56431
218-927-7276
Fax: 218-927-7374

TO: Aitkin County Board of Commissioners

FROM: Patrick Wussow, Aitkin County Administrator

RE: East Central Regional Library Update

DATE: April 4, 2012

Barb Misselt the Director of the East Central Regional Library will attend today's meeting to provide an update to the County Board.

Please contact me prior to the meeting if you have a specific question for Ms. Misselt.



*Connecting and strengthening communities
through the power of knowledge*

Headquarters: 244 South Birch Street
Cambridge MN 55008
Phone (763) 689-7390 FAX (763) 689-7389
www.ecrlib.org

Branches in Aitkin, Chisago, Isanti,
Kanabec, Mille Lacs, and Pine Counties

Aitkin County Library Service

Annual statistics for 2011

- 58,911 library visits were made in Aitkin County
 - 44,812 in Aitkin, average 148 visits per day, 7.4% of region total
 - 14,099 in McGregor, average 56 per day 2.3% of region total
- 11,840
 - 9,028 computer uses in Aitkin, average 29.9 per day, 7.8% of region total
 - 2,812 computer uses in McGregor, average 11.2 per day, 2.4% of region total
- 70,088
 - 48,182 items checked out in Aitkin, 159.5 average items per day, 5.3% of region total
 - 21,906 items checked out in McGregor, 87.6 average items per day, 2.4% of region total

Through ECRL and the Minnesota libraries' network, library service is provided 24/7 via Internet, including connection to real-time librarians through AskMN.

In 2011, Aitkin County provided \$226,163 in support to East Central Regional Library. In 2012, Aitkin County's share of the county portion is \$224,645 (12.09%). ECRL provides library service to Aitkin County residents through 2 branches in Aitkin and McGregor. Aitkin County residents also use any of the other 12 ECRL branches, as well as any public library in Minnesota.

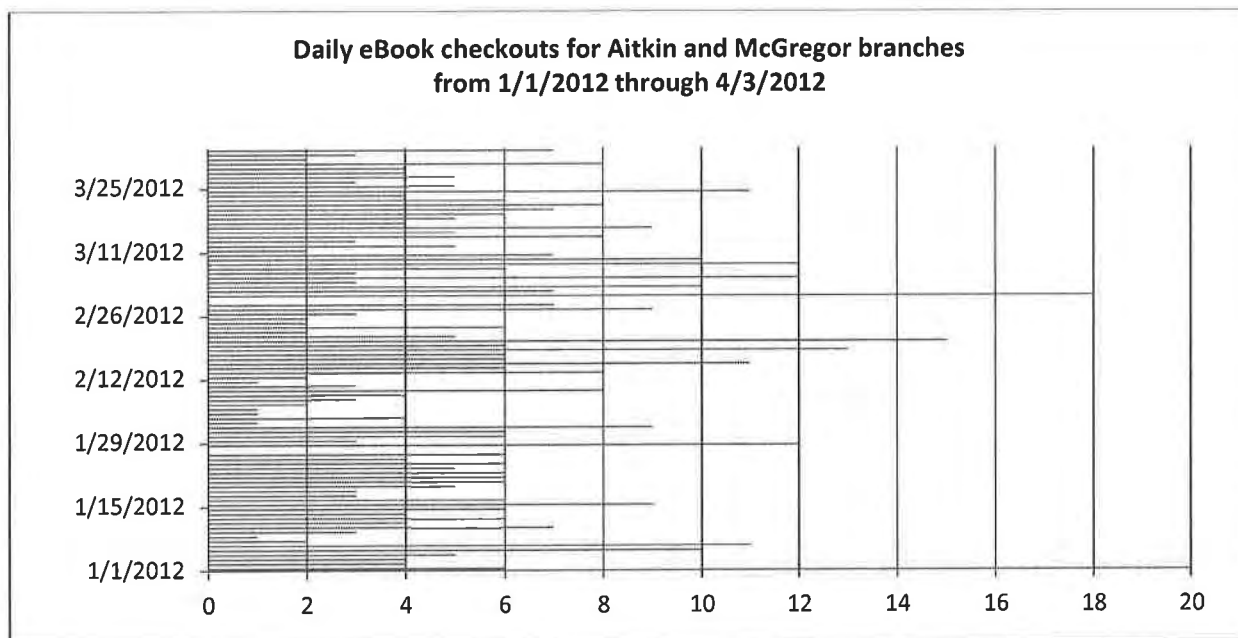
Aitkin County receives full measure for its library expenditure. Following are approximate annual benefits directly attributable to the two branches in Aitkin County:

- Staff salaries, including benefits - \$96,609. The city of Aitkin provides an additional \$12,711 for added staff service.
- Internet lines, for both staff and public access, including wireless access - \$27,595.
- New library items - \$84,686. In 2011 ECRL provided 3,700 books, DVDs, CDs at an average cost of \$23 each for cost and processing (acquiring, cataloging, covers, barcodes, etc)
- eBooks - \$3,572 (2/14 of the contract). In 2011 ECRL spent a total of \$25,000 on eBooks, including the service contract.
- Ancestry.com and Chilton's automotive - \$2,714 (2/14 of the contract). Subscription online research databases for genealogy research and car repair.
- Copy machine/printer - \$4,000. Services including toner for staff and the public.
- Library automation system - \$7,350. 2/14 of the licensing and service contract.

The above listed services total up to \$226,526, or \$1,881 more than Aitkin County's share of the ECRL budget in 2012. That does not include these additional benefits to Aitkin County:

- Outreach services every 2 weeks to the communities of Hill City, Jacobsen, McGrath, and Giese.
- Administrative services:
 - Staff training and personnel management.
 - Financial services for operations including debt collection service for overdue and never returned materials.
 - Filing of required state reports, submission of funding and grant requests, administration of grant programs.
 - Annual audits.
- Website and maintenance of online access for library services and resources.
- Staff computers and a public computer lab at each branch. Maintenance of all computer equipment and wireless access for public use.
- Training and programming for public.
- Staff information guides for assistance – in person, by phone, or online.
- Magazines, newspapers, and reference books through Minnesota’s Electronic Library for Minnesota (ELM), including 3 different editions of Encyclopedia Britannica.
- Summer Reading Program, including a kickoff program at each Branch and Outreach site.
- Delivery service – 4 times per week at each branch. Delivery supports sharing of the region wide collection of 350,000 books, movies, and music. Also delivers items from across Minnesota on interlibrary loan.
- Diverse programming funded through regional libraries’ share of the Arts and Cultural Heritage Funds. Many of these programs have been partnerships with schools.
- Marketing and advocacy at local, state and federal levels.

Our newest service is digital books, or eBooks. We went live for the public on November 17th, 2011 and there has not been a single day when we’ve not had at least one new patron sign up somewhere in the region for the eBook service. The usage is continually growing, and already changing the way we think book selection. We’ve had multiple classes in all branches to help people learn to use the eBooks, funded through a federal grant. The public is thrilled with eBook service and only wants more. We started out with eBooks to read on devices like Nook, Kindle, tablet computers, or smart phones. This summer we will add access to digital audio books. Thus far in 2012, Aitkin patrons have checked out 345 eBooks and McGregor, 178.



Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: April 3, 2012

Via: Patrick Wussow, County Administrator

From: Patrick Wussow, County Administrator

Title of Item:

Mississippi Headwaters Board Meeting – Follow Up

Requested Meeting Date: 4-10-12 Estimated Presentation Time: _____

Presenter: Patrick Wussow, County Administrator & Steve Hughes, Aitkin County Soil & Water

Type of Action Requested (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes _____ No _____ (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) MHB - March 30, 2012 Agenda

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

AITKIN COUNTY ADMINISTRATION

Aitkin County Courthouse
217 Second Street N.W. Room 130
Aitkin, MN 56431
218-927-7276
Fax: 218-927-7374

TO: Aitkin County Board of Commissioners

FROM: Patrick Wussow, Aitkin County Administrator

RE: Mississippi Headwaters Board Meeting – Follow up

DATE: April 3, 2012

On March 30th The Mississippi Headwaters Board (MHB) held a Strategic Planning Session in Walker MN. Several Board members attended the meeting so I expect additional discussion on this item.

At this time staff wanted to take this opportunity to give the Board some ideas of what happened in the past. Steve Hughes, Aitkin County Soil and Water, will be here to talk about two projects: 1) River watch Program and 2) livestock fencing program.

Please contact me if you have questions.



Mississippi Headwaters Board



Strategic Planning Session III and

Upper Mississippi River Gathering 4 Meeting

3/30/12 - 10 am to 4 pm

Northern Lights Casino – Leech Lake Room

Depart from
Courthouse
@ 7:45 a.m.

AGENDA

**Strategic Planning Session
III**

- 10:00 am Opening with introductions and video - Lyle Robinson (MHB Chair)
- 10:40 am Clean Water Fund/Accelerated Implementation Grant introduction – Dan Steward (BWSR)
- 11:40 am Closing – Open discussion – Paul M. Thiede (MHB – Crow Wing County)
- 12:00 to 1:00 pm Lunch with Keynote Speaker: DNR Commissioner Tom Landwehr



**Upper Mississippi River
Gathering 4**

A growing number of leaders and practitioners recognize the importance of the upper reaches of the Mississippi River (from Itasca to St. Cloud). Many new efforts that tie to the Mississippi River are now underway. Leaders and practitioners are gathering to *more strategically work together to further good initiatives, bring more resources and increase the momentum for initiatives* related to water quality, recreation, habitat protection and community development.

- 1:00 pm Water Quality: MHB Strategic Planning Session recap – Lyle Robinson (MHB Chair)
- 1:45 pm Habitat Protection: Current Projects & Proposals – Todd Holman (TNC)
- 2:30 pm Recreation & Community Development: Update on the Mississippi River Corridor Management Plan – John Schaubach and Carol Zoff (DOT)
- 3:15 pm Reports and Announcements
- 4:00 pm Adjourn

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 4-2-12

Via: Patrick Wussow, County Administrator

From: Patrick Wussow, County Administrator

Title of Item:

Aitkin Airport Agreement

Requested Meeting Date: 4-10-12 Estimated Presentation Time: _____

Presenter: Patrick Wussow, County Administrator

Type of Action Requested (check all that apply)

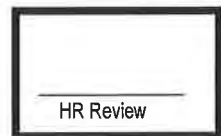
- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes _____ No _____ (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Proposed new contract and copy of original contract

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

AITKIN COUNTY ADMINISTRATION

Aitkin County Courthouse
217 Second Street N.W. Room 130
Aitkin, MN 56431
218-927-7276
Fax: 218-927-7374

TO: Aitkin County Board of Commissioners

FROM: Patrick Wussow, County Administrator

RE: Approve Contractual Agreement between Aitkin County and the City of Aitkin for the Operation of the Aitkin Airport

DATE: April 4, 2012

Attached for your approval is an agreement (proposed and original 1971 agreements) between the City of Aitkin and Aitkin County for the operation of the Aitkin Airport. The County Attorney has reviewed the agreement and his comments related to the insurance have been addressed. This new agreement replaces the agreement that has been in place since 1971.

At least two questions were raised at the March Board meeting:

- 1) The Agreement (section five) has been revised to show that any options for land purchases over \$1,000 must be approved by both the City and County. Previous language did not set a dollar limit for a land option.
- 2) Because this agreement is a rewrite of the 1971 agreement, there is not a redlined version to compare line item changes. The new agreement uses the original as a guide.

The County Attorney comments are attached. Staff worked with MCIT and the City to address insurance questions raised by the County Attorney. The City of Aitkin will carry the insurance through the League of Minnesota cities as they have the responsibilities of maintaining and managing the Aitkin Municipal Airport.

By approving this agreement you are authorizing the Board Chair and County Administrator to sign the agreement.

Please contact me with questions, prior to the meeting.

