

MAY 01 2016

MONTHLY STATEMENT OF BUSINESS TRANSACTED IN
OFFICE OF COUNTY RECORDER, AITKIN COUNTY
April 2016

NATURE OF BUSINESS TRANSACTED	FEES RECEIVED
COUNTY RECORDER FEES	\$40.00
MISC RECEIPTS	
COPIES & C/COPIES	\$1,422.10
NOTARY	\$40.00
TORRENS	\$143.00
TORRENS ASSURANCE *** 9.2031	\$16.50
COUNTY GENERAL FUND	\$5,998.50
STATE TREASURY GENERAL FUND *** 9.2036	\$4,452.00
LAND RECORDS COMPLIANCE FUND (UNALLOC) 1-100-195-5529	\$4,664.00
RECORDER TECHNOLOGY FUND 1-100-196-5529	\$4,240.00
COUNTY WELL CERTIFICATE	\$150.00
STATE WELL CERTIFICATE *** 9.2027	\$850.00
COUNTY DEATH CERTIFICATE	\$402.00
STATE DEATH SURCHARGE *** 9.2022	\$524.00
COUNTY BIRTH CERTIFICATES	\$284.00
STATE BIRTH SURCHARGE *** 9.2022	\$148.00
CHILDREN'S SURCHARGE *** 9.2024	\$111.00
LEGISLATIVE SURCHARGE (144.226 SUBD 3 (b)) *** 9.2036	\$370.00
TOTAL DEPOSIT OF CASH OR CHECKS TO THE AITKIN COUNTY TREASURER	\$23,855.10

RECORDING DONE FOR WHICH NO PAYMENT WAS RECEIVED

VETERANS HONORABLE DISCHARGES	
AITKIN COUNTY	
AITKIN CO ROAD & BRIDGE	\$46.00
OTHERS	\$92.00
TOTAL	\$138.00

Michael T. Moriarty Co Recorder
 Michael T. Moriarty, Aitkin County Recorder

By *Alex Hoppe, deputy*
 Deputy

April 29, 2016

Documents Recorded for Month: 416
 Documents Recorded for Year: 1549

Previous Year Statistics

Documents Recorded for Month: 496
 Documents Recorded for Year:
 Last Year's Monthly Deposit: \$26,590.75



Minnesota Department of **Human Services**

April 26, 2016

Chairperson, Board of County Commissioners
Aitkin County Courthouse
217 2nd St. N.W.
Aitkin, MN 56431

MAY 01 2016

Dear Chairperson:

The Minnesota Department of Human Services (DHS) is now conducting its review of county single audit reports for the year ended December 31, 2014. This review is the result of federal regulations imposed on state and local governments by the Single Audit Act as amended in 1996. Our letter to you, dated March 4, 2016, introduced the procedures DHS and County Boards use to comply with these federal single audit resolution regulations.

DHS is responsible for monitoring the resolution of audit findings that impact human services federal programs and is also responsible for verifying the resolution of cross cutting audit findings for the counties in Minnesota. A cross cutting finding is a finding that affects the federal programs of more than one state agency. Resolution of any other findings which may appear in your report is the responsibility of the state agency administering the federal programs affected by those findings. All single audit findings that affect federal programs must be resolved no later than six months after receiving the audit report. Single audit reviews are performed by DHS annually.

If a county audit report includes human services or cross cutting audit findings, DHS will request that the County Board submit a written corrective action plan describing how the county intends to resolve the finding. If no human services or cross cutting findings appear in the audit report, DHS will confirm to the Board that no corrective action plan is required to be submitted.

DHS has reviewed the single audit report of Aitkin County for the year ended December 31, 2014. Our review indicates that there are no applicable unresolved human services or cross cutting audit findings requiring a corrective action plan response at this time, and therefore, we will not be requesting you to submit a corrective action plan to DHS.

We will continue to monitor the single audit reports of Aitkin County annually. If you have any questions concerning this letter please contact me at (651) 431-3622 or by email at margaret.brotherton@state.mn.us.

