

**Carlton County
Board of Commissioners
REGULAR SESSION - Rough Draft
Tuesday, May 9, 2023
8:30 a.m.**

The Carlton County Board of Commissioners met this 9th day of May, 2023, in Regular Session at the Carlton County Transportation Building.

Chairperson Brenner called the meeting to order at 8:30 a.m. Members present: Bodie, Brenner, Peterson, and Proulx. Absent: Zmyslony (COVID-Attended remote but votes not recorded)

The meeting opened with the Pledge of Allegiance to the Flag.

Motion by Proulx, seconded by Bodie, and carried by all yea votes to approve the Agenda as amended.

Motion by Peterson, seconded by Proulx, and carried by all yea votes to approve the Minutes of the April 24, 2023, Adjourned Board meeting.

Employee Service Awards were presented as follows:

30 years	Richard Brenner	Commissioner
30 years	Bridget Schrier	Public Health & Human Services
20 years	Daniel Danielson	Sheriff's Department
20 years	Michelle Eggen	Motor Vehicle Registration
20 years	Ruth Rowenhorst	Public Health & Human Services
10 years	Wendy Danielson	Public Health & Human Services
10 years	Amanda Hietala	Public Health & Human Services
10 years	Brenda Nyberg	Public Health & Human Services
10 years	Gary Peterson	Commissioner
10 years	Ritchie Sandberg	Transportation Department
10 years	Michael Schmidt	Public Health & Human Services
10 years	Jordan Wagner	Transportation Department

Visitor Melanie Bomier, Carlton County SWCD Water Resource Manager, presented information on the Comprehensive Local Water Management Plan (CLWMP), St Louis River cooperative agreement of the comprehensive management plan and first biennium budget, and the Upper Mississippi-Grand Rapids One Watershed, One Plan (1W1P) Memorandum of Agreement (MOA).

Motion by Peterson, seconded by Bodie, and carried by all yea votes to approve an extension of the existing Carlton County Comprehensive Local Water Management Plan (CLWMP) to December 31, 2026.

Motion by Peterson, seconded by Bodie, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-046):

This MEMORANDUM OF AGREEMENT FOR IMPLEMENTATION OF THE ST. LOUIS COMPREHENSIVE WATERSHED MANAGEMENT PLAN (the "agreement") is made and entered into between the County of Carlton, by and through the County Board of Commissioners, the County of Lake, by and through the County Board of Commissioners, the County of St. Louis, by and through the County Board of Commissioners, the Carlton Soil and Water Conservation District, by and through the Soil and Water Conservation Board of Supervisors, the South St. Louis County Soil and Water Conservation District, by and through the Soil and Water Conservation District Board of Supervisors, the North St. Louis County Soil and Water Conservation District, by and through the Soil and Water Conservation District Board of Supervisors, the Lake County Soil and Water Conservation District, by and through the Soil and Water Conservation District Board of Supervisors, and the Fond du Lac Band of Lake Superior Chippewa, collectively referred to as "the parties", and each individual referred to as Party".

WHEREAS, the Counties which are Parties to this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) which are Parties to this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provide by law; and

WHEREAS, the Fond du Lac Band of Lake Superior Chippewa is a federally recognized Indian tribe with both inherent authority and delegated federal authority to carry out environmental programs and land use controls, and with statutory authority, pursuant to Minnesota Statutes Section 471.59, to enter into joint powers agreements with other state governmental units; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, amend as appropriate and/or needed, and assure implementation of a comprehensive watershed management plan for the St. Louis River Watershed to conserve soil and water resources through: the implementation of practices, programs and regulatory controls that effectively control or prevent erosion sedimentation, siltation and related pollution in order to preserve natural resources; ensure continued soil productivity; protect water quality; reduce damage caused by floods; preserve wildlife; protect the tax base; and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorizes pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage systems authorities; and

WHEREAS, pursuant to Minn. Stat. Section 10BB.101 Subd. 14, the Board of Waters and Soil Resources (BWSR) “may adopt resolutions, policies, or orders that allow a comprehensive plan, local water management plan, or watershed management plan, developed or amended, approved or adopted, according to chapter 103B, 103C, or 103D to serve as substitutes for one another or be replaced with a comprehensive watershed management plan,” a policy also known as “One Watershed, One Plan (1W1P)”; and

WHEREAS, the Parties previously entered into a Memorandum of Agreement for the purpose of developing the comprehensive watershed management plan for the St. Louis River Watershed, and the Parties have now formed this Agreement for the specific goal of implementing the Comprehensive Watershed Management Plan for the St. Louis River Watershed (the Plan).

NOW, THEREFORE, the parties hereto agree as follows:

1. Purpose: The Parties to this Agreement recognize the importance of partnerships to implement protection and restoration efforts for the St. Louis River Watershed and to share service to perform and manage those resources more effectively. Parties signing this agreement will be collectively referred as the St. Louis River Comprehensive Watershed Management Plan Partnership (SLRCWMPP).

The parties working together for the purpose of planning the St. Louis Comprehensive Watershed Management Plan, under the 2020 Memorandum of Agreement of the parties, now establish through this Agreement, the process for the continued planning and the implementation of the Plan as they continue to recognize the importance of planning and implementing protection and restoration effort for the St. Louis River Watershed on a cooperative and collaborative basis together under this Agreement pursuant of the authority contained in Minnesota Statutes §471.59.

This Agreement does not establish a joint powers entity but sets the terms and provisions by which the parties “may jointly or cooperatively exercise any power common to the contracting parties or any similar powers, including those which are the same except for the territorial limits within which they may be exercised.” Minnesota Statutes § 471.59. This Agreement does not include a financial obligation, but rather an ability to share resources when desired.

Term: This Agreement is effective upon signature of all parties in consideration of the BWSR Participation Requirements for One Watershed, One Plan, notwithstanding the dates of the signatures of the parties; the term of this Agreement shall be from May 1, 2023 until terminated.

Adding Additional Parties: A qualifying party within the St. Louis River Comprehensive Watershed Management Plan boundary that is responsible for water planning and resources management according to Minnesota Statutes Chapters 103B, 103C, and 103D desiring to become an added member of this Agreement shall indicate its intent by adoption of a governing board resolution, notification of SLRCWMPP of their intent and signature to the Agreement. The party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.

2. Procedure for Parties to Leave Membership of the Agreement: A party desiring to leave the membership of this Agreement shall indicate its intent in writing to the SLRCWMPP in the form of an official board resolution. Notice must be made 90 days in advance of leaving SLRCWMPP. A party that leaves the membership of the Agreement remains obligated to complying with the terms of any grants and agreements the St. Louis River Comprehensive Watershed Management Plan Partnership has at the time of the party's notice to leave membership and is obligated until the grant has ended.

3. General Provisions:

- a. Compliance with Laws/Standards: The parties agree to abide by all Federal, State or local laws; statutes, ordinances, rules and regulations now in effect of hereafter adopted pertaining to this Agreement or to the facilities, programs and staff for which the Agreement is responsible.
- b. Indemnification: Each party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of the other party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statutes Chapter 466 and other applicable laws govern liability of the parties. To the full extent permitted by law, actions by the parties, their respective officers, employees and agents, pursuant to this Agreement, are intended to be and shall be construed as a "cooperative activity" and it is the intent of each party that this Agreement does not create any liability or exposure of one Party for the acts or omissions of the other party pursuant to Minnesota Statutes Section 471.59, Subd. 1a. (a). If a party is found responsible for any liability associated with the actions of the St. Louis Comprehensive Watershed Management Plan Partnership, said party agrees to indemnify and hold harmless any of the other non-liable parties of the St. Louis River Comprehensive Watershed Management Plan Partnership for any defense costs and expenses associate with any such claim. Pursuant to Minn. Stat. § 471.59, subd. 1a. (b) the parties explicitly memorialize the intent of the group to have a single tort cap apply to the group's activities. And Minn. Stat. § 471.59, subd. 1a. (b) provides that in determining total liability for damages, the participating governmental units are considered a single governmental unit and the total liability for the participating governmental units shall not exceed the limits on governmental liability for a single governmental unit as specified in section 3.736 or 466.04, subdivision 1.
- c. Employee Status: The parties agree that the respective employees or agents of each party shall remain the employees or agents of each individual respective party.
- d. Data Practices and Records Retention: the parties agree that each respective party will be responsible for complying with Minnesota Government Data Practices Act (Minnesota Statutes, Chapter 13) and the Official Records Act (Minnesota Statutes § 15.17) for the data collected, created, received, maintained, disseminated or stored by each respective party pursuant to the terms if this agreement.
- e. Termination: The parties anticipate that this Agreement will remain in full force and effect through the term of the grant agreements with BWSR, unless otherwise terminated in accordance with law or other provisions of this Agreement. The parties

acknowledge their respective and applicable obligations, if any, under Minn. Stat. Section 471.59, Subd. 5 after the purpose of the Agreement has been completed.

4. Structure: To carry out the coordinated planning, development, and implementation of the St. Louis River Comprehensive Watershed Management Plan, the parties agree to continue the structure established under the St. Louis River Watershed Planning Memorandum of Agreement, which includes the Policy Committee, Advisory Committee and the Steering Team.
 - a. The Policy Committee. The parties agree that the Policy Committee established under the Memorandum of Agreement for the purpose of developing the St. Louis River Comprehensive Watershed Management Plan shall continue to operate cooperatively and collaboratively, but not as a separate entity, for the purpose of continued planning of, review of, advising on, and coordinating of the implementation of the St. Louis River Watershed Management Plan. Membership on the Policy Committee shall remain as each party's designated representative. That individual who serves as their respective party's designated representative must be an elected or appointed member of that party's governing board. The governing boards may choose alternates to serve on the Policy Committee from their boards as needed. The Policy Committee intends to meet quarterly, or as needed.
 - i. Authority of Policy Committee Members: Each representative shall have one vote. The Policy Committee makes recommendations to the fiscal agent and to their individual boards of the SLRCWMPP with respect to grant agreements and amendments, work plan, budgets, and activities. The Policy Committee will follow the bylaws adopted by the Policy Committee and will have the power to modify the bylaws. The Policy Committee can approve budget changes up to 25% of the total budget without formal action for their individual boards. Budget changes below that threshold are at the discretion of the individual parties, if changes conform with any agreement with the Fiscal Agent and BWSR policies.
 - ii. Individual Members Duties: Each Policy Committee member will serve as a liaison to their respective governing boards and keep their governing boards regularly informed on the work of the St. Louis River Comprehensive Watershed Management Plan and shall act only as directed by their respective boards.
 - b. The Advisory Committee. The parties agree that the Advisory Committee shall continue to provide technical support on the plan implementation to the Policy Committee. The Advisory Committee will meet as needed.
 - c. The Steering Team. The Steering Team shall consist of local staff (water planners, SWCDs, County staff) for the purposes of logistical and day-to-day decision-making in the implementation process. The Steering Team will meet twice a year or as needed.
5. Fiscal Agent: The South St. Louis Soil and Water Conservation District will act as the fiscal agent for the purposes of this Agreement. In the event the South St Louis Soil and Water Conservation District is unable to fulfill its obligations as Fiscal Agent, the Policy Committee will choose another member of the SLRCWMPP to complete the role. The Fiscal Agent agrees to:

- a. Accept all responsibilities associated with grant agreements applied for and received for the implementation of the St. Louis River Comprehensive Watershed Management Plan Partnership.
- b. Perform financial transactions as part of contract administration.
- c. Pursuant to Minnesota Statutes § 471.59, Subd. 3, provide for strict accountability of all funds and report of all receipts and disbursements and annually provide a full and complete audit report.
- d. Provide the Policy Committee with financial reports including such records as necessary to describe the financial condition of the grant agreements.
- e. Handle all day-to-day administrative responsibilities associated with the ongoing planning and implementation of the St. Louis River Comprehensive Watershed Management Plan, including coordination of committee meetings.
- f. Be the day-to-day contact for any grant agreements the St. Louis River Comprehensive Watershed Management Plan Partnership may receive.
- g. Be responsible for BWSR and other grant reporting requirements.
- h. Assist the Policy Committee with the administrative details to oversee future planning and implementation of the watershed-based plan.
- i. Maintain information of a St. Louis River Comprehensive Watershed Management Plan information website and perform other duties to keep the Policy Committee, the Advisory Committee, and the Steering Team informed.
- j. Time and expenses shall be reimbursed quarterly upon submittal of detailed time tracking and expense reports.
- k. Ensure agreements are in place with any entity performing work of any kind in the implementation of the plan to avoid liability from the acts or omissions of other parties.

6. Multiple Counterparts: The parties may sign multiple counterparts of this Agreement.

Category	Budget Amount	Example Activities
Cost-share & Projects	\$614,835.00	Paying for BMPS, Forestry Practices, Culverts, Shoreland Practices
Technical Assistance - Design & Landowner Work	\$375,700.00	Engineering, Plan Writing, Landowners Contracts
Technical Assistance - Project Development & Coordination	\$278,900.00	Inventory, Program preparation, grant applications, mailings, landowner contacts
Education & Outreach	\$116,100.00	Education programs, mailings, workshops.
Administration	\$90,000.00	Committee coordination, Elink and financial reporting, project reporting

Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement.

St. Louis River Watershed Based Implementation Budget

Total **\$1,475,535.00**

Motion by Peterson, seconded by Bodie, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-047):

This Agreement (Agreement or MOA) is made and entered into by and among: The Counties of Aitkin, Carlton, Cass, and Itasca by and through their respective County Board of Commissioners, and The Aitkin, Carlton, Cass, and Itasca, Soil and Water Conservation Districts, by and through their respective Soil and Water Conservation District Board of Supervisors, Townships of Salo (McGregor) and Logan in Aitkin County (Palisade) and the Non-Removable Mille Lacs Band of Ojibwe, a federally recognized American Indian Tribal government, by and through its Department of Natural Resources, are collectively referred to as the “Parties” and individually each is a “Party.”

WHEREAS, the Counties of this Agreement are political subdivisions of the State of Minnesota, with authority to carry out environmental programs and land use controls, pursuant to Minnesota Statutes Chapter 375 and as otherwise provided by law; and

WHEREAS, the Soil and Water Conservation Districts (SWCDs) of this Agreement are political subdivisions of the State of Minnesota, with statutory authority to carry out erosion control and other soil and water conservation programs, pursuant to Minnesota Statutes Chapter 103C and as otherwise provided by law; and

WHEREAS, the Non-Removable Mille Lacs Band of Ojibwe (“MLBO”) is a local governmental unit of the State of Minnesota pursuant to Minnesota Statute §471.59, subdivision 1. (a) & (b) and as that definition is incorporated into Minnesota Statute §103B; and the MLBO Department of Natural Resources has the authority to manage its natural resources pursuant to Mille Lacs Band Statute Title 11; and portions of the MLBO Reservation is situated within the Mississippi River-Grand Rapids Watershed area and there are contiguous MLBO lands affected by Watershed flow as depicted on Attachment A; and

WHEREAS, MLBO strives to work cooperatively and collaboratively with other governmental agencies with which it shares an interest in maintaining, managing and protecting natural resources and desires to join in this Agreement with the other Parties. For this purpose and within this Agreement MLBO is also identified or referred to as a “Party” or “Parties,” “County” or “SWCD”; and

WHEREAS, the parties to this Agreement have a common interest and statutory authority to prepare, adopt, and assure implementation of a comprehensive watershed management plan in the Mississippi River-Grand Rapids Watershed to conserve soil and water resources through the implementation of practices, programs, and regulatory controls that effectively control or prevent erosion, sedimentation, siltation and related pollution in order to protect natural resources, ensure continued soil productivity, protect water quality, reduce damages caused by floods, preserve wildlife, protect the tax base, and protect public lands and waters; and

WHEREAS, with matters that relate to coordination of water management authorities pursuant to Minnesota Statutes Chapters 103B, 103C, and 103D with public drainage systems pursuant to Minnesota Statutes Chapter 103E, this Agreement does not change the rights or obligations of the public drainage system authorities:

WHEREAS, this Agreement and the developed Mississippi River-Grand Rapids Watershed Management Plan does not replace or supplant local land use, planning/zoning authority of the respective Parties and the Parties intend that this Agreement shall not be construed in that manner; and

WHEREAS, the Parties have formed this Agreement for the specific goal of developing a plan pursuant to Minnesota Statutes § 103B.801, Comprehensive Watershed Management Planning, also known as *One Watershed, One Plan*.

NOW, THEREFORE, the Parties hereto agree as follows:

1. Purpose: The Parties to this Agreement recognize the importance of partnerships to plan and implement protection and restoration efforts for the Mississippi River-Grand Rapids Watershed depicted on Attachment A. The purpose of this Agreement is to collectively develop and adopt, as local government units, a coordinated watershed management plan for implementation per the provisions of the Plan. Parties signing this Agreement will be collectively referred to as "Mississippi River-Grand Rapids Watershed Collaboration."
2. Recitals: All recitals set forth above are hereby incorporated into this Agreement.
3. Term: This Agreement is effective upon signature of all Parties in consideration of the Board of Water and Soil Resources (BWSR) Operating Procedures for One Watershed, One Plan; and will remain in effect until adoption of the plan by all Parties unless canceled according to the provisions of this Agreement or earlier terminated by law.
4. Adding Additional Parties: A qualifying Party desiring to become a member of this Agreement shall indicate its intent by adoption of a board resolution prior to a date that is six months from the BWSR One Watershed, One Plan Planning Grant Agreement execution. The Party agrees to abide by the terms and conditions of the Agreement; including but not limited to the bylaws, policies and procedures adopted by the Policy Committee.
5. Withdrawal of Parties: A Party desiring to leave the membership of this Agreement shall indicate its intent in writing to the Policy Committee in the form of an official board resolution. Notice must be made at least 30 days in advance of leaving the Agreement.
6. General Provisions:

- a. Compliance with Laws/Standards: The Parties agree to abide by all federal, state, and local laws; statutes, ordinances, rules and regulations now in effect or hereafter adopted pertaining to this Agreement or to the facilities, programs, and staff for which the Agreement is responsible.
- b. Indemnification: Each Party to this Agreement shall be liable for the acts of its officers, employees or agents and the results thereof to the extent authorized or limited by law and shall not be responsible for the acts of any other Party, its officers, employees or agents. The provisions of the Municipal Tort Claims Act, Minnesota Statute Chapter 466 and other applicable laws govern liability of the Parties. To the full extent permitted by law, actions by the Parties, their respective officers, employees, and agents pursuant to this Agreement are intended to be and shall be construed as a “cooperative activity.” It is the intent of the Parties that they shall be deemed a “single governmental unit” for the purpose of liability, as set forth in Minnesota Statutes § 471.59, subd. 1a(a). For purposes of Minnesota Statutes § 471.59, subd. 1a(a) it is the intent of each Party that this Agreement does not create any liability or exposure of one Party for the acts or omissions of any other Party.

The Parties acknowledge that MLBO is not subject to the protections or provisions of Minnesota Statutes referenced within this subsection a. above but rather MLBO employees may be protected from personal liability under the Federal Torts Claims Act (28 U.S.C. Part VI, Chapter 171 and 28 U.S.C. Section 1346) and indemnification provisions under MLBO statutes.

- c. Records Retention and Data Practices: The Parties agree that records created pursuant to the terms of this Agreement will be retained in a manner that meets their respective entity’s records retention schedules that have been reviewed and approved by the State in accordance with Minnesota Statutes § 138.17. The Parties further agree that records prepared or maintained in furtherance of the Agreement shall be subject to the Minnesota Government Data Practices Act. At the time this Agreement expires, all records will be turned over to Todd County for continued retention.
- d. Timeliness: The Parties agree to perform obligations under this Agreement in a timely manner and keep each other informed about any delays that may occur.
- e. Extension: The Parties may extend the termination date of this Agreement upon Agreement by all Parties.
- f. Amendment of Memorandum of Agreement: This MOA may be amended by recommendation of the Steering Committee and approval of the amendment(s) by the Policy Committee with final Approval by the Aitkin,

Carlton, Cass, and Itasca, County Boards of Commissioners, Townships of Salo (McGregor) and Logan in Aitkin County (Palisade), MLBO Department of Natural Resources Commissioner, and Aitkin, Carlton, Cass, and Itasca, Soil and Water Conservation District Supervisors.

7. Administration:

- a. Establishment of Committees for Development of the Plan. The Parties agree to designate one representative, who must be an elected or appointed member of the governing board to a Policy Committee for development of the watershed-based plan and may appoint one or more technical representatives to a Technical Advisory Committee for development of the plan in consideration of the BWSR Operating Procedures for One Watershed, One Plan.
 - i. The Policy Committee will meet as needed to decide on the content of the plan, serve as a liaison to their respective boards, and act on behalf of their Board. Each representative shall have one vote.
 - ii. Each governing board may choose one alternate to serve on the Policy Committee as needed in the absence of the designated member.
 - iii. The Policy Committee will establish bylaws within 90 days of the execution of the Memorandum of Agreement to describe the functions and operations of the committee(s).
 - iv. The Steering Committee will be comprised of staff from local agencies formally participating in 1W1P by signing the MOA and BWSR staff acting as advisors. The Steering Committee will provide the logistical organization of the planning process and associated meetings. They may make recommendations to the Technical Advisory Committee and to the Policy Committee.
 - v. The Technical Advisory Committee will meet monthly or as needed to assist and provide technical support and make recommendations to the Policy Committee on the development and content of the plan.
- b. Submittal of the Plan. The Policy Committee will recommend the plan to the Parties of this Agreement. The Policy Committee will be responsible for initiating a formal review process for the watershed-based plan conforming to Minnesota Statutes Chapters 103B and 103D, including public hearings. Upon completion of local review and comment, and approval of the plan for submittal by each Party, the Policy Committee will submit the watershed-based plan jointly to BWSR for review and approval.

- c. Adoption of the Plan. The Parties agree to adopt and begin implementation of the plan within 120 days of receiving notice of state approval, and provide notice of plan adoption pursuant to Minnesota Statutes Chapters 103B and 103D.
8. Fiscal Agent: Itasca SWCD will act as the fiscal agent for the purposes of this Agreement and agrees to:
 - a. Accept all responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan.
 - b. Perform financial transactions as part of grant agreement and contract implementation.
 - c. Annually provide a full and complete audit report.
 - d. Provide the Policy Committee with the records necessary to describe the financial condition of the BWSR grant agreement.
 - e. Retain fiscal records consistent with the agent's records retention schedule until termination of the Agreement (at that time, records will be turned over to the Board of Water Soil Resources.
9. Grant Administration: Itasca SWCD will act as the grant administrator for the purposes of this Agreement and agrees to provide the following services:
 - a. Accept all day-to-day responsibilities associated with the implementation of the BWSR grant agreement for developing a watershed-based plan, including being the primary BWSR contact for the *One Watershed, One Plan* Grant Agreement and being responsible for BWSR reporting requirements associated with the grant agreement.
 - b. Provide the Policy Committee with the records necessary to describe the planning condition of the BWSR grant agreement.
10. The following parties agree to provide the following services:
 - a. Grant Administration/Fiscal Agent: Itasca SWCD
 - b. Policy and Advisory Committee Coordination: Itasca SWCD
 - c. Outreach Coordinator: Aitkin SWCD
 - d. Public Notice Requirements: Itasca SWCD

In the event of a vacancy of the above listed roles, the Party responsible for the role will determine if there is adequate capacity within the organization to fulfil the listed role. If it is determined by the partner agency they no longer have capacity and would like to relinquish their duties they must inform the Steering Committee. The Steering Committee

will then reassign the service to another Party with the capacity to fulfil the grant agreement.

11. Multiple Counterparts: The Parties may sign multiple counterparts of this Agreement. Each signed counterpart shall be deemed an original, but all of them together represent the same Agreement.

Motion by Peterson, seconded by Bodie, and carried by all yea votes to approve refilling a Social Services Team Leader position and restructure this team leader, one social worker, and one nurse into three specialists. No increase of FTE will occur and there will be offsetting revenue increases.

Motion by Proulx, seconded by Peterson, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-036):

WHEREAS, addressing the complex mental health needs of children, youth, and families today is fundamental to the future of Carlton County; and

WHEREAS, the need for comprehensive, coordinated mental health services for children, youth, young adults, and their families places upon our community a critical responsibility; and

WHEREAS, it is appropriate that a day should be set apart each year to recommit to the growing needs of children's mental health and well-being; and

WHEREAS, Carlton County through its unique approach to serving children, youth, and young adults with mental health or substance use disorders, is effectively caring for the mental health needs of children, youth, young adults, and their families in our community; and

NOW, THEREFORE, BE IT RESOLVED the Carlton County Board of Commissioners does hereby proclaim May 11th, 2023, to be Children's Mental Health Awareness Day in Carlton County and urges our citizens and all agencies and organizations interested in meeting every child's mental health needs to acknowledge the fundamental necessity of year-round services for children, youth, young adults and their families with mental health or substance use disorders.

Motion by Bodie, seconded by Peterson, and carried by all yea votes to approve Public Health and Human services to purchase an electronic document management system.

Motion by Bodie, seconded by Peterson, and carried by all yea votes to set a County Timber Auction for 10:00 a.m., June 5, 2023, at the Carlton County Transportation Building, and to further approve the list of timber tracts to be sold at said Timber Auction. A listing of the tracts is on file in the Land Department Offices.

Motion by Bodie, seconded by Peterson, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-038):

BE IT RESOLVED to approve the adoption of Amendments to Carlton County Ordinance No. 27, related to cemeteries, cervid farms, and kennels. The ordinance, in its entirety, is on file and open for inspection in the Auditor/Treasurer Office. A synopsis of Ordinance No. 27 amendments is as follows:

ARTICLE 1. TITLE, AUTHORITY, PURPOSE, AND SCOPE

Section 2. Authority and Jurisdiction

ARTICLE 2. RULES AND DEFINITIONS

Section 2. Definitions

- 27. Cemetery
- 28. Cervid
- 29. Cervid Farm
- 93. Kennel, commercial
- 94. Kennel, residential
- 166. Structure

27-191. Numbering Changes only

ARTICLE 3. ADMINISTRATION AND ENFORCEMENT

Section 1. Zoning Permit and Certificates

Subd.A.

Section 2. Zoning Administrator

Subd.C.3

ARTICLE 4. ZONING MAP AND CLASSIFICATION OF DISTRICTS

Section 5. Zoning District Use Provisions

- Subd.A.2.b.
- Subd.A.2.l.
- Subd.A.3.j.
- Subd.A.3.k.
- Subd.B.3.m.
- Subd.B.3.n.
- Subd.B.6.a.
- Subd.C.2.m.
- Subd.C.3.b-e.
- Subd.C.6.a.
- Subd.C.6.b.
- Subd.D.6.a.
- Subd.D.6.b.
- Subd.E.6.a.
- Subd.E.6.b.
- Subd.F.6.a.
- Subd.F.6.b.
- Subd.H.9.e.2.d.

ARTICLE 5. GENERAL AND PERFORMANCE STANDARDS

Section 11. Parking and Loading Requirements

Subd.H.2.T.
 Section 12. Performance Standards for Conditional or Interim Uses
 Subd.C.10.a-e.
 Subd.C.11.a-i.
 Subd.D.12.a.
 Subd.D.13.a.
 Subd.E.2.a-b.
 Subd.E.3-6 numbering changes

ARTICLE 6. EFFECTIVE DATE

The complete ordinance can be found at www.co.carlton.mn.us.

Motion by Proulx, seconded by Peterson, and carried by all yeas to approve acceptance of a grant for Replacing Failing Septic Systems to Protect Groundwater in the amount of \$100,000 from the Minnesota Pollution Control Agency.

Motion by Peterson, seconded by Bodie, and carried by all yeas, except for Zmyslony who was absent, to adopt the following resolution (23-039):

BE IT RESOLVED to approve the Transportation Maintenance Agreements with Blackhoof, Kalevala, Skelton, and Wrenshall Townships as on file at the Transportation Department.

Motion by Bodie, seconded by Peterson, and carried by all yeas, except for Zmyslony who was absent, to adopt the following resolution (23-040):

WHEREAS, Carlton County has reviewed the pertinent data on bridges requiring replacement, rehabilitation, or removal, supplied by local citizenry and local units of government; and

WHEREAS, Carlton County has identified those bridges that are high priority and that require replacement, rehabilitation, or removal within the next ten years.

NOW, THEREFORE, BE IT RESOLVED that the following bridges are high priority and Carlton County intends to replace, rehabilitate or remove these bridges as soon as possible when funds are available,

Old Bridge Number	Road Number or Name	Total Project Cost	TWP or State Bridge Funds	Federal Funds	Local or State Aid Funds	Proposed Construction Year
09504*	CSAH 1	400,000	SBB	Federal	150,000	2025-2030
09505*	CSAH 61	650,000	SBB	Federal	250,000	2025-2030
97816	CR 127	300,000	SBB	Federal	105,000	2025-2030
L8973	CR 135	300,000	SBB	Federal	170,000	2025-2030

N/A	CR 135 (Trib. Of Silver Creek)	1,000,000	SBB	Federal	500,000	2025-2030
L1189	CSAH 4	1,000,000	SBB	Federal	500,000	2025-2030
09518	CSAH 6	10,000,000	SBB	Federal	2,000,000	2025-2030
L1198	CSAH 8	1,000,000	SBB	Federal	500,000	2025-2030
96279	T-421 Perch Lake Township	500,000	TB	Federal	20,000	2025-2030
3077	CSAH 61	750,000	SBB	Federal	325,000	2028-2032
3039	CSAH 61	750,000	SBB	Federal	325,000	2028-2032
N/A	UT-103 Clear Creek	800,000	TB	Federal	10,000	2025-2030
N/A	UT-103 Clear Creek	800,000	TB	Federal	10,000	2025-2030
L6369	UT-264 Corona	500,000	TB	Federal	10,000	2028-2032
L6370	UT-1103 Corona	500,000	TB	Federal	10,000	2028-2032
N/A (Mission Creek)	CSAH 61 @ Helberg Rd in Esko	800,000	SBB	Federal	400,000	2025-2030
L1207	CR 157	1,000,000	SBB	Federal	500,000	2025-2030
09508	CR 138	1,500,000	SBB	Federal	750,000	2025-2030
09501	CSAH 12	2,000,000	SBB	Federal	1,000,000	2028-2032

* major deck rehab

FURTHERMORE, Carlton County does hereby request authorization to replace, rehabilitate, or remove such bridges; and

FURTHERMORE, Carlton County does hereby request financial assistance with eligible approach grading and engineering costs on township bridges, as provided by law.

Motion by Proulx, seconded by Bodie, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-041):

BE IT RESOLVED to approve the Quit Claim Deed to Independent School District 94 for approximately .258 acres as recorded at the Carlton County Record's Office Document #A000142573 and Document # A000142580.

Motion by Proulx, seconded by Peterson, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-042):

BE IT RESOLVED to approve the 2023-2027 Five year Transportation Program.

Project Name	Department	Project #	Priority	Project Cost
2023				
New Barnum Maintenance Facility	Buildings	Barnum Shop	2	600,000
CR 113 Grade/drain (Brookston Rd) CR 114-NCL	Construction	009-113-002	2	1,135,500

CR 114 Grade (Lund Rd) CSAH 9-CR 113	Construction	009-114-007	2	300,000
CR 121 FDR/Bit (Kalli Rd) TH 210-south	Construction	009-121-005	3	283,709
CR 128 FDR/Bit (Tamarack Lake Rd) TH 210-S	Construction	009-128-005	2	346,130
Kingsley Road Bituminous Surfacing	Construction	009-592-002	2	293,812
Lakeview Bridge 1038	Construction	009-599-030	2	572,756
CSAH 4 Culvert 09J44- Clear Creek	Construction	009-604-042	2	719,396
Bridge 09503 (Barnum) and Approaches	Construction	009-606-037	2	1,460,496
CSAH 13 Cub Lake Control Culvert	Construction	009-613-012	2	450,652
CSAH 20 Mill/Overlay CSAH 23 to WCL	Construction	009-620-010	2	1,001,339
CSAH 21 Bit Surface (Swede Lake Rd) TH 210-south	Construction	009-621-004	2	576,271
CSAH 23 Mill/Overlay (Center) TH210 -CR 126	Construction	009-623-009	2	1,084,789
Total for 2023				8,824,850
2024				
New Barnum Maintenance Facility	Buildings	<i>Barnum Shop</i>	2	600,000
Bridge 09538 - Elim Creek	Construction	009-606-038	2	2,782,648
CSAH 6 Culvert - Hunters Creek	Construction	009-606-039	2	355,438
CSAH 13 Bridge - 89981	Construction	009-613-014	2	1,052,105
CSAH 16 Seal Coat	Construction	009-616-005	1	300,000
CSAH 55 Bit/Inlets/walk (22nd St) CSAH 16-Prospect	Construction	009-655-004	3	2,000,000
TH 210 & CSAH 61 RCUT	Construction	009-661-030	3	750,000
Total for 2024				7,840,191
2025				
New Barnum Maintenance Facility	Buildings	<i>Barnum Shop</i>	2	600,000
CR 113 Surface (Brookston Rd) CSAH 7-NCL	Construction	009-113-003	1	1,000,000
CR 152 FDR/Bit Surface (Himango Rd) CSAH 61-2	Construction	009-152-X04	3	1,500,000
CR 135 Bridge Replacement	Construction	009-598-019	2	1,000,000
CSAH 25 (Mission Rd) TH 210-Magney Dr	Construction	009-625-X03	2	2,000,000
Total for 2025				6,100,000
2026				
New Barnum Maintenance Facility	Buildings	Barnum Shop	2	600,000
CR 103 Mill, FDR, Bit Surface CSAH 6-CSAH 4	Construction	009-103-009	2	1,258,125
CSAH 3 Mill/Overlay CSAH 26- I35	Construction	009-603-X52	2	1,000,000
CSAH 5 Subgrade/Mill/Bit (Brevator) CR 114 - NCL	Construction	009-605-X40	2	1,000,000
CSAH 6 Core cut subgrade/Mill & Overlay CSAH 5-3	Construction	009-606-X38	3	1,120,000
CSAH 24 Mill/Overlay (Halverson) TH210-CSAH26	Construction	009-624-X04	2	500,000
CSAH 26 FDR/Mill/Overlay (Moorhead Rd) 5-I35	Construction	009-626-004	2	1,500,000
CSAH 26 Mill/Overlay (Moorhead) I35 - CSAH 3	Construction	009-626-X08	2	500,000
CSAH 61 4-Lane	Construction	009-661-X33	2	2,000,000
Total for 2026				9,478,125
2027				
New Barnum Maintenance Facility	Buildings	<i>Barnum Shop</i>	2	600,000
CSAH 1 FDR/Overlay Wrenshall to Seboe	Construction	009-601-XXX	2	2,000,000
CSAH 4 FDR/Overlay TH23 - State Line	Construction	009-604-XXX	2	2,000,000
CSAH 61 - 4-Lane, Bituminous Rehabilitation	Construction	009-661-X32	3	6,500,000
Total for 2027				11,100,000
GRAND TOTAL				43,343,166

Motion by Proulx, seconded by Peterson, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-043):

WHEREAS, the 2008 Minnesota State Legislature authorized a local option sales tax for transportation (Chapter 152), and the 2013 Minnesota State Legislature authorized counties to adopt the local option sales tax for transportation by resolution after holding a public hearing (Chapter 117, Article 3, Section 25, now incorporated into Minn. Stat. § 297A.993, Subd. 1); and

WHEREAS, the 2008 Minnesota State Legislature also authorized a \$20 per motor vehicle excise tax for vehicles purchased or acquired from any person engaged in the business of selling motor vehicles at retail (Chapter 152), and the 2013 Minnesota State Legislature authorized counties to adopt the \$20 per motor vehicle excise tax by resolution after holding a public hearing (Chapter 117, Article 3, Section 25, now incorporated into Minn. Stat. § 297A.993, Subd. 1); and

WHEREAS, Chapter 117, Article 3, Section 26, Subd. 2 of the 2013 Session Laws (now incorporated into Minn. Stat. § 297A.993, Subd. 2) further requires that the proceeds of the tax be dedicated exclusively to payment of the capital cost of a specific transportation project or improvement designated by the County Board, and that the tax must terminate when revenues raised are sufficient to finance the project or improvement, and

WHEREAS, the Carlton County Board desires to implement the local option sales tax for transportation and have the State Department of Revenue collect the same; and

WHEREAS, the proceeds of such a tax must be spent on projects identified at the May 2, 2023 Public Hearing and attached as part of this resolution dated May 9, 2023 (See Exhibit A); and

WHEREAS, any additional projects to be considered for the county sales tax must be presented at a public meeting and included in a resolution passed by the Carlton County Board of Commissioners.

NOW, THEREFORE, BE IT RESOLVED that the Carlton County Board of Commissioners authorizes and implements a 0.5% sales tax as provided for in Minnesota Statutes beginning April 1, 2015 and continued on May 9, 2023, for the purpose of funding transportation improvements as identified in the attached list of Carlton County Highway Sales Tax Projects.

BE IT FURTHER RESOLVED that the Carlton County Board of Commissioners authorizes an excise tax of \$20 per motor vehicle as provided for in Minnesota Statutes beginning April 1, 2015 and continued May 9, 2023, to fund transportation improvements as identified in the attached list of Carlton County Highway Sales Tax Projects.

BE IT FURTHER RESOLVED, that the provisions of Minn. Stat. § 297A.99, Subdivisions 4, and 6 through 12, shall govern the imposition, administration, collection and enforcement of the tax.

BE IT FURTHER RESOLVED, that the Carlton County Board of Commissioners hereby directs the County Auditor to certify the continuation and collection of the 0.5% sales tax and excise tax to the Minnesota Department of Revenue on behalf of the County.

Road	Location	Type of Improvement	Length (mile)	Project Estimate
COUNTY ROAD PROJECTS				
CR 102	CSAH 4 South	FDR/Bit Surface	0.95	\$500,000
CR 103	CSAH 6 to CSAH 4	FDR/Bit Surface	4.13	\$1,300,000
CR 104	CSAH 6 to CASH 4	Reconstruction	5.50	\$700,000
CR 107	TH 210 to CSAH 26	Reconstruction/Bit Surface	3.00	\$1,000,000
CR108	TH 210 to CR 107	Reconstruction	1.50	\$750,000
CR 109	0.66 miles W of TWP 354	FDR/Bit Surface	0.66	\$500,000
CR 110	TH 210 East	FDR/Bit Surface	3.50	\$2,500,000
CR 112	CSAH 1 to CSAH 3	Reconstruction	2.00	\$400,000
CR 113	CSAH 7 to North County Line	Reconstruction/Bit Surface	3.00	\$2,200,000
CR 114	CSAH 9 to CSAH 14	Reconstruction/Bit Surface	7.50	\$3,500,000
CR 116	CR 117 to CSAH 1	Reconstruction/Bit Surface	5.00	\$2,500,000
CR 117	CSAH 2 to North County Line	FDR/Bit Surface	2.00	\$1,200,000
CR 118	CSAH 2 to North County Line	Reconstruction/Bit Surface	2.00	\$1,200,000
CR 120	CR 123 to TH 210	FDR/Bit Surface/Culvert	3.99	\$200,000
CR 121	TH 210 South	FDR/Bit Surface	1.00	\$500,000
CR 122	Cromwell	Reconstruction	4.00	\$500,000
CR 123	CR 120 to TH 73	Reconstruction	1.00	\$1,000,000
CR 123	TWP 101 to TH 73	FDR/Bit Surface	2.00	\$1,000,000
CR 124	TH 73 to North County Line	Reconstruction	1.50	\$500,000
CR 125	TH 73 East	Reconstruction	2.50	\$750,000
CR 128	TH 210 South	FDR/Bit Surface	1.30	\$500,000
CR 129	TH 73 to CSAH 22	Reconstruction	4.00	\$500,000
CR 135	CSAH 6 to CSAH 12	Reconstruction	6.00	\$800,000
CR 137	I35 East to CSAH 13	Reconstruction/Bit Surface	2.75	\$1,500,000

CR 138	CSAH 8 to CSAH 61	Reconstruction/Bit Surface	2.50	\$2,000,000
CR 139	TWP 140 to CSAH 4	FDR/Bit Surface	2.50	\$2,500,000
CR 141	Old 61	FDR/Bit Surface	0.64	\$500,000
CR 142	CSAH 4 North	Reconstruction	0.50	\$500,000
CR 144	County Road 144	FDR/Bit Surface	6.25	\$1,000,000
CR 151	TH 210 to Palkie Road	Reconstruction/Bit Surface	1.25	\$1,000,000
CR 152	CSAH 61 to CSAH 2	Reconstruction/Bit Surface	2.00	\$1,500,000
CR 156	East of TH 73	Reconstruction	6.00	\$1,200,000
STATE AID ROAD PROJECTS				
CSAH 1	TH 210 to TH 23	Reconstruction/Bit Surface	10.00	\$5,000,000
CSAH 2	TH 33 to East County Line	Reconstruction/Bit Surface	8.00	\$4,000,000
CSAH 3	I35 Overpass to Cloquet Avenue	Preservation	3.25	\$500,000
CSAH 3	CSAH 26 to I35 Overpass	Reconstruction/Bit Surface	1.00	\$1,000,000
CSAH 3	CSAH 6 to CSAH 1	FDR/Bit Surface	8.25	\$4,000,000
CSAH 4	CSAH 3 to State Line	Reconstruction/Bit Surface	6.00	\$2,500,000
CSAH 4	CSAH 5 to CSAH 3	FDR/Bit Surface	5.00	\$2,500,000
CSAH 5	CSAH 7 to North County Line	FDR/Bit Surface	3.50	\$2,500,000
CSAH 5	CSAH 61 to TH 210	FDR/Bit Surface	3.00	\$2,000,000
CSAH 6	CSAH 5 to CSAH 3	Reconstruction/Bit Surface	6.00	\$2,500,000
CSAH 6	CSAH 61 to CSAH 73	Reconstruction/Bit Surface	9.00	\$4,500,000
CSAH 6	CSAH 61 to CSAH 5	Reconstruction/Bit Surface	8.50	\$4,000,000
CSAH 6	CR 135 to West County Line	Reconstruction	2.50	\$400,000
CSAH 8	I35 Overpass to East County Line	Reconstruction/Bit Surface	20.00	\$10,000,000
CSAH 10	TH 73 to Pine County	Reconstruction/Bit Surface	10.00	\$5,000,000
CSAH 12	CSAH 27 to CSAH 27	Reconstruction/Bit Surface	12.00	\$6,000,000
CSAH 13	CSAH 8 to I35 Overpass	FDR/Bit Surface	3.20	\$1,500,000

CSAH 13	TWP 16 to CSAH 8	Reconstruction/Bit Surface	1.20	\$800,000
CSAH 14	CSAH 5 to CSAH 7	FDR/Bit Surface	2.00	\$1,500,000
CSAH 16	TH 33 to CSAH 45	Preservation	2.25	\$300,000
CSAH 18	CSAH 1 to TH 23	Reconstruction/Bit Surface	3.25	\$1,500,000
CSAH 20	CSAH 23 to West County Line	Bit Surface	4.50	\$1,000,000
CSAH 21	TH 210 South	Bit Surface	2.35	\$600,000
CSAH 23	TH 210 to CR 126	Bit Surface	4.00	\$1,000,000
CSAH 24	TH 210 to CSAH 26	FDR/Bit Surface	1.00	\$500,000
CSAH 25	TH 210 to CSAH 7	Reconstruction/Bit Surface	4.50	\$2,500,000
CSAH 26	CSAH 5 to CSAH 3	FDR/Bit Surface	4.25	\$2,000,000
CSAH 35	CSAH 6 to CSAH 4	Reconstruction, Bitsurface	6.50	\$3,000,000
CSAH 45	TH 45 to City of Cloquet	Reconstruction/Bit Surface	1.00	\$1,000,000
CSAH 54	Scanlon	Reconstruction/Bit Surface	0.63	\$2,000,000
CSAH 55	CSAH 16 to Prospect Ave	Reconstruction/Bit Surface	0.50	\$2,000,000
CSAH 61	CSAH 45 to East County Line	Reconstruction/Bit Surface	6.00	\$15,000,000
BRIDGE PROJECTS				
CR 127	97816 - Tamarack River	Bridge Replacement		\$300,000
CR 135	L 8973 - Silver Creek	Bridge Replacement		\$300,000
CR 135	Tributary Silver Creek	Bridge Replacement		\$1,000,000
CR 138	09508 - Moose Horn River	Bridge Replacement		\$1,500,000
CR 157	L1207 - Moose Horn River	Bridge Replacement		\$1,000,000
CSAH 1	09504 - Canal Bridge	Rehabilitation		\$400,000
CSAH 4	Clear Creek	Bridge Replacement		\$800,000
CSAH 4	L1189 - Kettle River	Bridge Replacement		\$1,000,000
CSAH 6	Barnum	Bridge Replacement		\$1,500,000
CSAH 6	Elim Church	Bridge Replacement		\$2,800,000
CSAH 6	Hunter's Creek	Bridge Replacement		\$400,000
CSAH 6	09518 - Blackhoof Creek	Bridge Replacement		\$10,000,000
CSAH 8	L1198 - Silver Creek	Bridge Replacement		\$800,000
CSAH 12	9501	Bridge Replacement		\$2,000,000
CSAH 13	Portage River	Bridge Replacement		\$1,000,000
CSAH 61	09505 - Olsonville	Rehabilitation		\$650,000
CSAH 61	3077	Bridge Replacement		\$800,000

CSAH 61	3039	Bridge Replacement		\$800,000
CSAH 61	Mission Creek	Bridge Replacement		\$800,000
TRANSPORTATION FACILITY PROJECTS				
Barnum	Transportation Building	Transportation Facility		\$11,000,000

Motion by Bodie, seconded by Peterson, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-044):

WHEREAS, the County Board previously approved the relocation of a segment of County State Aid Highway 8, running along a portion of the west and north lines of the NE1/4 of Section 16, Township 46, Range 16, Carlton County, Minnesota, said old portion of C.S.A.H. 8 being referred to herein as Old County Road 8; and

WHEREAS, the new segment of C.S.A.H. 8 has taken the place of and serves the same purpose as the segment of Old County Road 8 which it has replaced, and the County therefore wishes to vacate that portion of Old County Road 8, as it runs in a northerly/southerly direction along the west line of the NE1/4 of said Section 16 and in an easterly/westerly direction along the north line of the NE1/4 of said Section 16, legally described as follows:

See attached Exhibit A. and

WHEREAS, a public hearing to consider the vacation of Old County Road 8 was held on the 2nd day of May, 2023, before the County Board in the Carlton County Transportation Building located at 1630 County Road 61, Carlton, Minnesota at 4:30 pm, after due notice had been given as required under the statute, and all interested and affected persons that appeared were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body, including the County of Carlton, owning or controlling easements or public services contained upon the property or crossing the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and

WHEREAS, the County Board in its discretion has determined that the vacation will benefit the public interest because that portion of Old County Road 8 has been replaced by C.S.A.H. 8 which serves that same purpose for which Old County Road 8 was originally laid out, which now only serves as access to three private parcels of land; and

WHEREAS, the owners of said three private parcels of land need continued access to their properties from said Old County Road 8 following the vacation thereof, and have requested that the County reserve a private access easement to their property over a

portion of said Old County Road 8 by designating a portion of Old County Road 8 to be a county cartway/private driveway.

NOW THEREFORE, IT IS HEREBY RESOLVED that the County Board of the County of Carlton, State of Minnesota, adopts this resolution for vacation, vacating that portion of Old County Road 8 described on the attached Exhibit A, and reserving therefrom and designating a portion of said vacated road to be a county cartway and private driveway, as described on the attached Exhibit A, and further reserving a utility easement over and right of access for all public utilities installed within said vacated right of way.

BE IT FURTHER RESOLVED, in furtherance of the foregoing, that the Board Chair and County Auditor are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Exhibit A
Description of Road to be Vacated,
Designation of a portion as a County Cartway,
And Utility Easement Reserved

That part of Old County Road 8, being a strip of land 33.00 feet wide on each side of the below described centerline.

East/West Portion (Vacation):

Commencing at the Northeast Corner of Section 16, Township 46 North, Range 16 West, Carlton County, Minnesota; thence South 89 degrees 53 minutes 23 seconds West 232.43 feet to the Westerly right of way line of CSAH 8 and the Point of Beginning; thence North 89 degrees 40 minutes 13 seconds West 2048.59 feet and there terminating;

North/South Portion (Vacation and Cartway Designation):

Commencing at the Northeast Corner of Section 16, Township 46 North, Range 16 West, Carlton County, Minnesota; thence South 89 degrees 53 minutes 23 seconds West 232.43 feet to the Westerly right of way of CSAH 8; thence North 89 degrees 40 minutes 13 seconds West 2048.59 feet to the Point of Beginning; thence South 89 degrees 40 minutes 13 seconds West 130.59 feet; thence 387.55 feet along a non-tangential curve left, having a radius of 245.00 feet with a central angle of 90 degrees 38 minutes 0 seconds, and a chord bearing of South 43 degrees 20 minutes 35 seconds West; thence South 1 degrees 6 minutes 5 seconds East 953.04 feet to the Northerly right of way line of CSAH 8 and there terminating; DESIGNATING HOWEVER, said portion of vacated Old County Road 8, as a county cartway and private driveway serving those properties adjacent thereto;

RESERVING HOWEVER, over both vacated portion of Old County Road 8 a utility easement running in favor of any person, corporation or public body, including the County of Carlton, owning or controlling easements for public services contained under over or upon said vacated road, reserving the right to continue maintaining the same or to enter upon such way or portion thereof, to maintain, repair, replace or otherwise attend thereto.

Motion by Peterson, seconded by Proulx, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-045):

WHEREAS, the County Board previously approved the relocation of a segment of County State Aid Highway 3, known as the Carlton Road, located in the SE1/4 of SW1/4 and SW1/4 of SE1/4 of Section 36, Township 49, Range 17, Carlton County, Minnesota, said old portion of Carlton Road being renumbered as an extension of County Road 107, known as Old Carlton Road; and

WHEREAS, the railroad crossing on Old Carlton Road was subsequently vacated creating two dead end road segments out of Old Carlton Road located on either side of the railroad right of way for the Great Northern Railroad, now BNSF Railroad, the segment of Old Carlton Road located easterly of the railroad right of way now being known as Kampground Road; and

WHEREAS, the new segment of Carlton Road has taken the place of and serves the same purpose as the segment of Old Carlton Road which it has replaced, and the County therefore wishes to vacate that portion of Old Carlton Road (County Road 107) known as Kampground Road, located easterly of the railroad right of way, as it runs in a southeasterly/northwesterly direction between the northerly right of way line of Carlton Road (relocated C.S.A.H. 3) and the easterly right of way line of the BNSF railroad, legally described as follows:

See attached Exhibit A. and

WHEREAS, a public hearing to consider the vacation of Kampground Road was held on the 2nd day of May, 2023, before the County Board in the Carlton County Transportation Building located at 1630 County Road 61, Carlton, Minnesota at 4:30 pm, after due notice had been given as required under the statute, and all interested and affected persons that appeared were given an opportunity to voice their concerns and be heard; and

WHEREAS, any person, corporation or public body, including the County of Carlton, owning or controlling easements or public services contained upon the property or crossing the property vacated, reserves the right to continue maintaining the same or to enter upon such way or portion thereof vacated to maintain, repair, replace or otherwise attend thereto; and,

WHEREAS, the County Board in its discretion has determined that the vacation will benefit the public interest because that portion of Old Carlton Road has been replaced by Carlton Road (relocated C.S.A.H. 3) which serves that same purpose for which Old Carlton Road was originally laid out, which with the vacation of the railroad crossing now only serves as access to three private parcels of land; and,

WHEREAS, the owners of said three private parcels of land need continued access to their properties from said Kampground Road following the vacation thereof, and have requested that the County reserve a public access easement to their property over said Kampground Road by designating Kampground Road to be a county cartway; and

WHEREAS, at least four-fifths of all members of the County Board concur in this resolution.

NOW THEREFORE, IT IS HEREBY RESOLVED that the County Board of the County of Carlton, State of Minnesota, adopts this resolution for vacation, vacating that portion of Old Carlton Road (County Road 107) known as Kampground Road described on the attached Exhibit A, and reserving therefrom and designating said vacated road to be a County Cartway, and further reserving a utility easement over and right of access for all public utilities installed within said right of way.

BE IT FURTHER RESOLVED, in furtherance of the foregoing, that the Board Chair and County Auditor are hereby authorized to sign all documents necessary to effectuate the intent of this resolution.

Exhibit A
Description of Road to be Vacated,
Designation as a County Cartway,
And Utility Easement Reserved

That part of County Road 107, known as Old Carlton Road, also known as Kampground Road, being a strip of land 33.00 feet wide on each side of the below described centerline. Commencing at the South Quarter corner of Section 36, Township 49, Range 17 in Carlton County Minnesota, thence along section line on an assumed bearing of South 89 degrees 17 minutes 08 seconds East a distance of 112.49 feet;
Thence, at a right angle, North 00 degrees 42 minutes 52 seconds East a distance of 83.39 feet to the northerly right of way line of C.S.A.H. 3 and The Point of Beginning of the centerline description herein described;
Thence continuing along said line, North 00 degrees 42 minutes 52 seconds East a distance of 19.50 feet;
Thence 115.36 feet along a curve concave to the southwest having a radius of 124.99 feet, a central angle of 52 degrees 52 minutes 55 seconds, and a chord 111.31 feet in length which bears North 26 degrees 11 minutes 40 seconds West.
Thence North 53 degrees 03 minutes 41 seconds West a distance of 859.64 feet, more or less, to the existing railroad right of way and there terminating;
DESIGNATING HOWEVER, said vacated portion of County Road 107, known as Old Carlton Road, also known as Kampground Road, as a County Cartway; AND RESERVING THEREFROM, a utility easement running in favor of any person, corporation or public body, including the County of Carlton, owning or controlling easements for public services contained under over or upon said county cartway, reserving the right to continue maintaining the same or to enter upon such way or portion thereof, to maintain, repair, replace or otherwise attend thereto.

Motion by Bodie, seconded by Peterson, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-048):

BE IT RESOLVED that the Carlton County Board of Commissioners authorizes and instructs the County Sheriff and the County Board Chairperson to sign the 2023 Federal

Boating Safety Supplemental Patrol Grant from Minnesota Department of Natural Resources (MN DNR) for \$4,000. Grant period is from May 12, 2023 to September 4, 2023 and consists of Federal funds.

Motion by Bodie, seconded by Peterson, and carried by all yea votes to approve out of state travel for a staff member in the Sheriff’s Department to attend the National Association of Emergency Medical Technician’s training on Pre-Hospital Trauma Life Support for First Responders (PHTLS) in Iron River, WI on May 27, 2023.

Motion by Proulx, seconded by Bodie, and carried by all yea votes to approve the revised County Data Practices Policy as on file with the County Coordinator’s office.

Motion by Bodie, seconded by Proulx, and carried by all yea votes to accept the expenditure listing for March 2023 as follows:

Fund 1	Revenue	1,966,914.47
Fund 10	Road and Bridge	618,410.86
Fund 11	Public Health & Human Services	1,594,287.98
Fund 27	Cap Projects - Justice Center	6,163,770.52
Fund 71	Motor Vehicle	452,546.47
Fund 73	State Fund	41,911.16
Fund 74	Forfeited Tax	48,603.58
Fund 75	Economic Development (IRRRB)	11,264.39
Fund 76	Refunding Fund	42,429.27
Fund 77	HS Agency Fund LCTS	25,202.79
Total		\$10,965,341.49

Motion by Peterson, seconded by Bodie, and carried by all yea votes to approve refilling an Accountant position in the Auditor/Treasurer’s Department.

Motion by Proulx, seconded by Peterson, and carried by all yea votes, to accept a \$30,000 grant for Rural Child Care Innovation Program (RCCIP) to support child care slots. Grant funds are from round three of awards and need to be expended by September 30, 2023.

Motion by Peterson, seconded by Bodie, and carried by all yea votes to approve the 2023 contract for fire protection with the Cromwell-Wright Area Fire District on behalf of the county’s unorganized townships in the service area.

Motion by Peterson, seconded by Proulx, and carried by all yea votes, except for Zmyslony who was absent, to adopt the following resolution (23-037):

WHEREAS, Carlton County recognizes that bees and other pollinators are integral to pollination of plants in order to grow a wide diversity of essential foods including fruit, nuts, and vegetables; and

WHEREAS, pollinator populations are threatened due to habitat loss, neonicotinoid use, pathogens, and parasites; and

WHEREAS, recent research suggests that bee pollinators make use of no mow spaces as key floral resources during early spring in the upper Midwest United States; and

WHEREAS, pollinators and floral resources have a positive relationship, where the increase in pollinators can increase the amount of flora and vice versa; and

WHEREAS, the Carlton County Board of Commissioners finds it is in the public interest to demonstrate its commitment to a safe and healthy community environment through the implementation of initiatives that help increase the pollinator population; and

NOW, THEREFORE, BE IT RESOLVED by the Carlton County Board of Commissioners to continue its efforts to become a pollinator friendly County by ensuring best management practices for management of vegetation, and to continue to identify actively maintained areas that could be converted back to vegetation favorable to bees and other pollinators, or left natural to promote nesting areas for bees, and to proclaim May 1st-31st, 2023 as “No Mow May”, and encourage all residents who wish to participate in this initiative to refrain from mowing their lawns in the month of May to provide vital early spring flowers for bees that emerge from hibernation.

Motion by Proulx, seconded by Bodie, and carried by all yea votes that this meeting be adjourned.

Attest: _____
Kevin DeVriendt
County Auditor/Treasurer

Dick Brenner
County Board Chairperson