JAMES P. RATZ
AITKIN COUNTY ATTORNEY
217 SECOND STREET N.W.
AITKIN, MINNESOTA 56431

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

SENIOR ASSISTANT COUNTY ATTORNEY
LISA ROGGENKAMP RAKOTZ

ASSISTANT COUNTY ATTORNEYS
SARAH WINGE
BENJAMIN M. SMITH
REBECCA A. TRAPP

PARALEGALS
MICHELE J. MOTHERWAY
TAMMY K. SPELDRICH

CRIME VICTIM COORDINATOR
JESSICA L. SUNDQUIST
TELEPHONE (218) 927-7446

MEMORANDUM

TO: Patrick Wussow, County Administrator
Kathy Brophy, City Clerk

FROM: Jim Ratz, County Attorney *JPR*

DATE: February 15, 2011

RE: Review of Contractual Agreement between City of Aitkin and County of Aitkin

I have reviewed the above-referenced agreement and would approve said agreement as to form with the following modifications and comments:

1. The references to "Laws 1945, Ch. 303..." should be deleted in that the cited sessions laws have long ago been incorporated into the Minnesota Statutes Chapter 360.
2. With respect to the amount of \$1,000 in Section 5, is it the intent to leave that amount unadjusted?
3. In Section 3, I would recommend designating the County Administrator position as the Assistant Airport Manager with the full authority to fulfill the duties of Airport Manager when the Aitkin City Clerk is absent or the position is vacant.
4. Please consider adding a line or two stating that the Aitkin Airport Commission will obtain liability coverage in amounts of at least the statutory limits set forth in Minnesota Statutes Chapter 466, and coverage that provides for legal representation if the AAC is sued as an entity or through its board.

If you have any questions, please feel free to contact my office.

DEFINITION OF CITY ENDORSEMENT

It is understood and agreed that *city* is amended to include:

AITKIN PUBLIC UTILITY COMMISSION
AITKIN MUNICIPAL AIRPORT COMMISSION
AITKIN ECONOMIC DEVELOPMENT AUTHORITY

All other terms and conditions remain unchanged.

STATE OF MINNESOTA

COUNTY OF AITKIN

City of Aitkin)
AND)
County of Aitkin)

CONTRACTUAL AGREEMENT

WHEREAS, the City of Aitkin hereinafter referred to as the City and the County of Aitkin, hereinafter referred to as the County, through their legislative bodies, established a joint City – County airport as documented in the Contractual Agreement dated September 8, 1971, in accordance with Minnesota Statutes 360 et seq.; and

WHEREAS, the legislative bodies have directed that the said Contractual Agreement dated September 8, 1971, be updated.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. IN GENERAL. The City and the County agreed each with the other to participate as hereinafter provided for the acquisition of a tract of land for the purposes of constructing, expanding and operating an airport thereon and to construct, maintain and operate the airport jointly as hereinafter provided.
2. CONTRIBUTION TO CAPITAL COSTS. The City and County, subject to qualifications hereinafter set out, shall contribute 1/3 and 2/3, respectively, to that portion of the cost of acquisition of the airport site and the capital costs of construction, improvement and development of the airport which are not covered by state and federal contributions thereto. An undivided 1/3 City, 2/3 County in land already acquired for airport purposes by the same shall be deeded without cost as necessary to maintain the required proportion to the following described land, to-wit:

The Northeast Quarter of the Northwest Quarter
(NE ¼ of NW ¼) and Government Lot One (1) of Section
Nineteen (19), Township Forty-Seven (47), Range
Twenty-Six (26)

AND ALSO

2.23 acres of Lot One (1) as in Book 75 of Deeds, page 293 of Section Twenty-four (24), Township Forty-seven (47), Range Twenty-seven (27)

AND ALSO

The Southeast Quarter of the Southwest Quarter (SE ¼ of SW ¼) and the South Half of the Southeast Quarter (S ½ of SE ¼) in Section Eighteen (18) And the Northwest Quarter of the Northeast Quarter (NW ¼ of NE ¼) of Section Nineteen (19), ALL in Township Forty-seven (47), Range Twenty-six (26)

and located in the County of Aitkin, State of Minnesota.

AND ALSO

Any additional property acquired for airport purposes in the future.

3. AIRPORT COMMISSION. The AITKIN AIRPORT COMMISSION was created under the original Contractual Agreement dated September 8, 1971. The Commission shall consist of five (5) members as follows: Two (2) members shall be chosen by the City Council and three (3) members shall be chosen by the County Board. Each member shall serve for terms of three (3) years; the City Council and the County Board making appointment of their respective members as their terms expire. Appointees shall serve until their successors are appointed and qualified. Vacancies shall be filled for the unexpired portion of the term by the appropriate appointing body. The Commission shall choose one of its members as chair.

The Aitkin City Clerk will be appointed as the Airport Manager. The Airport Manager will attend all meetings of the Commission, record the minutes of those meetings, perform all financial tasks associated with the Commission, and act as custodian of Commission records as appropriate.

The County Attorney will be available to the Airport Commission for legal matters that may arise from time to time, as an extension of the County Board.

4. POWERS OF COMMISSION. The Commission, except as hereinafter provided, shall acquire necessary property to establish, construct, enlarge, improve, maintain, equip, operate and regulate an airport and other air navigation facilities and airport protection privileges to be jointly acquired, controlled and operated under this agreement.

The Commission may exercise on behalf of the County and City all the powers of each of such municipalities granted by Minnesota Statutes 360 et seq except as otherwise provided in this agreement.

No real property and no airport, other air navigation facility, or air protection privilege acquired under this agreement shall be disposed of by the Commission by sale, lease or otherwise except by authority of both the City Council and the County Board; but the Commission may lease space, area or improvements and grant concessions on airports for aeronautical purposes.

The Commission shall have authority to hire or retain professional services that may be necessary in accomplishing the purposes for which it was appointed.

The Commission shall have authority to enter into Grant Agreements with the State of Minnesota and with the Federal Aviation Administration, and to expend grant funds in accordance with said agreements.

The Commission shall have authority to advertise for bids and enter into contracts for improvements to the airport as appropriate.

5. REAL PROPERTY. No real property or options on real property, airport, restricted landing area, air protection privileges, or personal property costing in excess of \$1,000.00 shall be acquired, and no condemnation proceedings shall be instituted, except after authority to do so is granted in each individual case by the City Council and the County Board. Condemnation proceedings shall be instituted in the names of the City and County jointly. Real property acquired under this agreement shall be held by the City and the County as tenants in common. The City shall own 1/3 interest and the County shall own a 2/3 interest in the acquired property hereunder.

6. INSURANCE.

(a) Liability Coverage. The Airport Commission shall maintain liability coverage with the League of Minnesota Cities Insurance Trust with a minimum limit equal to the maximum municipal liability limit in Minnesota Statutes, Section 466.04, subd. 1, under standard LMCIT liability coverage forms. Alternatively, the Airport Commission may maintain equivalent private liability insurance coverage. Such coverage may be provided through a commercial general liability ("CGL") policy. Such private liability policies must comply with the following requirements.

- (1) Minimum Limits. Each policy shall have a limit at least equal to the maximum municipal liability limit in Section 466.04, subd. 1. If the policy contains a general aggregate limit, the general aggregate limit shall not be less than \$2,000,000.
- (2) Type of Coverage. The CGL insurance shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and contractually-assumed liability.

(3) Additional Insured. Each Party, and each Party's officers, employees, and volunteers, shall be named as additional covered parties on each policy for all claims arising from Airport Commission activities or operations.

(b) Auto Liability and Property Damage. The Airport Commission may in its discretion procure coverage for auto liability and damage to or loss of property.

(c) Workers' Compensation Coverage. The Airport Commission shall maintain workers' compensation coverage for its employees.

7. BUDGET.

(a) The Commission shall each year, prior to July 1, prepare a budget for airport finances for the ensuing calendar year. The budget shall be in two parts and shall be substantially balanced – revenues and expenditures.

(b) Such budgets shall be submitted not later than August 1 to the City Council and the County Board. The City shall pay 33 1/3 percent and the County shall pay 66 2/3 percent of the total contributions paid into the current airport fund by the City and the County each year. If either the City Council or the County Board fixes its contributions at less than the amount requested by the Commission, the contribution of the other shall be decreased proportionately, unless the latter shall decide to pay a larger portion of the total contribution than is required by this agreement.

(c) The expenditure allowance as finally adjusted and approved by the Commission shall control the year's spending program except that excess revenues received may be spent upon the approval of at least three members of the Commission.

(d) The Commission shall not itself levy taxes or borrow money; and it shall not approve any claims or incur any obligations for expenditure unless there is unencumbered cash in the appropriate airport fund to the credit of the Commission with which to pay the same.

(e) Any surplus in revenue over the cost of maintenance in operating expenses of the properties acquired under this agreement may be transferred by the Commission to the City and County in the same proportion as they are required by this paragraph to contribute for maintenance and operation. However, the City and the County realize that the Commission should attempt to maintain a fund balance equal to 50% of the average budgeted expenditures.

8. FINANCES.

- (a) The City Council shall act as fiscal agent for the Commission.
- (b) For the purpose of financing the necessary expenditures in carrying out the provision of this agreement, there is hereby created in the City accounts and treasury a special fund to be called Airport Fund. Into the Airport Fund shall be placed the various revenues enumerated in the budget provided for in paragraph 6, as well as any grant funds received. From it shall be paid claims for various airport expenditures as so enumerated, as well as any capital project expenses.
- (c) All receipts belonging to the Commission shall be deposited intact in a bank account to the credit of the airport funds and no disbursement shall be made from this fund except by check nor unless a verified claim for services and commodities actually rendered or delivered has first been submitted to and approved for payment by the Commission.
- (d) For purposes of budgeting, accounting and reporting, the fiscal year end of the Commission and the fund shall be December 31.
- (e) An audit of the funds shall be made annually. Such audit may be made independently of or in conjunction with any audit which may be made of the funds of the City.
- (f) Financial Reports will be made available to the City and the County periodically, or upon request.

9. REPORTS. The Commission shall, as soon as possible after the end of each fiscal year prepare and present to the City Council and the County Board a comprehensive annual report of its activities and finances. The Commission shall also prepare and present to federal and state officials such reports as may be required by law, regulation or contract.

10. TERMINATION. This agreement shall be in full force and effect for the term of five years from the date hereof and thereafter for like periods of five years until terminated by written notice from either party to the other party at least one year prior to the expiration of any such period. Notwithstanding termination, power of the Commission under this agreement shall continue to the extent necessary to maintain and operate the airport until disposition under paragraph 10 of the property acquired under this agreement has been achieved.

11. DISPOSITION OF PROPERTY UPON TERMINATION. As soon as practicable after termination of this agreement the City Council and County Board shall dispose of all property acquired under the agreement, including surplus funds, in any manner they shall then agree upon. If no agreement as to

disposition is reached within three months after termination of this agreement, the City Council shall, within 30 days thereafter appoint some person who may be a City official, as its representative; the County Board shall similarly appoint a representative; and the Minnesota Commissioner of Aeronautics shall appoint a third person who shall together constitute an advisory board on disposition of the airport property. This advisory board shall as soon as possible prepare and recommend to the City Council and the County Board a complete plan for the disposition of all property acquired under this agreement and such plan shall provide for the continuation of the use of the property as a public airport, if practicable. Upon termination of this agreement, each party shall provide for the payment of principal and interest on its outstanding bonds issued as a result of this agreement and, in the absence of another arrangement mutually agreed upon, each party shall assume the payment of debts and liabilities incurred by the Commission in the same proportion as it is required to contribute to the joint airport fund under section 6(b).

12. ENFORCEMENT. Specific performance of the provisions of this agreement may be enforced against either party by the other party.
13. AMENDMENTS. This agreement may be amended in any particular by following the procedure used for the adoption of the agreement.

IN WITNESS WHEREOF, the City of Aitkin has caused this agreement to be signed in its corporate name by its Mayor and City Clerk and sealed with the corporate seal of the City; and the County of Aitkin has caused this agreement to be signed by its corporate name by the Chairman of the Board of the County Commissioners and the County Administrator and sealed with the official seal of the County.

Dated this _____ day of _____, 2011.

COUNTY OF AITKIN

CITY OF AITKIN

By _____
Chairman of the Board
of County Commissioners

By _____
Mayor

By _____
County Administrator

By _____
City Clerk

STATE OF MINNESOTA

COUNTY OF AITKIN

Village of Aitkin)
AND)
County of Aitkin)

CONTRACTUAL AGREEMENT

WHEREAS, the Village of Aitkin hereinafter referred to as the village and the County of Aitkin, hereinafter referred to as the county, have had under discussion, through their legislative bodies, the establishment of a joint village - county airport,

AND WHEREAS, such joint agreement seems the most desirable plan for furnishing airport services to the village and the county,

AND WHEREAS, such a plan is authorized by M.S.A. §360 et seq,
NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

1. IN GENERAL. The village and the county agreed each with the other to participate as hereinafter provided for the acquisition of a tract of land for the purposes of constructing, expanding and operating an airport thereon and to construct, maintain and operate the airport jointly as hereinafter provided.

2. CONTRIBUTION TO CAPITAL COSTS. The village and county, subject to qualifications hereinafter set out, shall contribute 1/3, 2/3 to that portion of the cost of acquisition of the airport site and the capital costs of construction, improvement and development of the airport and not covered by state and federal contributions thereto. All preliminary expenses incurred hereunder prior to the acquisition of the airport site not covered by state and federal contributions hereto shall be borne by the village and the county on a 1/3 cost to the village and 2/3 cost to the county. An undivided 1/3, 2/3 in land already acquired for airport purposes by the same shall

CLINTON W. WYANT
ATTORNEY AT LAW
AITKIN, MINNESOTA 56431

be deeded without costs as necessary to maintain the required proportion to the following described land, to-wit:

The Northeast Quarter of the Northwest Quarter (NE $\frac{1}{4}$ of N W $\frac{1}{4}$) and Government Lot One (1) of Section Nineteen (19), Township Forty-seven (47), Range Twenty-six (26)

AND ALSO

2.23 acres of Lot One (1) as in Book 75 of Deeds, page 293 of Section Twenty-four (24), Township Forty-seven (47), Range Twenty-seven (27)

AND ALSO

The Southeast Quarter of the Southwest Quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) and the South Half of the Southeast Quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$) in Section Eighteen (18) and the Northwest Quarter of the Northeast Quarter (NW $\frac{1}{4}$ of NE $\frac{1}{4}$) of Section Nineteen (19), ALL in Township Forty-seven (47), Range Twenty-six (26)

and located in the County of Aitkin, State of Minnesota.

3. AIRPORT COMMISSION. There is hereby created the AITKIN MUNICIPAL AIRPORT COMMISSION. The commission shall consist of five (5) members as follows: Two (2) members shall be chosen by the village council and three (3) members chosen by the county board of county commissioners. Of the members first appointed, one chosen by the village council and one chosen by the county board shall serve for terms ending September 1, 1973. The other chosen by the village shall serve until September 1, 1974; the remaining two chosen by the county board shall serve until September 1, 1972 and September 1, 1974 respectively. Thereafter, all members shall serve for terms of three (3) years. The village council and the county board making appointment of their respective members as their terms expire. Both original and successive appointees shall serve until their successors are appointed and qualified. Vacancies shall be filled for the unexpired portion of the term by the appropriate appointing body. Members shall receive such compensation as the village council and the county board shall determine. The commission shall choose one of its members as chairman and one to act as secretary. In the

event the volume of work handled by the commission shall require it, paid clerical help may be employed by the commission.

4. POWERS OF COMMISSION. The commission, except as hereinafter provided, shall acquire necessary property to establish, construct, enlarge, improve, maintain, equip, operate and regulate an airport and other air navigation facilities and airport protection privileges to be jointly acquired, controlled and operated under this agreement. The commission may exercise on behalf of the county and village all the powers of each of such municipalities granted by M.S.A. 360 et seq except as otherwise provided in this agreement and in Laws 1945, Ch. 303, Sec. 20 as amended rules and regulations provided for by Laws 1945, Ch. 303, Sec. 17, Subd. 3 as amended may be proposed by the commission but shall be enacted only by the council and the county board, pursuant to the provisions of Laws 1945, Ch. 303, Sec. 20 as amended. No real property and no airport, other air navigation facility, or air protection privilege acquired under this agreement shall be disposed of by the commission by sale, lease or otherwise except by authority of both the village council and the county board of commissioners; but the commission may lease space, area or improvements and grant concessions on airports for aeronautical purposes, or purposes (incidental thereto subject to the provisions of Laws 1945, Ch. 303, Sec. 17, Subd. 4 as amended.) This commission shall have authority to hire or retain all employees and professional services that may be necessary in accomplishing the purposes for which it was appointed.

5. REAL PROPERTY. The commission on behalf of the village and county may procure options on real property suitable for the site of the proposed airport. No real property, airport, restricted landing area, air protection privileges, or personal property costing in excess of \$1,000.00 shall be acquired and no condemnation proceedings shall be instituted except after authority to do so has been granted in each individual case by the village council and the county board. Condemnation proceedings shall be instituted in the names of the village and county jointly.

The provisions of Laws 1945, Ch. 303, Sec. 11, Subd. 2 as amended, shall apply to such proceedings. Real property acquired under this agreement shall be held by the village and the county as tenants in common. The village shall own a 1/3 interest and the county shall own a 2/3 interest in the property acquired hereunder.

6. BUDGET.

(a). The commission shall each year, prior to August 1 prepare a budget for airport finances for the ensuing calendar year. The budget shall be in two parts and shall be substantially balanced. Part I shall allow the following items for the airport improvement fund established by paragraph 7:

A. Estimated revenues, divided as follows:

1. Federal and state grants.
2. Contribution from village.
3. Contribution from county.
4. Misc. revenues.

B. Estimated expenditures, divided as follows:

1. Personal services.
2. Services other than personal.
3. Supplies and materials.
4. Equipment.
5. Real estate and improvement.
6. Misc. expenditures.

Part II shall show the following items for the current airport fund created in paragraph 7:

A. Estimated revenues, divided as follows:

1. Federal and state grant and reimbursements.
2. Contribution from village.
3. Contribution from county.
4. Earnings from concessions, leases and charges made for the use of airport facilities.
5. Misc. revenues.

B. Estimated expenditures, divided as follows:

1. Personal services.

2. Services other than personal.
3. Supplies and materials.
4. Equipment.
5. Real estate and improvement.
6. Village bond retirement fund.
7. County bond retirement fund.

b. Such budgets shall be submitted not later than Sept. 1 to the village council and the county board.

Part I of the budget shall be for the information of the village council and the county board to assist in their financial planning. Part II of the budget shall be submitted for action by the village council and county board. The final decision of the village council and the county board as to the requested contributions in Part II shall be reported back to the commission which shall adjust the budget if necessary. The village shall pay 33 1/3 per cent of the total contributions paid into the current airport fund by the village and county each year. If either the village council or the county board fixes its contributions at less than the amount requested by the commission, the contribution of the other shall be decreased proportionately, unless the latter shall decide to pay a larger portion of the total contribution than is required by this agreement. The expenditure allowance as finally adjusted and approved by the commission shall control the year's spending program except that excess revenues received may be spent upon the approval of three members of the commission. The commission shall not itself levy taxes or borrow money; and it shall not approve any claims or incur any obligations for expenditure unless there is an unencumbered cash in the appropriate airport fund to the credit of the commission with which to pay the same. Any surplus in revenue over the cost of maintenance in operating expenses of the properties acquired under this agreement may be transferred by the commission to the village and county in the same proportion as they are required by this

paragraph to contribute for maintenance and operation.

7. FINANCES. For the purpose of financing the necessary expenditures in carrying out the provision of this agreement, there are hereby created in the county accounts and treasury two special funds to be called respectfully the joint airport improvement fund and the joint current airport fund. Into the joint airport improvement fund shall be placed the various revenues enumerated in Part I of the budget provided for in paragraph 6 and from it shall be paid claims for various airport expenditures as so enumerated. Into the joint current airport fund shall be placed the various revenues enumerated in Part II of the budget provided for in paragraph 6 and from it shall be paid claims for various airport expenditures as so enumerated. All receipts belonging to the commission shall be deposited intact in a bank account to the credit of the airport funds and no disbursement shall be made from this bank account except by check nor unless a verified claim for services and commodities actually rendered or delivered has first been submitted to and approved for payment by the commission as authenticated by signature of the chairman and secretary. The county auditor shall account for the fund and the custody of the cash and the bank checking account shall be in the hands of the county treasurer. These officers shall make reports to the commission at reasonable intervals as determined by the commission. For purposes of budgeting, accounting and reporting the fiscal year of the commission and the fund shall be April 30. An audit of the funds shall be made annually. Such audit may be made independently of or in conjunction with any audit which may be made of the funds of the county. Any employee of the commission who handles cash in the process of collection shall furnish a surety bond in such amount as is determined by the commission.

8. REPORTS. The commission shall, as soon as possible after the end of each fiscal year prepare and present to the village council and the county board a comprehensive annual report of its

CLINTON W. WYANT
ATTORNEY AT LAW
AITKIN, MINNESOTA 56431

activities and finances. The commission shall also prepare and present to federal and state officials such reports as may be required by law, regulation or contract.

9. TERMINATION. This agreement shall be in full force and effect for the term of five years from the date hereof and thereafter for like periods of five years until terminated by written notice from either party to the other party at least one year prior to the expiration of any such period. Notwithstanding termination, powers of the commission under this agreement shall continue to the extent necessary to maintain and operate the airport until disposition under paragraph 10 of the property acquired under this agreement.

10. DISPOSITION OF PROPERTY UPON TERMINATION. As soon as practicable after termination of this agreement the village council and county board shall dispose of all property acquired under the agreement, including surplus funds, in any manner they shall then agree upon. If no agreement as to disposition is reached within three months after termination of this agreement, the village council shall, within 30 days thereafter appoint some person who may be a village official, as its representative; the county shall similarly appoint a representative; and the Minnesota Commissioner of Aeronautics shall appoint a third person who shall together constitute an advisory board on disposition of the airport property. This board shall as soon as possible prepare and recommend to the village council and the county board a complete plan for the disposition of all property acquired under this agreement and such plan shall provide for the continuation of the use of the property as a public airport, if practicable. Upon termination of this agreement each party shall provide for the payment of principal and interest on its outstanding bonds issued as a result of this agreement and in the absence of another arrangement mutually agreed upon each party shall assume the payment of debts and liabilities incurred by the commission in the same proportion as it is required to contribute to the joint

current airport fund under section 6b.

11. ENFORCEMENT. Specific performance of the provisions of this agreement may be enforced against either party by the other party.

12. AMENDMENTS. This agreement may be amended in any particular by following the procedure used for the adoption of the agreement.

IN WITNESS WHEREOF, the Village of Aitkin has caused this agreement to be signed in its corporate name by its Mayor and Clerk and sealed with the corporate seal of the village and the County of Aitkin has caused this agreement to be signed by its corporate name by the chairman of the Board of the County Commissioners and the County Auditor and sealed with the official seal of the county.

Dated this 8th day of September 1971.

VILLAGE OF AITKIN

By _____
Mayor

By _____
Clerk

AND

COUNTY OF AITKIN

By Malvin Jacobs
Chairman of the Board of
County Commissioners

By Franklin O. Dinger
County Auditor

Section 2. This ordinance shall take effect and be in force one week from and after its publication.

Dated this 8th day of September 1971.

Michael Zumbach
Mayor - Village of Aitkin

Elmer H. Kalka
Clerk - Village of Aitkin

Melvin Jacobs
Chairman of the Board of
Aitkin County Commissioners

Franklin C. Diaper
County Auditor - Aitkin Co.

