

Carlton County
Board of Commissioners
*****ADJOURNED SESSION*****
Monday, June 22, 2020
4:00 p.m.
Carlton County Transportation Building

Watch the meeting live at:
www.co.carlton.mn.us/board

A. Administrative

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. Charles Young – County Road Name Change
 - b.
 - c.

B. Human Services

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

B. Human Services (continued)

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

C. Zoning and Environmental Services

1. Nemadji One Watershed, One Plan Draft Plan Summary (15 minute presentation)

D. Land and Building

1. Public Hearing Soo Line Trail and Soo Pits

E. Transportation

1. Set Public Hearing for Carlton County Transportation ADA Transition Plan
2. Approve final payment to Northland Constructor
3. Reorganization Plan for the Transportation Department

F. Public Safety

G. Tax Matters

H. Administrative - Other

1. Consider B. Speldrich request to serve on the Governor's Council of Minnesota's Costal Program
2. Joint Powers Agreement and Subscriber Agreement with BCS

3. Consider approving contract with Tony Macuso as a general consultant regarding space use and the hiring of a construction manager and Architect/Engineer for the jail
4. Consider status of a countywide diversity committee and review of the county's mission statement to include a diversity component
5. Consider request to certify acceptance of CARES Act funds
6. Consider authorizing the sale of the Passpoint machine
7. Consider appointment of Leah Pykkonen to CCHSAC

I. Unorganized Township Matters

J. Commissioners Comments and Meetings Attended

K. Correspondence

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

C-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: June 22, 2020
Via: Kathy Kortuem, County Auditor/Treasurer
From: Karola Dalen, Resource & Recycling Coordinator, Nemadji One Watershed, One Plan Steering Committee member.

Title of Item for Consideration: Nemadji One Watershed, One Plan Draft Plan Summary (15 minute Presentation)
Presenter: Melanie Bomier, Water Resources Technician, Carlton Soil & Water Conservation District (SWCD)

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

Summary

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

This presentation will give a high-level overview of the Nemadji One Watershed, One Plan. The plan is up for internal review comments through the end of June. In July, we will be coming to the Carlton County Board to request approval for moving forward with the formal 60-day comment period for the plan. The entire draft plan is available on our website: <https://drive.google.com/drive/folders/11rdN4InUORsuvMOlbUHeXK38hRjM1nq>

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

D-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting

June 22, 2020

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

4:30 pm

From: Greg Bemu, Land Dept

Title of Item for Consideration: Public Hearing Soo Line Trail and Soo Pits

Presenter: Same

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

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

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

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

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Adopted December 8, 2015

Revised November 28, 2016

Summary:

Hold public hearing at 4:30 regarding Soo Line Trail update and Soo Pits Ordinance

Notice is hereby given that a Public Hearing regarding the creation of a new Carlton County Ordinance - Soo Pits Rules and Safety Regulation will be held on June 22, 2020, at 4:30 PM in the Carlton County Transportation Building.

The Ordinance will address ATV/OHM use within the Soo Pits area laying within the following descriptions:

Township 46 North, Range 19 West

Section 15:

NE1/4 SE1/4 EX INTER 35 R/W DOCKET 202585NW1/4 SE1/4 DOCKET 202585
SW1/4 SE1/4 DOCKET 202585
SE1/4 SE1/4 EX INTER 35 R/W DOCKET 202585
PT OF NE1/4 SW1/4 DOCKET 281274
NW1/4 OF SW1/4 E OF MOOSE RIVER EX N 150 FT DOCKET 281274
SW1/4 SW1/4 DOCKET 281274
SE1/4 SW1/4 DOCKET 281274

Section 16:

SE1/4 SE1/4 EX BEG AT NE COR TH SW TO PT ON W LINE WHICH IS 720 FT S OF NW COR TH N ON W LINE TO HY 61 TH NE ALG HY 61 TO N LINE TH E TO BEG EX RY & SUBJ TO HWY 61 EASE DOCKET 281274

Section 21:

PT OF SE1/4 NE1/4 LYING BETWEEN HIDDEN ACRES PLAT AND THE MAINLN OF THE SOO LINE RR

Section 22:

NW1/4 NW1/4 BK 1 PG 29
PT OF SW1/4 NW1/4 AND NW1/4 OF SW1/4 N & E OF RR R OF W EXCPT MINERAL INTEREST & A STRIP OF LAND 100 FT IN WIDTH BEING FORMER SOO LN RR RUN ACROSS SW1/4 OF NW1/4 AND THE NW1/4 OF SW1/4
THAT PART OF NE1/4 OF SW1/4 LYING NORTHERLY OF SOUTH R/W LINE OF FORMER SOO LINE RR EXCEPT MINERAL INTEREST DOCKET 281274

A complete draft of the proposed Ordinance can be obtained via electronic means from the Carlton County Land Department upon request

Written comment can be directed to:

Gregory J Bernu
Carlton County Land Commissioner
1630 County Road 61
Carlton, MN 55718
218.384.9179
Greg.bernu@co.carlton.mn.us

Notice is hereby given that a Public Hearing regarding All Terrain Vehicle (ATV) – Off Highway Motorcycle (OHM) use on Carlton County Ordinance #14 – Soo Line Trail Rules and Safety Regulation will be held on June 22, 2020, at 4:30 PM in the Carlton County Transportation Building.

Changes to the Ordinance modify:

Section VII Unauthorized uses:

- Definition of ATV/OHM
- Use of ATV/OHM during MN Big Game Firearms Season
- Use of ATV/OHM during Snowmobile Trail Grooming Season

Section X:

- Use of firearms within Right of Way

Written comment can be directed to:

Gregory J Bernu
Carlton County Land Commissioner
1630 County Road 61
Carlton, MN 55718
218.384.9179
Greg.bernu@co.carlton.mn.us

SOO ~~LINE-TRAIL-PITS~~ RULES AND SAFETY REGULATIONS
ORDINANCE #~~XX~~14
CARLTON COUNTY, MINNESOTA

AN ORDINANCE PROVIDING FOR THE USE OF THE ~~ABANDONED~~ SOO LINE RAILROAD ~~RIGHTS-OF-WAY-PITS~~ WITHIN THE BOUNDARIES OF CARLTON COUNTY, MINNESOTA.

WHEREAS, Carlton County has purchased from the Soo Line Railway Company abandoned railway ~~rights-of-way~~ ~~within its gravel pits and manages Tax-Forfeited lands within~~ boundaries over and across premises described in Appendix A ~~and Appendix B~~ attached hereto; and

WHEREAS, ~~where pertinent~~, at least 100 feet of width of said rights of way, being 50 feet on each side of the centerline of the former rail lines, is deemed to be necessary for the continued operation by the County of a recreational and commercial right of way facility; and

WHEREAS, it deemed advisable that all traffic of every kind of nature on said rights of way owned and operated by the County of Carlton as aforesaid should be regulated and managed to ensure the safety of the users of the said rights of way and of the general public and to protect and benefit the people, economy and natural resources of the County, allowing the most possible uses thereof.

NOW, THEREFORE, the County Board of Commissioners of Carlton County, Minnesota, does ordain as follows:

SECTION I. SHORT TITLE

This Ordinance shall be known as the Soo ~~Line-Trail-Pits~~ Rules and Safety Regulations, Ordinance #~~14-XX~~ and will be referred herein as "this Ordinance."

SECTION II. AUTHORITY

It is the intent and purpose of this Ordinance to establish certain rules and regulations for the operation, management and safety of the said abandoned Soo Line Railway ~~Rights-of~~ ~~Way~~ Gravel Pits within this County in accordance with all existing Minnesota Statutes, Rules and regulations.

SECTION III. JURISDICTION

The files and regulations herein governing the management and safety of the Soo line Railway Right of Way Trails shall apply to all of the 100 foot rights of way within Carlton County, Minnesota, except those sections of former right-of-way now designated as public roadways by action of the Carlton County Engineer and the Carlton County Board of Commissioners. (Amended 7-13-93)

SECTION IV. DEFINITION OF WORDS AND PHRASES

- A. VEHICLE: All-terrain vehicles as described by Minnesota Statutes, snowmobiles as described by Minnesota statutes, off-highway motorcycles as described by Minnesota statutes, bicycles and horse drawn vehicles.

- B. EMERGENCY EQUIPMENT: Crash, fire, rescue or police motor vehicles or

such other equipment as the county land commissioner may designate as necessary to safeguard and maintain the said rights of way.

- C. SERVICE, MAINTENANCE AND CONSTRUCTION EQUIPMENT:
Approved equipment normally operated for the construction, repair and maintenance of said rights of way.

SECTION V. AUTHORIZED USES WITHOUT PERMIT

special permits The said right of way and gravel pit trails may be used in the following manners without from the County:

- A. Recreational trail for pedestrians and for vehicles as defined herein between the hours of 9 AM and 8 PM local time, unless otherwise restricted by this Ordinance.
- B. Access to County lands for management purposes.
- C. Access road for fire protection and prevention.
- D. Access road for law enforcement and emergency purposes.

SECTION VI. AUTHORIZED USES, SPECIAL PERMITS REQUIRED

permit The said rights of way and gravel pit may be used in the following manners upon special only, which application and issuance is hereinafter provided for in this Ordinance:

- A. Access road for the harvesting, use and management of natural resources, such as timber, gravel, peat, minerals and other natural resources.
- B. Installation and maintenance of utilities, such as electric transmission lines, telephone communication lines, gas, oil and other transmission lines.
- C. Special events as are hereinafter described.
- D. For such other uses as may be subsequently approved by the County Board upon proper application.
- E. Access road for maintenance work on public drainage systems.
- F. Emergency alternate temporary public roadway.

- G. Roadway or farm crossings, when property on both sides of the right of way is owned or leased by the same owner, corporate or individual.

SECTION VII. UNAUTHORIZED USES

Under no circumstances should the rights of way governed by this Ordinance be used in the following manners:

- A. As a permanent public transportation route for normal highway traffic.
- B. As a permanent driveway or access to non-county administered lands.
- C. As a log landing or storage area.
- D. As a gravel, peat or mineral storage or processing area.
- E. As a dumping area for garbage, refuse, debris, equipment, slash, spoils, or other refuse of any kind, at any time.
- F. (Repealed).

- G. By automobiles, trucks, dune buggies or other motorized vehicles not defined in Section IV (A) with engine displacement of 800 cubic centimeters or more and total dry weight of 1500 pounds or more.

Formatted: Widow/Orphan control

- H. No person shall drink or consume an alcoholic beverage, distilled spirit or 3.2% malt liquor while operating any motor vehicle described in this Section when the vehicle is being used within the rights of way governed by this Ordinance. It shall also be unlawful for a person to have in possession, while operating any motor vehicle described in this Section, any bottle or receptacle containing an alcoholic beverage, distilled spirit or 3.2% malt liquor that has been opened, or the seal broken, or the contents of which have been partially removed.

I During the Minnesota Big Game Firearms season outside permitted hours

J During the active Snowmobile Trail Grooming Season

K Motorized travel off designated trails or outside Open Riding area (See Attachment B)

SECTION VIII. SPECIAL PERMITS

Special permits provided for in Section VI above for uses described in said Section VI, Subsections A, C, F and G for periods not to exceed five (5) years shall be issued at the discretion of the Carlton County Land Commissioner. Any Request for a special permit which is denied by the County Land commissioner may be appealed to the County Board

for its consideration. (Amended 4-14-92)

Other special permits shall be issued at the discretion of the County Board upon the recommendation of the County Land Commissioner. The Land commissioner may at his discretion require a deposit, fee or use fee prior to issuance of a special use permit provided herein:

Said deposit or use fee may be utilized to assist in the defrayment of cost of repair of any damage to the right of way caused by the use thereof by the special permittee, it be specifically provided that damages in excess of the amount of the damage deposit fee may be recovered by the County against the damaging user in appropriate civil litigation, injunctively or otherwise.

The said special use permit may also set forth special restrictions or conditions as to the time constraints for the utilization thereof or regular seasonal restrictions. Said permit may also set forth special restrictions as to the area upon the right of way which may be utilized by the special permittee so that multiple use for the trail may be continuously accomplished. Said permit may also set forth restrictions as to the size, type and weight of equipment to be driven or hauled upon the right of way. Said permit may also require temporary uses of signs by the permittee warning of the special use of the right of way for the protection of the regular recreational users. In the event that any of the conditions imposed by the special permit, or if any of the regulations imposed by this Ordinance are not followed and complied with by a user, the special permit to use the same may be immediately canceled and revoked upon written notice from the Land Commissioner to the permittee, and further use of the right of way after receipt of said notice by the permittee shall be considered to be in violation of this Ordinance. Upon reasonable request of the Land Commissioner or any of his agents or any law enforcement officer or his agents, a special permittee shall be required to display the special permit. Failure to do so upon such reasonable request shall be considered to be a violation of this Ordinance. (Amended 3-7-89).

SECTION IX. TRAIL PLOWING

At least three inches of snow must be left upon the surface of the right of way of the trails after plowing between December 1 and April 1 of each winter.

SECTION X. FIREARMS

No hunting or discharge of any firearm is permitted upon or across or over the rights of way.

SECTION XI. TRAIL SIGNS

The County Land Commissioner shall be responsible for the placement of signs upon the trails and their rights of way. In addition to directional and instructional signing there may exist on the Trails advertisement signs for businesses along the rights of way, provided that written permission is first obtained from the County Land Commissioner for the placement of the said sign and further provided that said signs are designed, constructed, placed and maintained in a uniform manner as provided by the Land Commissioner and further provided

that said signs do not in any way adversely affect primary uses of the rights of way.

SECTION XII. FENCES

Owners of land adjacent to the rights of way may construct and maintain fences along the rights of way lines provided that said fences do not encroach upon the rights of way and provided that said fencing shall be at the sole expense of the adjacent land owner.

SECTION XIII. SAFETY

All traffic regulations applicable to highways and streets and trails within the State of Minnesota shall be applicable to the utilization to the rights of way; however, the County reserves the right to provide for more limited and stringent safety and traffic regulations upon the rights of way as it may deem in the public interest and safety. Unless otherwise posted, the maximum speed limit on the rights of way shall be 50 miles per hour.

SECTION XIV. SPECIAL EVENTS

Upon application and written permission granted by the County Land Commissioner the rights of way may be used for special events pursuant to special conditions and time constraints provided in the permit for events such as, including but not limited to, snowmobile races, dog sled races, bicycle races, etc.

SECTION XV. ENFORCEMENT

It shall be the duty of the Carlton County Land Commissioner to monitor the uses of the rights of way to ensure compliance with this ordinance. The Carlton County Sheriff's Department shall enforce all State laws and regulations and the terms of this ordinance upon said rights of way.

SECTION XVI. VIOLATION AND PENALTY

Any person who shall violate any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$700 and/or by imprisonment of not to exceed 90 days. These penalty provisions are in addition to any other remedy or action available in the law or as a matter of right to Carlton County.

SECTION XVII. VALIDITY

Should any section or provision of this ordinance be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION XVIII. EFFECTIVE DATE

This Ordinance shall take effect and be enforced upon passage and publication.

