

Carlton County
Board of Commissioners
*****ADJOURNED SESSION*****

Monday, April 27, 2020

4:00 p.m.

Carlton County Transportation Building

**Please Check the Carlton County Website
for Possible Remote Access Options**

A. Administrative

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Approve Agenda
4. Approve Minutes of the April 14, Regular Session
5. Visitors:
 - a.
 - b.
 - c.

B. Human Services

1. Financial
2. Personnel
3. Administrative
4. Social Services
5. Health Services
6. Income Maintenance
7. Child Support & Collections
8. Commissioner's Comments

B. Human Services (continued)

9. Human Services Advisory Committee Comments
10. Case Action & Licensing of Foster and Day Care Homes

C. Zoning and Environmental Services

1. Approve SCORE Grant Agreement and approve Heather Cunningham, Zoning & Environmental Services Administrator as the delegated county representative to sign future grant agreements
2. Set Gate Fees effective July 1, 2020
3. Price increase for mattress processing
4. Approve hiring PT Temporary Transfer Station Cashier(s)

D. Land and Building

1. Posting of speed limits on Soo Line Trail in Moose Lake - Informational

E. Transportation

1. Barnum Maintenance Facility Funding

F. Public Safety

1. Request approval for vacation carryover.

G. Tax Matters

H. Administrative - Other

1. Accept February 2020 Expenditure Listing
2. Carlton County Extension Committee Operating Policy and Procedures

3. Closed Session to discuss Union Negotiations

I. Unorganized Township Matters

J. Commissioners Comments and Meetings Attended

K. Correspondence

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

 E-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 27, 2020
Via: Paul Gassert, County Auditor/Treasurer
From: Carlton County Zoning and Environmental Services

Title of Item for Consideration: Approve SCORE Grant Agreement and approve Heather Cunningham, Zoning & Environmental Services Administrator as the delegated county representative to sign future grant agreements.

Presenter: Heather Cunningham

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution
 Approve grant agreement and designate Zoning Administrator as signee on future grants

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation _____

Summary

The Minnesota Pollution Control Agency (MPCA) distributes the Select Committee on Recycling and the Environment (SCORE) grants. The SCORE grant provides Carlton County approximately \$100,000 annually. Beginning in FY 2020 the MPCA will require a grant agreement to be signed and executed before funds are released. For efficiency we are requesting the Zoning & Environmental Services Administrator be the delegated county representative to the sign FY 2020 grant agreement and all future agreements. The majority of changes this office requested have been made to the agreement.

Supporting Attachments

- Grant Agreement _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



SCORE GRANT AGREEMENT FY20-21

State of Minnesota
Doc Type: Contract/Grant Reference

SWIFT Contract Number: 166760

AI: 104617

Activity ID: PRO20200001

A. COVERSHEET WITH SIGNATURES

1. ORGANIZATION ("Grantee") INFORMATION	
Name	Carlton County
2. ORGANIZATION ("Grantee") AUTHORIZED REPRESENTATIVE	
Name	Karola Dalen
Address	Po Box 160
City, State, Zip code	Carlton, MN 55718
Phone Number	218-384-9178
Email	karola.dalen@co.carlton.mn.us
3. MPCA ("State") AUTHORIZED REPRESENTATIVE	
Name	Jeannie Given
Address	520 Lafayette Road North
City, State, ZIP	St. Paul, MN 55155
Phone	651-757-2459
Email	jeannie.given@state.mn.us
4. ORGANIZATION ("Grantee") SIGNATURE	
SIGNATURE OF OFFICIAL WITH AUTHORITY TO SIGN:	
<p style="text-align: center;">Heather Cunningham</p> <p>NAME _____</p>	
<p>SIGNED _____ DATE: _____</p> <p><i>I certify I have read the Grant agreement and will comply with all provisions including additional state, local, federal regulations and policies governing the funding that apply to my organization.</i></p>	

B. GRANT AGREEMENT

1. Term of Grant Agreement

A. Effective date:

April 1, 2020, or the date the State obtains all required signatures, whichever is later.

B. Expiration date:

June 30, 2021, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

C. Survival of Terms.

The following clauses survive the expiration or cancellation of this Grant agreement: Liability; State Audits; Government Data Practices and Intellectual Property; Publicity and Endorsement; Governing Law, Jurisdiction, and Venue; and Data Disclosure.

2. Grantee's Duties

The Grantee will carry out all duties under this agreement in accordance with Minn. Stat. § 115A.557.

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. Conditions of Payment

All services provided by the Grantee under this grant agreement must be performed in accordance with Minn. Stat. § 115A.557 to the State's satisfaction, as determined by 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.

5. Terms of Payment

Payment amounts will be distributed according to Minn. Stat. § 115A.557, Subd.1.

6. Assignment Amendments, Waiver, and Grant agreement Complete

A. 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.

B. 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.

C. 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.

D. Grant Agreement Complete

This grant agreement 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.

7. Liability

Each party will be responsible for its own acts and behavior and the results thereof.

8. State Audits

Under Minn. Stat. § 16B.98, Subd.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.

9. Government Data Practices and Intellectual Property Rights

A. Government Data Practices

The Grantee and State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 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 Minn. Stat. §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

B. Intellectual Property Rights

(a) Intellectual property rights. All rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents created and paid for under this Grant shall be jointly owned by the Grantee and the State. Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and Contractors, either individually or jointly with others in the performance of this grant agreement. Works include "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this grant agreement. The ownership interests of the State and the Grantee in the Works and Documents shall equal the ratio of each party's contributions to the total costs described in the budget of this grant agreement, except that the State's ownership interests in the Works and Documents shall not be less than fifty percent (50%). The party's ownership interest in the Works and Documents shall not be reduced by any royalties or revenues received from the sale of the products or the licensing or other activities arising from the use of the Works and Documents. Each party hereto shall, at the request of the other, execute all papers and perform all other acts necessary to transfer or record the appropriate ownership interests in the Works and Documents.

(b) Obligations.

(1) **Notification.** Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively

reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant agreement, the Grantee shall immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure therein.

- (2) **Representation.** The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the joint property of the State and Grantee, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause Liability, the Grantee shall indemnify, defend, to the extent permitted by the Attorney General, and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including, but not limited to, attorney fees. If such a claim or action arises or in Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

- (3) **License.** The State hereby grants a limited, no-fee, noncommercial license to the Grantee to enable the Grantee's employees engaged in research and scholarly pursuits to make, have made, reproduce, modify, distribute, perform, and otherwise use the Works, including Documents, for research activities or to publish in scholarly or professional journals, provided that any existing or future intellectual property rights in the Works or Documents (including patents, licenses, trade or service marks, trade secrets, or copyrights) are not prejudiced or infringed upon, that the Minnesota Data Practices Act is complied with, and that individual rights to privacy are not violated. The Grantee shall indemnify and hold harmless the State for any claim or action based on the Grantee's use of the Works or Documents under the provisions of Clause 10.2(b)(2). Said license is subject to the State's publicity and acknowledgement requirements set forth in this grant agreement. The Grantee may reproduce and retain a copy of the Documents for research and academic use. The Grantee is responsible for security of the Grantee's copy of the Documents. A copy of any articles, materials or documents produced by the Grantee's employees, in any form, using or derived from the subject matter of this license, shall be promptly delivered without cost to the State.

10. Workers Compensation

The Grantee certifies that it is in compliance with Minn. Stat. §176.181, Subd. 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.

11. Publicity and Endorsement

A. Publicity

Any publicity regarding the subject matter of this grant agreement must identify the State as the sponsoring agency and must use the MPCA logo and language provided by 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. All projects primarily funded by state grant appropriations must publicly credit the State of Minnesota, including on the grantee's website when practicable.

B. Endorsement

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

12. 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.

13. Termination

A. 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.

B. 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.

C. Termination for Insufficient Funding

The State may immediately terminate this grant agreement 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.

14. Data Disclosure

Under Minn. Stat. § 270C.65, Subd. 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.

15. Availability of Records

In the event a monitoring visit(s) is required by the State, the Grantee shall cooperate with the State and shall comply with the State's request for documentation and other information, before, during and/or after the visit(s).