Sincerely,

Margaret Brotherton
Single Audit Coordinator

cc: Thomas Burke, Director
Aitkin County Health & Human Service Agency

AITKIN COUNTY HISTORICAL SOCIETY
DEPOT HIGHLIGHTS NEWSLETTER
SPRING 2016 – Volume 21, Issue 2

MAY 04 2016

As you read this a new administrator will have taken my place. Please support Scott Rian, our new administrator, as you have supported me during my seven year five month run. It has been an honor and privilege to serve you during that time. Our volunteers took my ideas and thoughts and made them a reality. A great big "Thank You" goes out to all of our volunteers that have supported me during my tenor as your Administrator. Because of you I have had the opportunity to check off many items on my bucket list. The Administrator job has turned out to be my favorite job of my life. And once again it is because of our incredible volunteers.

Many volunteer opportunities are just around the corner. Volunteers will be needed to set up and staff our log cabin display during the County Fair (July 6th, 7th, 8th, and 9th). We need a couple of people at the building during the entire fair. On July 12th we will gain access to the Fairground to set up our tables and display cases for our Annual Garage Sale. On July 13th merchandise will be transferred from storage to the fairgrounds with the help of STS. Then the sort will begin. All items donated will be unpacked, sorted and marked from July 13th thru August 4th. Our sale will be held on Friday August 5th (9am to 4pm) and on Saturday August 6th (9am to 3pm). Clean up of the buildings will take place on Monday August 8th or Tuesday August 9th. It takes 100's of hours for the setup and marking of the merchandise. At the beginning of setup the amount of boxes to unpack seem overwhelming. But, through the hard work of our volunteers it gets done. Usually there is around 20 people each day (men and women) working and having fun. The Garage sale is our largest fundraiser of the year. If you have volunteered at one of these events before please consider volunteering again. For those who have never volunteered at one of our events please consider doing so. Contact the Depot museum (218-927-3348) for more information. If I am still in the area I plan on helping out as a volunteer instead of being in charge. Sounds like fun to me.

What's next for me? My wife and I plan on selling our house in Crosby this spring and moving down to the Twin Cities to be closer to my parents and our siblings. Our plan is to find a small apartment to use as home base and start to travel around the country. We plan on traveling back roads to see the sites and stopping at various restaurants that were featured on "Dinners, Drive-ins and Dives. Retiring will also give us a chance to spend more time with our grandchildren. Currently we have four grandchildren with a fifth due on May 2nd.

After watching one of my younger brothers fight Leukemia for two years and being unable to do much or enjoy his life and then his passing on February 14th it is time for us to start doing the traveling we have talked about for so long. There are so many places in this country that we have always wanted to see and things we want to do that it is time while our health is still good. There is no guarantee about tomorrow so we want to enjoy every day like it is our last. It is our hope however, to live another 20 to 30 years.

The adventure begins!

Greg Leach – (Past Administrator)

2016 First quarter accession's list

Date	Number	Name of Donor	Items Donated
1/13/2016	16.001	Mark Wedel	6 - Aitkin County Plat books
1/13/2016	16.002	Maxine Ridlington	Petticoat
Unknown	16.003	John Hendrickson	WWII Medals & Compass, Fishing Lure
1/23/2016	16.004	Mark Lieb	25 Radio Repair Manuals, 4 - Tubes
1/27/2016	16.005	Sharon Vanous	Julia Ann Perry information, WWII Pins
1/29/2016	16.006	Ted Landgren	5 - car American Flyer Train
2/3/2016	16.007	Doris Nordean	Plat book & Misc. paper info
2/5/2016	16.008	Shirley Davies	Library books
2/3/2016	16.009	Alma Bailey	Book - A Century of Pioneering Pioneers
2/19/2016	16.010	Jennie Hakes	2 - 1950 Aitkin County Maps
2/24/2016	16.011	John Hendrickson	Box / Spoon
2/24/2016	16.012	Debra Janzen	3 - AHS Yearbooks
3/2/2016	16.013	Pam Landgren	Misc. Aitkin Advertising Items
3/2/2016	16.014	Robert Harder	Misc. Advertising items - Tamarack, McGregor
3/16/2016	16.015	Ron White	Sign/Poster
3/16/2016	16.016	Leawan Sotnak	Wool Hand Knit Socks
3/23/2016	16.017	Russell Peterson	5 - car Train set
3/25/2016	16.018	Greg Leach	Gillette Navy Shaving Set, Old wooden tops
3/16/2016	16.019	Ellen Nelson	Photo & Souvenir R. Ridge School
3/19/2016	16.020	William Lainer	Scrapbook - Postcard
3/26/2016	16.021	Ardith Kane	Newspapers, Photos, NP Book, 4 Car train set

"Schools of Aitkin County, Minnesota"

For the past two and a half years Greg and Laura Thornbloom have searched through County records, museum records and records at the Minnesota Historical Society. They have read family histories and books written about Aitkin County. Local residents were interviewed and other information and photos were sent to the museum. The job of assembling the information into book form was a gargantuan task. 1000's of hours were spent sifting through information, verifying the information, and then typing all the information into book form. Many sets of eyes proofed the information and then it was sent to the publisher. A proof copy was sent back to us and more sets of eyes read the book looking for mistakes. The hard work has paid off, and **"Schools of Aitkin County, Minnesota"** is now available at the Depot museum and DAC Mart in downtown Aitkin. The book is 304 pages, (104 pages more than our Barns of Aitkin County book) with the same retail price of \$19.95. If you see Greg and Laura please thank them for all their work on these two books. Without their hard work and dedication to these projects they would not have been completed. We will have the book available at our log cabin during the County Fair and at our Annual Garage sale on August 5th & 6th. If you have any interest is working on one of our book projects please contact Scott Rian at the Depot. 218/927-3348

Great News Thrivent Members!

The Aitkin County Historical Society has been approved to participate in the Choice Dollars. Any member of Thrivent Financial may decide to donate the "Choice Dollars" to ACHS. This could be the only selection made or one of several.

Thanks for your support.

What legacy have you left? Consider leaving something to the Historical Society in your will. It might be a piece of our Aitkin history or some money as a memorial in your name. A memorial paid for our new research room.

SCRAP COPPER

The society is now **collecting scraps of copper as a fundraiser.**

Pieces of scrap copper pipe, connectors, or electrical wire. Do you have small pieces of wire taking up room in your garage or basement? Not enough to make it worth your while. Please consider donating it to the historical society. Wire or copper plumbing pieces can be dropped off at the Depot museum during operating hours.

(Wednesday, Friday and Saturday 10am to 4pm.)

2016 Completed Projects

1. Hardwood floors in Railroad room varnished.
2. Six foot display case repaired/painted.
3. Research room library cataloged.
4. Schools of Aitkin County book published
5. Log Cabin storage area cleaned out.

Looking for old Plat books

The following list is the books that we have.
1916, 1969, 1972, 1975, 1976, 1977, 1978, 1983, 1987, 1990, 1992, 1999, 2003, 2010, 2013
If you have an Aitkin County Plat book that is not on this list please consider donating it to the Aitkin County Historical Society

TRAINS NEEDED!

The Aitkin County Historical Society is still looking for model trains to put on display in our Depot museum railroad room. Do you have a model train of any size that could be donated for this permanent display? Not ready to get rid of it. Loan it to the museum to help fill up our display. We need eleven more to fill our three display cabinets. This train display is becoming one of our favorite displays. If your trains are just packed away in the garage or attic, share them with everyone.

Township Records

The Minnesota Historical Society has requested that we collect the records from our Townships and put the information on microfilm.

Some Townships already store their old records at the Depot Museum in Aitkin. We are requesting that all the Townships in Aitkin County contact us and let us know how many ledgers they have in storage. Once placed on microfilm the information would be available to view at the Depot Museum in Aitkin and at the Minnesota Historical Society. We can store the old records or return them to the Township.

Pennies for History

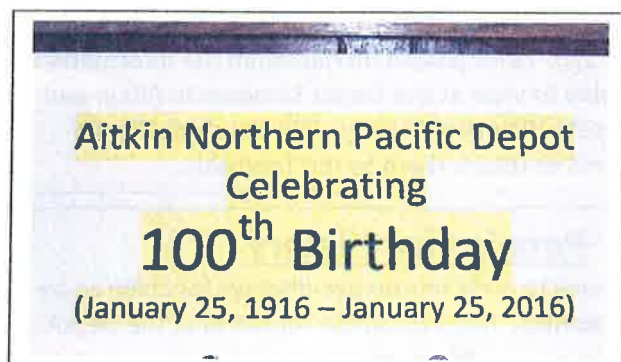
Help us raise money to build interactive displays for children by donating your pennies. Pennies can be turned in at the Depot Museum.

Total Pennies Collected!

2792

Ojibwa Exhibit

This is a picture of the display in the hallway loaned to the depot by the Mille Lacs Band of Ojibwa. There are 5 panels that explain the band history, significant leaders their current governance structure as well as treaty milestones and regions of control within the band and reservation area. Stop by and learn a little.



Help the Aitkin County Historical Society/Depot museum calibrate the
NP Depot's 100th Birthday
Watch for upcoming events this summer.

Teddy Bear Exhibit

Come in to see the teddy bear exhibit created by Joann White. It chronicles the story of Teddy Roosevelt, his hunting trip and how an act of kindness attained a legendary status. So how did toy bears come to be named after Theodore Roosevelt? It all started with a hunting trip President Roosevelt took in 1902 to Mississippi at the invitation of then governor Andrew H. Longino. After 3 days of hunting, other members of the party had spotted bears but not Roosevelt. Now what? The president's bear hunt would be a failure! The next day, the guides tracked down and old black bear that the dogs had trailed for quite a distance and attacked. The guides tied the bear to a willow tree and called for the president. Here was a bear for him to shoot. But Roosevelt took one look at the bear and refused to shoot it. He felt it would be unsportsmanlike. However since it was injured and suffering, Roosevelt ordered that the bear be put down to end its pain. Word of this hit newspaper's across the country, and political cartoonist Clifford Berryman picked up on the story, drawing a cartoon showing how Roosevelt refused to shoot the bear. More than a century later "Teddy Bears" have never lost their popularity and it can all be traced back to that one hunting trip in Mississippi. So to find out the rest of the story and see some fine examples of teddy bears in action come to the depot museum.



Address from Scott Rian the new administrator

I would like to thank you all for welcoming me into the fold. I thank Greg Leach for all the work he has done in the past and for the work he has done to get ready for the transition. I wish him and his wife the best on their new adventure. Some of you may know me if not I will give you a little background feel free to ask me any question I have no secrets. I am a nearly lifelong resident of Aitkin County. My dad was Dennis Rian from McGregor (Deceased 1992) and My Mom Is Pat Turner (Shorty and Esther Evan's daughter) from Aitkin.

I graduated from Aitkin in 1986 and joined the Air force after 4 years on Active duty I joined the Air Force Reserves in Minneapolis I served 22 years and retired as a master sergeant in 2008. After retirement I finished a Bachelors and Master's degree through St Scholastica. In 2009 my wife Allison (Tange) and I had our first child Faythe we welcomed Grace in 2012. We live in Hazelton Township next to some nefarious people whom you may know (Doug and Mavis Olsen). For over 20 years I have run a local tree trimming company (Cabin Savers Tree Service Inc.) and though I love the work it is difficult and dangerous and I am not getting any younger. From February 2013 until June of 2015 I worked at Long Lake Conservation Center. I left there because I could no longer help them due to differences in the centers priorities.

It is my hope is that I can look with open eyes at what the Historical society and community needs, so I can help others to appreciate what we have to offer. I am an old father as some of you who have done the math are aware. I appreciate my life/wife/children much more than maybe others. I see this as an opportunity to make a lasting contribution to my community and be present for my family and to participate in raising my children.

Some view Museums and Historical societies as groups that cling to the past and fear change. I see it as the opposite, change is continual in life. We are here to help people realize that things are not as they were and that is ok. If you look back at things and who people thought they were as a community that has faced continual evolvement. From the native communities settled by the current airport to the original Aitkin town site north of the fairgrounds. The era of riverboats to lumber camps to farming with its butter and cheese production to turkey farms and tourism.

We are not just a nice retirement community. Who we are is not stagnant nor should it be. Former residents are moving back and creating sustainable farms because they like the area and the lifestyle. We have never been nor do I want to be a one story community. History celebrates the diverse stories that are interwoven through the passage of time. Like a cloth, individual threads that create a beautiful garment. I look forward to working with everyone and helping to tell our communities story.

Bags, Bags & More Bags

We need bags for our Annual Garage Sale.

Paper or Plastic.

If you have bags lying around your house please bring them to the Depot museum by the end of June. Thank You!

Business Members – 36, Individual Members – 31, Senior Members – 129, Family Members – 282, Life Members – 20, Perpetuity Members – 4
TOTAL MEMBERSHIP – 502 (NEW GOAL IS 525)

BUSINESS MEMBERS

Aicota Health Care Center
 Aitkin Auto Body
 Aitkin Chamber of Commerce
 Aitkin County Abstract Co.
 Aitkin Family Chiropractic
 Aitkin Flowers & Gifts
 Aitkin Independent Age
 Aitkin Lodge #164 IOOF
 Aitkin Motor Company
 American Legion Post 86
 Arvidson Tax & Accounting
 Bremer Bank
 D.Q. Grill & Chill
 Eyecare Center of Aitkin & McGregor
 Garrison Disposal
 Gobles Sewer Service
 Gravelle Plumbing & Heating
 Hasskamp Bros. Well Drilling
 Hometown Building Supply
 Hudrlik Carpet & Tile
 Jim Blakesley Enterprises
 K & J C-Stores, Inc.
 KKIN Radio
 Lundberg Plumbing & Heating
 Members Coop Credit Union
 Mille Lacs Energy Cooperative
 Neighborhood National Bank
 Northern Air Plumbing & Heating
 Paulbecks County Market
 R & K Cabinets
 Security State Bank
 Shirts Plus
 Sunset Bay Resort
 The Tire Barn, Inc.
 Tidholm Productions
 Woods & Shores Real Estate

**Please Support Our
 Business Members!
 They Support us.**

Board Members

Cheryl Meld – President.
 Jennie Hakes – Vice President
 Colleen Bremner – Secretary
 Susan Benson
 Ron Kemmett
 John Hendrickson
 Robert (Bob) Lake
 Jodi Johnson
 Pam Brand
 Allen Ladd Hakes
 Russell Peterson
 Darlene Maciej
 Mark Wedel – County Com.
 Sherry Arvidson – Accountant
 Scott Rian – Administrator

Supported by:

**Aitkin County
 Supporting Townships**

**Farm Island Township
 Beaver Township
 Lakeside Township
 Libby Township
 Pliny Township
 Macville Township
 Nordland Township
 Idun Township**

New Members

Bob Wickman
 Chip & Jean Borkenhagen
 Ann Erlandson
 Barbara K. Kane

Members lost in 2016

David Hasskamp
 1935 -3/23/2016
 Elwood Swanson
 1928 – 2/27/2016

Memorials

The following have given a gift to the Society in memory or in honor of friends and relatives. We appreciate their thoughtfulness.