APPENDIX A

A strip of land of varying width, being the former right of way and station ground property of the Soo Line Railroad Company's so-called Moose Lake to Seley branch line in Carlton County, Minnesota, beginning at the East line of the SE1/4 SE1/4 of Section 19, Township 46 North, Range 19 West, and extending in a northwesterly direction along said branch line to the west line of the NW1/4 SW1/4 of Section 30, Township 47 North, Range 21 West; said strip being of varying widths on each side of the centerline of said branch line as the same was constructed and located over and across the following: The Soo Pits are defined as those County Fee and Tax Forfeit lands identified lying within:

Township 46 North, Range 19 West

E1/2 SE1/4, NW1/4 SE1/4, W1/2 NE1/4, NE1/4 NW1/4, Section 19
S1/2 SW1/4, NW1/4 SW1/4, Section 18

Section 15:

NE1/4 SE1/4 EX INTER 35 R/W DOCKET 202585

NW1/4 SE1/4 DOCKET 202585

SW1/4 SE1/4 DOCKET 202585

SE1/4 SE1/4 EX INTER 35 R/W DOCKET 202585

PT OF NE1/4 SW1/4 DOCKET 281274

NW1/4 OF SW1/4 E OF MOOSE RIVER EX N 150 FT DOCKET 281274

SW1/4 SW1/4 DOCKET 281274

SE1/4 SW1/4 DOCKET 281274

Section 16:

SE1/4 SE1/4 EX BEG AT NE COR TH SW TO PT ON W LINE WHICH IS 720 FT S OF NW COR TH N ON W LINE TO HY 61 TH NE ALG HY 61 TO N LINE TH E TO BEG EX RY & SUBJ TO HWY 61 EASE DOCKET 281274

Section 21:

PT OF SE1/4 NE1/4 LYING BETWEEN HIDDEN ACRES PLAT AND THE MAINLIN OF THE SOO LINE RR

Section 22:

NW1/4 NW1/4 BK 1 PG 29

PT OF SW1/4 NW1/4 AND NW1/4 OF SW1/4 N & E OF RR R OF W EXCPT MINERAL INTEREST & A STRIP OF LAND 100 FT IN WIDTH BEING FORMER SOO LN RR RUN ACROSS SW1/4 OF NW1/4 AND THE NW1/4 OF SW1/4

THAT PART OF NE1/4 OF SW1/4 LYING NORTHERLY OF SOUTH R/W LINE OF FORMER SOO LINE RR EXCEPT MINERAL INTEREST DOCKET 281274

Township 46 North, Range 20 West

~~N1/2 SE1/4, NE1/4 SW1/4, S1/2 NW1/4, Section 13
E1/2 NE1/4, NW1/4 NE1/4, N1/2 NW1/4, Section 14
S1/2 SW1/4, Section 11
S1/2 SE1/4, NW1/4 SE1/4, N1/2 SW1/4, SW1/4 NW1/4, Section 10
S1/2 NE1/4, NW1/4 NE1/4, E1/2 NW1/4, NW1/4 NW1/4, Section 9
NE1/4 NE1/4, Section 8
S1/2 SE1/4, E1/2 SW1/4, NW1/4 SW1/4, Section 5
N1/2 SE1/4, SW1/4 NE1/4, S1/2 NW1/4, Section 6~~

Township 46 North, Range 21 West

~~E1/2 NE1/4, NW1/4 NE1/4, N1/2 NW1/4, Section 1
NE1/4 NE1/4, Section 2~~

Township 47 North, Range 21 West

~~S1/2 SE1/4, S1/2 SW1/4, NW1/4 SW1/4, Section 35
E1/2 SE1/4, NW1/4 SE1/4, N1/2 SW1/4, SW1/4 NW1/4, Section 34
S1/2 NE1/4, NW1/4, Section 33
N1/2 NE1/4, NE1/4 NW1/4, Section 32
S1/2 SW1/4, Section 29
S1/2 SE1/4, NW1/4 SE1/4, E1/2 SW1/4, NW1/4 SW1/4, Section 30; together with all hereditaments and appurtenances thereto.~~

APPENDIX B

A strip of land of varying width, being the former right of way, station ground and gravel pit property of the Soo Line Railroad Company's so-called superior to Brooten branch line in Carlton County, Minnesota, beginning at the south line of the SE1/4 SE1/4 of Section 35 and the south line of the SW1/4 SW1/4 of Section 36, both in Township 46N, Range 20W, and extending in a northeasterly direction along said branch line to the east line of the SE1/4 SW1/4 of Section 7, Township 47N, Range 15W; said strip being of varying widths on each side of the centerline of said branch line as the same was constructed and located over and across the following:

Township 46 North, Range 20 West

~~S1/2 SW1/4, NE1/4 SW1/4, NW1/4 SE1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 36
SE1/4 SE1/4, Section 35~~

Township 46 North, Range 19 West

NW1/4 NW1/4, Section 31
S1/2 SW1/4, NE1/4 SW1/4, SE1/4 NW1/4, SW1/4 NE1/4, N1/2 NE1/4, Section 30
SE1/4 SE1/4, Section 19
S1/2 SW1/4, NE1/4 SW1/4, SW1/4 SE1/4, NW1/4 SE1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 20
N1/2 NW1/4, NW1/4 NE1/4, S1/2 NE1/4, Section 21
N1/2 SW1/4, S1/2 SW1/4, Section 15 (gravel pit)
SE1/4 SE1/4, Section 16 (gravel pit)
NW1/4 NW1/4, SW1/4 NW1/4, N1/2 SW1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 22
S1/2 NW1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 23
N1/2 NW1/4, N1/2 NE1/4, Section 24
SE1/4 SE1/4, Section 13

Township 46 North, Range 18 West

S1/2 SW1/4, S1/2 SE1/4, N1/2 SE1/4, Section 18
N1/2 SW1/4, NW1/4 SE1/4, S1/2 NE1/4, Section 17
S1/2 NW1/4, NE1/4 NW1/4, N1/2 NE1/4, Section 16
N1/2 NW1/4, Section 15
S1/2 SW1/4, S1/2 SE1/4, NE1/4 SE1/4, Section 10
SW1/4 SW1/4, N1/2 SW1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 11
S1/2 NW1/4, SW1/4 NE1/4, N1/2 NE1/4, Section 12

Township 46 North, Range 17 West

N1/2 NW1/4, Section 7
SE1/4 SW1/4, SW1/4 SE1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 6
S1/2 NW1/4, NE1/4 NW1/4, NW1/4 NE1/4, Section 5

Township 47 North, Range 17 West

S1/2 SE1/4, NE1/4 SE1/4, Section 33
N1/2 SW1/4, SE1/4 NW1/4, SW1/4 NE1/4, N1/2 NE1/4, Section 33

**APPENDIX B
(CONTINUED)**

SE1/4 SE1/4, Section 28
S1/2 SW1/4, NE1/4 SW1/4, NW1/4 SE1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 27
N1/2 NW1/4, Section 26
S1/2 SW1/4, SW1/4 SE1/4, N1/2 SE1/4, Section 23
N1/2 SW1/4, SE1/4 NW1/4, S1/2 NE1/4, Section 24

Township 47 North, Range 16 West

~~S1/2 NW1/4, NE1/4 NW1/4, SW1/4 NE1/4, N1/2 NE1/4, SE1/4 NE1/4, Section 19
NW1/4 NW1/4, S1/2 NW1/4, SW1/4 NE1/4, N1/2 SE1/4, Section 20
NW1/4 SW1/4, S1/2 SW1/4, S1/2 SE1/4, Section 21
S1/2 SW1/4, NE1/4 SW1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 22
S1/2 NW1/4, N1/2 SW1/4, NW1/4 SE1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 23
NW1/4 NW1/4, Section 24
S1/2 SW1/4, SW1/4 SE1/4, NE1/4 SW1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 13~~

Township 47 North, Range 15 West

~~SW1/4 NW1/4, N1/2 NW1/4, Section 18
SE1/4 SW1/4, Section 7; together with all hereditaments and appurtenances thereto.~~

SOO ~~LINE TRAIL PITS~~ RULES AND SAFETY REGULATIONS
ORDINANCE #~~XX~~14
CARLTON COUNTY, MINNESOTA

AN ORDINANCE PROVIDING FOR THE USE OF THE ~~ABANDONED~~ SOO LINE RAILROAD ~~RIGHTS OF WAY PITS~~ WITHIN THE BOUNDARIES OF CARLTON COUNTY, MINNESOTA.

WHEREAS, Carlton County has purchased from the Soo Line Railway Company abandoned railway ~~rights of way within its gravel pits and manages Tax-Forfeited lands within~~ boundaries over and across premises described in Appendix A ~~and Appendix B~~ attached hereto; and

WHEREAS, ~~where pertinent~~, at least 100 feet of width of said rights of way, being 50 feet on each side of the centerline of the former rail lines, is deemed to be necessary for the continued operation by the County of a recreational and commercial right of way facility; and

WHEREAS, it deemed advisable that all traffic of every kind of nature on said rights of way owned and operated by the County of Carlton as aforesaid should be regulated and managed to ensure the safety of the users of the said rights of way and of the general public and to protect and benefit the people, economy and natural resources of the County, allowing the most possible uses thereof.

NOW, THEREFORE, the County Board of Commissioners of Carlton County, Minnesota, does ordain as follows:

SECTION I. SHORT TITLE

This Ordinance shall be known as the Soo ~~Line-Trail-Pits~~ Rules and Safety Regulations, Ordinance #~~14-XX~~ and will be referred herein as "this Ordinance."

SECTION II. AUTHORITY

It is the intent and purpose of this Ordinance to establish certain rules and regulations for the operation, management and safety of the said abandoned Soo Line Railway ~~Rights-of~~ ~~Way~~ Gravel Pits within this County in accordance with all existing Minnesota Statutes, Rules and regulations.

SECTION III. JURISDICTION

The files and regulations herein governing the management and safety of the Soo line Railway Right of Way Trails shall apply to all of the 100 foot rights of way within Carlton County, Minnesota, except those sections of former right-of-way now designated as public roadways by action of the Carlton County Engineer and the Carlton County Board of Commissioners. (Amended 7-13-93)

SECTION IV. DEFINITION OF WORDS AND PHRASES

- A. VEHICLE: All-terrain vehicles as described by Minnesota Statutes, snowmobiles as described by Minnesota statutes, off-highway motorcycles as described by Minnesota statutes, bicycles and horse drawn vehicles.

- B. EMERGENCY EQUIPMENT: Crash, fire, rescue or police motor vehicles or

such other equipment as the county land commissioner may designate as necessary to safeguard and maintain the said rights of way.

- C. SERVICE, MAINTENANCE AND CONSTRUCTION EQUIPMENT:
Approved equipment normally operated for the construction, repair and maintenance of said rights of way.

SECTION V. AUTHORIZED USES WITHOUT PERMIT

special permits | The said right of way and gravel pit trails may be used in the following manners without from the County:

- A. Recreational trail for pedestrians and for vehicles as defined herein between the hours of 9 AM and 8 PM local time, unless otherwise restricted by this Ordinance.
- B. Access to County lands for management purposes.
- C. Access road for fire protection and prevention.
- D. Access road for law enforcement and emergency purposes.

SECTION VI. AUTHORIZED USES, SPECIAL PERMITS REQUIRED

permit | The said rights of way and gravel pit may be used in the following manners upon special only, which application and issuance is hereinafter provided for in this Ordinance:

- A. Access road for the harvesting, use and management of natural resources, such as timber, gravel, peat, minerals and other natural resources.
- B. Installation and maintenance of utilities, such as electric transmission lines, telephone communication lines, gas, oil and other transmission lines.
- C. Special events as are hereinafter described.
- D. For such other uses as may be subsequently approved by the County Board upon proper application.
- E. Access road for maintenance work on public drainage systems.
- F. Emergency alternate temporary public roadway.

- G. Roadway or farm crossings, when property on both sides of the right of way is owned or leased by the same owner, corporate or individual.

SECTION VII. UNAUTHORIZED USES

Under no circumstances should the rights of way governed by this Ordinance be used in the following manners:

- A. As a permanent public transportation route for normal highway traffic.
- B. As a permanent driveway or access to non-county administered lands.
- C. As a log landing or storage area.
- D. As a gravel, peat or mineral storage or processing area.
- E. As a dumping area for garbage, refuse, debris, equipment, slash, spoils, or other refuse of any kind, at any time.
- F. (Repealed).

- G. By automobiles, trucks, dune buggies or other motorized vehicles not defined in Section IV (A) with engine displacement of 300 cubic centimeters or more and total dry weight of 1500 pounds or more.

Formatted: Widow/Orphan control

- H. No person shall drink or consume an alcoholic beverage, distilled spirit or 3.2% malt liquor while operating any motor vehicle described in this Section when the vehicle is being used within the rights of way governed by this Ordinance. It shall also be unlawful for a person to have in possession, while operating any motor vehicle described in this Section, any bottle or receptacle containing an alcoholic beverage, distilled spirit or 3.2% malt liquor that has been opened, or the seal broken, or the contents of which have been partially removed.

I. During the Minnesota Big Game Firearms season outside permitted hours

J. During the active Snowmobile Trail Grooming Season

K. Motorized travel off designated trails or outside Open Riding area (See Attachment B)

SECTION VIII. SPECIAL PERMITS

Special permits provided for in Section VI above for uses described in said Section VI, Subsections A, C, F and G for periods not to exceed five (5) years shall be issued at the discretion of the Carlton County Land Commissioner. Any Request for a special permit which is denied by the County Land commissioner may be appealed to the County Board

for its consideration. (Amended 4-14-92)

Other special permits shall be issued at the discretion of the County Board upon the recommendation of the County Land Commissioner. The Land commissioner may at his discretion require a deposit, fee or use fee prior to issuance of a special use permit provided herein:

Said deposit or use fee may be utilized to assist in the defrayment of cost of repair of any damage to the right of way caused by the use thereof by the special permittee, it be specifically provided that damages in excess of the amount of the damage deposit fee may be recovered by the County against the damaging user in appropriate civil litigation, injunctively or otherwise.

The said special use permit may also set forth special restrictions or conditions as to the time constraints for the utilization thereof or regular seasonal restrictions. Said permit may also set forth special restrictions as to the area upon the right of way which may be utilized by the special permittee so that multiple use for the trail may be continuously accomplished. Said permit may also set forth restrictions as to the size, type and weight of equipment to be driven or hauled upon the right of way. Said permit may also require temporary uses of signs by the permittee warning of the special use of the right of way for the protection of the regular recreational users. In the event that any of the conditions imposed by the special permit, or if any of the regulations imposed by this Ordinance are not followed and complied with by a user, the special permit to use the same may be immediately canceled and revoked upon written notice from the Land Commissioner to the permittee, and further use of the right of way after receipt of said notice by the permittee shall be considered to be in violation of this Ordinance. Upon reasonable request of the Land Commissioner or any of his agents or any law enforcement officer or his agents, a special permittee shall be required to display the special permit. Failure to do so upon such reasonable request shall be considered to be a violation of this Ordinance. (Amended 3-7-89).

SECTION IX. TRAIL PLOWING

At least three inches of snow must be left upon the surface of the right of way of the trails after plowing between December 1 and April 1 of each winter.

SECTION X. FIREARMS

No hunting or discharge of any firearm is permitted upon or across or over the rights of way.

SECTION XI. TRAIL SIGNS

The County Land Commissioner shall be responsible for the placement of signs upon the trails and their rights of way. In addition to directional and instructional signing there may exist on the Trails advertisement signs for businesses along the rights of way, provided that written permission is first obtained from the County Land Commissioner for the placement of the said sign and further provided that said signs are designed, constructed, placed and maintained in a uniform manner as provided by the Land Commissioner and further provided

that said signs do not in any way adversely affect primary uses of the rights of way.

SECTION XII. FENCES

Owners of land adjacent to the rights of way may construct and maintain fences along the rights of way lines provided that said fences do not encroach upon the rights of way and provided that said fencing shall be at the sole expense of the adjacent land owner.

SECTION XIII. SAFETY

All traffic regulations applicable to highways and streets and trails within the State of Minnesota shall be applicable to the utilization to the rights of way; however, the County reserves the right to provide for more limited and stringent safety and traffic regulations upon the rights of way as it may deem in the public interest and safety. Unless otherwise posted, the maximum speed limit on the rights of way shall be 50 miles per hour.

SECTION XIV. SPECIAL EVENTS

Upon application and written permission granted by the County Land Commissioner the rights of way may be used for special events pursuant to special conditions and time constraints provided in the permit for events such as, including but not limited to, snowmobile races, dog sled races, bicycle races, etc.

SECTION XV. ENFORCEMENT

It shall be the duty of the Carlton County Land Commissioner to monitor the uses of the rights of way to ensure compliance with this ordinance. The Carlton County Sheriff's Department shall enforce all State laws and regulations and the terms of this ordinance upon said rights of way.

SECTION XVI. VIOLATION AND PENALTY

Any person who shall violate any provision of this ordinance shall be guilty of a misdemeanor and, upon conviction thereof, shall be punished by a fine not to exceed \$700 and/or by imprisonment of not to exceed 90 days. These penalty provisions are in addition to any other remedy or action available in the law or as a matter of right to Carlton County.

SECTION XVII. VALIDITY

Should any section or provision of this ordinance be declared by the Courts to be unconstitutional or invalid, such decision shall not affect the validity of this ordinance as a whole, or any part thereof, other than the part so declared to be unconstitutional or invalid.

SECTION XVIII. EFFECTIVE DATE

This Ordinance shall take effect and be enforced upon passage and publication.

