



Board of Commissioners

REGULAR SESSION

Tuesday, February 10, 2026

8:30 AM

Carlton County Transportation Building
1630 County Road 61, Carlton

Watch the meeting live at:

<https://www.carltoncountymn.gov/meetings>

1. Roll Call
2. Pledge of Allegiance to the Flag
3. Approve Consent Agenda and Items - The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.
4. Approve Regular Agenda
5. Visitors:
 - a.
 - b.
 - c.

A. Consent Agenda

1. Approve Minutes of the January 26, 2026, Adjourned Session
2. Renewal contract for Law Enforcement Services/Thomson Township
3. Out of State Travel for Training
4. Federal Equitable Sharing Agreement & Certification
5. January Claims over 2K
6. 2025 Policy Committee Annual Report
7. 2025 Management Team Annual Report
8. Updated Management Team Operating Policy and Procedure
9. 2025 Building Committee Annual Report
10. Updated Data Practices Policy

REGULAR AGENDA

B. Public Health & Human Services

C. Zoning and Environmental Services

1. Rezoning - Peter and Kim Laveau (REZ-2026-001)
2. Rezoning - Robert Warder (REZ-2026-002)
3. CUP/IUP - John and Caroline Minkkinen (CUP-2026-001)
4. Transfer Station Communication Plan

D. Land and Building

E. Transportation

F. Public Safety

1. Gracie Training

G. Tax Matters

H. Administrative - Other

1. Contract for Guardianship/Commitment/Child Support Contempt Attorney
2. Carlton Stormwater
3. Ehlers Contract for Professional Services
4. Strategic Planning Team
5. Affirmation of Limits to County Committee Authority

I. Unorganized Township Matters

J. Commissioners Comments and Meetings Attended

K. Correspondence

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

A2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Sheriff Kelly Lake

Title of Item for Consideration: approve contract for law enforcement services/Thomson Twp.

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED")

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
If yes, committee name & recommendation:

Summary

Requesting approval for renewal of contract with Thomson Township for the Sheriff's Office to provide law enforcement services. Services include one (1) FTE deputy.

Supporting Attachments

law enforcement contract agreement with Thomson Township

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

LAW ENFORCEMENT CONTRACT

THIS AGREEMENT, made and entered into this 20th day of November 2025, by and between the COUNTY OF CARLTON and the CARLTON COUNTY SHERIFF, hereinafter referred to as "County" and the TOWN OF THOMSON, hereinafter referred to as the "Municipality;"

WITNESSETH:

WHEREAS, the Municipality is desirous of entering into a contract with the County for the performance of the hereinafter described law enforcement protection within the corporate limits of the Municipality through the County Sheriff; and

WHEREAS the County is agreeable to rendering such services and protection on the terms and conditions hereinafter set forth; and

WHEREAS, such contracts are authorized and provided for by the provision of Minnesota Statutes §471.59 and Minnesota Statutes §436.05;

NOW THEREFORE, pursuant to the terms of the aforesaid statutes, and in consideration of the mutual covenants herein contained, it is agreed as follows:

A. Scope of Services

1. That the County by way of the Sheriff agrees to provide police protection within the corporate limits of the Municipality to the extent and in the manner hereinafter set forth:

- a. Except as otherwise hereinafter specifically set forth, such services shall encompass only duties and functions of the type coming within the jurisdiction of the Carlton County Sheriff pursuant to Minnesota Statutes and Laws.
- b. The performance of services, the standard of performance, the discipline of the officers, and other matters incident to the performance of such services and control of personnel so employed shall remain in and under the control of the Sheriff.
- c. Except as it is otherwise specifically indicated, the law enforcement services shall encompass the same duties and functions provided within the unincorporated areas of the County of Carlton, State of Minnesota, under state statutes. Services purchased pursuant to this contract shall include the following:
 - i. Patrol services, including the random patrolling and proactive of residential and rural areas, businesses, parks, and other public property areas;
 - ii. Enforcement of Minnesota State Statutes and the ordinances of the Municipality within its boundaries;
 - iii. Traffic enforcement including the regular use of radar and laser as a speed deterrent;

- iv. Criminal investigative services;
 - v. Follow up on reported crimes with victims and complainants, including routine notification by telephone or mail as to the status of the investigation;
 - vi. Law enforcement responses to medical, fire, and other emergencies;
 - vii. Special event traffic patrol and patrol services for community festivals or other special events;
 - viii. Attendance at Town Board meetings for security purposes as requested by the Municipality
2. Services shall be provided anytime during a twenty-four (24) hour period pursuant to the schedule agreed upon by the Deputy and the Town Clerk and shall be performed by the number of officers and other personnel budgeted for as part of the Municipality budget. The County shall provide **one thousand, nine hundred sixty (1,960)** hours of service per calendar year.
 3. That it is agreed that the Sheriff shall have full cooperation and assistance from the Municipality, its officers, agents, and employees so as to facilitate the performance of this agreement. In order to facilitate a local presence of Sheriff's Deputies, the Municipality shall, if requested by the Sheriff, provide a local telephone line and space for a computer workstation within the respective Town Hall or other suitable town owned building at no cost to the County. The Municipality shall allow a sign indicating the location of its Sheriff's substation with appropriate telephone numbers to be displayed on exterior of the building.
 4. That the County shall furnish and supply all necessary labor, supervision, equipment, communication facilities for dispatching, cost of jail detention, and all supplies necessary to maintain the level of service to be rendered herein.
- B. Assumption of Liabilities/Insurance**
1. All officers, clerks, and other County personnel performing duties pursuant to this Agreement shall at all times be considered employees of County for all purposes.
 2. The Municipality shall not be liable for the direct payment of any salaries, wages, or other compensation to any personnel performing services herein for said County.
 3. The Municipality shall not be liable for compensation or indemnity to any of the Sheriff's employees for injuries or sickness arising out of its employment, and the County hereby agrees to hold harmless the Municipality against any such claims.
 4. The Municipality, its officers, and employees shall not be deemed to assume any liability for the intentional or negligent acts of County or County's employees performing services pursuant to this agreement, and County shall hold Municipality, its officers, and employees harmless from and shall defend and indemnify Municipality, its officers, and employees against any claim for damages arising out of County's performance of this agreement.

5. The County, Sheriff, officers, and employees shall not be deemed to assume any liability for intentional or negligent acts of said Municipality or any officer, agent, or employee thereof and Municipality shall hold County, its officers, and employees harmless from, and shall defend and indemnify County and its officers and employees against any claim for damages arising out of the intentional and negligent acts in regard to County's performance of this Agreement.
6. At all times during the term of this agreement, County agrees to maintain automobile, general liability, workers' compensation and professional liability insurance in amounts deemed appropriate by County through its County Auditor. County shall name Municipality as an additional insured on these policies.
7. Municipality acknowledges that County may, in an effort to provide the best insurance coverage at the most economical cost, become a member of the Minnesota Counties Intergovernmental Trust or some similar organization. Municipality further acknowledges that membership in such an organization may be for a fixed minimum term and may expose County to some type of contingent cost liability, such as debts, obligations, and liabilities, in the event that County withdraws its membership. Upon notification to County of any such contingent cost liability, County will notify Municipality in a timely manner.

C. Term of Agreement/Termination

1. This agreement shall be effective from January 1, 2026 to January 1, 2027 unless earlier terminated by either party consistent with the terms of this Agreement. In any event, this Agreement will terminate without notice from either party on December 31, 2026 unless specifically renewed in writing by the mutual agreement of the parties.
2. The term of this Agreement is one (1) year from the date of execution.
3. Notice to County shall be given to County Auditor and notice to Municipality shall be given to the Town Clerk.

D. Payment

1. The Municipality agrees to pay to the County the sum of \$157,512.00 for law enforcement protection during the calendar year 2026. If salaries of Deputy Sheriffs are increased at any time during the term of this contract, the annual rate of this contract shall not be increased.
2. County shall bill Municipality on a biannual basis for services provided pursuant to this agreement. Municipality shall pay County within forty-five (45) days of receipt of the statements or written reconciliations provided herein.
3. The County shall provide for all costs and prosecution efforts with respect to violations charged by the Sheriff in the performance of this agreement. Violations of municipal ordinances excluded from enforcement by this agreement shall be prosecuted by the Municipality at its expense. All fines arising from town prosecutions shall accrue to the Municipality unless otherwise provided by law.

Pursuant to law, court administration shall remit to the Municipality its share of all fines collected pursuant to statute.

E. General Provisions

1. It is understood that the cost of prosecuting violations of ordinances or state statutes occurring within Municipality, together with disposition of all fines collected pursuant thereto shall be Municipality's obligation in accordance with state statutes, state rules, and judicial orders.
2. County shall submit to Municipality monthly activity reports detailing the activities of the Sheriff's Office within the Municipality. Said reports shall contain, at a minimum, the number of calls answered and the number of citations issued; however, no information will be provided that would violate the State Data Practices Act.
3. County shall furnish to Municipality each year an updated list of all officers and contacts that may be involved in the provision of lawful enforcement services.
4. Municipality may contract with County for additional law enforcement services above and beyond those provided in this Agreement.
5. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, signed by authorized representatives of County and Municipality, and attached to the original of this Agreement.
6. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota. The parties hereto agree that if any dispute arises between them regarding this Agreement that cannot be resolved by mutual agreement, the dispute will be referred to a single Arbitrator for determination by binding arbitration. If no agreement can be reached on the choice of an arbitrator, the parties agree that the arbitrator will be chosen by a Judge of the District Court for the County of Carlton in the State of Minnesota.
7. It is further understood and agreed that should any provision of this Agreement be found to be void or unenforceable, that the remainder of the Agreement shall nevertheless continue in full force and effect.

IN WITNESS WHEREOF, the Municipality, by resolution duly adopted by its governing body, caused this agreement to be signed by its Board Chair and attested by its Clerk; and County of Carlton, by the County Board of Commissioners, has caused this agreement to be signed by the Chairman and Clerk of said Board, and by the Carlton County Sheriff,

TOWN OF THOMSON

Dated: 11-20-2025


Chair of the Board

ATTEST: 
Clerk

CARLTON COUNTY

Dated: _____

Chair of the Board

Sheriff

ATTEST: _____
County Auditor

Approved as to form and execution:

Carlton County Attorney

**LETTER OF UNDERSTANDING
BETWEEN THE TOWN OF THOMSON AND THE CARLTON
COUNTY SHERIFF'S OFFICE REGARDING SERVICES
PROVIDED BY THE SHERIFF'S OFFICE**

RECITALS

WHEREAS, the Town of Thomson ("Town") and the Carlton County Sheriff's Office ("County") properly executed the Law Enforcement Contract on December __, 2025; and

WHEREAS, the Town and County agree that it is mutually beneficial to outline some of the parties' mutual expectations regarding the details of the services provided:

NOW, THEREFORE:

The Town and the County agree as follows:

1. The County will practice community-oriented policing and proactive patrolling including but not limited to the following:
 - a. Check-in regularly with school officials;
 - b. Check-in with local businesses on how the County is providing services, obtain key-holder information, and inquire as to how things are going;
 - c. Be present at high-profile community events (see Paragraph 10); and
 - d. Be highly visible to all areas of the Township;
2. The County's primary responsibility is to the Town, but can assist other law enforcement agencies on an emergency basis;
3. The County will maintain regular contact with members of the Town's road crew regarding road and safety issues;
4. The Town Clerk will be the daily contact person for the County;
5. The Town Chair will be the liaison between the law enforcement committee, the Town Board of Supervisors, and the County;
6. The County will provide monthly activity reports and annual activity and financial reports to the Town Board of Supervisors;
7. The County will send a representative to one board meeting per month and to the Town's annual meeting in March of each year;
8. The County will have access to the primary work station located at the Town Hall;

9. The County will modify the graphic on the squad car that serves the Town by adding language stating "Serving Thomson Township;" and
10. On or before January 1st of each year, the Town will provide the County with an annual list of events for which the County will specifically ensure coverage and not allow vacation. These events may include:
 - a. Varsity football games played at home;
 - b. National Night Out;
 - c. Esko "Fun Day" events, including Fun Day parade;
 - d. Esko High School graduation and all-night grad party; and
 - e. Spring Esko Rummage Sale.

Dated this 18 day of December, 2025.

TOWN OF THOMSON

Dated: 12-18-25



 Chair of the Board

ATTEST: 

 Clerk

CARLTON COUNTY

Dated: _____

 Chair of the Board

 Sheriff

ATTEST: _____
 County Auditor

Dated: _____

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

A-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Sheriff Kelly Lake

Title of Item for Consideration: Out of State Travel for training

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED")

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
If yes, committee name & recommendation:

Summary

Requesting approval for out of state travel for a deputy to attend Court Safety and Security Conference training March 24-26, 2026 in Appleton, Wisconsin at the National Criminal Justice Training Center. Travel day will also include the evening of March 23rd.

Supporting Attachments

training notice

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



Conference Court Safety and Security Conference

📅 March 24-26, 2026 | 📍 Appleton, WI

Courthouses serve as the center of many government, legal, and community activities. They can also be vulnerable to threats of violence for all who use them. Join us to learn effective strategies and best practices to enhance a collaborative courthouse security philosophy. Gather tools and resources from current state and federal court services experts related to security planning, jury and witness safety considerations, and threat assessment and management. Presenters include experts in the areas law enforcement, state and federal attorneys, judges and other court services professionals.

\$325.00

About

VIEW THE FULL AGENDA!

Tuesday, March 24, 2026 | 1:00 pm - 5:00 pm CT

Wednesday, March 25, 2026 | 8:30 am - 5:00 pm CT

Thursday, March 26, 2026 | 8:30 am - 12:00 pm CT

Sponsorship Opportunities:

Interested in promoting your organization at the 2026 event? **LEARN MORE** about our flexible Exhibitor and Sponsorship opportunities!

Is This Training For You?

- Community Corrections Officer
- Court System Personnel
- Educator
- Emergency Management
- Law Enforcement
- Law Enforcement Support
- Prosecutors
- Social Workers
- Tribes/Tribal Partners
- Victim Service Providers

About the Venue

Hilton - Appleton Paper Valley
333 W. College Ave
Appleton, WI 54911
(920) 735-2769

The conference will be held in Salon AB.

Lodging Options

Hilton - Appleton Paper Valley
333 W. College Ave
Appleton, WI 54911
(920) 735-2769

Room Block

- Reserve your room [HERE](#).
- You may call 920-733-8000 and mention group code **91F**.

Conference registration fee includes admission to the 2026 Court Safety and Security Conference in Appleton, Wisconsin, and access to relevant resources. Lodging, meals, and travel expenses not included.

Instructors

Brandy Dailey Director of Accountability & Community Response, Arkansas Coalition Against Domestic Violence

Cyril Rayan President & CEO, Resilience Inc.

David Lasee District Attorney - Brown County

David has been the District Attorney in Brown County since his appointment in March of 2012. He currently oversees a team of 18 prosecutors and a support staff of about 25. David is a board member of the Wisconsin District Attorney's Association, a member of Brown County Sexual Assault Response Team (SART), a member of the Executive Committee of the Dual CCR for Sexual Assault and Domestic Violence, and the advisory committee for the Willow Tree Child Advocacy Center. He is also a former member of the board of directors for Golden House, a domestic violence shelter in Brown County.

Dr. Matthew Stiehm Minnesota Blue Line Therapy

Honorable Audrey K. Skwierawski Director of State Courts, Wisconsin Court System

Honorable Stuart Minkowitz Assignment Judge, New Jersey State Judiciary

J. Chris Palmer Court Security Director, Utah Administrative Office of the Courts

Chris Palmer, Director of Security for the Utah State Courts since 2016, is a nationally recognized court security expert who advises the Utah Judicial Council and oversees security for 32 courthouses across 29 counties. He manages security contracts with county sheriffs, ensures compliance with screening and bailiff standards, and leads emergency preparedness and continuity programs. A former U.S. Air Force Special Agent with 15 years of experience in felony investigations, counterintelligence, and protective services—including a final assignment as Chief of Force Protection and Travel Security for the White House under President Obama—Chris also served as a federal law enforcement instructor. He now conducts national court security assessments for the National Center for State Courts and delivers specialized training to judicial officers and their families, emphasizing threat awareness, personal safety, and digital protection.

Jason Sterling Program Manager, National Criminal Justice Training Center

John Muffler Principal, Aequitas Global Security, LLC

John Muffler is a strategic consultant for judicial officers, high-visibility clients in government, business, education, entertainment, and private sectors, developing strategic initiatives and crisis management processes. A retired United States Marshals Service Chief Inspector, he developed and led the National Center for Judicial Security. Holding a top-secret clearance and key leadership positions throughout his decorated career, he led programs in judicial and witness protection, emergency management, physical security, fugitive investigations, and threat assessment and management. John serves as adjunct faculty for the National Judicial College, the National Council of Juvenile and Family Court Judges, the American Bar Association's Judicial Division, and as faculty/consultant for the National Center for State Courts, developing safety and security programs for court facilities and personnel, judges, and their families, ranging from immersive learning to in-person consultations.

Joseph Patenaude Lieutenant, Brown County

Michael Dzezinski Manager, Court Security Program and Training, Arizona Supreme Court (AOC)

Robert Granzow Director, Office of Judicial District Security, PA Supreme Court/AOPC

Shay Cleary Managing Director, National Center for State Courts

Shay Cleary is an accomplished court information technology professional and Managing Director of NCSC Court Consulting Services, responsible for overseeing technology, cybersecurity, and court space initiatives. With over 20 years of experience in the field, Shay has held various roles within the Minnesota Judicial Branch, including technical writer, business architect, information technology manager, and IT deputy director. He has led numerous projects focused on technical leadership, infrastructure, procurement, process improvement, and end-user support, and is passionate about leveraging technology to enhance court administration and outcomes. Before joining NCSC, Shay worked as a technology consultant and senior project manager at Mission Critical Partners, a firm specializing in government data, infrastructure management and cybersecurity in the public safety, justice, and utility sectors. Shay's qualifications include a master's

degree in business communication and a bachelor's degree in technical communication, in addition to certifications as a Certified Court Manager (CCM), ITIL Foundations Practitioner, ICS2 Certified in Cybersecurity (CCC), and membership in NACM, IJIS (Court Advisory and Cybersecurity Committees), and the Data Governance Institute (DGI). He was also appointed to the Advisory Council of the ABA Task Force on the Law and Artificial Intelligence, staffs the Conference of Chief Justices and Conference of State Court Administrators AI Rapid Response Team, and frequently speaks domestically and internationally on the impact of AI and the courts. Shay's expertise in court technology was instrumental in Minnesota's statewide transition to an electronic environment, and his leadership continues to drive innovation and improve court systems across the country.

Sophia Strother-Lewis CEO, Learning To Exhale Restoration Strategies LLC

Sophia A. Strother Lewis is a dynamic entrepreneur, advocate, and survivor who boldly claims her past by authoring her future. As the founder of L2E Industries, LLC, she built a multi-million-dollar courier service and became one of Amazon's top contracted partners. Her work has been featured in "Business Insider", "Black Enterprise", and "Cosmopolitan". Holding an MBA in Marketing and a BSBA in Business Management from American International College, Sophia also founded Learning 2 Exhale Restoration Strategies and Trustworthy Consulting. Overcoming child sexual abuse, human trafficking, and sexual assault, Sophia draws on her experiences to shed light on resilience and the seven systems survivors navigate to seek justice. Her sexual assault case concluded with a guilty verdict, but justice remains incomplete as her perpetrator is still on the run. Despite this, Sophia is fiercely committed to raising awareness and improving systemic support for survivors of abuse and exploitation.

Thomas Walsh Judge, Brown County Circuit Court

Wendy Patrick, J.D., M.Div., Ph.D. Prosecutor, President and Founder, BlackSwanVerdicts.com | ATAP Certified Threat Manager



RESOURCE

2025 Agenda - Court Safety and Security Conference

[**MORE INFO**](#)

RESOURCE

Apply to Present at our 2026 Court Safety and Security Conference

[**MORE INFO**](#)

RESOURCE

Conference Sponsorship - Court Safety and Security

[**MORE INFO**](#)

Contact Information

Jason Sterling

[\(855\) 866-2582](tel:8558662582)

jason.sterling2382@fvtc.edu

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

A-4
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: 02/23/2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Sheriff Kelly Lake

Title of Item for Consideration: Federal Equitable Sharing Agreement & Certification

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & Now, THEREFORE , BE IT RESOLVED")

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
If yes, committee name & recommendation

Summary

To remain compliant with the Department of Justice's Equitable Sharing Program, our agency must annually submit an Equitable Sharing Agreement and Certification (ESAC) through the eShare portal within two months of the fiscal year's end. The ESAC must be approved by both the agency and its governing body, retained in our records, and accepted by the Money Laundering, Narcotics and Forfeiture Section (MNF). Failure to meet these requirements or obtain MNF acceptance by the DEA

Supporting Attachments

ESAC documentation

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

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

A-5
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: January Claims over 2K

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED")

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
If yes, committee name & recommendation:

Summary

Per MS 375.12, Individualized, itemized accounts, claims, or demands should be published if over \$2,000.

Supporting Attachments

- Vendor Listing

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

VENDOR NAME AT PAYMENT	TOTAL AMOUNT
AFSCME COUNCIL 65	7,347.96
AMERICAN SOLUTIONS FOR BUSINESS	4,807.47
ARROWHEAD REGIONAL CORRECTIONS	193,455.21
ASCENDANCE TRUCKS PARTS & SERVICE	3,437.77
ASPHALT SURFACE TECHNOLOGIES CORP	35,412.62
ASSOC OF MINNESOTA COUNTIES	24,724.00
ASSOCIATION OF MINNESOTA COUNTIES	2,715.00
AT&T MOBILITY	6,288.31
BAYCOM INC	2,843.00
BEACON SPECIALIZED LIVING	2,235.54
BEAUDRY OIL & SERVICE INC	25,103.51
BEST OIL CO	7,472.28
BLAINE BROTHERS	6,531.73
BOLTON & MENK INC.	2,102.50
BUREAU OF CRIMINAL APPREHENSION	4,350.00
BURNS & MCDONELL ENGINEERING COMPANY INC	18,928.91
CARLSON TIMBER PRODUCTS INC	78,167.41
CARLTON COUNTY HIGHWAY DEPT	4,672.42
CARLTON COUNTY HISTORICAL SOCIETY	26,780.00
CARLTON COUNTY PUBLIC HEALTH	8,700.00
CARLTON COUNTY RIDERS ATV CLUB	7,150.00
CARLTON COUNTY SWCD	59,907.75
CENTRAL PENSION FUND	8,120.00
CENTURYLINK	4,136.98
CITY OF BARNUM	2,474.56
CITY OF CARLTON	4,059.88
CITY OF CLOQUET CITY HALL	66,419.31
CITY OF CROMWELL	4,822.41
CITY OF KETTLE RIVER	2,166.18
CITY OF MOOSE LAKE	5,740.82
CITY OF SCANLON	3,647.61
CIVICPLUS, LLC	8,512.20
CLAY COUNTY	18,300.00
CLOQUET AREA FIRE DISTRICT	15,000.00
CLOQUET FLOORING LLC	8,843.62
CLOQUET RIVERSIDE RECYCLING, INC	7,797.50
CLOQUET SANITARY SERVICE INC	2,382.00
COMO LUBE & SUPPLIES, INC	6,070.90
COMPENSATION CONSULTANTS LTD	2,736.50
CONSOLIDATED CORRECTIONAL FOODSERVICE	17,904.77
CONSTELLATION NEWENERGY GAS DIV LLC	3,067.42
CORRIE'S HOUSE	5,270.00
CROMWELL SELF SERVE	3,592.60

CROMWELL SNO-GOPHERS SNOWMOBILE CLUB	21,725.10
DHS-MSOP-462	4,929.00
DOMESTIC ABUSE INTERVENTION PROGRAMS	6,347.40
DONALD HOLM CONSTRUCTION CO., INC.	32,260.00
ENTERPRISE FM TRUST	9,333.33
FAMILY PATHWAYS	4,530.00
FASTENAL COMPANY	5,391.57
FOND DU LAC OFF RES-ADMIN	2,480.00
FOND DU LAC OFF-RESERVATION	4,026.90
FOND DU LAC ON RES-ADMIN	9,440.00
FOND DU LAC ON-RESERVATION	10,239.41
GIANT VOICES INC	6,000.00
GREAT LAKES OFFICE SOLUTIONS INC	5,753.41
H & L MESABI	49,072.00
HOUSEAL LAVIGNE ASSOCIATES, LLC	32,957.36
HUNT ELECTRIC CORPORATION	2,314.51
IMPERIAL DADE	5,320.75
INNOVATIVE OFFICE SOLUTIONS LLC	5,483.23
ISD 100 WRENSHALL	13,269.72
ISD 91 BARNUM	22,469.53
ISD 93 CARLTON	17,257.04
ISD 94 CLOQUET	67,367.16
ISD 95 CROMWELL-WRIGHT	27,227.83
ISD 97-MOOSE LAKE	10,969.40
ISD 99 ESKO	24,477.65
KANABEC COUNTY COMMUNITY HEALTH	7,661.69
KETTLE RIVER SNOWMOBILE CLUB	11,035.26
LAKE SUPERIOR TRANSPORT SERVICES	3,025.00
LAW ENFORCEMENT LABOR SERV INC	4,142.20
LEAGUE OF MINNESOTA CITIES	2,970.00
LITTLE FALLS MACHINE INC	5,981.34
LITTLE SAND GROUP HOME	5,916.60
LSSMN	6,191.91
LUTHERAN SOCIAL SERVICES OF MN	18,858.33
MATRIX TRUST COMPANY	3,091.66
MATTHEW MILLER, ATTORNEY AT LAW PC	3,067.00
MCCARTHY ARCHITECTS/KLEIN	8,152.82
MCKINSTRY ESSENTION, LLC	483,276.26
MEDICINE SHOPPE	3,197.56
METLIFE	18,909.68
MINN COUNTIES INFORMATION SYSTEM	35,978.00
MINN COUNTIES INTERGOVERNMENTAL TRUST	972,283.00
MINN OFFICE OF ENTERPRISE TECHNOLOGY	6,409.82
MINN TRANSPORTATION ALLIANCE	3,012.00

MINNEAPOLIS FORENSIC PSYCHOLOGICAL	3,206.25
MINNESOTA DEPT OF HUMAN SERVICES	35,225.99
MINNESOTA ENERGY RESOURCES	18,962.31
MINNESOTA EQUIPMENT	24,127.00
MINNESOTA POWER	47,954.78
MINNESOTA STATE AUDITOR	4,681.00
MINNESOTA TELECOMMUNICATIONS	2,489.88
MN DEPARTMENT OF REVENUE	7,716.34
MN PERA	179,299.52
MOOSE HORN ROD & GUN	22,706.82
MORTON SALT INC	26,768.19
NAPA AUTO PARTS	3,842.06
NATIONWIDE RETIREMENT SOLUTIONS	7,215.00
NORDIK BLADES	5,311.68
NORTH COUNTRY STRATEGIES, LLC	6,000.00
NORTH HOMES INC	9,182.24
NORTHERN ECOLOGICAL SERVICES	19,386.00
NORTHERN PINES MENTAL HEALTH CENTER, INC	12,571.61
NORTHWOOD CHILDRENS SERVICES	10,339.94
OTIS ELEVATOR COMPANY	11,022.99
PAYCOM PAYROLL LLC	3,769.80
PEARSON/ADRIENNE	6,669.00
POLK COUNTY PUBLIC HEALTH	26,225.72
POMP'S TIRE SERVICE INC	7,142.64
POWERPLAN	2,278.98
Redacted-CEHI	2,148.37
Redacted-Foster Care	4,155.00
Redacted-Foster Care	3,680.19
Redacted-Foster Care	3,475.72
Redacted-Foster Care	2,735.75
Redacted-Foster Care	2,728.62
Redacted-Foster Care	2,386.32
Redacted-FSG	3,113.00
Redacted-Property Tax refund	2,654.00
Redacted-Property Tax refund	2,430.00
Redacted-PSOP	2,400.00
Redacted-SILS	2,244.36
REDWOOD TOXICOLOGY LABORATORY	5,276.25
REGENTS OF THE UNIVERSITY OF MINNESOTA	67,100.00
RETROFIT COMPANIES INC/THE	2,422.95
RYAN, LLC	45,000.00
SAFEASSURE CONSULTANTS INC	18,284.29
SCOTT ANDERSON PROPERTY MANAGEMENT	4,896.00
SHI INTERNATIONAL CORPORATION	23,881.90

ST LOUIS COUNTY AUDITOR	3,047.16
STACK BROS MECHANICAL CONTRACTORS INC	12,759.03
STATE OF MN - MNDP MSRS HCSP	17,245.00
STELLHER HUMAN SERVICES, INC	7,919.74
STORY NORTH PRODUCTIONS	8,750.00
STREICHERS	7,383.02
SUN LIFE FINANCIAL	7,365.54
TEAMSTERS LOCAL 346	4,537.00
THOMPSON/BILL L	3,067.00
THOMSON REUTERS - WEST	2,156.21
THRIFTY WHITE PHARMACY	18,006.11
TOWN OF BARNUM	4,010.04
TOWN OF BLACKHOOF	2,122.08
TOWN OF EAGLE	4,653.50
TOWN OF MOOSE LAKE	2,204.13
TOWN OF THOMSON	14,932.34
TOWN OF TWIN LAKES	22,424.67
TWIG AREA TRAIL RIDERS ATV CLUB	9,924.45
TWIN PORT MAILING	7,633.08
U.S. BANK	16,881.80
ULINE, INC.	22,405.71
UNITED TRUCK BODY COMPANY INC	3,301.31
UNITED WAY OF CARLTON COUNTY	11,430.00
W L S S D	52,230.12
WELLNESS IN THE WOODS	7,096.28
WOOD CITY RIDERS	10,435.32
WRENSHALL SNO-SHARKS	4,353.81
YOUR PART-TIME CONTROLLER, LLC	4,972.50
ZIEGLER INC	3,279.64
Payments over \$2,000 -160 Vendors	3,739,636.13
Payments less than \$2,000 -475 Vendors	207,362.92
GRAND TOTAL JANUARY 2026	3,946,999.05

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

A-6
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Dennis Genereau, Jr.

Title of Item for Consideration: Approve the 2025 Policy Committee Annual Report

Type of Action Requested (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
-

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation:

The Report was approved by the Policy Committee and at the February 3rd Committee of the Whole meeting.

Summary

Supporting Attachments

- 2025 Policy Committee Annual Report
-

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Committee: Policy Committee

Committee Chair: Dennis Genereau

List of Committee Members:

- | | |
|---------------------------------|--------------------------------------|
| 1) Kelly Lake, Mark Westphal | 6) Dennis Genereau (Chair) |
| 2) Kevin DeVriendt | 7) Jeff Boucher (Vice-Chair) |
| 3) Kris Basilici, Pete Gould | 8) Gary Jackson |
| 4) Paul Coughlin, Dan Danielson | 9) Jason Warnygora / Carrie Umpierre |
| 5) Shanny Hurst (Secretary) | 10) Rebecca Bosanko, Georgia Gates |

Lessons learned, purpose and objectives

The Policy Committee works to provide a deliberative process for the identification of necessary county policies and the generation of policy language. Policy development will allow Carlton County to plan for risk avoidance and help guide efficient governmental operations serving both individual departments as well as community members. The Committee met 4 times in 2025, two of those meetings being the annual meetings due to the restructure of the Policy Committee.

Top 6 Significant Committee Successes	Committee Success Factors that Supported Success
1. Policy Committee aided other Carlton County committees in the policy creation process.	Dedicated members, County Attorney’s Office involvement, Admin Assistant support
2. The Policy Committee reviewed and updated the Data Practices and Data Retention Policies.	
3.	
4.	
5.	
6.	

Committee Challenges and Solutions	Committee Shortcoming Recommended Solutions
1.	
2.	

County Board Accepted:

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

A-7
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: **February 10, 2026**
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Dennis Genereau, Jr.

Title of Item for Consideration: **Approve the 2025 Management Team Annual Report**

Type of Action Requested (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
-

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

Yes No NA Reviewed by other Committee, Board or Commission

If yes, committee name & recommendation:

The Report was approved by the Management Team and at the February 3rd Committee of the Whole meeting.

Summary

Supporting Attachments

2025 Management Team Annual Report

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Committee: MANAGEMENT TEAM

Committee Chair: Dennis Genereau

Committee Vice-Chair: Kyle Holmes

Mission: *The primary purpose of the Carlton County Management Team is to problem solve and work on common concerns in order to deploy enterprise (or countywide) solutions.*

List of Committee Members:

- | | |
|--|---|
| 1) Kevin DeVriendt – Auditor/Treasurer | 13) Ryan Pervenanze – Economic Development |
| 2) Lauri Ketola/Jeff Boucher – Attorney | 14) Donna Lekander – Initiatives Department/Extension |
| 3) Kelly Lake – Sheriff | 15) Dave Hurst – Property Management |
| 4) Kyle Holmes - Assessor | 16) Gary Jackson – Human Resources |
| 5) Kristine Basilici - Recorder | 17) Shanny Hurst – (Recorder) (Non-Voting Member) |
| 6) Duane Brownie - Veterans | 18) Alyssa Bloss – SWCD (Non-Voting Member) |
| 7) Chris Berg - Zoning | 19) Keri Cavitt – Extension (Non-Voting Member) |
| 8) Dennis Genereau – Administrator | 20) Kathy McFarlane – Courts (Non-Voting Member) |
| 9) Annie Napoli – Public Health & Human Services | 21) Becky Pogatchnik – ARC (Non-Voting Member) |
| 10) JinYeene Neumann - Transportation | 22) Dawn LeDoux – Court & Field Supervisor (Non-Voting Member – ARC delegate) |
| 11) Jesse Wheeler - IT | |
| 12) Mark Westphal - Land | |

Purpose and Objectives

To promote innovation within Carlton County departments by gathering relevant information and best practices in order to minimize risk and maximize fiscal benefits.

Top Significant Committee Successes

1. The hire of a Legislative Consultant.
2. Forming a Tribal-County Dialogue Team.
3. Carlton County website redesign.
- 4.
- 5.

Other Notable Successes

1. Formed a subcommittee for the 2026 National County Government Month.
- 2.
- 3.
- 4.

2026 Objectives

1. Comprehensive Plan
2. Strategic Plan
3. Capital Improvement Plan
4. Historic Courthouse Plan
5. Sustainability group initiative work

County Board accepted:

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

A-8
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Dennis Genereau, Jr.

Title of Item for Consideration: Approve the updated Management Team Operating Policy and Procedure

Type of Action Requested (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
-

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

Yes No NA Reviewed by other Committee, Board or Commission
If yes, committee name & recommendation:

The updates were approved by the Management Team and at the February 3rd Committee of the Whole meeting.

Summary

Supporting Attachments

- Updated Management Team Operating Policy and Procedure
-

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Carlton County Management Team Operating Policy and Procedure

Adopted: 11/24/2014

I. Name: Carlton County Management Team

II. Purpose: The Carlton County Management Team is established to explore, formulate and present recommendations to the Board of Commissioners on management issues of common concern to several or all departments.

The Management Team is established to provide:

- Greater involvement by department heads/directors in management issues and decisions of common interest to departments.
- Improved communications between department heads/directors and between the Management Team and the Board of Commissioners which will result in better understanding and acceptance of opinions and decisions of others.
- Increased management capability resulting from better understanding of issues and problems, from consideration of alternative approaches and from participation in decisions.
- Development of an improved relation among department managers by identifying differences, exploring alternatives, and mutually arriving at resolutions.
- Improved decisions on issues through improved data collection and sharing of information and views.
- Increased awareness and compliance with county rules and regulations as a result of sharing information and increased visibility regarding administration.
- Recognition and acceptance of the role of individual department managers in areas of department management which are not within the jurisdiction of the Management Team.
- Improved and advanced development of managerial skills through training and education.
- Recommendations concerning existing and new policy requests and makes sure they are vetted legally and financially.

III. Subject Matter of the Management Team: Subject matters of the Carlton County Management Team can be initiated by the team itself or be initiated by a resolution of the County Board of Commissioners.

IV. Membership: Membership of the Carlton County Management Team consists of all elected and appointed department heads/directors and a County Commissioner and other appointees at the discretion of a majority of the Management Team. A department head/director may designate a non-voting staff representative. The Administrative Assistant to the County Administrator will serve as non-voting committee Recorder. County Commissioners may be invited or may request to meet with the Carlton County Management Team regarding a specific subject/project. Guests may be invited to attend meetings with the approval of the Carlton County Management Team upon request of department head/director. Additional exceptions may be made upon approval of the Executive Committee.

Specifically, the membership includes:

Assessor

Attorney

Auditor/Treasurer

Administrator/Administrative Assistant (non-voting committee recorder)

Courts (non-voting)

Economic Development Director

Engineer

Carlton County Management Team Operating Policy and Procedure

Adopted: 11/24/2014

Extension (non-voting)
Human Resources Director
Information Technology Director
Initiatives Department
Land Commissioner
Probation (non-voting)
Property Management Director
Public Health & Human Services Director
Recorder
Sheriff
SWCD (non-voting)
Veterans Service Officer
Zoning & Environmental Services Administrator

V. Officers Designated: The officers of the Carlton County Management Team shall be the Chair and Vice-Chair. This group shall constitute the Executive Committee. The Administrative Assistant or designee shall serve as the committee Recorder. Officers will be elected at an annual organizational meeting held on the second Tuesday of each year. Terms of office shall be one calendar year. Individuals may serve more than one term but no more than three consecutive terms in the same office. The election shall be by majority vote.

VI. Duties and Responsibilities of Officers shall include but not be limited to:

Chair

- (1) Facilitate the affairs of the Carlton County Management Team.
- (2) Preside over all meetings and ensure that the agenda is followed.
- (3) Approve meeting minutes.
- (4) Appoint subcommittees as may be necessary.
- (5) Act as representative of the Team when directed or as needed.
- (6) Report annually to the County Board.
- (7) The Chair, or designee, shall be responsible for submitting all approved recommendations of the Committee to the County Board for consideration and serve as the Team's spokesperson. Department heads/directors may attend those meetings at which recommendations are presented and can submit minority reports. The minority must select and identify a spokesman before the minority report is presented. The Chairperson will be responsible for presenting all positions related to the issue, not solely that of the majority. That presentation shall be made in written form with copy to all Committee and County Board members prior to presentation. Copy may be provided electronically. Any County Board action on presented recommendations shall be reported back to the Committee in written or electronic form as soon as reasonably possible by the Chair, or designee.
- (8) May exercise discretion by rescheduling or removing an agenda item in the absence of a member who requested the agenda item.

Vice-Chair

- (1) Perform those duties delegated by the Chair.
- (2) Preside as Chair in the Chair's absence.
- (3) May make motions, second motions and vote on all issues.

Recorder

- (1) Record and maintain minutes of the meetings.
- (2) Reflect attendance in Carlton County Management Team minutes.
- (3) Process and maintain all information relating to the Management Team's business.

Carlton County Management Team Operating Policy and Procedure

Adopted: 11/24/2014

- (4) Receive agenda item requests in advance, preferably by Thursday morning before the scheduled meeting, and set the original agenda for the Management Team sufficiently in advance of scheduled meetings to allow a review of its content and handle all other administrative affairs.
- (5) Schedule special meetings.
- (6) Schedule the presentation of recommendations to the Board of Commissioners and informing the Carlton County Management Team of the scheduled time.
- (7) Distribute agenda and draft minutes of previous meeting electronically to all Committee members as promptly as possible but no less than seven calendar days prior to each scheduled meeting.
- (9) Post approved agendas and minutes online for County employee informational purposes.
- (10) Keep and maintain an accurate record of Committee membership, terms and vacancies.
- (11) Disseminate and publish final official policy drafts to all county employees.

VII. Vacancies of Officers: In the absence of the Chair, the Vice-Chair shall preside as Chair. In the absence of both, the Chair shall designate who shall Chair the meeting. Replacement vacancies shall be by appointment from the remaining Executive Committee, subject to approval at the next Management Team meeting.

VIII. Quorum: A quorum shall consist of a majority of the Management Team overall membership.

IX. Voting: All meetings must have a quorum present in order to conduct business. Regular members may cast a single vote on all items. Decisions of issues raised at a meeting which are not on the agenda may, at the discretion of the Executive Committee, be tabled until the next scheduled meeting.

X. Conflict of Interest: Committee members are permitted to testify, but not vote, on matters in which they have a direct or indirect, personal or non-employment financial interest.

Members who may have a qualifying conflict of interest shall disclose such to the committee and shall disqualify themselves from voting.

Any voting member may challenge, in person or writing, whether any member may have a conflict of interest.

A majority vote of attending members, excepting the challenged member, shall decide if there is a qualifying conflict of interest.

XI. Meetings: Regular Meeting - The Management Team shall meet at 8:30 a.m. on the first Tuesday of every month at the Carlton County Transportation Building as needed. The meetings shall not be open to the public, however, the Committee may invite others to attend or present information to the Team on an as-needed basis. Robert's Rules of Order shall apply to the conduct of all meetings. Special meetings may be requested and called by a majority of the Executive Committee. Meeting schedule shall be reviewed by the membership at the annual organizational meeting.

A. Annual Meeting – The first meeting in January shall be considered the annual meeting in which all members shall attend. The agenda of the annual meeting shall include the election of the Chair and Vice-Chair, review of Operating Policy and Procedure and an Annual Report by the Chair. At the discretion of the Executive Committee, said meeting may be called at an optional date.

Carlton County Management Team Operating Policy and Procedure

Adopted: 11/24/2014

B. Any two Management Team members, the Chair or the County Board may request a special meeting by written request to the Recorder. Upon request a special meeting shall be scheduled within ten business days or as soon thereafter as a quorum can be assembled.

XII. Subcommittees: The Team shall have the option of creating a Subcommittee(s) as becomes necessary to explore or develop recommendations to the Team regarding specific areas of need. The membership and the scope of duties of the Subcommittee shall be determined and voted on by the Team, pursuant to the voting requirements of Section IV, with the requirement that at least one member of the Team serve on and chair the Subcommittee. The Subcommittee shall report to the Team as directed until completion of its assignment, shall be dissolved by vote of the Team, unless the Team determines that there is a reasonable benefit to designation as a Long-term Subcommittee, and votes as such, in which case the Long-term Subcommittee shall continue to exist in form and function until such time that the Team determines by vote that it is no longer needed.

XIII. Adoption and Amendments:

Adoption

These rules shall become effective immediately upon a two thirds majority vote at the Annual Meeting or any regular meeting provided at least five (5) days written notice has been given to the members, which notice shall contain the proposed rules to be voted upon.

Amendments

Amendments either to the Charter/Operating Policy and Procedure or to the specific team meetings must be submitted in writing to the Chairperson, if absent then to the Vice Chairperson. Submission should be made one month prior to any team meeting, allowing time for review.

The Operating Policy and Procedure may be amended at the annual meeting as long as notice of the proposed change or changes were submitted to the Chairperson, with written or electronic notice to all Team members, as a proposed agenda item at least one week in advance of the annual meeting. Passage of any proposed changes will require the affirmative vote of a majority of the full Team and must be approved by the County Board in order to be made effective. The official copy of this Operating Policy and Procedure, all agendas and minutes for the Team shall be maintained and kept on file in the County Administrator's Office. Any such amendments become effective at the time they are adopted.

XIII. Governance Structure: The Carlton County Management Team recognizes that its Operating Policy and Procedure must be in accordance with the Governance Structure and applicable statute.

XIV. Procedure for New Policy Requests and Revisions: The Policy Committee has adopted a procedure for new policy requests and revisions. (See Attachment A). This procedure was adopted by the County Board on August 12, 2014.

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

A-9
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Dave Hurst

Title of Item for Consideration: Approve the 2025 Building Committee Annual Report

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED")

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission

If yes, committee name & recommendation:

The Report was approved by the Building Committee and at the February 3rd Committee of the Whole meeting.

Summary

Supporting Attachments

- 2025 Building Committee Annual Report

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

Committee: Building Committee

Committee Chair: Dave Hurst

List of Committee Members:

- 1) Commissioner Tom Proulx
- 2) Commissioner Marv Bodie
- 3) Auditor/Treasurer Kevin DeVriendt
- 4) JinYeene Neumann (Vice-Chair)
- 5) Dennis Genereau
- 6) Sheriff Kelly Lake
- 7) Dave Hurst (Chair)
- 8) Ryan Pervenanze
- 9) Shanny Hurst (Recorder)
- 10) Attorney Jeff Boucher

Lessons learned, purpose and objectives

The objective of this report is gathering all relevant information for better planning and execution of committee projects and preventing or minimizing risks for future projects.

Top 3 Significant Committee Successes	Committee Success Factors that Supported Success
1. Chub Lake Park Paving	Collaborating with Transportation Department
2. Justice Center Warranty walk thru	
3.	
4.	
5.	
6.	

Other Notable Successes	Committee Success Factors that Supported Success
1. Completion of the M. Roy easement.	
2. ACT Team move.	

2025 Objectives	Committee Objective Solutions
1.	
2.	
3.	
4.	

County Board accepted:

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

A-10
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Dennis Genereau, Jr.

Title of Item for Consideration: Approve updates to the Data Practices Policy

Type of Action Requested (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
-

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission

If yes, committee name & recommendation:

The updates were approved by the Policy Committee and at the February 3rd Committee of the Whole meeting.

Summary

Supporting Attachments

- Updated Data Practices Policy
-

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated



**CARLTON COUNTY
DATA PRACTICES POLICY
2026 (County Board approved //26)**

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CARLTON COUNTY – DATA PRACTICES POLICY

The Minnesota Government Data Practices Act (“Data Practices Act”) requires Carlton County (“the County”) to have a document describing Private and Confidential Data on Individuals maintained by the County. This policy includes County Data Not on Individuals as well as data that identifies Individuals. Data on Individuals is categorized as Public, Confidential or Private. This policy describes who has access to Confidential or Private data and identifies in Appendix I. the County data that fits into those categories, (to the extent an appropriate classification can be determined in advance of an actual document request). Appendix II includes the forms the County uses to collect data from individuals. This County policy also specifies procedures for handling requests for copies of data from the County, including who has access to the data, how quickly the County must respond, and the charges for providing copies of data.

I. CATEGORIES OF COUNTY DATA

The Data Practices Act classifies all information that the County collects, creates, receives, maintains or disseminates into several categories: Data on Individuals (including Public, Private and Confidential Data) and Data Not on Individuals (including Public, Nonpublic and Protected Nonpublic Data). The following describes the data in each category.

A. Data on Individuals

Data on Individuals is defined as all government data in which any individual is or can be identified as the subject of that data, unless the appearance of the name or other identifying data can be clearly demonstrated to be only incidental to the data, and the data is not accessed by the name or other identifying data of any individual. This data is divided into three categories: Public Data on Individuals, Private Data on Individuals and Confidential Data on Individuals.

1. Public Data on Individuals

Public Data on Individuals is accessible to the public unless there is a specific federal law, state statute or temporary classification that makes the data not public.

2. Private Data on Individuals

Private Data on Individuals is not accessible to the public, according to state statute or federal law, but is accessible to the individual subject of the data. Appendix I, A. lists Private Data on Individuals maintained by the County. This data shall only be given to:

- a. The subject of the data or a minor’s parent/guardian, as limited by any applicable state statute or federal law.
- b. Persons or entities given written consent from the data subject.
- c. County employees or agents whose work assignments reasonably require access.

- d. Other persons or entities authorized by law.

3. Confidential Data on Individuals

Confidential Data on Individuals is not accessible to the public or to the individual who is the subject of the data, according to state statute or federal law. Appendix I, A. lists the County's Confidential Data on Individuals. This data shall only be given to:

- a. County employees or agents whose work assignments reasonably require access.
- b. Other persons or entities authorized by law.

B. Data Not on Individuals

Data Not on Individuals is all government data that is not Data on Individuals. This data is divided into three categories: Public Data Not on Individuals, Nonpublic Data Not on Individuals and Protected Nonpublic Data Not on Individuals.

1. Public Data Not on Individuals

Public Data Not on Individuals is accessible to the public. This data would include all government data that is not Data on Individuals that is collected, created, received, maintained or disseminated by the County unless classified by statute, temporary classification or federal law as Nonpublic or Protected Nonpublic.

2. Nonpublic Data Not on Individuals

Nonpublic Data Not on Individuals is data that is not accessible to the public but is available to the subject of the data, if any, and to:

- a. Persons given written consent from the data subject.
- b. County employees or agents whose work assignments reasonably require access.
- c. Other persons or entities authorized by law.

Examples of Nonpublic Data Not on Individuals include security information, trade secrets, certain labor relations information, and sealed bids, including the number of bids received prior to opening.

3. Protected Nonpublic Data Not on Individuals

Protected Nonpublic Data Not on Individuals is data that is not available to the public or to the subject of the data, if any. This data is only available to:

- a. Persons given written consent from the data subject.

- b. County employees or agents whose work assignments reasonably require access.
- c. Other persons or entities authorized by law.

Examples of Protected Nonpublic Data Not on Individuals include the estimated or appraised value of individual parcels of real property made by the County until certain events occur and information from an active investigation related to a civil lawsuit.

C. Data Collected by Private Persons for the County

Each new County contract with a private person or entity to perform any of the County's functions shall make it clear that: 1) all of the data created, collected, received, stored, used, maintained, or disseminated by the private person in performing those functions is subject to the requirements of this policy; and 2) the private person must comply with those requirements as if it were a government entity. The private person does not, however, have a duty to provide the public access to public data if that data is available from the County, unless otherwise required to do so in their contract.

II. WHO HAS ACCESS TO COUNTY DATA?

A. The Public

Public Data on Individuals and Public Data Not on Individuals is available to anyone upon request. Data that is classified in another category (see Section I) is only available to the specific persons listed for that category.

B. Governmental Entities

Public data necessary for the administration of programs may be given to another state agency or unit of government. Any other data may only be given to another unit of government if authorized by federal or state law. There is no charge for public information provided in the usual course of business. However, governmental entities will be charged according to Section VII. of this policy for all other requests.

1. Data classified as Not Public (which includes Confidential, Private, Nonpublic and Protected Nonpublic Data), may be provided to the legislative auditor for inspection.
2. Private or Confidential Data on employees may be provided to a law enforcement agency for the purpose of reporting a crime or assisting in a criminal investigation where an employee allegedly committed the crime.

C. Identification or Justification

Unless specifically authorized by statute, the County may not require a person to identify himself or herself, state a reason for, or justify a request to gain access to public data. A person may be asked to provide certain identifying and clarifying information for the sole purpose of facilitating access to such data.

III. WHAT OTHER RIGHTS DO INDIVIDUALS HAVE?

A. Data given to Individuals

Upon request to the responsible authority or designee, individuals shall be informed:

1. If the individual is the subject of data stored by the County.
2. If the data is classified as Public, Private or Confidential.

B. Explanation of Data

Upon request, an individual who is the subject of Public or Private Data on Individuals shall receive an explanation of the content and meaning of that data, subject to the limitation set forth in Minn. Stat. § 13.04, subd. 3.

C. Summary Data

The County must prepare summary data based on Private or Confidential data for any person who requests it in writing if the person requesting the data pays the costs for the County to prepare it. Summary Data is defined as statistics or reports derived from Data on Individuals in which particular individuals cannot be identified. The Summary Data is then public. The County does not have to prepare Summary Data of public information. Upon receiving a request for Summary Data, the County shall:

1. provide it as soon as reasonably possible; or
2. provide the requesting party with a written schedule of when the data will be provided that explains the reasons for the delays; or
3. deny the request in a written statement, explaining why providing the data would jeopardize the protection of Private or Confidential data.

D. Accuracy or Completeness

An individual subject of data may contest the accuracy or completeness of Public or Private Data about themselves. To do so, an individual must notify the County's Responsible Authority in writing and describe the nature of the disagreement. The Responsible Authority shall, within 30 days, either: 1) correct the data found to be inaccurate or incomplete and attempt to notify past recipients of inaccurate or incomplete data, including recipients named by the individual; or 2) notify the individual that the County believes the data to be correct. Data in dispute shall be disclosed only if the individual's statement of disagreement is included with the disclosed data. The determination of the Responsible Authority may be appealed pursuant to the Data Practices Act.

In the event of an appeal the Responsible Authority, pursuant to Minn. Stat. § 13.04, subd. 4(f) may submit private data to the commissioner to respond to a data subject's appeal of the determination that data are accurate and complete.

E. Information Requested from Individuals (Tennessee Warning)

An individual asked to supply Private or Confidential Data concerning himself or herself shall be informed of: a) the purpose and intended use of the requested data within the County; b) whether the individual may refuse or is legally required to supply the requested data; c) any known consequence arising from supplying or refusing to supply Private or Confidential Data; and d) the identity of other persons or entities authorized by state or federal law to receive the data. This requirement shall not apply when an individual is asked to supply investigative data, pursuant to the Data Practices Act, to a law enforcement officer.

IV. WHAT DATA MUST BE PROVIDED?

A. General Rule

All government data collected, created, received, maintained or disseminated by the County shall be treated as public data under the Data Practices Act unless classified otherwise by state or federal law or temporary classification. The County does not have to put public data into a form in which it does not already exist.

B. Electronic Form

If the County maintains Public Data in a computer storage medium, a copy of any public data contained in that medium shall be provided to any person making a data request, in electronic form, if the County can reasonably make the copy or have the copy made. The County is not required to provide the data in an electronic format or program that is different from the format or program in which the County maintains the data. The actual cost of providing this copy may be charged.

C. Contractor Data

If the County contracts with a private party to perform any of its government functions, all data the private party collects, receives, stores, uses, maintains, or disseminates in performance of said contract is public data, unless classified as nonpublic, private, or confidential data by statute. The contractor shall provide public access of such data in accordance with the Data Practices Act, unless the County is also in possession of such data. All contracts with a private party to perform a government function shall inform the contractor of the duty to comply with the Data Practices Act and the penalties of noncompliance.

V. WHEN MUST COPIES OF DATA BE PROVIDED?

A. Public Data

Copies of public data must be provided to the requesting party **at the time of the request or as soon as reasonably possible.**

B. Private or Public Data Requested by the Individual Subject

Copies of Public or Private Data on Individuals must be provided to the individual subject of that data at the time of the request if possible or **within 10 days** of the date of the request, excluding Saturdays, Sundays and legal holidays.

C. Suspension of Response

Pursuant to Minn. Stat. § 13.03 subd. 3(g), If a responsible authority has notified the requesting person that responsive data or copies are available for inspection or collection, and the requesting person does not inspect the data or collect the copies within five business days of the notification, the responsible authority may suspend any further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced.

VI. PROCEDURES FOR PROVIDING DATA

- A. Determine if the County has the data being requested.
- B. Determine if the person making the request has the right to the information:
1. Yes, if it is Public. (Refer to Section II. of this policy.)
 2. If it is Not Public, only give to the person entitled to have access according to Sections I. and II.
 3. If it is Not Public and the person requesting the data is not entitled to have access to the data, inform the person of that determination and cite the specific law on which that determination is based.
 4. Direct any questions to the County's Responsible Authority, the County's Data Practices Compliance Official, or the designees listed in Section VIII.
- C. Require that the request be made in writing if:
1. The request is for Private, Confidential, Nonpublic or Protected Nonpublic data;
 2. The request is a large request for public data; or
 3. It is your department's policy to require written requests for public data.
- The Responsible Authority or designee shall maintain a form for submission of written requests for County Data.
- D. Respond in a timely manner as defined in Section V. Inform the person making the request that their request was received and indicate approximately how long it will take to provide the data.
- E. Allow the person to inspect any available public data to which they have access. Inspection includes, but is not limited to, the visual inspection of paper and similar types of government data. Inspection does not include the County printing copies, unless printing a copy is the only method to provide for inspection of the data. In the case of

data stored in electronic form and made available by the County in electronic form on a remote access basis to the public, inspection includes remote access to the data by the public and the ability to print copies of or download the data on the public's own computer equipment. The Data Practices Act does not prohibit the County from charging a reasonable fee for remote access to data under a specific statutory grant of authority. A fee may be charged for remote access to data where either the data or the access is enhanced at the request of the person seeking access.

When providing data for inspection, the Responsible Authority or designee shall take adequate measures to maintain the integrity of the data to prevent destruction, loss, or theft of data.

- F. Charge for the copies according to Section VII.
- G. If a request for data contains a request for data that were created or are maintained by another County department, the Responsible Authority or designee shall ensure that the Responsible Authority or designee in that department is aware of that request before any data is provided.
- H. Suspension of Response – If, after notifying the requesting person that responsive data or copies are available for inspection or collection, 5 business days pass and the requesting person does not inspect the data or collect the copies, the responsible authority may suspend further response to the request until the requesting person inspects the data that has been made available, or collects and pays for the copies that have been produced
- I. Abandoned Requests – When a request for data has been processed and fulfilled by the County, the County will immediately notify the requesting party whether any responsive data is available. Should the requesting party fail to collect or inspect the responsive data within 30 days of such notification, the County may consider the request abandoned. The County may further consider a request abandoned if the requestor otherwise becomes unresponsive or fails to respond to County correspondence for a period of 30 days or more.

VII. CHARGES FOR PROVIDING COPIES OF DATA

A. 100 or Fewer Pages

When 100 or fewer pages of black and white, letter or legal size paper copies are requested, and the requestor is not the data subject, the County charges \$.25 per page for black and white copies of data, \$.50 for a two-sided copy, and \$1.00 per page for color copies. When 100 or fewer pages are requested, the County charges only a per-page fee.

B. When the Requestor is the Data Subject

When the requestor is the data subject, the County does not charge for labor costs for searching for and retrieving the data or for time spent separating public and private data. Excluding the cost of searching and retrieving the data, the County will charge the actual cost of providing copies of this data. The actual cost may include the following, where applicable: (a) \$.10 per page for copying, (b) the cost to convert the data from

computerized or microfilm form, (c) the cost of preparing summary data from Private and Confidential information, and (d) postage.

C. All Other Circumstances

In all other circumstances, including requests to provide data via electronic media, the internet, or via facsimile, the County may charge the actual cost of providing the data. The actual cost may include the cost of (a) the paper, (b) the labor cost (County staff hourly rate of salary plus benefits) to search for and retrieve the data and make, certify, compile and electronically transmit the data or the copies but not the cost of separating public from not public data, (c) the costs to convert the data from computerized or microfilm form, (d) the cost of preparing summary data from Private and Confidential information, and (e) postage. The Responsible Authority shall have discretion to determine what the actual costs to the County are.

If County consultant time is spent to locate and gather the requested data, the actual cost billed to the County may be charged. The actual cost may include the cost of (a) the paper, (b) the labor (Consultant hourly rate billed to the County) to search for and retrieve the data and make, certify, and electronically transmit the data or the copies but not the cost of separating public from not public data, (c) the costs to convert the data from computerized or microfilm form, (d) the cost of preparing summary data from Private and Confidential information, and (e) postage.

D. Commercial Value

If a request involves a copy (or copies) of public data that has commercial value and is a substantial and discrete portion of or an entire formula, pattern, compilation, program, device, method, technique, process, data base, or system that was developed with a significant expenditure of funds by the County, the County may charge a reasonable fee for the data in addition to the copy costs. Such fee must be clearly demonstrated to relate to the actual development costs of the data. Upon request, the County should provide sufficient documentation to explain and justify this fee.

E. Free of Charge

1. Inspection of public data by individuals who have access to data. "Inspection" is defined in Section VI.E.
2. Public data given to another government agency or responsible authority in the usual course of business.
3. Reports, books, brochures or other information provided for free distribution to the public and copies of this policy. A charge may be assessed if an individual request exceeds normal distribution.

F. Procedures for Charging Data Request

1. Payment should be in the form of a check or cash and collected prior to the release of the copies.

2. Checks should be made payable to Carlton County and should be forwarded to the County Treasurer, unless specifically requested otherwise.
3. The following information must be given to the County Treasurer: the date, the name of the County employee, County department, the number of copies provided, and the total fee.
4. Where appropriate, the Responsible Authority may estimate the total cost of compliance with the Data request. The Responsible Authority may require partial payment of 50% of the estimated total cost before processing the request.

VIII. SECURITY OF DATA

A. Breach of Security of Data

1. **“Breach of Security of Data” means unauthorized acquisition of data maintained by the County that compromises the security and classification of the data. Good faith acquisition of or access to government data by an employee, contractor, or agent of a government entity for the purposes of the entity is not a breach of security of the data, if the government data is not provided to or viewable by an unauthorized person or accessed for a purpose not described in the procedures required by Minn. Stat. § 13.05, subd 5.**
2. **“Unauthorized Acquisition” means that a person has obtained, accessed, or viewed government data without the informed consent of the individuals who are the subjects of the data or statutory authority and with the intent to use the data for nongovernmental purposes.**

3. **“Unauthorized Person” means any person who accesses government data without a work assignment that reasonably requires access, or regardless of the person’s work assignment, for a purpose not described in the procedures required in Minn. Stat. § 13.05, subd 5.**

B. Notice to Individuals and Investigation

1. **The Responsible Authority shall investigate all breaches of the security of data following discovery or notification of the breach in accordance with County policy and/or collective bargaining unit agreements on investigations.**
2. **The Responsible Authority shall provide written notification, by first class mail, to any individual who is the subject of the data and whose private or confidential data was, or is reasonably believed to have been acquired by an unauthorized person.**
3. **In compliance with the above provisions, the Responsible Authority shall prepare a report of the facts and results of the investigation upon completion of investigation and final disposition of any disciplinary action, including the exhaustion of all rights of appeal under any applicable collective bargaining agreement. If the breach involves unauthorized access to or acquisition of data by an employee, contractor, or agent of the County, the report must at minimum include:**
 - a. **A description of the type of data that were accessed or acquired;**
 - b. **The number of individuals whose data was improperly accessed or acquired,**
 - c. **If there has been final disposition of disciplinary action for purposes of Minn. Stat. § 13.43, the name of each employee determined to be responsible for the unauthorized access or acquisition, and**
 - d. **The final disposition of any disciplinary action taken against each employee in response.**

4. The notification required by this section may be delayed if law enforcement determines that notification will impede an active criminal investigation.

C. Penalties

State law provides that anyone who willfully violates Minn. Stat. § 13, or whose conduct constitutes the knowing acquisition of not public data is guilty of a misdemeanor. A decision to refer a violation for criminal prosecution shall not preclude the County from appropriate disciplinary action per the County personal policy or the appropriate collective bargaining agreement.

IX. RESPONSIBLE AUTHORITIES AND DESIGNEES

A. Responsible Authority and Data Practices Compliance Official

The County's Responsible Authority to establish procedures and administer data requests related to the Minnesota Government Data Practices Act is the elected official in the offices of those departments in which an elected official is the department head, or those who are designated as such specifically by Minnesota Statute. The Responsible Authorities are listed in Appendix III, which may be updated at the discretion of the County Administrator based on personnel changes.

County Attorney

County Sheriff

Veteran's Services Officer

For all other county departments, the responsible authority is the County Administrator.

B. Designees

The County Administrator has identified designees for all County departments, which are listed in Appendix IV. Appendix IV may be updated at the discretion of the County Administrator based on personnel changes.

C. Access Procedures

A short summary of the procedures to follow to inspect or get copies of data is available upon request.

X. POLICY UPDATES.

A. The Responsible Authority shall update this policy no later than August 1 of each year, in accordance with Minnesota Statutes, Chapter 13, Section 13.025, subdivision 2.

B. If the statute is amended or the policy and the statute conflict please follow the statute and contact the Data Practices Compliance Official about necessary changes to this policy.

APPENDIX I. CLASSIFICATIONS OF AND INVENTORY OF DATA

A. PERSONNEL DATA

<u>Topic</u>	<u>Description</u>	<u>Classification</u>	<u>Statute</u>
Complainants	A person making a complaint has access to a statement given by them in connection with a complaint or charge against an employee.	Available to complainant	13.43, subd. 2(d)
Labor Organization	<p>Personnel data may be given to labor organizations upon request from an exclusive representative under the authority of 13.43, subd. 6 if necessary:</p> <ul style="list-style-type: none"> (a) To conduct elections (b) To notify employees of fair share fee assessments (c) To implement Public Employment Labor Relation Act <p>Personnel data shall be given to labor organizations, to the Public Employment Relations Board and to the Bureau of Mediation Services to the extent the dissemination is ordered or authorized by the commissioner of the Bureau of Mediation Services.</p>	May be available to labor organizations, the Public Employment Relations Board, or Bureau of Mediation Services	13.43, subd. 6
Names of Finalists	Names of finalists shall be Private data except when certified as eligible for appointment to a vacancy or when they are considered a finalist selected to be interviewed by the County.	Private	13.43, subd. 3

<p>Private Data on Employees</p>	<p>Except as listed in 13.43, subd. 2, all personnel data is Private and can only be released with informed consent or court order. All other information that the County collects with respect to employees is Private. This information includes but is not limited to:</p> <ul style="list-style-type: none"> (a) Employees' home addresses and telephone numbers, including city and county of residence (b) Social security numbers (c) Insurance status (d) Medical records when part of personnel data (e) Physical limitations (f) Psychological evaluations (g) Sick leave forms containing doctor's reports (h) Marital status (i) Racial and ethnic data (j) References (k) Reference check data as it appears on the employment application (l) Oral interviewer file prior to an applicant's oral exam (m) Exit interview responses (n) Opinion questionnaire responses by potential employees (o) Names of job applicants until certified as eligible for appointment to vacancy (p) College transcripts, except for name of institution, degree granted and date (q) Data collected for disciplinary proceedings prior to final disposition (r) Adult criminal history data (s) Data pertaining to employee's dependents (t) Identity of employee who named fellow employee in an organized self-evaluation suggestion 	<p>Private</p>	<p>13.43, subd. 4</p>
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<p>Public Data on Employees</p>	<p>The following information on current and former employees, volunteers and independent contractors is public</p>	<p>Public</p>	<p>13.43, subd. 2(a)</p>
	<ul style="list-style-type: none"> (a) Name (b) Employee identification number (which must not be the employee's social security number) (c) Actual gross salary and salary range (d) Contract fees (e) Actual gross pension (f) Value and nature of employer-paid fringe benefits (g) Basis for and amount of any added remuneration, including expense reimbursement, in addition to salary reimbursement (h) Job title and bargaining unit (i) Job description (j) Education and training background (k) Previous work experience (l) Date of first and last employment (m) Existence and status of any complaints or charges against employee, regardless of whether disciplinary action resulted (n) Final disposition of disciplinary action (o) Specific reasons for final disposition of disciplinary action and data documenting the basis for the action (excluding data that would identify confidential sources who are employees of the County) (p) Terms of any agreement settling a dispute arising out of the employment relationship and reasons for agreement if it involves payment over \$10,000 (q) Work location, including email address (r) Work telephone number (s) Badge number (t) Honors and awards received (u) Payroll time sheets or other data used to account for the 		

	employee's work time for payroll purposes (except data that would reveal the reasons for the use of sick or other medical leave or other not public data.)		
Public Data on Job Applicants	The following is public information on current and former applicants for employment. (a) Veteran status (b) Relevant test scores (c) Rank on eligible list (d) Job history (e) Education and training (f) Work availability	Public	13.43, subd. 3
Undercover Police Officers	The information listed above as public data on employees is Private concerning undercover police officers at least as long as they remain in that assignment.	Private as long as they remain in that assignment.	13.43, subd. 5

B. LABOR RELATIONS DATA

<u>Topic</u>	<u>Description</u>	<u>Classification</u>	<u>Statute</u>
Disclosure of Identity of Employee Reporting Violation of Law	Identity of employee who reports a violation or suspected violation of law.	Private (unless disclosure of identity is required for prosecution, in which case employee identity may be disclosed but the employee shall be informed prior to the disclosure.	181.932, subd. 2
Employee Drug and Alcohol Testing Results	Test result reports and any other information acquired in employee drug and alcohol tests.	Private	181.954, subd 2
Labor Relations Information	Labor relations information relating to a specific labor organization.	Protected Nonpublic	13.37, subd. 2 & 13.02, subd. 13
Labor Relations Information	Management position on economic and non-economic items that have not been presented during the collective bargaining process or interest arbitration, including information specifically collected or created to prepare the management position.	Private/ Nonpublic	13.37, subd. 2

Positive Drug and Alcohol Test Results	Positive test results may be (1) used in an arbitration proceeding pursuant to a collective bargaining agreement; (2) disclosed to a federal agency according to federal law or federal contract, or (3) disclosed to a substance abuse treatment facility.	Private	181.954, subd. 3
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C. COUNTY ATTORNEY'S DATA

<u>Topic</u>	<u>Description</u>	<u>Classification</u>	<u>Statute</u>
Civil Legal Action Data	Data collected as part of an active investigation for purposes of commencing or defending a pending civil legal action, or which are retained in anticipation of a pending civil legal action.	Confidential/ Protected Nonpublic	13.39, subd. 2
County Attorney's Information	Information that is attorney work-product or covered by the attorney-client privilege, or otherwise protected from disclosure through 13.393.	Confidential/ Protected Nonpublic	13.393
Pleadings	Pleadings, as defined by court rule, served by or on a government entity.	Public (to the same extent that data would be public if filed with court)	13.03, subd. 12

D. INTERNAL AUDIT DATA

<u>Topic</u>	<u>Description</u>	<u>Classification</u>	<u>Statute</u>
Internal Audit Information	Data, notes and preliminary drafts of reports created, collected and maintained by the internal auditors or persons performing audits on behalf of the County.	Confidential/ Protected Nonpublic (Becomes Public when final report has been published or the audit or investigation is no longer being pursued actively)	13.392, subd. 1
Internal Audit Information	Data on an individual supplying information for an audit or investigation that could reasonably be used to determine the individual's identity. Data, notes, and preliminary drafts of reports created, collected, and	Private Data on individuals (if the information supplied was needed for an audit or investigation and would not have been provided to the internal audit office or	13.392, subd. 2 13.392, subd. 1

	<p>maintained by the internal audit offices of government entities, or persons performing audits for government entities, and relating to an audit or investigation</p>	<p>person performing audits without an assurance to the individual that the individual's identity would remain private.) Confidential data on individuals or protected nonpublic data until the final report has been published or the audit or investigation is no longer being pursued actively, except that the data shall be disclosed as required to comply with section 6.67 or 609.456.</p>	
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E. PROPERTY DATA

<u>Topic</u>	<u>Description</u>	<u>Classification</u>	<u>Statute</u>
<p>Appraisals</p>	<p>Estimated or appraised values of individual parcels of real property made by County personnel or independent appraisers on the County's behalf for purpose of selling or acquiring land through purchase or condemnation.</p>	<p>Confidential/ Protected Nonpublic (becomes public when (1) the negotiating parties exchange appraisals; (2) the data are submitted to a court appointed condemnation commissioner; (3) the data are presented in court in condemnation proceedings; (4) the negotiating parties enter into an agreement for the purchase and sale of the property; or (5) the data are submitted to the owner under § 117.036.)</p>	<p>13.44, subd. 3</p>

Building Code Violations	Code violation records are public except as provided under §13.39, subd. 2; §13.44 and §13.82, subd. 5	Public	13.44 subd. 2
Income Property Assessment Data	Data collected by political subdivisions from individuals or business entities concerning income properties: (a) detailed income and expense figures; (b) average vacancy factors; (c) verified net rentable areas or net usable areas, whichever is appropriate; (d) anticipated income and expenses; (e) projected vacancy factors; and (f) lease information.	Private/Nonpublic	13.51, subd. 2
Property Complaint Data	Identities of individuals who register complaints concerning violations of state laws or local ordinances concerning the use of real property.	Confidential	13.44, subd. 1
Certain Benefit Data	All other benefit data, other than the names and addresses and the amount or value of benefits received. "Benefit data" is data on individuals collected or created because an individual was an applicant or recipient of benefits under a housing rehabilitation program administered by the County.	Private (Names, addresses and amount of value received is public)	13.462

F. PUBLIC BIDDING AND CONTRACT DATA

<u>Topic</u>	<u>Description</u>	<u>Classification</u>	<u>Statute</u>
Bid Data	Data submitted by a business in response to a request for bids.	Private/ Nonpublic (Name of the bidder and dollar amount specified in the response become public when opened. The remaining data, with the exception of trade secret data, becomes public upon completion of the selection process.)	13.591, subd. 3(a)
Evaluation Data	Data created or maintained by the County as part of the process of evaluating bids or responses to RFP or RFQ.	Nonpublic (becomes Public upon completion of selection or evaluation process,	13.591, subd. 4

		with exception of trade secret data.) <u>Data may be shared between employees of different government entities.</u>	
Federal Contracts	All data collected or maintained by the County, to the extent a federal agency requires the County to treat data as not public as a condition of the contract between the County and the federal agency.	Private/ Nonpublic	13.35
Request for Proposal Data (& RFQ)	Data submitted by a business in response to a request for proposal.	Private/ Nonpublic (names of responders become public when responses are opened; other data becomes public upon completion of evaluation process.) Completion of the evaluation process means that the contract has been negotiated with the selected vendor.	13.591, subd. 3(b)
Sealed Bids	Sealed bids including the number of bids received prior to the bid opening.	Private/ Nonpublic	13.37, subd. 2

G. FAMILY, WELFARE, AND BENEFIT DATA

Topic	Description	Classification	Statute
Welfare Data	Data collected, maintained, used, or disseminated by the welfare system	Private Data on Individuals, not to be disclosed except in accordance with 13.46, subd. 2	13.46, subd. 2
Investigative Data	Data on persons, including data on vendors of services, licensees, and applicants that is collected, maintained, used, or disseminated by the welfare system in an investigation, authorized by statute, and relating to the enforcement of rules or law	Confidential Data on Individuals and/or protected nonpublic data not on individuals	13.46, subd 3
Medical and Mental Health Data	Data relating to the medical, psychiatric, or mental health of any individual, including diagnosis,	Private Data on Individuals, available to subject of data unless provider requests it be	13.46, subd. 5, subd. 7

	progress charts, treatment received, case histories, and opinions of health care providers, that are maintained, used, or disseminated by any agency to the welfare system	withheld pursuant to 144.291 to 144.298	
Benefit Data	Data on individuals collected or created because an individual seeks information about becoming, is, or was an applicant for or a recipient of benefits or services provided under various housing, home ownership, rehabilitation and community action agency, Head Start, and food assistance programs administered by government entities. Benefit data does not include welfare data which shall be administered in accordance with section <u>13.46</u> .	Names and addresses of applicants for and recipients of benefits, aid, or assistance through programs administered by a government entity that are intended to assist with the purchase, rehabilitation, or other purposes related to housing or other real property are classified as public data on individuals. All other data is private data on individuals	13.462, subd. 2 and 3
Foster Care Data	Names of persons interviewed; foster care placement plans obtained from other public and private agencies; and all information gathered during interviews with study participants.	Confidential Data	13.467, subd. 1

H. TAXATION AND ASSESSMENT DATA

<u>Topic</u>	<u>Description</u>	<u>Classification</u>	<u>Statute</u>
Certificate of Value	Property Tax Certificates of Value filed with the County Auditor	Names of grantors and grantees are public. Identification Numbers of grantors and grantees are private data on individuals or nonpublic data not on individuals,	272.115, subd. 1
	Data collected by political subdivisions concerning income properties: (a)	Private/Nonpublic	13.51, subd. 2

Income Property Assessment Data	detailed income and expense figures; (b) average vacancy factors; (c) verified net rentable areas or net usable areas, whichever is appropriate; (d) anticipated income and expenses; projected vacancy factors; and (f) lease information.		
Homestead Tax Applications	Data collected for determining eligibility for a homestead or other classification or benefit	Social security numbers, individual taxpayer identification numbers, copies of state or federal tax returns, and state or federal tax return information is private and/or nonpublic; all other data is public	273.1245

I. ELECTED AND APPOINTED OFFICIAL DATA

<u>Topic</u>	<u>Description</u>	<u>Classification</u>	<u>Statute</u>
Financial Disclosure Statements	Statements filed by elected and appointed officials that are filed with the County	Public	13.601, subd. 1
Correspondence	Correspondence between elected officials and individuals	Private data on individuals that may be made public by either the sender or the recipient	13.601, subd. 2
Application for Appointment	Data about applicants for appointment to a public body collected by a government entity as a result of the applicant's application for appointment to the public body	Private data on individuals except for name, city of residence, education or training, employment history, volunteer history, awards and honors, prior government service, veteran status, and once appointed: residential address, telephone number or email address, first and last dates of service on public body, existence and status of any complaints or charges	13.601, subd. 3

		against appointee, and report of final investigation,	
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J. MISCELLANEOUS DATA

Topic	Description	Classification	Statute
DBE Business Information	A DBE's confidential business information, including applications for DBE certification and supporting documentation.	This information must not be released to any third party without the written consent of the DBE. However, the County must give this information to US DOT in any certification appeal pending under 49 CFR § 26.89 in which the disadvantaged status of the individual is in question.	49 CFR § 26.109(a)(2)
DBE Certification Information	DBE certification information	When the County provides supplementary information to US DOT in a certification appeals process, the County is required to make this information available to the DBE and to any third party complainant involved consistent with Federal and state laws concerning data.	49 CFR § 26.89(f)
DBE Personal Financial Information	The personal net worth statement and supporting documentation required by the County DBE Program.	May be provided to a third party only with the written consent of the individual to whom the information pertains. However, if there is a certification appeal in which the disadvantaged status of an individual is at issue, this financial information would have to be provided to the US DOT.	49 CFR §26.67 (a)(2)(iv)
Educational Support Services Data	Data relating to programs administered by a government entity or entity under contract designed to eliminate disparities and advance equities in educational achievement	Private	13.463

	for youth by coordinating services available to participants, regardless of the youth's involvement with other government services.		
Electronic Access Data	Data created, collected, or maintained about a person's access to the County's computer for the purpose of: (1) gaining access to data or information; (2) transferring data or information; or (3) using government services.	Private/ Nonpublic	13.15
Examination Data	Testing or examination materials or scoring keys to determine individual qualifications or to administer licensing or academic examinations.	Nonpublic	13.34
Insurance Information	Information on an individual's health insurance claims shall not be released without that person's consent, except that it may be disclosed to the County officers or employees to the extent necessary to administer the health benefit program.	Private	471.617, subd. 5
Security Information	Security information the disclosure of which would be likely to substantially jeopardize the security of individuals, property or information against theft, tampering, illegal disclosure, physical injury or other improper use.	Private/ Nonpublic	13.37, subd. 1(a) 49 CFR § 1520.7
Social Security Numbers	Social security numbers, in whole or in part, in any type of document, except to the extent that access to the Social Security number is specifically authorized by law.	Private	13.355, subd. 1

Trade Secrets	A formula, pattern, compilation, program, device, method, technique or process (1) that was supplied by the affected individual or organization, (2) that is the subject of efforts by the individual or organization that are reasonable under the circumstances to maintain its secrecy, and (3) that derives independent economic value, actual, or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.	Private/ Nonpublic	13.37, subd. 1(b)
Public Employee Retirement Association Data	Data on individual beneficiaries and survivors of Public Employment Retirement Association members: home address, date of birth, direct deposit account number, and tax withholding data.	Private	13.63, subd. 3
Absentee Voter Names/ Early Voter Names	Names of Voters who have submitted an absentee ballot return envelope to the county auditor / Names of persons who cast a ballot using early voting procedures established in 203B.30.	In applicable elections Available to the public in the same manner as public information lists in 201.91 Subd 4, 5 and 9	203B.12
Health Care Contract Data	Data created, collected, received, stored, used, maintained or disseminated by health plan companies, managed care organizations, county-based purchasing plans, third-party administrators providers, or other vendors, or their parent or subsidiary, while contracting with the county for health-related services	Data is subject to the same provisions as if maintained by the County	13.387
Military Discharge Data	DD Forms 214 and 215, or other forms which document an individual's	Private Data on Individuals, release subject to exceptions in 196.08	196.08

	discharge from the armed services and are filed at a government entity		
Veteran's Services Application Data	Data on clients' applications for County Veteran Services	Private Data on Individuals	197.603, subd. 2

K. LAW ENFORCEMENT DATA

Topic	Description	Classification	Statute
911 Database	Names, addresses, phone numbers provided to 911 system for a database for identifying the location or identity of a caller.	Private, court order required for release	403.07, subd. 4
Arrest Data	Certain data that documents any actions taken to cite, arrest, incarcerate or otherwise substantially deprive an adult individual of liberty.	Public in the originating agency	13.82, subd. 2
Arrest Warrant Data	Arrest warrant until defendant has been taken into custody, served with warrant or appeared in court. May be made Public if it serves public good.	Confidential	13.82, subd. 19
Audio Recording of a 911 Call	Audio recording of 911 call for the purpose of requesting service from a law enforcement, fire or medical agency. Written transcript is available (public data), but it cannot identify a protected person under 13.82(17).	Private with respect to individual making call, except a written transcript is public unless it reveals identity of person protected under 13.82, subd. 17	13.82, subd. 4
Automated License Plate Readers	Data from an electronic device mounted on a law enforcement vehicle, or stationary location that is capable of recording data on or taking a photograph of a vehicle or its license plate, and comparing said data with law enforcement databases	Private/Nonpublic, unless data is subject to Minn. Stat. 13.82, subd. 2,3, or 6 or are active criminal investigative data	13.824
Booking Photos	Photographs or electronically produced image taken by law enforcement for identification purposes in connection with the arrest of a person. May withhold temporarily if adversely affects active investigation.	Public	13.82, subd. 26
Child Abuse Data – Inactive	Inactive investigative data that relates to alleged abuse or neglect of a child by a person responsible for the child's care.	Private	13.82, subd. 9, 260E.35
Child Abuse Identity (Victim)	Active or inactive investigative data that identifies a victim of child abuse.	Private	13.82, subd. 8,

Child Abuse Identity (Reporter)	Active or inactive investigative data that identifies a reporter of child abuse unless disclosure is compelled under 260E.35 Subd. 3(m).	Confidential	13.82, subd. 8, 260E.35
Child Abuse Victim Videotape	Videotape in which a child victim or alleged victim is alleging, explaining, denying, or describing an act of physical or sexual abuse	Confidential absent court order	13.821
Child Abuse Case Consultation Data	Data acquired by a child abuse case consultation committee in its official case consultation duties	Confidential	260E.02 Subd. 4(c)
Corrections and Detention Data	Data on individuals created, collected, used or maintained because of their lawful confinement or detainment in state reformatories, prisons and correctional facilities, municipal or county jails, lockups, workhouses, work farms and all other correctional and detention facilities	Private or confidential except for summary or arrest data	13.85, subd. 2 and 3
Crime Victims Data	Prosecuting authority is responsible for release of investigative data to victim or victim's legal representative with some exceptions.	Exception	13.82, subd. 13
Crime Victim Ombudsman Requests	Crime victim ombudsman shall be given access to police reports including those pertaining to juveniles and their petitions.	Exception	611A.74, subd. 3(b)
Criminal Alert Network	Data that identify individuals or businesses as members of the criminal alert network, including names, addresses, telephone and fax numbers.	Private/ Nonpublic	299A.61, subd. 2
Criminal History Data	Criminal history data compiled by the BCA and disseminated through the criminal justice information system.	Private with exception law enforcement agency may disseminate to hiring or licensing authority of city or county requesting checks for applicants licensees or current employees.	13.87, subd. 1(b); 299C.72
Criminal History Data	Data on court disposition and sentence information, controlling agency and confinement information.	Public for 15 years following discharge	13.87, subd. 1(b)
Criminal Investigation Data – Inactive	Inactive investigative data.	Public (unless release of the data would jeopardize another ongoing	13.82, subd. 7

		investigation or would reveal the identity of a protected individual under 13.82(17). Images and recordings, including photographs, video, and audio recordings which are clearly offensive to common sensibilities may be classified as private/nonpublic (13.82, subd. 7).	
Criminal Investigative Data – Active	Investigative data collected or created by the County in order to prepare a case against a person, whether known or unknown, for the commission of a crime or other offense for which the County has primary investigative or prosecutorial responsibility.	Confidential/Nonpublic (except for data defined in 13.82, subd. 2, 3 and 6);	13.82, subd. 7
Criminal Records	No use, distribution or dissemination of certain criminal records in connection with application for public employment or license application.	Exception	364.04
Crime Victim Data	Investigative data concerning a victim of a crime	Releasable to the victim with exceptions	13.82, subd. 13
Deliberative Processes	Information, reports, or memos that have been adopted as the final opinion or justification for a decision of an agency.	Public	13.82, subd. 25
Deliberative Processes	Deliberative processes or investigative techniques of law enforcement agencies.	Confidential/ Protected Nonpublic	13.82, subd. 25
Domestic Abuse Data	Data collected, created, received or maintained by the police department pursuant to the Domestic Abuse Act, §518B.01.	Confidential (until a temporary court order is executed or served.)	13.80
Exchange of Information	Law enforcement agencies may exchange information that is pertinent and necessary to the requesting agency in initiating, furthering, or completing an investigation, except public personnel data.	Exception	13.82, subd. 24
Firearms Data	Data pertaining to the purchase or transfer of firearms and applications for permits to carry firearms collected by the County	Private	13.87, subd. 2

Inactive Financial Transaction Investigative Data	Investigative data that become inactive under subdivision 7 that are a person's financial account number or transaction numbers	Private or Nonpublic	13.82, subd. 30
Investigative Detention Data	Government data created, collected, used or maintained by the state correctional facilities, municipal or county jails, lockups, workhouses, work farms and other correctional and detention facilities which: (a) if revealed, would disclose the identity of an informant who provided information about suspected illegal activities, and (b) if revealed, is likely to subject the informant to physical reprisals by others.	Confidential , except by court order or to a party in a court proceeding as require by the Rules of Criminal Procedure	13.86
Juvenile/ Attorney	Attorneys representing a juvenile may have access to their records, local social services agency files, and reports which form the basis of any recommendation made to the court. An attorney does not have access to the identity of a person who made a report.	Exception	260B.171, subd. 6
Juvenile Court Records	Juvenile court records and any related appeals can be released only in specific circumstances, by court order, statute or to particular persons (see exceptions below).	Private	260B.171, subd. 1
Juvenile Criminal Traffic Reports	Criminal traffic reports may be inspected by a person who has sustained physical harm or economic loss as a result of the criminal traffic offense. Some restrictions do apply.	Exception	260B.171, subd. 5(d)
Juvenile – Diversion and Social Services	Diversion programs and local social service agencies may have access to juvenile records.	Exception	260B.171, subd. 5(f) & 260B.171, subd. 5(g)
Juvenile Photos	Authorized photographs may be used for institution management purposes, case supervision by parole agents, and to assist law enforcement agencies to apprehend juvenile offenders.	Private	260B.171, subd. 5(c)

Juvenile Police Records	Peace officer's juvenile records must be separate from adults and may not be released except under specific criteria.	Private	260B.171, subd. 5(a)
Juvenile School Reporting	Law enforcement required to notify schools for particular incidents.	Exception	260B.171, subd. 5(e)
Maltreatment of a Minor	Material received on the reporting of child maltreatment is available only to specific agencies.	Private/Nonpublic	260E.35
Maltreatment of a Minor – Reporter	Identification of the reporter of child maltreatment.	Confidential	260E.35
Medical Examiner Data	Data relating to deceased individuals and the manner and circumstances of their death which is created, collected, used, or maintained by the County coroner in fulfillment of official duties	Public, with exceptions; active investigation data is private	13.83
Missing Children's Bulletin	Information included in the missing children's bulletin, distributed by the BCA.	Public	299C.54, subd. 4
Name Change	Data on court records relating to name changes under Minn. Stat. 259.10, subd. 2 is confidential when investigation is active and private when inactive.	Confidential/ Private	13.82, subd. 12
Ombudsmen Requests	Crime victim ombudsman shall be given access to police reports, including those pertaining to juveniles and their petitions.	Exception	611A.74, subd. 3(b)
Pawn Shop and Scrap Metal Dealer Customer Data	Data that would reveal the identity of persons who are customers of a licensed pawnbroker, secondhand goods dealer, or a scrap metal dealer	Private Data	13.82, subd. 25
Order for Protection and No Contact Order Data	Data from orders for protection or no contact orders and data entered by law enforcement to assist in the enforcement of those orders	Private Data	299C.46, subd, 6(c)
Pawn Shop and Scrap Metal Dealer Property Data	Data describing the property in a regulated transaction with a licensed pawnbroker, secondhand goods dealer, or a scrap metal dealer	Public Data	13.82, subd. 27

Portable Recording System Data	Audio and Video data from a device worn by a peace officer while recording activities and interactions with others, or for collection of digital multimedia evidence as part of an investigation.	Private/Nonpublic, but some exceptions; accessible by data subject	13.825, subd. 1-3
Property Complaint Data	Names of individuals who register complaints concerning violations of law/ ordinance concerning use of real property.	Confidential	13.44, subd. 1
Property Data	Data that uniquely describes stolen, lost, confiscated or recovered property.	Private/Nonpublic	13.82, subd. 20
Protected Persons	Law enforcement agencies shall withhold public access to data on individuals to protect the identity of certain individuals.	Private	13.82, subd. 17 & 611A.021
Public Access	Law enforcement is not required to make actual physical data available to the public if it is not administratively feasible to segregate Public from Confidential. Need to make Public Data, however, available in reasonable time.	Exception	13.82, subd. 16
Public Benefit Data	Data classified as Confidential or Protected Nonpublic may be made accessible if access will aid law enforcement process, promote public safety or dispel widespread rumor or unrest.	Exception	13.82, subd. 15
Reparations / Restitution Data	Claims and supporting documents filed by crime victims seeking reparations	Considered investigative data and subject to 13.39 until reparations are paid, denied, withdrawn, or abandoned	611A.57
Request for Service Data	Certain data that documents a request by the public for law enforcement services.	Nature of the request for service, name and address of person making request, time and date of the request, and response initiated or ICR # is public	13.82, subd. 3
Response or Incident Data	Certain data which documents a response to a request for service, including traffic accidents, or which describes actions taken by the agency on its own initiative.	Public	13.82, subd. 6
Reward Program Data	Program data that would reveal identity of an informant or affect the integrity of the fund. Financial records on individuals are confidential. Records	Confidential/Protected Nonpublic	13.82, subd. 21

	not related to individuals are protected Nonpublic.		
Sexual Assault Communication Data	All information transmitted in confidence between a victim of sexual assault and a counselor and all other information received by a counselor in providing assistance to a victim	Private	13.822
Sexual or Predatory Offender Information	Information defined by statute to be relevant and necessary to protect the public and to counteract the offender's dangerousness must be disclosed by law enforcement agency in the area where the predatory offender resides, expects to reside, is employed, or is regularly found.	Nonpublic, except for purposes to protect the public as below: Level 1, except to other law enforcement, victims or witnesses; Level 2, except to agencies and groups that the offender is likely to encounter, for purposes of securing institutions and individuals; Level 3, except to members of the community whom offender is likely to encounter	244.052, subd. 4;
Sexual Offender Registration	Registration data of sex offenders available for law enforcement purposes only.	Private; See 243.166, subd. 7a for exceptions.	243.166, subd. 7
Surveillance Technology	Data documenting the existence of all technology maintained by law enforcement to electronically capture audio, video, photographic, or other record activities of the general public, or of an individual or group of individuals for purposes of investigation, incident response, monitoring or maintaining public order and safety or other law enforcement function	Public	13.82, subd. 31
Traffic Accident Reports	Accident reports submitted to the commissioner of public safety. Authorized people may receive the report.	Confidential	169.09, subd. 13
Undercover Law Enforcement Officer	All personnel data relating to an individual employed as an undercover officer until not an undercover officer.	Private	13.43, subd. 5
Victim Identity Minors	Data contained in records or reports relating to petitions, complaints or indictments issued pursuant to a criminal sexual conduct violation which specifically identifies a victim who is a	Not Public, Accessible only by Court Order	609.3471

	minor. (Only applies to the minor's information, not the report.)		
Vulnerable Adult	Active or inactive investigative data that identifies a victim or reporter of vulnerable adult maltreatment.	Private	13.82, subd. 10
Vulnerable Adult Maltreatment Data – Inactive Case	Investigative data that becomes inactive and relates to the alleged maltreatment by a caregiver or facility.	Private	13.82, subd. 11
Withholding Data Response or Incident	Law enforcement may temporarily withhold response or incident data from public access upon a belief that release of response or incident data will lead to endangerment of public safety or of an individual or if release of response or incident data will cause the perpetrator to flee, evade detection or destroy evidence. Law enforcement must provide statement explaining why.	Exception	13.82, subd. 14

APPENDIX II. FORMS USED TO COLLECT PRIVATE OR CONFIDENTIAL DATA

The Data Practices Compliance Official maintains the following forms:

1. Tennessean Warning
2. Informed Consent Form (from Government)
3. Informed Consent Form (from Individual)
4. Informed Consent Form (different use)
5. Minnesota Standard Consent Form to Release Health Information
6. Data Request Form

APPENDIX III. COUNTY RESPONSIBLE AUTHORITIES

The following personnel are Responsible Authorities for their respective departments, by statute or appointment. The County Administrator may routinely update this list upon changes of personnel.

Jeffrey LH Boucher, County Attorney

Kelly Lake, County Sheriff

Duane Brownie, Veteran's Services

For all other county departments, the responsible authority is the County Administrator:

Dennis Genereau, County Administrator

Mr. Genereau has designated Assistant County Attorney, Amy Voss as the County's Data Practices Compliance Official. The Data Practices Compliance Official is the person to whom questions or concerns may be directed concerning obtaining access to data or other data practices problems. Ms. Voss may be reached at 218-384-9166.

APPENDIX IV. COUNTY DEPARTMENT DESIGNEES

The following personnel are Responsible Authorities for their respective departments, by statute or appointment. The County Administrator may routinely update this list upon changes of personnel.

County Administrator

Dennis Genereau Jr.
1307 Cloquet Avenue, Suite #1
Cloquet, MN 55720
218-384-9141
countyadministrator@carltoncountymn.gov

Human Resources

Gary Jackson
1307 Cloquet Avenue, Suite #1
Cloquet, MN 55720
218-384-9197
gary.jackson@carltoncountymn.gov

County Attorney

Amy Voss
1780 Justice Dr. Ste. 2900
Carlton, MN 55718-0300
218-384-9166
countyattorneyefile@carltoncountymn.gov

Information Technology

Jesse Wheeler
PO Box 130
Carlton, MN 55718-0130
218-384-9135
jesse.wheeler@carltoncountymn.gov

Assessor

Kyle W. Holmes S.A.M.A
PO Box 440
Carlton, MN 55718-0440
218-384-9148
kyle.holmes@carltoncountymn.gov

Land/ GIS Mapping

Mark Westphal
1630 County Rd. 61
Carlton, MN 55718
218-384-9288
mark.westphal@carltoncountymn.gov

Auditor/Treasurer

Kevin DeVriendt
PO Box 130
Carlton, MN 55718-0130
218-384-9127
kevin.devriendt@carltoncountymn.gov

Motor Vehicles/Licensing

Kevin DeVriendt
PO Box 130
Carlton, MN 55718-0130
218-384-9127
kevin.devriendt@carltoncountymn.gov

Community and Family Initiatives

Donna Lekander
1307 Cloquet Avenue, Suite #3
Cloquet, MN 55720
218-384-4284
donna.lekander@carltoncountymn.gov

Economic Development

Ryan Pervenanze
317 Chestnut Avenue
Carlton, MN 55718
218-384-9597
ryan.pervenanze@carltoncountymn.gov

Property Management

Dave Hurst
301 Walnut Avenue
Carlton, MN 55718-0130
218-499-5741
dave.hurst@carltoncountymn.gov

Extension Services

Public Affairs

Kevin DeVriendt
PO Box 130
Carlton, MN 55718-0130
218-384-9127
kevin.devriendt@carltoncountymn.gov

Dennis Genereau Jr.
1307 Cloquet Avenue, Suite #1
Cloquet, MN 55720
218-384-9141
countyadministrator@carltoncountymn.gov

Public Health and Human Services
Annie Napoli
14 11th St. North
Cloquet, MN 55720
218-879-4511
annie.napoli@carltoncountymn.gov

County Board
Dennis Genereau Jr.
1307 Cloquet Avenue
Cloquet, Suite #1 MN 55720
218-384-9141
countyadministrator@carltoncountymn.gov

Recorder
Kris Basilici
PO Box 70
Carlton, MN 55718
218-384-9156
kris.basilici@carltoncountymn.gov

Sheriff's Office
Kelly Lake
1780 Justice Drive Ste. 1300
Carlton, MN 55718
218-384-3236
sheriffrecords@carltoncountymn.gov

Transportation
JinYeene Neumann
1630 County Rd 61
Carlton, MN 55718
218-384-9154
jinyeene.neumann@carltoncountymn.gov

Veteran's Services
Duane Brownie
14 11th St. North
Cloquet, MN 55720
218-499-6838
duane.brownie@carltoncountymn.gov

Zoning
Chris Berg
PO Box 220
Carlton, MN 55718-0220
218-384-9177

chris.berg@carltoncountymn.gov

Coroner
Medical Examiner Services
Dr. Quinn Strobl
2100 Third Avenue
Anoka, MN 55303

APPENDIX V. PUBLIC ACCESS POLICY

This document (see following pages) is required by Minnesota Statutes § 13.03, subdivision 2(b):

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



To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From: Chris Berg, Zoning and Environmental Services Administrator
Presenter: Chris Berg, Zoning and Environmental Services Administrator
Title of Item for Consideration: Consider Rezoning Request REZ-2026-001 Peter & Kim Laveau

Type of Action Requested (check ONE)

- Info only, no action requested at this time
- Approve by resolution
- Approve by order (provided by ZES at meeting)

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

Yes No NA Reviewed by other Committee, Board or Commission

If yes, committee name & recommendation The Planning Commission recommended approval on February 4, 2026.

Summary

Peter and Kimberly Laveau of 728 County Road 4, Wrenshall, MN 55797, represented by Steven Schmidt and Samantha Laveau, have requested to amend the Official Zoning Map of Carlton County by changing the property described as SW ¼ of SW ¼ in Section 34, Township 48 North, Range 16 West in Silver Brook Township (PIN 69-020-2780) from the A-1 Agriculture/Forest Management Zoning District to the A-2 Agriculture/Rural Residential Zoning District. The property address is 2496 Maere Road, Wrenshall, MN 55797.

The applicant is requesting the rezoning to subdivide the parcel. The current A-1 zoning has a minimum lot size of 20 acres. The parcel is 40 acres, and the owner would like to subdivide to 10-acre and 30-acre parcels.

Spot zoning is a term developed to describe the application of a specific zoning district classification to a small area which is surrounded by a larger different zoning district, or in other words, creating an island by singling out a parcel for special privileges not consistent with surrounding uses. This request does not appear to be spot zoning. The applicant is not requesting special privileges which are inconsistent with surrounding uses. The surrounding zoning districts and uses appear to be residential. The applicant is requesting the same use.

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 (IFC)/ Agenda Item Cover Sheet



To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From: Chris Berg, Zoning and Environmental Services Administrator
Presenter: Chris Berg, Zoning and Environmental Services Administrator
Title of Item for Consideration: Consider Rezoning Request REZ-2026-002 Robert Warder

Type of Action Requested (check ONE)

- Info only, no action requested at this time
- Approve by resolution
- Approve by order (provided by ZES at meeting)

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission

If yes, committee name & recommendation **The Planning Commission recommended to rezone only parcels 86-030-5080, 86-030-5090 totaling about 49.4 acres along County Road 153 on February 4, 2026.**

Summary

Robert Warder of 15403 West Lee Road, Hayward, WI 54843, has requested to amend the Official Zoning Map of Carlton County by changing the property described as part of the NW ¼ of SW ¼, the NE ¼ of SW ¼, and the SW ¼ of SW ¼, in Section 26, Township 46 North, Range 17 West, the SE ¼ of SE ¼, in Section 27, Township 46 North, Range 17 West, the NW ¼ of NW ¼, in Section 35, Township 46 North, Range 17 West, part of the NW ¼ of NE ¼, the NE ¼ of NE ¼, the SE ¼ of NE ¼, the NE ¼ of SE ¼, and the E ½ of NW ¼ of SE ¼ and E ½ of SW ¼ of NE ¼, in Section 34, Township 46 North, Range 17 West, all in Clear Creek Township (PINs 86-030-5080, 86-030-5090, 86-030-5100, 86-030-5340, 86-034-6540, 86-034-6310, 86-034-6321, 86-034-6340, 86-034-6450, and 86-034-6440) from the A-1 Agriculture/Forest Management Zoning District to the A-2 Agriculture/Rural Residential Zoning District.

The applicant is requesting the rezoning to sell the property with options for subdividing the parcels. The current A-1 zoning has a minimum lot size of 20 acres. Spot zoning is a term developed to describe the application of a specific zoning district classification to a small area which is surrounded by a larger different zoning district, or in other words, creating an island by singling out a parcel for special privileges not consistent with surrounding uses. This request does not appear to be spot zoning. The applicant is not requesting special privileges which are inconsistent with surrounding uses. The surrounding zoning districts and uses appear to be residential. The applicant is requesting the same use.

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 (IFC)/ Agenda Item Cover Sheet

A-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Chris Berg, Zoning and Environmental Services Administrator

Title of Item for Consideration: Interim Use Permit CUP-2026-001 Minkinen

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED)
 Approve by order (provided by ZES at meeting)

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission

If yes, committee name & recommendation The Planning Commission held a public hearing on the permit request at their meeting on February 4, 2026. There was a unanimous vote to recommend approval of the interim use permit.

Summary

John and Caroline Minkinen, represented by Melissa Minkinen of 5580 Minkinen Road, Kettle River, MN 55757, have requested a Conditional/Interim Use Permit to operate an agriculture-related business, a veterinary clinic, in the A-2 Agriculture/Rural Residential Zoning District. The property is described as part of the SW ¼ of SE ¼ in Section 28, Township 47 North, Range 20 West in Kalevala Township. The property address is 5581 Minkinen Road, Kettle River, MN 55757 (PIN 51-056-4750). The request was recommended for approval in accordance with the Findings of Fact detailed in the meeting minutes and with the following conditions:

1. The applicant must undertake the project according to the plans and specifications submitted to the County with the application or as modified by conditions. This application shall be processed as an Interim Use Permit.
2. The permit is invalid, or expires, if the holder has not substantially completed the business development within one year of the granting of the permit.
3. The permit will be periodically reviewed by the County to ensure 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 ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinance.
5. The applicant must comply with the provisions of the Minnesota Board of Veterinary Medicine, Minnesota Department of Labor and Industry, and other applicable federal, state and local agencies.
6. Any sign advertising the business shall conform to Article 5, Section 16 of Carlton County Zoning Ordinance #27. A zoning permit is required for an on-site sign.

- 7. Lighting shall be directed away from neighboring properties.
- 8. No street parking shall be allowed by customers or delivery vehicles.
- 9. No animals shall be boarded or kept overnight at the property.
- 10. The permit shall expire upon issuance of a Conditional Use Permit to the applicant for a permanent veterinary clinic or the transfer of property to another owner, whichever comes first.

Supporting Attachments

Meeting minutes

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

CARLTON COUNTY MINNESOTA Planning Commission Meeting Minutes

Wednesday, February 4, 2026 at 7:00 PM

1. CALL TO ORDER The meeting was called to order at 7:01 PM.

2. ROLL CALL

BOARD MEMBERS PRESENT	Clayton Kauppila <input checked="" type="checkbox"/>	Dan Belden <input checked="" type="checkbox"/>	Mike Abrahamson <input checked="" type="checkbox"/>
Lorrie Laurin <input checked="" type="checkbox"/>	Steve Schulstrom <input checked="" type="checkbox"/>	Keith Depre <input checked="" type="checkbox"/>	<input type="checkbox"/>
STAFF PRESENT	Zoning and Environmental Services Administrator Chris Berg <input checked="" type="checkbox"/>		
	Carlton County Commissioner Dan Reed: <input checked="" type="checkbox"/>		

3. ELECTION OF CHAIRPERSON Kauppila nominated Depre for Chairperson. There were no other nominations. Election of Depre as Chairperson supported by all yea votes. Berg turned the chair over to Depre.

4. ELECTION OF OFFICERS
 a) Abrahamson nominated Belden for Vice-Chairperson. There were no other nominations. Election of Belden as Vice-Chairperson supported by all yea votes.
 b) Depre nominated Abrahamson for Secretary. There were no other nominations. Election of Abrahamson as Secretary supported by all yea votes.

5. APPROVE MEETING MINUTES

MOTION TO APPROVE MINUTES OF NOVEMBER 5, 2025			APPROVE <input checked="" type="checkbox"/>		APPROVE AS AMENDED <input type="checkbox"/>		
1ST	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input checked="" type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
2ND	Clayton Kauppila <input checked="" type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
VOTE TO APPROVE MINUTES			YES <input checked="" type="checkbox"/> Kauppila <input checked="" type="checkbox"/> Belden <input checked="" type="checkbox"/> Abrahamson <input checked="" type="checkbox"/> Lauren <input checked="" type="checkbox"/> Schulstrom <input checked="" type="checkbox"/> Depre <input type="checkbox"/>	NO <input type="checkbox"/> Kauppila <input type="checkbox"/> Belden <input type="checkbox"/> Abrahamson <input type="checkbox"/> Laurin <input type="checkbox"/> Schulstrom <input type="checkbox"/> Depre <input type="checkbox"/>			

6. APPROVE AGENDA							
MOTION TO APPROVE AGENDA				APPROVE <input checked="" type="checkbox"/>		APPROVE AS AMENDED <input type="checkbox"/>	
1ST	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input checked="" type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
2ND	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input checked="" type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
VOTE TO APPROVE AGENDA			YES <input checked="" type="checkbox"/> Kauppila <input checked="" type="checkbox"/> Belden <input checked="" type="checkbox"/> Abrahamson <input checked="" type="checkbox"/> Laurin <input checked="" type="checkbox"/> Schulstrom <input checked="" type="checkbox"/> Depre <input type="checkbox"/>	NO <input type="checkbox"/> Kauppila <input type="checkbox"/> Belden <input type="checkbox"/> Abrahamson <input type="checkbox"/> Laurin <input type="checkbox"/> Schulstrom <input type="checkbox"/> Depre <input type="checkbox"/>			

1. CALL PUBLIC HEARING TO ORDER	The public hearing was called to order at 7:05 PM.
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2. LEGAL AD STATEMENT	Public Notice was sent on January 15, 2026, and published in the Star Gazette on January 22, 2026. Public Notice was sent on January 15, 2026, and published in the Pine Knot News on January 22, 2026.
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3. FINALITY OF DECISIONS	Chairperson Depre read a statement regarding finality of decisions and findings of fact, and both were placed on the overhead screen.
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4. PUBLIC HEARING	
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A.	Rezoning Request REZ-2026-001 Peter and Kim Laveau
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APPLICANT/ REPRESENTATIVE	Name: Steven Schmidt Address: PO Box 115, Wrenshall, MN 55797
PUBLIC COMMENT	Name: Al Hansen Address: 2598 Jeans Way, Wrenshall, MN 55797 <ul style="list-style-type: none"> Attended meeting for information only.
CORRESPONDENCE	None

B.	Rezoning Request REZ-2026-002 Robert Warder
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APPLICANT/ REPRESENTATIVE	Name: Robert Warder Address: 15403 West Lee Road, Hayward, WI 54843
PUBLIC COMMENT	<p>Name: Laurie Carlson Address: 1939 Soper Lake Lane, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • Concerned about environmental impact of future development. <p>Name: Tom Eull Address: 1631 County Road 146, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • Opposed due to density change. <p>Name: Bryan Erickson Address: 1615 County Road 146, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • Opposed due to density change. <p>Name: Dale VanGuilder Address: 1927 County Road 146, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • Concerned about property taxes. <p>Name: Mike Dahl Address: 1660 County Road 146, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • Concerned about increased fire risk, trout stream, and maintaining rural setting. <p>Name: Sharon Carlson Address: 1746 County Road 146, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • Concerned about the change in character of the area. <p>Name: Charles Carlson Address: 1746 County Road 146, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • Opposed to change. <p>Name: Kevin Koecher Address: 1552 Net Lake Road, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • His questions were answered, so no concerns. <p>Name: Christine Carlson Address: 94424 Net Lake Road S, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • Concerned about increased population density. <p>Name: Troy Westendorf Address: 4797 State Highway 23, Holyoke, MN 55749</p> <ul style="list-style-type: none"> • Questioned whether CUP standards apply to rezoning.
CORRESPONDENCE (attached)	<p>Email from Assessor Kyle Holmes</p> <p>Email from Tom Eull</p> <p>Email from Eric Saetre</p> <p>Email from Marcia Ward</p> <p>Email from Randy Lenz</p> <p>Email from Mike and Nancy Huddleston</p>

C.	Conditional /Interim Use CUP-2026-001 John and Caroline Minkkinen
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APPLICANT/ REPRESENTATIVE	Name: Melissa Minkkinen Address: 5580 Minkkinen Road, Kettle River, MN 55757
PUBLIC COMMENT	None
CORRESPONDENCE	None

5. CLOSE THE PUBLIC HEARING AND RE -OPEN PLANNING COMMISSION The public hearing was closed at 8:29 PM. The Planning Commission meeting was re-opened at 9:05 PM.

A. Rezoning Request REZ-2026-001 Peter and Kim Laveau

MOTION TO APPROVE REZONING PIN 69-020-2780				APPROVE <input checked="" type="checkbox"/>		DENY <input type="checkbox"/>	
1ST	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input checked="" type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
2ND	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input checked="" type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
VOTE TO APPROVE REZONING			YES <input checked="" type="checkbox"/> Kauppila <input checked="" type="checkbox"/> Belden <input checked="" type="checkbox"/> Abrahamson <input checked="" type="checkbox"/> Laurin <input checked="" type="checkbox"/> Schulstrom <input checked="" type="checkbox"/> Depre <input type="checkbox"/>	NO <input type="checkbox"/> Kauppila <input type="checkbox"/> Belden <input type="checkbox"/> Abrahamson <input type="checkbox"/> Laurin <input type="checkbox"/> Schulstrom <input type="checkbox"/> Depre <input type="checkbox"/>			

B. Rezoning Request REZ-2026-002 Robert Warder

MOTION TO APPROVE REZONING PINS 86-030-5080 AND 86-030-5090				APPROVE <input checked="" type="checkbox"/>		DENY <input type="checkbox"/>	
1ST	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input checked="" type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
2ND	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input checked="" type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
VOTE TO APPROVE REZONING			YES <input checked="" type="checkbox"/> Kauppila <input checked="" type="checkbox"/> Belden <input checked="" type="checkbox"/> Abrahamson <input checked="" type="checkbox"/> Laurin <input checked="" type="checkbox"/> Schulstrom <input checked="" type="checkbox"/> Depre <input type="checkbox"/>	NO <input type="checkbox"/> Kauppila <input type="checkbox"/> Belden <input type="checkbox"/> Abrahamson <input type="checkbox"/> Laurin <input type="checkbox"/> Schulstrom <input type="checkbox"/> Depre <input type="checkbox"/>			

c. Conditional /Interim Use CUP-2026-001 John and Caroline Minkkinen

MOTION TO APPROVE FINDINGS OF FACT			APPROVE <input checked="" type="checkbox"/>			DENY <input type="checkbox"/>	
1 ST	Clayton Kauppila <input checked="" type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
2 ND	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input checked="" type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
VOTE TO APPROVE FINDINGS OF FACT			YES <input checked="" type="checkbox"/> Kauppila <input checked="" type="checkbox"/> Belden <input checked="" type="checkbox"/> Abrahamson <input checked="" type="checkbox"/> Laurin <input checked="" type="checkbox"/> Schulstrom <input checked="" type="checkbox"/> Depre <input type="checkbox"/>	NO <input type="checkbox"/> Kauppila <input type="checkbox"/> Belden <input type="checkbox"/> Abrahamson <input type="checkbox"/> Laurin <input type="checkbox"/> Schulstrom <input type="checkbox"/> Depre <input type="checkbox"/>			

MOTION TO APPROVE IUP			APPROVE <input type="checkbox"/>		APPROVE AS AMENDED <input checked="" type="checkbox"/>		DENY <input type="checkbox"/>
1 ST	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input checked="" type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
2 ND	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input checked="" type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>
VOTE TO APPROVE IUP			YES <input checked="" type="checkbox"/> Kauppila <input checked="" type="checkbox"/> Belden <input checked="" type="checkbox"/> Abrahamson <input checked="" type="checkbox"/> Laurin <input checked="" type="checkbox"/> Schulstrom <input checked="" type="checkbox"/> Depre <input type="checkbox"/>	NO <input type="checkbox"/> Kauppila <input type="checkbox"/> Belden <input type="checkbox"/> Abrahamson <input type="checkbox"/> Laurin <input type="checkbox"/> Schulstrom <input type="checkbox"/> Depre <input type="checkbox"/>			

6. NEW BUSINESS None

7. OTHER BUSINESS

Discussed holding public hearing regarding Ordinance #41.

MOTION TO SCHEDULE PUBLIC HEARING FOR THE NEXT PLANNING COMMISSION MEETING (DATE TO BE DETERMINED BY ZONING ADMINISTRATOR)

APPROVE

DENY

1 ST	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input checked="" type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>	
2 nd	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input checked="" type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>	
VOTE TO SCHEDULE PUBLIC HEARING			YES <input checked="" type="checkbox"/> Kauppila <input checked="" type="checkbox"/> Belden <input checked="" type="checkbox"/> Abrahamson <input checked="" type="checkbox"/> Laurin <input checked="" type="checkbox"/> Schulstrom <input checked="" type="checkbox"/> Depre <input type="checkbox"/>	NO <input type="checkbox"/> Kauppila <input type="checkbox"/> Belden <input type="checkbox"/> Abrahamson <input type="checkbox"/> Laurin <input type="checkbox"/> Schulstrom <input type="checkbox"/> Depre <input type="checkbox"/>				

8. ADJOURNMENT

The meeting was adjourned at 9:22 PM.

MOTION TO ADJOURN

APPROVE

DENY

1 ST	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input checked="" type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>	
2 nd	Clayton Kauppila <input type="checkbox"/>	Dan Belden <input type="checkbox"/>	Mike Abrahamson <input checked="" type="checkbox"/>	Lorrie Laurin <input type="checkbox"/>	Steve Schulstrom <input type="checkbox"/>	Keith Depre <input type="checkbox"/>	<input type="checkbox"/>	
VOTE TO APPROVE			YES <input checked="" type="checkbox"/> Kauppila <input checked="" type="checkbox"/> Belden <input checked="" type="checkbox"/> Abrahamson <input checked="" type="checkbox"/> Lauren <input checked="" type="checkbox"/> Schulstrom <input checked="" type="checkbox"/> Depre <input type="checkbox"/>	NO <input type="checkbox"/> Kauppila <input type="checkbox"/> Belden <input type="checkbox"/> Abrahamson <input type="checkbox"/> Laurin <input type="checkbox"/> Schulstrom <input type="checkbox"/> Depre <input type="checkbox"/>				

CHRIS BERG, ZONING AND ENVIRONMENTAL SERVICES ADMINISTRATOR



DATE 2/4/2026

DRAFT
 FINAL

Chris Berg

From: Kyle Holmes
Sent: Tuesday, February 3, 2026 11:34 AM
To: Sheila Butterfield; fowlhunter8@hotmail.com
Cc: Chris Berg
Subject: Re: Robert Warders prperties

Sheila,

Mr. Sahr is correct that the cost per acre of a 2.5 acre lot would be higher than that of a 100+ acre lot, but there are also other things that come into play, such as total contiguous holdings, wetlands, frontage, etc., etc.

While I cannot say that values won't change overall, as we know land values are continuing to climb everywhere in the current market.....what I can say is that Mr. Warders re-zoning will not affect how we look at, and value and classify, the surrounding neighbors. Mr. Sahr's property is currently look at, valued, and classified as a 100+ acre parcel and not its developable potential. This wouldn't change based upon whatever may happen with the Warder's property. Warder's property would likely change, but no one else would be directly affected by it.

I hope that helps.

Kyle W. Holmes, S.A.M.A
Carlton County, County Assessor
P.O. BOX 440
Carlton, MN 55718
218-384-9148
kyle.holmes@carltoncountymn.gov

Please note my email address has changed.

NOTE: This email and any attachments are intended for the exclusive use of the individual or entity to whom it is addressed. The information contained in this email may be proprietary, confidential, privileged, and exempt from disclosure under applicable law. If the reader of this email is not the intended recipient or agent responsible for delivering the message to the intended recipient, the reader is hereby put on notice that any use, dissemination, distribution, or copying of this communication is strictly prohibited. Any proposed settlement of a property tax dispute is subject to approval by the County Attorney. All settlement amounts include reductions for all equalization claims and sales ratio study issues, if any. If the reader has received this communication in error, please immediately notify the sender by email and delete all copies of this email along with any attachments.

From: Sheila Butterfield <Sheila.Butterfield@carltoncountymn.gov>
Sent: Tuesday, February 3, 2026 10:17 AM
To: Donna House <Donna.House@carltoncountymn.gov>
Cc: Chris Berg <Chris.Berg@carltoncountymn.gov>
Subject: Sahr - 86-034-6550

Donna,

Randy Sahr called earlier about taxes on the rezoning of Robert Warder properties. See below request about his property – his PIN # 86-034-6550.

Sheila Butterfield

From: TOM EULL <teull@comcast.net>
Sent: Tuesday, February 3, 2026 12:38 PM
To: Sheila Butterfield
Subject: Rezoning Rez-2026-002

Follow Up Flag: Follow up
Flag Status: Flagged

Hi Sheila, recently I received notice of a request to rezone land that is adjacent to property I own.

I will not be able to attend the public hearing that is scheduled for 2/4/26, so I would like to submit my comments via this email.

I object to rezoning from A1 to A2.

I feel that 2.5 acre building lots are too small for this area and I am concerned that the potential increased population density will adversely impact the environment and quality of life in the area.

I also feel that the current infrastructure such as roads, fire support, police and emergency services are not adequate to handle the potential increase in population.

If possible I would like my comments to remain anonymous however if that is not possible I would rather they be considered.

If you have any questions, please email or call me at 612-246-5863

Sincerely,
Tom Eull
1631 County Road 146
Holyoke, MN 55749

Jason Walsh

From: Eric Saetre <eric.saetre@gmail.com>
Sent: Wednesday, February 4, 2026 11:04 AM
To: Jason Walsh
Subject: Opposing Rezoning Rez 2026-002

Good morning,

I will unable attend the rezoning meeting tonight, but I would like to voice my concern over this planned rezoning from A-1 to A-2.

The majority of the resident lots in this area are a minimum of 20 acres and those of us that live in the area do so for just that reason. Allowing all of these 2.5 acre lots would drastically change the area and had a negative impact on the area as a whole.

So I would officially ask the board to decline this rezoning

Thank you,
Eric Saetre
1694 County Road 146

Sheila Butterfield

From: Marcia Ward <wardmarcial@yahoo.com>
Sent: Wednesday, February 4, 2026 1:09 PM
To: Sheila Butterfield
Subject: Rezoning request meeting comment.

Thank you for hearing my concerns,as I live very close to the area under consideration,apparently not close enough to be notified.Rezoning a large area residential could result in multiple wells,which could greatly affect my well.I am wondering why this request is made,as I've heard much land is being sold to the Chinese and other outside the US groups.I am surprised that the procedure doesnt require a reason,or much else it seems?Can a nuclear reactor/and or waste place suddenly appear next door?I vote no to protect my well,and request to get on email notification list of Zoning Requests/Meetings please!Thank you!

Chris Berg

From: Lenz, Randy D <Randy.Lenz@fhr.com>
Sent: Tuesday, February 3, 2026 3:32 PM
To: Chris Berg
Cc: Jackie Lenz; Randy Lenz
Subject: Re: Rezoning

Mr. Berg,

I appreciate the return phone call and your offering to express my thoughts and concerns at the Public Hearing on Wednesday evening, 2/4/2026, as I am unable to attend in person.

I oppose, and strongly encourage denial of, the proposal to rezone the land described in the notice "REZONING REZ-2026-002" from A-1 Agriculture/Forest Management District to A-2 Agriculture/Rural Residential Zoning District for the following reasons:

- Agricultural/Forest zoning is not a holding category or placeholder—it is an intentional land-use designation designed to preserve productive soils, viable farm and forestry operations, and the critical mass of land needed for them to function. Numerous studies document that once forested land is fragmented by low-density residential development, agricultural/forestry viability declines irreversibly.
- Agricultural and forest lands provide natural stormwater infiltration, groundwater recharge, and pollutant filtration. Low-density residential development introduces impervious surfaces and numerous septic systems that significantly increase risks to surface and groundwater quality, particularly in rural watersheds.
- Forests sequester carbon, mitigate heat, and provide wildlife habitat. Conversion to dispersed residential development diminishes these ecosystem services and potentially increases long-term climate adaptation costs.
- Agriculture/Forest zoning maintains open landscapes, scenic views, and the cultural heritage that residents in the surrounding area consistently cite as reasons for living in rural communities. Once subdivided, these qualities are effectively irreversible.
- Maintaining Agriculture/Forest zoning supports eligibility for forest protection, conservation easements, forestry programs, and watershed funding that are often lost once land is rezoned for residential use.
- Agriculture/Forest zoning establishes clear expectations about noise, odors, dust, timber harvest, and farm practices. Rural residential zoning introduces incompatible uses that commonly result in complaints, litigation, and pressure to restrict lawful agricultural/forestry operations. These conflicts are not hypothetical; they are well documented and are one of the primary reasons agricultural/forest zoning exists in the first place.
- Low-density rural residential development consistently costs more in public services than it returns in property tax revenue. Roads, emergency response, school transportation, and utilities must be extended and maintained over large areas to serve relatively few households. By contrast, agricultural and forest lands typically generate more revenue than they consume in public services.
- Agriculture/Forest Management zoning preserves contiguous blocks of forestland that are necessary for economically viable forestry, and related supply chains. Fragmentation from rural residential subdivision undermines forest diversity and overall health and accelerates permanent land conversion.
- As I understood from our conversation, tax assessments do not take zoning classification into account when determining land value. Land in this area sold as rural residential (w/ lot sizes as small as 2.5

acres) will drive property values up for larger block forested land placing further pressure on affordability of owning forested land.

- Lastly, Minnesota law is clear that **rezoning is not an entitlement**. A landowner is not owed a rezoning simply because the land could be developed differently or more profitably. The courts distinguish rezoning from quasi-judicial approvals like variances or conditional use permits. Rezoning is a policy decision.

For these reasons, I respectfully urge you to deny the rezoning request and reaffirm the preservation of the county's forest lands.

Randy Lenz
Carlton County Land Owner

From: Chris Berg <Chris.Berg@carltoncountymn.gov>
Sent: Friday, January 30, 2026 11:13 AM
To: Lenz, Randy D <randy.lenz@fhr.com>
Subject: Rezoning

Sent by an external sender

Mr. Lenz,
Thank you for the call. Please let me know of any questions or concerns you or your neighbors have regarding the proposed rezoning of property along County Road 153. Feel free to share my contact information. Please send your comments before 4pm on Wednesday February 4th.
Thank you!

Chris Berg
Zoning & Environmental Services Administrator
Carlton County
PO Box 220
301 Walnut Avenue – Room 103
Carlton, MN 55718
Office: 218-384-9174
Cell: 218-499-1466



Chris Berg

From: mikenancyhuddleston@gmail.com
Sent: Tuesday, February 3, 2026 6:43 PM
To: Chris Berg
Subject: REZONING REZ-2026-002

Mr. Berg,

We own land on CR 155 in Carlton County, just down the road from Randy Lenz. Randy has shared with us the information on REZONING REZ-2026-002, and his subsequent conversations with you. We are unable to attend the upcoming Public Hearing this Wednesday, Feb. 4, as we are currently in Florida visiting family.

Therefore, we'd like to also ask that our concerns about the rezoning request be included in your presentation at the public hearing so that our collective concerns can be included in the public record.

Our thoughts mirror Mr. Lenz's, and since he shared his email to you, we are including all of his points, which are outlined below:

We oppose, and strongly encourage denial of the proposal to rezone the land described in the notice "REZONING REZ-2026-002" from A-1 Agriculture/Forest Management District to A-2 Agriculture/Rural Residential Zoning District for the following reasons:

- Agricultural/Forest zoning is not a holding category or placeholder—it is an intentional landuse designation designed to preserve productive soils, viable farm and forestry operations, and the critical mass of land needed for them to function. Numerous studies document that once forested land is fragmented by low-density residential development, agricultural/forestry viability declines irreversibly.
- Agricultural and forest lands provide natural stormwater infiltration, groundwater recharge, and pollutant filtration. Lowdensity residential development introduces impervious surfaces and numerous septic systems that significantly increase risks to surface and groundwater quality, particularly in rural watersheds.
- Forests sequester carbon, mitigate heat, and provide wildlife habitat. Conversion to dispersed residential development diminishes these ecosystem services and potentially increases longterm climate adaptation costs.
- Agriculture/Forest zoning maintains open landscapes, scenic views, and the cultural heritage that residents in the surrounding area consistently cite as reasons for living in rural communities. Once subdivided, these qualities are effectively irreversible.
- Maintaining Agriculture/Forest zoning supports eligibility for forest protection, conservation easements, forestry programs, and watershed funding that are often lost once land is rezoned for residential use.
- Agriculture/Forest zoning establishes clear expectations about noise, odors, dust, timber harvest, and farm practices. Rural residential zoning introduces incompatible uses that commonly result in complaints, litigation, and pressure to restrict lawful agricultural/forestry operations. These conflicts are not hypothetical; they are well documented and are one of the primary reasons agricultural/forest zoning exists in the first place.
- Lowdensity rural residential development consistently costs more in public services than it returns in property tax revenue. Roads, emergency response, school transportation, and utilities must be extended and

maintained over large areas to serve relatively few households. By contrast, agricultural and forest lands typically generate more revenue than they consume in public services.

- Agriculture/Forest Management zoning preserves contiguous blocks of forestland that are necessary for economically viable forestry, and related supply chains. Fragmentation from rural residential subdivision undermines forest diversity and overall health and accelerates permanent land conversion.
- As we understand from your conversations with Mr. Lenz, tax assessments do not take zoning classification into account when determining land value. Land in this area sold as rural residential (w/ lot sizes as small as 2.5 acres) will drive property values up for larger block forested land placing further pressure on affordability of owning forested land.
- Lastly, Minnesota law is clear that **rezoning is not an entitlement**. A landowner is not owed a rezoning simply because the land could be developed differently or more profitably. The courts distinguish rezoning from quasijudicial approvals like variances or conditional use permits. Rezoning is a policy decision.

For these reasons, we respectfully urge Carlton County to deny the rezoning request and reaffirm the preservation of the county's forest lands.

Mike and Nancy Huddleston

4451 CR 155

Holyoke, MN

Carlton County Land Owner

**+CARLTON COUNTY FINDINGS OF FACT
CRITERIA SUPPORTING/DENYING A CONDITIONAL OR INTERIM USE PERMIT**

Name of Applicant: John and Caroline Minkinen

Date: February 4, 2026

Conditional/Interim Use Permit Number: CUP-2026-001

Tax Parcel Number: 51-056-4750

IS THE USE REQUESTED TEMPORARY?

Yes. The applicant has requested that the use is considered temporary.

IS THE USE OWNER SPECIFIC?

Yes. The applicant has requested that the use is owner specific.

ARE NEW STRUCTURES PROPOSED WITH THIS USE?

No. The applicant will use the existing building.

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: The request should be processed as an Interim Use Permit.

FINDINGS OF FACT:

1. IS THE CONDITIONAL OR INTERIM USE SPECIFICALLY LISTED IN THE ZONING DISTRICT IN WHICH THE PROPERTY LIES? No. The use is not specifically listed in the zoning district in which the property lies.

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.

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. The use is specifically listed as a permitted use if conducted as a home-based business.
- 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. The use does not create a greater potential for impacts than other uses listed. Other permitted uses include agricultural activities, home-based businesses, animal feedlots, schools, and hospitals.
- C.) IS THE PROPOSED USE COMPATIBLE WITH ADJACENT LAND USES? WHY OR WHY NOT? Yes. The use is not incompatible with adjacent land uses. Adjacent land uses are residential, agricultural, or specifically allowed in the A-2 Zoning District.
- D.) THE PROPOSED USE IS CONSISTENT WITH THE CARLTON COUNTY COMPREHENSIVE PLAN OR THE INTENT OF THE ORDINANCE. WHY OR WHY NOT? Yes. The use is consistent with the Carlton County Comprehensive Plan and the intent of Zoning Ordinance #27. The Carlton County Comprehensive Plan states: "Economic development could begin to occur in the western part of the County. If economic development does occur in the western part of the County, increased residential development may follow in areas near the new employment centers. This will create demand for public facilities and infrastructure."

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. The use should not be injurious to the use and enjoyment of property or diminish property values. Area uses include residential and agriculture.
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 use should not impede normal and orderly development of the surrounding vacant property. The use should have minimal impact to the surrounding area as it is served by a County Road and no new structures are proposed.
4. ADEQUATE UTILITIES, ACCESS ROADS, DRAINAGE AND OTHER NECESSARY FACILITIES HAVE BEEN OR ARE BEING PROVIDED. Yes. The property is served by a County Road and has an existing septic system.
5. ADEQUATE OFF STREET PARKING IS OR WILL BE PROVIDED. Yes. Adequate off-street parking is proposed.
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. Offensive odor, fumes, dust and vibration should not be a nuisance. Dust control for gravel surfaces may be needed. Odor and vibration should not be any different than permitted agricultural uses.
7. ADEQUATE CONTROL OF LIGHTED SIGNS AND OTHER LIGHTS IS PROVIDED SO THAT A DISTURBANCE TO NEIGHBORING PROPERTIES WILL NOT RESULT. Yes. Lights and lighted signs will be required to follow ordinance requirements.

DECISION:

If ALL answers are YES by a majority of the Planning Commission, the criteria for granting of the (circle one) Conditional or Interim Use Permit have been met. The (circle one) Conditional or Interim Use Permit will maintain the goals of health, safety and general welfare of the public. Please confirm with the applicant that they accept their application will be processed as an (circle one) IUP or CUP. Please confirm with the applicant that the conditions are acceptable.

Granted: Operate an agriculture-related business, a veterinary clinic in the A-2 Agriculture/Rural Residential Zoning District.

Denied: NA

CONDITIONS:

1. The applicant must undertake the project according to the plans and specifications submitted to the County with the application or as modified by conditions. This application shall be processed as a Interim Use Permit.

2. The permit is invalid, or expires, if the holder has not substantially completed the business development within one year of the granting of the permit.
3. The permit will be periodically reviewed by the County to ensure 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 ensure the permit holder is in compliance with the conditions and all other applicable statutes, rules, and ordinance.
5. The applicant must comply with the provisions of the Minnesota Board of Veterinary Medicine, Minnesota Department of Labor and Industry, and other applicable federal, state and local agencies.
6. Any sign advertising the business shall conform to Article 5, Section 16 of Carlton County Zoning Ordinance #27. A zoning permit is required for an on-site sign.
7. Lighting shall be directed away from neighboring properties.
8. No street parking shall be allowed by customers or delivery vehicles.
9. No animals shall be boarded or kept overnight at the property.
10. The permit shall expire upon issuance of a Conditional Use Permit to the applicant for a permanent veterinary clinic, the transfer of property to another owner, ~~or five years from the date of issuance~~, whichever comes first.

Motion By Kaupila Seconded By Belden
 TO: APPROVE the above FINDINGS OF FACT
 Action on Motion: 6 AYE 0 NO ABSTAIN
 Motion: Carried Defeated

Motion By Abrahamson Seconded By Laurin
 TO: Approve the IUP
 Action on Motion: 6 AYE 0 NO ABSTAIN
 Motion: Carried Defeated

Date 2/4/26 Planning Commission Chairman

Planning Commission Chair: If changes are made to the decisional standards or conditions, please mark with ink and initial.

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

C-4
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From: Chris Berg, Zoning and Environmental Services Administrator
Title of Item for Consideration: Transfer Station Communication Plan
Presenter: Chris Berg, 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
 Approve Transfer Station Communication Plan Agreement (Task 1)

Fiscal Impact (check all that apply)

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

Staffing Impact

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission

If yes, what was their recommendation: The Finance Committee and Committee of the Whole approved this spending.

Summary

Following the completion of the Transfer Station Planning & Feasibility Study, the consultant, Burns & McDonnell has proposed to advance the planning process through engagement with key stakeholders. The Communication Plan will identify who to engage, the questions we need answered, the format for each touchpoint, and how we will document results so they can be translated into clear design and operational requirements. The budget is \$20,000.

Supporting Attachments

- Proposal for Carlton County Transfer Station – Next Steps

Motion By _____ Seconded By _____

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

Motion: Carried Defeated

January 30, 2026

Chris Berg
Zoning and Environmental Services Administrator
Carlton County Zoning and Environmental Services
PO Box 220
Carlton, MN 55718

RE: Carlton County Transfer Station – Next Steps

Dear Mr. Berg,

Burns & McDonnell Engineering Company, Inc. (Burns & McDonnell) is pleased to submit this proposal to support Carlton County (County) as it advances the next steps identified in the Transfer Station Planning and Feasibility Study and subsequent presentation to the County.

The County's current transfer station campus serves a vital role but faces recurring challenges on busy days, including traffic and queuing, safe unloading and trailer staging, and limited space for recycling and other diversion activities. The Planning and Feasibility Study also introduced two viable paths forward: Concept 1, rebuilding at the existing site with a more efficient circulation pattern, and Concept 2, relocating to a new site such as the Government Services Campus.

This proposal outlines a phased approach that starts with focused outreach. A detailed scope and budget for developing a communication plan have been developed for Task 1. Because what we learn in Task 1 will shape the approach for the subsequent tasks (operational and cost-based comparison of the options, a funding roadmap, and 30% design), Tasks 2 through 4 are also described below at a higher level with planning-level fee ranges.

Scope of Work

The following scope is organized as task-based phases so the County can proceed step-by-step and confirm direction before moving into the next phase.

Task 1: Communication Plan

We will develop an outreach plan that identifies who we will engage, the questions we need answered, the format for each touchpoint, and how we will document results so they can be translated into clear design and operational requirements. Table 1 summarizes the proposed stakeholder groups, purpose, format, and documentation approach for this task.



Table 1 - Proposed Communication Plan

STAKEHOLDER GROUP	PURPOSE	FORMAT	DELIVERABLE
Zoning and Environmental Services Staff	Confirm goals, constraints, and decision priorities	Kick-off meeting (one hour, in-person and virtual)	Confirm outreach plan, stakeholder list, engagement topics
County Departments (Economic Development, Land Department, Transportation Department)	Design and location issues such as water/sewer availability, extension feasibility, access	Coordination meeting (one hour, in-person)	Meeting notes, constraints list
Licensed haulers	Define commercial vehicle needs and operational changes that affect site selection and layout	Hauler workshop (one hour, in-person)	Meeting notes, constraints list
Self-haulers	Quantify customer experience, queuing, unloading, and diversion needs	QR code survey (one month duration)	Survey results summary and themes
MPCA	Confirm the permitting path and compliance requirements that affect site viability and design	Coordination meeting (one hour, in-person)	Permitting pathway summary, action items
Fond du Lac Band	Coordinate early considerations and engagement expectations	Coordination meeting (one hour, in-person)	Meeting notes, constraints list
City of Cloquet and Twin Lakes Township	Align on access, traffic interface concerns, local compatibility issues, and coordination steps relevant to site screening	Coordination meeting (one hour, in-person)	Meeting notes, constraints list
SKB Environmental Landfill	Confirm market interface assumptions that influence operational decisions (demo handling, hauling logistics, tipping economics)	Coordination meeting (one hour, in-person)	Meeting notes, constraints list

Task 1 Deliverables

- Outreach plan with stakeholder list, meeting sequence, and engagement topics.
- One licensed hauler workshop or up to six hauler interviews, with documented themes and constraints.
- Self-hauler QR code survey, open for approximately one month, with summary of key findings.
- Coordination meetings with MPCA and the Fond du Lac Band.
- Coordination meetings with the City of Cloquet and Twin Lakes Township.
- Coordination meeting with SKB Environmental Landfill.
- Task 1 summary memo describing information gathered and how it affects the two conceptual designs, layout, cost, schedule, and next-step scope.



→ The communication plan is expected to be completed in approximately 16 weeks.

Task 1 Budget

Task 1 will be completed for a fixed lump sum of \$20,000. Table 2 shows our planned allocation of effort to develop the outreach plan, complete engagement, and synthesize results into a clear summary that supports the next phases.

Table 2 - Task 1 Budget

TASK 1 COMPONENT	COST ESTIMATE
Project management, kick-off meeting and site visit	\$2,200
Outreach plan, stakeholder list, and meeting materials (agendas, notes, survey instrument)	\$3,000
County department coordination	\$2,500
Hauler engagement (workshop or interviews) and follow-up	\$2,600
Self-hauler QR survey administration and analysis	\$1,800
Agency and partner coordination (MPCA, Fond du Lac Band, and local partners)	\$4,500
Summary memo and debrief meeting with County	\$3,400
	\$20,000.00

Task 2: Compare Concepts and Recommendation

Building on Task 1, we will develop criteria to compare Concept 1 (rebuild at the existing site) and Concept 2 (relocate), to the extent both concepts remain viable based on what we learn through outreach and early regulatory and partner coordination. If Task 1 identifies a major constraint that effectively rules out a concept, we will document that finding and shift Task 2 to focus on evaluating and refining the remaining feasible path forward.

We will evaluate how each feasible concept would operate day-to-day and on peak days, including staffing, throughput, traffic flow and queuing, customer holding times, and how recycling and other diversion materials move through the site. We will also test key operational “what-ifs” that can materially affect layout, cost, and schedule (equipment approach, routing and separation strategies, and construction sequencing).

Key items we will address include:

- Operational opportunities for separating demolition and other problem materials, including tipping fee impacts, staffing needs, load-out efficiency, and trucking/transport cost implications.
- Using the 2025 Cost of Service Study, evaluate practical cost-saving opportunities and policy or operational changes that support them (for example: adding a load-out scale, separating demolition from mixed MSW, and reducing double-handling).
- Risk and benefit considerations tied to traffic interfaces, including Highway 210, internal



circulation, and peak-day queuing behavior.

- Operational considerations, including trailer and load-out movements, separation of customer types (self-haul versus commercial), visibility, conflict points, and pinch points during peak conditions.
- Planning-level schedule considerations and critical path risks (permitting, procurement lead times, seasonal construction constraints, and maintaining service during transitions).
- Planning-level cost comparisons using consistent assumptions, including order-of-magnitude capital costs, major cost drivers, and the operating cost implications of each concept.

Concept 1 specific: Phasing and staging plan to keep the facility open during construction.

- For Concept 1, we will develop a practical phasing and staging plan that shows how construction could occur while the facility remains open. This includes identifying what needs to be built first, what areas would be taken offline (and when), temporary traffic patterns and customer routing, temporary staging and load-out locations, and any short-term operational adjustments needed to maintain safe service.
- We will develop a planning-level cost comparison of phased construction approaches (including a 5-year sequencing scenario) and identify potential operational risks and tradeoffs associated with each phasing approach.

Concept 2 specific: Feasibility of the Government Services property.

- We will take a deeper dive into the Government Services property, including confirming usable boundaries, identifying constraints, and evaluating feasible access and internal circulation concepts.
- As part of screening, we will coordinate with relevant parties on key interface items such as logging truck staging needs, roadway access considerations, and the availability and extension feasibility of water and sewer to support long-term growth.

Concept 2 specific: Alternative property

- We will identify and screen other potential sites in addition to the Government Services property. We will start with clear must-haves and deal-breakers, then narrow down candidates based on access, utilities, space, buffering, land use compatibility, and expansion potential. Input gathered in Task 1 (including conversations with the City of Cloquet and Twin Lakes Township) will frame the screening criteria and sensitivity considerations.

Task 2 Deliverable

- A board-ready memo that recommends a preferred concept, summarizes the evaluation criteria and findings, documents key assumptions, and presents planning-level cost and schedule comparisons. The memo will also include a summary of key considerations, tradeoffs, and next steps.

Task 2 Budget

- Planning-level fee range: \$60,000 to \$90,000 (to be refined after Task 1).

Task 3: Map out funding

After the concept is selected, we will work with the County to identify potential funding sources and timing. We will build a grant and funding calendar tied to project milestones and draft a funding plan that matches the County's phasing approach.

Task 3 Deliverable

- A funding roadmap and draft narrative for board and grant use.

Task 3 Budget



- Planning-level fee range: \$10,000 to \$15,000 (refined after Task 1).

Task 4: Develop 30% design

We will turn the selected concept into early design plans that are detailed enough for budgeting, permitting conversations, and grant applications. This phase typically includes site layout and grading concepts, traffic circulation, stormwater concepts, building concepts, equipment placement, and an operations plan that matches the drawings. We will also support agency coordination and refine the recommended construction budget estimate and schedule.

Task 4 Deliverable

- 30% construction plans, narratives describing key elements of the design, site geotechnical investigation, site topographical survey, an updated opinion of probable cost, and an updated project schedule suitable for agency and grant discussions.

Task 4 Budget

- Planning-level fee range: \$175,000 to \$275,000 (refined after Task 1 and based on selected option).

Assumptions and Conditions

These assumptions apply only to Task 1. Subsequent tasks will be scoped and refined based on what we learn during Task 1.

- We will rely on information and data provided by the County, the operator, stakeholders, and third-party sources to support Task 1 outreach and documentation, without independent verification.
- Task 1 deliverables will reflect professional judgment based on our experience, stakeholder input, and available information. Task 1 is intended to identify design drivers, operational constraints, siting considerations, and decision criteria. It is not intended to produce detailed engineering, permitting determinations, or final cost and schedule conclusions.
- Task 1 assumes up to seven in-person meetings as detailed in Table 1.
- Task 1 assumes reasonable access and good faith participation from identified stakeholder groups. If key participants are not available within the Task 1 window, we will document the gap and adjust the outreach approach in coordination with the County.
- The Task 1 schedule assumes County review comments are provided within two weeks of submittal. One round of comments is assumed for Task 1 deliverables.
- Services outside Task 1, its assumptions, and the associated fee will be discussed with the County and authorized before any additional work begins.

Terms and Conditions

The Terms and Conditions for Professional Services Agreement have been incorporated and made part of this proposal. If you are agreeable to the scope of services, fee, and schedule presented in this proposal, please sign on the Terms and Conditions page, returning one copy for our file.

Conclusion

We welcome the opportunity to support Carlton County as you select a path forward for the Transfer Station. If you have any questions, please contact me at (218) 390-0607, hkrauel@burnsmcd.com.



Sincerely,



Heather Krauel
Project Manager
(218) 390-0607
hkrauel@burnsmcd.com



Luke Rodig
Department Manager
(605) 610-1793
larodig@burnsmcd.com

Attachments: Terms and Conditions for Professional Services Agreement
Schedule of Hourly Professional Services Billing Rates





TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

Table with 2 columns: Project/Client information and Date/Signature information.

1. SCOPE OF SERVICES

For the above-referenced Project, Burns & McDonnell Engineering Company, Inc. (BMcD) will perform the services set forth in the above-referenced Letter, Proposal, or Agreement in accordance with these Terms and Conditions.

2. PAYMENTS TO BMcD

A. Compensation will be as stated in the above-referenced Letter, Proposal, or Agreement. Statements will be in BMcD's standard format and are payable upon receipt.

B. Taxes as may be imposed on professional consulting services by state or local authorities shall be in addition to the payment stated in the above-referenced Letter, Proposal, or Agreement.

3. INSURANCE

A. During the course of performance of its services, BMcD will maintain Worker's Compensation insurance with limits as required by statute, Employer's Liability insurance with limits of \$1,000,000, Commercial General Liability with limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate, and Automobile Liability insurance with combined single limit of \$1,000,000 per accident.

B. If the Project involves on-site construction, construction contractors shall be required to provide (or Client may provide) Owner's Protective Liability Insurance naming Client as a Named insured and BMcD as an Additional Insured or to endorse Client and BMcD using ISO forms CG 20 10 0704 & CG 20 37 0704 endorsements or their equivalents as Additional Insureds on all construction contractor's liability insurance policies covering claims for personal injuries and property damage in at least the amounts required of BMcD in 3A above.

C. Client and BMcD release each other and waive all rights of subrogation against each other and their officers, directors, agents, or employees for damage covered by property insurance and self- insurance during and after the completion of BMcD's services.

4. INDEMNIFICATION

A. To the extent allowed by law, Client will require all construction contractors to indemnify, defend, and hold harmless Client and BMcD

from any and all loss where loss is caused or alleged to be caused in whole or in part by the construction contractors, their employees, agents, subcontractors or suppliers.

B. If this Project involves construction and BMcD does not provide consulting services during construction including, but not limited to, on-site monitoring, site visits, site observation, shop drawing review, and/or design clarifications, Client agrees to indemnify and hold harmless BMcD from any liability arising from this Project or Agreement, except to the extent caused by BMcD's negligence.

5. PROFESSIONAL RESPONSIBILITY--LIMITATION OF REMEDIES

A. BMcD will exercise reasonable skill, care, and diligence in the performance of its services and will carry out its responsibilities in accordance with customarily accepted professional practices. If BMcD fails to meet the foregoing standard, BMcD will perform at its own cost, the professional services necessary to correct errors and omissions reported to BMcD in writing within one year from the completion of BMcD's services for the Project.

B. In no event will BMcD be liable for any special, indirect, or consequential damages including, without limitation, damages or losses in the nature of increased Project costs, loss of revenue or profit, lost production, claims by customers of Client, and/or governmental fines or penalties.

C. BMcD's aggregate liability for all damages connected with its services for the Project not excluded by the preceding subparagraph, whether or not covered by BMcD's insurance, will not exceed \$100,000.

D. These mutually negotiated obligations and remedies stated in this Paragraph 5, Professional Responsibility -- Limitation of Remedies, are the sole and exclusive obligations of BMcD and remedies of Client, whether liability of BMcD is based on contract, warranty, strict liability, tort (including negligence), indemnity, or otherwise.

6. PERIOD OF SERVICE AND SCHEDULE

The provisions of this Agreement have been agreed to in anticipation of the orderly and continuous progress of the Project through completion of the services stated in the Proposal. BMcD's obligation to render services hereunder will extend for a period that may reasonably be required for the completion of said services.

7. COMPUTER PROGRAMS OR MODELS

Any use, development, modification, or integration by BMcD of computer models or programs does not constitute ownership or a license to Client to use or modify such computer models or programs.

8. ELECTRONIC MEDIA AND DATA TRANSMISSIONS

A. Any electronic media (computer disks, tapes, etc.) or data transmissions furnished (including Project Web Sites or CAD file transmissions) are for Client information and convenience only. Such media or transmissions are not to be considered part of BMcD's instruments of service.

B. BMcD shall not be liable for loss or damage directly or indirectly, arising out of Client's use of electronic media or data transmissions.

9. DOCUMENTS

A. All documents prepared by BMcD pursuant to this Agreement are instruments of service in respect of the Project specified herein. They are not intended or represented to be suitable for reuse by Client or others in extensions of the Project beyond that now contemplated or on any other Project. Any reuse, extension, or completion by Client or others without written verification, adaptation, and permission by BMcD for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to BMcD.

B. In the event that BMcD is to reuse, copy or adapt all or portions of reports, plans, or specifications prepared by others, Client represents that Client either possesses or will obtain permission and necessary rights in copyright, patents, or other proprietary rights and will be responsible for any infringement claims by others. Client warrants the completeness, accuracy, and efficacy of the information, data, and design provided by or through Client (including prepared for Client by others), for which BMcD shall rely on to perform and complete its services.

10. ESTIMATES, SCHEDULES, FORECASTS, AND PROJECTIONS

A. Estimates, schedules, forecasts, and projections prepared by BMcD relating to loads, interest rates and other financial analysis parameters, construction costs and schedules, operation and maintenance costs, equipment characteristics and performance, and operating results are opinions based on BMcD's experience, qualifications, and judgment as a professional. Since BMcD has no control over weather, cost and availability of labor, cost and availability of material and equipment, cost of fuel or other utilities, labor productivity, construction contractor's procedures and methods, unavoidable delays, construction contractor's methods of determining prices, economic conditions, government regulations and laws (including the interpretation thereof), competitive bidding or market conditions, and other factors affecting such estimates or projections, BMcD does not guarantee that actual rates, costs, quantities, performance, schedules, etc., will not vary significantly from estimates and projections prepared by BMcD.

11. POLLUTION

In view of the uncertainty involved in investigating and recommending solutions to environmental problems and the abnormal degree of risk of claims imposed upon BMcD in performing such services, notwithstanding the responsibility of BMcD set forth in Paragraph 5A to the maximum extent allowed by law, Client agrees to release, defend, indemnify and hold harmless BMcD and its officers, directors, employees, agents, consultants and subcontractors from all liability, claims, demands, damages, losses, and expenses including, but not limited to, claims of Client and other persons and organizations, reasonable fees and expenses of attorneys and consultants, and court costs, except where there has been a final adjudication that the damages were caused by BMcD's willful disregard of its obligations under this Agreement. Such indemnification includes claims arising out of, or in any way relating to, the actual, alleged, or threatened dispersal, escape, or release of, or failure to detect or contain, chemicals, wastes, liquids, gases, or any other material, irritant, contaminant, or pollutant.

Hazardous Substances: Any substances, chemicals, pollutants, explosive ordinances, or other materials, in whatever form or state, including, without limitation, product, waste, contaminant, smoke, vapors, soot, fumes, acids, alkalis, minerals, liquids, gases, or any other material, irritant, contaminant, or pollutant, that is known or suspected to adversely affect the health and safety of humans or of animal or plant organisms, or which are known or suspected to impair the environment in any way whatsoever including, without limitation, those substances defined, designated, or listed in the Clean Water Act (33 U.S.C. §1251 et seq.), Clean Air Act (42 U.S.C. §7401 et seq.), Emergency Planning & Community Right-to-Know Act (42 U.S.C. §11001 et seq.), Resource Conservation and Recovery Act ("RCRA") (42 U.S.C. §6901 et seq.), Toxic Substances Control Act (15 U.S.C. §2601 et seq.), Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") (42 U.S.C. §9601 et seq.), or as defined, designated, or listed under any other federal, state, or local law, regulation, or ordinance concerning hazardous substances, toxic or dangerous substances, chemicals, wastes, pollutants, contaminants, or explosive ordinances.

Client and BMcD acknowledge and understand that Client shall retain
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ownership of and title to any Hazardous Substances originating at, found on, brought to, removed from, or generated from the project site or operations on the premises. The parties agree that such Hazardous Substances, including substances designated as waste, were not caused by and are not the responsibility of BMcD; and that this Agreement, or any documents associated with this Agreement, do not attempt to nor do they actually transfer responsibility, liability, or ownership for Hazardous Substances to BMcD. Under no circumstances shall BMcD assume ownership of or legal liability for such Hazardous Substances under any law, rule, order, or regulation pertaining to Hazardous Substances, or assume the status of generator, transporter, storer, treater, or disposal facility, or arranger of transport, storage, or disposal, for Hazardous Substances. Client further acknowledges and agrees that the evaluation, management, and other decisions, conclusions, recommendations, or other actions involving Hazardous Substances that may be undertaken as part of BMcD's services, entail uncertainty and risk of injury or damage to property, including that to third-parties, which cannot be always avoided even with compliance of generally accepted Standard Industry Practice.

12. ON-SITE SERVICES

A. Project site visits by BMcD during investigation, observation, construction or equipment installation, or the furnishing of Project representatives shall not make BMcD responsible for construction means, methods, techniques, sequences, or procedures; for construction safety precautions or programs; or for any construction contractor(s) failure to perform its work in accordance with the contract documents.

B. Client shall disclose to BMcD the location and types of any known or suspected toxic, hazardous, or chemical materials or wastes existing on or near the premises upon which work is to be performed by BMcD's employees or subcontractors. If any hazardous wastes not identified by Client are discovered after a Project is undertaken, Client and BMcD agree that the scope of services, schedule, and compensation may be adjusted accordingly. Client agrees to release BMcD from all damages related to any pre-existing pollutant, contaminant, toxic, or hazardous substance at the site.

13. CHANGES

Client shall have the right to make changes within the general scope of BMcD's services, with an appropriate change in compensation and schedule, upon execution of a mutually acceptable amendment or change order signed by authorized representatives of Client and BMcD.

14. TERMINATION

Services may be terminated by Client or BMcD by seven (7) days' written notice in the event of substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If so terminated, Client shall pay BMcD all amounts due BMcD for all services properly rendered and expenses incurred to the date of receipt of notice of termination, plus reasonable costs incurred by BMcD in terminating the services. In addition, Client may terminate the services for Client's convenience upon payment of twenty percent of the yet unearned and unpaid estimated, lump sum, or not-to-exceed fee, as applicable.

15. DISPUTES, NEGOTIATIONS, MEDIATION

A. If a dispute arises relating to the performance of the services to be provided and, should that dispute result in litigation, it is agreed that the substantially prevailing party (as determined in equity by the court) shall be entitled to recover all reasonable costs of litigation, including staff time, court costs, attorney's fees and other related expenses.

B. The parties shall participate in good faith negotiations to resolve any and all disputes. Should negotiations fail, the parties agree to submit to and participate in a third party-facilitated mediation as a condition precedent to resolution by litigation. Unless otherwise agreed to, mediation shall be conducted under the rules of the American Arbitration Association and shall be held in Kansas City, Missouri.

C. The parties agree that any dispute between them, including any action against an officer, director or employee of a party, arising out of or related to this Agreement, whether in contract or tort, not resolved through direct negotiation and mediation, shall be resolved by litigation in the state or federal courts located in Jackson County, Missouri, and each party expressly consents to jurisdiction therein. Any litigation to compel or enforce, or otherwise affect the mediation shall be in state or federal courts located in Jackson County, Missouri, and each party expressly

consents to jurisdiction therein.

D. Causes of action between the parties shall accrue, and applicable statutes of limitation shall commence to run the date BMcD's services are substantially complete.

16. WITNESS FEES

A. BMcD's employees shall not be retained as expert witnesses, except by separate written agreement.

B. Client agrees to pay BMcD pursuant to BMcD's then current schedule of hourly labor billing rates for time spent by any employee of BMcD responding to any subpoena by any party in any dispute as an occurrence witness or to assemble and produce documents resulting from BMcD's services under this Agreement.

17. CONTROLLING LAW

This Agreement shall be subject to, interpreted and enforced according to the laws of the State of Missouri without regard to any conflicts of law provisions.

18. RIGHTS AND BENEFITS – NO ASSIGNMENT

BMcD's services will be performed solely for the benefit of Client and not for the benefit of any other persons or entities. Neither Client nor BMcD shall assign or transfer interest in this Agreement without the written consent of the other.

19. ENTIRE CONTRACT

These Terms and Conditions and the above-referenced Letter, Proposal, or Agreement contain the entire agreement between BMcD and Client relative to BMcD's services for the Project herein. All previous or contemporaneous agreements, representations, promises, and conditions relating to BMcD's services for the Project are superseded. Since terms contained in purchase orders do not generally apply to professional services, in the event Client issues to BMcD a purchase order, no preprinted terms thereon shall become part of this Agreement. Said purchase order documents, whether or not signed by BMcD, shall be considered only as an internal document of Client to facilitate administrative requirements of Client's operations.

20. SEVERABILITY

Any unenforceable provision herein shall be amended to the extent necessary to make it enforceable; if not possible, it shall be deleted and all other provisions shall remain in full force and affect.

21. REPORTING

A. BMcD will provide Client with a written report ("Report") if required as part of the scope of services. The Report will present such findings and conclusions respecting the Site as BMcD may reasonably make with the information gathered in accordance with this Agreement. The Report shall be based only upon BMcD's observations made in the performance of the scope of services agreed upon in writing.

B. In preparing the Report, BMcD may review and interpret certain information provided by subconsultants and others, including government authorities, title companies, testing laboratories and other entities. BMcD will not independently evaluate the accuracy or completeness of such information, and shall not be responsible for any errors or omissions contained in such information.

C. BMcD's Report is intended for the exclusive use of Client. There may be no further distribution of the Report, in whole or in part, or summaries or abstracts thereof, without the written consent of an officer of the BMcD. Any reuse, transmittal, or use of without written verification, approval, or adaptation by BMcD for the specific purpose intended is prohibited and will be at Client's sole risk and without liability or legal exposure to BMcD or to BMcD's subcontractors, and Client shall waive, release, and otherwise defend, indemnify, and hold harmless BMcD and BMcD's subcontractors from and against all claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting therefrom, to the fullest extent permissible by law. Any such verification or adaptation will entitle BMcD to further compensation at rates to be agreed upon by Client and BMcD.

22. SITE INFORMATION

In addition to providing the information relating to the site listed in the Proposal, Client shall provide the following:

A. The location of utilities, underground tanks, and other structures and the routing thereof at the site;

B. A description of activities conducted at the site at any time by the Client or by any other person or entity; and

C. Identification, by name, quantity, location, and date, of any storage, release or handling of any substance Client either knows or suspects is hazardous.

23. CONTROL OF SITE

By providing services under this Agreement, BMcD does not assume control of or responsibility for the site or become the person in charge of the site or undertake responsibility for reporting to any federal, state or local public agency respecting conditions at the site that may present a potential danger to public health, safety or the environment. Further, nothing contained within this Agreement or the services to be rendered thereunder shall be construed or interpreted as requiring BMcD to assume the status of a generator, storer, transporter, treater, operator or disposal facility as those terms may appear within federal, state or local laws, statutes, ordinances, or regulations concerning the generation, transportation, treatment, storage and disposal of waste. Client assumes full responsibility for compliance with all federal, state or local laws, statutes, ordinances and regulations governing the handling, treatment, storage and disposal of such waste.

24. SITE ACCESS

Client shall obtain for BMcD access to the site and all buildings thereon at reasonable times throughout performance of this Agreement. BMcD will take reasonable precautions to minimize damage to the site from use of equipment, but unavoidable damage or alteration may occur. Client agrees to assume responsibility for such unavoidable damage or alteration.

25. CERTIFICATION

Certification by BMcD of test results or reports constitute a statement of the professional judgment of BMcD based on the facts and data known to BMcD. Certification or other "assurances" are not guarantees or warranties concerning current or future considerations or performance of the facilities surveyed, or that Client or others will be entitled to any innocent landowner or purchaser defenses which may be available under applicable environmental laws including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.

26. LABOR SOURCES

BMcD may engage temporary staffing agencies or obtain assistance from its affiliates and subsidiaries including, without limitation, Burns & McDonnell Canada Ltd., Burns & McDonnell Global, Inc., Burns & McDonnell Europe (UK) Limited, and Burns & McDonnell India Pvt. Ltd. ("Labor Sources") to fulfill BMcD's performance obligations under this Agreement. The parties agree that contracts, purchase orders, or similar agreements between BMcD and any Labor Sources are not subcontracts as that term is used in this Agreement, and personnel from such Labor Sources shall not be considered a subcontractor and shall be billed according to the applicable rate sheet for the scope of work as if such personnel is a direct hire employee. Personnel from Labor Sources shall be considered agents of BMcD and able to act on behalf of BMcD within the scope of the authority granted to such personnel according to job function and billing classification. BMcD remains fully responsible for the work and services performed by all Labor Sources.

- END -

Schedule of Hourly Professional Service Billing Rates

<u>Position Classification</u>	<u>Classification Level</u>	<u>Hourly Billing Rate</u>
General Office *	5	\$78.00
Technician *	6	\$99.00
Assistant *	7	\$117.00
	8	\$161.00
	9	\$184.00
Staff *	10	\$210.00
	11	\$227.00
Senior	12	\$261.00
	13	\$285.00
Associate	14	\$292.00
	15	\$294.00
	16	\$296.00
	17	\$301.00

NOTES:

1. Position classifications listed above refer to the firm's internal classification system for employee compensation. For example, "Associate", "Senior", etc., refer to such positions as "Associate Engineer", "Senior Architect", etc.
2. For any nonexempt personnel in positions marked with an asterisk (*), overtime will be billed at 1.5 times the hourly labor billing rates shown.
3. For outside expenses incurred by Burns & McDonnell, such as authorized travel and subsistence, and for services rendered by others such as subcontractors, the client shall pay the cost to Burns & McDonnell plus 10%.
4. A charge will be applied at a rate of \$9.95 per labor hour for technology usage, software, hardware, printing & reprographics, shipping and telecommunications. Specialty items are not included in the technology charge.
5. Monthly invoices will be submitted for payment covering services and expenses during the preceding month. Invoices are due upon receipt. A late payment charge of 1.5% per month will be added to all amounts not paid within 30 days of the invoice date.
6. The services of contract/agency and/or any personnel of a Burns & McDonnell parent, subsidiary, affiliate, related, or associated entity shall be billed to Owner according to the rate sheet as if such personnel is a direct employee of Burns & McDonnell.
7. The rates shown above are effective for services through December 31, 2026, and are subject to revision thereafter. The composition or build-up of the rates shown above are not subject to audit, inspection, or review.

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

F-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: _____
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Jason Wilmes

Title of Item for Consideration: Gracie Training Morton, IL Cross Beaulieu

Type of Action Requested (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & Now, THEREFORE , BE IT RESOLVED)
- _____

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation

Summary

Approval for CO Cross Beaulieu to attend the Gracie Survival Tactics Law Enforcement Instructor Certification Course in Morton, IL from March 9th, 2026 to March 13th. Gracie is not currently offering training in the state of MN.

Cost 1,250 for 40 hours of training.

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

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

H-1
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: 02/10/2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: Contract for Guardianship/Commitment/Child Support Contempt Attorney

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
If yes, committee name & recommendation:

Summary

No changes from previous contract. The Court has appointed Adrienne Pearson for Guardianship, Commitments, and Child Support Contempt proceedings. \$130.00/hour per Court Order. The Agreement for Professional Services is attached. We kindly request the Board to approve Ms. Pearson's Guardianship/Commitment/Child Support Contempt Contract.

Supporting Attachments

-

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into between the County of Carlton, a body corporate and politic existing under the Laws of the State of Minnesota, hereinafter referred to as "County," and ADRIENNE PEARSON, Attorney at Law, 4916 Grand Avenue, PO Box 16873, Duluth, MN, 55816, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, the Contractor has been appointed by the Carlton County District Court to represent proposed wards and conservatees in guardianship and conservatorship proceedings;

WHEREAS, the Contractor has been appointed by the Carlton County District Court to represent parents in paternity proceedings and child support contempt;

WHEREAS, the parties are desirous of entering into a contract whereby the Contractor would be an hourly rate of \$130.00, as set by the Chief Judge of the Sixth Judicial District;

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

1. TERM OF SERVICE

The Contractor agrees to perform services, described herein during the period commencing February 1, 2026, and terminating January 31, 2027. This agreement may be renewed upon agreement of the County and Contractor provided that Contractor has satisfactorily performed the services herein described. The payment for services may be adjusted upon the agreement of the County and Contractor.

2. SERVICES TO BE PROVIDED

Contractor shall provide representation of Child Support obligors facing contempt, conservatees and wards in guardianship and conservatorship proceedings and parties in paternity actions. Contractor shall perform all services that an attorney would be expected to perform if privately retained, excluding appeals.

3. PERSONNEL

It is understood and agreed that Contractor will provide the services purchased hereunder unless otherwise approved by the Court. Contractor is responsible for all clerical or other support services and all related expenses required to carry out the services to be provided except as provided herein.

4. RESPONSIBILITIES OF THE COUNTY

The only responsibility of the County is for payment pursuant to the terms of this Contract. Neither the County, nor any County officials or employees, are responsible for supervision of

Contractor and accept no liability for acts or omissions of Contractor, nor is the County, or any County Officials or employees, the client of Contractor.

5. COMPENSATION

The County will pay Contractor an hourly rate of \$130.00.

The Contractor shall be responsible for her own transportation and meal costs and will not be reimbursed for the time spent commuting to and from the Carlton County Judicial Center. The only additional allowable expenses are for subpoenas, service of subpoenas, witness fees and expert witness fees. (Expert witness fees must be pre-approved by the Court).

6. PAYMENT

The Contractor shall submit an invoice monthly upon completion of services detailing the services performed and the hours worked under this contract by the last day of the month via email to TreasurersOffice@carltoncountymn.gov.

The County agrees to pay invoices by the 15th day of each month for service rendered for the prior month.

7. RECORDS AUDITING AND RETENTION

Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription, and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, Subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Contractor agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

8. INDEPENDENT CONTRACTOR

It is specifically understood that Contractor and its employees and consultants are and shall remain independent contractors with respect to any and all work performed under this Agreement. Nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, or joint ventures or associates between Contractor's associates or staff and employees of the County, for any purpose or in any manner whatsoever. Contractor acknowledges and agrees that Contractor and its employees are not entitled to receive any of the benefits received by County employees and is not eligible for workers' compensation or unemployment benefits under the County. Contractor also acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor

and that it is Contractor's sole obligation to employ with the applicable provisions of all Federal and State tax laws. The Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein.

1. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor assign this Agreement without the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all subcontractors. If Contractor has any concerns regarding acceptance of an appointment on any case, Contractor shall consult with the appointing Judge.

2. NON-DISCLOSURE OF INFORMATION OR DATA

Pursuant to Minnesota Statutes chapter 13 (Minnesota Government Practices Act, the Contractor agrees to maintain and protect data on individuals received, or to which the Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by the Contractor under this Contract may be released to the public by the Contractor or its employees or representatives. It is further understood that the Contractor shall not, unless otherwise authorized by the County, disclose any information to the media or other third parties relating to the specific details of any documents discussions, or meetings which may arise during the performance of services under this Contract. All requests for data or information from third parties shall be directed to the County for response. The Contractor is hereby notified that the requirements of Minn. Stat. §13.05, subd. 11 may apply to this Contract. The Contractor shall administer and protect any and all government data according to the provisions of the Minnesota Government Data Practices Act, codified at Minnesota.

3. COMPLIANCE WITH NONDISCRIMINATION LAWS

Contractor agrees to comply with all federal, state, and local laws, ordinances, rules and regulations pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

4. INDEMNIFICATION

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the County and its officers, employees, and agents from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from performance of the work/services under this Contract, provided that such claim, damage, loss or expense is attributable to bodily injury,

sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Contract. The Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth herein, it shall at all times during the term of this Contract keep in force policies of insurances indicated in paragraph entitled "INSURANCE". This provision is not intended to create any cause of action in favor of any third party against the Contractor or the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

13. INSURANCE

The Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of the Contractor, its agent and employees in the amount of not less than \$500,000 per claim and \$500,000 annual aggregate.

That the Contractor shall carry Workers' Compensation if required by statute. (Contractor currently has no employees and is not required to carry Workers' Compensation).

14. MODIFICATIONS/ADDENDA

Any alterations, variations, modifications, or waivers of the provisions of this Agreement shall only be valid when they have been reduced to writing and signed by the authorized representatives of the County and Contractor. This Agreement shall supersede all other oral and written agreements prior to execution of this document.

15. TERMINATION

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Contractor's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.
- B. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- C. Contractor shall be paid for actual work done to the date of the termination.

- D. Either party may terminate this Agreement by giving the other party 60-days written notice of cancellation.

16. NOTICES/COMMUNICATIONS

All notices and demands pursuant to this Agreement shall be directed in writing to:

Contractor	County
Adrienne Pearson	Carlton County Auditor
Attorney at Law	Carlton County Courthouse
4916 Grand Avenue	300 Walnut Ave.
PO Box 16873	Carlton, MN
55718 Duluth, MN 55816	

17. OTHER CONDITIONS

- A. **Compliance with Laws/Standards**
Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this contract or the facilities, programs and staff for which Contractor is responsible.
- B. **Licenses**
Contractor shall procure, at its own expense, all licenses, permits, or other rights required by the provision of services contemplated by the contract. Contractor shall inform the County of Any changes in the above within five (5) days of occurrence.
- C. **Minnesota Law to Govern**
This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.

18. DEBARMENT

By entering into this Contract, the Contractor certifies that the firm, association, corporation, or any person in a controlling capacity is not currently under suspension, debarment, voluntary exclusion or determination of ineligibility by any government agency; does not have a proposed debarment pending; and has not been indicted, convicted, or has a civil judgment rendered against any person, firm, association, or corporation by a court of competent jurisdiction on any manner involving fraud, or official misconduct within the past three years.

19. WAIVER

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

20. SEVERABILITY

The provisions of this Contract shall be deemed severable. If any part of this Contract is rendered void, invalid, or unenforceable, such rendering shall not affect the validity and enforceability of the

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

H-2
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Kevin DeVriendt

Title of Item for Consideration: Transfer parcel to City of Carlton

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED")

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
If yes, committee name & recommendation:

Summary

Final parcel transfer resolution to City of Carlton for Stormwater project. Parcel15-050-0743

Supporting Attachments

- Resolution Language

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

CITY OF CARLTON STORMWATER MANAGEMENT PROJECT

WHEREAS, Carlton County owns real property located at xxx 3rd Street, Carlton, Minnesota 55718, referred to herein as the "Property", and legally described as follows:

The West 236.00 feet of the North 100.00 feet of Outlot 3 of the recorded plat of "BRADLEY'S ADDITION TO N.P. JUNCTION" on file and of record in the office of the Carlton County Recorder, Carlton County, Minnesota.

AND ALSO

That part of Outlot 3 of the recorded plat of "BRADLEY'S ADDITION TO N.P. JUNCTION" on file and of record in the office of the Carlton County Recorder, Carlton County, Minnesota, described as follows:

Beginning at the intersection of the north line of said Outlot 3 and the east line of the West 236.00 feet of said Outlot 3; thence easterly, along last described north line, a distance of 50.00 feet; thence southerly, parallel with the west line of said Outlot 3, a distance of 20.00 feet; thence westerly, parallel with said north line of said Outlot 3, a distance of 10.00 feet; thence southwesterly to a point on said east line of the West 236.00 feet of said Outlot 3 distant 60.00 feet south of said point of beginning; thence northerly, along last described east line, a distance of 60.00 feet to said point of beginning.

Parcel ID No.: 15-050-0743

WHEREAS, the Property is lowland swamp which the City of Carlton desires to use for development as a drainage pond for a public drainage project;

WHEREAS, the County wishes to assist the City of Carlton in the development of the City's drainage project; and

WHEREAS, Minn. Stat. §§ 465.035 and 471.64, allows a county to convey its lands for a nominal consideration or without consideration to any other governmental subdivision for public use when authorized by its governing body, and without regard for statutory provisions.

NOW THEREFORE, and in consideration of all of the above, the Carlton County Board of Commissioners approves the transfer of the Property "AS IS" in its present physical condition to the City of Carlton, for a nominal consideration of \$1.00, for use in the development of the city's public drainage project, pursuant to Minn. Stat. §§ 465.035 and 471.64, and authorizes the County Auditor and the Board Chair to execute all documents necessary to complete the said transfer.

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

11-3
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Dennis Genereau, Jr.

Title of Item for Consideration: Consider Entering into a Contract for Professional Services with Ehlers

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE, BE IT RESOLVED")

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission

If yes, committee name & recommendation:

This was reviewed and approved by the COW.

Summary

This is a request for the Board to authorize a professional services contract with Ehlers for finance operations analysis and support for the Auditor/Treasurer's Office in the areas of staffing, modernization of processes, updated financial policies, and internal control and financial reporting improvements. As of this IFC, we are in the process of generating a proposed contract, which will be provided to the Board via email or hand-delivery in advance of this February 10 meeting.

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

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

H-4
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Dennis Genereau, Jr.

Title of Item for Consideration: Consider Assignment of a Commissioner(s) to a Countywide Strategic Planning Team
Type of Action Requested (check ONE)

- Info only, no action requested at this time
- Award contract or bid
- Approve by board action (motion and second only-i.e. refill position)
- Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED)
-

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
- If yes, committee name & recommendation:

Summary

This is a request for the Board to assign one or two commissioners to a countywide strategic planning team comprised of Commissioners and staff that will vet professional proposals to provide the County with strategic planning services, provide a recommendation to the County Board for a possible contract for strategic planning services, and as needed, provide direction and oversight for a county-wide strategic planning process.

Supporting Attachments

- _____
- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated

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

H-5
Agenda Item #

To: Chairperson, Carlton County Board of Commissioners Meeting Date: February 10, 2026
Via: Kevin DeVriendt, County Auditor/Treasurer
From/Presenter: Dennis Genereau, Jr.

Title of Item for Consideration: Request for Board Affirmation of Limits to County Committees' Authority

Type of Action Requested (check ONE)

- Info only, no action requested at this time
 Award contract or bid
 Approve by board action (motion and second only-i.e. refill position)
 Approve by board resolution (formal language "WHEREAS & NOW, THEREFORE , BE IT RESOLVED")

Fiscal Impact (check all that apply)

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

Staffing Impact (check all that apply)

- Yes No NA 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

Other

- Yes No NA Reviewed by other Committee, Board or Commission
If yes, committee name & recommendation:

Summary

The request is for the Board to affirm by resolution that various county committees serve at the pleasure of the Board and have no express or implied delegation of power of the County Board and are not capable of exercising decision making powers on behalf of the Board, and that at no time is there to be a quorum of the Board present at any of these committees. These committees include, but are not limited to: Finance, Building, Safety, Personnel, Tech/IT, Wellness, and the Management Team. It is requested that the Board direct the committee chairs of each of these committees to add this affirmation to their bylaws.

Supporting Attachments

- _____

Motion By _____ Seconded By _____

TO: _____

Action on Motion: _____ AYE _____ NO _____ ABSTAIN

Motion: Carried Defeated