**In Memory of
 Curtis John Leach**

Given By

Greg & Laura Thornbloom
 Shirley Davies
 Doug & Mavis Olson
 Ron & Jo White
 Ladd Hakes
 Lorraine Liljenquist
 Jennie Hakes
 Sue Benson
 John Hendrickson
 Jodie Johnson
 Cheryl Meld
 Darlene Maciej
 Mark Wedel
 Carol Bailey
 Pam Brand
 Jo Jacobson
 Cathy Broberg
 Alice Fageroos
 Diana Deppe

Museum Needs

Toilet Paper
 Paper Towels
 Kleenex
 Paper Napkins
 Windex
 409
 Pine Sol
 Photo Paper
 Copy Paper



Aitkin Co-op Creamery

Aitkin County
Board of Commissioners
209 2nd Street N.W.
Aitkin, MN 56431

AITKIN COUNTY HISTORICAL SOCIETY
20 Pacific Street S.W. / P.O. Box 215
Aitkin, MN 56431

We are located just 2 blocks south of the stoplights in downtown Aitkin, south of the railroad tracks and west of highway 169 on Pacific Street S.W.

Phone: 218-927-3348

Email: achs3348@embarqmail.com

Web Site: www.aitkincohs.org

56431-126999



CALENDAR OF EVENTS 2016

Aitkin County Fair

July 6th Thru 9th

We will have nine display cases featuring different areas or events in Aitkin County. Volunteers needed to staff building. Schools of Aitkin County for sale.

Annual Garage Sale

August 5th & 6th

Table set up and merchandise will be moved to the fairgrounds on Tuesday July 12th and sorting and pricing will begin on July 13th. Once again we will use two of the fair buildings for our sale. Volunteers will be needed for setup, sorting, pricing and working the sale. Merchandise for the sale can be dropped off at the Depot Museum.

Annual Open House/Cookie Walk/Raffle

December 3rd (9am – 4pm)

Cookie walk opens at 9:30. Usually all cookies are sold before noon. Last fundraiser of the year.

MUSEUM HOURS

June thru August

Tuesday, Wednesday, Friday &
Saturday 10am to 4pm

September thru May

Wednesday, Friday & Saturday
10am to 4pm

**THE PRESERVATION OF
OUR HERITAGE
DEPENDS ON YOU**

Editor:
Scott Rian
**Administrator, Aitkin
County Historical Society**



Board of County Commissioners Agenda Request

*Add-on
Item*

*Consent
2I*
Agenda Item #

Requested Meeting Date: May 10, 2016

Title of Item: 2016 State of MN Federal Supplemental Boating Safety Patrol Grant

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

Submitted by: Sheriff Scott A. Turner	Department: Aitkin County Sheriff's Office
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Presenter (Name and Title): Sheriff Scott A. Turnr	Estimated Time Needed:
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Summary of Issue:
Approve annual State of Minnesota Federal Supplemental Boating Safety Patrol Grant Agreement. The amount is \$6,375.00 to use towards overtime boat & water patrol hours.

Alternatives, Options, Effects on Others/Comments:

Recommended Action/Motion:
Request board chair to sign agreement. Request County Administrator Nathan Burkett to sign resolution and return as soon as possible for submission to MN DNR.

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

SCOTT A. TURNER
SHERIFF OF AITKIN COUNTY

217 Second Street NW, RM #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

MEMO

TO: Aitkin County Board DATE: May 6, 2016
FROM: Sheriff Scott A. Turner RE: 2016 State of MN Federal
Supplemental Boating Safety
Patrol Grant Agreement

Attached is a copy of the 2016 State of Minnesota Federal Supplemental Boating Safety Patrol Grant Agreement for Signatures. Also attached is the resolution that is required for that grant. The grant amount for 2016 is \$6,375.00. This grant is an annual grant that helps fund the Boat and Water Safety Program in Aitkin County.

I would ask that you sign the original agreement and return to me along with a signed resolution.

Thank you.

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

ADOPTED May 10, 2016

By Commissioner: xx

20160510-0xx

2016 Federal Supplemental Boating Safety Patrol Grant Agreement

BE IT RESOLVED, that the Aitkin County Board of Commissioners approve the 2016 State of Minnesota Federal Supplemental Boating Safety Patrol Grant Agreement on file in the Office of the County Auditor and authorize the Aitkin County Sheriff, County Board Chair and County Administrator to sign the agreement in the amount of \$6,375.00 for the term of May 13, 2016, through September 5, 2016

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}**

I, Nathan Burkett, County Administrator, Aitkin County, Minnesota do hereby certify that I have compared the foregoing with the original resolution filed in the Administration Office of Aitkin County in Aitkin, Minnesota as stated in the minutes of the proceedings of said Board on the 10th day of May 2016, and that the same is a true and correct copy of the whole thereof.

Witness my hand and seal this 10th day of May 2016

Nathan Burkett
County Administrator



2016 STATE OF MINNESOTA
FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL
GRANT AGREEMENT

ENCUMBRANCE WORKSHEET

Contract #: 108842

PO #:

State Accounting Information

Dept. ID R29	PC Bus. Unit R2901	Fiscal Year 2016	Source Type REIMB	Vendor Number 0000197275-001
Total Amount \$6,375	Project ID R29G4CGSFY15	Billing Location R297000221	DUNS 047464805	

Accounting Distribution

Fund 3000	Fin. Dept. ID R2937715	Approp. ID R294203	Category 84101501	Account 441302	Activity A4CG002
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Grant Begin Date May 13, 2016	Grant End Date September 5, 2016
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Grantee Name and Address:

Aitkin Co. Sheriff
217 - 2nd St. NW #185
Aitkin, MN 56431

Payment Address:
(where DNR sends the check)

Aitkin Co. Treasurer
209 - 2nd St. NW #202
Aitkin, MN 56431

**2016 STATE OF MINNESOTA
FEDERAL SUPPLEMENTAL BOATING SAFETY PATROL
GRANT AGREEMENT**

This grant agreement is between the State of Minnesota, acting through its Commissioner of Natural Resources ("State") and Aitkin Co. Sheriff, 217 - 2nd St. NW, #185, Aitkin, MN 56431 ("Grantee"). The payment address for this grant agreement is Aitkin Co. Treasurer, 209 - 2nd St. NW #202, Aitkin, MN 56431.

Recitals

1. Under Minnesota Statute § 84.085, Subdivision 1(c) the State is empowered to enter into this grant.
2. This grant will be used to cover the cost of additional boating safety patrol of lakes and rivers in the county.
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 13, 2016 or the date the State obtains all required signatures under Minnesota Statutes § 16B.98, Subdivision 5, whichever is later. Once this grant agreement is fully executed, the Grantee may claim reimbursement for 2016 grant expenditures incurred back to the effective date. Reimbursements will only be made for expenditures made according to the terms of this grant agreement.
- 1.2 **Expiration date:** September 5, 2016. Pursuant to Minnesota Statute §16A.28, Subdivision 6, the encumbrance may be certified for one year beyond the year in which funds were appropriated. The Grantee shall submit a final billing invoice within 30 days of the expiration of the grant as specified herein.
- 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 watercraft 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. 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" will be enforced. Refer to Exhibit "A" which is attached and incorporated into this agreement for more information on allowable expenses.

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 Six thousand three hundred seventy-five dollars (\$6,375).
- (b) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant agreement will not exceed Six thousand three hundred seventy-five dollars (\$6,375).

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 may be submitted at the end of the grant period or as often as monthly. Each invoice shall be accompanied by log sheets or activity sheets as described in Exhibit A. The final invoice and required narrative report must be submitted to the State not later than October 5, 2016, 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. Exhibit "B" is attached and incorporated into this grant agreement. 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.