APPENDIX A

A strip of land of varying width, being the former right of way and station ground property of the Soo Line Railroad Company's so-called Moose Lake to Sibley branch line in Carlton County, Minnesota, beginning at the East line of the SE1/4 SE1/4 of Section 19, Township 46 North, Range 19 West, and extending in a northwesterly direction along said branch line to the west line of the NW1/4 SW1/4 of Section 30, Township 47 North, Range 21 West; said strip being of varying widths on each side of the centerline of said branch line as the same was constructed and located over and across the following. The Soo Pits are defined as those County Fee and Tax Forfeit lands identified lying within:

Township 46 North, Range 19 West

E1/2 SE1/4, NW1/4 SE1/4, W1/2 NE1/4, NE1/4 NW1/4, Section 19
S1/2 SW1/4, NW1/4 SW1/4, Section 18

Section 15:

NE1/4 SE1/4 EX INTER 35 R/W DOCKET 202585

NW1/4 SE1/4 DOCKET 202585

SW1/4 SE1/4 DOCKET 202585

SE1/4 SE1/4 EX INTER 35 R/W DOCKET 202585

PT OF NE1/4 SW1/4 DOCKET 281274

NW1/4 OF SW1/4 E OF MOOSE RIVER EX N 150 FT DOCKET 281274

SW1/4 SW1/4 DOCKET 281274

SE1/4 SW1/4 DOCKET 281274

Section 16:

SE1/4 SE1/4 EX BEG AT NE COR TH SW TO PT ON W LINE WHICH IS 720 FT S OF NW COR TH N ON W LINE TO HY 61 TH NE ALG HY 61 TO N LINE TH E TO BEG EX RY & SUBJ TO HWY 61 EASE DOCKET 281274

Section 21:

PT OF SE1/4 NE1/4 LYING BETWEEN HIDDEN ACRES PLAT AND THE MAINLINE OF THE SOO LINE RR

Section 22:

NW1/4 NW1/4 BK 1 PG 29

PT OF SW1/4 NW1/4 AND NW1/4 OF SW1/4 N & E OF RR R OF W EXCPT MINERAL INTEREST & A

STRIP OF LAND 100 FT IN WIDTH BEING FORMER SOO LN RR RUN ACROSS SW1/4 OF NW1/4 AND

THE NW1/4 OF SW1/4

THAT PART OF NE1/4 OF SW1/4 LYING NORTHERLY OF SOUTH R/W LINE OF FORMER SOO LINE RR

EXCEPT MINERAL INTEREST DOCKET 281274

Township 46 North, Range 20 West

N1/2 SE1/4, NE1/4 SW1/4, S1/2 NW1/4, Section 13
E1/2 NE1/4, NW1/4 NE1/4, N1/2 NW1/4, Section 14
S1/2 SW1/4, Section 11
S1/2 SE1/4, NW1/4 SE1/4, N1/2 SW1/4, SW1/4 NW1/4, Section 10
S1/2 NE1/4, NW1/4 NE1/4, E1/2 NW1/4, NW1/4 NW1/4, Section 9
NE1/4 NE1/4, Section 8
S1/2 SE1/4, E1/2 SW1/4, NW1/4 SW1/4, Section 5
N1/2 SE1/4, SW1/4 NE1/4, S1/2 NW1/4, Section 6

Township 46 North, Range 21 West

E1/2 NE1/4, NW1/4 NE1/4, N1/2 NW1/4, Section 1
NE1/4 NE1/4, Section 2

Township 47 North, Range 21 West

S1/2 SE1/4, S1/2 SW1/4, NW1/4 SW1/4, Section 35
E1/2 SE1/4, NW1/4 SE1/4, N1/2 SW1/4, SW1/4 NW1/4, Section 34
S1/2 NE1/4, NW1/4, Section 33
N1/2 NE1/4, NE1/4 NW1/4, Section 32
S1/2 SW1/4, Section 29
S1/2 SE1/4, NW1/4 SE1/4, E1/2 SW1/4, NW1/4 SW1/4, Section 30; together with all hereditaments and appurtenances thereto.

APPENDIX B

A strip of land of varying width, being the former right of way, station ground and gravel pit property of the Soo Line Railroad Company's so-called superior to Drotten branch line in Carlton County, Minnesota, beginning at the south line of the SE1/4 SE1/4 of Section 35 and the south line of the SW1/4 SW1/4 of Section 36, both in Township 46N, Range 20W, and extending in a northeasterly direction along said branch line to the east line of the SE1/4 SW1/4 of Section 7, Township 47N, Range 15W; said strip being of varying widths on each side of the centerline of said branch line as the same was constructed and located over and across the following:

Township 46 North, Range 20 West

S1/2 SW1/4, NE1/4 SW1/4, NW1/4 SE1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 36
SE1/4 SE1/4, Section 35

Township 46 North, Range 19 West

NW1/4 NW1/4, Section 31
S1/2 SW1/4, NE1/4 SW1/4, SE1/4 NW1/4, SW1/4 NE1/4, N1/2 NE1/4, Section 30
SE1/4 SE1/4, Section 19
S1/2 SW1/4, NE1/4 SW1/4, SW1/4 SE1/4, NW1/4 SE1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 20
N1/2 NW1/4, NW1/4 NE1/4, S1/2 NE1/4, Section 21
N1/2 SW1/4, S1/2 SW1/4, Section 15 (gravel pit)
SE1/4 SE1/4, Section 16 (gravel pit)
NW1/4 NW1/4, SW1/4 NW1/4, N1/2 SW1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 22
S1/2 NW1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 23
N1/2 NW1/4, N1/2 NE1/4, Section 24
SE1/4 SE1/4, Section 13

Township 46 North, Range 18 West

S1/2 SW1/4, S1/2 SE1/4, N1/2 SE1/4, Section 18
N1/2 SW1/4, NW1/4 SE1/4, S1/2 NE1/4, Section 17
S1/2 NW1/4, NE1/4 NW1/4, N1/2 NE1/4, Section 16
N1/2 NW1/4, Section 15
S1/2 SW1/4, S1/2 SE1/4, NE1/4 SE1/4, Section 10
SW1/4 SW1/4, N1/2 SW1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 11
S1/2 NW1/4, SW1/4 NE1/4, N1/2 NE1/4, Section 12

Township 46 North, Range 17 West

N1/2 NW1/4, Section 7
SE1/4 SW1/4, SW1/4 SE1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 6
S1/2 NW1/4, NE1/4 NW1/4, NW1/4 NE1/4, Section 5

Township 47 North, Range 17 West

S1/2 SE1/4, NE1/4 SE1/4, Section 32
N1/2 SW1/4, SE1/4 NW1/4, SW1/4 NE1/4, N1/2 NE1/4, Section 33

**APPENDIX B
(CONTINUED)**

SE1/4 SE1/4, Section 28
S1/2 SW1/4, NE1/4 SW1/4, NW1/4 SE1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 27
N1/2 NW1/4, Section 26
S1/2 SW1/4, SW1/4 SE1/4, N1/2 SE1/4, Section 23
N1/2 SW1/4, SE1/4 NW1/4, S1/2 NE1/4, Section 24

Township 47 North, Range 16 West

~~S1/2 NW1/4, NE1/4 NW1/4, SW1/4 NE1/4, N1/2 NE1/4, SE1/4 NE1/4, Section 19
NW1/4 NW1/4, S1/2 NW1/4, SW1/4 NE1/4, N1/2 SE1/4, Section 20
NW1/4 SW1/4, S1/2 SW1/4, S1/2 SE1/4, Section 21
S1/2 SW1/4, NE1/4 SW1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 22
S1/2 NW1/4, N1/2 SW1/4, NW1/4 SE1/4, S1/2 NE1/4, NE1/4 NE1/4, Section 23
NW1/4 NW1/4, Section 24
S1/2 SW1/4, SW1/4 SE1/4, NE1/4 SW1/4, N1/2 SE1/4, SE1/4 NE1/4, Section 13~~

Township 47 North, Range 15 West

~~SW1/4 NW1/4, N1/2 NW1/4, Section 18
SE1/4 SW1/4, Section 7; together with all hereditaments and appurtenances thereto.~~

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

E-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 06-22-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: JinYeene Neumann, County Engineer
Title of Item for Consideration: Set Public Hearing for Carlton County Transportation ADA Transition Plan
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 American with Disabilities Act (ADA), established that Carlton County must have a ADA Transition Plan. We are requesting to set a date of July 27, 2020 as the date to hold a public hearing to present the ADA Transition Plan for public comment.

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

E-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 06/22/2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Carla McCullough
Title of Item for Consideration: _____
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

Please approve final payment to Northland Constructor for project SAP 009-608-019 (Low)

Supporting Attachments

- Resolution for Final Payment SAP 009-608-019 (Low)
 Final Pay Requests

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

***** RESOLUTION NO. 20-XXX*****

BY COMMISSIONER:

ADOPTED: June 22, 2020

WHEREAS, the contract with Northland Constructors for bituminous surfacing, aggregate shouldering, and pavement markings for SAP 009-608-019 (Low) has in all things been completed and the County Board has been fully advised in the premises;

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. That the Carlton County Board of Commissioners does hereby accept said completed project for and in behalf of the County of Carlton; and
2. That the Carlton County Board of Commissioners does hereby authorize the County Engineer to make final payment in the amount of one-hundred twenty-five thousand, twenty-eight dollars and sixty-four cents (\$125,028.64) to Northland Constructors.

Upon motion by , seconded , and carried, the above resolution was adopted.

Yea votes: Peterson, Thell, Brenner, Proulx and Bodie

Nay votes: None

Absent: None

I, Kathy Kortuem, Acting Auditor/Treasurer of the County of Carlton, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9th day of June 22nd , 2020 and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE in Carlton, Minnesota, this 22nd day of June, 2020.

Kathy Kortuem
Carlton County Acting Auditor/Treasurer



CARLTON COUNTY TRANSPORTATION DEPT

1630 COUNTY ROAD 61
 CARLTON, MN 557186170

Project CP 1802 - CARLTON COUNTY TRANSFER STATION PAVING
 Final Pay Request No. 7

Contractor: NORTHLAND CONSTRUCTORS
 4843 Rice Lake Road
 Duluth, MN 55803

Contract No. 18002
Vendor No. 7162
For Period: 1/24/2019 - 6/9/2020
Warrant # _____ **Date** _____

Contract Amounts

Original Contract	\$35,777.00
Contract Changes	\$5,411.28
Revised Contract	\$41,189.18

Funds Encumbered

Original	\$35,777.00
Additional	N/A
Total	\$35,777.00

Work Certified To Date

Base Bid Items	\$34,749.54
Backhoe	\$0.00
Change Order	\$7,588.16
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$42,337.70

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
CP 1802	\$0.00	\$42,337.70	\$0.00	\$41,102.35	\$1,235.35	\$42,337.70
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$1,235.35	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed

In accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

[Signature]
 Carlton County Engineer

Approved By NORTHLAND CONSTRUCTORS

[Signature]
 Contractor Craig Plaetz

Date

6/17/2020

Date

June 10, 2020

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. CP 1802
Final Pay Request No. 7

**Carlton County Transportation Department
Certificate of Final Contract Acceptance**

Low S.P. No.: CP 1802

Final Voucher No.: 7

Contract No.: 18002

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 6/17/2020 Signature [Signature]
County/City/Project Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$42,337.70 and agrees to the amount of \$1,235.35 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor NORTHLAND CONSTRUCTORS By [Signature]
Craig Ploetz

And _____ And _____

State of , Carlton County Transportation Department

On This _____ Day _____, _____ Before me appeared _____ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as _____ free to act and deed

(Corporate Acknowledgment)

Craig Ploetz _____ And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and _____ of the

Northland Constructors of Duluth, Inc. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the

Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

President _____ and said Craig Ploetz _____ and

acknowledged said instrument to be the free act and deed of said Corporation.

Notary Seal  JANET LEE WINDUS My Commission as Notary Public in St. Louis County
Notary Public-Minnesota
My Commission Expires Jan 31, 2021 Expires Jan 31, 2021 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher. This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. CP 1802
Final Pay Request No. 7

effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District _____
Engineer

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. CP 1802
Final Pay Request No. 7

**Carlton County Transportation Department
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 18002
Contractor: 7162 - NORTHLAND CONSTRUCTORS
Date Certified: 6/10/2020
Payment Number: 7

Whereas; Contract No. 18002 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Carlton County Transportation Department and authorize final payment as specified herein.

Carlton County Transportation Department
State of

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____,

Signed By _____
County _____

(SEAL)

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. CP 1802
 Final Pay Request No. 7

CP 1802 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/01/2018	06/16/2018	\$0.00	\$0.00	\$0.00
2	06/17/2018	07/30/2018	\$0.00	\$0.00	\$0.00
3	07/31/2018	08/24/2018	\$0.00	\$0.00	\$0.00
4	08/25/2018	09/21/2018	\$0.00	\$0.00	\$0.00
5	09/22/2018	12/11/2018	\$41,833.70	\$2,091.69	\$39,742.01
6	12/12/2018	01/23/2019	\$504.00	(\$858.34)	\$1,360.34
7	01/24/2019	06/09/2020	\$0.00	(\$1,235.35)	\$1,235.35
Totals:			\$42,337.70	\$0.00	\$42,337.70

CP 1802 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date	
001	42,337.70	0.00	41,102.35	1,235.35	42,337.70	
UNF	42,337.70	0.00	41,102.35	1,235.35	42,337.70	
Totals:		\$84,675.40	\$0.00	\$82,204.70	\$2,470.70	\$84,675.40

CP 1802 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
1	Local	0.00	0.00	0.00	0.00
UNF	Unfunded	1,235.35	41,189.18	36,777.90	42,337.70
Totals:		\$1,235.35	\$41,189.18	\$36,777.90	\$42,337.70

CP 1802 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
TRANSFER STATION									
1	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$2.10	107	0	\$0.00	68	\$142.80
2	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.00	1348	0	\$0.00	1283	\$2,566.00
3	2104.507	REMOVE AGGREGATE	C Y	\$30.00	52	0	\$0.00	52	\$1,560.00
4	2112.604	SUBGRADE PREPARATION	S Y	\$1.50	1886	0	\$0.00	1765	\$2,632.50
5	2118.509	AGGREGATE SURFACING CLASS 1	TON	\$45.00	17	0	\$0.00	39.2	\$1,764.00
6	2211.509	AGGREGATE BASE CLASS 5	TON	\$22.00	94	0	\$0.00	94	\$2,088.00
7	2357.508	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.40	113	0	\$0.00	0	\$0.00
8	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2;C)	TON	\$68.00	373	0	\$0.00	353.18	\$24,016.24
Totals For Section TRANSFER STATION:							\$0.00		\$34,749.54
Change Order 1 - Additional area to repair									
9	1804.601	Compensation for Contract Revisions	L. S.	\$33.48	1	0	\$0.00	1	\$33.48
10	2021.501	MOBILIZATION	LS	\$150.00	1	0	\$0.00	1	\$150.00
11	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$2.10	88	0	\$0.00	115	\$241.50
12	2104.504	REMOVE BITUMINOUS PAVEMENT	S Y	\$2.00	450	0	\$0.00	531	\$1,062.00
13	2112.604	SUBGRADE PREPARATION	S Y	\$1.50	450	0	\$0.00	531	\$790.50
14	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2;C)	TON	\$68.00	51	0	\$0.00	78.01	\$5,304.68
Totals For Change Order 1 - Additional area to repair:							\$0.00		\$7,588.16
Project Totals:							\$0.00		\$42,337.70

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. CP 1802
 Final Pay Request No. 7

CP 1802 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	10/11/2018	In lieu of performing several small bituminous patches in the transfer station roadway/parking area, the Engineer determined it would be more cost effective and provide longer pavement life in that area if a larger area of pavement was removed and replaced. The Engineer determined this constitutes Extra Work in accordance with MnDOT 1402 and the contractor is entitled to compensation in accordance with MnDOT 1904. The Contractor shall re-mobilize the saw cut sub-contractor to perform an additional saw cut at the negotiated price as shown in the Cost Breakdown, remove the bituminous pavement, prep the subgrade and repave the area at Contract Unit Prices as shown in the Cost Breakdown.	\$5,411.28	\$7,588.16
Contract Change Totals:				\$5,411.28	\$7,588.16



CARLTON COUNTY TRANSPORTATION DEPT

1630 COUNTY ROAD 61
 CARLTON, MN 557186170

Project CP 009-123-008 - CP 009-123-008 Eagle Lake Rd FDR, Bit Surface, Pavement Markings
 Final Pay Request No. 8

Contractor: NORTHLAND CONSTRUCTORS
 4843 Rice Lake Road
 Duluth, MN 55803

Contract No. 16002
Vendor No. 7162
For Period: 2/12/2020 - 6/9/2020
Warrant # _____ **Date** _____

Contract Amounts

Original Contract	\$474,652.70
Contract Changes	\$186,291.39
Revised Contract	\$660,944.09

Funds Encumbered

Original	\$474,652.70
Additlonal	N/A
Total	\$474,652.70

Work Certified To Date

Base Bid Items	\$488,572.68
Backsheet	\$3,254.20
Change Order	\$184,621.99
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$676,448.87

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
CP 009-123-008	\$0.00	\$676,448.87	\$0.00	\$657,380.33	\$19,068.54	\$676,448.87
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$19,068.54	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

 Carlton County Engineer
 Date 6/10/2020

Approved By NORTHLAND CONSTRUCTORS

 Contractor Craig Ploetz
 Date June 10, 2020

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. CP 009-123-008
Final Pay Request No. 8

Carlton County Transportation Department
Certificate of Final Contract Acceptance

Low S.P. No.: CP 009-123-008

Final Voucher No.: 8

Contract No.: 18002

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 6/17/2020 Signature [Signature] County/City/Project
Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$676,448.87 and agrees to the amount of \$19,068.54 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor NORTHLAND CONSTRUCTORS By [Signature]
Craig Ploetz

And _____ And _____

State of, Carlton County Transportation Department

On This _____ Day _____, Before me appeared _____ To me
known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as
_____ free to act and deed

(Corporate Acknowledgment)

Craig Ploetz And _____, to me personally known, who, being each
by me duly sworn

each did say that they are respectively the Vice President and _____ of the

Northland Constructors of Duluth, Inc. Corporation named in the foregoing Instrument, and that the seal affixed to said
Instrument is the

Corporate Seal of said Corporation, and the said Instrument was signed and sealed in behalf of said Corporation by authority
of its

President _____ and said Craig Ploetz and

acknowledged said Instrument to be the free act and deed of said Corporation.

