



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

**January 13, 2015**

**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 January 6, 2015**

**Environment & Natural Resources Committee, Commissioner Rukavina, Chair**

1. Cancellation of Contract for Purchase of State Tax Forfeited Land – Ceannaideach [15-14]

**Finance & Budget Committee, Commissioner Nelson, Chair**

2. Amendment to Professional Services Agreement for Horticulture/Educational Activities [15-15]
3. Amendment to Professional Services Agreement for Agriculture and Environment Education [15-16]
4. Uniform Rental, Mat Rental and Laundry Services [15-17]

**Public Works & Transportation, Commissioner Raukar, Chair**

5. Cooperative Agreement with MnDOT for Pedestrian and Road Improvements on CSAH 23 (Orr) [15-19]

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**TIME SPECIFIC PRESENTATION:**

**11:00 a.m. Bond Refunding Update: Terri Heaton, Springsted Incorporated**

**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.*

**Finance & Budget Committee, Commissioner Nelson, Chair**

1. **Parking Lot Purchase – Downtown Duluth [15-18]**  
Resolution authorizing the purchase of property near the Government Services Center in Duluth for employee contract parking.

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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:**

**January 27, 2015** Mesabi Station, 111 Station 44 Road, Eveleth, MN  
**February 3, 2015** St. Louis County Courthouse, Duluth, MN  
**February 10, 2015** Solway Town Hall, 4029 Munger Shaw Road, Cloquet, MN

**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, January 6, 2015

Location: St. Louis County Courthouse, Duluth, Minnesota

Present: Commissioners Jewell, Boyle, Dahlberg, Rukavina, Nelson, Raukar, and Chair Stauber

Absent: None

Convened: Chair Stauber called the meeting to order at 11:32 a.m.

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## CONSENT AGENDA

Commissioner Dahlberg stepped out of the meeting at 11:35 a.m.

Jewell/Boyle moved to approve the consent agenda. The motion passed. (6-0, Dahlberg absent)

- Minutes of December 16, 2014
- CY 2015 Purchase of Service Contract with Arrowhead Center, Inc., and Rescind Resolution No. 14-706 [15-02]
- CY 2015 Employment Services for Persons with Developmental Disabilities [15-03]
- Application to Local Road Improvement Program for Rice Lake Road and Airport Road Traffic Signal Project [15-04]
- Acquisition of Right of Way – Replacement of County Bridge 303 (Angora Township) [15-05]
- Acceptance of Grant for Bridge 69A21 Replacement Project (Hermantown) [15-06]
- Acceptance of Grant for Bridge 69A19 Replacement Project (Sturgeon Township) [15-07]
- Preparation of Right of Way Plat No. 34 CSAH 89/57<sup>th</sup> Avenue West/Highland Street and Amendment to Right of Way Plat No. 33 (Duluth) [15-08]
- Letter of Understanding for 2014 Audit by State Auditor's Office [15-09]
- Professional Service Contract and Related Documents for the Review of Wetland Bank Application [15-10]

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## REGULAR AGENDA

### Finance & Budget Committee

Stauber/Nelson moved to approve an amendment to the existing loan agreements with the South St. Louis County Fair Association and the Lakehead Racing Association, which will provide substantial relief for the operations of both organizations, and authorizes the appropriate county officials to implement the amendment. [15-11] Commissioner Dahlberg returned to the meeting at 11:43 a.m. The motion passed. (7-0)

## **Central Management & Inter-Governmental Committee**

Commissioner Dahlberg stepped out of the meeting from 11:44 a.m. to 11:46 a.m.

Jewell/Boyle moved to appoint Arik C. Forsman as an alternate Civil Service Commission member, for a three-year term ending January 13, 2018. [15-12] The motion passed. (7-0)

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### **COMMISSIONER DISCUSSION ITEMS**

Commissioner Raukar talked about his shared Croatian heritage with fellow Commissioner Rukavina and County Attorney Mark Rubin. Commissioner Raukar presented Commissioner Rukavina with a Croatian sweater vest and stated the vest was made in America.

Commissioner Boyle discussed proposed legislation to increase truck-weight restrictions and said he and Commissioner Dahlberg may bring forward a resolution for future Board consideration in opposition of the increase.

Commissioner Nelson urged Commissioners to track the legislation before bringing forward a resolution in opposition of the proposed truck-weight increase because legislation is not clear at this time.

Commissioner Jewell discussed recent articles published in the Duluth News Tribune dealing with human trafficking.

Commissioner Nelson discussed the initiative of addressing methadone clinics brought forward by Commissioner Boyle and Chair Stauber.

Commissioner Dahlberg exited the meeting at 11:57 a.m.

At 11:58 a.m., Jewell/Boyle moved to adjourn the Committee of the Whole meeting. The motion passed. (6-0, Dahlberg absent)

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Pete Stauber, Chair of the County Board

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Phil Chapman, Clerk of the County Board

# BOARD LETTER NO. 15 - 14

ENVIRONMENT & NATURAL RESOURCES COMMITTEE  
CONSENT NO. 1

BOARD AGENDA NO.

**DATE:** January 13, 2015                      **RE:** Cancellation of Contract for  
Purchase of State Tax  
Forfeited Land – Ceannaideach

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

Mark Weber, Director  
Land and Minerals

Donald Dicklich  
County Auditor-Treasurer

**RELATED DEPARTMENT GOAL:**

To perform public services; provide financial return to the county and taxing districts.

**ACTION REQUESTED:**

The St. Louis County Board is requested to cancel a contract for purchase of state tax forfeited land.

**BACKGROUND:**

The County Auditor has attached information in reference to a state tax forfeited land contract which has been entered into under the provisions of Minn. Stat. Chapter 282. The purchase agreement has defaulted due to the purchaser's failure to provide proof of insurance. The purchaser, Tamaye Ceannaideach of Hibbing, MN, has been served with Notice of Cancellation of Contract by civil process but has failed to cure the default.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve cancellation of this contract and authorize the disposal of abandoned personal property that may remain on the site.

**Tamaye Ceannaideach, Hibbing, MN**

Legal Description	CITY OF HIBBING LOTS 1 AND 2, BLOCK 9 KOSKIVILLE HIBBING 140-0130-01910 C22130139
Purchase Price	\$21,500.00
Principal Amount Remaining	\$19,350.00
Date of Last Payment	6/5/2014
Installment Payments Not Made	\$0
Subsequent Del Taxes and Fees	\$67.48
Amount Needed to Cure Default	\$67.48
Insurance	Failure to provide insurance

## **Cancellation of Contract for Purchase of State Tax Forfeited Land - Ceannaideach**

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

WHEREAS, The contract with Tamaye Ceannaideach of Hibbing, MN, for the purchase of state tax forfeited land is in default for failure to provide proof of insurance; and

WHEREAS, The purchaser was properly served with Notice of Cancellation of Contract by civil process and has failed to cure the default for lands legally described as:

CITY OF HIBBING  
LOTS 1 AND 2, BLOCK 9  
KOSKIVILLE HIBBING  
140-0130-01910  
C22130139

WHEREAS, Minn. Stat. § 282.04, Subd, 2(d) and 504B.271 authorizes the County Auditor to dispose of abandoned personal property; and

WHEREAS, The previous owner of the property will be notified by posting of the property or by mail;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the cancellation of contract for the purchase of state tax forfeited land described above, according to the provisions of Minn. Stat. § 282.01, Subd. 5, and Minn. Stat. § 282.40, and according to the procedures of Minn. Stat. § 559.21.

RESOLVED FURTHER, That the County Auditor is authorized to dispose of abandoned personal property from the above described state tax forfeited property.



# St. Louis County Land Department Tax Forfeited Land Sales

## Cancellation of Contract

Legal : CITY OF HIBBING  
LOTS 1 AND 2, BLOCK 9  
KOSKIVILLE HIBBING

Parcel Code : 140-0130-01910

LDKEY : 117752

Acres: .14

Address: 6th Ave E & 26th St  
Hibbing, MN

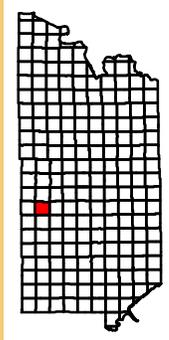


City of Hibbing

Sec: 18 Twp: 57 Rng: 20

### Commissioner District # 7

-  State Tax Forfeited Land
-  Water
-  Road
-  Area of Interest
-  Tract



St. Louis County, Minnesota

This drawing is neither a legally recorded map nor a survey and is not intended to be used as such. This drawing is a compilation of recorded information and data located in various city, county, state and federal offices. St. Louis County is not responsible for any incorrectness herein.

**St. Louis County  
Land Department**  
*January 2015*



# BOARD LETTER NO. 15 - 15

FINANCE & BUDGET COMMITTEE CONSENT NO. 2

BOARD AGENDA NO.

**DATE:** January 13, 2015      **RE:** Amendment to Professional Services Agreement for Horticulture/Educational Activities

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

Patty Swedberg  
County Extension Administrator

**RELATED DEPARTMENT GOAL:**

To connect community needs by involving people in improving the quality of life and enhancing the economy and the environment through education and applied research.

**ACTION REQUESTED:**

The St. Louis County Board is requested to approve an Agreement for Professional Services to provide horticulture and educational activities for the County Extension Office.

**BACKGROUND:**

The St. Louis County Board approved an Agreement for Professional Services on January 10, 2012 between St. Louis County and Robert M. Olen as contractor to coordinate the County Extension Office's horticulture education programs, conduct conferences and events related to home production of fruits and vegetables with an emphasis on community nutrition and family economics, and provide technical assistance to consumer and commercial audiences. The agreement included an annual renewal of up to three years, upon compensation review.

An amendment to agreement for professional services with Mr. Olen has been negotiated with assistance from the County Attorney's Office for an annual cost of \$70,112. This compensation assumes that contractor's services will not exceed 1950 hours per year at a rate of \$34.16 per hour. Payments for mileage expenses, materials and supplies shall not exceed \$3,500 annually. The proposed Amendment to Agreement for Professional Services with Mr. Olen is for one year beginning January 2, 2015 and ending December 31, 2015, with an annual renewal of up to three years, upon compensation review.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve an amendment to an agreement for professional services with Robert M. Olen, payable from Fund 184, Agency 184001, Object 629900; and Fund 184, Agency 184001, Object 635500.

**Amendment to Agreement for Professional Services for  
Horticulture/Educational Activities**

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

WHEREAS, In January 2012 the St. Louis County Board authorized an Agreement for Professional Services with Robert M. Olen to provide horticulture, food and environment education and services for consumer and commercial audiences; and

WHEREAS, The contract expired on December 31, 2014 an amendment to the agreement is necessary to continue these services; and

WHEREAS, The proposed amendment is for one year beginning January 2, 2015 and terminating December 31, 2015 for a total contract price of \$70,112 (a rate of \$34.16 per hour, not to exceed 1950 hours, plus appropriate reimbursements not to exceed \$3,500 annually), with an annual renewal of up to three years, upon compensation review;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to sign an Amendment to Agreement for Professional Services with Robert M. Olen to provide horticulture, food and environment services for the County Extension Office, totaling \$70,112, payable from Fund 184, Agency 184001, Object 629900 - \$66,612; and Fund 184, Agency 184001, Object 635500 - \$3,500.

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
ST. LOUIS COUNTY AND ROBERT M. OLEN**

THIS AMENDMENT to the Agreement for Professional Services Between St. Louis County and Robert M. Olen is made and entered into between the **COUNTY OF ST. LOUIS**, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "County," and **ROBERT M. OLEN**, P.O. Box 3095, Duluth, Minnesota 55803, hereinafter referred to as "Contractor."

**WITNESSETH:**

WHEREAS, in January 2012, County and Contractor made and entered into an Agreement for Professional Services Between St. Louis County and Robert M. Olen (DAMION Number 2011-006744), hereinafter referred to as the "Agreement."

WHEREAS, section 17 of the Agreement authorizes County and Contractor to make written amendments to the Agreement.

WHEREAS, County and Contractor have agreed on certain amendments to the Agreement, as set forth in this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, County and Contractor do hereby agree as follows:

1. Effective as of January 1, 2015, section 1 of the Agreement shall be restated as follows:

TERM OF SERVICE. Contractor agrees to perform services for County during the period beginning January 3, 2012, and ending December 31, 2015, unless sooner terminated as provided herein. This contract may be renewed annually up to three years upon agreement of County and Contractor.

2. Effective as of January 1, 2015, section 2 of the Agreement shall be restated as follows:

SERVICES TO BE PROVIDED. Contractor agrees to furnish to County in accordance with the terms of this agreement, professional services as requested by the St. Louis County Extension Division of Administration with respect to providing horticulture education with an emphasis on food production and using applied research, and other such services. Specific services shall include communication and coordination for County Extension's horticulture education programs, which may include but not be limited to the coordination and implementation of programs related to home production of fruits and vegetables with an emphasis on community nutrition and family economics, provide consumer and commercial technical assistance, and generate potential revenue for County derived from programs and services that are fee based. Contractor shall prepare an annual work plan and quarterly reports for submission to County Administrator for review and approval.

3. Effective as of January 1, 2015, section 4 of the Agreement shall be restated as follows:

## COMPENSATION.

A. Subject to subsection B below, County shall pay Contractor up to \$68,500.00 annually for compensation and mileage expenses. This compensation assumes that Contractor's services will not exceed 1950 hours per year at a rate of \$33.33 per hour.

B. With respect to the period beginning January 1, 2015, and ending December 31, 2015, and any subsequent twelve-month period during which this contract is in effect, County shall pay Contractor up to \$70,112.00 annually for compensation, mileage expenses, materials and supplies. This compensation assumes that Contractor's services will not exceed 1950 hours per year at a rate of \$34.16 per hour. Payments for mileage expenses, materials and supplies shall not exceed \$3,500.00 annually.

C. County and Contractor will review compensation annually for possible adjustment.

4. Effective as of January 1, 2015, Section 22 shall be added to the Agreement as follows:

### NOTICE UNDER MINN. STAT. § 13.05, SUBD. 11.

All of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing services under this contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if he were a government entity.

5. All other terms and conditions of the Agreement shall remain in full force and effect.

**IN WITNESS WHEREOF, County and Contractor have executed this Amendment on the date(s) stated below.**

**ROBERT M. OLEN**

**COUNTY OF ST. LOUIS**

By: \_\_\_\_\_  
Robert M. Olen

By: \_\_\_\_\_  
Chair, St. Louis County Board

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

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

By: \_\_\_\_\_  
Donald Dicklich  
St. Louis County Auditor

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

**APPROVED AS TO FORM AND EXECUTION:**

By: \_\_\_\_\_  
Nick D. Campanario  
Assistant St. Louis County Attorney

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

DAMION Number 2014-009130

# BOARD LETTER NO. 15 - 16

FINANCE & BUDGET COMMITTEE CONSENT NO. 3

BOARD AGENDA NO.

**DATE:** January 13, 2015      **RE:** Amendment to Professional Services Agreement for Agriculture and Environment Education

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

Patty Swedberg  
County Extension Administrator

**RELATED DEPARTMENT GOAL:**

To connect community needs by involving people in improving the quality of life and enhancing the economy and the environment through education and applied research.

**ACTION REQUESTED:**

The St. Louis County Board is requested to approve an Agreement for Professional Services to provide agriculture and environment education for the County Extension Office.

**BACKGROUND:**

The St. Louis County Board approved an Agreement for Professional Services on January 10, 2012 between St. Louis County and Kendall Dykhuis as contractor to coordinate the County Extension Office's educational programs related to agriculture production, beef and forage education, perform technical services for the wood ash program and provide consumer and commercial assistance. The agreement included an annual renewal of up to three years, upon compensation review.

An amendment to agreement for professional services with Mr. Dykhuis has been negotiated with assistance from the County Attorney's Office for an annual cost of \$32,750. This compensation assumes that contractor's services will not exceed 975 hours per year at a rate of \$31.54 per hour. Payments for mileage expenses, materials and supplies shall not exceed \$2,000 annually. The proposed Amendment to Agreement for Professional Services with Mr. Dykhuis is for one year beginning January 2, 2015 and ending December 31, 2015, with an annual renewal of up to three years, upon compensation review.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve an amendment to an agreement for professional services with Kendall Dykhuis, payable from Fund 184, Agency 184001, Object 629900; and Fund 184, Agency 184001, Object 635500.

**Amendment to Agreement for Professional Services for  
Agriculture and Environment Education**

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

WHEREAS, In January 2012 the St. Louis County Board authorized an Agreement for Professional Services with Kendall Dykhuis to provide agriculture and environment education and services for consumer and commercial audiences; and

WHEREAS, The contract expired on December 31, 2014 and an amendment to the agreement is necessary to continue these services; and

WHEREAS, The proposed amendment is for one year beginning January 2, 2015 and terminating December 31, 2015 for a total contract price of \$32,750 (a rate of \$31.54 per hour, not to exceed 975 hours, plus appropriate reimbursements not to exceed \$2,000 annually), with an annual renewal of up to three years, upon compensation review;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to sign an Amendment to Agreement for Professional Services with Kendall Dykhuis to provide agriculture and environment education for the County Extension Office, totaling \$32,750, payable from Fund 184, Agency 184001, Object 629900 - \$30,750; and Fund 184, Agency 184001, Object 635500 - \$2,000.

**AMENDMENT TO AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN  
ST. LOUIS COUNTY AND KENDALL DYKHUIS**

THIS AMENDMENT to the Agreement for Professional Services Between St. Louis County and Kendall Dykhuis is made and entered into between the **COUNTY OF ST. LOUIS**, a body politic and corporate existing under the laws of the State of Minnesota, hereinafter referred to as "County," and **KENDALL DYKHUIS**, 12110 Lindquist Road, Hibbing, Minnesota 55746, hereinafter referred to as "Contractor."

**WITNESSETH:**

WHEREAS, in January 2012, County and Contractor made and entered into an Agreement for Professional Services Between St. Louis County and Kendall Dykhuis (DAMION Number 2011-006744), hereinafter referred to as the "Agreement."

WHEREAS, section 17 of the Agreement authorizes County and Contractor to make written amendments to the Agreement.

WHEREAS, County and Contractor have agreed on certain amendments to the Agreement, as set forth in this Amendment.

**NOW, THEREFORE**, for good and valuable consideration, County and Contractor do hereby agree as follows:

as follows: <sup>1</sup> Effective as of January 1, 2015, section 1 of the Agreement shall be restated as follows: TERM OF SERVICE. Contractor agrees to perform services for County during the period beginning January 3, 2012, and ending December 31, 2015, unless sooner terminated as provided herein. This contract may be renewed annually up to three years upon agreement of County and Contractor.

as follows: <sup>2</sup> Effective as of January 1, 2015, section 4 of the Agreement shall be restated as follows: COMPENSATION.

A. Subject to subsection B below, County shall pay Contractor up to \$32,000.00 annually for compensation and mileage expenses. This compensation assumes that Contractor's services will not exceed 975 hours per year at a rate of \$30.77 per hour.

B. With respect to the period beginning January 1, 2015, and ending December 31, 2015, and any subsequent twelve-month period during which this contract is in effect, County shall pay Contractor up to \$32,750.00 annually for services performed, mileage expenses, materials and supplies. This compensation assumes that Contractor's services will not exceed 975 hours per year at a rate of \$31.54 per hour. Payments for mileage expenses, materials and supplies shall not exceed \$2,000.00 annually.

C. County and Contractor will review compensation annually for possible adjustment.

as follows: <sup>3</sup> Effective as of January 1, 2015, section 22 shall be added to the Agreement as follows: NOTICE UNDER MINN. STAT. § 13.05, SUBD. 11.

All of the data created, collected, received, stored, used, maintained, or disseminated by Contractor in performing services under this contract is subject to the requirements of the Minnesota Government Data Practices Act, Minn. Stat. ch. 13, and Contractor must comply with those requirements as if he were a government entity.

effect. 4. All other terms and conditions of the Agreement shall remain in full force and

**IN WITNESS WHEREOF**, County and Contractor have executed this Amendment on the date(s) stated below.

**KENDALL DYKHUIS**

**COUNTY OF ST. LOUIS**

By: \_\_\_\_\_  
Kendall Dykhuis

By: \_\_\_\_\_  
Chair, St. Louis County Board

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

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

By: \_\_\_\_\_  
Donald Dicklich  
St. Louis County Auditor

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

APPROVED AS TO FORM AND EXECUTION:

By: \_\_\_\_\_  
Nick D. Campanario  
Assistant St. Louis County Attorney

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

DAMION Number 2014-009129

# BOARD LETTER NO. 15 - 17

FINANCE & BUDGET COMMITTEE CONSENT NO. 4

BOARD AGENDA NO.

**DATE:** January 13, 2015      **RE:** Uniform Rental, Mat Rental and Laundry Services

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

Donna Viskoe  
Procurement Manager

**RELATED DEPARTMENTAL GOAL:**

Increase cost saving opportunities throughout St. Louis County.

**ACTION REQUESTED:**

The St. Louis County Board is requested to award a one (1) year contract with five (5) one (1) year extensions to AmeriPride Linen and Apparel Services for Uniform Rental, Mat Rental and Shop Supply Services by multiple departments throughout St. Louis County.

**BACKGROUND:**

The county has been purchasing uniform rentals, mat rental and laundry services from Aramark Uniform Services. The current contract will terminate on January 31, 2015. The Purchasing Division solicited proposals for these services. Three firms replied to the Request for Proposals – Aramark Uniform Services LaCrosse, WI, AmeriPride Linen and Apparel Services Duluth, MN and G&K Services Minnetonka, MN. Firms were evaluated based upon pricing, services offered, qualifications and experience.

<b>VENDOR</b>	<b>Average Evaluation Score</b>
AmeriPride Linen and Apparel Services, Duluth, MN	78.8
G&K Service, Minnetonka, MN	64.2
Aramark Uniform Service, LaCrosse, WI	52.6

The decision was made to recommend AmeriPride Linen and Apparel Services for these services over the six-year contract period. The amount of any increase is not to exceed 10% for any commodity/service over the life of the contract.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize a one (1) year contract, with five (5) possible one (1) year extensions, with AmeriPride Linen and Apparel Services, Duluth, MN for uniform rental and shop supplies services at an annual cost of approximately \$38,400.

## **Uniform Rental, Mat Rental and Shop Supplies**

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

WHEREAS, The current St. Louis County uniform rental, mat rental and shop supply contract with Aramark Uniform Services will terminate on January 31, 2015; and

WHEREAS, The St. Louis County Purchasing Division solicited, received and evaluated three proposals from vendors for this service; and

WHEREAS, AmeriPride Linen and Apparel Services received the highest evaluation score based upon pricing, services offered, qualifications and experience;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute a one (1) year contract (with five possible one year extensions) with AmeriPride Linen and Apparel Services of Duluth, MN at an annual cost of approximately \$38,400.

# BOARD LETTER NO. 15 - 19

PUBLIC WORKS & TRANSPORTATION COMMITTEE  
CONSENT NO. 5

BOARD AGENDA NO.

**DATE:** January 13, 2015      **RE:** Cooperative Agreement with  
MnDOT for Pedestrian and  
Roadway Improvements on  
CSAH 23 (Orr)

**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 a cooperative agreement with the Minnesota Department of Transportation (MnDOT) to define the responsibilities and cost share of each party for pedestrian and roadway improvements on County State Aid Highway (CSAH) 23 in Orr, MN.

**BACKGROUND:**

The Public Works Department is leading a project to complete pedestrian and roadway improvements on CSAH 23 at the intersection of US-53 in the city of Orr. The Public Works Department is currently working with MnDOT on design and project costs. An agreement between St. Louis County and MnDOT must be authorized to define the responsibilities and cost share for each party. The construction project is funded by State Aid Funds (for the county) and is identified as State Project 6922-57, SAP 069-623-033, CP 0023-230031.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize a cooperative agreement with the Minnesota Department of Transportation to define the responsibilities and cost share of each party to complete pedestrian and roadway improvements to CSAH 23 in the city of Orr, payable from Fund 220, Agency 220332.

**Cooperative Agreement with MnDOT for Pedestrian and  
Roadway Improvements on CSAH 23 (Orr)**

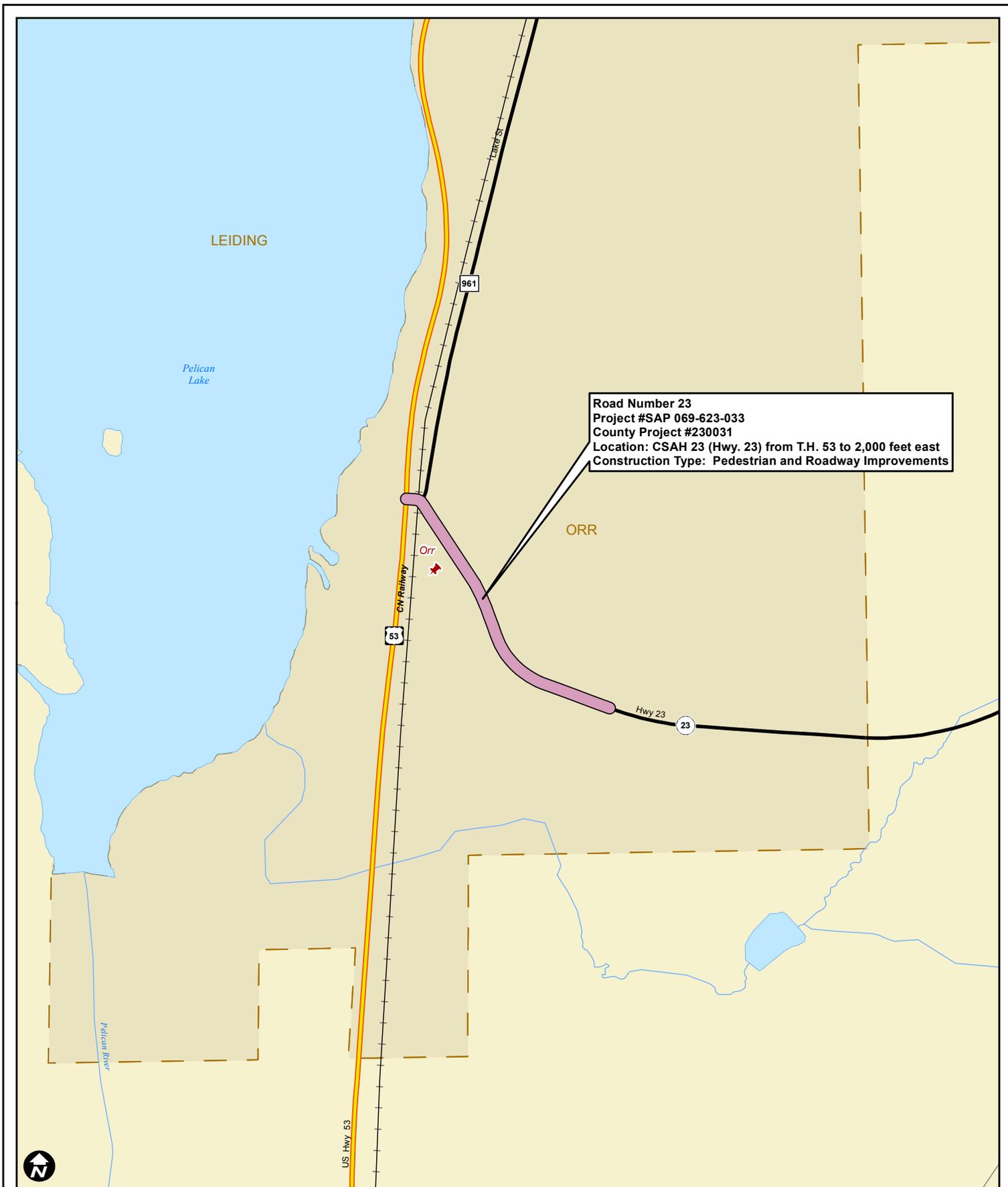
BY COMMISSIONER \_\_\_\_\_

WHEREAS, The Public Works Department is leading a project to complete pedestrian and roadway improvements on County State Aid Highway 23 at the intersection of US-53 in the city of Orr; and

WHEREAS, The Public Works Department is working with the Minnesota Department of Transportation on the design and project costs; and

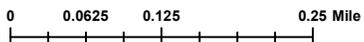
WHEREAS, A cooperative agreement between St. Louis County and the Minnesota Department of Transportation must be authorized to define project responsibilities and cost share by each party;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into an agreement, and approve any amendments approved by the County Attorney's Office, with the Minnesota Department of Transportation defining the responsibilities and cost share of pedestrian and roadway improvements on County State Aid Highway 23 located within the city of Orr which project is identified as State Project 6922-57 and SAP 069-623-033, CP 0023-230031 and will be accounted for in Fund 220, Agency 220332.



**Road Number 23**  
 Project #SAP 069-623-033  
 County Project #230031  
 Location: CSAH 23 (Hwy. 23) from T.H. 53 to 2,000 feet east  
 Construction Type: Pedestrian and Roadway Improvements

St. Louis County 2015 Road & Bridge Construction



Map Components	
<b>2015 Road &amp; Bridge Construction</b>	
Pedestrian & Roadway Improvements	County/Unorg. Twp. Road - Paved
Interstate Highway	County/Unorg. Twp. Road - Gravel
U.S./State Highway	Railroad
	Commissioner District
	Township Boundary
	City/Town
	Lake
	River/Stream

# BOARD LETTER NO. 15 - 18

FINANCE & BUDGET COMMITTEE NO. 1

BOARD AGENDA NO.

**DATE:** January 13, 2015                      **RE:** Parking Lot Purchase – Downtown Duluth

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

Tony Mancuso, Director  
Property Management

**RELATED DEPARTMENT GOALS:**

To execute capital building projects, to bring facilities up to current building and life safety codes, and to extend life cycle of facilities.

**ACTION REQUESTED:**

The St. Louis County Board is requested to approve the purchase of a parking lot across from the county's Government Services Center (GSC) in downtown Duluth at a purchase price of \$230,000.

**BACKGROUND:**

St. Louis County was contacted by the owners of two sections of flat surface parking space adjacent to the employee contract parking area known as the "Green Lot" across from the GSC in Duluth, inquiring as to the county's interest in purchasing the property. An engineering evaluation was performed to investigate property condition, topography, improvement potential/options, zoning and code issues. Based on county employee parking needs and issues with the lower portion of the available property, the county proposes to purchase the upper section only. While future improvements could be made, this upper lot can be used in its present configuration without significant cost. The owners' asking price is \$10.95 per square foot for the 21,000 square foot parcel. Property Management staff also investigated comparable property/parking lot sales in the vicinity. The average price of eight comparable properties was \$10.60 per square foot, but condition at purchase time is unknown and some of the sales date back 16 years.

Based on the above stated engineering report, comparable sales history, shortage of available parking, and brief payback period, County Administration recommends the purchase of this property. The 2014 property tax for this property was \$3,347.

The county presently has 93 employees on the waiting list for open lot parking and this lot has the potential for 74 spaces under the Green Lot parking lease formula (\$35/month for open lot parking). This lot can be leased out at full capacity effective February 1, 2015. The annual revenue generated would be \$31,080, minus an estimated \$2,000 annual snow

removal/maintenance costs, for net annual revenue of \$29,080. With the payback period less than eight years, a shortage of employee parking opportunities, and the rarity of adjacent property sales opportunities without significant issues such as building demolition, topographic challenges, or environmental concerns, the property has excellent potential.

Employee parking lots are paid for by employee monthly contract parking fees and involve no property tax levy dollars. Parking Fund proceeds pay for insurance for the lots, maintenance, repair projects, snow and ice removal, and associated staff time. Major improvements of parking areas are scheduled in the county's five-year Capital Improvement Plan. Annual parking revenues are saved in the Parking Fund until they reach a level to fund necessary improvements, with the current balance of approximately \$600,000 planned to fund surface and parking lot repairs in years 2015-2017.

Funding of \$230,000 for this purchase is recommended to come from the Capital Projects Fund to make up for \$257,718 spent out of the Parking Fund for Virginia area public lot improvements in 2007. The Parking Fund is derived primarily from lease revenue from Duluth-area employees and minimally from parking meter revenue. Although the funding source didn't match the expenditure type, parking funds collected from county employees in Duluth paid for the Virginia Courthouse public parking lot upgrades in 2007. Instead of adjusting financial records for the parking assigned fund balance, the Auditor's Office recommends that the Capital Projects Fund, which should have paid for these 2007 expenses, pay for this lot purchase with no repayment requirement. In the future, parking revenues will be used in Duluth and range cities as employee-funded parking is expanded.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve the purchase of property immediately adjacent to the upper easterly portion of the current Green Lot serving the Government Services Center in Duluth, payable from the Capital Projects Fund (Fund 400, Agency 400023, Object 660100), compensating a 2007 use of parking fund revenues for lot repairs in Virginia.

It is further recommended that the County Board direct County Administration to notify employees on the Green Lot waiting list and administer parking contracts in compliance with the current employee parking policy.

## Parking Lot Purchase – Downtown Duluth

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

WHEREAS, St. Louis County has been made aware of a parking lot in good condition adjacent to current employee parking lots in downtown Duluth available for purchase, described as lots 50, 52, and 54, DULUTH PROPER 1<sup>ST</sup> DIVISION WEST 3<sup>RD</sup> STREET; and

WHEREAS, St. Louis County investigated the condition of the parking areas and researched comparable parking lot sales, finding the asking price of \$230,000 is reasonable and the upper portion of this lot can be immediately available for county employee parking; and

WHEREAS, Parking lot purchases, maintenance and improvements are paid using funds collected from employee parking contracts and involve no property tax levy dollars; and

WHEREAS, In 2007 Parking Lot Fund balance was used for public parking lot improvements in Virginia rather than the Capital Projects Fund which was the appropriate account to match revenue sources with expenditure type; and

WHEREAS, The County Auditor's Office recommends that the Capital Projects Fund be used for this one-time lot purchase expense to compensate for the use of parking revenues for the 2007 public parking lot project in Virginia;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute a purchase agreement for the acquisition of the above described property for \$230,000, payable from Fund 400, Agency 400023, Object 660100;

RESOLVED FURTHER, That the Board directs the County Administrator's Office to administer the employee parking contracts in compliance with the current employee parking policy.

Purchase Lot Dimensions : 150' x 140'  
Lot Area: 21,000 Sq. ft.

### St. Louis County Duluth Green Lot Adjacent Lot Purchase

Legal: Lots 50, 52, 54 DULUTH PROPER 1ST DIVISION WEST 3RD STREET

