



Carlton County, Minnesota Committee of the Whole Agenda

**CARLTON COUNTY
COMMITTEE OF THE WHOLE AGENDA**
Carlton County Transportation Building, County Board Room
September 5, 2023 at 4:00 p.m.

1. Call to Order
2. Approval of Agenda
3. Approve the August 1, 2023 meeting minutes
4. Justice Center update (Paul Coughlin)
5. New Business
 - A. COORDINATOR/HR/PM
 1. Property Management Update
 2. NOAA Climate resiliency grant
 3. 2024 budget and levy for discussion and consideration for adoption
 - B. TRANSPORTATION
 1. Transportation update
 - C. ZONING AND ENVIRONMENTAL SERVICES
 1. Solid Waste Contract
6. Other Business
 - A. Discuss lobbying priorities
 - B. Department Updates
 - C. The next regular meeting date is scheduled for October 3, 2023 at 4:00 p.m. located at the Carlton County Transportation Building in the Board Room.
7. Adjournment.

Property Management Expenditures

** August totals are not accurate as the month has not been closed out.

Expenditures	August '23	Year to Date	Annual Budget	Remaining total
6102 Salaries Full Time	\$ 42,135.56	\$ 385,570.35	\$ 617,649	\$ 232,078.65
6103 Salaries Part Time	\$ -	\$ 2,820.21	\$ 76,943	\$ 74,122.79
6105 Overtime Pay	\$ 613.33	\$ 11,172.31	\$ 8,000	\$ (3,172.31)
6162 Retirement Pera - County Share	\$ 2,674.98	\$ 24,485.58	\$ 51,179	\$ 26,693.42
6172 Fica & Medicare - County Share	\$ 3,143.47	\$ 27,689.47	\$ 53,748	\$ 26,058.53
6203 Telephone and Telegraph	\$ 272.81	\$ 2,183.89	\$ 4,000	\$ 1,816.11
6248 Licenses	\$ -	\$ 835.81	\$ 1,000	\$ 164.19
6252 Electricity	\$ 59.43	\$ 349.71	\$ 400	\$ 50.29
6305 Repairs to Buildings	\$ 32,934.26	\$ 112,411.50	\$ 264,500	\$ 152,088.50
6332 Private Auto Mileage	\$ 127.53	\$ 1,374.97	\$ 1,400	\$ 25.03
6334 Travel Expense - Meals - Lodging	\$ -	\$ -	\$ 600	\$ 600.00
6412 General Operating Supplies	\$ 2,070.78	\$ 26,216.72	\$ 14,000	\$ (12,216.72)
6415 AED Supplies & Equipment	\$ -	\$ 150.00	\$ 3,000	\$ 2,850.00
6419 Safety Equipment	\$ -	\$ 329.27	\$ -	\$ (329.27)
6603 Furniture, Fixtures, etc.	\$ -	\$ 27,917.46	\$ 10,000	\$ (17,917.46)
Building Maintenance Expenditures	\$ 84,032.15	\$ 623,507.25	\$ 1,106,419.00	\$ 482,911.75

To: **NOAA Office for Coastal Management**

Purpose: **NOAA Climate Resilience Regional Challenge (2023)**

Project Title: **Advancing Regional Climate Resilience for Minnesota's Lake Superior Coastal Region**

Funding Track: **Track One**

Lead Applicant: **St. Louis County, MN**

Project Director: **BreAnn Graber, Budget and Business Improvement Manager
St. Louis County Courthouse
100 N. 5th Ave. W., Room 213
Duluth, MN 55802
Phone: 218-726-2457
Email: graberb@stlouiscountymn.gov**

Federal Funding Request: **\$1,527,500**

Geographic Description: **Minnesota’s Lake Superior Coastal Region - the Counties of St. Louis, Carlton, Cook, and Lake inclusive of the Lake Superior Band of Chippewa Reservations that co-reside within the area (Fond du Lac, Grand Portage, and Bois Forte) and the 1854 Treaty Authority, which covers the ceded lands which encompass the entire region**

Participating Jurisdictions: ***Confirmed – St. Louis County, Cook County, Lake County, Carlton County, Fond Du Lac Band of Lake Superior Chippewa, Grand Portage Band of Lake Superior Chippewa, Bois Forte Band of Chippewa***

In Conversation, Being Approached – 1854 Treaty Authority and municipalities within the project area geography

Confirmed Collaborators: **Arrowhead Regional Development Commission, Minnesota’s Lake Superior Coastal Program at Minnesota Department of Natural Resources, Minnesota Pollution Control Agency (MPCA) Resilient Communities Goal Team, University of Minnesota Climate Adaptation Partnership (MCAP) –, Minnesota Sea Grant, Minnesota Department of Transportation, Duluth Seaway Port Authority, Natural Resources Research Institute (NRRI)**

Period of Performance: **October 1, 2024 – September 30, 2027**

Resilience Vision St. Louis County and its collaborators are committed to proactively addressing the escalating impacts of climate change in our region. Our vision is to foster a unified response to climate challenges by uniting neighboring counties, Tribes, and local governments in a collaborative effort. We are dedicated to fostering a shared vision for regional resilience. By encouraging communication and collaboration among neighboring communities, we aim to establish a united front against climate challenges and promote the exchange of best practices, innovative solutions and cooperative projects. This initiative aligns with the National Oceanic and Atmospheric Administration's (NOAA) Climate Resilience goals, which emphasize the urgent need for comprehensive regional scale climate adaptation strategies along with local and individual implementation. We aim to leverage local expertise, especially Tribal efforts and indigenous knowledge, existing State and regional investment and initiatives, and leading-edge data to formulate a robust regional resilience plan, enabling us to effectively navigate the complex climate change threats and opportunities facing Minnesota's Lake Superior coastal region.

Regional Context The project region includes the Counties of St. Louis, Carlton, Cook, and Lake inclusive of the Lake Superior Band of Chippewa Reservations that co-reside within the area (Fond du Lac, Grand Portage, and Bois Forte) and the 1854 Treaty Authority, which covers the ceded lands which encompass the entire region. The region has a population of approximately 252,000 people, (3.6 percent of the state's population) and includes 15,056 square miles, which is more than 16 percent of the state's area. The Lake Superior Watershed includes 1.4 million acres.

Land use in this watershed is a mix of urban, smaller towns and commercial, resort and rural residential. There are dozens of communities in the region along with the attendant infrastructure to support those communities. Significant development is also located along Lake Superior's shoreline. The region has a GDP of nearly \$12 billion. Mining, health care, wood and paper products, education and tourism are major economic components of the region. Tourism and forestry are significant components of land use activity. Some commercial/industrial uses, such as marinas, shipping ports and taconite processing depend upon water resources. Natural amenities such as lakes, rivers, and forests, particularly those within the Lake Superior watershed are key attractions for tourists, residents, and green energy industries.

The Lake Superior coastal region and communities within faces a range of climate change threats, including fluctuating lake levels, increased frequency of severe storms, shoreline erosion, shifting weather patterns, and changing forests. These changes and impacts jeopardize critical infrastructure, local economies, and ecosystems. Climate change impacts also disrupt the rights, cultural practices and ways of life of Anishinaabe people that have thrived in this region for generations. Our project acknowledges these climate challenges as opportunities for collective action, envisioning a future where regional collaboration enhances the capacity of communities to adapt, mitigating the impacts of climate change and securing the region's social, economic, and environmental well-being. It is the size of the region and the shared economic, environmental, and historical connections that make this project likely to succeed in both planning and implementation for climate resilience.

Our collaboration includes multiple Minnesota state agencies, divisions of the University of Minnesota, Tribal governments, Minnesota Sea Grant, and the Arrowhead Regional Development Commission. These collaborators are committed to increased climate resilience in the region. We will also seek out the necessary support from NOAA. We aim to use the grant to leverage the vast state and federal partner data, expertise, and resources available to maximize the impact and reach of our work.

Proposed Project Activities:

We propose to conduct the following activities which will be led by a qualified resilience planning team:

1. **Establish a Regional Resilience Advisory Group:** We will establish an advisory group to guide and support progress toward regional climate action planning. This advisory group will include leadership from coastal counties, local units of government, Tribes, and the private sector. We will leverage expertise and technical knowledge of collaborators and partners including, but not limited to the Minnesota Department of Natural Resources (DNR) Coastal Program, Minnesota Sea Grant, Minnesota Pollution Control Agency (MPCA) Resilient Communities Goal Team, and MCAP.
2. **Authentically Incorporate Indigenous Knowledge:** Tribes have been and continue to be early resilience leaders in recognition of climate change, mitigation and adaptation. Incorporation of traditional knowledge and recent climate resilience work will offer valuable lessons and resources to the region's overall climate resilience efforts. Thus, we propose providing the three Tribes and the 1854 Treaty Authority with honorariums to enhance their ability to continue their resilience planning efforts, provide technical assistance, participate with the project and promote a culturally sensitive and inclusive regional resilience plan.
3. **Community Capacity Building:** Our project will foster individual community capacity while advancing regional climate action. Utilizing workshops, knowledge-sharing sessions, and collaborative learning experiences, communities will strengthen their ability to develop and implement effective adaptation strategies throughout the region.
4. **Regional Resilience Plan:** We will harness the collective expertise of local governments, Tribes, and neighboring counties to develop a comprehensive regional resiliency plan. This plan will serve as a guiding document, prioritizing adaptation strategies and providing a roadmap for bolstering the region's climate resilience.
5. **Technical Support and Implementation Strategies:** Our project will provide vital technical assistance to communities, aiding in the development and implementation of resilient policies and strategies. This support may encompass policy review, updates, and implementation of best practices, identification and evaluation of adaptation options and potential pathways to implementation; pursuit of activities that position our communities and collaborators to undertake future implementation activities (e.g., design and engineering plans); and identification and evaluation of funding and financing sources, ensuring that our partners have the resources needed to enact meaningful change within their communities. We intend to leverage existing efforts by our collaborators and partners to support local and individual assessments and implementation projects in addition to a dedicated technical expert/educator due to the scope and geographical size of this regional resilience plan.

Intended Outcomes:

- **Enhanced Understanding:** We will ensure that the communities possess an in-depth understanding of the local and regional implications of climate change. By utilizing advanced data and research provided by NOAA programs and project collaborators we will facilitate

informed decision-making incorporating the unique challenges and opportunities presented by the changing climate in our region.

- **Collaborative Vision:** We are dedicated to fostering a shared vision for regional resilience. By encouraging communication and collaboration among neighboring communities, we aim to establish a united front against climate challenges and promote the exchange of best practices and innovative solutions and cooperative projects.
- Strengthened connections among Tribes, coastal community governments, and sectors facing similar and common impacts from climate change.
- Coastal community alignment with Tribal climate adaptation plans and other regional resilience efforts in support of Minnesota Climate Action Framework's Goal: Resilient Communities (initiatives, priority actions, and state action steps).
- Development of a regional climate resilience plan.
- Provide resources for the preparation and development of individual coastal community resilience plans.
- Begin implementation of resilience strategies and projects.

Alignment with NOAA Program Priorities

Risk Reduction: We will prepare the region to implement future actions that result in reduced risk to coastal communities, infrastructure, economies and ecosystems. -Together, as a region we will work to identify regional assets, review and consider climate projections, review regional hazards, and assess preparedness. We will facilitate 'examination' of community perspective on (climate impact) risk to populations, local and Tribal operations, coastal economies and the natural environs of our highly valued and unique coastal region. The understanding gained and plans created through this process will allow jurisdictions to seek funding, implement identified projects, and alter operations in ways that will mitigate risks caused by a changing climate.

Regional Collaboration and Coordination: The Regional Resilience Advisory Group will convene county and coastal communities to facilitate resilience adaptation planning. Leveraging current and previous regional resilience work in Minnesota, we will expand and continue sharing lessons learned, inspire participation, and mobilize climate resilience planning for the coastal region. The project Advisory Group will convene regional voices to develop shared regional resilience vision – and incentivize participation of Tribes and low-resourced communities to strengthen the resilience vision and plan. Identifying regional assets, hazards, and priorities will ensure that all communities have an opportunity to share their concerns and priorities and participate in creating regional adaptation/resilience strategies essential to the planning of adaptation activities and resilience building throughout northeast Minnesota and the north shore of Lake Superior.

The size of this region will facilitate implementation of resilience actions that ensure benefits flow to coastal communities. The region benefits from similar economic and climatic conditions which will aid in common priority setting, knowledge sharing, and long term, collaborative implementation. The four counties, Tribes, and municipalities share the same geography aiding in collaborative approaches. All engaged jurisdictions are directly impacted by Lake Superior – culturally, economically, climatically – and therefore have motivation to actively engage in understanding, planning for, and preemptively addressing climate-induced risks.

Equity and Inclusion: The Regional Resilience Advisory group will affirm the Guiding Principles for Interacting with Tribes (from *Dibaginjigaadeg Anishinaabe Ezhitwaad: A Tribal Climate Adaptation Menu*) and use as foundational to the work of the regional resilience collaboration. This program will prioritize individualized support to marginalized and low-resourced coastal communities. In recognition that pro-active planning and risk mitigation requires resources, the regional collaboration will direct funding to ensure participation of all communities with interest so they can benefit from regional resilience planning. The group’s work will also be supported by St. Louis County through its (planned) Sustainability and Capital Planning Coordinator, its Sustainability Workgroup, its Diversity, Equity and Inclusion leadership team, and a (planned) Inclusion Coordinator position.

Enduring Capacity – Supporting a regional resilience planner to catalyze resilience work in the region will create opportunities for enduring resilience capacity for all participating jurisdictions. Bringing together stakeholders, providing direct planning assistance and assembling collaborators representing state-funded climate program and resources for dissemination of Minnesota-specific climate projections, implications for communities and community resilience strategies will increase local understanding of climate change impacts for the region while ensuring attention and interest for supporting future resilience action progress. This combination of regional resiliency planning with direction from a locally led advisory committee and collaborators will increase the capacity of local jurisdictions to pre-emptively (rather than reactively) identify and integrate resilience priorities, and incorporate climate adaptive management strategies into operations. The creation of regional and local plans will enhance the competitiveness of priority projects for future state and federal funding opportunities. The building of awareness and opportunities that will be facilitated by this project—especially will be invaluable for enduring connections with regional, state, and federal agencies as the region faces impacts that span across jurisdictional boundaries. The knowledge, plans, and strengthened network will allow the vision of this work to live beyond the life of this grant.

Budget Summary

Budget Categories	Description	Estimated Cost (grant)	Not Grant Funds
Personnel			
Project, Administration, Fiscal Operations (St. Louis County) (10%)	Administrative, financial, and procurement support; 3 years @\$30,000/yr.	\$90,000	
Contracts			
Consulting Contracts	Provide technical consulting in communities requiring additional supports; 2 years@\$20,000/yr.	\$40,000	
Sub-awards			
Regional Resilience Planning	Lead resilience planning and project management with a Resilience Planner, GIS support, and operational/organizational support, plus regional travel and supplies; 3 years @\$172,000/yr.	\$516,000	
NOAA National Conference	2 individuals to Washington, D.C.; 3 years @\$8,000/yr.	\$24,000	

Technical Services/Educator	A dedicated staff member to educate, provide expertise, leverage available data/tools, and perform other technical services as needed. 0.5 FTE position will be funded by grant for 3 years @\$80k/yr.	\$240,000	
Honorariums for Tribes	Build capacity within Tribes to actively participate and share knowledge with others involved in regional resilience planning efforts; 3 years @\$200k/yr.	\$600,000	
Other			
Regional Convening	Workshops, knowledge-sharing sessions, and collaborative learning experiences; 3 years @\$5,000 to \$7,500/yr.	\$17,500	
TOTAL		\$1,527,500	

Anticipated NOAA support

1. We intend to use and incorporate services from NOAA Climate Program Office, including the U.S. Climate Resilience Toolkit, Data, and support in the area of Communication, Education, and Engagement.
2. Our regional resilience collaboration will include use of NOAA-instructor led trainings including:
 - Coastal Adaptation Planning Essentials (Great Lakes version)
 - Nature-Based Solutions for Coastal Hazards
 - Risk Communication trainings
 - Economic Guidance for Coastal Management Professionals
 - Planning Effective Projects for Coastal Communities
 - Diving into the Digital Coast
3. We also plan to maximize use of NOAA’s Digital Coast extensive self-guided trainings, including but not limited to:
 - Adaptation Planning for Coastal Communities
 - Nature-Based Solutions for Coastal Hazards
 - Building Risk Communication Skills
 - Social Science Basics for Coastal Managers
 - Planning Effective Projects for Coastal Communities
4. We intend to work with and maximize the benefits provided from NOAA’s Initiative for Resilient Great Lakes Coasts.
5. We may request NOAA support for applying Digital Coast tools within the regional adaptation plan and individual adaptation plans.

Transportation Department Road and Bridge Construction Report September 5, 2023

Projects per District

District 1 Commissioner Brenner

1. CSAH 3 /14th Street Project

- A. **009-603-038** 2022 project on Tall Pine Lane to Prospect Ave.
- Phase two of the CSAH 3/14th Street reconstruction project.
 - Waiting on concrete tests, otherwise project complete.

2. CR 113 Brookston Road

- A. **009-113-002** Grading from Lund Road to North County Line, 1.5 mi.
- Veit and Company is the contractor.
 - Depending on utility coordination construction could begin in September 2023.
 - Paving planned for 2025.

District 2 Commissioner Bodie

1. CSAH 1

- A. **009-601-056** 2022 paving project on CSAH 1 in Carlton from TH 210 to 1000' South.
- Waiting on concrete tests otherwise project is complete.

2. CSAH 61 ESKO

- A. Planning stages of project. Working on funding sources.
- \$1.76 Million in federal funding for construction in 2027.

3. CSAH 55, 22nd Street

- A. **009-655-004** From Washington Ave. to Prospect Ave. in Cloquet and Scanlon.
- Combined Project with the Cities of Cloquet and Scanlon.
 - Public meeting scheduled for Sept. 7, 6:00 PM at the Scanlon Community Center.
 - Approx. 2.9 million in federal funding for project.
 - County and City of Cloquet design teams working on design plans.
 - Planning for a winter letting date.
 - Planned for summer 2024 Construction after school is out.

District 3 Commissioner Proulx

1. CSAH 3/14TH Street Project

- A. **009-603-038** Shared with Commissioner Brenner.

2. CSAH 55, 22nd Street

- A. **009-655-004** Shared with Commissioner Bodie.

District 4 Commissioner Zmyslony

1. CSAH 4

- A. 009-604-042 Bridge 09J44** On CSAH 4, 100' east of the Intersection of CSAH 4 and 1.
- Remove an RCP pipe and replace with bridge 09J44, a 10' X 8' box culvert over Clear Creek.
 - Carlton County received Enbridge funding through SWCD to fund construction.
 - Landwehr Construction is the contractor.
 - Detour will be in place for approx. 3 weeks.
 - Construction planned for late September early October 2023.

2. CSAH 6

- A. 009-606-037 Bridge 09535** In Barnum over the Moose Horn River on CSAH 6.
- Project is under construction.
 - Redstone Construction is the contractor.
 - Traffic will be detoured for the duration of the project.
 - Completion expected in mid-October 2023.
- B. 009-606-038 Bridge 09538** On CSAH 6, Approx. 900' west of CR 104.
- Remove culvert and replace with Three Span Bridge (09538) over Elim Creek.
 - Project has been let and Northland Constructors of Duluth will be the contractor.
 - County received \$570,000 in federal funds for construction.
 - Planning to construct in late spring/summer 2024.
- C. 009-606-039 Bridge 09J41** On CSAH 6, 0.2 miles east of CSAH 11.
- Remove bridge (culvert) L2427 and replace with bridge 09J41, a 12' X 9' box culvert over Hunters Creek.
 - Landwehr Construction is the contractor.
 - Construct summer 2024.

3. CSAH 13

- A. 009-613-012 Culvert on CSAH 13** On CSAH 13 south of I-35 overpass in Barnum.
- Project is under construction.
 - Remove a 72" steel culvert and replace with an 8' X 8' concrete box culvert.
 - MNDOT is funding the project.
 - Landwehr Construction is the contractor.
 - Detour is in place. Hoping to have road open to traffic by Sept. 8

4. CSAH 61

- A. **009-661-030 RCUT INTERSECTION IMPROVEMENTS** On CSAH 61 and TH 210 in Carlton.
(Kwik Trip)
- Partnership Project with MnDOT.
 - TED grant funding.
 - Planning for a January Letting.
 - Planned for 2024 Construction.

District 5 Commissioner Peterson

1. Town Road 193 (Kingsley Road)

- A. **009-592-001 and 002** LRIP funding for Eagle Township for grading and paving.
- Project is largely completed.

2. Town Road 126 (West County Line Road)

- A. **009-599-030 Bridge 09J50** Lakeview Township project.
- Town Bridge funding.
 - Construction is underway, should be largely complete by Sept. 8
 - Remove bridge 1038 and construct bridge 09J50, two 18' X 8' box culverts over Tamarack River.
 - Landwehr Construction is the contractor.

3. CSAH 20 (West Road and West Mud Lake Road)

- A. **009-620-010** West County Line to CSAH 23, 5.0 miles.
- Paving project is largely completed.

4. CSAH 23 (Center Road)

- A. **009-623-009** TH 210 to CR 126, 4.5 miles.
- Paving project is largely completed.

5. CR 121 (Kalli Road)

- A. **009-121-005** TH 210 to south of Kingsley Road, 1.0 mile.
- Paving project is largely completed.

6. CR 128 (Tamarack Lake Road)

- A. **009-128-005** TH 210 to Tabako Road, 1.3 miles.
- Paving project is largely completed.

7. CSAH 21 (Swede Lake Road)

- A. **009-621-004** TH 210 to 2.5 miles south.
- Paving project is largely completed.

8. CSAH 13

A. 009-613-014 Bridge 09J51 Bridge is 900 feet south of CSAH 8 on CSAH 13

- \$600,000 BROS Funding to replace Bridge 89981.
- Remove bridge 89981 and construct bridge 09J51, two 14' X 7' box culverts over the Portage River.
- KGM Contractors is the contractor.
- Construct summer 2024.

9. CR. 123 west of T.H. 73

- Project is largely completed.

Carlton County Committees and Formal Work Groups
Agenda Item Request Form

** Please include any documentation with this form prior to the scheduled meeting.

Name: Heather Cunningham
Contact Information: heather.cunningham@co.carlton.mn.us
Committee for Agenda Item Request: Finance Committee
<p>Description of Agenda Item:</p> <p><u>The contract for hauling solid waste with SKB Environmental (SKB) is up at the end of 2024. SKB is not interested in renewing the contract. This office has completed an analysis and determined there is not a cost savings at this time to run the hauling operation. In addition, it does not make sense to make the investment in resources to run the hauling operation with the uncertainty of the City of Superior landfill and its closure. We have reached out to two contractors, which has resulted in directly negotiating a contract with Carlson Timber Products, Inc. (Carlson) as allowed under MN Statute 400.04. The contract has been reviewed by the County Attorney. Carlson has provided the prices attached in the agreement with the understanding of starting October 1, 2023. Carlson would not commit to starting at the end of the current contract. SKB is willing to terminate the contract. This office is recommending the County Board terminates the contract with SKB and enters into an agreement with Carlson.</u></p>
<p>Describe any attachments: Transporting Solid Wastes - Carlton County Transfer Station Agreement, Estimated County Costs - Hauling, Current Rates, Projected County Hauling Rates, Projected Carlson Rates Year One and Two, Projected Gate Fees 2024 and Transfer Station Budget 2012-2022</p>
<p>Action Requested: Recommend terminating the agreement with SKB and approving an agreement with Carlson.</p>

FOR COMMITTEE OR FORMAL WORK GROUP USE ONLY

Date of Meeting: _____

Legal Review Required: ____ Yes ____ No Attorney Approval & Date:

Publication Required: ____ Yes ____ No Responsible Party for Publication:

Budget Requirements:

_____ Expenditure	_____ Budgeted
_____ Revenue	_____ Budget Amendment
_____ Contingency	_____ Grant or Other
_____ Transfer	_____ Matching Funds
TOTAL \$ _____	FUND _____ NONE _____

Action Taken: Approved ____ Denied ____ Tabled ____ Other

AGREEMENT
TRANSPORTING SOLID WASTES
CARLTON COUNTY TRANSFER STATION

This Agreement, made this ____ day of _____, _____, by and between the County of Carlton in the State of Minnesota, parties of the first part (hereinafter called the County) and Carlson Timber Products, Inc., parties of the second part (hereinafter called the Contractor).

1. The Contractor hereby agrees to furnish all the necessary equipment and labor to transport Acceptable Waste from the Carlton County Transfer Station located in the Northeast Quarter of the Northeast Quarter (NE1/4 of NE1/4), Section Nine (9), Township Forty-eight North (48N), Range Seventeen West (17W), Twin Lakes Township, Carlton County, Minnesota, subject to the conditions set forth herein.

As used in this Agreement, the terms shall have the meaning set forth below:

- A. "Acceptable Waste" means Municipal Solid Waste, Mixed Waste and those Solid Wastes that are not prohibited from processing or disposal as defined by this Agreement or pursuant to local, State and federal laws. It does not include Unacceptable Waste and Hazardous Waste.
- B. "Construction Debris and Demolition Debris" means waste generated when new structures are built and when existing structures are renovated or demolished. Structures include all residential and nonresidential buildings as well as public works projects. It does not include Unacceptable Waste and Hazardous Waste.
- C. "Disposal Facility" means the City of Superior, Wisconsin landfill located on Moccasin Mike Road (Solid Waste Facility Operators License #2627) and SKB Environmental Landfill of Cloquet located on Highway 45 (Solid Waste Permit # SW-399).
- D. "Hazardous Waste" means (a) any material or substance which, by reason of its composition or characteristics, is regulated as toxic or hazardous waste as defined by the Environmental Protection Agency, the federal Resource Conservation and Recovery Act, the federal Solid Waste Disposal Act, the Federal Toxic Substances Control Act, any applicable state laws, and any federal, state or local regulations applicable to the operations; and (b) any other materials which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is ineligible for transportation whether by reasons of being hazardous, harmful, toxic, dangerous or otherwise.
- E. "Mixed Waste" means Acceptable Waste that requires extraordinary methods to achieve compaction, and includes, furniture, Construction Debris and Demolition Debris.
- F. "Municipal Solid Waste" means nonhazardous disposal materials generated by households, institutions, industries, and agriculture. It does not include Unacceptable Waste and Hazardous Waste.
- G. "Unacceptable Waste" means those types of solid waste or mixed municipal solid

waste which pose a threat to health or safety, or which may cause damage to or significant adverse effect to the operator of the Disposal Facility. It includes prohibited items as defined by the Disposal Facility as well as items defined as “Recyclable Materials” in Carlton County Solid Waste Ordinance #17.

2. In consideration thereof, the County agrees to pay the Contractor by the following methods:

	Per ton, full trailer of Industrial/Demolition Waste to SKB Cloquet – Shamrock Environmental Landfill; empty trailer return to Transfer Station.	Price per ton, full trailer of Municipal Solid Waste or Mixed Waste to Superior, Wisconsin; empty trailer return to Transfer Station.
10/1/23-12/31/24	\$28.00	\$36.90
1/1/25-12/31/25	\$30.00	\$40.90
1/1/26-12/31/26	\$32.00	\$42.90
1/1/27-12/31/27	\$34.00	\$44.90

The Agreement shall commence on October 1, 2023 and terminate on December 31, 2027. The parties may mutually agree to extend this Agreement for additional periods of time through the end of the operational life of the disposal facility. This agreement will also terminate if the Transfer Station is closed or sold by Carlton County.

If the destination of the waste changes during the contract period, the County and the Contractor shall negotiate an acceptable rate for hauling to that destination. If good faith negotiations fail, the County may rebid the contract.

The first payment shall be due on the _____ and continue on the last day of each subsequent month during the term of the Agreement.

3. This section provides for a compensation adjustment in the cost of motor fuels consumed in fulfilling this Agreement. The fuel adjustment applies to the cost per ton described above. The cost per ton of solid waste will be increased or decreased based on the formula applied to the comparison of the benchmark price to the monthly average price of diesel fuel per gallon.
- A. Energy Information Administration (EIA), Midwest (PADD2), U.S. On-Highway Diesel Fuel Prices [Midwest \(PADD 2\) Gasoline and Diesel Retail Prices \(eia.gov\)](https://www.eia.gov/finance/shell/midwest/padd2/gasolineanddieselretailprices) , monthly summary, shall be the only source used to determine the adjusted price per gallon of diesel fuel under this Agreement. The adjusted price shall be the monthly average from the EIA Table.

- B. The benchmark price is set at \$4.50 per gallon of diesel fuel.
- C. The adjustment will be calculated by Carlton County on April 30 of each year. The benchmark price will be compared to the monthly adjusted price for each of the preceding 12 months. For every 20 cent increase or decrease in the monthly cost per gallon compared to the bench price, a corresponding 18 cent increase or decrease will be calculated for each ton of waste hauled to the Disposal Facilities. The difference between the benchmark price and the monthly adjusted price will determine if there is a payment to the contractor.

If payment is due, it shall be paid no later than May 31 of each year. The monthly adjustments will be collated into a total annual adjustment. If the total annual adjustment indicates an increase in fuel price, Carlton County will owe the Contractor the calculated increase. If the total annual adjustment indicates a decrease in fuel price, no adjustment will be made to the Contractor or Carlton County.

- 4. The compensation for hauling services as detailed in Section 2 shall be adjusted on the first anniversary date of this Agreement, and thereafter annually on such anniversary date (each, an "Adjustment Date"). Prior to the Adjustment Date, Carlton County shall compute the increase or decrease, if any, in the cost of living using as the basis for such computation the Consumer Price Index for All Urban Consumers, Minneapolis-St. Paul area –all items (1982-84=100), hereinafter called the Index, published by the Bureau of Labor Statistics, United States Department of Labor. The Index for semiannual average for October 2023 shall be the "Base Index Number" (BIN), and the corresponding Index for the annual average available on each anniversary date of this Agreement, or an extension thereof, shall be the "Current Index Number" (CIN). The change in the cost of living on each anniversary date of this Agreement shall be determined by dividing the CIN by the NIN and subtracting the integer 1 from the quotient. The percentage of increase or decrease in the cost of living multiplied by the hauling fee per ton shall be the change required to be determined herein.
- 5. The County will provide at the site the necessary utilities, water supply, sanitary facilities, building, and a cashier at the gate for collection of fees. It is understood and agreed that the County shall determine the amount of collection fees and shall have exclusive authority to collect the same.
- 6. It is the intent to describe the basic operations that are unique to this trucking operation. The trucking operation will consist of the following, but is not limited to the following:
 - A. Supplying a capable and sufficient number of tractors to pull and unload trailers. The Contractor will be responsible for immediately removing a full trailer.
 - B. The Contractor will be responsible for the safe and secure transporting of the transfer trailers to the designated facilities and unloading the trailers.
 - C. The Contractor will be responsible to keep all refuse hauled away. It will be the Contractor's responsibility to ensure that they have a capable and sufficient amount of trailers to perform this operation. The Contractor shall cooperate with the receiving facility to deliver waste at an acceptable time as much as is practical.

- D. The Contractor shall provide trailers for Municipal Solid Waste that are compatible with the existing compactor in the Transfer Station. The Contractor shall also provide open top trailers for Mixed Waste and Construction/Demolition Waste which will fit the top loading hopper.
- E. The Contractor shall pay all operating expenses such as fuel, oil, tires, etc., for their equipment. The Contractor assumes all responsibility for costs and expenses for all licensing, registration permits, and such other certificates as may be required for the lawful operation of their equipment. The Contractor shall observe all safety rules and other requirements of regulatory bodies having jurisdiction and shall pay all fines due to lack of plates or permits, speeding, overweight, or other moving violations that may be duly and lawfully imposed or assessed by reason of the Contractor's failure to comply with the rules and regulations and orders of regulatory bodies having jurisdiction.
- F. The Contractor will be responsible for pulling the transfer trailer to the City of Superior Moccasin Mike Landfill, SKB Cloquet – Shamrock Environmental Landfill or other designated facility, weighing in, discharging the solid waste and then returning to the Transfer Station.

The County and the Contractor together will be responsible for loading the respective trailers to the maximum allowed weight and are responsible to ensure the trailers do not exceed the maximum weight restrictions.

- 7. The Contractor does hereby agree that they will indemnify and hold harmless and defend Carlton County, its Commissioners, officers, agents, employees, and voluntary workers against any and all claims, losses, expenses, damages, or lawsuits for damages which such parties or individuals may hereinafter sustain, incur, or be required to pay but only to the extent caused by any willful misconduct, intentional or negligent act or omission of the said Contractor in the performance of the services purchased by Carlton County as expressed herein.
- 8. Each party shall furnish insurance covering public liability in the amount of at least \$500,000.00 for injury or death of any one person in any one occurrence and aggregate bodily liability in the amount of at least \$2,000,000.00 for injuries or death arising out of any one occurrence.
- 9. The Contractor shall furnish a Performance Bond for the faithful performance of the Agreement. Said bond shall be executed by a surety company licensed to do business in the State of Minnesota. The Performance Bond shall be in the amount equal to three months of the total annualized contract amount (using the assumption 21,000 tons of material is transported each year). It shall indemnify the County against any loss resulting from faulty equipment or negligence on the part of the Contractor or their employees or failure of performance by the Contractor, not exceeding, however, the sum of the bond. It shall guarantee payment of wages to all employees of the Contractor, and insurance premiums required fulfilling this Agreement in accordance with Minnesota Statutes Section 574.26.

In lieu of the Performance Bond, the Contractor may provide a cash bond. The Contractor shall

deposit with the Carlton County Treasurer the amount equal to three months of the total annualized contract amount (using the assumption 21,000 tons of material is transported each year). Said sum shall be held by the Carlton County Treasurer until the terms of the contract are fulfilled.

8. The County may move to act if the Contractor fails to transport the Acceptable Waste herein provided for a period of time in excess of five (5) consecutive working days or fails to transport the waste in accordance with the Carlton County Solid Waste Ordinance and specifications herein or the Minnesota Pollution Control Agency Rules and Regulations for a similar period. (The Contractor shall not be held liable if such failure is due to war, insurrection, pandemic or threatened pandemic, riot, act of God or any other cause beyond control.)
9. To ensure that the detailed ordinances, specifications, regulations, and laws for the transportation of solid waste from the Transfer Station are in compliance, a representative of the County shall inspect the Transfer Station site at least once a week during the term of this Agreement.

If the inspections show that the contract regulations, ordinances, specifications, and laws are not in compliance, the Contractor shall have ten (10) days to bring the operation into compliance. Should the Contractor refuse or fail to comply with the contract regulations, ordinances, specifications, or other regulations and laws, the County in such an event, shall have the right to direct such work as necessary and the cost of such work be deducted from any fee due the Contractor.

10. The Contractor shall carry, in a company authorized to transact business in the State of Minnesota, a policy of insurance fulfilling all requirements of the Workmen's Compensation Act of said State, including all legal requirements for occupational diseases.
11. This Agreement shall terminate in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor. In the case of bankruptcy, such termination shall take effect on the day and at the time the bankruptcy is filed.
12. The following hours will be followed in the transportation of solid waste from the Transfer Station:

HOURS:	Monday through Friday	7:00 a.m. to 4:00 p.m.
	Saturday	7:00 a.m. to 1:00 p.m.

13. This Agreement shall be governed by the laws of the State of Minnesota, both as to interpretation and performance. The laws of the State of Minnesota shall govern this Agreement. Any dispute between parties will be venued in the State District Court in Duluth, MN.
14. This Agreement constitutes the entire Agreement and understanding between the parties hereto, and it shall not be considered modified, altered, changed, or amended in any respect unless in writing and signed by the parties hereto.

15. The failure of the County at any time to require performance by the Contractor of any provisions hereof shall in no way affect the right of the County thereafter to enforce the same. The County's failure to require such performance shall not be construed as a waiver of any of the provisions hereof.
16. All dealings, contracts, etc. between the Contractor and the County shall be directed by the Contractor to the Chairman of the Carlton County Board of Commissioners.
17. If any provisions of the Agreement shall be declared illegal, void, or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.
18. A letter addressed and sent by certified United States mail to either party at its business address shall be sufficient notice whenever required for any purpose in this Agreement.
19. It is agreed by the parties to this Agreement that at all times and for all purposes hereunder the Contractor is an independent contractor and not an employee of the County. No statement contained in this Agreement shall be misconstrued so as to find the Contractor an employee of the County and the Contractor shall be entitled to none of the rights, privileges, or benefits of County employees.
20. As the County has established a recycling program, the Contractor or his/her employees shall not be assured any salvage rights at the Transfer Station.
21. In the event that Carlton County is no longer the governing authority for the operation of the Transfer Station and disposition of solid waste as set forth in Paragraph 1 of this Agreement, this Agreement shall terminate and both parties shall be discharged from the terms and conditions of the Agreement.
22. The County reserves the right to terminate the contract prior to the expiration date by providing written notice to the Contractor at least 12 months in advance of termination if the County chooses to provide the services detailed in this Agreement on its own and without the use of a third party agent or subcontractor. Notwithstanding the foregoing, in the event County makes the election to perform the services under this Agreement on its own pursuant to this Section, but then later elects to cease performing the Services on its own prior to December 31, 2024, then County shall contact Contractor and offer Contractor first right to perform the services pursuant to the terms and conditions of this Agreement. The preceding sentence shall survive the termination of this Agreement.
23. Either party may terminate this Agreement for cause, by written notice to the other party, for any material breach of this Agreement if such breach is not cured within thirty (30) days after the breaching party receives written notice of the breach from the non-breaching party. If it is impossible to cure the breach within the thirty (30) day period and the breaching party has commenced and diligently pursues actions to cure the breach within the thirty (30) day period, the cure period shall be extended to sixty (60) days from the date of receipt of notice of the breach, so long as the breaching party is making diligent efforts to cure the breach. Such termination shall be effective upon expiration of the cure period. In the event of a material breach, the breaching party shall promptly inform the non-breaching party of its actions to cure

the breach and when the Contractor believes the breach has been cured.

- 24. Equal Employment Opportunity and Civil Rights. In accordance with Carlton County's Affirmative Action Policy and the County Commissioner's policies against discrimination, no person shall illegally be excluded from employment rights in, participation in, or be denied the benefits of the program which is the subject of this agreement on the basis of race, creed, color, sex, age, disability, or national origin.
- 25. Data Privacy. The Minnesota Government Data Practices Act governs all use or disclosure of information concerning clientele served under this contract (Minnesota Statute §13). It is the responsibility of the Contractor to maintain functional knowledge of Chapter 13 and maintain proper levels of confidentiality as detailed in Chapter 13.
- 26. This Agreement shall become effective on the _____ day of _____, 202X.

IN WITNESS THEREOF, the parties have executed this Agreement the date and year as written.

CONTRACTOR:

CARLTON COUNTY

BY: _____

BY: _____
Dick Brenner, Chairperson
County Board of Commissioners

BY: _____
Heather Cunningham
Zoning and Environmental Services
Administrator

BY: _____
Keven DeVriendt
County Auditor

APPROVED AS TO FORM & EXECUTION:

BY: _____
Lauri Ketola
County Attorney

PROJECTED COUNTY HAULING RATES

DRAFT PROPOSAL - County					Base Rate				
	Tons	Disposal	Haul and Operations		Cost per ton	Operations		Actual Cost Per Ton	Proposed 2024
demo	1000	\$ 27.26	\$ 53.51	\$ 80,770.00	\$ 80.77	\$ -		\$ 80.77	\$ 80.43
mixed	3500	\$ 46.31	\$ 53.51	\$ 349,370.00	\$ 99.82	\$ -		\$ 99.82	\$ 134.89
msw	13200	\$ 44.31	\$ 53.51	\$ 1,291,224.00	\$ 97.82	\$ -		\$ 97.82	\$ 89.00
				\$ 1,721,364.00	Disposal and hauling				
				\$ 1,901,364.00	Disposal , hauling and operations				

\$ 21.46 Diff 2022/2023 MIXED

	TRUCKING AND OPERATING	DISPOSAL ONLY
	\$ 53,510.00	\$ 27,260.00
	\$ 187,285.00	\$ 162,085.00
	\$ 706,332.00	\$ 584,892.00
	\$ 947,127.00	\$ 774,237.00
	\$ 426,290.00	CURRENT TRUCKING
	\$ 520,837.00	DIFFERENCE but operations includes in haul

ACTUAL COST PER TON	PROPOSED 2024
\$ 80,770.00	\$ 80,430.00
\$ 349,370.00	\$ 472,115.00
\$ 1,291,224.00	\$ 1,174,800.00
<u>\$ 1,721,364.00</u>	<u>\$ 1,727,345.00</u>

\$ 5,981.00 profit with MSW/MIXED rates adjusted

Transfer Station Budget

390	Actual	Actual	Rollover	Net	Actual
	Expenses	Revenues			Net
2012	\$ 1,099,849	\$ 1,244,793	\$ -	\$ (144,944)	
2013	\$ 1,088,778	\$ 1,242,915	\$ -	\$ (154,137)	
2014	\$ 1,144,296	\$ 1,302,275	\$ -	\$ (157,979)	
2015	\$ 1,187,932	\$ 1,374,110	\$ -	\$ (186,178)	
2016	\$ 1,295,499	\$ 1,469,769	\$ -	\$ (174,270)	
2017	\$ 1,365,759	\$ 1,507,705	\$ -	\$ (141,946)	
2018	\$ 1,496,172	\$ 1,669,601	\$ -	\$ (173,429)	
2019	\$ 1,490,887	\$ 1,694,959	\$ -	\$ (204,072)	
2020	\$ 1,482,468	\$ 1,769,085	\$ -	\$ (286,617)	\$ (173,936)
2021	\$ 1,958,669	\$ 1,845,988	\$ 112,681	\$ -	
2022	\$ 1,702,905	\$ 2,054,991	\$ -	\$ (352,086)	

\$ (1,862,977)

CURRENT RATES

ACTUAL COST 2022 - July 1, 2023								Base Rate	
	Tons	disposal	haul		Cost per ton	Operations		Actual Cost per Ton	Current (<7/1/23)
demo	1000	\$ 27.26	\$ 22.15	\$ 49,410.00	\$ 49.41	\$ 10.73		\$ 60.14	\$ 57.70
mixed	3500	\$ 46.31	\$ 24.20	\$ 246,785.00	\$ 70.51	\$ 10.73		\$ 81.24	\$ 109.66
msw	13200	\$ 44.31	\$ 24.20	\$ 904,332.00	\$ 68.51	\$ 10.73		\$ 79.24	\$ 65.30
				\$ 1,200,527.00	Disposal and hauling				
				\$ 1,380,527.00	Disposal , hauling and operations				

DRAFT PROPOSAL - September 1, 2023								Base Rate	
	Tons	disposal	haul		Cost per ton	Operations	Operation costs MIXED PP rate	Actual Cost per Ton	Proposed
demo	1000	\$ 27.26	\$ 22.15	\$ 49,410.00	\$ 49.41	\$ 10.73		\$ 60.14	\$ 60.14
mixed	3500	\$ 46.31	\$ 24.20	\$ 246,785.00	\$ 70.51	\$ 21.46	\$ 42.92	\$ 91.97	\$ 113.43
msw	13200	\$ 44.31	\$ 24.20	\$ 904,332.00	\$ 68.51	\$ -		\$ 68.51	\$ 66.72
				\$ 1,200,527.00	Disposal and hauling				
				\$ 1,380,527.00	Disposal , hauling and operations				

TRUCKING ONLY
\$ 22,150.00
\$ 84,700.00
\$ 319,440.00
\$ 426,290.00

DISPOSAL
\$ 27,260.00
\$ 162,085.00
\$ 584,892.00
\$ 774,237.00

COST PER TON	PROPOSED RATE
\$ 60,140.00	\$ 60,140.00
\$ 321,895.00	\$ 397,005.00
\$ 904,332.00	\$ 880,704.00
\$ 1,286,367.00	\$ 1,337,849.00

\$ 51,482.00 profit

\$ 1,106,367.00 wo labor

\$ 231,482.00 profit wo labor (come labor costs covered by other waste streams)

CARLTON COUNTY TRANSFER STATION
Explanation of Transfer Station MIXED Fee
PROJECTED CARLSON (9/1/2024)

	WEIGHT (pounds)	DISPOSAL FEE ³ PER POUND	DISPOSAL FEE ³	DISPOSAL FEE WITH ROUNDING	SWM TAX ⁴	DISPOSAL FEE * SWM TAX	WEIGHT ² (pounds)	WLSSD SWMF ⁵	WEIGHT * WLSSD SWMF	TRANSFER STATION FEE
CUBIC YARD	200	0.067445	\$13.49	\$13.57	17%	\$2.29	200	0.0107	\$2.14	\$17.92
PER TON	2000		\$134.89	NA		\$22.93	2000		\$21.40	\$179.22
										\$18.00

¹ MIXED means loads that are not bagged or loads that have not been sorted, large bulky items (couches, chairs, any item that can't be bagged). **NOT accepted Wednesdays.**

² Container and vehicle rates based on volume-to-weight conversion standards established by the Environmental Protection Agency (EPA).
Volume-to-weight conversion is not negotiable.

³ Disposal Fee is the cost for Carlton County to transport and dispose of MMSW at the landfill (Superior, WI).

⁴ Solid Waste Management (SWM) Tax is the amount the County pays the State of Minnesota for Mixed Municipal Solid Waste.

⁵ Western Lake Superior Sanitary District Solid Waste Management Fee (WLSSD SWMF) is the amount the County pays to the WLSSD for programs related to hazardous waste disposal, recycling, composting and waste reduction.

The cashier has the right to weigh any load. Asphalt, concrete, brick, shingles or loads larger than 9 cubic yards will always be weighed.

~SUMMARY~	
Weight x Disposal Fee Per Pound = Disposal Fee (includes transportation and operations)	Disposal Fee +
Disposal Fee x \$0.17 = SWM Tax (collected for State of MN)	SWM Tax +
Weight x \$0.0107 = SWMF (collected for WLSSD)	SWMF =
	Total Transfer Station Fee