

Carlton County  
Board of Commissioners  
\*\*\*REGULAR SESSION\*\*\*  
Tuesday, July 9, 2019  
8:30 a.m.

Carlton County Transportation Building

**A. Administrative - Routine**

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Approve Agenda
4. Approve Minutes of the June 17<sup>th</sup>, 2019, Board of Review and County Board of Equalization and the June 24<sup>th</sup>, 2019, Adjourned Board Meeting
5. Visitors:
  - a. Employee Service Awards (H-1)
  - b.
  - c.
  - d.

**B. Human Services**

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

9. Human Services Advisory Committee Comments

10. Case Action & Licensing of Foster and Day Care Homes

- a. Family Child Care and Foster Care Renewals, Closings, and new Licenses

**C. Zoning and Environmental Services**

**D. Land and Building**

- 1. Application for Repurchase for Leslie Anthony (Tony) Boedigheimer, Jr. – City of Cloquet

**E. Transportation**

**F. Public Safety**

- 1. Approve refilling Correction Officer position due to internal promotion

**G. Tax Matters**

**H. Administrative – Other**

- 1. Employee Service Awards:

- 10 year - Dustin Roe - Sheriff's Office
- 20 year - Carolyn Woods - PHHS
- 30 year - Kelly Lake - Sheriff's Office

- 2. Approve Memorial Day Commemoration Reimbursements to Veterans Organizations
- 3. Approve moving Legal Secretary to Senior Legal Secretary
- 4. Accept/approve the May 2019 Expenditure Listing
- 5. Consider JPA with Mn Dept of Corrections – County Attorney Prosecution Services
- 6. Consider approving Hold Harmless and Indemnification Agreement for Bee Event

**I. Unorganized Township Matters**

1. Cromwell Wright Fire District Proposed NTC-Based Levy Contracts (Informational Only)

**J. Commissioners Comments and Meetings Attended**

**K. Correspondence**

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

B10a  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 7-9-2019  
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer  
From: Public Health & Human Services  
Title of Item for Consideration: Family Child Care and Foster Care Renewals, Closings, and new Licenses  
Presenter: Dave Lee/Sarah Krocka

**Type of Action Requested** (check all that apply)

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

**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**

New Child Foster Care Providers: Daniel and Diane Lambert 6-21-19 #47631437, Gerald Finifrock and Rachel Nelson 6-27-19 #47135548, Toni King 4-23-19 #46720246, Heather Jussila 5-8-19 #47394462  
Child Foster Care Renewals: REM 20th Street Corp 5-1-19 #46254141, Ray and Cindy Crestik 6-1-19 #780063  
Child Foster Care Closing: Theodore Marczak 7-1-19 #33550544  
New Family Childcare: Molly Lockwood 5-13-19 #47724910 Family Childcare Closure: Kelli Smith 6-6-19 #45134751  
Family Childcare Renewal: Judy Sanda 5-1-19 #33513780, Cathy Chandler 6-1-19 #43258041, Brady and Laurie Lyons 6-1-19 #33470104,  
Nicole Skramstad 6-1-19 #45102128, Judi Unkelhaeuser 6-1-19 #33474740, Veronica Kelley 7-1-19 #33469489

**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:**

**CARLTON COUNTY**  
**PUBLIC HEALTH & HUMAN SERVICES BOARD AGENDA**  
**July 9, 2019**

1. FINANCIAL
2. PERSONNEL
3. ADMINISTRATIVE
4. SOCIAL SERVICES
5. HEALTH SERVICES
6. INCOME MAINTENANCE
7. CHILD SUPPORT & COLLECTIONS
8. HUMAN SERVICES ADVISORY COMMITTEE COMMENTS
9. LICENSING OF FOSTER AND DAY CARE HOMES
  - a. Approve updates

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

DI  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: July 9, 2019  
Via: Paul Gassert, County Auditor/Treasurer  
From: Greg Bernu, Land Commissioner  
Title of Item for Consideration: Repurchase application Tony Boedigheimer  
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 (attached)
- 

**Fiscal Impact** (check all that apply)

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

**Staffing Impact**

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

**Other**

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

**Supporting Attachments**

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

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

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

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

Motion: Carried  Defeated

**Summary:**

Parcel 06-060-0380 Forfeited to the State of Minnesota for non-payment of property tax in December of 2018. The owner of record, Leslie Anthony (Tony) Bodigheimer has made application to repurchase the parcel. Back taxes are in the \$32,000 range and Penalty and interest (P&I) adds another \$13K +/- . Tony has asked for leniency on the P&I, and would like to repurchase on contract. MS 282 does allow for repurchase under contract, which Carlton County honors on a four year note.



**APPLICATION FOR REPURCHASE OF FORFEITED LANDS**

Pursuant to Minnesota Statutes, Section 282.241

To the Board of County Commissioners and

The County Auditor of Carlton County, Minnesota:

The undersigned, Leslie A. Bredyheimer as <sup>(a)</sup> owner, hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes, Section 282.241; said land is situated in said Carlton County, Minnesota, and particularly described as follows:

(INSERT LEGAL DESCRIPTION OR SEE ATTACHED LEGAL DESCRIPTION)  
CARLTON COUNTY, MINNESOTA. Parcel No. XX-000-XXXX

Applicant states and shows that at the time of the forfeiture to the State of said land for taxes hereinafter set out, Leslie A. Bredyheimer was the owner of said land.

That said land forfeited to the State on the 31<sup>st</sup> day of December, 2018.

That such taxes became delinquent 2014, and remained delinquent and unpaid for the subsequent years of 2015, 2017, and 2018.

That the aggregate of all delinquent taxes and assessments, with penalties, costs and interest, exclusive of taxes and assessments to be reinstated as provided by Minnesota Statutes, Section 282.251 is the sum of six thousand two hundred seventeen dollars and ninety cents (\$6,217.90). <sup>772</sup>

That permission to repurchase said land is hereby requested for the reasons stated as follows:  
Applicants were unable to redeem the property prior to the forfeiture.

Dated 6-26, 2019

[Signature]  
Applicant

Applicant

STATE OF MINNESOTA,

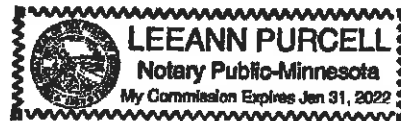
County of Carlton

(print name, organization, relationship to or representative of)

being duly sworn, deposes and says: that they are the applicant and petitioner in the foregoing petition; that they have read said petition and knows the contents thereof; that the same is true of their own knowledge save as to the matters therein stated on information and belief and as to those matters they believe it to be true.

Subscribed and sworn to before me this

27<sup>th</sup> day of June, 2019  
[Signature]  
Notary Signature



Notary Stamp/Seal

\*(a) the owner, (or) the representative of the owner, (or) a person to whom the right to pay taxes is given by statute, to-wit: (designating under what claim of right, whether as mortgagee or otherwise the right is exercised).

State of Minnesota  
County of Carlton, MN

Petition of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

For Repurchase of Land Forfeited to the State of Minnesota for Delinquent Taxes

Filed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

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

---

RESOLUTION OF COUNTY BOARD

*Resolved by the Board of County Commissioners of Carlton County, MN,  
that the foregoing application is hereby approved.*

Adopted this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
County Board Chairperson

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

INQPCL-3

Parcel Description

7/02/19

Data set: PRD Production

15:45:22

Parcel/Acct : 06-060-0380            1531    Asmt/Tax year: 2016 2017

Sect/Town/Range/Dir:

Acres/Undiv int % :            .00 100.00%

Plat/Lot/Block . . :    60    17            CITY OF CLOQUET CO AUD SUBD NO 2

MH court/serial nbr:

LOT 17 EX S 100 FT OF ERLY 132 FT & EX THAT            <--Version: 3

PORTION OF LOT 17 LYING N OF HWY NO 45 SUBJ

TO EASE AND LOT 26 EX W 66 FT AND EX

S 100 FT OF E1/2

Bottom

F1=Help

F3=Exit

F9=Print

F12=Cancel

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

FI  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting July 9, 2019

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

From: Sheriff Kelly Lake

Title of Item for Consideration: Request approval to fill Corrections Officer position due to internal promotion

Presenter: Sheriff Kelly Lake

**Type of Action Requested** (check all that apply)

Info only, no action requested at this time

Award contract or bid

Approve by resolution

**Fiscal Impact** (check all that apply)

Item included under current budget  Yes  No  NA

Budget adjustment required  Yes  No  NA

Reviewed by Finance Committee  Yes  No  NA

**Staffing Impact**

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

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

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

Reviewed by Human Resources  Yes  No  NA

**Other**

Reviewed by other Committee, Board or Commission  Yes  No  NA

If yes, what was their recommendation

**Summary**

Request to fill Corrections Officer vacancy due to recent internal promotion within the Sheriff's Office Jail division. This will also create a current eligibility list that does not exist today.

**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

Approved and Adopted on March 10, 2015

H-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners  
Via: Paul Gassert, County Auditor/Treasurer  
From: Dannell Savage

Date: 06/26/2019

Item for Consideration: Employee Service Awards

Requested Meeting Date: 07/09/2019 Presenter: \_\_\_\_\_

### **Type of Action Requested** (check all that apply)

- Info only, no action requested
- Discussion only with possible future action
- Adopt Ordinance, Policy, or Revision
- Letter/Award Bid or Quote (attach copy of bid/quote comparison)
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize (re)filling staff position
- Request to schedule public hearing/meeting
- Item to be referred to \_\_\_\_\_ Committee/Commission
- Request by member of the public to be heard
- Item to be table until future meeting on \_\_\_\_\_
- Item to be addressed in closed session under MN Statute
- Other (please list) \_\_\_\_\_

### **Fiscal Impact** (check all that apply)

- Reviewed by the Finance Committee  Yes  No
- Is this item in the current approved budget:  Yes  No (attach explanation)  Partially \_\_\_\_\_
- What type of expenditure is this?  Operating  Capital Improvement Project  Other (attach explanation)
- Revenue line or account that funds this item: \_\_\_\_\_
- Expenditure line or account for this item: \_\_\_\_\_
- Budget adjustment required  Yes  No Budget Year(s) \_\_\_\_\_
- Federal/State Grant Funds applicable  Yes  No Federal/State Grant No. \_\_\_\_\_ CFDA No. \_\_\_\_\_

### **Staffing Impact** (Any yes answer requires a review by Human Resources Department before going to the Board)

- Duties of a department employee(s) may be materially affected.  Yes  No
- Applicable job description(s) may require revision.  Yes  No
- Item may impact a bargaining unit agreement or county work policy.  Yes  No
- Item may change the department's authorized staffing level.  Yes  No

_____
HR Review

### **Other Impact**

- Reviewed by other Committee(s).  Yes  No
- If so, which Committee and what was their recommendation? \_\_\_\_\_

### **Supporting Attachment(s)**

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Bid/quote comparison worksheet
- Draft County Board resolution
- Copy of previous minutes related to this issue
- Other supporting document(s) (Please list) \_\_\_\_\_

CC: \_\_\_\_\_

Provide copies of supporting documentation **NO LATER THAN Thursday at 12:00 p.m.** to make the Board's agenda packet for the following Monday/Tuesday. Items **MAY NOT** be placed on the Board agenda except in emergency situations unless complete documentation is provided for mailing in the Board packets.

**Summary:**

10 year - Dustin Roe - Sheriff's Office

20 year - Carolyn Woods - PHHS

30 year - Kelly Lake - Sheriff's Office

H2

October 22, 2018

Carlton County Committee of the Whole  
Carlton, MN 55718

Dear Sirs:

Our post was informed that there may be some money available again this year from the county to help with Memorial Day expenses. Our post operates on a very limited budget and do the best we can with what we have. What the post lacks is made up for by its members, whose numbers (about 25) are also small. We, of course, would greatly appreciate any help we could get.

Memorial Day is one of our most important days. A day before Memorial Day, we put flags on all the veterans graves with poppies. For those of you who have never attended, the day starts at the Barnum High School with a service with the school band and a guest minister, a reading of our deceased veterans going back to the Spanish-American War to the present and a flag ceremony in front of the school. After the school ceremony, we go to the Barnum Riverside Cemetery and do a flag ceremony. Then we go to the Mahtowa Cemetery and do another flag ceremony and retire. These ceremonies are done with a bugle and gun salute. We do this with about eight people (more if we can get them). This year we had about 10. The day after, we remove the flags from the graves, leaving only the poppies.

The following are our expenses:

Mileage to put up flags – 12 miles, 10 people, \$.50/mile = \$60

Flag replacement – \$10. We place 174 flags and replacement is at about 10%.

Take down and put away flags – 12 miles, 10 people, \$.50/mile = \$60

Replacement of graves markers – \$200. This went up this year because we are attempting to place markers on all grave sites going back to the Civil War. As we find these veterans graves, if they don't have a marker we will place one at our expense. They cost \$20 and we have budgeted ourselves to 10 a year. These markers are the small medallion that is on a post and will hold a small flag.

Memorial Day mileage of Barnum High School to Barnum Cemetery to Mahtowa Cemetery and return is 36 miles, 8 people, \$.50/mile = \$144.

Uniform maintenance 8x\$10 = \$80 (shirts, jackets, hats, pants, patches, etc.)

Minister = \$25

These are the expenses as we know them. This does not include poppies and lunch following the morning ceremonies for the participating veterans. We very much appreciate the help we get from the county and want to thank you.

Sincerely,



Daniel Kaspszak, Commander  
American Legion Post 415  
P.O. Box 113  
Barnum, MN 55707

**Motion by Bodie, seconded by Brenner, and carried by all yea votes to authorize a \$100 increase in the change fund for the Zoning and Environmental Services Offices.**

Motion by Brenner, seconded by Bodie, and carried by all yea votes to approve the payments to various Veterans Organizations for Memorial Day Services as follows:

American Legion Post 415 – Barnum	\$300.00
American Legion Post 379 – Moose Lake	\$300.00
American Legion Post 262 – Cloquet	\$226.83
American Legion Post 360 – Kettle River	\$150.00
Veterans of Foreign Wars Post 3979 – Cloquet	\$221.44
Veterans of Foreign Wars Post 2962 - Carlton	\$300.00

*9/13/2016  
Board  
Minutes*

Motion by Brenner, seconded by Zmyslony, and carried by all yea votes to adopt the following resolution: (16-086)

BE IT RESOLVED by the Carlton County Board of Commissioners, that the County enter into a Grant Contract with the Minnesota Department of Veterans Affairs (MDVA) to conduct the Carlton County Veterans Service Office Operational Enhancement Grant Program. This grant will be used to provide outreach to the county's veterans; to assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the county veterans service office, as specified in Minnesota Laws 2015, Chapter 77, Article 1, Section 37, Subdivision 2. This grant will not be used to supplant or replace other funding.

BE IT FUTHER RESOLVED that the County Board Chairperson, County Auditor, and County Veterans Service Officer are hereby authorized to execute this Grant Contract and any amendments thereto.

Motion by Brenner, seconded by Zmyslony, and carried by all yea votes, except Peterson, who voted nay, to add the AFLAC insurance options for Carlton County employees, and to further allow for payroll deductions for employees electing these insurance coverages.

Motion by Bodie, seconded by Brenner, and carried by all yea votes to enter into a Hosting Agreement by and between Carlton County and the Minnesota Counties Information Systems, whereby MCIS will serve as a host for 'IBM I' environment services for the period of January 1, 2017, through December 31, 2021.



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

Approved and Adopted on March 10, 2015

#3 Agenda Item #
---------------------

To: Chairperson, Carlton County Board of Commissioners  
Via: Paul Gassert, County Auditor/Treasurer  
From: Lauri Ketola

Date: 7/1/19

Item for Consideration: Moving legal secretary to senior legal secretary

Requested Meeting Date: 7/9/19

Presenter: Lauri Ketola

### Type of Action Requested (check all that apply)

- Info only, no action requested
- Discussion only with possible future action
- Adopt Ordinance, Policy, or Revision
- Letter/Award Bid or Quote (attach copy of bid/quote comparison)
- Approve/adopt proposal by resolution (attach draft resolution)
- Authorize (re)filling staff position
- Request to schedule public hearing/meeting
- Item to be referred to \_\_\_\_\_ Committee/Commission
- Request by member of the public to be heard
- Item to be table until future meeting on \_\_\_\_\_
- Item to be addressed in closed session under MN Statute
- Other (please list) \_\_\_\_\_

### Fiscal Impact (check all that apply)

Reviewed by the Finance Committee \_\_\_ Yes  No

Is this item in the current approved budget: \_\_\_ Yes  No (attach explanation) \_\_\_ Partially \_\_\_\_\_

What type of expenditure is this?  Operating \_\_\_ Capital Improvement Project \_\_\_ Other (attach explanation)

Revenue line or account that funds this item: \_\_\_\_\_

Expenditure line or account for this item: 6102

Budget adjustment required  Yes \_\_\_ No Budget Year(s) \_\_\_\_\_

Federal/State Grant Funds applicable \_\_\_ Yes  No Federal/State Grant No. \_\_\_\_\_ CFDA No. \_\_\_\_\_

### Staffing Impact (Any yes answer requires a review by Human Resources Department before going to the Board)

Duties of a department employee(s) may be materially affected.  Yes \_\_\_ No

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

Item may impact a bargaining unit agreement or county work policy.  Yes  No

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

_____ HR Review
--------------------

### Other Impact

Reviewed by other Committee(s).  Yes  No

If so, which Committee and what was their recommendation? \_\_\_\_\_

### Supporting Attachment(s)

- Memorandum Summary of Item
- Copy of applicable county policy and/or ordinance (excerpts acceptable)
- Copy of applicable state/federal statute/regulation (excerpts acceptable)
- Copy of applicable contract and/or agreement
- Bid/quote comparison worksheet
- Draft County Board resolution
- Copy of previous minutes related to this issue
- Other supporting document(s) (Please list) \_\_\_\_\_

CC: \_\_\_\_\_

Provide copies of supporting documentation NO LATER THAN Thursday at 12:00 p.m. to make the Board's agenda packet for the following Monday/Tuesday. Items **MAY NOT** be placed on the Board agenda except in emergency situations unless complete documentation is provided for mailing in the Board packets.

**Summary:**

As part of the position re-evaluation process (Article 20, Section 7) it came to light that a legal secretary is doing the work of a senior legal secretary. As such, I am requesting she be moved into the senior legal secretary position effective 7/22/19.

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

H-4  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 7/9/19  
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer  
From: Kathryn Kortuem  
Title of Item for Consideration: Accept/Approve May 2019 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**

See attached  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supporting Attachments**

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

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

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

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

Motion: Carried  Defeated

**CARLTON COUNTY**  
**Expenditures for the Month of May 2019**

Board Bills	\$8,646,167.84
Payroll	1,903,777.98
Other	0.00
Total	<u>\$10,549,945.82</u>

Motion made by:

\_\_\_\_\_  
Motion seconded by:

**Expenditures by Fund**

1 Revenue	\$2,096,073.83
10 Road and Bridge	526,613.97
11 Public Health & Human Services	1,620,182.21
32 2016 Refi 2010A/B CSC CIP	750.00
40 2012 Refi '03 Hwy Bldg & '06 Road	750.00
70 Current Taxes	0.00
71 Motor Vehicle	541,256.99
72 Delinquent Taxes	0.00
73 State Fund	1,550,026.54
74 Forfeited Tax	23,616.62
75 Economic Development (IRRRB)	183,078.55
76 Refunding Fund	69,634.00
77 HS Agency Fund LCTS	26,295.46
78 Schools	3,911,667.65
79 Towns and Cities	0.00
80 ISTS Loan Program	0.00
Total	<u>\$10,549,945.82</u>

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

4-5  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 7-9-19  
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer  
From: Lauri Ketola  
Title of Item for Consideration: Consider JPA with Mn Dept of Corrections – County Attorney Prosecution Services  
Presenter: Lauri Ketola

**Type of Action Requested** (check all that apply)

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

**Fiscal Impact** (check all that apply)

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

**Staffing Impact**

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

**Other**

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

**Summary**

JPA allows reimbursement from state for county attorney expenses associated with prosecution of inmates involved in criminal activities at the correctional facility  
7/1/19 - 6/30/20  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Supporting Attachments**

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

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

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

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

Motion: Carried  Defeated

June 27, 2019

Lauri Ketola  
Carlton County Attorney  
317 Walnut Avenue  
Law Enforcement Center  
Carlton, Minnesota 55718

Dear Ms. Ketola,

Enclosed please find one copy of the proposed fiscal year 2020 joint powers agreement between Carlton County and the Minnesota Department of Corrections for prosecutorial services. Please review and have the appropriate signatory authority sign the document on behalf of your agency.

The agreement should be returned to my attention at your earliest convenience and I will forward a fully executed copy back to you for your records.

Please let me know if you have any questions.

Sincerely,



Nate Knutson  
Assistant Commissioner – Facilities Division

Att

## STATE OF MINNESOTA JOINT POWERS AGREEMENT

This agreement is between the State of Minnesota, acting through its Department of Corrections, Facilities Division, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108 (hereinafter "State") and the Office of the Carlton County Attorney, 317 Walnut Avenue, Law Enforcement Center, Carlton, MN 55718-0300, 218-384-9166 (hereinafter "Governmental Unit").

### Recitals

Under Minnesota Statute § 471.59, subdivision 10, the State is empowered to engage such assistance as deemed necessary. The State, pursuant to Minn. Stat. § 241.271 is empowered to reimburse counties for expenses of a county attorney resulting from activities involving inmates of the state correctional institution located in Carlton County. The Governmental Unit has one correctional facility within the county and thereby requests reimbursement for some of the costs associated with the prosecution of inmates who are involved in criminal activities at the correctional facility.

### Agreement

#### 1 Term of Agreement

- 1.1 **Effective date:** July 1, 2019, or the date the State obtains all required signatures under Minnesota Statutes Section 16C.05, subdivision 2, whichever is later.
- 1.2 **Expiration date:** June 30, 2020, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

#### 2 Agreement between the Parties

##### Governmental Unit Duties:

- 2.1 Prosecute cases and assist in the investigation of criminal cases involving inmates at correctional facilities located in Carlton County, which result in additional costs to the Governmental Unit.
- 2.2 Meet with Authorized Representative of the State as requested to review priorities for prosecution services, to discuss strategies for maximizing efficient use of services, and to review prosecution data to ensure accuracy.

##### State Duties:

- 2.3 Pay for reasonable legal costs and expenses associated with providing prosecution services under this agreement.
- 2.4 The total obligation of this agreement is up to \$5,000 as described in paragraph 3.1.

#### 3 Payment

- 3.1 Consideration for services performed by Governmental Unit pursuant to this Agreement shall be paid by the State at an hourly rate of \$123.00 for attorney services and \$68.00 for legal assistant services. The total obligation of this agreement is up to \$5,000.
- 3.2 Payment shall be made by the State on a monthly basis after the Governmental Unit provides a bill detailing accrued legal expenses.
- 3.3 No payment is required for the hours of legal services that exceed the total obligation of the agreement.

The total obligation of the State under this agreement will not exceed \$5,000.

#### 4 Authorized Representatives

The State's Authorized Representative is Nate Knutson, Assistant Commissioner-Facilities Division, 1450 Energy Park Drive, Suite 200, St. Paul, MN 55108, 651-361-7530, or his/her successor.

The Governmental Unit's Authorized Representative is Lauri Ketola, Carlton County Attorney, 317 Walnut Avenue, Law Enforcement Center, Carlton, MN 55718, 218-384-9166.

#### 5 Assignment, Amendments, Waiver, and Contract Complete

- 5.1 **Assignment.** The Governmental Unit may neither assign nor transfer any rights or obligations under this agreement without the prior consent of the State and a fully executed Assignment Agreement, executed and approved by the same parties who executed and approved this agreement, or their successors in office.

- 5.2 **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.
- 5.3 **Waiver.** If the State fails to enforce any provision of this agreement, that failure does not waive the provision or its right to enforce it.
- 5.4 **Contract Complete.** This agreement contains all negotiations and agreements between the State and the Governmental Unit. No other understanding regarding this agreement, whether written or oral, may be used to bind either party.

## 6 Indemnification

In the performance of this contract by the Governmental Unit, or Governmental Unit's agents or employees, the Governmental Unit must indemnify, save, and hold harmless the State, its agents, and employees, from any claims or causes of action, including attorney's fees incurred by the state, to the extent caused by Governmental Unit's:

- 1) Intentional, willful, or negligent acts or omissions; or
- 2) Actions that give rise to strict liability; or
- 3) Breach of contract or warranty.

The indemnification obligations of this section do not apply in the event the claim or cause of action is the result of the State's sole negligence. This clause will not be construed to bar any legal remedies the Governmental Unit may have for the State's failure to fulfill its obligation under this contract.

## 7 State Audits

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

## 8 Government Data Practices

The Governmental Unit and State must comply with the Minnesota Government Data Practices Act, Minnesota Statute Ch. 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 Governmental Unit under this agreement. The civil remedies of Minnesota Statute § 13.08 apply to the release of the data referred to in this clause by either the Governmental Unit or the State.

If the Governmental Unit receives a request to release the data referred to in this Clause, the Governmental Unit must immediately notify the State. The State will give the Governmental Unit instructions concerning the release of the data to the requesting party before the data is released.

## 9 Venue

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

## 10 Termination

10.1 **Termination.** The State or the Governmental Unit may terminate this agreement at any time, with or without cause, upon 30 days' written notice to the other party.

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



11 E-Verify Certification (In accordance with Minn. Stat. §16C.075)

For services valued in excess of \$50,000, Contractor certifies that as of the date of services performed on behalf of the State, Contractor and all its subcontractors will have implemented or be in the process of implementing the federal E-Verify program for all newly hired employees in the United States who will perform work on behalf of the State. Contractor is responsible for collecting all subcontractor certifications and may do so utilizing the E-Verify Subcontractor Certification Form available at <http://www.mmd.admin.state.mn.us/doc/EverifySubCertForm.doc>. All subcontractor certifications must be kept on file with Contractor and made available to the State upon request.

1. STATE ENCUMBRANCE VERIFICATION

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

Signed: Julie Bisch  
Date: 6/26/19

SWIFT Contract No. 160263

2. GOVERNMENTAL UNIT  
PO 3-114038

By: [Signature]  
Title: Carlton County Attorney  
Date: 7/2/19

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

3. STATE AGENCY

By: \_\_\_\_\_  
(with delegated authority)  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

4. COMMISSIONER OF ADMINISTRATION  
As delegated to the Office of State Procurement

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

Distribution:  
Agency  
Governmental Unit  
State's Authorized Representative - Photo Copy

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

HL  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: July 9, 2019  
Via: Paul Gassert, County Auditor/Treasurer  
From: Dennis Genereau, Jr.

Title of Item for Consideration: Consider approving Hold Harmless and Indemnification Agreement for Bee Event  
Presenter: Dennis Genereau, Jr.

**Type of Action Requested** (check all that apply)

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

**Fiscal Impact** (check all that apply)

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

**Staffing Impact**

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

**Other**

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

**Summary:**

Consider approving the Hold Harmless and Indemnification Agreement for a July 20<sup>th</sup> Bee Event. They requested to use part of Carlton County's south parking lot near the intersection of Highways 210 and 45.

**Supporting Attachments**

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

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

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

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

Motion: Carried  Defeated

# HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

***THIS HOLD HARMLESS AND INDEMNIFICATION AGREEMENT*** (the "Agreement") is made as of 07/20/2019 by and between Carlton County, as the person or entity receiving indemnity (hereinafter referred to as the "Indemnitee"), located at 301 Walnut Ave. Carlton, Minnesota 55718, and Oldenburg Arts and Cultural Community, as the person or entity bound to provide and/or protect the Indemnitee (hereinafter referred to as the "Indemnitor"), located at 604 Chestnut Ave, Carlton, Minnesota 55718, and at times the Indemnitee or Indemnitor may be referred to as the "Party" or may be collectively referred to as the "Parties."

***WHEREAS***, the Indemnitor desires, wishes and agrees to hold harmless and indemnify Indemnitee and its successors and assigns from any and all liabilities, losses, claims, judgments, suits, fines, penalties, demands or expenses, including, but not limited to, all reasonable costs for defense and investigation thereof (including but not limited to attorney's fees, court costs and expert fees) claimed by anyone by reason of injury, damage or loss to persons or property sustained in or around the Oldenburg Arts and Cultural Community July 20, 2019, event wherein Indemnitor will use a portion of the Carlton County south parking lot near the intersection of Highways 210 and 45 for a Bee Friendly Event. Indemnitor will use the lot to stage materials, registration and as a display/performance area for certain family events. Indemnitor's indemnification of Indemnitee under this Agreement shall not extend to liabilities that may result from the sole negligence of the Indemnitee, its officers, directors, agents, servants, and/or employees; provided however, that upon the filing of any claim with the Indemnitor for damages arising out of incidents for which the Indemnitee herein agrees to hold Indemnitor harmless, then and in that event the Indemnitor shall notify Indemnitee of such claim and Indemnitee shall have the right to settle, compromise, and/or defend the same.

## **REPRESENTATION ON AUTHORITY OF PARTIES/SIGNATORIES**

Each party signing this Agreement represents and warrants that s/he is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

## **MODIFICATION OF AGREEMENT**

This agreement may be supplemented, amended, and/or modified only by and through the mutual, written agreement of all parties. No supplement or modification of this Agreement shall be binding unless done so in writing and signed by all parties to this Agreement.

**GENERAL WAIVER**

The failure of any party at any time to require performance of any provision or to resort to any remedy provided under this Agreement shall in no way affect the right of that party to require performance or to resort to a remedy at any time thereafter, nor shall the waiver by any party of a breach be deemed to be a waiver of any subsequent breach. A waiver shall not be effective unless it is in writing and signed by the party against whom the waiver is being enforced.

**ENTIRE AGREEMENT**

This is the entire agreement between the aforementioned parties. It replaces and supersedes any and all oral agreements between the parties, as well as any prior writings.

**ENFORCEABILITY, SEVERABILITY AND/OR REFORMATION**

In the event that any covenant, provision and/or restriction is found by a court of competent jurisdiction to be unenforceable, such provision shall be modified, rewritten or interpreted to include as much of its nature and scope as will render it enforceable. In the event it cannot be so modified, rewritten or interpreted to be enforceable in any respect, it will not be given effect, and the remainder of the Agreement shall be enforced as if such provision was not included.

In the event that any court determines that any of the covenants, provisions or restrictions to be excessive in duration or scope or to be unreasonable or unenforceable under the laws of that state, it is the intention of the parties that such restriction may be modified or amended by the court to render it enforceable to the maximum extent permitted by the laws of that state.

**GOVERNING LAWS**

The validity, construction and performance of this Agreement shall be governed and construed in accordance with the laws of Minnesota applicable to contracts made and to be wholly performed within such state, without giving effect to any form of conflict of law provisions thereof. The Federal and State courts located in Minnesota shall have sole and exclusive jurisdiction over any disputes arising under the terms of this Agreement.

**JURISDICTION AND VENUE**

This Agreement is to be construed pursuant to the current laws of the State of Minnesota. In the event that any dispute shall arise under or in connection with the agreement or related to any matter which is the subject of the agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Minnesota.

**INSURANCE**

Indemnitor hereby agrees to have in full force and effect, at its own expense, liability insurance at the time of the July 20, 2019, Bee Friendly Event, and surrounding days wherein Indemnitor will use Indemnitor's parking lot for purposes related to the event. Indemnitor hereby agrees to

name Indemnitee as an insured with limits of liability not less than [name insurance coverage cap per their policy] for claims arising out of or related to the event.

**THE UNDERSIGNED HAVE READ, UNDERSTAND and ACCEPT THIS AGREEMENT,** and by signing this Agreement, all parties agree to all of the aforementioned terms, conditions and policies.

---

Carlton County  
Commissioner Dick Brenner, Board Chair

---

(Date Signed)

*Emily Oldenburg Swanson*

---

Oldenburg Arts and Cultural Community  
Emily Oldenburg Swanson

*29 June 2019*

---

(Date Signed)

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

I-1  
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting 7-9-19  
Date: Via: Kathryn Kortuem, Acting County Auditor/Treasurer  
From: Gary Peterson  
Title of Item for Consideration: Cromwell Wright Fire District Proposed NTC-Based Levy Contracts (Info Only)  
Presenter: Gary Peterson

**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

# **CROMWELL-WRIGHT**

**Station 1**  
**5592 Highway 210**  
**Cromwell, MN 55726**  
**218-644-3547**



# **AREA FIRE DISTRICT**

**Station 2**  
**1426 3rd Street**  
**Wright, MN 55798**  
**218-357-2332**

To Cromwell Wright Area Fire District Members

The state of Minnesota again did not pass the Fire District taxing bill.

The Joint Powers Board is going to look into the possibility of drafting a new Joint Powers Agreement. The agreement we are using today was always a temporary agreement because in two years we planned to be a fire taxing district which was in the hands of the legislators.

This new proposed Joint Powers Agreement would get input from all the government bodies' in the agreement. In saying this we will have to negotiate new fire contracts, which would include using a new formula based on net tax capacity.

For years the Joint Powers Board has been working on equalizing the way we are paid for fire protection by you, the government bodies. A motion passed at the May 28<sup>th</sup>, 2019 Joint Powers meeting that the new fire contract levy would be based on net tax capacity. This would mean some townships/cities will be asked to pay more and some would pay less to equalize the contributions of each township and city. See the attached copy on the proposed changes, which was drafted by Paul Gassert before he retired.

For this system to work, all of the government bodies that would see an increase would have to agree before any township could agree to pay less.

We have been recommending for the last few years that each townships/city increase fire protection taxes a little each year to meet this new formula. The Joint Powers Board is requesting that the Cities and Townships start this new formula this year if possible.

This is a beginning of a proposal in developing new fire contracts for all. We will be available for any questions, and will set up contract negotiation meetings on what your needs are for your rural emergency services.

Steve Risacher, Chair Person  
Cromwell Wright Area Fire District Joint Powers Board  
P O Box 28  
Cromwell, MN 55726  
Phone

**Cromwell-Wright Area Fire District Split by Net Tax Capacity**

<u>City/Twsp</u>	<u>Net Tax Cap</u>	<u>Percentage</u>	<u>Fire Relief</u>	<u>Fire</u>
			6,000	113,750
Cromwell	163,870	0.08179	491	9,303
N1/2 Corona	87,088	0.04346	261	4,944
Eagle	751,484	0.37506	2,250	42,663
Red Clover	291,744	0.14561	874	16,563
Progress	87,639	0.04374	262	4,975
<b>Cromwell Totals</b>	<b>1,381,825</b>	<b>0.68965</b>	<b>4,138</b>	<b>78,448</b>
Wright	62,618	0.03125	188	3,555
Lakeview	317,965	0.15869	952	18,051
Beseman	163,082	0.08139	488	9,258
E 1/3 Haugen	78,172	0.03901	234	4,438
<b>Wright Totals</b>	<b>621,837</b>	<b>0.31035</b>	<b>1,862</b>	<b>35,302</b>
<b>Grand Totals</b>	<b>2,003,662</b>	<b>1.00000</b>	<b>6,000</b>	<b>113,750</b>



**Cromwell-Wright Fire District  
Proposed Levies by Net Tax Capacity**

<u>City/Twsp</u>	<u>2019 Net Tax Cap</u>	<u>Percentage</u>	<u>Projected \$6,000 Fire Relief Levy Share</u>	<u>Projected \$113,750 Fire Levy Share</u>	<u>2019 Actual</u>			
					<u>Fire Relief Levy</u>	<u>Fire Levy</u>	<u>Protection Levy</u>	<u>Total</u>
Cromwell	163,870	0.08179	491	9,303	2,528	8,551	-	11,079
N1/2 Corona	87,088	0.04346	261	4,944	-	-	4,750	4,750 *
Eagle	751,484	0.37506	2,250	42,663	-	34,400	-	34,400
Red Clover	291,744	0.14561	874	16,563	-	-	13,500	13,500
Progress	87,639	0.04374	262	4,975	-	-	3,500	3,500
<b>Cromwell Totals</b>	<b>1,381,825</b>	<b>0.68965</b>	<b>4,138</b>	<b>78,448</b>	<b>2,528</b>	<b>42,951</b>	<b>21,750</b>	<b>67,229</b>
Wright	62,618	0.03125	188	3,555	-	4,400	-	4,400
Lakeview	317,965	0.15869	952	18,051	-	22,000	-	22,000
Beseman	163,082	0.08139	488	9,258	-	13,500	-	13,500
E 1/3 Haugen	78,172	0.03901	234	4,438	unknown	unknown	-	-
<b>Wright Totals</b>	<b>621,837</b>	<b>0.31035</b>	<b>1,862</b>	<b>35,302</b>	<b>-</b>	<b>39,900</b>	<b>-</b>	<b>39,900</b>
<b>Grand Totals</b>	<b>2,003,662</b>	<b>1.00000</b>	<b>6,000</b>	<b>113,750</b>	<b>2,528</b>	<b>82,851</b>	<b>21,750</b>	<b>107,129</b>

\* one-half the \$9,500 total levy