Notary Seal  JANET LEE WINDUS My Commission as Notary Public in St. Louis County
Notary Public-Minnesota
My Commission Expires Jan 31, 2021 Expires Jan. 31, 2021 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.
This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. CP 009-123-008
Final Pay Request No. 8

Dated _____ Signature _____ District _____
Engineer

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. CP 009-123-008
Final Pay Request No. 8

**Carlton County Transportation Department
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 18002
Contractor: 7162 - NORTHLAND CONSTRUCTORS
Date Certified: 6/10/2020
Payment Number: 8

Whereas; Contract No. 18002 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Carlton County Transportation Department and authorize final payment as specified herein.

Carlton County Transportation Department
State of

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____,

Signed By _____
County _____

(SEAL)

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. CP 009-123-008
 Final Pay Request No. 8

CP 009-123-008 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/01/2018	06/16/2018	\$0.00	\$0.00	\$0.00
2	03/17/2018	07/30/2018	\$0.00	\$0.00	\$0.00
3	07/31/2018	08/24/2018	\$9,770.70	\$488.54	\$9,282.16
4	08/25/2018	09/21/2018	\$81,927.40	\$4,096.37	\$77,831.03
5	09/22/2018	12/11/2018	\$411,982.38	\$20,599.11	\$391,383.27
6	12/12/2018	01/23/2019	\$149,832.97	(\$6,115.48)	\$155,948.45
7	01/24/2019	02/11/2020	\$22,935.42	\$0.00	\$22,935.42
8	02/12/2020	06/09/2020	\$0.00	(\$19,068.54)	\$19,068.54
Totals:			\$676,448.87	\$0.00	\$676,448.87

CP 009-123-008 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
001	676,448.87	0.00	657,380.33	19,068.54	676,448.87
UNF	676,448.87	0.00	657,380.33	19,068.54	676,448.87
Totals:	\$1,352,897.73	\$0.00	\$1,314,760.65	\$38,137.08	\$1,352,897.73

CP 009-123-008 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
1	County Sales Tax	0.00	0.00	0.00	0.00
UNF	Unfunded	19,068.54	660,844.09	474,652.70	676,448.87
Totals:		\$19,068.54	\$660,844.09	\$474,652.70	\$676,448.87

CP 009-123-008 Project Item Status

Lino	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ROADWAY									
1	2021.601	MOBILIZATION	LS	\$6,000.00	1	0	\$0.00	1	\$6,000.00
2	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$2.10	232	0	\$0.00	277	\$581.70
3	2104.518	REMOVE BITUMINOUS PAVEMENT	S F	\$0.80	2816	0	\$0.00	3984	\$3,187.20
4	2105.507	SUBGRADE EXCAVATION	C Y	\$22.00	1351	0	\$0.00	685	\$15,070.00
5	2112.519	SUBGRADE PREPARATION	RDST	\$160.00	100	0	\$0.00	71	\$11,360.00
6	2118.509	AGGREGATE SURFACING CLASS 5	TON	\$24.00	365	0	\$0.00	0	\$0.00
7	2211.509	AGGREGATE BASE CLASS 5	TON	\$19.00	3001	0	\$0.00	4294.43	\$81,594.17
8	2232.504	MILL BITUMINOUS SURFACE (4.0")	S Y	\$2.00	21076	0	\$0.00	21076	\$42,152.00
9	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL.	\$2.10	1546	0	\$0.00	1050	\$2,205.00
10	2300.509	TYPE SP 12.5 WEARING COURSE MIX (2,C)	TON	\$46.00	5835	0	\$0.00	6247.95	\$281,157.75
11	2501.502	18" GS PIPE APRON	EACH	\$376.00	2	0	\$0.00	4	\$1,500.00
12	2501.503	18" CS PIPE CULVERT	L F	\$43.00	34	0	\$0.00	74	\$3,182.00
13	2540.602	MAIL BOX SUPPORT	EACH	\$106.00	13	0	\$0.00	13	\$1,385.00
14	2583.601	TRAFFIC CONTROL SUPERVISOR	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
15	2583.601	TRAFFIC CONTROL	LS	\$3,300.00	1	0	\$0.00	1	\$3,300.00
16	2584.518	SIGN PANELS TYPE C	S F	\$36.00	122.8	0	\$0.00	122.8	\$4,298.00
17	2573.501	EROSION CONTROL SUPERVISOR	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
18	2573.503	SILT FENCE; TYPE MS	L F	\$2.20	884	0	\$0.00	0	\$0.00
19	2575.504	RAPID STABILIZATION METHOD 4	S Y	\$2.00	982	0	\$0.00	1600	\$3,200.00
20	2580.503	INTERIM PAVEMENT MARKING	L F	\$0.18	37662	0	\$0.00	19356	\$3,484.44
21	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	L F	\$0.50	18619	0	\$0.00	18596	\$9,298.00
22	2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	L F	\$0.66	19954	0	\$0.00	20237	\$13,356.42
23	2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	L F	\$0.50	192	0	\$0.00	562	\$281.00
Totals For Section ROADWAY:							\$0.00		\$488,672.68

CP 009-123-008 Project Item Status

Lino	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
Backsheet 1									
30	2360.601	Density Incentives/Disincentives	Lump Sum	\$3,254.20	1	0	\$0.00	1	\$3,254.20
Totals For Backsheet 1:							\$0.00		\$3,254.20
Change Order 1 - Extra Subcut and Ditching									
24	2021.501	MOBILIZATION	LS	\$3,000.00	1	0	\$0.00	1	\$3,000.00
26	2105.504	GEOTEXTILE FABRIC TYPE 5	S Y	\$2.20	2200	0	\$0.00	2200	\$4,840.00
25	2105.507	COMMON EXCAVATION	C Y	\$21.25	1666	0	\$0.00	1666	\$35,402.50
27	2211.609	AGGREGATE BASE CLASS 5	TON	\$24.00	1336	0	\$0.00	1026.32	\$24,631.68
28	2575.604	RAPID STABILIZATION METHOD 4	S Y	\$2.00	1260	0	\$0.00	1600	\$3,200.00
Totals For Change Order 1 - Extra Subcut and Ditching:							\$0.00		\$71,074.18
Change Order 2 - Crushed Concrete Aggregate									
29	2211.609	CRUSHED CONCRETE	TON	\$23.67	307	0	\$0.00	237.74	\$5,627.31
Totals For Change Order 2 - Crushed Concrete Aggregate:							\$0.00		\$5,627.31
Change Order 3 - Cement Stabilized Base									
34	1904.601	Prime Contractor Allowance for Extra/Force Account Work	Lump Sum	\$6,904.00	1	0	\$0.00	1	\$6,904.00
31	2021.501	MOBILIZATION	LS	\$7,990.00	1	0	\$0.00	1	\$7,990.00
32	2215.504	STABILIZED FULL DEPTH RECLAMATION	S Y	\$1.50	26400	0	\$0.00	25131	\$37,696.50
33	2215.509	CEMENT	TON	\$195.00	198	0	\$0.00	214	\$41,730.00
Totals For Change Order 3 - Cement Stabilized Base:							\$0.00		\$94,320.50
Change Order 4 - Change Class 5 to Class 1 shouldering									
36	2118.609	AGGREGATE SURFACING CLASS 1	TON	\$20.00	660	0	\$0.00	660	\$13,600.00
35	2118.609	AGGREGATE SURFACING CLASS 5	TON	(\$24.00)	365	0	\$0.00	0	\$0.00
Totals For Change Order 4 - Change Class 5 to Class 1 shouldering:							\$0.00		\$13,600.00
Project Totals:							\$0.00		\$676,448.87

CP 009-123-008 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
			An area of additional subcut between Engineer's Station 20+00 and 20+00 was discussed at the preconstruction conference to be added to the Contract. In addition to		

CP 009-123-008 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	9/17/2018	subcut work in this area, ditching and softer inslopes shall be constructed to keep water away from the road core. The Engineer determined this constitutes Extra Work in accordance with MnDOT 1402 and the contractor is entitled to compensation in accordance with MnDOT 1904. The Contractor shall perform the common excavation operations, salvage material and construct ditches and embankments as shown in the Ditching Detail Sheet. Work shall be done at the contract and negotiated unit prices as shown in the Cost Breakdown.	\$77,826.50	\$71,074.18
CO2	Change Order	9/21/2018	Three areas of subcut where the bituminous pavement and 6" of aggregate base have been removed in accordance with the Plans are beginning to show contamination of the remaining aggregate base by clay soils pumping up into the aggregate base. These areas are Station 81+10 to 82+35, 84+00 to 86+29 and 97+61 to 98+21. The Engineer determined that these areas need to be protected from further contamination until additional excavation can be accomplished. The Engineer determined the method for stabilizing these areas shall consist of placing and compacting 6" of crushed concrete aggregate. The Engineer further determined this constitutes Extra Work in accordance with MnDOT 1402 and the contractor is entitled to compensation in accordance with MnDOT 1904. The Contractor shall haul, place and compact approximately 307 tons of crushed concrete aggregate (6" lift) in the areas as designated by the Engineer. The Contractor shall perform this work at the negotiated unit price as shown in the Cost Breakdown	\$7,266.69	\$5,627.31
BK1	Backsheet	11/14/2018	Incentive/Disincentive per Spec. Number 2360 Bituminous Pavement.	\$3,264.20	\$3,264.20
CO3	Change Order	12/27/2018	Because of late season moisture, the aggregate base is not drying adequately to allow construction of the bituminous surface. The Engineer determined that stabilizing the base with cement would aid in drying the aggregate and provide a stable base for the construction of the bituminous pavement. The engineer determined that the method to be used to stabilize the base would involve scarifying the aggregate base to a depth of 4 inches and stabilizing the base with 4 percent added cement, re-shaping and compacting the material. The Engineer further determined this constitutes Extra Work in accordance with MnDOT 1402 and the contractor is entitled to compensation in accordance with MnDOT 1904.	\$93,104.00	\$94,320.50
			At the start of the shouldering process for this project, the contractor's foreman was asked if aggregate surfacing, class 5 was being supplied as per the plan. He said they were using class 1 as they did in the other tied projects. This project called out 2118.509, "Aggregate Surfacing, Class 5", not 2118.509 "Aggregate Surfacing, Class 1" as did the other tied projects. The engineer determined		

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. CP 009-123-008
 Final Pay Request No. 8

CP 009-123-008 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO4	Change Order	1/3/2019	that substituting Class 1 for the Class 6 would be substantially compliant with the intent of the plans for shouldering material, and that the Class 1 material would be paid for at a contract unit price of \$20/ton and not at the unit price for Class 5 of \$24/ton). It was also determined that existing conditions in the field differed from design such that a substantial increase of shoulder material is needed to meet the design requirement of 1:4 slopes.	\$4,840.00	\$13,000.00
Contract Change Totals:				\$186,291.39	\$187,876.19



CARLTON COUNTY TRANSPORTATION DEPT

1630 COUNTY ROAD 61
 CARLTON, MN 557180170

Project SAP 009-803-035 (1718) - SAP 009-803-035 FDR, Bit Surface, Aggregate Shoulders, Pavement Markings
 Final Pay Request No. 8

Contractor: NORTHLAND CONSTRUCTORS
 4843 Rice Lake Road
 Duluth, MN 55803

Contract No. 18002
Vendor No. 7162
For Period: 2/12/2020 - 8/9/2020
Warrant # _____ **Date** _____

Contract Amounts

Original Contract	\$618,285.62
Contract Changes	\$8,639.63
Revised Contract	\$826,925.15

Funds Encumbered

Original	\$618,285.62
Additional	N/A
Total	\$618,285.62

Work Certified To Date

Base Bkl Items	\$640,626.84
Backsheet	\$8,639.63
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$649,165.37

	Work Certified This Request	Work Certified To Date	Loss Amount Retained	Loss Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 009-803-035 (1718)	\$0.00	\$649,165.37	\$0.00	\$630,820.66	\$18,344.71	\$649,165.37
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$18,344.71	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

[Signature]

 Carleton County Engineer

Date

6/10/2020

Approved By NORTHLAND CONSTRUCTORS

[Signature]

 Contractor Craig Ploetz

Date

June 10, 2020

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. SAP 009-603-035 [1718]
Final Pay Request No. 8

**Carlton County Transportation Department
Certificate of Final Contract Acceptance**

Low S.P. No.: SAP 009-603-035 [1718]

Final Voucher No.: 8

Contract No.: 18002

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 6/17/2020 Signature [Signature] County/City/Project Engineer _____

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$649,165.37 and agrees to the amount of \$18,344.71 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor NORTHLAND CONSTRUCTORS By [Signature]
Craig Ploetz

And _____ And _____

State of, Carlton County Transportation Department

On This _____ Day _____, _____, Before me appeared _____ To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as free to act and deed

(Corporate Acknowledgment)

Craig Ploetz And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and _____ of the

Northland Constructors of Duluth, Inc. Corporation named in the foregoing Instrument, and that the seal affixed to said Instrument is the

Corporate Seal of said Corporation, and the said Instrument was signed and sealed in behalf of said Corporation by authority of its

President and said Craig Ploetz and

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal:  JANET LEE WINDUS
Notary Public - Minnesota
My Commission Expires Jan 31, 2021

My Commission as Notary Public in St. Louis County

Seal Expires Jan 31, 2021 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher. This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. SAP 009-603-035 [1718]
Final Pay Request No. 8

Dated _____ Signature _____ District _____
Engineer

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. SAP 009-603-035 (1718)
Final Pay Request No. 8

**Carlton County Transportation Department
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 18002
Contractor: 7162 - NORTHLAND CONSTRUCTORS
Date Certified: 6/10/2020
Payment Number: 8

Whereas; Contract No. 18002 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Carlton County Transportation Department and authorize final payment as specified herein.

Carlton County Transportation Department
State of

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20__

At _____,

Signed By _____
County _____

(SEAL)

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. SAP 009-603-035 (1718)
 Final Pay Request No. 8

SAP 009-603-035 [1718] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/01/2018	06/16/2018	\$0.00	\$0.00	\$0.00
2	06/17/2018	07/30/2018	\$0.00	\$0.00	\$0.00
3	07/31/2018	08/24/2018	\$0.00	\$0.00	\$0.00
4	08/25/2018	09/21/2018	\$26,621.25	\$1,331.06	\$25,290.19
5	09/22/2018	12/11/2018	\$865,716.18	\$43,285.81	\$822,430.37
6	12/12/2018	01/23/2019	(\$263,630.76)	(\$26,272.16)	(\$237,358.60)
7	01/24/2019	02/11/2020	\$20,458.70	\$0.00	\$20,458.70
8	02/12/2020	06/09/2020	\$0.00	(\$18,344.71)	\$18,344.71
Totals:			\$649,165.37	\$0.00	\$649,165.37

SAP 009-603-035 [1718] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date	
000	550,387.49	0.00	534,834.14	15,553.35	550,387.49	
002	98,777.88	0.00	95,986.52	2,791.36	98,777.88	
Totals:		\$649,165.37	\$0.00	\$630,820.66	\$18,344.71	\$649,165.37

SAP 009-603-035 [1718] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
1	Regular (CSAH)	16,653.35	529,819.25	522,169.25	550,387.49
2	Municipal (CSAH < 5000)	2,791.36	97,305.00	96,096.36	98,777.88
Totals:		\$18,344.71	\$626,925.15	\$618,285.62	\$649,165.37

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. SAP 009-603-035 (1718)
 Final Pay Request No. 8

SAP 009-603-035 (1718) Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SA CONST MUN									
1	2021.601	MOBILIZATION	LS	\$6,000.00	0.14	0	\$0.00	0.14	\$840.00
2	2104.603	SAWING BITUMINOUS PAVEMENT	LF	\$2.10	46	0	\$0.00	0	\$0.00
3	2104.618	REMOVE BITUMINOUS PAVEMENT	SF	\$4.00	144	0	\$0.00	681	\$2,324.00
4	2118.609	AGGREGATE SURFACING CLASS 1	TON	\$20.00	176	0	\$0.00	190.6	\$3,812.00
5	2215.604	FULL DEPTH RECLAMATION	SY	\$1.30	1920	0	\$0.00	2030	\$2,639.00
6	2216.604	STABILIZED FULL DEPTH RECLAMATION	SY	\$2.10	3232	0	\$0.00	3232	\$6,787.20
7	2216.609	BITUMINOUS MATERIAL FOR MIXTURE	TON	\$490.00	39	0	\$0.00	37.33	\$18,291.70
8	2232.604	MILL BITUMINOUS SURFACE (1.0")	SY	\$0.75	5162	0	\$0.00	4940	\$3,705.00
9	2355.606	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$2.45	388	0	\$0.00	300	\$735.00
10	2357.606	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.10	294	0	\$0.00	232	\$487.20
11	2380.609	TYPE SP 12.6 WEARING COURSE MIX (2:C)	TON	\$42.00	1108	0	\$0.00	1119.36	\$47,013.12
12	2521.618	6" CONCRETE WALK	SF	\$18.00	192	0	\$0.00	200	\$3,600.00
13	2531.618	TRUNCATED DOMES	SF	\$30.00	40	0	\$0.00	40	\$1,200.00
14	2563.601	TRAFFIC CONTROL SUPERVISOR	LS	\$4,800.00	0.14	0	\$0.00	0.14	\$672.00
15	2583.601	TRAFFIC CONTROL	LS	\$1,000.00	0.14	0	\$0.00	0.14	\$140.00
16	2584.618	SIGN PANELS TYPE C	SF	\$35.00	16.6	0	\$0.00	16.6	\$581.00
17	2580.603	INTERIM PAVEMENT MARKING	LF	\$0.18	3144	0	\$0.00	3176	\$571.68
18	2582.603	4" SOLID LINE MULTI COMP GR IN (WR)	LF	\$0.60	1484	0	\$0.00	1658	\$779.00
19	2582.603	4" SOLID LINE MULTI COMP GR IN (WR)	LF	\$0.60	281	0	\$0.00	233	\$118.60
20	2582.603	6" SOLID LINE MULTI COMP GR IN (WR)	LF	\$0.66	2040	0	\$0.00	2090	\$1,379.40
21	2582.603	4" BROKEN LINE MULTI COMP GR IN (WR)	LF	\$0.60	108	0	\$0.00	108	\$54.00
22	2582.618	PAVT MSSG MULTI	SF	\$5.30	62.12	0	\$0.00	52.12	\$276.24

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557166170
 Project No. SAP 009-603-035 (1718)
 Final Pay Request No. 8

SAP 009-603-035 (1718) Project Item Status

Lino	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
		COMP GR IN (WR)							
23	2582.518	PAVT MSSG MULTI COMP GR IN (WR)	S F	\$5.30	24.02	0	\$0.00	24.02	\$127.31
24	2582.518	PAVT MSSG MULTI COMP GR IN (WR)	S F	\$18.50	30	0	\$0.00	30	\$555.00
25	2582.518	CROSSWALK MULTI COMP GR IN (WR)	S F	\$7.00	126	0	\$0.00	126	\$882.00
Totals For Section SA CONST MUN:							\$0.00		\$97,688.35
SA CONST REG									
26	2021.601	MOBILIZATION	LS	\$6,000.00	0.86	0	\$0.00	0.86	\$5,160.00
27	2118.609	AGGREGATE SURFACING CLASS 1	TON	\$20.00	1113	0	\$0.00	1217.99	\$24,359.80
28	2216.604	FULL DEPTH RECLAMATION	S Y	\$1.30	11112	0	\$0.00	11110	\$14,443.00
29	2216.604	STABILIZED FULL DEPTH RECLAMATION	S Y	\$2.10	19445	0	\$0.00	19446	\$40,836.60
30	2216.609	BITUMINOUS MATERIAL FOR MIXTURE	TON	\$490.00	235	0	\$0.00	229.20	\$112,352.10
31	2232.604	MILL BITUMINOUS SURFACE (1.0")	S Y	\$0.75	30555	0	\$0.00	30555	\$22,916.25
32	2355.608	BITUMINOUS MATERIAL FOR FOG SEAL	GAL	\$2.45	2333	0	\$0.00	1847	\$4,525.15
33	2357.606	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.10	1673	0	\$0.00	1428	\$2,994.60
34	2360.609	TYPE SP 12.5 WEARING COURSE MIX (2;C)	TON	\$42.00	6300	0	\$0.00	6857.94	\$288,033.48
35	2640.602	MAIL BOX SUPPORT	EACH	\$105.00	2	0	\$0.00	2	\$210.00
36	2663.601	TRAFFIC CONTROL SUPERVISOR	LS	\$4,800.00	0.86	0	\$0.00	0.86	\$4,128.00
37	2663.601	TRAFFIC CONTROL	LS	\$1,000.00	0.86	0	\$0.00	0.86	\$860.00
38	2604.618	SIGN PANELS TYPE C	S F	\$35.00	74	0	\$0.00	74	\$2,590.00
39	2580.603	INTERIM PAVEMENT MARKING	L F	\$0.18	18850	0	\$0.00	18107	\$3,259.26
40	2582.603	4" SOLID LINE MULTI COMP GR IN (WR)	L F	\$0.60	8884	0	\$0.00	8745	\$4,372.50
41	2582.603	6" SOLID LINE MULTI COMP GR IN (WR)	L F	\$0.86	12405	0	\$0.00	12405	\$8,187.30
42	2582.603	24" SOLID LINE MULTI COMP GR IN (WR)	L F	\$13.00	48	0	\$0.00	44	\$572.00
43	2582.603	4" BROKEN LINE MULTI COMP GR IN	L F	\$0.60	641	0	\$0.00	637	\$268.50

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. SAP 009-603-035 [1718]
 Final Pay Request No. 8

SAP 009-603-035 [1718] Project Item Status

Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
		(WR)							
44	2582.518	PAVT MSSG MULTI COMP GR IN (WR)	SF	\$18.50	123.44	0	\$0.00	123.44	\$2,283.64
45	2582.518	PAVT MSSG MULTI COMP GR IN (WR)	SF	\$5.30	78.18	0	\$0.00	78.18	\$414.35
46	2582.518	PAVT MSSG MULTI COMP GR IN (WR)	SF	\$5.30	36.03	0	\$0.00	36.03	\$190.96
Totals For Section SA CONST REG:							\$0.00		\$542,957.49
Backsheet 1									
47	2390.001	Densely Incentives/Disincentives	Lump Sum	\$8,639.53	1	0	\$0.00	1	\$8,639.53
Totals For Backsheet 1:							\$0.00		\$8,639.53
Project Totals:							\$0.00		\$649,165.37

SAP 009-603-035 [1718] Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
BK1	Backsheet	11/14/2018	Incentive/Disincentive per Spec. Number 2380 Bituminous Pavement.	\$8,639.53	\$8,639.53
Contract Change Totals:				\$8,639.53	\$8,639.53



CARLTON COUNTY TRANSPORTATION DEPT

1630 COUNTY ROAD 61
CARLTON, MN 557188170

Project SAP 009-608-019 [1504] - SAP 009-608-019 Bituminous Surface, Aggregate Shoulders, Pavement Markings

Final Pay Request No. 8

Contractor: NORTHLAND CONSTRUCTORS
4843 Rice Lake Road
Duluth, MN 55803

Contract No. 18002
Vendor No. 7162
For Period: 2/12/2020 - 6/4/2020
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$612,053.96
Contract Changes	\$90,448.49
Revised Contract	\$702,502.45

Funds Encumbered

Original	\$612,053.96
Additional	N/A
Total	\$612,053.96

Work Certified To Date

Base Bid Items	\$611,245.14
Backsheet	\$14,007.68
Change Order	\$76,440.81
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$701,693.63

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 009-608-019 [1504]	\$32,588.96	\$701,693.63	\$0.00	\$635,649.44	\$66,044.19	\$701,693.63
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$66,044.19	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

Carlton County Engineer

Date

6/10/2020

Approved By NORTHLAND CONSTRUCTORS

Contractor Craig Ploetz, Vice President

Date

6/10/2020

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. SAP 009-608-019 [1504]
Final Pay Request No. 8

Carlton County Transportation Department
Certificate of Final Contract Acceptance

Low S.P. No.: SAP 009-608-019 [1504]

Final Voucher No.: 8

Contract No.: 18002

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 6/16/2020 Signature [Signature] County/City/Project _____
Engineer _____

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$701,693.63 and agrees to the amount of \$66,044.19 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor NORTHLAND CONSTRUCTORS By [Signature]
Craig Ploetz

And _____ And _____

State of , Carlton County Transportation Department

On This _____ Day _____, _____, Before me appeared Craig Ploetz To me known to

(Individual Acknowledgment)

be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as
_____ free to act and deed

(Corporate Acknowledgment)

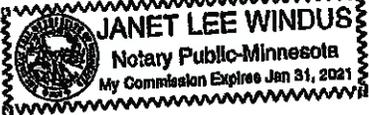
_____ And _____, to me personally known, who, being each by me
duly sworn

each did say that they are respectively the Vice President and _____ of the

Northland Constructors of Duluth, Inc. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the
Corporate Seal of said Corporation; and the said instrument was signed and sealed in behalf of said Corporation by authority of its

President _____ and said Craig Ploetz and

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal  JANET LEE WINDUS
Notary Public-Minnesota
My Commission Expires Jan 31, 2021
My Commission as Notary Public in St. Louis County
Expires Jan. 31, 2021 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher.

This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

Dated _____ Signature _____ District Engineer

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. SAP 009-608-019 [1504]
Final Pay Request No. 8

**Carlton County Transportation Department
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 18002
Contractor: 7162 - NORTHLAND CONSTRUCTORS
Date Certified: 6/3/2020
Payment Number: 8

Whereas; Contract No. 18002 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Carlton County Transportation Department and authorize final payment as specified herein.

Carlton County Transportation Department
State of

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____,

Signed By _____
County _____

(SEAL)

SAP 009-608-019 [1504] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/01/2018	06/18/2018	\$0.00	\$0.00	\$0.00
2	06/17/2018	07/30/2018	\$0.00	\$0.00	\$0.00
3	07/31/2018	08/24/2018	\$0.00	\$0.00	\$0.00
4	08/25/2018	09/21/2018	\$0.00	\$0.00	\$0.00
5	09/22/2018	12/11/2018	\$528,956.26	\$26,447.81	\$502,508.45
6	12/12/2018	01/23/2019	\$63,707.60	(\$9,154.77)	\$72,862.37
7	01/24/2019	02/11/2020	\$76,440.81	\$16,162.19	\$60,278.62
8	02/12/2020	06/04/2020	\$32,588.96	(\$33,455.23)	\$66,044.19
Totals:			\$701,693.63	\$0.00	\$701,693.63

SAP 009-608-019 [1504] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date	
001	701,693.63	0.00	635,649.44	66,044.19	701,693.63	
UNF	701,693.63	0.00	635,649.44	66,044.19	701,693.63	
Totals:		\$1,403,387.26	\$0.00	\$1,271,298.88	\$132,088.38	\$1,403,387.26

SAP 009-608-019 [1504] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
1	Regular (CSAH)	0.00	0.00	0.00	0.00
UNF	Unfunded	66,044.19	702,502.45	612,053.96	701,693.63
Totals:		\$66,044.19	\$702,502.45	\$612,053.96	\$701,693.63

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. SAP 009-608-019 [1504]
 Final Pay Request No. 8

SAP 009-608-019 [1504] Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SA CONST REG									
1	2021.501	MOBILIZATION	LS	\$6,000.00	1	0	\$0.00	1	\$6,000.00
2	2104.503	SAWING BITUMINOUS PAVEMENT	LF	\$2.10	30	0	\$0.00	0	\$0.00
3	2112.519	SUBGRADE PREPARATION	RDST	\$200.00	164	0	\$0.00	164	\$32,800.00
4	2118.509	AGGREGATE SURFACING CLASS 1	TON	\$20.00	3783	0	\$0.00	2684.78	\$53,695.60
5	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.10	2620	0	\$0.00	1585	\$3,328.50
6	2360.509	TYPE SP 12.5 WEARING COURSE MIX (2;C)	TON	\$44.00	10075	0	\$0.00	10605.76	\$466,653.44
7	2540.602	MAIL BOX SUPPORT	EACH	\$105.00	5	0	\$0.00	6	\$630.00
8	2563.601	TRAFFIC CONTROL SUPERVISOR	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
9	2563.601	TRAFFIC CONTROL	LS	\$3,900.00	1	0	\$0.00	1	\$3,900.00
10	2564.518	SIGN PANELS TYPE C	S F	\$35.00	51.1	0	\$0.00	60.1	\$2,103.50
11	2580.503	INTERIM PAVEMENT MARKING	LF	\$0.18	46274	0	\$0.00	47473	\$8,545.14
12	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	LF	\$0.50	21584	19945	\$9,972.50	19945	\$9,972.50
13	2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	LF	\$0.66	32754	32831	\$21,536.46	32831	\$21,536.46
14	2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	LF	\$0.50	1553	2160	\$1,080.00	2160	\$1,080.00
Totals For Section SA CONST REG:							\$32,588.96		\$611,245.14
Backsheet 1									
15	2360.601	Density Incentives/Disincentives	Lump Sum	\$14,007.68	1	0	\$0.00	1	\$14,007.68
Totals For Backsheet 1:							\$0.00		\$14,007.68
Change Order 1 - Curve corrections									
16	1904.601	Compensation for Contract Revisions	L. S.	\$76,440.81	1	0	\$0.00	1	\$76,440.81
Totals For Change Order 1 - Curve corrections:							\$0.00		\$76,440.81
Project Totals:							\$32,588.96		\$701,693.63

SAP 009-608-019 [1504] Contract Changes					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
BK1	Backsheet	11/14/2018	Incentive/Disincentive per Spec. Number 2360	\$14,007.68	\$14,007.68
			The super-elevation cross slope in the bituminous surface at two of the curves within the project, Stations 204+50 to 218+00 and Stations 229+67 to 244+00, were not built to the plan when the		

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. SAP 009-608-019 [1504]
 Final Pay Request No. 8

SAP 009-608-019 [1504] Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	1/30/2020	original work was completed in 2018. At the time, in accordance with MnDOT 1512 Unacceptable Work, the Engineer directed the work be corrected. The only feasible way to correct the work is to remove the bituminous, regrade the base, and re-pave. The re-work took place in 2019. The cause of the unacceptable work is disputed. As a means of dispute resolution, the County has agreed to compensate a portion of the cost, roughly one-third of the total estimated cost, of re-work as shown in the Cost Breakdown. The Contractor agrees to no longer pursue compensation pertaining to correcting the super-elevations on this project.	\$76,440.81	\$76,440.81
Contract Change Totals:				\$90,448.49	\$90,448.49



CARLTON COUNTY TRANSPORTATION DEPT

1630 COUNTY ROAD 61
CARLTON, MN 557188170

Project CP 009-140-006 - CP 009-140-008 Culvert Work, FDR, Bit Surface, Pavement Markings
Final Pay Request No. 7

Contractor: **NORTHLAND CONSTRUCTORS**
4843 Rice Lake Road
Duluth, MN 55803

Contract No. 18002
Vendor No. 7182
For Period: 1/24/2019 - 6/9/2020
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$347,284.74
Contract Changes	\$6,620.82
Revised Contract	\$353,905.56

Funds Encumbered

Original	\$347,284.74
Additional	N/A
Total	\$347,284.74

Work Certified To Date

Base Bid Items	\$357,816.94
Backsheet	\$980.82
Change Order	\$5,640.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$384,436.76

	Work Certified This Request	Work Certified To Date	Loss Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
CP 009-140-006	\$0.00	\$384,436.76	\$0.00	\$353,803.04	\$10,633.72	\$384,436.76
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$10,633.72	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By


Carlton County Engineer

Date

6/16/2020

Approved By **NORTHLAND CONSTRUCTORS**


Contractor Craig Ploetz

Date

June 10, 2020

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. CP 009-140-006
Final Pay Request No. 7

Carlton County Transportation Department
Certificate of Final Contract Acceptance

Low S.P. No.: CP 009-140-006

Final Voucher No.: 7

Contract No.: 18002

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 6/10/2020 Signature [Handwritten Signature] County/City/Project
Engineer _____

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$364,436.76 and agrees to the amount of \$10,633.72 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor NORTHLAND CONSTRUCTORS By [Handwritten Signature]
Craig Ploetz
And _____ And _____

State of , Carlton County Transportation Department

On This 10th Day June, 2020, Before me appeared _____ To me known to

(Individual Acknowledgment)
be the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as free to act and deed

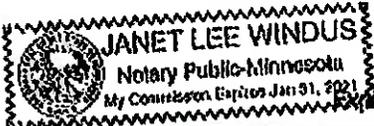
(Corporate Acknowledgment)
Craig Ploetz And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and _____ of the

Northland Constructors of Duluth, Inc. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

President and said Craig Ploetz and

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal  JANET LEE WINDUS My Commission as Notary Public in St. Louis County
Notary Public-Minnesota My Commission Expires Jan 31, 2021 Expires January 31, 2020 Signature [Handwritten Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher. This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

CARLTON COUNTY TRANSPORTATION DEPT
1030 COUNTY ROAD 61
CARLTON, MN 557100170
Project No. CP 009-140-008
Final Pay Request No. 7

Dated _____ Signature _____ District _____
Engineer

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. CP 009-140-006
Final Pay Request No. 7

**Carlton County Transportation Department
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 18002
Contractor: 7162 - NORTHLAND CONSTRUCTORS
Date Certified: 6/10/2020
Payment Number: 7

Whereas; Contract No. 18002 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Carlton County Transportation Department and authorize final payment as specified herein.

Carlton County Transportation Department
State of

I, _____, County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____,

Signed By _____
County _____

(SEAL)

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. CP 009-140-008
 Final Pay Request No. 7

CP 009-140-006 Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/01/2018	08/16/2018	\$41,040.10	\$2,052.01	\$38,988.09
2	08/17/2018	07/30/2018	\$302,490.68	\$15,124.53	\$287,366.15
3	07/31/2018	08/24/2018	\$0.00	\$0.00	\$0.00
4	08/25/2018	09/21/2018	\$1,400.00	\$70.00	\$1,330.00
5	09/22/2018	12/11/2018	\$19,015.98	\$950.80	\$18,065.18
6	12/12/2018	01/23/2019	\$490.00	(\$7,563.62)	\$8,053.62
7	01/24/2019	08/09/2020	\$0.00	(\$10,633.72)	\$10,633.72
Totals:			\$364,436.76	\$0.00	\$364,436.76

CP 009-140-006 Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date	
001	364,436.76	0.00	353,803.04	10,633.72	364,436.76	
Totals:		\$364,436.76	\$0.00	\$353,803.04	\$10,633.72	\$364,436.76

CP 009-140-006 Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
01	County Sales Tax	10,633.72	353,805.56	347,264.74	364,436.76
Totals:		\$10,633.72	\$353,905.56	\$347,264.74	\$364,436.76

CP 009-140-006 Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
ROADWAY									
1	2021.501	MOBILIZATION	LS	\$6,000.00	1	0	\$0.00	1	\$6,000.00
2	2104.503	SAWING BITUMINOUS PAVEMENT	L F	\$2.10	194	0	\$0.00	100	\$210.00
3	2104.518	REMOVE BITUMINOUS PAVEMENT	S F	\$0.80	2232	0	\$0.00	2232	\$1,785.60
4	2118.509	AGGREGATE SURFACING CLASS 1	TON	\$16.50	1546	0	\$0.00	1473	\$24,304.50
5	2215.504	FULL DEPTH RECLAMATION	S Y	\$1.50	22762	0	\$0.00	22763	\$34,144.50
6	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.10	1368	0	\$0.00	1372	\$2,881.20
7	2380.509	TYPE SP 12.5 WEARING COURSE MIX (2;C)	TON	\$48.00	5269	0	\$0.00	5551.08	\$266,450.88
16	2540.602	MAIL BOX SUPPORT	EACH	\$105.00	4	0	\$0.00	4	\$420.00
8	2583.601	TRAFFIC CONTROL SUPERVISOR	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
9	2583.601	TRAFFIC CONTROL	LS	\$2,800.00	1	0	\$0.00	1	\$2,800.00
10	2584.618	SIGN PANELS TYPE C	S F	\$35.00	69.7	0	\$0.00	69.7	\$2,439.50
11	2580.503	INTERIM PAVEMENT MARKING	L F	\$0.18	14012	0	\$0.00	5620	\$1,011.60
12	2582.503	4" SOLID LINE MULTI COMP GR IN (WR)	L F	\$0.50	5446	0	\$0.00	5322	\$2,661.00
13	2582.503	6" SOLID LINE MULTI COMP GR IN (WR)	L F	\$0.68	16628	0	\$0.00	16526	\$10,907.16
14	2582.503	4" BROKEN LINE MULTI COMP GR IN (WR)	L F	\$0.50	1660	0	\$0.00	1600	\$800.00
Totals For Section ROADWAY:							\$0.00		\$357,815.94
Backsheet 1									
17	2380.601	Density Incentives/Disincentives	Lump Sum	\$980.82	1	0	\$0.00	1	\$980.82
Totals For Backsheet 1:							\$0.00		\$980.82
Change Order 1 - Adj casting and pave approach									
16	1904.601	Compensation for Contract Revisions	L. S.	\$5,640.00	1	0	\$0.00	1	\$5,640.00
Totals For Change Order 1 - Adj casting and pave approach:							\$0.00		\$5,640.00
Project Totals:							\$0.00		\$364,436.76

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557188170
 Project No. CP 009-140-006
 Final Pay Request No. 7

CP 009-140-006 Contract Changes

No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
CO1	Change Order	7/24/2018	A manhole casting and cover was discovered in the Syverson Drive approach to CR 140 during paving operations. This frame and ring casing was not included in the Plans. This frame and ring casing needs to be adjusted to the same elevation as the approach paving on this project. Because it was discovered during paving operations, the contractor will have to adjust the frame and ring casing and pave the approach at a later date. The Engineer determined this is Extra Work in accordance with MnDOT 1402 and the contractor is entitled to compensation in accordance with MnDOT 1904. The Contractor shall adjust the frame and ring casing to the proposed pavement elevation and pave the road approach at the negotiated lump sum as shown in the Cost Breakdown.	\$5,640.00	\$5,640.00
BK1	Backsheet	10/9/2018	Incentive/Disincentive per spec item 2360.	\$880.82	\$880.82
Contract Change Totals:				\$6,620.82	\$6,620.82



CARLTON COUNTY TRANSPORTATION DEPT

1630 COUNTY ROAD 61
 CARLTON, MN 557188170

Project SAP 009-602-023 (1731) - SAP 009-602-023 (N Cloquet Rd) Mill and Overlay
 Final Pay Request No. 7

Contractor: NORTHLAND CONSTRUCTORS
 4843 Rico Lake Road
 Duluth, MN 55803

Contract No. 18002
Vendor No. 7162
For Period: 1/24/2019 - 6/9/2020
Warrant # _____ **Date** _____

Contract Amounts

Original Contract	\$311,177.84
Contract Changes	\$6,134.60
Revised Contract	\$317,312.44

Work Certified To Date

Base Bid Items	\$326,374.96
Backsheet	\$6,134.60
Change Order	\$0.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$332,609.56

Funds Encumbered

Original	\$311,177.84
Additional	N/A
Total	\$311,177.84

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 009-602-023 (1731)	\$0.00	\$332,609.56	\$0.00	\$322,807.43	\$9,702.13	\$332,609.56
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$9,702.13	

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, and pursuant to, the terms of the Contract is as shown in this Final Voucher.

Approved By

 Carlton County Engineer
 Date 6/10/2020

Approved By NORTHLAND CONSTRUCTORS

 Contractor Craig Ploetz
 Date June 10, 2020

CARLTON COUNTY TRANSPORTATION DEPT
1830 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. SAP 009-602-023 [1731]
Final Pay Request No. 7

Carlton County Transportation Department
Certificate of Final Contract Acceptance

Low S.P. No.: SAP 009-602-023 [1731]

Final Voucher No.: 7

Contract No.: 18002

This is to certify that to the best of my knowledge, the items of work shown in the Statement of Work Certified herein have actually furnished in accordance with the Plans and Specifications. This Project has been completed in accordance with the Laws, Standards and Procedures of as they apply to projects in this category, and if applicable, approved by the Federal Highway Administration.

Dated 6/16/2020 Signature [Signature] County/City/Project
Engineer

The undersigned Contractor hereby certifies that the work described has been performed in accordance with the terms of the Contract, and agrees that the Final Value of Work Certified on this Contract is \$332,509.56 and agrees to the amount of \$9,702.13 as Final Payment on this Contract in accordance with this Final Voucher.

Contractor NORTHLAND CONSTRUCTORS By [Signature]
Craig Ploetz

And _____ And _____

State of , Carlton County Transportation Department

On This 10th Day June, 2020, Before me appeared _____ To me known to

(Individual Acknowledgment)

he the person who executed the foregoing Acceptance and Acknowledged that he/she executed the same as free to act and deed

(Corporate Acknowledgment)

Craig Ploetz And _____, to me personally known, who, being each by me duly sworn

each did say that they are respectively the Vice President and _____ of the

Northland Constructors of Duluth, Inc. Corporation named in the foregoing instrument, and that the seal affixed to said instrument is the

Corporate Seal of said Corporation, and the said instrument was signed and sealed in behalf of said Corporation by authority of its

President and said Craig Ploetz and

acknowledged said instrument to be the free act and deed of said Corporation.

Notarial Seal  JANET LEE WINDUS My Commission as Notary Public in St. Louis County
Notary Public-Minnesota My Commission Expires Jan 31, 2021
Expires January 31, 2021 Signature [Signature]

I hereby certify that a Final Examination has been made of the noted Contract, that the Contract has been completed, that the entire amount of Work Shown in this Final Voucher has been performed and the Total Value of the Work Performed in accordance with, the terms of the Contract is as shown in this Final Voucher. This Contract is hereby accepted in accordance with the Specification 1516. Final acceptance of the Contract will be effective upon full Execution, by the Contractor and the Department, of the "Certificate of Final Acceptance" included with the Final Voucher.

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. SAP 009-602-023 [1731]
Final Pay Request No. 7

Dated _____ Signature _____ District _____
Engineer

CARLTON COUNTY TRANSPORTATION DEPT
1630 COUNTY ROAD 61
CARLTON, MN 557188170
Project No. SAP 009-602-023 [1731]
Final Pay Request No. 7

**Carlton County Transportation Department
Certificate of Final Acceptance
County Board Acknowledgment**

Contract Number: 18002
Contractor: 7162 - NORTHLAND CONSTRUCTORS
Date Certified: 6/10/2020
Payment Number: 7

Whereas; Contract No. 18002 has in all things been completed, and the County Board being fully advised in the premises, now then be it resolved; that we do hereby accept said completed project for and in behalf of the Carlton County Transportation Department and authorize final payment as specified herein.

Carlton County Transportation Department
State of

I, _____ County _____ within and for said county do hereby certify that the foregoing resolution is a true and correct copy of the resolution on file in my office.

Dated this _____ day of _____, 20____

At _____

Signed By _____
County _____

(SEAL)

CARLTON COUNTY TRANSPORTATION DEPT
 1630 COUNTY ROAD 61
 CARLTON, MN 557166170
 Project No. SAP 009-602-023 [1731]
 Final Pay Request No. 7

SAP 009-602-023 [1731] Payment Summary

No.	From Date	To Date	Work Certified Per Request	Amount Retained Per Request	Amount Paid Per Request
1	05/01/2018	06/18/2018	\$0.00	\$0.00	\$0.00
2	06/17/2018	07/30/2018	\$0.00	\$0.00	\$0.00
3	07/31/2018	08/24/2018	\$272,871.38	\$13,643.57	\$259,227.81
4	08/25/2018	09/21/2018	\$32,143.12	\$1,807.16	\$30,535.96
5	09/22/2018	12/11/2018	\$28,840.06	\$1,342.00	\$25,498.06
6	12/12/2018	01/23/2019	\$655.00	(\$8,890.60)	\$7,545.60
7	01/24/2019	06/09/2020	\$0.00	(\$9,702.13)	\$9,702.13
Totals:			\$332,509.56	\$0.00	\$332,509.56

SAP 009-602-023 [1731] Funding Category Report

Funding Category No.	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
001	332,509.56	0.00	322,807.43	9,702.13	332,509.56
Totals:	\$332,509.56	\$0.00	\$322,807.43	\$9,702.13	\$332,509.56

SAP 009-602-023 [1731] Funding Source Report

Accounting No.	Funding Source	Amount Paid This Request	Revised Contract Amount	Funds Encumbered To Date	Paid To Contractor To Date
1	Regular (CSAH)	9,702.13	317,312.44	311,177.84	332,509.56
Totals:		\$9,702.13	\$317,312.44	\$311,177.84	\$332,509.56

SAP 009-602-023 [1731] Project Item Status									
Line	Item	Description	Units	Unit Price	Contract Quantity	Quantity This Request	Amount This Request	Quantity To Date	Amount To Date
SA CONST REG									
1	2621.601	MOBILIZATION	LS	\$8,000.00	1	0	\$0.00	1	\$8,000.00
2	2116.609	AGGREGATE SURFACING CLASS 1	TON	\$22.00	217	0	\$0.00	279.48	\$6,148.12
3	2232.604	MILL BITUMINOUS SURFACE (2.0")	S Y	\$0.90	42505	0	\$0.00	43026	\$38,723.40
4	2357.666	BITUMINOUS MATERIAL FOR TACK COAT	GAL	\$2.10	4253	0	\$0.00	2497	\$5,243.70
5	2380.609	TYPE SP 12.5 WEARING COURSE MIX (2:C)	TON	\$44.80	4842	0	\$0.00	5001.66	\$220,068.64
6	2504.602	ADJUST GATE VALVE	EACH	\$800.00	2	0	\$0.00	10	\$8,000.00
7	2506.602	ADJUST FRAME & RING CASTING	EACH	\$1,210.00	7	0	\$0.00	10	\$12,100.00
8	2540.602	MAIL BOX SUPPORT	EACH	\$105.00	19	0	\$0.00	18	\$1,890.00
9	2563.601	TRAFFIC CONTROL SUPERVISOR	LS	\$1,000.00	1	0	\$0.00	1	\$1,000.00
10	2563.601	TRAFFIC CONTROL	LS	\$4,100.00	1	0	\$0.00	1	\$4,100.00
11	2564.618	SIGN PANELS TYPE C	S F	\$35.00	79	0	\$0.00	79	\$2,765.00
12	2580.603	INTERIM PAVEMENT MARKING	L F	\$0.18	13004	0	\$0.00	12688	\$2,285.64
13	2582.603	4" SOLID LINE MULTI COMP GR IN (WR)	L F	\$0.50	4632	0	\$0.00	5048	\$2,524.00
14	2582.603	4" SOLID LINE MULTI COMP GR IN (WR)	L F	\$0.50	808	0	\$0.00	808	\$404.00
15	2582.603	6" SOLID LINE MULTI COMP GR IN (WR)	L F	\$0.66	18552	0	\$0.00	18481	\$12,197.46
16	2582.603	4" BROKEN LINE MULTI COMP GR IN (WR)	L F	\$0.50	1870	0	\$0.00	1850	\$925.00
Totals For Section SA CONST REG:							\$0.00		\$328,374.66
Backsheet 1 - Density Incentive/Disincentive									
17	2360.601	Density Incentives/Disincentives	Lump Sum	\$6,134.60	1	0	\$0.00	1	\$6,134.60
Totals For Backsheet 1 - Density Incentive/Disincentive:							\$0.00		\$6,134.60
Project Totals:							\$0.00		\$332,509.66

SAP 009-602-023 [1731] Contract Changes					
No.	Type	Date	Explanation	Estimated Amount	Amount Paid To Date
BK1	Backsheet	8/29/2018	Density Incentive/Disincentive per spec. #2360	\$6,134.60	\$6,134.60
Contract Change Totals:				\$6,134.60	\$6,134.60

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

E-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 06-22-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: JinYeene Neumann, County Engineer
Title of Item for Consideration: Reorganization Plan for the Transportation Department
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
 Approve

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

With the County going into a limited hiring freeze, the Transportation Department has reviewed our organization and would like to request a 1 year trial reorganization. We are requesting the temporary reorganization to determine if the Transportation Department can function with less employees, please see attached documentation for details.

Supporting Attachments

- Reorganization Memo and Spreadsheet

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



Carlton County, Minnesota

Transportation Department

Roads Bridges Airports Trails

1630 County Road 61, Carlton, Minnesota 55718

Office: 218-384-9150 Cloquet Airport: 218-879-4911

www.co.carlton.mn.us

TO: Carlton County Board of Commissioners & HR

SUBJECT: Trial 1 Year Transportation Department Reorganization

Carlton County Transportation Department proposes a reorganization for a one year trial basis. At the end of one year, we will re-evaluate the situation and determine if the reorganization will become permanent or if we need to make additional changes.

1. All management will move to a 40 hour work week. (County Engineer, Assistant County Engineer, Maintenance Superintendent, ROW/Permit Agent-Assistant Maintenance Superintendent, and Office Administrator)
2. County Engineer, Assistant County Engineer, Maintenance Superintendent, ROW/Permit Agent-Assistant Maintenance Superintendent due to the on call nature of their positions will be allowed to take a county vehicle home.

Organization:

- Administration – County Engineer, Office Administrator
- Engineering – County Engineer, Assistant County Engineer, ROW/Permit Agent-Assistant Maintenance Superintendent
- Maintenance – Assistant County Engineer, Maintenance Superintendent, ROW/Permit Agent-Assistant Maintenance Superintendent

Positions Added:

- ROW/Permit Agent-Assistant Maintenance Superintendent (MnPEA)
- Seasonal Working Foreman (49ers)

Positions Eliminated:

- ROW/Permit Agent (Teamsters)
- Clerk Typist (Teamsters)

Monetary Changes

- With proposed salary changes (see attached) estimated \$100,000.00 savings
- With 80 hour work week, accruals will increase
- With two less employees, insurance will decrease

"This Institution is an Equal Opportunity Employer"

		Current				
Employee	Grade	Title	Wage	Hours	Pay Period	Annual Pay
Anderson, Betsy L	110-6	Clerk Typist	\$ 22.69	x 75	\$ 1,701.75	\$ 44,245.50
Bornier, William L	160-6	Permits & Right of Way Highway Tech	\$ 33.20	x 75	\$ 2,490.00	\$ 64,740.00
Dahl, Robert A	170-3	Asst Maintenance Superintendent	\$ 31.55	x 80	\$ 2,524.00	\$ 65,624.00
Gunderson, Aaron D	210-xx	ASSI County Engineer	\$ 47.37	x 75	\$ 3,552.75	\$ 92,371.50
	140-6	Hwy Maint Worker II	\$ 28.16	x 80	\$ 2,252.80	\$ 58,572.80
Kinghorn, Marie E	120-6	Account Clerk - Transportation	\$ 24.34	x 75	\$ 1,825.50	\$ 47,463.00
McCullough, Carla R	180-3	Office Admin	\$ 32.42	x 75	\$ 2,431.50	\$ 63,219.00
Neumann, JinYeene M			\$ 65.62	x 75	\$ 4,921.50	\$ 127,959.00
Norgard, Rick A	190-9	Maint Superintendent	\$ 41.04	x 80	\$ 3,283.20	\$ 85,363.20
Thompson, Greg	170-6	Princ Hwy Design/Hwy Tech	\$ 35.41	x 75	\$ 2,655.75	\$ 69,049.50
						\$ 718,607.50

		Proposed				
Employee	Grade	Title	Wage	Hours	Pay Period	Annual Pay
Anderson, Betsy L	120-5	Account Clerk - Transportation	\$ 23.47	x 75	\$ 1,760.25	\$ 45,766.50
Bornier, William L	180-5	ROW/Permit Agent-Asst Maint Super	\$ 34.27	x 80	\$ 2,741.60	\$ 71,281.60
Dahl, Robert A	190-1	Maintenance Superintendent	\$ 32.83	x 80	\$ 2,626.40	\$ 68,286.40
Gunderson, Aaron D						
	160-2	Hwy Maint Worker II/Working Foreman	\$ 28.85	x 80	\$ 2,308.00	\$ 59,290.40
Kinghorn, Marie E						
McCullough, Carla R	180-4	Office Admin	\$ 33.33	x 80	\$ 2,666.40	\$ 69,326.40
Neumann, JinYeene M			\$ 65.62	x 80	\$ 5,249.60	\$ 136,489.60
Norgard, Rick A	210-4	Asst County Engineer	\$ 41.78	x 80	\$ 3,342.40	\$ 86,902.40
Thompson, Greg	180-6	Princ Hwy Design/Hwy Tech	\$ 35.56	x 75	\$ 2,667.00	\$ 69,342.00
						\$ 606,685.30

Difference \$ 111,922.20

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

H-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: June 22, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Consider B. Speldrich request to serve on the Governor's Council of Minnesota's Costal Program

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: The attached letter was received by Commissioner Brenner and forwarded for consideration by the full board.

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Brianna Speldrich
4358 Miller Road
Barnum, MN 55707

June 12th, 2020

My name is Brianna Speldrich and I am submitting an application to serve as a member of the Governor's Council of Minnesota's Coastal Program. I am writing this letter to ask for your resolution of support. I am a resident of Carlton County and believe that I can make a positive contribution to this program which ultimately will benefit my community and others in the Lake Superior coastal area.

I obtained my master's degree in geology with a concentration in hydrogeology and water quality in 2019 from the University of North Dakota. While enrolled as a graduate student, I taught introductory geology classes and worked as a student hydrologist with the U.S. Geological Survey. My master's thesis research included measuring the water quality of lakes, streams, ponds, and groundwater springs in Itasca State Park and developing a groundwater model that is of use to watershed managers.

The beauty of the Lake Superior coastal area and the abundant outdoor recreation opportunities are what prompted me to pursue employment in the City of Duluth following my graduation from UND. I currently work as an assistant geologist/environmental scientist with the environmental consulting firm, WSP. I specialize in environmental compliance and environmental due diligence and work to ensure that our utility clients are following best management practices and protecting the environment while they perform essential maintenance and construction projects.

Prior to attending graduate school, I worked as a middle school science teacher in Bemidji, MN and spent summers working as a naturalist at Long Lake Conservation Center in Palisade, MN. I have fond memories of both of these positions as they allowed me to share my love of nature with children. Outside of work, my hobbies include exploring state parks with my husband, Kyle, photographing wildlife on our property in rural Barnum, tending to my vegetable and flower gardens, dining at local restaurants, and sewing clothing and quilts.

I am very happy to live and work in this area and I have a strong desire to get involved in my community and find ways to benefit Lake Superior's coastal area. I feel that my knowledge of water quality and environmental protection will allow me to positively contribute to this program. Please feel free to reach out if you would like any additional information by phone (218-576-4150) or by email (brifuller32@hotmail.com). Thank you for your consideration.

Sincerely,


Brianna Speldrich

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

H-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 12/21/2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Lauri Ketola
Title of Item for Consideration: Joint Powers Agreement and Subscriber Agreement with BCA
Presenter: Lauri Ketola

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

Necessary to fulfill duties of office

Supporting Attachments

- JPA and Subscriber Agreement

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

CJDN Fee Structure

Effective July 2018

Statements:

All agencies receiving data from the BCA or through the BCA will be charged at least \$50 per-month. (Regardless if they are connected directly to us or not)

Current paying agencies will continue to pay their current monthly fee regardless of the method of connection. (Exception: See VPN agency charges below)

New agencies will pay \$50 per-month.

Agencies that are currently not paying any fees will be charged \$50 per-month.

VPN agencies will pay \$50 per-month plus \$15.00 per-fob p/m (for CJA & Private Law Firm) or \$35 per-fob p/m (for NCJA).

\$100 one-time charge plus \$100.00 fob replacement charge (fobs have a 4-5 year renewal cycle).

* BCA Master Agreement with Agency will have language added to reflect Agency/PLF arrangement. Agreement will also allow PLF to support multiple agencies with single connection.

Connection types:

- 1. VPN – Site-Site Connection directly to BCA**
- 2. Direct (CJDN connection)**
(Additional MN-IT billing is direct to agency upon BCA approving MN-IT CJDN WAN Agreement
Agency shall have an appropriate agreement (Management Control Agreement with MN.IT))
- 3. Shared – Agency shares connection with another BCA connected agency**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)
- 4. Extended – Extending a network connection from a BCA connected agency to an existing agency.**
(Agencies are advised to put in place an interagency Agreement (sometimes referred to as downstream agency or agency sitting behind another agency agreement).)

**STATE OF MINNESOTA
JOINT POWERS AGREEMENT
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of Carlton on behalf of its Prosecuting Attorney ("Agency").

Recitals

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

Agreement

1 Term of Agreement

- 1.1 **Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 **Expiration date:** This Agreement expires five years from the date it is effective.

2 Agreement between the Parties

2.1 General access. BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

2.2 Methods of access.

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

A. Direct access occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.

B. Indirect access occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.

C. Computer-to-computer system interface occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

2.3 Federal systems access. In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

2.4 Agency policies. Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://bcanextest.x.state.mn.us/launchpad/>.

2.5 Agency resources. To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

2.6 Access granted.

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

2.7 Future access. On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

2.8 Limitations on access. BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

2.9 Supersedes prior agreements. This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

2.10 Requirement to update information. The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, BCA.ServiceDesk@state.mn.us.

2.11 Transaction record. The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must

keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

2.12 Court information access. Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

2.13 Vendor personnel screening. The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

3 Payment

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent quarterly for the amount of One Hundred Fifty dollars (\$150.00) or a total annual cost of Six Hundred dollars (\$600.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

4 Authorized Representatives

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Lauri Ketola, County Attorney, 317 Walnut Ave, PO Box 300, Carlton, MN 55718, (218) 384-9166, or his/her successor.

5 Assignment, Amendments, Waiver, and Contract Complete

5.1 Assignment. Neither party may assign nor transfer any rights or obligations under this Agreement.

5.2 Amendments. Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

5.3 Waiver. If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

5.4 Contract Complete. This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

6 Liability

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

7 Audits

7.1 Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

7.2 Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

7.3 If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

7.4 To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

8 Government Data Practices

8.1 **BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

8.2 **Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

9 Investigation of alleged violations; sanctions

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

9.1 **Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

9.2 Sanctions Involving Only BCA Systems and Tools.

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a

collective bargaining agreement.

9.2.1 For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

9.2.2 If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

9.3 Sanctions Involving Only Court Data Services

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

9.3.1 Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

9.3.2 Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

10 Venue

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11 Termination

11.1 Termination. The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

11.2 Termination for Insufficient Funding. Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will 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. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

12 Continuing obligations

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government Data Practices; 9. Investigation of alleged violations; sanctions; and 10. Venue.

The parties indicate their agreement and authority to execute this Agreement by signing below.

1. AGENCY

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF
CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

COURT DATA SERVICES SUBSCRIBER AMENDMENT TO CJDN SUBSCRIBER AGREEMENT

This Court Data Services Subscriber Amendment (“Subscriber Amendment”) is entered into by the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension, (“BCA”) and the County of Carlton on Prosecuting Attorney (“Agency”), and by and for the benefit of the State of Minnesota acting through its State Court Administrator’s Office (“Court”) who shall be entitled to enforce any provisions hereof through any legal action against any party.

Recitals

This Subscriber Amendment modifies and supplements the Agreement between the BCA and Agency, SWIFT Contract number 177425, of even or prior date, for Agency use of BCA systems and tools (referred to herein as “the CJDN Subscriber Agreement”). Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes this Subscriber Amendment. The Agency desires to use one or more BCA systems and tools to access and/or submit Court Records to assist the Agency in the efficient performance of its duties as required or authorized by law or court rule. Court desires to permit such access and/or submission. This Subscriber Amendment is intended to add Court as a party to the CJDN Subscriber Agreement and to create obligations by the Agency to the Court that can be enforced by the Court. It is also understood that, pursuant to the Master Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA, the BCA is authorized to sign this Subscriber Amendment on behalf of Court. Upon execution the Subscriber Amendment will be incorporated into the CJDN Subscriber Agreement by reference. The BCA, the Agency and the Court desire to amend the CJDN Subscriber Agreement as stated below.

The CJDN Subscriber Agreement is amended by the addition of the following provisions:

1. **TERM; TERMINATION; ONGOING OBLIGATIONS.** This Subscriber Amendment shall be effective on the date finally executed by all parties and shall remain in effect until expiration or termination of the CJDN Subscriber Agreement unless terminated earlier as provided in this Subscriber Amendment. Any party may terminate this Subscriber Amendment with or without cause by giving written notice to all other parties. The effective date of the termination shall be thirty days after the other party's receipt of the notice of termination, unless a later date is specified in the notice. The provisions of sections 5 through 9, 12.b., 12.c., and 15 through 24 shall survive any termination of this Subscriber Amendment as shall any other provisions which by their nature are intended or expected to survive such termination. Upon termination, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

2. **Definitions.** Unless otherwise specifically defined, each term used herein shall have the meaning assigned to such term in the CJDN Subscriber Agreement.

a. **“Authorized Court Data Services”** means Court Data Services that have been authorized for delivery to CJDN Subscribers via BCA systems and tools pursuant to an Authorization Amendment to the Joint Powers Agreement for Delivery of Court Data Services to CJDN Subscribers (“Master Authorization Agreement”) between the Court and the BCA.

b. **“Court Data Services”** means one or more of the services set forth on the Justice Agency Resource webpage of the Minnesota Judicial Branch website (for which the current address is www.courts.state.mn.us) or other location designated by the Court, as the same may be amended from time to time by the Court.

c. **“Court Records”** means all information in any form made available by the Court to Subscriber through the BCA for the purposes of carrying out this Subscriber Amendment, including:

- i. **“Court Case Information”** means any information in the Court Records that conveys information about a particular case or controversy, including without limitation Court Confidential Case Information, as defined herein.
- ii. **“Court Confidential Case Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that conveys information about a particular case or controversy.
- iii. **“Court Confidential Security and Activation Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access and that explains how to use or gain access to Court Data Services, including but not limited to login account names, passwords, TCP/IP addresses, Court Data Services user manuals, Court Data Services Programs, Court Data Services Databases, and other technical information.
- iv. **“Court Confidential Information”** means any information in the Court Records that is inaccessible to the public pursuant to the Rules of Public Access, including without limitation both i) Court Confidential Case Information; and ii) Court Confidential Security and Activation Information.

d. **“DCA”** shall mean the district courts of the state of Minnesota and their respective staff.

e. **“Policies & Notices”** means the policies and notices published by the Court in connection with each of its Court Data Services, on a website or other location designated by the Court, as the same may be amended from time to time by the Court. Policies & Notices for each Authorized Court Data Service identified in an approved request form under section 3, below, are hereby made part of this Subscriber Amendment by this reference and provide additional terms and conditions that govern Subscriber’s use of Court Records accessed through such services, including but not limited to provisions on access and use limitations.

f. **“Rules of Public Access”** means the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court, as the same may be amended from time to time, including without limitation lists or tables published from time to time by the Court entitled *Limits on Public Access to Case Records or Limits on Public Access to Administrative Records*, all of which by this reference are made a part of this Subscriber Amendment. It is the obligation of Subscriber to check from time to time for updated rules, lists, and tables and be familiar with the contents thereof. It is contemplated that such rules, lists, and tables will be posted on the Minnesota Judicial Branch website, for which the current address is www.courts.state.mn.us.

g. **“Court”** shall mean the State of Minnesota, State Court Administrator's Office.

h. **“Subscriber”** shall mean the Agency.

i. **“Subscriber Records”** means any information in any form made available by the Subscriber to the Court for the purposes of carrying out this Subscriber Amendment.

3. REQUESTS FOR AUTHORIZED COURT DATA SERVICES. Following execution of this Subscriber Amendment by all parties, Subscriber may submit to the BCA one or more separate requests for Authorized Court Data Services. The BCA is authorized in the Master Authorization Agreement to process, credential and approve such requests on behalf of Court and all such requests approved by the BCA are adopted and incorporated herein by this reference the same as if set forth verbatim herein.

a. **Activation.** Activation of the requested Authorized Court Data Service(s) shall occur promptly following approval.

b. **Rejection.** Requests may be rejected for any reason, at the discretion of the BCA and/or the Court.

c. **Requests for Termination of One or More Authorized Court Data Services.** The Subscriber may request the termination of an Authorized Court Data Services previously requested by submitting a notice to Court with a copy to the BCA. Promptly upon receipt of a request for termination of an Authorized Court Data Service, the BCA will deactivate the service requested. The termination of one or more Authorized Court Data Services does not terminate this Subscriber Amendment. Provisions for termination of this Subscriber Amendment are set forth in section 1. Upon termination of Authorized Court Data Services, the Subscriber shall perform the responsibilities set forth in paragraph 7(f) hereof.

4. SCOPE OF ACCESS TO COURT RECORDS LIMITED. Subscriber's access to and/or submission of the Court Records shall be limited to Authorized Court Data Services identified in an approved request form under section 3, above, and other Court Records necessary for Subscriber to use Authorized Court Data Services. Authorized Court Data Services shall only be used according to the instructions provided in corresponding Policies & Notices or other materials and only as necessary to assist Subscriber in the efficient performance of Subscriber's duties

required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body. Subscriber's access to the Court Records for personal or non-official use is prohibited. Subscriber will not use or attempt to use Authorized Court Data Services in any manner not set forth in this Subscriber Amendment, Policies & Notices, or other Authorized Court Data Services documentation, and upon any such unauthorized use or attempted use the Court may immediately terminate this Subscriber Amendment without prior notice to Subscriber.

5. GUARANTEES OF CONFIDENTIALITY. Subscriber agrees:

a. To not disclose Court Confidential Information to any third party except where necessary to carry out the Subscriber's duties as required or authorized by law or court rule in connection with any civil, criminal, administrative, or arbitral proceeding in any Federal, State, or local court or agency or before any self-regulatory body.

b. To take all appropriate action, whether by instruction, agreement, or otherwise, to insure the protection, confidentiality and security of Court Confidential Information and to satisfy Subscriber's obligations under this Subscriber Amendment.

c. To limit the use of and access to Court Confidential Information to Subscriber's bona fide personnel whose use or access is necessary to effect the purposes of this Subscriber Amendment, and to advise each individual who is permitted use of and/or access to any Court Confidential Information of the restrictions upon disclosure and use contained in this Subscriber Amendment, requiring each individual who is permitted use of and/or access to Court Confidential Information to acknowledge in writing that the individual has read and understands such restrictions. Subscriber shall keep such acknowledgements on file for one year following termination of the Subscriber Amendment and/or CJDN Subscriber Agreement, whichever is longer, and shall provide the Court with access to, and copies of, such acknowledgements upon request. For purposes of this Subscriber Amendment, Subscriber's bona fide personnel shall mean individuals who are employees of Subscriber or provide services to Subscriber either on a voluntary basis or as independent contractors with Subscriber.

d. That, without limiting section 1 of this Subscriber Amendment, the obligations of Subscriber and its bona fide personnel with respect to the confidentiality and security of Court Confidential Information shall survive the termination of this Subscriber Amendment and the CJDN Subscriber Agreement and the termination of their relationship with Subscriber.

e. That, notwithstanding any federal or state law applicable to the nondisclosure obligations of Subscriber and Subscriber's bona fide personnel under this Subscriber Amendment, such obligations of Subscriber and Subscriber's bona fide personnel are founded independently on the provisions of this Subscriber Amendment.

6. APPLICABILITY TO PREVIOUSLY DISCLOSED COURT RECORDS.

Subscriber acknowledges and agrees that all Authorized Court Data Services and related Court Records disclosed to Subscriber prior to the effective date of this Subscriber Amendment shall be subject to the provisions of this Subscriber Amendment.

7. LICENSE AND PROTECTION OF PROPRIETARY RIGHTS. During the term of this Subscriber Amendment, subject to the terms and conditions hereof, the Court hereby grants to Subscriber a nonexclusive, nontransferable, limited license to use Court Data Services Programs and Court Data Services Databases to access or receive the Authorized Court Data Services identified in an approved request form under section 3, above, and related Court Records. Court reserves the right to make modifications to the Authorized Court Data Services, Court Data Services Programs, and Court Data Services Databases, and related materials without notice to Subscriber. These modifications shall be treated in all respects as their previous counterparts.

a. Court Data Services Programs. Court is the copyright owner and licensor of the Court Data Services Programs. The combination of ideas, procedures, processes, systems, logic, coherence and methods of operation embodied within the Court Data Services Programs, and all information contained in documentation pertaining to the Court Data Services Programs, including but not limited to manuals, user documentation, and passwords, are trade secret information of Court and its licensors.

b. Court Data Services Databases. Court is the copyright owner and licensor of the Court Data Services Databases and of all copyrightable aspects and components thereof. All specifications and information pertaining to the Court Data Services Databases and their structure, sequence and organization, including without limitation data schemas such as the Court XML Schema, are trade secret information of Court and its licensors.

c. Marks. Subscriber shall neither have nor claim any right, title, or interest in or use of any trademark used in connection with Authorized Court Data Services, including but not limited to the marks "MNCIS" and "Odyssey."

d. Restrictions on Duplication, Disclosure, and Use. Trade secret information of Court and its licensors will be treated by Subscriber in the same manner as Court Confidential Information. In addition, Subscriber will not copy any part of the Court Data Services Programs or Court Data Services Databases, or reverse engineer or otherwise attempt to discern the source code of the Court Data Services Programs or Court Data Services Databases, or use any trademark of Court or its licensors, in any way or for any purpose not specifically and expressly authorized by this Subscriber Amendment. As used herein, "trade secret information of Court and its licensors" means any information possessed by Court which derives independent economic value from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use. "Trade secret information of Court and its licensors" does not, however, include information which was known to Subscriber prior to Subscriber's receipt thereof, either directly or indirectly, from Court or its licensors, information which is independently developed by Subscriber without reference to or use of information received from Court or its licensors, or information which would not qualify as a trade secret under Minnesota law. It will not be a violation of this section 7, sub-section d, for Subscriber to make up to one copy of training materials and configuration documentation, if any, for each individual authorized to access, use, or configure Authorized Court Data Services, solely for its own use in connection with this Subscriber Amendment. Subscriber will take all steps reasonably necessary to protect the copyright, trade secret, and trademark rights of Court and its licensors and Subscriber will advise its bona fide personnel who are permitted access to any of the Court Data Services Programs and Court Data Services Databases, and trade secret information of Court and its licensors, of the restrictions upon duplication, disclosure and use contained in this Subscriber Amendment.

e. Proprietary Notices. Subscriber will not remove any copyright or proprietary notices included in and/or on the Court Data Services Programs or Court Data Services Databases, related documentation, or trade secret information of Court and its licensors, or any part thereof, made available by Court directly or through the BCA, if any, and Subscriber will include in and/or on any copy of the Court Data Services Programs or Court Data Services Databases, or trade secret information of Court and its licensors and any documents pertaining thereto, the same copyright and other proprietary notices as appear on the copies made available to Subscriber by Court directly or through the BCA, except that copyright notices shall be updated and other proprietary notices added as may be appropriate.

f. Title; Return. The Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration material, if any, and logon account information and passwords, if any, made available by the Court to Subscriber directly or through the BCA and all copies, including partial copies, thereof are and remain the property of the respective licensor. Except as expressly provided in section 12.b., within ten days of the effective date of termination of this Subscriber Amendment or the CJDN Subscriber Agreement or within ten days of a request for termination of Authorized Court Data Service as described in section 4, Subscriber shall either: (i) uninstall and return any and all copies of the applicable Court Data Services Programs and Court Data Services Databases, and related documentation, including but not limited to training and configuration materials, if any, and logon account information, if any; or (2) destroy the same and certify in writing to the Court that the same have been destroyed.

8. INJUNCTIVE RELIEF. Subscriber acknowledges that the Court, Court's licensors, and DCA will be irreparably harmed if Subscriber's obligations under this Subscriber Amendment are not specifically enforced and that the Court, Court's licensors, and DCA would not have an adequate remedy at law in the event of an actual or threatened violation by Subscriber of its obligations. Therefore, Subscriber agrees that the Court, Court's licensors, and DCA shall be entitled to an injunction or any appropriate decree of specific performance for any actual or threatened violations or breaches by Subscriber or its bona fide personnel without the necessity of the Court, Court's licensors, or DCA showing actual damages or that monetary damages would not afford an adequate remedy. Unless Subscriber is an office, officer, agency, department, division, or bureau of the state of Minnesota, Subscriber shall be liable to the Court, Court's licensors, and DCA for reasonable attorneys fees incurred by the Court, Court's licensors, and DCA in obtaining any relief pursuant to this Subscriber Amendment.

9. LIABILITY. Subscriber and the Court agree that, except as otherwise expressly provided herein, each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for the acts of any others and the results thereof. Liability shall be governed by applicable law. Without limiting the foregoing, liability of the Court and any Subscriber that is an office, officer, agency, department, division, or bureau of the state of Minnesota shall be governed by the provisions of the Minnesota Tort Claims Act, Minnesota Statutes, section 3.376, and other applicable law. Without limiting the foregoing, if Subscriber is a political subdivision of the state of Minnesota, liability of the Subscriber shall be governed by the provisions of Minn. Stat. Ch. 466 (Tort Liability, Political Subdivisions) or other applicable law. Subscriber and Court further acknowledge that the liability, if any, of the BCA is governed by a separate agreement between the Court and the BCA dated December 13, 2010 with DPS-M -0958.

10. **AVAILABILITY.** Specific terms of availability shall be established by the Court and communicated to Subscriber by the Court and/or the BCA. The Court reserves the right to terminate this Subscriber Amendment immediately and/or temporarily suspend Subscriber's Authorized Court Data Services in the event the capacity of any host computer system or legislative appropriation of funds is determined solely by the Court to be insufficient to meet the computer needs of the courts served by the host computer system.

11. [reserved]

12. **ADDITIONAL USER OBLIGATIONS.** The obligations of the Subscriber set forth in this section are in addition to the other obligations of the Subscriber set forth elsewhere in this Subscriber Amendment.

a. **Judicial Policy Statement.** Subscriber agrees to comply with all policies identified in Policies & Notices applicable to Court Records accessed by Subscriber using Authorized Court Data Services. Upon failure of the Subscriber to comply with such policies, the Court shall have the option of immediately suspending the Subscriber's Authorized Court Data Services on a temporary basis and/or immediately terminating this Subscriber Amendment.

b. **Access and Use; Log.** Subscriber shall be responsible for all access to and use of Authorized Court Data Services and Court Records by Subscriber's bona fide personnel or by means of Subscriber's equipment or passwords, whether or not Subscriber has knowledge of or authorizes such access and use. Subscriber shall also maintain a log identifying all persons to whom Subscriber has disclosed its Court Confidential Security and Activation Information, such as user ID(s) and password(s), including the date of such disclosure. Subscriber shall maintain such logs for a minimum period of six years from the date of disclosure, and shall provide the Court with access to, and copies of, such logs upon request. The Court may conduct audits of Subscriber's logs and use of Authorized Court Data Services and Court Records from time to time. Upon Subscriber's failure to maintain such logs, to maintain accurate logs, or to promptly provide access by the Court to such logs, the Court may terminate this Subscriber Amendment without prior notice to Subscriber.

c. **Personnel.** Subscriber agrees to investigate, at the request of the Court and/or the BCA, allegations of misconduct pertaining to Subscriber's bona fide personnel having access to or use of Authorized Court Data Services, Court Confidential Information, or trade secret information of the Court and its licensors where such persons are alleged to have violated the provisions of this Subscriber Amendment, Policies & Notices, Judicial Branch policies, or other security requirements or laws regulating access to the Court Records.

d. **Minnesota Data Practices Act Applicability.** If Subscriber is a Minnesota Government entity that is subject to the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, Subscriber acknowledges and agrees that: (1) the Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court; (2) Minn. Stat. section 13.03, subdivision 4(e) requires that Subscriber comply with the Rules of Public Access and other rules promulgated by the Minnesota Supreme Court for access to Court Records provided via the

BCA systems and tools under this Subscriber Amendment; (3) the use of and access to Court Records may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law; and (4) these applicable restrictions must be followed in the appropriate circumstances.

13. FEES; INVOICES. Unless the Subscriber is an office, officer, department, division, agency, or bureau of the state of Minnesota, Subscriber shall pay the fees, if any, set forth in applicable Policies & Notices, together with applicable sales, use or other taxes. Applicable monthly fees commence ten (10) days after notice of approval of the request pursuant to section 3 of this Subscriber Amendment or upon the initial Subscriber transaction as defined in the Policies & Notices, whichever occurs earlier. When fees apply, the Court shall invoice Subscriber on a monthly basis for charges incurred in the preceding month and applicable taxes, if any, and payment of all amounts shall be due upon receipt of invoice. If all amounts are not paid within 30 days of the date of the invoice, the Court may immediately cancel this Subscriber Amendment without notice to Subscriber and pursue all available legal remedies. Subscriber certifies that funds have been appropriated for the payment of charges under this Subscriber Amendment for the current fiscal year, if applicable.

14. MODIFICATION OF FEES. Court may modify the fees by amending the Policies & Notices as provided herein, and the modified fees shall be effective on the date specified in the Policies & Notices, which shall not be less than thirty days from the publication of the Policies & Notices. Subscriber shall have the option of accepting such changes or terminating this Subscriber Amendment as provided in section 1 hereof.

15. WARRANTY DISCLAIMERS.

a. WARRANTY EXCLUSIONS. EXCEPT AS SPECIFICALLY AND EXPRESSLY PROVIDED HEREIN, COURT, COURT'S LICENSORS, AND DCA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, NOR ARE ANY WARRANTIES TO BE IMPLIED, WITH RESPECT TO THE INFORMATION, SERVICES OR COMPUTER PROGRAMS MADE AVAILABLE UNDER THIS AGREEMENT.

b. ACCURACY AND COMPLETENESS OF INFORMATION. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING PARAGRAPH, COURT, COURT'S LICENSORS, AND DCA MAKE NO WARRANTIES AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION CONTAINED IN THE COURT RECORDS.

16. RELATIONSHIP OF THE PARTIES. Subscriber is an independent contractor and shall not be deemed for any purpose to be an employee, partner, agent or franchisee of the Court, Court's licensors, or DCA. Neither Subscriber nor the Court, Court's licensors, or DCA shall have the right nor the authority to assume, create or incur any liability or obligation of any kind, express or implied, against or in the name of or on behalf of the other.

17. NOTICE. Except as provided in section 2 regarding notices of or modifications to Authorized Court Data Services and Policies & Notices, any notice to Court or Subscriber

hereunder shall be deemed to have been received when personally delivered in writing or seventy-two (72) hours after it has been deposited in the United States mail, first class, proper postage prepaid, addressed to the party to whom it is intended at the address set forth on page one of this Agreement or at such other address of which notice has been given in accordance herewith.

18. NON-WAIVER. The failure by any party at any time to enforce any of the provisions of this Subscriber Amendment or any right or remedy available hereunder or at law or in equity, or to exercise any option herein provided, shall not constitute a waiver of such provision, remedy or option or in any way affect the validity of this Subscriber Amendment. The waiver of any default by either Party shall not be deemed a continuing waiver, but shall apply solely to the instance to which such waiver is directed.

19. FORCE MAJEURE. Neither Subscriber nor Court shall be responsible for failure or delay in the performance of their respective obligations hereunder caused by acts beyond their reasonable control.

20. SEVERABILITY. Every provision of this Subscriber Amendment shall be construed, to the extent possible, so as to be valid and enforceable. If any provision of this Subscriber Amendment so construed is held by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable, such provision shall be deemed severed from this Subscriber Amendment, and all other provisions shall remain in full force and effect.

21. ASSIGNMENT AND BINDING EFFECT. Except as otherwise expressly permitted herein, neither Subscriber nor Court may assign, delegate and/or otherwise transfer this Subscriber Amendment or any of its rights or obligations hereunder without the prior written consent of the other. This Subscriber Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns, including any other legal entity into, by or with which Subscriber may be merged, acquired or consolidated.

22. GOVERNING LAW. This Subscriber Amendment shall in all respects be governed by and interpreted, construed and enforced in accordance with the laws of the United States and of the State of Minnesota.

23. VENUE AND JURISDICTION. Any action arising out of or relating to this Subscriber Amendment, its performance, enforcement or breach will be venued in a state or federal court situated within the State of Minnesota. Subscriber hereby irrevocably consents and submits itself to the personal jurisdiction of said courts for that purpose.

24. INTEGRATION. This Subscriber Amendment contains all negotiations and agreements between the parties. No other understanding regarding this Subscriber Amendment, whether written or oral, may be used to bind either party, provided that all terms and conditions of the CJDN Subscriber Agreement and all previous amendments remain in full force and effect except as supplemented or modified by this Subscriber Amendment.

IN WITNESS WHEREOF, the Parties have, by their duly authorized officers, executed this Subscriber Amendment in duplicate, intending to be bound thereby.

1. SUBSCRIBER (AGENCY)

Subscriber must attach written verification of authority to sign on behalf of and bind the entity, such as an opinion of counsel or resolution.

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

**2. DEPARTMENT OF PUBLIC SAFETY,
BUREAU OF CRIMINAL APPREHENSION**

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with delegated authority)

Date: _____

3. COMMISSIONER OF ADMINISTRATION
delegated to Materials Management Division

By: _____

Date: _____

4. COURTS

Authority granted to Bureau of Criminal Apprehension

Name: _____
(PRINTED)

Signed: _____

Title: _____
(with authorized authority)

Date: _____

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

H-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: June 22, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Consider approving contract with Tony Mancuso as a general consultant regarding space use and the hiring of a construction manager and Architect/Engineer for the jail

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 Building Committee initiated and supports this request

Summary: Mr. Mancuso is willing to work as an independent consultant at an hourly rate of \$75, mileage and incidentals.

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-4
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: June 22, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Consider status of a countywide diversity committee and review of the county's mission statement to include a diversity component

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: It has been requested to discuss including a diversity component in the county mission statement as well as to discuss growing the diversity committee from a PHHS entity to one with a countywide responsibility.

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-5
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: June 22, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Consider request to certify acceptance of CARES Act funds

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 will receive CARES Act money. As of the date of this IFC, the amount is not known. Currently, the senate bill, SF 47, requires that each County certify request for funds in a manner to be determined by Commissioner of MMD. The manner of certification is unknown at this time but should be known by the June 22nd Board meeting. It is suggested that the Board consider passage of a formal resolution (in case its needed) because otherwise, they may have to have an emergency meeting to complete it before June 30.

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-6
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: June 22, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Consider authorizing the sale of the Passpoint machine

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 Carlton County Drug Court

Summary: The Passpoint machine was purchased a few years ago to conduct CD tests without using a urine sample. However, the decision was made eventually to not use it. Another judicial district is interested in possibly purchasing it. The request is for permission to negotiate a sale. It currently sits in the basement of the LEC.

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-7
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 6-22-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Marv Bodie
Title of Item for Consideration: consider appointment of Leah Pykkonen to the Human Services Advisory Committee
Presenter: Marv Bodie

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated