

AITKIN TOWNSHIP

P.O. Box 252
AITKIN, MINNESOTA 56431

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RENEE LARSON, DEPUTY CLERK - 218-429-0040
SHARON DOTZLER - TREASURER - 218-927-3944

December 10, 2017

To: Aitkin County Board of Commissioners

RE: Beaver Problems in Aitkin Township

DEC 10 2017

Dear Commissioners,

Our Board of Supervisors attended the last Aitkin County Township Quarterly meeting, and brought back information regarding the beaver problem in other areas. The presentation asked that townships report back to the County Board what they have encountered as far as the beaver problems, and what cost has been incurred in the past two years. We are hopeful with this information the County can go to the State to try and get funding to aid the townships in this problem.

In Aitkin Township, we have been notified by our excavator/road maintenance contractor that approximately \$5000 was spent in 2015, \$2,500 in 2016, and to date \$600. We have a particular road the beavers are wreaking havoc, and expect additional dollars in this calendar year.

Thank you for the work you are doing in getting possible funding to aid townships and the county.

Sincerely,

Renee Larson
Deputy Clerk

12/4/2017

TO: County Auditors, Assessors, and Attorneys for Aitkin, Anoka, Becker, Beltrami, Benton, Big Stone, Carlton, Cass, Chippewa, Clay, Clearwater, Crow Wing, Goodhue, Grant, Hennepin, Houston, Hubbard, Isanti, Itasca, Kanabec, Kandiyohi, Kittson, Koochiching, Lac Qui Parle, Lincoln, Lyon, Mahnomon, Marshall, Meeker, Morrison, Otter Tail, Pine, Pipestone, Polk, Pope, Ramsey, Rock, Sherburne, St. Louis, Stearns, Stevens, Swift, Todd, Traverse, Wabasha, Wadena, Washington, Wilkin, Wright, and Yellow Medicine

FROM: Minnesota Department of Revenue: Property Tax

SUBJECT: Settlement of BNSF Railway Company Appeal

What was appealed?

BNSF Railway Company appealed the Commissioner of Revenue's valuation of its railroad operating property for assessment year 2017, for taxes payable year 2018, to the Minnesota Tax Court. This is Minnesota Tax Court Docket Number 9095-R. Regarding the property taxes payable for year 2018 that were assessed by the Commissioner, BNSF Railway Company filed a "Complaint for Injunctive and Declaratory Relief" in the United States District Court, for the District of Minnesota. This is Case Number 0:17-cv-03907-WMW-SER.

What is the new development?

The Commissioner and BNSF Railway Company agreed to settle the Tax Court appeal, the federal action, and all other matters related to the Commissioner's 2017 valuation of BNSF Railway Company.

On November 22, 2017, Minnesota Tax Court issued an Order for Judgment affirming the agreement for the 2017 valuation of BNSF Railway Company's operating property at \$884,500,000. We expect that the United States District Court will soon issue an order dismissing the federal action, based on the parties' stipulation for dismissal.

What happens next?

The attached Order for Judgment includes the court ordered apportionable market values by parcel. Market values are based on the agreed-to value of the company's operating property in Minnesota in the settlement. Counties should use this information to adjust their records to reflect the revised value of each parcel.

Given the timing of this settlement, counties will be able to recalculate the taxes payable in 2018 by BNSF Railway Company to avoid issuing refunds and will be able to redistribute their levies.

We are communicating this new development to the county auditors, assessors, and attorneys. You should communicate with local jurisdictions in your county as you deem appropriate.

How can we learn more?

We remain committed to providing updates to you and will communicate more when there is new public information to share. If you would like to discuss this further, you can contact me at cynthia.rowley@state.mn.us or call at (651) 556-4814.

Sincerely,



Cynthia Rowley
Director, Property Tax

* lowers proposed valuation
in Aitkin Co. by approx.
\$3 million.

