



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

**January 3, 2012**

**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 December 20, 2011**

**Health & Human Services Committee**

1. Agreement with the Community Health Board for Public Health Emergency Preparedness Activities [12-02]

**Environment & Natural Resources Committee**

2. Reinstatement of Contract for Repurchase of State Tax Forfeited Land – Baumchen [12-03]

**Public Works & Transportation Committee**

3. Renovation Project – Central Range Public Works Facility (Hibbing) [12-04]

**Finance & Budget Committee**

4. Waiver of Ordinance No. 28, Section 1105 – Billy's (Rice Lake Township) [12-05]
5. Professional Services Agreement for Horticulture/Educational Activities [12-06]
6. Professional Services Agreement for Agriculture and Environment Education [12-07]

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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.*

**Central Management & Inter-Governmental Committee**

1. **Appointment to the St. Louis County Board of Adjustment [12-08]**  
Resolution to fill one vacancy on the St. Louis County Board of Adjustment.

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**COMMISSIONER DISCUSSION ITEMS AND REPORTS:**

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

**ADJOURNED:**

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

**January 10, 2012**      **Commissioners' Conference Room, Courthouse, Duluth, MN**  
**January 24, 2012**      **Grand Lake Town Hall, Twig, MN**  
**February 7, 2012**      **Commissioners' Conference Room, Courthouse, Duluth, MN**

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

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

Tuesday, December 20, 2011

Location: Morse Town Hall, Ely, MN  
Present: Commissioners Jewell, O'Neil, Dahlberg, Forsman, Sweeney, Nelson and Raukar  
Absent: None  
Convened: Chair O'Neil called the meeting to order at 10:14 a.m.

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**CONSENT AGENDA**

Nelson/Dahlberg moved to approve the consent agenda. (7-0)

**Minutes of December 13, 2011**

1. CY 2012 Purchase of Service Contract with the Program for Aid to Victims of Sexual Assault
2. CY 2012 Purchase of Service Contract with First Witness
3. CY 2012 Purchase of Service Contract with Arrowhead Center, Inc.
4. 2011 Third Quarter Budget Changes
5. 2012 Land Atlas and Plat Book Printing
6. Virginia Courthouse Lockup Security System Upgrade
7. Apply and Accept Imminent Public Health Threat SSTS Abatement Program Funding
8. Contracts for Court Appointed Attorneys in Civil Commitment Proceedings
9. Agreement with City of Duluth to Participate in the 2012 Toward Zero Deaths Law Enforcement Grant Program
10. Authorization to Apply for the 2011 Homeland Security Buffer Zone Protection Program Grant
11. Apply and Accept FFY 2011 Emergency Management Performance Grant

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**REGULAR AGENDA**

Sweeney/Nelson moved to award a bid for CSAH 43 Reconstruction (Gnesen and Fredenberg Townships) to RJS Construction Group, LLC, Superior, WI, on their low bid of \$3,988,078.00 (1.45% below the engineers estimate.) (7-0)

Forsman/Nelson moved a resolution in support of non-ferrous mining operations currently under consideration for various locations in St. Louis County. Commissioner Raukar reviewed the background. Commissioner Forsman read the resolution for the record. The following citizens spoke to the board regarding the non-ferrous mining resolution: Rick Canatta, City of Hibbing Mayor; Reid Carron, Ely; Becky Rom; Art Lind, Hibbing; Tony Seme, Ely; Lori Fedo, Side Lake; Deborah Kleese, Ely; Bill Whiteside, Ely; Andrew Urban, Ely; John Fedo, Side Lake; Richard Watson; John Grahek, Iron Range Building Trades, Virginia; Pamela Thompson, Brimson; Ray Jensen, Hibbing Community College; Glenn Anderson, Mayor of Babbitt; Christie Kerney; Margaret Hodnik, Minnesota Power; Beth Hooper, Superior Mineral Resources; Jim Lassi, Babbitt City Council; Rod Itcola, Hibbing; Sue Spencer, Ely; Jane Koschak, Ely; Brad Boos, Ely; Tim Jefferson, Twin Metals Geologist; Nancy McReady, Ely; Bill Skradski, Ely; Mike Applewick, Biwabik; Jeff Anderson, Duluth City Council; Bill Urzar, Ely; Vern Bake, President of Duluth Metals; State Representative Tom Rukavina; Bob McFarlan, Vice President of Twin Metals; Paul Forsman, Ely; Julie Richard, Ely; Christine Cole, Lake County; Gina DeBreto, Britt; Marce Wood, Duluth; Marco Good, Grand Marais; Adam Harju, Grand Marais; Frank Moe, Cook County; Bill Travis, President IDEA Drilling; Charles Baraboo, City of Virginia Vice Mayor; Heidi Omerza, Ely City Council; John Doberstein; Wanez DesJarlait, Bois Forte; Chad Johnson, Duluth; Jesse Peterson, Duluth; Andrew Slade, Duluth.

The county board recessed at 1:00 p.m. for lunch. The county board reconvened at 2:21 p.m.

The following citizens spoke to the board regarding the non-ferrous mining resolution:

Mike Kuitu, Carlton County Central Labor Body; James Koschak, Ely; Steve Koschak, River Point Resort, Ely; Bob Tammen, Soudan; Jennifer Cummings, Duluth; Cynthia Peterson, Duluth; Jay Benson, Duluth; Jim Hart, Eagles Nest; Bridget Peterson, Duluth; Reyna Crow, Duluth; Vern Simula, Duluth; Ben Butter; Matt Tyler, Finland, MN; Melinda Suelflow; Johnnie Hyde; Joe Scipioni, PolyMet President and CEO; Kristin Larsen, Pequaywan; Roger Skraba, City of Ely Mayor.

The board recessed at 3:28 p.m. and reconvened at 3:40 p.m.

Commissioner Raukar said the resolution is symbolic in nature and offered a friendly amendment to the resolution and the makers agreed. Commissioner Forsman read the amended resolution. Commissioner Forsman said he supports this, noting the jobs are not temporary and the pay is \$70,000 per year, which is not considered low wages. Commissioner Nelson thanked everyone in attendance and said we will work together as this project moves forward. Commissioner Sweeney said copper is important as are jobs; however she would like to see public hearings on this matter. Commissioner Jewell said he feels this action is premature and bad policy. Commissioner O'Neil noted the moratorium on copper mining in Wisconsin, and said he is not ready to support at this time. After further discussion, the motion passed. (4-3, Jewell, O'Neil and Sweeney)

The board recessed at 4:39 p.m. and reconvened at 4:47 p.m.

Raukar/Sweeney moved a resolution authorizing the 2010-2011 Deputy Sheriff's Unit bargaining agreement. Administrator Kevin Gray said there were zero increases for 2010-2011 and no changes to the employee contribution for medical insurance. (7-0)

Raukar/Forsman moved a resolution to approve an updated Management Compensation Plan for elected and appointed department heads, and unrepresented county managers. In addition, to approve an updated postretirement health care saving plan policy for appointed department heads and managers covered under the Plan. Administrator Gray noted the changes, including an increase to a 40-hour work week, with no change in pay. Additionally there is a reduction in personal, sick and vacation accruals for new hires and a reduction in the maximum sick leave balance for new hires. (7-0)

Nelson/Sweeney moved a resolution authorizing a contract with Steven C. Fecker of Johnson, Killen & Seiler, P.A., for labor relations services for the years 2012 and 2013. Commissioner Raukar said his son works for the Johnson, Killen & Seiler law firm, but he does not work in this area and is not associated with this contract. (7-0)

At 4:58 p.m., Nelson/Sweeney moved to adjourn the committee of the whole meeting. (7-0)

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Steve O'Neil, Chair of the County Board

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Patricia Stolee, Clerk of the County Board

# BOARD LETTER NO. 12 – 02

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 1

BOARD AGENDA NO.

**DATE:** January 3, 2012

**RE:** Agreement with the  
Community Health Board for  
Public Health Emergency  
Preparedness Activities

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

Ann M. Busche, Director  
Public Health & Human Services

## **RELATED DEPARTMENT GOAL:**

To ensure that the region will be prepared for emergencies and hazards and will be at low risk of epidemics and the spread of disease.

## **ACTION REQUESTED:**

The St. Louis County Board is requested to enter into a Public Health Emergency Preparedness Grant Project Agreement with the Carlton-Cook-Lake-St. Louis Community Health Board.

## **BACKGROUND:**

The State of Minnesota has received funds from the Centers for Disease Control and Prevention to assess and enhance the capacity of the state and local health departments to respond to bio-terrorism, infectious diseases and other threats to public health. Emphasis is placed upon coordination, assessment of existing capacities, planning and implementation of information and risk management systems, as well as methods for appropriate public communication and response to any local or state medical or public health alert. No local match is required for this grant.

The primary duties of St. Louis County include:

1. Coordinate public health assessment and planning for natural or intentional disasters and outbreaks of infectious disease and other public health threats and emergencies.
2. Communicate with citizens, state and local agencies, elected officials, and others involved in emergency preparedness to gain input and assure consistency with all activities.
3. Maintain the Health Alert Network for St. Louis County and serve as the main contact with the State of Minnesota.
4. Assurance of a basic level of knowledge in key public health staff by coordinating and facilitating all training as may be necessary to achieve the requirements of the state.

**RECOMMENDATION:**

It is recommended that the County Board approve the contract between St. Louis County and the Carlton-Cook-Lake-St. Louis Community Health Board for the provision of Public Health Emergency Preparedness activities for the period August 19, 2011 through August 9, 2016.

It is further recommended that the County Board accept Performance Period 1 funding from the Community Health Board in the amount of \$125,184 for the period August 19, 2011 through December 31, 2012, payable to Fund 230, Agency 233999, Grant 23601.

**Agreement with the Community Health Board  
for Public Health Emergency Preparedness Activities**

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

WHEREAS, the State of Minnesota has received funds from the Centers for Disease Control and Prevention to assess and enhance the capacity of the state and local health departments to respond to bio-terrorism, infectious diseases, and other threats to public health and has allocated these funds to Community Health Boards; and

WHEREAS, the Carlton-Cook-Lake-St. Louis Community Health Board wishes to contract with St. Louis County through August 9, 2016 since the Public Health and Human Services Department has been performing the requirements of the grant agreement.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board approves the Public Health Emergency Preparedness Grant Project Agreement for the funding period August 19, 2011 through August 9, 2016.

RESOLVED FURTHER, that the St. Louis County Board accepts Performance Period 1 funding in the amount of \$125,184 for the period August 19, 2011 through December 31, 2012.

RESOLVED FURTHER, that the St. Louis County Board authorizes the appropriate county officials to sign the Public Health Emergency Preparedness Grant Project Agreement with the Carlton-Cook-Lake-St. Louis Community Health Board in the amount of \$125,184 for the period August 19, 2011 through December 31, 2012, payable to Fund 230, Agency 233999, Grant 23601.

**GRANT APPROVAL FORM**

GRANT NAME: PHEP Grant - Period 1 GRANT AMOUNT: \$125,184  
 GRANTOR: CDCP & CHB MATCH AMOUNT: NA  
 FUND: 230 AGENCY: 233999 GRANT: 23601 GRANT YEAR: 2011/2012  
 AGENCY NAME: PHHS  
 CONTACT PERSON: Guy Peterson PHONE: X5267  
 GRANT PERIOD: BEGIN DATE: 8/19/2011 END DATE: 12/31/2012  
 STATE GRANT AWARD NUMBER OR FEDERAL CFDA # \_\_\_\_\_

FILL IN THE ABOVE INFORMATION ON THIS FORM AND IDENTIFY THE CATEGORY OF THE GRANT FROM THE CHOICES BELOW. ATTACH THIS FORM TO THE GRANT APPLICATION AND ANY OTHER PERTINENT OTHER DOCUMENTATION AND ROUTE THE PACKET TO THE INDIVIDUALS LISTED FOR THE TYPE OF GRANT.

**IT IS ESSENTIAL THAT DEPARTMENTS SUBMIT THE COMPLETED APPROVAL FORM ON THOSE GRANTS THAT DO NOT REQUIRE BOARD RESOLUTION TO THE AUDITOR'S OFFICE ACCOUNTING DEPARTMENT FOR BUDGETING PURPOSES. NO GRANT ACTIVITY WILL BE RECORDED WITHOUT AN ESTABLISHED BUDGET.**

**GRANTS OF \$25,000 OR LESS**

A grant of \$25,000 or less may be applied for and/or accepted by the department without a separate County Board Resolution if it meets the following:

1. The grant fits within the department's functions, and
2. If the grant requires a County match (not to exceed in money or value an amount equal to the actual grant), and if that match is "in kind", that "in-kind" match is part of the ongoing operations, or if the match is monetary, that the department can find the necessary amount within its existing budget.

**DOES THIS GRANT QUALIFY UNDER "GRANTS OF \$25,000 OR LESS"?**

YES  NO

If so, this type of grant requires the following review approval:

County Auditor	_____	Date: _____
County Administrator	_____	Date: _____
County Attorney	_____	Date: _____

**The Grant Budget must be entered into the accounting system. Send a copy of the grant, this signed approval form and any other pertinent information to the Auditor's Office-Accounting, so the budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.**

**NEW GRANTS GREATER THAN \$25,000**

All new grants that exceed \$25,000 and all recurring grants that exceed \$25,000 that contain changes in the grant's requirements which may affect either County resources or the scope of the grant need two (2) board resolutions. One board resolution is required to apply for the grant and a second resolution is required to accept the grant.

**DOES THIS GRANT QUALIFY UNDER "GRANTS GREATER THAN \$25,000"?**

YES  NO

If this is a new grant greater than \$25,000, it requires the following review approval:

County Auditor

Date:

County Administrator

Date:

**The Grant Budget must be entered into the accounting system. Send a copy of the grant, this completed approval form and the Board Resolution to the Auditor's Office-Accounting, so a budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.**

**RECURRING GRANTS GREATER THAN \$25,000**

A recurring grant greater than \$25,000 that is a repeat of a grant which has been received by the County in past year(s) and that has no changes in the use of County resources or in the scope of the grant, requires one Board Resolution to both apply for and/or accept the grant.

**DOES THIS GRANT QUALIFY AS "RECURRING GRANTS GREATER THAN \$25,000"?**

YES  NO

If yes, this recurring grant greater than \$25,000 requires the following review approval:

County Auditor

Date:

County Administrator

Date:

**The Grant Budget must be entered into the accounting system. Send a copy of the grant, this completed approval form and the Board Resolution to the Auditor's Office-Accounting, so a budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.**

# BOARD LETTER NO. 12 - 03

## ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 2

### BOARD AGENDA NO.

**DATE:** January 3, 2012                      **RE:** Reinstatement of Contract for  
Repurchase of State Tax  
Forfeited Land - Baumchen

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

Robert Krepps, Land Commissioner  
Land & Minerals Department

**RELATED DEPARTMENT GOAL:**

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

**ACTION REQUESTED:**

The St. Louis County Board is requested to authorize reinstatement of a contract for deed to repurchase state tax forfeited land.

**BACKGROUND:**

Minn. Stat. § 282.341 Subd. 1 provides for reinstatement of a contract for deed subject to payment equivalent to the delinquent installments, taxes, assessments, penalties, costs, and interest and providing proof of insurance. Ted William Baumchen of Hibbing, MN, has requested to reinstate his contract for repurchase of state tax forfeited land. Less than 50 percent of the basic sale price was paid prior to cancellation; therefore, reinstatement requires County Board approval (Minn. Stat. § 282.341 Subd. 1). Payment and fees required to reinstate the contract have been paid and proof of insurance has been provided.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve the reinstatement of this contract. The reinstatement fees listed below are to be deposited into Fund 240 (Forfeited Tax Fund).

**Ted William Baumchen, Hibbing, MN**

Address of Property	4033 Saari Road Hibbing, MN 55746
Legal Description	CITY OF HIBBING SE 1/4 OF NE 1/4 EX S 1/2 AND EX N 330 FT SEC 21 TWP 57 RGE 20 Parcel Code: 141-0020-02610
Date of Cancellation and Resolution Number	09/13/2011 Reso 11-477
Proof of Insurance	Provided
Amount Needed to Reinstate	\$1,712.67
Date Paid	12/15/2011
Cancelled Contract Number	C22100085
New Contract Number	C22110120

**Reinstatement of Contract for Repurchase of State Tax Forfeited Land - Baumchen**

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

WHEREAS, under the provisions of Minn. Stat. § 282.341 Subd. 1, a contract for deed to repurchase state tax forfeited land previously cancelled may be reinstated by the previous contract holder subject to payment of installments, taxes, assessments, penalties, costs, and interest and providing proof of insurance; and

WHEREAS, less than 50% of the basic sale price was paid prior to cancellation; therefore, County Board approval is required for reinstatement; and

WHEREAS, Ted William Baumchen of Hibbing, MN, has requested to reinstate Contract C22100085, which was cancelled by County Board Resolution No. 11-477, dated September 13, 2011, under new Contract C22110120 for property described as:

CITY OF HIBBING  
SE 1/4 OF NE 1/4 EX S 1/2 AND EX N 3/4 FT  
SEC 21 TWP 57 RGE 20  
Parcel Code: 141-0020-02610

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board approves the reinstatement of Contract C22110120 by Ted William Baumchen of Hibbing, MN, in the amount \$1,712.67, to be deposited into Fund 240 (Forfeited Tax Fund).



# St. Louis County Land Department Tax Forfeited Land Sales

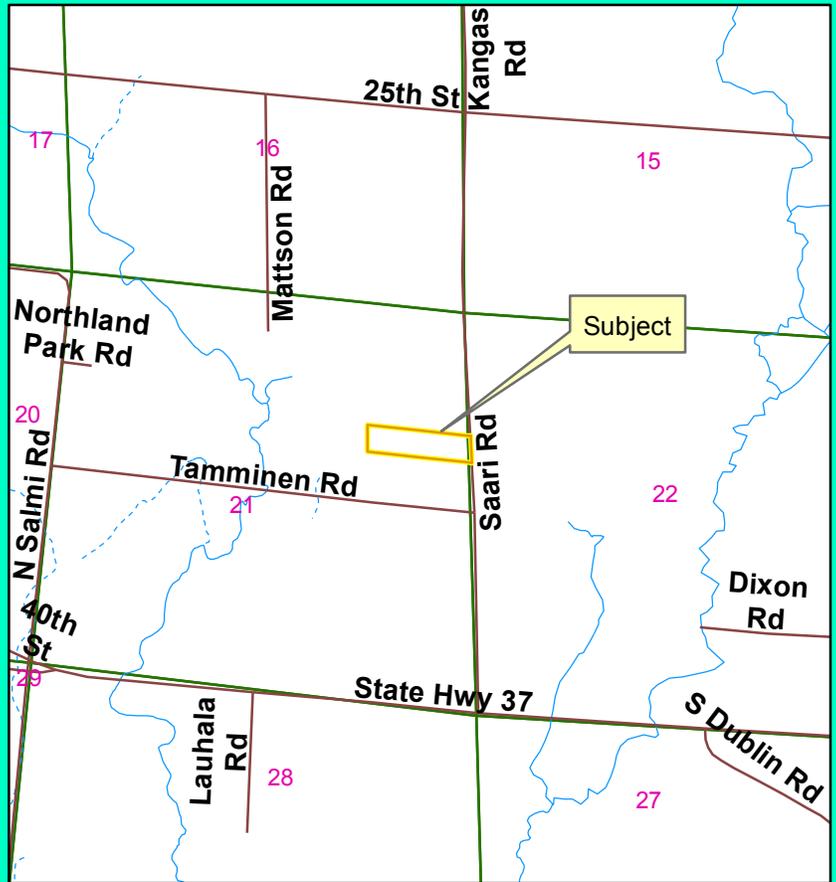
## Reinstatement of Contract

Legal : CITY OF HIBBING  
SE 1/4 OF NE 1/4 EX S 1/2 AND  
EX N 330 FT, Sec 21 Twp 57 Rge 20

Parcel Code : 141-0020-02610

Acres 10.00

LDKEY : 70409

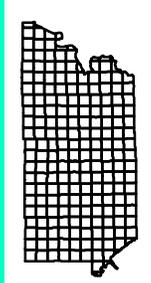


City of Hibbing

Sec: 21 Twp: 57 Rng: 20

### Commissioner District # 7

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



*St. Louis County, Minnesota*

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

**St. Louis County  
Land Department**

**January 2012**



# BOARD LETTER NO. 12 - 04

PUBLIC WORKS & TRANSPORTATION COMMITTEE  
CONSENT NO. 3

BOARD AGENDA NO.

**DATE:** January 3, 2012                      **RE:** Renovation Project – Central  
Range Public Works Facility  
(Hibbing)

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

James T. Foldesi  
County Engineer/Public Works Director

**RELATED DEPARTMENT GOAL:**

Bring facility up to current building and life safety codes, to extend life cycle of the facility, and to reconfigure the space for better use.

**ACTION REQUESTED:**

The St. Louis County Board is requested to authorize an agreement for renovation of the Central Range Public Works Facility in Hibbing, MN.

**BACKGROUND:**

Currently the Bridge Engineering and front office/reception areas of the Central Range Public Works Facility are not conducive to efficient operation. The renovation will allow for the relocation of the Maintenance Superintendent to an office more accessible to the public and his direct staff, and for the space vacated by the superintendent to be renovated for use by the Bridge Engineer staff.

The Purchasing Division solicited bids for the Central Range Maintenance Facility office renovation which were opened on December 22, 2011 with the following results:

<b>Max Gray Construction Inc., Hibbing, MN</b>	<b>\$116,600</b>
Lenci Enterprises Inc., Virginia, MN	\$123,300
Kraus-Anderson, Duluth, MN	\$139,800
Lipe Brothers Construction and Door, Duluth, MN	\$160,000

**RECOMMENDATION:**

It is recommended the St. Louis County Board authorize an agreement with Max Gray Construction Inc. for renovation of the Central Range Public Works Facility in Hibbing for a cost of \$116,600, payable from Fund 405, Agency 405045, Object 663100.

**Renovation Project – Central Range Public Works  
Facility (Hibbing)**

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

WHEREAS, the Bridge Engineering and front office/reception areas of the Central Range Public Works Facility in Hibbing are not conducive to efficient operation; and

WHEREAS, the Purchasing Division solicited bids for the project and Max Gray Construction, Inc., of Hibbing, MN submitted the low qualifying bid.

NOW THEREFORE BE IT RESOLVED, the St. Louis County Board authorizes an agreement with Max Gray Construction Inc. of Hibbing, MN, for the renovation of the Central Range Public Works Facility in Hibbing, for a cost of \$116,600, payable from Fund 405, Agency 405045, Object 663100.

# BOARD LETTER NO. 12 - 05

FINANCE & BUDGET COMMITTEE CONSENT NO. 4

BOARD AGENDA NO.

**DATE:** January 3, 2012

**RE:** Waiver of Ordinance No. 28,  
Section 11.05 – Billy's (Rice  
Lake Township)

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

Donald Dicklich  
County Auditor

**RELATED DEPARTMENT GOAL:**

Provide mandated and discretionary licensing services in a timely manner.

**ACTION REQUESTED:**

The St. Louis County Board is requested to grant a waiver of Ordinance No. 28, Section 11.05, to Billy's in Rice Lake Township, to allow for warm-up and access to restroom facilities for the John Beargrease Sled Dog Marathon.

**BACKGROUND:**

Ragnar Properties, Inc. d/b/a Billy's, 3502 West Tischer Road, ~~Duluth, MN~~ in Rice Lake Township, has requested a waiver of Ordinance No. 28 (Liquor Ordinance), Section 11.05, requiring patrons to vacate licensed premises twenty minutes after sales are to be ceased by law. The establishment proposes to stay open on January 29, 2012, through February 1, 2012, from 1:00 a.m. to 8:00 a.m. to provide a place for mushers competing in the John Beargrease Sled Dog Marathon to warm up, use restroom facilities and have breakfast. Also, race officials will use the establishment for their communication headquarters. Alcoholic beverages will not be served during these extended hours. The Liquor Licensing Committee has recommended approval of the waiver as permitted by Section 14 of Ordinance No. 28.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve the waiver.

**Waiver of Ordinance No. 28, Section 11.05 – Billy's (Rice Lake Township)**

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

WHEREAS, St. Louis County Ordinance No. 28 (Liquor Ordinance), Section 11.02 prohibits sales of alcohol after 1:00 a.m. on Monday through Saturday and Section 11:05 requires patrons to vacate licensed premises within twenty minutes after sales are ceased by law; and

WHEREAS, Ragnar Properties, Inc. d/b/a Billy's, 3502 West Tischer Road, Duluth, MN, a licensed liquor establishment, has requested a waiver to remain open from 1:00 a.m. to 8:00 a.m. on January 29, 2012, through February 1, 2012, to provide facilities and food to mushers and race officials of the John Beargrease Sled Dog Marathon; and

WHEREAS, the Liquor Licensing Committee has recommended approval of the waiver application, pursuant to Section 14 of Ordinance No. 28.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board approves the application (on file in County Board File No. \_\_\_\_\_) submitted by the below listed establishment for a waiver of Section 11.05, which requires patrons to vacate the licenses premises by 1:20 a.m.

Ragnar Properties, Inc. d/b/a Billy's  
3502 West Tischer Road  
Duluth, MN 55803  
Rice Lake Township

RESOLVED FURTHER, that the waiver shall be effective January 29, 2012, through February 1, 2012, from 1:00 a.m. to 8:00 a.m. and no alcohol shall be served or consumed on the licensed premises during the waiver period, although Billy's will be allowed to serve food to mushers and race officials of the John Beargrease Sled Dog Marathon during the waiver period.

# BOARD LETTER NO. 12 - 06

FINANCE & BUDGET COMMITTEE CONSENT NO. 5

BOARD AGENDA NO.

**DATE:** January 3, 2012

**RE: Professional Services  
Agreement for Horticulture/  
Educational Activities**

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

**RELATED DEPARTMENT GOAL:**

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

**ACTION REQUESTED:**

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

**BACKGROUND:**

On June 21, 2011, two local University of Minnesota Extension Educators providing Extension Food, Agriculture and Natural Resources Sciences (EFANS) programs announced their retirements from University employment effective December 30, 2011. Soon after, County Administration began discussions with the County Extension Committee to convey that the county must carefully consider any and all expenditures of public funds whenever an alternative may exist to filling a vacant position. The retirement announcements by the University employees required this same analysis.

The analysis determined that over \$100,000 could be saved by no longer funding these positions in the 2012 University of Minnesota Extension Service Memorandum of Agreement (MOA). On September 30, 2011 the University received written notification of the county's intent to amend its 2012 MOA to reflect the reduction of funding for the two local Extension Educators providing EFANS programs. The County Board authorized the revised 2012 MOA at its November 22, 2011 meeting (Resolution No. 11-613).

County Administration has been in discussions with the retiring individuals including local horticulture educator, Robert M. Olen, with the goal of securing a contractual agreement ensuring his talent and expertise continue to be available to county residents and businesses for the near future. Administration indicated interest in pursuing

significant educational opportunities and pilot projects in cooperation with the county's Public Health and Human Services Department and the business community, to address long term health and behavioral outcomes for county residents.

An agreement for professional services with Mr. Olen has been negotiated with assistance from the County Attorney's Office for an annual cost of \$68,500. This compensation includes appropriate reimbursements and assumes that services will not exceed 1,950 hours annually. Specific services will include communication and coordination for the County Extension Office's horticulture education programs, conduct conferences and events for consumers and commercial audiences, provide consumer and commercial technical assistance, and assist the county with food and behavioral change initiatives. Revenue, derived from programs and services that are fee based, will offset a portion of the contract cost

**RECOMMENDATION:**

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

## **Professional Services Agreement for Horticulture/Educational Activities**

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

WHEREAS, it is recommended that the St. Louis County Board approve the Agreement for Professional Services between St. Louis County and Robert M. Olen as a contractor to perform horticulture, food and behavioral education and services for consumer and commercial audiences.

NOW, THEREFORE, BE IT RESOLVED, the St. Louis County Board authorizes the appropriate county officials to sign an Agreement for Professional Services with Robert M. Olen to provide horticulture, food, and behavioral education services for the County Extension Office for one year beginning January 3, 2012 and terminating December 31, 2012 for a total contract price of \$68,500 (a rate of \$33.33 per hour, not to exceed 1,950 hours, including appropriate reimbursements), allowing for a renewal of up to three years, with compensation review annually, payable from Fund 184, Agency 184001, Object 629900 - \$65,000; and Fund 184, Agency 184001, Object 635500 - \$3,500.

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

This agreement is made and entered into between the **COUNTY OF ST. LOUIS**, a body corporate and politic existing under the laws of the State of Minnesota, acting by and through County Extension Division of Administration, hereinafter referred to as "County," and **ROBERT M. OLEN**, P.O. Box 3095, Duluth, Minnesota 55803, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, St. Louis County has undertaken significant responsibility for providing county extension educational programs and services; and

WHEREAS, the Contractor has been integrally involved in providing horticulture education, has access to applied research and expertise in agriculture, food and environment and has the special knowledge and skills necessary to conduct educational conferences and events for consumer, commercial and county audiences; and

WHEREAS, Contractor is familiar with and able to assist the County with other agriculture, horticulture, food and environment initiatives.

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

1. TERM OF SERVICE. The Contractor agrees to perform services for the County during the period commencing January 3, 2012 and terminating December 31, 2012, unless sooner terminated as provided herein. Contract may be renewed annually up to three years upon agreement of the County Administrator and Contractor.

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

3. COUNTY RESPONSIBILITY. The County shall provide access to all data in its possession required by Contractor for the execution of the services contained herein. This shall include providing Contractor with access to the County Intranet, Internet and GroupWise, to assist in communications and receipt and distribution of reports and information. The County shall provide clerical assistance when needed for special program notifications, communications, and reports requested by the County.

4. COMPENSATION. The County shall pay the Contractor up to SIXTY-EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$68,500) for compensation and mileage expenses for the twelve month term of this agreement. This compensation assumes that services will not exceed a limit up to 1950 hours per year by Contractor at an hourly rate of THIRTY THREE and THIRTY THREE /100THS DOLLARS (\$33.33) per hour. Compensation will be reviewed annually for possible adjustment.

5. REIMBURSABLE EXPENSES. The Contractor will be allowed reimbursable expenses for mileage and other costs as specifically related to providing services pursuant to this agreement. Prior approval will be required for lodging, food or airfare expenses. All expenses shall be consistent with current County policies on reimbursement of expenses and required documentation. Reimbursable expenses will be paid from the St. Louis County Extension Division budgets upon approval.

6. PAYMENT. Contractor shall invoice his hours and expenses not less than monthly. County shall pay all invoices within 30 days of receipt and upon approval.

7. TERMINATION. This agreement may be terminated with or without cause by either party upon thirty (30) days' written notice.

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

9. OWNERSHIP OF DOCUMENTS. All materials prepared or developed by Contractor hereunder, including documents, computer data, correspondence, calculations, notes, reports, data, models, and forms specific to St. Louis County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished to the Contractor by the County, be delivered to the County upon request, or in any event, upon the determination of final performance or termination of this agreement.

10. INDEPENDENT CONTRACTOR. That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of St. Louis, including but not limited to, workers compensation, health/dental benefits, and indemnification for third-party personal injury/property damage claims. Contractor is not limited by this agreement in providing similar services to other agencies, so long as such services are not in conflict with and does not interfere with services to St. Louis County.

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

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

11. INSURANCE. The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for the Business Automobile Liability Insurance policy must be on file with St. Louis County within 10 days of execution of this contract and prior to commencement of any work under this contract. The certificate must include a 10-day notice of cancellation, non-renewal, or material change to all named and additional insureds.

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

Business Automobile Liability Insurance.

\$500,000 for claims for wrongful death and each claimant for other claims.

\$1,500,000 each occurrence.

Must cover owned, non-owned and hired vehicles.

12. WORKER'S COMPENSATION. Per statutory requirements. Certificate of Compliance must be executed and filed with St. Louis County.

13. INDEMNIFICATION CLAUSE. Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless St. Louis County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission of Contractor, its subcontractors, and their agents, servants, or employees, incident to

the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force the policy of insurance indicated in paragraph entitled "INSURANCE."

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

14. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this agreement, nor assign this agreement without the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary.

15. NON-DISCLOSURE OF INFORMATION OR DATA. Pursuant to Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by Contractor under this agreement may be released to the public by Contractor or representatives.

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

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

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

18. NOTICES/COMMUNICATIONS. All notices and demands pursuant to this agreement shall be directed in writing to:

**Contractor**

Robert M. Olen  
P. O. Box 3095  
Duluth, MN 55803  
218-349-2624

**County Administrator**

Kevin Z. Gray  
100 N. 5<sup>th</sup> Ave. West  
Duluth, MN 55802  
218-726-2448

19. OTHER CONDITIONS.

- A. Compliance with Laws/Standards. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this contract or the facilities, programs and staff for which Contractor is responsible.
- B. Minnesota Law to Govern. This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this contract shall be venued in the State of Minnesota.

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

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

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

**ROBERT M. OLEN**

**COUNTY OF ST. LOUIS**

BY: \_\_\_\_\_  
Robert M. Olen

BY: \_\_\_\_\_  
Kevin Z. Gray, County Administrator

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

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

BY: \_\_\_\_\_  
Board Chair

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

BY: \_\_\_\_\_  
County Auditor

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

APPROVED AS TO FORM & EXECUTION:

BY: \_\_\_\_\_  
Assistant County Attorney

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

2011- 6744

# BOARD LETTER NO. 12 - 07

FINANCE & BUDGET COMMITTEE CONSENT NO. 6

BOARD AGENDA NO.

**DATE:** January 3, 2012

**RE: Professional Services  
Agreement for Agriculture and  
Environment Education**

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

**RELATED DEPARTMENT GOAL:**

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

**ACTION REQUESTED:**

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

**BACKGROUND:**

On June 21, 2011, two local Extension Educators providing Extension Food, Agriculture and Natural Resources Sciences (EFANS) programs announced their retirements from University Extension employment effective December 30, 2011. County Administration began discussions with the County Extension Committee to convey that the county must carefully consider any and all expenditures of public funds whenever an alternative may exist to filling a vacant position. The retirement announcements by the University employees required this same analysis.

The analysis determined that over \$100,000 could be saved by no longer funding these positions in the 2012 University of Minnesota Extension Service Memorandum of Agreement (MOA). On September 30, 2011 the University received written notification of the county's intent to amend its 2012 MOA to reflect the reduction of funding for the two local Extension Educators providing EFANS programs. The County Board authorized the revised 2012 MOA at its November 22, 2011 meeting (Resolution No. 11-613).

County Administration has been in discussions with the retiring individuals including local agriculture educator, Kendall Dykhuis, with the goal of securing a contractual agreement ensuring his knowledge and expertise continue to be available to county residents and businesses for the near future. An agreement for professional services with Mr. Dykhuis has been negotiated with assistance from the County Attorney's Office

for an annual cost of \$32,000. This compensation includes appropriate reimbursements and assumes that services will not exceed 975 hours annually.

Mr. Dykhuis will provide professional services with respect to the county's agricultural communities, beef producers, and farmer or land owner participants in the current wood ash application program. Specific services will include communication and coordination of the County Extension Office's educational programs related to agriculture production, beef and forage education, demonstration research for mine land reclamation partnerships, performing technical services for the wood ash program, and providing consumer and commercial assistance when appropriate. Revenue, derived from programs and services that are fee based, will offset a portion of the contract cost.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board approve an agreement for professional services between St. Louis County and Kendall Dykhuis for \$32,000, payable from Fund 184, Agency 184001, Object 629900; and Fund 184, Agency 184001, Object 635500.

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

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

WHEREAS, it is recommended that the St. Louis County Board approve the Agreement for Professional Services between St. Louis County and Kendall Dykhuis as contractor to perform agriculture and environment education and technical services for consumer and commercial audiences.

NOW, THEREFORE, BE IT RESOLVED, the St. Louis County Board authorizes the appropriate county officials to sign an Agreement for Professional Services with Kendall Dykhuis, to provide agriculture and environment education for the County Extension Office for one year beginning January 3, 2012 and terminating December 31, 2012 for a total contract price of \$32,000 (a rate of \$30.77 per hour, not to exceed 975 hours, including appropriate reimbursements) allowing for a renewal of up to three years, with compensation review annually, payable from Fund 184, Agency 184001, Object 629900 - \$30,000; and Fund 184, Agency 184001, Object 635500 - \$2,000.

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

This agreement is made and entered into between the **COUNTY OF ST. LOUIS**, a body corporate and politic existing under the laws of the State of Minnesota, acting by and through County Extension Division of Administration, hereinafter referred to as "County," and **KENDALL DYKHUIS**, 12110 Lindquist Road, Hibbing, Minnesota 55746 hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, St. Louis County has undertaken significant responsibility for providing county extension educational programs and services; and

WHEREAS, the Contractor has been integrally involved in providing education, research and expertise in agricultural programs and services and has the special knowledge and skills necessary to manage key agriculture programs and implement the land procurement program for beneficial use of woodash for lime; and

WHEREAS, Contractor is familiar with and able to assist the County with other agricultural initiatives.

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

1. TERM OF SERVICE. The Contractor agrees to perform services for the County during the period commencing January 3, 2012 and terminating December 31, 2012, unless sooner terminated as provided herein. Contract to be renewed annually up to three years upon agreement of the County Administrator and Contractor.

2. SERVICES TO BE PROVIDED. The Contractor agrees to furnish to the County in accordance with the terms of this agreement, professional services as requested by the St. Louis County Extension Division of Administration with respect to the agricultural communities, beef producers and farmer or land owner participants of the woodash program; and other such services. Specific services shall include communication and coordination for County Extension's agriculture educational programs, which may include but not be limited to the coordination and implementation of programs related to agriculture production, beef and forage education, demonstration research for mine land reclamation partnerships, performing trained technician services for woodash program, providing consumer and commercial technical assistance, and generating potential revenue for St. Louis County derived from programs and services that are fee based. Contractor shall prepare an annual work plan and quarterly reports for submission to County Administrator for review and approval.

3. COUNTY RESPONSIBILITY. The County shall provide access to all data in its possession required by Contractor for the execution of the services contained herein. This shall include providing Contractor with access to the County Intranet, Internet and GroupWise, to assist in communications and receipt and distribution of reports and information. The County shall provide clerical assistance when needed for special program notifications, communications, and reports requested by the County.

4. COMPENSATION. The County shall pay the Contractor up to THIRTY TWO THOUSAND DOLLARS (\$32,000.00) for compensation and mileage expenses for the twelve month term of this agreement. This compensation assumes that services will not exceed a limit up to 975 hours per year by Contractor at an hourly rate of THIRTY THOUSAND AND SEVENTY SEVEN/100THS (\$30.77) per hour. Compensation will be reviewed annually for possible adjustment.

5. REIMBURSABLE EXPENSES. The Contractor will be allowed reimbursable expenses for mileage and other costs as specifically related to providing services pursuant to this agreement. Prior approval will be required for lodging, food or airfare expenses. All expenses shall be consistent with current County policies on reimbursement of expenses and required documentation. Reimbursable expenses will be paid from the St. Louis County Extension Division budgets upon approval.

6. PAYMENT. Contractor shall invoice his hours and expenses not less than monthly. County shall pay all invoices within 30 days of receipt and upon approval.

7. TERMINATION. This agreement may be terminated with or without cause by either party upon thirty (30) days' written notice.

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

9. OWNERSHIP OF DOCUMENTS. All materials prepared or developed by Contractor hereunder, including documents, computer data, correspondence, calculations, notes, reports, data, models, and forms specific to St. Louis County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished to the Contractor by the County, be delivered to the County upon request, or in any event, upon the determination of final performance or termination of this agreement.

10. INDEPENDENT CONTRACTOR. That at all times and for all purposes hereunder, Contractor shall be an independent contractor and is not an employee of the County for any purpose. No statement contained in this agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of St. Louis, including but not limited to, workers compensation, health/dental benefits, and indemnification for third-party personal injury/property damage claims. Contractor is not limited by this agreement in providing similar services to other agencies, so long as such services are not in conflict with and do not interfere with services to St. Louis County.

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

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

11. INSURANCE. The following insurance must be maintained for the duration of this contract. A Certificate of Insurance for the Business Automobile Liability Insurance policy must be on file with St. Louis County within 10 days of execution of this contract and prior to commencement of any work under this contract. The certificate must include a 10-day notice of cancellation, non-renewal, or material change to all named and additional insureds.

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

Business Automobile Liability Insurance.

\$500,000 for claims for wrongful death and each claimant for other claims.

\$1,500,000 each occurrence.

Must cover owned, non-owned and hired vehicles.

12. WORKER'S COMPENSATION. Per statutory requirements. Certificate of Compliance must be executed and filed with St. Louis County.

13. INDEMNIFICATION CLAUSE. Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless St. Louis County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part from any act or omission

of Contractor, its subcontractors, and their agents, servants or employees, incident to the performance of the contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

Contractor agrees, that in order to protect itself and the County under the indemnity provisions set forth above, it will at all times during the term of this Contract keep in force the policy of insurance indicated in paragraph entitled "INSURANCE."

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

14. SUBCONTRACTING AND ASSIGNMENT. The Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this agreement, nor assign this agreement without the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary.

15. NON-DISCLOSURE OF INFORMATION OR DATA. Pursuant to Minn. Stat. Ch. 13 (Minnesota Government Data Practices Act), Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by Contractor under this agreement may be released to the public by Contractor or representatives.

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

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

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

18. NOTICES/COMMUNICATIONS. All notices and demands pursuant to this agreement shall be directed in writing to:

**Contractor**

Kendall Dykhuis  
12110 Lindquist Road  
Hibbing, MN 55746  
218-403-0296

**County Administrator**

Kevin Z. Gray  
100 N. 5<sup>th</sup> Ave. West  
Duluth, MN 55802  
218-726-2448

19. OTHER CONDITIONS.

- A. Compliance with Laws/Standards. Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this contract or the facilities, programs and staff for which Contractor is responsible.
  
- B. Minnesota Law to Govern. This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this contract shall be venued in the State of Minnesota.

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

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

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

**KENDALL J. DYKHUIS**

**COUNTY OF ST. LOUIS**

BY: \_\_\_\_\_  
Kendall Dykhuis

BY: \_\_\_\_\_  
Kevin Z. Gray, County Administrator

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

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

BY: \_\_\_\_\_  
Board Chair

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

BY: \_\_\_\_\_  
County Auditor

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

APPROVED AS TO FORM & EXECUTION:

BY: \_\_\_\_\_  
Assistant County Attorney

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

# BOARD LETTER NO. 12 - 08

## CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 1

BOARD AGENDA NO.

**DATE:** January 3, 2012                      **RE:** Appointment to the St. Louis  
County Board of Adjustment

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

**Barbara Hayden, Director  
Planning and Community Development**

### **RELATED DEPARTMENT GOAL:**

Administer county ordinances and state regulations pertaining to land use in the most effective and efficient manner.

### **ACTION REQUESTED:**

The St. Louis County Board is requested to appoint one new member to the St. Louis County Board of Adjustment.

### **BACKGROUND:**

County Board Resolution No. 11-539, dated October 11, 2011, authorized the advertisement of one vacancy on the St. Louis County Board of Adjustment. County Board Memo No. 11-55, dated December 6, 2011, provided commissioners with copies of the two applications received. The applicants are:

Steve G. Kucera	Town of Meadowlands
Joseph (Dale) Long	City of Orr

### **RECOMMENDATION**

It is recommended that the St. Louis County Board appoint one new member to the St. Louis County Board of Adjustment from the applications received.

**Appointment to the St. Louis County Board of Adjustment**

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

RESOLVED, the St. Louis County Board appoints \_\_\_\_\_  
to the St. Louis County Board of Adjustment for a partial term expiring December 31,  
2012.

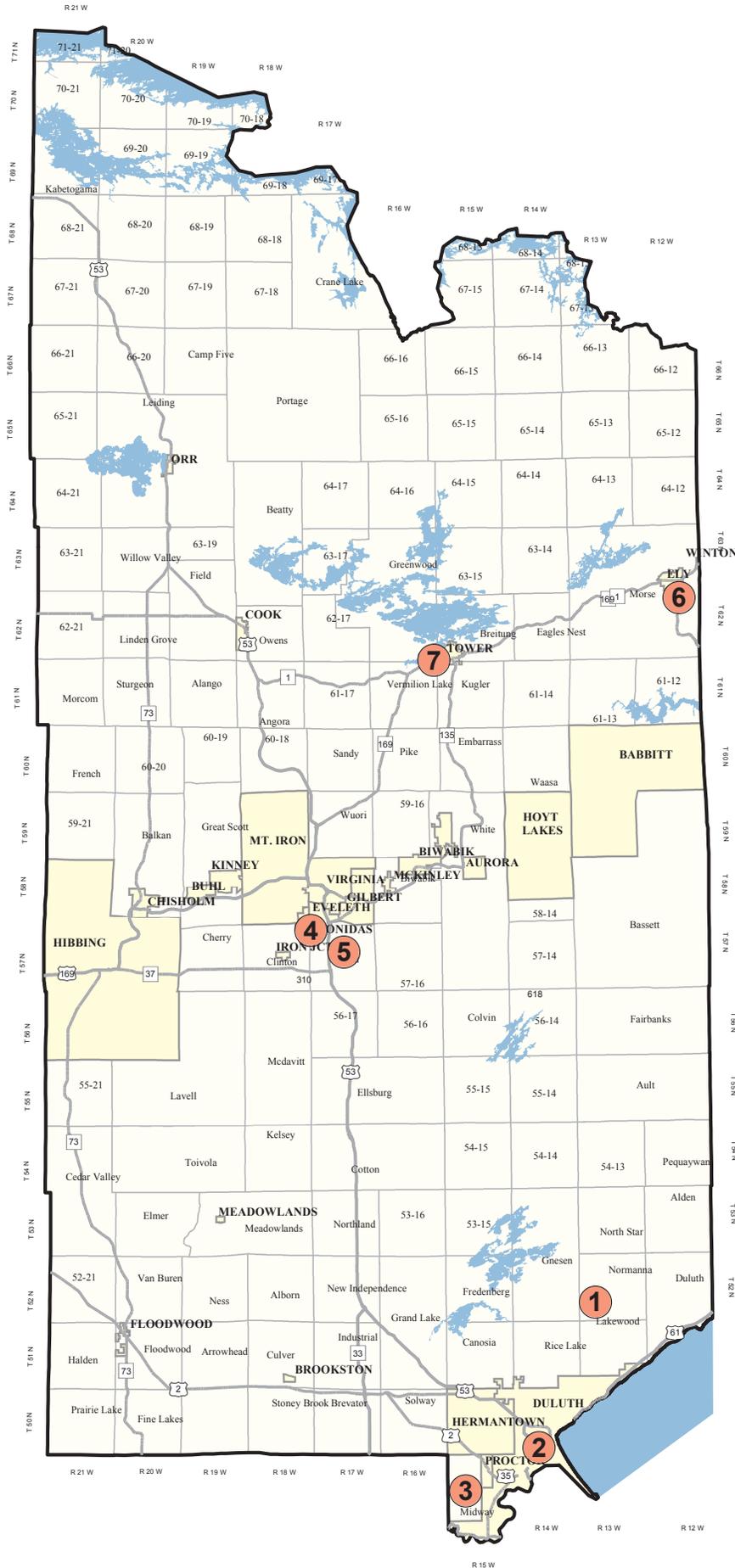
# Board of Adjustment Members

## St. Louis County



### County Board of Adjustment Members

- 1- Kurt Johnson  
Town of Normanna
- 2 - Steven Filipovich  
City of Duluth
- 3- David Peterson  
Town of Midway
- 4- Diana Werschay  
Town of Clinton
- 5- William Thomas Coombe  
Town of Fayal
- (Vacant)** 6- Kelly Klun  
Town of Morse
- 7 - David G. Pollock  
Town of Breitung



Contact: **Planning and Community Development Department**  
 117 Northland Office Center  
 307 S. First St.  
 Virginia, MN 55792  
 (218) 749-7103  
 Email: [planninginfo@stlouiscountymn.gov](mailto:planninginfo@stlouiscountymn.gov)  
 Web: [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov)

Map Created: 2011-10-04

**Disclaimer**  
 This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein contained.



# Board of Adjustment Applicants

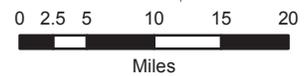
## St. Louis County



### County Board of Adjustment Applicants

1- Steve G Kucera  
9857 Davidson Road  
Meadowlands, MN 55765

2- Joseph (Dale) Long  
10565 King Road  
Orr, MN 55771



Prepared By: **Planning Department**  
Planning, Research, & GIS Division  
(218) 725-5000  
[www.co.st-louis.mn.us](http://www.co.st-louis.mn.us)

Team Credits: Planning, Land, Public Works, 911

Source: St. Louis County, DNR

Map Created: 12/19/2011

#### Disclaimer

This is a compilation of records as they appear in the Saint Louis County Offices affecting the area shown. This drawing is to be used only for reference purposes and the County is not responsible for any inaccuracies herein contained.





Revised 1-2006  
APP-CACCB

# Application

Citizen Advisory Committee, Commission, or Board  
St. Louis County



**Return Application to:**  
Clerk of the County Board  
100 N. 5th Avenue West, #214  
Duluth, MN 55802-1293

**Note:** Please mail or deliver your completed application to the Clerk of the Board at the adjacent address. Your application will be on file for approximately one year.

Application For: Board of Adjustment  
Please list the committee, commission, or board for which you are applying

Applicant Name: Kucera Stephen G.  Mr.  Mrs.  Ms.  
Last Name First Name Middle Initial

Home Address: 9857 Davidson Rd.  
Street  
Meadowlands Mn. 55765  
City State Zip

Telephone/Fax/ E-Mail: 218-427-2228 218-348-0392 stevekucera@frontiernet.net  
Home Work Fax E-mail Address

1. How long have you lived in St. Louis County? 49 years

2. List other community groups, boards, committees, or commissions for which you are, or have been a member?

Meadowlands Township Supervisor, Meadowlands Co-op Board, Meadowlands and Floodwood Drug Task Force, St. Louis Co. Ditch Committee, Local Board of Appeals

3. What interests you about becoming a member of the committee, commission or board for which you are applying?

I have been with the Meadowlands Township as a supervisor for many years and enjoy being a part of the decision making process in our local government. I am a land owner and believe I could make unbiased decisions in relation to matters in front of the board.

4. Please describe your education, employment, areas of interest, and expertise.

My education would have to begin with being raised on a dairy farm and being taught to care for the land. I am a high school graduate ( Toivola-Meadowlands ) with degrees in diesel mechanics and automatic transmissions. I have worn many hats from equipment superintendent to mechanic to welder to equipment operator and farmer. I am hard working and diligent, I can run a meeting or just participate without creating confrontation to work towards a fair solution

5. Please provide additional information you believe is important in considering your application?

I currently own a tree farm and having worked with many representatives from the Ag extension, NRCS, and NRRF offices I think I understand a wide variety of issues that enter into the boards decision making process. Being on the Local Board of Appeals with the training required is one more reason I believe I'm a good fit for this position.

6. Please list two references including name, address, and telephone number.

Keith Nelson, 7251 East Town Line Rd., Eveleth, Mn. 55734 218-994-2128

Joseph Racek, 9903 Racek Rd., Meadowlands, Mn. 55765 218-427-2450

I have sufficient time to devote to this responsibility and will attend the required meetings if appointed.

Signature: Steve Zucera

Date: 11/28/11

**THANK YOU!**

**Office Use Only**

Date Received

Appointment Date

Date Entered

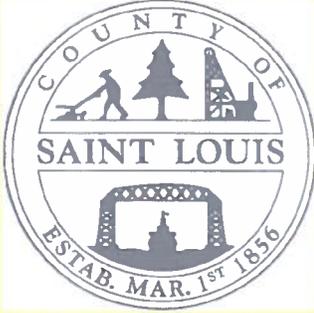
Term End Date

Commissioner District

Retention Date

Appointed:  Yes  No

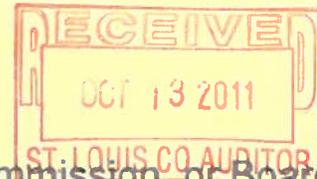
Committee/Board/Commission:



Revised 1-2006  
APP-CACCB

# Application

Citizen Advisory Committee, Commission, or Board  
St. Louis County



**Return Application to:**  
Clerk of the County Board  
100 N. 5th Avenue West, #214  
Duluth, MN 55802-1293

**Note:** Please mail or deliver your completed application to the Clerk of the Board at the adjacent address. Your application will be on file for approximately one year.

Application For: **Board of Adjustments**

Please list the committee, commission, or board for which you are applying

Applicant Name: **Long Joseph (Dale)**  Mr.  Mrs.  Ms.

Last Name First Name Middle Initial

Home Address: **10565 King Road**

Street

**Orr MN 55771**

City State Zip

Telephone/Fax/ E-Mail: **218-757-3634 218-290-5991 jlong004@centurytel.net**

Home Work Fax E-mail Address

1. How long have you lived in St. Louis County? **55 years**

2. List other community groups, boards, committees, or commissions for which you are, or have been a member?

- City council, City of Orr
- Mayor, City of Orr
- Water and sewer committee, City of Orr
- Airport committee, City of Orr
- Municipal Liquor committee, City of Orr
- Economic Development Authority chair, City of Orr
- Economic Development Committee
- Iron Range Building and Trades

3. What interests you about becoming a member of the committee, commission or board for which you are applying?

A chance to better understand county process and Saint Louis County government.  
An opportunity to work with others from the surrounding area.

4. Please describe your education, employment, areas of interest, and expertise.

Graduate Orr High School. Bemidji Technical College. Some College courses, Fifty five years of living.  
Employment, City government, Business Representative and Organizer with the International Union of Operating Engineers Local 49, Equipment Service Manager, Foreman on a Rock Crusher and Wash Plant etc.  
Government business, construction, recreation

5. Please provide additional information you believe is important in considering your application?

Willing to listen and learn.  
Understanding that there is two sides to every issue.  
Experience in dealing with issues.  
Positive attitude.  
Knowledge of the area.

6. Please list two references including name, address, and telephone number.

Brent C. Pykkonen 89 Stark Road, Esko, MN 55733 #218-340-3224

Robert J. Chastan 36642 Wabana Road, Grand Rapids, MN 55744 #218-368-4285

I have sufficient time to devote to this responsibility and will attend the required meetings if appointed.

Signature:

Joseph "Dale" Long

Date

10-10-11

THANK YOU!

Office Use Only

Date Received

Appointment Date

Date Entered

Term End Date

Commissioner District

Retention Date

Appointed:  Yes  No

Committee/Board/Commission: