

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



To: Chairperson, Aitkin County Board of Commissioners Date: 9-19-13

Via: Patrick Wussow, County Administrator

From: Mark Jacobs, Land Commissioner

Title of Item:

Memorandum of Understanding with City of Aitkin

Requested Meeting Date: 9-24-13 Estimated Presentation Time: n/a

Presenter: _____

Type of Action Requested (check all that apply)

- For info only, no action requested Approve under Consent Agenda
- For discussion with possible 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) MOU

Provide (1) copy of supporting documentation NO LATER THAN Wednesday at Noon to make the Board's agenda for the following Tuesday. (If your packet contains colored copies, please provide (4) paper copies of supporting documentation as we do not have a color printer or copier.) Items WILL NOT be placed on the Board agenda unless complete documentation is provided for the Board packets.

**Mark Jacobs
Aitkin County
Land Commissioner**



To: County Board
CC: County Administrator
Date: 9/19/2013
Re: MOU with City of Aitkin

The City of Aitkin has requested easement for dike maintenance for flood control within the City limits, on County administered lands. Statute does not list this activity as one where we can grant an easement. Under the assumption that we would not be opposed to this activity I suggested a Memorandum-of-Understanding that would allow this activity.

Enclosed are the MOU's drafted by the City's attorney. Staff is requesting authorization of this MOU per the signature of the County Board chair.

Thank you.

A handwritten signature in blue ink, consisting of several loops and a long horizontal stroke extending to the left.

MEMORANDUM OF UNDERSTANDING

The undersigned owner, in consideration for the acknowledgement of the construction and maintenance of a flood control dike upon the hereinafter described real property, hereby grants to the City of Aitkin written permission for the repair and continued maintenance of said dike, which dike has a general top elevation of 1206.0 feet above sea level, has an eight foot top width, and has side slopes of two to one.

Said written permission to repair and maintain said dike shall be upon the real property located in Aitkin County, Minnesota, and legally described as follows:

See EXHIBIT A attached hereto for legal description. (PARCEL NO. 14)

The Memorandum of Understanding is subject to the terms and conditions as set forth in EXHIBIT B attached hereto.

The undersigned owner shall be under no obligation to maintain or repair the dike, and it retains its rights of ownership in the above described real property, and the right to in any manner use the dike so long as such use does not impair it as a flood control device.

Owner

Aitkin County, a Minnesota governmental
subdivision

By: _____

Its: _____

EXHIBIT A

Beginning at a point on the south line of Lot 7 in Section 24, Township 47, Range 27, said point being 707 feet West of the southeast corner of said Lot 7, thence running North 51 degrees 20 minutes East, 576 feet, thence North 63 degrees 10 minutes East, 263 feet to the east line of Lot 7, thence South 539.5 feet to the southeast corner of Lot 7, thence West on the south line of said Lot 7 to the point of beginning.

EXHIBIT B

1. The base width of the dike will remain the same for the time being. The property owners will be contacted by the City of Aitkin and be asked to agree if there are any future changes to the existing structure of the dike.
2. The City of Aitkin will contact and negotiate with each property owner if major improvements (e.g. reshaping, tree removal, seeding, etc.) will be considered in the future. The property owner must give written permission for any improvement to the dike beyond the basic maintenance of the dike before any work or any major improvements are commenced.
3. The City of Aitkin will cut and or trim trees and remove debris along the top of the dike and in the vicinity of the clapper valves to facilitate inspection and maintenance.
4. The City of Aitkin will install and maintain gates and signage as necessary to prevent any unauthorized use of the dike. The Aitkin Police Department will enforce trespass law, as it pertains to the private property upon which the dike is located.
5. The City of Aitkin understands that the easement to enter on the private property of the owners in order to maintain the dike is limited to only basic maintenance of the dike and no one, other than City employees or authorized contractors of the City of Aitkin, will be allowed on or around the dike without the express consent of the property owner.
6. It is understood by the City of Aitkin that any use of the property on which the dike is located, other than for maintenance of the dike for flood prevention, falls outside the intent and limit of the easement granted by the property owner and will constitute breach of contract with the property owner.
7. The City of Aitkin wishes to maintain the dike for the protection of all of the residents of the City of Aitkin and commends the property owners involved for their voluntary acceptance of the dike on their property for the good of the City of Aitkin and its residents.