



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

**June 14, 2016**

**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 7, 2016**

**Health & Human Services Committee, Commissioner Boyle, Chair**

1. State of Minnesota Joint Powers Agreement with St. Louis County on Behalf of the Public Health and Human Services Department [16-258]

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

2. Special Sale to the City of Mountain Iron [16-259]
3. Request for Free Conveyance of State Tax Forfeited Land to the City of Winton [16-260]
4. Agreement with Dynamic Recycling for Household Electronics Waste Recycling [16-261]
5. Award of Bid: Class I Demolition Waste Haulage Contracts [16-262]

**Public Works & Transportation Committee, Commissioner Stauber, Chair**

6. Amend Agreement with LHB Corp. for Design Services on County Bridge 488 (White Township) [16-263]

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

7. County-wide Overhead Door Service Contracts [16-264]

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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.*

**Public Works & Transportation Committee, Commissioner Stauber, Chair**

1. **Award of Bids: Sidewalk Project on CSAH 4/Rice Lake Road (Duluth) [16-265]**  
Resolution awarding a sidewalk project on CSAH 4/Rice Lake Road in Duluth to low bidder KGM Contractors, Inc., of Angora, MN.
2. **Award of Bids: Construction of Survey Equipment Storage Building (Virginia) [16-266]**  
Resolution awarding a survey equipment storage building project in Virginia to low bidder Four Star Construction Inc., of Superior, WI.
3. **Architectural, Engineering and Design Services Agreement – Cook Public Works Building [16-267]**  
Resolution authorizing a professional services contract with LHB Corp. of Duluth, MN for all phases of the Cook Public Works Building construction project.
4. **Award of Bids: 2016 Maintenance Striping (St. Louis and Lake Counties, City of Babbitt, Fayal and White Townships) [16-268]**  
Resolution awarding 2016 Maintenance Striping to low bidder Traffic Marking Service, Inc., of Maple Lake, MN.

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

- 1. Contract for Workers Compensation Assistance from Third Party Administrator [16-269]**  
Resolution authorizing a contract with PMA Companies of St. Louis Park, MN, for third party administrative services of the county workers' compensation program.

**Central Management & Intergovernmental Committee, Commissioner Jewell, Chair**

- 1. Appointment of Election Judges for Unorganized Townships, and Absentee, UOCAVA, and Mail Ballot Boards [16-270]**  
Resolution to appoint 2016 election judges for unorganized townships, absentee voting, Uniformed and Overseas Citizen Absentee Voting Act and Mail Ballots.

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**COMMISSIONER DISCUSSION ITEMS AND REPORTS:**

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

**ADJOURNED:**

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

<b>June 28, 2016</b>	<b>Pike Town Hall, 6862 Highway 68, Embarrass, MN</b>
<b>July 5, 2016</b>	<b>St. Louis County Courthouse, Duluth, MN</b>
<b>July 12, 2016</b>	<b>City Hall, 100 Pionk Drive, Proctor, 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

June 7, 2016

Location: St. Louis County Courthouse, Duluth, Minnesota

Present: Commissioners Boyle, Rukavina, Stauber, and Nelson

Absent: Commissioners Jewell, Dahlberg, and Chair Raukar

Convened: Commissioner Stauber called the meeting to order at 10:21 a.m.

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## CONSENT AGENDA

Nelson/Boyle moved to approve the consent agenda. The motion passed. (4-0, Jewell, Dahlberg, Raukar absent)

- Minutes of May 24, 2016
- Federal Maternal, Infant, and Early Childhood Home Visiting to Continue the Nurse-Family Partnership Home Visiting Program [16-236]
- Day Training and Habilitation and Semi-Independent Living Services Contracts for FY 2017 [16-237]
- Contract with AEOA for Volunteer Driver Services [16-238]
- Special Sale to the St. Louis County Housing and Redevelopment Authority [16-239]
- Special Sale to the Duluth Housing and Redevelopment Authority [16-240]
- Access and Utility Easement across State Tax Forfeited Land to Ronald W. Williams (Unorganized Township 55-21) [16-241]
- Repurchase of State Tax Forfeited Land – Patterson, Bank of America (Non-Homestead) [16-242]
- Repurchase of State Tax Forfeited Land – Potter, Ung S. Howell (Homestead) [16-243]
- General Obligation Bond Financed Declaration on State Tax Forfeited Land [16-244]
- Rescind St. Louis County Board Resolution No. 16-171 [16-245]
- Cancellation of Contract for Repurchase of State Tax Forfeited Land – Nordlund [16-246]
- Authorize a Supplemental Agreement for a Reclaim and Overlay on CSAH 44 (Unorganized Township 54-13 and Pequaywan Township) [16-247]
- Abatement List for Board Approval [16-248]
- Transfer and Reallocation of an Information Technology Service Worker Position to a PHHS Information Specialist I [16-249]
- Minnesota State Auditor's Performance Measurement Program – 2016 Report [16-250]

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## Establishment of Public Hearing

Nelson/Boyle moved to hold a public hearing on Tuesday, July 12, 2016, at 9:40 a.m., at Proctor City Hall in Proctor, MN, to solicit public input prior to considering a proposed tax abatement for the City of Duluth – the District at Miller Hill. [16-251]. The motion passed. (4-0, Jewell, Dahlberg, Raukar absent)

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## **Finance & Budget Committee**

Nelson/Boyle moved to authorize the appropriate county officials to enter into a professional services contract with DSGW Architects Incorporated of Virginia and Duluth, MN, and any amendments approved by the County Attorney's Office, for the planning, design, construction and bid documents, project administration, and project close out for the Government Services Center-Virginia construction project in an amount of \$854,515. [16-255]. St. Louis County Property Management Director Tony Mancuso said the planning process will take ten months and he expects bid specifications to be ready in September or October of 2017. After further discussion, the motion passed. (4-0, Jewell, Dahlberg, Raukar absent)

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## **Central Management & Intergovernmental Committee**

Jewell/Raukar moved to appoint the following County Commissioners to serve as members of the "Executive ATV Permit Committee," created under Ordinance Number 64 THE MANAGEMENT AND PERMITTING OF ALL-TERRAIN VEHICLES WITHIN THE PUBLIC RIGHT-OF-WAY OF ROADS UNDER THE COUNTY'S JURISDICTION, through December 31, 2016. Subsequent appointments will be made annually at the organizational meeting of the County Board. [16-256].

- Commissioner Pete Stauber, Public Works and Transportation Committee Chair
- Commissioner Tom Rukavina, Member
- Commissioner Keith Nelson, Alternate

The motion passed. (4-0, Jewell, Dahlberg, Raukar absent)

The Committee recessed at 11:00 a.m. and reconvened at 11:06 a.m. with Commissioners Boyle, Rukavina, Stauber, and Nelson present.

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## **Finance & Budget Committee**

Terri Heaton, of Springsted, Inc., St. Paul, MN, gave a presentation to the Committee regarding the issuance of capital improvement bonds for the purpose of implementing the Amended Transportation Improvement Plan and discussed savings as a result of refunding 2013A bonds. St. Louis County Auditor Don Dicklich said the Internal Finance Committee met in May and approved bringing the recommendation to the Board.

Nelson/Stauber moved to establish a public hearing on an Amendment to the Transportation Improvement Plan on Tuesday, July 5, 2016 at 9:45 a.m., at the St. Louis County Courthouse, Duluth, MN. [16-252]. The motion passed. (4-0, Jewell, Dahlberg, Raukar absent)

Nelson/Boyle moved to establish a public hearing on Tuesday, July 5, 2016 at 9:50 a.m. at the St. Louis County Courthouse, Duluth, MN, for the purposes of obtaining input from the public on the 2016-2020 Amendment to the Capital Improvement Plan, and on the Intent to Issue Capital Improvement Bonds. [16-253]. The motion passed. (4-0, Jewell, Dahlberg, Raukar absent)

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## Public Works & Transportation Committee

Stauber/Boyle moved to award a bid to Ulland Brothers, Inc., of Cloquet, MN, in the amount of \$926,426.55 for combined project: A.) CP 0004-226569 TST/SAP 69-604-075 (Low), County State Aid Highway (CSAH) 4/Rice Lake Road between 386 feet South of Airpark Boulevard and 89 feet south of Norton Road, length .49 mile; and B.) CP 0004-252401 TST (Tied), CSAH 4/Rice Lake Road between 386 feet south of Airpark Boulevard and 89 feet south of Norton Road, length .12 mile, in Duluth [16-254]. The motion passed. (4-0, Jewell, Dahlberg, Raukar absent)

Nelson/Rukavina moved to award a bid to Northland Constructors, of Duluth, MN, in the amount of \$2,927,946.11 for combined project: A.) CP 0016-289398 TST (Low), CSAH 16 between Itasca County line and TH 73, length 2.06 miles; B.) CP 0005-289397 (Tied), CSAH 5 between County Road (CR) 743/West Toivola Road and CR 750/Oja Road, length 3.8 miles; C.) CP 0018-289399 TST (Tied), CSAH 18 between Itasca County Road 572 and Trunk Highway (TH) 73, length 3.65 miles; D.) CP 0133-289400 TST (Tied), CSAH 133 between Itasca County line and TH 73, length 3.24 miles; and E.) CP 0837-299737 TST (Tied), CR 837/Laurie Road between CR 832/Floodwood Road and CR 186/Savanna Road in Hibbing, Cedar Valley, Halden, Lavell, and Toivola Townships. [16-254]. The motion passed. (4-0, Jewell, Dahlberg, Raukar absent)

Rukavina/Boyle moved to direct the County Public Works Director and the appropriate county officials to implement a deferral of scheduled bridge replacement project (CP 0021-215030 TST, SAP 69-621-0314 BR 286) on CSAH 21 to the 2017 construction schedule; and further, the bid awarded to Northland Constructors of Duluth, LLC, as approved by County Board Resolution No. 16-241, dated April 12, 2016, is hereby increased by an additional \$48,000 to accommodate the costs incurred by the contractor for delaying the bridge replacement project. [16-257]. Commissioner Rukavina asked the Committee to consider the resolution due to the length of the detour and the impact of school bus re-routing by two school districts (Ely and St. Louis County). Commissioner Nelson said that he would not support the motion as road projects should be determined by road conditions and not politics. St. Louis County Public Works Jim Foldesi discussed the background of the bridge and provided an in-depth review of the considerations Public Works takes into account when working on a project. Director Foldesi said that approximately 14% of the traffic will be impacted by the 9-mile detour. Commissioner Stauber indicated that he would vote against the motion and discussed various construction projects and resulting impacts to local businesses. Commissioner Boyle expressed concern regarding the cost to delay the project and asked if the school districts provided cost estimates due to the re-routing of school buses. Director Foldesi said the Ely School District estimated the cost impact would be between \$5,000 and \$10,000; the St. Louis County School District did not provide an estimate. After further discussion, the motion failed; one yea (Rukavina), three nays (Boyle, Stauber, Nelson), three absent (Jewell, Dahlberg, Raukar)

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## COMMISSIONER DISCUSSION ITEMS AND REPORTS

Commissioner Boyle said the annual Operation K-9 fundraising event will be held on June 9<sup>th</sup> from 4:30 p.m. to 7:30 p.m. at the Amsoil Center in Superior, WI.

Commissioner Stauber talked about the cooperation between local K-9 units.

Commissioner Nelson indicated that the Executive Committee of Camp Esquagama met recently and there is good news regarding the camp; the Board will be updated soon.

Commissioner Rukavina discussed a meeting he had with a credit card company regarding a national pilot program. Customers could earn points by making purchases at local businesses and have the ability to apply the points towards their property taxes.

Commissioner Stauber highlighted the quality service that the St. Louis County Veterans Service Office provides and discussed a proposal to eliminate state income tax on military pension payments.

Commissioner Rukavina discussed staffing changes at the Ely Veterans Service Office.

At 1:33 p.m., Nelson/Rukavina moved to adjourn the Committee of the Whole meeting. The motion passed. (4-0, Jewell, Dahlberg, Raukar absent)

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Steve Raukar, Chair of the County Board

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Phil Chapman, Clerk of the County Board

# **BOARD LETTER NO. 16 - 258**

## **HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 1**

### **BOARD AGENDA NO.**

**DATE:** June 14, 2016

**RE:** State of Minnesota Joint Powers Agreement with St. Louis County on behalf of the Public Health & Human Services Department

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

Dave Lee, Director  
Public Health & Human Services

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

Infrastructure will be developed to ensure an efficient, effective government which supports the mission to protect, promote, and improve the health and quality of life in St. Louis County.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to authorize the Public Health and Human Services Department to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety Bureau of Criminal Apprehension (BCA) to use systems and tools available over the state's criminal justice data communications network for which the county is eligible.

#### **BACKGROUND:**

Under Minn. Stat. § 471.59, the BCA and human service agencies are empowered to create agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit these agencies in Minnesota. The Public Health and Human Services Department (PHHS) is authorized by law to use the criminal justice data communications network. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit PHHS in performing its duties, of which PHHS would like to access in support of its official duties.

The purpose of creating this Joint Powers Agreement is to create a method by which PHHS has access to those systems and tools for which it has eligibility, taking into account the requirements and the limitations of obtaining that access.

#### **RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize the Public Health and Human Services Department to enter into a Joint Powers Agreement with the State of Minnesota, Department of Public Safety Bureau of Criminal Apprehension to use systems and tools available over the state's criminal justice data communications network for which the county is eligible.

**State of Minnesota Joint Powers Agreement with St. Louis County on behalf of  
the Public Health & Human Services Department**

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

WHEREAS, The State of Minnesota, Department of Public Safety Bureau of Criminal Apprehension (BCA) and human service agencies are empowered to create agreements that are necessary to exercise their powers; and

WHEREAS, Under Minn. Stat. § 299C.46, the BCA must provide a criminal justice data communications network to benefit these agencies in Minnesota; and

WHEREAS, The Public Health and Human Services Department (PHHS) is authorized by law to use the criminal justice data communications network; and

WHEREAS, The BCA either maintains repositories of data or has access to repositories of data that benefit PHHS in performing its duties, of which PHHS would like to access in support of its official duties; and

WHEREAS, The purpose of creating this Joint Powers Agreement is to create a method by which PHHS has access to those systems and tools for which it has eligibility, taking into account the requirements and the limitations of obtaining that access;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves a Joint Powers Agreement with the State of Minnesota, Department of Public Safety Bureau of Criminal Apprehension (BCA) to use systems and tools available over the state's criminal justice data communications network for which the county is eligible, a copy of which is contained in County Board File No. \_\_\_\_\_;

RESOLVED FURTHER, That the appropriate county officials are hereby authorized to sign the State of Minnesota Joint Powers Agreement and any subsequent amendment or agreement that may be required by the State of Minnesota to maintain the county's connection to the systems and tools offered by the state.

**STATE OF MINNESOTA  
JOINT POWERS AGREEMENT  
AUTHORIZED AGENCY**

This agreement is between the State of Minnesota, acting through its Department of Public Safety, Bureau of Criminal Apprehension ("BCA") and the County of St. Louis on behalf of its Public Health & Human Services Department ("Agency").

**Recitals**

Under Minn. Stat. § 471.59, the BCA and the Agency are empowered to engage in those agreements that are necessary to exercise their powers. Under Minn. Stat. § 299C.46 the BCA must provide a criminal justice data communications network to benefit authorized agencies in Minnesota. The Agency is authorized by law to utilize the criminal justice data communications network pursuant to the terms set out in this agreement. In addition, BCA either maintains repositories of data or has access to repositories of data that benefit authorized agencies in performing their duties. Agency wants to access these data in support of its official duties.

The purpose of this Agreement is to create a method by which the Agency has access to those systems and tools for which it has eligibility, and to memorialize the requirements to obtain access and the limitations on the access.

**Agreement**

**1 Term of Agreement**

- 1.1 Effective date:** This Agreement is effective on the date the BCA obtains all required signatures under Minn. Stat. § 16C.05, subdivision 2.
- 1.2 Expiration date:** This Agreement expires five years from the date it is effective.

**2 Agreement between the Parties**

**2.1 General access.** BCA agrees to provide Agency with access to the Minnesota Criminal Justice Data Communications Network (CJDN) and those systems and tools which the Agency is authorized by law to access via the CJDN for the purposes outlined in Minn. Stat. § 299C.46.

**2.2 Methods of access.**

The BCA offers three (3) methods of access to its systems and tools. The methods of access are:

- A. **Direct access** occurs when individual users at the Agency use Agency's equipment to access the BCA's systems and tools. This is generally accomplished by an individual user entering a query into one of BCA's systems or tools.
- B. **Indirect access** occurs when individual users at the Agency go to another Agency to obtain data and information from BCA's systems and tools. This method of access generally results in the Agency with indirect access obtaining the needed data and information in a physical format like a paper report.
- C. **Computer-to-computer system interface** occurs when Agency's computer exchanges data and information with BCA's computer systems and tools using an interface. Without limitation, interface types include: state message switch, web services, enterprise service bus and message queuing.

For purposes of this Agreement, Agency employees or contractors may use any of these methods to use BCA's systems and tools as described in this Agreement. Agency will select a method of access and can change the methodology following the process in Clause 2.10.

**2.3 Federal systems access.** In addition, pursuant to 28 CFR §20.30-38 and Minn. Stat. §299C.58, BCA may provide Agency with access to the Federal Bureau of Investigation (FBI) National Crime Information Center.

**2.4 Agency policies.** Both the BCA and the FBI's Criminal Justice Information Systems (FBI-CJIS) have policies, regulations and laws on access, use, audit, dissemination, hit confirmation, logging, quality assurance, screening (pre-employment), security, timeliness, training, use of the system, and validation. Agency has created its own policies to ensure that Agency's employees and contractors comply with all applicable requirements. Agency ensures this compliance through appropriate enforcement. These BCA and FBI-CJIS policies and regulations, as amended and updated from time to time, are incorporated into this Agreement by reference. The policies are available at <https://app.dps.mn.gov/cjdn>.

**2.5 Agency resources.** To assist Agency in complying with the federal and state requirements on access to and use of the various systems and tools, information is available at <https://sps.x.state.mn.us/sites/bcaservicecatalog/default.aspx>. Additional information on appropriate use is found in the Minnesota Bureau of Criminal Apprehension Policy on Appropriate Use of Systems and Data available at <https://dps.mn.gov/divisions/bca/bca-divisions/mnjis/Documents/BCA-Policy-on-Appropriate-Use-of-Systems-and-Data.pdf>.

**2.6 Access granted.**

A. Agency is granted permission to use all current and future BCA systems and tools for which Agency is eligible. Eligibility is dependent on Agency (i) satisfying all applicable federal or state statutory requirements; (ii) complying with the terms of this Agreement; and (iii) acceptance by BCA of Agency's written request for use of a specific system or tool.

B. To facilitate changes in systems and tools, Agency grants its Authorized Representative authority to make written requests for those systems and tools provided by BCA that the Agency needs to meet its criminal justice obligations and for which Agency is eligible.

**2.7 Future access.** On written request by Agency, BCA also may provide Agency with access to those systems or tools which may become available after the signing of this Agreement, to the extent that the access is authorized by applicable state and federal law. Agency agrees to be bound by the terms and conditions contained in this Agreement that when utilizing new systems or tools provided under this Agreement.

**2.8 Limitations on access.** BCA agrees that it will comply with applicable state and federal laws when making information accessible. Agency agrees that it will comply with applicable state and federal laws when accessing, entering, using, disseminating, and storing data. Each party is responsible for its own compliance with the most current applicable state and federal laws.

**2.9 Supersedes prior agreements.** This Agreement supersedes any and all prior agreements between the BCA and the Agency regarding access to and use of systems and tools provided by BCA.

**2.10 Requirement to update information.** The parties agree that if there is a change to any of the information whether required by law or this Agreement, the party will send the new information to the other party in writing within 30 days of the change. This clause does not apply to changes in systems or tools provided under this Agreement.

This requirement to give notice additionally applies to changes in the individual or organization serving a city as its prosecutor. Any change in performance of the prosecutorial function must be provided to the BCA in writing by giving notice to the Service Desk, [BCA.ServiceDesk@state.mn.us](mailto:BCA.ServiceDesk@state.mn.us).

**2.11 Transaction record.** The BCA creates and maintains a transaction record for each exchange of data utilizing its systems and tools. In order to meet FBI-CJIS requirements and to perform the audits described in Clause 7, there must be a method of identifying which individual users at the Agency conducted a particular transaction.

If Agency uses either direct access as described in Clause 2.2A or indirect access as described in Clause 2.2B, BCA's transaction record meets FBI-CJIS requirements.

When Agency's method of access is a computer to computer interface as described in Clause 2.2C, the Agency must keep a transaction record sufficient to satisfy FBI-CJIS requirements and permit the audits described in Clause 7 to occur.

If an Agency accesses data from the Driver and Vehicle Services Division in the Minnesota Department of Public Safety and keeps a copy of the data, Agency must have a transaction record of all subsequent access to the data that are kept by the Agency. The transaction record must include the individual user who requested access, and the date, time and content of the request. The transaction record must also include the date, time and content of the response along with the destination to which the data were sent. The transaction record must be maintained for a minimum of six (6) years from the date the transaction occurred and must be made available to the BCA within one (1) business day of the BCA's request.

**2.12 Court information access.** Certain BCA systems and tools that include access to and/or submission of Court Records may only be utilized by the Agency if the Agency completes the Court Data Services Subscriber Amendment, which upon execution will be incorporated into this Agreement by reference. These BCA systems and tools are identified in the written request made by Agency under Clause 2.6 above. The Court Data Services Subscriber Amendment provides important additional terms, including but not limited to privacy (see Clause 8.2, below), fees (see Clause 3 below), and transaction records or logs, that govern Agency's access to and/or submission of the Court Records delivered through the BCA systems and tools.

**2.13 Vendor personnel screening.** The BCA will conduct all vendor personnel screening on behalf of Agency as is required by the FBI CJIS Security Policy. The BCA will maintain records of the federal, fingerprint-based background check on each vendor employee as well as records of the completion of the security awareness training that may be relied on by the Agency.

### **3 Payment**

The Agency agrees to pay BCA for access to the criminal justice data communications network described in Minn. Stat. § 299C.46 as specified in this Agreement. The bills are sent annually for the amount of Eight Hundred Forty Dollars (\$840.00).

Agency will identify its contact person for billing purposes, and will provide updated information to BCA's Authorized Representative within ten business days when this information changes.

If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, additional fees, if any, are addressed in that amendment.

### **4 Authorized Representatives**

The BCA's Authorized Representative is Dana Gotz, Department of Public Safety, Bureau of Criminal Apprehension, Minnesota Justice Information Services, 1430 Maryland Avenue, St. Paul, MN 55106, 651-793-1007, or her successor.

The Agency's Authorized Representative is Dave Lee, Director, Government Services Center, 320 W 2<sup>nd</sup> Street, Duluth, MN 55802, (218) 726-2097, or his/her successor.

### **5 Assignment, Amendments, Waiver, and Contract Complete**

**5.1 Assignment.** Neither party may assign nor transfer any rights or obligations under this Agreement.

**5.2 Amendments.** Any amendment to this Agreement, except those described in Clauses 2.6 and 2.7 above must be in writing and will not be effective until it has been signed and approved by the same parties who signed and approved the original agreement, their successors in office, or another individual duly authorized.

**5.3 Waiver.** If either party fails to enforce any provision of this Agreement, that failure does not waive the provision or the right to enforce it.

**5.4 Contract Complete.** This Agreement contains all negotiations and agreements between the BCA and the Agency. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

## **6 Liability**

Each party will be responsible for its own acts and behavior and the results thereof and shall not be responsible or liable for the other party's actions and consequences of those actions. The Minnesota Torts Claims Act, Minn. Stat. § 3.736 and other applicable laws govern the BCA's liability. The Minnesota Municipal Tort Claims Act, Minn. Stat. Ch. 466, governs the Agency's liability.

## **7 Audits**

**7.1** Under Minn. Stat. § 16C.05, subd. 5, the Agency's books, records, documents, internal policies and accounting procedures and practices relevant to this Agreement are subject to examination by the BCA, the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement. Under Minn. Stat. § 6.551, the State Auditor may examine the books, records, documents, and accounting procedures and practices of BCA. The examination shall be limited to the books, records, documents, and accounting procedures and practices that are relevant to this Agreement.

**7.2** Under applicable state and federal law, the Agency's records are subject to examination by the BCA to ensure compliance with laws, regulations and policies about access, use, and dissemination of data.

**7.3** If Agency accesses federal databases, the Agency's records are subject to examination by the FBI and Agency will cooperate with FBI examiners and make any requested data available for review and audit.

**7.4** To facilitate the audits required by state and federal law, Agency is required to have an inventory of the equipment used to access the data covered by this Agreement and the physical location of each.

## **8 Government Data Practices**

**8.1 BCA and Agency.** The Agency and BCA must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13, as it applies to all data accessible under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Agency under this Agreement. The remedies of Minn. Stat. §§ 13.08 and 13.09 apply to the release of the data referred to in this clause by either the Agency or the BCA.

**8.2 Court Records.** If Agency chooses to execute the Court Data Services Subscriber Amendment referred to in Clause 2.12 in order to access and/or submit Court Records via BCA's systems, the following provisions regarding data practices also apply. The Court is not subject to Minn. Stat. Ch. 13 (see section 13.90) but is subject to the *Rules of Public Access to Records of the Judicial Branch* promulgated by the Minnesota Supreme Court. All parties acknowledge and agree that Minn. Stat. § 13.03, subdivision 4(e) requires that the BCA and the Agency comply with the *Rules of Public Access* for those data received from Court under the Court Data Services Subscriber Amendment. All parties also acknowledge and agree that the use of, access to or submission of Court Records, as that term is defined in the Court Data Services Subscriber Amendment, may be restricted by rules promulgated by the Minnesota Supreme Court, applicable state statute or federal law. All parties acknowledge and agree that these applicable restrictions must be followed in the appropriate circumstances.

## **9 Investigation of alleged violations; sanctions**

For purposes of this clause, "Individual User" means an employee or contractor of Agency.

**9.1 Investigation.** Agency and BCA agree to cooperate in the investigation and possible prosecution of suspected violations of federal and state law referenced in this Agreement. Agency and BCA agree to cooperate in the investigation of suspected violations of the policies and procedures referenced in this Agreement. When BCA becomes aware that a violation may have occurred, BCA will inform Agency of the suspected violation, subject to any restrictions in applicable law. When Agency becomes aware that a violation has occurred, Agency will inform BCA subject to any restrictions in applicable law.

**9.2 Sanctions Involving Only BCA Systems and Tools.**

The following provisions apply to BCA systems and tools not covered by the Court Data Services Subscriber Amendment. None of these provisions alter the Agency's internal discipline processes, including those governed by a collective bargaining agreement.

**9.2.1** For BCA systems and tools that are not covered by the Court Data Services Subscriber Amendment, Agency must determine if and when an involved Individual User's access to systems or tools is to be temporarily or permanently eliminated. The decision to suspend or terminate access may be made as soon as alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. Agency must report the status of the Individual User's access to BCA without delay. BCA reserves the right to make a different determination concerning an Individual User's access to systems or tools than that made by Agency and BCA's determination controls.

**9.2.2** If BCA determines that Agency has jeopardized the integrity of the systems or tools covered in this Clause 9.2, BCA may temporarily stop providing some or all the systems or tools under this Agreement until the failure is remedied to the BCA's satisfaction. If Agency's failure is continuing or repeated, Clause 11.1 does not apply and BCA may terminate this Agreement immediately.

### **9.3 Sanctions Involving Only Court Data Services**

The following provisions apply to those systems and tools covered by the Court Data Services Subscriber Amendment, if it has been signed by Agency. As part of the agreement between the Court and the BCA for the delivery of the systems and tools that are covered by the Court Data Services Subscriber Amendment, BCA is required to suspend or terminate access to or use of the systems and tools either on its own initiative or when directed by the Court. The decision to suspend or terminate access may be made as soon as an alleged violation is discovered, after notice of an alleged violation is received, or after an investigation has occurred. The decision to suspend or terminate may also be made based on a request from the Authorized Representative of Agency. The agreement further provides that only the Court has the authority to reinstate access and use.

**9.3.1** Agency understands that if it has signed the Court Data Services Subscriber Amendment and if Agency's Individual Users violate the provisions of that Amendment, access and use will be suspended by BCA or Court. Agency also understands that reinstatement is only at the direction of the Court.

**9.3.2** Agency further agrees that if Agency believes that one or more of its Individual Users have violated the terms of the Amendment, it will notify BCA and Court so that an investigation as described in Clause 9.1 may occur.

## **10 Venue**

Venue for all legal proceedings involving this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

## **11 Termination**

**11.1 Termination.** The BCA or the Agency may terminate this Agreement at any time, with or without cause, upon 30 days' written notice to the other party's Authorized Representative.

**11.2 Termination for Insufficient Funding.** Either party may immediately terminate this Agreement if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written notice to the other party's authorized representative. The Agency is not obligated to pay for any services that are provided after notice and effective date of termination. However, the BCA will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. Neither party will be assessed any penalty if the agreement is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. Notice of the lack of funding must be provided within a reasonable time of the affected party receiving that notice.

## **12 Continuing obligations**

The following clauses survive the expiration or cancellation of this Agreement: 6. Liability; 7. Audits; 8. Government

Data Practices; 9. Investigation of alleged violations; sanctions; and 10.Venue.  
***The parties indicate their agreement and authority to execute this Agreement by signing below.***

**1. AGENCY**

Name: Steve Raukar  
(PRINTED)

Signed: \_\_\_\_\_

Title: Chair, St. Louis County Board of Commissioners  
(with delegated authority)

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

Name: Donald Dicklich  
(PRINTED)

Signed: \_\_\_\_\_

Title: County Auditor  
(with delegated authority)

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

**2. DEPARTMENT OF PUBLIC SAFETY, BUREAU OF CRIMINAL APPREHENSION**

Name: \_\_\_\_\_  
(PRINTED)

Signed: \_\_\_\_\_

Title: \_\_\_\_\_  
(with delegated authority)

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

**3. COMMISSIONER OF ADMINISTRATION**  
delegated to Materials Management Division

By: \_\_\_\_\_

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



## Special Sale to the City of Mountain Iron

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

WHEREAS, The City of Mountain Iron has requested to purchase state tax forfeited land described as follows for the price of \$3,500 plus fees, for the purpose of affordable housing:

Legal: Lot 13, Block 3, Merritts First Addition to Mountain Iron; and  
North ½ of Lot 1, Block 15, Town of Grant to Mountain Iron; and  
South ½ of Lot 1, Block 15, Town of Grant to Mountain Iron  
Parcel Codes: 175-0020-00400, 175-0010-01550, 175-0010-01560  
Acres: 0.28  
LDKeys: 117936,120574,120575

WHEREAS, Minn. Stat. § 282.01, Subd. 1(a) authorizes the sale of state tax forfeited land to an organized governmental subdivision for any public purpose for which the subdivision is authorized to acquire property; and

WHEREAS, These parcels of land have not been withdrawn from sale pursuant to Minn. Stat. § 85.012, 92.461, 282.01, Subd. 8; and 282.018, and other statutes that require the withholding of state tax forfeited lands from sale; and

WHEREAS, These parcels of land have been classified as non-conservation land pursuant to Minnesota Stat. § 282.01; and

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the sale of approximately 0.28 acres of state tax forfeited lands, as described, to the City of Mountain Iron for the price of \$3,500 plus fees to be deposited into Fund 240 (Forfeited Tax Fund).

RESOLVED FURTHER, That the St. Louis County Auditor may offer for sale at public auction the state tax forfeited land described here if the City of Mountain Iron does not purchase the land by October 1, 2016.



# CITY OF MOUNTAIN IRON

"TACONITE CAPITAL OF THE WORLD"

PHONE: 218-748-7570 • FAX: 218-748-7573 • www.mtniron.com  
8586 ENTERPRISE DRIVE SOUTH • MOUNTAIN IRON, MN • 55768-8260

## RESOLUTION NUMBER 05-16

### AUTHORIZING THE AQUISITION OF CERTAIN PROPERTY

WHEREAS, the City Council has heretofore determined that it is beneficial to the City of Mountain Iron to acquire certain tax forfeit property from St. Louis County for the purpose of affordable housing.

NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF MOUNTAIN IRON, MINNESOTA, that the City of Mountain Iron requests that Saint Louis County begin the process to allow the City to purchase the following described real estate:

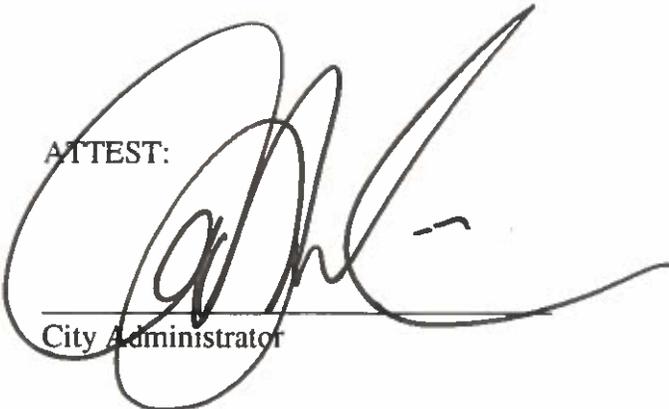
Lot 13 Block 3 of Merritts First Addition to Mountain Iron  
175-0020-00400  
5700 Mineral Avenue, Mountain Iron

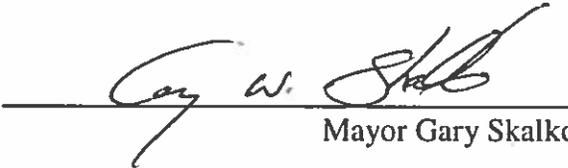
South 1/2 of Lot 1 Block 15 of the Town of Grant to Mountain Iron  
175-0010-01560  
5760 Mesabi Avenue, Mountain Iron

North 1/2 of Lot 1 Block 15 of the Town of Grant to Mountain Iron  
175-0010-01550  
5762 Mesabi Avenue, Mountain Iron

DULY ADOPTED BY THE CITY COUNCIL THIS 7<sup>th</sup> DAY OF MARCH, 2016

ATTEST:

  
\_\_\_\_\_  
City Administrator

  
\_\_\_\_\_  
Mayor Gary Skalko

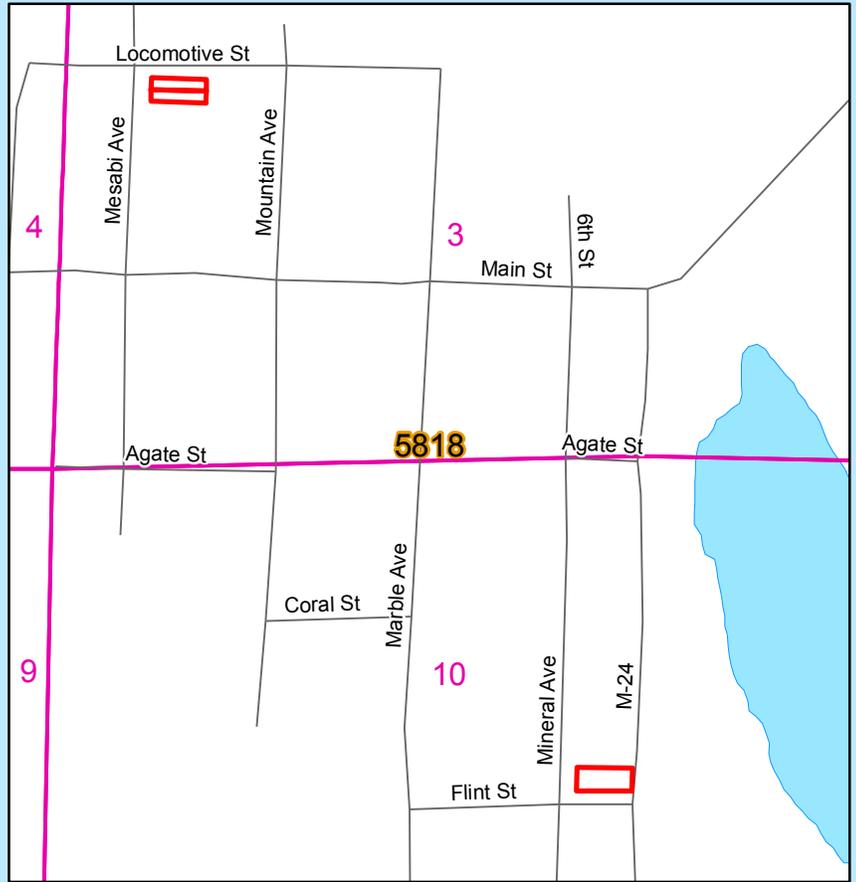


Legal : CITY OF MOUNTAIN IRON  
 LOT: 0013 BLOCK:003, MERRITTS 1ST  
 ADDITION TO MOUNTAIN IRON also  
 N 1/2, GRANT TOWN OF also S 1/2,  
 GRANT TOWN OF

Parcel Codes : 175-0020-00400,  
 175-0010-01550, 175-0010-01560

LDKEYS: 117936, 120574, 120575

Acres: .28

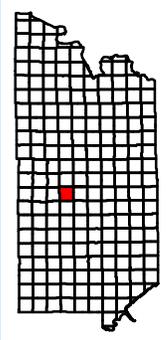


City of Mountain Iron

Sec: 3 & 10 Twp: 58 Rng: 18

**Commissioner District # 6**

- 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 & Minerals  
 Department**



**2016**





recommendation of the county board. All property conveyed under a conditional use deed by the Commissioner of Revenue is released from the use restriction and the possibility of reversion 30 years from the date the deed is acknowledged.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve the City of Winton's request for a free conveyance subject to payment of \$250 administrative fee, \$250 Department of Revenue fee, \$1.65 deed tax, \$25 deed fee and \$46 recording fee; for a total of \$572.65, to be deposited into Fund 240 (Forfeited Tax Fund).

## Request for Conveyance of State Tax Forfeited Land to the City of Winton

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

WHEREAS, Pursuant to Minn. Stat. § 282.01a, Subd. 1, upon recommendation of the County Board, the Commissioner of Revenue may convey state tax forfeited land to another governmental subdivision for an authorized public use; and

WHEREAS, The City of Winton has requested a free conveyance of state tax forfeited land for a community building, city hall, recreation and parking areas, legally described as:

CITY OF WINTON  
Lots 1 THRU 12 INC VAC  
ALLEY ADJ BLOCK 7  
FALL LAKE  
Parcel Code 190-0010-01210  
0.86 acres

THEREFORE, BE IT RESOLVED, That the St. Louis County Board recommends that the Commissioner of Revenue convey the above described state tax forfeited land to the City of Winton to be used for a community building, city hall, recreation and parking areas, upon payment of \$250 administrative fee, \$250 Department of Revenue fee, \$1.65 deed tax, \$25 deed fee, and \$46 recording fee; for a total of \$572.65, to be deposited into Fund 240 (Forfeited Tax Fund).

**City of Winton  
PO Box 163  
Winton, MN 55796**

March 3, 2016

**RESOLUTION 2016-1**

**A Resolution to apply for a free conveyance of Parcel 190-0010-01210**

WHEREAS, the City of Winton has a need for a City Hall/Community Building for residents to gather and conduct the business of the City; and

WHEREAS, there is a Parcel 190-0010-01210, lots 1 thru 12, Block VII, Fall Lake Plat, City of Winton, which is tax-forfeited to the State of Minnesota; and

WHEREAS, this Parcel adjoins property already under City of Winton ownership which together would make good public use for the stated purpose of a City Hall/Community Building;

THEREFORE BE IT RESOLVED, that the City of Winton make application to the State of Minnesota for a free conveyance of Parcel 190-0010-01210, lots 1 thru 12 inc vac alley adj, Fall Lake, City of Winton, Section 24, T63N, R12W, for the purpose of building a City Hall/Community Building for the City of Winton.

Yes: *unanimous*

No: *0*

*Kathy Brondau*  
\_\_\_\_\_  
Mayor

*A. Masloski*  
\_\_\_\_\_  
Council person

*Jim Tami*  
\_\_\_\_\_  
Council person

*Anne Jackson*  
\_\_\_\_\_  
City Clerk

*Davee Love*  
\_\_\_\_\_  
Council person

RECEIVED

APR 4 2016

LAND COMMISSIONER

**City of Winton  
PO Box 163  
Winton, MN 55796**

March 30, 2016

Mr. Mark Weber  
Land Commissioner  
St. Louis County Land and Minerals Department  
320 West 2<sup>nd</sup> Street, Room 302  
Duluth, MN 55802

RE: Conveyance of Parcel 190-0010-01210

Dear Mr. Weber:

Enclosed is a map of Parcel 190-0010-01210 with the proposed community center building marked on the map. Also marked is the proposed picnic table area, open recreation area, and parking areas for the public use of this parcel.

This building will provide an office area for the Winton City Hall, precinct voting, and rental for Ely-area citizens as well as Winton residents. Located adjacent to Highway 169, a popular tourism corridor, it is also well suited for visitor use.

Please let the City know if there are any other requirements for this conveyance request.

Thank you for your assistance.

Sincerely,



Anne Jackson  
Winton City Clerk

ST. LOUIS COUNTY LAND DEPARTMENT ADDENDUM  
 TO THE APPLICATION BY A GOVERNMENTAL  
 SUBDIVISION FOR CONVEYANCE OF TAX-FORFEITED  
 LAND FOR AN AUTHORIZED PUBLIC USE  
 IN ST. LOUIS COUNTY  
 (to be completed by the applicant)

Name of governmental subdivision (applicant): City of Winton

Mailing address of applicant: P.O. Box 163  
Winton MN 55796

Date requested property was forfeited to the State: 11 / 4 / 2015  
 (month) (day) (year)

Legal description of property (include name of the city/town in which the property is located):  
Lots 1-12, inc vac alley adj.  
Block 7  
Fall Lake Plat  
City of Winton parcel Code: 190-0010-01210

In preparation of presentation of this application for conveyance of tax-forfeited land to the St. Louis County Board, please complete the following questionnaire:

1. Is the proposed use authorized by statute, law, or local charter? Yes  No
2. How is the proposed use likely to serve the public's interest as much or more than returning the parcel to the tax rolls? Rationale The parcel will be a building site for a community building, City Hall, recreation, and parking areas.
3. Does the parcel contain valuable natural resources? Yes  No
4. Does the parcel have public scenic or aesthetic values? Yes  No
5. Does the parcel contain unique geological features? Yes  No   
 If yes, what? \_\_\_\_\_
6. According to ordinarily available information, is the parcel absent of rare plants or animals? Yes  No  If no, which? \_\_\_\_\_
7. According to ordinarily available information, is the parcel absent of important, historic or archeological features? Yes  No   
 If no, which? 17 foot carved lumberjack statue is located next to the Winton entrance sign on the SW corner of the parcel.

8. Is the parcel adjacent to a meandered lake or other public water or water course?  
Yes \_\_\_ No  If yes, which? \_\_\_\_\_
9. What is the zoning designation for the parcel? public use / residential  
Which zoning authority? City of Winton
10. What are the low income requirements for this proposed project? \$ N/A  
(If applicable)
11. What are the moderate income requirements for this proposed project?  
\$ N/A  
(If applicable)

### Supplemental Information for a Conditional Use Deed

ALL applications (State Deed Application Form) for a conditional use deed must be accompanied by a completed Conditional Use Deed Supplement form.

<b>Property</b>	Property identification number(s) (PIN) for requested property (attach additional sheets if necessary)	
	Market value of requested property	Total acreage of requested property
	Describe current condition of the parcel (identify any improvements and natural features)	
<b>Forfeiture</b>	Date of recording of auditor's certificate of forfeiture with the county recorder (if applicable)	Recorder's Document number (if applicable)
	Date of recording of auditor's certificate of forfeiture with the county registrar of titles (if applicable)	Registrar's Document number (if applicable)

190-0010-01210  
 \$ 43,200  
 1.86  
 Empty lots with pine trees on East + South of the parcel. There is an entrance sign and carved lumberjack statue in the SW corner.  
 N/A  
 N/A  
 N/A  
 N/A

**Authorized Public Use**  
 M.S. 282.01, subd. 1a, par. (e) limits the authorized public uses for conditional use deeds to the following list. Please check the appropriate box below:

<input type="checkbox"/> Road or right-of-way for a road	<input checked="" type="checkbox"/> Park	Will the park be available to and accessible by the public? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Trails		Will there be signage indicating to the public this is a park? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Transit facilities		Will the park contain amenities maintained for active utilization by the public? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/> Public beach or boat launch		Type of amenities: <u>picnic tables</u>
<input type="checkbox"/> Public parking		Will the park primarily be open space? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Civic recreation or conference facilities	<input type="checkbox"/> Public service facilities	Type of facility: _____

Describe in detail the intended public use of the property:  
This will be the site of a handi-cap accessible community building to serve as a City Hall, precinct voting, public meetings. It will include a kitchen area for events and rentals. Open space outdoor recreation is planned on the South of the building.

Do you anticipate establishing the proposed use within 3-years?  Yes  No  
 If "no", when do you anticipate the use being established? \_\_\_\_\_

**Fee Required**  
 Minn. Stat. § 282.01, subd. 1g requires a fee of \$250 to be submitted to the Commissioner of Revenue along with this application. If this application is denied, the Commissioner shall refund \$150 of the application fee.

The required fee is enclosed.

**Supporting Documentation**  
 Indicate the supporting documentation that you have included for consideration during the review of your application. Please note that some forms of documentation are required. Check all that apply:

<input checked="" type="checkbox"/> Photos (required)	<input checked="" type="checkbox"/> Resolution authorizing application by the governmental subdivision (required)
<input checked="" type="checkbox"/> Maps (required)	<input checked="" type="checkbox"/> Plans documenting the intended use
<input type="checkbox"/> Other: _____	

<b>Office Use only</b>	
This application it is hereby: rejected _____ granted _____	Fee Paid: _____ Refund: _____
By _____ Commissioner of Revenue	

*Response Letter*

Please check one of the following responses and sign in the appropriate space.

I hereby agree the State tax forfeited lands described above are best suited for a Free Conveyance to a Governmental Subdivision.

I hereby disagree with a Free Conveyance of the above described State tax forfeited lands and I understand that the land may be offered at public auction.

Anne Jackson, City Clerk

City of Winton

Adjacent Owner

4/29/16

Date

Anne Jackson

Please return by May 29, 2016. No response by this date will be considered in agreement with the Free Conveyance as described above.

Parcel: 190-0010-01210

Adj owner name: City of Winton

RECEIVED

MAY 2 2016

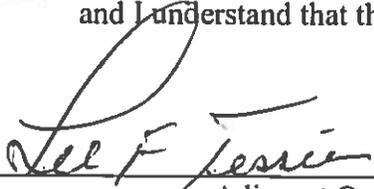
LAND COMMISSIONER

*Response Letter*

Please check one of the following responses and sign in the appropriate space.

I hereby agree the State tax forfeited lands described above are best suited for a Free Conveyance to a Governmental Subdivision.

I hereby disagree with a Free Conveyance of the above described State tax forfeited lands and I understand that the land may be offered at public auction.

  
\_\_\_\_\_  
Adjacent Owner

4-29-2016  
\_\_\_\_\_  
Date

Please return by May 29, 2016. No response by this date will be considered in agreement with the Free Conveyance as described above.

Parcel: 190-0010-01210

Adj owner name: TESSIER LEE ETUX

*Response Letter*

Please check one of the following responses and sign in the appropriate space.



I hereby agree the State tax forfeited lands described above are best suited for a Free Conveyance to a Governmental Subdivision.



I hereby disagree with a Free Conveyance of the above described State tax forfeited lands and I understand that the land may be offered at public auction.

Michael and Kathleen Brandau  
Adjacent Owner

4-30-16

Date

Please return by May 29, 2016. No response by this date will be considered in agreement with the Free Conveyance as described above.

Parcel: 190-0010-01210

Adj owner name: BRANDAU MICHAEL & KATHLEEN



# St. Louis County Land and Minerals Department Tax Forfeited Land Sales

## Free Conveyance

Legal: CITY OF WINTON  
LOTS 1 THRU 12 INC VAC  
ALLEY ADJ  
BLOCK 7  
FALL LAKE

Parcel Code: 190-0010-01210

LDKEY: 122289

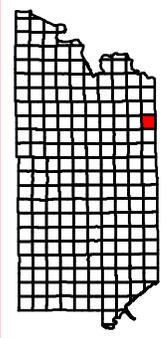


City of Winton

Sec: 24 Twp: 63 Rng: 12

### Commissioner District # 4

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

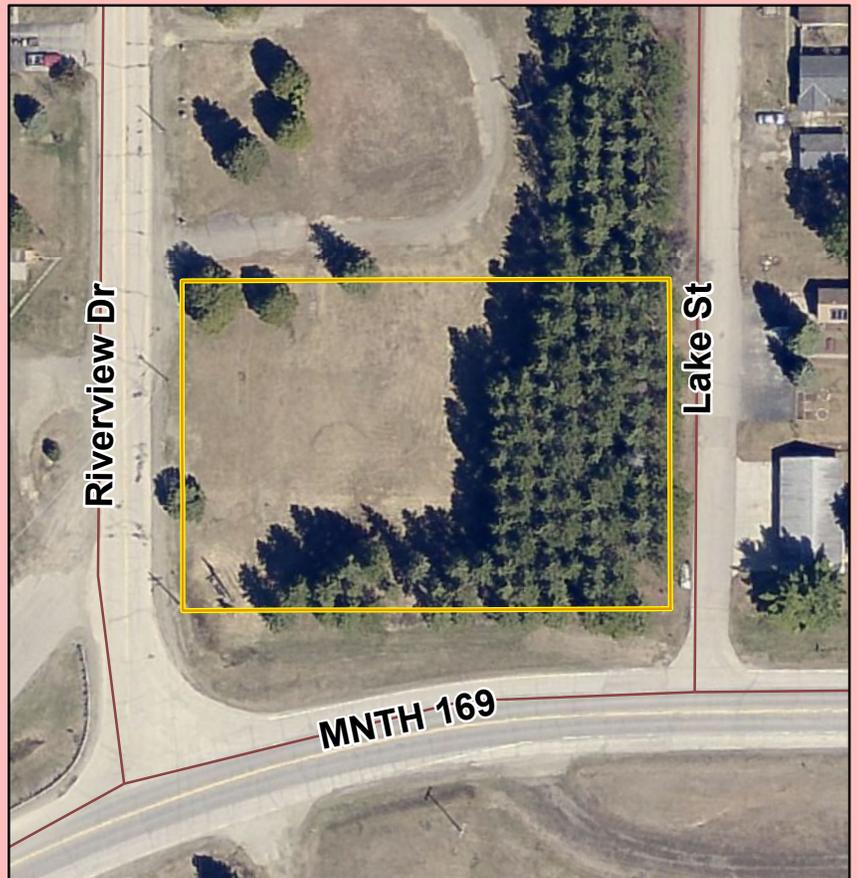


St. Louis County, Minnesota

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**St. Louis County  
Land and Minerals Department**

**2016**





**Agreement with Dynamic Recycling for Household Electronics Waste Recycling**

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

WHEREAS, Minn. Stat. §115A, 1310-1330 prohibits the landfilling of video display devices and also requires that they be recycled; and

WHEREAS, The Environmental Services Department negotiated prices with its current contractor, Dynamic Recycling, for the transportation and processing of collected video display devices; and

WHEREAS, The prices negotiated are more advantageous to the Department than prices available through the state contract;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the Environmental Services Department to enter into a one (1) year contract with Dynamic Recycling, of Onaska, WI, for the transportation and processing of waste electronics at an estimated total cost of \$105,000 payable from Fund 600, Agency 601003, subject to approval of the County Attorney.

# BOARD LETTER NO. 16 - 262

ENVIRONMENT & NATURAL RESOURCES COMMITTEE  
CONSENT NO. 5

BOARD AGENDA NO.

**DATE:** June 14, 2016  
**RE:** Award of Bid: Class I  
Demolition Waste Haulage  
Contracts

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

Mark St. Lawrence, Director  
Environmental Services

**RELATED DEPARTMENT GOAL:**

To pursue efficient and effective waste management programs to enhance services to residents and businesses.

**ACTION REQUESTED:**

The St. Louis County Board is requested to authorize a one-year contract to Mahkahta Trucking Inc, Eveleth, MN. (MTI) and The G-men Inc. Ely, MN (G-Men) to provide the haulage of Class I demolition waste.

**BACKGROUND:**

The Environmental Services Department provides a comprehensive system of solid waste management for residents and businesses within its Solid Waste Management Area (SWMA) through a network of solid waste transfer facilities. In July of 2010 the Department closed its last remaining permitted demolition landfill as it reached its capacity. Since that time, demolition waste has been hauled by several different companies to Minnesota Pollution Control Agency (MPCA) permitted demolition landfills throughout the area and region.

The Department has recently designated two (2) MPCA permitted demolition landfills in the area to receive the majority of the demolition waste it collects. Most of this waste is collected at five (5) locations including the Aurora, Cook, Ely and Hibbing transfer stations and the Regional Landfill in Virginia. The service for the haulage of the waste from each of these locations was competitively bid through a Request for Bids (RFB) that was issued in early April, 2016. The bids included the loading and hauling of the waste on a per ton basis from each site to the designated location. The results of the

lowest accepted bids received are listed below. There was one additional bidder that submitted a price for the Hibbing transfer station at a higher rate.

In an effort to keep the cost of haulage as low as possible, the county included a fuel adjustment clause in this request for bids. The fuel price was set on April 21, 2016, and compensation or reimbursement will be calculated each month according to a prescribed formula.

The bid prices are as follows:

	<u>Location</u>	<u>Cost Per Ton</u>	<u>Annual Estimate</u>
<u>Mahkahta Trucking Inc.</u>	<b>Aurora</b>	<b>\$25.50</b>	<b>\$30,472.50</b>
	Cook	\$27.50	\$27,582.50
	<b>Ely</b>	<b>\$31.00</b>	<b>\$50,840.00</b>
	Hibbing	\$12.66	\$17,913.90
<u>The G-Men Inc.</u>	Aurora	\$25.90	\$30,950.50
	<b>Cook</b>	<b>\$27.00</b>	<b>\$27,081.00</b>
	Ely	\$31.10	\$51,004.00
	<b>Hibbing</b>	<b>\$10.90</b>	<b>\$15,423.90</b>
	<b>Virginia</b>	<b>\$18.00</b>	<b>\$64,944.00</b>

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve a one-year haulage contract with Mahkahta Trucking Inc., Eveleth, Minnesota, for the Aurora and Ely, transfer stations for an estimated annual cost of \$81,312.50. Additionally, it is recommended that the Board approve a one-year haulage contract with The G-Men Inc., Ely, MN for the Virginia Regional Landfill and the Cook and Hibbing transfer stations for an estimated annual cost of \$107,448.90. Both contracts will be subject to actual quantity billing plus possible fuel adjustment charges, payable from Fund 600, Agency 605001, Object 629901.

**Award of Bid: Class I Demolition Waste Haulage Contracts**

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

WHEREAS, St. Louis County supports effective and efficient waste management programs to enhance services to residents and businesses while protecting the environment, and;

WHEREAS, St. Louis County requires a contractor to load and haul class I demolition waste from five (5) specified transfer locations to designated Minnesota Pollution Control Agency landfills for disposal, and;

WHEREAS, The haulage service was competitively bid in April 2016, with several bids received;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes a one-year haulage contract with Mahkahta Trucking Inc., Eveleth, Minnesota, and the G-Men Inc., Ely, Minnesota beginning July 1, 2016 at an estimated annual cost of respectively \$81,312.50 and \$107,448.90, plus possible fuel adjustment charges and subject to delivery amounts, payable from Fund 600, Agency 605001, Object 629901.

# BOARD LETTER NO. 16 – 263

PUBLIC WORKS & TRANSPORTATION COMMITTEE  
CONSENT NO. 6

BOARD AGENDA NO.

**DATE:** June 14, 2016                      **RE:** Amend Agreement with LHB Corp. for Design Services on County Bridge 488 (White Township)

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

James T. Foldesi  
Public Works Director/Highway Engineer

**RELATED DEPARTMENT GOAL:**

To provide a safe, well maintained road and bridge system.

**ACTION REQUESTED:**

The St. Louis County Board is requested to authorize an amendment to the agreement with LHB Corp. of Duluth, MN for design services on County Bridge 488 on County State Aid Highway (CSAH) 110 in White Township.

**BACKGROUND:**

The St. Louis County Public Works Department has an agreement with LHB Corp., of Duluth, MN, for design services for County Bridge 488 design under project CP 0110-176330, SAP 69-710-025. This professional services agreement was originally for \$51,000 and was approved on February 14, 2013. It has been determined that a significant change in the scope was necessary to provide the most cost effective project solution for the proposed bridge while safely facilitating uninterrupted traffic flow through the projects limits during construction. In addition, it has been determined that it is necessary to extend the length of the professional services agreement to September 30, 2016. This project is funded by St. Louis County State Aid funds.

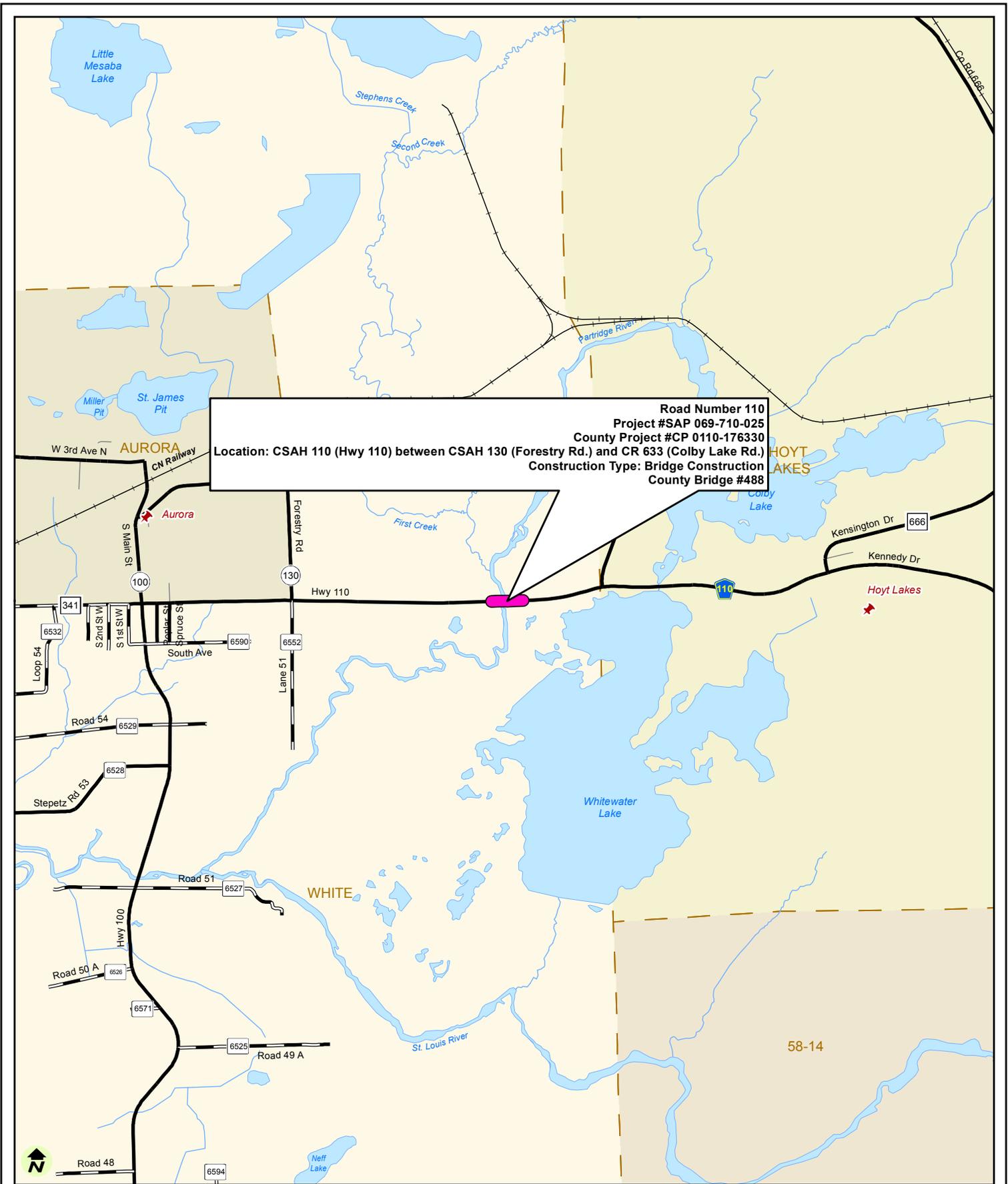
**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize an amendment to the agreement with LHB Corp., of Duluth, MN, for design services on County Bridge 488, increasing the cost of services and extending the contract to September 30, 2016. The total cost of these additional services is \$42,881.61, payable from Fund 220, Agency 220284, Object 626600.

**Amend Agreement with LHB Corp. for Design Services on County Bridge 488  
(White Township)**

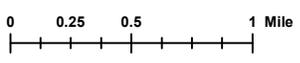
BY COMMISSIONER \_\_\_\_\_

RESOLVED, That the St. Louis County Board authorizes an amendment to an agreement with LHB Corp. of Duluth, MN, whereby the county will increase the cost of design services on County Bridge 488 under project CP 0110-173330, SAP 69-710-025SAP 69-613-041, CP 0013-247751 and extend the contract to September 30, 2016. The total cost of these additional services is \$42,881.61, payable from Fund 220, Agency 220284, Object 626600. The total contract cost shall not exceed \$93,881.61.



**Road Number 110**  
**Project #SAP 069-710-025**  
**County Project #CP 0110-176330**  
**Location: CSAH 110 (Hwy 110) between CSAH 130 (Forestry Rd.) and CR 633 (Colby Lake Rd.)**  
**Construction Type: Bridge Construction**  
**County Bridge #488**

St. Louis County 2016 Road & Bridge Construction



Map Components	
2016 Road & Bridge Construction	County Road - Paved
Bridge Construction	County Road - Gravel
Interstate Highway	Railroad
U.S./State Highway	Commissioner District
Township Boundary	City/Town
Lake	River/Stream

# BOARD LETTER NO. 16 – 264

FINANCE & BUDGET COMMITTEE CONSENT NO. 7

BOARD AGENDA NO.

**DATE:** June 14, 2016                      **RE:** County-wide Overhead Door  
Service Contracts

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

Donna Viskoe  
County Procurement Manager

**RELATED DEPARTMENT GOAL:**

To provide efficient and legally compliant purchasing and contracting functions.

**ACTION REQUESTED:**

The St. Louis County Board is requested to authorize county-wide overhead door service contracts.

**BACKGROUND:**

The St. Louis County Purchasing Division worked with Public Works, Land and Minerals, Environmental Services, and Property Management Departments to create an overhead door service contract to standardize this service and ensure the best value for the county. The services provided include emergency calls, preventative maintenance, annual inspections/service, replacements, and general repairs. There are 23 locations with over 136 overhead doors and the historic annual aggregate cost for the above named services totally approximately \$60,000 annually. These agreements will be instituted with location and contractor availability considerations, providing flexibility and rapid response for the county. Departments will have the option to engage the services of any one of the contractors as needs and situations dictate. The initial contract periods begin July 1, 2016 – June 30, 2019 with two subsequent optional one-year extension periods.

The St. Louis County Purchasing Division issued a Request for Proposals which were reviewed in May 2016. Five companies responded to the RFP, with the following three meeting the Purchasing Division's qualifications:

- LBC Garage Doors - Duluth, MN
- Quality Garage Door Service - Duluth, MN
- Door Service Incorporated – Superior, WI

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve three year contracts for county-wide overhead door services with LBC Garage Doors of Duluth, MN, Quality Garage Door Service of Duluth, MN, and Door Service Incorporated of Superior, WI beginning July 1, 2016 through June 30, 2019 with two subsequent optional one-year extension periods.

## County-wide Overhead Door Service Contracts

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

WHEREAS, The St. Louis County Purchasing Division worked with Public Works, Land & Minerals, Environmental Services, and Property Management Departments to create a standing overhead door service contract to standardize this service and ensure the best value for the county; and

WHEREAS, The services provided include emergency calls, preventative maintenance, annual inspections/service, replacements, and general repairs for the 23 locations with over 136 overhead doors; and

WHEREAS, The St. Louis County Purchasing Division issued a Request for Proposals with five companies responding and the following three meeting the Purchasing Division's qualifications:

LBC Garage Doors - Duluth, MN  
Quality Garage Door Service - Duluth, MN  
Door Service Incorporated – Superior, WI

WHEREAS, Departments will have the option to engage the services of any one of the contractors as needs and situations dictate, and to pay for these services from the appropriate departmental budget;

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes the appropriate county officials to execute three-year contracts beginning July 1, 2016 through June 30, 2019 with two subsequent optional one-year extension periods, with LBC Garage Doors of Duluth, MN, Quality Garage Door Service of Duluth, MN, and Door Service Incorporated of Superior, WI, for county-wide overhead door services.

# BOARD LETTER NO. 16 – 265

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 1

BOARD AGENDA NO.

**DATE:** June 14, 2016                      **RE:** Award of Bids: Sidewalk  
Project on CSAH 4/Rice Lake  
Road (Duluth)

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

James T. Foldesi  
Public Works Director/Highway Engineer

**RELATED DEPARTMENT GOAL:**

To provide a safe, well maintained road and bridge system.

**ACTION REQUESTED:**

The St. Louis County Board is requested to award to the low responsible bidder a sidewalk project on County State Aid Highway (CSAH) 4/Rice Lake Road in Duluth.

**BACKGROUND:**

County staff is authorized under Resolution No. 88-381, dated May 24, 1988, to call for bids on projects which are already included in the budget document. Bids were requested for a sidewalk project in Duluth funded with Federal and St. Louis County State Aid funds

A call for bids was received by the St. Louis County Public Works Department on May 26, 2016, for the project in accordance with the plans and specifications on file in the office of the County Highway Engineer:

- Project:** CP 0004-136147, SP 69-604-073

**Location:** CSAH 4 (Rice Lake Road) from 1000' No. of TH 194 (Central Entrance) to MSA 160 (Arrowhead Road)

**Traffic:** 10,620

**PQI:** N.A.

**Construction:** Grading, Aggregate Base, Bituminous Sidewalk, Concrete Sidewalk, Storm Basins and Retaining Walls

**Funding:** Fund 220, Agency 220398, Object 652700

**Anticipated Start Date:** July 18, 2016

**Anticipated Completion Date:** October 7, 2016

**Engineer's Estimate:** \$867,659.15

**BIDS:**

<b>KGM Contractors, Inc., Angora, MN</b>	<b>\$1,157,260.88 (+\$289,601.73, +33.38%)</b>
Northland Constructors of Duluth, Duluth, MN	\$1,262,574.40
Kaski, Inc., Duluth, MN	\$1,484,061.91

**RECOMMENDATION:**

It is recommended that the St. Louis County Board award County Project CP 0004-136147 to low bidder KGM Contractors, Inc. of Angora, MN, in the amount of \$1,157,260.88, payable from Fund 220, Agency 220398, Object 625700.

**Award of Bids: Sidewalk Project on CSAH 4/Rice Lake Road (Duluth)**

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

WHEREAS, Bids have been received electronically by St. Louis County Public Works Department for the following project:

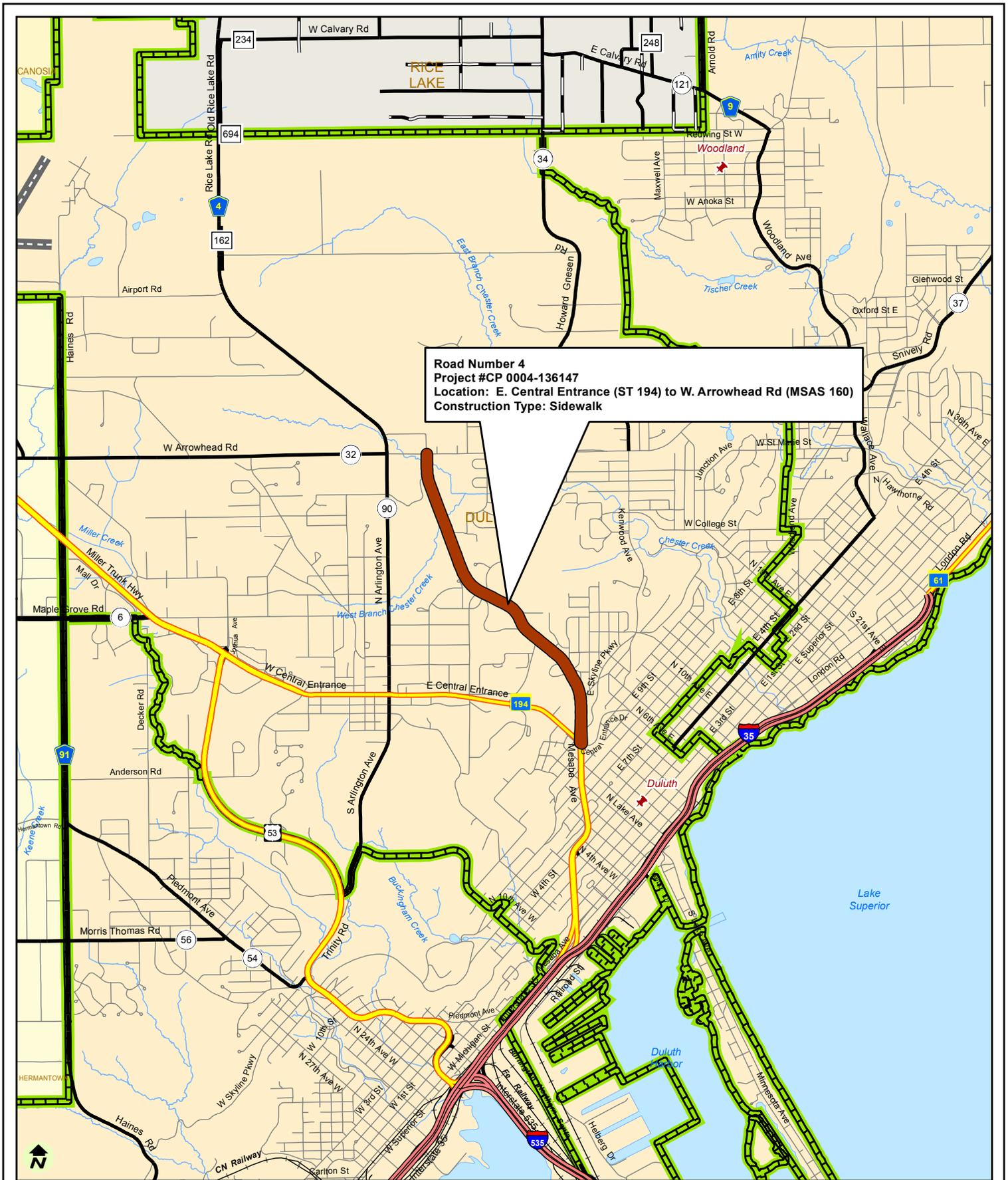
CP 0004-136147, SP 69-604-073, CSAH 4 (Rice Lake Road) from 1000' No. of TH 194 (Central Entrance) to MSA 160 (Arrowhead Road), and;

WHEREAS, Bids were opened in the Richard H. Hansen Transportation & Public Works Complex, Duluth, MN, on May 26, 2016, and the low responsible bid determined;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the award on the above project to the low bidder:

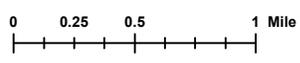
<u>LOW BIDDER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
KGM Contractors, Inc.	9211 Hwy 53 Angora, MN 55703	\$1,157,260.88

RESOLVED FURTHER, That the appropriate county officials are authorized to approve the Contractor's Performance Bonds and to execute the bonds and contract for the above listed project payable from Fund 220, Agency 220398, Object 652700.



**Road Number 4**  
**Project #CP 0004-136147**  
**Location: E. Central Entrance (ST 194) to W. Arrowhead Rd (MSAS 160)**  
**Construction Type: Sidewalk**

St. Louis County 2017 Road & Bridge Construction



Map Components	
2017 Road & Bridge Construction	County Road - Paved
Sidewalk Construction	County Road - Gravel
Interstate Highway	Local Road/City Street
U.S./State Highway	Railroad
Commissioner District	Township Boundary
	City/Town
	Lake
	River/Stream

# BOARD LETTER NO. 16 – 266

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 2

BOARD AGENDA NO.

**DATE:** June 14, 2016                      **RE:** Award of Bids: Construction  
of Survey Equipment Storage  
Building (Virginia)

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

James T. Foldesi  
Public Works Director/Highway Engineer

**RELATED DEPARTMENT GOAL:**

To provide a safe, well maintained road and bridge system.

**ACTION REQUESTED:**

The St. Louis County Board is requested to award to the low bid qualifying vendor to build a new survey equipment storage building in Virginia.

**BACKGROUND:**

Since 2012, the Land Survey Division has been expanding to meet the wide ranging needs of other county departments and constituents. The Virginia Division has acquired additional FTE's and equipment to aid in the acceleration of the re-monumentation of the Public Land Survey System in St. Louis County. The Virginia Division is currently storing two survey vehicles, complete with a wide variety of tools, outside of its allocated garage space. The addition of a garage for survey vehicles and equipment is necessary to provide inside storage and prolong equipment life.

Specifications were developed by the Public Works Department for a 36' x 56' wood framed, slab on grade foundation building and the Purchasing Division prepared Bid No. 5282. The following are the results of the bid:

<b>Four Star Construction Inc., Superior, WI</b>	<b>\$182,800.00</b>
Lenci Enterprises, Virginia, MN	\$198,900.00
Max Gray, Hibbing, MN	\$208,800.00
Johnson Wilson, Duluth, MN	\$224,000.00
Hammerland Construction, Grand Rapids, MN	\$277,642.00

**RECOMMENDATION:**

It is recommended that the St. Louis County Board award the construction of a survey equipment storage building in Virginia, MN, to the low qualifying bidder Four Star Construction Inc. of Superior WI, in the amount of \$182,800, payable from Fund 405, Agency 405050, Object 661100.

**Award of Bids: Construction of Survey Equipment Storage Building (Virginia)**

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

WHEREAS, The St. Louis County Public Works Survey Division has been expanding to meet the wide ranging needs of other county departments and constituents; and

WHEREAS, The Virginia Division is storing two survey vehicles, complete with a wide variety of tools, outside of its allocated garage space; and

WHEREAS, Specifications were developed by the Public Works Department for a 36' x 56' wood framed, slab on grade foundation building, and forwarded to the Purchasing Division for bid preparation; and

WHEREAS, Four Star Construction Inc., of Superior WI, provided the low qualifying bid price of \$182,800;

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes a contract with Four Star Construction Inc., of Superior, WI, for the construction of a survey equipment storage building in Virginia, MN, at the low qualifying bid price of \$182,800, payable from Fund 405, Agency 405050, Object 661100.

# BOARD LETTER NO. 16 – 267

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 3

BOARD AGENDA NO.

**DATE:** June 14, 2016                      **RE:** Architectural, Engineering and  
Design Services Agreement –  
Cook Public Works Building

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

James T. Foldesi  
Public Works Director/Highway Engineer

**RELATED DEPARTMENT GOALS:**

Provide safe, secure, efficient, and code compliant facilities and facility operations.  
Administer capital improvement and facilities construction projects.

**ACTION REQUESTED:**

The St. Louis County Board is requested to authorize a professional services contract with LHB Engineers & Architects of Duluth, MN, for the pre-planning, planning/design, construction and bid documents, project administration, and project close out for the Cook Public Works Building.

**BACKGROUND:**

The current District 4 Public Works buildings have the lowest Facility Condition Indexes of the county's Public Works Districts. These buildings have failing water-sewer utilities, inadequate space needs, are energy inefficient, do not meet code requirements, and the current conditions do not allow for efficient vehicle washing. A detailed presentation on this project was presented at the March 15, 2016 County Board Workshop. The general consensus of the County Board was to move to the next step, send out a request for proposals, and get an architectural firm hired.

St Louis County Purchasing solicited for proposals on February 17, 2016 for the pre-design/design and contract management services portion of the building construction project. Eleven (11) architectural and engineering firms submitted proposals. They are as follows:

Angus Young Associates  
ARI Inc.  
S.E.H. Inc.  
Architecture Advantage

Janesville, WI  
Hibbing, MN  
Virginia, MN  
Duluth, MN

T.K.D.A.	Duluth, MN
LHB Corp.	Duluth, MN
DSGW Architects	Virginia, MN
Scalzo Architects	Duluth, MN
Oertel Architects LTD.	St. Paul, MN
EAPC Architects Engineers	Bemidji, MN
Krech Ojard & Associates, Inc.	Duluth, MN

LHB Corp., Oertel Architects LTD, DSGW Architects, and T.K.D.A. were chosen as the most qualified firms by a committee and were given a final in person interview. The committee agreed on LHB Corp. as the successful proposing firm.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize a professional services contract with LHB Corp., Duluth, MN, for all phases of the Cook Public Works Building construction project in an amount of \$657,471, payable from capital funding identified for the pre-design services of the project in the Capital Project Fund, Fund 400, Agency 400023, to be transferred into Fund 405, Agency 405069 for this project.

**Architectural, Engineering and Design Services Agreement –  
Cook Public Works Building**

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

WHEREAS, The current District 4 Public Works Buildings have failing water-sewer utilities, inadequate space needs, are energy inefficient, do not meet code requirements and have the lowest Facility Condition Indexes of all County Public Works Districts; and

WHEREAS, The St. Louis County Purchasing Division solicited proposals for the pre-design/design and contract management services for the construction of the Cook Public Works Building, and 11 architectural and engineering firms submitted proposals, with four being interviewed; and

WHEREAS, It is the consensus of the interview team that LHB Corp., of Duluth, MN, submitted the successful proposal;

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes the appropriate county officials to enter into a professional service contract with LHB Corp., of Duluth, MN, for all phases of the Cook Public Works Building construction project in an amount of \$657,471, payable from Fund 405, Agency 405069, Object 626600, transferred in from the Capital Project Fund 400, Agency 400023.

# BOARD LETTER NO. 16 – 268

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 4

BOARD AGENDA NO.

**DATE:** June 14, 2016

**RE:** Award of Bids: 2016  
Maintenance Striping (St. Louis  
and Lake Counties, City of  
Babbitt, Fayal and White  
Townships)

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

James T. Foldesi  
Public Works Director/Highway Engineer

**RELATED DEPARTMENT GOAL:**

To provide a safe, well maintained road and bridge system.

**ACTION REQUESTED:**

The St. Louis County Board is requested to award the 2016 Maintenance Striping project.

**BACKGROUND:**

County staff is authorized under Resolution No. 88-381, dated May 24, 1988, to call for bids on projects which are already included in the budget document. Bids were requested for 2016 maintenance striping on various streets and highways within St. Louis County, Lake County, City of Babbitt, and Fayal and White Townships.

A call for bids was received by the St. Louis County Public Works Department on June 9, 2016, for the project in accordance with the plans and specifications on file in the office of the County Highway Engineer:

- Project:** CP 0000-275364

**Location:** Various streets and highways within St. Louis and Lake Counties, City of Babbitt, Fayal and White Townships

**Traffic:** N.A.

**PQI:** N.A.

**Construction:** 2016 Maintenance Striping

**Funding:** Fund 200, Agency 207001, Object 651800

**Anticipated Start Date:** July 11, 2016

**Anticipated Completion Date:** September 30, 2016  
**Engineer's Estimate:** \$498,320.00

**BIDS:**

<b>Traffic Marking Service, Inc.</b> <b>Maple Lake, MN</b>	<b>\$487,087.30 (-\$11,232.70, -2.25%)</b>
AAA Striping Service Co. St. Michael, MN	\$494,121.30
Fahrner Asphalt Sealers, LLC Eau Claire, WI	\$575,718.00

**RECOMMENDATION:**

It is recommended that the St. Louis County Board award County Project CP 0000-275364/2016 Maintenance Striping to low bidder Traffic Marking Service Inc. of Maple Lake, MN in the amount of \$487,087.30, payable from Fund 200, Agency 207001, Object 651800.

**Award of Bids: 2016 Maintenance Striping (St. Louis and Lake Counties,  
City of Babbitt, Fayal and White Townships)**

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

WHEREAS, Bids have been received electronically by St. Louis County Public Works Department for the following project:

CP 0000-275364, 2016 Maintenance Striping on various streets and highways within St. Louis and Lake Counties, City of Babbitt, Fayal and White Townships, and;

WHEREAS, Bids were opened in the Richard H. Hansen Transportation & Public Works Complex, Duluth, MN, on June 9, 2016, and the low responsible bid determined.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the award on the above project to the low bidder:

<u>LOW BIDDER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
Traffic Marking Service Inc.	621 Division St. East Maple Lake, MN 55358	\$487,087.30

RESOLVED FURTHER, That the appropriate county officials are authorized to approve the Contractor's Performance Bonds and to execute the bonds and contract for the above listed project payable from Fund 200, Agency 207001, Object 651800.

With additional revenue budgeted for expense:

Lake County	Fund 200, Agency 207001, Rev. Obj. 551508	\$18,013.50
City of Babbitt	Fund 200, Agency 207001, Rev. Obj. 551518	\$1,482.70
Fayal Township	Fund 200, Agency 207001, Rev. Obj. 551537	\$1,477.10
White Township	Fund 200, Agency 207001, Rev. Obj. 551520	\$5,663.00

# BOARD LETTER NO. 16 – 269

FINANCE & BUDGET COMMITTEE NO. 1

BOARD AGENDA NO.

**DATE:** June 14, 2016

**RE:** **Contract for Workers  
Compensation Assistance  
from Third Party Administrator**

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

## **RELATED DEPARTMENT GOAL:**

A strong county infrastructure through innovation, responsible stewardship of county resources, and cost-effective and efficient programs.

## **ACTION REQUESTED:**

The St. Louis County Board is requested to accept the third party administrative service proposal submitted by PMA Companies and authorize an administrative service agreement with PMA Companies effective July 1, 2016 for Third Party Administration of select portions of St. Louis County's Workers' Compensation program and authorize the annual fees as negotiated and described within.

## **BACKGROUND:**

St. Louis County Safety and Risk Management assumed responsibility of the county's Workers' Compensation program in 2009 (Resolution No. 08-643) with the goal of aligning Workers' Compensation with the preventative, partnership role that Loss Control in Safety and Risk Management performs within the county.

St. Louis County Safety and Risk Management has a robust, integrated Workers' Compensation and Risk Management program including a strong team of Loss Control staff embedded in departments that investigate accidents and coordinate activities toward the objective of preventing future incidences and injuries. In addition, the Workers' Compensation Case Manager regularly meets with department leadership and injured employees, facilitates occupational medicine visits and serves as the employee point-of-contact for the Return to Work process and facilitating medical care. In 2015 St. Louis County implemented a fully functional internal injury/incident reporting hotline via which a near immediate response is achieved for most cases 24/7. The number of litigated cases and associated costs have been and continue to be low. The county has managed Workers' Compensation expenses through maximizing subrogation opportunities, using the Workers' Comp Reinsurance (WCRA) for reinsurance, negotiating a contract with HOMELINK for reduced cost durable medical goods and contracting with Corvel for medical bill review/medical cost containment. The Corvel contract alone has saved over \$1.5 million over three years.

County Administration worked with the Purchasing Division to issue a Request for Proposals (RFP) for Third Party Administration (TPA) of Workers' Compensation for back-office functions including medical cost containment, billing, reporting and potential additional services such as Nurse Case Manager and prescription review at an agreed upon hourly rate. St. Louis County intends to continue to provide loss control, on-site case management, incident reporting and keep the existing outside contract for legal services as the current approach to these parts of the program are considered best management practice. St. Louis County will remain self-insured for Workers' Compensation and will maintain control of all claim related decision making authority.

Five firms responded to the RFP and interviews were conducted with three firms. St. Louis County had a comprehensive review team including officials from Safety and Risk Management, Purchasing, County Administration, the Auditor's Office and an external Workers' Compensation Insurance consultant with expertise in the marketplace. Additional questions were sent to two firms and new pricing was submitted based on the additional discussions.

After considerable review, discussion and reference checking it was concluded that PMA Companies provided the best proposal in terms of lowest fixed annual costs, flexibility to partner with elements St. Louis County will retain and value add to existing Safety and Risk Management functions, resulting in the best overall service and value. PMA Management Corporation is the TPA Division of PMA Companies, part of Old Republic. PMA/Old Republic headquartered in Blue Bell, CA, has 100 years of Risk Management Services and is in the top 10 largest TPAs in the United States. Public Sector clients account for 30% of their book of business. PMA has experienced 15% growth year over year in their TPA business and is actively expanding in the Midwest and Minnesota, specifically.

Some of the unique factors in the PMA services that set them apart from the other proposals include:

- Focus on risk management and pre-loss services
- Proven integration with data analytics
- Embedded nurse triage included in annual fee
- Value added resources available for St. Louis County's loss control services
- Demonstrated ability to onboard clients smoothly with various systems, including all historic files and extensive custom-handling instructions
- Standard ability to provide full access to all medical data within system
- Impressive RIMS system designed and managed by a customer user board

While the TPA service is a new administrative cost, it positions Safety and Risk Management to streamline operations and reduce other costs when fully implemented.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board:

- Accept the PMA Companies Third Party Administrative services proposal in response to the county's recent Workers' Compensation TPA Request for Proposal;

- Authorize the appropriate county officials to negotiate a service agreement for three years beginning July 1, 2016 with two optional one year extensions; and
- Authorize a PMA Companies annual administrative service fee of \$111,500. Medical cost containment at a rate of 25% of savings. Per bill charges at \$7.00 per bill (not to exceed \$30,000). All fees to be paid out of 730-730001-6299900 (with funds transferred in for 2016 from Fund 730, Object 311500 Workers' Compensation Fund Balance) and built into future budgets (same rate for three years, optional years 4 (2019) and 5 (2020) have 2% increase built into their rates).

## **Contract for Workers Compensation Assistance from Third Party Administrator**

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

WHEREAS, St. Louis County solicited competitive proposals from insurance administrators interested in providing third party administrative services for the county's workers' compensation insurance beginning July 1, 2016; and

WHEREAS, Competitive proposals were received and reviewed from five carriers, with three extensive interviews conducted; and

WHEREAS, It was concluded that PMA Companies offered the best value proposal with comprehensive understanding of the county's program goals, competitive price structure and value-add elements;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute contracts with PMA Companies of St. Louis Park, MN, for third party administrative services of the workers' compensation program and additional optional services from July 1, 2016-June 30, 2019, with two optional one-year extensions at a 2% rate increase;

RESOLVED FURTHER, That the annual fee of \$111,500 and Medical Cost Containment charges at \$7.00 per bill, not to exceed \$30,000, are authorized for the year beginning July 1, 2016, payable from Fund 730, Agency 730001, Object 629900, with funds transferred in from Fund 730, Object 311500 Workers' Comp Fund Balance.

# BOARD LETTER NO. 16 – 270

## CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 1

### BOARD AGENDA NO.

**DATE:** June 14, 2016

**RE:** Appointment of Election Judges for Unorganized Townships, and Absentee, UOCAVA, and Mail Ballot Boards

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

Donald Dicklich  
County Auditor/Treasurer

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

To comply with Minnesota Election Laws and to facilitate conduct of the 2016 elections.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to appoint election clerks/judges, set compensation rates, and designate polling places for precincts in the unorganized townships. The County Board is also requested to authorize appointment of election judges for the County Absentee Ballot Board, Mail Ballot Board and Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA) Ballot Board.

#### **BACKGROUND:**

The County Board is the governing body for all unorganized townships within St. Louis County. As governing body, the Board is responsible for appointing election judges, setting compensation rates and designating polling places for state and county elections in unorganized townships not voting by mail ballot (a designation established by previous Board actions). The Board is also responsible for appointing election judges to process and tabulate votes from mail ballot precincts.

State legislation enacted in 2010 requires the County Board to appoint Absentee Ballot Board and UOCAVA Ballot Board members to accept, reject and count absentee ballots. The goal of the legislation is to bring uniformity to the absentee ballot process.

Minn. Stat. § 204B.31, sub. 1d, mandates that “election judges shall receive at least the prevailing Minnesota minimum wage for each hour spent carrying out their duties at the

polling place and attending training sessions.” The statute also requires mileage reimbursement at the current CONUS reimbursement rate (\$0.54 per mile).

**RECOMMENDATION:**

It is recommended that the St. Louis County Board appoint election judges for unorganized townships with polling places and those voting by mail, designate polling places and authorize appointment of the following boards: Absentee Ballot, Mail Ballot and UOCAVA ballot. Compensation shall be \$9.50 per hour - not including county staff- plus mileage of \$0.54 per mile Funding is included in the 2016 Auditor Election Budget (Fund 100, Agency 127001, Objects 635300 and 635500).

**Appointment of Election Judges for Unorganized Townships, and Absentee,  
UOCAVA, and Mail Ballot Boards**

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

THEREFORE, BE IT RESOLVED, That the following unorganized townships are designated by the St. Louis County Board as election precincts with polling places as listed. Additionally, the below listed eligible voters are appointed as clerks and/or election judges for the 2016 Primary and General Elections:

UNORGANIZED TOWNSHIP 57-16 (Unorganized Precinct 14)

Clerk/Head Judge – Jan Dzwonkowski, 6317 Heritage Trail, Gilbert, MN, 55741  
Judge – Elaine Elmquist, 4273 McKinley Road, Gilbert, MN, 55741  
Judge – Wanda Lerol, 4493 Lilac Rd, Gilbert, MN, 55741  
Judge – Shawn Herhusky, 22 Taconite Drive, Virginia, MN 55792  
Polling Place - Lakeland Fire Hall, 4667 Vermilion Trail, Gilbert, MN, 55741

UNORGANIZED TOWNSHIP 60-18 (Unorganized Precinct 15)

Clerk/Head Judge – Mary Elaine Arola, 7354 Donnywood Road, Britt, MN, 55710  
Judge – Kimberly Stokes, 7226 Sand Lake Road, Britt, MN, 55710  
Judge – Susan Kolstad, 9204 Petola Road, Britt, MN, 55710  
Judge – Kim Orton, 7182 N. Dark Lake Road, Britt, MN, 55710  
Judge – Mary Jean Eilertson, 7364 Highway 53, Britt, MN, 55710  
Polling Place – Sand Lake Chapel, 9038 Biss Road, Britt, MN, 55710

UNORGANIZED TOWNSHIP 60-19 (Unorganized Precinct 16)

Clerk/Head Judge – Victoria Emmons, 9659 Folsom Road, Britt, MN, 55710  
Judge – Diane Falstrom, 9705 Folsom Road, Britt, MN, 55710  
Judge – Margaret Morgan, 9783 Dickinson Lane, Brit, MN 55710  
Judge – Elizabeth Hayes, 24 Merritt Drive, Virginia, MN, 55792  
Polling Place – Evergreen Volunteer Fire Department, 10233 Hwy 65, Britt, MN, 55710

UNORGANIZED TOWNSHIP 56-16 (Unorganized Precinct 17)

Clerk/Head Judge – Lorraine Niskala, 6118 Long Lake Road, Makinen, MN, 55763  
Judge – Sharon Wefel, 3722 Lost Lake Road, Gilbert, MN, 55741  
Judge – Elaine Jarvi, 6104 Long Lake Road, Makinen, MN, 55763  
Polling Place – Makinen Community Center, Makinen, MN, 55763

RESOLVED FURTHER, That the following eligible voters are appointed as election judges to process and tabulate votes in the St. Louis County Courthouse, Duluth, for unorganized townships voting by mail and/or to serve on the County Absentee Ballot Board, Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA) Ballot Board and Mail Ballot Board:

Judge – Linda Derass, 3554 Prindle Road, Duluth, MN 55803  
Judge – Catherine (Tina) Voce, 822 5<sup>th</sup> Avenue, Two Harbors, MN 55616  
Judge – William Wise, 3618 Allendale, Duluth, MN 55803  
Judge/Staff – Lisa Sweet, 100 N. 5<sup>th</sup> Ave. W. #214, Duluth, MN 55802  
Judge/Staff – Wendy Johnson, 100 N. 5<sup>th</sup> Ave. W. #214, Duluth, MN 55802  
Judge/Staff – Brenda George, 100 N. 5<sup>th</sup> Ave. W. #214, Duluth, MN 55802  
Judge/Staff – Amy Gundersen, 100 N. 5<sup>th</sup> Ave. W. #214, Duluth, MN 55802  
Judge/Staff – Lisa Hinnenkamp, 100 N. 5<sup>th</sup> Ave. W. #214, Duluth, MN 55802

RESOLVED FURTHER, That the following eligible voters are appointed as election judges to serve on the County Absentee, UOCAVA and Mail Ballot Boards in the Virginia Auditor's Office, Northland Office Center, 307 1<sup>st</sup> Street, Virginia, MN:

Judge/Staff – Cindy Palm, 307 1<sup>st</sup> Street, Virginia, MN 55792  
Judge/Staff – Sheree Sweeney, 307 1<sup>st</sup> Street, Virginia, MN 55792  
Judge/Staff – Jason Raida, 307 1<sup>st</sup> Street, Virginia, MN 55792  
Judge/Staff – Jill Berg, 307 1<sup>st</sup> Street, Virginia, MN 55792

RESOLVED FURTHER, That the County Auditor and/or Clerk/Head Election Judge may make election judge appointments to fill vacancies should they occur.

RESOLVED FURTHER, That Compensation for 2016 election judge services - not including county staff - is established at \$9.50 per hour, and the current mileage reimbursement rate of \$0.54 per mile. Funding will be from Auditor/Elections: Fund 100, Agency 127001, Objects 635300 and 635500.