- 4.3 Contracting and Bidding Requirements per Minn. Stat. §471.345, grantees that are municipalities as defined in Subd. 1 must do the following if contracting funds from this grant contract agreement for any supplies, materials, equipment or the rental thereof, or the construction, alteration, repair or maintenance of real or personal property:
- (a) If the amount of the contract is estimated to exceed \$100,000, a formal notice and bidding process must be conducted in which sealed bids shall be solicited by public notice. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (b) If the amount of the contract is estimated to exceed \$25,000 but not \$100,000, the contract may be made either upon sealed bids or by direct negotiation, by obtaining two or more quotations for the purchase or sale when possible, and without advertising for bids or otherwise complying with the requirements of competitive bidding. All quotations obtained shall be kept on file for a period of at least one year after receipt thereof. Municipalities may, as a best value alternative, award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2) and paragraph (c).
 - (c) If the amount of the contract is estimated to be \$25,000 or less, the contract may be made either upon quotation or in the open market, in the discretion of the governing body. If the contract is made upon quotation it shall be based, so far as practicable, on at least two quotations which shall be kept on file for a period of at least one year after their receipt. Alternatively, municipalities may award a contract for construction, alteration, repair, or maintenance work to the vendor or contractor offering the best value under a request for proposals as described in Minn. Stat. §16C.28, Subd. 1, paragraph (a), clause (2).
 - (d) Support documentation of the bidding process utilized to contract services must be included in the grantee's financial records, including support documentation justifying a single/sole source bid, if applicable.
 - (e) For projects that include construction work of \$25,000 or more, prevailing wage rules apply per; Minn. Stat. §§177.41 through 177.44 consequently, the bid request must state the project is subject to prevailing wage. These rules require that the wages of laborers and workers should be comparable to wages paid for similar work in the community as a whole. A prevailing wage form should accompany these bid submittals.

5 **Conditions of Payment**

All services provided by the Grantee under this grant contract 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 Rodmen Smith, Director, Enforcement Division – Central Office, Minnesota Department of Natural Resources (DNR), 500 Lafayette Rd., St. Paul, MN 55155-4047, (651) 259-5042, rodmen.smith@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 shall 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 contract if the State finds that there has been a failure to comply with the provisions of this grant contract, 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 contract if:
a) It does not obtain funding from the Minnesota Legislature
b) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written 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 contract 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.

16 **Invasive Species Prevention**

The DNR requires active steps to prevent or limit the introduction, establishment, and spread of invasive species during contracted work. The contractor shall prevent invasive species from entering into or spreading within a project site by cleaning equipment prior to arriving at the project site.

If the equipment, vehicles, gear, or clothing arrives at the project site with soil, aggregate material, mulch, vegetation (including seeds) or animals, it shall be cleaned by contractor furnished tool or equipment (brush/broom, compressed air or pressure washer) at the staging area. The contractor shall dispose of material cleaned from equipment and clothing at a location determined by the DNR Contract Administrator. If the material cannot be disposed of onsite, secure material prior to transport (sealed container, covered truck, or wrap with tarp) and legally dispose of offsite.

The contractor shall ensure that all equipment and clothing used for work in infested waters has been adequately decontaminated for invasive species (ex. zebra mussels) prior to being used in non-infested waters. All equipment and clothing including but not limited to waders, tracked vehicles, barges, boats, turbidity curtain, sheet pile, and pumps that comes in contact with any infested waters must be thoroughly decontaminated.

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

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Garraad Muser

Date: 4/29/16

SWIFT Contract # 108842

Purchase Order # 3000093641

3. STATE AGENCY: NATURAL RESOURCES

By: _____
(With delegated authority)

Title: Director, Enforcement Division – Central Office

Date: _____

Attachments: Exhibits "A" & "B"

Distribution:

- 1. DNR - OMBS
- 2. Grantee
- 3. State's Authorized Representative

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: Chairperson of County Board

Date: _____

By: _____

Title: County Auditor or Administrator

Date: _____

