

Carlton County
Board of Commissioners
REGULAR SESSION
Tuesday, October 13, 2020
8:30 a.m.
Carlton County Transportation Building

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

A. Administrative - Routine

1. Roll Call
2. Pledge of Allegiance to the Flag
- 3** County Attorney's Statement Allowing Remote Participation due to Peacetime Emergency
4. Approve Agenda
5. Approve Minutes of the September 28, 2020, Regular Session
6. Visitors:
 - a.
 - b.
 - c.
 - d.

B. Human Services

1. Financial
2. Personnel
 - a. Position Re-Fill Disabilities Services
3. Administrative
4. Social Services
5. Public Health Services
6. Income Maintenance

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

C. Zoning and Environmental Services

1. Consider one year contract extension for mattress transporting
2. Consider reappointments to Planning Commission
3. Consider Interim Use Permit (IUO) #42002 Alex R. Omar

D. Land and Building

1. Premier Horticulture – MN Peat Lease Approval

E. Transportation

1. Barnum Shop Easement
2. Approve final pay request SAP 009-611-004

F. Public Safety

G. Tax Matters

H. Administrative – Other

1. Consider approving the Carlton County Technology Policy
2. Accept August 2020 Expenditure Listing
3. Approve contract with USI Insurance Services (formerly Hildi Inc.) for GASB 75 Other Post- Employment Benefits (OPEB) reporting

I. Unorganized Township Matters

J. Commissioners Comments and Meetings Attended

K. Correspondence

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

2-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 13 October 2020

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

From: Greg Bernu Land

Title of Item for Consideration: Premier Horticulture - MN DNR Peat Lease Approval

Presenter: same

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

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

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

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

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Adopted December 8, 2015

Revised November 28, 2016

Summary:

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 Carlton County Board as part of the JPA also needs to pass by Resolution approval of the Lease

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

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*Auditor/Treasurer***TREASURER**

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

***** RESOLUTION NO. *****

BY COMMISSIONER:

ADOPTED: October 13, 2020

WHEREAS, The Carlton County Board of Commissioners held a Public Hearing on September 28, 2020 to take public comment on a proposed lease for peat between Carlton County, the State of Minnesota and Premier Horticulture, and

WHEREAS, No public comments were received at the meeting nor before or after the meeting,

NOW, THEREFORE, BE IT RESOLVED that the Carlton County Board of Commissioners Approve the Lease between Carlton County, the State of Minnesota and Premier Horticulture pursuant to a Joint Powers Agreement between Carlton County and the State of Minnesota, to mine peat resources located in Beseman Township further identified as:

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").

BE IT FURTHER RESOLVED for valuable consideration and pursuant to said laws, the Carlton County Auditor, acting on behalf of the State of Minnesota, in trust for the taxing districts, does hereby grant to the State of Minnesota, a perpetual non-exclusive easement for public road, trail, and access purposes, including ingress, egress, and utility purposes, together with the unrestricted right to improve the same upon, over, and across certain lands owned by the State described as follows:

The West Sixty-six feet of the Northwest Quarter of the Northwest Quarter, the South Sixty-six feet of the Northwest Quarter of the Northwest Quarter, the South Sixty-six feet of the Northeast Quarter of the Northwest Quarter, the East Sixty-six feet of the Southeast Quarter of the Northwest Quarter and

the East Sixty-six feet of the Northeast Quarter of the Southwest Quarter, all in Section Thirty-five (35), Township Forty-seven North (47N), Range Twenty-one West (21W), Automba Township

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

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

Nay votes: None

Absent: None

I, Kathryn Kortuem, Auditor of the County of Carlton, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 13th day of October 2020, and that the same is a true and correct copy of the whole thereof.

WITNESS MY HAND AND SEAL OF OFFICE in Carlton, Minnesota, this 13th day of October 2020.

Kathy Kortuem
Carlton County Auditor/Treasurer

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

C-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners
Meeting Date: October 13, 2020
Via: Kathy Kortuem, County Auditor/Treasurer
From: Heather Cunningham, Zoning and Environmental Services
Title of Item for Consideration: Consider Interim Use Permit (IUP) #420004 Alex R. Omar

Presenter: Heather Cunningham, Zoning and Environmental Services

Type of Action Requested (check all that apply)

Approve by resolution or order (approve IUP in accordance with Findings of Fact and associated conditions)

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

Has Human Resources reviewed the request Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation The Planning Commission recommended approval in accordance with Findings of Fact and conditions at the October 7, 2020, meeting.

Summary:

Alex R. Omar of 2351 Bromfield Road, Carlton, MN 55718, represented by Precision Pipeline, LLC (Mitch Repka of 3314 56th Street, Eau Claire, WI 54703 and Rachel Johnson of 1409 Hammond Avenue, Suite 114, Superior, WI 54880), has requested a Conditional/Interim Use Permit for a temporary contractor construction yard to support Enbridge Energy Line 3. The subject property is described as Part of the Northeast ¼ of the Northeast ¼ and Part of the Southeast ¼ of the Northeast ¼ all in Section 35, Township 48 North, Range 18 West in Atkinson Township. The property addresses are 2323 and 2351 Bromfield Road, respectively (PIN 33-022-9160 and 9240).

This request was considered at the October 7, 2020, Planning Commission meeting with recommendations to grant Interim Use Permit #420004 in accordance with the Findings of Fact detailed in the meeting minutes and with the following conditions:

1. The application is processed as an Interim Use Permit. The use as a contractor construction yard shall terminate by December 31, 2023.
2. The applicant must undertake the project according to the plans and specifications submitted to the County with the application or as modified by Carlton County.

3. The permit will be periodically reviewed by the County to assure compliance with the permit and permit conditions. The permit may be modified or revoked if the permittee violates one or more of the conditions of the permit.
4. The County may enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinance.
5. Lighting shall be directed away from neighboring properties so as not to be a nuisance.
6. The applicant shall comply with any requirements of the Carlton County Transportation Department, Atkinson Township and the Minnesota Department of Natural Resources (DNR) regarding traffic, dust control and signage. This includes any road repairs required above and beyond typical road maintenance completed by the County, Township or DNR.
7. The noise generated from the use shall not exceed the standards set forth by the Minnesota Pollution Control Agency (MPCA) in Minnesota Rules Chapter 7030. The applicant shall be responsible for the hiring of a qualified consultant to test for compliance of the aforementioned Rule during the first month of operation and if and when a signed, written complaint has been received by the Zoning and Environmental Services Office from a property owner within 0.25 mile of the subject property. The test results shall be filed with the Zoning and Environmental Services Office.
8. The applicant must comply with all other applicable Federal, State and Local rules and regulations.

Supporting Attachments

Meeting minutes related to this issue

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

8-2a
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 10/13/20
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Dave Lee-PHHS
Title of Item for Consideration: Position Re-Fill Disabilities Services
Presenter: Peg Hart and Dave Lee

Type of Action Requested (check all that apply)

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

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 Disabilities Services Unit has been working with an unfilled social worker position since April 2020. This caseload includes case management for individuals with significant disabilities. All individuals served are vulnerable children and adults in need of services such as foster care, in home support, skilled nurse visits and medication management. This position will serve approximately 60-65 individuals. For the past 6 months this caseload has been temporarily managed by other staff in the unit, including the supervisor, who generally does not carry a caseload. Staff have been overwhelmed covering this caseload and it is becoming unmanageable now that in-person meetings are resuming. This position generates enough case management revenue through the Federal/State Waivers and Social Service Time Study so no local levy funds are needed; Waiver case management is generally a nominally net-gain position.

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

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

C-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: October 13, 2020
Via: Kathy Kortuem, County Auditor/Treasurer
From: Heather Cunningham, Zoning and Environmental Services Administrator
Title of Item for Consideration: Consider one year contract extension for mattress transporting
Presenter: Heather Cunningham, Zoning and Environmental Services Administrator

Type of Action Requested (check all that apply)

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

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 agreement Carlton County has with Waste Management to haul mattresses to Goodwill Industries for recycling is set to expire October 31, 2020. The current agreement allows for an extension for one year (up to three times) at the same rate. This the first extension of the agreement.

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

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

C-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: October 13, 2020
Via: Kathy Kortuem, County Auditor/Treasurer
From: Heather Cunningham, Zoning and Environmental Services Administrator
Title of Item for Consideration: Consider reappointments to Planning Commission
Presenter: Heather Cunningham, Zoning and Environmental Services Administrator

Type of Action Requested (check all that apply)

- Info only, no action requested at this time
 Award contract or bid
 Approve by resolution
 Consider reappointments to Planning Commission

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

Byron Kuster (At Large, 3rd term) is willing to serve another term on the Planning Commission. His term is set to expire December 31, 2020. Sam Huhta (5th District, 3rd term) is willing to serve another term on the Planning Commission. His term is set to expire December 31, 2020.

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

**DRAFT
PLANNING COMMISSION MEETING
October 7, 2020, at 7:00 PM
Carlton County Transportation Building**

(1) Chairperson Ezell called the meeting to order at 7:01 PM.

Members Present: Jack Ezell, Jim Gottschald, Byron Kuster, Sam Huhta, Dennis Lundin, Erik Abrahamson and Keith Depre

Members Absent: None

Ex Officio Members Present: Commissioner Mark Thell and Heather Cunningham

Ex Officio Member Absent: None

(2) Motion by Abrahamson, seconded by Lundin, and supported by all yeas votes to approve the minutes of the August 5, 2020, meeting.

(3) The public hearing was called to order at 7:02 PM.

(4) Chairperson Ezell read a statement that legal ads were sent to the two legal newspapers. The Star Gazette ad was sent on September 17, 2020, and published September 24, 2020. The Pine Knot ad was sent on September 17, 2020, and published on September 25, 2020.

(5) Chairperson Ezell read statements regarding Findings of Fact and Finality of Decisions. Statements regarding Findings of Fact and Finality of Decisions were placed on the projector screen.

(6) Permit Requests:

(A) Interim Use Permit #420004

Alex R. Omar of 2351 Bromfield Road, Carlton, MN 55718, represented by Precision Pipeline, LLC (Mitch Repka of 3314 56th Street, Eau Claire, WI 54703 and Rachel Johnson of 1409 Hammond Avenue, Suite 114, Superior, WI 54880), has requested a Conditional/Interim Use Permit for a temporary contractor construction yard to support Enbridge Energy Line 3. The subject property is described as Part of the Northeast ¼ of the Northeast ¼ and Part of the Southeast ¼ of the Northeast ¼ all in Section 35, Township 48 North, Range 18 West in Atkinson Township. The property addresses are 2323 and 2351 Bromfield Road, respectively (PIN 33-022-9160 and 9240).

Mitch Repka, Rachel Johnson and Alex Omar were present to represent the request. Chairperson Ezell read the description of the request from the legal ad and asked the representatives to expound on the request.

Repka indicated the subject property is two parcels owned by Alex Omar. Precision Pipeline would like to use the property as a laydown yard and equipment and material storage yard. They would like the flexibility to be able to have office trailers. The purpose of the project is for Line 3. Repka requested a sunset date of December 31, 2023, for the proposed use. During the construction of Line 3, they would like to use the yard 24 hours a day, seven days a week to support winter activities and winter construction. During the winter, they drive the frost down in the construction right-of-way.

Johnson indicated the access points as depicted on the maps will be finalized next week in a meeting with the township.

Repka indicated they have completed the necessary environmental surveys, the wetlands are noted on the maps and have also completed a cultural survey. The Stormwater Pollution Prevention Plan (SWPPP) will be submitted soon.

Chairman Ezell asked about the crossing of the DNR trail. Johnson indicated that she has been in communication with Cunningham. The DNR will be providing the signage and they will be mindful of the crossing.

Kuster asked about what welding activities would take place on the subject property. Repka indicated it would mostly be equipment repairs. He didn't want to leave out the possibility of pipe fabrication.

Chairman Ezell remarked that no one except for the representatives were present at the public hearing. He asked if anyone spoke to the neighbors. Omar indicated everyone seems fine with the project. There is a pipeline replacement project towards the end of the road and the neighborhood is used to construction. Johnson indicated Enbridge did outreach as well.

Kuster asked what type and capacity of fuel tanks would be used on the property. Repka indicated they hire a third party. The tanks will have secondary containment and no more than 250 gallon capacity. The third party completes all the necessary permitting.

Chairman Ezell asked if there were any questions from the Planning Commission. There were none.

Chairman Ezell summarized the development review submitted by Zoning Administrator Cunningham dated September 30, 2020.

Chairman Ezell asked the representatives if they understood and agreed to the conditions. Repka indicated yes.

Gottschald asked the Planning Commission about the wording of the sunset condition used for the pipe storage yard permitted at the last meeting for Omar Sand and Gravel. Cunningham passed around a statement with the sunset condition used for that permit to each Planning Commission member and the representatives. Gottschald asked if this condition would work for this project. Repka indicated no, this yard would be used during the decommission of the existing line which will be completed after the new line is mechanically completed. Commissioner Thell asked the representatives how and where the decommissioned line would be disposed of. Repka indicated that would be a question for Enbridge.

Cunningham played the development review video and the representatives and Cunningham narrated.

Gottschald asked where the fencing would be placed. Repka pointed out the location on the map attached to the application.

Chairperson Ezell asked if there were any other comments or questions. There were none.

(7) As there were no additional questions, Chairman Ezell closed the public hearing at 7:33 PM. The Planning Commission deliberated the conditional/interim use application as part of the Planning Commission meeting. During deliberations, it was decided to add a condition relating to the additional permitting that will likely be required from local, state and federal entities.

(A) Interim Use Permit #420004

Motion by Depre, seconded by Gottschald, and supported by yea votes to recommend approval of Interim Use Permit #420004 to the County Board in accordance with the findings of fact and approved by the Planning Commission with eight conditions, as follows:

IS THE USE REQUESTED TEMPORARY?

Yes. The application indicates that the request is temporary. Clarification is needed on the term of this request.

IS THE USE OWNER SPECIFIC?

No. The use should not be considered owner specific as indicated on the application.

DOES THE USE LACK SPECIFIC EXISTING OR NEW INFRASTRUCTURE?

No. According to the application, the use includes existing or new infrastructure.

IF YOU ANSWER ANY OF THE ABOVE QUESTIONS YES, CONSIDER PROCESSING AS IUP. PLEASE DESCRIBE WHY THE USE SHOULD BE CONSIDERED AN IUP OR CUP: This office recommends that the use is processed as an interim use. A date should be set by the Planning Commission for this use to sunset (December 31, 2023).

FINDINGS OF FACT:

1. IS THE CONDITIONAL OR INTERIM USE SPECIFICALLY LISTED IN THE ZONING DISTRICT IN WHICH THE PROPERTY LIES? No. Article 4, Section 5, Subdivision B of Carlton County Ordinance #27 does not specifically list temporary contractor construction yard as a permitted or conditional/interim use.

If the answer is no, you must make the following findings:

- A.) THE USE IS SIMILAR IN NATURE TO OTHER USES LISTED IN THE SAME ZONING DISTRICT. WHY OR WHY NOT? Yes. Permanent forest processing activities, including sawmills, debarking and chipping facilities and yarding areas are listed as conditional/interim uses in Zoning Districts A-2. These activities would be similar in nature as they could potentially create nuisance noise, dust, vibration and traffic concerns. Also listed as a conditional/interim use is a regional pipeline.
- B.) THE PROPOSED USE DOES NOT CREATE A GREATER POTENTIAL FOR IMPACTS THAN OTHER USES LISTED THAT CANNOT BE MITIGATED WITH APPROPRIATE CONDITIONS. WHY OR WHY NOT? Yes, if the use is temporary. The proposed use and any potential impacts could be mitigated with appropriate conditions, as detailed below. The request to operate 24 hours per day, seven days a week could be mitigated with lighting and noise restrictions.
- C.) IS THE PROPOSED USE COMPATIBLE WITH ADJACENT LAND USES? WHY OR WHY NOT? Yes, if the use is temporary. Adjacent land uses appear to be residential and agricultural. There are several residences located across Bromfield Road in in the viewshed of the proposed use. Potential impacts to these residences need to be mitigated with conditions related to noise, dust and lighting.
- D.) THE PROPOSED USE IS CONSISTENT WITH THE CARLTON COUNTY COMPREHENSIVE PLAN OR THE INTENT OF THE ORDINANCE. WHY OR WHY NOT? Yes. The request does not appear to be in conflict with the intent of the Carlton County Comprehensive Plan or Carlton County Zoning Ordinance #27. The Highway 61 corridor has a historical use for light industrial.

If the answer to 1 is yes or if A – D are all yes, proceed to question 2. If not, the request should not be approved.

2. THE USE WILL NOT BE INJURIOUS TO THE USE AND ENJOYMENT OF PROPERTY IN THE IMMEDIATE VICINITY FOR THE PURPOSE ALREADY PERMITTED NOR SUBSTANTIALLY DIMINISH AND IMPAIR PROPERTY VALUES. Yes, if the use is temporary. The use of the property as a temporary contractor construction yard could be injurious to the use and enjoyment of other property in the immediate vicinity for the purpose already permitted if conditions are not imposed or if the use were permanent. Property values within immediate vicinity should not be substantially diminished as the proposed use is temporary. Potential impacts need to be mitigated with conditions and a sunset date for the use.
3. THE ESTABLISHMENT OF THIS USE WILL NOT IMPEDE NORMAL AND ORDERLY DEVELOPMENT AND IMPROVEMENT OF SURROUNDING VACANT PROPERTY FOR USES PREDOMINANT IN THE AREA. Yes. The establishment of the interim use should not impede the normal and orderly development and improvement of surrounding vacant property for uses predominant in the area as long as appropriate conditions are placed on this use as described and includes a sunset date.
4. ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE AND OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED. Yes. It appears that adequate utilities, access roads and drainage have been or are being provided.
5. ADEQUATE OFF STREET PARKING IS OR WILL BE PROVIDED. Yes. No parking will be allowed on Highway 61, Bromfield Road or the Willard Munger Trail.
6. ADEQUATE MEASURES HAVE BEEN OR WILL BE TAKEN TO PREVENT OR CONTROL OFFENSIVE ODOR, FUMES, DUST, NOISE AND VIBRATION SO THAT NONE OF THESE CONSTITUTE A NUISANCE. Yes. The applicant shall comply with any requirements of the DNR or Atkinson Township regarding traffic and dust control. A condition has been developed for noise compliance monitoring with audits to measure and take corrective action.
7. ADEQUATE CONTROL OF LIGHTED SIGNS AND OTHER LIGHTS IS PROVIDED SO THAT A DISTURBANCE TO NEIGHBORING PROPERTIES WILL NOT RESULT. Yes. A condition has been developed to control lights so that a disturbance to the neighboring properties will not result.

CONDITIONS:

1. The application is processed as an Interim Use Permit. The use as a contractor construction yard shall terminate by December 31, 2023.
2. The applicant must undertake the project according to the plans and specifications submitted to the County with the application or as modified by Carlton County.
3. The permit will be periodically reviewed by the County to assure compliance with the permit and permit conditions. The permit may be modified or revoked if the permittee violates one or more of the conditions of the permit.
4. The County may enter onto the premises at reasonable times and in a reasonable manner to insure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinance.
5. Lighting shall be directed away from neighboring properties so as not to be a nuisance.

6. The applicant shall comply with any requirements of the Carlton County Transportation Department, Atkinson Township and the Minnesota Department of Natural Resources (DNR) regarding traffic, dust control and signage. This includes any road repairs required above and beyond typical road maintenance completed by the County, Township or DNR.
7. The noise generated from the use shall not exceed the standards set forth by the Minnesota Pollution Control Agency (MPCA) in Minnesota Rules Chapter 7030. The applicant shall be responsible for the hiring of a qualified consultant to test for compliance of the aforementioned Rule during the first month of operation and if and when a signed, written complaint has been received by the Zoning and Environmental Services Office from a property owner within 0.25 mile of the subject property. The test results shall be filed with the Zoning and Environmental Services Office.
8. The applicant must comply with all other applicable Federal, State and Local rules and regulations.

(8) Old Business: None

(9) Other Business: None

(10) Motion by Abrahamson, seconded by Kuster, and supported by yea votes to adjourn the meeting.

Respectfully submitted,

Heather Cunningham
Zoning and Environmental Services Administrator
Recording Secretary

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

E-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 10/13/2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: JinYeene Neumann, County Engineer
Title of Item for Consideration: Barnum Shop Easement
Presenter: JinYeene Neumann

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

During the construction of the Barnum Shop, it was brought to our attention by the State of MN that a permanent easement was needed around the Lift Station in order to hook into the City of Barnum Sanitary Sewer System. Attached are the documents to be signed to grant the City of Barnum a easement for the Lift Station at the Barnum Shop

Supporting Attachments

- _____

Motion By _____ Seconded By _____
TO: _____
Action on Motion: _____ AYE _____ NO _____ ABSTAIN
Motion: Carried Defeated

Adopted December 8, 2015
Revised November 28, 2016

Utility Easement (Parcel #39-026-0311)

An easement for utility purposes over, under and across that part of the Southwest Quarter of the Southeast Quarter, Section 2, Township 46, Range 19, Carlton County, Minnesota, described as follows:

Commencing at the intersection of the south line of said Southwest Quarter of the Southeast Quarter and the southeasterly right-of-way line of County Highway No. 61; thence northeasterly, along last described right-of-way line, a distance of 255.63 feet to the actual point of beginning of the easement herein described; thence continuing northeasterly, along last described right-of-way line, a distance of 40.00 feet; thence southeasterly, at right angles, a distance of 35.00 feet; thence southwesterly, at right angles, a distance of 40.00 feet; thence northwesterly, at right angles, a distance of 35.00 feet to said point of beginning.

**GRANT OF PERMANENT EASEMENT
FOR DRAINAGE AND UTILITY PURPOSES**

Carlton County, a Minnesota county, hereinafter collectively referred to as "Grantor", do hereby grant unto the **CITY OF BARNUM**, a Minnesota municipal corporation, the Grantee, hereinafter referred to as the "City", its successors and assigns, forever, a permanent easement for public drainage and utility purposes over, on, across, under and through the land situated in the County of Carlton, State of Minnesota, legally described on the attached Exhibit..

INCLUDING the rights of the City, its contractors, agents, servants, and assigns, to enter upon the Easement Property at all reasonable times to construct, reconstruct, inspect, repair, and maintain said public drainage and utility systems over, across, on, under, and through the easement premises, together with the right to grade, level, fill, drain, pave, and excavate the Easement Property, and the further right to remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of said public drainage and utility systems.

The above-named Grantor, for themselves, their successors, and assigns, do covenant with the City, its successors and assigns, that they are well seized in fee title of the Easement Property; that they have the sole right to grant and convey the easement to the City; that there are no unrecorded interests in the Easement Property; and they will indemnify and hold the City harmless for any breach of the foregoing covenants.

**GRANT OF PERMANENT EASEMENT
FOR DRAINAGE AND UTILITY PURPOSES**

Page 2

IN TESTIMONY WHEREOF, the Grantor hereto has signed this easement this
_____ day of _____, 2020.

Signed FOR Carlton County by:

Kathryn Kortuem, County Auditor/Treasurer

Marv Bodie, Chairman of the County Board

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2020, before me appeared Marv Bodie, Chairman of the County Board and Kathryn Kortuem, County Auditor/Treasurer, to me known to be the persons described herein, who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and are authorized to do so on behalf of the County of Carlton.

Signature of person taking acknowledgment

Notarial Seal/Stamp

This instrument was drafted by:
Carlton County Transportation Department
1630 County Road 61
Carlton, MN 55718

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

Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 10/13/2020

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

From: JinYeene Neumann, County Engineer

Title of Item for Consideration: Fees for 911 signs and installation

Presenter: JinYeene Neumann

Type of Action Requested (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

Fiscal Impact (check all that apply)

Item included under current budget Yes No NA

Budget adjustment required Yes No NA

Reviewed by Finance Committee Yes No NA

Staffing Impact

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

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

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

Reviewed by Human Resources Yes No NA

Other

Reviewed by other Committee, Board or Commission Yes No NA

If yes, what was their recommendation _____

Summary

We would like to propose raising the fee for providing and installing 911 signs to \$80.54. The fees are currently \$50.00. The sign and post cost the County \$50/sign, installation is estimated at \$25.00/sign. According to the Department of Revenue we should be applying sales tax to this as we are selling individuals a sign. State sales tax is 6.875% and County sales tax is 0.5% Total Price proposed = \$75 (sign, post, installation) + \$5.16 (State Sales Tax) + \$0.38 (County Sales Tax) = \$80.54

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 Board of Commissioners
Item for Consideration / Agenda Item Cover Sheet

Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 10/13/2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: JlnYeene Neumann, County Engineer
Title of Item for Consideration: Detour Agreement (1044908) with MnDOT
Presenter: JlnYeene Neumann

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

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

Summary

Approve entering into an agreement with MnDOT (Agreement 1044908) to use CR 120 and CR 122 as a detour during the construction on TH 73 and TH 210 being performed by MnDOT in the City of Cromwell. see attachments for more details

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



District One Office
Mail Stop 010
1123 Mesaba Avenue, Duluth, MN 55811
Office Telephone: (218) 725-2778

Date: October 5, 2020

JinYeene Neumann
Carlton County Engineer
1630 County Road 61
Carlton, MN 55718

RE: Proposed Const. Agreement No. 1044908
Carlton County
S.P. 0915-32 (T.H. 210=002)
State Funds
State cost compensation for road life Consumed by the T.H. 210 detour.

Dear Ms. Neumann:

Transmitted herewith is a proposed agreement with the County of Carlton. This agreement provides for payment by the State to the County for road life consumed on C.R. 120 and C.R. 122 used as a Temporary Trunk Highway detour.

Kindly present this agreement to the County Board for their approval and execution, which includes original signatures of the County Board authorized County officers, on the agreement. Also required is a resolution passed by the County Board authorizing its officers to sign the agreement on its behalf. A suggested form of such resolution is enclosed.

Electronic signatures are being encouraged. Please be advised that if electronic signatures are being utilized, that signatories must not lock the document and all parties must sign in succession on the same document. The County Board's resolution must be attached to the PDF prior to any electronic signatures. Please remove the sample resolution if the County is providing their own resolution.

Please return the signed agreement and resolution, once they have been executed by the County. A copy will be returned to the County when fully executed.

Sincerely,

Morris Luke
Digitally signed by Morris Luke
Date: 2020.10.05 14:21:48
-05'00'

Morrie Luke
Assistant District Traffic Engineer

Enc. Proposed Agreement (2)
Resolution (2)

cc: CoopAgreements.DOT@state.mn.us
File

An equal opportunity employer

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
And
CARLTON COUNTY
DETOUR AGREEMENT
For Trunk Highway No. 73 Detour**

State Project Number (S.P.):	<u>0915-32</u>	Original Amount Encumbered
Trunk Highway Number (T.H.):	<u>210-002</u>	<u>\$8,307.78</u>

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and Carlton County, acting through its Board of Commissioners ("County").

Recitals

1. The State is about to perform pavement replacement, storm sewer, ADA, and intersection improvement construction upon, along, and adjacent to Trunk Highway (T.H.) No. 210 from 1,025 feet west of the intersection of Trunk Highway No. 73 to 274 feet east of the centerline of Elm Street and on Trunk Highway No. 73 from the north radius of the intersection of Trunk Highway No. 210 to 264 feet south of South Alley under State Project No. 0915-32 (T.H. 210=002); and
2. The State requires a detour to carry Trunk Highway No. 73 traffic on County Road (C.R.) No. 120, County Road No. 122, and County Road No. 123 during the construction; and
3. The County is willing to maintain the Trunk Highway No. 73 detour; and
4. The State is willing to reimburse the County for the road life consumed by the detour and detour maintenance on County Road No. 120 and County Road No. 122 as hereinafter set forth; and
5. The State is willing to perform a full depth reclamation on County Road No. 123 from Trunk Highway No. 73 to County Road No. 120, and the County is willing to provide materials, labor, and equipment in order to raise the grade, clean ditches, and install a culvert before the State detours Trunk Highway No. 73 traffic; and
6. Minnesota Statutes § 471.59, subdivision 10, § 161.25, and § 161.20, subdivision 2(b), authorize the parties to enter into this Agreement.

Agreement

1. **Term of Agreement;**
 - 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
 - 1.2. **Expiration Date.** This Agreement will expire when the State removes all detour signs, returns the temporary Trunk Highway detour to the County, and pays for the detour compensation.
2. **Agreement Between the Parties**
 - 2.1. **Detour.**
 - A. **Locations.** The State will establish the T.H. 73 detour route on the following County roads as detailed in the project plans or Special Provisions:
C.R. 120, C.R. 122, and C.R. 123 for a total distance of 7.69 miles.

- B. **Modification of the Detour Route.** The State may modify the detour route or may add additional roadways to the official detour during construction. The State will request concurrence from the County for changes to the detour route. If such change increases the State's total payment amount over the maximum obligation in Article 3.2, the Agreement will be amended.
- C. **Axle Loads and Over-Dimension Loads.** The County will permit 5-ton axle loads on the detour route. Over-dimension loads will not be permitted.
- D. **Traffic Control Devices.** The State may install, maintain, and remove any traffic control devices it considers necessary to properly control the detoured traffic. The State may paint roadway markings, such as the centerline, edge lines, and necessary messages.
- E. **Duration.** The State will provide the County with advance notice identifying the dates the State intends to place and remove the detour signing.

2.2. Maintenance.

- A. The County will maintain the portion of the detour that is on County roads, and furnish all necessary labor and materials, to the satisfaction of the State's District Maintenance Engineer at Duluth.
- B. **County's Failure to Adequately Maintain.** If the County fails to adequately maintain the detour as provided in Section 2.2.A. of this Agreement, of which failure the State will be the sole judge, the State may perform such work or cause it to be performed, as the State's District Maintenance Engineer considers necessary, to properly and adequately maintain the T.H. 73 detour. The State may retain the cost of such maintenance from any moneys then due, or thereafter becoming due, to the County under this Agreement. This paragraph will not be construed to relinquish any rights of action that may accrue on behalf of the State against the County for any breach of agreement.

2.3. Basis of State Cost.

- A. **Road Life Consumed by Detour on C.R. 120 and C.R. 122.** The State will reimburse the County for the road life consumed by the detour using the following methods, as set forth in the Detour Management Study Final Report dated January 1991, and updated by MnDOT's Policy on Cost Participation for Cooperative Construction Projects and Maintenance Responsibilities between MnDOT and Local Units of Government.
 - i. The "Gas Tax Method" formula, multiplies the Combined Tax Factor per mile times the Average Daily Traffic ("ADT") count of vehicles diverted from the Trunk Highway times the County road length in miles times the duration of the detour in days to determine the State's cost for the road life consumed by the detour. If an ADT changes, the parties will amend the Agreement.
 - ii. The County may, at its option, perform an "Equivalent Overlay Method" analysis. A State-approved firm, at no cost or expense to the State, must perform the testing and analysis. The County will keep records and accounts to verify any claim it might bring against the State for additional costs using the "Equivalent Overlay Method".
- B. **Detour on C.R. 123.** The condition of C.R. 123 between T.H. 73 and C.R. 120 is not conducive to supporting T.H. 73 traffic. Both the County and the State will contribute to bringing the condition of C.R. 123 between T.H. 73 and C.R. 120 up to an acceptable standard.
 - i. The County will provide material, labor, and equipment at its own cost and expense in fall 2020 to clean ditches and install a culvert to reestablish drainage on C.R. 123.

- ii. In spring 2021, the County will provide materials, labor, and equipment at its own cost and expense to add 6 inches of Class 5 aggregate to C.R. 123 as needed to raise the grade before the State detours T.H. 73 traffic.
- iii. The State at its own cost and expense will cause its construction contractor under S.P. 0915-32 to perform full-depth reclamation of one mile of C.R. 123 between T.H. 73 and C.R. 120.
- iv. After the reclamation is complete, the County will provide materials, labor, and equipment at its own cost and expense to add 6 inches of Class 5 aggregate to C.R. 123 prior to the State detouring T.H. 73 traffic.
- v. The State's reclamation work is made in lieu of a payment for this portion of the detour, which will not be included in the "Road Life Consumed" calculation.

C. **Maintenance Costs.** The State's detour maintenance cost will be equal to the amount computed by using the "Gas Tax Method" formula under Section 2.3.A.

3. Payment

The State's payment consists of the sum of the road life consumed and maintenance amounts.

3.1. **For Road Life Consumed.** The State's total payment for the road life consumed by the detour is equal to the amount computed by using the "Gas Tax Method" formula plus any amount determined by using the "Equivalent Overlay Method" analysis that is in excess of twice the "Gas Tax Method" amount.

The State's estimated cost for the road life consumed by the detour is based on the data below:

<u>Stage</u>	<u>Tax Factor</u>	<u>ADT</u>	<u>Road Length (Miles)</u>	<u>Duration (Days)</u>	<u>Cost</u>
C.R. 120 South Leg	0.00513	1,600	4.00	70	\$2,298.24
C.R. 120 North Leg	0.00513	1,950	1.10	70	\$770.27
C.R. 122	0.00513	1,950	1.55	70	\$1,085.38
Road Life Consumed Amount:					<u>\$4,153.89</u>

3.2. **For Maintenance.** \$4,153.89 is the State's estimated cost for detour maintenance based on the "Gas Tax Method" amount.

The State may retain the cost of State performed detour maintenance, as provided for in Section 2.2 of this Agreement, from any moneys then due, or thereafter becoming due, to the County under this Agreement.

3.3. **Total Payment and Maximum Obligation.**

- A. \$8,307.78 is the State's estimated payment for road life consumed (\$4,153.89) and maintenance (\$4,153.89).
- B. \$16,500.00 is the maximum obligation of the State under this Agreement and must not be exceeded unless the maximum obligation is increased by execution of an amendment to this Agreement.

3.4. **Conditions of Payment.** The State will pay the County the State's total road life consumed and maintenance payment amount after performing the following conditions.

- A. Execution of this Agreement and the County's receipt of the executed Agreement.
- B. State's encumbrance of the State's total payment amount.

- C. State's removal of all detour signs.
- D. State notifies the County of the removal of the detour signs, and the number of days the detour was in effect.
- E. State's receipt of a written request from the County for payment.

4. Release of Road Restoration Obligations

By accepting the State's reclamation work, road life consumed and maintenance payment plan and total payment amount, the County releases the State of its obligation, under Minnesota Statutes § 161.25, to restore the County roads used as a T.H. 73 detour to as good condition as they were before designation as temporary trunk highways.

5. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

5.1. The State's Authorized Representative will be:

Name, Title: Morris Luke, Assistant District Traffic Engineer (or successor)
Address: 1123 Mesaba Avenue, Duluth, MN 55811
Telephone: (218) 725-2778
E-Mail: morris.luke@state.mn.us

5.2. The County's Authorized Representative will be:

Name, Title: JinYeene Neumann, Carlton County Engineer (or successor)
Address: 1630 County Road 61, Carlton, MN 55718
Telephone: (218) 384-9150
E-Mail: JinYeene.Neumann@co.carlton.mn.us

6. Assignment; Amendments, Waiver; Contract Complete

- 6.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office.
- 6.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 6.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 6.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the County. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

7. Liability

The County and State will be responsible for their own acts and omissions, to the extent authorized by law. Minnesota Statutes § 3.736 governs the State's liability. Minnesota Statutes, Chapter 466 governs the liability of the County.

8. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the County's books, records, documents, and accounting procedures and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

9. Government Data Practices

The County and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the County under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the County or the State.

10. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

11. Termination; Suspension

11.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties or by the State for insufficient funding as described below.

11.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the County. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the County will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if this Agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds.

11.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities, performance, and payments authorized through this Agreement. Any work performed during a period of suspension will be considered unauthorized work and will be undertaken at the risk of non-payment.

12. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance), if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

[The remainder of this page has been intentionally left blank]

STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes § 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Purchase Order: 3000557011

CARLTON COUNTY

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Approved:

Duane Hill

Digitally signed by Duane Hill
Date: 2020.10.05 13:07:44
-05'00'

By: _____
(District Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF THE RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

CARLTON COUNTY

RESOLUTION

IT IS RESOLVED that Carlton County enter into MnDOT Agreement No. 1044908 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the State to the County for the use and maintenance of County Road No. 120 and County Road No. 122 as a detour route and for the County's and State's contributions to bringing the condition of County Road No. 123 between Trunk Highway No. 73 and County Road No. 120 up to an acceptable standard before the State detours Trunk Highway No. 73 traffic during the construction to be performed upon, along, and adjacent to Trunk Highway No. 210 from 1,025 feet west of the intersection of Trunk Highway No. 73 to 274 feet east of the centerline of Elm Street and on Trunk Highway No. 73 from the north radius of the intersection of Trunk Highway No. 210 to 264 feet south of South Alley under State Project No. 0915-32 (T.H. 210=002).

IT IS FURTHER RESOLVED that the County Engineer and the County Auditor are authorized to execute the Agreement and any amendments to the Agreement.

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

E-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 10/13/2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Carla McCullough
Title of Item for Consideration: Final Pay Request SAP 009-611-004
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 009-611-004

Supporting Attachments

- Final Pay Request Cover Sheet
 County Board Resolution for Final Payment

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

WHEREAS, the contract with Redstone Construction, LLC for SAP 009-611-004, for the construction of the Approach Grading and Bridge No. 09534 on CSAH 11 over the Nemadji Creek, approximately 0.8 miles north of the junction with CSAH 8; and

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 Seventy Eight Thousand Seven Hundred Eleven Dollars and Eighty-Two Cents (\$78,711.82) to Redstone Construction, LLC.



CARLTON COUNTY TRANSPORTATION DEPT

1630 COUNTY ROAD 61
 CARLTON, MN 557188170

Project SAP 009-611-004 [1902] - SAP 009-611-004, Br 09534
 Final Pay Request No. 5

Contractor: Redstone Construction, LLC
 2183 HWY 65 N.
 Mora, MN 55051

Contract No.
 Vendor No. N/A
 For Period: 11/14/2019 - 9/23/2020
 Warrant # _____ Date _____

Contract Amounts

Original Contract	\$853,681.46
Contract Changes	\$6,922.67
Revised Contract	\$860,604.13

Work Certified To Date

Base Bid Items	\$809,934.78
Backsheet	\$0.00
Change Order	\$6,922.67
Supplemental Agreement	\$0.00
Work Order	\$0.00
Material On Hand	\$0.00
Total	\$816,857.45

Funds Encumbered

Original	\$853,681.46
Additional	N/A
Total	\$853,681.46

	Work Certified This Request	Work Certified To Date	Less Amount Retained	Less Previous Payments	Amount Paid This Request	Total Amount Paid To Date
SAP 009-611-004 [1902]	\$39,862.05	\$816,857.45	\$0.00	\$738,145.63	\$78,711.82	\$816,857.45
Percent Retained: 0.0000%						
Amount Paid This Final Pay Request					\$78,711.82	

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

John Paul Heumann
 Carlton County Engineer

Date

9/23/2020

Approved By Redstone Construction, LLC

Mate R. Larson
 Contractor

Date

9/24/2020

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: October 13, 2020
Via: Kathy Kortuem, Acting County Auditor/Treasurer
From: Dennis Genereau, Jr
Title of Item for Consideration: Consider approving the Carlton County Technology Policy
Presenter: Dennis Genereau, Jr.

Type of Action Requested (check all that apply)

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

Fiscal Impact (check all that apply)

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

Staffing Impact

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

Other

Reviewed by other Committee, Board or Commission Yes No NA
If yes, what was their recommendation The Finance Committee, Management Team, Building Committee and Committee of the Whole all approved the policy

Summary:

Supporting Attachments

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



*Carlton County
Technology, Network, Internet Use and Email Policy*

Adopted:
Revised:

Carlton County Technology, Network, Internet Use and Email Policy

Purpose

Carlton County utilizes computers and computer systems in the work place to facilitate communications, improve employee productivity, and fulfill its government functions.

This policy is intended to provide Carlton County employees with rules and guidelines about the appropriate use of county technology equipment, network, internet access, and email.

Policy

This policy shall apply to all employees of Carlton County, and shall govern all county technology equipment, network, internet use/access, and email on all systems that are owned and connect to Carlton County's network or access or store Carlton County data.

All employees must adhere to the policy. Violation of this policy could result in disciplinary and/or legal action up to and including termination of employment. All employees are required to acknowledge receipt and confirm that they have understood and agree to abide by the rules hereunder.

Department heads shall be responsible for setting specific departmental policies on computer usage within the framework of the overall County policy. Department heads shall also be responsible to establish departmental policies on the creation of data and storage of records consistent with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, and the preservation of public records consistent with Minn. Stat. § 138.17, and Minn. Stat. § 15.17.

It is the responsibility of Carlton County employees to utilize Carlton County computers and systems to further the goals of Carlton County in providing services to its citizens. Employees are also responsible for taking all precautions necessary to avoid contamination of the county's computers and systems by software viruses and to prevent the unauthorized use of the County's systems. The IT Department shall be responsible to maintain and operate the County's hardware and software systems. This includes the appropriate backup of systems and information for purposes of disaster recovery. Backup of such a nature is not intended to create data.

County technology and network

Carlton County technology equipment in this policy includes county-issued phones, laptops, desktops, tablets and any other technology equipment that belong to Carlton County.

Employees are responsible for equipment whenever they take it out of their offices. County employees should take all reasonable measures to protect Carlton County owned technology.

Any use of our network and connection must follow confidentiality and data protection standards.

Carlton County Technology, Network, Internet Use and Email Policy

Employees should:

- Keep their passwords secret at all times.
- Log into their county accounts only from safe devices.
- Use strong passwords to log into work-related websites and services.

Employees should also be careful when downloading and opening/executing files and software. If an employee is unsure if a file is safe, they should ask the Carlton County IT Department.

Carlton County may install anti-virus, malware, and disk encryption software on our company computers. Employees may not deactivate or configure settings and firewalls without County IT Department approval.

The installation of software such as instant messaging technology is strictly prohibited, unless approved by the Carlton County IT Department.

All internet data that is composed, transmitted and/or received by employees using Carlton County technology equipment is considered to belong to Carlton County and is recognized as part of its official data. It is therefore subject to disclosure for legal reasons or to other appropriate third parties.

Employee internet usage

Employees are advised to use our county's internet connection for the following reasons:

- To complete their job duties.
- To seek out information that they can use to improve their work.
- To access county social media accounts, while conforming to our social media standards.

Unacceptable use of the internet by employees includes, but is not limited to:

- Downloading or uploading obscene, offensive or illegal material.
- Sending confidential information to unauthorized recipients.
- Invading another person's privacy and sensitive information.
- Sending or posting discriminatory, harassing, or threatening messages or images on the internet or via Carlton County email service.
- Using computers to perpetrate any form of fraud, and/or software, film or music piracy.
- Stealing, using, or disclosing someone else's password without authorization,
- Downloading, copying or pirating software and electronic files that are copyrighted or without authorization.
- Sharing confidential material.
- Hacking into unauthorized websites.
- Introducing malicious software onto the county network and/or jeopardizing the security of the county's electronic communications systems.
- Visiting potentially dangerous websites that can compromise the safety of our network and computers.

Carlton County Technology, Network, Internet Use and Email Policy

Personal use of Carlton County hardware, software, and internet is permitted. However, such use shall be limited in time and frequency in accordance with County and departmental policies. It shall be conducted in a manner to limit the interruption of County business.

Carlton County equipment is the property of Carlton County and the county reserves the right to monitor internet traffic and monitor and access data that is composed, sent or received through its internet or network connections.

All sites and downloads may be monitored and/or blocked by Carlton County if they are deemed to be harmful and/or not productive to county business.

The county expects employees to exercise good judgment and remain productive at work while using the internet.

Email

Emails sent via the county email system should not contain content that is deemed to be offensive. This includes, though is not restricted to, the use of vulgar or harassing language/images.

Employees should understand that county email may be saved for files, could be requested through data requests, and is archived currently for a three-year period.

Our employees can use their county email accounts for work-related purposes as long as they don't violate this policy's rules. Employees shouldn't use their county email to:

- Register to illegal, unsafe, disreputable or suspect websites and services.
- Send obscene, offensive or discriminatory messages and content.
- Send unauthorized advertisements or solicitation emails.
- Send or post chain letters, solicitations, or advertisements not related to county purposes or activities
- Send email that is intimidating or harassing.
- Use email for purposes of political lobbying or campaigning.
- Violate copyright laws by inappropriately distributing protected works.
- Pose as anyone other than oneself when sending email, except when authorized to send messages for another when serving in an administrative support role.
- Send unencrypted confidential (protected nonpublic) Carlton County data over the external network.
- Email users must not give the impression that they are representing, giving opinions, or otherwise making statements on behalf of Carlton County or any unit of Carlton County unless appropriately authorized (explicitly or implicitly) to do so.
- Where appropriate, an explicit disclaimer will be included unless it is clear from the context that the author is not representing Carlton County.
- An example of a simple disclaimer is "the opinions expressed are my own, and not necessarily those of my employer."
- Individuals must not send, forward or receive confidential or sensitive Carlton County information through non-Carlton County email accounts.
- Individuals must not send, forward, receive or store confidential or sensitive Carlton County information utilizing non-Carlton County accredited mobile devices.

Carlton County Technology, Network, Internet Use and Email Policy

- Send unsolicited messages to large groups except as required to conduct County business.
- Pass off personal views as representing those of the organization
- If an employee is unsure about what constitutes acceptable email usage, then he/she should ask his/her supervisor for further guidance and clarification.

Carlton County reserves the right to monitor county emails. All terms and conditions as stated in this document are applicable to all users of the Carlton County network and internet connection.

All terms and conditions as stated in this document reflect an agreement of all parties and should be governed and interpreted in accordance with the policies and procedures mentioned above. Any user violating these policies is subject to disciplinary action deemed appropriate by Carlton County.

It is the responsibility of each employee to ensure that records are retained according to Carlton County retention policies, in an appropriate format, and that records of Carlton County business are not destroyed due to mismanagement or neglect.

Any e-mail message or information created, sent, received, accessed, or stored with Carlton County's e-mail system is the property of Carlton County. Therefore, users do not have an express or implied personal privacy right in any e-mail message or information created, sent, received, accessed, or stored with Carlton County's e-mail system.

Carlton County currently uses ZixGateway and ZixPort to ensure the confidentiality of private (protected/non- public) information sent via email and to comply with privacy regulations. Carlton County can only guarantee the privacy or confidentiality of e-mail messages delivered through the county's secure email system. Any information that is confidential as a matter of law should be communicated via Carlton County's secure email system.

Carlton County has an email archiving product that allows the Carlton County IT Department to view all incoming and outgoing email. Currently, county email is considered official county communication and is archived for a period of three years from the time of the transmitted email.

Retained email messages are similar to retained printed communication and should be written, transmitted and stored with the same care.

Examples of email messages that may need to be retained include messages related to:

- Policy or decision making
- Specific case files
- Contracts
- A larger record
- Significant public business

Users should be aware that even when they delete an email, though not apparent, it may continue to exist in backup or archival storage devices or in the mailboxes of other recipients or addressees.

Because email accounts are not designed as data retention repositories, users should archive their messages on the file server according to departmental guidelines and record retention schedules. Refer to

your Department Head for retention locations and guidelines. Contact the IT Department for assistance with archiving messages.

When the County is a party to litigation, the County Attorney's Office, County Coordinator's Office or responsible authority for the data as outlined in the Carlton County Data Practices Policy may notify users of the need to preserve all email messages relating to a specific subject. Such notice will include instructions on where to hold those messages until otherwise notified.

User compliance

By my electronic signature, I verify that I understand and will abide by this County Technology, Internet Use, and Email Policy. I further understand that should I commit any violation of this policy, my access privileges may be revoked, disciplinary action and/or appropriate legal action may be taken.

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

H - 2

Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 10-13-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Kathryn Kortuem
Title of Item for Consideration: Accept August 2020 Expenditure Listing
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

Expenditure listing for August 2020 = \$6,142,626.59

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

CARLTON COUNTY
Expenditures for the Month of August 2020

Board Bills	\$4,588,545.92	Motion made by:
Payroll	1,554,080.67	_____
Other	0.00	Motion seconded by:
Total	\$6,142,626.59	_____

Expenditures by Fund

Fund 1 Revenue	\$1,851,421.55
Fund 10 Road and Bridge	1,174,489.38
Fund 11 Public Health & Human Services	1,528,486.33
Fund 30 Cap Outlay Barnum Garage Project	1,010,766.79
Fund 32 2016 Refi 2010A/B CSC CIP	450.00
Fund 33 2020 GO Imp Barnum Garage	0.00
Fund 40 2012 Refi '03 Hwy Bldg & '06 Road	0.00
Fund 70 Current Taxes	0.00
Fund 71 Motor Vehicle	324,316.74
Fund 72 Delinquent Taxes	0.00
Fund 73 State Fund	167,416.63
Fund 74 Forfeited Tax	21,283.42
Fund 75 Economic Development (IRRRB)	20,887.36
Fund 76 Refunding Fund	101.00
Fund 77 HS Agency Fund LCTS	43,007.39
Fund 78 Schools	0.00
Fund 79 Towns and Cities	0.00
Fund 80 ISTS Loan Program	0.00
Total	\$6,142,626.59

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

H - 3

Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 10-13-2020
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer
From: Kathryn Kortuem

Title of Item for Consideration: Approve contract w/ USI Ins. Services (formerly Hildi Inc.) for GASB 75 Other Post- Employment Benefits (OPEB) reporting
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

GASB 75 OPEB disclosures have a two-year cycle. The actuarial valuation in this contract updates the previous year's info for use in the 2020
Financial Statements. Cost of the contract is \$5,200.

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Adopted December 8, 2015
Revised November 28, 2016

**Exhibit 1 to
AGREEMENT FOR CONSULTING SERVICES
Consultant and Rate Schedule**

Consultant Representative's Name	Title	Effective Start Date	Expected End Date
USICG (Hildi Inc.) Actuaries and Consultants	Consulting Actuaries	January 1, 2021	December 31, 2022
Base Fees			
The approximate budget for USICG (Hildi Inc.) consulting services is as follows:			
	2021 Fiscal Year	2022 Fiscal Year	
GASB 75	\$5,200	January 1, 2021 actuarial valuation to be used as base results. GASB 75 disclosures to be developed for the year ending December 31, 2022. Approximately \$800 - \$1,000	
<p>These Base Actuarial Fees include the following:</p> <ul style="list-style-type: none"> • An Actuarial Report including all information required by the GASB Statements. USICG (Hildi Inc.) will provide an electronic copy of the actuarial report. One to three hard copies of the report can be sent, too, if requested. • A results meeting by conference call to discuss the results. • Teleconferencing with the actuaries on pending or anticipated issues which may affect the actuarial valuation/report. If any work is needed based on one of the outcomes of a teleconference, a fee will be agreed upon before any work is initiated. • Periodic memos and telephone calls to provide updates on developments that may affect future actuarial reports. 			
<p>All quotes assume the plan provisions and assumptions remain unchanged from the last actuarial valuation or year-end disclosure. Additional charges may occur if there is out of scope work due to an OPEB Trust, changes in funding or investment policy for the OPEBs, changes in plan provisions or assumptions, or changes in the GASB disclosure requirements.</p>			

SERVICES OR REQUIREMENTS:

The Agreement for Consulting Services is dated September 29, 2020.

Company: Carlton County

Consultant: USICG (earlier as Hildi Inc.)

(Authorized Signature)

Gene Hildahl

(Authorized Signature)

(Date)

September 29, 2020

(Date)

(Please Note: A signature is required on both page 5 and Exhibit 1. Thank you.)