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: April 2, 2012

Via: Patrick Wussow, County Administrator

From: Kirk Peysar, County Auditor

Title of Item:

Redistricting - Public Hearing

Requested Meeting Date: 4/10 Estimated Presentation Time: _____

Presenter: Kirk Peysar

Type of Action Requested (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Consent Agenda
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) map

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at 8:00am to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

Kirk Peysar
Aitkin County Auditor

209 Second Street Northwest Rm 202
Aitkin, Minnesota 56431
218.927.7354

April 2, 2012

Census 2010 population for Aitkin County 16,202
Census 2000 population for Aitkin County 15,301
2000/2010 Population increase of 901

Aitkin County has 5 County Commissioner Districts

Current districts with 2000/change/2010 Census data

District 1	3,228	311	3,539
District 2	3,230	290	3,520
District 3	2,989	-31	2,958
District 4	3,090	160	3,250
District 5	<u>2,764</u>	<u>171</u>	<u>2,935</u>
Total:	15,301	901	16,202

The Mean (average) to which the population of each district is compared to is calculated by dividing the population by the number of county commissioner districts ($16,202/5=3,240$) 3,240 is the Mean.

The population of each district must be within 10 percent plus or minus of the Mean.
 $3,240 \text{ plus } 10\%=3,564$, or $3,240 \text{ less } 10\%=2,916$.

The population of each district needs to fall within the range of 3,564 to 2,916.

Aitkin County Commissioner Districts as they currently exist fall within 10 percent plus or minus of the Mean. (3,564 to 2,916)

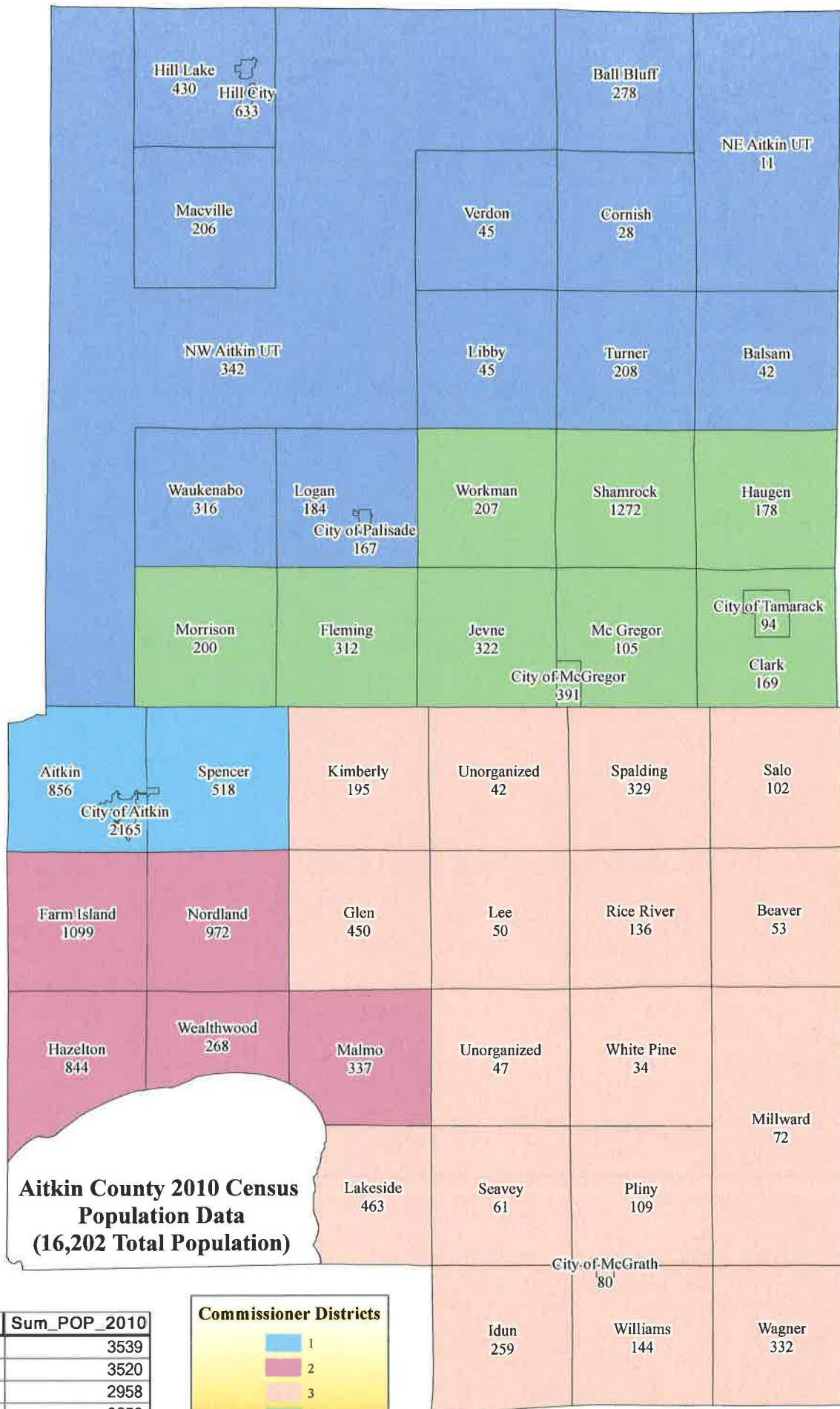
District 1	3,539
District 2	3,520
District 3	2,958
District 4	3,250
District 5	2,935

Calculation of Population Shift Under the Five Percent Rule

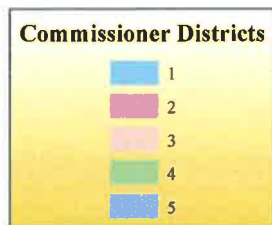
Population divided by number of Districts times five percent
 $(16,202 / 5) * 0.05 = 162$

A change of constituency greater than 162 creates the need for election in the affected commissioner district.

Districts 2 and 4 are open for election by normal rotation. The 5 percent test does not apply to these districts.



COM_DIST	Sum_POP_2010
1	3539
2	3520
3	2958
4	3250
5	2935



Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 03/29/12

Via:

From: Undersheriff John Drahota

Title of Item: Potentially Dangerous Dog hearing

Requested Meeting Date: 04/10/12 Est. Presentation Time: _____

Presenter: Undersheriff John Drahota

Type of Action Requested (check all that apply)

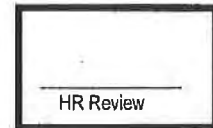
- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Routine Business
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) **Approve or Rescind Potentially Dangerous Dog Notice**

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Police Report, Statement, Misc. forms

Provide eleven (11) copies of supporting documentation **NO LATER THAN Wednesday at 8:00am** to make the Board's agenda for the following Tuesday. Items **WILL NOT** be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)

AITKIN COUNTY ADMINISTRATION

Aitkin County Courthouse
217 Second Street N.W. Room 130
Aitkin, MN 56431
218-927-7276
Fax: 218-927-7374

TO: Aitkin County Board of Commissioners

FROM: Patrick Wussow, Aitkin County Administrator

**RE: Request for Hearing to Remove Potentially Dangerous Dog
Designation- Dog Named Sam**

DATE: April 3, 2012

Attached you will find a request from Allen Ward 48448 197th Avenue, McGregor MN., to contest the designation of Potentially Dangerous Dog for his dog named Sam. Staff will mail the agenda and related packet information to Mr. Ward.

Sheriff Turner and members of the Aitkin County Sheriff's Department will be at the hearing to present and answer any questions relating to their information contained as part of this packet.

The County Board will need to determine if the dog named Sam is potentially dangerous as defined by Mn. Statute.

Please note that the complainant has been notified of the hearing and been invited to speak.

AITKIN COUNTY ADMINISTRATION

Patrick Wussow, County Administrator

Aitkin County Courthouse

217 Second Street N.W.

Aitkin, MN 56431

218-927-7276

Fax: 218-927-7374

March 14, 2012

Allen Wand
48448 197th Avenue
McGregor, MN 55760

Dear Mr. Wand:

Today I received your request for a hearing to contest the determination of potentially dangerous or dangerous dog.

A hearing will be held on Tuesday, April 10, 2012 at 10:30 a.m. in the Aitkin County Boardroom. At that time the Aitkin County Board, as the Animal Control Authority, will hear your arguments. The complainant will also be invited to attend the hearing.

If you have any questions, please feel free to call me.

Sincerely,

Patrick Wussow
County Administrator

cc: Sheriff

Aitkin County Sheriff's Office
Animal Care and Control Program

Date: 3-12-12

ICR # 12-818

DECLARATION OF OWNERSHIP AND REQUEST FOR HEARING

I Certify that I am the owner or person claiming an interest in the animal(s) described on the Notice, and

- 1) I request a hearing to contest the determination of a Potentially Dangerous or a Dangerous Dog.
- 2) My animal has been impounded and I request a hearing for the determination of whether reasonable grounds for the impoundment exist.
- 3) My animal has been impounded and I relinquish ownership of the impounded animal described on the Impoundment Notice to the Aitkin County Sheriff's Office for appropriate disposition by Animal Control. I hereby release the Aitkin County Sheriff's Office, its employees, agents and Animal Control employees and agents from any and all liability arising from the acceptance and disposition of the animal(s).

To the best of my knowledge the animal(s) has _____, has not (check one) bitten any persons or animals in the past fourteen (14) days.

SIGNATURE: [Signature] Date: 3-12-12

PRINTED NAME: Allen James Ward

ADDRESS: 48448 197th Ave
McGregor, MN 55760

PHONE: HOME: (218) 426-4948 WORK: _____

DRIVER'S LICENSE #: E853053380118

THIS NOTICE MUST BE RETURNED BY PERSONAL DELIVERY OR MAIL AND RECEIVED BY THE AITKIN COUNTY ADMINISTRATOR'S OFFICE WITHIN FOURTEEN (14) DAYS FROM THE DATE LISTED ABOVE TO RECEIVE A HEARING BEFORE THE ANIMAL CONTROL AUTHORITY.

Aitkin County Administrator's Office
217 2nd Street NW, RM# 130
Aitkin, MN 56431
Phone: 218-927-7276

MAR 14 2012

**AITKIN COUNTY SHERIFF'S OFFICE
ANIMAL CARE AND CONTROL PROGRAM**

NOTICE OF DETERMINATION

OF

POTENTIALLY DANGEROUS DOG

TO: Name: AT WARD

Address: 48448 9197th Ave

Phone#: 218-426-4948

Your dog, a Black Lab "Sam", has been determined to be
(description)
a potentially dangerous dog within the meaning of Minnesota Statutes 347.50 Subd 3.

The owner of a ~~dangerous~~ or potentially dangerous dog must have a microchip implanted in the dog for identification pursuant to Minnesota Statute 347.515. The name of the microchip manufacturer and the identification number of the microchip must be provided to the animal control authority within 30 days of this notice.

Failure to comply with the microchip requirement is a misdemeanor and may be punished by up to 90 days in jail and/or a fine of \$1000.00.

3/16/12
Date

[Signature]
Deputy

I have read and understand the contents of this notice and acknowledge receipt of a copy thereof.

+ 3-10-12
Date

+ [Signature]
Owner or Caretaker

Check if owner refused to sign

White Copy: Deputy

Yellow Copy: Owner



Aitkin County Sheriff's Office

217 Second Street NW, Room 185
Aitkin, MN 56431
(218) 927-7435

Incident Detail Report

Printed On: Fri, Mar 23, 2012

Case Number: 2012000818	NCIC: MN0010000	Status: CAD Import	Status By:
Juvenile: No	Protected: No	Case Hold: No	Additional Reports: No
			Status Date Time: 03/10/2012 14:24

Call For Service

Date Reported: 3/10/2012 Saturday 12:31 Date Committed Start: 3/10/2012 12:31 Date Committed End:

Received By: 343 How Received: CAD

Description: Animal Complaint CAD Seq Nbr: ACSO:2012:1115

Event Type: CAD Agency: Aitkin County

Case Status: Case Disposition:

Scene

Location:

Business Name:

Low House Nbr: 47215 High House Nbr: Community Code:

Street: 188TH AVE

Unit Nbr/Type: Intersection Street:

City/State/Zip: MCGREGOR, MN 55760 Address:

LGN: 4527 GEO Code: Weather Conditions:

Place Committed: 47215 188TH AVE (473RD ST/472ND ST)

Officer Information

Officer	Dt/Tm Dispatched	Dt/Tm Assigned	Dt/Tm Arrived	Dt/Tm Cleared	Role
209	3/10/2012 12:34		3/10/2012 13:17	3/10/2012 14:21	Primary

Offense Detail

ISN: 01 Offense Code: 7812 Literal: dog at large

Statute: Status: Exceptionally cleared Status Date: 03/10/2012 Criminal Activity:

Counts: Larceny Type: Campus Code: Offense Level:

CAD Offense Code: CAD Literal: Animal Complaint

CAD Disposition: Cleared

Remark:

Disposition:

Aitkin County Sheriff's Office
Case Number 2012000818 (MN0010000)

Incident Detail Report

Printed On: Fri, Mar 23, 2012

Associations

Name: Nelson, Stacey Lea Miller	Driver License: M073128170410	Resident:	
Role: Complainant			
Phone: (651)308-2283	DOB: 8/7/1971	Age (Range): 40	Organization Type:
Address: 1858 E Magnolia, Unit 205, st paul, MN 55119			LGN:
Sex: Female	Race:		Disability:
Eye Color: Blue	Hair Color:	Height: 5'07"	Weight: 190 lbs.
Name: Pieske, Judy Lynne	Driver License: G417012217912	Resident:	
Role: Complainant			
Phone:	DOB: 9/28/1965	Age (Range): 46	Organization Type:
Address: 13311 Hynes rd, rogers, MN 55374			LGN:
Sex: Female	Race:		Disability:
Eye Color: Blue	Hair Color:	Height: 5'02"	Weight: 130 lbs.

Narrative

R: LGN 4527

R: Stacey states she was out for a walk near 486th st and a black lab that they had problems with last summer was being very aggressive again and would like to speak to a deputy

Notes

PROPERTY STOLEN:

NOTIFIED OF VICTIM'S RIGHTS YES NO

TYPE OF EVIDENCE AND LOCATION (BIN, LOCKER, and GARAGE):

DATE AND TIME OCCURRED:

TIME ARRIVED:

TIME CLEARED:

DETAILS:

On 3/10/2012, I was dispatched to the end of Sheshebe Point in reference to a dog complaint. When I arrived, I spoke with the complainant and another woman, Stacey who said that they were in fear of being bit by a dog. The complainant stated that the dog was a big Black Lab and has been in the area for quite a number of years. She started to tell me about how about a year before her friend almost got bit by this dog. I explained that I could not do anything that happened to them about a year ago and so she explained the incident that had occurred that morning.

She stated that she and her friend, Stacey went for a walk around the end of Sheshebe Point and when they got about half-way around the loop, there was a large Black Lab lying in the middle of the road as they have seen it doing in the past. As they approached, it got up and started barking as it got closer. She added that they had her Golden Retriever with them and he was on a leash at the time. She said she thought that the dog was going to bite her as it almost had done to her friend a year ago. I told her that I would go and see what was up with the dog and talk to the owner about this incident.

I drove around the loop and was initially unable to find the dog that was reportedly "always" in the middle of the road. I asked a woman who was out walking and who appeared to be in her mid 60's about a large Black Lab and she pointed towards the way I had just come from. I told her that the only dog I had seen was a large whitish German Shepherd next door to the Demars' place. She replied that was the house and they owned both the Black Lab and the Shepherd. I asked her if she was ever concerned about the Black Lab and she said that he has come out to bark, but she is not afraid of him. She also said that he lies in the roadway a lot, but the locals know he is pretty much harmless. She never mentioned and I didn't ask if she knew about any issues with people who were out walking their dogs. I then turned the car around and was able to find the owner's residence and pulled into the yard.

The owner's wife, Katherine, met me at the door and as we were talking, the Black Lab came up the driveway and was barking at me. I reached out and let him smell my hand then he allowed me to pet him. The German Shepherd came up to me in much the same manner and appeared to want to play. I started speaking with her when her husband came out and I started over explaining why I was there. Both Allen and Katherine said that the Lab was all bark and had never bitten anyone. During the conversation, he did say that he has had to go and get the dog from the roadway when people are out with their own dogs while walking.

Notes

He said that "Sam" can get a little possessive of the road right in front of the house when it comes to other dogs. It was this statement that concerned me enough to write the owner the papers for a Potentially Dangerous Dog. I did write those papers and gave him a copy which he acknowledged receipt by signing. I explained that he had the right to a hearing by the County Board and he could plead his case to them. I showed him the form to use for an appeal and gave him a copy of the MN Statutes. I specifically showed him the definitions as listed in MN Statute 347.50 Subd.3 (2). With that done, I cleared the scene.

On 3/21/12, I was able to make contact with Stacey Nelson and took a statement from her about this incident. I was advised that Judy Pieske was on vacation and would be back in a week. I will make contact with her at a later date so as to get her side of the situation.

END OF REPORT

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

Telephone: 218-927-2138
Toll Free: 1-888-900-2138
Fax: 218-927-7359

March 23, 2012

Judy Pieske
[REDACTED]
[REDACTED]

RE: Potentially Dangerous Dog hearing, ICR 12-818.

Dear Ms. Pieske,

On March 10, 2012, you contacted our office regarding an aggressive dog that approached you while out walking. Based on the information provided to Deputy Lawrence Derksen regarding the incident, the owner of the dog, Allen Ward, was served a notice designating his dog, "Sam" as a Potentially Dangerous Dog. Sam is described as a large Black Lab.

As part of due process, the owner has requested a hearing on this matter to challenge the Potentially Dangerous Dog determination. This letter is to inform you that a hearing date and time has been set before the Aitkin County Board, who is the hearing authority. The hearing date is Tuesday, April 10, 2012 at 10:30 a.m. in the Board Room of the Aitkin County Courthouse. Your presence is not required but I encourage you to attend and provide personal input to the County Board in order to aid them in making their decision on this matter. Without personal input from the victim(s), the Board must rely upon testimony presented by the dog owner and the police report and statements. I would ask that you contact me prior to the hearing date to let me know whether you plan on attending. I can be reached direct by calling 218-927-7423.

Sincerely,



John Drahotka
Undersheriff
ACSO

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, Room 185
Aitkin, MN 56431

Telephone: 218-927-2138
Toll Free: 1-888-900-2138
Fax: 218-927-7359

March 23, 2012

Stacey Miller-Nelson
7172 Grey Squirrel Rd.
Lino Lakes MN 55014

RE: Potentially Dangerous Dog hearing, ICR 12-818.

Dear Ms. Miller-Nelson,

On March 10, 2012, our office was contacted regarding an aggressive dog that approached you and a friend while out walking. Based on the information provided to Deputy Lawrence Derksen regarding the incident, the owner of the dog, Allen Ward, was served a notice designating his dog, "Sam" as a Potentially Dangerous Dog. Sam is described as a large Black Lab.

As part of due process, the owner has requested a hearing on this matter to challenge the Potentially Dangerous Dog determination. This letter is to inform you that a hearing date and time has been set before the Aitkin County Board, who is the hearing authority. The hearing date is Tuesday, April 10, 2012 at 10:30 a.m. in the Board Room of the Aitkin County Courthouse. Your presence is not required but I encourage you to attend and provide personal input to the County Board in order to aid them in making their decision on this matter. Without personal input from the victim(s), the Board must rely upon testimony presented by the dog owner and the police report and statements. I would ask that you contact me prior to the hearing date to let me know whether you plan on attending. I can be reached direct by calling 218-927-7423.

Sincerely,



John Drahota
Undersheriff
ACSO



Aitkin County Sheriff's Office
 217 Second Street NW, Room 185
 Aitkin, MN 56431
 (218) 927-7435

2012000818 003 NTE Statement: Nelson, Stacey Lea Miller

Supplemental Reports

Printed On: Thu, Mar 29, 2012

Description: Statement: Nelson, Stacey Lea Miller Sequence: 003 Report Date: 03/26/2012
 Case Number: 2012000818 N C I C: MN0010000 Off Cd: 7812 Report Type: Notes
 Officer: 981 Approval Process: Secured: No
 CSI Status: Status By: 981 Status Dt/Tm: 03/26/2012 12:16

Notes

**AITKIN COUNTY SHERIFF'S DEPARTMENT
 VOLUNTARY STATEMENT**

THIS STATEMENT IS GIVEN VOLUNTARILY BY: STACEY LEA MILLER NELSON
 STATEMENT IS IN REFERENCE TO ICR #: 12-0818
 DEPUTY TAKING STATEMENT: DEPUTY LARRY DERKSEN
 DATE OF STATEMENT: MARCH 21, 2012

- Q THE DATE IS MARCH 21ST, 2012. THE TIME IS UH, 8:02 PM. I AM ON THE PHONE SPEAKING WITH STACEY... IS IT LEIGH OR IS IT LEA?
- A STACEY LEA MILLER...
- Q STACEY LEA MILLER..
- A NELSON.
- Q NELSON. UH, HER DATE OF BIRTH IS 8-7-1971. HER ADDRESS IS 7172 GRAY SQUIRREL ROAD. IT'S LINO LAKES, MINNESOTA 55014. PHONE NUMBER IS 651-308-2283. THIS IS IN REFERENCE TO ICR NUMBER 12-818. UH, STACEY I'M GONNA DIRECT YOUR ATTENTION BACK TO UH, MARCH 10TH AT UH... WELL I, I HAVE APPROXIMATELY 12:30. IT'S PROBABLY A LITTLE BIT BEFORE THAT. IS THAT UH, WHEN YOU WERE OUT ON SHESHEBE POINT ON A WALK. IS THAT CORRECT?
- A YES. THAT'S CORRECT.
- Q OKAY. WHY DON'T YOU IN YOUR OWN WORDS TELL ME WHAT HAPPENED THAT

Notes

DAY.

- A UM, JUDY 'N I AND MY DOG WERE WALKING ON THAT ROAD. WHAT IS IT CALLED?
- Q THAT THE, WELL THAT'S THE SHESHEBE POINT ROAD IS WHAT WE..
- A OKAY. WE, HE WOULD CALL IT THE RAINFOREST ROAD SO. UM, WE WERE WALKIN' ALONG THERE AND UM, THE BIG BLACK LAB WAS STANDING IN THE MIDDLE OF THE STREET. AND, 'N THEN THERE WAS ANOTHER DOG KIND OF ON THE SIDE OF THE STREET. BUT AS WE GOT CLOSER TO THE BIG BLACK DOG, I THINK IT LOOKS LIKE A LAB IT STARTED TA BARK AT US. AND THE CLOSER WE GOT THE CLOSER IT GOT TA US. SO, LIKE CLOSER WE GOT TO IT 'N I HAD MY DOG ON MY SIDE SO I COULD KEEP A CLOSE EYE ON HER. 'N THAT DOG KINDA KEPT BARKIN' 'N IT GOT LOUDER 'N LOUDER. 'N THEN IT STARTED TA COME AT US A LITTLE BIT.
- Q 'N NOW...
- A 'N WE...
- Q DID THIS OTHER DOG WAS ON THE PUBLIC ROAD AT THE TIME?
- A YEAH. IT WAS IN THE MIDDLE A THE ROAD.
- Q OKAY. GO AHEAD.
- A 'N THEN UM, WE STARTED TA YELL AT THE DOG TELLIN' IT TA GO HOME, GO HOME, GO HOME. AND IT STOPPED BARKING UM, 'N IT KINDA JUST, IT BASICALLY JUST KINDA SAT THERE AFTER WE GOT PAST IT. 'N THEN AS SOON AS WE GOT PAST IT IT CONTINUED TA BARK A LITTLE BIT BUT IT DIDN'T FOLLOW US. BUT IT, AS WE CAME UP TO IT IT KINDA CAME TOWARDS ME 'N MY DOG 'N JUST..
- Q OKAY. AND JUDY IS UM, JUDY IS A PIESKE?
- A UH, PIESKE.
- Q PIESKE. OKAY. UM, AND YOU HAD YOUR GOLDEN RETRIEVER OUT?
- A YES.
- Q OKAY. NOW YOUR, YOUR GOLDEN RETRIEVER WAS ON A LEASH AT THE TIME?
- A YES.
- Q OKAY. UM, YOU, NOW THIS DOG WAS IN THE MIDDLE OF THE ROAD. WAS THAT UM,

Notes

ON THE GRAVEL PORTION OR THE TAR PORTION?

A GRAVEL.

Q OKAY. SO THAT'S THE VERY END, THE LOOP UH, AT THE VERY END OF THE ROAD IS THAT CORRECT?

A YES.

Q OKAY. UH, ALRIGHT. JUST WANNA MAKE SURE SO THAT IT, WE GET A, KIND OF A PICTURE OF WHAT'S GOING ON HERE. UM, DID ANYBODY COME OUT AND TRY TO CALL THE DOG BACK? DID THEY YELL OR ANYTHING?

A NOPE. NOPE. NOBODY WAS OUTSIDE.

Q OKAY.

A IT WAS A LITTLE, I MEAN IT WAS A NICE DAY BUT IT WAS A LITTLE COOLER.

Q OKAY. UH, BUT THE DOG, NOW HOW CLOSE DID THE DOG GET TO YOU AT THAT TIME?

A I WOULD SAY IT, PROBABLY FOUR FEET, FIVE FEET MAYBE.

Q 'N IT WAS BARKING THE ENTIRE TIME?

A YEAH.

Q DID IT SNAP AT ANY TIME? DID IT, DID IT LUNGE OR DID IT JUST..

A IT, IT, IT KINDA LUNGED AT, YA KNOW IT KINDA LIKE STARTED TA COME TOWARDS US 'N KINDA, NOT, I WOULDN'T CALL IT LIKE SNAPPED AT US BUT IT, IT, IT MADE ME NERVOUS.

Q OKAY.

A I MEAN I, I WAS NERVOUS FOR MY DOG 'CUZ I WAS AFRAID HE WAS GONNA GO AFTER ME OR MY DOG.

Q OKAY. NOW YOU SAID THERE WAS ANOTHER DOG THAT WAS THERE. WHAT KIND A DOG WAS THAT DO YOU REMEMBER?

A IT LOOKED LIKE A GERMAIN SHEPHERD OR SOMETHIN'.

Notes

- Q OKAY.
- A IT WAS MORE OF A WHITEISH COLOR.
- Q OKAY. 'N WHAT WA..
- A GERMAIN SHEPHORD.
- Q WHAT WAS THAT DOG DOING?
- A NOTHIN'. REALLY I MEAN IT BARKED A LITTLE A LITTLE BUT IT STAYED RIGHT ON THE SIDE. IT PROBABLY WAS RIGHT ON THE END OF THEIR PROPERTY OR A LITTLE BIT ON THE ROAD.
- Q OKAY. (PAUSE) ALRIGHT. AND AS YOU WALKED AWAY DID THE DOG TURN 'N WALK AWAY? DID IT LEAVE YOU ALONE? DID IT FOLLOW YOU? WHAT DID IT DO?
- A IT PRETTY MUCH JUST LEFT US ALONE.
- Q OKAY. (PAUSE) AND, BUT YOU HAD TA YELL AT IT, KINDA...
- A OH YEAH.
- Q GET IT TA GO, GO WALK AWAY FROM YOU?
- A YEAH. YEAH. I MEAN I, I HAD MY FOOT READY TA KICK IT 'CUZ I, I THOUGHT IT WAS COMIN'.
- Q OKAY. IS THERE ANYTHING ELSE THAT, THAT YOU CAN ADD AT THIS TIME STACEY?
- A NO I JUST, IT'S VERY NERVE WRACKING TA WALK THAT ROUTE.
- Q OKAY. BECAUSE OF THAT ONE DOG?
- A BECAUSE OF THAT ONE DOG.
- Q OKAY. NO OTHER DOG, NO OTHER DOG PROBLEMS IN THAT AREA?
- A UM, DO I KNOW OF ANY OTHER DOG PROBLEMS?
- Q HAVE, HAVE YOU HAD ANY IN, IN RIGHT, LIKE RIGHT...
- A NO WE, NO WE'VE NEVER HAD ANY OTHER ISSUES.

Notes

Q OKAY. 'N HOW LONG HAVE YOU BEEN WALKING IN THIS, IN THIS GENERAL AREA?

A UM, TWO YEARS.

Q OKAY. 'N THAT DOG..

A MOSTLY DURING THE SUMMER.

Q HAVE YOU SEEN THAT DOG BEFORE?

A YEAH.

Q 'N HAS, HAS THIS DOG EVER APPROACHED YOU BEFORE?

A YES.

Q OKAY.

A YES.

Q SO, BUT YOU NEVER REPORTED IT BEFORE NOW.

A NO. WE NEVER THOUGHT ABOUT IT.

Q OKAY.

A YA KNOW I THINK WE WERE, YA KNOW. I KNOW JUDY'S AFRAID OF RAMIFICATIONS OF IT BUT. SHE DOESN'T THINK IT'S FAIR THAT SHE CAN'T GO ON THAT WALK.

Q OKAY.

A BECAUSE OF THAT DOG.

Q ALRIGHT. IS THERE ANYTHING ELSE THAT YOU CAN ADD AT THIS TIME?

A NOPE.

Q OKAY. I'M GONNA GO AHEAD 'N END THE STATEMENT ON THE SAME DATE AT 8:07 PM.

A PERFECT.

Notes

WITNESS

PERSON MAKING STATEMENT

DATE

WITNESS

I HAVE RECEIVED COPY

DATE

I HEREBY CERTIFY THIS IS AN ACCURATE REPRODUCTION OF ALL QUESTIONS ASKED AND ANSWERED AS BEST I COULD TRANSCRIBE OF THE TAPED STATEMENT TAKEN ON MARCH 21, 2012 BY DEPUTY LARRY DERKSEN OF STACEY LEA MILLER NELSON.

2011 Minnesota Statutes

Regulation of Dangerous Dogs

347.50 DEFINITIONS.

Subdivision 1. Terms.

For the purpose of sections 347.50 to 347.56, the terms defined in this section have the meanings given them.

Subd. 2. Dangerous dog.

"Dangerous dog" means any dog that has:

- (1) without provocation, inflicted substantial bodily harm on a human being on public or private property;
- (2) killed a domestic animal without provocation while off the owner's property; or
- (3) been found to be potentially dangerous, and after the owner has notice that the dog is potentially dangerous, the dog aggressively bites, attacks, or endangers the safety of humans or domestic animals.

Subd. 3. Potentially dangerous dog.

"Potentially dangerous dog" means any dog that:

- (1) when unprovoked, inflicts bites on a human or domestic animal on public or private property;
- (2) when unprovoked, chases or approaches a person, including a person on a bicycle, upon the streets, sidewalks, or any public or private property, other than the dog owner's property, in an apparent attitude of attack; or
- (3) has a known propensity, tendency, or disposition to attack unprovoked, causing injury or otherwise threatening the safety of humans or domestic animals.

Subd. 4. Proper enclosure.

"Proper enclosure" means securely confined indoors or in a securely enclosed and locked pen or structure suitable to prevent the animal from escaping and providing protection from the elements for the dog. A proper enclosure does not include a porch, patio, or any part of a house, garage, or other structure that would allow the dog to exit of its own volition, or any house or structure in which windows are open or in which door or window screens are the only obstacles that prevent the dog from exiting.

Subd. 5.Owner.

"Owner" means any person, firm, corporation, organization, or department possessing, harboring, keeping, having an interest in, or having care, custody, or control of a dog.

Subd. 6.Substantial bodily harm.

"Substantial bodily harm" has the meaning given it under section 609.02, subdivision 7a.

Subd. 6a.Great bodily harm.

"Great bodily harm" has the meaning given it under section 609.02, subdivision 8.

Subd. 7.Animal control authority.

"Animal control authority" means an agency of the state, county, municipality, or other governmental subdivision of the state which is responsible for animal control operations in its jurisdiction.

Subd. 8. Provocation.

"Provocation" means an act that an adult could reasonably expect may cause a dog to attack or bite.

History:

1988 c 711 s 1; 1989 c 37 s 3-5; 1994 c 550 s 1; 1Sp2001 c 8 art 8 s 14,15; 2008 c 325 s 2

347.51 DANGEROUS DOGS; REGISTRATION.

Subdivision 1.Requirement.

No person may own a dangerous dog in this state unless the dog is registered as provided in this section.

Subd. 2. Registration.

An animal control authority shall issue a certificate of registration to the owner of a dangerous dog if the owner presents sufficient evidence that:

- (1) a proper enclosure exists for the dangerous dog and a posting on the premises with a clearly visible warning sign that there is a dangerous dog on the property, including a warning symbol to inform children;
- (2) a surety bond issued by a surety company authorized to conduct business in this state in a form acceptable to the animal control authority in the sum of at least \$300,000, payable to any person injured by the dangerous dog, or a policy of liability insurance

issued by an insurance company authorized to conduct business in this state in the amount of at least \$300,000, insuring the owner for any personal injuries inflicted by the dangerous dog;

(3) the owner has paid an annual fee of not more than \$500, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section; and

(4) the owner has had microchip identification implanted in the dangerous dog as required under section 347.515.

Subd. 2a. Warning symbol.

If an animal control authority issues a certificate of registration to the owner of a dangerous dog pursuant to subdivision 2, the animal control authority must provide, for posting on the owner's property, a copy of a warning symbol to inform children that there is a dangerous dog on the property. The warning symbol must be the uniform symbol provided by the commissioner of public safety. The commissioner shall provide the number of copies of the warning symbol requested by the animal control authority and shall charge the animal control authority the actual cost of the warning symbols received. The animal control authority may charge the registrant a reasonable fee to cover its administrative costs and the cost of the warning symbol.

Subd. 3. Fee.

The animal control authority may charge the owner an annual fee, in addition to any regular dog licensing fees, to obtain a certificate of registration for a dangerous dog under this section.

Subd. 3a. Dangerous dog designation review.

Beginning six months after a dog is declared a dangerous dog, an owner may request annually that the animal control authority review the designation. The owner must provide evidence that the dog's behavior has changed due to the dog's age, neutering, environment, completion of obedience training that includes modification of aggressive behavior, or other factors. If the animal control authority finds sufficient evidence that the dog's behavior has changed, the authority may rescind the dangerous dog designation.

Subd. 4. Law enforcement; exemption.

The provisions of this section do not apply to dangerous dogs used by law enforcement officials for police work.

Subd. 5. Exemption.

Dogs may not be declared dangerous if the threat, injury, or damage was sustained by a person:

- (1) who was committing, at the time, a willful trespass or other tort upon the premises occupied by the owner of the dog;
- (2) who was provoking, tormenting, abusing, or assaulting the dog or who can be shown to have repeatedly, in the past, provoked, tormented, abused, or assaulted the dog; or
- (3) who was committing or attempting to commit a crime.

Subd. 6.

[Repealed, 1Sp2001 c 8 art 8 s 30]

Subd. 7. Tag.

A dangerous dog registered under this section must have a standardized, easily identifiable tag identifying the dog as dangerous and containing the uniform dangerous dog symbol, affixed to the dog's collar at all times.

Subd. 8. Local ordinances.

A statutory or home rule charter city, or a county, may not adopt an ordinance regulating dangerous or potentially dangerous dogs based solely on the specific breed of the dog. Ordinances inconsistent with this subdivision are void.

Subd. 9. Contracted services.

An animal control authority may contract with another political subdivision or other person to provide the services required under sections 347.50 to 347.565. Notwithstanding any contract entered into under this subdivision, all fees collected under sections 347.50 to 347.54 shall be paid to the animal control authority and all certificates of registration must be issued in the name of the animal control authority.

History:

1988 c 711 s 2; 1989 c 37 s 6-10; 1991 c 195 s 1; 1994 c 550 s 2; 1997 c 187 art 3 s 32; 1Sp2001 c 8 art 8 s 16-18; 2008 c 325 s 3-7

347.515 MICROCHIP IDENTIFICATION.

The owner of a dangerous or potentially dangerous dog must have a microchip implanted in the dog for identification, and the name of the microchip manufacturer and identification number of the microchip must be provided to the animal control authority. If the microchip is not implanted by the owner, it may be implanted by the animal control authority. In either case, all costs related to purchase and implantation of the microchip must be borne by the dog's owner.

347.52 DANGEROUS DOGS; REQUIREMENTS.

(a) An owner of a dangerous dog shall keep the dog, while on the owner's property, in a proper enclosure. If the dog is outside the proper enclosure, the dog must be muzzled and restrained by a substantial chain or leash and under the physical restraint of a responsible person. The muzzle must be made in a manner that will prevent the dog from biting any person or animal but that will not cause injury to the dog or interfere with its vision or respiration.

(b) An owner of a dangerous dog must renew the registration of the dog annually until the dog is deceased. If the dog is removed from the jurisdiction, it must be registered as a dangerous dog in its new jurisdiction.

(c) An owner of a dangerous dog must notify the animal control authority in writing of the death of the dog or its transfer to a new location where the dog will reside within 30 days of the death or transfer, and must, if requested by the animal control authority, execute an affidavit under oath setting forth either the circumstances of the dog's death and disposition or the complete name, address, and telephone number of the person to whom the dog has been transferred or the address where the dog has been relocated.

(d) An animal control authority shall require a dangerous dog to be sterilized at the owner's expense. If the owner does not have the animal sterilized within 30 days, the animal control authority shall seize the dog and have it sterilized at the owner's expense.

(e) A person who owns a dangerous dog and who rents property from another where the dog will reside must disclose to the property owner prior to entering the lease agreement and at the time of any lease renewal that the person owns a dangerous dog that will reside at the property.

(f) A person who transfers ownership of a dangerous dog must notify the new owner that the animal control authority has identified the dog as dangerous. The current owner must also notify the animal control authority in writing of the transfer of ownership and provide the animal control authority with the new owner's name, address, and telephone number.

History:

1988 c 711 s 3; 1Sp2001 c 8 art 8 s 20; 2008 c 325 s 8

347.53 POTENTIALLY DANGEROUS AND DANGEROUS DOGS.

Any statutory or home rule charter city, or any county, may regulate potentially dangerous and dangerous dogs. Except as provided in section 347.51, subdivision 8, nothing in sections 347.50 to 347.565 limits any restrictions that the local jurisdictions may place on owners of potentially dangerous or dangerous dogs.

History:

1988 c 711 s 4; 1989 c 37 s 11; 2008 c 325 s 9

347.54 CONFISCATION.

Subdivision 1. Seizure.

(a) The animal control authority having jurisdiction shall immediately seize any dangerous dog if:

- (1) after 14 days after the owner has notice that the dog is dangerous, the dog is not validly registered under section 347.51;
- (2) after 14 days after the owner has notice that the dog is dangerous, the owner does not secure the proper liability insurance or surety coverage as required under section 347.51, subdivision 2;
- (3) the dog is not maintained in the proper enclosure;
- (4) the dog is outside the proper enclosure and not under physical restraint of a responsible person as required under section 347.52; or
- (5) the dog is not sterilized within 30 days, pursuant to section 347.52, paragraph (d).

(b) If an owner of a dog is convicted of a crime for which the dog was originally seized, the court may order that the dog be confiscated and destroyed in a proper and humane manner, and that the owner pay the costs incurred in confiscating, confining, and destroying the dog.

Subd. 2. Reclaimed.

A dangerous dog seized under subdivision 1 may be reclaimed by the owner of the dog upon payment of impounding and boarding fees, and presenting proof to the appropriate animal control authority that the requirements of sections 347.51 and 347.52 will be met. A dog not reclaimed under this subdivision within seven days may be disposed of as provided under section 35.71, subdivision 3, and the owner is liable to the animal control authority for costs incurred in confining and disposing of the dog.

Subd. 3. Subsequent offenses; seizure.

If a person has been convicted of a misdemeanor for violating a provision of section 347.51, 347.515, or 347.52, and the person is charged with a subsequent violation relating to the same dog, the dog must be seized by the animal control authority having jurisdiction. If the owner is convicted of the crime for which the dog was seized, the court shall order that the dog be destroyed in a proper and humane manner and the owner pay the cost of confining and destroying the animal. If the owner is not convicted and the dog is not reclaimed by the owner within seven days after the owner has been notified that the dog may be reclaimed, the dog may be disposed of as provided under section 35.71, subdivision 3.

History:

1988 c 711 s 5; 1989 c 37 s 12; 2008 c 325 s 10,11

347.541 DISPOSITION OF SEIZED ANIMALS.

Subdivision 1. Hearing.

The owner of any dog declared dangerous has the right to a hearing by an impartial hearing officer.

Subd. 2. Security.

A person claiming an interest in a seized dog may prevent disposition of the dog by posting security in an amount sufficient to provide for the dog's actual cost of care and keeping. The security must be posted within seven days of the seizure inclusive of the date of the seizure.

Subd. 3. Notice.

The authority declaring the dog dangerous shall give notice of this section by delivering or mailing it to the owner of the dog, or by posting a copy of it at the place where the dog is kept, or by delivering it to a person residing on the property, and telephoning, if possible. The notice must include:

- (1) a description of the seized dog; the authority for and purpose of the dangerous dog declaration and seizure; the time, place, and circumstances under which the dog was declared dangerous; and the telephone number and contact person where the dog is kept;
- (2) a statement that the owner of the dog may request a hearing concerning the dangerous dog declaration and, if applicable, prior potentially dangerous dog declarations for the dog, and that failure to do so within 14 days of the date of the notice will terminate the owner's right to a hearing under this section;
- (3) a statement that if an appeal request is made within 14 days of the notice, the owner must immediately comply with the requirements of section 347.52, paragraphs (a) and (c), and until such time as the hearing officer issues an opinion;
- (4) a statement that if the hearing officer affirms the dangerous dog declaration, the owner will have 14 days from receipt of that decision to comply with all other requirements of sections 347.51, 347.515, and 347.52;
- (5) a form to request a hearing under this subdivision; and
- (6) a statement that all actual costs of the care, keeping, and disposition of the dog are the responsibility of the person claiming an interest in the dog, except to the extent that a court or hearing officer finds that the seizure or impoundment was not substantially justified by law.

Subd. 4. Right to hearing.

Any hearing must be held within 14 days of the request to determine the validity of the dangerous dog declaration. The hearing officer must be an impartial employee of the local government or an impartial person retained by the local government to conduct the

hearing. In the event that the dangerous dog declaration is upheld by the hearing officer, actual expenses of the hearing up to a maximum of \$1,000 will be the responsibility of the dog's owner. The hearing officer shall issue a decision on the matter within ten days after the hearing. The decision must be delivered to the dog's owner by hand delivery or registered mail as soon as practical and a copy must be provided to the animal control authority.

History:

2008 c 325 s 12

347.542 RESTRICTIONS.

Subdivision 1. Dog ownership prohibited.

Except as provided in subdivision 3, no person may own a dog if the person has:

- (1) been convicted of a third or subsequent violation of section 347.51, 347.515, or 347.52;
- (2) been convicted of a violation under section 609.205, clause (4);
- (3) been convicted of a gross misdemeanor under section 609.226, subdivision 1;
- (4) been convicted of a violation under section 609.226, subdivision 2; or
- (5) had a dog ordered destroyed under section 347.56 and been convicted of one or more violations of section 347.51, 346.515, 347.52, or 609.226, subdivision 2.

Subd. 2. Household members.

If any member of a household is prohibited from owning a dog in subdivision 1, unless specifically approved with or without restrictions by an animal control authority, no person in the household is permitted to own a dog.

Subd. 3. Dog ownership prohibition review.

Beginning three years after a conviction under subdivision 1 that prohibits a person from owning a dog, and annually thereafter, the person may request that the animal control authority review the prohibition. The animal control authority may consider such facts as the seriousness of the violation or violations that led to the prohibition, any criminal convictions, or other facts that the animal control authority deems appropriate. The animal control authority may rescind the prohibition entirely or rescind it with limitations. The animal control authority also may establish conditions a person must meet before the prohibition is rescinded, including, but not limited to, successfully completing dog training or dog handling courses. If the animal control authority rescinds a person's prohibition and the person subsequently fails to comply with any limitations imposed by the animal control authority or the person is convicted of any animal violation involving unprovoked bites or dog attacks, the animal control authority may permanently prohibit the person from owning a dog in this state.

History:

2008 c 325 s 13

347.55 PENALTY.

- (a) A person who violates a provision of section 347.51, 347.515, or 347.52 is guilty of a misdemeanor.
- (b) It is a misdemeanor to remove a microchip from a dangerous or potentially dangerous dog, to fail to renew the registration of a dangerous dog, to fail to account for a dangerous dog's death or change of location where the dog will reside, to sign a false affidavit with respect to a dangerous dog's death or change of location where the dog will reside, or to fail to disclose ownership of a dangerous dog to a property owner from whom the person rents property.
- (c) A person who is convicted of a second or subsequent violation of paragraph (a) or (b) is guilty of a gross misdemeanor.
- (d) An owner who violates section 347.542, subdivision 1, is guilty of a gross misdemeanor.
- (e) Any household member who knowingly violates section 347.542, subdivision 2, is guilty of a gross misdemeanor.

History:

1988 c 711 s 7; 1Sp2001 c 8 art 8 s 21; 2008 c 325 s 14

347.56 DESTRUCTION OF DOG IN CERTAIN CIRCUMSTANCES.

Subdivision 1. Circumstances.

Notwithstanding sections 347.51 to 347.55, a dog may be destroyed in a proper and humane manner by the animal control authority if the dog:

- (1) inflicted substantial or great bodily harm on a human on public or private property without provocation;
- (2) inflicted multiple bites on a human on public or private property without provocation;
- (3) bit multiple human victims on public or private property in the same attack without provocation; or
- (4) bit a human on public or private property without provocation in an attack where more than one dog participated in the attack.

Subd. 2. Hearing.

The animal control authority may not destroy the dog until the dog owner has had the opportunity for a hearing before an impartial decision maker. The definitions in section 347.50 and the exemptions under section 347.51, subdivision 5, apply to this section.

History:

1Sp2001 c 8 art 8 s 22; 2008 c 325 s 15

347.565 APPLICABILITY.

Sections 347.50 to 347.56 must be enforced by animal control authorities or law enforcement agencies, whether or not these sections have been adopted into local ordinance.

History:

2008 c 325 s 16

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 4-3-2012

Via: Patrick Wussow, County Administrator

From: John Welle

Title of Item:

Final Contract Payment

Requested Meeting Date: 4-10-12 Estimated Presentation Time: 5 minutes

Presenter: John Welle

Type of Action Requested (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Routine Business
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: 5001
- Expenditure line account # for this item is: 6262

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) _____

Date: April 3, 2012

Regular Agenda Item:

Final Contract Payments – C.P. 01-060-01

Summary:

This item is for authorization to make final payment in the amount of \$46,646.24 to Tri-City Paving for construction of 4 miles of grading and aggregate base work on County Road 60 located in Idun Township. This project, which was constructed during the 2011 construction season, has a final contract amount of \$1,166,156.05. This is approximately 3% less than the bid amount of \$1,202,330.19. The lower final cost was primarily due to less granular borrow material than anticipated being used.

Draft Resolution:

WHEREAS, Contract No. 20111 – Project No. C.P. 01-60-01 – Grading, Aggregate Base, and Aggregate Stockpile has in all been completed, and the County Board being fully advised in the premises.

NOW THEN BE IT RESOLVED, That we do hereby accept said completed projects for and on behalf of the County of Aitkin and authorize final payment to Tri City Paving, Inc. in the amount of \$46,646.24 as specified herein.

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 4-3-2012

Via: Patrick Wussow, County Administrator

From: John Welle

Title of Item:

State of Minnesota Agency Agreement

Requested Meeting Date: 4-10-12 Estimated Presentation Time: 5 minutes

Presenter: John Welle

Type of Action Requested (check all that apply)

- For info only, no action requested
- For discussion only with possible future action
- Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
- Approve/adopt proposal by motion
- Authorize filling vacant staff position
- Request to schedule public hearing or sale
- Request by member of the public to be heard
- Item should be addressed in closed session under MN Statute _____
- Approve under Routine Business
- Adopt Ordinance Revision
- Approve/adopt proposal by resolution (attach draft resolution)
- Other (please list) _____

Fiscal Impact (check all that apply)

- Is this item in the current approved budget? Yes No (attach explanation)
- What type of expenditure is this? Operating Capital Other (attach explanation)
- Revenue line account # that funds this item is: _____
- Expenditure line account # for this item is: _____

Staffing Impact (Any yes answer requires a review by Human Resources Manager before going to the board)

- Duties of a department employee(s) may be materially affected. Yes No
- Applicable job description(s) may require revision. Yes No
- Item may impact a bargaining unit agreement or county work policy. Yes No
- Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Original bid spec or quote request (excluding complex construction projects)
- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) State of Minnesota Agency Agreement

Date: April 3, 2012

Regular Agenda Item:

State of Minnesota Agency Agreement – S.P. 01-603-12

Summary:

On May 7, 2012, bids will be opened for S.P. 01-603-12, which is the project to reconstruct the pavement on CSAH 3 from US Hwy 169 to TH 232 in the City of Palisade. Sidewalks and curb and gutter will also be replaced on CSAH 3 in the City of Palisade as part of this project.

Since this project involves \$700,000 of federal fiscal year 2013 funds that are not yet available, I need to enter into this agreement to allow the project to proceed at this time. The agreement essentially says that since the federal funds are not yet available, we need to provide an alternate funding source until such time as federal funds become available.

Draft Resolution:

BE IT RESOLVED, that pursuant to Minnesota Statutes Section 161.36, the Commissioner of Transportation be appointed as Agent of Aitkin County to accept as it's agent, federal aid funds which may be made available for eligible transportation related projects.

BE IT FURTHER RESOLVED, the Aitkin County Engineer is hereby authorized and directed for and on behalf of the County to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "Minnesota Department of Transportation Agency Agreement No. 00894", a copy of which said agreement was before the County Board and which is made of part hereof by reference.

STATE OF MINNESOTA AGENCY AGREEMENT
BETWEEN
DEPARTMENT OF TRANSPORTATION
AND
AITKIN COUNTY

FOR FEDERAL PARTICIPATION IN ADVANCE CONSTRUCTION
FOR
S.P. 001-603-012; M.P. STPX 0112(182)

This agreement is entered into by and between Aitkin County ("County") and the State of Minnesota acting through its Commissioner of Transportation ("MnDOT"),

Agency Agreement No. 00001 which has been executed between the County and MnDOT, appoints MnDOT as the County's agent to receive and disburse transportation related federal funds, and sets forth duties and responsibilities for letting, payment, and other procedures for a federally funded contract let by the County; and

Pursuant to Minnesota Statutes Section 161.36, the County desires MnDOT to act as the County's agent to accept and disburse federal funds for the construction, improvement, or enhancement of transportation financed in whole or in part by federal funds; and

The County is proposing a federal aid project to reconstruct County State Aid Highway 3 from Trunk Highway 169 to Trunk Highway 232, hereinafter referred to as the "Project"; and

The Project has been determined to be eligible for the expenditure of federal aid funds and is programmed in the approved federally approved STIP for the fiscal year 2013; and the project is identified in MnDOT records as State Project 001-603-012, and in Federal Highway Administration ("FHWA") records as Minnesota Project STPX 0112(182); and

The County desires to proceed with the construction of the project in advance of the year it is programmed for the federal funds; and

It is permissible under Federal Highway Administration procedures to perform advance construction of eligible projects with non-federal funds, with the intent to request federal funding for the federally eligible costs in a subsequent federal fiscal year, if sufficient funding and obligation authority are available; and

The County desires to temporarily provide County State Aid and/or other local funds in lieu of the federal funds so that the project may proceed prior to the fiscal year designated in the STIP; and

MnDOT requires that the terms and conditions of this agency be set forth in an agreement:

THE PARTIES AGREE AS FOLLOWS:

I. DUTIES OF THE COUNTY.

- A. The County will let a contract and construct the Project in accordance with Agency Agreement No. 00001. Payment provisions for federally eligible costs will be as stated herein.
- B. It is estimated that the total cost of the Project is \$ 1,857,857 and that the anticipated federal funding will be \$ 700,000. The remaining share will be paid by the County.
- C. The County will pay any part of the cost or expense of the Project that is not paid by federal funds.
- D. Request for reimbursement of the federal aid share of the federally eligible costs will be made after October 1, 2012, or earlier if funding and obligation authority are available (subject to the Area Transportation Partnership (ATP) policy).
- E. If the project is converted to federal funding before completion and final acceptance, requests for reimbursement will occur as partial estimates in accordance with Agency Agreement No. 00001:
- F. Under Minnesota Statutes § 16C.05, subd. 5, the (Governmental Unit's) books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years.

II. DUTIES OF MnDOT.

- A. MnDOT will make the necessary requests to the FHWA for authorization to use federal funds for the Project and designation as an Advance Construction project.
- B. MnDOT will request the conversion of the Project to federal funding of eligible costs, when funding and obligation authority are available.
- C. At such time that the project is converted to federal funding and such funding is received by MnDOT, MnDOT will reimburse to the County the federal aid share of the federally eligible costs, previously provided by the County. Reimbursement for County State Aid funds used in lieu of federal funds, will be deposited in the County's State Aid Account. Reimbursement for other County funds used in lieu of federal funds will be forwarded to the County.

III. AUTHORIZED REPRESENTATIVES. Each authorized representative will have responsibility to administer this agreement and to ensure that all payments due to the other party are paid pursuant to the terms of this agreement.

- A. The County authorized representative is John Welle, Aitkin County Engineer, 1211 Airpark Drive, Aitkin, Minnesota 56431 or his successor.

- B. MnDOT's authorized representative is Lynnette Roshell, Minnesota Department of Transportation, State Aid for Local Transportation, 395 John Ireland Boulevard, Mail Stop 500, St Paul, MN 55155, phone 651-366-3822, or her successor.
- IV. TORT LIABILITY. Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- V. ASSIGNMENT. Neither party will assign or transfer any rights or obligations under this agreement without prior written approval of the other party.
- VI. AMENDMENTS. Any amendments/supplements to this Agreement must be in writing and be executed by the same parties who executed the original agreement, or their successors in office.
- VII. TERM OF AGREEMENT. This agreement will be effective upon execution by the County and by appropriate State officials, pursuant to Minnesota Statutes Section 16C.05, and will remain in effect for five (5) years from the effective date or until all obligations set forth in this agreement have been satisfactorily fulfilled, whichever occurs first.
- VIII. TERMINATION. This agreement may be terminated by the County or MnDOT at any time, with or without cause, upon ninety (90) days written notice to the other party. Such termination will not remove any unfulfilled financial obligations of the County as set forth in this Agreement. In the event of such a termination the County will be entitled to reimbursement for MnDOT-approved federally eligible expenses incurred for work satisfactorily performed on the Project to the date of termination subject to the terms of this agreement.

Remainder of this page left intentionally blank

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed intending to be bound thereby.

COUNTY

County certifies that the appropriate person(s) have executed the contract on its behalf as required by applicable resolutions, ordinances, or charter provisions

By: _____

Date: _____

Title: _____

By: _____

Date: _____

Title: _____

DEPARTMENT OF TRANSPORTATION

By: _____

Title: Director
State Aid for Local Transportation

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____

Date: _____

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: 4-3-2012

Via: Patrick Wussow, County Administrator

From: John Welle

Title of Item:

Designate TH 232 as Aitkin County State-Aid Highway No. 3

Requested Meeting Date: 4-10-12 Estimated Presentation Time: 5 minutes

Presenter: John Welle

Type of Action Requested (check all that apply)

- For info only, no action requested Approve under Routine Business
 For discussion only with possible future action Adopt Ordinance Revision
 Let/Award Bid or Quote (attach copy of basic bid/quote specs or summary of complex specs, each bid/quote received & bid/quote comparison)
 Approve/adopt proposal by motion Approve/adopt proposal by resolution (attach draft resolution)
 Authorize filling vacant staff position
 Request to schedule public hearing or sale Other (please list) _____
 Request by member of the public to be heard
 Item should be addressed in closed session under MN Statute _____

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Applicable job description(s) may require revision. Yes No
Item may impact a bargaining unit agreement or county work policy. Yes No
Item may change the department's authorized staffing level. Yes No



Supporting Attachment(s)

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 Bid/quote comparison worksheet
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 Copy of previous minutes related to this issue
 Other supporting document(s) (please list) _____

Date: April 3, 2012

Regular Agenda Item:

Designate TH 232 as Aitkin County State-Aid Highway No.3

Summary:

Last September, Aitkin County entered into Agreement No. 98428 with the Minnesota Department of Transportation for the transfer of TH 232 to Aitkin County. The Notice of Transfer of TH 232 has now been received from MnDOT, with an effective date of April 15, 2012. Therefore, to complete the transfer, TH 232 has to be designated by Aitkin County Board resolution as County State-Aid Highway 3. Attached is a resolution that makes this designation

Draft Resolution:

WHEREAS, MnDOT Agreement No. 98428 has been executed to provide for the transfer of Minnesota Trunk Highway No. 232 to Aitkin County, and

WHEREAS, Aitkin County has been notified that the Transfer of Trunk Highway 232 to Aitkin County will be effective April 15, 2012.

NOW THEREFORE BE IT RESOLVED, that the following described road is hereby designated as an extension of Aitkin County State-Aid Highway No. 3.

Beginning in the City of Palisade at the intersection of Main Street (CSAH No. 3) and transferred segment of Trunk Highway No. 232, said intersection being located approximately 1030 feet north and approximately 170 feet west of the southeast corner of Section 22, Township 49 North, Range 25 West; thence southeasterly along the centerline of transferred segment of Trunk Highway No. 232 for approximately 0.5 miles to the point on the south line of Government Lot No. 5 in Section 26, said Township and Range; thence continue east for approximately 0.8 miles to a point on the east line of said Section 26; thence continue north for approximately 0.3 miles to a point on the north line of Section 25, said Township and Range; thence continue east for approximately 4.9 miles on or near the north line of said Section 25 and the north lines of Section 30, 29, 28, and 27, Township 49 North, Range 24 West; thence continue easterly around the south side of Rat Lake for approximately 0.3 miles to a point on the north line of Section 26, said Township and Range; thence continue east for approximately 1.3 miles on or near the north line of said Section 26 and the north line of Section 25, said Township and Range to a point on the north-south quarter line of Section 24, said Township and Range; thence continue north for approximately 0.3 miles to a point in Government Lot 6 of said Section 24; thence continue northeasterly for approximately 0.3 miles to a point in the northeast quarter of the southeast quarter of said Section 24; thence continue southeasterly for approximately 0.4 miles to a point on the north line of Government Lot 2 in Section 30, Township 49 North, Range 23 West, thence continue easterly for approximately 0.4 mile to a point on the west line of the

state highway right of way of Trunk Highway No. 65, said point is located approximately 420 feet south and approximately 130 feet west of the north quarter corner of said Section 30 and there terminating.

Aitkin County Board of Commissioners
Request for County Board Action/Agenda Item Cover Sheet



To: Chairperson, Aitkin County Board of Commissioners Date: April 4, 2012

Via: Patrick Wussow, County Administrator

From: Patrick Wussow, County Administrator

Title of Item:

April 17, 2012 Road Tour

Requested Meeting Date: 4-10-12 Estimated Presentation Time: _____

Presenter: John Welle, County Engineer

Type of Action Requested (check all that apply)

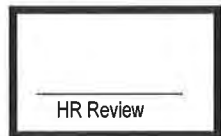
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- Bids/quotes received (excluding complex construction projects, provide comparison worksheet)
- Bid/quote comparison worksheet
- Draft County Board resolution
- Plat approval check-list and supporting documents
- Copy of previous minutes related to this issue
- Other supporting document(s) (please list) Data will be provided at the April 10, 2012 County Board meeting

Provide eleven (11) copies of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. Items WILL NOT be placed on the Board agenda unless complete documentation is provided for mailing in the Board packets. (see reverse side for details)