* Minimal impact on Aitkin Co.
Larger (2%) impact
for cities + townships.

November 30, 2017

DEC 06 2017

County: **Aitkin**

County Director: Cynthia Bennett

County (Name of Person in Charge) Program Coordinator:

DHS (Person in Charge) Program Coordinator: John Kowalczyk

On behalf of the Minnesota Department of Human Services, I am pleased to inform you that **Aitkin** County has been awarded funding for a Child Welfare/Juvenile Justice Screening Grant (Screening Grant) which is dispersed in the Children's Mental Health Screening Grant for the next calendar year (CY 2018).

The Screening Grant provides state-appropriated funds to support children's mental health screening, assessment, and mental health services to children in the child welfare and juvenile justice systems (prioritizing funds for uninsured and underinsured youth).

Children to be screened are described in Minnesota Statutes, § 245.4874, subd.i 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6. They include a child:

- receiving protective services,
- in out-of-home placement,
- for whom parental rights have been terminated,
- found delinquent,
- detained for an alleged delinquent act, and
- found to have committed a petty juvenile offense for the third or subsequent time.

The Department has allocated \$30,492.00 (calendar year allocation (CY allocation)) to Aitkin County for Child Welfare/Juvenile Justice Screening for CY 2018. Reimbursement for Child Welfare/Juvenile Justice Screening expenditures cannot exceed the annual CY allocation. There is no carry over of unused funds from one calendar year to another. Marginal use of grant funds will result in future grant reductions or cancellations.

These funds will be allocated one year at a time. This Screening Grant is not considered accepted until John Kowalczyk, the representative from the State of Minnesota, receives the Acceptance of Screening Grant Letter from the Aitkin County Board.

1. TERM OF GRANT AWARD

This grant award is effective on January 1, 2018, or upon the date that the final required signature is obtained by the STATE, pursuant to Minnesota Statutes, section 16C.05, subdivision 2, whichever occurs later, and shall remain in effect through December 31, 2018, or until all obligations set forth in

this grant award have been satisfactorily fulfilled, whichever occurs first. COUNTY understands that NO work should begin under this grant award until ALL required signatures have been obtained, and GRANTEE is notified to begin work by the STATE's Authorized Representative. The COUNTY shall have a continuing obligation, after said grant period, to comply with the following provisions of grant clauses: Liability; State Audits; and Jurisdiction and Venue.

2. Amount and Period of Funding

The \$30,492 award is for calendar year 2018 (January 1, 2018 – December 31, 2018). The breakdown of the total is as follows: Child Welfare \$30,157.00 and Juvenile Justice \$335.00. Quarterly payments will be based on actual reimbursement determined by Budget Reporting and Accounting for Social Service (BRASS) system code expenditure data. Children's mental health screening expenditures are reported under the BRASS system. Time and expenses related to children's mental health screenings will be reported using the 111x Mental Health Screening BRASS code. Children's mental health assessments and services are reported under the BRASS code specific to those services. All Child Welfare/Juvenile Justice Screening Grant award funds must be expended by Dec. 31, 2018.

3. County Duties

ALLOWABLE USES. The allowable uses of grant funding are also unchanged for CY2018. The categories below show how the funding may be spent in 2018 and should be represented in the budget (see attached sample) that counties submit to DHS.

- Administration and conducting screenings (up to 25% of the grant award – *staff time, etc*);
- Data collection and reporting (up to 10% of the grant award – *time collecting and reporting data*);
- Clinical Services (unlimited – *Diagnostic Assessments, therapy, CTSS if not paid otherwise*);
- Clinical and/or ancillary mental health services (unlimited – *respite care, parent trainings, groups*);
- Clinical supervision (up to 10% of the grant award – *for interns, practicum students*);
- Training for child welfare and juvenile justice staff (up to 10% of the grant award – *e.g. Trauma focused care, anti-stigma training, best practices and similar trainings on mental health topics*).

4. Reporting Requirements

Fiscal reporting for this grant must follow the Social Services Expenditure and Reconciliation Report (SEAGR) and DHS Form 2895. Children's mental health screening expenditures are reported under the Budget Reporting and Accounting for Social Service (BRASS) system. Effective January 1, 2012, time and expenses related to children's mental health screenings will be reported using the 111x Mental Health Screening BRASS code. Children's mental health assessments and services are reported under the BRASS code specific to those services.

5. CONDITIONS OF PAYMENT

All services provided by COUNTY pursuant to this grant contract shall be performed to the satisfaction of the STATE, as determined at the sole discretion of John Kowalczyk, 651-431-2335, john.kowalczyk@state.mn.us as the authorized representative, and in accord with all applicable federal, state, and local laws, ordinances, rules and regulations. The COUNTY shall not receive payment for work found by the STATE to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

6. PAYMENT RECOUPMENT

The COUNTY must reimburse the STATE upon demand or the STATE may deduct from future payments under this grant any amounts paid by the STATE, under this or any previous grant, for which invoices and progress reports have not been received, or for which the COUNTY's books, records or other documents are not sufficient to clearly substantiate that those amounts were used by the COUNTY to perform grant services.

7. Insufficient Funds

The STATE may immediately terminate this grant award if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination will be by written or fax notice to the County. The STATE is not obligated to pay for any services that are provided after notice and effective date of termination. However, the COUNTY will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The STATE will not be assessed any penalty if the grant contract is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The STATE must provide the COUNTY notice of the lack of funding within a reasonable time of the STATE's receiving that notice.

8. Breach

Upon STATE's knowledge of a curable material breach of the grant contract by COUNTY, STATE shall provide COUNTY written notice of the breach and ten (10) days to cure the breach. If COUNTY does not cure the breach within the time allowed, COUNTY will be in default of this grant contract and STATE may cancel the grant contract immediately thereafter. If COUNTY has breached a material term of this grant contract and cure is not possible, STATE may immediately terminate this grant contract.

9. LIABILITY

To the extent provided for in Minnesota Statutes, section 466.01 to 466.15, the COUNTY agrees to be responsible for any and all claims or causes of action arising from the performance of this grant by COUNTY or COUNTY's agents or employees. STATE's liability and that of its agents or employees, if any, for any and all claims or causes of action arising from the performance of this grant shall be governed by Minnesota Statutes, section 3.736. This clause shall not be construed to bar any legal remedies COUNTY may have for the STATE's failure to fulfill its obligations pursuant to this grant.

10. STATE AUDITS

Minnesota Statutes, section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices of the COUNTY and its employees, agents, or subcontractors relevant to this grant contract shall be made available and subject to examination by the STATE, including the contracting Agency/Division, Legislative Auditor, and State Auditor for a minimum of six years from the end of this grant contract.

11. AMENDMENTS

Any amendments to this award letter shall be in writing, and shall be executed by the same parties who executed the original award letter, or their successors in office.

12. JURISDICTION AND VENUE

This award letter, and amendments and supplements thereto, shall be governed by the laws of the State of Minnesota. Venue for all legal proceedings arising out of this grant contract, or breach thereof, shall be in the state or federal court with competent jurisdiction in Ramsey County, Minnesota.

13. WAIVER

If the STATE fails to enforce any provision of this award letter, that failure does not waive the provision or the STATE's right to enforce it.

14. AWARD LETTER COMPLETE

This award letter contains all negotiations and agreements between the STATE and the COUNTY. No other understanding regarding this award letter, whether written or oral may be used to bind either party.

15. Affirmative Action

COUNTY is encouraged to prepare and implement an Affirmative Action plan for the employment of qualified minority persons, women and persons with disabilities, and to submit the plan to the Commissioner of Human Rights, in accordance with Minnesota Statutes, section 363A.36.

16. Non-Discrimination

The COUNTY agrees not to discriminate against any employee or applicant for employment because of race, color, creed, religion, national origin, sex, marital status, status in regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age in regard to any position for which the employee or applicant for employment is qualified. Minnesota Statutes, section 363A.02. COUNTY agrees to take affirmative steps to employ, advance in employment, upgrade, train, and recruit minority persons, women, and persons with disabilities.

The COUNTY must not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The COUNTY agrees to take affirmative action to employ, advance in employment, and otherwise treat qualified disabled persons without discrimination based upon their physical or mental disability in all employment practices such as the following: employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Minnesota Rules, part 5000.3550.

COUNTY agrees to comply with the rules and relevant orders of the Minnesota Department of Human Rights issued pursuant to the Minnesota Human Rights Act. Notification to employees and other affected parties. The COUNTY agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the commissioner of the Minnesota Department of Human Rights. Such notices will state the rights of applicants and employees, and COUNTY'S obligation under the law to take affirmative action to employ and advance in employment qualified minority persons, women, and persons with disabilities.

17. WORKERS' COMPENSATION

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

18. VOTER REGISTRATION CERTIFICATION

COUNTY certifies that it will comply with Minnesota Statutes, section 201.162 by providing voter registration services for its employees and for the public served by the GRANTEE.

19. OWNERSHIP OF EQUIPMENT

The STATE shall have the right to require transfer of all equipment purchased with grant funds (including title) to the STATE or to an eligible non-STATE party named by the STATE. This right will normally be exercised by the STATE only if the project or program for which the equipment was acquired is transferred from one grantee to another.

20. FEDERAL AUDIT REQUIREMENTS AND GRANTEE DEBARMENT INFORMATION.

COUNTY certifies it will comply with the Single Audit Act, and Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. All sub-recipients receiving \$750,000 or more of federal assistance in a fiscal year will obtain a financial and compliance audit made in accordance with the

Single Audit Act, or Code of Federal Regulations, title 2, subtitle A, chapter II, part 200, as applicable. Failure to comply with these requirements could result in forfeiture of federal funds.

DEBARMENT BY STATE, ITS DEPARTMENTS, COMMISSIONS, AGENCIES OR POLITICAL SUBDIVISIONS

COUNTY certifies that neither it nor its principles is presently debarred or suspended by the STATE, or any of its departments, commissions, agencies, or political subdivisions. COUNTY'S certification is a material representation upon which the grant contract award was based. The COUNTY shall provide immediate written notice to the STATE'S authorized representative if at any time it learns that this certification was erroneous when submitted or becomes erroneous by reason of changed circumstances.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION

Federal money will be used or may potentially be used to pay for all or part of the work under the grant contract, therefore COUNTY certifies that it is in compliance with federal requirements on debarment, suspension, ineligibility and voluntary exclusion specified in the solicitation document implementing Executive Order 12549. COUNTY'S certification is a material representation upon which the grant contract award was based.

21. STATE AUTHORIZED REPRESENTATIVES

The STATE'S authorized representative for the purposes of administration of this grant award is **John Kowalczyk**, john.kowalczyk@state.mn.us or his successor. Such representative, acting on behalf of the STATE, shall have final authority for acceptance of COUNTY'S services and if such services are accepted as satisfactory, shall so certify on each invoice submitted pursuant to Clause 2.2. All notices required under this grant award shall be made to the Authorized Representative. If the STATE's Authorized Representative changes at any time during this grant contract, STATE will notify COUNTY in a reasonable amount of time.

State's Authorized Representative contact information:

John Kowalczyk, MS, LICSW, LCSW
P.O. Box 64985
St. Paul, MN 55164-0985
Phone: 651-431-2335
john.kowalczyk@state.mn.us

All reports, except fiscal, must be sent to the grant manager via e-mail or direct mail.

Please submit a budget to John Kowalczyk (john.kowalczyk@state.mn.us) for how your County will be spending grant funds by December 31, 2017,

For questions on financial matters or SEAGR reporting, contact: Craig Beske, Program Accountant,
651-431-3780, Craig.Beske@state.mn.us.

Sincerely,

A handwritten signature in black ink that reads "Maisha DG". The letters are cursive and somewhat stylized.

Maisha Giles, MA, LMFT, LICSW, LADC
Director, Community Supports Administration

Enclosures

cc: County Social Services Director
County Social Services Fiscal Supervisor

Screening Grant Budget

Cal. Year: _____ County: _____ Grant Award: _____

Administration and Operating Expenses (up to 25% of the grant award) <i>(staff time in administering screens, screening tools/supplies, clerical support of data entry, and computers and/or software)</i>	TOTAL	Grant Funds
Data Collection and Reporting (up to 10% of the grant award) <i>(time spent collecting and reporting data to DHS)</i>		
Clinical Services (Unlimited) <i>(Diagnostic Assessments, psychotherapy, CTSS and similar documented treatment related costs)</i>		
Ancillary or Supportive Services (Unlimited) <i>(respite care, skills and support groups, parent training, and other similar costs.)</i>		
Clinical Supervision (up to 10% of the grant award) <i>(clinical supervision for interns, practicum students, and those who are pursuing licensure)</i>		
Training for Child Welfare and Probation Officers (up to 10% of the grant award) <i>(trainings on screening, trauma focused care, anti-stigma, best practices and other similar trainings)</i>		
Total:		

*Electronic copies of this form available upon request. Contact: john.kowalczyk@state.mn.us

ACCEPTANCE OF XXXXXXXXX COUNTY AWARD

ACCEPTANCE OF Child Welfare/Juvenile Justice Screening Grant 2018 Grant award for *the January 1, 2018 through December 31, 2018 Child Welfare/Juvenile Justice Screening Grant* award available through Minnesota Statutes, § 245.4874, subd. 1(12); § 260B.157, subd. 1; § 260B.176, subd. 2(e); and § 260B.235, subd. 6.

Name of County: _____

County Project Coordinator: _____

It is understood and agreed by the county board that any funds granted pursuant to this grant award extension for the Child Welfare/Juvenile Justice Screening grant award funded through Children's Mental Health Screening Grant, are to be expended for the purposes set forth in the county award letter dated November 28, 2017 as approved by the Minnesota Commissioner of the Department of Human Services and in accordance with applicable laws and rules. The application and grant award letter are both incorporated into this award by reference. Further it is understood that the budgets, expenditures, and program will be subject to periodic review by the Commissioner. If funds are not being used to implement the approved plan and according to the grant award letter, they may be subject to return or future payment deductions in accordance with Minnesota Statutes, section 256.01, subdivision 2. All payment information is included in the incorporated grant award letter. An amended grant award letter will be issued and must be signed in the event any changes are made to the terms of the grant award.

The receipt of grant funds by the county board assures acceptance by the board of the following responsibilities:

1. Utilization of written personnel policies in assigning and compensating project employees.
2. Compliance with Titles VI and VII of the United States Civil Rights Act of 1964, Americans with Disabilities Act, Minnesota Statutes, chapter 363 and the Minnesota Government Data Practices Act, Minnesota Statutes, chapter 13.
3. Compliance with Workers Compensation insurance coverage requirements of Minnesota Statutes, section 176.181, subdivision 2.
4. Responsibility for any and all claims or causes of action arising from the performance of this grant to the extent provided for in Minnesota Statutes, section 466.01- 466.15.
5. Compliance with all applicable federal and state regulations, including, but not limited to, the Single Audit Act (OMB Circular A-133), Debarment and Suspension certifications (45 CFR 92.35) and Federal Cost Principles and Administrative Requirement (OMB Circulars A-87 and A-102).

Signature: _____

Chairperson: _____

Date: _____