DS
AB

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

C-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 27, 2020
Via: Kathy Kortuem, County Auditor/Treasurer
From: Heather Cunningham Zoning and Environmental Services Administrator
Title of Item for Consideration: Set Gate Fees effective July 1, 2020
Presenter: Heather Cunningham

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
- Award contract or bid
- Approve by resolution
- Approve Transfer Station gate fees effective July 1, 2020

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
- Budget adjustment required Yes No NA
- Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
- Applicable job description(s) may require revision Yes No NA
- Item may change the department's authorized staffing level Yes No NA
- Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
- If yes, what was their recommendation _____

Summary

The Western Lake Superior Sanitary District has notified the County of the fees that will be charged effective July 1, 2020 at the City of Superior Landfill. These rates are established under an agreement with the City of Superior, Wisconsin. The increase is based on the Consumer Price Index, which increased by 2.10%. The last time Carlton County raised the rates for mixed municipal solid waste (MMSW) and construction/demo (C/D) was in 2018. The rates were increased to provide for rounding, thus eliminating the need for coin. Due to those changes, Carlton County will only need to change the MMSW rate charged to weighed, in-county customers from \$50.00/ton to \$50.17/ton and the MMSW rate charged to weighed, out-of-county customers from \$115.00 to \$115.21. It is not necessary to change the bagged or vehicle rates at this time.

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

C-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 27, 2020
Via: Kathy Kortuem, County Auditor/Treasurer
From: Heather Cunningham, Zoning and Environmental Services Administrator
Title of Item for Consideration: Price increase for mattress processing

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution
 Increase the price for mattress recycling and landfilling at the Transfer Station effective July 1, 2020

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation _____

Summary

Recycled mattresses are hauled to Goodwill Industries. The per price fee Goodwill Industries charges for their mattress recycling program services is going up from \$10.50 to \$12.50 per piece. The reason for the rate increase is due to the increase in wages offered to employees performing the manual, labor-intensive work to disassemble the mattresses for recycling and recycling markets. Therefore, the rate for recycling mattresses at the Transfer Station will need to be raised from \$13.00 per piece to \$15.00 per piece. In order to encourage the recycling of mattresses (need to be clean and dry), the rates for landfilled mattresses will need to be raised from \$17.00 per piece to \$19.00 per piece. The rates will be effective July 1, 2020.

The Transfer Station is not currently accepting mattresses as Goodwill Industries is closed. If Goodwill Industries does not open in a timely fashion, this office is working with the City of Superior to see if they will allow additional mattresses. If they accept additional mattresses, this office assumes we will need to increase the rates again. The City of Superior charges \$25 to their customers for landfilled mattresses.

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

C-4
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 27, 2020

Via: Kathy Kortuem, County Auditor/Treasurer

From: Heather Cunningham, Zoning and Environmental Services Administrator

Title of Item for Consideration: Approve hiring PT Temporary Transfer Station Cashier(s)

Presenter: Heather Cunningham, Zoning and Environmental Services Administrator

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
- Award contract or bid
- Approve by resolution
- Approve hiring PT Temporary Transfer Station Cashier(s)

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
- Budget adjustment required Yes No NA
- Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
- Applicable job description(s) may require revision Yes No NA
- Item may change the department's authorized staffing level Yes No NA
- Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary

The Carlton County Transfer Station requires three cashiers/HHW technicians to operate the facility. Due to COVID-19, the Transfer Station is operating with less than the required number of employees. We are requesting to hire temporary part-time cashier(s) in order to provide this essential service to Carlton County. Therefore, we are requesting approval to have the Transfer Station staffing level set at three employees.

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

0-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting April 27, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Greg Bernu, Land Department
Title of Item for Consideration: Informational: Posting of Speed limits on Soo Line Trail in Moose Lake
Presenter: Same

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation _____

Summary

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

The Soo Line Trail between Hallgren Road in Moose Lake Township on the East and the Split between the North SLT and Mainline just West of Moose Lake has been posted to 15 MPH, except that portion between the North Road and MN 27/73 which is currently posted at 10 MPH.

Land Dept.

AX FORFEIT
LAND
DEPARTMENT

**ATV
SPEED
LIMIT
15
MPH**



Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

E-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 04-27-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: JinYeena Neumann, County Engineer
Title of Item for Consideration: Barnum Maintenance Facility Funding
Presenter: JinYeena Neumann

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation _____

Summary

Discuss final estimate for the Barnum Maintenance Facility and the funding implications.

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Barnum Maintenance Facility Expenses

McGough Estimate for Construction	\$	10,791,748
Alternate 1: New Laminated Fiberglass Ceiling	\$	10,560
Wold Fee	\$	600,040
Apron on Salt Dome	\$	25,000
Well Drilling	\$	10,000
Sanitary Sewer Installation	\$	200,000
Brine Building Equipment	\$	100,000
Misc - office furniture, kitchen appliances, etc	\$	50,000
Vapor Mitigation	\$	50,000
Security - Cameras & Door Locks	\$	75,000
	Total \$	11,912,348

Survey - JPJ Engineering	\$	7,250
Materials Testing - Braun	\$	58,022
Sanitary Sewer Design - SHE	\$	56,200
Vapor Testing - Braun	\$	30,193
Arrowhead Consulting	\$	1,494
Menards - Shelving	\$	3,861
Asbestos Removal - ACCT	\$	16,000
UST Removal	\$	17,000
Rock Crushing	\$	50,000
Temp Electric - Hunt	\$	20,000
Plumbing Permit Application	\$	2,000
	Total \$	262,020

Monthly Cost		
Outhouses	\$	300
Diesel Fuel Tanks	\$	300
Storage Containers	\$	300
	Total \$	900
		\$ 6,300 (7 months)

Portable Office	\$	10,000
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Potential Savings

Roofing	\$	300,000
Mechanical	\$	100,000
Performance Bond	\$	81,000
Builder's Risk	\$	18,000
Brine Building	\$	225,000
Total	\$	724,000



McGOUGH

Owner: Carlton County
Project: Barnum Transportation/Maintenance Facility

Estimator: GK, HD, EJ
Estimate Type: GMP
Date: 4/16/2020

Code	Description	Qty	Unit	Rate	Total	% of Total
1	Existing Conditions	56,432	SF	4.04	228,266	2.12
2	Sitework	56,432	SF	11.35	640,752	5.94
3	Substructure	52,350	FP	19.61	1,026,800	9.51
4	Structure	56,432	SF	11.55	651,662	6.04
5	Exterior Enclosure	22,069	Ext SF	56.66	1,250,420	11.59
6	Roofing	37,136	Roof SF	16.80	623,900	5.78
7	Interiors	56,432	SF	16.69	942,002	8.73
8	Stairs	1	Flights	0.00	\$0.00	0.00
9	Building Equipment	56,432	SF	11.18	631,054	5.85
10	Conveying Systems	1	EA	100,495.00	100,495	0.93
11	Mechanical	56,432	SF	38.72	2,185,000	20.25
12	Fire Protection	56,432	SF	3.54	199,800	1.85
13	Electrical	56,432	SF	8.69	490,354	4.54
14	Low Voltage Electrical Systems	56,432	SF	0.00	\$0.00	0.00
15	General Conditions	7	MO	71,573.30	501,013	4.64
16	Weather Conditions	56,432	SF	0.00	\$0.00	0.00
17	Hoisting	7	MO	19,912.80	139,390	65.87
18	Brine Building	1	LS	123,858.00	123,858	1.15
	Subtotal of Construction Costs	56,432	SF	172.50	9,734,765	90.21
	Miscellaneous Costs					
19	Permit Fees				\$0.00	0.00
20	SAC/WAC Fees				\$0.00	0.00
21	Benchmark/Layout				12,000	0.11
22	Testing & Inspections				\$0.00	0.00
23	Builder's Risk & Deductibles				17,264	0.16
24	Performance Bond				80,925	0.75
25	Subcontractor Default Insurance				111,550	1.03
26	Pre-Construction Services				25,000	0.23
27	General Liability Insurance	9,981,505			94,824	0.88
	Subtotal Construction & Misc. Items				10,076,329	93.37
	Fees & Contingency					
28	Design Contingency	0.00	%	10,076,328.79	\$0.00	0.00
29	Construction Contingency	5.00	%	10,076,328.79	503,816	4.67
30	Escalation: Mid Pt of Construction	0.00	%	10,580,145.23	\$0.00	0.00
31	D-B Design Fees	0.0	%		\$0.00	0.00
32	Construction Fee	2.00	%	10,580,145.23	211,603	1.96
	Grand Total Construction Costs	56,432	SF	191.23	10,791,748	100.00



McGOUGH

Owner: Carlton County
Project: Barnum Transportation/Maintenance Facility

Estimator: GK, HD, EJ
Estimate Type: GMP
Date: 4/16/2020

Code	Description	Qty	Unit	Rate	Total	% of Total
33	Alternate - 1 - New Laminated Fiberglass Ceiling at Existing Garage				10,560	
34	Alternate - 2- New Metal Liner Ceiling at Existing Garage				153,780	

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

F-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting April 27, 2020

Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer

From: Sheriff Kelly Lake

Title of Item for Consideration: request approval for vacation carryover

Presenter: Sheriff Kelly Lake

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

Duties of a County employee(s) may be materially affected Yes No NA

Applicable job description(s) may require revision Yes No NA

Item may change the department's authorized staffing level Yes No NA

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary

Requesting carryover of 43.97 hours of vacation for Sgt. Jason Wamygora from 2019 into 2020. He was on administrative leave for a large portion of the second half of 2019 due to a work related event. Upon his return to work, he did not have the opportunity to utilize all of his accrued vacation hours prior to the end of 2019. I reviewed this with HR Manager Kim Franek and she supports this request and agreed that because he was out for work related reasons for an extended period of time, and returned close to the end of 2019 leaving him no way to reduce the balance below 200 hours, this is not an unreasonable request. December 23rd the Board did approve carryover for a couple female corrections staff in the Sheriff's Office for circumstances beyond their control. I neglected to add Sgt. Wamygora to this list for the December 23rd Item for Consideration. Sgt. Wamygora assumed that I had done that then.

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Adopted December 8, 2015
Revised November 28, 2016

Kelly Lake

From: Jason Warnygora
Sent: Wednesday, April 8, 2020 1:44 PM
To: Kelly Lampel
Cc: Brian Belich; Kelly Lake
Subject: 2019-2020 vacation rollover

Kelly,

I have a question for you and I'm sure that this is a default setting after plugging numbers in with balances. But here is the information I found under the accruals and history of accruals in PayCom.

On 12-26-2019 I had a vacation accrual balance of 243.97 hours.

On 1-1-2020 my vacation balance rolled over 200 hours and on the same date, 1-1-2020 it "expiration" 43.97 hours of my balance and then on, 1-3-2020 it gave me a balance of 200 hours vacation.

I was in a position this summer where I was off on administrative leave for work related reasons. I came back to work late in the fall and was not able to reduce my vacation accruals. Sheriff Lake asked if I would be able to bring it to the 200 hours balance and I was unable to do so. Sheriff Lake was going to go to the County Board to ask for accrual carry over exemption for myself and some other employees. I emailed Sheriff Lake today confirming if that was ok'd by the board and she said it in fact was. I believe that I am short in my vacation accrual balance of 43.97 hours of vacation.

Please let me know your thoughts.

Sgt. Jason Warnygora
Carlton County Sheriff's Office
317 Walnut Ave
PO Box 530
Carlton, MN 55718
Desk: 218-384-9538

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

H - 1

Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 4/27/2020

Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer

From: Kathy Kortuem

Title of Item for Consideration: Accept February 2020 Expenditure Listing

Presenter: Kathy Kortuem

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

Duties of a County employee(s) may be materially affected Yes No NA

Applicable job description(s) may require revision Yes No NA

Item may change the department's authorized staffing level Yes No NA

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary

Expenditure listing for February 2020 = \$5,073,827.67

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

CARLTON COUNTY
Expenditures for the Month of February 2020

Board Bills	\$3,471,514.87
Payroll	1,602,312.80
Other	0.00
Total	<u><u>\$5,073,827.67</u></u>

Motion made by:

Motion seconded by:

Expenditures by Fund

Fund 1 Revenue	\$2,044,957.41
Fund 10 Road and Bridge	773,236.20
Fund 11 Public Health & Human Services	1,641,298.38
Fund 30 Cap Outlay Barnum Garage Project	16,328.32
Fund 32 2016 Refi 2010A/B CSC CIP	0.00
Fund 40 2012 Refi '03 Hwy Bldg & '06 Road	0.00
Fund 70 Current Taxes	0.00
Fund 71 Motor Vehicle	473,659.59
Fund 72 Delinquent Taxes	0.00
Fund 73 State Fund	80,702.35
Fund 74 Forfeited Tax	22,425.27
Fund 75 Economic Development (IRRRB)	21,220.15
Fund 76 Refunding Fund	0.00
Fund 77 HS Agency Fund LCTS	0.00
Fund 78 Schools	0.00
Fund 79 Towns and Cities	0.00
Fund 80 ISTS Loan Program	0.00
Total	<u><u>\$5,073,827.67</u></u>

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

H-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting _____
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Donna Lekander
Title of Item for Consideration: Carlton County Extension Committee Operating Policy and Procedures
Presenter: Donna Lekander

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation On 04.14.2020 the Carlton County Extension Committee approved it's Operating Policy and Procedures.

Summary

They were developed to formalize how the committee operates.

Supporting Attachments

- copy of Carlton County Extension Committee Operating Policy and Procedures_ approved 041420 attached

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

Carlton County Extension Committee

Operating Policy and Procedures

Drafted: November 13, 2019

Adopted: April 14, 2020

Amended:

I. Name: County Extension Committee

II. Extension Mission: Making a difference by connecting community needs and University resources to address critical issues in Carlton County.

III. Membership:

Section 1. Number of County Extension Committee Members.

The County Extension Committee shall have nine members as follows:

- a. Six citizen members – appointed by the County Board. Citizen members should be geographically balanced across the county, one representing each of the five Carlton County Commissioner Districts and one At-Large member.
- b. Two members must be County Commissioners appointed by the County Board.
- c. The County Auditor or the auditor's designee as defined by state statute.

Section 2. Member Terms.

Committee members are appointed for the following terms:

- a. Citizen members – three-year terms.
- b. County Commissioners – appointed annually.
- c. The County Auditor (or auditor's designee) – continuous.

The membership terms for Carlton County citizens serving on the County Extension Committee shall be three years. A year is the calendar year running January through December. Members may serve up to three life time consecutive terms for a total of nine years. Members must be confirmed by the county board prior to initial appointment. At the end of each three year term, they must be re-appointed by the County Board. Renewal of membership is not automatic.

Section 3. Vacancy, Renewal, & Replacement Process.

A County Commissioner or the County Auditor may send a substitute or replacement to represent them at any committee meeting. Citizen members may not appoint a substitute or replacement.

Citizen member vacancies shall be advertised via the local Extension Connection newsletter, local newspapers, local Extension social media accounts and the County website. Interested candidates shall submit a Carlton County Board, Commissions, and Committees Application to the Clerk of the County Board. Appointees shall have knowledge of Extension Programs and be interested in the development of educational programs for the public of Carlton County. Citizen appointments should be made in a manner that ensures the committee that is diverse in background and experience and geographically representative of the County. County Extension Committee applications shall be reviewed by a special subcommittee typically consisting of a County Commissioner, the Extension Regional Director, Chair of Extension Committee and the Auditor (or auditor's designee).

Members must be confirmed by the County Board prior to initial appointment and also prior to re-appointment at the end of each term. Renewal of membership is not automatic. The County

Carlton County Extension Committee

Operating Policy and Procedures

Drafted: November 13, 2019

Adopted: April 14, 2020

Amended:

Extension Committee shall request any vacant positions be filled in a timely manner per state statute.

IV. Officers Designated: The officers of the County Extension Committee shall be the Chair and Vice-Chair. The County Auditor, the auditor's designee, or the appointee from the county administration or their designee shall serve as secretary.

V. Election of Officers: The County Extension Committee shall elect a vice-chair each year. The vice chair shall replace the chair each year and allow for continuity from year to year in that the chair will always have one year of experience as vice-chair, barring some unusual occurrence. The election shall be by majority vote.

VI. Duties and Responsibilities of Officers shall include but not be limited to:

Chair

- (1) Supervise the affairs of the Carlton County Extension Committee.
- (2) Preside over all meetings.
- (3) Appoint subcommittees as necessary.
- (4) Vote only to break a tie.
- (5) Schedule special meetings.
- (6) Act as official representative of the Committee when directed, the chair person or designee can bring forth recommendations to the County Board.
- (7) Work with the Committee to ensure that the annual plans and programs of county extension work fulfills the needs of the community needs.

Vice-Chair

- (1) Perform those duties delegated by the Chair.
- (2) Act as Chair in the event of the Chair's absence or inability to perform the duties of Chair.
- (3) May make motions, second motions and vote on all issues, including when acting as Chair.

Secretary

- (1) The County Auditor, the auditor's designee, or the appointee from the county administration or their designee shall serve as secretary. The duties of the Secretary may be fulfilled by a non-committee member as assigned by the County Auditor or the auditor's designee.
- (2) Keep the records and minutes of the committee meetings.
- (3) Process and maintain all information relating to the Committee's business.
- (4) Set the original agenda for the Extension Committee and handle all other administrative affairs.
- (5) Distribute agenda and draft minutes of previous meeting electronically to all Committee members no less than three (3) calendar days prior to each scheduled meeting and according to the provisions of the policy and procedures.
- (6) Keep and maintain an accurate record of Committee membership, terms and vacancies.
- (7) Disseminate and publish the final official Operating Policy and Procedures to all county employees.
- (8) Other duties as assigned.

VII. Vacancies of Officers: In the absence of the Chair, the Vice-Chair shall act as Chair. In the absence of both, the Secretary shall preside over the meeting for the sole purpose of facilitating the remaining members in the designation of a temporary chairperson.

Carlton County Extension Committee

Operating Policy and Procedures

Drafted: November 13, 2019

Adopted: April 14, 2020

Amended:

VIII. Quorum: A quorum shall consist of five of the nine voting members of the Extension Committee. If less than a majority of the Committee members is represented at any meeting, the following may occur:

- a. A majority of the Committee members present may adjourn the meeting.
- b. Information and non-action items may be discussed by Committee members.
- c. Should action be necessary a special meeting as defined in Section XII. Meetings, Section 3 may be called or action can be delayed until the next County Extension Committee meeting.

IX. Voting: Regular members, excluding the Chair, may vote on all items. The Chair may vote to break a tie. Failure to vote does not impact quorum. Electronic voting may be used when previously authorized at a regular or annual meeting.

X. Conflict of Interest: Committee members are permitted to testify, but not vote, on matters in which they have a direct or indirect, personal or non-employment financial interest.

Members who may have a conflict of interest shall disclose such to the committee. The disclosing member may excuse themselves from voting. In the event the disclosing member does not excuse themselves, the Committee shall vote on whether the disclosing member has a conflict and must not vote. In any event, any voting member may challenge, in person or writing, whether any member may have a conflict of interest. A majority vote of attending members, excepting the challenged member, shall decide if there is a conflict of interest.

XI. Committee Responsibilities: Minnesota County Extension Law and Statutes designate four major responsibilities of the County Extension Committee:

Section 1. Program Development & Evaluation: An annual program according to Statute 38.37 is developed to meet the priority needs of the people of Carlton County through University of Minnesota Extension based research and education. The County Extension Committee shall define through involvement with the public and staff the needs to be addressed and evaluated for effectiveness.

Section 2. Personnel Selection: The County Extension Committee is involved with University of Minnesota Extension in the decision process of hiring qualified persons as County Extension Educators.

Section 3. Personnel Evaluation: County Extension Committee members provide input for the annual performance reviews of local University of Minnesota Extension employees such as County Extension Educators and the NE Regional Director.

Section 4. Budget Development: The County Extension Committee works with the County Department Head and University of Minnesota Extension representatives to seek the funding needed to support the established annual program goals. A budget is prepared by the County Department Head and submitted to the County Board of Commissioners for approval.

XII. Meetings:

Section 1. Regular Meetings: The Extension Committee shall meet at least four times (quarterly) each year. Historically the Committee has met the second Tuesday of every other

Carlton County Extension Committee

Operating Policy and Procedures

Drafted: November 13, 2019

Adopted: April 14, 2020

Amended:

month at 6:00 p.m. (typically meeting in February, April, June, September – generally not meeting in July, August, December or January) with an additional performance evaluation/input meeting scheduled in November. If unable to attend, provisions will be made for members to join meetings via remote calls or interactive technology when possible.

Section 2. Annual Meeting: The first meeting in February shall be considered the annual meeting in which all members shall attend. The agenda of the annual meeting shall include the election of officers, setting the annual meeting schedule to include the date, time and place, review of Operating Policy and Procedures and an Annual Report by the Regional Director.

Section 3. Special Meetings: Special meetings may be called by the Chair by written request to the Secretary. Upon request a special meeting shall be scheduled within ten (10) business days or as soon thereafter as a quorum can be assembled.

Section 4. Notice of Meetings: Notice of the time and place of all meetings shall be communicated by the Secretary to each County Extension Committee member at least two weeks before the meeting. A meeting agenda and packet shall be sent to all committee member three days prior to each meeting. Meeting times and dates shall be posted in the Quarterly Newsletter, online on the Extension calendar as well as on the annual Carlton County committee meeting schedule.

Section 5. Subcommittees: Subcommittees may be established as deemed necessary. The Secretary shall maintain a list of all active subcommittees including the reason for their creation, subcommittee members, how often they meet and when the subcommittee existence will terminate.

Section 6. Conducting Business: All Committee business shall be conducted in a professional and appropriate manner with action items requiring a motion, a second, and a majority vote.

Section 7. Execution of Instruments. All official documents in the name of the County Extension Committee shall be signed by the Chair or Vice-Chair and the County Auditor (or designee) who shall bring them forward to the County Board when and as appropriate. The County Board must approve all budgets, contracts, policies, appointments and/or any recommendations for action that would hold the County financially or legally liable. A subcommittee may make a recommendation to the County Extension Committee who can make a recommendation to the County Board to determine course of action.

XIII. Adoption and Amendments:

Section 1. Adoption: These operating policies and procedures shall become effective immediately upon a two-thirds majority vote at the Annual Meeting or any regular meeting provided at least seven (7) calendar days written notice has been given to the members, which notice shall contain the proposed rules to be voted upon. All changes are subject to County Board approval.

Carlton County Extension Committee

Operating Policy and Procedures

Drafted: November 13, 2019

Adopted: April 14, 2020

Amended:

Section 2. Amendments: These operating policy and procedures may be amended by a two-thirds majority vote at the Annual or any regular meeting, provided that at least seven (7) calendar days written notice has been given to the members, which notice shall contain the proposed amendments to be voted upon. Any such amendments become effective at the time they are adopted, and subject to County Board approval.

XIV. Governance Structure: The County Extension Committee recognizes that its Operating Policy and Procedure must be in accordance with the Governance Structure and applicable statute.

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 27, 2020
Via: Kathy Kortuem, Acting County Auditor/Treasurer
From: Dennis Genereau, Jr
Title of Item for Consideration: Discussion of New FFCRAS law and Possible Exclusions
Presenter: Dennis Genereau, Jr.

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
- Award contract or bid
- Approve by resolution
-

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
- Budget adjustment required Yes No NA
- Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
- Applicable job description(s) may require revision Yes No NA
- Item may change the department's authorized staffing level Yes No NA
- Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
- If yes, what was their recommendation _____

Summary: Due to the COVID-19 virus, the Federal Government passed the Family's First Coronavirus Response Act (FFCRA), which took effect April 1, 2020. That Act includes language that allows local government units to exclude certain positions. The Human Resources Department is asking that the Board consider how the exclusion portion of the act should be applied to Carlton County staff.

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Carlton County Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

H-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: April 27, 2020
Via: Kathy Kortuem, Acting County Auditor/Treasurer
From: Dennis Genereau, Jr.

Title of Item for Consideration: Closed Session to Discuss Union Negotiations
Presenter: Dennis Genereau, Jr.

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution

Fiscal Impact (check all that apply)

- Item included under current budget Yes No NA
Budget adjustment required Yes No NA
Reviewed by Finance Committee Yes No NA

Staffing Impact

- Duties of a County employee(s) may be materially affected Yes No NA
Applicable job description(s) may require revision Yes No NA
Item may change the department's authorized staffing level Yes No NA
Reviewed by Human Resources Yes No NA

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation _____

Summary:

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated