

AGENDA

REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF ST. LOUIS COUNTY, MINNESOTA



Tuesday, July 10, 2012, 9:30 A.M.

**County Board Room, Second Floor
St. Louis County Courthouse
100 N. 5th Avenue West
Duluth, Minnesota**

**KEITH NELSON, Chair
Sixth District**

**FRANK JEWELL
First District**

**STEVE O'NEIL
Second District**

**CHRIS DAHLBERG
Third District**

**MIKE FORSMAN
Fourth District**

**PEG SWEENEY, Vice-Chair
Fifth District**

**STEVE RAUKAR
Seventh District**

County Auditor
Donald Dicklich

County Administrator
Kevin Gray

County Attorney
Mark Rubin

Clerk of the Board
Patricia Stolee

The St. Louis County Board of Commissioners welcomes you to this meeting. This agenda contains a brief description of each item to be considered. The Board encourages your participation. If you wish to speak on an item contained in the agenda, you will be allowed to address the Board when a motion is on the floor. If you wish to speak on a matter which does not appear on the agenda, you may do so during the public comment period at the beginning of the meeting. Except as otherwise provided by the Standing Rules of the County Board, no action shall be taken on any item not appearing in the agenda.

When addressing the Board, please sign in at the podium and state your name and address for the record. Please address the Board as a whole through the Chair. Comments to individual Commissioners or staff are not permitted. The St. Louis County Board promotes adherence to civility in conducting the business of the County. Civility will provide increased opportunities for civil discourse in order to find positive resolutions to the issue before the Board. Tools of civility include: pay attention, listen, be inclusive, do not gossip, show respect, be agreeable, apologize, give constructive criticism and take responsibility [County Board Resolution No. 560, adopted on September 9, 2003]. Speakers will be limited to five (5) minutes.

****In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify Property Management 72 hours prior to the meeting at (218)725-5085.****

All supporting documentation is available for public review in the County Auditor's Office, 100 North 5th Avenue West - Room No. 214, St. Louis County Courthouse, Duluth, MN, during regular business hours 8:00 A.M. - 4:30 P.M., Monday through Friday. Agenda is also available on our website at <http://www.stlouiscountymn.gov/GOVERNMENT/BoardofCommissioners.aspx>

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9:30 A.M. Pledge of Allegiance
Roll Call

AT THIS TIME CITIZENS WILL BE ALLOWED TO ADDRESS THE BOARD ON ITEMS NOT ON THE AGENDA. [Speakers will be limited to 5 minutes each.]

FOR ITEMS ON THE AGENDA, CITIZENS WILL BE ALLOWED TO ADDRESS THE BOARD AT THE TIME A MOTION IS ON THE FLOOR.

9:40 A.M. Public hearing, pursuant to Resolution No. 12-359, adopted June 26, 2012, to consider the issuance of an off-sale intoxicating liquor license for A. P. Inc. d/b/a A. P. Liquor, Gnesen Township. {12-283}

CONSENT AGENDA

Approval of business submitted on the consent agenda.

REGULAR AGENDA

Health & Human Services Committee – Commissioner O’Neil, Chair

1. Authorize St. Louis County to join the Arrowhead Health Alliance and enter into the Joint Powers Agreement, and appoint the Chair of the Health and Human Services Committee as its representative and appoint one alternate. {12-281} [Without recommendation.]

Public Works & Transportation Committee – Commissioner Forsman, Chair

2. Bid awarded to **KGM Contractors, Inc.**, in the amount of **\$687,759.83** for combined project: A.) SAP 69-600-040(low), CP 111484, grading, aggregate base, bituminous surface and culverts on Stuntz Bay Access Road; and B.) SAP 69-600-042, CP 121195, grading and aggregate base on Frith Drive and Access Road near Soudan, MN, (Breitung Township). {12-282R} [Without recommendation.]

Central Management & Intergovernmental Committee – Commissioner Jewell, Chair

3. Settlement of litigation.

**Public Hearing to Consider Off-Sale Intoxicating
Liquor License (Gnesen Township)**

BY COMMISSIONER _____

WHEREAS, A. P. Inc. d/b/a A. P. Liquor, Gnesen Township, St. Louis County, Minnesota, has applied for an off-sale intoxicating liquor license; and

WHEREAS, Minn. Stat., Section 340A.405, Subdivision 2(d), requires that a public hearing be held prior to the issuance of an off-sale intoxicating liquor license; and

WHEREAS, a public hearing was held on July 10, 2012, at 9:40 A.M. in the St. Louis County Courthouse, Duluth, Minnesota, for the purpose of considering the off-sale intoxicating liquor license; and

WHEREAS, with regard to the application for said license, A. P. Liquor has complied in all respects with the requirements of Minnesota Law and St. Louis County Ordinance No. 28; and

WHEREAS, the Liquor Licensing Committee of the St. Louis County Board has considered the nature of the business to be conducted and the propriety of the location and has recommended approval of the application.

NOW, THEREFORE, BE IT RESOLVED, that Off-Sale Intoxicating Liquor License (License Number OFSL1327) shall be issued to A. P. Inc. d/b/a A. P. Liquor, Gnesen Township, located in Area 3, for an annual fee of \$500.00.

RESOLVED FURTHER, that said liquor license shall be effective July 10, 2012, through June 30, 2013.

RESOLVED FURTHER, that said license is approved contingent upon payment of real estate taxes when due.

RESOLVED FURTHER, that said license is approved contingent upon Gnesen Township and Environmental Services approval, and proof of liquor liability insurance.

RESOLVED FURTHER, that if named license holder sells the licensed place of business, the County Board may, at its discretion, after an investigation, transfer the license to a new owner, but without pro-rated refund of license fee to the license holder.

BOARD LETTER NO. 12 - 281

HEALTH & HUMAN SERVICES COMMITTEE NO. 2

JULY 10, 2012 BOARD AGENDA NO. 1

DATE: July 3, 2012 **RE:** Arrowhead Health Alliance

FROM: Kevin Z. Gray
County Administrator

Ann Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:

To provide for a community where all are safe and healthy.

ACTION REQUESTED:

The St. Louis County Board is requested to join the Arrowhead Health Alliance and authorize execution of the joint powers agreement.

BACKGROUND:

Arrowhead Health Alliance (AHA) was formed in 2007 as a way to integrate health care and human services in Carlton, Cook, Koochiching and Lake Counties. AHA is not a county-based purchasing entity; it is a model of partnership for county health and human services agencies. Please see the attached graph which articulates the differences between AHA and county based purchasing. Since its inception, AHA has used this model to partner with health plans, apply for grants (local, state & federal), and connect with local area providers to develop a network of health and human services related organizations.

AHA Partnership with Health Plans

Health plans are responsible to care for the health needs of their covered members, and counties are responsible for the public health and safety of their citizens. AHA allows health plans and counties to mutually decide on services that increase outreach, are preventative and cost effective. In other words, health plans have an interest in preventing more acute injury or illness. It is more cost effective to prevent these from occurring than paying for them after they happen. Counties have the unique ability to deliver services at the local level. Similar to the existing contracts that counties have with managed care organizations for the delivery of services to seniors through the Minnesota Senior Health Options (MSHO) program, health plans contract with AHA to deliver mutually agreed upon services to their members. Examples of programs or services delivered through this model of AHA counties and health plans include attempts to:

- Increase Childhood Lead Testing
- Reduce Churn Rate (health plan enrollment)
- Reduce Inpatient Admissions (behavioral/mental health)
- Reduce Emergency Room (ER) admissions

Health plans contracting for services have included FirstPlan of Minnesota and Blue Cross/Blue Plus. AHA is currently working with UCare of Minnesota to develop initiatives focused on reducing ER Admissions and improving behavioral health services.

AHA as Applicant/Recipient of Grant Dollars

AHA also serves as a legal entity for the region to apply for local, state or federal grants. AHA has received grants which have established or maintained home visiting, improved mental health services through virtual crisis services, and channeled dollars to individual counties for increased children's health insurance enrollment. Sources of grant funds have included the Health Resource Service Administration, Generations and UCare of Minnesota.

AHA Establishing Health and Human Services Network

Another goal of AHA is to improve the overall Health and Human Services Network in the Arrowhead Region. To that end, AHA has worked to establish relationships with agencies including, but not limited to:

Arrowhead Regional Development Commission, Department of Human Services, FirstPlan, Blue Cross, UCare, Generations, Community Health Board, Integrity, Community Health Information Collaborative, Prime West, South County Health Alliance, Health Resources and Services Administration, Lloyd K. Johnson Foundation, University of Minnesota-Duluth Medical School, Rural Health Resource Center, Region 3 Adult Mental Health Initiative (AMHI)

A recent example of this networking would include the relationship between AHA and the Region 3 AMHI, which includes the counties of the Arrowhead region (Carlton, Cook, Itasca, Koochiching, Lake and St. Louis) and Lake Superior Chippewa Bands of Bois Forte, Fond du Lac, and Grand Portage.

As of August 1, 2011, AHA provides meeting facilitation and coordination services to the Region 3 AMHI through a contract, allowing for a better understanding of mental health services in the region. As a result, it opens the door for AHA to work with health plans, counties, and tribes to identify gaps and develop a response which enhances the work of the AMHI. This includes the development of a Virtual Collaborative Consultation network that will improve mental health services to the entire region.

AHA and Regional Positioning

Public/private partnerships often require systems to be in place to respond to immediate opportunities. Grant applications now require a list of network or regional partners and a proven structure (director level position, governing board, etc.). There are very few national grants awarded to individual entities and the emphasis in many areas of business is now on regional relationships and regional partners.

An example is the recent TXT4Life grant that Carlton County applied for on behalf of the region. It took extra administrative efforts to bring this grant to the region. Using the structure of AHA would allow the participating counties to be more efficient and responsive to future opportunities. It is interesting to note that in May, 2012, 180 individuals reached out for help through TXT4Life and of those, 106 were in St Louis County.

Current Issue – Invitation to Join

Part of the vision of Arrowhead Health Alliance is to serve all of Northeast Minnesota. This is simply not possible without the addition of St. Louis County. Therefore, the AHA Board has extended an invitation to St Louis County to join the AHA. There is certainly value to AHA in having St Louis County participate, with its significant population and medical community. There is value to St Louis County as well, in that the AHA structure can be used to bring in non-levy resources to offer needed services.

The risk in joining rests in two basic areas. The first is programmatic risk which is very low. To date, AHA has not entered into any contractual obligations involving financial risk. In the future, should there be a proposed venture with a financial risk, a unanimous vote is required by the joint powers board.

The second area of risk is ongoing operations. In 2007 when AHA was initiated, each county contributed dollars for startup costs in the following amounts: Cook \$15,200; Carlton \$126,000; Lake \$39,000; and Koochiching \$69,000. Approximately 48% of those funds remain and are available to support AHA going forward. While St Louis County is being asked to contribute dollars to join AHA, it is not being asked to contribute a proportionate amount. This is in recognition of the value St Louis County brings to the AHA. Instead, St. Louis County is being asked to contribute 48% of the highest amount contributed, which amounts to \$60,480. The Public Health and Human Services Department has one-time money reserved which could be used for this purpose should the County Board desire to join AHA.

The AHA operational budget has averaged \$103,000 per year based on the past four years of operations. Attached is a copy of the proposed amended joint powers board agreement for the AHA.

The County Board discussed this invitation to join at its June 19, 2012 County Board workshop and asked Administration and PHHS to bring the issue forward to the Committee of the Whole for action.

RECOMMENDATION:

It is recommended that the St. Louis County Board accept the invitation to join the Arrowhead Health Alliance and authorize the appropriate county officials to execute the Arrowhead Health Alliance joint powers agreement, and authorize the PHHS Department to contribute funding to the AHA as a joining partner in the amount of \$60,480, payable from Fund 230, Agency 232006, Object 629900.

It is further recommended that the St. Louis County Board appoint the Chair of the Health and Human Services Committee to serve as its representative, and appoint one other commissioner to serve as an alternate.

Arrowhead Health Alliance

BY COMMISSIONER _____

WHEREAS, Arrowhead Health Alliance (AHA) was formed in 2007 as a way to integrate health care and human services in Carlton, Cook, Koochiching and Lake Counties; and

WHEREAS, AHA has used this model to partner with health plans, apply for local, state and federal grants, and connect with local area providers to develop a network of health and human services related organizations; and

WHEREAS, the AHA Board has extended an invitation to St Louis County to join the AHA; and

WHEREAS, the Public Health and Human Services Department believes there is value in joining AHA as St Louis County has a significant population and medical community, and can benefit from the existing AHA structure to bring in non-levy resources to offer needed services.

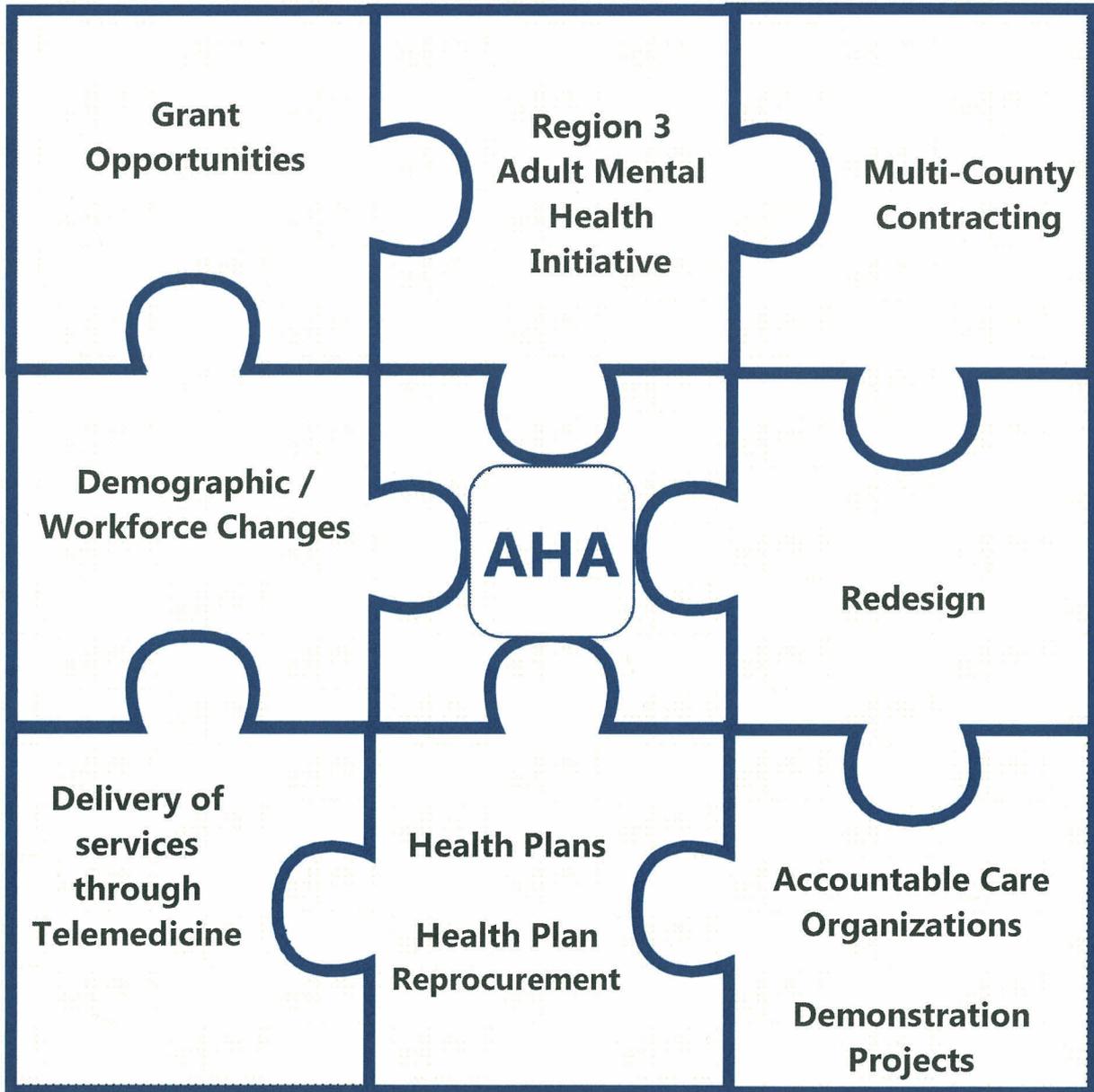
NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to execute the Arrowhead Health Alliance (AHA) Joint Powers Agreement, and authorizes the Public Health and Human Services (PHHS) Department to contribute funding to the AHA as a joining partner in the amount of \$60,480, payable from Fund 230, Agency 232006, Object 629900.

RESOLVED FURTHER, that the County Board appoints the Chair of the Health and Human Services Committee to serve as its representative, and appoints Commissioner _____ to serve as an alternate.

RESOLVED FURTHER, that the County Board directs the PHHS Director to work with Administration to provide a report back to the Board on a quarterly basis.

Arrowhead Health Alliance		County Based Purchasing
	Governance	
Joint Powers Board made up of county commissioners from the member counties; PHS directors serve as advisors		Joint Powers Board made up of county commissioners from the member counties; health care providers or actuarial experts serve as advisors
	Operations	
<ul style="list-style-type: none"> • Counties, through the JPB, enter into mutually agreed upon contracts with a health plan to enhance services in areas covered by county health and human services • The JPB provides the governance structure to act on mutually agreed upon initiatives or grants that require multi-county collaborations • The JPB provides the governance structure to act on mutually agreed upon initiatives promoting public/private partnerships 		<ul style="list-style-type: none"> • Counties, through the JPB, act as health plans and enter into a contract with the State of Minnesota. • Responsible for all aspects of a health plan including enrollment, offering a standard benefit set of covered services, paying health care providers, etc. ,
	Upside "Risk" Revenue /Profit	
<ul style="list-style-type: none"> • Mutually agreed upon contracts with a health plan to enhance services in areas covered by county health and human services should at a minimum cover all fully loaded costs; opportunity for profitability exists. • Revenues and/or cost reductions often realized directly by individual counties. (example – grant funds, reduction of county costs due to deliver of preventive services) 		<ul style="list-style-type: none"> • Dependent on many variables such as the capitated rate paid by the State for the covered enrollees, the utilization of those enrollees, the contracts negotiated with health care providers, etc. • If the capitated amount received is greater than cost of services delivered, there is opportunity for profitability.

<ul style="list-style-type: none"> Potential revenue for AHA specific activities may remain within AHA or may be passed on to individual counties. 		
	Downside "Risk" Cost/Loss	
<ul style="list-style-type: none"> Limited to Administrative Expense and ventures entered into by unanimous support of the board. Downside risk is measurable with each budget cycle. 		<ul style="list-style-type: none"> Dependent on many variables such as the capitated rate paid by the State for the covered enrollees, the utilization of those enrollees, the contracts negotiated with health care providers, etc. If the capitated amount received is less than cost of services delivered, there is opportunity for cost/loss. When losses occur counties are required to subsidize losses. Downside Risk is measurable but difficult to budget.



ARROWHEAD HEALTH ALLIANCE

AMENDED JOINT POWERS AGREEMENT FOR HEALTH CARE SERVICES

THIS AMENDED JOINT POWERS AGREEMENT FOR HEALTH CARE SERVICES (the "Amended Agreement") is made as of _____ (the "Effective Date") under authority M.S. 471.59 (Joint Exercise of Powers) with reference to M.S. 256B.692 (County-Based Purchasing) by and between Cook County, Carlton County, Lake County, and Koochiching County (the "Initial Member Counties" and each a "Member County").

R E C I T A L S

WHEREAS, the Initial Member Counties entered into a Joint Powers Agreement in 2007 and reaffirmed membership under an amended agreement in 2008, by which they agreed to form a separate joint powers entity for the purpose of establishing a multi-county board of directors (the "Board") to organize, govern, plan, and administer health care services; and

WHEREAS, the Initial Member Counties now enter into this Amended Agreement and reconfirm the establishment of the Board and the joint powers entity, to continue operations as Arrowhead Health Alliance ("AHA"); and

WHEREAS, the Board may, from time to time, adopt a new business name for AHA, as need may arise; and

WHEREAS, additional counties may become members of AHA (the "New Member Counties" and each a "Member County"), as further detailed below in Paragraph 1b below; and

WHEREAS, AHA is an entity separate and distinct from the Member Counties, and the Board is separate from the Boards of Commissioners from each of the Member Counties.

NOW THEREFORE, the Members hereby agree as follows:

1. **Membership.**

- a. The Initial Member Counties are Cook, Carlton, Lake, and Koochiching. The counties became Initial Members by indicating their intent by adopting a county board resolution prior to March 31, 2007, thereby making this Agreement effective. These Initial Member Counties agree to remain Member Counties for two (2) full calendar years after the Services have been established.
- b. New Member Counties may join AHA by submitting to the AHA Board a resolution of their respective Board of Commissioners indicating a desire and intent to become an AHA Member County and commitment to remain a Member County for two (2) full calendar years after admission. Acceptance of New Member Counties is subject to majority approval of the Board. In addition, the Board may establish other membership requirements for Additional Members at its own discretion.

- c. Subject to the applicable provisions of this Agreement, a Member County may withdraw from this Agreement by filing with the Board a resolution of their respective Board of Commissioners indicating that intention. Such resolution must be filed at least twelve (12) months prior to the desired withdrawal date, which withdrawal will become effective on December 31 of the following year. Upon receipt of a notice of intent to withdraw, the Board chair shall send a copy of said resolution to each Member County. The withdrawing county shall fulfill any outstanding contractual responsibilities it may have with AHA, the Member Counties, DHS, CMS, or other parties following its withdrawal from the Agreement.

2. **Purpose and Powers.**

- a. The purpose of AHA is to organize, govern, plan, and administer a health care services entity serving each of the Member Counties.
- b. AHA may restructure its existing business model to improve the social and health outcomes of its clients and of all citizens of its Member Counties.
- c. The Member Counties may participate in prepaid health care programs administered through the Minnesota Department of Human Services ("DHS") and the federal Centers for Medicare and Medicaid Services ("CMS") or other health and social service related collaborations and/or contracts (all of which are referred to throughout as the "Services") entered into for the realization of its purpose.
- d. AHA may enter into separate contracts and undertakings for the purpose of meeting its established purpose. AHA is an entity separate and distinct from the Member Counties and not an aggregation or mere association of those counties.

3. **Board of Directors.** The Board shall govern AHA and shall be have the characteristics indicated in this Paragraph 3.

a. **Representation.**

- i. The Board shall consist of one (1) County Commissioner from each Member County. These initial Member Counties have become party to this Agreement by resolution of their respective Boards of Commissioners.
- ii. A county that joins as a New Member County shall designate County Commissioner(s) to serve on the Board of Directors as outlined in the current AHA bylaws.
- iii. Each Member County shall designate a County Commissioner to serve as an alternate to the Board in the absence of the designated Director (County Commissioner). A Member County with more than one Director (County Commissioner) shall designate two alternates.

- b. Withdrawal. A county that withdraws from AHA shall no longer be represented on the Board, beginning on the day following the withdrawing county's final day of membership in AHA.
- c. Officers. The Board shall have a Chair, a Vice Chair, and a Secretary/Treasurer. This provision cannot be changed by the Bylaws. The initial officers shall be elected by a majority vote of the Directors at the first duly held meeting of the Board, and shall serve until new officers are elected pursuant to the Bylaws.
- d. Quorum. A quorum for a duly held meeting of the Board shall consist of no less than 75% of all member counties and a majority of Directors. This provision cannot be changed by the Bylaws.
- e. Powers. The powers and duties of the Board may include, but are not limited to, the following:
 - i. Exercising all lawful powers necessary and incidental to the implementation of the purposes and powers set forth herein including, but not limited to, the adoption of bylaws to govern the functioning of the Board.
 - ii. Appointing such committees as it deems necessary to exercise the powers of the Board.
 - iii. Engaging a Director and such other corporate officers, staff, consultants, and vendors as necessary to conduct the day-to-day activities of AHA. The Board shall evaluate the performance of the Director no less often than annually.
 - iv. Contracting for services, incurring expenses, and making expenditures necessary and incidental to the effectuation of its purpose and powers in conformance with the most common prevailing requirements applicable to contracts and purchases among the Member Counties.
 - v. Consulting with knowledgeable persons who can provide pertinent information to achieve its purpose.
 - vi. Cooperating or contracting with Minnesota and federal agencies, political subdivisions, or private or public organizations to achieve its purpose.
 - vii. Receiving and sharing data from appropriate State agencies and Member Counties as necessary and appropriate to accomplish its purposes.
 - viii. Receiving and expending funds associated with the administration of prepaid health care programs administered through DHS and CMS, or other funds from any lawful sources including government programs, public or private grants, or gifts for the purposes of AHA as described in this Agreement and by the Board.
 - ix. Approving annual budgeting procedures and the annual budget, using the calendar year as the fiscal year.

- x. Collecting money subject to the provisions of this Agreement from its Member Counties.
- xi. Purchasing such liability, stop-loss, or other insurance coverages as the Board deems necessary for the protection of the Member Counties, the Board, its property and staff.

Accumulating liability reserve and net surplus funds for the purposes herein mentioned, and investing funds not currently needed for its operations.
- xii. Commissioning an annual audit of the books and accounts of the Board and filing a report with its Member Counties at least once each year, once AHA has started providing Services and has exceeded the annual revenue requirements that trigger the audit requirement under Minnesota law. Strict accountability of all funds and reports of all receipts and disbursements shall be made.
- xiii. Buy, lease, or sell real estate or personal property in its own name of AHA.

4. **Bylaws.** The Bylaws shall include, but shall not be limited to:

- a. Election, removal, and resignation of officers.
- b. Duties of officers.
- c. Notice, quorum, voting, minutes, and procedures for meetings.
- d. Formation and duties of committees; whether standing, ad-hoc, or executive.
- e. Procedure for amendment of Bylaws.

5. **Financial Structure.**

- a. Funds Management. The Board shall, either directly in its own name or through a designated fiscal agent, establish a fund for the purpose of receiving revenues and making expenditures as necessary for the operation of AHA. Interest accruing on fund balances shall remain deposited in the fund and included in annual budget revenues. The Board shall establish policies and procedures to safeguard and ensure the prudent management of funds, including expenditure levels requiring Board authorization.
- b. Annual Budget. An annual budget shall be prepared at the direction of the AHA Director and submitted to the Board for approval.
- c. Financial Commitments. AHA may enter into contractual relationships including those involving financial risk. In the event that AHA is unable to meet its financial obligations from operations and surplus, the Board shall determine a total assessment amount necessary to fulfill its obligations.

This amount shall be assessed against current and former Member Counties. The formula for calculating assessments on obligations shall be determined prior to the start of the contractual obligations where current or future assessments may be required. The formula for determining obligations shall be approved by a unanimous vote of the Board and all Member Counties must

be represented by at least one (1) Director (County Commissioner). In the event an assessment is required where a predetermined formula has not been established, the assessment shall be approved by unanimous vote of the Board and all Member Counties must be represented by at least one (1) Director (County Commissioner).

- d. Obligations Following Withdrawal. Any Member County formally withdrawing from AHA remains obligated to pay any assessments that may be necessary under the terms of its financial guarantee and this Agreement for a period or two years following its withdrawal. Any assessments to a former Member County shall be limited to financial obligations associated with the period of time that the Member County participated in AHA, and shall not include obligations arising or occurring after the effective date of withdrawal. AHA shall retain any accumulated revenue, reserves, property or equipment owned by the Board. Provided, however, that a withdrawing Member County shall be entitled to repayment of monies pursuant to any loan agreement.
- e. Excess Funds Policy. The Board shall approve annually the procedure for reinvesting any excess funds in the health care delivery system of the region, consistent with applicable state and federal requirements.

6. **Property Transactions.** In addition to any enumerated powers granted to the Board in Paragraph 3f above, AHA shall have the following specific powers and authority related to property ownership:

- a. Property ownership. AHA, in its own name of Arrowhead Health Alliance, may buy, lease, acquire, own, hold, improve, plat, use, and deal in and with, real or personal property, or an interest in property, wherever located.
- b. Property disposition. AHA, by a majority of the votes cast at a meeting of the Board, may sell, convey, mortgage, create a security interest in, lease, license, dedicate, create easements, exchange, transfer, or dispose of all or a part of its real or personal property, or an interest in property, wherever located, upon those terms and conditions and for those considerations, which may be money, securities, or other instruments for the payment of money or other property, as the Board considers expedient.
- c. Procedures. The Chair shall sign and deliver in the name of AHA all deeds, mortgages, leases, contracts, declarations, easement agreements, or other instruments pertaining to the conveyance or encumbrance of AHA's property.

7. **Miscellaneous.**

- a. Confidentiality. The Board and staff shall take steps to ensure compliance at all times with Minnesota Statutes Chapter 13, relating to data practices. Data identifying individual members or medical data concerning them shall only be shared with staff and contractors of AHA on a need-to-know basis.
- b. Amendment; Effectiveness. The County Board of each Member County must approve any amendments or addendums to this Agreement. The Agreement shall remain in full force and effect, subject to the terms stated herein, until such time as the Member Counties amend, revise, or terminate the Agreement.

- c. Termination. This Agreement shall continue in force until the Board passes a unanimous vote of termination, or until the Board consists of only one Member County. Upon termination of this Agreement, the Board shall continue to exist after dissolution for a period of 12 months after the conclusion of the Services, or as is necessary to conclude the affairs subject to this Agreement, but for no other purpose. Following 12 months after the conclusion of the Services, all assets and property obtained, purchased or owned pursuant to this Agreement shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the Member Counties as of the date of termination based on their proportional share of premium in the final 24 months of Services, according to the formula stated in Paragraph 5e above.

- d. Counterparts. This Agreement may be executed in counterparts.

IN WITNESS WHEREOF, the county below named has caused this Agreement to be duly executed in its name and behalf as of the date first above written and does hereby commit the named county to participation in this Agreement according to the terms stated herein.

_____ County

Dated: _____

Chair, County Board

Attest:

Dated: _____

Title

B.) SAP 69-600-042 Frith Drive from Access Road to 500' West and Access Road between 1375' and 2250' No. of CR 697 in Breitung Township near Soudan, MN, length 0.25 mi.

Traffic: less than 100
PQI: N.A.
Construction: Grading and Aggregate Base
Funding: Fund 220, Agency 220255, Object 652700
Anticipated Start Date: July 16, 2012
Anticipated Completion Date: October 1, 2012
Engineer's Estimate: \$535,539.75

BIDS:

KGM Contractors, Inc. Angora, MN	\$687,759.83	(+\$152,220.08, +28.42%)
Mesabi Bituminous Gilbert, MN	\$735,556.50	

RECOMMENDATION:

It is recommended that the St. Louis County Board award the bid for combined project SAP 69-600-040 (low); SAP 69-600-042 to KGM Contractors, Inc. of Angora, MN in the amount of \$687,759.83 payable from Fund 220, Agency 220267, Object 652700 and from Fund 220, Agency 220255, Object 652700.

**Award of Bids – CP 111484 Stuntz Bay Access Road and 121195 Frith Drive
and Access Road (Breitung Township)**

BY COMMISSIONER _____

WHEREAS, bids have been received by the County Auditor for the following combined projects:

SAP 69-600-040 (low), CP 111484 located on Stuntz Bay Access Road from 0.5 mi. No. of TH 169 to Lake Vermilion, in Breitung Township near Soudan, MN and;

SAP 69-600-042, CP 121195 located on Frith Drive from Access Road to 500' West and Access Road between 1375' and 2250' No. of CR 697 in Breitung Township near Soudan, MN.

WHEREAS, bids were opened in the St. Louis County Courthouse, Duluth, MN on June 28, 2012 and KGM Contractors, Inc., Angora, MN provided the low responsible bid.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board approves the award on the above combined project to the low bidder.

<u>LOW BIDDER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
KGM Contractors, Inc.	9211 Highway 53 Angora, MN 55703	\$687,759.83

RESOLVED FURTHER, State Park Road Account funds in the amount of \$687,759.83 are reserved for this project. Any funding required in excess of State Park Road Account funds shall be the responsibility of Breitung Township.

RESOLVED FURTHER, that the County Board Chair, the County Auditor, and the County Attorney are authorized to approve the Contractor's Performance Bonds and to execute the bonds and contract for the above listed combined project payable from:

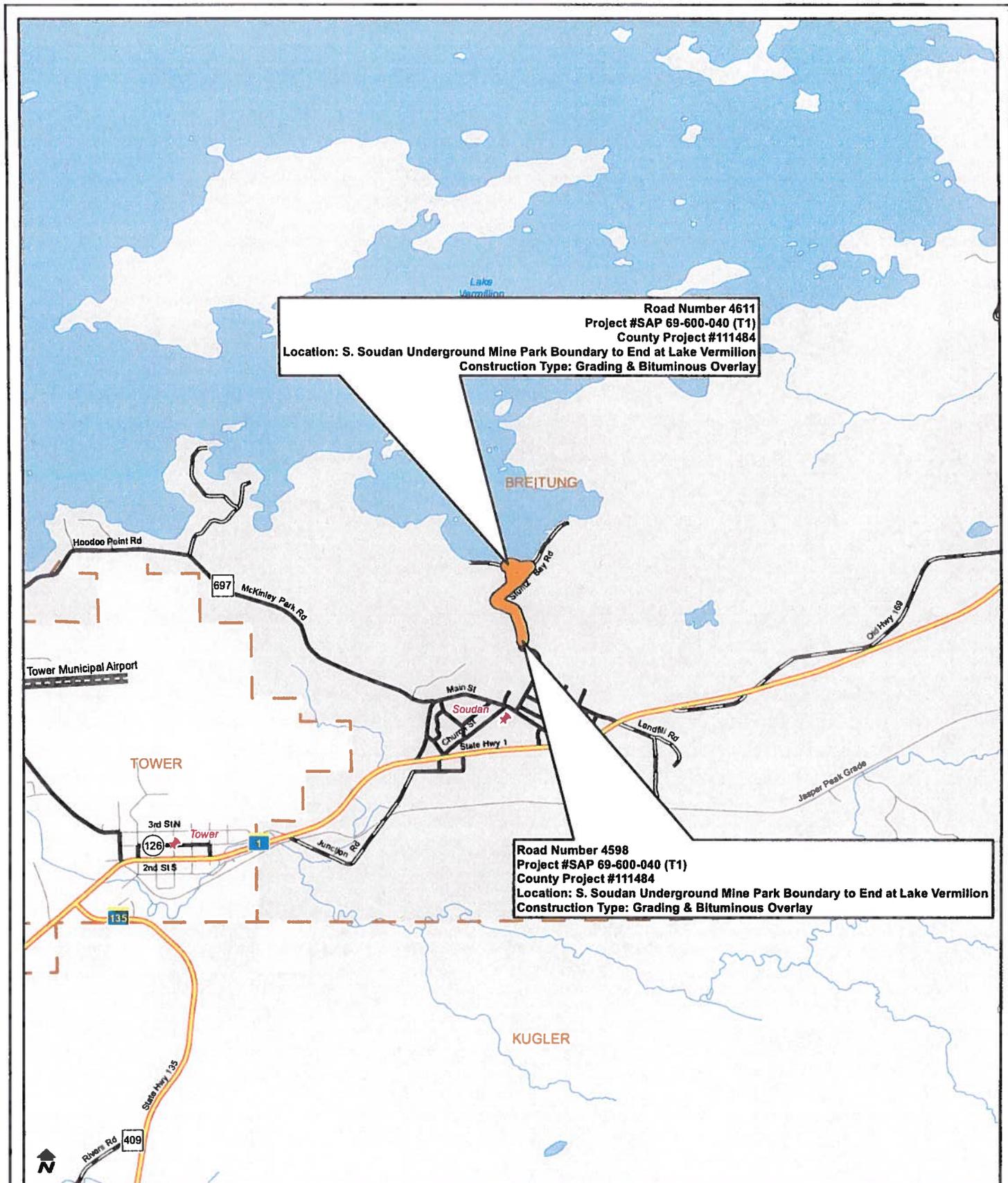
SAP 69-600-040(low): Fund 220, Agency 220267, Object 652700 \$466,193.94

With additional revenue budgeted for expense:

State Park Road Account: Fund 220, Agency 220267, Rev. Object 521607 \$466,193.94
SAP 69-600-042: Fund 220, Agency 220255, Object 652700 \$221,565.89

With additional revenue budgeted for expense:

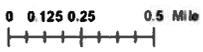
State Park Road Account: Fund 220, Agency 220255, Rev. Object 521607 \$221,565.89



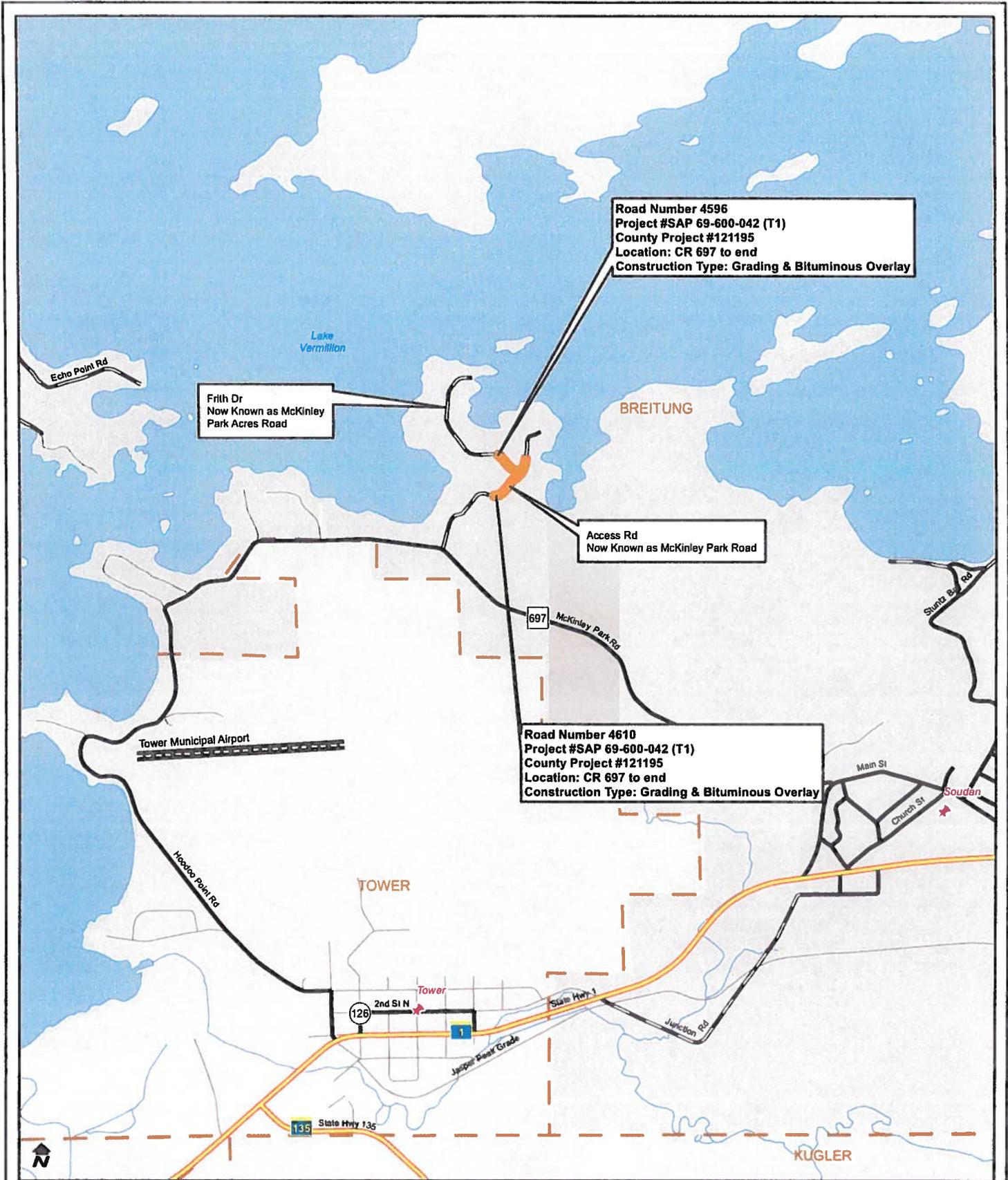
Road Number 4611
Project #SAP 69-600-040 (T1)
County Project #111484
Location: S. Soudan Underground Mine Park Boundary to End at Lake Vermillion
Construction Type: Grading & Bituminous Overlay

Road Number 4598
Project #SAP 69-600-040 (T1)
County Project #111484
Location: S. Soudan Underground Mine Park Boundary to End at Lake Vermillion
Construction Type: Grading & Bituminous Overlay

St. Louis County 2012 Road & Bridge Construction



Map Components	
2012 Road & Bridge Construction	County Road - Paved
Grading & Bituminous Overlay	County Road - Gravel
Interstate Highway	Railroad
U.S./State Highway	Commissioner District
	Township Boundary
	City/Town
	Lake
	River/Stream



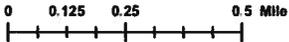
Road Number 4596
Project #SAP 69-600-042 (T1)
County Project #121195
Location: CR 697 to end
Construction Type: Grading & Bituminous Overlay

Frith Dr
Now Known as McKinley
Park Acres Road

Access Rd
Now Known as McKinley Park Road

Road Number 4610
Project #SAP 69-600-042 (T1)
County Project #121195
Location: CR 697 to end
Construction Type: Grading & Bituminous Overlay

St. Louis County 2012 Road & Bridge Construction



Map Components	
2012 Road & Bridge Construction	County Road - Paved
Grading & Bituminous Overlay	County Road - Gravel
Interstate Highway	Railroad
U.S./State Highway	Commissioner District
Township Boundary	City/Town
	Lake
	River/Stream