

Carlton County
Board of Commissioners
*****ADJOURNED SESSION*****
Monday, September 28, 2020
4:00 p.m.
Carlton County Transportation Building

Watch the meeting live at:
<https://www.co.carlton.mn.us/meetings>

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 September 8, 2020, Regular Session
6. Visitors:
 - a. Public Meeting for Premier Horticulture – MN DNR Lease at 4:30 p.m. (see D-2)
 - b.
 - c.

B. Human Services

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

B. Human Services (continued)

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

C. Zoning and Environmental Services

D. Land and Building

1. Accept DNR Grant
2. Public Hearing Premier Horticulture – MN DNR Peat Lease

E. Transportation

1. Mechanic 1 position
2. Final Pay Request SAP 009-608-037

F. Public Safety

G. Tax Matters

H. Administrative - Other

1. COVID-19 Updated Business Plan
2. Set the 2021 Proposed Budget and Levy

3. Set the time, date and location for the 2021 Truth in Taxation property tax hearing
4. Request to approve unpaid medical leave of absence for Zoning Department Staff
5. Approve allocation of CARES Act Election Grant fund to municipalities
6. Consider Carlton County Mortgage Subordination to Frandsen Bank – Willows Edge LLC
7. SIP Renewal contracts amendments for Potlatch Deltic & IBP
8. Consider support for the Northland Foundation Grant partnership opportunity
9. Reappoint CEC UM Extension Committee members and post opening
10. SIP Consultant update
11. Consideration of proposed resolution of the matter of Olthoff v. Carlton County, et al. (Case N. 20-cv-00956 (ECT-LIB))
12. Approve liquor license application for Rugged Spruce Golf Club

I. Unorganized Township Matters

1. Consider approval of Proposed 2021 Unorganized Township Budgets
2. Consider approval of Proposed 2021 Unorganized Township Levies

J. Commissioners Comments and Meetings Attended

K. Correspondence

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

A-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 28 September
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Land Department
Title of Item for Consideration: Accept DNR Grant
Presenter: Greg Bernu

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

Wood City Riders and Moose Horn Rod & Gun Club were awarded DNR Snowmobile Improvement Grant Awards for their respective trails. As Carlton County is the Grant in Aid Trail Sponsor and Fiscal Agent, we must by resolution (accompanying) accept the Grant dollars



**DEPARTMENT OF
NATURAL RESOURCES**

Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road
St. Paul, MN 55155-4039

June 29, 2020

Gregory Bernu
Carlton County Land Commissioner
301 Walnut Ave PO Box 130
Carlton, MN 55718
Greg.Bernu@co.carlton.mn.us

RE: Moose Horn Snowmobile Club, FY20 Snowmobile Trail Improvement Grant
Bridge Replacement (Nickerson Trail)

Dear Mr. Bernu,

Congratulations! The Department of Natural Resources will be awarding a reimbursement grant totaling \$ 17,250 for your project "Bridge Replacement (Nickerson Trail)". In the past, the DNR has been required to wait for an executed contract before work could begin. Effective this year, projects can now begin immediately and reimbursements can be submitted immediately after the contract is executed. Based on this new change to the program, funds may be spent on the project, however, please be advised that only eligible expenses as noted in the Trail Improvement Manual can be reimbursed. The content of the contract will be directly based on the information provided in the approved application submitted and will be binding to this award letter.

For this grant, the Sponsor is the responsible party to ensure all required permits are obtained and fiscal processes are adhered to when the club or organization submits requests for eligible expenses.

We are notifying you at this time so that you can begin completing the required documentation (see enclosed checklist) before the DNR can enter into a contractual agreement for your project. The required documentation includes certifications of compliance with regulations that relate to your project and applicable approvals from state regulatory agencies. While snowmobile trail work conducted during the winter have been exempted from many types of permits, the work you may be conducting as part of your trail improvement project may require permits. The Parks and Trails area supervisor for your respective project has been notified of your grant award and must be consulted regarding any required permitting **before** work begins. Your sponsor will be responsible to ensure all permits are submitted and completed in accordance with state and federal laws.

Additional information regarding contacts in your county for water-related permits, including work to culverts, bridges, and wetlands, can be found online at:

https://www.dnr.state.mn.us/permits/water/water_permit_contacts.html. In addition, guidance on the types of permitting required for water-related permits can be found at:

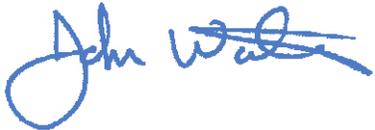
https://www.dnr.state.mn.us/waters/watermgmt_section/pwpermits/requirements.html.

- All items indicated on the checklist must be completed and returned to DNR Division of Parks

- and Trails, Attn: John Waters, 500 Lafayette Road, St. Paul, MN 55155, by **February 1, 2021**.
- You should **begin this paperwork immediately** to allow enough time to meet the above deadline.
 - The Work Logs and Request for Reimbursement forms required for reimbursement are found on the DNR Snowmobile Trails Assistance Program (Grant-in-Aid) webpage at: https://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html.
 - The forms associated with the Required Documentation Checklist are located on the DNR's Trail Grant Project Administration webpage under the "Documentation required prior to grant contract/agreement" section at <https://www.dnr.state.mn.us/grants/recreation/grantee.html>.
 - **When beginning work, ensure that all costs are eligible under the program to ensure you can be reimbursed once the DNR has approved your project and you have a fully signed contract with the State of Minnesota. This letter represents a conditional offer subject to final approval by the DNR and completion of the required documentation noted on the enclosed checklist.**
 - All projects are expected to be completed by June 30, 2021.

If you have any questions regarding the process, please feel free to contact me at (651) 259-5620.

Sincerely,



John Waters, State Trails and Snowmobile Program Consultant
Division of Parks and Trails
(651) 259-5620
John.Waters@state.mn.us

Enclosures

CC: File "Moose Horn Trails 5_21_20"
File "Snowmobile_Trail_Improvement_documentation_checklist_FY20"
File "trail_improvement_reimbursement_form"
File "fy20_giasnowmobile_trailimprovement_work_log_revised"
Dave Nelson, Moose Horn Snowmobile Club Trail Administrator
Mary Straka, Area Supervisor, DNR Parks and Trails



DEPARTMENT OF
NATURAL RESOURCES

Minnesota Department of Natural Resources
Division of Parks and Trails
500 Lafayette Road
St. Paul, MN 55155-4039

June 29, 2020

Gregory Bernu
Carlton County Land Commissioner
301 Walnut Ave PO Box 130
Carlton, MN 55718
Greg.Bernu@co.carlton.mn.us

RE: Wood City Riders, FY20 Snowmobile Trail Improvement Grant
Iverson Trail Reroute

Dear Mr. Bernu,

Congratulations! The Department of Natural Resources will be awarding a reimbursement grant totaling \$23,336 for your project "Iverson Trail Reroute". In the past, the DNR has been required to wait for an executed contract before work could begin. Effective this year, projects can now begin immediately and reimbursements can be submitted immediately after the contract is executed. Based on this new change to the program, funds may be spent on the project, however, please be advised that only eligible expenses as noted in the Trail Improvement Manual can be reimbursed. The content of the contract will be directly based on the information provided in the approved application submitted and will be binding to this award letter.

For this grant, the Sponsor is the responsible party to ensure all required permits are obtained and fiscal processes are adhered to when the club or organization submits requests for eligible expenses. For any land acquired using funds from this grant, a copy of the easement with the Sponsor as the responsible party will be required before the DNR can enter into a contractual agreement for your project.

We are notifying you at this time so that you can begin completing the required documentation (see enclosed checklist) **before** the DNR can enter into a contractual agreement for your project. The required documentation includes certifications of compliance with regulations that relate to your project and applicable approvals from state regulatory agencies. While snowmobile trail work conducted during the winter have been exempted from many types of permits, the work you may be conducting as part of your trail improvement project **may** require permits. The Parks and Trails area supervisor for your respective project has been notified of your grant award and must be consulted regarding any required permitting **before** work begins. Your sponsor will be responsible to ensure all permits are submitted and completed in accordance with state and federal laws.

Additional information regarding contacts in your county for water-related permits, including work to culverts, bridges, and wetlands, can be found online at:

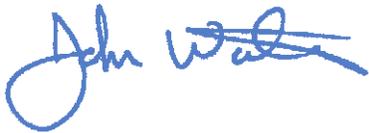
https://www.dnr.state.mn.us/permits/water/water_permit_contacts.html. In addition, guidance on the types of permitting required for water-related permits can be found at:

https://www.dnr.state.mn.us/waters/watermgmt_section/pwpermits/requirements.html.

- All items indicated on the checklist must be completed and returned to DNR Division of Parks and Trails, Attn: John Waters, 500 Lafayette Road, St. Paul, MN 55155, by **February 1, 2021**.
- You should **begin this paperwork immediately** to allow enough time to meet the above deadline.
- The Work Logs and Request for Reimbursement forms required for reimbursement are found on the DNR Snowmobile Trails Assistance Program (Grant-in-Aid) webpage at: https://www.dnr.state.mn.us/grants/recreation/gia_snowmobile.html.
- The forms associated with the Required Documentation Checklist are located on the DNR's Trail Grant Project Administration webpage under the "Documentation required prior to grant contract/agreement" section at <https://www.dnr.state.mn.us/grants/recreation/grantee.html>.
- **When beginning work, ensure that all costs are eligible under the program to ensure you can be reimbursed once the DNR has approved your project and you have a fully signed contract with the State of Minnesota. This letter represents a conditional offer subject to final approval by the DNR and completion of the required documentation noted on the enclosed checklist.**
- All projects are expected to be completed by June 30, 2021.

If you have any questions regarding the process, please feel free to contact me at (651) 259-5620.

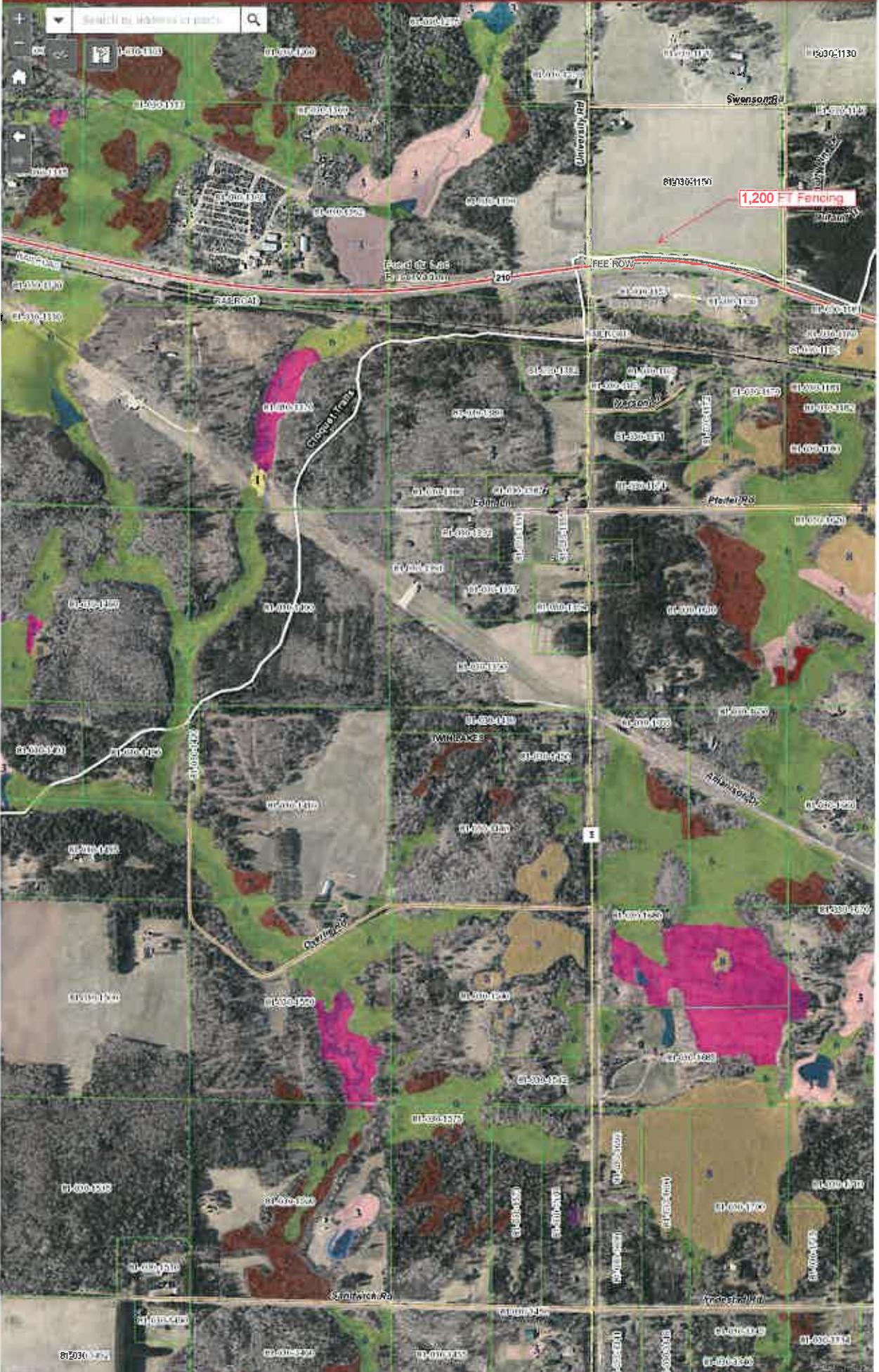
Sincerely,

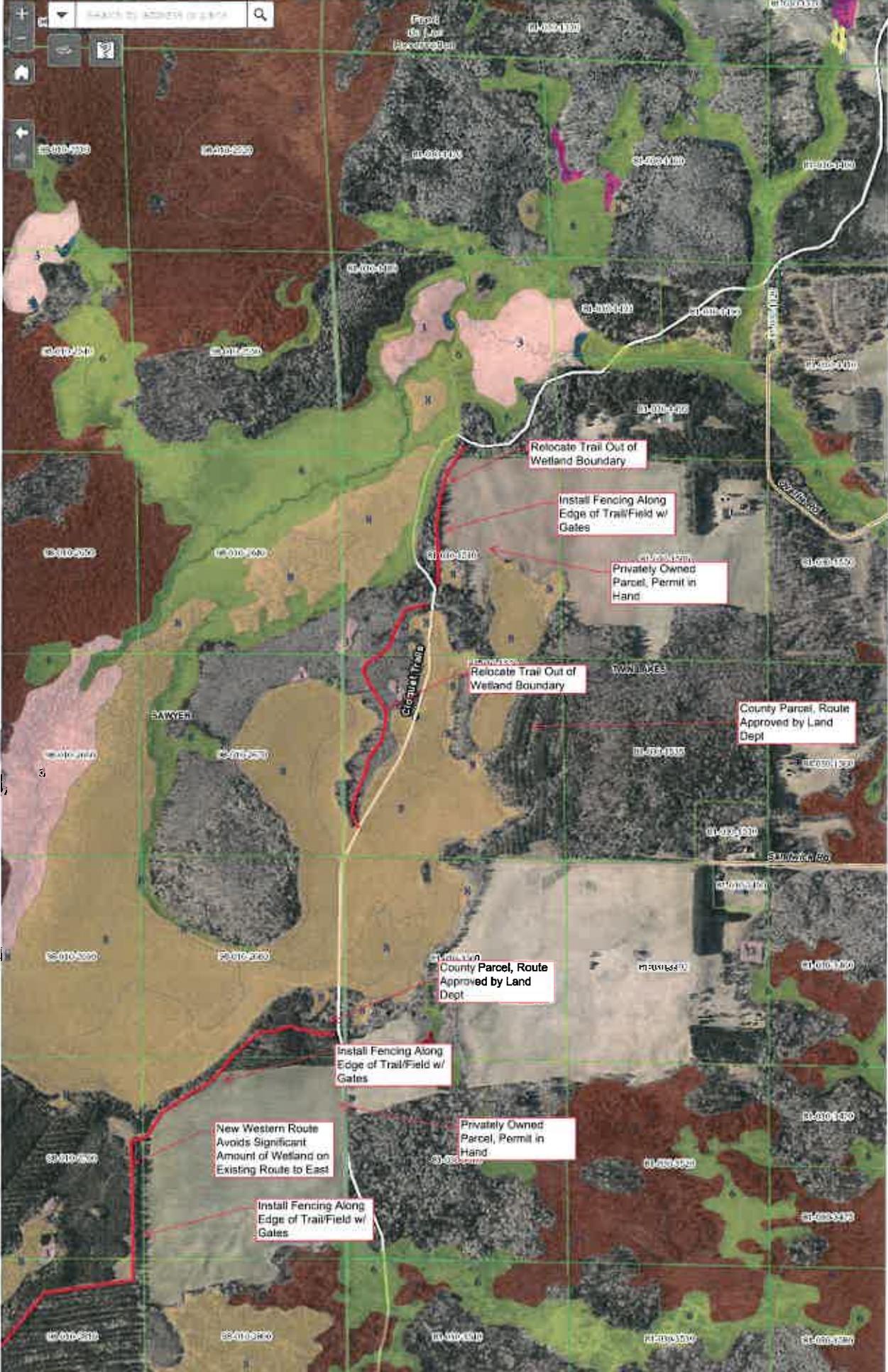


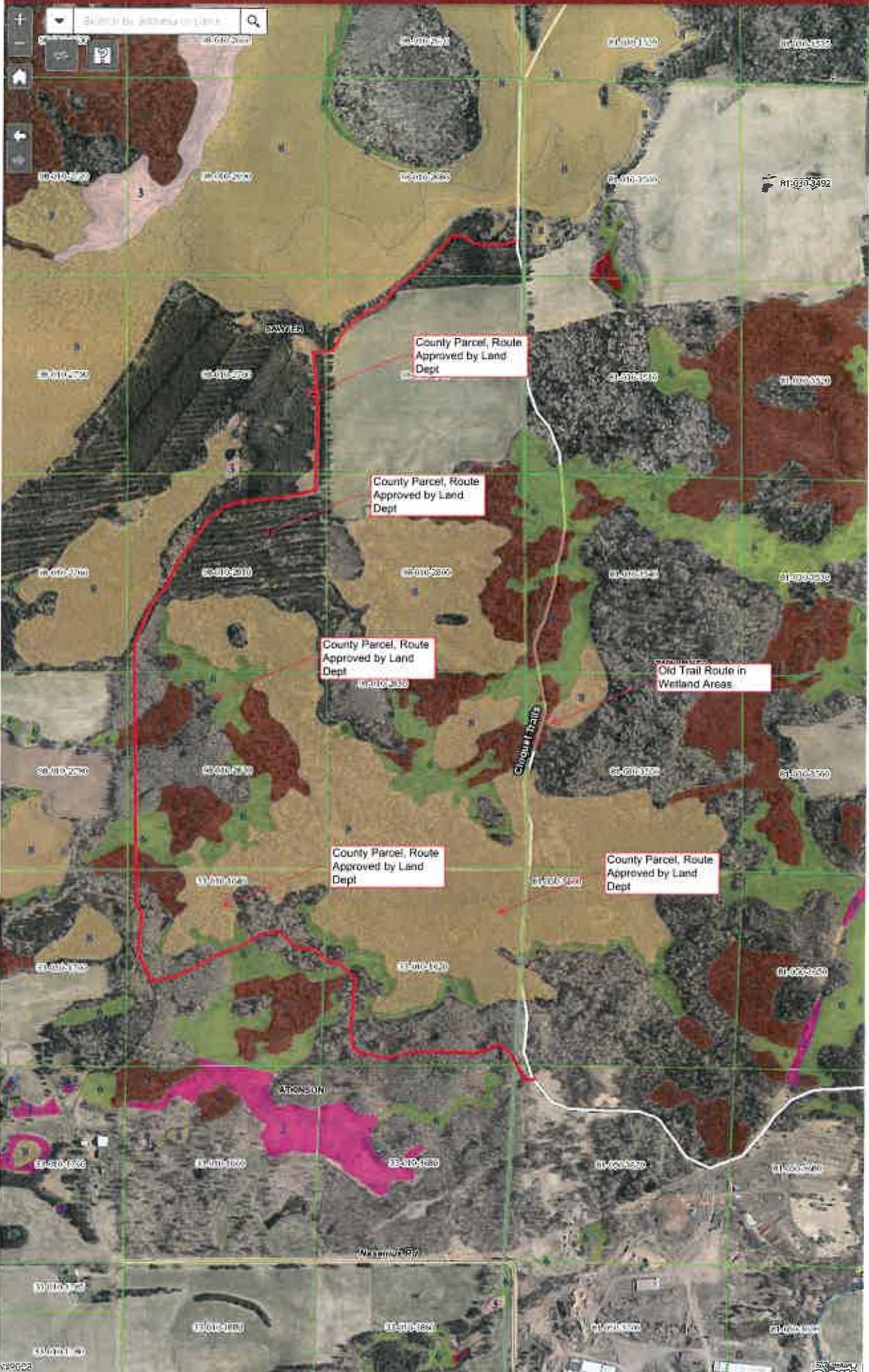
John Waters, State Trails and Snowmobile Program Consultant
 Division of Parks and Trails
 (651) 259-5620
John.Waters@state.mn.us

Enclosures

CC: File "Wood City Riders FY20 TIP Application -Iverson ReRoute Final"
 File "Snowmobile_Trail_Improvement_documentation_checklist_FY20"
 File "trail_improvement_reimbursement_form"
 File "fy20_giasnowmobile_trailimprovement_work_log_revised"
 Chris Rokke, Wood City Riders Snowmobile Club President, cjrokke@gmail.com
 Rodger Johnson, Trail Administrator, Wood City Riders
 Mary Straka, Area Supervisor, DNR Parks and Trails



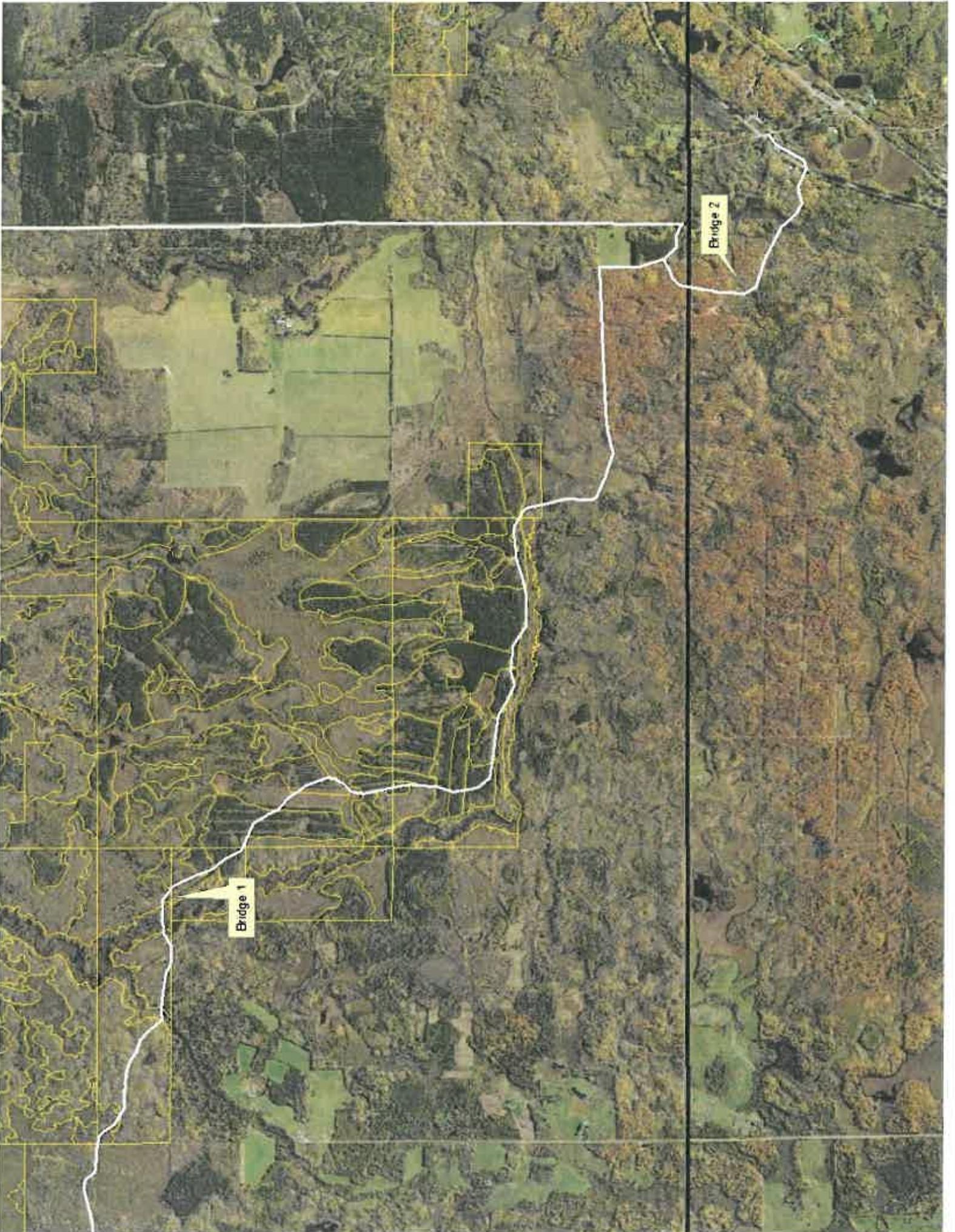








Google Earth



Bridge 1

Bridge 2

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

D-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 28 September 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Greg Bemu Land
Title of Item for Consideration: Public Hearing Premier Horticulture - MN DNR Peat Lease
Presenter: same

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

Premier Horticulture was awarded a Lease to mine Peat from certain County Administered Tax Forfeited Land in Beseman Township per the Joint Powers Agreement between Carlton County and the Minnesota Department of Natural Resources - Division of Lands and Minerals. The purpose of the Public Hearing is to provide information to citizens on the process and responsible powers.



Minnesota Department of Natural Resources
Division of Lands and Minerals
1525 Third Ave. E.
Hibbing, MN 55746

SENT BY E-MAIL

July 28, 2020

Greg Bernu
Land Commissioner
Carlton County Land Department
1630 County Road 61, Suite 132
Carlton, MN 55718

Re: Premier Horticulture, Inc. Peat Lease – Wright Bog

Dear Mr. Bernu:

The Department of Natural Resources has completed its negotiations with Premier Horticulture, Inc. for a peat lease covering 280 acres in Carlton County. This new peat lease to Premier Horticulture is for the area known as the Wright Bog, located in portions of Sections 20, 21 and 28 in Township 49, Range 21.

Attached is a copy of the joint powers agreement dated May 31, 2019 between Carlton County and the Department of Natural Resources which allows the State to issue the lease on behalf of the county regarding the county tax-forfeited lands.

Enclosed is a draft of the proposed lease. The lease terms negotiated are as follows:

Term: 25 years

Base Rental Rate: \$10.00/acre/year

rental rate is subject to escalation every 4th year of the lease - first rent escalation on January 1, 2024

Base Royalty Rate: \$6.00/ton of sphagnum moss peat

royalty rate is subject to yearly escalation

The next step for the county is to hold a public hearing. The county needs to schedule the hearing and post notice of it in the courthouse 20 days prior to the hearing. The notice must also be published at least 10 days prior to the hearing in a legal newspaper in the county. The county's authority to issue a lease for the removal of peat is found in Minnesota Statutes, Sec. 282.04, subd 1(h). Please inform me of the date of the public hearing. If needed, DNR staff can attend the public hearing by phone to provide information about the lease and the peat mining operation. Our staff are still working from home and will not be able to attend the hearing in-person.

Please provide me with copies of the notice of hearing and the newspaper clipping of the published notice. After the public hearing, I will need a certified copy of the county board's resolution approving the leasing of the county lands.

Since this lease encompasses less than 320 acres of DNR administered land, no approval is needed by the State Executive Council prior to the DNR issuing this lease. Once the county approves the leasing of the county lands, we will send the lease to the company for signature.

If you have any questions, please feel free to contact me on my personal cell phone at 218-208-8908 as I am working from home.

Sincerely,

Vicki Sellner

Vicki Sellner
Attorney

Enc.

cc: Kathy Kortuem, Acting Carlton County Auditor/Treasurer
Katie Larsen – DNR Reclamation Section

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES
DIVISION OF LANDS AND MINERALS

PEAT LEASE
PURSUANT TO
MINNESOTA STATUTES 2018, SECTIONS
92.50; 282.04, SUBD. 1; AND 471.59.

Lease No. _____

This lease agreement is made this ___ day of _____, 2020, by and between the State of Minnesota, under the authority and subject to the provisions of Minnesota Statutes 2018, Sections 92.50, 282.04, subd. 1, and 471.59, and acting by and through its Commissioner of Natural Resources, for itself and for the County of Carlton pursuant to the Joint Powers Agreement dated May 31, 2019, hereinafter called the State, and

Premier Horticulture, Inc.
1320 Kalli Road
Cromwell, Minnesota 55726, a Delaware corporation,

hereinafter called the Lessee.

NOW, THEREFORE, in consideration of the premises and agreements herein contained, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO, as follows:

1. TERM; DESCRIPTION OF LEASED PREMISES. The state, for and in consideration of the sum of _____ Dollars to it in hand paid by the lessee, being the rental hereinafter provided for the unexpired portion of the current calendar year, the receipt whereof is hereby acknowledged, and in further consideration of the covenants and conditions hereof to be kept and performed by the lessee, does hereby lease and demise unto the lessee for a term of twenty-five (25) years beginning the ___ day of _____, 2020, the following described lands, hereinafter collectively called "the leased premises", situated in the County of Carlton in the State of Minnesota,

East Half of Southwest Quarter (E1/2-SW1/4) in Section Twenty-one (21),
West Half of Southeast Quarter (W1/2-SE1/4) in Section Twenty-one (21),

Southwest Quarter of Southeast Quarter (SW1/4-SE1/4) in Section Twenty-one (21),
Northwest Quarter of Northeast Quarter (NW1/4-NE1/4) in Section Twenty-eight (28),
except the South Half of the South Half of the Northwest Quarter of the Northeast Quarter (S1/2-S1/2-NW1/4-NE1/4),

Southeast Quarter of the Northwest Quarter (SE1/4-NW1/4) Section Twenty-eight (28), except the Southwest Quarter of the Southeast Quarter of the Northwest Quarter (SW1/4-SE1/4-NW1/4),

all in Township Forty-nine (49) North, Range Twenty-one (21) West of the Fourth Principal Meridian, containing 250 acres, more or less, together, referred to as the "tax-forfeited lands"; and

The Southeast Quarter of the Southeast Quarter (SE1/4-SE1/4), Section Twenty (20), Township Forty-nine (49) North, Range Twenty-one (21) West of the Fourth Principal Meridian, except the West Half of the West Half of said Southeast Quarter of the Southeast Quarter (W1/2-W1/2-SE1/4-SE1/4), containing 30 acres, more or less, referred to as the "school trust lands").

2. DEFINITIONS. For the purposes of this lease, the following words shall have the meanings ascribed to them:

- (a) "Commissioner" means the Commissioner of Natural Resources of the State of Minnesota, or the commissioner's designated representative.
- (b) "Peat" means organic matter, excluding coal, formed by the partial decomposition of dead plant remains covered by water. It has an ash content not exceeding 25% by dry weight.
- (c) "Fibers" means plant material 0.15 mm or larger, consisting of stems, leaves, or fragments of bog plants, but containing no plant material greater than 12.7 mm. Percentages of fiber are based on oven-dried weight at 105° Celsius.
- (d) "Ton" means 2,000 pounds avoirdupois.
- (e) "Disturbed Area" means any part(s) of the leased premises which have been cleared of vegetation or affected by drainage, mining, or facilities related to the operations conducted under the terms of this lease.
- (f) "Reclamation" means the rehabilitation of the affected land for useful purposes, and the protection of the natural resources of the surrounding area. These "useful purposes" may be different from the original condition and may include, but are not limited to, revegetation, afforestation, reforestation, planting of crops, or creation of waterfowl ponding areas.
- (g) "Sphagnum Moss Peat" means peat containing a minimum of 66 2/3% sphagnum moss fiber by weight. The sphagnum moss fiber shall be stems and leaves of sphagnum that have recognizable fibrous and cellular structure.

3. PURPOSE OF LEASE; RIGHT OF LESSEE TO CONTRACT WORK. This lease is granted to the lessee for the purpose of opening, exploring, removing, and processing sphagnum peat found on or in the leased premises. Subject to paragraphs 18 and 19 and other applicable

provisions of this lease, the lessee shall have the right to construct or make such private drainage ditches, housing or storage facilities, processing plants, buildings, roads, or other improvements upon the leased premises as may be necessary or suitable for such purposes; provided that the plans for constructing any such private drainage ditches shall be subject to the written approval of the commissioner; and provided further that the construction, location, and operation of any such processing plant on the leased premises shall be subject to the written approval of the commissioner. All buildings and ditches must be constructed in accordance with applicable federal, state and local laws.

The lessee may contract with others for doing any work authorized or required hereunder, or for the use of the leased premises or any part thereof for the purposes hereof, but no such contract shall relieve the lessee of any duty, obligation, or liability hereunder. No such contract providing for harvesting, removing, or processing of peat shall become effective for any purpose until three duplicates of such contract have been executed as required by this lease and filed with the commissioner.

4. PROPERTY LINE TO BE POSTED. Prior to conducting any lease activities on the tax-forfeited lands or school trust lands, the Lessee must survey and post the property lines of said lands. The location of the property lines must be verified and approved in writing by the Commissioner of Natural Resources prior to conducting any lease activities on the tax-forfeited lands or school trust lands.

5. ANNUAL RENTAL. The lessee covenants and agrees to pay to the lessor, through the Department of Natural Resources, rental for the leased premises at the rate of Ten and no/100 Dollars (\$10.00) per acre of land included in the leased premises, per calendar year, for the unexpired portion of the current calendar year from the effective date hereof and for the next three (3) succeeding calendar years. Thereafter, the rental rate shall be subject to the escalation clause as specified in paragraph 7 herein. At no time, however, shall the rate per acre of land be less than \$10.00. Such rental shall be payable in advance for the unexpired portion of the current calendar year from the effective date hereof; and thereafter payable on the 15th day of March each year during the term of this lease, with each such annual payment covering the rental for the calendar year in which payment is due.

Any amount paid for rental accrued for any calendar year shall be credited on any royalty that may become due for the same calendar year in which the rental was due but no further, and only to the extent that such rental was paid or deposited into the particular fund to which the royalty for such peat is due. If this lease is canceled, terminated, or expires during a year for which rental has been paid, there shall be no reimbursement of the rental payment for that year.

6. ROYALTY RATES. The royalties to be paid by the lessee to the state shall be based on a royalty rate of Six and no/100 Dollars (\$6.00) per ton of sphagnum moss peat removed from the leased premises, subject to the escalator provisions of paragraph 7 herein.

7. ESCALATOR CLAUSE.

(a) Rental. The rental to be paid to the state by the lessee, as specified in paragraph 5 herein, shall be escalated on January 1, 2024, and on January first of each subsequent fourth calendar year in accordance with the formula set forth below.

(b) Royalty. The royalty to be paid to the state by the lessee, as specified in paragraph 6 herein, shall be escalated each calendar year in accordance with the formula set forth below.

Rental and royalty shall be increased for rental and royalty payment periods in relation to the variation from a Base Index, in the average of the values of the unadjusted Producer Price Index by Commodity for Intermediate Demand by Commodity Type: Processed Materials Less Foods and Feeds, not seasonally adjusted, (Final Demand-Intermediate Demand Code WPUID69111) (1982 equals 100), as originally published (unrevised) by the Bureau of Labor Statistics of the United States Department of Labor, or any succeeding Federal government agency publishing such Index, in the monthly publication entitled Producer Prices and Price Indexes, for the months of March, June, September, and December of the calendar year for which royalty is being computed and the same four months of the year previous to the year for which rental is being computed. The Base Index shall be 200.1, which is the average of the values of such index for the months of January through June, 2019. The variation shall be the difference between the Base Index and the average of the values of the Processed Materials Less Foods and Feeds, not seasonally adjusted, index for the months of March, June, September, and December of the calendar year for which royalty, rental, or both are being computed. The variation shall be divided by the Base Index to determine the Amount of Variation from the Base Index. The escalated royalty, rental, or both for the appropriate calendar year shall be determined by multiplying the royalty rate per ton payable on sphagnum peat pursuant to paragraph 6 herein or the rental rate per acre of land pursuant to paragraph 5 herein by the Amount of Variation from the Base Index, the resulting product carried to six decimal places, and adding the product to said royalty rate.

For example, if the Base Index under this lease were 200.1; and if the royalty rate for sphagnum peat pursuant to paragraph 6 herein were \$6.00 per ton, and if the Producer Price Index for Processed Materials Less Foods and Feeds, not seasonally adjusted, were 201.1 for March, 2023, 202.0 for June, 2023, 204.1 for September, 2023, and 200.5 for December, 2023, then the escalated royalty payable on any such ton of sphagnum peat removed from the leased premises during 2023 would be computed as follows:

$$\frac{201.1 + 202.0 + 204.1 + 200.5}{4} - 200.1 = 0.009120$$

200.1

Escalated Royalty = (Amount of Variation from the Base Index X Royalty Rate) + Royalty Rate
= (0.009120 x \$6.00) + \$6.00 = \$6.05.

In this example, the escalated royalty payable on any such ton of sphagnum peat removed from the leased premises during 2023 would be \$6.05.

Escalated Rental = (Amount of Variation from the Base Index X Rental Rate) + Rental Rate -
(0.009120 x \$10.00) + \$10.00 = \$10.09.

In this example, the escalated rental payable per acre of land for each of the successive four calendar years commencing January 1, 2024 would be \$10.09.

In the event some period other than 1982 is used as a base of 100 in determining the Producer Price Index for Processed Materials Less Foods and Feeds, not seasonally adjusted, for the purposes hereof such index shall be adjusted so as to be in correct relationship to such 1982 base. In the event such index is not published by any Federal agency, the index to be used as aforesaid shall be that index independently published, which, after necessary adjustments, if any, provides the most reasonable substitute for such Producer Price Index for Processed Materials Less Foods and Feeds, not seasonally adjusted, during any period subsequent to December, 2019, it being intended to substitute an index that most accurately reflects fluctuations in the prices of commodities in the Processed Materials Less Foods and Feeds, not seasonally adjusted, index in the manner presently reported by the Producer Price Index for Processed Materials Less Foods and Feeds, not seasonally adjusted, (1982 equals 100), published by the Bureau of Labor Statistics of the United States Department of Labor.

In no case shall the royalties payable hereunder be less than the minimum royalties prescribed in paragraph 6 herein.

8. CONVERSION FORMULAS. The following formulas shall be used when peat is weighed or produced in units other than those specified for the calculation of royalties:

of 5.5 cubic foot saleable units produced ÷ 21.8 = # of tons
of 4 cubic foot saleable units produced ÷ 30 = # of tons
of 3.8 cubic foot saleable units produced ÷ 31.5 = # of tons
of 2.2 cubic foot saleable units produced ÷ 54 = # of tons
of 2 cubic foot saleable units produced ÷ 60 = # of tons
of 1 cubic foot saleable units produced ÷ 120 = # of tons
of 3/4 cubic foot saleable units produced ÷ 160 = # of tons

The commissioner may prescribe such other reasonable conversion formulas as may be necessary for the calculation of royalties.

9. METHOD OF COMPUTING ROYALTY RATES. In computing royalty rates hereunder, any fraction of a cent less than five-thousandths shall be disregarded and any fraction amounting to five-thousandths or more shall be counted as one-hundredth of a cent.

10. ANNUAL PAYMENT OF ROYALTY. The lessee covenants and agrees to pay to the lessor through the Department of Natural Resources, on or before the fifteenth day of March in each year during the period this lease continues in force, royalty at the rates hereinbefore

specified for all the sphagnum moss peat removed from the leased premises during the calendar year preceding the year in which such payment is due.

If the royalty due on the sphagnum moss peat shall not be determined and accounted for as herein otherwise provided by the fifteenth day of March for peat removed from the leased premises during the previous calendar year, the commissioner may determine such royalty by such method as the commissioner deems appropriate and give the lessee written notice thereof, whereupon such royalty shall be due and payable within 20 days after the mailing or delivery of such notice, unless the time therefore shall be extended by the commissioner.

11. LESSEE TO TRANSMIT STATEMENT OF PEAT REMOVED AND ROYALTY DUE. The lessee shall transmit to the commissioner with each royalty payment an exact and truthful statement of the tonnage of sphagnum moss peat removed from the tax-forfeited lands and from the school trust fund lands during each calendar year for which such payment is made, the royalty value of such peat, and the amount of royalty due thereon. The commissioner may prescribe the format for such statement.

The lessee shall provide for all the operations required for such determinations except as otherwise specified.

12. WEIGHING. The method or methods of obtaining the weights used to determine tonnages for the calculation of royalty, or to determine other weights required by the state, shall be subject to the approval of the commissioner.

The State may appoint such special inspectors of such scales, weighing devices, and methods and practices (including vehicle count inspectors) as the State deems necessary to insure proper accounting and protect the interests of the State, and the Lessee shall reimburse the State monthly for the cost of all such inspection service upon notification thereof by the Commissioner.

Should the lessee desire to stockpile sphagnum moss peat off the leased premises for a temporary period not to exceed one year, the commissioner may prescribe the method of removal and the method of sampling and weighing such peat for the purpose of determining the amount of royalty due.

13. INSPECTION. The commissioner may at all reasonable times enter the leased premises and any other premises used or operated by the lessee in connection with the operation of said leased premises, inspect the operations conducted hereunder, and conduct such engineering and sampling procedures and other investigations as the commissioner may require, not unreasonably hindering or interrupting the operations of the lessee.

The lessee shall allow the commissioner, at all reasonable times, prompt access to and inspection of all records necessary to monitor compliance with the provisions of this lease.

14. SAMPLING. Samples for royalty purposes shall be taken of the peat at places and intervals subject to the approval of the commissioner. A portion of such sample or composite

sample shall be delivered to the commissioner unless, by mutual agreement, it has been decided that certain of such portions are not needed by the state. Except as otherwise permitted by the commissioner, all peat removed from the leased premises shall be sampled as to type and its weight determined before commingling with any other peat or other materials.

15. REMOVAL OF PEAT FOR EXPERIMENTAL PURPOSES. Notwithstanding the provisions of paragraphs 6 and 7 relating to the payment of royalty, upon written application of the lessee, the commissioner may authorize the removal of peat from the leased premises for experimental purposes without payment of royalty.

16. ADDITIONAL REPORTS.

(a) Except as otherwise permitted by the commissioner, the lessee shall transmit to the commissioner on or before the twentieth of each month a statement in such form as the commissioner shall prescribe, covering the tonnage of sphagnum moss peat removed from the tax-forfeited lands and from the school trust fund lands during the preceding calendar month.

(b) In addition to the reporting requirements of paragraphs 11 and 14 of this lease, the lessee shall provide the state by March 15 of each year a report which shall contain:

- (1) A description of the amount and location of acreage disturbed during the preceding calendar year on the leased premises;
- (2) An accurate map of the locations of all facilities, drainage ditches, and other structures on the leased premises, including those constructed within the preceding year;
- (3) A description of the plans for additional peat removal or additional drainage ditches, facilities, or other structures for the current year on the leased premises;
- (4) A description and map of the area for which reclamation has been completed during that year; and
- (5) Any other reasonable or necessary data which the state may require.

17. HOW REMITTANCES AND REPORTS ARE TO BE TRANSMITTED. All remittances by the lessee hereunder shall be made payable to the Department of Natural Resources, and all such remittances and all reports, notices, and documents required hereunder shall be transmitted to the commissioner through the director of the Division of Lands and Minerals at Saint Paul, Minnesota.

18. LESSEE'S OBLIGATIONS UNDER LOCAL, STATE AND FEDERAL LAWS AND REGULATIONS. The provisions of this lease are subject to all applicable local, state and federal statutes, orders, rules and regulations, and all operations under this lease shall be conducted in conformity with them. These include, but are not necessarily limited to, the Permit to Mine and water appropriation permits from the Minnesota Department of Natural Resources;

the NPDES-SDS permit and the Section 401 certification from the Minnesota Pollution Control Agency; the Section 404-Dredge and Fill from the Federal Corps. of Engineers and any other county or local government requirements. All activities shall be conducted in conformity with the applicable mineland reclamation statutes and rules. No interference, diversion, use or appropriation of any waters over which the commissioner or any other state agency has jurisdiction, shall be undertaken unless authorized in writing by the commissioner or the said state agency.

(a) The lessee is subject to the rules of the Minnesota Environmental Quality Board, which require the following:

(1) an Environmental Assessment Worksheet (EAW) for development of a facility for the extraction or mining of peat which will result in the excavation of 160 or more acres of land during its existence, and

(2) an Environmental Impact Statement (EIS) for development of a facility for the extraction or mining of peat which will utilize 320 acres of land or more during its existence.

19. EXISTING ENCUMBRANCES. This lease is subject to all prior leases, easements, rights of way, permits, licenses, and other encumbrances upon the leased premises.

20. MANNER OF OPERATION. It is further understood and agreed as follows:

(a) The lessee shall open, use and work the peat deposit on the leased premises in such manner only as is usual and customary in skillful and proper peat operations of similar character.

(b) The lessee shall conduct its operations in accordance with the requirements, methods, and practices of good peat removal engineering and environmental engineering, and in a manner which

(1) will not cause any unnecessary injury to the land or the remaining peat deposits;

(2) will not cause any significant inconvenience or hindrance in the use, development, or disposal of any peat left on the leased premises after the termination, cancellation, or expiration of this lease; and

(3) will not endanger the public health, welfare, or safety. If a situation occurs in the construction or operations authorized by this lease which does endanger the public health or safety, the lessee shall immediately take corrective measures and shall notify the commissioner. The lessee shall cease construction or operations if the commissioner determines that danger to public health and safety will result from continued operations.

(c) The lessee shall keep the leased premises in a neat, clean, and safe condition and remove all refuse and debris that may from time to time accumulate on the leased premises.

(d) The lessee shall take all reasonable steps to prevent fires starting as a result of its operations, and shall maintain a reasonable and adequate system for suppressing fires on the leased premises. The lessee shall be responsible for the suppression of fires started as a result of its operations. The lessee shall hold the state harmless and indemnify the state for any damages caused by fires started as a result of its operations.

(e) No timber shall be cut, used, removed or destroyed by the lessee without first paying to the state the stumpage value thereof as determined by the commissioner.

21. DRAINAGE. Subject to paragraph 18, the lessee may employ such drainage methods as are necessary for the efficient removal of peat except that the locations of all outlets must be approved by the commissioner prior to the construction of the drainage system.

22. INVASIVE SPECIES. The Lessee is responsible for controlling invasive species on the Premises.

23. RECLAMATION REQUIRED. The lessee shall, at its own expense, begin reclamation of disturbed areas:

(a) During the first normal planting period following the point when a surface, structure, facility, or element is no longer scheduled to be disturbed or used in a manner that would interfere with the establishment and maintenance of vegetation; or

(b) Upon the termination of the lease, either by expiration of the term or by act of either party; unless directed otherwise in writing by the commissioner.

24. MINING AND RECLAMATION PROCEDURES. The lessee shall submit a mining plan for the approval of the commissioner prior to the onset of active mining operations. The plan shall describe the life of the operation and the mining activities to be conducted.

The lessee shall submit a general reclamation plan for the approval of the commissioner prior to the onset of active mining operations. The general reclamation plan shall describe the methods and sequence of reclamation activities. At least two (2) years prior to the time reclamation is to begin under the provisions of this lease, the lessee shall submit a detailed reclamation plan for the approval of the commissioner. The detailed reclamation plan shall contain detailed plans, schedules, designs, specifications, and supporting data for reclamation activities, including cleanup as specified in paragraph 34 of this lease. The lessee shall reclaim the leased premises in accordance with the approved reclamation plan. The reclamation of disturbed areas shall proceed

concurrently with mining operations to the extent practical, and shall be completed following termination of the mine's operation.

25. RECLAMATION BONDS. Prior to the onset of active mining operations, unless waived, in whole or in part, by the commissioner, the lessee shall file with the commissioner a surety bond, cash, certificates of deposit or assignable bonds or notes of the United States in the amount of Eighty-three thousand three hundred twenty-five and 00/100 Dollars (\$83,325.00), conditioned that the lessee shall faithfully perform all reclamation requirements, including cleanup, as specified in the approved reclamation plan. All bonds shall be signed by the lessee as principal and by a good and sufficient surety licensed to do business in the State of Minnesota. Any bond or other security submitted pursuant to this section shall remain in force until such time as bonding is no longer considered necessary by the commissioner, or until reclamation is completed in accordance with the approved reclamation plan.

The need for and amount of all bonds, or other security, shall be reviewed by the commissioner annually, and at the commissioner's discretion, such bond or security shall be increased or decreased to reflect changes in the cost of future reclamation of all lands disturbed and unreclaimed by peat mining operations. At the time of review the lessee shall submit a statement estimating the number of additional acres expected to be disturbed during the ensuing year. The total number of acres disturbed and unreclaimed plus those acres expected to be disturbed during said period shall be considered in revising the bond amount.

26. RELEASE OF BOND. When the lessee has completed reclamation of an area, as provided for in this lease, or its attachments, the lessee may request a release of a portion of the retained bond or other security commensurate with the amount of land so reclaimed. The commissioner shall inspect the reclaimed area and rule on the release request within sixty (60) days. If reclamation criteria have been met, the commissioner shall release the appropriate portion of any bond or other security.

If reclamation criteria have not been met, the commissioner shall notify the lessee and recommend corrective actions. Upon correction of the noted deficiency, the commissioner shall release the appropriate portion of the bond or other security.

27. FORFEITURE OF BOND. Should the lessee fail to reclaim in a timely manner, the commissioner shall initiate forfeiture proceedings against the bond or other security.

28. LESSEE TO ACQUIRE NECESSARY RIGHTS TO SURFACE NOT OWNED BY STATE. It is understood and agreed that in case any interest in the land covered by this lease or in any minerals therein is owned by anyone other than the state, this lease shall not be construed as authorizing any invasion of or trespass upon such other interest, that in case it shall be necessary to make use of any such other interest in connection with any operations hereunder, the lessee shall obtain all necessary legal rights therefore before proceeding therewith, that the lessee shall be liable for all damages to any other interest caused by any operations hereunder, and that the state shall not incur or be subject to any liability therefore.

29. INDEMNIFICATION. No liability shall be imposed upon or incurred by the state or any of its officers, agents, or employees, officially or personally, on account of the granting of this lease or on account of any damage to any person or property resulting from any act or omission of the lessee or any of its agents, employees, or contractors relating to any matter hereunder. The lessee hereby agrees and is obligated to indemnify and hold the state harmless from all claims arising out of the use of the property covered by this lease, regardless of the manner in which the claims are asserted. This lease shall not be construed as estopping or limiting any legal claim or right of action of the state against the lessee, its agents, employees, or contractors for violation of or failure to comply with the provisions of this lease or applicable provisions of law.

30. LESSEE TO PAY ALL TAXES. The lessee covenants and agrees to pay when due all taxes, general and specific, personal and real, that may be assessed against the leased premises and improvements made on the leased premises, the peat thereon or removed therefrom, and any personal property thereon owned, used, or controlled by the lessee. The cancellation, termination, or expiration of this lease shall not relieve the lessee of the obligation to pay taxes assessed during the continuance of the lease, even though such taxes may be due or payable after such cancellation, termination, or expiration date.

31. STATE LIEN FOR UNPAID SUMS DUE. The state reserves and shall at all times have a lien upon all peat removed from the leased premises and upon all improvements made by the lessee upon the leased premises for any sums not paid when due and for any of the expenses specified in paragraph 35 herein.

32. LESSEE'S RIGHT TO TERMINATE LEASE. The lessee may at any time deliver to the commissioner written notice of intention to terminate this lease, and this lease shall terminate sixty (60) days after such delivery unless notice is revoked by the lessee by further written notice to the commissioner before the expiration of said sixty (60) days. Such termination shall not relieve the lessee from any liability for payment or other liability incurred hereunder, or from any reclamation obligation under this Lease or the Permit to Mine. All sums due to state under this lease up to the effective date of such termination shall be paid by the lessee.

33. STATE'S RIGHT TO CANCEL LEASE UPON DEFAULT. This lease is granted upon the express condition that, if any sum owing hereunder by the lessee for rental, royalty, or otherwise shall remain unpaid after the time when the same became due as herein provided, or if the lessee or any agent or servant thereof shall knowingly or willfully make any false statement in any report, account, or tabulation submitted to the state or to the commissioner, or any of the lessee's agents pertaining to any matter hereunder, or if the lessee shall fail to perform any of the covenants or conditions herein expressed to be performed by said lessee, the commissioner may cancel this lease by mailing or delivering to the lessee sixty (60) days' notice thereof in writing, specifying such non-payment or other default as the case may be, and this lease shall terminate at the expiration of said sixty (60) days, and the lessee and all persons claiming under the lessee shall be wholly excluded from the leased premises except as hereinafter provided. Such termination shall not relieve the lessee from any liability for payment or other liability incurred hereunder. If the default consists of a non-performance of an act required hereunder other than payment of royalty or rental, the lessee may perform within said period of sixty (60) days and the

lease shall continue in full force and effect, and if the correction of any such default requires more time than sixty (60) days after the notice has been received by the lessee, the commissioner, upon written request of the lessee and for good cause shown, may, at the commissioner's discretion, grant an extension of such period of sixty (60) days. If the default consists of a nonpayment of royalty or rental and the lessee performs within fifteen (15) days from the mailing or delivery of notice of cancellation, the lease shall continue in full force and effect; and if the lessee performs at any time thereafter within said period of sixty (60) days, the commissioner, at the commissioner's discretion, may continue the lease in full force and effect.

34. RIGHTS OF STATE AND LESSEE DURING 180-DAY PERIOD FOLLOWING TERMINATION. Upon termination of this lease, whether by expiration of the term hereof or by act of either party, except as necessary to comply with the provisions of paragraph 23 herein, the lessee shall have one hundred eighty (180) days thereafter in which to remove all equipment, materials, structures, and other property placed or erected by the lessee upon the leased premises, and any such property not removed within said time shall, at the discretion of the commissioner, become the property of the state. During said period of one hundred eighty (180) days, the lessee shall, at its own expense, do all work which the commissioner deems necessary to leave the premises in a safe and orderly condition to protect against injury or damage to persons or property; and, except as otherwise directed by the commissioner, access roads are to be left in place and all drainage ditches are to be left intact and open. Subject to the foregoing, upon the termination of this lease, whether by expiration of the term hereof or otherwise, the lessee shall quietly and peaceably surrender possession of the leased premises to the state. During said period of one hundred eighty (180) days, the lessee shall not be relieved of any obligation or liability resulting from the occupancy of the leased premises, unless the lessee has wholly vacated said leased premises prior to the expiration of said period and has notified the commissioner thereof in writing.

35. RECOVERY OF EXPENSES. If it is necessary for the state to incur expenses by court action or otherwise for the ejectment of the lessee, or removal from the leased premises of the lessee's property, or recovery of rent or royalties, or reclamation of the land, or for any other remedy of the state, the lessee shall pay to the state all expenses, including attorneys' fees, thus incurred by the state.

36. SUBJECT TO LEASING FOR MINERAL AND OTHER PURPOSES. The state reserves the right to lease or grant to other persons or corporations the right to explore for, mine, remove, and beneficiate any minerals that are located on or in the leased premises. The state agrees that any permit or lease granted by it to any person or corporation to explore for, develop, mine, or dispose of such minerals shall contain a provision that the permittee or lessee thereof shall exercise such rights so as not to cause any unnecessary or unreasonable injury or hindrance to the operations of the lessee herein in the opening of, the exploration for, or removal of peat from the leased premises. Lessee herein agrees that it shall exercise the rights granted to it by this lease in such manner as not to cause any unnecessary or unreasonable injury or hindrance to the operations of any permittee or lessee of the state in the exploration for, or the development, mining, or removal of any minerals from the leased premises.

The state further reserves the right to sell or dispose of timber, and to grant leases, permits, or licenses to any portion of the surface of the leased premises to any person, partnership, corporation, or other association under the authority of Minnesota Statutes, Section 92.50, or other applicable laws, after consultation with lessee, and provided that such leases, permits or licenses shall not unduly interfere with peat development operations conducted thereon.

37. AGREEMENTS, ASSIGNMENTS, OR CONTRACTS. All assignments, agreements, or contracts affecting this lease shall be made in writing and signed by all parties thereto, witnessed by two witnesses, properly acknowledged and shall contain the post office addresses of all parties thereto, and when so executed shall be presented in triplicate to the commissioner for record. No such instrument shall be valid until approved in writing by the commissioner and approved as to form and execution by the attorney general. No assignment or other agreement shall relieve the lessee of any obligation or liability imposed by this lease, and all assignees, sublessees, and subcontractors shall also be liable for all obligations or liabilities imposed by this lease

38. LEASE BINDING ON ASSIGNEES AND SUCCESSORS. The covenants, terms, and conditions of this lease shall run with the land and shall extend to and bind all assignees and other successors in interest of the lessee.

39. NOTICES. For the purposes of this lease, the addresses of the parties shall be as follows, unless changed by written notice to all parties: For the state -- Commissioner of Natural Resources, State of Minnesota, Box 45, 500 Lafayette Road, Saint Paul, Minnesota 55155-4045; for the lessee – Premier Horticulture, Inc., 1320 Kalli Road, Cromwell, Minnesota 55726.

IN TESTIMONY WHEREOF, The state by and through its Commissioner of Natural Resources, has caused this instrument to be executed, and the lessee has hereto set its hand, the day and year first above written.

Signed in Presence of:

STATE OF MINNESOTA
DEPARTMENT OF NATURAL RESOURCES

JOSEPH HENDERSON, Director
Division of Lands and Minerals

As to State

JOINT POWERS PEAT LEASING AGREEMENT

This AGREEMENT, made this 31st day of MAY, 2019, between the STATE OF MINNESOTA, acting by and through its Commissioner of Natural Resources, hereinafter referred to as the "Commissioner", and the COUNTY OF CARLTON, MINNESOTA, acting by and through its County Board, hereinafter referred to as "Carlton County";

WITNESSETH:

WHEREAS, Minnesota Statutes section 92.50, provides that the Commissioner of Natural Resources may lease any state-owned lands under his or her jurisdiction for the purpose of removing peat for a term not exceeding 25 years, and

WHEREAS, Minnesota Statutes section 282.04, subd.1(h), provides that the county auditor may, with the approval of the county board and the Commissioner of Natural Resources, grant leases, for a term not exceeding 25 years, for the removal of peat from tax-forfeited lands upon such terms and conditions as the county board may prescribe, and

WHEREAS, Minnesota Statutes section 471.59, provides for the joint exercise of powers common to contracting governmental units, and authorizes contractual agreements by which one governmental unit may exercise such powers on behalf of the other contracting governmental units.

NOW THEREFORE, IT IS MUTUALLY AGREED between the parties hereto as follows:

1. Carlton County hereby authorizes the Commissioner to lease the tax-forfeited lands as described in the attached "Exhibit A" and made part of this Agreement, for the removal of peat in the same manner as other state-owned property under the jurisdiction of the Commissioner except as provided elsewhere in this Agreement and pursuant to Minnesota Statutes section 282.04, subd. 1(h) and the Commissioner hereby accepts this authority.

This authority includes the authority to engage in the leasing of lands owned by the parties for the removal of peat, together with the necessarily related authority to grant temporary easements, permits and licenses, collect rents and royalties, pay necessary expenses, apportion net revenues, and such other authority deemed necessary to the leasing of the lands by the parties.

- a. The annual rental for any land which is leased pursuant to this Agreement shall be determined by the Commissioner prior to the time of the sale, following consultation with, and approval by, the County Auditor of Carlton County. Rental shall be payable as specified in the lease.
- b. The minimum royalty per ton of sphagnum peat moss to be paid by the lessee shall be determined by the Commissioner prior to the time of sale, following consultation with, and approval by, the County Auditor of Carlton County. Royalty shall be escalated pursuant to a formula to be established by the Commissioner following consultation with, and approval by, the County Auditor of Carlton County.

2. The Commissioner shall provide annual reports to Carlton County stating the rental paid, the tonnage of sphagnum moss peat removed during the calendar year, the royalty value of such peat, rental credit, if any, expenses incurred in the administration of the lease, and the amount of net revenues to be apportioned to Carlton County, together with a copy of any easements, permits, and licenses issued since the date of the last report and not previously furnished to Carlton County.

3. The Commissioner shall charge Carlton County an annual fee of twenty percent (20%) of all calendar year revenues from the tax-forfeited lands listed in Exhibit A for the administration of the lease.

4. All assignments, agreements, or contracts affecting any lease issued pursuant to this Agreement shall not be valid until approved in writing by the Commissioner, following consultation with, and approval by, the County Auditor of Carlton County. In the event of litigation, each party will be responsible for its own attorneys fees relating to land it manages, except if there is an agreement between Carlton County and the Attorney General's Office for the Attorney General's Office to represent Carlton County.

5. The Commissioner, in issuing a lease, may not authorize a lessee to invade or trespass upon any minerals therein or upon any interest in land located within the area described by the lease that is owned by anyone other than the State or Carlton County.

6. Tort liability of counties is governed by Minnesota Statutes chapter 466, and related laws. Tort liability of the State is governed by Minnesota Statutes section 3.736, and related laws. Each party to this Agreement shall be responsible to the extent authorized by law for its own acts and those of its employees and agents. Any lease issued pursuant to this Agreement shall contain a provision to indemnify the parties and hold them harmless from all damages or losses caused directly or indirectly by activities undertaken pursuant to the lease, whether to land, timber, minerals, growing crops, or buildings, or to any person or other property.

7. This Agreement is effective on the date of the last signature and continues until the termination of the lease issued pursuant to this Agreement. This Agreement may be amended from time to time in regard to any provision which does not alter the terms of the lease by the mutual agreement of the parties hereto. Official notices required under this Agreement shall be directed as follows: for Carlton County – Carlton County Auditor, Carlton County Courthouse, 301 Walnut Avenue, Carlton, MN 55718; for the State – Commissioner of Natural Resources, State of Minnesota, 500 Lafayette Road, Box 45, St. Paul, MN 55155-4037.

APPROVED:

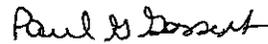
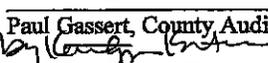
DEPARTMENT OF NATURAL RESOURCES

By 
Susan Damon, Acting Director
Division of Lands and Minerals
Date: July 1, 2019

COUNTY BOARD OF CARLTON
By resolution dated:

18 MAY, 2019
(certified copy attached)

COUNTY OF CARLTON


Paul Gassert, County Auditor
by 
Date: 31 MAY, 2019


RICHARD J. BRENNER
CARLTON COUNTY BOARD CHAIR

Exhibit A

Northeast Quarter of Southwest Quarter, Section 21, Township 49, Range 21

Southeast Quarter of Southwest Quarter, Section 21, Township 49, Range 21

Northwest Quarter of Southeast Quarter, Section 21, Township 49, Range 21

Southwest Quarter of Southeast Quarter, Section 21, Township 49, Range 21

Northwest Quarter of Northeast Quarter, Section 28, Township 49, Range 21, except the South Half of the South Half of the Northwest Quarter of the Northeast Quarter

Southeast Quarter of the Northwest Quarter, Section 28, Township 49, Range 21, except the Southwest Quarter of the Southeast Quarter of the Northwest Quarter

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

F-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 09-09-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: JinYeene Neumann, County Engineer
Title of Item for Consideration: Mechanic 1 position
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

The transportation department would like to post for a mechanic 1. We are not asking to add additional employees, we would like to reclassify a position. We currently have a shop helper who is a certified Heavy Equipment Mechanic with a degree in Heavy Equipment Mechanics and previous experience working for Ziegler. We would like to open a Mechanic 1 position which would mean a change in pay of \$1.02/hour or \$2,121.60/year. Our current Shop Foreman will be going on medical leave and will be out for 3 to 6 months and opening a mechanic 1 position will help alleviate his absence. (see additional attached sheet)

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Adopted December 8, 2015
Revised November 28, 2016



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

- Employing an additional Mechanic 1 means that we are able to do more mechanic work in house. If we lose a mechanic we would need to outsource more work to other organizations such as Zeigler. Mechanic rates get billed out by Zeigler at \$125 /hour. We are currently working on replacing an engine and transmission in one of our motor graders. The cost of the parts for this work is around \$50,000 and we currently has over 80 hours in on the project and is only partially complete.
- The three mechanics at the Transportation Building in Carlton are getting older and closer to retirement, they could all retire within the next five years. When we advertised for a shop helper position we were thinking of the future of the department as fully trained mechanics are getting harder and harder to get. We believed that we could hire a shop helper and train them to become a mechanic. We were very lucky when we hired, as we got an individual with a degree in Heavy Equipment Mechanics and experience.
- Carlton County mechanics work on numerous types of projects ranging from heavy equipment, squad cars, lawn mowers, atv's, and fleet vehicles. It takes years of learning and training to have mechanical knowledge of this variety of equipment and our shop helper has many of these skills from previous employment.
- By keeping our shop helper employed in the Transportation Department it helps solidify the future of the mechanics position.
- The position adds another person who is able to plow snow during winter months. If we are not able to fully staff all the plow routes during winter months it will decrease the level of service and add burden on the other drivers.
- Transportation Department has recently reorganized and consolidated positions and left another position unfilled to lower annual wage obligations (estimated \$100,000 plus benefits)
- The Transportation Department is also planning on not refilling a position in 2021. A senior tech in engineering is planning on retirement in April 2021.

"This Institution is an Equal Opportunity Employer"

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

E-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 09/28/2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Carla McCullough
Title of Item for Consideration: Final Pay Request SAP 009-608-037
Presenter: JinYeene Neumann, County Engineer

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

Final Pay Request SAP 009-608-037

Supporting Attachments

- Final Pay Request Cover Sheet
 County Board Resolution Final Payment

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

WHEREAS, the contract with Landwehr Construction Inc. for SAP 009-608-037, the construction of Approach Grading and Bridge No. 09J40 and 60" PC-CS Pipe Culvert on CSAH 8, approximately 2.11 miles west of the intersection with T.H. 23; 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 Nineteen Thousand Four Hundred Fourteen Dollars and Forty-Five Cents (\$19,414.45) to Landwehr Construction, Inc.



CARLTON COUNTY TRANSPORTATION DEPT

1630 COUNTY ROAD 61
CARLTON, MN 557188170

Project SAP 009-608-037 [1909] - SAP 009-608-037 CR 8 Over Stoney Brook, Replace culverts with Bridge 09J40 and 60" PC-CS Pipe Culverts and approach grading
Final Pay Request No. 3

Contractor: Landwehr Construction, Inc.
PO Box 1086
St. Cloud, MN 56302

Contract No.
Vendor No. N/A
For Period: 1/31/2020 - 8/21/2020
Warrant # _____ Date _____

Contract Amounts

Original Contract	\$405,539.75
Contract Changes	\$2,012.25
Revised Contract	\$407,552.00

Work Certified To Date

Base Bid Items	\$371,789.00
Backsheet	\$0.00
Change Order	\$16,500.00
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$388,289.00

Funds Encumbered

Original	\$405,539.75
Additional	N/A
Total	\$405,539.75

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 009-608-037 [1909]	\$0.00	\$388,289.00	\$0.00	\$368,874.55	\$19,414.45	\$388,289.00
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$19,414.45	

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

Date

8/20/2020

Approved By Landwehr Construction, Inc.

[Signature]
Contractor

Date

9/22/20

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: September 28, 2020
Via: Kathy Kortuem, Acting County Auditor/Treasurer
From: Dennis Genereau, Jr
Title of Item for Consideration: COVID-19 Updated Business Plan
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 State of Minnesota requires that all businesses, including local government organizations, develop and post an up-to-date COVID 19 business plan. Carlton County has developed such a plan, with that plan being first approved on June 24, 2020, and most recently updated July 23, 2020. It is recommended that the plan be updated regularly, which staff at PH&HS undertook to do in early September. The plan must be approved by a county official, and it is strongly recommended that the approval be at the County Board level.

Attached is a plan document with the proposed changes highlighted in royal blue, as well as a plan document that incorporates those changes for anticipated approval and signature.

Supporting Attachments

- Plan document with proposed changes indicated, and plan document incorporating those changes for signature

Motion By _____ Seconded By _____

TO: _____
Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

COVID-19 Preparedness Plan for **Carlton County**

Carlton County is committed to providing a safe and healthy workplace for all our workers **and the public**. To ensure we have a safe and healthy workplace, **Carlton County** has developed the following COVID-19 Preparedness Plan in response to the COVID-19 pandemic. Managers and workers are all responsible for implementing this plan. Our goal is to mitigate the potential for transmission of COVID-19 in our workplaces and communities, and that requires full cooperation among our workers and management. Only through this cooperative effort can we establish and maintain the safety and health of all persons in our workplaces.

The COVID-19 Preparedness Plan is administered by the **Carlton County Board of Commissioners**, who maintains the overall authority and responsibility for the plan. However, management and workers are equally responsible for supporting, implementing, complying with and providing recommendations to further improve all aspects of this COVID-19 Preparedness Plan. **Carlton County's** directors and supervisors have our full support in enforcing the provisions of this plan.

Our workers are our most important assets. **Carlton County** is serious about safety and health and protecting its workers. Worker involvement is essential in developing and implementing a successful COVID-19 Preparedness Plan. We have involved our workers in this process by: **All employees are encouraged to ask questions – a system has been implemented by the Incident Command Team for employees to ask Supervisors and the Supervisors can ask the IC team for a response back to the employee. In addition, Directors are engaged in decision making for department level planning – directors are encouraged to engage with their department employees to formulate plans that take into consideration the employees duties and work flows. The IC team has depth in decision making from Public Health and Human Services, Emergency Management, Sheriff's Office, GIS, County Coordinator, and the County Commissioners.**

Carlton County's COVID-19 Preparedness Plan follows the industry guidance developed by the state of Minnesota, which is based upon Centers for Disease Control and Prevention (CDC) and Minnesota Department of Health (MDH) guidelines for COVID-19, Minnesota Occupational Safety and Health Administration (MNOSHA) statutes, rules and standards, and Minnesota's relevant and current executive orders. It addresses:

- ensuring sick workers stay home and prompt identification and isolation of sick persons;
- social distancing – workers must be at least six-feet apart;
- worker hygiene and source controls including face covering usage per the MN Executive Order 20-81 (Walz, 2020);
- workplace building and ventilation protocol;
- workplace cleaning and disinfection protocol;
- drop-off, pick-up and delivery practices and protocol; and
- communications and training practices and protocol.

Carlton County has reviewed and incorporated the industry guidance found at [Stay Safe MN](#) applicable to our business provided by the state of Minnesota for the development of this plan, including the following industry guidance: **Critical Sector Businesses and Employers, Health Care, Community Settings (congregate settings: Jail) and Child Care (daycares and licensed providers).** **CDC: Interim Guidance For Business & Employers**

Responding to Coronavirus Disease 2019 was also consulted in development of procedures
(<https://www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html>)

Other conditions and circumstances included in the industry guidance and addressed in the plan that are specific to our business include:

- Additional protections and protocols for **the public**;
- Additional protections and protocols for personal protective equipment (PPE);
- Additional protections and protocol for access and assignment;
- Additional protections and protocol for sanitation and hygiene;
- Additional protections and protocols for work clothes and handwashing;
- Additional protections and protocol for distancing and barriers;
- Additional protections and protocols for managing occupancy;
- Additional protocols to limit face-to-face interaction;
- Additional protections for receiving or exchanging payment; and
- Additional protections and protocols for certain types of businesses within an industry.

Ensure sick workers stay home and prompt identification and isolation of sick persons

Workers have been informed of and encouraged to self-monitor for signs and symptoms of COVID-19. The following policies and procedures are being implemented to assess workers' health status prior to entering the workplace and for workers to report when they are sick or experiencing symptoms. **See attachments:**

- **Carlton County Re-Opening Preparedness Plan Requirements Checklist 5.21.20 Final**
- **Facility Health Screen – Employees or Visitors. CC 5.8.2020 (MDH guidance doc posted on all doors)**
- **Guidance for HR, Department Directors, and Supervisors for employee return to work 5.21.20**
- **When to Return to Work after COVID-19 – [57.527.20](#) (MDH guidance doc provided to employees)**

Carlton County has implemented leave policies that promote workers staying at home when they are sick, when household members are sick, or when required by a health care provider to isolate or quarantine themselves or a member of their household. **Carlton County has not changed policy, the county acts in compliance with COVID-19 guidance from MDH and CDC, and applicable laws, to address employees' needs on a case-by-case basis.** Accommodations for workers with underlying medical conditions or who have household members with underlying health conditions have been implemented. **Carlton County didn't have a county-wide Alternate Worksite Policy in place, where individual departments may have – however, per MDH and CDC guidance, any worker who identified with concern for their health condition related to COVID-19 to HR was provided an opportunity to ask for an accommodation to their work site without providing medical documentation. Employees are able to work from home to accommodate their health needs.**

Carlton County has also implemented **MDH and CDC guidance** for informing workers if they have been exposed to a person with COVID-19 at their workplace and requiring them to quarantine for the required amount of time. **Please see the attachment:**

- **Guidance for HR, Department Directors, and Supervisors for employee return to work 5.21.20**

In addition, a policy has been implemented to protect the privacy of workers' health status and health information. **Carlton County follows state and federal data practices policies for all employee health information. In addition, Carlton County is not requiring that employees report their health status for daily monitoring. If there is a need for the employee to share health information, they are provided with the Tennessee Warning and all data practice policies are followed.**

Social distancing – Workers must be at least six-feet apart

Social distancing of at least six feet will be implemented and maintained between workers **and the public** in the workplace through the following engineering and administrative controls: **See attachments:**

- **Carlton County Business Re-Opening guidance for preparedness planning 6.24.20 (circulated to Management team - previous draft dated 5.21.20)**
- **Carlton County Re-Opening Preparedness Plan Requirements Checklist 5.21.20 Final**
- **Re-opening Planning for each Department 6.5.20**
- **Interim Guidance on Use of Face ~~Coverings~~Coverings/Masks for County employees ~~5.21.20~~5.21.20 Final**
- **Interim Guidance for Carlton County Home Visiting 6.12.2020**
- **Interim Guidance for Carlton County Employees using a County vehicle**
- **Interim Guidance on Use of PPE for County Staff 5.27.20**
- **Carlton County Guidance on Cleaning and Disinfecting the Facility 5.29.20**
- **Carlton County Guidance on Staff Using a Thermometer at the Worksite 5.27.20**
- **Algorithm for HR & Employees on COVID19 Diagnosis or Exposure 7.28.20**

Worker hygiene and source controls

Basic infection prevention measures are being implemented at our workplaces at all times. Workers are instructed to wash their hands for at least 20 seconds with soap and water frequently throughout the day, but especially at the beginning and end of their shift, prior to any mealtimes and after using the restroom. **All public entering the buildings have access** to wash or sanitize their hands prior to or immediately upon entering the facility. Hand-sanitizer dispensers (that use sanitizers of greater than 60% alcohol) are at entrances and locations in the workplace so they can be used for hand hygiene in place of soap and water, as long as hands are not visibly soiled. **All Carlton County buildings have a hand sanitizing station and directional signage to restrooms. All employees have access to hand sanitizer within workspaces.** Source controls are being implemented at our workplaces at all times. **See Attachments:**

- **Carlton County Re-Opening Preparedness Plan Requirements Checklist 5.21.20 Final**
- **Interim Guidance for Carlton County Employees using a County vehicle**
- **Interim Guidance on Use of PPE for County Staff 5.27.20**
- **Carlton County Guidance on Cleaning and Disinfecting the Facility 5.29.20**

Workers **and the public** are being instructed to cover their mouth and nose with their sleeve or a tissue when coughing or sneezing, and to avoid touching their face, particularly their mouth, nose and eyes, with their hands. Workers **and the public** are expected to dispose of tissues in provided trash receptacles and wash or sanitize their hands immediately afterward. Respiratory etiquette will be demonstrated on posters and supported by making tissues and trash receptacles available to all workers and other persons entering the workplace. **Carlton County buildings include signage from MDH to Cover Your Cough – tissues and waste receptacles are accessible.**

Per MN Executive Order 20-81 (Walz, 2020), As of July 24, 2020, at 11:59pm, Minnesotans are required to wear face coverings when in indoor businesses and indoor public settings. Workers who work outdoors must wear a face covering when they cannot maintain social distancing of 6 feet. Details from the order and guidance related to the order can be found at the following attachment:

- Interim Guidance on Use of Face [Coverings_MasksCoverings/Masks](#) for County employees updated 7.23.20

Guidance for workers and the public will be followed per the Executive Order and by using the MN Department of Health [Face Covering Requirements and Recommendations](#) overview as well as the MN Department of Health [Frequently Asked Questions About the Requirements to Wear Face Coverings](#)

To adhere to the Executive Order:

- Any employee who feels they may qualify for an exemption to the order will provide Carlton County Human Resources with the same documentation that would be submitted under the Family Medical Leave Act (FMLA) or Americans with Disabilities Act (ADA) laws, which includes a statement from the medical provider. An alternative to a face covering may be offered, such as a face shield or alternative work site (work from home) accommodations if feasible.
- Any member of the public refusing to wear a face covering when entering a Carlton County Facility will be asked to put a face covering on and be offered one by the employee; if the individual refuses or claims exemption, employee will make alternative options available to serve the individual; this may include and is not limited to the following:
 - Offer an alternative form of a face covering like a face shield
 - Request that the service interaction move outdoors and maintain social distancing
 - Offer to meet over the phone with the individual in a meeting room or in their vehicle
 - Make the best effort to maintain social distancing and keep the interaction brief (<15 minutes)
 - If the individual becomes disorderly, law enforcement may be called
- Any concerns for worker safety based on observations of employees or the public not adhering to these requirements should be brought to a supervisor and Human Resources. Do not attempt to confront another employee about their face covering use (or lack of use).
- When working with individuals with disabilities and special health needs, employees will follow MDH best practice guidance: <https://www.health.state.mn.us/diseases/coronavirus/guidemasks.pdf>
- OSHA guidance for use of cloth face coverings can be found here: <https://www.osha.gov/SLTC/covid-19/covid-19-faq.html#cloth-face-coverings>

Workplace building and ventilation protocol

Operation of the building in which the workplace is located, includes necessary sanitation, assessment and maintenance of building systems, including water, plumbing, electrical, and heating, ventilation and airconditioning (HVAC) systems. **Building Maintenance monitors HVAC systems monthly or more frequently as needed. Guidance from MDH/CDC is being utilized – see <https://www.cdc.gov/coronavirus/2019-ncov/community/office-buildings.html>** The maximum amount of fresh air is being brought into the workplace, air recirculation is being limited, and ventilation systems are being properly used and maintained. Steps are also being taken to minimize air flow blowing across people.

Workplace cleaning and disinfection protocol

Regular practices of cleaning and disinfecting have been implemented, including a schedule for routine cleaning and disinfecting of work surfaces, equipment, tools and machinery, vehicles and areas in the work environment, including restrooms, break rooms, lunch rooms, meeting rooms, checkout stations, fitting rooms, and drop-off and pick-up locations. Frequent cleaning and disinfecting is being conducted of high-touch areas, including phones, keyboards, touch screens, controls, door handles, elevator panels, railings, copy machines, credit card readers, delivery equipment, etc. **See attachment**

- **Carlton County Guidance on Cleaning and Disinfecting the Facility 5.29.20**

Appropriate and effective cleaning and disinfecting supplies have been purchased and are available for use in accordance with product labels, safety data sheets and manufacturer specifications, and are being used with required personal protective equipment for the product. **Carlton County has sourced supplies for hand sanitizer, a Clorox 360 machine, sanitizing wipes; PPE is supplied – per guidance attached above**

Communications and training practices and protocol

This COVID-19 Preparedness Plan was communicated **through Department Directors** to all workers prior to June 1, 2020, and necessary training was provided. Additional communication and training will be ongoing by **providing an all employee email regarding updates to the plan, Department Directors will also communicate changes internally as appropriate. Just in time training based on job duties** will be provided to all workers who **need to modify procedures due to COVID-19 and who** did not receive initial training and prior to initial assignment or reassignment.

Instructions will be communicated to all workers, including employees, temporary workers, staffing and labor-pools, independent contractors, subcontractors, vendors and outside technicians **and the public** about protections and protocols, including: 1) social distancing protocols and practices; 2) drop-off, pick-up, delivery and general in-store shopping; 3) practices for hygiene and respiratory etiquette; 4) recommendations or requirements regarding the use of masks, face-coverings and/or face-shields by workers **the public**. All workers **and the public** will also be advised not to enter the workplace if they are experiencing symptoms or have contracted COVID-19. **Carlton County buildings have signs on all doors requesting that anyone entering perform a health self-check and not enter if they are experiencing symptoms.**

Managers and supervisors are expected to monitor how effective the program has been implemented. **Department Directors and the Incident Command team will monitor public traffic to buildings and employee compliance with guidance and respond accordingly to concerns for infection control. Updates to services and protocols will be posted on the County Website.** All management and workers are to take an active role and collaborate in carrying out the various aspects of this plan, and update the protections, protocols, work-practices and training as necessary. This COVID-19 Preparedness Plan has been certified by **Carlton County** management and the plan was posted throughout the workplace and made readily available to employees **June 1, 2020**. It will be updated as necessary by **the County Coordinator, Dennis Genereau**.

Certified by [County Board Chair](#):

[Signature]

[Date]

[Title of senior executive or management official]

Appendix A – Guidance for developing a COVID-19 Preparedness Plan

General

Centers for Disease Control and Prevention (CDC): Coronavirus (COVID-19) – www.cdc.gov/coronavirus/2019-nCoV

Minnesota Department of Health (MDH): Coronavirus – www.health.state.mn.us/diseases/coronavirus

State of Minnesota: COVID-19 response – <https://mn.gov/covid19>

Businesses

CDC: Resources for businesses and employers – www.cdc.gov/coronavirus/2019-ncov/community/organizations/businesses-employers.html

CDC: General business frequently asked questions – www.cdc.gov/coronavirus/2019-ncov/community/general-business-faq.html

CDC: Building/business ventilation – www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

MDH: Businesses and employers: COVID-19 – www.health.state.mn.us/diseases/coronavirus/businesses.html

MDH: Health screening checklist – www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf

MDH: Materials for businesses and employers – www.health.state.mn.us/diseases/coronavirus/materials

Minnesota Department of Employment and Economic Development (DEED): COVID-19 information and resources – <https://mn.gov/deed/newscenter/covid/>

Minnesota Department of Labor and Industry (DLI): Updates related to COVID-19 – www.dli.mn.gov/updates

Federal OSHA – www.osha.gov

Handwashing

MDH: Handwashing video translated into multiple languages – www.youtube.com/watch?v=LdQuPGVcceg

Respiratory etiquette: Cover your cough or sneeze

CDC: www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html

CDC: www.cdc.gov/healthywater/hygiene/etiquette/coughing_sneezing.html

MDH: www.health.state.mn.us/diseases/coronavirus/prevention.html

Social distancing

CDC: www.cdc.gov/coronavirus/2019-ncov/community/guidance-business-response.html

MDH: www.health.state.mn.us/diseases/coronavirus/businesses.html

Housekeeping

CDC: www.cdc.gov/coronavirus/2019-ncov/community/disinfecting-building-facility.html

CDC: www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/disinfecting-your-home.html

CDC: www.cdc.gov/coronavirus/2019-ncov/community/organizations/cleaning-disinfection.html

Environmental Protection Agency (EPA): www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2

Employees exhibiting signs and symptoms of COVID-19

CDC: www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/steps-when-sick.html

MDH: www.health.state.mn.us/diseases/coronavirus/basics.html

MDH: www.health.state.mn.us/diseases/coronavirus/facilityhlthscreen.pdf

MDH: www.health.state.mn.us/diseases/coronavirus/returntowork.pdf

State of Minnesota: <https://mn.gov/covid19/for-minnesotans/if-sick/get-tested/index.jsp>

Training

CDC: www.cdc.gov/coronavirus/2019-ncov/community/guidance-small-business.html

Federal OSHA: www.osha.gov/Publications/OSHA3990.pdf

MDH: www.health.state.mn.us/diseases/coronavirus/about.pdf

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

H-2

Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 9-28-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Kathy Kortuem

Title of Item for Consideration: Set the 2021 Proposed Carlton County 2021 Budget and Levy
Presenter: Dennis Genereau

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 Finance Committee recommends a 2.0% increase for the proposed 2021 levy as detailed in the attachments.

Summary

The final levy for 2021 may not exceed the proposed levy set today.

Supporting Attachments

-
-

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

2021 PROPOSED BUDGET
September 28, 2020

<u>DEPARTMENT</u>	<u>BUDGETED EXPENDITURES</u>	<u>BUDGETED REVENUES</u>	<u>LEVY ALLOCATION</u>	<u>USE OF FUND BALANCE</u>	<u>ACTUAL LEVY</u>
001 BOARD COMMISSIONERS	647,057	1,946,962	-1,299,905	1,595,750	-2,895,655
010 RESTORATIVE JUSTICE	329,246	72,342	256,904	750	256,154
015 COURT ADMINISTRATOR	201,000	0	201,000	0	201,000
020 DISTRICT COURT	24,964	0	24,964	0	24,964
026 LAW LIBRARY	35,000	45,000	-10,000	-10,000	0
040 COUNTY AUDITOR	1,056,012	634,100	421,912	0	421,912
045 MOTOR VEHICLE	440,203	298,000	142,203	0	142,203
055 COUNTY ASSESSOR	809,711	0	809,711	0	809,711
060 GENERAL OPERATIONS	683,054	56,149	626,905	0	626,905
065 CNTY COORDINATOR/HR	538,391	4,200	534,191	0	534,191
070 INFO TECHNOLOGY	1,233,399	5,000	1,228,399	0	1,228,399
075 GIS	246,669	53,453	193,216	0	193,216
090 COUNTY ATTORNEY	1,404,616	41,000	1,363,616	0	1,363,616
095 CTY ATT VICTIM SERVICE	116,388	47,828	68,560	0	68,560
104 COUNTY RECORDER	535,877	275,000	260,877	-50,000	310,877
107 COUNTY SURVEYOR	15,000	0	15,000	0	15,000
116 BUILDING MAINTENANCE	1,184,087	38,080	1,146,007	0	1,146,007
120 VETERANS SERVICE	327,405	10,000	317,405	4,500	312,905
125 CHILD & FAMILY INITIATIVES	285,274	91,493	193,781	3,504	190,277
130 ZONING AND ENV SVCS	447,275	162,284	284,991	0	284,991
200 COUNTY SHERIFF	4,127,930	663,191	3,464,739	35,265	3,429,474
205 COURT SECURITY	144,161	0	144,161	0	144,161
210 COMMUNICATIONS	1,235,335	113,900	1,121,435	-20,595	1,142,030
225 COUNTY CORONER	105,000	0	105,000	0	105,000
230 BOAT AND WATER SAFETY	12,100	9,100	3,000	0	3,000
235 SNOWMOBILE SAFETY	5,216	5,216	0	0	0
250 COUNTY JAIL	2,554,037	40,700	2,513,337	0	2,513,337
280 EMERGENCY MANAGEMENT	133,777	22,822	110,955	0	110,955
285 EMERGENCY MEDICAL SERV	87,720	0	87,720	0	87,720
290 ANIMAL CONTROL	25,000	0	25,000	0	25,000
390 TRANSFER STATION	1,730,144	1,607,500	122,644	170,000	-47,356
395 WASTE RECYCLING	255,430	225,302	30,128	0	30,128
450 COMMUNITY CORRECTIONS	2,143,261	0	2,143,261	0	2,143,261
501 ARROWHEAD LIBRARY	149,490	0	149,490	0	149,490
502 CNTY HISTORICAL SOCIETY	40,000	0	40,000	0	40,000
520 PARKS & RECREATION	68,551	20,000	48,551	0	48,551
525 GRANT IN AID TRAILS	234,000	234,000	0	0	0
601 COUNTY FAIR ASSOCIATION	37,750	0	37,750	0	37,750
602 SOIL & WATER	152,715	0	152,715	0	152,715
625 COUNTY EXTENSION OFFICE	372,642	138,000	234,642	52,693	181,949
630 WEED INSPECTOR	7,913	400	7,513	0	7,513
635 UNREFUNDED GAS TAX	8,200	8,200	0	0	0
640 TIMBER DEVELOPMENT	20,000	20,000	0	0	0
645 RESOURCE DEVELOPMENT	56,520	56,520	0	0	0
680 WATER PLAN	269,520	191,323	78,197	21,171	57,026
690 AIRPORT COMMISSION	2,368,597	2,489,673	-121,076	0	-121,076
701 RAIL AUTHORITY	2,300	300	2,000	0	2,000
	<u>26,907,937</u>	<u>9,627,038</u>	<u>17,280,899</u>	<u>1,803,038</u>	<u>15,477,861</u>
300 ROAD AND BRIDGE	18,662,413	14,010,065	4,652,348	0	4,652,348
400 HUMAN SERVICES	22,316,878	13,980,875	8,336,003	447,405	7,888,598
800 DEBT REDEMPTION	1,392,170	620,000	772,170	0	772,170
650 FORFEITED TAX	472,948	472,948	0	0	0
001 ECONOMIC DEVELOPMENT	616,079	720,095	-104,016	-104,016	0
	<u>70,368,425</u>	<u>39,431,021</u>	<u>30,937,404</u>	<u>2,146,427</u>	<u>28,790,977</u>

Office of The Carlton County Auditor/Treasurer

AUDITOR

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

Kathryn Kortuem

Acting Auditor/Treasurer

Kelly Lampel

Chief Deputy Auditor/Treasurer

TREASURER

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

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

BY COMMISSIONER:

ADOPTED: September 28, 2020

BE IT RESOLVED that there be and is hereby proposed to be levied on the taxable property of Carlton County the sum of \$28,790,977 (net of program aids) for the year 2021 as follows:

a. On all real and personal property in Carlton County:

2021 LEVY

County Revenue Fund (excluding Arrowhead Library System)	\$15,328,371
Road and Bridge Fund	4,652,348
Human Services Fund	7,888,598
Bond Redemption Funds	772,170

b. On all real and personal property in Carlton County except the cities of Carlton, Cloquet, and Moose Lake:

County Revenue Fund for Arrowhead Library System	\$149,490
-----------------------------------------------------	-----------

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

H-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 9-28-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Kathryn Kortuem
Title of Item for Consideration: Set the date, time and place for the 2021 ~~Truth~~ in Taxation Public Meeting
Presenter: Kathryn Kortuem

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

In previous years, the Truth in Taxation Public Meeting has been held at 6:00 p.m. after the first board meeting in December, which is scheduled for December 8, 2020, at 4:00 p.m. at the Transportation Building, 1630 Highway 61, Carlton MN

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 September 28, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Dennis Genereau, County Coordinator
Title of Item for Consideration: Request to approve unpaid medical leave of absence for Zoning Department staff
Presenter: Dennis Genereau, County Coordinator

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

Zoning Department staff will be on medical leave for 4-6 weeks beginning 9/21/2020. Staff does not have sufficient accruals to cover leave. Request approval of medical leave of absence from approximately 10/5/2020 through 11/6/2020, with potential earlier return date.

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 9/28/2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Kathryn Kortuem
Title of Item for Consideration: Approve resolution allocating CARES Act Election Grant funds to municipalities
Presenter: Kathryn Kortuem

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

Auditors are allowed to choose to follow the Secretary of State's formula when allocating CARES Act Election Grant funds to municipalities with polling places within Carlton County in order to expedite and streamline the flow of funds. The next page shows the allocation amount each municipality with a polling place will receive under the formula. Monies not spent by the municipality will be returned to the county.

Supporting Attachments

-
-

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

Resolution in the Absence of an Agreement

The County Board of Carlton County hereby acknowledges that by virtue of the failure to reach an agreement between the county and the municipality, the sum of \$15,395 will be provided by the county to the municipality under the CARES Act grant to which the county is the Grantee, and the municipality acknowledges that it is subject to the provisions of paragraphs 1 through 5, 7 through 11 and 13 through 15 of the 2020 CARES Act Grant Agreement as if it were the Grantee.

Atkinson township \$510
Automba township \$424
Barnum township \$742
Blackhoof township \$696
Carlton city \$661
Cloquet city \$5,498
Moose Lake city \$809
Moose Lake township \$677
Perch Lake township \$670
Scanlon city \$668
Silver township \$512
Skelton township \$503
Thomson township \$1,957
Twin Lakes township \$1,066

Carlton Municipalities \$15,395
Carlton County \$16,289

Total \$31,684

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: 9/28/20
Via: Paul Gassert, County Auditor/Treasurer
From: Mary Finnegan
Title of Item for Consideration: Consider Carlton County mortgage subordination to Frandsen Bank - Willows Edge LLC
Presenter: Mary Finnegan

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation On 9-14-20 the EDA met but didn't have a quorum so no vote was taken on the subordination of Carlton County's mortgage to Frandsen Bank's new first mortgage of \$2.8 million in order for Willows Edge to refinance into permanent financing.

Supporting Attachments

- Summary provided on page 2
 Summary has been attached
 Copy of contract and applicable bid comparison
 Draft resolution
 Meeting minutes related to this issue

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

In 2019, Carlton County provided a \$174,000 gap loan to Willows Edge LLC using real estate and a proposed new apartment building in Carlton as collateral. Our mortgage was subordinate to the primary lender on the project, Frandsen Bank who financed and mortgaged \$2.7 million of the \$3.46 million apartment complex project. At the time of Carlton County's loan approval, the finished value of the property was anticipated to be \$3,600,000, making the combined loan-to-value of all debt 79.83% which is good collateral position for Carlton County as a gap lender.

Frandsen bank is now ready to refinance Willows Edge's \$2.7 million construction loan into permanent financing and intends to add \$100,000 in principal to the new note and mortgage, to allow the payoff of a previous partner and provide working capital until the remaining apartments are leased out.

The current balance of the Willows Edge loan with Carlton County was \$166,665.00 as of 9-9-20 and the appraised value of the real estate and finished apartment building came in a bit higher than expected, at \$3,700,000, making the new combined loan-to-value 80.18%, still a favorable ratio for a gap lender.

This item was brought before the Carlton County EDA on 9-14-20 however there was not a quorum at the meeting so no vote took place. Economic Development Staff recommends approval based on favorable loan-to-value, excellent payment history, financial strength of borrowers and other similar project success of borrowers.

*Willows Edge LLC/Carlton County loan documents were dated 6-4-20, modified 8-4-20 to correct loan terms on documents.

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

H-7
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Sept. 28, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Donna Lekander
Title of Item for Consideration: SIP renewal contracts amendments for Pottlatch Deltic & IBP
Presenter: Donna Lekander

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

updated contracts developed by the County Attorney's office for SIP with amendments.

Supporting Attachments

- contracts
-

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



CARLTON COUNTY
SOIL IMPROVEMENT PROGRAM

317 Chestnut Ave, P.O. Box 30Z Carlton, MN 55718
t. 218.384.3511 f. 218.384.3512

MASTER SERVICES AGREEMENT FOR TRANSPORTATION OF
WOOD-ASH AND BY-PRODUCT

This Agreement, made this _____ day of _____ by and between the Carlton County Soil Improvement Program (hereinafter called SIP) and Industrial By Products, LLC. (hereinafter called the Contractor).

WHEREAS SIP provides education and public information to farmers, property owners and the general public regarding proper utilization and benefits of wood ash by-product and other byproduct materials for the purpose of crop yield maximization; and

WHEREAS SIP provides a trained program coordinator who performs site analysis, soil testing, and who provides individual consultation with farmers who are interested in learning of the benefits of and using wood ash from Contractor; and

WHEREAS SIP assists farmers with permitting consistent with the Minnesota Pollution Control Agency (MPCA) guidelines; and

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. Responsibilities of Contractor

- a. Contractor hereby agrees to furnish all of the necessary equipment and labor to arrange, operate and transport by-product ash or other agreed-upon by-product (hereinafter referred to as "ash") from plant to farm site using Contractor's own equipment and employees.
- b. Contractor shall keep accurate weight slips for each farm delivery and provide said slips to SIP on a monthly basis.
- c. Contractor shall coordinate and complete all regulatory reporting requirements as required by MPCA.

2. Responsibilities of SIP

- a. SIP shall provide a planned delivery schedule to Contractor for distribution of ash to farm sites.
- b. SIP shall invoice Contractor on a monthly basis per ton of ash delivered to each farm site.

- c. SIP shall conduct an annual composite ash analysis at a MPCA-approved research laboratory, in accordance with MPCA guidelines and shall provide the composite ash analysis laboratory results to Contractor.
- d. SIP shall maintain a record system of application sites in accordance with MPCA guidelines and shall provide information to Contractor for Contractor's completion of MPCA reports.

3. Payment

Invoices shall be paid on a monthly basis of \$2.70 per ton of ash and lime delivered to the farm.

4. Subcontracting and Assignment

Contractor may enter into subcontracts for performance of any of the services contemplated under this agreement. Contractor shall be responsible for the performance of all subcontractors. Further, if contractor enters into subcontracts, contractor assumes responsibility of subcontractors for indemnification as outlined in this agreement.

5. Term

The Agreement shall be effective until December 31st, 2020.

6. Training and Duty of Care

- a. All personnel of Contractor who arrange, operate or transport ash from plant to farm site shall comply with all DOT and MPCA regulations.
- b. Contractor shall use reasonable care in transporting and delivering ash to designated farm sites.

7. INDEMNIFICATION

CONTRACTOR DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND SIP, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTARY WORKERS AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, OR LAWSUITS FOR DAMAGES WHICH SUCH PARTIES OR INDIVIDUALS MAY HEREINAFTER SUSTAIN, INCUR, OR BE REQUIRED TO PAY BY REASON OF ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR IN THE PERFORMANCE OF THE SERVICES PURCHASED BY SIP AS EXPRESSED HEREIN. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL CONTRACTOR BE RESPONSIBLE FOR CLAIMS, LOSSES, EXPENSES, DAMAGES OR LAWSUITS FOR DAMAGES OR LAWSUITS FOR DAMAGES RELATING TO ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF SIP IN THE PERFFRMANCE OF ITS SERVICES HEREUNDER.

Insurance

- a. Contractor shall submit certificates of insurance to SIP evidencing coverages prior to commencing performance of this Agreement.

8. General

- a. This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time the bankruptcy is filed. This Agreement shall be governed by the laws of the State of Minnesota, both as to interpretation and performance.
- b. Jurisdictional venue for any dispute or claims arising from this Agreement shall be within the Sixth Judicial District of Minnesota and shall be venued in Carlton County.
- c. This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
- d. The failure of the SIP at any time to require performance by Contractor of any provisions hereof shall in no way affect the right of the SIP thereafter to enforce the same. The SIP's failure to require such performance shall not be construed as a waiver of any of the provisions hereof.
- e. If any provisions of the Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.
- f. A letter addressed and sent by certified United States mail to either party at its business address shall be sufficient notice whenever required for any purpose in this Agreement.
 - i. The business address of SIP is PO Box 307, Carlton, MN 55718
 - ii. The business address of Contractor is 18382 Farm to Market Road, Sturgeon Lake MN 55783
- g. It is agreed by the parties to this Agreement that at all times and for all purposes hereunder Contractor is an independent contractor and not an employee of the SIP or Carlton County. No statement contained in this Agreement shall be misconstrued so as to find Contractor an employee of the SIP or Carlton County, and Contractor shall be entitled to none of the rights, privileges, or benefits of SIP or Carlton County employees.
- h. Either party may terminate this agreement prior to the expiration date by providing written notice to the other party at least ninety (90) days in advance of termination.

- i. No person shall illegally be excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this agreement on the basis of race, creed, color, sex, age, disability, of national origin.

The Minnesota Government Data Practices Act Chapter 13 governs all use or disclosure of information concerning this Agreement. It is the responsibility of Contractor to maintain functional knowledge of Chapter 13 and maintain proper levels of confidentiality as detailed in Chapter 13 and is the responsible party for ensuring Contractor is in compliance with the above-cited data practices.

This Agreement shall become effective on the ____ day of _____.

IN WITNESS THEREOF, the parties have executed this Agreement the date and year first above written.

CONTRACTOR: _____

Jason Williams, Owner
Industrial By Products, LLC.

APPROVED AS TO FORM & EXECUTION: BY:

Marv Bodie
Carlton County Board Chair

MASTER SERVICES AGREEMENT FOR TRANSPORTATION OF
WOOD-ASH AND BY-PRODUCT

This Agreement, made this _____ day of _____ by and between the Carlton County Soil Improvement Program (hereinafter called SIP) and PotlatchDeltic Land and Lumber, LLC (hereinafter called the Contractor).

WHEREAS SIP provides education and public information to farmers, property owners and the general public regarding proper utilization and benefits of wood ash by-product and other by-product materials for the purpose of crop yield maximization; and

WHEREAS SIP provides a trained program coordinator who performs site analysis, soil testing, and who provides individual consultation with farmers who are interested in learning of the benefits of and using wood ash from Contractor; and

WHEREAS SIP assists farmers with permitting consistent with the Minnesota Pollution Control Agency (MPCA) guidelines; and

NOW, THEREFORE, for good and valuable consideration, the parties do hereby agree as follows:

1. Responsibilities of Contractor

- a. Contractor hereby agrees to furnish all of the necessary equipment and labor to arrange, operate and transport by-product ash or other agreed-upon by-product (hereinafter referred to as "ash") from plant to farm site.
- b. Contractor shall keep accurate weight slips for each farm delivery and provide said slips to SIP on a quarterly basis.
- c. Contractor shall pay for annual ash analysis as required by MPCA.
- d. Contractor shall coordinate and complete all regulatory reporting requirements as required by MPCA.

2. Responsibilities of SIP

- a. SIP shall provide a planned delivery schedule to Contractor for distribution of ash to farm sites.

- b. SIP shall invoice Contractor on a quarterly basis per ton of ash delivered to each farm site.
- c. SIP shall conduct an annual composite ash analysis at a MPCA-approved research laboratory, in accordance with MPCA guidelines and shall promptly provide the composite ash analysis laboratory results to Contractor.
- d. SIP shall maintain a record system of application sites in accordance with MPCA guidelines and shall promptly provide information to Contractor for Contractor's completion of MPCA reports.

3. Payment

Invoices shall be paid on a monthly basis of \$7.10 per ton of ash delivered to the farm.

4. Subcontracting and Assignment

Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor assign this Agreement without prior written approval of SIP, and subject to such conditions and provisions as SIP may deem necessary. Contractor shall be responsible for the performance of all sub-contractors.

5. Term

The Agreement shall be for a one (1) year period beginning the effective day of this Agreement.

6. Training and Duty of Care

- a. All personnel of Contractor who arrange, operate or transport ash from plant to farm site shall be trained and capable of completing such a delivery. The personnel shall be trained by Contractor or Contractor's designees or third parties. If required by MPCA, Contractor shall maintain certifications of training.
- b. Contractor shall use reasonable care in transporting and delivering ash to designated farm sites.

7. INDEMNIFICATION

CONTRACTOR DOES HEREBY AGREE TO INDEMNIFY AND HOLD HARMLESS AND DEFEND SIP, ITS OFFICERS, AGENTS, EMPLOYEES, AND VOLUNTARY WORKERS AGAINST ANY AND ALL CLAIMS, LOSSES, EXPENSES, DAMAGES, OR LAWSUITS FOR DAMAGES WHICH SUCH PARTIES OR INDIVIDUALS MAY HERINAFTER SUSTAIN, INCUR, OR BE REQUIRED TO PAY BY REASON OF ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR IN THE PERFORMANCE OF THE SERVICES PURCHASED BY SIP AS EXPRESSED HEREIN. NOTWITHSTANDING THE FOREGOING, IN NO EVENT WILL

CONTRACTOR BE RESPONSIBLE FOR CLAIMS, LOSSES, EXPENSES, DAMAGES OR LAWSUITS FOR DAMAGES RELATING TO ANY INTENTIONAL OR NEGLIGENT ACT OR OMISSION OF SIP IN THE PERFORMANCE OF ITS SERVICES HEREUNDER.

Insurance

- a. Contractor shall maintain and cause its subcontractors to maintain insurance covering, in minimum amounts, as follows: (i) commercial general liability, naming SIP as an additional insured (including contractual, premises and operations, products and completed operations liability) in the amount of at least \$2,000,000.00 for injury or death of any one person in any one occurrence and aggregate bodily liability in the amount of at least \$4,000,000.00 for injuries or death arising out of any one occurrence; (ii) Employer's liability of \$1,000,000; and (iii) automobile public liability (including all owned, hired and non-owned automotive equipment) of \$1,000,000 combined single limit.
- b. Contractor shall submit certificates of insurance to SIP evidencing coverages prior to commencing performance of this Agreement.

8. General

- a. This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary, or insolvency of Contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time the bankruptcy is filed. This Agreement shall be governed by the laws of the State of Minnesota, both as to interpretation and performance.
- b. Jurisdictional venue for any dispute or claims arising from this Agreement shall be within the Sixth Judicial District of Minnesota and shall be venued in Carlton County.
- c. This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.
- d. The failure of the SIP at any time to require performance by Contractor of any provisions hereof shall in no way affect the right of the SIP thereafter to enforce the same. The SIP's failure to require such performance shall not be construed as a waiver of any of the provisions hereof.
- e. If any provisions of the Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.
- f. A letter addressed and sent by certified United States mail to either party at its business address shall be sufficient notice whenever required for any purpose in

this Agreement.

- i. The business address of SIP is PO Box 307, Carlton, MN 55718
- ii. The business address of Contractor is 50518 County Road 45, Bemidji MN 56601
- g. It is agreed by the parties to this Agreement that at all times and for all purposes hereunder Contractor is an independent contractor and not an employee of the SIP or Carlton County. No statement contained in this Agreement shall be misconstrued so as to find Contractor an employee of the SIP or Carlton County, and Contractor shall be entitled to none of the rights, privileges, or benefits of SIP or Carlton County employees.
- h. Either party may terminate this agreement prior to the expiration date by providing written notice to the other party at least ninety (90) days in advance of termination.
- i. No person shall illegally be excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this agreement on the basis of race, creed, color, sex, age, disability, or national origin.
- j. The Minnesota Government Data Practices Act Chapter 13 governs all use or disclosure of information concerning this Agreement. It is the responsibility of Contractor to maintain functional knowledge of Chapter 13 and maintain proper levels of confidentiality as detailed in Chapter 13 and is the responsible party for ensuring Contractor is in compliance with the above-cited data practices.

This Agreement shall become effective on the ____ day of _____, _____.

IN WITNESS THEREOF, the parties have executed this Agreement the date and year first above written.

CONTRACTOR: _____
Wade Semeliss, Plant Manager
PotlatchDeltic, Corp.

APPROVED AS TO FORM & EXECUTION:

BY: _____
Marv Bodie
Carlton County Board Chair

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

H-8
Agenda item #

To: Chairperson, Carlton County Board of Commissioners Meeting Sept. 28, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Donna Lekander
Title of Item for Consideration: Consider support for the Northland Foundation Grant partnership opportunity
Presenter: Donna Lekander

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

The goal of the Northeastern Minnesota Community Implementation Hub Collaborative is to establish locally driven, coordinated navigation systems to help connect pregnant and parenting families with young children who are experiencing racial, geographic, or economic inequalities, with critical services to help them thrive. Carlton County would be 1 of 7 hubs in the region.

Supporting Attachments

-

Motion By _____ Seconded By _____

TO:

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



What is Bridge to Benefits?

Bridge to Benefits is an initiative by Children’s Defense Fund-Minnesota to increase awareness and participation in public work support programs and federal and state tax credits. The project relies on an online screening tool that helps determine potential eligibility for an array of programs. Work support programs and tax credits were created by federal and state governments to help low-income workers meet basic needs. Yet, in Minnesota, thousands of eligible families are not participating in these programs or claiming the tax credits that could provide increased economic stability for their families.

What are the goals of Bridge to Benefits?

The goals of CDF Minnesota’s Bridge to Benefits project are to:

- Increase awareness and participation in eight public work support programs and two tax credits;
- Improve economic stability and well-being of low-income families by connecting them to work support programs that help meet basic needs;
- Promote healthy child development;
- Help families navigate complicated public program enrollment processes;
- Assist service providers by forming a “network of support” to ensure families receive the help they need;
- Strengthen communities by bringing in more federal and state dollars through the increased number of families who are participating in public programs and tax credits.

What programs are included in Bridge to Benefits?

Although there are many different types of public programs, CDF Minnesota focuses on the programs that benefit low-income, working Minnesota families. These include: Medical Assistance, MinnesotaCare, the Advanced Premium Tax Credits, Child Care Assistance, Energy Assistance, Supplemental Nutrition Assistance Program (SNAP), School Meal Program, Women, Infants, and Children (WIC) Program, Earned Income Tax Credit (EITC) and Working Family Credit (WFC).

Why focus on public work support programs and tax credits?

Living in poverty has devastating effects on a child’s development. Research confirms, however, that even small increases in a family’s income – as little as \$370 a month – can have positive impacts on children’s cognitive, social and behavioral development outcomes. Participating in public programs puts money in the pockets of low-income families, benefiting their economic, social, and physical health.

BRIDGE TO BENEFITS

Another Way Children’s Defense Fund Helps Strengthen Families

www.bridgetobenefits.org

Children’s Defense Fund Minnesota, 555 Park Street, Suite 410, Saint Paul, MN 55105 651.227.6121

DEEP WORDS TO ADD TO ME THE LENS IS SO WIDE AND MY DREAMS SO SMALL

Yet, despite the benefits, many low-income families do not participate in the public work support programs. Currently, 31% of eligible Minnesotans are not enrolled in SNAP, 50% of uninsured Minnesotans are eligible but not enrolled in MinnesotaCare or Medical Assistance, 82% of eligible children are not enrolled in Child Care Assistance, 70% of eligible households are not enrolled in Energy Assistance, 12% of eligible children are not enrolled in the School Meal Program, 27% of eligible families are not enrolled in WIC, and 22% of eligible Minnesota households do not claim the Earned Income Tax Credit or Working Family Credit. Clearly, there is a need for outreach.

In addition to reaping economic benefits for individual families, improved participation in public programs would mean economic benefits for local communities. Public programs bring millions of federal dollars into the Minnesota economy supporting local grocery stores, schools, health clinics and providers, utility companies and childcare providers. Annually, Minnesota receives about \$811 million in federal funds from the EITC, \$698 million from SNAP, \$55 million from Child Care Assistance, \$168 million from the School Meal Program, \$196 million from MinnesotaCare and \$145 million from Energy Assistance.

Why don't families take advantage of the programs for which they are eligible?

There are many reasons why families fail to participate in public work support programs including lack of awareness, complicated application processes, low literacy levels, language problems, stigma and so on.

To participate in all the programs for which they may be eligible, a family may have to complete multiple applications, visit a variety of eligibility offices and try to understand an array of differing eligibility standards and requirements. CDF Minnesota's Bridge to Benefits project tries to help families overcome these obstacles and simplify the application process to get families enrolled.

How does Bridge to Benefits work?

CDF Minnesota's Bridge to Benefits project basically consists of two steps-- 1) screening low-income families for potential eligibility in Minnesota's work support and tax credit programs and 2) helping families complete the application process for the programs for which they appear eligible.

Step One, Screening: Bridge to Benefits relies on an online screening tool (www.bridgetobenefits.org). By completing the screening process, which takes about 5 to 10 minutes, a family can find out if they are potentially eligible for all these public programs and tax credits. The site also provides descriptions of each program, tips on how to apply, a list of verifications required for each program, downloadable applications and information on where to apply for each program. The site will also lead families to any organizations within their counties that provide one-on-one application assistance for the programs. The site is quick and simple to use and although it is available to any family to use on their own, CDF Minnesota believes the website is most effective when used as part of a community-wide program to support working families. Thus, CDF Minnesota looks to recruit community organizations that serve a large number of working families and are willing to integrate the Bridge to Benefits screening into their everyday work. The screening tool enhances the ability to provide resources to families in a one-stop approach. Potential screening organizations may be schools, job placement centers, social service agencies, housing organizations, family resource centers, food shelves, WIC sites, Head Start programs, etc. There are currently more than 300 organizations across Minnesota that use the screening tool on a regular basis.

Step Two, Application Assistance: CDF Minnesota also seeks to identify local organizations that can help families complete the enrollment process for one or more of the public programs to ensure families get enrolled if they are eligible. These "application assistance" organizations or "navigators" provide families with the one-on-one assistance (such as completing a program application) that may be required to overcome the many obstacles that prevent families from participating in public programs. Examples of this type of organization may be a Community Action Agency that provides assistance in applying for energy assistance, a food shelf that helps families apply for food support, or a health care organization that helps families apply for Medical Assistance. CDF Minnesota has already identified an array of statewide partners that will provide this type of assistance. A family that is screened at one of the screening organizations will be directly referred to one or more of the application assistance organizations to help them complete the application processes. A direct referral means that a family's contact information is forwarded – via the Bridge to Benefits website – to the application assistance organizations, who agree to follow up with that family about starting the enrollment process. This relieves the family of the burden of contacting multiple organizations in order to receive help in applying to programs. This electronic screening and direct referral process is what elevates CDF's Bridge to Benefits project beyond a typical resource and referral project.

How do organizations become involved in Bridge to Benefits?

If your organization currently assists low-income families in finding resources or improving their economic stability, Bridge to Benefits may help meet your goals. If your organization currently assists families in completing applications for a public program, CDF Minnesota would be interested in talking to you about becoming a Bridge to Benefits partner.

For more information on Bridge to Benefits, please contact Elaine Cunningham, Outreach Director, at 651-855-1176 or cunningham@cdf-mn.org.

help me

CONNECT



Help Me Connect is an online navigator designed to help providers connect pregnant individuals and families with young children (birth – 8 years old) with services available in their communities. Providers will be able to make referrals and receive follow-up information that a family has been connected to services that support their child’s healthy development and family well-being.

Navigator Development

2012-13

- Statewide summit explored the National Help Me Grow model with early childhood partners including state staff, tribal liaisons, and health care and education providers

2014 -15

- Statewide workgroups provided recommendations on core components: centralized access, healthcare provider and community outreach, data
- Tribal summits provided recommendations specific to tribal and American Indian communities

2016 -17

- Unsuccessful attempts at legislative and federal grant funding
- State agencies regrouped and moved forward with existing funding sources
- Work plan and next steps created by Help Me Connect implementation team

2018 -19

- Partnered with Minnesota Board on Aging and www.minnesotahelp.info
- Developed Help Me Connect navigator test site and conducted community focus groups
- Completed two rounds of community provider testing

2020

- Community provider recommendations compiled and prioritized
- Marketing and community trainings provided
- Navigator finalized and launched statewide

2021 -22

- Develop and test online referral form with Preschool Development Grant community-based hubs
- Implement access to developmental and social-emotional electronic screening portal
- Market referral form and provide trainings to users and programs receiving referrals
- Launch referral form statewide

Prenatal and Early Childhood Services and Resources



Healthy Development and Screening



Tribal and American Indian Families



Developmental or Behavioral Concerns



Additional Caregiving and Community Support



Disability Services and Resources



Dental Care



Early Learning and Child Care



Basic Needs



Family Well-Being and Mental Health



Legal Services

Supporting Tribal Communities

- Tribal partners recommended separate section for tribal services.
- Tribal nations are sovereign and self-governing, with distinct assets and needs.
- Tribal members have access to unique services.
- Tribal organizations offer culturally relevant services for families.

Parents and providers have strongly voiced a need for a navigator* (electronic and human) and a one-stop shop to help connect to local services. Help Me Connect was developed based on community-level recommendations from a central intake work group, navigator focus groups, early childhood provider interviews, and tribal consultation. This system will support local providers who have trusted relationships with young families to locate available services in the community and make referrals. Help Me Connect will also include access to an electronic portal for developmental and social-emotional screening.



*Findings from the Preschool Development Planning Grant and Title V Maternal Child Health Block Grant needs assessments.

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

H-9
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Sept. 28, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Donna Lekander
Title of Item for Consideration: reappoint CEC UM Extension Committee members and post opening
Presenter: Donna Lekander

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

- Reviewed by other Committee, Board or Commission Yes No NA
- If yes, what was their recommendation support from the UM Extension CEC

Summary

see below

Supporting Attachments

-
-

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Summary:

- District 1 County Extension Committee position will be vacated at the end of the year. Seeking permission to advertise the vacancy and acknowledge the service to the committee by Lyn Jutila of Cloquet, MN who is finishing up her 3rd term on the advisory committee (years of service: 9/13/2011-12/31/2020)
- At Large County Extension Committee Member Rebekah Lund of Cromwell, MN seeking reappointment (currently finishing up her 1st term which began on 2/13/18 and expires 12/31/20)
- District #5 County Extension Committee Member Steve Risacher of Wright, MN seeking reappointment (currently finishing up his 1st term which began on 9/1/17 and expires 12/31/20)

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

H-10
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Sept. 28, 2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Donna Lekander
Title of Item for Consideration: SIP consultant update
Presenter: Donna Lekander

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

- Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation CEC/SIP subcommittee recommendation to hire a consultant to the Board

Summary

SIP consultant presentation highlighting findings

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-11
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: September 28, 2020

Via: Kathy Kortuem, Acting County Auditor/Treasurer

From: Dennis Genereau, Jr

Title of Item for Consideration: Consideration of proposed Resolution of the matter of Olthoff v. Carlton County, et al. (Case No. 20-cv-00956 (ECT-LIB)).

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 County Board in Closed Session

Summary:

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 - 12
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 9-28-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Kathy Kortuem
Title of Item for Consideration: Approve liquor license application for Rugged Spruce Golf Club
Presenter: Kathy Kortuem

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

Rugged Spruce Golf Club (formerly 29 Pines) is applying for an on-sale intoxicating liquor license

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

I-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 9-28-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Kathy Kortuem
Title of Item for Consideration: Approve proposed 2021 Unorganized Township Budgets
Presenter: Kathy Kortuem

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

See attached proposed budget

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Unorganized Township Levies

	<u>Fund</u>	<u>2020</u>	<u>Proposed</u> <u>2021</u>	<u>Increase/ Decrease</u>	<u>Percent</u>	
Clear Creek	R & B	30,000	30,000	-	0.0%	Recommended by Transportation Dept 5% increase
	Fire	14,500	15,230	730	5.0%	
	Total	44,500	45,230	730	1.6%	
Corona	R & B	24,000	24,000	-	0.0%	Recommended by Transportation Dept 5% increase (rounded) 5% increase
	Fire Relief	300	320	20	6.7%	
	Fire	9,900	10,400	500	5.1%	
	Total	34,200	34,720	520	1.5%	
Progress	R & B	10,000	10,000	-	0.0%	Recommended by Transportation Dept 5% increase (rounded) 5% increase
	Fire Relief	300	320	20	6.7%	
	Fire	5,000	5,250	250	5.0%	
	Total	15,300	15,570	270	1.8%	
Red Clover	R & B	25,000	25,000	-	0.0%	Recommended by Transportation Dept 5% increase (rounded) 5% increase
	Fire Relief	900	950	50	5.6%	
	Fire	16,600	17,430	830	5.0%	
	Total	42,500	43,380	880	2.1%	
Sawyer	R & B	25,000	25,000	-	0.0%	Recommended by Transportation Dept Recommended by City of Carlton Legislative limit of \$1,500 Legislative limit of \$1,500 5% increase
	Fire	21,600	17,530	(4,070)	-18.8%	
	Recreation	1,500	1,500	-	0.0%	
	Cemetery	1,500	1,500	-	0.0%	
	Ambulance	6,300	6,620	320	5.1%	
	Total	55,900	52,150	(3,750)	-6.7%	

Legislation authorized Sawyer recreation levy up to \$1,500 / year Payable 1997 - 2006

Legislation authorized Sawyer cemetery levy up to \$1,000 / year Payable 2000 - 2009

Ambulance levies added in payable 2008 for Clear Creek and Sawyer

2014 Legislation reauthorized Sawyer cemetery in 2014 - no dollar limit and no period defined

2015 Determined Clear Creek is no longer in Carlton Ambulance District

2017 Legislation authorized Sawyer recreation levy up to \$1,500 / year Payable 2018 and beyond

2020 Fire levy distributed between Fire and Fire Relief

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

I-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 9-28-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Kathryn Kortuem
Title of Item for Consideration: Approve proposed 2021 Unorganized Township Levies
Presenter: Kathryn Kortuem

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

See attached proposed levies

Supporting Attachments

-
-

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Office Of The Carlton County Auditor/Treasurer

AUDITOR

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

Kathryn Kortuem

Acting Auditor/Treasurer

Kelly Lampel

Chief Deputy Auditor/Treasurer

TREASURER

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

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

BY COMMISSIONER:

ADOPTED: September 28, 2020

BE IT RESOLVED that the Carlton County Board of Commissioners, does hereby levy for the year 2021 amounts for the following purposes on taxable property in the unorganized townships:

	<u>LEVY</u>
a. Road & Bridge	
Clear Creek	\$30,000
Corona	24,000
Progress	10,000
Red Clover	25,000
Sawyer	25,000
b. Fire Protection	
Clear Creek	\$15,230
Corona	10,400
Progress	5,250
Red Clover	17,430
Sawyer	17,530
c. Fire Relief	
Corona	\$320
Progress	\$320
Red Clover	\$950
c. Ambulance	
Sawyer	\$6,620
d. Cemetery	
Sawyer	\$1,500
e. Recreation	
Sawyer	\$1,500