

Carlton County  
Board of Commissioners  
\*\*\*REGULAR SESSION\*\*\*  
Tuesday June 9, 2020  
8:30 a.m.  
Carlton County Transportation Building

Watch the meeting live at:  
[www.co.carlton.mn.us/board](http://www.co.carlton.mn.us/board)

**A. Administrative - Routine**

1. Roll Call
2. Pledge of Allegiance to the Flag
3. County Attorney's statement allowing remote participation due to peacetime emergency
4. Approve Agenda
5. Approve Minutes of the May 26, 2020, Adjourned Board Meeting
6. Visitors:
  - a.
  - b.
  - c.
  - d.

**B. Human Services**

1. Financial
2. Personnel
3. Administrative
4. Social Services
5. Public Health Services
6. Income Maintenance
7. Child Support & Collections

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

### **C. Zoning and Environmental Services**

### **D. Land and Building**

### **E. Transportation**

1. Agreement with City of Moose Lake for Safe Routes to School Project
2. Letter of Support for Dual Language Sign on the TH 210 at Sawyer
3. Agency Agreement for Federal Airport Operating Expenses Reimbursement
4. Approve Cooperative Agreement with St Louis and Itasca Counties for Highway Safety Improvement Program (HSIP) Project

### **F. Public Safety**

### **G. Tax Matters**

1. Notice of Confession of Judgment plan for Julia Reynolds by Fredericka DeCoteau

### **H. Administrative – Other**

1. Authorize the Auditor to implement an Absentee Ballot Board
2. Authorize the Auditor to implement a UOCAVA Ballot Board
3. Authorize the Auditor to implement a Mail Ballot Board
4. Consider approving Mike Griebel Contract
5. Accept United Way Grant for Jump Start

6. Consider approving updates to Carlton County Change Order Policy and Requirements
7. Budget Adjustment
8. Consider directing the Building Committee to identify options for the County's 264 acres

**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 06-09-2020

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

From: JinYeene Neumann, County Engineer

Title of Item for Consideration: Agreement with City of Moose Lake for Safe Routes to School Project

Presenter: JinYeene 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**

The City of Moose Lake has applied for and received funding for a Safe Routes to School project along TH 73 from Lakeshore Drive to the Moose Lake School. Because the City has a population under 5000, the County is required to be the sponsor for the city to receive funding. We would recommend entering into an agreement with the City of Moose Lake to facilitate the SRTS project.

**Supporting Attachments**

Agreement for SRTS Project

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

Adopted December 8, 2015

Revised November 28, 2016

AGREEMENT

THIS AGREEMENT is between the **CITY OF MOOSE LAKE**, a municipal corporation of Carlton County, Minnesota, hereinafter referred to as the "City", and the **COUNTY OF CARLTON**, a duly organized county within the State of Minnesota, hereafter referred to as the "County".

WITNESSETH:

WHEREAS, the City has applied for and received a Local Partnership Program (LPP) and a Safe Routes to School (SRTS) Grant through the Minnesota Department of Transportation (MnDOT) for construction of 1.1 miles of new pedestrian trail paralleling TH 73 and CR 10 from Lakeshore Drive to the Moose Lake School, hereafter referred to as the "Project" and,

WHEREAS, the County is required to act as the fiscal agent and contract administrator for the State of Minnesota in administering LPP and SRTS Grant funds and shall administer the pre-construction and construction contracts for the Project, hereafter referred to as the "Contract", under the Minnesota Department of Transportation Delegated Contract Process and,

WHEREAS, the actual Project construction costs are eligible for funding with LPP and SRTS funds, and

WHEREAS, the City shall prepare a plan for construction of the Project, hereafter referred to as the "Plan", and,

WHEREAS, the local funding share of the Project construction costs that are eligible for funding with LPP and SRTS funds is required by the City by the state funding process, and,

THEREFORE, IT IS MUTUALLY AGREED AND UNDERSTOOD, with regard to the Project, the parties hereby agree to the following:

1. If required, the City shall obtain any necessary permits and environmental statements as required by law for completion of the Project, including, but not limited to, permits and statements required by the Minnesota Pollution Control Agency, U.S. Army Corp. of Engineers and the Department of Natural Resources. The City shall bear the cost of all permit fees. All pertinent permits shall be obtained prior to advertising for bids for the Project.
2. The City shall acquire and pay the cost for all right-of-way and construction easements required for construction in accordance with the Plan.
3. The City shall prepare the Plan and specifications for the Project in accordance with the current Edition of the Minnesota Department of Transportation "Standard Specifications for Construction" and the most current version of the Carlton County Boiler Plate Special Provisions.
4. The County shall assist the City in preparation of bidding documents for the Plan.
5. The County shall approve the Plan and specification prior to the advertising for bids for the Project.
6. The County shall administer the bidding process, including, but not limited to, publishing the advertisement for bids, making the Proposal Package available to bidders, opening bids, and awarding the Contract to the lowest responsible bidder, after concurrency by the City.

7. In the event that the City rejects all bids, the City shall reimburse the County, if requested by the County, for all direct and administration costs incurred by the County to that date.
8. In the Contract, pay items eligible for funding by LPP and SRTS shall be shown as "participating" items and those pay items not eligible shall be shown as "nonparticipating" items. The City shall pay to the County, within thirty (30) days after the award of the Contract, ninety-five percent (95%) of the total cost of nonparticipating unit prices as contained in the successful contractor's bidding documents. In the event that any portion of LPP and SRTS funding does not become available, those funds shall be the responsibility of and paid for by the City. Any portion of the Contract that is not covered by LPP and SRTS funds shall be the responsibility of and paid for by the City.
9. **The County shall advertise, receive bids, and award the Contract to the lowest responsible bidder, make payments to the contractor and assist in processing of the final payment documentation in accordance with current specifications. For these services, the City shall reimburse the County for all direct and indirect costs incurred to complete the work. The County will bill the City in regular intervals for these services.**
10. The City will make final payment to the County after final acceptance of the project. Final payment shall include all required funds for participating and nonparticipating items and reimbursement for County services. Payment will be due within thirty (30) days of receipt of a valid statement of final contract quantities for the City's cost for the project. In the event that the amount of funds advanced by the City is in excess of the required funds, the excess funds shall be returned to the City without interest.
11. The City shall perform the necessary construction administration and administer the terms of the Contract from award to the certification of final payment.
12. The County uses RTVision's OneOFFICE project management software to manage projects. All Project related data shall be provided to the County through the OneOFFICE software.
13. The City shall perform all necessary construction engineering and staking, material testing, record keeping and construction inspection for items contained in the Plan. The City shall report any observed deficiencies to the County immediately.
14. The County shall make payments to the Contractor for the work completed based on Contract items and quantities provided to the County by the City.
15. **The City shall provide the County with a copy of an "As Built" plan of the Project, within ninety (90) days after project quantities are verified and submitted for final payment. The "As Built" plan will accurately depict final quantities and any construction features which were revised during construction.**
16. The City shall be responsible to provide maintenance on the completed project for its useful life so the facility can be used for its intended purpose and remain accessible to the general public. This maintenance obligation shall include reasonable snow removal efforts.
17. The City agrees that it shall indemnify, save, and hold harmless the County and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the City's execution or performance of the work provided for herein. The City further agrees to defend at its own cost and expense any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein.

18. The County agrees that it shall indemnify, save, and hold harmless the City and all of its employees and agents from any and all claims, demands, actions or causes of action of whatever nature or character arising out of or by reason of the County's execution or performance of the work provided for herein. The County further agrees to defend at its own cost and expense, any action or proceeding commenced for the purpose of asserting any claim of whatever character arising from the County's execution or performance of the work provided for herein.

IT IS FURTHER AGREED, that any and all employees of the County of Carlton, while engaged in the performance of any work or service which the County is specifically required to perform under this Agreement, shall be considered employees of the County only and not of the City, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees, shall be the sole obligation of the County.

IT IS FURTHER AGREED, that any and all employees of the City, while engaged in the performance of any work or service which the City is specifically required to perform under this Agreement, shall be considered employees of the City only and not of the County, and that any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of the Town.

IN WITNESS WHEREOF, the parties have executed this Agreement this

\_\_\_\_\_ day of \_\_\_\_\_, 2020.

**CITY OF MOOSE LAKE**

By \_\_\_\_\_  
Mayor

By \_\_\_\_\_  
City Clerk

**COUNTY OF CARLTON**

By \_\_\_\_\_  
County Board Chair

By \_\_\_\_\_  
County Auditor

By \_\_\_\_\_  
County Engineer

APPROVED AS TO FORM:

By \_\_\_\_\_  
County Attorney

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

E-2  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 06-09-2020

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

From: JinYeene Neumann, County Engineer

Title of Item for Consideration: Letter of Support for Dual Language Sign on TH 210 at Sawyer

Presenter: JinYeene 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**

The FDL has requested that MnDOT install a Dual Language Sign on TH 210 at Sawyer. As the governing body of the unincorporated township of Sawyer they have requested that the Carlton County Board submit a letter of support for the Dual Language Sign.

**Supporting Attachments**

- Letter of Support for a Dual Language Sign on TH 210 at Sawyer

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

Adopted December 8, 2015  
Revised November 28, 2016

June 9, 2020

Jason Hollinday  
Planning Director  
Fond du Lac Band of Lake Superior Chippewa  
1720 Big Lake Road  
Cloquet, MN 55720

RE: Dual Language Signs on State Highways

Dear Mr. Hollinday:

Thank you for contacting us regarding Fond du Lac Band of Lake Superior Chippewa pursuit of a dual language sign on Trunk Highway (TH) 210 to replace the Sawyer town sign.

The Carlton County Board of Commissioners acting as the Town Board for the unorganized Township of Sawyer supports the replacement of the Sawyer town sign with a dual language sign. The proposed dual language sign will have a positive impact on the community.

Sincerely,

Marv Bodie  
Carlton County Board Chair

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

E-3  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 06-09-2020  
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer  
From: JinYeene Neumann, County Engineer

Title of Item for Consideration: Agency Agreement for Federal Airport Operating Expenses Reimbursement  
Presenter: JinYeene 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**

As part of the CARES Act grant the Cloquet and Moose Lake Airports are eligible for funds. In order to accept the funds we need to enter into an agency agreement with MnDOT allowing the Commissioner of Transportation to act as our agent in accepting the funds to be reimbursed to us for operating expenses.

**Supporting Attachments**

- Resolution appointing Commissioner of Transportation agent of Carlton County to accept federal funds.
- Agency Agreement for Federal Operating Expenses Reimbursement

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

Adopted December 8, 2015  
Revised November 28, 2016

### **RESOLUTION FOR AGENCY AGREEMENT**

BE IT RESOLVED, that pursuant to Minnesota State Statute Section 360.039, subdivision 2, the Commissioner of Transportation be appointed as the agent of the County of Carlton to accept as its agent, federal aid funds which may be made available for airport operating expenses.

BE IT FURTHER RESOLVED, the County Engineer and the County Auditor/Treasurer are hereby authorized and directed for on behalf of the Carlton County Board to execute and enter into an agreement with the Commissioner of Transportation prescribing the terms and conditions of said federal aid participation as set forth and contained in "State of Minnesota Agency Agreement for Federal Airport Operating Expenses Reimbursement No. 1044255", a copy of which said agreement was before the Carlton County Board and which is made a part hereof by reference.



**STATE OF MINNESOTA  
AGENCY AGREEMENT for  
FEDERAL AIRPORT OPERATING EXPENSES REIMBURSEMENT**

This contract is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and County of Carlton acting through both the Cloquet-Carlton County Airport and Moose Lake-Carlton County Airport acting through its County Board ("Recipient").

**RECITALS**

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1. Local Government has received a CARES Act grant from the Federal Aviation Administration ("FAA") to reimburse eligible airport operating expenses at Cloquet-Carlton County Airport and Moose Lake-Carlton County Airport.
2. Pursuant to Minnesota Statutes Section 360.039, subd. 2, the Local Government desires MnDOT to act as the Local Government's agent in accepting and disbursing the federal funds on the Local Government's behalf for operating expenses at the airport(s) Local Government owns, controls, or operates.

**AGREEMENT TERMS**

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1. **Term of Agreement**
  - 1.1. **Effective Date:** This agreement will be effective on the date the MnDOT obtains all required signatures under Minn. Stat. §16C.05, Subd. 2.
  - 1.2. **Expiration Date:** This agreement will expire on September 30, 2024.
2. **Local Government's Duties**
  - 2.1. The Local Government designates MnDOT to act as its agent in accepting and disbursing federal funds on its behalf made available for airport operating expenses.
  - 2.2. The Local Government will prepare reports, keep records, and perform work so as to meet federal requirements and to enable MnDOT to disburse the federal aid sought by the Local Government.
  - 2.3. The Local Government will comply with all applicable Federal, State, and local laws, ordinances, and regulations.
3. **MnDOT's Duties**
  - 3.1. MnDOT accepts designation as agent of the Local Government for the receipt and disbursement of federal funds and will act in accordance herewith.
  - 3.2. MnDOT will make the necessary requests to the FAA for authorization to use federal funds for airport operating expenses, and for reimbursement of eligible costs pursuant to the terms of this agreement.
  - 3.3. MnDOT may withhold federal funds, where MnDOT or the FAA determines that airport operations were not completed in compliance with federal requirements.
  - 3.4. MnDOT, the FAA, or duly authorized representatives of the state and federal government will have the right to audit, evaluate, and monitor the work performed under this agreement. The Local Government will make available all books, records, and documents pertaining to the work hereunder, for a minimum of six years following the closing of the contract.

**4. Payment**

- 4.1. **Eligibility.** Eligible operating expenses will be determined at the discretion of State's Authorized Representative, in cooperation with the Federal Aviation Administration's local Airports District Office. Eligible expenses will be determined in accordance with FAA's Policy and Procedures Concerning the Use of Airport Revenues, 64 Federal Register 7696 (64 FR 7696), as amended by 78 Federal Register 55330 (78 FR 55330), which is incorporated into this agreement by reference, and the CARES Act.
  - 4.2. **Reimbursement.** Local Government has been awarded \$60,000.00 in Federal CARES Act funding to reimburse federally-eligible operating expenses at airport(s) it owns. Local Government will be reimbursed for 100% of federally-eligible operating expenses not reimbursed by any other source. The Local Government will pay any part of the operating cost or expense that is not paid by federal funds. MnDOT will receive the federal funds to be paid by the FAA for operating expenses and will reimburse the Local Government from said federal funds for each payment request, subject to the availability and limits of those funds.
  - 4.3. **Priority of Reimbursement.** MnDOT and Local Government have separate contracts (#1033577, #1033578 – the "State M&O Contracts") that provide for state reimbursement of certain operating expenses at the airports Local Government owns. Costs that are eligible for federal reimbursement under this agreement and state reimbursement under the State M&O Contracts will be reimbursed with federal funds under this agreement, if available. If the federal funds available under this agreement have been exhausted, the costs will then be reimbursed with state funds, if available, under the State M&O Contracts.
  - 4.4. **Payment Requests.** The Local Government will prepare payment requests in accordance with the terms of the federal award and the State M&O Contracts.
    - 4.4.1. In the event MnDOT does not obtain funding from the Minnesota Legislature or other funding source, or funding cannot be continued at a sufficient level to allow for the processing of the federal aid reimbursement requests, the Local Government may continue the work with local funds only, until such time as MnDOT is able to process the federal aid reimbursement requests.
  - 4.5. **Federal Funds.** Payments under this Agreement will be made from federal funds. The Local Government is responsible for compliance with all federal requirements imposed on these funds and accepts full financial responsibility for any requirements imposed by the Local Government's failure to comply with federal requirements. If, for any reason, the federal government fails to pay part of the cost or expense incurred by the Local Government, or in the event the total amount of federal funds is not available, the Local Government will be responsible for any and all costs or expenses incurred under this Agreement. The Local Government further agrees to pay any and all lawful claims arising out of or incidental to the performance of the work covered by this Agreement in the event the federal government does not pay the same.
  - 4.6. **Closeout.** The Local Government must liquidate all obligations incurred under this Agreement and submit all financial, performance, and other reports as required by the terms of the Federal award. MnDOT will determine, at its sole discretion, whether a closeout audit is required prior to final payment approval. If a closeout audit is required, final payment will be held until the audit has been completed.
5. **Conditions of Payment.** All services provided by Local Government under this agreement must be performed to MnDOT's satisfaction and as determined at the sole discretion of MnDOT's Authorized Representative, in consultation with the FAA's local Airports District Office, and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The Local Government will not receive payment for work found by MnDOT or the FAA to be unsatisfactory or performed in violation of federal, state, or local law.

Title: Grants Specialist

Phone: 651-234-7240

Email: jenny.bahneman@state.mn.us

MnDOT's Authorized Representative has the responsibility to monitor Local Government's performance and the authority to accept the services provided under this agreement. If the services are satisfactory, MnDOT's Authorized Representative will certify acceptance on each invoice submitted for payment.

6.2. The Local Government's Authorized Representative is:

Name: JinYeene Neumann, or his/her successor.

Title: County Engineer

Phone: 218-384-9150

Email: jneumann@co.carlton.mn.us

If the Local Government's Authorized Representative changes at any time during this agreement, the Local Government will immediately notify MnDOT.

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

- 7.1. **Assignment.** The Local Government may neither assign nor transfer any rights or obligations under this agreement without the prior written consent of MnDOT and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.
- 7.2. **Amendments.** Any amendments to this 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 agreement, or their successors in office.
- 7.3. **Waiver.** If MnDOT fails to enforce any provision of this agreement, that failure does not waive the provision or MnDOT's right to subsequently enforce it.
- 7.4. **Agreement Complete.** This agreement contains all negotiations and agreements between MnDOT and the Local Government. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.
- 7.5. **Severability.** If any provision of this Agreement or the application thereof is found invalid or unenforceable to any extent, the remainder of the Agreement, including all material provisions and the application of such provisions, will not be affected and will be enforceable to the greatest extent permitted by the law.

8. **Liability and Claims**

- 8.1. **Tort Liability.** Each party is responsible for its own acts and omissions and the results thereof to the extent authorized by law and will not be responsible for the acts and omissions of any others and the results thereof. The Minnesota Tort Claims Act, Minnesota Statutes Section 3.736, governs MnDOT liability.
- 8.2. **Claims.** The Local Government acknowledges that MnDOT is acting only as the Local Government's agent for acceptance and disbursement of federal funds, and not as a principal or co-principal with respect to this agreement. The Local Government will pay any and all lawful claims arising out of or incidental to this agreement, acts or omissions in performing this agreement's work, and any *ultra vires* acts. The Local Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to this agreement, including reasonable attorney fees incurred by MnDOT.

Government will indemnify, defend (to the extent permitted by the Minnesota Attorney General), and hold MnDOT harmless from any claims or costs arising out of or incidental to this agreement, including reasonable attorney fees incurred by MnDOT.

**9. Audits**

9.1. Under Minn. Stat. § 16C.05, Subd.5, the Local Government's books, records, documents, and accounting procedures and practices of the Local Government, or other party relevant to this agreement or transaction, are subject to examination by MnDOT and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this 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. The Local Government will take timely and appropriate action on all deficiencies identified by an audit.

9.2. All requests for reimbursement are subject to audit, at MnDOT's discretion.

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

**11. Workers Compensation.** The Local Government certifies that it is in compliance with Minn. Stat. §176.181, Subd. 2, pertaining to workers' compensation insurance coverage. The Local Government's employees and agents will not be considered MnDOT 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 MnDOT's obligation or responsibility.

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

**13. Termination; Suspension**

**13.1. Termination by MnDOT.** MnDOT may terminate this agreement with or without cause, upon 30 days written notice to the Local Government. Upon termination, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.

**13.2. Termination for Cause.** MnDOT may immediately terminate this agreement if MnDOT finds that there has been a failure to comply with the provisions of this agreement, that reasonable progress has not been made, that fraudulent or wasteful activity has occurred, that the Local Government has been convicted of a criminal offense relating to a state agreement, or that the purposes for which the funds were granted have not been or will not be fulfilled. MnDOT may take action to protect its interests, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed.

**13.3. Termination for Insufficient Funding.** MnDOT may immediately terminate this agreement:

13.3.1. 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 Local Government. MnDOT is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. MnDOT will not be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. MnDOT will provide the Local Government notice of the lack of funding within a reasonable time of MnDOT's receiving that notice.

- 13.4. **Suspension.** MnDOT may immediately suspend this agreement in the event of a total or partial government shutdown due to the failure to have an approved budget by the legal deadline. Work performed by the Local Government during a period of suspension will be deemed unauthorized and undertaken at risk of non-payment.
14. **Data Disclosure.** Under Minn. Stat. § 270C.65, Subd. 3, and other applicable law, the Local Government consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to MnDOT, 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 Local Government to file state tax returns and pay delinquent state tax liabilities, if any.
15. **Fund Use Prohibited.** The Local Government will not utilize any funds received pursuant to this Agreement to compensate, either directly or indirectly, any contractor, corporation, partnership, or business, however organized, which is disqualified or debarred from entering into or receiving a federal or state contract. This restriction applies regardless of whether the disqualified or debarred party acts in the capacity of a general contractor, a subcontractor, or as an equipment or material supplier. This restriction does not prevent the Local Government from utilizing these funds to pay any party who might be disqualified or debarred after the Local Government's contract award on this agreement.
16. **Discrimination Prohibited by Minnesota Statutes §181.59.** The Local Government will comply with the provisions of Minnesota Statutes §181.59 which requires that every contract for or on behalf of the State of Minnesota, or any county, city, town, township, school, school district or any other district in the state, for materials, supplies or construction will contain provisions by which Contractor agrees: 1) That, in the hiring of common or skilled labor for the performance of any work under any contract, or any subcontract, no Contractor, material supplier or vendor, will, by reason of race, creed or color, discriminate against the person or persons who are citizens of the United States or resident aliens who are qualified and available to perform the work to which the employment relates; 2) That no Contractor, material supplier, or vendor, will, in any manner, discriminate against, or intimidate, or prevent the employment of any person or persons identified in clause 1 of this section, or on being hired, prevent or conspire to prevent, the person or persons from the performance of work under any contract on account of race, creed or color; 3) That a violation of this section is a misdemeanor; and 4) That this contract may be canceled or terminated by the state of Minnesota, or any county, city, town, township, school, school district or any other person authorized to contracts for employment, and all money due, or to become due under the contract, may be forfeited for a second or any subsequent violation of the terms or conditions of this Agreement.
17. **Limitation.** Under this contract, MnDOT is only responsible for disbursing funds. Nothing in this contract will be construed to make MnDOT a principal, co-principal, partner, or joint venturer with respect to this agreement. MnDOT may provide technical advice and assistance as requested by the Local Government, however, the Local Government will remain responsible for all aspects of administering this agreement.

[THE REMAINDER OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK.]

**LOCAL GOVERNMENT**

Local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**COMMISSIONER OF ADMINISTRATION**

By: \_\_\_\_\_

Date: \_\_\_\_\_

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

E4  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 08-09-2020

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

From: JinYeene Neumann, County Engineer

Title of Item for Consideration: Cooperative Agreement with St. Louis and Itasca County for HSIP Project

Presenter: JinYeene 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**

Carlton County along with St. Louis and Itasca County was awarded HSIP funding for 6-inch ground in wet reflective pavement markings. St. Louis County has agreed to take the lead on this project. In order for this project to be completed are requesting to enter into a cooperative agreement with St. Louis and Itasca County.

**Supporting Attachments**

Rescission

Cooperative Agreement

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

Adopted December 8, 2015

Revised November 28, 2016

**WHEREAS, Carlton County, in cooperation with St. Louis County and Itasca County, was awarded federal funding through the Highway Safety Improvement Program (HSIP) to apply 6-inch wet reflective edgelines on certain county highways identified in their respective County Road Safety Plans; and**

**WHEREAS, the project is identified as SP 088-070-067 and the respective county state project numbers are SP 090-070-008 (Carlton County), SP 031-070-008 (Itasca County), and SP 069-070-071, CP 0000-347713 (St. Louis County); and**

**WHEREAS, the County Road Safety Plan identifies these highways as at-risk for future serious crashes and recommends 6-inch wet reflective edgelines as the best safety strategy to prevent future crashes; and**

**WHEREAS, St. Louis County will act as the project administrator which will include preparing the plans, specifications, proposal and engineer's estimate, and performing all necessary contract administration from contract award to certifications and final payment; and**

**NOW, THEREFORE, BE IT RESOLVED that the Carlton County Board of Commissioners does hereby authorize the Carlton County Engineer and the County Auditor/Treasurer to enter into a cooperative agreement, and approve any amendments with St. Louis County and Itasca County to install 6-inch wet reflective edgelines on certain county highways identified in their respective County Road Safety Plans.**

Parent Project Number: SP 088-070-067  
Carlton County: SP 009-070-008  
Itasca County: SP 031-070-008  
St. Louis County: SP 069-070-041, CP 0000-347713  
6-inch Wet Reflective Edgeline Pavement Marking Project (Project Year 2021)

**COOPERATIVE AGREEMENT  
BETWEEN**

**COUNTY OF CARLTON  
AND  
COUNTY OF ITASCA  
AND  
COUNTY OF ST. LOUIS**

**THIS AGREEMENT**, hereinafter referred to as the "Agreement," is made and entered into between the COUNTY OF CARLTON, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "Carlton County", the COUNTY OF ITASCA, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "Itasca County, and the COUNTY OF ST. LOUIS, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "St. Louis County".

**WITNESSETH:**

**WHEREAS**, Carlton County, Itasca County and St. Louis County received federal funding through the Highway Safety Improvement Program to apply 6-inch wet reflective edgeline on certain county highways identified in their respective County Road Safety Plans; and

**WHEREAS**, St. Louis County is leading this project hereinafter referred to as the "Project"; and

**WHEREAS**, this Project hereinafter shall be identified as the "2021 Joint 6-inch Wet Reflective Edgeline Pavement Marking Project", with the associated projects numbers of Carlton County (SP 009-070-008), Itasca County (SP 031-070-008), St. Louis County (SP 069-070-041, CP 0000-347713), and the parent project number SP 088-070-067; and

**WHEREAS**, Carlton County, Itasca County and St. Louis County have agreed to participate in the Project costs as hereinafter set forth.

**THEREFORE**, with regard to the Project, the parties hereby agree to the following:

1. St. Louis County shall prepare the plan, specifications, and engineer's estimate for said Project in accordance with the 2018 Edition of the Minnesota Department of Transportation "Standard Specifications for Construction."
2. Carlton County and Itasca County shall each provide to St. Louis County their respective highway segments and quantities of pavement markings to be included in the Project. St. Louis County shall incorporate said information into the plan and proposal.

**Parent Project Number: SP 088-070-067**

**Carlton County: SP 009-070-008**

**Itasca County: SP 031-070-008**

**St. Louis County: SP 069-070-041, CP 0000-347713**

**6-inch Wet Reflective Edgeline Pavement Marking Project (Project Year 2021)**

3. St. Louis County, acting through the St. Louis County Highway Engineer, shall award the contract for said Project to the lowest responsible bidder in accordance with current Minnesota Statutes. Carlton County and Itasca County shall each approve of the apparent low bid.
4. St. Louis County shall perform all necessary contract administration, and shall administer the terms of the contract from contract award to the certification of final payment. Carlton County and Itasca County shall each pay to St. Louis County a flat fee in the amount of \$500.00 for contract administration services rendered by St. Louis County under this Agreement.
5. Carlton County and Itasca County shall each perform record keeping and construction inspection for quantities associated with their portion of the Project in accordance with the plan and proposal, and shall report any observed deficiencies or discrepancies to St. Louis County immediately.
6. St. Louis County shall perform all record keeping and construction inspection for quantities associated with St. Louis County's portion of the Project in accordance with the plan and proposal.
7. Each county's cost share of the mobilization and traffic control items shall be a proportion that is based upon each county's proportional total value of pavement marking items in the plan.
8. Carlton County's cost participation shall be 100 percent of Carlton County's quantities as provided in the plan and proposal at the contract unit prices. Carlton County shall also be responsible for 100 percent of the cost of overrun in Carlton County's quantities or change orders applied to Carlton County. Carlton County shall approve any change orders in writing.
9. Itasca County's cost participation shall be 100 percent of Itasca County's quantities as provided in the plan and proposal at the contract unit prices. Itasca County shall also be responsible for 100 percent of the cost of overrun in Itasca County's quantities or change orders applied to Itasca County. Itasca County shall approve any change orders in writing.
10. St. Louis County's cost participation shall be 100 percent of St. Louis County's quantities as provided in the plan and proposal at the contract unit prices. St. Louis County shall also be responsible for 100 percent of the cost of overrun in St. Louis County's quantities or change orders applied to St. Louis County.
11. Carlton County and Itasca County shall each pay to St. Louis County upon award of the contract 95 percent of their obligation as contained in the awarded contractor's bid, within 35 days of receipt of an invoice from St. Louis County.

**Parent Project Number: SP 088-070-067**  
**Carlton County: SP 009-070-008**  
**Itasca County: SP 031-070-008**  
**St. Louis County: SP 069-070-041, CP 0000-347713**

**6-inch Wet Reflective Edgeline Pavement Marking Project (Project Year 2021)**

12. Upon completion of the Project, Carlton County and Itasca County shall each pay to St. Louis County the remaining balance of their obligation of the Project, plus the contract administration fee, within 35 days of receipt of an invoice from St. Louis County. If any funds are received by St. Louis County in excess of the Project and administrative costs, they will be returned to the appropriate county without interest.
13. St. Louis County shall require all contractors and subcontractors performing work for said Project to name Carlton County and Itasca County as an insured party in the amounts listed in the insurance requirements contained in the contract.
14. To the full extent permitted by law, actions by the Parties pursuant to this Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, Subd. 1a.
15. Each party shall be liable for its own acts to the extent provided by law, and each party hereby agrees to indemnify, hold harmless and defend the other, and its officers and employees, against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees, which the other, or its officers and employees, may hereafter sustain, incur or be required to pay, arising out of or by reason of any act of omission of the party, its agents, servants or employees, in the execution, performance, or failure to adequately perform its obligations pursuant to this Agreement.
16. Any and all employees of Carlton County, while engaged in the performance of any work or service which Carlton County is specifically required to perform under this Agreement, shall be considered employees of Carlton County only and not of any other party to this agreement. Any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees shall be the sole obligation of Carlton County.
17. Any and all employees of Itasca County, while engaged in the performance of any work or service which Itasca County is specifically required to perform under this Agreement, shall be considered employees of Itasca County only and not of any other party to this agreement. Any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act of said employees shall be the sole obligation of Itasca County.

**Parent Project Number: SP 088-070-067**

**Carlton County: SP 009-070-008**

**Itasca County: SP 031-070-008**

**St. Louis County: SP 069-070-041, CP 0000-347713**

**6-inch Wet Reflective Edgeline Pavement Marking Project (Project Year 2021)**

18. Any and all employees of St. Louis County, while engaged in the performance of any work or service which St. Louis County is specifically required to perform under this Agreement, shall be considered employees of St. Louis County only and not of any other party to this agreement. Any and all claims that may or might arise under the Workers Compensation Act of the State of Minnesota on behalf of said employees while so engaged and any and all claims made by any third parties as a consequence of any act, of said employees, shall be the sole obligation of St. Louis County.

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

5-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 6/9/20

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

From: Kathy Kortuem

Title of Item for Consideration: Notification of Confession of Judgment for Delinquent Taxes for Julia Reynolds property

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**

Confession of Judgment (delinquent tax payment plan for 2016-2019 taxes) for parcel 06-070-0700 owned by Julia Reynolds

Contract holder is Fredericka DeCoteau

**Supporting Attachments**

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

Adopted December 8, 2015

Revised November 28, 2016

# Office Of The Carlton County Auditor/Treasurer

## AUDITOR

P.O. Box 130  
Carlton, Minnesota 55718-0130  
Telephone (218) 384-9127  
Facsimile (218) 384-9116

**Kathryn Kortuem**  
*Acting Auditor/Treasurer*

## TREASURER

P.O. Box 160  
Carlton, Minnesota 55718-0160  
Telephone (218) 384-9125  
Facsimile (218) 384-9116

May 29, 2020

Carlton County Board of Commissioners  
Courthouse  
Carlton MN 55718

Commissioners:

A Confession of Judgment for delinquent taxes has been taken out on May 29, 2020, on the following property:

<u>Parcel</u>	<u>Contract Holder</u>	<u>City/Township/ISD</u>
06-070-0700	Fredericka DeCoteau	City of Cloquet, ISD 94

This information is being given to you to fulfill our obligations under the law.

Sincerely,



Kathryn Kortuem  
Acting Auditor/Treasurer

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

H-1  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 6-9-2020

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

From: Kathryn Kortuem

Title of Item for Consideration: Authorize Auditor to implement an Absentee Ballot Board

Presenter: Kathryn 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**

The Absentee Ballot Board would manage the absentee ballot process for all county precincts

**Supporting Attachments**

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

Adopted December 8, 2015

Revised November 28, 2016

# Office Of The Carlton County Auditor/Treasurer

**AUDITOR**

P.O. Box 130

Carlton, Minnesota 55718-0130

Telephone (218) 384-9127

Facsimile (218) 384-9116

**Kathryn Kortuem**

*Acting Auditor/Treasurer*

**Kelly Lampel**

*Chief Deputy*

*Auditor Treasurer*

**TREASURER**

P.O. Box 160

Carlton, Minnesota 55718-0160

Telephone (218) 384-9125

Facsimile (218) 384-9116

### \*\*\* PROPOSED RESOLUTION NO. 20-xxx\*\*\*

WHEREAS, Carlton County is permitted by Minnesota Statute 203B.121, Subd. 1 to authorize a County Absentee Ballot Board effective June 26, 2020; and

WHEREAS, this authorization will bring uniformity in the processing and accepting or rejecting of absentee ballots returned to the Carlton County Elections Administrator and would ensure a sufficient number of election judges as provided in sections 204B.19 to 204B.22; and

WHEREAS, the County Absentee Ballot Board can begin ballot processes 46 days prior to an election and eliminate the need for election judges to perform this technical and time consuming task on Election Day; and

WHEREAS, this will speed the processing of accepted absentee ballots into the vote counts on Election Day giving election judges more available time for the voters at the polls.

NOW, THEREFORE, BE IT RESOLVED THAT, the Carlton County Board of Commissioners hereby authorizes Carlton County Elections Administrator to implement County Absentee Ballot Boards for the Primary and General Elections that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 to perform the task.

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

H-2  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 6-9-2020  
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer  
From: Kathryn Kortuem  
Title of Item for Consideration: Authorize Auditor to implement an UOCAVA Ballot Board  
Presenter: Kathryn 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**

The UOCAVA Ballot Board would manage the Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) balloting process for all county precincts

**Supporting Attachments**

- \_\_\_\_\_
- \_\_\_\_\_

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

# Office Of The Carlton County Auditor/Treasurer

## AUDITOR

P.O. Box 130

Carlton, Minnesota 55718-0130

Telephone (218) 384-9127

Facsimile (218) 384-9116

**Kathryn Kortuem**

*Acting Auditor/Treasurer*

**Kelly Lampel**

*Chief Deputy*

*Auditor/Treasurer*

## TREASURER

P.O. Box 160

Carlton, Minnesota 55718-0160

Telephone (218) 384-9125

Facsimile (218) 384-9116

### **\*\*\* PROPOSED RESOLUTION NO. 20-000\*\*\***

WHEREAS, Carlton County is permitted by Minnesota Statute 203B.23, Subd. 1, to authorize a County Uniformed and Overseas Citizens Absentee Voting Act (UOCAVA) Ballot Board effective June 26, 2020; and

WHEREAS, this authorization will bring uniformity in the processing and accepting or rejecting of UOCAVA ballots issued under sections 203B.16 to 203B.27 that are returned to the Carlton County Elections Administrator; and

WHEREAS, the County UOCAVA Ballot Board can begin ballot processes 45 days prior to an election this will eliminate the need for election judges to perform this technical and time consuming task on Election Day; and

WHEREAS, this will speed the processing of accepted UOCAVA ballots into the vote counts on Election Day giving election judges more time for voters at the polls.

NOW, THEREFORE, BE IT RESOLVED THAT, the Carlton County Board of Commissioners hereby authorizes the Carlton County Elections Administrator to implement County UOCAVA Ballot Boards for the Primary and General Elections that would consist of a sufficient number of election judges to perform election tasks for ballots issued under sections 203B.16 to 203B.27.

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

H-3  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 6-9-2020

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

From: Kathryn Kortuem

Title of Item for Consideration: Authorize Auditor to implement a Mail Ballot Board

Presenter: Kathryn 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**

The Mail Ballot Board would manage the balloting process for all county precincts which vote by mail.

**Supporting Attachments**

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

Adopted December 8, 2015

Revised November 28, 2016

# Office Of The Carlton County Auditor/Treasurer

**AUDITOR**

P.O. Box 130

Carlton, Minnesota 55718-0130

Telephone (218) 384-9127

Facsimile (218) 384-9116

**Kathryn Kortuem**

*Acting Auditor/Treasurer*

**Kelly Lampel**

*Chief Deputy*

*Auditor Treasurer*

**TREASURER**

P.O. Box 160

Carlton, Minnesota 55718-0160

Telephone (218) 384-9125

Facsimile (218) 384-9116

### **\*\*\* PROPOSED RESOLUTION NO. 20-000\*\*\***

WHEREAS, Carlton County is permitted by Minnesota Statute 203B.45 to authorize a County Mail Ballot Board effective June 26, 2020; and

WHEREAS, this authorization will bring uniformity in the processing and accepting or rejecting of mail ballots returned to the Carlton County Elections Administrator and would ensure a sufficient number of election judges as provided in sections 204B.19 to 204B.22; and

WHEREAS, the County Mail Ballot Board can begin ballot processes 46 days prior to an election and eliminate the need for election judges to perform this technical and time consuming task on election day; and

WHEREAS, this will speed the processing of accepted mail ballots into the vote counts on Election Day giving election judges more time for the voters at the polls.

NOW, THEREFORE, BE IT RESOLVED THAT, the Carlton County Board of Commissioners hereby authorizes Carlton County Elections Administrator to implement County Mail Ballot Boards for the Primary and General Elections that would consist of a sufficient number of election judges as provided in sections 204B.19 to 204B.22 to perform the task.

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

H-4  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: June 9, 2020  
Via: Paul Gassert, County Auditor/Treasurer  
From: Dennis Genereau, Jr.  
Title of Item for Consideration: Consider approving Mike Griehl Contract  
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 The Jail Steering Committee recommended contracting with Mr. Griehl for this work, although they have not reviewed the final contract.

**Summary:**

**Supporting Attachments**

- Proposed Contract and Letter from Mike Griehl.

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_  
Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

May 6, 2020



Michael Griebel, Principal  
2720 Cherokee Run  
New Haven, IN 46774  
(260) 445-5470  
[www.researchdesignsolutions.com](http://www.researchdesignsolutions.com)

To: Dennis Genereau, Jr., Carlton County Coordinator  
301 Walnut Avenue / PO Box 501  
Carlton, MN 55718  
Dennis [genereau@co.carlton.mn.us](mailto:genereau@co.carlton.mn.us)  
218-576-7654 – Cell / 218-384-9141 – Office

RE: Proposal to Provide Services for a Cost Study regarding Options for the Carlton County Jail

Dennis,

Thank you very much for the opportunity to present my proposal to provide professional consulting services to Carlton County regarding compiling a study regarding options for the Carlton County Jail Facility.

We understand that the purpose of the study is to review alternatives to the current jail facility and related programs / services (now under Sunset Authorization with a decertification date in 2023). There are two specific issues to be reviewed: a) The cost of providing programming directly to inmates in need of services housed at the Carlton County Law Enforcement Center in lieu of the housing / programming provided by Arrowhead Regional Corrections (ARC) at Northeast Regional Corrections Center (a 144-bed minimum / medium security class VI correctional facility licensed by the Minnesota Department of Corrections); and b) The cost of maintaining a 72-hour facility rather than replacing the jail. The County also would like documentation regarding the full actual costs associated with services provided by ARC to Carlton County, including pretrial and probation services.

The role of Research Design Solutions LLC (RDS) will be to A) Facilitate the group meetings, b) Collect and assemble program and cost-related information, and c) Assist in building a report for the Carlton County Board of Commissioners. Any required architectural and engineering (A/E) services will be provided by a licensed architect or engineer approved by the County under separate contract. Services by others if requested (Dr. Margaret Severson, Paul Wilson (past Director of Park Center), Rod Miller (staffing), others) will be under separate contract.

#### **PROPOSAL SUMMARY**

RDS proposes to work directly under and responsive to the Carlton County Jail Steering Committee, who will provide direction and leadership) and two or three subcommittees (County / Area Resources Subcommittee; Community Outreach and Communication Subcommittee; and the proposed Breaking the Cycle of Frequent Repeat Offenders Subcommittee). The final report will be issued under the banner of the Community Outreach and Communication Subcommittee. The Carlton County Jail Steering Committee also will give final direction regarding which options should be examined and compared in the cost analysis study.

The proposed work plan and approach will require an initial meeting with one or more individual members of the Steering Committee to review existing data and to confirm project direction, deliverables and schedules. Following preparation, RDS will meet with the Carlton County Jail Steering Committee to review in detail the schedule, confirm project management issues, review and finalize Project Goals and Objectives, and confirm the plan for data collection and communication with the State of MN, ARC / NERCC, representatives of the Carlton County Courts, and other Carlton County Agencies and Departments.

Following the initial meeting(s), RDS will work with the Committee and assist in collecting and assembling cost and descriptive information regarding jail populations to be served (current and projected, applicable standards, existing facilities, and programs). Using this information, RDS will assemble draft reports summarizing expected initial and

long-term costs of several options, short-term and long-range impacts to county citizens, issues affecting safety / security / risk, and information related to availability and costs of alternative services and programs.

After the initial meeting, at least two on-site meetings will be held to review available data and confirm best approaches for analysis (including use of 2017 and potentially 2019 demographic data), collect and review available information from NERCC / ARC, confirm MN standards and terms regarding the DOC Sunset Authorization letter, and review previous studies (WOLD; BVK GROUP) regarding existing facilities, including capacities and conditions. Professional A/E Team assistance for this task will be provided by an A/E provider selected by the County, including preparation of cost estimates, if required.

Working with the Committee in monthly meetings in late June, late July, late August, and if / as required in late September, 2020, RDS will assemble the collected information and prepare the report for review and approval of the Committee. After approval, the report and a final presentation will be prepared for presentation to the Board of Commissioners for a meeting in September, 2020.

#### **RESOURCES AND SUPPORT PROVIDED BY CARLTON COUNTY**

The study can be completed only with the support and input of representatives of ARC / NERCC, Carlton County leaders, and a number of local providers and other counties / Sheriff's Offices. In particular, it will be important to continue to work closely with the Sheriff, County Coordinator, Jail Administrator, other Committee members, and several key county staff, including one or more leaders in the County Auditor's office.

#### **PROPOSED FEE**

RDS proposes to provide these services for a lump-sum professional services fee of \$13,800, to be billed monthly, based on percent complete, and based on the approach described in the attached workplan, plus reimbursable expenses to include mileage to/from Carlton County for four to six trips, based on the work plan and approach. Mileage: Billed at the Internal Revenue Service (IRS) 2020 standard mileage rates (57.5 cents per mile for business miles driven). Tolls: Based on actual costs incurred. Hotel rates: Based on Hampton Inn Duluth AAA rate. Per diem expenses: Calculated based on the GSA federal per diem rates for Carlton MN of \$55 for meals and incidentals for all days not including the first or last day, and \$41.25 for first and last days of any trip. Additional services, if requested, can be negotiated separately.

#### **PROPOSED SCHEDULE (Actual Dates to be confirmed)**

RDS proposes to provide services based on the following preliminary schedule:

- Trip 1 – June 2 – June 3 – Coordination / Review of Existing Data
- Trip 2 – June 15-19 (or following week) for Interviews / working meetings with ARC / NERCC / others
- Trip 3 – End of June – Kick-Off Meeting (JAIL STEERING COMMITTEE); additional data collection / meetings
- Trip 4 – End of July – JAIL STEERING COMMITTEE – data / options review; other – follow-up meetings
- Trip 5 – End of August – JAIL STEERING COMMITTEE – options review; draft report review
- Trip 6 – Mid-September – JAIL STEERING COMMITTEE – BOARD PRESENTATION

RDS will make every effort to coordinate trips and meetings to coincide with availability of key staff from NERCC / ARC, the Courts, and others to enable in-person meetings, but in some cases, we may need to conduct teleconference interviews to confirm data, direction and cost information, given schedule and COVID 19 issues.

Dennis, I hope this meets your needs. As always, if you need anything, please don't hesitate to call.

Best regards,



Michael A Griebel, Principal, RDS LLC

**ATTACHMENT A to May 6, 2020 Letter Proposal to Dennis Genereau, Jr.  
RDS WORK PLAN / APPROACH for 2020 STUDY**

**Mission**

To review alternatives to the current jail facility and related programs / services (now under Sunset Authorization with a decertification date in 2023). There are two specific issues to be reviewed: a) The cost of providing programming directly to inmates in need of services housed at the Carlton County Law Enforcement Center in lieu of the housing / programming provided by Arrowhead Regional Corrections (ARC) at Northeast Regional Corrections Center (a 144-bed minimum / medium security class VI correctional facility licensed by the Minnesota Department of Corrections); and b) The cost of maintaining a 72-hour facility rather than replacing the jail. The County also would like documentation regarding the full actual costs associated with services provided by ARC to Carlton County, including pretrial and probation services.

**Role of RDS**

To: A) Facilitate the group meetings, b) Collect and assemble program and cost-related information, and c) Assist in building a report for the Carlton County Board of Commissioners. Any required architectural and engineering (A/E) services will be provided by a licensed architect or engineer approved by the County under separate contract. Services by others if requested (Dr. Margaret Severson, Paul Wilson (past Director of Park Center), Rod Miller (staffing), others) will be under separate contract.

**Six Options to be reviewed**

- Option 1 -- Hold elsewhere (Carlton County Jail facilities would close and all inmates would be transferred for secure detention out of the county at time of arrest).
- Option 2 -- Create a 72-hour Holding, Booking, Intake and Assessment Center (hold until time of possible release; include any required medical / mental health, other screening). Process for release if possible after initial appearance; transfer all others to be held elsewhere.
- Option 3 -- Build (reuse) a facility limited to holding inmates up to 90 days (Class II facility per MN regulations)
- Option 4 -- Construction of a full-service local detention facility for inmates to serve local jail sentences as prescribed by MN Law. Option 4 would need to include an appropriate plan for female detainees / inmates.
- Option 5 -- Use NERCC Facility to provide local detention beds (male; possibly more?) Option 5 would need to include an appropriate plan for female detainees / inmates.
- Option 6 -- Use NERCC Facility for other uses (programs for male; possibly more?). Option 6 would need to include an appropriate plan for female detainees / inmates.

**Possible Additional Service**

If requested by Carlton County, RDS could look at a) one additional year of detailed admissions data (2019) from the Jail Information Management System to confirm the range of statistics and b) develop additional information to assist in developing Options related to the Female Offender Program. These have not been discussed yet, but could be added to the scope of services at or prior to the Steering Committee Kick-Off meeting to be held in late June, 2020.

**Key Information Needed (Data to be collected / confirmed in June 2020)**

- Key information from and about ARC / NERCC; to be collected from ARC / NERCC Senior Management or Analyst(s). Key information to be collected:
  - Detailed information regarding cost(s) of NERCC services (general corrections center and probation field services). Previous studies show that the costs to Carlton County are above \$1M/year for the combined services provided by ARC for a) NERCC housing and programs for inmates sentenced to NERCC from Carlton County and b) probation field services;
  - Detailed breakdowns on costs of probation field services and for NERCC services shown separately;
  - Detailed breakdowns on programs, staffing levels (by contract for program leaders, instructors, etc.), showing information needed to help assess “break-even” or better levels for program participation (FOP and / or other programs that could / should be provided at / by the LEC);
  - Detailed operational information regarding intakes / assessments that would point to costs / benefits of providing the services provided at NERCC at the CC LEC, should programs be provided at / by the LEC;
- From County Auditor’s Office and CCSO: Existing costs for incarceration in Carlton County – detailed cost breakdowns for future projections – looking at staffing / operational costs and possible differences in services (service delivery options) for 72-hour holding or 90-day facility.
- From Other Counties, with assistance of County Coordinator or CCSO Leaders: Need to contact / confirm (at least initially) costs and availability of beds from other counties for taking CC detainees (current and projected).
- Estimated costs for transportation and vehicles / staffing for trips to / from Aitken County / Pine County / Chisago County / Crow Wing County, Kanabec County, and Lake County; possibly other locations. Should develop projected costs of transportation, vehicle upkeep and replacement, staffing, etc. for transportation unit.
- Initial physical plans and staffing levels / operational costs with anticipated “use” levels for the 72-hour, 90-day, or full jail services options – working with the Jail Steering Committee and either the AE or CM selected by County.

**Resources**

- Work with the existing Carlton County Jail Steering Committee – with monthly meetings beginning in June (followed by July, August, September (report and presentations)). Proposed subcommittees:
  - County / Area Resources Subcommittee – Review information and discuss options for program and resource providers in / near Carlton County for various populations / inmate groups (pretrial through sentenced offenders) – includes discussions of NERCC, FOP, Bethel, and others, if any.
    - What is – might be -- the availability / cost of beds; also, which inmates would be accepted for transfer?

- What other resources should be considered, including Fond-du-lac Community Cooperation / Programs / Housing
- Underlying issues and risks – Domestic Abuse (especially physical)
- What is the region to be considered – All of northeastern Minnesota?
- Breaking the Cycle of Frequent Repeat Offenders Subcommittee – includes discussion of options to reduce jail population – increase program options / alternatives.
- Community Outreach and Communication – Develop strategies to share information and conduct at least one public meeting regarding the issues / options. This committee would help with reviews and edits of final report. THE FINAL REPORT COULD BE ISSUED UNDER THIS SUBCOMMITTEE'S BANNER.
- Confirm requirements for bed count – now somewhat harder to do based on impact of PTR program and COVID (if included in calculations). Probably should use data through 2019 – but could look at 2020 (Q1 information) for lowest-end “needs”. Questions to be answered include:
  - What is / should be the projected Need – by gender, various classifications – estimate provided by MN DOC. Would require discussions with inspection unit (S. Johnson, T. Thompson, or others).
  - Do we need to consider juveniles? There are not many admissions; juveniles cannot be held at the LEC currently, but if the LEC population were lower, it might be an option. Holding could be dependent on 6-hour maximum hold limit, and transfer to AJC is needed. If no ARC, would Carlton County need a juvenile wing or would it need to contract with AJC for bed(s).
  - What is the region to be considered? Considering mileage? Time?
- Use existing data (supplemented by new jail data provided by Sheriff's Office) to develop / refine projections of need, understand and sort data to determine likely jail populations to be accommodated for 90-day and/or 72-hour facility, and to review possible / likely detainee populations that could / would be accommodated at NERCC facility (male) and (potentially) at a FOP facility. This step should follow meetings / work sessions with CCSO representatives (Paul and others) to confirm if / how the facility could be reused; what areas might be missing or need to be supplemented. Questions to be answered include:
  - What planning numbers should be used for court appearances? Historical data could show trends – and we can tie this to charges – so perhaps the severity of charges would affect likelihood of use of facilities – today, there is an average of more than 4 appearances per admission in Carlton County – can / should video reduce transportation needs?
  - Should we consider other possible uses / future uses for LEC if space permits (e.g., FOP program)?
  - What information would we want to include related to FOP and/or options for a FOP? Please refer to earlier comment regarding scope (page 1 of the workplan, above). At minimum, we can consider cost (per diem), type program, transportation costs (including transportation for FOP), capacity, release plan if any – including responsibilities for transportation home and other factors. If additional study is desired, we can verify what is wanted / needed, and provide additional analysis and/or research, possibly including additional consultants.

- Medical / M-BH, substance abuse programs and needs – Do we need to plug in Margaret for some assistance in developing strategies for services? This question can be answered by the Steering Committee at the Kick-Off meeting in late June. It may be worth contacting her prior to the meeting to get some insight as to what she thinks may be worthy of review.
- Staffing Requirements – The initial plan is to use Rod's report (already provided in the BKV Group report), but we will need to figure out staffing requirements for other options (72-hour; 90-day). The question of whether or not to engage Rod to review staffing for the 72-hour or 90-day facility options can be answered by the Steering Committee at the Kick-Off meeting in late June.
- Use information prepared by Wold Architects and BKV Group in previous studies for new construction and for evaluation / assessment of existing facility (under review / direction of Architect selected by the County). More detailed work by the CM Team to put real scope, review code / other requirements, review State deficiencies report to confirm what facility updates would be needed, and to put construction (and project) cost estimates to the project. Questions to be answered include:
  - Can the existing LEC even be renovated to comply with standards? What would be the costs of "fix ups" to move above the Sunset Authorization level? According to the letter from the Department of Corrections, after July 31, 2023, the county cannot house inmates in the building as it currently stands, according to a letter sent to the Carlton County Board of Commissioners on Jan. 28. "These deficiencies include significant problems with antiquated plumbing, lack of natural light, heating, security electronics, cooling and overall poor construction," DOC officials said in the letter.
  - How would you want to identify, then escalate costs of housing and construction? Suggest using CM to estimate rate of inflation. This can be finalized by the Steering Committee at the Kick-Off meeting in late June.
  - Can we use County resource(s) to ID the anticipated rate(s) of inflation? Perhaps for staffing, construction cost escalation is probably best handled by the Construction Manager selected by the County. This can be finalized by the Steering Committee at the Kick-Off meeting in late June.

**Regarding Process – QUESTIONS TO BE DISCUSSED / FINALIZED AT THE KICK-OFF MEETING IN JUNE:**

- Working meetings and public meetings?
- Regional participation in meetings / reviews / input?
- Participation regarding programs / capacities by providers (Bethel, others)?
- Participation regarding needs / desires of courts (local; regional)

### Criteria to be considered in discussion(s) of Advantages / Disadvantages

- Initial and Long-Term Cost, consider possible / likely long-term jail bed needs (to 20 years and beyond)
  - Construction / Development costs for each option (initial costs)
  - Costs associated with transportation to other facilities
  - Ongoing Operational Costs (all costs)
- Long-Term impact to people in the area
  - Access and availability to Families
  - Access and availability to Courts
  - Potential for transitional housing for inmates coming back to Carlton County – transitioning back into the community should consider housing, job training / placement, programs and services (support)
- Safety / Security / Risk
  - For CCSO Transport staff
  - For program / service providers
  - For county residents / public / visitors
  - For in-custody defendants
- Control over Future Needs
  - Availability of Beds
  - Availability of other program beds / areas – including secure or non-secure residential placements in Cloquet or Duluth for populations that in the past were in the Carlton County LEC
  - (Lack of) Control of beds / bed capacity (short-term and long-term), and options for meeting future needs if / as there are changes in capacity and availability
- Programs / Services
  - Availability and costs of alternative services and programs – including potential services for groups that could be / would be housed in Carlton County LEC. Also – review of how and whether the services / programs could / would be provided for inmates housed elsewhere
  - Treatment / program offerings for inmates with M-BH / addiction treatment challenges (especially considering initiatives / ideas to break the cycle of frequent repeat offenders)
  - Treatment / program offerings for inmates with medical challenges (especially considering initiatives / ideas to break the cycle of frequent repeat offenders)

### Schedule

- Initially, it seemed that there was a need for study findings to support the need to answer questions in time for the sales tax question. **QUESTION:** Is the proposed schedule in this document fast enough? Is there a need to accelerate one or two points to provide information to allow the Jail Steering Committee and County Board to answer critical questions regarding the project or approaches?
- Monthly meetings / updates to keep project moving

## INITIAL IDEAS

### JUNE

1. **KICK-OFF MEETING** with Jail Steering Committee and Subcommittees to:
  - o Review and confirm goals and objectives;
  - o Review, revise and finalize workplan and approach;
  - o Confirm options to be reviewed;
  - o Confirm advantages-disadvantages to be investigated.
2. **ON-SITE (ONE-TO-TWO WEEKS WORKING WITH DENNIS / PAUL)** to:
  - o Review / build new data;
  - o Confirm statements of need;
  - o **Work with ARC / NERCC** to:
    - Tour NERCC / ARC;
    - Review plans at NERCC / ARC. Consider options for housing male / female inmates; possible separation opportunities on campus;
    - Collect any available / initial information from Toni / others at NERCC / ARC;
    - Review program offerings, staffing, other information available regarding NERCC / ARC.
    - Get information regarding NERCC admissions and LOS (by male/female) for specific admissions from Carlton County (2006-2017). We have summary information on NERCC including some information for the Carlton County breakdowns – including admissions by male/female, and the LOS for the Carlton County admittees to NERCC. Also, it would be very important to see the actual “population” from Carlton County at NERCC on each day (2017 to current if possible), and we’ll need to look at their use(s) of programs, etc., numbers of trips to court, etc.
    - Determine current bed counts, capacity (by type and classification); program offerings, costs and critical “use” levels, including program staffing for calculation of use thresholds; availability of beds for CC use in the future
    - Define cost and opportunities for programs, including possible future programs such as a Female Offender Program (FOP) – include information on other programs (e.g., Yellow Line Project; other programs)
  - o **WORK WITH CM HIRED BY COUNTY** to:
    - Confirm ideas regarding different facility / accommodation options for new, 72-hour, 90-day facility options;
    - Initial meeting(s) with CM selected by the County regarding new, 72-hour, 90-day facility options.
    - Do work going forward to verify any upgrades and costs associated with upgrades for continued use of the existing facility for either 72-hour facility and/or 90-day (Class II facility) per MN regulations.
    - Work with CM to develop estimated costs of construction and size of facility to accommodate different groups / sizes of inmate populations for each option.
    - Define scope / feasibility of replacement of NERCC beds as part of CC new jail.
3. One week (off-site) to:
  - o Prepare summary (Phase One report).
  - o Coordination with CM selected by County regarding options.

JULY –

1. Meeting #2 with Jail Steering Committee to:
  - o Discuss options to be considered;
  - o Review first pass at numbers, calculations, options, information from others (programs, services, other counties, etc.).
  - o Revise / refine assignments, data to be collected, options, directions.
2. Several days on site to:
  - o Meet with County / Area Resources Subcommittee to review programs / services options (M/M-BH, substance abuse, other programs (new programs) for FOP, Bethel, etc.
  - o Meet with communication / community subcommittee to discuss options, report options, presentation needs, etc.
  - o Review options;
  - o Flesh out / refine “program” for each option, and review spaces with existing facility options (for reuse options, if any).
  - o Work with CM selected by County to review other options;
3. Two weeks off-site to:
  - o Build report;
  - o Refine information;
  - o Continue to work with CM selected by County to confirm other ideas / options.
  - o Prepare interim report and initial findings – initial ideas regarding recommendations – and communicate / adjust draft presentation and report prior to Meeting 3 with Committee.
  - o If requested / required -- meet with the “Breaking the Cycle of Frequent Repeat Offenders Subcommittee” to discuss options and concepts.

AUGUST –

1. Meeting #3 with Jail Steering Committee to:
  - o Discuss developed / refined ideas, analyses, recommendations, options;
  - o Review data, analysis, calculations – rates of inflation; levels of use of LEC (mid-point COVID-19), other issues
  - o Outline preliminary recommendations – costs – finalize what will be covered in the final report.
2. Several days on site to:
  - o Meet with County / Area Resources Subcommittee to confirm desired / targeted programs / services options (M/M-BH, substance abuse, other programs (new programs) for FOP, Bethel, etc. for recommended option
  - o Meet with communication / community subcommittee to discuss options, report options, presentation needs, etc. for final report / presentation
  - o Meet with the “Breaking the Cycle of Frequent Repeat Offenders Subcommittee” to discuss options and concepts – finalize “plan” to show how the recommended option “fits” the needs of the community(ies), public / residents and Carlton County.

- o Pick up last data; final coordination and review by ARC, NERCC, others.

SEPTEMBER (earlier if needed by the County / Steering Committee)

1. Meeting #4 with Jail Steering Committee
  - o Finalize options, costs, analysis – evaluation – communication / presentation to Board.

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

H-5  
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: accept United Way Grant for Jump Start  
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 \_\_\_\_\_

**Summary**

United Way Grant for Jump Start 4 Kindergarten for \$11,550 (July 1, 2020- June 30, 2021)

**Supporting Attachments**

- \_\_\_\_\_
- \_\_\_\_\_

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

May 12, 2020

Donna Lekander  
Carlton County Collaborative  
14 N. 11th Street  
Cloquet, MN 55720



**United Way of Carlton County**

Dear Donna,

Re: 2020-2021 Community Investment Award and Affiliation Agreement

The United Way of Carlton County fights for the health, education, and financial stability of every person in every community. We are proud to partner with Carlton County Collaborative to work toward providing pre-kindergarten screening for all children through the Jump Start 4 Kindergarten Program. Thank you for your dedication to the youth in Carlton County.

The United Way of Carlton County's Board of Directors is pleased to award the Carlton County Collaborative a total Community Investment amount of \$11,550 for the Jump Start 4 Kindergarten program.

Community Investment payments will begin July 1, 2020 and will be disbursed in four (4) equal payments. Please note checks are to be cashed on or after issue date, never before. The disbursement calendar will be as follows.

1<sup>st</sup> payment - Jul 1, 2020 = \$2,887.50      3<sup>rd</sup> payment - Jan 1, 2021 = \$2,887.50  
2<sup>nd</sup> payment - Oct 1, 2020 = \$2,887.50      4<sup>th</sup> payment - Apr 1, 2021 = \$2,887.50

If you have concerns about the Board of Directors decision on the Community Investment amount, you may contact our office.

Please review, sign, and return the following documents to our office no later than August 1, 2020.

- 1) 2020-2021 Affiliation Agreement (last page/signature page sign and return)
- 2) 2020-2021 Patriot Act Compliance Form (sign and return)

Sincerely,

Ali Bilden Camps  
Executive Director



United Way of Carlton County  
807 Cloquet Ave, Ste. 8  
PO Box 250  
Cloquet, MN 55720  
Phone: (218) 879-8404

## 2020-2021 Affiliation Agreement

This agreement is made between United Way of Carlton County and Carlton County Collaborative, and is effective from July 1, 2020 through June 30, 2021. This agreement is binding on the parties to it within the geographical boundaries of Carlton County.

Mission of United Way of Carlton County: To fight for the health, education, and financial stability of every person in every community,

- 1.0 **Purposes:** The principal purposes of this Agreement are to foster and strengthen one annual solicitation for funds, to be known as "The United Way of Carlton County Campaign," from individuals, firms, employee groups, and corporations within Carlton County, and to strengthen the relationship among United Way and participating agencies, for the benefit of all agencies which have signed this Agreement with United Way of Carlton County, and for the benefit of their clients and the county of Carlton.
- 2.0 **Certification of Qualification By Agency:** The agency hereby certifies it meets all qualifications for participation as an agency as set forth in the attached *Agency Affiliation Requirements*, and agrees to cooperate in all State and Federal campaign certifications.
- 3.0 **Mutual Agreements:** The agency and United Way of Carlton County mutually agree:
  - 3.1 **Objectives:** To cooperate with each other and with other organizations, both public and private, to plan, improve and promote an effective program of county services, and to prevent unnecessary duplication of their effort.
  - 3.2 **Cooperation:** To consult, plan and work together on matter of common interest to achieve the best interests of the county as a whole, and to keep each other informed of all matters of mutual concern.
  - 3.3 **Charitable Status:** To maintain federal tax-exempt status, including deductibility of contributions, and to comply with applicable federal and Minnesota charitable registration and reporting requirements.
  - 3.4 **Financial Responsibilities:** To maintain books and accounts in a fiscally responsible manner, and in compliance with applicable standards of accounting and financial reporting; to maintain fidelity or surety bonds, sufficient in amount and scope to protect the public interest and covering officers and employees charged with handling funds; and otherwise to maintain proper fiscal controls and safeguards.
  - 3.5 **Accountability:** To maintain responsible management through broadly representative governing boards which serve without pay, on a rotating basis in accordance with Minnesota requirements; to maintain adequate service records, making all such records which do not involve client confidentiality open for inspection by the other party at reasonable times; and to prepare and make available to the general public and to each other annual reports which include a description of activities, accomplishments, and the name of the members of the board of directors and chief administrative personnel.

- 3.6 **Right To Organize:** To recognize the right of employees to join organizations of their own choosing without interference or coercion if there is desire, and to recognize and respect established bargaining relationships and the negotiated terms and conditions provided for in collective bargaining relationships and the negotiated terms and conditions provided for in collective bargaining agreements or equivalent understandings.
- 3.7 **Discrimination:** To provide services and employment opportunities without discrimination against any person on the basis of race, color, creed, religion, sex, national origin, age, disability, marital status, sexual orientation, status with regard to public assistance, membership or activity in a local commission, or any other applicable legally protected status (Agency may, however, organize and direct its services to persons of a particular race, color, creed, religion, sex, marital status, sexual orientation, status with regard to public assistance, disability, age, or national origin if a bona fide purpose for doing so can be shown.)
- 3.8 **No Partnership:** Nothing contained in this Agreement shall make either party an agent or partner of the other or make one party liable for the actions of the other.
- 3.9 **Termination:** Thirty (30) days following the transmittal of a written notice by the Agency to the United Way of Carlton County Board of Directors, unless previously canceled by such Agency in writing, the Agency may withdraw as a United Way of Carlton County participating agency and thereupon all rights it may have to receive funds shall terminate. The agency shall thereafter no longer be a participating agency, and any future participation by the Agency must be preceded by its recertification by United Way of Carlton County.

**4.0 United Way of Carlton County Agrees:**

- 4.1 **Status:** To accept the Agency as a participating agency as defined in this Agreement.
- 4.2 **Payments:** To pay the Agency its share of funds, collected during the campaign, quarterly during the terms of this Agreement, providing the Agency has fulfilled its obligation under this agreement.
- 4.3 **Campaign Goal:** To develop its recommendations for the annual Campaign goal with due regard for the requirements of all participating agencies, fundraising realities, and other pertinent considerations.
- 4.4 **Assistance:** To help support an Agency, as United Way of Carlton County is able, in raising funds needed by the Agency for the term of this agreement; and to provide leadership, coordination, and other assistance to participating agencies.
- 4.5 **Campaign:** To conduct a vigorous fundraising campaign in such a manner as to identify and to promote the Agency's work.
- 4.6 **Community Investment:** To provide a fair, reasonable and comprehensive volunteer review for the Agency, giving the agency the full opportunity to describe and explain its services, program plan and anticipated financial requirements. To determine the annual allocation of funds based on demonstrated need, and total campaign amount.
- 4.7 **Agency Self Determination:** To recognize the Agency shall, within the limitations accepted in this Agreement, determine its own policies and programs in light of changing

county needs, and shall establish and administer its own budget; and to recognize the obligations imposed upon the Agency by any state or national body under which it operates.

- 4.8 **Consultation:** To make no decision directly affecting the Agency without prior discussion and consultation with the Agency, and to maintain all channels of communication with the United Way board, committees and staff open to the Agency for consideration or problems of common concern.
- 4.9 **Inclusiveness:** To involve and include representatives who reflect the entire county in each step of United Way's decision making, including but not limited to United Way contributors and volunteers, and consumers of services, seeking consultation in policy development.
- 4.10 **Information Exchange:** To keep all regular board meetings open to the Agency, making available a copy of the minutes of all such Board meetings and to make reasonable requests for reports, attendance at special meetings, and other such information and participation.
- 4.11 **Confidentiality:** To respect the confidential nature of financial data submitted to it by participating Agencies, except when such data is made public by the Agency.

#### 5.0 Agency Agrees:

- 5.1 **Assistance:** To support and assist in the United Way annual fundraising campaign and other United Way of Carlton County events in all reasonable ways.
- 5.2 **Campaign:** Attend United Way of Carlton County's annual campaign kick-off event, if applicable.
- 5.3 **Communication:** To engage in a public relations program in which the objectives, services and accomplishments of the Agency, and United Way's support of its services or programs are reasonably publicized; to cooperate with and reasonably assist the United way in its public information programs; and to make known to the public it is a United Way of Carlton County agency.
- 5.4 **Partnerships:** To attend semi-annual meetings to increase collaboration among agencies and to identify gaps in service and programs in Carlton County. Each agency is responsible for submitting documentation of their presence at or before a partnership meeting.
- 5.5 **Fundraising:** United Way of Carlton County and its member agencies share a vital community responsibility for addressing human needs through a private, voluntary, human care system. The belief that federated fundraising is an effective, efficient means to channel community resources into that system is the basis for a partnership dedicated to uniting people in voluntary action. To that end agencies, United Way of Carlton County, and the public must consider the total needs of the community in the establishment, maintenance and improvement of effective and needed human services and programs. Failure to comply, or to disregard the spirit of the policy, will jeopardize the Agency-United Way of Carlton County relationship.

While no policy can address every circumstance, it is the intent that each agency lives by the spirit of this policy, understanding by reducing the number of appeals to the public for financial support, United Way of Carlton County will be able to develop the largest pool of funds for all human service needs.

- a. A fundraiser shall be defined as: Solicitation of individuals and/or the business community for money, as well as solicitation through the sale of products, services or the sponsorship of fundraising events. For the purpose of this policy, fundraising does not include bequests or grants.
  - b. Agencies should exercise statesmanship and self-discipline in using methods of self-support during fund-raising events.
  - c. It is left to the discretion of the agency to seek "In-kind" contributions as needed within the spirit of this policy.
  - d. Agencies desiring to engage in a relationship, that has been initiated by a Carlton County business for the purpose of receiving charitable proceeds from an event, and requires the agency to exert no effort, shall notify United Way of Carlton County.
  - e. Agencies are asked to coordinate plans for fundraisers on a yearly calendar. Plans for the agency's fundraisers must be presented at their allocation interview.
  - f. The maximum percentage for overhead and fundraising expense is 30%. United Way of Carlton County would like agencies to maintain a 20% or less overhead percentage.
- 5.5 **Fiscal Audit:** To furnish United Way of Carlton County with an audited financial statement prepared *in accordance with generally accepted accounting principles* if revenues exceed \$750,000 for its most recent fiscal year, per the Minnesota Office of the Attorney General's Guidelines for Charitable Organizations as outlined in Minn. Stat. § 309.53, subd. 3. If your agency's revenues do not exceed \$750,000, then you must submit the most recent IRS Form 990.
- 5.6 **Community Investment:** To furnish the budget, program and other forms for authorization and reasonably requested by United Way; to advise United Way of any significant changes in the Agency's relationship with its national organization; and to meet on a regular basis with the Fund Distribution Committee or volunteers for the purpose of reviewing the services rendered by the Agency and explaining its financial needs.
- 5.7 **Publicity:** To permit the use of its name in United Way of Carlton County, Inc. promotional and informational material in any year which the Agency receives funds from United Way of Carlton County.
- 5.8 **Fund Transfer:** Not to transfer funds from an approved program financed by United Way of Carlton County to a program not approved by United Way of Carlton County for funding.
- 5.9 **Serving Applicants:** To serve any applicant for service who either lives or works in Carlton County, and who is otherwise eligible under the Agency's policy and guidelines.

5.10 **Campaign:** To encourage members of its governing board and other constituents to volunteer their services, and to give financial support in the annual campaign; to support the campaign effort, in other ways, to the fullest reasonable extent consistent with maintaining continuity of Agency's own work.

5.11 **Explanation of Year-End Fund Balances:** Recognizing year-end fund balances are one indicator of sound fiscal management, to provide a thorough explanation of all fund balances held at the end of the fiscal year when submitting the audit including:

- a. The source of the unused funds;
- b. The reason for their not being used;
- c. What Board approved plans exist for their use, and;
- d. Whether or not the funds are restricted and, if they are, by whom and for what purpose.

In the absence of contrary provisions in the Agency's Articles of Incorporation or Bylaws, all funds, and assets received by the Agency, whether by bequest, devise, lifetime gifts, or by memberships sold, shall be applied against operating expenses unless legally restricted to non-operational purposes by the donor or purchaser and shall be reported to United Way of Carlton County by the agency in its annual audit. All funds and assets received by the Agency for endowment or other restricted non-operational purpose by the donor or purchaser shall also be reported.

United Way of Carlton County is not responsible for any deficit incurred in the Agency's operating budget.

6.0 **Entire Agreement Term:** This document and attachments are the entire agreement of the two parties. It may be modified at any time by action of both Boards of Directors of the parties to it, and shall be effective only if duly executed below.

The agency is hereby accepted as a participating agency in United Way of Carlton County, Inc. for the Agreement Year.

Executed for United Way of Carlton County, Inc:

By Ali Bilden Camps Executive Director  
Printed Name Title



Signature

May 14, 2020

Date

On behalf of the participating Agency's Board of Directors, I have reviewed and accepted the provisions of this Agreement.

It is understood that violations of the terms of this Agreement by the Agency may result in the Agency's suspension or termination by United Way of Carlton County.

Executed for Partner Agency: \_\_\_\_\_

Name of Agency

By \_\_\_\_\_

Printed Name

Title

\_\_\_\_\_  
Signature Date

**United Way of Carlton County**

807 Cloquet Ave, Suite 8  
PO Box 250  
Cloquet, MN 55720  
Tel (218) 879-8404  
www.unitedwaycarltoncounty.org



**Tax Exempt Status & Patriot Act Compliance Form**

For United Way of Carlton County to be in compliance with IRS regulations and the US Patriot Act we are required to obtain annual assurance that every agency we fund is eligible to receive tax deductible contributions and is in compliance with the Anti-Terrorism Compliance Measures of the USA Patriot Act and other counterterrorism laws.

Please complete the form below and mail it to our office at  
807 Cloquet Ave, Ste. 8, PO Box 250, Cloquet, MN 55720  
or scan form to ali@unitedwaycarltoncounty.org

**Please Note: Allocation Funding and Designation Payouts will NOT be made to any agency that does not return a completed form. Incomplete forms will be rejected.**

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**Anti-Terrorism Compliance Measures**

Agency Legal name: \_\_\_\_\_  
\*\*\*Please do not use abbreviations\*\*\*

Program/Chapter Name: \_\_\_\_\_

EIN#: \_\_\_\_\_

**Please check which ever box below that is appropriate to your agency.**

- "I certify that our agency is tax exempt under section 501(c)(3) of the Internal Revenue Code (IRC) and that any contributions to our agency are tax deductible under section 170(c) of the IRC."
- "I certify that our agency is tax exempt under section \_\_\_\_\_ of the Internal Revenue Code."

"I hereby certify on behalf of the agency listed above, that the agency's tax exempt status has not been revoked by the IRS and that all United Way funds and donations will be used in compliance with all applicable anti-terrorist financing and asset control laws, statutes and executive orders."

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

H-6  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: June 9, 2020  
Via: Paul Gassert, County Auditor/Treasurer  
From: Dennis Genereau, Jr.  
Title of Item for Consideration: Consider approving updates to Carlton County Change Order Policy and Requirements  
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 The Committee of the Whole recommended approving this policy along with the requirements on June 2<sup>nd</sup>.

**Summary:**

**Supporting Attachments**

- Change Order Policy and Requirements noted updates  
 Proposed Change Order Policy and Requirements after updates

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_

Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated

# Carlton County Construction and Renovation Project Change Order Approval Policy and Procedures

## Purpose

Carlton County recognizes that during any construction or renovation project unanticipated conditions or extenuating circumstances may develop that may change the scope of work that may increase the contract price or adjust the amount of time required to complete the work. The purpose of this policy is to prescribe procedures for approving changes to design requirements or the scope of construction which cause an adjustment to the Contract Amount or Contract Time of a project while under construction.

## Policy

Facilities and projects under construction or renovation shall require a Change Order to change design requirements or scope of construction which require an adjustment of the Contract Amount or Contract Time.

(This paragraph may not be needed) ~~A proposed Change Orders request will be considered~~ may (must? Will?) be requested:

1. For changes in ~~work required~~ project requirements initiated by Carlton County.
2. When essential design/work has been inadvertently omitted.
3. To correct errors in plans and specifications.
4. To correct design/work when concealed conditions in existing facilities are exposed and found to differ from construction documents or available information.
5. When unavoidable events or weather cause delays and the need for additional time for completion of work.

## Approval of Change Orders

1. When the individual change order is under \$50,000 and less than 25% of total project cost
  - o Department Head or designee will submit the change order request with supporting documentation to County Auditor/Treasurer.
    - County Auditor/Treasurer may approve the change order request in writing with copy sent to Building Committee and County Board.
    - If approval is not given, the Department Head may submit an Item for Consideration (IFC) with the change order request and supporting documentation to the County Board.
2. When the individual change order is over \$50,000 or greater than 25% of total project cost:

- If the request is not urgent
  - Department Head or designee will submit an IFC with the change order request and supporting documentation to the County Board.
- If the request is urgent or immediately required to timely complete the project
  - Department Head or designee will submit the change order request with supporting documentation to County Auditor/Treasurer, County Board Chairperson and Vice-Chairperson.
    - County Auditor/Treasurer, Board Chairperson and Vice-Chairperson may approve the request in writing with copy sent to the Building Committee and County Board.
    - If approval is not given, the Department Head may submit an IFC with the change order request and supporting documentation to the full County Board.
- 3. When the change order request is outside the approved project scope:
  - A County Board resolution authorizing the change order is required.
    - Department Head or designee will submit the change order request with supporting documentation to the appropriate committee if time permits.
      - If time does not permit, committee approval may be bypassed.
    - Department Head submits an IFC with the change order request and supporting documentation to the County Board.

Additionally:

1. County Board may (shall?) require revision of Contractor's Bond
2. The construction budget and contingency budget shall be adjusted following approval of change orders.
3. Change Orders shall be administered in accordance with procedures outlined in the bidding and contract documents.
4. The Architect or Contractor is responsible for the preparation of Change Orders.
5. Change Orders must be in written form and shall be prepared on an approved form.
6. All approved Change Orders will be submitted to the Board at scheduled meetings with the current status and balance of all project construction budgets and contingency budgets.

# Carlton County Construction and Renovation Project Change Order Approval Policy and Procedures

## Purpose

Carlton County recognizes that during any construction or renovation project unanticipated conditions or extenuating circumstances may develop that may change the scope of work that may increase the contract price or adjust the amount of time required to complete the work. The purpose of this policy is to prescribe procedures for approving changes to design requirements or the scope of construction which cause an adjustment to the Contract Amount or Contract Time of a project while under construction.

## Policy

Facilities and projects under construction or renovation shall require a Change Order to change design requirements or scope of construction which require an adjustment of the Contract Amount or Contract Time.

Change Orders shall be requested:

1. For changes in project requirements initiated by Carlton County.
2. When essential design/work has been inadvertently omitted.
3. To correct errors in plans and specifications.
4. To correct design/work when concealed conditions in existing facilities are exposed and found to differ from construction documents or available information.
5. When unavoidable events or weather cause delays and the need for additional time for completion of work.

## Approval of Change Orders

1. When the individual change order is under \$50,000 and less than 25% of total project cost
  - o Department Head or designee will submit the change order request with supporting documentation to County Auditor/Treasurer.
    - County Auditor/Treasurer may approve the change order request in writing with copy sent to Building Committee and County Board.
    - If approval is not given, the Department Head may submit an Item for Consideration (IFC) with the change order request and supporting documentation to the County Board.
2. When the individual change order is over \$50,000 or greater than 25% of total project cost:
  - o If the request is not urgent

- Department Head or designee will submit an IFC with the change order request and supporting documentation to the County Board.
- If the request is urgent or immediately required to timely complete the project
  - Department Head or designee will submit the change order request with supporting documentation to County Auditor/Treasurer, County Board Chairperson and Vice-Chairperson.
    - County Auditor/Treasurer, Board Chairperson and Vice-Chairperson may approve the request in writing with copy sent to the Building Committee and County Board.
    - If approval is not given, the Department Head may submit an IFC with the change order request and supporting documentation to the full County Board.
- 3. When the change order request is outside the approved project scope:
  - A County Board resolution authorizing the change order is required.
    - Department Head or designee will submit the change order request with supporting documentation to the appropriate committee if time permits.
      - If time does not permit, committee approval may be bypassed.
    - Department Head submits an IFC with the change order request and supporting documentation to the County Board.

Additionally:

1. County Board shall require revision of Contractor's Bond
2. The construction budget and contingency budget shall be adjusted following approval of change orders.
3. Change Orders shall be administered in accordance with procedures outlined in the bidding and contract documents.
4. The Architect or Contractor is responsible for the preparation of Change Orders.
5. Change Orders must be in written form and shall be prepared on an approved form.
6. All approved Change Orders will be submitted to the Board at scheduled meetings with the current status and balance of all project construction budgets and contingency budgets.

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

H-7  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 6-9-2020  
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer  
From: Peter Gould  
Title of Item for Consideration: Budget Adjustment  
Presenter: Peter Gould

**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 Reviewed by Finance Committee and COW

**Summary**

I would like to move \$14,000 to 01-070-000-0000-6102 from 01-070-000-0000-6293  
to cover part-time temporary helpdesk position until Jan 1, 2021

**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-8  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: June 9, 2020  
Via: Paul Gassert, County Auditor/Treasurer  
From: Dennis Genereau, Jr.  
Title of Item for Consideration: Consider directing the Building Committee to identify options for the County's 264 acres near the Transportation Building site.  
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:** Carlton County has owned for the past decade approximately 264 acres of land to the east of the current Transportation building site and south of Highway 210. Efforts have been underway to bring water to the site from the City of Carlton, and there is currently a bill in both the Minnesota House and Senate that provides financial support in doing so. Consideration and planning as to how the 264 acres might be managed so as to best benefit both the local county government as well as county taxpayers is important. The Building Committee is equipped to lead this effort.

**Supporting Attachments**

- \_\_\_\_\_  
 \_\_\_\_\_

Motion By \_\_\_\_\_ Seconded By \_\_\_\_\_

TO: \_\_\_\_\_  
Action on Motion: \_\_\_\_\_ AYE \_\_\_\_\_ NO \_\_\_\_\_ ABSTAIN

Motion: Carried  Defeated