



**COMMITTEE OF THE WHOLE AGENDA**  
**Board of Commissioners, St. Louis County, Minnesota**

**June 11, 2013**

**Immediately following the Board Meeting, which begins at 9:30 A.M.**  
**Commissioners' Conference Room, St. Louis County Courthouse, Duluth, MN**

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**CONSENT AGENDA:**

*All matters listed under the consent agenda are considered routine and/or non-controversial and will be enacted by one unanimous motion. If a commissioner requests, or a citizen wishes to speak on an item on the consent agenda, it will be removed and handled separately.*

**Minutes of June 4, 2013**

**Health & Human Services Committee – Commissioner Stauber, Chair**

1. Position Reallocation of Information Specialist II to Child Support Officer I [13-224]

**Public Works & Transportation Committee – Commissioner Forsman, Chair**

2. Agreement with Alden Township for Replacement of Bridge 846 [13-225]
3. Agreement with Rice Lake Township for Replacement of Bridge 300 [13-226]
4. Acceptance of Grant for Replacement of Bridge 69A12 (Biwabik Township) [13-227]
5. Acceptance of Grant for Replacement of Bridge 69K01 (Embarrass Township) [13-228]

**Central Management & Inter-Governmental Committee – Commissioner Jewell, Chair**

6. 2013 Civil Service Supervisory Four Day Work Week Supplemental Labor Agreement (Virginia Sign Division) [13-229]
7. 2013 Teamsters Four Day Work Week Supplemental Labor Agreement (Virginia Sign Division) [13-230]

**Public Safety & Corrections Committee – Commissioner O'Neil, Chair**

8. Authorization to Expend 2010 ARMER Integration Grant [13-231]
9. Master Addressing Repository Interfaces [13-232]

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**REGULAR AGENDA:**

*For items on the Regular Agenda, citizens will be allowed to address the Board at the time a motion is on the floor.*

**Environment & Natural Resources Committee – Commissioner Nelson, Chair**

1. **Termination of 2013 Funding Allocation for the North St. Louis Soil & Water Conservation District [13-233]**  
Commissioner Nelson has requested that the County Board terminate the contract with the 2013 North St. Louis Soil & Water Conservation District due to lack of performance.

**Central Management & Inter-Governmental Committee – Commissioner Jewell, Chair**

1. **Land and Minerals Director Appointment [13-234]**  
Resolution to appoint Mark J. Weber as the St. Louis County Land and Minerals Director.
2. **Minnesota State Auditor Performance Measurement Program, 2013 Report [13-235]**  
Resolution to certify that St. Louis County has adopted and implemented at least ten performance measures developed by the Council on Local Results and Innovation.

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**COMMISSIONER DISCUSSION ITEMS AND REPORTS:**

*At this time, Commissioners may introduce items for discussion or report on past and future activities.*

**ADJOURNED:****NEXT COMMITTEE OF THE WHOLE MEETING DATES:**

<b>June 25, 2013</b>	<b>Semers Park Pavilion, Ely, MN</b>
<b>July 2, 2013</b>	<b>Commissioners' Conference Room, Courthouse, Duluth, MN</b>
<b>July 9, 2013</b>	<b>Commissioners' Conference Room, Courthouse, Duluth, MN</b>

**BARRIER FREE:** *All St. Louis County Board meetings are accessible to the handicapped. Attempts will be made to accommodate any other individual needs for special services. Please contact St. Louis County Property Management (218-725-5085) early so necessary arrangements can be made.*

**COMMITTEE OF THE WHOLE**  
**ST. LOUIS COUNTY BOARD OF COMMISSIONERS**

Tuesday, June 4, 2013

Location: St. Louis County Courthouse, Duluth, Minnesota

Present: Commissioners Jewell, O'Neil, Stauber, Raukar, and Chair Dahlberg

Absent: Commissioners Forsman and Nelson

Convened: Chair Dahlberg called the meeting to order at 10:08 a.m.

Chair Dahlberg stated that Commissioners Mike Forsman and Keith Nelson were unable to attend today's Committee of the Whole meeting because they are in Washington D.C. attending to County business.

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**CONSENT AGENDA**

Raukar/Stauber moved to approve the consent agenda. The motion passed. (5-0)

- Minutes of May 28, 2013
- Purchase of Wheeled Excavator [13-217]
- Abatement List for Board Approval [13-218]
- Litigation Settlement Authority Extended to Safety & Risk Management [13-219]

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**REGULAR AGENDA**

**Public Works & Transportation**

Raukar/Stauber moved, pursuant to Minn. Stat. Chapter 163.02 et.al. authorizing the County Attorney to proceed under Minn. Stat. Chapter 117.02 et. al., to acquire the remaining necessary highway right of way by condemnation proceedings for County Project 177718, replace County Bridge 81 and reconstruct a portion of CSAH 10/Strand Road in Lakewood Township [13-220]. The motion passed. (5-0)

Stauber/Jewell moved to award a bid to Asphalt Surface Technologies Corp. a/k/a ASTECH Corp., of St. Cloud, MN, in the amount of \$381,271.84 for project SAP 69-648-028, CP 0048-189420, Crack Seal, Chip Seal, Micro Surfacing in Canosia Township [13-221].

Commissioner Dahlberg requested that Administration inform the board as to why there was only one bid on this project. The motion passed. (5-0)

Stauber/Raukar moved to award a bid to Veit & Co., Inc., of Duluth, MN, in the amount of \$174,894.00 for project SAP 69-598-041, CP 0284-177705 (Storm), Approach Grading,

Bituminous Paving and Bridge 69J97 and Approaches on CR 284/Ugstad Road in the city of Proctor [13-221]. The motion passed. (5-0)

Stauber/O'Neil moved to establish a no parking zone on both sides of County State Aid Highway 6/Maple Grove Road from Stebner Road to the entrance of Stebner Park in Hermantown, MN [13-222]. The motion passed. (5-0)

### **Finance & Budget**

Raukar/Dahlberg moved to authorize a project change order for the Virginia Courthouse remodel and addition project in the amount of \$52,278.06 to Max Gray Construction, Hibbing, MN. [13-223]. The motion passed. (5-0)

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## **COMMISSIONER DISCUSSION ITEMS**

Commissioner Raukar discussed the 8<sup>th</sup> Annual Grandma's Marathon Breakfast to honor the recipients of this year's Rudy Perpich Public Service award. The breakfast will be held on June 20, 2013, at 7:00 a.m. in the Viking Room at the Radisson Hotel in Duluth. Commissioner Raukar is unable to attend and offered his tickets to other Commissioners wishing to attend the event.

Commissioner Dahlberg asked that the public have patience with road projects and be cautious and safe when driving in construction zones.

Commissioner Jewell stated that there was \$2,000,000 of unexpected funding at the end of the legislative session that is going to flow to trails and the Haines Road project.

At 10:38 p.m., Raukar/O'Neil moved to adjourn the committee of the whole meeting. (5-0)

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Chris Dahlberg, Chair of the County Board

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Phil Chapman, Interim Clerk of the County Board

# BOARD LETTER NO. 13 - 224

## HEALTH AND HUMAN SERVICES COMMITTEE CONSENT NO. 1

### BOARD AGENDA NO.

**DATE:** June 11, 2013                      **RE:** Position Reallocation of  
Information Specialist II to  
Child Support Officer I

**FROM:** Kevin Z. Gray  
County Administrator

Ann Busche, Director  
Public Health and Human Services

#### **RELATED DEPARTMENT GOAL:**

Adults will be self-sufficient, providing for their own welfare and that of their children.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to reallocate an Information Specialist II to a Child Support Officer I position.

#### **BACKGROUND:**

When a vacancy occurs in the Public Health and Human Services (PHHS) Department, a review is done to determine if that position should be filled as is, or if it should be reallocated to a level more aligned with the needs of the department and the customers it serves. PHHS conducted this review when an Information Specialist II became vacant in the Child Support unit and determined that a reallocation to a Child Support Officer I would assist the Child Support Program in its work to help children receive the financial basic support, medical support, and child care support they deserve.

The St. Louis County Child Support Program serves approximately 12,000 cases per year. Of these cases, 68% are connected to Public Assistance Programs. Collections on these cases provide reimbursement of public assistance funds. With the Medical Assistance expansion scheduled to be in effect on January 1, 2014, it is estimated that between 286 and 1,144 new child support cases will be generated since any family receiving assistance must have their child support case handled through the appropriate county. To cover this increase in cases, the department is requesting that an Information Specialist II position be converted to a Child Support Officer I position to give better ability and flexibility in meeting program requirements.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize the reallocation of an Information Specialist II (Pay Grade 12) to a Child Support Officer I (Pay Grade 18) position in the Public Health and Human Services Department, to be accounted for in Fund 230, Agency 231009, Object 610100.

## **Reallocation of Information Specialist II to Child Support Officer I**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, When a vacancy occurs in the Public Health and Human Services Department (PHHS), a review is done to determine if that position should be filled as is, or if it should be reallocated to a level more aligned with the needs of the department and the customers it serves; and

WHEREAS, PHHS conducted a review when an Information Specialist II become vacant in the Child Support unit and determined that a reallocation to a Child Support Officer I would assist the Child Support Program in its work to help children receive the financial basic support, medical support, and child care support they deserve; and

WHEREAS, Because this reallocation is more than three pay grades, County Board approval is required;

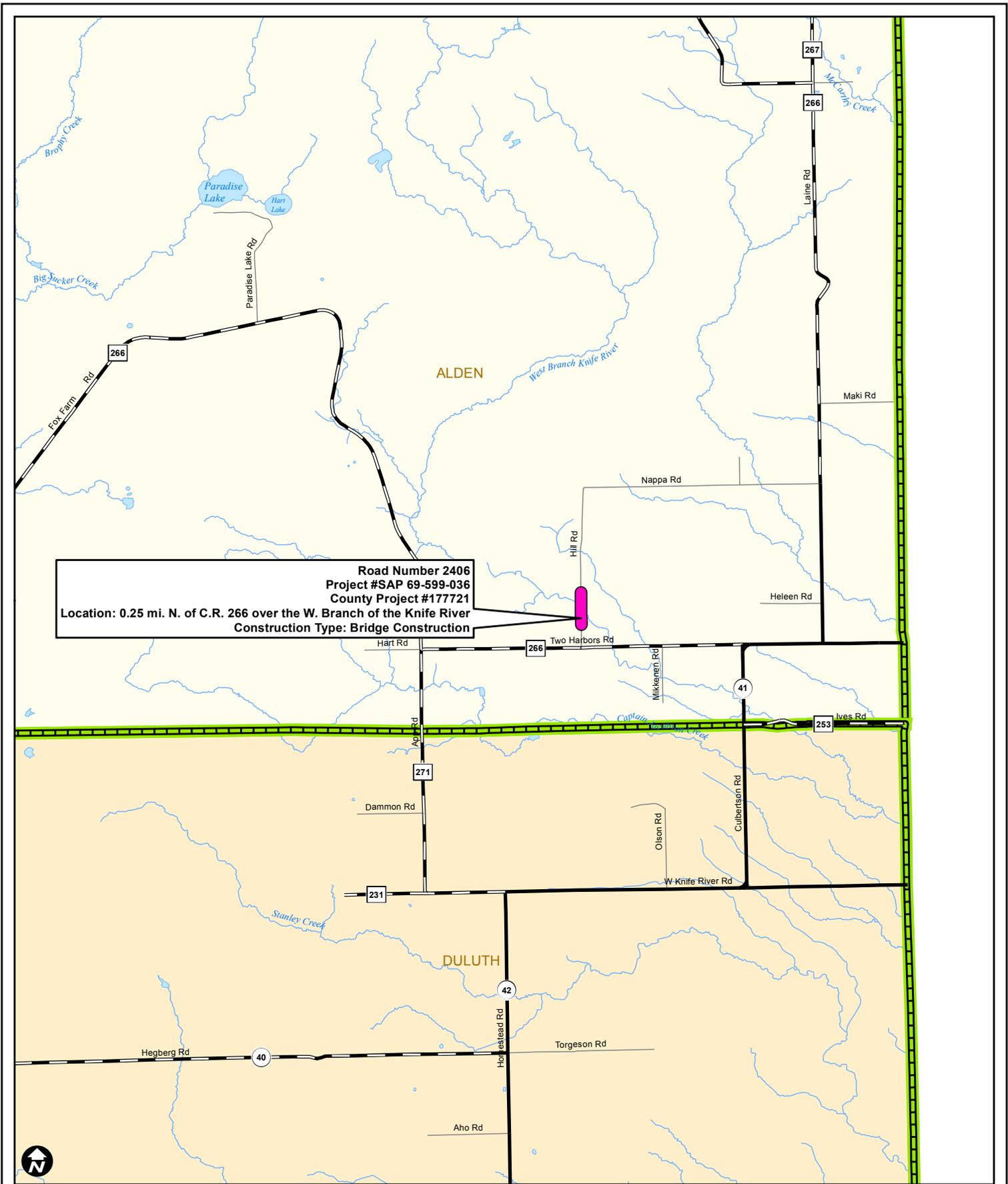
THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the reallocation of an Information Specialist II (Pay Grade 12) to a Child Support Officer I (Pay Grade 18) position in the Public Health and Human Services Department, to be accounted for in Fund 230, Agency 231009, Object 610100.



**Agreement with Alden Township for Replacement of Bridge 846**

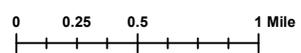
BY COMMISSIONER \_\_\_\_\_

RESOLVED, That the appropriate county officials are authorized to enter into an agreement with Alden Township whereby the county will provide engineering and construction services for reconstruction of Bridge 846 on Township Road 2406/Hill Road using Minnesota Department of Transportation Flood Bond Funds.



**Road Number 2406**  
**Project #SAP 69-599-036**  
**County Project #177721**  
**Location: 0.25 mi. N. of C.R. 266 over the W. Branch of the Knife River**  
**Construction Type: Bridge Construction**

St. Louis County 2013 Road & Bridge Construction



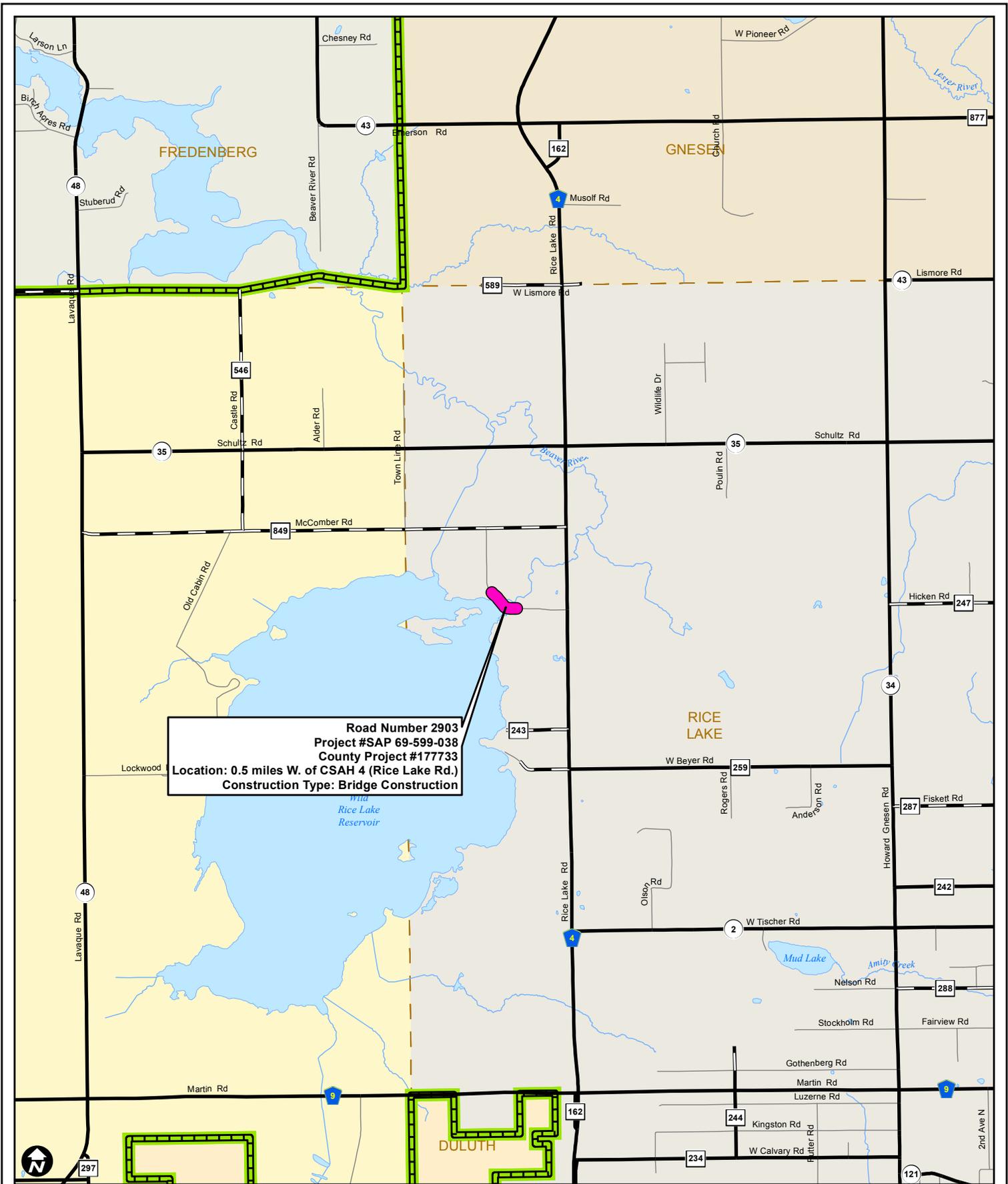
Map Components	
2013 Road & Bridge Construction	County/Unorg. Twp. Road - Paved
Bridge Construction	County/Unorg. Twp. Road - Gravel
Interstate Highway	Local Road/City Street
U.S./State Highway	Railroad
	Commissioner District
	Township Boundary
	City/Town
	Lake
	River/Stream



**Agreement with Rice Lake Township for Replacement of Bridge 300**

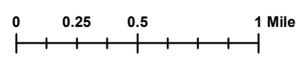
BY COMMISSIONER \_\_\_\_\_

RESOLVED, That the appropriate county officials are authorized to enter into an agreement with Rice Lake Township whereby the county will provide engineering and construction services for reconstruction of Bridge 300 on Township Road 2903 using Minnesota Department of Transportation Flood Bond Funds.



**Road Number 2903**  
**Project #SAP 69-599-038**  
**County Project #177733**  
**Location: 0.5 miles W. of CSAH 4 (Rice Lake Rd.)**  
**Construction Type: Bridge Construction**

St. Louis County 2013 Road & Bridge Construction



Map Components	
Bridge Construction	County/Unorg. Twp. Road - Paved
Interstate Highway	County/Unorg. Twp. Road - Gravel
U.S./State Highway	Local Road/City Street
Commissioner District	Railroad
Township Boundary	City/Town
	Lake
	River/Stream

# BOARD LETTER NO. 13 - 227

PUBLIC WORKS & TRANSPORTATION COMMITTEE  
CONSENT NO. 4

BOARD AGENDA NO.

**DATE:** June 11, 2013                      **RE:** Acceptance of Grant for the  
Replacement of Bridge 69A12  
(Biwabik Township)

**FROM:** Kevin Z. Gray  
County Administrator

James T. Foldesi  
Public Works Director/Highway Engineer

**RELATED DEPARTMENT GOAL:**

Provide a safe, well maintained road and bridge system.

**ACTION REQUESTED:**

The St. Louis County Board is requested to authorize an agreement accepting a Minnesota State Transportation Fund grant and committing to the use of State Aid funds to pay for that portion of the cost of replacing State Bridge 69A12 on County State Aid Highway 97 in Biwabik Township which exceeds the grant amount.

**BACKGROUND:**

On May 14, 2013 the County Board awarded County Project 0097-9589 for the replacement of State Bridge 69A12 in Biwabik Township to Redstone Construction Co., Inc. of Mora, MN in the amount of \$580,515.11. On May 8, 2013 a Minnesota State Transportation Fund grant for the project was approved based on the bid amount. The grant of \$467,025.61 will offset State Aid Funds which were anticipated for this project.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize agreements with the Minnesota Department of Transportation which accept transportation grant funds and commit to the use of State Aid funds for costs of County Project 0097-9589 which exceed the grant amount.

**Acceptance of Grant for the Replacement of Bridge 69A12 (Biwabik Township)**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, St. Louis County has applied to the Minnesota Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for the construction of project SAP 69-697-005, State Bridge 69A12 on County State Aid Highway 97 in Biwabik Township, Minnesota; and

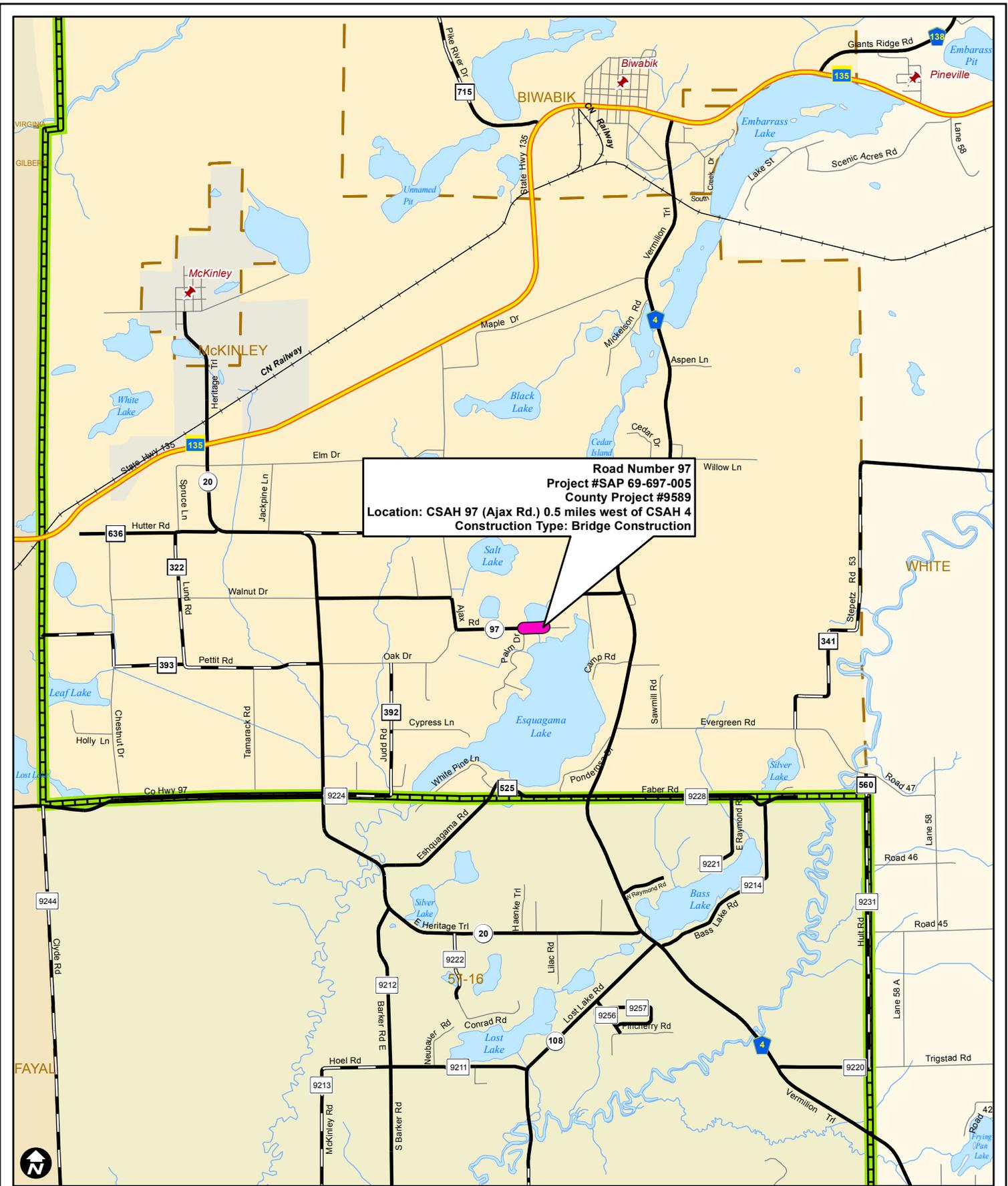
WHEREAS, The Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, The amount of the grant has been determined to be \$467,025.61;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board agrees to the terms and conditions of the grant consistent with Minn. Stat., Section 174.50, Subd. 5, (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required;

RESOLVED FURTHER, That the appropriate county officials are authorized to execute an agreement with the Minnesota Commissioner of Transportation for this grant.

Fund 29 Bridge Bond Funds	\$467,025.61
SLC State Aid Funds	\$113,489.50
Total Project:	\$580,515.11

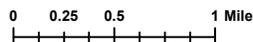


**Road Number 97**  
**Project #SAP 69-697-005**  
**County Project #9589**  
**Location: CSAH 97 (Ajax Rd.) 0.5 miles west of CSAH 4**  
**Construction Type: Bridge Construction**

St. Louis County 2013 Road & Bridge Construction

**Map Components**

Bridge Construction	County/Unorg. Twp. Road - Paved	Township Boundary
Interstate Highway	County/Unorg. Twp. Road - Gravel	City/Town
U.S./State Highway	Local Road/City Street	Lake
Railroad	Commissioner District	River/Stream



# BOARD LETTER NO. 13 - 228

## PUBLIC WORKS & TRANSPORTATION COMMITTEE CONSENT NO. 5

### BOARD AGENDA NO.

**DATE:** June 11, 2013                      **RE:** Acceptance of Grant for  
Replacement of Bridge 69K01  
(Embarrass Township)

**FROM:** Kevin Z. Gray  
County Administrator

James T. Foldesi  
Public Works Director/Highway Engineer

**RELATED DEPARTMENT GOAL:**

Provide a safe, well maintained road and bridge system.

**ACTION REQUESTED:**

The St. Louis County Board is requested to authorize an agreement accepting a Minnesota State Transportation Fund grant and committing to the use of local funds to pay for that portion of the cost of replacing Bridge 69K01 on County State Aid Highway 21 in Embarrass Township which exceeds the grant amount.

**BACKGROUND:**

On May 7, 2013 the County Board awarded County Project 0021-139644 for the replacement of State Bridge 69K01 in Embarrass Township to KGM Contractors, Inc. of Angora, MN in the amount of \$473,560.35. On May 17, 2013 a Minnesota State Transportation Fund grant for the project was approved based on the bid amount. The grant of \$339,677.11 will offset State Aid Funds which were anticipated for this project.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize agreements with the Minnesota Department of Transportation which accept transportation grant funds and commit to the use of State Aid funds for costs of County Project 0021-139644 which exceed the grant amount.

**Acceptance of Grant for Replacement of Bridge 69K01 (Embarrass Township)**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, St. Louis County has applied to the Minnesota Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for the construction of project SAP 69-621-033, State Bridge 69K01 on County State Aid Highway 21 in Embarrass Township, Minnesota; and

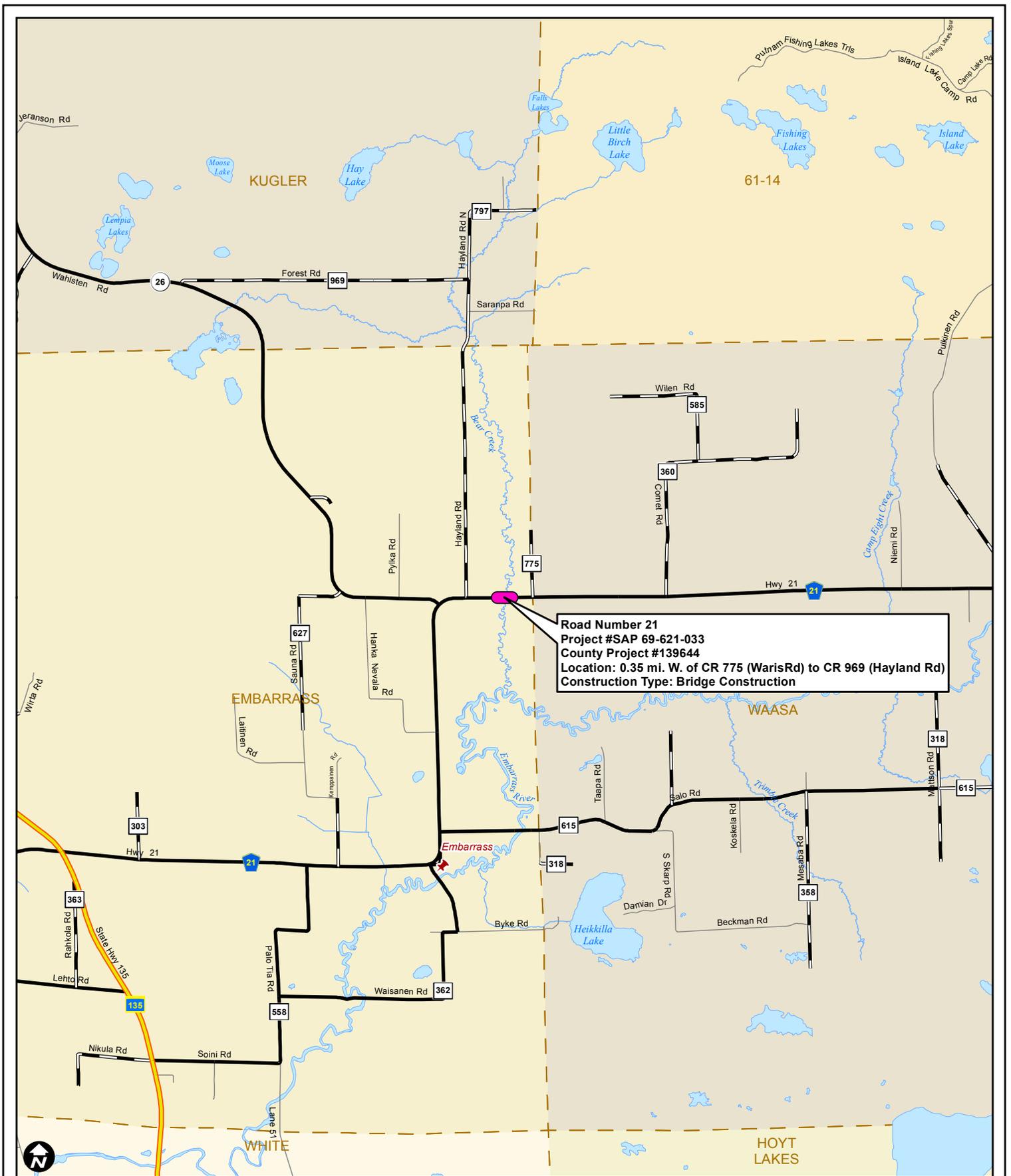
WHEREAS, The Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, The amount of the grant has been determined to be \$339,677.11;

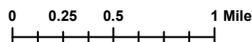
THEREFORE, BE IT RESOLVED, That the St. Louis County Board agrees to the terms and conditions of the grant consistent with Minn. Stat., Section 174.50, Subd. 5, (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required;

RESOLVED FURTHER, That the appropriate county officials are authorized to execute an agreement with the Minnesota Commissioner of Transportation for this grant.

Fund 29 Bridge Bond Funds	\$339,677.11
SLC State Aid Funds	\$133,883.24
Total Project:	\$473,560.35



St. Louis County 2013 Road & Bridge Construction



**Map Components**

**2013 Road & Bridge Construction**

- Bridge Construction
- Interstate Highway
- U.S./State Highway

- County/Unorg. Twp. Road - Paved
- County/Unorg. Twp. Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District

- Township Boundary
- City/Town
- Lake
- River/Stream

# BOARD LETTER NO. 13 - 229

## CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE CONSENT NO. 6

BOARD AGENDA NO.

**DATE:** June 11, 2013

**RE:** 2013 Civil Service Supervisory  
Four Day Work Week  
Supplemental Labor  
Agreement (Virginia Sign  
Division)

**FROM:** Kevin Z. Gray  
County Administrator

James T. Foldesi  
Public Works Director/Highway Engineer

James R. Gottschald, Director  
Human Resources

### **RELATED DEPARTMENT GOAL:**

To assist the county to meet and negotiate with bargaining units and reduce the negotiations to a written agreement.

### **ACTION REQUESTED:**

It is requested that the St. Louis County Board authorize execution of an alternative four day work week Supplemental Labor Agreement with the Civil Service Supervisory Unit.

### **BACKGROUND:**

The Public Works Department seeks to implement a four day work week schedule beginning June 29, 2013 through September 27, 2013. This schedule would apply to one Civil Service Supervisory employee assigned to the Virginia Sign Division. Implementing a compressed work week schedule will increase employee productivity and efficiency by reducing time required to mobilize and transport equipment to and from work sites throughout northern St. Louis County.

The supplemental labor agreement modifies the existing five day work week to a four day work week that consists of four 10 hour days. While it is anticipated that the work week will normally be Monday through Thursday, the agreement also allows for an alternate Tuesday through Friday schedule with a 48 hour notice period from the employer. The employer may also add a fifth work day if needed.

Employees who use leave time are required to use the same number of accrued leave hours as the number of duty hours during which the employee was scheduled to be at work.

Overtime at time and one half will be paid for hours worked in excess of 10 hours in a day, or 40 hours in a work week. As provided in the current collective bargaining agreement, employees shall be paid two times their regular rate of pay for all consecutive hours worked in excess of eleven hours per work day.

When a holiday falls on a normally scheduled work day (for which the employee does not work), the employee will be paid for eight (8) hours of holiday pay. If the employee does not accrue the normal 40 hours in a work week as a result of a holiday, the employee may supplement "hours worked" in the work week by using compensatory time, vacation time or personal leave.

This four day work week schedule is being viewed by the Public Works Department as a way to test the extent to which such compressed schedules might offer value to the larger maintenance functions in the future. Both the union and the employer retain the right to cancel this supplemental labor agreement with a four (4) working day notice.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve the 2013 four day work week supplemental labor agreement applicable to one Civil Service Supervisory employee in the Public Works Department, Virginia Sign Division.

**2013 Civil Service Supervisory Four Day Work Week Supplemental Labor Agreement (Virginia Sign Division)**

BY COMMISSIONER \_\_\_\_\_

RESOLVED, That the 2013 Civil Service Supervisory four day work week supplemental labor agreement applicable to the Public Works Department, Virginia Sign Division is approved, and the appropriate county officials are authorized to execute the supplemental labor agreement, a copy of which is on file in County Board File No.

\_\_\_\_\_.

# BOARD LETTER NO. 13 - 230

## CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE CONSENT NO. 7

BOARD AGENDA NO.

**DATE:** June 11, 2013                      **RE:** 2013 Teamsters Four Day Work  
Week Supplemental Labor  
Agreement (Virginia Sign  
Division)

**FROM:** Kevin Z. Gray  
County Administrator

James T. Foldesi  
Public Works Director/Highway Engineer

James R. Gottschald, Director  
Human Resources

### **RELATED DEPARTMENT GOAL:**

To assist the county to meet and negotiate with bargaining units and reduce the negotiations to a written agreement.

### **ACTION REQUESTED:**

It is requested that the St. Louis County Board authorize execution of an alternative four day work week supplemental labor agreement with the Teamsters Local 320 bargaining unit, which represents the Public Works Department Maintenance Division employees.

### **BACKGROUND:**

The Public Works Department seeks to implement a four day work week schedule beginning June 29, 2013 through September 27, 2013. This schedule would apply to the three Teamsters employees currently assigned to the Virginia Sign Division. Implementing a compressed work week schedule will increase employee productivity and efficiency by reducing time required to mobilize and transport equipment to and from work sites throughout northern St. Louis County.

The supplemental labor agreement modifies the existing five day work week to a four day work week that consists of three 10 hour days followed by one 7.5 hour day. While it is anticipated that the work week will normally be Monday through Thursday, the agreement also allows for an alternate Tuesday through Friday schedule with 48 hours prior notice from the employer. The employer may also add a fifth work day if needed.

Employees who use leave time are required to use the same number of accrued leave hours as the number of duty hours during which the employee was scheduled to be at work. Employees will continue to receive seven and one half (7 ½) hours of holiday pay, regardless of which day of the week a holiday falls, which is consistent with current practices.

Overtime is payable at time and one-half for hours worked in excess of 10 hours in a day and 37.5 in a work week. As provided in the current collective bargaining agreement, employees shall be paid two times their regular rate of pay for all consecutive hours worked in excess of eleven hours per work day.

This four day work week schedule is being viewed by the Public Works Department as a way to test the extent to which such compressed schedules might offer value to the larger maintenance functions in the future. Both the union and the employer retain the right to cancel this supplemental labor agreement with a four (4) working day notice.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve the 2013 four day work week supplemental labor agreement applicable to Teamsters employees in the Public Works Department, Virginia Sign Division.

**2013 Teamsters Four Day Work Week Supplemental Labor Agreement  
(Virginia Sign Division)**

BY COMMISSIONER \_\_\_\_\_

RESOLVED, That the 2013 Teamsters four day work week applicable to the Public Works Department, Virginia Sign Division is approved, and the appropriate county officials are authorized to execute the supplemental labor agreement, a copy of which is on file in County Board File No. \_\_\_\_\_.

# BOARD LETTER NO. 13 – 231

PUBLIC SAFETY & CORRECTIONS COMMITTEE

CONSENT NO. 8

BOARD AGENDA NO.

**DATE:** June 11, 2013

**RE:** Authorization to Expend 2010  
ARMER Integration Grant  
Funds

**FROM:** Kevin Z. Gray  
County Administrator

Ross Litman  
Sheriff

**RELATED DEPARTMENT GOAL:**

To enhance public safety.

**ACTION REQUESTED:**

The St. Louis County Board is requested to authorize the expenditure from the 2010 Allied Radio Matrix for Emergency Response (ARMER) Integration grant, for the purchase of two Aeroflex 3920 digital radio test sets.

**BACKGROUND:**

On August 10, 2011, St. Louis County received an ARMER Integration Grant from the Minnesota Department of Public Safety, Emergency Communication Networks Division, for the Northeast Regional Radio Board to switch to ARMER. On July 5, 2011 the St. Louis County Board authorized the application and acceptance of this grant by Resolution No.11-379.

The ARMER Integration Grant expires June 30, 2013. The Sheriff's Office is requesting permission to purchase two Aeroflex digital radio test sets to be used to test and maintain all ARMER radios and infrastructure. Aeroflex Wichita, Inc. of Wichita, KS, is the only vendor that makes this particular digital radio test set. The purchase price is \$105,785 plus \$7,272.72 use tax, for a total amount of \$113,057.72.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize expenditure of the 2010 ARMER Integration Grant in the amount of \$113,057.72 for purchase of two Aeroflex 3920 digital radio test sets from Aeroflex Wichita, Inc., Wichita, KS, to be accounted for in Fund 100, Agency 136999, Object 665900, Grant 13603, Year 2010.

## Authorization to Expend 2010 ARMER Integration Grant Funds

BY COMMISSIONER \_\_\_\_\_

WHEREAS, The Minnesota Department of Public Safety, Division of Emergency Communication Networks, has made funding available to the Northeast Regional Radio Board under the FY 2010 Allied Radio Matrix for Emergency Response (ARMER) Integration Grant; and

WHEREAS, The ARMER Integration Grant expires June 30, 2013, and the Sheriff's Office would like to purchase two Aeroflex digital radio test sets to be used to test and maintain all ARMER radios and infrastructure; and

WHEREAS, Aeroflex Wichita, Inc. of Wichita, KS, is the only vendor that makes this particular digital radio test set;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the purchase of two Aeroflex 3920 digital radio test sets from Aeroflex Wichita, Inc., Wichita, KS, in the amount of \$105,785 plus \$7,272.72 use tax, for a total amount of \$113,057.72, to be accounted for in Fund 100 Agency 136999 Grant 13603;

RESOLVED FURTHER, That the St. Louis County Board authorizes the appropriate county officials to sign any associated contract documents.

# BOARD LETTER NO. 13 – 232

## PUBLIC SAFETY & CORRECTIONS COMMITTEE CONSENT NO. 9

### BOARD AGENDA NO.

**DATE:** June 11, 2013

**RE:** Master Addressing Repository  
Interfaces

**FROM:** Kevin Z. Gray  
County Administrator

Ross Litman  
Sheriff

#### **RELATED DEPARTMENT GOAL:**

To enhance public safety.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to enter into a contract with CourtView Justice Solutions to build system interfaces to the newly created Master Addressing Repository.

#### **BACKGROUND:**

On December 21, 2010, the St. Louis County Board adopted Resolution No. 10-598, authorizing the creation of the Master Addressing Repository (MAR) by Spatial Focus. In May 2013, Spatial Focus completed its work on the MAR project.

The final phase of the project is for Courtview Justice Solutions to build the appropriate interfaces from current data systems to the MAR. The remaining work has been broken into four components. The first is an Address Validation Interface from the Sheriff's Records Management System (SHIELD) to the MAR. The second is a tool utilizing the MAR to accomplish address cleanup services in SHIELD. The third integrates the MAR into current SHIELD Interfaces with other legacy data systems. The final component develops an Interface for SHIELD from the Computer Aided Dispatch (CAD) system and 911 data since CAD is using MAR currently.

These final interface components of the MAR project will allow full benefit of the newly developed MAR. All systems will be populated with accurate addressing data allowing for accurate and timely entries, search capabilities, and agency interoperability and will greatly enhance public safety in St. Louis County.

Courtview Justice Solutions has agreed to develop the final four interfaces for a cost of \$117,660. A variety of funding sources have been identified to complete these components. The City of Duluth has been approached about assisting with funding for the address cleanup in SHIELD, so the amount of funding needed may change.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize contracts with Courtview Justice Solutions for the interfaces needed to complete the Master Addressing project. Funding from the following sources will be transferred into the Sheriff's budget (Fund 100, Agency 113006, Object 69900) as follows:

Recorder Technology Reserve:	\$30,000	Fund 100, Object 311014
E911:	\$24,360	Fund 179, Agency 179001, Object 629900
Technology Reserve:	\$63,300	Fund 100 Object 311139

## Master Addressing Repository Interfaces

BY COMMISSIONER \_\_\_\_\_

WHEREAS, On December 21, 2010, the St. Louis County Board adopted Resolution No. 10-598, authorizing the creation of the Master Addressing Repository (MAR) by Spatial Focus; and

WHEREAS, In May 2013, Spatial Focus finished its work on the Master Addressing Repository; and

WHEREAS, The final phase requires Courtview Justice System to build interfaces with current data systems to Master Addressing Repository for a cost of \$117,660;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes contracts with Courtview Justice Solutions for the interfaces needed to complete the Master Addressing project;

RESOLVED FURTHER, That funds for the project are to be transferred from the following accounts to the Sheriff's Office Fund 100, Agency 135006, Object 629900:

Recorder Technology Reserve:	\$30,000	Fund 100, Object 311014
E911:	\$24,360	Fund 179, Agency 179001, Object 629900
Technology Reserve:	\$63,300	Fund 100 Object 311139

RESOLVED FURTHER, That the St. Louis County Board authorizes the appropriate county officials to sign any associated contract documents.

# BOARD LETTER NO. 13 - 233

ENVIRONMENT & NATURAL RESOURCES COMMITTEE NO. 1

BOARD AGENDA NO.

**DATE:** June 11, 2013

**RE:** Termination of 2013 Funding  
Allocation for the North St.  
Louis Soil & Water  
Conservation District

**FROM:** Kevin Z. Gray  
County Administrator

**ACTION REQUESTED:**

The St. Louis County Board is requested to terminate the contract and further funding allocation to the North St. Louis Soil & Water Conservation District (NSWCD) for 2013.

**BACKGROUND:**

Commissioner Nelson has requested that the County Board consider terminating the contract and remaining funding allocation of \$25,000 to the North St. Louis Soil & Water Conservation District for 2013. As part of the Fiscal Year 2013 Budget Resolution No. 12-659, adopted December 11, 2012, \$50,000 was allocated to the NSWCD for its activities performed in northern St. Louis County.

The county has provided funding at various levels to the North and South SWCDs for many years, but in 2011 commissioners directed County Administration to begin a gradual reduction of annual allocations from \$60,000 each to a 2014 level of \$30,000. Continuing implementation of that plan required both SWCDs to receive \$40,000 in 2013, however, commissioners chose to keep the funding allocation at the 2012 level, which was \$50,000. Attached is a letter dated October 13, 2011, from Barb Hayden, Planning and Community Development Director, explaining the process for the reduced funding.

The 2013 contract currently in place with the North St. Louis Soil & Water Conservation District is attached. Commissioner Nelson has expressed his belief that the contract should be canceled due to its lack of performance in the following prescribed areas under "Contractor Responsibilities": (Attachment A): Lake & Stream Protection - No. 1; Combined Impacts of Development - No. 1, 3, & 5; Forestry & Wildlife - No. 1, 3, & 4; Agriculture and Groundwater - No. 1; and High Priority Erosion and Water Quality Problems - No. 1.

**RECOMMENDATION:**

Should commissioners wish to terminate the 2013 contract and further funding allocation to the North St. Louis Soil & Water Conservation District, a resolution accomplishing this is attached.

**Termination of 2013 Agreement with the  
North St. Louis Soil & Water Conservation District**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, The 2013 contract agreement between St. Louis County and the North St. Louis Soil & Water Conservation District provides termination language as follows; and

**17. TERMINATION**

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Contractor's default is excused by the County, the County may upon written notice immediately cancel the Agreement in its entirety.

WHEREAS, The St. Louis County Board has determined that the North St. Louis Soil & Water Conservation District has failed to perform the provisions of the agreement and has not administered the work to performance expectations as specified in the contract under "Contractor Responsibilities": (Attachment A), specifically identified as: Lake & Stream Protection - No. 1; Combined Impacts of Development - No. 1, 3, & 5; Forestry and Wildlife - No. 1, 3, & 4; Agriculture and Groundwater - No. 1; and High Priority Erosion and Water Quality Problems - No. 1.;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board hereby terminates the 2013 contract agreement between St. Louis County and the North St. Louis Soil & Water Conservation District, and directs that the Planning & Community Development Director provide written notice to the agency immediately;

RESOLVED FURTHER, That the remaining \$25,000 unexpended for 2013, be transferred from Object 590100, General Fund,100-109010 to Object 697600, Shoreline Sales Fund, 500-500001,



# Saint Louis County

Planning and Community Development Department • 100 Missabe Building, 227 West  
First Street • Duluth, MN 55802 • Phone: (218) 725-5000 • Fax: (218) 725-5029  
Toll Free in Minnesota: 1-800-450-9777 • [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)

**Barbara Hayden**  
Director

October 13, 2011

Ms. Margaret Pearson, Board Chair  
North St. Louis SWCD  
Northland Office Building  
307 1<sup>st</sup> St. South, Suite 114  
Virginia, MN 55792

Dear Ms. Pearson:

On September 13, 2011 the St. Louis County Board certified the proposed maximum levy for St. Louis County at 1.8% and approved the preliminary 2012 budget. The 2012 budget included a \$10,000 reduction in the North St. Louis Soil and Water Conservation District funding.

In response to state funding reductions, in 2010 the County Board began looking at reductions to outside agency funding. The Board established guidelines to reduce county funding over a three year period. Outside agency contracts were reduced or eliminated to several agencies in the 2011 budget. Beginning in 2012, the St. Louis County Board is proposing reductions to the St. Louis Soil and Water Conservation Districts. The proposed reductions to the North St. Louis Soil and Water Conservation District is \$10,000 for three years with funding levels at \$50,000 in 2012, \$40,000 in 2013, and \$30,000 in 2014.

While these are painful cuts, it is the intent of the Board to gradually make the reductions in order that the North St. Louis Soil and Water Conservation District can seek opportunities for other revenue sources and inter-agency efficiencies.

Please contact me with any questions. I appreciate your services to St. Louis County residents and look forward to working with you.

Sincerely,

Barbara Hayden  
Director

cc: Kevin Gray, County Administrator  
Paul Ojanen, North SWCD



**AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
ST. LOUIS COUNTY AND NORTH ST. LOUIS SOIL AND WATER  
CONSERVATION DISTRICT**

THIS AGREEMENT is made and entered into between the **COUNTY OF ST. LOUIS**, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "County," and North St. Louis Soil and Water Conservation District (SWCD) hereinafter referred to as "Contractor."

**WITNESSETH:**

WHEREAS, St. Louis County wishes to purchase the services of the Contractor to provide services as outlined in Attachment A; and

WHEREAS, the Contractor has the training, experience, and knowledge to provide this service; and,

WHEREAS, there are funds available for the purchase of this service.

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

**1. TERM OF SERVICE**

The Contractor agrees to perform services for the County during the period commencing January 1, 2013, and terminating December 31, 2013. This agreement may be renewed upon agreement of the County and Contractor for one year provided that Contractor has satisfactorily performed the services herein described. The payment for services may be adjusted upon the agreement of the County and Contractor. Failure to agree on payment shall prevent renewal of the contract.

**2. GOODS AND SERVICES TO BE PROVIDED**

As described in Attachment A

**3. PERSONNEL**

It is understood and agreed that Contractor will provide the services purchased hereunder unless otherwise approved by the County.

**4. RESPONSIBILITY OF THE COUNTY**

The County will review the SWCD's annual plan and report. Contractor shall supply the goods and perform services as described in Exhibit A at the location(s) identified by County. Contractor is solely responsible for its own transportation to and from the location where the services are to be performed. Contractor shall provide its own tools, if necessary, and shall report the results of its performance of this Agreement to County.

**5. COMPENSATION**

The County will pay Contractor up to **\$50,000** for services provided pursuant to this Agreement.

Reasonable necessary expenses, approved in advance by the County and consistent with the guidelines set by the St. Louis County Auditor, shall be reimbursable to Contractor by County and shall not count toward the maximum payment indicated above. If payment is requested for travel, no compensation shall be payable for the time spent in transit.

## **6. PAYMENT**

Contractor shall invoice the County on a semi-annual basis for services provided pursuant to this agreement. The County agrees to pay invoices within thirty (30) days of receipt and approval.

## **7. RECORDS AUDITING AND RETENTION**

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

## **8. OWNERSHIP OF DOCUMENTS**

All materials prepared or developed by Contractor or its employees or independent contractors, hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to St. Louis County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished to the Contractor by the County, be delivered to the County upon request, or in any event, upon the determination of final performance or termination of this Agreement.

## **9. INDEPENDENT CONTRACTOR**

At all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of St. Louis, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

Contractor acknowledges and agrees that no withholding or deduction for State or Federal income taxes, FICA, FUTA, or otherwise, will be made from the payments due Contractor and that it is Contractor's sole obligation to comply with the applicable provisions of all Federal and State tax laws;

Contractor shall at all times be free to exercise initiative, judgment and discretion as to how to best perform or provide services identified herein;

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

## **10. SUBCONTRACTING AND ASSIGNMENT**

The Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor assign this Agreement without the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all sub-contractors.

## **11. NON-DISCLOSURE OF INFORMATION OR DATA**

Pursuant to Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data

developed, maintained or reviewed by Contractor under this Agreement may be released to the public by Contractor or its employees or representatives.

It is further understood that Contractor shall not, unless otherwise authorized by County, disclose any information to the media or other third parties relating to the specific details of any documents, discussions, or meetings which may arise during the performance of services under this Agreement. All requests for data or information from third parties shall be directed to the County for response.

## **12. COMPLIANCE WITH NONDISCRIMINATION LAWS**

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

## **13. INDEMNIFICATION**

Contractor agrees to defend, indemnify and hold the County, its officers, employees and agents harmless from any liability, claims and damages, costs, judgments or expenses, including reasonable attorney's fees, which the County may hereafter sustain or be required to pay as a result of any act or omission on the part of the Contractor and its employees, agents, representatives, and sub-contractors, in the performance of the services provided under this agreement.

## **14. INSURANCE**

Contractor shall maintain, and provide proof of, insurance as required in Attachment B, attached hereto and incorporated herein by reference, for the duration of this Agreement.

## **15. PERFORMANCE AND PAYMENT BONDS**

If the amount of the contract is more than \$75,000, Contractor must give the County (1) a performance bond for the use and benefit of the County to complete the contract according to its terms, and conditioned on saving the County harmless from all costs and charges that may accrue on account of completing the specified work, and (2) a payment bond for the use and benefit of all persons furnishing labor and materials engaged under, or to perform the contract, conditioned for the payment, as they become due, of all just claims for the labor and materials. Reasonable attorneys' fees, costs, and disbursements may be awarded in an action to enforce claims under the act if the action is successfully maintained or successfully appealed. The penalty of each bond must not be less than the contract price. Minn. Statute §574.26.

## **16. MODIFICATIONS/ADDENDA**

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

## **17. TERMINATION**

A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Contractor's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.

B. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

C. Contractor shall be paid for actual work done to the date of termination. All documents completed by Contractor through the date of termination shall become the property of the County.

## 18. NOTICES/COMMUNICATIONS

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

### Contractor

Margaret Pearson  
SWCD Board Chair  
North St. Louis SWCD  
230 First Street South, Suite 104B  
Virginia MN 55792  
218-749-2000

### County

Barbara Hayden, Director  
St. Louis County Planning and  
Community Development  
227 West First Street, Suite 100  
Duluth, MN 55802  
(218) 725-5000

## 19. OTHER CONDITIONS

### A. Compliance with Laws/Standards

Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or the facilities, programs and staff for which contractor is responsible.

### B. Licenses

Contractor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by the Contract. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

### C. Minnesota Law to Govern

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota in the City of Duluth.

### D. Worker's Compensation Insurance

Contractor shall execute the Certification of Worker's Compensation Insurance attached as Attachment C.

## 20. WAIVER

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

**21. FINAL AGREEMENT**

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates written below.

**CONTRACTOR**  
**North St. Louis SWCD**

**COUNTY OF ST. LOUIS**

BY: \_\_\_\_\_  
Margaret Pearson  
SWCD Board Chair

Chris Dahlberg - Chair  
BY: Margaret Pearson  
Chair  
County Board of Commissioners

Date: 1-10-13

Date: 24 JAN 13

BY: Nancy Nelson  
Donald Dicklich - Deputy Auditor  
Auditor

Date: 1/28/13

APPROVED AS TO FORM & EXECUTION:

BY: [Signature]  
Thomas Stanley  
Assistant County Attorney

Date: 1-28-13

Damion #2012-7534

## ATTACHMENT A

### CONTRACTOR RESPONSIBILITIES

The Contractor will provide the following services related to the St. Louis County General Services Agreement:

#### Lake and Stream Protection

- Provide Technical, educational and financial assistance to install best management practices.
- Apply for and perform duties related to the Minnesota Lake Superior Coastal Program, Coastal Non-point Program Implementation Grant.
- Work on watershed protection and restoration projects.

#### Combined Impacts of Development

- Apply technical, educational and financial assistance that leads to the installation of BMPs that minimize the impacts of development.
- Complete gravel pit reclamation plans that emphasize restoring ecological integrity.
- Review construction erosion control and stormwater plans as requested.
- Explore opportunities to assist communities with erosion and sedimentation issues, including ordinance support.
- Conduct shoreline workshops for contractors and developers.

#### Forestry and Wildlife

- Apply technical, educational and financial assistance to install forestry BMPs that limit or correct non-point source pollution or improve forested land.
- Initiate District Tree Program that provides low cost trees for conservation and educational uses and programs.
- Apply technical, educational and financial assistance for wildlife habitat creation.
- Develop a district forestry plan.

#### Agriculture and Groundwater

- Provide technical, financial and educational assistance to install BMPs that protect ground water quality.
- Apply technical, financial and educational assistance to install BMPs that minimize non-point source pollution from agricultural operations. This includes utilizing CCLNS JPB #3 and NRCS engineering assistance. State cost-share and USDA programs will be utilized.
- Provide agricultural BMP revolving loan funds for animal waste practices and equipment.

#### High Priority Erosion and Water Quality Problems

- Outreach efforts will be utilized to identify and to find landowners interested in correcting erosion and water quality problems. The SWCD may utilize cost-share funds to correct these problems.

#### Administration

- Ensure efficient administration and fiscal management of SWCD operations.
- Conduct District Board meetings on a monthly basis or as needed.
- E-link progress reporting through the Board of Water and Soil Resources.
- Prepare 2013 Annual Plan.

The contractor will provide the following reports by March 1, 2014 related to this St. Louis County General Services Agreement:

- 2013 Annual Report, detailing major activities and impact of these activities.
- 2013 Financial Report, detailing all funding sources.

## ATTACHMENT B

### ST. LOUIS COUNTY PURCHASING DEPARTMENT INSURANCE REQUIREMENTS FOR BIDDERS/CONTRACTORS

The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for each policy must be on file with the St. Louis County Purchasing Department within 10 days of execution of this contract and prior to commencement of any work under this contract. Each certificate must include a 10 day notice of cancellation, nonrenewal, or material change to all named and additional insureds.

The County reserves the right to rescind any contract not in compliance with these requirements and retains all rights thereafter to pursue any legal remedies against the successful bidder. All insurance policies shall be open to inspection by the County, and copies of policies shall be submitted to the County upon written request. All subcontractors shall provide evidence of similar coverage.

**1. General Liability Insurance**

\$500,000 for claims for wrongful death and each claimant for other claims;  
\$1,500,000 each occurrence for claims;  
No Less Than \$2,000,000 Aggregate Coverage.

Policy shall include at least premises, operations, completed operations, independent contractors and subcontractors, and contractual liability and environmental liability.

St. Louis County must be named additional insured.

**2. Business Automobile Liability Insurance**

\$500,000 for claims for wrongful death and each claimant for other claims;  
\$1,500,000 each occurrence for;  
No Less Than \$2,000,000 Aggregate Coverage.

Must cover owned, non-owned and hired vehicles.

**3. Workers' Compensation**

Per statutory requirements. Certificate of Compliance must be executed and filed with St. Louis County.

**4. Indemnification Clause**

Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless St. Louis County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incidental to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of the Contract keep in force policies of insurance as required herein.

This provision is not intended to create any cause of action in favor of any third party against the Contractor of the County or to enlarge in any way the Contractor's liability, but it is intended solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from the Contractor's or the Contractor's agents' performance hereunder.

ATTACHMENT C

CERTIFICATION OF COMPLIANCE WITH  
MINNESOTA WORKERS COMPENSATION LAW  
Minn. Stat. ' 176.182

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. In addition, the County shall not be bound by a contract for the doing of any public work before receiving acceptable evidence of compliance with workers compensation insurance coverage requirements. Furthermore, if this information is not provided or is falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company Name: mn Counties Intergovernmental Trust (Not the insurance agency)  
Policy No: WC 680013 & PC 680013  
Dates of Coverage: 1/1/2013 - 12/31/2013

OR

Applicant is not required to have workers compensation liability coverage because: (check one)

- Applicant has no employees;
- Applicant is self-insured (include a copy of your permit to self-insure);
- Applicant has no employees who are covered by workers compensation;

OR

Certificate of Insurance is attached.

**GRANTEE/CONTRACTOR (signature required):**

By: Connie Olson OFFICE ADMINISTRATOR  
Date: 1-10-2013



As part of the his Land and Minerals Department responsibilities, Director Weber will continue to focus on key initiatives on the areas of forest and minerals management, as well as work more closely with the Planning and Community Development Director to integrate a community development perspective in dealing with tax-forfeited properties, integrate and expand the use of technology and geographical information systems (GIS) in business operations, maximize our property tax base, and to further explore county and other state and federal funding sources available to rehabilitate or remove blighted properties and further develop community partnerships.

The position was advertised with a starting salary consistent with the Management Compensation Plan (Grade 27). All other benefits will be provided consistent with the Management Compensation Plan as well.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board appoint Mark J. Weber as Land and Minerals Director effective June 24, 2013 at an annual salary rate of \$90,285 (Pay Grade 27/Step 4 of the 2011 St. Louis County Management Compensation Plan), payable from Fund 240, Agency 241001.

## Land and Minerals Director Appointment

BY COMMISSIONER \_\_\_\_\_

RESOLVED, That the St. Louis County Board appoints Mark J. Weber as the St. Louis County Land and Minerals Director effective June 24, 2013, at the annual salary rate of \$90,285 (Grade 27/Step 4 of the 2011 St. Louis County Management Compensation Plan) with benefits as provided by the Management Compensation Plan, payable from Fund 240, Agency 241001.

# BOARD LETTER NO. 13 – 235

## CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 2

BOARD AGENDA NO.

**DATE:** June 11, 2013

**RE:** Minnesota State Auditor  
Performance Measurement  
Program, 2013 Report

**FROM:** Kevin Z. Gray  
County Administrator

Donald Dicklich  
County Auditor

### **RELATED DEPARTMENT GOAL:**

To exercise responsible stewardship of county resources, to manage the overall county budget; and make budget recommendations to the County Board.

### **ACTION REQUESTED:**

The St. Louis County Board is requested to certify that it has adopted and implemented ten performance measures developed by the Council on Local Results and Innovation (Council) and that the county is implementing a local performance measurement system that will meet the requirements developed by the Council.

In addition, the County Board is requested to certify specific performance measurement-related actions, including the reporting of ten adopted measures to its residents and that a survey will be completed by year-end on the services included in these performance benchmarks.

### **BACKGROUND:**

In 2010, the Legislature created the Council on Local Results and Innovation. In February 2011, the Council released a standard set of ten performance measures for counties and ten performance measures for cities that will aid residents, taxpayers, and state and local officials in determining the efficacy of counties and cities in providing services, and measure residents' opinions of those services. In February of 2012, the Council created a framework for a comprehensive performance measurement system for cities and counties to implement in 2012. Cities and counties that choose to participate in the new standards measure program may be eligible for a reimbursement in Local Government Aid, and exemption from levy limits (if applicable). This framework

and suggested measures in core service categories were further updated in January of 2013.

Participation in the Minnesota State Auditor's Performance Measures Program is voluntary. However, St. Louis County is well positioned to participate by virtue of its continued efforts in performance measurement and citizen surveys. Counties that chose to participate were required to adopt the measures by July 1 of each year (see County Board Resolutions No. 11-358 and 12-343). St. Louis County receives an annual payment of \$25,000 from the Performance Measurement State Aid category for participation in this program.

Counties must file a report with the Office of the State Auditor by **July 1, 2013**. To be eligible to continue in this voluntary program and receive the Performance Measurement State Aid, the County Board must certify the following requirements have been met:

- The county has adopted and implemented ten of the performance measures, as developed by the Council on Local Results and Innovation, and
- Developed a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes.

The 2013 report will be presented to the County Board at the June 11, 2013 Committee of the Whole meeting.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board adopt the "Model Performance Measures for Counties" and program requirements, as identified in the Minnesota State Auditor's Performance Measure Program and submit the 2013 St. Louis County Performance Measures Report.

## Minnesota State Auditor Performance Measurement Program

BY COMMISSIONER \_\_\_\_\_

WHEREAS, Benefits to St. Louis County for participation in the Minnesota Council on Local Results and Innovation comprehensive performance measurement program are outlined in Minn. Stat. § 6.91 and include eligibility for a reimbursement as set by State statute; and

WHEREAS, Any city/county participating in the comprehensive performance measurement program is also exempt from levy limits for taxes, if levy limits are in effect; and

WHEREAS, The St. Louis County Board has adopted and implemented ten of the performance measures, as developed by the Council on Local Results and Innovation, and a system to use this information to help plan, budget, manage and evaluate programs and processes for optimal future outcomes; and

THEREFORE, BE RESOLVED, That St. Louis County will continue to report the results of the performance measures to its citizenry by the end of the year through publication, direct mailing, posting on the city's/county's website, or through a public hearing at which the budget and levy will be discussed and public input allowed;

RESOLVED FURTHER, That the St. Louis County Board approves submission of the 2013 St. Louis County Performance Measures Report found in County Board File No. \_\_\_\_\_.



*Resolution*  
*of the*  
**Board of County Commissioners**  
**St. Louis County, Minnesota**  
*Adopted on: June 28, 2011 Resolution No. 358*  
*Offered by Commissioner: Raukar*

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**Minnesota State Auditor Performance Measurement Program**

WHEREAS, the Minnesota State Auditor has developed a Performance Measurement Program that is voluntary for counties and cities; and

WHEREAS, St. Louis County has been actively tracking similar performance data for a number of years; and

WHEREAS, there are direct financial impacts for participation in this program; and

WHEREAS, early participation in this program will position the county to be better prepared for enhanced or expanded performance measurement initiatives from the State; and

WHEREAS, transitioning to an outcomes-based system of program evaluation is in the best interest of every Minnesota citizen and local government that desires to maximize public resources and enhance the quality of life in their communities to the fullest extent possible.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board adopts the Minnesota State Auditor's Performance Measurement Program "Model Performance Measures for Counties" found in County Board File No. 59276.

Commissioner Raukar moved the adoption of the Resolution and it was declared adopted upon the following vote:  
Yeas – Commissioners Jewell, Dahlberg, Forsman, Sweeney, Nelson, Raukar and Chair O'Neil - 7  
Nays – None

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STATE OF MINNESOTA  
Office of County Auditor, ss.  
County of St. Louis

I, DONALD DICKLICH, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 28<sup>th</sup> day of June, A.D. 2011, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 28<sup>th</sup> day of June, A.D., 2011.

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor/Clerk of the County Board



*Resolution*  
*of the*  
***Board of County Commissioners***  
*St. Louis County, Minnesota*  
*Adopted on: June 12, 2012 Resolution No. 12-343*  
*Offered by Commissioner: Sweeney*

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**Minnesota State Auditor Performance Measurement Program, 2012 Report**

WHEREAS, the Minnesota State Auditor has developed a Performance Measurement Program that is voluntary for counties and cities and St. Louis County participated in 2010/2011; and

WHEREAS, St. Louis County has been actively tracking similar performance data for a number of years as part of its performance measurement system; and

WHEREAS, there are direct financial impacts for participation in this program; and

WHEREAS, early participation in this program will position the county to be better prepared for enhanced or expanded performance measurement initiatives from the state; and

WHEREAS, transitioning to an outcomes-based system of program evaluation is in the best interest of every Minnesota citizen and local government that desires to maximize public resources and enhance the quality of life in their communities to the fullest extent possible.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board adopts the Minnesota State Auditor's Performance Measurement Program "Model Performance Measures for Counties" and other program requirements as specified:

- St. Louis County has implemented and will continue to review its performance measurement system to ensure it meets the system requirements developed by the Council on Local Results and Innovation;
- St. Louis County has and will continue to report the results of its performance measures to residents; and
- St. Louis County will continue to survey its residents to obtain relevant data for these measures.

RESOLVED FURTHER, that the St. Louis County Board approves submission of the 2011 St. Louis County Performance Measures Report found in County Board File No. 59478.

Commissioner Sweeney moved the adoption of the Resolution and it was declared adopted upon the following vote:  
Yeas – Commissioners Jewell, O'Neil, Dahlberg, Forsman, Sweeney, and Chair Nelson – 6  
Nays – None  
Absent – Commissioner Raukar – 1

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STATE OF MINNESOTA  
Office of County Auditor, ss.  
County of St. Louis

I, DONALD DICKLICH, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 12<sup>th</sup> day of June, A.D. 2012, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 12<sup>th</sup> day of June, A.D., 2012.

DONALD DICKLICH, COUNTY AUDITOR

By

Deputy Auditor/Clerk of the County Board