

AGENDA

REGULAR MEETING OF THE BOARD OF COMMISSIONERS OF ST. LOUIS COUNTY, MINNESOTA



Tuesday, August 6, 2013, 9:30 A.M.

**County Board Room, Second Floor
St. Louis County Courthouse
100 N. 5th Avenue West
Duluth, Minnesota**

**CHRIS DAHLBERG, Chair
Third District**

**FRANK JEWELL
First District**

**VACANT
Second District**

**MIKE FORSMAN, Vice Chair
Fourth District**

**PETE STAUBER
Fifth District**

**KEITH NELSON
Sixth District**

**STEVE RAUKAR
Seventh District**

County Auditor
Donald Dicklich

County Administrator
Kevin Gray

County Attorney
Mark Rubin

Clerk of the Board
Phil Chapman

The St. Louis County Board of Commissioners welcomes you to this meeting. This agenda contains a brief description of each item to be considered. The Board encourages your participation. If you wish to speak on an item contained in the agenda, you will be allowed to address the Board when a motion is on the floor. If you wish to speak on a matter that does not appear on the agenda, you may do so during the public comment period at the beginning of the meeting. Except as otherwise provided by the Standing Rules of the County Board, no action shall be taken on any item not appearing in the agenda.

When addressing the Board, please sign in at the podium and state your name and address for the record. Please address the Board as a whole through the Chair. Comments to individual Commissioners or staff are not permitted. The St. Louis County Board promotes adherence to civility in conducting the business of the County. Civility will provide increased opportunities for civil discourse in order to find positive resolutions to the issue before the Board. Tools of civility include: pay attention, listen, be inclusive, do not gossip, show respect, be agreeable, apologize, give constructive criticism and take responsibility [County Board Resolution No. 560, adopted on September 9, 2003]. Speakers will be limited to five (5) minutes.

****In compliance with the Americans with Disabilities Act, those requiring accommodation for this meeting should notify Property Management 72 hours prior to the meeting at (218)725-5085.****

All supporting documentation is available for public review in the County Auditor's Office, 100 North 5th Avenue West - Room No. 214, St. Louis County Courthouse, Duluth, MN, during regular business hours 8:00 A.M. - 4:30 P.M., Monday through Friday. Agenda is also available on our website at <http://www.stlouiscountymn.gov/GOVERNMENT/BoardofCommissioners.aspx>

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9:30 A.M. Moment of Silence
Pledge of Allegiance
Roll Call

*“St. Louis County History: People & Places” – Chair Dahlberg,
Third District*

AT THIS TIME CITIZENS WILL BE ALLOWED TO ADDRESS THE BOARD ON ITEMS NOT ON THE AGENDA. [Speakers will be limited to 5 minutes each.]

FOR ITEMS LISTED ON THE BOARD AGENDA OR COMMITTEE OF THE WHOLE AGENDA, CITIZENS WILL BE ALLOWED TO ADDRESS THE BOARD AT THE TIME A MOTION IS ON THE FLOOR.

9:35 A.M. Public hearing, pursuant to Resolution No. 13-425 adopted July 9, 2013, to receive citizen comments on proposed amendments to Ordinance No. 60, Subdivision Regulations. **{13-321}**

9:40 A.M. Public hearing, pursuant to Resolution No. 13-424 adopted July 9, 2013, to receive citizen comments on proposed amendments to Ordinance 46, Zoning Maps. **{13-322}**

9:45 A.M. Pursuant to Resolution No. 13-264, adopted May 7, 2013, the St. Louis County Board is requested to consider bids received for the sale of surplus fee owned land and authorize the sale of the land to the party submitting the highest bid. **{13-323}**

CONSENT AGENDA

Approval of business submitted on the consent agenda.

REGULAR AGENDA

Health & Human Services Committee – Commissioner Stauber, Chair

1. Appointments to the Heading Home St. Louis County Leadership Council. **{13-310R}**
[Without recommendation.]

Environment & Natural Resources Committee – Commissioner Nelson, Chair

2. Approve the Minnesota Department of Natural Resources acquisition of private lands to be designated by the State of Minnesota as an addition to the Burntside Islands Scientific and Natural Area. **{13-311}** **[Without recommendation.]**

Finance & Budget Committee – Commissioner Raukar, Chair

TIME SPECIFIC:

10:30 A.M. 2013-2017 Capital Improvement Plan and issuance of Capital Improvement Bonds.

- i. Resolution of the Board of County Commissioners of St. Louis County, Minnesota Providing for the Issuance, Sale and Delivery of \$21,355,000 General Obligation Capital Improvement Bonds, Series 2013A; Establishing the Terms and Form Thereof; Creating a Debt Service Fund Therefor; and Awarding the Sale Thereof;
 - ii. Resolution of the Board of County Commissioners of St. Louis County, Minnesota Providing for the Issuance, Sale and Delivery of \$5,065,000 General Obligation Capital Equipment Notes, Series 2013B; Establishing the Terms and Form Thereof; Creating a Debt Service Fund Therefor; and Awarding the Sale Thereof;
 - iii. Resolution of the Board of County Commissioners of St. Louis County, Minnesota Providing for the Issuance, Sale and Delivery of \$9,565,000 General Obligation Capital Improvement Refunding Bonds, Series 2013C; Establishing the Terms and Form Thereof; Creating a Debt Service Fund Therefor; and Awarding the Sale Thereof; and
 - iv. Resolution of the Board of County Commissioners of St. Louis County, Minnesota Providing for the Issuance, Sale and Delivery of \$5,920,000 General Obligation Capital Improvement Refunding Bonds, Series 2013D; Establishing the Terms and Form Thereof; Creating a Debt Service Fund Therefor; and Awarding the Sale Thereof.
3. Contract authorized with Perkins & Will of Minneapolis, MN, in the amount of \$585,375 for Phase III of the Government Services Center (GSC) Duluth infrastructure replacement and remodeling project: construction administration, close out, and commissioning services. **{13-314} [Without recommendation.]**
 4. Contract authorized with Johnson Wilson Constructors, Duluth, MN, for Construction Management At-Risk services for the GSC Duluth infrastructure replacement and general remodeling project. **{13-315} [Without recommendation.]**
 5. Sponsorship of the 2014 Capital Appropriation request of \$10,000,000 for the Arrowhead Economic Opportunity Agency and Range Mental Health Center new office facility, and designate this as the Board's second priority State bonding project for 2014. **{13-316} [Without recommendation.]**

ADJOURNED:

Following are the significant amendments to Ordinance 60, Subdivision Regulations:

- Adds definitions for parent parcel and performance standard subdivision.
- Adds a new mechanism for performance standard subdivision that allows for subdivision of parcels of land that meet performance standard criteria with administrative approval. This revision is intended to streamline the process for landowners who only want to create up to three lots.
- Provides further clarification on some portions of the ordinance where there was confusion.

The Planning Commission initiated the proposed amendments on April 11, 2013. The proposed amendments were posted on the county website and notice was provided to cities, towns, surveyors, real estate attorneys and realtors. The Planning Commission held a public hearing on June 13, 2013, to consider public input regarding the proposed ordinance amendments. Following the hearing, the Planning Commission voted unanimously to adopt the amendments and to send them to the County Board with a recommendation for adoption. The minutes from the April 11, 2013 and June 13, 2013 St. Louis County Planning Commission meetings are attached. Also attached is a red-line copy of the ordinance which highlights amendments. A final version of the ordinance will be recorded if approved by the County Board.

RECOMMENDATION:

It is recommended that the County Board adopt the proposed amendments to the St. Louis County Ordinance 60, Subdivision Regulation. It is further recommended that the effectuation date for this action be August 13, 2013.

**Adopt Proposed Amendments to St. Louis County Ordinance 60,
Subdivision Regulations**

BY COMMISSIONER _____

WHEREAS, The St. Louis County Planning Commission, on April 11, 2013, initiated proposed St. Louis County Ordinance 60, Subdivision Regulations amendments; and

WHEREAS, The Planning Commission held a public hearing regarding proposed amendments to St. Louis County Ordinance 60 on June 13, 2013; and

WHEREAS, The Planning Commission voted to recommend that the St. Louis County Board of Commissioners adopt the proposed ordinance amendments; and

WHEREAS, The St. Louis County Board held a public hearing on August 6, 2013 to consider the proposed amendments;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board of Commissioners adopts St. Louis County Ordinance 60, Subdivision Regulations amendments;

RESOLVED FURTHER, That the effective date for these actions will be August 13, 2013.

MINUTES OF A PUBLIC HEARING CONDUCTED BY THE ST. LOUIS COUNTY PLANNING COMMISSION THURSDAY, APRIL 11, 2013, NORTHLAND OFFICE BUILDING, THIRD FLOOR CONFERENCE ROOM

9:30 A.M. – 10:55 A.M.

Planning Commission members in attendance: Tom Coombe
Kurt Johnson
Sonya Pineo
Roger Skraba
Ray Svatos

Planning Commission members absent: Chris Dahlberg
Steve Kucera
Darlene Saumer
Diana Werschay

Decision/Minutes for the following public hearing matters are attached:

NEW BUSINESS:

St. Louis County Planning Commission, Ordinance 46, zoning map amendment. NW 1/4 of NW 1/4 of S14 and NE 1/4 of NE 1/4, S15, T53N, R16W (Unorganized).

OTHER BUSINESS:

Motion by Coombe/Svatos to approve the minutes of the March 14, 2013, meeting.

In Favor: Coombe, Johnson, Pineo, Skraba, Svatos – 5

Opposed: None – 0

Motion carried 5-0

Second generation zoning maps were mailed to each township for review on March 25, 2013. Of the 67 townships notified about the maps, four have contacted the Department regarding changes. The changes made to the maps are not associated with zoning changes, but more to correct typos and other edits to make the maps more user-friendly. The plan is to set the zoning maps out for public review and return to the Planning Commission in June 2013 to approve the maps.

Motion by Johnson/Svatos to set the second generation zoning maps for a 60 day public review and comment.

In Favor: Coombe, Johnson, Pineo, Skraba, Svatos – 5

Opposed: None – 0

Motion carried 5-0

The Planning Commission was asked to address their questions and concerns regarding the Ordinance 60 amendment. *Jenny Bourbonais*, St. Louis County Planner, discussed the next steps for the amendment. There would be a public review and comments for 60 days, from April until

June, with a possible public hearing before the Planning Commission in June and a County Board hearing in July.

Motion by Svatos/Johnson to move the Ordinance 60 amendment forward for 60 day public review and comment.

In Favor: Coombe, Johnson, Pineo, Skraba, Svatos – 5

Opposed: None – 0

Motion carried 5-0

Mary Anderson, Land Use Manager, updated the Planning Commission on current St. Louis County Planning and Community Development projects. One project is cleaning up current systems, including the combination of county data into one system. The second project is to combine the Planning Commission and Board of Adjustment committees into one group but still keep both processes separate, with a revision to the bylaws. It would be up to the County Board to approve the new format and approve ordinance changes accordingly.

The only hearing item was a zoning map amendment. NW 1/4 of NW 1/4 of S14 and NE 1/4 of NE 1/4, S15, T53N, R16W (Unorganized). *Tyler Lampella*, St. Louis County Planner, presented the staff report as follows:

1. The proposal is to rezone two 40 acre parcels from Forest and Agricultural Management (FAM)-1 to FAM-3. This was initiated by the Planning Commission at the January 10, 2013, hearing.
2. Staff has spoken with the neighboring landowner who owns the 40 acre parcel regarding the zoning change and they were not opposed to the proposal.
3. The concept map for the township shows the FAM-3 zoning extends to the two 40 acre parcels in question that are currently zoned FAM-1.
4. Northern Lights Surveying has spoken with staff and stated they will be going out to the property in question in order to reconfigure the lots.

STAFF CONCLUSIONS:

1. The proposed zoning shall be consistent with the comprehensive or land use plan adopted for the County. The procedure for amendments to the land use plan is discussed in Ordinance 27, Article III. The intended demarcation between the FAM-3 and FAM-1 zone districts is not clear based on the concept maps provided in the land use plan.
2. The proposed zoning shall not be spot zoning, which is zoning out of harmony with surrounding lots or parcels and the comprehensive or land use plan and without benefit to the community. The proposed zoning change is in harmony with abutting lots as it is an extension of the FAM-3 zone district.
3. There shall exist a clear public need for and benefit from additional zoning of the type proposed, which shall be above and beyond any benefit or convenience to the landowner. The public benefits by refinements to the zoning map whenever it clarifies an ambiguity, which is the intent of the current proposal.
4. Beyond a public need being evident, there shall be a showing that the public interest would be best served by rezoning the property in question rather than other property in

the community. The concept map in the land use plan is ambiguous as to the exact placement of the line between the FAM-3 and FAM-1 zone districts. This zoning map amendment is being done, at least in part, based on the fact that the subject area is served by a public road as are the properties to the north along the same road. It is not known that similar situations exist elsewhere in the community.

Tyler Lampella noted that there were no items of correspondence.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission forward the proposal to the County Board with the recommendation to approve the rezoning.

The *Planning Commission* discussed how the property was sold in the first place considering the buyer does not own buildings on the property they purchased.

DECISION

Motion by Pineo/Svatos to forward the proposal to the County Board with the recommendation to approve the rezoning.

In Favor: Coombe, Johnson, Pineo, Skraba, Svatos – 5

Opposed: None – 0

Motion carried 5-0

Motion to adjourn by Pineo. Meeting adjourned at 10:55 a.m.

MINUTES OF A PUBLIC HEARING CONDUCTED BY THE ST. LOUIS COUNTY PLANNING COMMISSION THURSDAY, JUNE 13, 2013, NORTHLAND OFFICE BUILDING, THIRD FLOOR CONFERENCE ROOM

9:30 A.M. – 11:35 A.M.

Planning Commission members in attendance: Tom Coombe
Kurt Johnson
Steve Kucera
Sonya Merhar
Diana Werschay

Planning Commission members absent: Chris Dahlberg
Ray Svatos
Roger Skraba

Decision/Minutes for the following public hearing matters are attached:

NEW BUSINESS:

- A. Headquarters RV Park, a conditional use permit for a commercial recreational vehicle (RV) park and mini storage business. Tract A, B, and C, RLS 95, S1, T66N, R17W (Portage).
- B. Derek Hawkinson, Hawkinson Construction Inc., a conditional use permit for a general purpose borrow pit. Lot 7 ex 7 ac for hwy and ex ry rt of w 4 acres & ex N of ry rt of way & part of SE 1/4 of SE 1/4 lying SEly of a line beginning 100 ft west of NE corner to a point on south line of said forty 200 ft east of SE corner & that part of Lot 8 lying S of ry rt of w ex 4 50/100ac for hwy, S27, T51N, R20W (Floodwood).
- C. St. Louis County Planning Commission, zoning maps update, a public hearing to consider comments on the amendment.
- D. Subdivision Ordinance 60 Amendment, a public hearing to consider comments on the proposed draft amendment.

OTHER BUSINESS:

Motion by Johnson/Werschay to approve the minutes of the May 9, 2013, meeting.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

The first hearing item was for Headquarters RV Park, a conditional use permit for a commercial RV park and commercial mini storage. Tract A, B and C, RLS 95, S1, T66N, R17W (Portage).

Jenny Bourbonais, St. Louis County Planner, presented the staff report on behalf of *Mark Lindhorst* as follows:

1. The proposal is for a commercial RV park with up to 40 camp sites. The proposal is also for a commercial mini storage.

2. There will be multiple utility buildings on the property, such as public shower/toilets, sauna and laundry building.
3. The property is located two miles south of the Crane Lake development area.
4. The property has good access to a major collector road.
5. The ministorage will be located on the southern part of the property.
6. The property has good screening which will minimize impact to the surrounding areas.

STAFF CONCLUSIONS:

1. The use conforms to the land use plan. The plan allows for an extension of waterfront commercial business to be allowed beyond the water front zone district. The proposal is approximately two miles south of Crane Lake and is consistent with that type of use.
2. The use is compatible with the existing neighborhood. The property adjoins public land to the east and several seasonal residences are located across the road and south of the property. The proposed site is located at the intersection of CSAH 24 and Nelson Road, which is within two miles of Crane Lake.
3. The use will not impede the normal and orderly development to the surrounding area. There are three seasonal residential properties located within one quarter mile of the proposal. The site has excellent screening, minimizing impacts to the surrounding area.
4. The location and character of the proposal is consistent with a desirable pattern of development. The proposal is within two miles of Crane Lake, which is a heavily developed lakeshore commercial area. This proposal will provide additional recreational vehicle sites away from the lake.

Jenny Bourbonais noted that there were two items of correspondence from John and Kathy Knox with noise concerns about the proposal and Theodore and Terri Smith opposed to the proposal.

STAFF RECOMMENDATION:

Staff recommends approval of a commercial campground and mini storage business. The following conditions shall apply:

Conditions precedent:

1. The applicant shall obtain approval for access from the appropriate road authority.

Conditions concurrent:

1. Lighting shall be directed downward in accordance with dark sky standards.
2. The applicant shall comply with all county, state and federal regulations.
3. Signs shall be in accordance with St. Louis County Zoning Ordinance 46.
4. The applicant shall comply with the Minnesota Accessibility Code.
5. St. Louis County on-site sewage treatment regulations shall be followed.
6. Lot coverage shall not exceed 25 percent.
7. Maintain vegetative screening along the road.

Brad Sokoloski, the applicant, stated the intent was to make a private campground with good tree coverage for increased privacy. He has no intention of adding all 40 sites. It was determined that 40 sites are what the septic would allow. He intends to add enough sites to the loop in order to keep privacy. The first phase is to add a ten-unit septic system and see how that goes before adding more. This would include his personal RV site as well as sites set aside for family. As far

as the noise concerns, every unit will be kept away from the road. There is a hill on the property and the sites would be located behind the hill, which would limit noise. The campground will also be seasonal from May through October. The whole area is based on and is dependent upon tourism.

One member of the audience spoke in opposition.

Tim Johnston, 7544 Gold Coast Road, stated that he is not in the tourism business and lives on his property year-round. His property is located across the road from the proposed site. They chose their spot for the peace and quiet. His concern is about the noise level as he can currently hear the neighbors with the windows open. He also believes that the campground will have a negative effect on his property value.

The *Planning Commission* discussed the following:

- A. Inquired about the Minnesota Accessibility Code. *Jenny Bourbonais* stated there are state regulations and requirements for both the campground and mini storage.
- B. Inquired about lot coverage. *Jenny Bourbonais* stated that the 25 percent lot coverage allowed would include all buildings and impervious surfaces.
- C. Inquired if there are stipulations for mandatory quiet time by the state or county. *Mary Anderson* stated that there are none, but the Planning Commission could make this a condition.
- D. Stated there are campgrounds that exist where there is quiet time established and it does work.
- E. A condition that the conditional use permit is up for review after three years if there are any problems. *Mary Anderson* stated that if the applicant does not meet the conditions of the permit, they will be given the chance to fix the problem and could be brought before the Commission after that if the applicant still does not meet the conditions of approval.
- F. The definition of quiet time. *Diana Werschay*, Commission member, stated this is more an issue of common sense and would be the responsibility of the applicant to define quiet time.

DECISION

Motion by Coombe/Johnson to approve a conditional use permit for a commercial campground and mini storage business based on staff recommendations and conclusions. The following conditions shall apply:

Conditions precedent:

1. The applicant shall obtain approval for access from the appropriate road authority.

Conditions concurrent:

1. Lighting shall be directed downward in accordance with dark sky standards.
2. The applicant shall comply with all county, state and federal regulations.
3. Signs shall be in accordance with St. Louis County Zoning Ordinance 46.
4. The applicant shall comply with the Minnesota Accessibility Code.
5. St. Louis County on-site sewage treatment regulations shall be followed.
6. Lot coverage shall not exceed 25 percent.
7. Maintain vegetative screening along the road.

8. Quiet time shall be at 10 p.m. in the campground.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

The second hearing item was for Hawkinson Construction Inc., a conditional use permit for a general purpose borrow pit. Lot 7 ex 7 ac for hwy and ex ry rt of w 4 acres & ex N of ry rt of way & part of SE 1/4 of SE 1/4 lying SEly of a line beginning 100 ft west of NE corner to a point on south line of said forty 200 ft east of SE corner & that part of Lot 8 lying S of ry rt of w ex 4 50/100ac for hwy, S27, T51N, R20W (Floodwood). *Jenny Bourbonais*, St. Louis County Planner, presented the staff report on behalf of *Mark Lindhorst* as follows:

1. The proposal is for a general purpose borrow pit to include crushing, washing, portable hot mix, and recycling of asphalt and concrete.
2. There will be 40,000 cubic yards of excavation per year.
3. There will be a maximum of 250 trucks per day.
4. The site has been approved for two public works pits.
5. There is shared road access with the Minnesota Department of Transportation (MNDOT) borrow pit.
6. The St. Louis River is located across the road, approximately 550 feet away.

STAFF CONCLUSIONS:

1. The use conforms to the land use plan. The plan states that an extractive use site and restoration plan must be approved by the county and followed over the course of the operation. The plan must address dust, noise, and pollutant discharge. The location of the pit shall meet the required structure setback for the identified river class. The proposal includes a reclamation plan and is located approximately 550 feet from the river. State Highway 2 and a railroad are located between the proposed pit and the St. Louis River. The required structure setback for the river is 200 feet.
2. The use is compatible with the existing neighborhood. The Minnesota Department of Transportation operates a borrow pit adjacent to the proposal. They also share the access off of State Highway 2. The property received a public works borrow pit permit in 2008 and a current permit in 2013.
3. The use will not impede the normal and orderly development or improvement to the surrounding area. This site has historically seen borrow pit activity with the current state pit and both past and present public works permits. The property is accessed off of a paved road, limiting dust impacts to the surrounding area.
4. The location and character of the proposal is consistent with a desirable pattern of development. There is limited residential development near the proposal. The historic use as a borrow pit will continue.

Jenny Bourbonais noted no items of correspondence.

STAFF RECOMMENDATION:

Staff recommends approval of a general purpose borrow pit including portable hot mix and recycling of asphalt and concrete. The following conditions shall apply:

Conditions precedent:

1. The applicant shall obtain approval for access from the appropriate road authority.
2. Financial assurance for reclamation shall be required that equals \$10,000 plus \$2,000 per acre of disturbed area.

Conditions concurrent:

3. All minimum standards of the county borrow pit section of the zoning ordinance be followed by the applicant and all those utilizing the borrow pit. The operator and users of the pit shall sign an affidavit acknowledging that they have read the conditions of this permit and the minimum standards of the zoning ordinance.

Derek Hawkinson, the applicant, stated that there is currently a public works permit on the property. If they get approval for a conditional use permit and follow conditions, they do not need to get a public works permit every two years. Currently, they need to clear stockpiles when their public works permit expires. This would not be the case, if approved for a general purpose pit.

The *Planning Commission* discussed the following:

- A. Inquired about the public works pit. *Jenny Bourbonais* stated that the public works permit was approved for two public works projects on the pit.
- B. Inquired about the process of recycling. *Derek Hawkinson* stated that concrete is crushed and iron is removed and sold for scrap. They also recycle one hundred percent of asphalt.

No audience members spoke regarding this proposal.

DECISION

Motion by Kucera/Werschay to approve a conditional use permit for a general purpose borrow pit including portable hot mix and recycling of asphalt and concrete based on staff recommendations and conclusions. The following conditions shall apply:

Conditions precedent:

1. The applicant shall obtain approval for access from the appropriate road authority.
2. Financial assurance for reclamation shall be required that equals \$10,000 plus \$2,000 per acre of disturbed area.

Conditions concurrent:

3. All minimum standards of the county borrow pit section of the zoning ordinance be followed by the applicant and all those utilizing the borrow pit. The operator and users of the pit shall sign an affidavit acknowledging that they have read the conditions of this permit and the minimum standards of the zoning ordinance.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

The third hearing item was for the zoning maps amendment, a public hearing to consider comments on the amendment. *Jenny Bourbonais* reviewed the staff report as follows:

1. Most zoning maps in the county were last updated in 1995 through 1996. The exceptions are re-zonings that went through public hearing or comprehensive plan changes like the Vermilion Plan.
2. Since the maps were updated, county data has become more complete and accurate with the Cadastral (Parcel) Project completed in March 2011, including public land survey lines, location of municipal boundaries and the location of parcels. Other accurate data was also collected, including the location and classification of roads, railroads, and the location and DNR classification of lakes and streams.
3. The changes made to the maps are not associated with zoning changes or rezoning, but are adjustments to coincidental lines.
4. The changes to the maps are intended to make the maps more user-friendly.
5. With the advanced data, the process began with each planner reviewing a certain number of maps and providing comments and edits. Managers reviewed the full set of maps and provided additional comments and edits.
6. The changes and edits were put into two categories. One category was for items that could be fixed now, such as road realignments and stream buffers. The second category was for items that could be discussed later in a more comprehensive planning effort.
7. Notices were sent to all township supervisors on March 25, 2013 asking for review and comments on the changes and edits.
8. The Planning Commission had a second generation zoning map workshop on May 9, 2013, explaining the changes as well as providing a panel available for answering questions.
9. A second notice was sent on May 30, 2013 asking for additional comments as well as providing the time for the public hearing.

Jenny Bourbonais noted two additional items of correspondence received from Len Cersine in the Town of Morse and the Town of Wuori. Comments had been previously received from the Towns of Breitung, Cotton, Field, Morcom, Ness, and Waasa.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission accept the zoning map changes and updates and forward on to the St. Louis County Board for approval.

The *Planning Commission* discussed the new road classifications. Their concern is that the new classification is too difficult. *Jenny Bourbonais* stated that staff has the ability to look up and determine the exact classification of any road if anyone has a question about roads.

DECISION:

Motion by Coombe/Werschay to accept the zoning map changes and updates and to forward to the St. Louis County Board with the recommendation for approval.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

The fourth hearing item was the Subdivision Ordinance 60 amendment, a public hearing to consider comments on the proposed draft amendment. *Jenny Bourbonais* reviewed the staff report as follows:

1. Staff is reviewing Ordinance 60 and found need for a mechanism for small subdivision projects that are not required to meet all standards of MN Statute 505.
2. Beside staff's suggested amendments, the latest suggested changes have come from St. Louis County Attorney Tom Stanley.
3. The changes include some edits, slight revisions, cleaning up language and fixing typos and grammar.
4. The Planning Commission formed a subcommittee and met four times in order to discuss the changes with staff. On April 11, the full Planning Commission met to review proposed Ordinance 60 amendment language.
5. Notices were sent to all St. Louis County townships and cities on April 16, 2013, along with realtors, attorneys and surveyors for a public comment period. Notices were sent to the same parties for public review on May 30, 2013.
6. During the public review period, additional staff changes were made as a response to public comment. Additional changes have been made after comments were received from St. Louis County Attorney Tom Stanley.
7. An additional change to add in an administrative process for performance standard subdivisions will be added to Article X before Ordinance 60 is forwarded to the St. Louis County Board.

Jenny Bourbonais noted two items of correspondence from Tom O'Malley, St. Louis County Surveyor, and Steven Lotz, whose comments were addressed in the amendment.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission accept the proposed Subdivision Ordinance 60 amendments and forward to the St. Louis County Board for adoption.

The *Planning Commission* discussed the following:

- A. Inquired about the 4.5 acre minimum for a performance standard subdivision. *Jenny Bourbonais* stated that the number is based on zoning and previous subdivision ordinances. This is a size that was previously allowed as an exemption. It also has to do with septic capability. *Mary Anderson*, Land Use Manager, stated that if the lots were any smaller, they should be platted. Anything less than 4.5 acres creates more density.
- B. The definition of a parent parcel and subdividing a parent parcel beyond the performance standard subdivision. *Mary Anderson* stated that as of the date the ordinance is approved, the lot needs to be created before Ordinance 60 goes into effect. The parcel can only be further subdivided if it goes through a platting process. *Jenny Bourbonais* stated that the landowner would need to go through a different process for further subdividing land.
- C. Inquired about court-ordered subdivision and whether or not a landowner can leave acreage to their children. *Mary Anderson* stated that it would depend upon the amount of road frontage available. *Jenny Bourbonais* added that even if the court ordered the subdivision, it does not mean that staff would issue land use permits. To build may require a variance if the parcels do not meet minimum zoning standards.

DECISION:

Motion by Coombe/Johnson to accept the Subdivision Ordinance 60 amendments and to forward to the St. Louis County Board for adoption with a one year review by the St. Louis County Planning Commission in effect after the date of adoption and the addition of the administrative process for performance standard subdivisions.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

Motion to adjourn by Johnson. Meeting adjourned at 11:35 a.m.

SUBDIVISION ORDINANCE
OF
ST. LOUIS COUNTY, MINNESOTA



ORDINANCE NUMBER 60
ADOPTED: MARCH 27, 2012

Draft amendments 3-26-2013 & 6-13-2013

SUBDIVISION ORDINANCE OF ST. LOUIS COUNTY, MINNESOTA
ORDINANCE NUMBER 60
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***TOC will need to be updated based on changes.**

ARTICLE I TITLE

Section 1.1 Title

This Ordinance shall be referred to as The Subdivision Ordinance Number 60 of St. Louis County, Minnesota except herein where it shall be cited as the “Ordinance.”

Section 1.2 Recorded Amendments

None

ARTICLE II AUTHORITY AND PURPOSE

Section 2.1 Authority

This Ordinance is established pursuant to the authority granted by Minnesota Statutes, in particular Chapters 394, 505, 508 and any amendments thereto. This Ordinance hereby repeals Ordinance Number 33 for St. Louis County.

Section 2.2 Purpose

The purpose of these regulations is as follows:

- A. Protect the public health, safety, comfort, convenience and general welfare.
- B. Effectuate the goals of Ordinance Number 27.
- C. Ensure proper subdivision and transfer of land for the purpose of development.
- D. Protect the natural environment of the county.
- E. Provide for the administration of the provisions of this ordinance by defining the authority and duties of the county staff, Planning Commission, Board of Adjustment, and County Board.
- F. Promote the economic well-being of the community by making efficient use of lands within the county and the investment made in existing infrastructure.
- G. Encourage quality investment in the county by providing a predictable subdivision process.
- H. Provide avenues for flexibility and innovation in the subdivision of land.

ARTICLE III RULES AND DEFINITIONS

Section 3.1 Rules

The language set forth in the text of this Ordinance shall be interpreted in accordance with the following rules of construction:

- A. The word person includes a firm, association, organization, partnership, trust, company or corporation as well as an individual.
- B. The singular includes the plural and the plural includes the singular.
- C. The present tense includes the past and future tenses and the future includes the present.
- D. The word “may” is permissive. The word “shall” is mandatory. Mandatory compliance with the Ordinance shall allow for variances thereto.
- E. The words “used for” shall include the phrases “arranged for,” “designed for,” “intended for,” “improved for,” “maintained for,” and “occupied for.”

Section 3.2 Definitions

The following words shall be defined as follows for the purpose of this Ordinance:

Access - A way of approaching or entering property without trespassing upon another person’s property.

Accessory Structure - A use or structure on the same lot with, and customarily incidental and subordinate to, a principal use or structure.

Block - A tract of land consisting of one or more lots, as identified on the plat, and bounded by plat boundaries, public ways, outlots, parks, or bodies of water, as per Minnesota Statutes, Chapter 505.

Bluff - A topographic feature such as a hill, cliff, or embankment having the following characteristics:

- 1) Part or all of the feature is located in a shoreland area;
- 2) The slope rises at least 25 feet above the ordinary high water level of the water body;
- 3) The grade of the slope from the toe of the bluff to a point 25 feet or more above the ordinary high water level averages 30 percent or greater; and
- 4) The slope must drain toward the water body.

Bluff Impact Zone - A bluff and land located within 20 feet from the top of a bluff. An area with an average slope of less than 18 percent over a distance of 50 feet or more shall not be considered part of the bluff.

Board of Adjustment - The Board of Adjustment for St. Louis County, Minnesota, as created by ordinance pursuant to Minnesota Statutes, Section 394.27 and all acts amendatory thereof.

Buildable Area - The area upon which structures may be placed on a lot or parcel of land and excludes areas to meet setback requirements, bluffs, rights-of-way, historic sites, wetlands, designated floodways, land below the ordinary high water level of public waters, and other unbuildable areas.

Building - Any structure used or intended for storage, shelter or occupancy.

Building Line - A line parallel to a lot line or the ordinary high water level at the required setback beyond where a structure may not extend.

Certificate of Survey - A drawing of a field survey prepared by a licensed land surveyor for the purpose of disclosing facts pertaining to boundary locations.

City Sewer and Water System - A system of municipally and privately maintained utilities, approved by the State, and serving more than one building or property.

Common Open Space - A portion of a development permanently set aside to preserve elements of the natural landscape for public or private use, which will not be developed or subdivided and is either owned in common by the individual owners in a development or by a permanently established management entity.

Comprehensive Plan - Policies, statements, goals, and interrelated plans for private and public land and water use, transportation, and community facilities including recommendations for plan execution, documented in texts, ordinances and maps which constitute the guide for the future development of the county or any portion of the county.

Concept Plan - A sketch to rough scale showing a developer's initial ideas regarding a proposed subdivision and supporting documents.

Conditional Use - A land use or development which would not generally be appropriate without restriction throughout the zone district, but which, if controlled as to number, area, size, location, or relation to neighborhood, and as to compatibility with official county plans, would not be injurious to the public health, safety, order, comfort, appearance, prosperity or general welfare.

Conservation Easement - A legal document establishing a set of restrictions voluntarily placed on property to preserve its conservation values. For the purposes of this Ordinance, conservation easements must be conveyed to a non-profit organization authorized to accept them, or to a local unit of government other than the county. The document is filed with the Recorder's office.

Conservation Subdivision Plat - A method of subdivision characterized by common open space and compact residential lots that may or may not be clustered. The purpose of a conservation development is to create greater community value through common open space amenities for homeowners and protection of natural resources, while allowing for residential densities consistent with prevailing zoning.

Conventional Subdivision Plat - A pattern of subdivision development that is characterized by lots that are spread uniformly throughout a parcel in a lot and block design, as per Minnesota Statutes, Chapter 505.

County - St. Louis County, Minnesota.

County Attorney - The County Attorney of St. Louis County or authorized representative.

County Auditor/Treasurer - The County Auditor or Treasurer of St. Louis County or authorized representative.

County Board - The St. Louis County Board of Commissioners.

County Engineer - The County Highway Engineer of St. Louis County or authorized representative.

County Recorder - The County Recorder of St. Louis County or authorized representative.

County Surveyor - The County Surveyor of St. Louis County or authorized representative.

Dedicate - The voluntary giving of private property for some public or community use by the developer.

Department - The Planning and Community Development Department. The department designated to administer the zoning and subdivision ordinances and other land use official controls of St. Louis County, Minnesota, referred to in this Ordinance as “Department.”

Developer - Any person proposing to subdivide property.

Development Agreement - An agreement between St. Louis County and a developer that allows for prudent development in accordance with county ordinances, providing regulatory consistency for the developer and identifying other requirements consistent with Minnesota Statutes, Section 462.358.

Director - The Planning and Community Development Director of St. Louis County, Minnesota or authorized representative, referred to in this ordinance as “Director.”

Driveway - A way not designed or intended to serve as a road; rather a driveway. Provides access for not more than two dwellings or other principal uses to a road at a density not higher than two dwellings per quarter-quarter section or government lot.

Dwelling, Multiple-family - A residence designed for or occupied by three or more families, including a mobile home, with separate housekeeping and cooking facilities for each with an approved sewage disposal system.

Dwelling, Single-family - A detached residence, including a mobile home, designed for one family only and having an approved sewage disposal system.

Dwelling, Two-family - A residence designed for or occupied by two families, including a mobile home, with separate housekeeping and cooking facilities for each with an approved sewage disposal system.

Dwelling Site - A designated location for residential use by one or more persons using temporary or movable shelter, including camping and recreational vehicle sites.

Dwelling Unit - A structure or portion of a structure or other shelter designed as a short or long term living quarters for one or more persons including rental or time share accommodations such as a motel, hotel, resort rooms and resort cabins.

Easement - A non-possessing interest held by one person, group or government in land of another person whereby the first person, group or government is accorded partial use of such land for specific purposes. Easements fall into three broad classifications: surface easements, subsurface easements and overhead easements.

Electronic Map or Sketch – A drawing prepared using computer assisted design software.

Environmental Review - Procedures required in the preparation of Environmental Assessments or Environmental Impact Statements as set forth by the Minnesota Environmental Quality Board and/or St. Louis County.

Erosion - The wearing away of land surfaces by the action of wind, water, gravity or any combination thereof.

Final Plat - A map, in final form, showing a proposed subdivision containing all information and detail required by state statutes and by the Ordinance to be presented to the Director and/or the County Board for approval, and which, if approved, shall be duly filed with the County Recorder.

Frontage - The uninterrupted front boundary line of a parcel, or the length of such line, that abuts on a road or protected water.

Grade - The slope of a surface, such as a parcel or road with the vertical rise or fall expressed as a percentage of horizontal distance, e.g., a 3 percent upgrade means a rise of 3 feet per 100 feet of horizontal distance.

Grading - The movement of dirt, by mechanical means, so as to alter the existing topography of a property.

Impervious Surface - A constructed hard surface that either prevents or retards the entry of water into the soil and causes water to run off the surface in greater quantities and at an increased rate of flow than prior to development. Examples include rooftops, decks, sidewalks, patios, storage area, and concrete, asphalt, or gravel driveways.

Landlocked - A parcel that does not have access to a public or private road, or water access except through an adjacent parcel or lot.

Licensed Engineer - A person licensed as a professional engineer by the State of Minnesota.

Licensed Land Surveyor - A person licensed as a professional land surveyor by the State of Minnesota.

Lot - A tract of land which is all or part of a block and is identified on a plat as per Minnesota Statutes, Chapter 505.

Lot Line Adjustment - The relocation of a common ownership boundary between two or more lots on a plat as per Minnesota Statutes, Chapter 505.

Lot of Record - A lot which is part of a subdivision recorded in the office of the County Recorder or Registrar of Titles of St. Louis County, Minnesota, or a lot or parcel described by metes and bounds, the description of which has been lawfully created and recorded prior to the date of enactment of this Ordinance, or amendments thereto provided that a lot on federal, state, tax forfeited or Minnesota Power lands that have been leased out prior to the date of enactment of this Ordinance shall be considered a lot of record even though that lot has not been individually recorded in the office of the County Recorder or Registrar of Titles.

Lot Width - The shortest distance between lot lines measured at the midpoint of the building line.

Metes and Bounds Description - A land description based upon the specific lengths and direction of some or all of the boundary lines of a parcel or lot.

Minor Boundary Adjustment - The relocation of a common ownership boundary between two or more parcels of unplatted property.

Minor Subdivision Procedure - An approval process that a local unit of government may adopt under Minnesota Statutes, Chapter 505, for simple land divisions, referred to in this Ordinance as “minor subdivision.”

Ordinance - The Subdivision Ordinance Number 60 of St. Louis County, Minnesota.

Ordinary High Water Level - The boundary of public waters and wetlands consisting of an elevation delineating the highest water level which has been maintained for a sufficient period of time to leave evidence on the landscape, commonly that point where the natural vegetation changes from predominantly aquatic to predominantly terrestrial. For water courses, the ordinary high water level is the elevation of the top of the bank of the channel; for reservoir and flowages, the ordinary high water level is the operating elevation of the normal summer pool.

Outlot - A tract of land identified by a capital letter and is land that is not part of a block, as per Minnesota Statutes, Chapter 505.

Parent Parcel - A parcel of land that is at least twice the minimum lot width and area required by the Zoning Ordinance and that is of record upon [*insert approval date*].

Performance Standard Subdivision - The subdivision of parcels of land that meet the performance standard criteria in Article VI, with administrative approval.

Planning Commission - The Planning Commission of St. Louis County, Minnesota, as created by ordinance pursuant to Minnesota Statutes, Section 394.30 and all acts amendatory thereof.

Plat - A delineation of one or more existing parcels of land drawn to scale showing all data as required by Minnesota Statutes, Chapter 505, depicting the location and boundaries of lots, blocks, outlots, parks, and public ways.

Preliminary Plat - A map and related written materials, documents and information required by the Ordinance and/or Director in order to adequately review a proposed subdivision.

Principal Structure - A structure or use that is the primary or predominant focus of activity on a parcel. Principal uses include a single family home, cabin, guest cottage, resort lodge and cabins, salvage facility storage area, offices, and businesses.

Registered Land Survey - A drawing used to convey a part of a parcel of registered land by tract or tracts pursuant to Minnesota Statutes, Section 508.47. Existing conforming and non-conforming registered parcels may be shown and described by Registered Land Survey for the purpose of clarifying existing land descriptions.

Rights-of-Way - Property dedicated to the public, connecting to other public rights-of-way, which affords primary access by pedestrians and vehicles to abutting properties.

Riparian Parcel - A parcel that abuts public waters as defined by the Commissioner of the Department of Natural Resources pursuant to Minnesota Statutes, Chapter 103F.

Road - A public or private way which affords primary means of access by pedestrians and vehicles to adjacent properties whether designated as a drive, easement, avenue, highway, road, boulevard, cartway or however otherwise designated.

Road, Public - A road open to public travel that is under the jurisdiction of and/or maintained by a state, county or township authority, as defined per Minnesota Statutes, Section 160.02.

Screening - The use of fences, vegetation, berms, or other methods that reduce visual impact of a structure or use upon adjacent structures or uses.

Sewer System - Pipelines or conduits, pumping stations and force main and all other constructions, devices, appliances or appurtenances used for conducting sewage or industrial waste or other waste to a point of ultimate disposal.

Shore Impact Zone - Land located between the ordinary high water level of a public water body and a line parallel to it, at a setback of 50 percent of the structure setback, except on General Development lakes where the minimum impact zone shall be 50 feet.

Shoreland - Land located within the following distances from public water: 1,000 feet from the ordinary high water level of a lake, pond or flowage; and 300 feet from a river or stream, or landward extent of a floodplain designated by ordinance on a river or stream, whichever is greater. The limits of shorelands may be reduced whenever the waters involved are bounded by topographic divides which extend landward from the water for lesser distances and when approved by the Commissioner of the Department of Natural Resources.

Steep Slope - Land having average slopes over 12 percent, as measured over horizontal distances of 50 feet or more that are not bluffs.

Structure - Anything more than 30 inches high placed, constructed, or erected with a fixed location on the ground including portable buildings, mobile homes, signs, earth sheltered homes, and swimming pools. Fences, utility poles, lawn lights, non-commercial communication towers not containing dish antennas, non-commercial wind generating towers and related minor equipment shall not be considered structures. Unattached decks, regardless of height, shall be considered a structure if within the shore setback area for principal structures.

Subdivider - The owner, agent, person, corporation, partnership or legal entity proposing to subdivide property under his or her control.

Subdivision - Land that is divided for the purpose of sale, rent, or lease, transfer or gift including planned unit developments.

~~**Subdivision by Plat** - The subdivision into two or more lots of any size by the authority of Minnesota Statutes, Chapter 505, with documents prepared by a licensed land surveyor and duly approved by the Director or the Planning Commission and County Board.~~

Subsurface Sewage Treatment System (SSTS) - A septic tank and soil absorption system or other individual or cluster type sewage treatment system as described and regulated in Minnesota Rules, Chapter 7080.

Variance - Any modification or relief from a county land use ordinance where it is determined by the Board of Adjustment that, by reason of exceptional circumstances, the strict enforcement of the provisions of such ordinance would cause practical difficulties as defined per Minnesota Statutes, Chapter 394.

Water Access Only - Those island properties that have sole access by means of navigable public water.

Wetlands, a Wetland, the Wetland, or Wetland Area - Shall be defined by Minnesota Rules, Chapter 8420.

Yield Plan - A subdivision plan drawn to scale, containing sufficient information showing the maximum number of lots that could be permitted using the standards for lots in a conventional subdivision plat.

Zone District - Land uses and dimensional districts based on Minnesota State Shoreland Regulations, Chapter 6120, the Comprehensive Land Use Plan of the county (St. Louis County Ordinance #27), and the purpose statement of each land use district.

Zoning Ordinance - The Zoning Ordinance #46 of St. Louis County, Minnesota.

ARTICLE IV GENERAL STANDARDS

Section 4.1 Application of the Ordinance

- A. Where the provision of the Ordinance are either more restrictive or less restrictive than applicable provisions(s) of other laws, ordinances, statutes, resolutions, covenants or regulations of any kind, the more restrictive condition, standard or requirement shall prevail, except as authorized by the more restrictive agency.
- B. Ambiguities in the Ordinance shall be resolved by interpretation of the Director. If an applicant wishes to appeal the interpretation of the Director, an appeal can be made within 30 days of the Director's decision through a hearing of the Board of Adjustment.
- C. The subdivision process shall not result in the creation of landlocked parcels.

Section 4.2 Subdivisions Allowed by this Ordinance

- A. Lot Line Adjustment
- B. Minor Subdivision
- C. Conventional Subdivision Plat
- D. Conservation Subdivision Plat

- E. The equal subdivision of a quarter-quarter section or non-shoreland government lot by half or quarter provided it meets zoning minimums and buildable area exists.
- F. The division of property abutting a road under the jurisdiction of a public road authority as defined in Minnesota Statutes, Section 160.02, into parcels 4.5 acres or larger and 300 feet or more in width or meets zoning minimums, whichever is more restrictive.
- G. **Performance Standard Subdivision**

Section 4.3 Exemptions Allowed by this Ordinance

The following subdivisions of land are exempted from the provisions of this Ordinance:

- A. Platted cemeteries done in accordance with the requirements of applicable state statutes and ordinances.
- B. Transfers of interest in land pursuant to court order. Any such division that fails to meet the standards of the St. Louis County land use regulations shall not be deemed a lot of record for the purposes of issuing land use permits.
- C. Parcels created for the siting of electrical transmission and distribution substations.
- D. Registered Land Surveys prepared for the purpose of clarifying existing land descriptions.
- E. Minor Boundary Adjustments. Any such division that fails to meet the standards of the St. Louis County land use regulations shall not be deemed a lot of record for the purposes of issuing land use permits.

Section 4.4 Environmental Documents and Permits

- A. It shall be the property owner's responsibility to secure necessary concurrent permits, including, but not limited to, Pollution Control Agency, State Waste Disposal Permits; Environmental Services Department Permits; Corps of Engineers Permits; DNR Public Water Permits; and DNR Water Appropriation Permits. Approval by the county does not imply approval by other agencies.
- B. The county will require an Environmental Assessment Worksheet (EAW) or Environmental Impact Statement (EIS) where a proposed project exceeds the limits defined in the Environmental Quality Board's Rules and Regulations for environmental review program or as requested by the Planning Commission or petitioned by the public. Costs associated with the preparation of an EAW and/or EIS shall be the responsibility of the project owner, in accordance with County Board policy.

- C. The administration of an EAW or EIS shall be in accordance with the rules and regulations of the Minnesota Environmental Quality Board. The Director shall be responsible to the County Board and have the authority to administer the environmental document. The Planning Commission shall review each document and make recommendations to the County Board, whose decision shall be final.

Section 4.5 Survey Standards

- A. Survey Standards shall be those required by Minnesota Statutes, Chapter 505, including the placement of all monuments including block corners, lot corners, curve points and survey line points on lot lines. All federal, state, county and other official bench marks, monuments or triangulation points in or adjacent to the proposed subdivision shall be preserved in position unless relocation is approved by the controlling agency.
- B. The licensed land surveyor placing and establishing the corners and/or monuments shall file a certificate to that effect for each section corner, quarter section corner, meander corner or witness corner in the office of the surveyor on a form provided by the surveyor's office unless a current certificate is on file.

Section 4.6 Submittals

All subdivisions and lot line adjustments on platted property, except as allowed in Section 4.3, should be reviewed by the Director. The purpose of the review is to determine if the parcel being created and the **remnant-parent** parcel conform to zoning standards and if the creation is consistent with other county and state regulations.

The following submissions are required:

- A. For a parcel created as a simple fractional or quantity part of a full government subdivision under Section 4.2 E., or for a parcel created as a simple fractional or quantity part of a government subdivision under Section 4.2 F., or for a lot line adjusted as a simple fractional or quantity part of a platted lot, the submittals shall include an electronic map and supporting documentation as follows:

Electronic Map:

1. Parcel area of the proposed and **remnant parent** parcels.
2. Parcel dimensions of the proposed and **remnant parent** parcels.
3. Current development and infrastructure on proposed and **remnant parent** parcels.

Documents:

1. Legal description of the proposed and **remnant parent** parcels.
2. Evidence of ownership.

- B. For any parcel created or lot line adjusted by a metes and bounds description, a Certificate of Survey shall be submitted in addition to items listed in Section 4.6 A. and, after approval, recorded, **by the applicant**, with the County Recorder.

- C. For any parcel created or adjusted through Articles **V, VI, VII, VIII or IX**, in addition to any specific requirements of those articles, the submittals shall be an electronic map or sketch in a format determined by the Director and supporting documents as follows:

Electronic Map or Sketch:

1. Parcel area of the proposed and **remnant parent** parcels.
2. Parcel dimensions of the proposed and **remnant parent** parcels.
3. Current development and infrastructure on proposed and **remnant parent** parcels.

Documents:

1. Legal description of the proposed and **remnant parent** parcels.
 2. Evidence of ownership and authority to subdivide consisting of fee ownership or written concurrence of fee owners.
 3. Archaeological Phase I study, if required by the Director.
 4. Septic site evaluation including replacement/expansion area, if required by Director.
- D. Subdivisions created under Articles **VII, VIII, or IX** in a township which has appointed a planning and zoning commission must demonstrate approval of the preliminary plat by that town's board consistent with Minnesota Statutes, Chapter 505.
- E. Applications submitted after leaf-off conditions in the fall and before leaf-on conditions in the spring may be considered as incomplete pursuant to the Minnesota Statutes, Section 15.99, unless a wetland delineation has been previously verified by the Technical Evaluation Panel and accepted as part of the application. Applications may also be considered as incomplete if a septic site evaluation cannot be verified due to frozen soil conditions.

Article V LOT LINE ADJUSTMENT ON PLATTED PROPERTY

Section 5.1 Applicability

- A. A lot line adjustment provides for the alteration of property lines on plats, where no additional lots for development are created and agreement exists among the parties involved.
- B. A lot line adjustment can be used to correct survey or description problems on existing properties.
- C. A lot line adjustment can be used to meet lot size, setback, or other state or county land use requirements.
- D. A lot line adjustment can be used to lessen or eliminate a nonconformity.
- E. Lot line adjustments shall be **submitted to approved by** the Director **for review and approval.**

- F. Lot line adjustments shall only be ~~approved~~ allowed when accompanied by an executed conveyance among the parties involved.

Section 5.2 Review Criteria

- A. The proposed adjustment shall not create any new nonconformity, nor shall it increase an existing nonconformity.
- B. Lot of record status shall not be affected by adding additional property to a lot that does not meet the current dimensional standard.
- C. Adequate land for treatment and disposal of sewage, when it exists, shall not be diminished by the adjustment.
- D. The adjustment does not increase the potential for wetland, shoreline or floodplain impacts.
- E. The result is not contrary to a decision of the Planning Commission or County Board.

Section 5.3 Submittals

- A. All submissions required in Section 4.6., except an Archeological Phase I study.
- B. The electronic sketch shall include all existing and proposed new dimensions and area for all lots involved, including structures and utilities.

ARTICLE VI PERFORMANCE STANDARD SUBDIVISION

Section 6.1 Applicability

- A. A Performance Standard Subdivision may be allowed at the discretion of the Director.
- B. A parent parcel may be divided into a maximum of three parcels, provided each new parcel meets the minimum zoning requirements.
- C. A parent parcel along a public road may be subdivided into parcels no less than 2.5 acres and 200 feet of lot width and road frontage, or meet Zoning Ordinance requirements, whichever is more restrictive.
- D. A riparian parent parcel that is accessed by water via a public access may be subdivided into parcels no less than 2.5 acres and 200 feet of riparian frontage, or meet Zoning Ordinance requirements, whichever is more restrictive.
- E. A parent parcel that is not along a public road, but has legally demonstrated access to a public road may be subdivided into parcels no less than 4.5 acres and 300 feet of lot width, or meet Zoning Ordinance requirements, whichever is more restrictive.

- F. A parent parcel that is not along a public road, but has legally demonstrated access to a navigable water body, with a public access, may be subdivided into parcels no less than 4.5 acres and 300 feet of lot width, or meet Zoning Ordinance requirements, whichever is more restrictive.
- G. The approval of a Performance Standard Subdivision shall be effective for one year from date of approval by the Director. The appropriate documents must be recorded within a year otherwise the performance standard subdivision is no longer valid.

Section 6.2 Design Standards

The following design standards shall be considered minimum acceptable requirements in the review of the proposed subdivision by the county staff:

- A. **Land Suitability.** The land shall be properly zoned and suitable in its natural state for the intended purpose.
- B. **Layout**
 - 1. Lot areas and dimensions shall conform to the requirements of the Zoning Ordinance.
 - 2. Lot layouts shall be compatible with the existing layout of adjoining properties, and/or shall not constrain the future development of adjacent properties.
 - 3. Side lot lines shall be substantially at right angles to straight road lines or radial to curved road lines, radial to lake or stream shores, and shall minimize bends or jogs unless topographic conditions necessitate a different arrangement. Existing structures shall not be construed to be a topographic condition.
- C. **Rights-of-Way Access.** All properties shall demonstrate legal access to a public road or navigable water body.

Section 6.3 Submittals

- A. A Certificate of Survey, and corresponding Electronic Sketch, shall be submitted for any Performance Standard Subdivision and shall include the following:
 - 1. Boundary lines with lengths and bearings taken from a boundary survey drawn by a licensed land surveyor.
 - 2. Legal description of the property.
 - 3. Total acreage.
 - 4. Name of the fee owner, developer and surveyor.
 - 5. North arrow.
 - 6. Graphic bar scale.
 - 7. Date of preparation.

8. Layout of proposed parcels and parent parcel.
 9. Existing buildings, drawn to the same scale as existing data.
 10. Dimensions scaled to nearest foot of all parcel lines, easement widths and lakeshore lengths.
 11. Total acreage for each parcel created, as well as the parent parcel.
 12. Areas suitable for a standard SSTS and replacement area meeting the requirements of applicable state and county laws and ordinances.
- B. A SSTS suitability report in accordance with state statutes and St. Louis County Ordinance 55.
- C. Other information as deemed necessary by the Director.

ARTICLE VII MINOR SUBDIVISION

Section 7.1 Applicability

- A. A minor subdivision ~~shall~~ may be allowed at the discretion of the Director.
- B. A minor subdivision shall meet all technical standards of Minnesota Statutes, Chapter 505, and be approved by the County Surveyor and the Director.
- C. A ~~quarter-quarter section or government lot~~ parent parcel along a public road may be subdivided into lots no less than 2.5 acres and 200 feet of lot width or meet Zoning Ordinance requirements, whichever is more restrictive.
- D. A ~~quarter-quarter section or government lot~~ parent parcel not along a public road, but with legally demonstrated access to a public road, may be subdivided into two lots with each lot having no less than 2.5 acres and 200 feet of lot width (including the parent parcel remnant property) or meet Zoning Ordinance requirements, whichever is more restrictive. ~~and meet Zoning Ordinance requirements.~~
- E. Water access only properties may be subdivided into lots 4.5 acres or larger and 300 feet of lakeshore and lot width at building site, or meet Zoning Ordinance requirements, whichever is more restrictive ~~and meet Zoning Ordinance requirements.~~ Water access only lots may be created if located on a lake with a public boat access.
- F. A minor subdivision shall not include dedications of new roads.

Section 7.2 Design Standards

The following design standards shall be considered minimum acceptable requirements in the review of the proposed subdivision by the county staff:

- A. **Land Suitability.** The land shall be ~~property~~ properly zoned and suitable in its natural state for the intended purpose.
- B. **Layout**
1. Lot areas and dimensions shall conform to the requirements of the Zoning Ordinance, without variance.
 2. Lot layouts shall be compatible with the existing layout of adjoining properties, and/or shall not constrain the future development of adjacent properties.
 3. Side lot lines shall be substantially at right angles to straight road lines or radial to curved road lines, radial to lake or stream shores, and shall minimize bends or jogs unless topographic conditions necessitate a different arrangement. Existing structures shall not be construed to be a topographic condition.
- C. **Rights-of-Way Access.** All properties shall demonstrate legal access to a public road.

Section 7.3 Submittals

- A. **Initial Concept Plan Review.** Property owners seeking to subdivide land shall take part in an ~~an initial concept~~ plan review with the Department to gain feedback and guidance. The goal of the ~~initial concept~~ plan review is to identify important physical features and the potential of the property, and to establish the relationship of the property to adjacent parcels. It is also a guide to determine which subdivision process is appropriate for the development. Any comments, written or otherwise, provided to the property owner during ~~initial concept~~ plan review shall be informational, and shall not bind any party to specific findings of fact or law.
- B. **Concept Preliminary Plan Review.** ~~Concept Preliminary~~ plan submittals shall include an electronic sketch and supporting documentation as follows:

Electronic Sketch:

1. All submittals listed in Section 4.6.
2. Boundary lines with lengths and bearings taken from a boundary survey drawn by a licensed land surveyor with the legal description of the property, total acreage, name of the fee owner, developer and surveyor, north arrow, graphic bar scale, and date of preparation.
3. Topography consisting of 10-foot contour intervals taken from United States Geological Survey (USGS) mapping, or equivalent or more accurate source, if available.
4. Location of 100 year floodplains and the ordinary high water level, as taken from USGS mapping, or the equivalent or a more accurate source, if available.
5. The existing zoning classification and the zoning classification of adjacent parcels.
6. Layout of proposed lots, and buildings if known, drawn to same scale as existing data.
7. Dimensions scaled to nearest foot of all lot lines, easement widths and lakeshore lengths and total acreage for each lot created, as well as the ~~remnant~~ parent parcel.

8. Areas suitable for a standard SSTS and replacement area meeting the requirements of applicable state and county laws and ordinances.
9. Other information as deemed necessary by the Director.

Documents:

1. All submittals listed in Section 4.6.
2. Detailed soils information from the Natural Resources Conservation Service (NRCS), or the equivalent or a more accurate source if available.
3. Wetland delineation for the property with data sheets.
4. Proof of access from appropriate road authority for each new lot created and for the **remnant parent** parcel.
5. For minor subdivision on abstract property, a **preliminary** title opinion less than 60 days old.
6. Other information as deemed necessary by the Director.

- C. **Final Minor Subdivision.** A completed final minor subdivision submittal shall comply with Minnesota Statutes, Chapter 505, in addition to the following:

A final map reviewed and approved by the Director, in a format acceptable to the County Recorder that shall meet the following provisions:

Electronic Map:

1. Shall be prepared by a licensed land surveyor.
2. Shall contain the signatures of all parties with legal interest in the fee ownership of the land, together with a statement of their interest. Signatures shall be acknowledged by a notary.
3. **Shall contain a signature block indicating approval of the Director.**
4. Shall provide drainage and utility easements, as necessary.

Documents:

1. The signed licensed land surveyor certificate shall indicate that all corners and monuments have been established as shown on the final plat.
2. Developer shall provide a **preliminary** title opinion less than 60 days old, and an abstract of title and/or certificate of title to the subject property. All abstracts of title shall be updated to a date no more than 60 days prior to the date said abstracts are submitted to the county.

ARTICLE VIII CONVENTIONAL SUBDIVISION PLAT

Section 8.1 Applicability

- A. **Subdivision by Conventional** plats shall meet all technical standards of Minnesota Statutes, Chapter 505, and be approved by the **Director**, County Surveyor, Planning Commission, and County Board.

- B. When the proposed subdivision is located in a township that administers its own zoning, the developer shall have documentation of review with the appropriate township official the applicable zoning requirements.
- C. Subdivisions by plat are subject to a public hearing before the Planning Commission at the preliminary plat stage.

Section 8.2 Design Standards

The following design standards shall be considered minimum acceptable requirements in the review of the proposed subdivision by the **Director**, County Staff, Planning Commission and County Board:

A. Land Suitability

1. The land shall be properly zoned and suitable in its natural state for the intended purpose.
2. Land subject to flooding, land below the ordinary high water level, wetlands, areas with high water table, bluffs, or land containing other significant constraint(s) upon future intended usage, shall not be considered suitable for development.
3. Each lot created through subdivision must be suitable in its natural state for the proposed use with minimal alteration.
4. The suitability analysis for each lot shall also consider:
 - a. soil and rock formations with severe limitations for development,
 - b. areas with severe erosion potential,
 - c. inadequate water supply or sewage treatment capabilities,
 - d. near-shore aquatic conditions unsuitable for water-based recreations,
 - e. fish and wildlife habitat,
 - f. presence of historic and cultural sites, or
 - g. any other feature of the natural land likely affecting the health, safety, or welfare of future residents of the proposed subdivision or the community.

- B. **Nonconformities.** All nonconforming structures and uses shall be brought into conformity during the subdivision process, except as specifically waived by the Planning Commission.

C. Layout

1. Lot areas and dimensions shall conform to the requirements of the Zoning Ordinance, without variance.
2. Lot layouts shall be compatible with the existing layout of adjoining properties and/or shall not constrain the future development of adjacent properties.
3. Side lot lines shall be substantially at right angles to straight road lines or radial to curved road lines, radial to lake or stream shores, and shall minimize bends or jogs

unless topographic conditions necessitate a different arrangement. Existing structures shall not be construed to be a topographic condition.

4. Lots shall not abut two roadways, except on corner lots or where necessary to provide separation of residential development from arterial or major collector roadways.

D. **Access.** Each lot shall have legal access in the form of public rights-of-way or dedicated easement for ingress and egress.

E. **Surface Water Access.** Provisions for access to water based recreation facilities, such as boat launches and moorings, shall be provided where near shore aquatic conditions are unsuitable for direct access.

Section 8.3 Submittals

A. **Concept Plan Review.** Property owners seeking to subdivide land shall take part in a concept plan review with the Department to gain feedback and guidance. The goal of the concept plan review is to identify important physical features and the potential of the property, and to establish the relationship of the property to adjacent parcels. It is also a guide to determine which subdivision process is appropriate for the development. Any comments, written or otherwise, provided to the property owner during concept plan review shall be informational, and shall not bind any party to specific findings of fact or law.

Concept plan submittals shall include an electronic sketch and supporting documentation as follows:

Electronic Sketch:

1. All submittals listed in Section 4.6.
2. Proposed plat name.
3. Approximate exterior boundary drawn, with the graphic bar scale and north arrow.
4. Topography from the USGS map, or equivalent or more accurate source if available, at 10 foot intervals unless greater detail is required by the Director. Slopes exceeding 30 percent shall be clearly marked.
5. Approximate location of lakes, streams, wetlands, drainage swales and 100-year floodplain.
6. Vegetative cover conditions of the property according to general cover type.
7. Viewsheds showing views into the property from lakes, roads and parks.
8. Geographic formations including rock outcroppings and bluffs.
9. Existing human made elements including roads, driveways, fences, public trails, buildings, septic systems, wells, and utilities.
10. Location of historically significant sites or structures.
11. Proposed roads with proposed road names and road alignment within road rights-of-way, and trails.
12. Proposed lots with building setbacks and bluff impact zones.
13. Proposed common open space.

14. Proposed city sewer and water system connections or sewage treatment systems and well locations.
15. Potential principal and accessory structure locations and elevations.
16. Near shore aquatic conditions information from a reliable source.

Site Context Map:

1. A map showing the location of the proposed subdivision within its neighborhood context shall be submitted.
2. The site context map may be shown as part of the concept plan sketch, or as a separate map.
3. For sites under 100 acres, such maps shall include a graphic bar scale, and shall include the area within 1,000 feet of the site. For sites of 100 acres or more, maps shall include a graphic bar scale, and shall include the area within 2,000 feet of the site.
4. The map shall show the relationship of the subject property to the natural and human made features of the land. The features that shall be shown include topography from USGS maps, wetlands from the National Wetlands Inventory Map, or equivalent or more accurate sources if available, public and private roads, driveways, dwellings, trail systems and utility lines.

- B. **Preliminary Plat.** Submittal for a preliminary plat shall contain an electronic map and supporting documentation as follows:

Electronic Map:

1. All requirements of the concept plan.
2. Boundary lines with lengths and bearings, taken from a boundary survey drawn by a licensed land surveyor with the legal description of the property, total acreage, north arrow, graphic bar scale, name of the fee owner, developer and surveyor.
3. Date of boundary survey.
4. Layout of existing and proposed roads, trails, driveways, blocks, lots, outlots, and structures drawn to the same scale.
5. Plan, profile, and a typical cross section of proposed roadways including proposed road rights-of-way and drainage features such as culverts and ditching.
6. Legal access to the property.
7. Locations of existing and proposed wells and sewage treatment systems, and sewer or water systems, connections, and extensions, with grades shown.
8. Potential locations and estimated depth to a restrictive layer for all proposed subsurface sewage treatment systems, a minimum of two per lot.
9. Small-scale context map showing location by section, town, and range.
10. The existing zoning classification and the zoning classification of adjacent parcels.
11. Wetland identified by delineation.
12. Extent of anticipated vegetation and topographic alterations.
13. Dimensions scaled to nearest foot of all lot lines, road widths, easement widths and lakeshore lengths and total acreage for each lot created.
14. Buildable areas of proposed lots.
15. Structure setback lines from roadways, lot lines and ordinary high water level.
16. Proposed common open space with area shown.

17. Proposed public dedication areas other than roads, trails, or walkways with the area shown.
18. Proposed stages of development.

Documents:

1. All requirements of Section 4.6.
2. SSTS suitability report in accordance with state statutes and St. Louis County Ordinance 55.
3. Draft dedications, declarations, and easements.
4. Proposed covenants or other restrictive documents.
5. Proposed methods of controlling stormwater management that comply with St. Louis County policy, as per Section 8.7.
6. Developer shall provide a preliminary title opinion less than 60 days old, and an abstract of title and/or certificate of title to the subject property. All abstracts of title shall be updated to a date no more than 60 days prior to the date said abstracts are submitted to the county.
7. Other information as deemed necessary by the Director.

- C. **Final Plat.** A completed final plat submission shall conform with all requirements of Minnesota Statutes, Chapter 505, in addition to the following:

Final Map:

1. Shall be in conformance with approved preliminary plat.
2. Shall be prepared by a licensed land surveyor.
3. Shall contain the signature blocks for all parties with legal interest in the fee ownership of the land together with a statement of their interests or consent agreement as acceptable to the St. Louis County Recorder's Office. Signatures shall be acknowledged by a notary.
4. Shall contain a signature block indicating approval of the St. Louis County Surveyor.
5. Shall dedicate to the public all easements, rights-of-way, trails and land to become public.
6. Shall provide drainage and utility easements, as necessary.

Documents:

1. Articles of incorporation of any required homeowners' association.
2. Required covenants and deed restrictions.
3. Financial security acceptable to the County Attorney in an amount acceptable to the Public Works Director for the uncompleted required improvements.
4. Development agreement acceptable to the County Attorney, if required.
5. The signed licensed land surveyor certificate shall indicate that all corners and monuments have been established as shown on the final plat.
6. Developer shall provide a preliminary title opinion less than 60 days old, and an abstract of title and/or certificate of title to the subject property. All abstracts of title shall be updated to a date no more than 60 days prior to the date said abstracts are submitted to the county.

Section 8.4 Roadway Improvement Standards

Roadway improvement standards shall conform with St. Louis County Public Works Department Policy regarding Roadway Improvement Standards for Plats and Subdivisions.

Section 8.5 Sanitary Provision Standards

Sanitary provision standards shall conform with St. Louis County Environmental Services SSTS Ordinance 55, or its successor or replacement.

Section 8.6 Water Supply Standards

Water supply standards shall conform to Minnesota Department of Health Rules and Regulations and St. Louis County Environmental Services SSTS Ordinance 55, or its successor or replacement.

Section 8.7 Drainage, Grading, and Stormwater Standards

Grading, drainage, and stormwater standards shall conform to St. Louis County Planning and Community Development Department Policy.

Section 8.8 Dedications

Dedications shall conform to St. Louis County Planning and Community Development Department Policy.

Section 8.9 Association Membership Standards

Association membership standards shall conform to St. Louis County Planning and Community Development Department Policy.

ARTICLE IX CONSERVATION SUBDIVISION PLAT

Conservation subdivisions require the assistance of professional planning and usually involve the approval of multiple agencies or other governmental bodies. The conservation subdivision provisions are to provide for residential development in shoreland and non-shoreland rural areas in a way that takes into account the physical characteristics of the natural landscape of a development site and facilitates development while maintaining the most valuable natural features and functions of the site. Conservation design includes a collection of site design principles and practices that can be combined to create environmentally sound development; facilitate creation of common open space corridors; and minimize impacts of road and utility systems. The main principles for conservation design are:

- A. flexibility in site design and lot size,
- B. thoughtful protection and management of natural areas,
- C. reduction of impervious surface areas,
- D. stormwater management,

E. to facilitate the construction and maintenance of streets, utilities, and public services in a more economical and efficient manner, and

F. to offer an alternative to conventional subdivision development.

Section 9.1 Applicability

A. Conservation subdivisions may be used where a conventional subdivision **by** plat is allowed, and are required on Natural Environment Lakes larger than 25 acres in size.

B. Conservation subdivisions shall follow the same applicability standards as in Section **8.1** as follows:

1. Conservation subdivisions shall meet all technical standards of Minnesota Statutes, Chapter 505, and be approved by the **Director**, County Surveyor, Planning Commission, and County Board.
2. When the proposed subdivision is located in a township that administers its own zoning, the developer shall have documentation of review with the appropriate township official the applicable zoning requirements.
3. Conservation subdivisions are subject to a public hearing before the Planning Commission at the preliminary plat stage.

Section 9.2 Design Standards

A. Land Suitability

1. The land shall be properly zoned and suitable in its natural state for the intended purpose.
2. Land subject to flooding, land below the ordinary high water level, wetlands, areas with high water table, bluffs, or land containing other significant constraint(s) upon future intended usage, shall not be considered suitable for development.
3. Each lot created through subdivision must be suitable in its natural state for the proposed use with minimal alteration.
4. The suitability analysis for each lot shall also consider:
 - a. physical site characteristics which may limit development,
 - b. areas with severe erosion potential,
 - c. inadequate water supply or sewage treatment capabilities,
 - d. near-shore aquatic conditions unsuitable for water-based recreation,
 - e. fish and wildlife habitat,
 - f. presence of historic and cultural sites, or
 - g. any other feature of the natural land likely to affect health, safety, or welfare of future residents of the proposed subdivision or of the community.

B. **Nonconformities.** All nonconforming structures and uses shall be brought into conformity during the subdivision process, except as specifically waived by the Planning Commission.

C. **Layout**

1. The yield plan for a conservation subdivision shall be the same as general design standards for a conventional subdivision plat as in Section 8.2 C.
2. The conservation subdivision design plan shall be based on the density calculated in the yield plan and shall include:
 - a. common open space, where required
 - b. lot arrangement and size
 - c. conservation components
 - d. road layout and design
3. The conservation subdivision shall conform to the St. Louis County Conservation Design manual or policy.

D. **Access.** Each lot shall have legal access in the form of public rights-of-way or dedicated easement for ingress and egress.

E. **Surface Water Access.** Provisions for access to water based recreation facilities, such as boat launches and moorings, shall be provided where near shore aquatic conditions are unsuitable for direct access.

F. **Common Open Space.** The common open space component of a conservation subdivision shall be required for all shoreland subdivisions.

Section 9.3 Submittals

A. **Concept Plan.** Conservation subdivision concept plan submittals shall include an electronic sketch and supporting documentation as follows:

Electronic Sketch:

1. All submittals listed in Section 4.6.
2. Proposed plat name.
3. Approximate exterior boundary drawn, with the graphic bar scale and north arrow.
4. Topography from the USGS map, or equivalent or more accurate source, if available, at 10 foot intervals unless greater detail is required by the Director. Slopes exceeding 30 percent shall be clearly marked.
5. Approximate location of lakes, streams, wetlands, drainage swales and 100-year floodplain.
6. Vegetative cover conditions of the property according to general cover type.
7. Viewsheds showing views into the property from lakes, roads and parks.
8. Geographic formations including rock outcroppings and bluffs.

9. Existing human made elements including roads, driveways, public trails, buildings, septic systems, wells, and utilities.
10. Location of historically significant sites or structures.
11. Proposed roads with proposed road names and road alignment within road rights-of-way, and trails.
12. Proposed lots with building setbacks and bluff impact zones.
13. Proposed common open space.
14. Proposed city sewer and water system connections or sewage treatment systems and well locations.
15. Potential principal and accessory structure locations and elevations.
16. Near shore aquatic conditions information from a reliable source.

Site Context Map:

1. A map showing the location of the proposed subdivision within its neighborhood context shall be submitted.
2. The site context map may be shown as part of the concept plan sketch, or as a separate map.
3. For sites under 100 acres, such maps shall include a graphic bar scale, and shall include the area within 1,000 feet of the site. For sites of 100 acres or more, maps shall include a graphic bar scale, and shall include the area within 2,000 feet of the site.
4. The map shall show the relationship of the subject property to the natural and human made features of the land. The features that shall be shown include topography from USGS maps, wetlands from the National Wetlands Inventory Map, or equivalent or more accurate sources, if available, public and private roads, driveways, dwellings, trail systems and utility lines.

- B. **Preliminary Plat.** Conservation subdivision preliminary plat submittals shall include an electronic map and supporting documentation as follows:

Electronic Map:

1. The yield plan shall include all submittals in Section 9.3 A. and the following:
 - a. Boundary lines with lengths and bearings taken from a boundary survey drawn by a licensed land surveyor with the legal description of the property, total acreage, north arrow, graphic bar scale, name of the fee owner, developer and surveyor.
 - b. Date of boundary survey.
 - c. Layout of existing roads, trails, driveways, blocks, lots, outlots, and structures drawn to the same scale.
 - d. Plan, profile, and a typical cross section of proposed roadways including proposed road rights-of-way and drainage features such as culverts and ditching.
 - e. Legal access to the property.
 - f. Locations of existing wells and sewage treatment systems, and sewer or water systems, connections, and extensions, with grades shown.
 - g. Potential locations and estimated depth to a restrictive layer for all proposed subsurface sewage treatment systems, a minimum of two per lot.
 - h. Small-scale context map showing location by section, town, and range.

- i. The existing zoning classification and the zoning classification of adjacent parcels.
- j. Wetland identified by delineation.
- k. Extent of anticipated vegetation and topographic alterations.
- l. Dimensions scaled to nearest foot of all lot lines, road widths, easement widths and lakeshore lengths and total acreage for each lot created.
- m. Buildable areas of proposed lots.
- n. Structure setback lines from roadways, lot lines and ordinary high water level.
- o. Proposed common open space with area shown.
- p. Proposed public dedication areas other than roads, trails, or walkways with the area shown.
- q. Proposed stages of development.

Documents:

- 1. All requirements of Section 4.6.
- 2. SSTS suitability report in accordance with state statutes and St. Louis County Ordinance 55, or its successor.
- 3. Draft dedications, declarations, and easements.
- 4. Proposed covenants or other restrictive documents.
- 5. Proposed methods of controlling stormwater management that comply with St. Louis County policy, as per Section 8.7.
- 6. Developer shall provide a preliminary title opinion less than 60 days old, and an abstract of title and/or certificate of title to the subject property. All abstracts of title shall be updated to a date no more than 60 days prior to the date said abstracts are submitted to the county.

- C. **Final Plat.** A completed conservation subdivision final plat submission shall conform with all requirements of Minnesota Statutes, Chapter 505, in addition to the following:

Final Map:

- 1. Shall be in conformance with approved preliminary plat.
- 2. Shall be prepared by a licensed land surveyor.
- 3. Shall contain the signature blocks for all parties with legal interest in the fee ownership of the land together with a statement of their interests or consent agreement as acceptable to the St. Louis County Recorder's Office. Signatures shall be acknowledged by a notary.
- 4. Shall contain a signature block indicating approval of the St. Louis County Surveyor.
- 5. Shall dedicate to the public all easements, rights-of-way, trails and land to become public.
- 6. Shall provide drainage and utility easements, as necessary.

Documents:

- 1. Articles of incorporation of any required homeowners' association.
- 2. Required covenants and deed restrictions.
- 3. Financial security acceptable to the County Attorney in an amount acceptable to the Public Works Director for the uncompleted required improvements.
- 4. Development agreement acceptable to the County Attorney, if desired or required.

5. The signed licensed land surveyor certificate shall indicate that all corners and monuments have been established as shown on the final plat.
6. Developer shall provide a preliminary title opinion less than 60 days old, and an abstract of title and/or certificate of title to the subject property. All abstracts of title shall be updated to a date no more than 60 days prior to the date said abstracts are submitted to the county.
7. Common open space shall be shown as lot/block on the final plat.
8. Other information as deemed necessary by the Director.

Section 9.4 Administration and Maintenance

- A. Deed restrictions, permanent conservation easements, public dedication and acceptance, or other equally effective and permanent means must be provided to ensure perpetual preservation and maintenance of common open space. For areas greater or equal to 10 acres, easements shall be held by an organization authorized to hold interest in real property pursuant to Minnesota Statutes, Section 84C.01-05, as amended thereto.
- B. The instruments of the easement must include all of the following protections:
 1. Vegetation and topographic alterations, other than to prevent personal injury or property damage, and for restoration efforts based on an approved shoreland vegetation buffer plan, shall be prohibited;
 2. Construction of additional structures, impervious surfaces, or storage of vehicles and other materials shall be prohibited;
 3. Beaching of motorized watercraft shall be prohibited;
 4. Dumping, storage, processing, burning, burying or landfill of solid or other waste shall be prohibited; and
 5. Prohibition on amendment without the consent of the Planning Commission.
- C. Establishment of an association is mandatory and shall follow the standards of Section 8.9, in addition to the following:
 1. The association shall be responsible for enforcing covenants, deed restrictions, and easements.
 2. The association must have a land stewardship plan for common open space areas greater than or equal to 10 acres. The plan shall address the long-term management of these common open space lands.

ARTICLE X ADMINISTRATION

Section 10.1 Lot Line Adjustment on Platted Property

Applicants shall file an application for review and approval by the Department according to the following:

- A. Applicant shall complete the application for a lot line adjustment on forms available from the Department.
- B. Submittals that meet the standards of Section 5.3 shall be provided.
- C. The Director is authorized to approve all lot line adjustments that are in compliance with the provisions of this Ordinance and other applicable requirements.
- D. The adjustment shall be recorded, **by the applicant, with the County Recorder** within 12 months of approval. Real estate taxes and assessments due and payable in the year in which the adjustment is recorded must be paid in full at or before the time of recording.
- E. Lot line adjustments shall include an executed conveyance among the parties involved.

Section 10.2 Performance Standard Subdivision

Applicants shall file an application for review and approval by the Department according to the following:

- A. Applicant shall complete the application for a performance standard subdivision on forms available from the Department.
- B. Submittals that meet the standards of Section 6.3 shall be provided.
- C. The Director is authorized to approve all performance standard subdivisions that are in compliance with the provisions of this Ordinance and other applicable requirements.
- D. The adjustment shall be recorded, **by the applicant, with the County Recorder** within 12 months of approval. Real estate taxes and assessments due and payable in the year in which the adjustment is recorded must be paid in full at or before the time of recording.

Section 10.3 Minor Subdivision

Applicants shall file an application for review and approval by the Department according to the following:

- A. Applicant shall complete the application for a minor subdivision on forms available from the Department.
- B. Submittals that meet the standards of Section 7.3 shall be provided.
- C. The Director shall transmit the final minor subdivision plat for review to designated staff and appropriate officials or agencies. The Director shall request that all officials and agencies to whom a request for review has been made, submit their report to the Director within 30 calendar days after receipt of the completed submittal. If no report is received

within 30 calendar days, it shall be assumed by the Director that there are no objections in the final plat as submitted.

- D. The Director is authorized to approve all minor subdivisions that are in compliance with the provisions of this Ordinance and other applicable requirements.
- E. The final minor subdivision plat shall be recorded, **by the applicant, with the County Recorder** in accordance with the provisions established in Section 7.3 C. In addition, a title opinion prepared by the subdivider's attorney reflecting status of the title within 60 calendar days of submittal and addressed to the County Attorney along with all updated abstracts of title and/or certificates of title, shall be provided. All abstracts of title shall be updated to a date no more than 60 days prior to the date said abstracts are submitted to the county. Real estate taxes and assessments due and payable in the year in which the minor subdivision is recorded must be paid in full at or before the time of recording.

Section 10.4 Conventional Subdivision Plat

Before any land is subdivided, applicants proposing to subdivide land shall apply for and secure approval of the proposed subdivision in accordance with the following procedures:

- A. **Official Submission Date.** For the purpose of these regulations, the official submission date, or starting date, shall be the date in which a written request that includes a complete and accurate application, as determined by Director, is received for a subdivision.
- B. **Complete Submittal.** The Director shall review subdivision applications within 15 business days of their submittal and determine if the application is complete. If the application is not complete and accurate, the Director shall notify the applicant in writing of the necessary changes or additional information within the 15 day timeframe. If the application is complete, the formal review process shall begin on the date the submittal was received by the Department.
- C. **Preliminary Plat Procedures.** Applicants shall file an application for review by the Planning Commission and approval by the County Board according to the following:
 - 1. Applicant shall complete the application for a preliminary plat on forms available from the Department.
 - 2. Submittals that meet the standards of Section 8.3 shall be provided.
 - 3. The Director shall transmit the preliminary plat for review to each staff member and appropriate officials or agencies as deemed necessary or as mandated by law. The Director shall submit one (1) copy of the preliminary plat to the governing bodies of any city the incorporated limits of which lie within two (2) miles of the proposed subdivision and to the town board of the township wherein the subdivision is proposed or which is adjoining the proposed subdivision.
 - 4. The Director shall request that all officials and agencies to whom a request for review has been made, submit their report to the Director within 30 calendar days after receipt of the request. The Director shall consolidate all the reports submitted by the

officials and agencies concerning the preliminary plat and shall submit a report to the Planning Commission. If no report is received within 30 calendar days, it shall be assumed by the Planning Commission that there are no objections in the plan as submitted.

5. Public Notice and Hearing. Upon receipt of a completed submittal for preliminary plat, Director shall set a public hearing with the Planning Commission to be held within five (5) weeks from the official submission date. The Director shall submit a notice for publication in the official county newspaper at least 10 calendar days prior to the public hearing. The Director shall mail notices to all property owners within one-half (1/2) mile of the proposed subdivision, the affected unincorporated areas, and the town board and/or city council of any city within two (2) miles of the affected property. The owner or subdivider shall also be notified of the time and place of the hearing at which the subdivider will be afforded an opportunity to appear. The county shall maintain file copies of the plat and preliminary construction plans when appropriate for public review prior to the hearing. The Planning Commission shall receive all public testimony on the proposed plat. It shall make a recommendation to the County Board by either approval, conditional approval, or disapproval with reasons stated.
6. Standards for Approval of Preliminary Plats. A preliminary plat of a proposed subdivision may be approved by the Planning Commission provided that:
 - a. The subdivision is in general conformance with the County Comprehensive Plan;
 - b. The subdivision complies with all applicable provisions of county ordinances and state laws and department policies;
 - c. The proposed subdivision shall be sufficiently compatible or separated by distance or screening from the area surrounding the subdivision;
 - d. Definite provision has been made for a water supply that is sufficient in terms of quantity, dependability, and quality to provide an appropriate supply of water for the type of subdivision proposed;
 - e. Adequate provision has been made for sanitary sewer service, and, if other methods of sewage treatment are proposed, that such systems shall comply with federal, state, and local laws and regulations;
 - f. All areas of the proposed subdivision which may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the subdivider and that the proposed uses of these areas are compatible with such conditions;
 - g. The proposed subdivision preserves the site's important natural, cultural or historic features whenever possible;
 - h. The subdivider has taken reasonable efforts to mitigate the impact of the proposed subdivision on public health, safety, and welfare.

If the foregoing standards are not met, the Planning Commission may disapprove a preliminary plat even though the land proposed for subdivision is zoned for the use to which the proposed subdivision shall be put and the proposed use is consistent with the Comprehensive Plan. The Director may, after notifying the subdivider, employ qualified persons to check and verify such proposals, with the cost of such services to be borne by the subdivider.

7. **Effective Period of Preliminary Plat Approval.** The approval of a preliminary plat shall be effective until December 31 of the following calendar year, at the end of which time the applicant must have submitted a final subdivision plat for approval. If a subdivision plat is not submitted for final approval within this timeframe, the preliminary approval shall be null and void, and the applicant shall be required to submit a new preliminary plat for review subject to the then applicable zoning and subdivision regulations, except that the Director may grant one (1) extension of one (1) year upon receipt of written justification from applicant.

D. **Final Plat Procedures.** The applicant shall file an application for review approval from the County Board of the final plat according to the following:

1. Applicant shall complete the application for a final plat on forms available from the Department.
2. Submittals that meet the standards of Section 8.3 shall be provided.
3. If there were any changes required to be made to the preliminary plat, a revised preliminary plat shall be submitted.
4. **County Board Review and Approval.** The Director shall forward any public comments, staff report, and application to the County Board for their review. The County Board shall approve, or disapprove the final plat.
5. **Standards for Approval of the Final Plat:**
 - a. The final plat complies in all respects with the preliminary plat or an approved amended preliminary plat and the conditions of approval from the Planning Commission in approving the preliminary plat or as amended.
 - b. The final plat complies with the provisions of Minnesota Statutes, Chapter 505.
 - c. All applicable provisions of the county ordinances and state laws and department policies are complied with.

E. **Recording the Approved Subdivision Plat.** Within one (1) year following the approval of the final plat by the County Board, the applicant shall record the final plat according to the following:

1. Three (3) copies of the final plat – one mylar shall be submitted to the Department. The plat shall be signed by the owners (including all mortgage holders), project surveyor, town board chair (if applicable), County Attorney, County Auditor/Treasurer, County Board, County Recorder, and County Surveyor. In the alternative, a mortgage holder may sign a separate assent to the plat in a recordable form that must accompany the plat and be submitted to the county.
2. When installation of improvements is required prior to approval of the final plat, there shall be written evidence that:
 - a. The Director has confirmed that all conditions for approval of the subdivision have been satisfied;
 - b. The Public Works Director has certified that all of the required roadway, park, and other public improvements have been installed and accepted in a manner satisfactory to the county;

- c. The public sanitary sewer district has certified that all of the required sanitary sewer facilities have been installed and accepted; and
 - d. The County Attorney has stated that proper evidence of title has been presented and examined.
3. When installation of improvements is not required prior to approval of the final plat, there shall be written evidence that:
 - a. The Director has confirmed that all conditions for approval of the subdivision have been satisfied;
 - b. The Public Works Director has determined the appropriate amounts for security of the required roadway, park, and other public improvements;
 - c. The public sanitary sewer district has determined the appropriate amounts for security of the required sanitary sewer facilities;
 - d. The County Attorney has stated that proper evidence of title has been presented and examined;
 - e. A development agreement, if required, for the subdivision signed by the developer;
 - f. The appropriate financial securities have been established by the developer for the subdivision;
 - g. Evidence that any required easements in the approval of the subdivision, but not placed on the final plat as per Minnesota Statutes, Section 505.021 (such as pedestrian or conservation easements), have been recorded; and
 - h. Any outstanding fees with the county for the project have been paid.
 4. The applicant shall submit receipts for the payment in full of real estate taxes and assessments due and payable in the year in which the final plat shall be approved.
 5. A check payable to the St. Louis County Recorder in the amount of the required filing fee has been submitted.
 6. It shall be the responsibility of the subdivider to record the final plat with the St. Louis County Recorder's Office. Simultaneously, with the recording of the final plat, the Director shall record the development agreement and any dedication together with such legal documents as shall be required to be recorded by the County Attorney. The County Auditor shall make the final signature on the final plat after the appropriate documents and procedures listed above have been completed prior to the recording of the plat.
 7. If the developer has not recorded the final plat within one year of the County Board's approval, the county may rescind approval of the final plat. The Director shall give at least 10 business days written notice to the applicant prior to the action to rescind.

Section 10.5 Conservation Subdivision Plat

Conservation subdivision shall be done by platting. The process for review and approval of a conservation subdivision shall be the same as a preliminary plat as detailed in Section 10.3. A final plat shall be required.

Section 10.6 Environmental Review

Minnesota Law requires that projects that have the potential to cause significant environmental impacts must undergo special environmental review procedures prior to obtaining approvals and other needed permits. The function of the Minnesota Environmental Review Program is to avoid and minimize damage to Minnesota's environmental resources caused by public and private actions.

- A. The mandatory and exemption categories are established in Minnesota Rules, Sections 4410.4300, 4410.4400 and 4410.4600, or as amended by the State of Minnesota. Subdivision proposals that exceed the stated thresholds must complete the required environmental review process prior to the approval of the subdivision by the county.
- B. In the event that an Environmental Assessment Worksheet or an Environmental Impact Statement is required for a subdivision, the rules of the Environmental Quality Board shall govern the responsibility of the costs involved with the preparation and review of the documents. The county may hire an independent contractor to prepare the necessary documents. No application is deemed complete until a final environmental determination has been made by the Planning Commission or County Board.

ARTICLE XI ENFORCEMENT

Section 11.1 Violations Defined

All subdivisions of land within St. Louis County shall be done according to the provisions of this Ordinance. Any person, firm, corporation or other entity who violates or intentionally aids, advises, hires, counsels or conspires with or procures against another or others to violate or circumvent the requirements of this Ordinance shall be guilty of a misdemeanor. Each day the violation is continued shall constitute a separate offense. Prosecution for offenses under this Ordinance will be commenced upon the issuance of a citation. If the violation is fully cured within sixty days of the issuance of the citation, the prosecution shall be dismissed.

Section 11.2 Issuance of Permits

No St. Louis County land use, conditional use or sanitary permit shall be issued to any person, firm, corporation or other entity that participates in the violation of this Ordinance or has a pending unresolved violation of this Ordinance.

Section 11.3 Injunctive Relief

In addition to remedies in criminal law, St. Louis County may enforce all provisions of this Ordinance through such proceedings for injunctive relief as may be proper under the laws of Minnesota. The County Board, or any member thereof, upon notification from the Director, may initiate action to prevent, restrain, correct or abate violations or threatened violations. The County Board may, at a later date, vote to discontinue proceeding.

Section 11.4 Private Party Cause of Action

In the event St. Louis County chooses not to pursue an action for injunctive relief, any property owner negatively impacted by a violation of this Ordinance may bring an action to prevent, restrain, correct, or abate violations or threatened violations. The county shall be notified of such actions and shall not be made a party in the case.

ARTICLE XII SEPARABILITY

Section 12.1 Separability

Every section, provision or part of this Ordinance or any approval issued pursuant to this Ordinance is declared separable from every other section, provision or part thereof to the extent that if any section, provision or part of this Ordinance or any permit issued pursuant to this Ordinance shall be held invalid by a court of competent jurisdiction, it shall not invalidate any other section, provision, or part thereof.

Section 12.2 Supremacy

When any condition implied by this Ordinance on the use of land or buildings is more restrictive or less restrictive than applicable conditions imposed by statute, rules and regulations, other county ordinance or regulation or other jurisdiction, the more restrictive shall apply. The Ordinance does not abrogate any easements, restrictions or covenants imposed on the land by private declaration or agreement, but where such provisions are less restrictive than an applicable section of this Ordinance, the Ordinance shall prevail.

Section 12.3 Amendment

This Ordinance may be amended whenever the purpose of this Ordinance, as described in Section 2.2, would be best served by such amendment.

An amendment to this Ordinance may be initiated by the County Board or Planning Commission. An amendment not initiated by the Planning Commission shall be referred to it for study, hearing and report to the County Board.

Public hearings on amendments, including requirements of notice to the public, shall be conducted pursuant to Minnesota Statutes regulating the adoption of ordinances by counties.

Written notice of the public hearing on all amendments, along with the proposed amendment, shall be sent to the governing bodies of all towns and municipalities located within the county.

After conducting a public hearing on an amendment, the Planning Commission shall report to the County Board within 30 days of the close of the hearing. Upon filing of a report by the Planning Commission, the County Board, in the manner prescribed by Minnesota Statutes may, by

ordinance, adopt the amendment, any portion thereof, or make modifications provided the intent of the original amendment is not altered, as it deems advisable.

BOARD LETTER NO. 13 - 322

ENVIRONMENT & NATURAL RESOURCES COMMITTEE

AUGUST 6, 2013 BOARD AGENDA 9:40 A.M. PUBLIC HEARING

DATE: August 6, 2013 **RE:** Adopt Proposed Amendments
to St. Louis County Zoning
Ordinance No. 46, Zoning Maps

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 adopt proposed amendments to the St. Louis County Zoning Ordinance No. 46, Zoning Maps.

BACKGROUND:

The St. Louis County zoning maps were last updated in 1995. There have been some revisions through re-zonings that were conducted through public hearings or comprehensive plan changes. County electronic land records data have significantly improved since 1995. In March of 2011, the county completed the cadastral (parcel) layer project. This included the public land survey lines, location of municipal boundaries and individual parcels. Other electronic land record data has also become available such as location and classification of roads and Minnesota Department of Natural Resources lakes and streams.

The proposed changes to the zoning maps are not associated with zoning changes or rezoning, but are adjustments of coincidental lines. The proposed changes are minor adjustments aligning the zoning map with the cadastral (parcel) layer, road center lines and streams and lakes. In addition, changes are intended to make the maps more user-friendly.

The proposed zoning maps were reviewed by county staff from various departments, township and city officials, and the Planning Commission. Notice was sent to the cities and townships on March 25, 2013 asking them to review the maps and to provide any comments. Of those notified, 11 townships responded and no correspondence was received from the cities.

The main recommendations for changes were either clarification on roads or proposed zoning changes for future consideration. The St. Louis County Planning Commission initiated a public hearing on April 11, 2013 and requested a 60 day public comment period. The St. Louis County Planning Commission, on June 13, 2013, held a public hearing to consider amending Ordinance 46 regarding the proposed changes to the zoning maps.

The Planning Commission voted unanimously to recommend to the County Board, adoption of the zoning map amendments as proposed. The minutes from the April 11, 2013 and the June 13, 2013 St. Louis County Planning Commission meetings are attached. The maps were available for review and are maintained by the Planning and Community Development Department.

RECOMMENDATION:

It is recommended that the St. Louis County Board adopt St. Louis County Zoning Ordinance No. 46, zoning map amendments, as proposed. It is also recommended that the effective date be August 13, 2013.

**Adopt Proposed Amendments to St. Louis County Zoning Ordinance
No. 46, Zoning Maps**

BY COMMISSIONER _____

WHEREAS, The St. Louis County Planning Commission initiated zoning map amendments for St. Louis County Zoning Ordinance 46; and

WHEREAS, The St. Louis County Planning Commission, on June 13, 2013, held a public hearing to consider amending the zoning maps; and

WHEREAS, The St. Louis County Planning Commission recommends approval of the proposed amendments; and

WHEREAS, The St. Louis County Board held a public hearing on August 6, 2013 on the proposed amendments; and

WHEREAS, The proposed amendments have been available for review by the public, county staff and commissioners;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board amends St. Louis County Zoning Ordinance 46, Zoning Maps as proposed and consistent with the maps on file in the Planning and Community Development Department;

RESOLVED FURTHER, That the effective date will be August 13, 2013.

MINUTES OF A PUBLIC HEARING CONDUCTED BY THE ST. LOUIS COUNTY PLANNING COMMISSION THURSDAY, APRIL 11, 2013, NORTHLAND OFFICE BUILDING, THIRD FLOOR CONFERENCE ROOM

9:30 A.M. – 10:55 A.M.

Planning Commission members in attendance: Tom Coombe
Kurt Johnson
Sonya Pineo
Roger Skraba
Ray Svatos

Planning Commission members absent: Chris Dahlberg
Steve Kucera
Darlene Saumer
Diana Werschay

Decision/Minutes for the following public hearing matters are attached:

NEW BUSINESS:

St. Louis County Planning Commission, Ordinance 46, zoning map amendment. NW 1/4 of NW 1/4 of S14 and NE 1/4 of NE 1/4, S15, T53N, R16W (Unorganized).

OTHER BUSINESS:

Motion by Coombe/Svatos to approve the minutes of the March 14, 2013, meeting.

In Favor: Coombe, Johnson, Pineo, Skraba, Svatos – 5

Opposed: None – 0

Motion carried 5-0

Second generation zoning maps were mailed to each township for review on March 25, 2013. Of the 67 townships notified about the maps, four have contacted the Department regarding changes. The changes made to the maps are not associated with zoning changes, but more to correct typos and other edits to make the maps more user-friendly. The plan is to set the zoning maps out for public review and return to the Planning Commission in June 2013 to approve the maps.

Motion by Johnson/Svatos to set the second generation zoning maps for a 60 day public review and comment.

In Favor: Coombe, Johnson, Pineo, Skraba, Svatos – 5

Opposed: None – 0

Motion carried 5-0

The Planning Commission was asked to address their questions and concerns regarding the Ordinance 60 amendment. *Jenny Bourbonais*, St. Louis County Planner, discussed the next steps for the amendment. There would be a public review and comments for 60 days, from April until

June, with a possible public hearing before the Planning Commission in June and a County Board hearing in July.

Motion by Svatos/Johnson to move the Ordinance 60 amendment forward for 60 day public review and comment.

In Favor: Coombe, Johnson, Pineo, Skraba, Svatos – 5

Opposed: None – 0

Motion carried 5-0

Mary Anderson, Land Use Manager, updated the Planning Commission on current St. Louis County Planning and Community Development projects. One project is cleaning up current systems, including the combination of county data into one system. The second project is to combine the Planning Commission and Board of Adjustment committees into one group but still keep both processes separate, with a revision to the bylaws. It would be up to the County Board to approve the new format and approve ordinance changes accordingly.

The only hearing item was a zoning map amendment. NW 1/4 of NW 1/4 of S14 and NE 1/4 of NE 1/4, S15, T53N, R16W (Unorganized). *Tyler Lampella*, St. Louis County Planner, presented the staff report as follows:

1. The proposal is to rezone two 40 acre parcels from Forest and Agricultural Management (FAM)-1 to FAM-3. This was initiated by the Planning Commission at the January 10, 2013, hearing.
2. Staff has spoken with the neighboring landowner who owns the 40 acre parcel regarding the zoning change and they were not opposed to the proposal.
3. The concept map for the township shows the FAM-3 zoning extends to the two 40 acre parcels in question that are currently zoned FAM-1.
4. Northern Lights Surveying has spoken with staff and stated they will be going out to the property in question in order to reconfigure the lots.

STAFF CONCLUSIONS:

1. The proposed zoning shall be consistent with the comprehensive or land use plan adopted for the County. The procedure for amendments to the land use plan is discussed in Ordinance 27, Article III. The intended demarcation between the FAM-3 and FAM-1 zone districts is not clear based on the concept maps provided in the land use plan.
2. The proposed zoning shall not be spot zoning, which is zoning out of harmony with surrounding lots or parcels and the comprehensive or land use plan and without benefit to the community. The proposed zoning change is in harmony with abutting lots as it is an extension of the FAM-3 zone district.
3. There shall exist a clear public need for and benefit from additional zoning of the type proposed, which shall be above and beyond any benefit or convenience to the landowner. The public benefits by refinements to the zoning map whenever it clarifies an ambiguity, which is the intent of the current proposal.
4. Beyond a public need being evident, there shall be a showing that the public interest would be best served by rezoning the property in question rather than other property in

the community. The concept map in the land use plan is ambiguous as to the exact placement of the line between the FAM-3 and FAM-1 zone districts. This zoning map amendment is being done, at least in part, based on the fact that the subject area is served by a public road as are the properties to the north along the same road. It is not known that similar situations exist elsewhere in the community.

Tyler Lampella noted that there were no items of correspondence.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission forward the proposal to the County Board with the recommendation to approve the rezoning.

The *Planning Commission* discussed how the property was sold in the first place considering the buyer does not own buildings on the property they purchased.

DECISION

Motion by Pineo/Svatos to forward the proposal to the County Board with the recommendation to approve the rezoning.

In Favor: Coombe, Johnson, Pineo, Skraba, Svatos – 5

Opposed: None – 0

Motion carried 5-0

Motion to adjourn by Pineo. Meeting adjourned at 10:55 a.m.

MINUTES OF A PUBLIC HEARING CONDUCTED BY THE ST. LOUIS COUNTY PLANNING COMMISSION THURSDAY, JUNE 13, 2013, NORTHLAND OFFICE BUILDING, THIRD FLOOR CONFERENCE ROOM

9:30 A.M. – 11:35 A.M.

Planning Commission members in attendance: Tom Coombe
Kurt Johnson
Steve Kucera
Sonya Merhar
Diana Werschay

Planning Commission members absent: Chris Dahlberg
Ray Svatos
Roger Skraba

Decision/Minutes for the following public hearing matters are attached:

NEW BUSINESS:

- A. Headquarters RV Park, a conditional use permit for a commercial recreational vehicle (RV) park and mini storage business. Tract A, B, and C, RLS 95, S1, T66N, R17W (Portage).
- B. Derek Hawkinson, Hawkinson Construction Inc., a conditional use permit for a general purpose borrow pit. Lot 7 ex 7 ac for hwy and ex ry rt of w 4 acres & ex N of ry rt of way & part of SE 1/4 of SE 1/4 lying SEly of a line beginning 100 ft west of NE corner to a point on south line of said forty 200 ft east of SE corner & that part of Lot 8 lying S of ry rt of w ex 4 50/100ac for hwy, S27, T51N, R20W (Floodwood).
- C. St. Louis County Planning Commission, zoning maps update, a public hearing to consider comments on the amendment.
- D. Subdivision Ordinance 60 Amendment, a public hearing to consider comments on the proposed draft amendment.

OTHER BUSINESS:

Motion by Johnson/Werschay to approve the minutes of the May 9, 2013, meeting.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

The first hearing item was for Headquarters RV Park, a conditional use permit for a commercial RV park and commercial mini storage. Tract A, B and C, RLS 95, S1, T66N, R17W (Portage).

Jenny Bourbonais, St. Louis County Planner, presented the staff report on behalf of *Mark Lindhorst* as follows:

1. The proposal is for a commercial RV park with up to 40 camp sites. The proposal is also for a commercial mini storage.

2. There will be multiple utility buildings on the property, such as public shower/toilets, sauna and laundry building.
3. The property is located two miles south of the Crane Lake development area.
4. The property has good access to a major collector road.
5. The ministorage will be located on the southern part of the property.
6. The property has good screening which will minimize impact to the surrounding areas.

STAFF CONCLUSIONS:

1. The use conforms to the land use plan. The plan allows for an extension of waterfront commercial business to be allowed beyond the water front zone district. The proposal is approximately two miles south of Crane Lake and is consistent with that type of use.
2. The use is compatible with the existing neighborhood. The property adjoins public land to the east and several seasonal residences are located across the road and south of the property. The proposed site is located at the intersection of CSAH 24 and Nelson Road, which is within two miles of Crane Lake.
3. The use will not impede the normal and orderly development to the surrounding area. There are three seasonal residential properties located within one quarter mile of the proposal. The site has excellent screening, minimizing impacts to the surrounding area.
4. The location and character of the proposal is consistent with a desirable pattern of development. The proposal is within two miles of Crane Lake, which is a heavily developed lakeshore commercial area. This proposal will provide additional recreational vehicle sites away from the lake.

Jenny Bourbonais noted that there were two items of correspondence from John and Kathy Knox with noise concerns about the proposal and Theodore and Terri Smith opposed to the proposal.

STAFF RECOMMENDATION:

Staff recommends approval of a commercial campground and mini storage business. The following conditions shall apply:

Conditions precedent:

1. The applicant shall obtain approval for access from the appropriate road authority.

Conditions concurrent:

1. Lighting shall be directed downward in accordance with dark sky standards.
2. The applicant shall comply with all county, state and federal regulations.
3. Signs shall be in accordance with St. Louis County Zoning Ordinance 46.
4. The applicant shall comply with the Minnesota Accessibility Code.
5. St. Louis County on-site sewage treatment regulations shall be followed.
6. Lot coverage shall not exceed 25 percent.
7. Maintain vegetative screening along the road.

Brad Sokoloski, the applicant, stated the intent was to make a private campground with good tree coverage for increased privacy. He has no intention of adding all 40 sites. It was determined that 40 sites are what the septic would allow. He intends to add enough sites to the loop in order to keep privacy. The first phase is to add a ten-unit septic system and see how that goes before adding more. This would include his personal RV site as well as sites set aside for family. As far

as the noise concerns, every unit will be kept away from the road. There is a hill on the property and the sites would be located behind the hill, which would limit noise. The campground will also be seasonal from May through October. The whole area is based on and is dependent upon tourism.

One member of the audience spoke in opposition.

Tim Johnston, 7544 Gold Coast Road, stated that he is not in the tourism business and lives on his property year-round. His property is located across the road from the proposed site. They chose their spot for the peace and quiet. His concern is about the noise level as he can currently hear the neighbors with the windows open. He also believes that the campground will have a negative effect on his property value.

The *Planning Commission* discussed the following:

- A. Inquired about the Minnesota Accessibility Code. *Jenny Bourbonais* stated there are state regulations and requirements for both the campground and mini storage.
- B. Inquired about lot coverage. *Jenny Bourbonais* stated that the 25 percent lot coverage allowed would include all buildings and impervious surfaces.
- C. Inquired if there are stipulations for mandatory quiet time by the state or county. *Mary Anderson* stated that there are none, but the Planning Commission could make this a condition.
- D. Stated there are campgrounds that exist where there is quiet time established and it does work.
- E. A condition that the conditional use permit is up for review after three years if there are any problems. *Mary Anderson* stated that if the applicant does not meet the conditions of the permit, they will be given the chance to fix the problem and could be brought before the Commission after that if the applicant still does not meet the conditions of approval.
- F. The definition of quiet time. *Diana Werschay*, Commission member, stated this is more an issue of common sense and would be the responsibility of the applicant to define quiet time.

DECISION

Motion by Coombe/Johnson to approve a conditional use permit for a commercial campground and mini storage business based on staff recommendations and conclusions. The following conditions shall apply:

Conditions precedent:

1. The applicant shall obtain approval for access from the appropriate road authority.

Conditions concurrent:

1. Lighting shall be directed downward in accordance with dark sky standards.
2. The applicant shall comply with all county, state and federal regulations.
3. Signs shall be in accordance with St. Louis County Zoning Ordinance 46.
4. The applicant shall comply with the Minnesota Accessibility Code.
5. St. Louis County on-site sewage treatment regulations shall be followed.
6. Lot coverage shall not exceed 25 percent.
7. Maintain vegetative screening along the road.

8. Quiet time shall be at 10 p.m. in the campground.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

The second hearing item was for Hawkinson Construction Inc., a conditional use permit for a general purpose borrow pit. Lot 7 ex 7 ac for hwy and ex ry rt of w 4 acres & ex N of ry rt of way & part of SE 1/4 of SE 1/4 lying SEly of a line beginning 100 ft west of NE corner to a point on south line of said forty 200 ft east of SE corner & that part of Lot 8 lying S of ry rt of w ex 4 50/100ac for hwy, S27, T51N, R20W (Floodwood). *Jenny Bourbonais*, St. Louis County Planner, presented the staff report on behalf of *Mark Lindhorst* as follows:

1. The proposal is for a general purpose borrow pit to include crushing, washing, portable hot mix, and recycling of asphalt and concrete.
2. There will be 40,000 cubic yards of excavation per year.
3. There will be a maximum of 250 trucks per day.
4. The site has been approved for two public works pits.
5. There is shared road access with the Minnesota Department of Transportation (MNDOT) borrow pit.
6. The St. Louis River is located across the road, approximately 550 feet away.

STAFF CONCLUSIONS:

1. The use conforms to the land use plan. The plan states that an extractive use site and restoration plan must be approved by the county and followed over the course of the operation. The plan must address dust, noise, and pollutant discharge. The location of the pit shall meet the required structure setback for the identified river class. The proposal includes a reclamation plan and is located approximately 550 feet from the river. State Highway 2 and a railroad are located between the proposed pit and the St. Louis River. The required structure setback for the river is 200 feet.
2. The use is compatible with the existing neighborhood. The Minnesota Department of Transportation operates a borrow pit adjacent to the proposal. They also share the access off of State Highway 2. The property received a public works borrow pit permit in 2008 and a current permit in 2013.
3. The use will not impede the normal and orderly development or improvement to the surrounding area. This site has historically seen borrow pit activity with the current state pit and both past and present public works permits. The property is accessed off of a paved road, limiting dust impacts to the surrounding area.
4. The location and character of the proposal is consistent with a desirable pattern of development. There is limited residential development near the proposal. The historic use as a borrow pit will continue.

Jenny Bourbonais noted no items of correspondence.

STAFF RECOMMENDATION:

Staff recommends approval of a general purpose borrow pit including portable hot mix and recycling of asphalt and concrete. The following conditions shall apply:

Conditions precedent:

1. The applicant shall obtain approval for access from the appropriate road authority.
2. Financial assurance for reclamation shall be required that equals \$10,000 plus \$2,000 per acre of disturbed area.

Conditions concurrent:

3. All minimum standards of the county borrow pit section of the zoning ordinance be followed by the applicant and all those utilizing the borrow pit. The operator and users of the pit shall sign an affidavit acknowledging that they have read the conditions of this permit and the minimum standards of the zoning ordinance.

Derek Hawkinson, the applicant, stated that there is currently a public works permit on the property. If they get approval for a conditional use permit and follow conditions, they do not need to get a public works permit every two years. Currently, they need to clear stockpiles when their public works permit expires. This would not be the case, if approved for a general purpose pit.

The *Planning Commission* discussed the following:

- A. Inquired about the public works pit. *Jenny Bourbonais* stated that the public works permit was approved for two public works projects on the pit.
- B. Inquired about the process of recycling. *Derek Hawkinson* stated that concrete is crushed and iron is removed and sold for scrap. They also recycle one hundred percent of asphalt.

No audience members spoke regarding this proposal.

DECISION

Motion by Kucera/Werschay to approve a conditional use permit for a general purpose borrow pit including portable hot mix and recycling of asphalt and concrete based on staff recommendations and conclusions. The following conditions shall apply:

Conditions precedent:

1. The applicant shall obtain approval for access from the appropriate road authority.
2. Financial assurance for reclamation shall be required that equals \$10,000 plus \$2,000 per acre of disturbed area.

Conditions concurrent:

3. All minimum standards of the county borrow pit section of the zoning ordinance be followed by the applicant and all those utilizing the borrow pit. The operator and users of the pit shall sign an affidavit acknowledging that they have read the conditions of this permit and the minimum standards of the zoning ordinance.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

The third hearing item was for the zoning maps amendment, a public hearing to consider comments on the amendment. *Jenny Bourbonais* reviewed the staff report as follows:

1. Most zoning maps in the county were last updated in 1995 through 1996. The exceptions are re-zonings that went through public hearing or comprehensive plan changes like the Vermilion Plan.
2. Since the maps were updated, county data has become more complete and accurate with the Cadastral (Parcel) Project completed in March 2011, including public land survey lines, location of municipal boundaries and the location of parcels. Other accurate data was also collected, including the location and classification of roads, railroads, and the location and DNR classification of lakes and streams.
3. The changes made to the maps are not associated with zoning changes or rezoning, but are adjustments to coincidental lines.
4. The changes to the maps are intended to make the maps more user-friendly.
5. With the advanced data, the process began with each planner reviewing a certain number of maps and providing comments and edits. Managers reviewed the full set of maps and provided additional comments and edits.
6. The changes and edits were put into two categories. One category was for items that could be fixed now, such as road realignments and stream buffers. The second category was for items that could be discussed later in a more comprehensive planning effort.
7. Notices were sent to all township supervisors on March 25, 2013 asking for review and comments on the changes and edits.
8. The Planning Commission had a second generation zoning map workshop on May 9, 2013, explaining the changes as well as providing a panel available for answering questions.
9. A second notice was sent on May 30, 2013 asking for additional comments as well as providing the time for the public hearing.

Jenny Bourbonais noted two additional items of correspondence received from Len Cersine in the Town of Morse and the Town of Wuori. Comments had been previously received from the Towns of Breitung, Cotton, Field, Morcom, Ness, and Waasa.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission accept the zoning map changes and updates and forward on to the St. Louis County Board for approval.

The *Planning Commission* discussed the new road classifications. Their concern is that the new classification is too difficult. *Jenny Bourbonais* stated that staff has the ability to look up and determine the exact classification of any road if anyone has a question about roads.

DECISION:

Motion by Coombe/Werschay to accept the zoning map changes and updates and to forward to the St. Louis County Board with the recommendation for approval.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

The fourth hearing item was the Subdivision Ordinance 60 amendment, a public hearing to consider comments on the proposed draft amendment. *Jenny Bourbonais* reviewed the staff report as follows:

1. Staff is reviewing Ordinance 60 and found need for a mechanism for small subdivision projects that are not required to meet all standards of MN Statute 505.
2. Beside staff's suggested amendments, the latest suggested changes have come from St. Louis County Attorney Tom Stanley.
3. The changes include some edits, slight revisions, cleaning up language and fixing typos and grammar.
4. The Planning Commission formed a subcommittee and met four times in order to discuss the changes with staff. On April 11, the full Planning Commission met to review proposed Ordinance 60 amendment language.
5. Notices were sent to all St. Louis County townships and cities on April 16, 2013, along with realtors, attorneys and surveyors for a public comment period. Notices were sent to the same parties for public review on May 30, 2013.
6. During the public review period, additional staff changes were made as a response to public comment. Additional changes have been made after comments were received from St. Louis County Attorney Tom Stanley.
7. An additional change to add in an administrative process for performance standard subdivisions will be added to Article X before Ordinance 60 is forwarded to the St. Louis County Board.

Jenny Bourbonais noted two items of correspondence from Tom O'Malley, St. Louis County Surveyor, and Steven Lotz, whose comments were addressed in the amendment.

STAFF RECOMMENDATION:

Staff recommends that the Planning Commission accept the proposed Subdivision Ordinance 60 amendments and forward to the St. Louis County Board for adoption.

The *Planning Commission* discussed the following:

- A. Inquired about the 4.5 acre minimum for a performance standard subdivision. *Jenny Bourbonais* stated that the number is based on zoning and previous subdivision ordinances. This is a size that was previously allowed as an exemption. It also has to do with septic capability. *Mary Anderson*, Land Use Manager, stated that if the lots were any smaller, they should be platted. Anything less than 4.5 acres creates more density.
- B. The definition of a parent parcel and subdividing a parent parcel beyond the performance standard subdivision. *Mary Anderson* stated that as of the date the ordinance is approved, the lot needs to be created before Ordinance 60 goes into effect. The parcel can only be further subdivided if it goes through a platting process. *Jenny Bourbonais* stated that the landowner would need to go through a different process for further subdividing land.
- C. Inquired about court-ordered subdivision and whether or not a landowner can leave acreage to their children. *Mary Anderson* stated that it would depend upon the amount of road frontage available. *Jenny Bourbonais* added that even if the court ordered the subdivision, it does not mean that staff would issue land use permits. To build may require a variance if the parcels do not meet minimum zoning standards.

DECISION:

Motion by Coombe/Johnson to accept the Subdivision Ordinance 60 amendments and to forward to the St. Louis County Board for adoption with a one year review by the St. Louis County Planning Commission in effect after the date of adoption and the addition of the administrative process for performance standard subdivisions.

In Favor: Coombe, Johnson, Kucera, Merhar, Werschay – 5

Opposed: None – 0

Motion carried 5-0

Motion to adjourn by Johnson. Meeting adjourned at 11:35 a.m.

Sale of Surplus Fee Land – Section 13, T54N, R17W (Cotton Township)

BY COMMISSIONER _____

WHEREAS, The Property Management Team had identified the following described property as surplus county fee owned land and was advertised for sale and bids were received:

Beginning at a point Eight Hundred (800) Feet West of the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ - SW $\frac{1}{4}$), Section 13, Township 54 North, Range 17 West, of the Fourth Principal Meridian, thence due North for a distance of Seven Hundred Ninety-two (792) Feet; thence due West for a distance of Two Hundred Twenty (220) Feet; thence due South for a distance of Seven Hundred ninety-two (792) Feet to the South line of the NE $\frac{1}{4}$ - SW $\frac{1}{4}$; thence due East along said South line Two Hundred Twenty (220) Feet to the point of beginning. Said parcel containing 4.0 acres. Parcel Code: 305-0020-02255

And

Beginning at a point 1020 feet West of the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ - SW $\frac{1}{4}$), Section 13, Township 54 North, Range 17 West, of the Fourth Principal Meridian, thence due North for a distance of Seven Hundred Ninety-two (792) Feet to a point; thence due West for a distance of One Hundred Ten Feet to a point; thence due South for a distance of Seven Hundred ninety-two (792) Feet to the South line of the NE $\frac{1}{4}$ - SW $\frac{1}{4}$; thence due East along said South line One Hundred Ten (110) Feet to the point of beginning. Said parcel containing 2.0 acres. Parcel Code: 305-0020-02254

WHEREAS, Russell A. Korpi of Cotton, MN submitted the highest bid of \$16,213.00 for the parcel.

THEREFORE, BE IT RESOLVED, That pursuant to the requirements and procedures of Minn. Stat. § 373.01, the St. Louis County Board authorizes the appropriate county officials to execute a quit claim deed, conveying the above listed property to Russell A. Korpi, for the high bid amount of \$16,213.00, payable to Fund 100, Agency 128014, Object 583100. Buyer is responsible for deed tax and recording fees.

St. Louis County Fee Owned Land, Potential Public Sale
St. Louis County Property Management Dept.
Cotton Township Parcel Bug Creek Road



Parcel Code: 305-0020-02254 & 02255

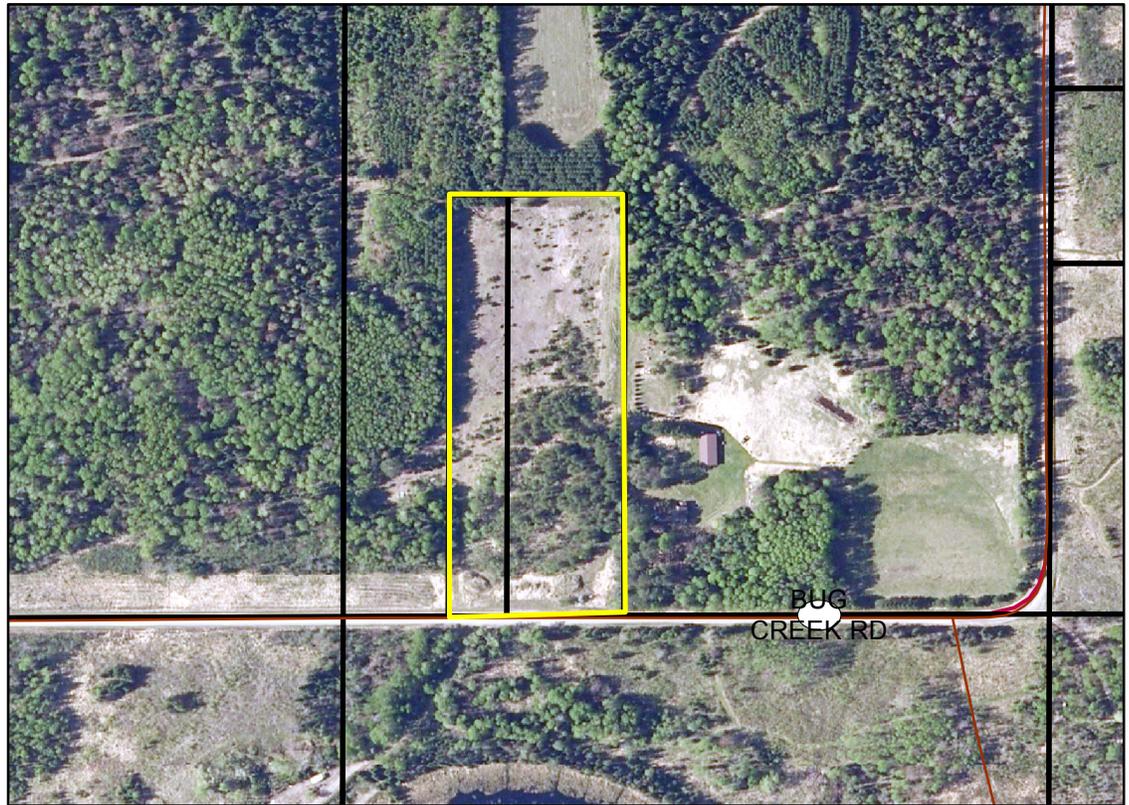
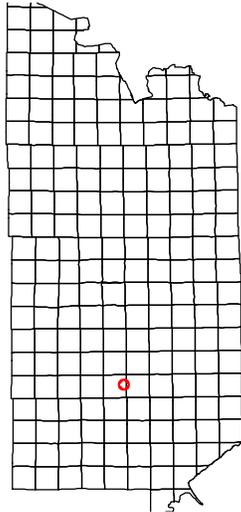
Address: 7251 Bug Creek Road, CR # 973

Acres: 6

Commissioner District # 6

Maintenance District # 6

Legal Description: Part of NE 1/4 of SW 1/4 Section 13,
T54N, R17W.



Parcel Specifications: The property was used for gravel pit purposes. No further material suitable for roadway use is left. No gravel has been removed in the last 25 years. There are remaining unsloped banks which were left after gravel removal ceased. Trees have grown up on areas of the property but the pit floor has only scattered trees and not much other vegetation which is typical after gravel and topsoil have been removed. There is a root cellar located in the southwest corner of the property which is in poor condition and should be removed if the property remains in the counties ownership.

Acquisition History: This is a 6 acre parcel which was acquired by two separate deeds from Anna Margaret Soderlund. A four acre parcel was acquired on January 26, 1967 and an additional 2 acres was acquired February 5, 1973.

Current County Assessed Value: \$3,600 for both parcels.

Zoning: Parcel is zoned RES-5 and meets dimensional standards.

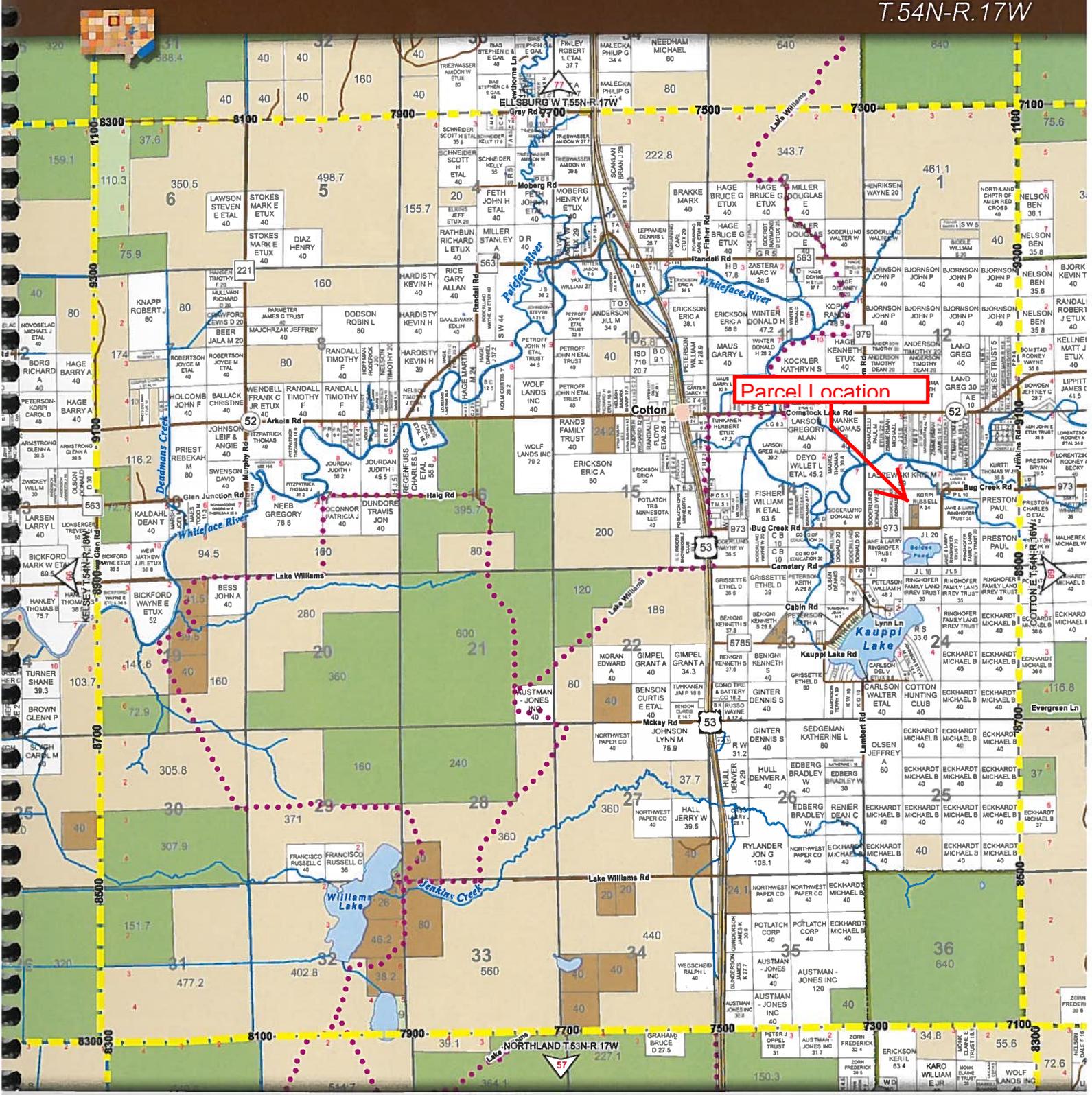
Utilities: Overhead Power is available.

Recommendation: It is recommended to place property up for bid. Minimum bid will be \$3,600 Right of Way will be reserved prior to sale. Adjoining owners will be notified of the sale.

Mark J. Hudson
Right of Way Agent
St. Louis County Property Management
100 North 5th Avenue West RM 2
218-726-2356
218-343-3505 cell
hudsonm@stlouiscountymn.gov

COTTON (W)

T.54N-R.17W



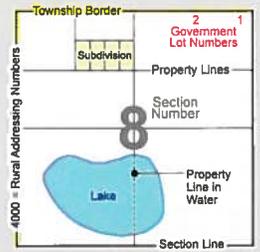
LEGEND

- CITY
- INTERSTATE HIGHWAY
- US HIGHWAY
- MINNESOTA HIGHWAY
- COUNTY ROADS
- LOCAL ROADS
- RAILROADS
- STATE TRAILS
- CARRY-IN
- BOAT LAUNCH
- USA
- STATE OF MINNESOTA
- STATE OF MN TAX FORFEIT
- ST. LOUIS COUNTY
- PRIVATE
- SUBDIVISION
- SECTION
- COUNTY
- MUNICIPALITY
- LAKE
- PIT LAKE
- DRY LAKE BED
- RIVER/STREAM
- VOYAGEURS NATIONAL PARK
- RESERVATION
- NATIONAL FOREST
- STATE FOREST
- STATE PARK
- BOUNDARY WATERS CANOE AREA WILDERNESS



OWNERSHIP ABBREVIATIONS
 ETAL= AND OTHERS
 ETUX= AND WIFE
 ETVR= AND HUSBAND
 PRTH= PARTNERSHIP
 TRS= TRUSTEES
 TR= TRUST
 REV TR= REVOCABLE TRUST
 IRREV TR= IRREVOCABLE TRUST

ROAD NAME ABBREVIATIONS
 AVE= AVENUE
 BLVD= BOULEVARD
 CL= CIRCLE
 CT= COURT
 DR= DRIVE
 LP= LOOP
 EXP= EXPRESSWAY
 HWY= HIGHWAY
 LN= LANE
 PKWY= PARKWAY
 PL= PLACE
 RD= ROAD
 ST= STREET
 TER= TERRACE
 TR= TRAIL
 WY= WAY



- | | | |
|----|----------------------------|--------------------|
| 1. | Hal Nathan Thompson | Gilbert, MN |
| 2. | Valerie J. Strukel | Eveleth, MN |
| 3. | Barbara L. MacDonald | Hibbing, MN |
| 4. | Richard E. Pierce | Embarrass, MN |
| 5. | Scott K. Johnson | Duluth, MN |
| 6. | Floyd P. Ralph | Duluth, MN |

RECOMMENDATION:

It is recommended that the St. Louis County Board appoint two persons to the Heading Home St. Louis County Leadership Council to fill two (2) open At-Large positions:

_____	At-Large Representative
_____	At-Large Representative

REPLACEMENT RESOLUTION

Appointments to the Heading Home St. Louis County Leadership Council

BY COMMISSIONER _____

WHEREAS, On June 14, 2011, the St. Louis County Board adopted Resolution No. 11-339 changing the committee structure of the Heading Home St. Louis County Ten Year Plan to End Homelessness; and

WHEREAS, Nine of the fifteen members of the Heading Home St. Louis County Leadership Council are appointed by the St. Louis County Board of Commissioners and six members are appointed by the Duluth City Council; and

WHEREAS, Two (2) At-Large openings currently exist which would fill the nine (9) appointments available to St. Louis County;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board appoints the following persons to the Heading Home St. Louis County Leadership Council to fill two (2) open At-Large positions:

_____	At-Large Representative
_____	At-Large Representative

Heading Home Leadership Team

Updated: 8/2013

<i>Leadership Council Position</i>	<i>Appointment</i>	<i>Term Ends</i>	<i>Name</i>	<i>Employer</i>	<i>E-mail address</i>
State of MN (MN Interagency Council on Homeless)	St. Louis County	12/31/2013	Ji-Young Choi	Minnesota Housing Finance Agency (MHFA)	Ji-young.choi@state.mn.us
Education Representative	City of Duluth	03/31/2015	Debi Wagner	ISD 709 Homeless Liaison	Deb.wagner@duluth.k12.mn.us
Rural Housing Coalition Representative	St. Louis County	12/31/2012	Adam Venne	Range Transitional Housing	adam@rthousing.org
At-Large Representative	St. Louis County	12/31/2014	Richard Wolff	Hibbing Social Security	Richard.Wolff@ssa.gov
Corrections Representative	St. Louis County	12/31/2014	Joe Gregorich	St. Louis County jail	gregorichj@stlouiscountymn.gov
Business Community	St. Louis County	12/31/2014	Allan Lian	Minnesota Power	alian@mnpower.com
At-Large R Representative	St. Louis County				
Homeless Advocate	St. Louis County	12/31/2013	Edie Carr	Northern & Southern Family Services Collaborative	ecarr@isd2142.k12.mn.us
Bois Forte Reservation Representative	St. Louis County	12/31/2013	Virgil Sohm	Bois Forte Behavioral Health	vsohm@boisforte-nsn.gov

Veterans Representative	City of Duluth			Veterans Representative	
Fond du Lac Reservation Representative	City of Duluth	3/31/2014	Kathryn King	Fond du Lac	
Formerly Homeless Representative	City of Duluth	3/31/2014	Scott Yeazle	Twin Ports Action Coalition	syeazle@gmail.com
Faith Community Representative	City of Duluth	3/31/2015	Fred Lund	Faith community	revlund@msn.com
At-Large Representative	St. Louis County				
Affordable Housing Coalition Representative	City of Duluth	3/31/2012	Lynn Gerlach-Collard	Lutheran Social Services Renaissance program	Lynn.Gerlach-Collard@lssmn.org
Ad Hoc – St. Louis County board	St. Louis County				
Ad Hoc – City of Duluth City Council	City of Duluth				



Application For: Headline Home & St. Louis County Citizen Advisory Board

Application For:

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

Applicant Name:

THOMASON HAL NATHAN

Mr. Mrs. Ms.

Last Name First Name Middle Initial

Home Address:

6758 ELM DR

Street GILBERT MN 55771

City State Zip

Telephone/Fax/
E-Mail:

218-865-4646, 218-750-7443, 218-742-9799

Home Work Fax E-mail Address

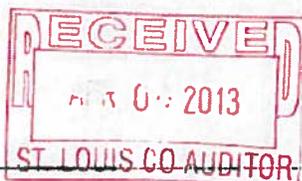
NATHAN@NSLC.HFH-ORG

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

12 YEARS

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

Committee to End Homelessness - St. Louis County (past)
Rural Housing Coalition - Virginia MN (past)
Habitat for Humanity of Minnesota board member - Minneapolis (present)
Virginia Ministerial Society - Virginia MN (present)
Virginia Rotary Club - Virginia MN (present)
Embarrass Evangelical Free Church leadership board - Embarrass MN (present)



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

We are in difficult economic times which require care and discernment in the decision making process especially when it comes to supporting those most in need in our county. It would be a great privilege to bring my skills from the non-profit affordable housing sector and the community of faith to the Heading Home St. Louis County Citizen Advisory Board to assist in any way I can to meet the needs our our neighbors.

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

Pastoral/Missions B.A. from Calvary Bible College in Kansas City, MO 1990. Mission work in South Texas '91-'98. Sykes Enterprises in Eveleth MN 2000-2003 ending with the position of Account Manager. Executive Director of North St. Louis Co. Habitat - 2003 to present. Skills: non-profit management, strategic planning, fund-raising, volunteer management, home construction, real estate and public speaking.

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

It was a privilege to be a founding member of the Committee to End Homelessness. I made the transition off of this committee as the new Heading Home St. Louis County Citizen Advisory Board was formed. It would be a great pleasure to serve our neighbors in St. Louis County if given the opportunity to join the advisory board.

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

Franklin 1127 1st St. d. Farbarman, MN 55732 218/434-3045
Jack Wolff 2810 W. 1st St. A. Hibbing, MN 55745 218/327-6516

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

Signature:

[Redacted Signature]

Date

2-26-13

THANK YOU!

[Redacted Form Section]

RECEIVED

MAY 29 2013

St. Louis CO. Auditor



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: Heading Home Leadership Council

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

Applicant Name: Strukel Valerie J. Mr. Mrs. Ms.
Last Name First Name Middle Initial

Home Address: 202 Fayal Road
Street
Eveleth MN 55734
City State Zip

Telephone/Fax/ E-Mail: 218-744-5136/218-750-0196 vstrukel@gmail.com
Home Work Fax E-mail Address

1. How long have you lived in St. Louis County? 26 years
2. List other community groups, boards, committees, or commissions for which you are, or have been a member?

Community Connect Committee for Rural St. Louis County
Empty Bowl Committee - Fundraiser for Homeless
Heading Home St. Louis County Committee
Outreach Committee - Hope Community Presbyterian Church
Deacon - Hope Community Presbyterina Church
District Lead for Joint Religious Legislative Coalition (JRLC)
Rural Housing Coalition
DFL Senate District 6 Board of Directors
Scriptmist

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

Great deal of professional experience in the homelessness field . As a victim of domestic violence, I have experienced the challenges faced by people experiencing homelessness. I am the Northeast Fellow Advocate for the MN Coalition for the Homeless. The Coalition is a statewide organization committed to ending homelessness by ensuring community supports are in place to prevent and address its root causes.

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

Employed at Arrowhead Economic Opportunity Agency (AEOA) for 26 years, starting out as an Outreach Worker and moving up to Program Manager of Homeless Services and Basic Needs. Through working at an agency that offers various services, I realize that people experiencing homelessness need various supportive services such as employment and training, transportation as well as having their basic needs met.

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

Since leaving AEOA, I have continued to volunteer with events such as Community Connect and Empty Bowl. These events bring awareness or provide support for homelessness. Throughout the years, I have witnessed the evolution of the delivery of homeless services and resources that are available. I believe that everyone deserves a safe, affordable place to live.

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

Harlan Tardy 702 3rd Ave. So., Virginia, MN 55792 218-748-7321

Rick Klun 1051/2 W. 1st St, Duluth, MN 55802 218-722-7161

Patt Bech 222 E. Superior St, Duluth, MN 55802 218-525-4957

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

Signature:

Valerie Strubel

Date

5/29/2013

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

OR e-mail at: larsonb@stlouiscountymn.gov

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:

Homeless Commission

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

Applicant Name:

MacDonald, Barbara L
Last Name First Name Middle Initial

Mr. Mrs. Ms.

Home Address:

710 Michigan Street
Street

Slipping
City

MN
State

55746
Zip

Telephone/Fax/
E-Mail:

218-263-9423

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?

I was a volunteer with Range Women's Advocates,
an intern for Legal Aid
a parent advisor for Jobs Daughters
an aid to the Church Pastor for Confirmation

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

I like to be useful.

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

A.A. in Sociology : A.A.S. in Paralegal :
Certificate for Personal Care Assistant : Cosmetology
License. I have an interest in History
and Archeology

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

I am a strong supporter of Veterans.
I've cared for a mother with dementia
and a father with alzheimers. It's taught
me compassion. I raised a child alone too.

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

Sylvia Alberg, 605 3rd St. N.W. Chisholm MN. 55719 254-2132
Madlyn Kafave 12731 Hwy 16 Libbing MN 55746 263-9421

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

Signature:

Barbara MacDonald

Date

1/11/13

THANK YOU!

Page 2 of 2

Office Use Only

Date Received

Appointment Date

Date Entered

Term End Date

Commissioner District

Retention Date

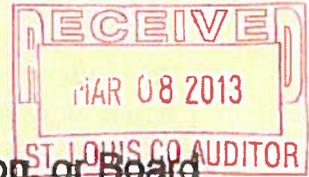
Appointed: Yes No

Committee/Board/Commission



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.

Revised 1-2008
APP-CACCB

Application For:

Homelessness Leadership Council

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

Applicant Name:

Pierce

Richard E.

Mr. Mrs. Ms.

Last Name

First Name

Middle Initial

Home Address:

7839 Hill Top Rd.

Street

Embarcadero

MN.

55232

City

State

Zip

Telephone/Fax/

E-Mail:

Home

Work

Fax

E-mail Address

218-290-5370

rpierce@1502142.k12.mn.us

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

24 years.

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

VINE: volunteer in education Board member
FOOZML: educator Physics Chemistry Instructor, Transportation
Bobbitt Conservation club member at Construction site
(vocational) Training with Aviation the mag net.
Please see Duluth News Trib for February 20th 2013
"Northland Needs Aviation Mechanics" February 22nd 2013

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

The quality background in the career path that I have chosen leads me in a direction to broaden my committee support member. My understanding of a committee board's objective.

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

B.A.S. Duluth Mn. University - Physical Science Degree Physics/Chem
A.A.P. Northland College
A.A.S. Vermilion Community College Honor
5-8 Science B.S.U. Summer Science Institute.

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

Good at math, can write but not spell, work well with youth, not sure.
Business Owner
Farmer - reluctant 😊

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

Kevin Abrahamer 1002141 Curr Development kabrachman@100blive.com
Dr. John Trueborn B.S.U. on Art Dept 757-3323
Vint director

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

Signature:

Date

01/07/13

THANK YOU!

Page 2 of 2

Office Use Only

Date Received

Appointment Date

Date Entered

Term End Date

Commissioner District

Retention Date

Appointed: Yes No

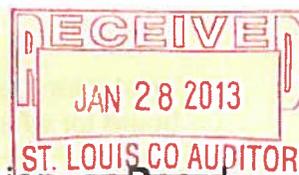
Committee/Board/Commission:



Revised 1-2008
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: Homeless Programs Leadership Council

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

Applicant Name: Johnson Scott K. Mr. Mrs. Ms.
Last Name First Name Middle Initial

Home Address: 4362 W. Calvary Rd.
Street
Duluth MN 55803
City State Zip

Telephone/Fax/ E-Mail: 715-817-4531 218-302-8712 218-728-4404 scott.johnson@hplc.org
Home Work Fax E-mail Address

1. How long have you lived in St. Louis County? 10 months

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

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

I am interested in being a part of this council to help solve homelessness, as housing is one of our most basic and vital needs. Homelessness can shorten life spans, cause death, and greatly increase one's chances of significant mental and physical health impairments. Unfortunately, it is often experienced by those who are already among the most vulnerable. In my career and educational pursuits I believe I have gained perspectives that would be useful to this council, and I hope to be a part of the council so I can be more directly involved in this vital community issue

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

My primary areas of expertise in my work as a psychotherapist at HDC are treatment of trauma, co-occurring mental illness and substance abuse, and motivational interviewing. Additional interests are anxiety disorders and their treatments, harm reduction, and housing first principles. I have worked with homeless in a variety of settings and graduated with my MSW in 2011. Please see my attached resume for more detailed information about my educational and work experience

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

I have worked with homeless populations in a variety of settings and locations, and continue to work frequently with people experiencing homelessness as a psychotherapist in a community mental health center. I have been interested in applying for this council since it was advertised last year, but at the time was not a St. Louis County resident. I am excited to be able to apply this year.

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

Carolyn Phelps, PhD, LP - 1401 E. 1st St. Duluth, MN 55805 218-730-2360

Joanne Mctiernan, LMSW - 505 Eighth Avenue, 5th Floor New York, NY 10018

917-456-232

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

Signature:

 _____

Date

1/29/13

THANK YOU!

Page 2 of 2

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:

HOMELESSNESS PROGRAM LEADERSHIP COUNCIL

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

Applicant Name:

RALPH, FLOYD P.

Mr. Mrs. Ms.

Last Name First Name Middle Initial

Home Address:

128 So. 68 Ave. West

Street

Duluth

MN

55807-2234

City

State

Zip

Telephone/Fax/
E-Mail:

(218) 624-4657 (218) 782-2727 floyd.ralph@essentiahealth.org

Home

Work

Fax

E-mail Address

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

59 years

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

Essentia Health Employee Giving Committee
Community Development Block Grant Program
Duluth Political Action Community
Internal Revenue Service
Toys for Tots
Katrina Relief
Twenty Year Letter

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

By becoming a member of the Homelessness Program Leadership Council I hope I will be able to say that I stepped up and helped to end the plight of powerless people in Duluth.

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

See Attached Resume

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

You should find me striving to be the best that I can be and giving 100% of my talents to see a positive result to end a task.

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

FlorAnne Nyquist, 1822 Springvale Rd, Duluth, MN 55811 (218) 722-5450

Michael Talarico, 313 North Central Ave, Duluth, MN 55807 (218) 628-1055

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

Signature:



Date

Dec 31, 2012

THANK YOU!

Page 2 of 2

Office Use Only

Date Received

Appointment Date

Date Entered

Term End Date

Commissioner District

Retention Date

Appointed: Yes No

Committee/Board/Commission:

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the Minnesota Department of Natural Resources acquisition of private lands for designation as an addition to the Burntside Islands Scientific and Natural Area.

Addition to Burntside Islands Scientific and Natural Area

BY COMMISSIONER _____

WHEREAS, In accordance with 2004 Minn. Sess. Law Serv. Ch. 262, Sec. 3 (West), Amending Minn. Stat. Sec. 84.033 (2002), the Commissioner of the Department of Natural Resources on July 30, 2013, provided the St. Louis County Board with a description of lands to be designated by the State of Minnesota as a Scientific and Natural Area; and

WHEREAS, The lands to be designated are described as follows:

Government Lot Eight (8), Section Twenty-nine (29), Township Sixty-three (63) North, Range Thirteen (13) West of the Fourth Principal Meridian, according to the Government Survey thereof.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the Minnesota Department of Natural Resources proposed designation of these lands as an addition to the Burntside Islands Scientific and Natural Area.

Proposed DNR Acquisition as an Addition to the Burntside Islands Scientific and Natural Area (SNA)

- **Scientific and natural areas** are part of the state Outdoor Recreation System created by the Minnesota Legislature. To date there are 159 SNAs across the state – including 7 in St. Louis County: Eagle’s Nest Island No. 4 SNA, Lost Lake Peatland SNA, Big Island SNA, Minnesota Point Pine Forest SNA, Moose Mountain SNA, Purvis Lake – Ober Foundation SNA, and of course Burntside Islands SNA. SNAs are a state land unit, like state parks or wildlife management areas, but with a different emphasis. The purpose of SNAs is to protect the best of Minnesota’s remaining natural heritage such as rare species, native prairies, old-growth forests, and significant landforms and geologic features. The SNA Program’s goal is to ensure that rare features persist in each region of the state. Additional information on scientific and natural areas may be found on the DNR Web site at www.dnr.state.mn.us/snas.

- **The Proposed Addition to Burntside Islands SNA** includes three closely-spaced islands on the west end of Burntside Lake. The closest island lies only 425 feet east of Snellman Island, part of the existing Burntside Islands SNA. The proposed purchase is also within sight of Listening Point, where Sigurd Olson wrote many of his books on conservation. The DNR intends to purchase these tracts from The Trust for Public Land (TPL) with funds from the Reinvest in Minnesota (RIM) critical habitat match program. TPL is donating half of the value – which creates the RIM credits that will pay them for the other half of the value.

- **The Burntside Islands Ecological Site** is characterized by two dominant native plant communities: **White Pine – Red Pine Forest** (FDn43a) and **Aspen-Birch Forest** (FDn43b). The Gaul (or Hayes) Islands support Upland White Cedar Forest (FDn43c) and smaller areas of Lowland White Cedar Forest (WFn53b). Most of the forest is old-growth or near old-growth. Much of it appears to be primary forest, with only token tree removals, perhaps associated with the cabin or single-tree cuttings. There is an active bald eagle nest on the west island of the Gaul Island group. The site’s significance comes not only from these features, but from their position within this lake’s island ecosystem, and key position in a chain of protected islands stretching from DNR old-growth on the southwest, through Burntside Islands SNA and beyond to the U.S. Forest Service’s Long Island, and more DNR old-growth to the northeast. This string of islands offers a unique opportunity for island biographic research and nature appreciation in a wilderness-like setting, but with easy access.

- **Public uses of SNAs** include nature observation, education, scientific research, and other non-motorized recreation. Visitors are welcome to hike the area or visit by other means of foot travel, like skis and snowshoes. Consistent with the above intended uses and protection of the site’s natural features, some activities are typically not allowed in SNAs. They include camping, campfires, trapping, damaging vegetation, bikes, or motorized recreation. This SNA is currently not open for public hunting and the proposed addition is also proposed to not be open to public hunting.

- **Public support.** The acquisition of Gaul Islands as an addition to the Burntside Islands SNA is supported by the Burntside Property Owners' Association, the Listening Point Foundation, the U.S. Forest Service, the Minnesota Land Trust, and local businesses and individuals.
- **Property tax** receipts from the parcel proposed for inclusion in the Burntside Islands SNA totaled \$4,995.90 in 2013. If the parcel is acquired, we estimate the payment in lieu of taxes (PILT) to the county will be about \$5200. The statutes governing PILT are MS 477A.14 and 477A.145. Also, if more detailed explanations are needed, contact Susan Damon, DNR Division of Lands and Minerals, 651-259-5961.





**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ST. LOUIS COUNTY, MINNESOTA PROVIDING FOR THE ISSUANCE, SALE
AND DELIVERY OF \$21,355,000 GENERAL OBLIGATION CAPITAL
IMPROVEMENT BONDS, SERIES 2013A; ESTABLISHING THE TERMS AND
FORM THEREOF; CREATING A DEBT SERVICE FUND THEREFOR; AND
AWARDING THE SALE THEREOF**

BE IT RESOLVED, by the Board of Commissioners (the "Board") of St. Louis County, Minnesota (the "County"), as follows:

Section 1. Purpose and Authorization.

1.01 Under and pursuant to the authority contained in Minnesota Statutes, Section 373.40, and Minnesota Statutes, Chapter 475 (collectively the "Act"), the County is authorized to issue capital improvement bonds to provide funds for capital improvements pursuant to an approved capital improvement plan.

1.02 Pursuant to Resolution No. 13-350 adopted by the Board on June 4, 2013, the Board proposed an amendment to the County's Capital Improvement Plan, stated that it was considering issuing capital improvement bonds to finance capital improvements under the Capital Improvement Plan, as amended, and called for a public hearing to be held on July 2, 2013, regarding the plan amendment and the issuance of capital improvement bonds.

1.03 Following published notice and a public hearing according to the Act, the Board, pursuant to Resolution No. 13-402 adopted on July 2, 2013, approved the Capital Improvement Plan, as amended for the years 2013 through 2017 (the "Plan"), as presented to the Board and on file as County Board Document File No. 59661, and stated its intention to issue general obligation capital improvement bonds in the maximum amount of \$24,000,000 for the purpose of providing funds for the following capital improvements under the Plan and for the payment of costs of issuance of such bonds:

- Administration Building Improvements – improvements to the Government Services Center located in Duluth (the "Project").

1.04 No petition requesting a vote on the issuance of the bonds authorized pursuant to Resolution No. 13-402 has been filed with the County Auditor in accordance with the Act.

1.05 The Board has determined that it is necessary and expedient to issue its \$21,355,000 General Obligation Capital Improvement Bonds, Series 2013A, of the County (the "Bonds") to provide funds to finance the Project and the costs of issuance of the Bonds. The maximum amount of principal and interest to become due in any year on the Bonds and all the outstanding bonds issued pursuant to Section 373.40 of the Act will not equal or exceed 0.12 percent of taxable market value of property in the County.

1.06 The County has solicited proposals for the sale of the Bonds and has received and considered all proposals presented pursuant to the Terms of Proposal and has determined that the most favorable proposal is that of _____ of _____, _____ (the "Purchaser"), to purchase the Bonds at a cash price of \$_____, and upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The County, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The Chair and the County Auditor are authorized and directed to execute on the part of the County a contract for the sale of the Bonds in accordance with the Purchaser's proposal. All actions of the Chair,

the County Auditor, the Administrator and Springsted Incorporated, independent financial advisor to the County, taken with regard to the sale of the Bonds are hereby ratified and approved.

Section 2. Terms, Execution, and Delivery of the Bonds.

2.01 A. The Bonds to be issued hereunder shall be dated the date of issuance of the Bonds, as the date of original issue, shall be issued in the denomination of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward. The Bonds shall mature on December 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2015	\$880,000	
2016	\$890,000	
2017	\$900,000	
2018	\$915,000	
2019	\$935,000	
2020	\$955,000	
2021	\$980,000	
2022	\$1,005,000	
2023	\$1,040,000	
2024	\$1,075,000	
2025	\$1,110,000	
2026	\$1,155,000	
2027	\$1,200,000	
2028	\$1,245,000	
2029	\$1,300,000	
2030	\$1,355,000	
2031	\$1,410,000	
2032	\$1,470,000	
2033	\$1,535,000	

B. The Bonds maturing on December 1 in the years 20__ and 20__ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.01B at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for redemption, by lot or other manner deemed fair, on December 1 in each of the following years the following stated principal amounts:

For Bonds maturing on December 1, 20__ (the "20__ Term Bonds"):

YEAR	AMOUNT
*	

* Final Maturity

For Bonds maturing on December 1, 20__ (the "20__ Term Bonds"):

YEAR	AMOUNT

* Final Maturity

2.02 The Bonds maturing in the years 2015 through 2021 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2022 and in subsequent years shall each be subject to redemption and prepayment at the option of the County on December 1, 2021, and on any day thereafter, in whole or in part, and if in part, at the option of the County and in such manner as the County shall determine. If less than all the Bonds of a maturity are called for redemption, the County, through the Bond Registrar, will notify The Depository Trust Company, New York, New York (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. All payments shall be at a price equal to the principal amount thereof plus accrued interest. No more than 60 days and no fewer than 30 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed, at the address shown on the registration books of the County.

2.03 The interest shall be payable semiannually on June 1 and December 1 in each year (each referred to herein as an “Interest Payment Date”), commencing June 1, 2014. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the registered owners of the Bonds shown on the bond registration records maintained by the Bond Registrar at the close of the business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owners’ addresses shown on such bond registration records.

2.04 A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the facsimile or manual signature of the Chair and attested by the manual or facsimile signature of the County Auditor. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

B. The County Auditor is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or attached to each Bond.

2.05 A. The Board hereby appoints the County Auditor, as registrar, paying agent and transfer agent for the Bonds (the “Bond Registrar”). The County reserves the right to name a substitute, successor Bond Registrar upon giving prompt written notice to each registered bond holder. The manual signature of the County Auditor on the Bonds shall be conclusive evidence that it has been executed and delivered under this Resolution.

B. The County shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the County shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond

Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the Board.

2.06 Book-Entry System.

A. In order to make the Bonds eligible for the services provided by DTC, the County has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the County and DTC (the “Representation Letter”).

B. Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

C. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar’s receipt of funds from the County on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the County shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and delivery, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the execution or the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar’s books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the County and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the principal of and interest on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The County and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption; and

(ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manners as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

2.07 The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The County shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

2.08 If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the County in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the County of evidence satisfactory to it and the County that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the County and as provided by law, in which both the County and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.09 Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the County and the Purchaser. Executed Bonds shall be furnished by the County without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the County Auditor to the Purchaser thereof upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

3.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA

ST. LOUIS COUNTY

GENERAL OBLIGATION CAPITAL IMPROVEMENT BOND,
SERIES 2013A

R-__

\$_____

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	December 1, 20__	September __, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: DOLLARS

St. Louis County, Minnesota (the "County"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount is paid or discharged, said interest being at the rate per annum specified above. Interest is payable semiannually on June 1 and December 1 of each year (each referred to herein as an "Interest Payment Date") commencing on June 1, 2014. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the main office of the County Auditor, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor registrar as may be designated by the Board of Commissioners. The Bond Registrar shall make all interest payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the County by the Bond Registrar at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Payment of principal shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the County are irrevocably pledged.

This Bond is one of a series issued by the County in the aggregate amount of \$21,355,000, all of like date and tenor, except as to number, amount, maturity date and interest rate, pursuant to the authority contained in Minnesota Statutes, Section 373.40 and Minnesota Statutes, Chapter 475, amendments to the County's Capital Improvement Plan approved by the governing board of the County on July 2, 2013 (the "Plan") and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the County on August 6, 2013 (the "Resolution"). This Bond is issued for the purpose of providing funds to finance administration building improvements, as more fully set forth in the Plan. The County has levied a direct, annual ad valorem tax upon all taxable property within the County which shall be extended upon the tax rolls for the years and in the amounts sufficient to produce sums not less than five percent in excess of the amounts of principal and interest on the Bonds, as such principal and interest respectively come due.

The Bonds maturing in the years 20__ and 20__ shall be subject to mandatory redemption and redeemed in installments as provided in the Resolution, at par plus accrued interest to the date of redemption.

The Bonds of this series maturing in the years 2015 through 2021 are not subject to optional redemption before maturity, but those maturing, or subject to mandatory redemption, in the year 2022 and in subsequent years are each subject to redemption and prepayment at the option of the County on December 1, 2021, and on any day thereafter, in whole or in part, and if in part at the option of the County and in such manner as the County shall determine and by lot as to Bonds maturing in the same year, at a price of par plus accrued interest. Not less than 30 days nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; however, so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York (“DTC”), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations executed by the County and DTC. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the County shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

The Bonds of this series are issued as fully registered obligations without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to limitations set forth in the Resolution, the County will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner’s attorney duly authorized in writing. Thereupon the County shall execute and the Bond Registrar shall authenticate if required by law or the Resolution, and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of this Bond, of the same maturity, and bearing interest at the same rate. No service charge shall be made for any transfer or exchange hereinbefore referred to but the County may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the County is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest thereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the County to exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the manual or facsimile signatures of the Chair and the County Auditor.

Date of Execution: _____

ATTEST:

(form-no signature required)
County Auditor

(form-no signature required)
Chair

Certificate as to Legal Opinion

I certify that the above is a full, true and correct copy of the legal opinion rendered by Bond Counsel on the issuance of the Bonds, dated as of the date of delivery of and payment for the Bonds.

(form-no signature required)
County Auditor

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by the County Auditor of St. Louis County, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the County Auditor in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of County Auditor</u>
__/__/13	Cede and Co. c/o The Depository Trust Company 55 Water Street New York, NY 10041 Federal Taxpayer I.D. No. 13-2555119	<i>(form-no signature required)</i>

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

Social Security or Other

Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the fact of the within Bond with every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the County or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Section 4. Covenants, Accounts and Representations.

4.01 The full faith and credit and taxing power of the County are irrevocably pledged for the prompt and full payment of the Bonds and the interest thereon, in accordance with the terms set forth in this Resolution.

4.02 On receipt of the purchase price of the Bonds, the County shall credit \$_____ of the proceeds from the sale of the Bonds to a separate construction fund, which is hereby created and designated as the "Series 2013A Capital Improvement Bonds Construction Account" in the Capital Projects Fund (the "Construction Fund"). The Construction Fund shall be used solely to pay costs of construction of the Project, and costs of issuance of the Bonds, as such payments become due.

4.03 A separate debt service fund is hereby created and is designated as the "General Obligation Capital Improvement Bonds, Series 2013A Debt Service Fund" (the "Debt Service Fund"). Unused discount and rounding in the amount of \$_____ of the proceeds from the sale of the Bonds shall be credited to the Debt Service Fund. The money in the Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds issued hereunder, as such principal and interest becomes due and payable.

4.04 A. To assure sufficient monies for the payment of the principal of and interest on the Bonds, there is hereby levied a direct, annual, ad valorem tax upon all taxable property in the County

which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the County for the years and in the amounts as follows:

Levy Year	Collection Year	Tax Levy
2013	2014	*
2014	2015	
2015	2016	
2016	2017	
2017	2018	
2018	2019	
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	
2025	2026	
2026	2027	
2027	2028	
2028	2029	
2029	2030	
2030	2031	
2031	2032	
2032	2033	

* The levy Collection Year 2014 is reduced by \$ _____, which is the amount of the initial deposit, at closing, into the Debt Service Fund.

B. The tax levies are such that if collected in full they, together with the accrued interest, if any, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. Such tax receipts shall be deposited in the Debt Service Fund. If the tax receipts from such levies are ever insufficient to pay all principal and interest on the Bonds when due, the County Auditor shall, nevertheless, provide sufficient monies from other funds of the County which are available and such other funds shall be reimbursed from such tax collections when received.

C. Such tax levies shall be irrevocable as long as any of the Bonds issued hereunder are outstanding and unpaid; provided, however, that prior to November 30 of each year, while any Bonds issued hereunder remain outstanding, the Board may reduce or cancel the above levies to the extent of the amount on deposit in and which has been appropriated to the Debt Service Fund to pay the principal of and interest on the Bonds, and may direct the County Auditor to reduce the levy for such year by that amount.

4.05 Monies on deposit in the Construction Fund and in the Debt Service Fund may, at the discretion of the County, be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investments shall mature at such times and in such amounts as will permit for payment of the principal and interest on the Bonds when due.

Section 5. Tax Covenants.

5.01 The County covenants and agrees with the holders of the Bonds that the County will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

5.02 A. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Notes or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Fund (or any other County account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations.

B. In addition, the proceeds of the Bonds and money in the Debt Service Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof it and to the extent that such investment would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue code of 1986, as amended (the "Code").

C. The County hereby covenants not to use the proceeds of the Bonds, or to cause or permit them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

5.03 The County covenants to compute and cause the payment to the United States of all amounts required under the rebate requirement of Code Section 148(f), the regulations issued thereunder with regard to the Bonds. To this end, the County agrees to:

(1) maintain records identifying all "gross proceeds" as defined in Code Section 148(f)(6)(B) attributable to the Bonds, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom (earnings in excess of the yield on the Bonds) and any earnings derived from the investment of such arbitrage profit;

(2) make, or cause to be made within 30 days after the close of each fifth bond year, the annual determination of the amount, if any, of excess arbitrage required to be paid to the United States by the Village (the "Rebate Amount");

(3) pay, or cause to be paid, to the United States at least once every five bond years the Rebate Amount, if any, including the last installment which must be made no later than 60 days after the day on which the Bonds are paid in full;

(4) retain all records of the annual determination of the foregoing amounts until six years after the Bonds have been fully paid.

5.04 In addition to the Bonds, the County is selling, pursuant to a single offering document and on the same date, the following obligations: (i) General Obligation Capital Equipment Notes, Series 2013B (the "Series 2013B Notes"); (ii) General Obligation Capital Improvement Refunding Bonds, Series 2013C (the "Series 2013C Bonds"); and (iii) General Obligation Capital Improvement Refunding Bonds, Series 2013D (the "Series 2013D Bonds"). The Bonds will be paid out of substantially the same source as the Series 2013B Notes, the Series 2013C Bonds and the Series 2013D Bonds; consequently, the Bonds, the Series 2013B Notes, the 2013C Bonds and the 2013D Bonds are a single issue under Treasury Regulations Section 1.150-1(c).

5.05 The County shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this section.

Section 6. Miscellaneous.

6.01 The County Auditor is directed to file a certified copy of this Resolution and such other information as may be required, and to provide to bond counsel a certificate stating that the Bonds herein authorized have been duly entered on his register.

6.02 The officers of the County are authorized and directed to prepare and furnish to the Purchaser and to bond counsel, certified copies of all proceedings and records of the County relating to the legality and marketability of the Bonds, as such facts appear from the official books and records in the officers' custody or are otherwise known to them. All such certified copies, Bonds, and affidavits, including any heretofore furnished, constitute representations of the County as to the correctness of the facts recited therein and the action stated therein to have been taken.

6.03 The Chair and the County Auditor are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

6.04 In the event of the absence or disability of the Chair or the County Auditor, such officers as in the opinion of the County Attorney, may act in their behalf, shall without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 7. Continuing Disclosure. The County acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Chair and the County Auditor are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the County Auditor.

Section 8. Post-Issuance Compliance Policy and Procedures. The Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The Board hereby approves the Policy and Procedures for the Bonds. The County Auditor continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted: August 6, 2013.

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**RESOLUTION PROVIDING FOR THE ISSUANCE, SALE AND DELIVERY OF
\$5,065,000 GENERAL OBLIGATION CAPITAL EQUIPMENT NOTES, SERIES
2013B, OF ST. LOUIS COUNTY, MINNESOTA; ESTABLISHING THE TERMS
AND FORM THEREOF; CREATING A DEBT SERVICE FUND THEREFOR;
AND AWARDING THE SALE THEREOF**

BE IT RESOLVED, by the Board of County Commissioners of St. Louis County, Minnesota (the “County”), as follows:

Section 1. Note Purpose and Authorization.

1.01 Under and pursuant to the provisions of Minnesota Statutes, Section 373.01 and Minnesota Statutes, Chapter 475, the County is authorized to issue its general obligation capital equipment notes to provide funds to purchase capital equipment.

1.02 The Board of County Commissioners of the County hereby determines that it is necessary and expedient to issue \$5,065,000 General Obligation Capital Equipment Notes, Series 2013B, of the County (the “Notes”) to provide funds to purchase capital equipment and to pay certain expenses incurred in the issuance of the Notes.

1.03 The County has solicited proposals for the sale of the Notes and has received and considered all proposals presented pursuant to the Terms of Proposal and has determined that the most favorable proposal is that of _____ of _____, _____ (the “Purchaser”), to purchase the Notes at a cash price of \$_____, and upon the terms and conditions hereafter specified in this Resolution. The Board of County Commissioners, after due consideration, finds such proposal reasonable and proper and the proposal of the Purchaser is hereby accepted. The Chair and the County Auditor are authorized and directed to execute on the part of the County a contract for the sale of the Notes in accordance with the Purchaser’s proposal. All actions of the Chair, the County Auditor, the Administrator and Springsted Incorporated, independent financial advisor to the County, taken with regard to the sale of the Notes are hereby ratified and approved.

Section 2. Terms of the Notes.

2.01 The Notes to be issued hereunder shall be dated the date of issuance of the Notes, as the date of original issue, shall be issued in the denomination of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward. The Notes shall bear interest at the annual rates and shall mature on December 1 in the years and amounts shown below:

YEAR	AMOUNT	INTEREST RATE
2014	\$680,000	
2015	\$705,000	
2016	\$710,000	
2017	\$720,000	
2018	\$735,000	
2019	\$750,000	
2020	\$765,000	

2.02 The Notes shall not be subject to redemption and prepayment before maturity.

2.03 The interest shall be payable semiannually on June 1 and December 1 in each year (the “Interest Payment Dates”), commencing on June 1, 2014. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The Bond Registrar designated below shall make all interest payments with respect to the Notes by check or draft mailed to the registered owners of the Notes shown on the bond registration records maintained by the Bond Registrar at the close of business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owners’ addresses shown on such bond registration records.

2.04 A. The Notes shall be prepared for execution in accordance with the approved form and shall be signed by the facsimile or manual signature of the Chair and attested by the manual signature of the County Auditor. In case any officer whose signature shall appear on the Notes shall cease to be an officer before delivery of the Notes, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

B. The County Auditor is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or attached to each Note.

2.05 A. The Board of County Commissioners hereby appoints the County Auditor, as registrar, authenticating agent, paying agent and transfer agent for the Notes (the “Bond Registrar”). The County reserves the right to name a substitute, successor Bond Registrar upon giving prompt written notice to each registered note holder. The manual signature of the County Auditor on the Notes shall be conclusive evidence that it has been executed and delivered under this Resolution.

B. The County shall cause to be kept by the Bond Registrar at its principal office a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the County shall provide for the registration of the Notes and the registration of transfers of the Notes entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the note registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the Board.

2.06 Book-Entry System.

A. In order to make the Notes eligible for the services provided by DTC, the County has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the County and DTC (the “Representation Letter”).

B. Notwithstanding any provision herein to the contrary, so long as the Notes shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

C. All of the Notes shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Note registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar’s receipt of funds from the County on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Notes which are in Book-Entry Form. No transfer of any Note in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All

Notes of such stated maturity of any Notes in Book-Entry Form shall be issued and remain in a single Note certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the County shall, upon delivery of all Notes of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and deliver, Notes of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Notes.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Note in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the execution or the authentication of any new Note in Book-Entry Form in exchange for a previous Note, the Bond Registrar shall designate thereon the principal balance remaining on such Note according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Note in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Note in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the County and the Bond Registrar may treat and deem DTC to be the absolute owner of all Notes of each series which are in Book-Entry Form (i) for the purpose of payment of the principal of and interest on such Note, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The County and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption; and
- (ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Note.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Note in Book-Entry Form shall be transmitted to beneficial owners of such Notes at such times and in such manners as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Notes in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

2.07 The principal of and interest on the Notes shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The County shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

2.08 If a Note becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Note of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Note or in lieu of and in substitution for any Note destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the County in connection therewith, including the cost of printing new Notes; and, in the case of a Note destroyed,

stolen, or lost, upon filing with the Bond Registrar and the County of evidence satisfactory to it and the County that the Note was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the County and as provided by law, in which both the County and the Bond Registrar must be named as obligees. Notes so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen, or lost Note has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Note prior to payment.

2.09 Delivery of the Notes and payment of the purchase price shall be made at a place mutually satisfactory to the County and the Purchaser. Executed Notes shall be furnished by the County without cost to the Purchaser. The Notes, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the County Auditor to the Purchaser thereof upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Notes.

3.01 The Notes shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA

R-__ \$ _____

ST. LOUIS COUNTY
GENERAL OBLIGATION CAPITAL EQUIPMENT NOTE
SERIES 2013B

<u>Rate</u>	<u>Maturity Date</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
____%	December 1, 20__	September __, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT:

St. Louis County, State of Minnesota (the "County"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the date specified above, and to pay interest on said principal sum to the registered owner hereof from the Date of Original Issue, or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal sum is paid or discharged, said interest being at the rate per annum specified above. Interest is payable semiannually on June 1 and December 1 of each year (the "Interest Payment Dates"), commencing on June 1, 2014. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft by the County Auditor of St. Louis County, Minnesota, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or the office of such successor registrar as may be designated by the Board of Commissioners. The Bond Registrar shall make all interest payments with respect to this Note directly to the registered owner hereof shown on the registration records maintained on behalf of the

County by the Bond Registrar at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of principal on the Note, the presentation or surrender of this Note, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Payment of principal shall be made upon presentation and surrender of this Note to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the County are irrevocably pledged.

This Note is one of a series issued by the County in the aggregate amount of \$5,065,000 pursuant to the authority contained in Minnesota Statutes, Section 373.01 and Chapter 475, and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the County on August 6, 2013 (the "Note Resolution"), and is issued for the purpose of providing money, together with other available funds, for the purchase of capital equipment.

The County has levied a direct, annual ad valorem tax upon all taxable property within the County which shall be extended upon the tax rolls for the years and in the amounts sufficient to produce sums not less than five percent in excess of the amounts of principal and interest on the Notes, as such principal and interest respectively come due.

The Notes shall not be subject to redemption before maturity.

The Notes of this series are issued as fully registered bonds without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to limitations set forth in the Note Resolution, the County will, at the request of the registered owner, issue one or more new fully registered Notes in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Note, and of like tenor except as to number and principal amount. This Note is transferable by the registered owner hereof upon surrender of this Note for transfer at the office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the County and executed by the registered owner hereof or his attorney duly authorized in writing. Thereupon the County shall execute and deliver, in exchange for this Note, one or more new fully registered Notes in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the principal amount of this Note, of the same maturity, and bearing interest at the same rate.

IT IS CERTIFIED AND RECITED that all acts and conditions required by the laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Note, in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the County is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest hereon when due without limitations to rate or amount; and that the issuance of this Note does not cause the indebtedness of the County to exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, St. Louis County, Minnesota, by its governing body, has caused this Note to be executed in its name by the manual or facsimile signatures of the Chair and the County Auditor, all as of the date of original issue specified above.

Date of Execution: _____

ATTEST:

(Form - no signature required)
County Auditor

(Form - no signature required)
Chair

BOND COUNSEL OPINION

I certify that the attached is a full, true and correct copy of the legal opinion rendered by Bond Counsel on the issuance of the Notes, dated as of the date of original delivery of and payment for the Notes.

(Form - no signature required)
County Auditor

REGISTRATION CERTIFICATE

This Note must be registered as to both principal and interest in the name of the owner on the books to be kept by the County Auditor of St. Louis County, Minnesota, as Bond Registrar. No transfer of this Note shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Note and the interest accruing thereon is registered on the books of the County Auditor in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of County Auditor</u>
___/___/13	Cede & Co. c/o The Depository Trust Company 55 Water Street New York, NY 10041 Federal Taxpayer I.D. No. 13-2555119	_____

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

Social Security or Other
Identifying Number of Assignee

(Name and Address of Assignee)

the within Note and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to

transfer the said Note on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Unless this Note is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the County or its agent for registration of transfer, exchange, or payment, and any Note issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Section 4. Covenants, Accounts and Representations.

4.01 The full faith and credit and taxing power of the County are irrevocably pledged for the prompt and full payment of the Notes and the interest thereon, in accordance with the terms set forth in this resolution.

4.02 On receipt of the purchase price of the Notes, the County Auditor shall credit \$_____ of the proceeds from the sale of the Notes to a separate acquisition account, which is hereby created and designated as the "2013B Capital Equipment Acquisition Account of the General Fund" (the "Acquisition Fund"). Proceeds of the Notes on deposit in the Acquisition Fund shall be used to pay the costs of "capital equipment," as defined in Minnesota Statutes, Section 373.01, Subd. 3, as amended, with an expected useful life of at least seven years and three months, and costs of issuance of the Notes, as such payments become due.

4.03 A separate debt service fund is hereby created and is designated as the "2013B General Obligation Capital Equipment Notes Debt Service Fund" (the "Debt Service Fund"). The money in such fund shall be used for no purpose other than the payment of principal of and interest on the Notes issued hereunder, as such principal and interest becomes due and payable; provided, however, that if any payment of principal or interest shall become due when there is not sufficient money in the Debt Service Fund, the County Auditor shall pay the same from any other funds of the County and said funds shall be reimbursed for such advance out of the proceeds of the taxes hereinafter levied. The County shall credit

to the Debt Service Fund \$_____ from the proceeds of the Notes from unused discount and the rounding amount.

4.04 A. To assure sufficient monies for payment of the principal and interest on the Notes, there is hereby levied upon all of the taxable property in the County a direct annual ad valorem tax which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the County for the years and amounts as follows:

Levy Year	Collection Year	Amount
2013	2014	*
2014	2015	
2015	2016	
2016	2017	
2017	2018	
2018	2019	
2019	2020	

* The levy Collection Year 2013 is reduced by \$_____, which is the amount of the initial deposit, at closing, into the Debt Service Fund.

B. The tax levies, together with the initial deposit and accrued interest, if any, are such that if collected in full they will produce at least five percent (5%) in excess of the amount needed to meet when due the principal and interest payments on the Notes. Such tax receipts shall be deposited in the Debt Service Fund. If the tax receipts from such levy are ever insufficient to pay all principal and interest on the Notes when due, the County Auditor shall, nevertheless, provide sufficient monies from other funds of the County which are available and such other funds shall be reimbursed from such tax collections when received.

C. Such tax levies shall be irrevocable as long as any of the Notes issued hereunder are outstanding and unpaid; provided, however, that prior to November 30 of each year while any Notes issued hereunder remain outstanding, the Board of County Commissioners may reduce or cancel the above levies to the extent of the amount on deposit in and which has been appropriated to the Debt Service Fund to pay the principal of and interest on the Notes, and may direct the County Auditor to reduce the levy for such year by that amount.

4.05 Monies on deposit in the Acquisition Fund and the Debt Service Fund may, at the discretion of the County, be invested in securities permitted by Minnesota Statutes, Section 118A; provided, that any such investments shall mature at such times and in such amounts as will permit for payment of principal and interest on the Notes when due.

Section 5. Tax Covenants.

5.01 The County covenants and agrees with the holders of the Notes that the County will (a) take all action on its part necessary to assure that the interest on the Notes to be executed from gross income for federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Notes and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (b) refrain from taking any action which would cause interest on the

Notes to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Notes and investment earnings thereon on certain specified purposes.

5.02 A. No portion of the proceeds of the Notes shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Notes were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Notes or \$100,000. To this effect, any proceeds of the Notes and any sums from time to time held in the Debt Service Fund (or any other County account which will be used to pay principal and interest to become due on the Notes) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations.

B. In addition, the proceeds of the Notes and money in the Debt Service Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Notes to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The County hereby covenants not to use the proceeds of the Notes, or to cause or permit them to be used, in such a manner as to cause the Notes to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

5.03 Pursuant to Section 1.148-7(d) of the Treasury Regulations, relating to 18-month spending arbitrage exception from rebate, the County hereby reasonably expects that with respect to the gross proceeds of the Notes, the following schedule will be met: (i) at least 15% of the gross proceeds of the Notes will be allocated to expenditures for the governmental purpose of the Notes within six months of the date of issue of the Notes; (ii) at least 60% of such proceeds will be allocated for such purposes within the one year period of such date; and (iii) 100% of such proceeds will be allocated for such purposes within the 18 month period beginning on such date; subject to an exception for reasonable retainage of 5% of the available proceeds of the Notes, and that 100% of the available proceeds of the Notes will be allocated within 30 months from the date of issue of the Notes.

5.04 In addition to the Notes, the County is selling, pursuant to a single offering document and on the same date, the following obligations: (i) General Obligation Capital Improvement Bonds, Series 2013A (the "Series 2013A Bonds"); (ii) General Obligation Capital Improvement Refunding Bonds, Series 2013C (the "Series 2013C Bonds"); and (iii) General Obligation Capital Improvement Refunding Bonds, Series 2013D (the "Series 2013D Bonds"). The Notes will be paid out of substantially the same source as the Series 2013A Bonds, the Series 2013C Bonds and the Series 2013D Bonds; consequently, the Notes, the Series 2013A Bonds, the 2013C Bonds and the 2013D Bonds are a single issue under Treasury Regulations Section 1.150-1(c).

5.05 The County shall use its best efforts to comply with any federal procedural requirements which may apply in order to effectuate the designation made by this paragraph.

Section 6. Proceedings.

6.01 The County Auditor is directed to file a certified copy of this Resolution and such other information as required, and to provide to Bond Counsel a certificate stating that the Notes herein authorized have been duly entered on his register.

6.02 The officers of the County are authorized and directed to prepare and furnish to Bond Counsel certified copies of all proceedings and records of the County relating to the authorization and issuance of the Notes and other affidavits and certificates as may reasonably be requested to show the facts relating to the legality and marketability of the Notes as such facts appear from the official books and records of the officers' custody or otherwise known to them. All of such certified copies, certificates and affidavits, including any heretofore furnished, constitute representations of the County as to the correctness of facts recited therein and the actions stated therein to have been taken.

6.03 The Chair and County Auditor are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Notes and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made herein as of the date of the Official Statement.

6.04 In the event of the absence or disability of the Chair or County Auditor, such officers as in the opinion of the County attorney may act in their behalf shall, without further act or authorization, execute and deliver the Notes, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 7. Continuing Disclosure.

7.01 The County acknowledges that the Notes are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the note holders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the Notes and the security therefor and to permit underwriters of the Notes to comply with the Rule, which will enhance the marketability of the Notes, the Chair and the County Auditor are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the County Auditor.

Section 8. Post-Issuance Compliance Policy and Procedures. The Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The Board hereby approves the Policy and Procedures for the Bonds. The County Auditor continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted August 6, 2013.

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ST. LOUIS COUNTY, MINNESOTA PROVIDING FOR THE ISSUANCE, SALE
AND DELIVERY OF \$9,565,000 GENERAL OBLIGATION CAPITAL
IMPROVEMENT REFUNDING BONDS, SERIES 2013C; ESTABLISHING THE
TERMS AND FORM THEREOF; CREATING A DEBT SERVICE FUND
THEREFOR; AND AWARDING THE SALE THEREOF**

BE IT RESOLVED, by the Board of Commissioners (the "Board") of St. Louis County, Minnesota (the "County"), as follows:

Section 1. Purpose and Authorization.

1.01 Under and pursuant to the authority contained in Minnesota Statutes, Section 373.40, and Minnesota Statutes, Chapter 475 (collectively the "Act"), the County previously issued its \$13,785,000 General Obligation Capital Improvement Bonds, Series 2004A, dated October 1, 2004 (the "2004 Bonds") as authorized by a resolution adopted by the Board on September 14, 2004 (the "2004 Resolution"). The 2004 Bonds were issued to finance capital improvements under the County's capital improvement plan for the years 2004 through 2009 (the "2004 Plan"), adopted by the Board on April 6, 2004.

1.02 Under and pursuant to the Act, the County previously issued its \$6,115,000 General Obligation Capital Improvement Bonds, Series 2005A, dated November 22, 2005 (the "2005 Bonds") as authorized by a resolution adopted by the Board on November 8, 2005 (the "2005 Resolution"). The 2005 Bonds were issued to finance capital improvements authorized under the 2004 Plan and under the County's capital improvement plan for the years 2005 through 2010 (the "2005 Plan"), adopted by the Board on October 4, 2005.

1.03 Under and pursuant to the provisions of the Act, specifically Section 475.67, Subd. 1 through 4 of the Act, the County is authorized to issue and sell its general obligation refunding bonds to refund the 2014 through 2019 maturities of the 2004 Bonds in advance of their scheduled maturities on a current refunding basis, if consistent with covenants made with the holders thereof, when determined by the Board to be necessary or desirable for the reduction of debt service costs to the County.

1.04 Under and pursuant to the provisions of the Act, specifically Section 475.67, Subd. 1 through 3 and 13 of the Act, the County is authorized to issue and sell its general obligation refunding bonds to refund the 2015 through 2020 maturities of the 2005 Bonds in advance of their scheduled maturities on an advance refunding basis, if consistent with covenants made with the holders thereof, when determined by the Board to be necessary or desirable for the reduction of debt service costs to the County.

1.05 The Board hereby finds and determines that it is necessary and desirable, in order to reduce debt service costs, that the County issue its \$9,565,000 General Obligation Capital Improvement Refunding Bonds, Series 2013C (the "Bonds"), to provide (i) for the refunding of the 2014 through 2019 maturities of the 2004 Bonds, of which \$6,595,000 in principal amount are outstanding and subject to prepayment and redemption on December 1, 2013 (the "2004 Refunded Bonds") (December 1, 2013 is herein referred to as the "2004 Bonds Redemption Date"); and (ii) for the refunding of the 2015 through 2020 maturities of the 2005 Bonds, of which \$2,970,000 in principal amount are outstanding and subject to prepayment and redemption on December 1, 2014 (the "2005 Refunded Bonds") (December 1, 2014 is herein referred to as the "2005 Bonds Redemption Date").

1.06 Proceeds of the Bonds in the amount of:

A. \$_____ will be attributable to the refunding of the 2004 Refunded Bonds (the “2004 Refunded Bonds Portion of the Bonds”); and

B. \$_____ will be attributable to the refunding of the 2005 Refunded Bonds (the “2005 Refunded Bonds Portion of the Bonds”).

The principal amount of the 2004 Refunded Bonds Portion of the Bonds and the 2005 Refunded Bonds Portion of the Bonds shall be allocated as set forth on Exhibit A attached hereto.

1.07 The County has solicited proposals for the sale of the Bonds and has received and considered all proposals presented pursuant to the Terms of Proposal and has determined that the most favorable proposal is that of _____ of _____, _____ (the “Purchaser”), to purchase the Bonds at a cash price of \$_____, and upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The County, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted. The Chair and the County Auditor are authorized and directed to execute on the part of the County a contract for the sale of the Bonds in accordance with the Purchaser’s proposal. All actions of the Chair, the County Auditor, the Administrator and Springsted Incorporated, independent financial advisor to the County, taken with regard to the sale of the Bonds are hereby ratified and approved.

Section 2. Terms, Execution, and Delivery of the Bonds.

2.01 A. The Bonds to be issued hereunder shall be dated the date of issuance of the Bonds, as the date of original issue, shall be issued in the denomination of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward. The Bonds shall mature on December 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2014	\$1,040,000	
2015	\$1,550,000	
2016	\$1,565,000	
2017	\$1,595,000	
2018	\$1,630,000	
2019	\$1,665,000	
2020	\$520,000	

B. The Bonds maturing on December 1 in the years 20__ and 20__ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.01B at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for redemption, by lot or other manner deemed fair, on December 1 in each of the following years the following stated principal amounts:

For Bonds maturing on December 1, 20__ (the “20__ Term Bonds”):

YEAR	AMOUNT
*	

* Final Maturity

For Bonds maturing on December 1, 20__ (the “20__ Term Bonds”):

YEAR	AMOUNT
*	

* Final Maturity

C. The Depository Trust Company, New York, New York (“DTC”), will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. All payments shall be at a price equal to the principal amount thereof plus accrued interest. No more than 60 days and no fewer than 30 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed at the address shown on the registration books of the County.

2.02 The Bonds shall not be subject to optional redemption and prepayment before maturity.

2.03 The interest shall be payable semiannually on June 1 and December 1 in each year (each referred to herein as an “Interest Payment Date”), commencing June 1, 2014. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the registered owners of the Bonds shown on the bond registration records maintained by the Bond Registrar at the close of the business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owners’ addresses shown on such bond registration records.

2.04 A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the facsimile or manual signature of the Chair and attested by the manual or facsimile signature of the County Auditor. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

B. The County Auditor is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or attached to each Bond.

2.05 A. The Board hereby appoints the County Auditor, as registrar, paying agent, authenticating agent and transfer agent for the Bonds (the “Bond Registrar”). The County reserves the right to name a substitute, successor Bond Registrar upon giving prompt written notice to each registered bond holder. The manual signature of the County Auditor on the Bonds shall be conclusive evidence that it has been executed and delivered under this Resolution.

B. The County shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the County shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the Board.

2.06 Book-Entry System.

A. In order to make the Bonds eligible for the services provided by DTC, the County has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the County and DTC (the "Representation Letter").

B. Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

C. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the County on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the County shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and deliver, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the execution or the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the County and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the principal of and interest on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The County and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

- (i) with respect to notices of redemption; and
- (ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manner as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

2.07 The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The County shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

2.08 If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the County in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the County of evidence satisfactory to it and the County that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the County and as provided by law, in which both the County and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.09 Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the County and the Purchaser. Executed Bonds shall be furnished by the County without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the County Auditor to the Purchaser thereof upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

3.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA

ST. LOUIS COUNTY

GENERAL OBLIGATION CAPITAL IMPROVEMENT REFUNDING BOND,
SERIES 2013C

R-_____ \$_____

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	December 1, 20__	September __, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

St. Louis County, Minnesota (the "County"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount is paid or discharged, said interest being at the rate per annum specified above. Interest is payable semiannually on June 1 and December 1 of each year (each referred to herein as an "Interest Payment Date") commencing on June 1, 2014. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the main office of the County Auditor, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor registrar as may be designated by the Board of Commissioners. The Bond Registrar shall make all interest payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the County by the Bond Registrar at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Payment of principal shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the County are irrevocably pledged.

This Bond is one of a series issued by the County in the aggregate amount of \$9,565,000, all of like date and tenor, except as to number, amount, maturity date and interest rate, pursuant to the authority contained in Minnesota Statutes, Chapter 475, Section 475.67 and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the County on August 6, 2013 (the "Resolution"). This Bond is issued for the purpose of providing funds to refund in advance of maturity the 2014 through 2019 maturities of the County's \$13,785,000

General Obligation Capital Improvement Bonds, Series 2004A, dated October 1, 2004 (the "2004 Refunded Bonds"), and to refund in advance of maturity the 2015 through 2020 maturities of the County's \$6,115,000 General Obligation Capital Improvement Bonds, Series 2005A, dated November 22, 2005 (the "2005 Refunded Bonds"). The debt service on the portion of the Bonds which refunded the 2004 Refunded Bonds (\$_____) shall be payable from a direct, annual ad valorem tax levy on all taxable property within the County. The debt service on the portion of the Bonds which refunded the 2005 Refunded Bonds (\$_____) shall be payable through December 1, 2014 (the "2005 Bonds Redemption Date"), solely out of the Escrow Account in the County's Escrow Agreement and after the 2005 Bonds Redemption Date from a direct, annual ad valorem tax levy on all taxable property within the County. Reference is hereby made to the Resolution for a full statement of rights, powers and duties therein provided or conferred.

The Bonds maturing in the years 20__ and 20__ shall be subject to mandatory redemption and redeemed in installments as provided in the Resolution, at par plus accrued interest to the date of redemption.

Not less than 30 days nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; however, so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations executed by the County and DTC. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the County shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

The Bonds shall not be subject to optional redemption and prepayment before maturity.

The Bonds of this series are issued as fully registered obligations without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to limitations set forth in the Resolution, the County will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the County shall execute and the Bond Registrar shall authenticate if required by law or the Resolution, and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of this Bond, of the same maturity, and bearing interest at the same rate. No service charge shall be made for any transfer or exchange hereinbefore referred to but the County may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the County is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest thereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the County to exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the manual or facsimile signatures of the Chair and the County Auditor.

Date of Execution: _____

ATTEST:

(form-no signature required) _____
County Auditor

(form-no signature required) _____
Chair

Certificate as to Legal Opinion

I certify that the above is a full, true and correct copy of the legal opinion rendered by Bond Counsel on the issuance of the Bonds, dated as of the date of delivery of and payment for the Bonds.

(form-no signature required) _____
County Auditor

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by the County Auditor of St. Louis County, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the County Auditor in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of County Auditor</u>
__/__/13	Cede and Co. c/o The Depository Trust Company 55 Water Street New York, NY 10041 Federal Taxpayer I.D. No. 13-2555119	<i>(form-no signature required)</i>

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

Social Security or Other

Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of
National Securities Exchange)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the County or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS

WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Section 4. Refunding; Findings; Redemption of 2004 Refunded Bonds.

4.01 A. 2004 Refunded Bonds Debt Service Fund. Proceeds of the Bonds in the amount of \$6,505,000.00 are hereby irrevocably appropriated to the 2004 General Obligation Capital Improvement Bonds, Series 2004 Debt Service Fund (the “2004 Bonds Debt Service Fund”), which funds and the monies previously appropriated and deposited in the 2004 Bonds Debt Service Fund (\$1,071,368.75) shall be segregated and shall constitute a separate trust fund to be used for no purpose other than (i) the payment of the principal and interest on the 2004 Bonds due on the 2004 Bonds Redemption Date; and (ii) the prepayment and redemption of the 2004 Refunded Bonds maturing on and after December 1, 2014, on the 2004 Bonds Redemption Date. Such proceeds, together with the other monies on deposit in the 2004 Bonds Debt Service Fund, may be invested only in direct obligations of the United States of America maturing in time to pay the principal of and interest on the entire outstanding 2004 Bonds on December 1, 2013.

B. It is hereby found and determined that the proceeds of the Bonds in the amount of \$6,505,000, together with funds on deposit in the 2004 Bonds Debt Service Fund in the amount of \$1,071,368.75, will be sufficient to (i) pay the outstanding principal (\$930,000) and interest (\$141,368.75) due on the 2004 Bonds on December 1, 2013; and (ii) to prepay and redeem the outstanding principal of the 2004 Refunded Bonds maturing on and after December 1, 2014 (\$6,505,000) on the 2004 Bonds Redemption Date.

C. The County Auditor or the designee thereof is hereby authorized and directed to send the Notice of Call for Redemption attached hereto as Exhibit B to the holders of the 2004 Refunded Bonds to be redeemed, in accordance with its terms and in accordance with the Representation Letter.

D. The County Auditor or the designee thereof is hereby authorized and directed to cause to be provided a material event notice regarding the 2004 Refunded Bonds in accordance with the Continuing Disclosure Certificate of the County dated October 1, 2004, and delivered in connection with the 2004 Bonds.

E. There is hereby appropriated any balance of the monies in the 2004 Bonds Debt Service Fund to the Debt Service Account after payment of the 2004 Refunded Bonds.

Section 5. Escrow Agreement; Escrow Agent.

5.01 U.S. Bank National Association of St. Paul, Minnesota, which is a suitable financial institution within the State of Minnesota whose deposits are insured by the Federal Deposit Insurance Corporation whose combined capital and surplus is not less than \$500,000, is hereby designated escrow agent (the “Escrow Agent”) with respect to the 2005 Refunded Bonds.

5.02 On or prior to the delivery of the Bonds, the Chair and the County Auditor are hereby authorized and directed to execute on behalf of the County an escrow agreement (the “Escrow Agreement”) with the Escrow Agent in substantially the form now on file with the County Auditor. The execution and delivery of the Escrow Agreement by the Chair and the County Auditor, in the form presented to the Board with such changes, omissions, insertions and revisions as the Chair and the County Auditor deem advisable is hereby approved, and the execution by such officers shall be conclusive evidence of such approval. All essential terms and conditions of the Escrow Agreement, including payment by the County of reasonable charges for the services of the Escrow Agent, are hereby approved

and adopted and made a part of this Resolution, and the County covenants that it will promptly enforce all provisions thereof in the event of default thereunder by the Escrow Agent.

5.03 Escrow Account.

A. To the Escrow Account there is hereby pledged and irrevocably appropriated and there shall be credited: (a) proceeds of the Bonds received from the Purchaser in the amount of \$_____ and (b) investment earnings on such monies referenced in clause (a) for the payment and redemption on the 2005 Bonds Redemption Date of the 2005 Refunded Bonds and for payment of the interest to become due on the 2005 Refunded Bonds Portion of the Bonds through the 2005 Bonds Redemption Date.

B. The Escrow Account shall be maintained by the Escrow Agent pursuant to the Escrow Agreement and this Resolution. The Escrow Account shall be invested in accordance with the Act, the Escrow Agreement and this Section, in securities specified in Section 475.67, Subd. 8 of the Act, which investments will provide sufficient funds, together with any cash or other funds retained in the Escrow Account, to pay when due the interest to accrue on the 2005 Refunded Bonds Portion of the Bonds to and including the 2005 Bonds Redemption Date, and to pay on the 2005 Bonds Redemption Date the principal amount of each of the 2005 Refunded Bonds then outstanding.

C. From the Escrow Account there shall be paid: (a) all interest to be paid on the 2005 Refunded Bonds Portion of the Bonds to and including the 2005 Bonds Redemption Date; and (b) the principal of the 2005 Refunded Bonds due by reason of redemption on the 2005 Bonds Redemption Date.

D. The Escrow Account is irrevocably appropriated to the payment of the interest on the 2005 Refunded Bonds Portion of the Bonds until the monies therein are applied to repayment of the 2005 Refunded Bonds. The monies in the Escrow Account shall be used solely for the purposes herein set forth and for no other purpose, except that any surplus in the Escrow Account may be remitted to the County, all in accordance with the Escrow Agreement. Any monies remitted to the County upon termination of the Escrow Agreement shall be deposited in the Debt Service Fund.

E. Securities purchased for the Escrow Account shall be purchased simultaneously with the delivery of and payment for the Bonds. The Chair and the County Auditor or their designee are authorized and directed to purchase such securities.

F. The construction fund created in the 2005 Resolution is hereby terminated and any monies remaining therein shall be transferred to the Debt Service Account established therein.

Section 6. Covenants; Accounts and Tax Levies.

6.01 A. Debt Service Fund. For the convenience and proper administration of the monies to be borrowed and repaid on the Bonds and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the 2013C General Obligation Capital Improvement Refunding Bonds Debt Service Fund (the "Debt Service Fund") to be administered and maintained by the County Auditor as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Debt Service Fund shall be maintained in the manner herein specified until all of the Bonds and interest thereon have been fully paid.

B. To the Debt Service Fund there is hereby pledged and irrevocably appropriated and there shall be credited: (i) any balance remitted to the County upon termination of the Escrow Agreement; (ii) any balance remaining on the 2004 Bonds Redemption Date in the 2004 Bonds Debt Service Fund

after the 2004 Bonds Redemption Date; (iii) any balance remaining on the 2005 Bonds Redemption Date in the 2005 Bonds Debt Service Fund after the 2005 Bonds Redemption Date; (iv) all investment earnings on funds in the Debt Service Fund; (v) accrued interest, if any, received from the Purchaser upon delivery of the Bonds to the extent not required to fund the Escrow Account (the “Accrued Interest”); (vi) any amount of additional interest permitted by Section 475.56 of the Act paid by the Purchaser (the “Additional Interest”), to the extent not required to fund the Escrow Account; (vii) all taxes pledged to repayment of the 2004 Bonds collected after the 2004 Bonds Redemption Date, which levies shall not be cancelled except as permitted by Section 475.61, Subd. 3 of the Act; (viii) all taxes pledged to repayment of the 2005 Bonds collected after the 2005 Bonds Redemption Date, which levies shall not be cancelled except as permitted by Section 475.61, Subd. 3 of the Act; (ix) any taxes levied to pay the principal and interest on the Bonds; and (x) any and all other monies which are properly available and are appropriated by the County to the Debt Service Account.

The money in the Debt Service Account shall be used for no purpose other than the payment of principal of and interest on the Bonds. If the balances in the Debt Service Fund are ever insufficient to pay all principal and interest then due on the Bonds, the County Auditor shall nevertheless provide sufficient money from any other funds of the County which are available for that purpose, and such other funds shall be reimbursed from the Debt Service Fund when the balance therein is sufficient.

6.02 A. For the prompt and full payment of the principal and interest on the 2004 Refunded Bonds Portion of the Bonds, and on the 2005 Refunded Bonds Portion of the Bonds coming due after the 2005 Bonds Redemption Date, the full faith and credit and taxing power of the County are hereby irrevocably pledged. There is hereby levied a direct annual ad valorem tax upon all taxable property in the County which shall be spread upon the tax rolls and collected with and as part of other general property taxes in the County. Said levies are for the years and in the amounts as follows:

Levy Year	Collection Year	Tax Levy
2013	2014	\$
2014	2015	\$
2015	2016	\$
2016	2017	\$
2017	2018	\$
2018	2019	\$
2019	2020	\$

B. The tax levies are such that, if collected in full, they will produce at least 5% in excess of the amount needed to meet when due the principal and interest payments on the 2004 Refunded Bonds Portion of the Bonds and on the 2005 Refunded Bonds Portion of the Bonds coming due after the 2005 Bonds Redemption Date.

C. The tax levies shall be irrevocable so long as any of the Bonds are outstanding and unpaid; provided, however, that on November 30 of each year, while any Bonds issued hereunder remain outstanding, the Board shall reduce or cancel the above levies to the extent of funds available in the Debt Service Fund to pay principal and interest due during the ensuing year.

6.03 Proceeds of the Bonds in the amount of \$_____ shall be used by the County to pay costs of issuance of the Bonds.

Section 7. Refunding; Findings; Redemption of 2005 Refunded Bonds.

7.01 A. It is hereby found and determined, based upon information presently available from the County's financial advisors, that as of the 2005 Bonds Redemption Date, the issuance of the 2005 Refunded Bonds Portion of the Bonds will result in a reduction of debt service costs to the County on the 2005 Refunded Bonds. In accordance with Section 475.67 of the Act, as of the 2005 Bonds Redemption Date, the present value of the dollar amount of the debt service on the 2005 Refunded Bonds Portion of the Bonds, computed to their stated maturity dates, after deducting any premium, is lower by at least three percent than the present value of the dollar amount of debt service on the 2005 Refunded Bonds, exclusive of any premium, computed to their stated maturity dates. (Present value of the dollar amount of debt service means the dollar amount of debt service to be paid, discounted to the nominal date of the Bonds at a rate equal to the yield on the Bonds.)

B. It is hereby found and determined that the proceeds of the Bonds and funds of the County available and appropriated to the Escrow Account will be sufficient, together with the permitted earnings on the investment of the Escrow Account, to pay all of the principal of the 2005 Refunded Bonds on the 2005 Bonds Redemption Date, and all interest coming due on the 2005 Refunded Bonds Portion of the Bonds through the 2005 Bonds Redemption Date.

C. The proceeds of the 2005 Bonds have been fully expended for the governmental purposes for which such bonds were issued.

7.02 A. The County Auditor or the designee is hereby authorized and direct to provide a material event notice with respect to the 2005 Refunded Bonds in accordance with the Continuing Disclosure Certificate of the County dated November 22, 2005, and delivered in connection the 2005 Bonds.

B. The 2005 Refunded Bonds shall be redeemed and prepaid in accordance with: (i) their terms; (ii) with the terms and conditions set forth in the form of Notice of Call for Redemption attached to the Escrow Agreement; and (iii) with the terms and conditions of the Representation Letter, all of which terms and conditions are hereby approved and incorporated herein by reference.

Section 8 Tax Covenants.

8.01 The County covenants and agrees with the holders of the Bonds that the County will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

8.02 A. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Fund (or any other County account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be

invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations.

B. In addition, the proceeds of the Bonds and money in the Debt Service Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The County hereby covenants not to use the proceeds of the Bonds, or to cause or permit them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

8.03 A. The County covenants and certifies to and for the benefit of the owners of the Bonds that no use will be made of the proceeds of the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder.

B. The Bonds are a "multi-purpose issue" within the meaning of Treas. Reg. § 1.148-9(h) because the Bonds are issued to refund the 2004 Refunded Bonds and the 2005 Refunded Bonds. For purposes of the arbitrage regulations, the 2004 Refunded Bonds Portion of the Bonds and the 2005 Refunded Bonds Portion of the Bonds are treated as separate issues.

C. The County expects all proceeds of the 2004 Refunded Bonds Portion of the Bonds will be spent within six months of the date of closing and delivery of the Bonds and no rebate of arbitrage profits will be required. In the event proceeds of the 2004 Refunded Bonds Portion of the Bonds are not so spent, the County will compute and cause the payment to the United States of all amounts required under the rebate requirement of Section 148(f) of the Code and the Regulations issued thereunder.

D. The County covenants to compute and cause the payment to the United States of all amounts required under the rebate requirement of Code Section 148(f) and the Regulations issued thereunder with regard to the 2005 Refunded Bonds Portion of the Bonds. To this end, the County agrees to:

(1) maintain records identifying all "gross proceeds" as defined in Code Section 148(f)(6)(B) attributable to the 2005 Refunded Bonds Portion of the Bonds, the yield at which such gross proceeds are invested, any arbitrage profit derived therefrom (earnings in excess of the yield on the Bonds) and any earnings derived from the investment of such arbitrage profit;

(2) make, or cause to be made within 30 days after the close of each fifth bond year and upon payment in full of the 2005 Refunded Bonds Portion of the Bonds, the annual determination of the amount, if any, of excess arbitrage required to be paid to the United States by the County (the "Rebate Amount");

(3) pay, or cause to be paid, to the United States at least once every five bond years the Rebate Amount, if any, including the last installment which must be made no later than 60 days after the day on which the 2005 Refunded Bonds Portion of the Bonds are paid in full; and

(4) retain all records of the annual determination of the foregoing amounts until six years after the 2005 Refunded Bonds Portion of the Bonds have been fully paid.

8.04 In addition to the Bonds, the County is selling, pursuant to a single offering document and on the same date, the following obligations: (i) General Obligation Capital Improvement Bonds, Series 2013A (the “Series 2013A Bonds”); (ii) General Obligation Capital Equipment Notes, Series 2013B (the “Series 2013B Notes”); and (iii) General Obligation Capital Improvement Refunding Bonds, Series 2013D (the “Series 2013D Bonds”). The Bonds will be paid out of substantially the same source as the Series 2013A Bonds, the Series 2013B Notes and the Series 2013D Bonds; consequently, the Bonds, the Series 2013A Bonds, the Series 2013B Notes and the 2013D Bonds are a single issue under Treasury Regulations Section 1.150-1(c).

Section 9. Miscellaneous.

9.01 The County Auditor is directed to file a certified copy of this Resolution and such other information as may be required, and to provide to bond counsel a certificate stating that the Bonds herein authorized have been duly entered on his register.

9.02 The officers of the County are authorized and directed to prepare and furnish to the Purchaser and to bond counsel, certified copies of all proceedings and records of the County relating to the legality and marketability of the Bonds, as such facts appear from the official books and records in the officers’ custody or are otherwise known to them. All such certified copies, Bonds, and affidavits, including any heretofore furnished, constitute representations of the County as to the correctness of the facts recited therein and the action stated therein to have been taken.

9.03 The Chair and the County Auditor are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

9.04 In the event of the absence or disability of the Chair or the County Auditor, such officers as in the opinion of the County Attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 10. Continuing Disclosure. The County acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the “Rule”). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Chair and the County Auditor are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the County Auditor.

Section 11. Post-Issuance Compliance Policy and Procedures. The Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the “Policy and Procedures”). The Board hereby approves the Policy and Procedures for the Bonds. The County Auditor continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted: August 6, 2013.

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EXHIBIT A

**PORTION OF THE MATURITIES AND MANDATORY REDEMPTION
PAYMENTS ALLOCATED TO THE REFUNDING PORTION OF THE BONDS**

Date (December 1)	Portion Allocable to the 2004 Refunded Bonds Portion of the Bonds	Portion Allocable to the 2005 Refunded Bonds Portion of the Bonds	Total
2014			
2015			
2016			
2017			
2018			
2019			
2020			
TOTAL	\$	\$	\$

EXHIBIT B

NOTICE OF CALL FOR REDEMPTION

\$13,785,000 General Obligation Capital Improvement Bonds, Series 2004A
of St. Louis County, Minnesota

NOTICE IS HEREBY GIVEN that, by order of the Board of Commissioners of St. Louis County, Minnesota (the "Board"), there have been called for redemption and prepayment on

December 1, 2013

all outstanding bonds of the County designated as the \$13,785,000 General Obligation Capital Improvement Bonds, Series 2004A, dated October 1, 2004, which mature on the following dates:

Number	Maturity Date (December 1)	Principal Amount*	Interest Rate	CUSIP Number**
R-10	2014	\$970,000	3.50%	791230 LK9
R-11	2015	\$1,010,000	3.75%	791230 LL7
R-12	2016	\$1,055,000	3.75%	791230 LM5
R-13	2017	\$1,100,000	4.00%	791230 LN3
R-14	2018	\$1,155,000	4.00%	791230 LP8
R-15	2019	\$1,215,000	4.00%	791230 LQ6

The Bonds are being called at a price of par plus accrued interest to December 1, 2013, on which date they will cease to bear interest. Holders of the Bonds hereby called for redemption should present their Bonds for payment at the office of the County Auditor, St. Louis County, Minnesota, 100 North 5th Avenue West, Duluth, Minnesota 55802.

**BY ORDER OF THE BOARD OF COMMISSIONERS
OF ST. LOUIS COUNTY, MINNESOTA**

It is recommended that you mail your Bond registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the Issuer nor the Bond Registrar/Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF
ST. LOUIS COUNTY, MINNESOTA PROVIDING FOR THE ISSUANCE, SALE
AND DELIVERY OF \$5,920,000 GENERAL OBLIGATION CAPITAL
IMPROVEMENT REFUNDING BONDS, SERIES 2013D; ESTABLISHING THE
TERMS AND FORM THEREOF; CREATING A DEBT SERVICE FUND
THEREFOR; AND AWARDING THE SALE THEREOF**

BE IT RESOLVED, by the Board of Commissioners (the "Board") of St. Louis County, Minnesota (the "County"), as follows:

Section 1. Purpose and Authorization.

1.01 Under and pursuant to the authority contained in Minnesota Statutes, Section 373.40, and Minnesota Statutes, Chapter 475 (collectively the "Act"), the County previously issued its \$7,135,000 Taxable General Obligation Capital Improvement Bonds, Series 2010A (Build America Bonds-Direct Pay), dated December 9, 2010 (the "2010 Bonds") as authorized by a resolution adopted by the Board on November 9, 2010 (the "2010 Resolution"). The 2010 Bonds were issued to finance capital improvements under the County's capital improvement plan for the years 2010 through 2014 (the "2010 Plan"), adopted by the Board on October 5, 2010.

1.02 The 2010 Resolution contains an extraordinary redemption provision which permits the County to redeem the outstanding principal of the 2010 Bonds on any date after the occurrence of a Determination of Ineligibility. A Determination of Ineligibility includes four events, one of which is "(iii) the federal government reduces the Build America Bonds direct payment percentage with retroactive applicability to bonds (including the 2010 Bonds) issued prior to the date of the reduction of such direct payment." On about May 13, 2013, the County received a notice from the Department of Treasury, Internal Revenue Service, that the Build America Bonds direct payment amount for the June 1, 2013 interest payment on the 2010 Bonds would be reduced by 8.7%. The County has received the reduced Build America Bonds direct payment, in the reduced percentage for the 2010 Bonds June 1, 2013 interest payment. The Board hereby finds that the above described Determination of Ineligibility has occurred and hereby calls for the 2010 Bonds to be prepaid and redeemed as hereinafter provided.

1.03 Under and pursuant to the provisions of the Act, specifically Section 475.67, Subd. 1 through 4 of the Act, the County is authorized to issue and sell its general obligation refunding bonds to refund the 2010 Bonds in advance of their scheduled maturities on a current refunding basis, if consistent with covenants made with the holders thereof, when determined by the Board to be necessary or desirable for the reduction of debt service costs to the County.

1.04 The Board hereby finds and determines that it is necessary and desirable, in order to reduce debt service costs, that the County issue its \$5,920,000 General Obligation Capital Improvement Refunding Bonds, Series 2013D (the "Bonds"), to provide for the refunding of the 2013 through 2025 maturities of the 2010 Bonds, of which \$6,275,000 in principal amount are outstanding and subject to prepayment and redemption on October 15, 2013 (the "Refunded Bonds") (October 15, 2013 is herein referred to as the "Redemption Date").

1.05 The County has solicited proposals for the sale of the Bonds and has received and considered all proposals presented pursuant to the Terms of Proposal and has determined that the most favorable proposal is that of _____ of _____, _____ (the "Purchaser"), to purchase the Bonds at a cash price of \$_____, and upon condition that the Bonds mature and bear interest at the times and annual rates set forth in Section 2. The County, after due consideration, finds such offer reasonable and proper and the offer of the Purchaser is hereby accepted.

The Chair and the County Auditor are authorized and directed to execute on the part of the County a contract for the sale of the Bonds in accordance with the Purchaser’s proposal. All actions of the Chair, the County Auditor, the Administrator and Springsted Incorporated, independent financial advisor to the County, taken with regard to the sale of the Bonds are hereby ratified and approved.

Section 2. Terms, Execution, and Delivery of the Bonds.

2.01 A. The Bonds to be issued hereunder shall be dated the date of issuance of the Bonds, as the date of original issue, shall be issued in the denomination of \$5,000, or any integral multiple thereof, in fully registered form and lettered and numbered R-1 and upward. The Bonds shall mature on December 1 in the respective years and amounts stated and shall bear interest at the annual rates as follows:

Year	Amount	Interest Rate
2014	\$430,000	
2015	\$460,000	
2016	\$465,000	
2017	\$470,000	
2018	\$475,000	
2019	\$480,000	
2020	\$490,000	
2021	\$500,000	
2022	\$515,000	
2023	\$530,000	
2024	\$545,000	
2025	\$560,000	

B. The Bonds maturing on December 1 in the years 20__ and 20__ shall be subject to mandatory redemption prior to maturity pursuant to the requirements of this Section 2.01B at a redemption price equal to the stated principal amount thereof plus interest accrued thereon to the redemption date, without premium. The Bond Registrar, as designated below, shall select for redemption, by lot or other manner deemed fair, on December 1 in each of the following years the following stated principal amounts:

For Bonds maturing on December 1, 20__ (the “20__ Term Bonds”):

YEAR	AMOUNT
*	

* Final Maturity

For Bonds maturing on December 1, 20__ (the “20__ Term Bonds”):

YEAR	AMOUNT
*	

* Final Maturity

2.02 The Bonds maturing in the years 2014 through 2021 shall not be subject to redemption and prepayment before maturity, but those maturing, or subject to mandatory redemption, in the year 2022 and in subsequent years shall each be subject to redemption and prepayment at the option of the County on December 1, 2021, and on any day thereafter, in whole or in part, and if in part, at the option of the County and in such manner as the County shall determine. If less than all the Bonds of a maturity are called for redemption, the County, through the Bond Registrar, will notify The Depository Trust Company, New York, New York (“DTC”) of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant’s interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interest in such maturity to be redeemed. All payments shall be at a price equal to the principal amount thereof plus accrued interest. No more than 60 days and no fewer than 30 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed, at the address shown on the registration books of the County.

2.03 The interest shall be payable semiannually on June 1 and December 1 in each year (each referred to herein as an “Interest Payment Date”), commencing June 1, 2014. Interest will be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The Bond Registrar designated below shall make all interest payments with respect to the Bonds by check or draft mailed to the registered owners of the Bonds shown on the bond registration records maintained by the Bond Registrar at the close of the business on the 15th day (whether or not on a business day) of the month next preceding the Interest Payment Date at such owners’ addresses shown on such bond registration records.

2.04 A. The Bonds shall be prepared for execution in accordance with the approved form and shall be signed by the facsimile or manual signature of the Chair and attested by the manual or facsimile signature of the County Auditor. In case any officer whose signature shall appear on the Bonds shall cease to be an officer before delivery of the Bonds, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery.

B. The County Auditor is authorized and directed to obtain a copy of the proposed approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, which is to be complete except as to dating thereof and cause the opinion to be printed on or attached to each Bond.

2.05 A. The Board hereby appoints the County Auditor, as registrar, paying agent, authenticating agent and transfer agent for the Bonds (the “Bond Registrar”). The County reserves the right to name a substitute, successor Bond Registrar upon giving prompt written notice to each registered bond holder. The manual signature of the County Auditor on the Bonds shall be conclusive evidence that it has been executed and delivered under this Resolution.

B. The County shall cause to be kept by the Bond Registrar at its principal office, a bond register in which, subject to such reasonable regulations as the Bond Registrar may prescribe, the County shall provide for the registration of the Bonds and the registration of transfers of the Bonds entitled to be registered or transferred as herein provided. In the event of the resignation or removal of the Bond Registrar or its incapability of acting as such, the bond registration records shall be maintained at the office of the successor Bond Registrar as may be appointed by the Board.

2.06 Book-Entry System.

A. In order to make the Bonds eligible for the services provided by DTC, the County has previously agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations which has been executed by the County and DTC (the "Representation Letter").

B. Notwithstanding any provision herein to the contrary, so long as the Bonds shall be in Book-Entry Form, the provisions of this Section 2.06 shall govern.

C. All of the Bonds shall be registered in the name of Cede & Co., as nominee for DTC. Payment of interest on and principal of any Bond registered in the name of Cede & Co. shall be made by wire transfer or New York Clearing House or equivalent same day funds by 10:00 a.m. CT or as soon as possible thereafter following the Bond Registrar's receipt of funds from the County on each Interest Payment Date to the account of Cede & Co. on each Interest Payment Date at the address indicated in or pursuant to the Representation Letter.

D. DTC (or its nominees) shall be and remain recorded on the Bond Register as the holder of all Bonds which are in Book-Entry Form. No transfer of any Bond in Book-Entry Form shall be made, except from DTC to another depository (or its nominee) or except to terminate the Book-Entry Form. All Bonds of such stated maturity of any Bonds in Book-Entry Form shall be issued and remain in a single Bond certificate registered in the name of DTC (or its nominee); provided, however, that upon termination of the Book-Entry Form pursuant to the Representation Letter, the County shall, upon delivery of all Bonds of such series from DTC, promptly execute, and the Bond Registrar shall thereupon authenticate and deliver, Bonds of such series to all persons who were beneficial owners thereof immediately prior to such termination; and the Bond Registrar shall register such beneficial owners as holders of the applicable Bonds.

The Bond Registrar shall maintain accurate books and records of the principal balance, if any, of each such outstanding Bond in Book-Entry Form, which shall be conclusive for all purposes whatsoever. Upon the execution or the authentication of any new Bond in Book-Entry Form in exchange for a previous Bond, the Bond Registrar shall designate thereon the principal balance remaining on such bond according to the Bond Registrar's books and records.

No beneficial owner (other than DTC) shall be registered as the holder on the Bond Register for any Bond in Book-Entry Form or entitled to receive any bond certificate. The beneficial ownership interest in any Bond in Book-Entry Form shall be recorded, evidenced and transferred solely in accordance with the Book-Entry System.

Except as expressly provided to the contrary herein, the County and the Bond Registrar may treat and deem DTC to be the absolute owner of all Bonds of each series which are in Book-Entry Form (i) for the purpose of payment of the principal of and interest on such Bond, (ii) for the purpose of giving notices hereunder, and (iii) for all other purposes whatsoever.

E. The County and the Bond Registrar shall each give notices to DTC of such matters and at such times as are required by the Representation Letter, including the following:

(i) with respect to notices of redemption; and

(ii) with respect to any other notice required or permitted under this Bond Resolution to be given to any holder of a Bond.

All notices of any nature required or permitted hereunder to be delivered to a holder of a Bond in Book-Entry Form shall be transmitted to beneficial owners of such Bonds at such times and in such manner as shall be determined by DTC, the participants and indirect participants in accordance with the Book-Entry System and the Representation Letter.

F. All payments of principal, redemption price of and interest on any Bonds in Book-Entry Form shall be paid to DTC (or Cede & Co.) in accordance with the Book-Entry System and the Representation Letter in same day funds by wire transfer.

2.07 The principal of and interest on the Bonds shall be payable by the Bond Registrar in such funds as are legal tender for the payment of debts due the United States of America. The County shall pay the reasonable and customary charges of the Bond Registrar for the disbursement of principal and interest.

2.08 If a Bond becomes mutilated or is destroyed, stolen, or lost, the Bond Registrar will deliver a new Bond of like amount, number, maturity date, and tenor in exchange and substitution for and upon cancellation of the mutilated Bond or in lieu of and in substitution for any Bond destroyed, stolen, or lost, upon the payment of the reasonable expenses and charges of the Bond Registrar and the County in connection therewith, including the cost of printing new Bonds; and, in the case of a Bond destroyed, stolen, or lost, upon filing with the Bond Registrar and the County of evidence satisfactory to it and the County that the Bond was destroyed, stolen, or lost, and of the ownership thereof, and upon furnishing to the Bond Registrar of an appropriate bond or indemnity in form, substance, and amount satisfactory to it and the County and as provided by law, in which both the County and the Bond Registrar must be named as obligees. Bonds so surrendered to the Bond Registrar will be canceled by the Bond Registrar and evidence of such cancellation must be given to the County. If the mutilated, destroyed, stolen, or lost Bond has already matured or been called for redemption in accordance with its terms, it is not necessary to issue a new Bond prior to payment.

2.09 Delivery of the Bonds and payment of the purchase price shall be made at a place mutually satisfactory to the County and the Purchaser. Executed Bonds shall be furnished by the County without cost to the Purchaser. The Bonds, when prepared in accordance with this Resolution and executed, shall be delivered by or under the direction of the County Auditor to the Purchaser thereof upon receipt of the purchase price plus accrued interest.

Section 3. Form of the Bonds.

3.01 The Bonds shall be printed or typewritten in substantially the following form:

UNITED STATES OF AMERICA
STATE OF MINNESOTA

ST. LOUIS COUNTY

GENERAL OBLIGATION CAPITAL IMPROVEMENT REFUNDING BOND,
SERIES 2013D

R-_____ \$_____

<u>Rate</u>	<u>Maturity</u>	<u>Date of Original Issue</u>	<u>CUSIP</u>
_____%	December 1, 20__	September __, 2013	

REGISTERED OWNER: CEDE & CO.

PRINCIPAL AMOUNT: _____ DOLLARS

St. Louis County, Minnesota (the "County"), for value received, promises to pay to the registered owner specified above, or registered assigns, the principal amount specified above, on the maturity date specified above, and to pay interest on said principal amount to the registered owner hereof from the Date of Original Issue, or from the most recent Interest Payment Date to which interest has been paid or duly provided for, until the principal amount is paid or discharged, said interest being at the rate per annum specified above. Interest is payable semiannually on June 1 and December 1 of each year (each referred to herein as an "Interest Payment Date") commencing on June 1, 2014. Both principal hereof and interest hereon are payable in lawful money of the United States of America by check or draft at the main office of the County Auditor, as registrar, paying agent, authenticating agent and transfer agent (the "Bond Registrar"), or at the office of such successor registrar as may be designated by the Board of Commissioners. The Bond Registrar shall make all interest payments with respect to this Bond directly to the registered owner hereof shown on the bond registration records maintained on behalf of the County by the Bond Registrar at the close of business on the 15th day of the month next preceding the Interest Payment Date (whether or not a business day) at such owner's address shown on said bond registration records, without, except for payment of principal on the Bond, the presentation or surrender of this Bond, and all such payments shall discharge the obligations of the County to the extent of the payments so made. Payment of principal shall be made upon presentation and surrender of this Bond to the Bond Registrar when due. For the prompt and full payment of such principal and interest as they become due, the full faith and credit of the County are irrevocably pledged.

This Bond is one of a series issued by the County in the aggregate amount of \$5,920,000, all of like date and tenor, except as to number, amount, maturity date and interest rate, pursuant to the authority contained in Minnesota Statutes, Chapter 475, Section 475.67, Subd. 1 through 4, and all other laws thereunto enabling, and pursuant to an authorizing resolution adopted by the governing body of the County on August 6, 2013 (the "Resolution"). This Bond is issued for the purpose of providing funds to refund in advance of maturity the 2013 through 2025 maturities of the County's

\$7,135,000 Taxable General Obligation Capital Improvement Bonds, Series 2010A (Build America Bonds-Direct Pay), dated December 9, 2010 (the "Refunded Bonds"). The County has levied a direct, annual ad valorem tax upon all taxable property within the County which shall be extended upon the tax rolls for the years and in the amounts sufficient to produce sums not less than five percent in excess of the amounts of principal and interest on the Bonds, as such principal and interest respectively come due.

The Bonds maturing in the years 20__ and 20__ shall be subject to mandatory redemption and redeemed in installments as provided in the Resolution, at par plus accrued interest to the date of redemption.

The Bonds of this series maturing in the years 2014 through 2021 are not subject to optional redemption before maturity, but those maturing, or subject to mandatory redemption, in the year 2022 and in subsequent years are each subject to redemption and prepayment at the option of the County on December 1, 2021, and on any day thereafter, in whole or in part, and if in part at the option of the County and in such manner as the County shall determine and by lot as to Bonds maturing in the same year, at a price of par plus accrued interest. Not less than 30 days nor more than 60 days prior to the date fixed for redemption and prepayment of any Bonds, notice of redemption shall be mailed to each registered owner of a Bond to be redeemed; however, so long as the Bonds are registered in the name of Cede & Co., as nominee for The Depository Trust Company, New York, New York ("DTC"), notice of redemption shall be given in accordance with the terms of the Blanket Issuer Letter of Representations executed by the County and DTC. If any Bond is redeemed in part, upon surrender of the Bond being redeemed, the County shall deliver or cause to be delivered to the registered owner of such Bond, a Bond in like form in the principal amount equal to that portion of the Bond so surrendered not being redeemed.

The Bonds of this series are issued as fully registered obligations without coupons, in the denomination of \$5,000 or any integral multiple thereof. Subject to limitations set forth in the Resolution, the County will, at the request of the registered owner, issue one or more new fully registered Bonds in the name of the registered owner in the aggregate principal amount equal to the unpaid principal balance of this Bond, and of like tenor except as to number and principal amount. This Bond is transferable by the registered owner hereof upon surrender of this Bond for transfer at the principal corporate office of the Bond Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Bond Registrar and executed by the registered owner hereof or the owner's attorney duly authorized in writing. Thereupon the County shall execute and the Bond Registrar shall authenticate if required by law or the Resolution, and deliver, in exchange for this Bond, one or more new fully registered Bonds in the name of the transferee, of an authorized denomination, in an aggregate principal amount equal to the unpaid principal amount of this Bond, of the same maturity, and bearing interest at the same rate. No service charge shall be made for any transfer or exchange hereinbefore referred to but the County may require payment of a sum sufficient to cover any tax or other governmental charge payable in connection therewith.

IT IS CERTIFIED AND RECITED that all acts and conditions required by laws and the Constitution of the State of Minnesota to be done and to exist precedent to and in the issuance of this Bond, in order to make it a valid and binding general obligation of the County in accordance with its terms, have been done and do exist in form, time and manner as so required; that all taxable property within the corporate limits of the County

is subject to the levy of ad valorem taxes to the extent needed to pay the principal hereof and the interest thereon when due, without limitation as to rate or amount; and that the issuance of this Bond does not cause the indebtedness of the County to exceed any charter, constitutional or statutory limitation.

IN WITNESS WHEREOF, St. Louis County, Minnesota, by its governing body, has caused this Bond to be executed in its name by the manual or facsimile signatures of the Chair and the County Auditor.

Date of Execution: _____

ATTEST:

(form-no signature required) _____
County Auditor

(form-no signature required) _____
Chair

Certificate as to Legal Opinion

I certify that the above is a full, true and correct copy of the legal opinion rendered by Bond Counsel on the issuance of the Bonds, dated as of the date of delivery of and payment for the Bonds.

(form-no signature required) _____
County Auditor

REGISTRATION CERTIFICATE

This Bond must be registered as to both principal and interest in the name of the owner on the books to be kept by the County Auditor of St. Louis County, Minnesota, as Bond Registrar. No transfer of this Bond shall be valid unless made on said books by the registered owner or the owner's attorney thereunto duly authorized and similarly noted on the registration books. The ownership of the unpaid principal balance of this Bond and the interest accruing thereon is registered on the books of the County Auditor in the name of the registered owner last noted below.

<u>Date</u>	<u>Registered Owner</u>	<u>Signature of County Auditor</u>
__/__/13	Cede and Co. c/o The Depository Trust Company 55 Water Street New York, NY 10041 Federal Taxpayer I.D. No. 13-2555119	<i>(form-no signature required)</i>

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto _____

(Name and Address of Assignee)

Social Security or Other

Identifying Number of Assignee

the within Bond and all rights thereunder and does hereby irrevocably constitute and appoint _____ attorney to transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

NOTICE: The signature to this assignment must correspond with the name of the registered owner as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatsoever.

Signature Guaranteed:

(Bank, Trust Company, member of National Securities Exchange)

Unless this Bond is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the County or its agent for registration of transfer, exchange, or payment, and any Bond issued is registered in the name of Cede & Co. or in such other name as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL, inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

Section 4. Refunding; Findings; Redemption of Refunded Bonds.

4.01 A. Refunded Bonds Debt Service Fund. Proceeds of the Bonds in the amount of \$5,819,675.08 are hereby irrevocably appropriated to the Taxable General Obligation Capital Improvement Bonds, Series 2010 Debt Service Fund (the "2010 Bonds Debt Service Fund"), which funds and the monies previously appropriated and deposited in the 2010 Bonds Debt Service Fund (\$529,097.50) shall be segregated and shall constitute a separate trust fund to be used for no purpose other than the prepayment and redemption of the Refunded Bonds maturing on and after December 1, 2013, on

the Redemption Date. Such proceeds, together with the other monies on deposit in the 2010 Bonds Debt Service Fund, may be invested only in direct obligations of the United States of America maturing in time to pay the principal of and interest on the entire outstanding Refunded Bonds on the Redemption Date.

B. It is hereby found and determined that the proceeds of the Bonds in the amount of \$5,819,675.08, together with funds on deposit in the 2010 Bonds Debt Service Fund in the amount of \$529,097.50, will be sufficient (i) to pay the interest (\$73,772.58) due on the Refunded Bonds on the Redemption Date; and (ii) to prepay and redeem the outstanding principal (\$6,275,000) of the Refunded Bonds maturing on and after December 1, 2013 on the Redemption Date.

C. The County Auditor or the designee thereof is hereby authorized and directed to send the Notice of Call for Redemption attached hereto as Exhibit A to the holders of the Refunded Bonds to be redeemed, in accordance with its terms and in accordance with the Representation Letter.

D. The County Auditor or the designee thereof is hereby authorized and directed to cause to be provided a material event notice regarding the Refunded Bonds in accordance with the Continuing Disclosure Certificate of the County dated December 9, 2010, and delivered in connection with the 2010 Bonds.

E. There is hereby appropriated any balance of the monies in the 2010 Bonds Debt Service Fund to the Debt Service Fund after payment of the Refunded Bonds.

Section 5. Covenants; Accounts and Tax Levies.

5.01 A. Debt Service Fund. For the convenience and proper administration of the monies to be borrowed and repaid on the Bonds and to provide adequate and specific security for the Purchaser and holders from time to time of the Bonds, there is hereby created a special fund to be designated the 2013D General Obligation Capital Improvement Refunding Bonds Debt Service Fund (the "Debt Service Fund") to be administered and maintained by the County Auditor as a bookkeeping account separate and apart from all other funds maintained in the official financial records of the County. The Debt Service Fund shall be maintained in the manner herein specified until all of the Bonds and interest thereon have been fully paid.

B. To the Debt Service Fund there is hereby pledged and irrevocably appropriated and there shall be credited: (i) any balance remaining after the Redemption Date in the 2010 Bonds Debt Service Fund; (ii) all investment earnings on funds in the Debt Service Fund; (iii) accrued interest, if any; (iv) any taxes levied to pay the principal and interest on the Bonds; and (v) any and all other monies which are properly available and are appropriated by the County to the Debt Service Account.

The money in the Debt Service Fund shall be used for no purpose other than the payment of principal of and interest on the Bonds. If the balances in the Debt Service Fund are ever insufficient to pay all principal and interest then due on the Bonds, the County Auditor shall nevertheless provide sufficient money from any other funds of the County which are available for that purpose, and such other funds shall be reimbursed from the Debt Service Fund when the balance therein is sufficient.

5.02 A. For the prompt and full payment of the principal and interest on the Bonds, the full faith and credit and taxing power of the County are hereby irrevocably pledged. To assure sufficient monies for the payment of principal and interest on the Bonds, there is hereby levied a direct, annual, ad valorem tax upon all taxable property in the County which shall be extended upon the tax rolls and collected with and as part of the other general property taxes in the County for the years and in the amounts as follows:

Levy Year	Collection Year	Tax Levy
2013	2014	*
2014	2015	
2015	2016	
2016	2017	
2017	2018	
2018	2019	
2019	2020	
2020	2021	
2021	2022	
2022	2023	
2023	2024	
2024	2025	

* The levy Collection Year 2014 is reduced by \$_____, which is the amount of the initial deposit, at closing, into the Debt Service Fund.

B. The tax levies are such that if collected in full they, together with the accrued interest, if any, will produce at least five percent in excess of the amount needed to meet when due the principal and interest payments on the Bonds. Such tax receipts shall be deposited in the Debt Service Fund. If the tax receipts from such levies are ever insufficient to pay all principal and interest on the Bonds when due, the County Auditor shall, nevertheless, provide sufficient monies from other funds of the County which are available and such other funds shall be reimbursed from such tax collections when received.

C. Such tax levies shall be irrevocable as long as any of the Bonds issued hereunder are outstanding and unpaid; provided, however, that prior to November 30 of each year, while any Bonds issued hereunder remain outstanding, the Board may reduce or cancel the above levies to the extent of the amount on deposit in and which has been appropriated to the Debt Service Fund to pay the principal of and interest on the Bonds, and may direct the County Auditor to reduce the levy for such year by that amount.

5.03 Monies on deposit in the Debt Service Fund may, at the discretion of the County, be invested in securities permitted by Minnesota Statutes, Chapter 118A; provided, that any such investments shall mature at such times and in such amounts as will permit for payment of the principal and interest on the Bonds when due.

5.04 Proceeds of the Bonds in the amount of \$_____ shall be used by the County to pay costs of issuance of the Bonds.

Section 6. Tax Covenants.

6.01 The County covenants and agrees with the holders of the Bonds that the County will (i) take all action on its part necessary to cause the interest on the Bonds to be exempt from federal income taxes including, without limitation, restricting, to the extent necessary, the yield on investments made with the proceeds of the Bonds and investment earnings thereon, making required payments to the federal government, if any, and maintaining books and records in a specified manner, where appropriate, and (ii) refrain from taking any action which would cause interest on the Bonds to be subject to federal

income taxes, including, without limitation, refraining from spending the proceeds of the Bonds and investment earnings thereon on certain specified purposes.

6.02 A. No portion of the proceeds of the Bonds shall be used directly or indirectly to acquire higher yielding investments or to replace funds which were used directly or indirectly to acquire higher yielding investments, except (i) for a reasonable temporary period until such proceeds are needed for the purpose for which the Bonds were issued, and (ii) in addition to the above, in an amount not greater than the lesser of five percent of the proceeds of the Bonds or \$100,000. To this effect, any proceeds of the Bonds and any sums from time to time held in the Debt Service Fund (or any other County account which will be used to pay principal and interest to become due on the Bonds) in excess of amounts which under the applicable federal arbitrage regulations may be invested without regard as to yield shall not be invested at a yield in excess of the applicable yield restrictions imposed by the arbitrage regulations on such investments after taking into account any applicable temporary periods of minor portion made available under the federal arbitrage regulations.

B. In addition, the proceeds of the Bonds and money in the Debt Service Fund shall not be invested in obligations or deposits issued by, guaranteed by or insured by the United States or any agency or instrumentality thereof if and to the extent that such investment would cause the Bonds to be federally guaranteed within the meaning of Section 149(b) of the Internal Revenue Code of 1986, as amended (the "Code").

C. The County hereby covenants not to use the proceeds of the Bonds, or to cause or permit them to be used, in such a manner as to cause the Bonds to be "private activity bonds" within the meaning of Sections 103 and 141 through 150 of the Code.

6.03 A. The County covenants and certifies to and for the benefit of the owners of the Bonds that no use will be made of the proceeds of the Bonds which will cause the Bonds to be arbitrage bonds within the meaning of Section 148(a) of the Code and the Treasury Regulations promulgated thereunder.

B. The County expects all proceeds of the Bonds will be spent within six months of the date of closing and delivery of the Bonds and no rebate of arbitrage profits will be required. In the event proceeds of the Bonds are not so spent, the County will compute and cause the payment to the United States of all amounts required under the rebate requirement of Section 148(f) of the Code and the Regulations issued thereunder.

6.04 In addition to the Bonds, the County is selling, pursuant to a single offering document and on the same date, the following obligations: (i) General Obligation Capital Improvement Bonds, Series 2013A (the "Series 2013A Bonds"); (ii) General Obligation Capital Equipment Notes, Series 2013B (the "Series 2013B Notes"); and (iii) General Obligation Capital Improvement Refunding Bonds, Series 2013C (the "Series 2013C Bonds"). The Bonds will be paid out of substantially the same source as the Series 2013A Bonds, the Series 2013B Notes and the Series 2013C Bonds; consequently, the Bonds, the Series 2013A Bonds, the Series 2013B Notes and the 2013C Bonds are a single issue under Treasury Regulations Section 1.150-1(c).

Section 7. Miscellaneous.

7.01 The County Auditor is directed to file a certified copy of this Resolution and such other information as may be required, and to provide to bond counsel a certificate stating that the Bonds herein authorized have been duly entered on his register.

7.02 The officers of the County are authorized and directed to prepare and furnish to the Purchaser and to bond counsel, certified copies of all proceedings and records of the County relating to the legality and marketability of the Bonds, as such facts appear from the official books and records in the officers' custody or are otherwise known to them. All such certified copies, Bonds, and affidavits, including any heretofore furnished, constitute representations of the County as to the correctness of the facts recited therein and the action stated therein to have been taken.

7.03 The Chair and the County Auditor are hereby authorized and directed to certify that they have examined the Official Statement prepared and circulated in connection with the issuance and sale of the Bonds and that to the best of their knowledge and belief the Official Statement is a complete and accurate representation of the facts and representations made therein as of the date of the Official Statement.

7.04 In the event of the absence or disability of the Chair or the County Auditor, such officers as in the opinion of the County Attorney may act in their behalf shall, without further act or authorization, execute and deliver the Bonds, and do all things and execute all instruments and documents required to be done or executed by such absent or disabled officers.

Section 8. Continuing Disclosure. The County acknowledges that the Bonds are subject to the continuing disclosure requirements of Rule 15c2-12 promulgated by the Securities and Exchange Commission under the Securities Exchange Act of 1934 (17 C.F.R. § 240.15c2-12) (the "Rule"). The Rule governs the obligations of certain underwriters to require that issuers of municipal bonds enter into agreements for the benefit of the bondholders to provide continuing disclosure with respect to the bonds. To provide for the public availability of certain information relating to the Bonds and the security therefor and to permit underwriters of the Bonds to comply with the Rule, which will enhance the marketability of the Bonds, the Chair and the County Auditor are hereby authorized and directed to execute a Continuing Disclosure Certificate substantially in the form of the Certificate currently on file in the office of the County Auditor.

Section 9. Post-Issuance Compliance Policy and Procedures. The Board has previously approved a Post-Issuance Debt Compliance Policy and Post-Issuance Debt Compliance Procedures which applies to qualifying obligations to provide for compliance with all applicable federal regulations for tax-exempt obligations or tax-advantaged obligations (collectively, the "Policy and Procedures"). The Board hereby approves the Policy and Procedures for the Bonds. The County Auditor continues to be designated to be responsible for post-issuance compliance in accordance with the Policy and Procedures.

Adopted: August 6, 2013.

EXHIBIT A

NOTICE OF CALL FOR REDEMPTION

\$7,135,000 Taxable General Obligation Capital Improvement Bonds,
Series 2010A (Build America Bonds-Direct Pay)
of St. Louis County, Minnesota

NOTICE IS HEREBY GIVEN that, by order of the Board of Commissioners of St. Louis County, Minnesota (the "Board"), there have been called for redemption and prepayment on

October 15, 2013

all outstanding bonds of the County designated as the \$7,135,000 Taxable General Obligation Capital Improvement Bonds, Series 2010A (Build America Bonds-Direct Pay), dated December 9, 2010, which mature on the following dates:

Number	Maturity Date (December 1)	Principal Amount*	Interest Rate	CUSIP Number**
R-3	2013	\$430,000	1.20%	791230 PK5
R-4	2014	\$435,000	1.45%	791230 PL3
R-5	2015	\$440,000	1.90%	791230 PM1
R-6	2016	\$450,000	2.20%	791230 PN9
R-7	2017	\$455,000	2.55%	791230 PP4
R-8	2018	\$465,000	2.85%	791230 PQ2
R-9	2019	\$475,000	3.15%	791230 PR0
R-10	2020	\$490,000	3.50%	791230 PS8
R-11	2021	\$500,000	3.75%	791230 PT6
R-12	2022	\$515,000	4.00%	791230 PU3
R-13	2023	\$525,000	4.25%	791230 PV1
R-14	2024	\$540,000	4.45%	791230 PW9
R-15	2025	\$555,000	4.65%	791230 PX7

The Bonds are being called at a price of par plus accrued interest to October 15, 2013, on which date they will cease to bear interest. Holders of the Bonds hereby called for redemption should present their Bonds for payment at the office of the County Auditor, St. Louis County, Minnesota, 100 North 5th Avenue West, Duluth, Minnesota 55802.

**BY ORDER OF THE BOARD OF COMMISSIONERS
OF ST. LOUIS COUNTY, MINNESOTA**

It is recommended that you mail your Bond registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the Issuer nor the Bond Registrar shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate (the “Disclosure Certificate”) is executed and delivered by St. Louis County, Minnesota (the “Issuer”) in connection with the issuance of the \$ _____ General Obligation _____, Series 2013_, dated September 5, 2013 (the “Obligations”). The Obligations are being issued pursuant to a Resolution of the Issuer dated August 6, 2013 (the “Resolution”). The Issuer covenants and agrees as follows:

Section 1. (a) Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders and beneficial owners of the Obligations and in order to assist the Participating Underwriter in complying with the Rule (defined below). References in this Disclosure Certificate to holders of the Obligations shall include the beneficial owners of the Obligations. This Disclosure Certificate constitutes the written understanding under the Rule.

(b) Filing Requirements. Any filing under this Disclosure Certificate must be made solely by transmitting such filing to the MSRB (defined herein) through the Electronic Municipal Market Access (“EMMA”) System at www.emma.msrb.org in the format prescribed by the MSRB. All documents provided to the MSRB shall be accompanied by the identifying information prescribed by the MSRB.

Section 2. Definitions. In addition to the definitions set forth in the Resolution, which apply to any capitalized term used in this Disclosure Certificate unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“Annual Report” means any Annual Report provided by the Issuer pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

“Audited Financial Statements” means the Issuer’s annual financial statements, which are currently prepared in accordance with generally accepted accounting principles (GAAP) for governmental units as prescribed by the Governmental Accounting Standards Board (GASB) and which the Issuer intends to continue to prepare in substantially the same form.

“Code” means the Internal Revenue Code of 1986, as amended.

“Dissemination Agent” means such person from time to time designated in writing by the Issuer and which has filed with the Issuer a written acceptance of such designation.

“IRS” means the Internal Revenue Service of the Department of the Treasury.

“Listed Events” means any of the events listed in Sections 5(a) and 5(b) of this Disclosure Certificate.

“MSRB” means the Municipal Securities Rulemaking Board, whose current address is 1900 Duke Street, Suite 600, Alexandria, Virginia 22314.

“Official Statement” means the Official Statement, dated July 23, 2013, delivered in connection with the original issuance and sale of the Obligations, together with any amendments thereto or supplements thereof.

“Participating Underwriter” means any of the original underwriter(s) of the Obligations required to comply with the Rule in connection with offering of the Obligations.

“Rule” means Rule 15c2-12(b)(5) adopted by the SEC under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“SEC” means the Securities and Exchange Commission or any successor to its functions governing state and municipal securities.

Section 3. Provision of Annual Reports.

(a) The Issuer shall, or shall cause the Dissemination Agent to, not later than 12 months after the end of the fiscal year (presently December 31), commencing with the fiscal year ended December 31, 2013, provide to the MSRB, filed in accordance with Section 1(b) of this Disclosure Certificate, an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Certificate. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Certificate; provided that the Audited Financial Statements of the Issuer may be submitted separately from the balance of the Annual Report and later than the date required above for the filing of the Annual Report if they are not available by that date; provided, however, unaudited financial information will be provided and the Audited Financial Statements will be submitted to the MSRB when and if available. The Issuer may provide the Annual Report by specific reference to documents previously provided to the MSRB or filed with the SEC; provided, however, that if the document so referenced is a final official statement within the meaning of the Rule, such final official statement must be available from the MSRB.

(b) Not later than 15 days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Issuer shall provide the Annual Report to the Dissemination Agent (if the Issuer is not the Dissemination Agent).

(c) If the Issuer is unable or fails to provide an Annual Report by the date required in subsection (a), the Issuer shall send in a timely manner a notice of such fact to the MSRB in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate.

Section 4. Content of Annual Reports. The Issuer’s Annual Report shall contain or incorporate by reference the Audited Financial Statements and updates of the following sections

of the Official Statement to the extent such financial information and operating data are not included in the Audited Financial Statements:

- (a) County Property Values
- (b) County Indebtedness
- (c) County Tax Rates, Levies and Collections

Section 5. Reporting of Significant Events.

(a) The Issuer shall give, or cause to be given notice of the occurrence of any of the following events with respect to the Obligations, in a timely manner not in excess of ten business days after the occurrence of the event:

- (1) principal and interest payment delinquencies;
- (2) unscheduled draws on debt service reserves reflecting financial difficulties;
- (3) unscheduled draws on credit enhancements reflecting financial difficulties;
- (4) substitution of credit or liquidity providers, if any, or their failure to perform;
- (5) adverse tax opinions or the issuance by the IRS of proposed or final determinations of taxability or of a Notice of Proposed Issue (IRS Form 5701-TEB);
- (6) tender offers;
- (7) defeasances;
- (8) rating changes; or
- (9) bankruptcy, insolvency, receivership or similar event of the Issuer.

(b) The Issuer shall give, or cause to be given, notice of the occurrence of any of the following events with respect to the Obligations, *if material*, in a timely manner not in excess of ten business days after the occurrence of the event:

- (1) non-payment related defaults;
- (2) unless described in (a)(5) above, other notices or determinations by the IRS with respect to the tax-exempt status of the Obligations, or other events affecting the tax-exempt status of the Obligations;
- (3) modifications to rights of holders of the Obligations;

- (4) bond calls;
- (5) release, substitution or sale of property securing repayment of the Obligations;
- (6) the consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; or
- (7) appointment of a successor or additional trustee or the change of name of a trustee.

(c) For the purposes of the event identified in subsection (a)(9), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(d) Whenever the Issuer obtains knowledge of the occurrence of a Listed Event under subsection (b), the Issuer shall as soon as possible determine if such event would constitute material information for holders of Obligations.

(e) Unless otherwise required by law, the Issuer shall submit the information in the format prescribed by the MSRB, as described in Section 1(b) of this Disclosure Certificate.

Section 6. Termination of Reporting Obligation. The Issuer's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Obligations.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The Dissemination Agent shall not be responsible in any manner for the content of any notice or report prepared by the Issuer pursuant to this Disclosure Certificate. If at any time there is not any other designated Dissemination Agent, the Issuer shall be the Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate and any provision of this Disclosure Certificate may be waived if such amendment or waiver is supported by an opinion of

nationally recognized bond counsel to the effect that such amendment or waiver would not, in and of itself, cause the undertaking herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

Section 9. Additional Information. Nothing in this Disclosure Certificate shall be deemed to prevent the Issuer from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Issuer chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Certificate, the Issuer shall have no obligation under this Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Default.

(a) The Issuer has never failed to comply in all material respects with any previous undertakings under the Rule to provide annual reports or notices of material events.

(b) In the event of a failure of the Issuer to comply with any provision of this Disclosure Certificate, any holder or beneficial owner of the Obligations may take such action as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Issuer to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an event of default under the Resolution, and the sole remedy under this Disclosure Certificate in the event of any failure of the Issuer to comply with this Disclosure Certificate shall be an action to compel performance.

Section 11. Duties, Immunities and Liabilities of Dissemination Agent. The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Certificate, and the Issuer agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents, harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including attorneys fees) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or willful misconduct. The obligations of the Issuer under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Obligations.

Section 12. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Dissemination Agent, the Participating Underwriter and holders and beneficial owners from time to time of the Obligations, and shall create no rights in any other person or entity.

Section 13. Reserved Rights. The Issuer reserves the right to discontinue providing any information required under the Rule if a final determination should be made by a court of

competent jurisdiction that the Rule is invalid or otherwise unlawful or, subject to the provisions of Section 8 hereof, to modify the undertaking under this Disclosure Certificate if the Issuer determines that such modification is required by the Rule or by a court of competent jurisdiction.

Dated as of September 5, 2013.

ST. LOUIS COUNTY, MINNESOTA

By _____
Chair

By _____
County Auditor

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ESCROW AGREEMENT

between

ST. LOUIS COUNTY, MINNESOTA

and

**U.S. BANK NATIONAL ASSOCIATION
St. Paul, Minnesota**

as Escrow Agent

Dated as of September 5, 2013

Relating to

ST. LOUIS COUNTY, MINNESOTA

**GENERAL OBLIGATION CAPITAL IMPROVEMENT
BONDS, SERIES 2005A
Dated November 22, 2005**

This Escrow Agreement, dated as of September 5, 2013 (the "Escrow Agreement"), is between St. Louis County, Minnesota, a body politic and corporate and political subdivision of the State of Minnesota (the "Issuer"), and U.S. Bank, National Association in St. Paul, Minnesota, a national banking association (the "Escrow Agent").

BACKGROUND:

WHEREAS, the Issuer has heretofore issued its \$6,115,000 General Obligation Capital Improvement Bonds, Series 2005A, dated November 22, 2005 (the "2005 Bonds"), of which \$2,885,000 in principal amount maturing on December 1 in the years 2015 through 2020 is outstanding and is subject to redemption and prepayment on December 1, 2014 (the "Refunded Bonds") (December 1, 2014 is herein referred to as the "Redemption Date"); and

WHEREAS, the Resolution adopted by the Issuer pursuant to which the 2005 Bonds were issued, a copy of which is attached as Exhibit D (the "Refunded Bonds Resolution"), provides for the redemption of the Refunded Bonds at a price equal to the principal amount plus accrued interest after notice of the call for redemption is given by mailing such notice to the registered owner of each bond to be redeemed, and by publication if required, pursuant to Minnesota Statutes, Section 475.54, subdivision 4; and

WHEREAS, the Issuer has determined to provide, by the issuance of its \$9,565,000 General Obligation Capital Improvement Refunding Bonds, Series 2013C dated September 5, 2013 (the "Bonds"), funds which will be used (i) for the purpose of prepaying the principal amount of the Refunded Bonds on the Redemption Date; and (ii) for the purpose of prepaying the principal of the County's General Obligation Capital Improvement Bonds, Series 2004A (the "2004 Bonds"); and

WHEREAS, the Bonds and the 2005 Bonds are registered in the name of Cede & Co., as nominee for the Depository Trust Company, New York, New York ("DTC"); and

WHEREAS, in order to make the Bonds and the 2005 Bonds eligible for the services provided by DTC, the Issuer has agreed to the applicable provisions set forth in the Blanket Issuer Letter of Representations executed by the Issuer and DTC (the "Representation Letter"); and

WHEREAS, a portion of the proceeds of the Bonds along with certain other moneys to be delivered to the Escrow Agent are to be used to purchase certain federal securities hereinafter specified, which together with an initial cash balance are to be held in escrow by the Escrow Agent and are to be set apart and irrevocably segregated in a special trust fund sufficient to ensure the payment of interest due on \$_____ of the principal of the Bonds as set forth on Exhibit E hereto (the "2005 Refunded Bonds Portion of the Bonds") through the Redemption Date and the principal of the Refunded Bonds on the Redemption Date; and

WHEREAS, the 2004 Bonds will not be prepaid through this Escrow Agreement.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

Section 1. Authority. The Issuer has, in accordance with a resolution of its governing body, adopted on August 6, 2013 (the "Resolution"), issued and sold the 2005 Refunded Bonds Portion of the Bonds for the purpose of funding the Escrow Account established in the Resolution (the "Escrow Account"), from which shall be paid interest coming due on the 2005 Refunded Bonds Portion of the

Bonds through the Redemption Date, and the principal of the Refunded Bonds on the Redemption Date, and has authorized the call for redemption of the Refunded Bonds.

Section 2. Directions to Escrow Agent.

- A. In order to fund the Escrow Account, the Issuer directs the Escrow Agent that:
- i. a portion of the proceeds of the Bonds in the amount of \$_____; plus
 - ii. accrued interest paid by the purchaser of the Bonds in the amount of \$0.00 [the amount set forth in the foregoing clause (i) is herein referred to as the “Proceeds”]; plus
 - iii. the Issuer’s funds in the amount of \$0.00 (“Funds”);

be applied by the Escrow Agent:

- a. to the purchase of obligations of the United States of America described in Exhibit B (the “Federal Securities”);
- b. to establishing a beginning cash deposit in the Escrow Account (the “Cash Balance”), all as set forth on Exhibit A;
- c. to be retained by the Escrow Agent for its fees under this Escrow Agreement;
- d. to redeeming the Refunded Bonds in accordance with the Notice of Call for Redemption attached hereto as Exhibit C (the “Notice”); and
- e. to payment of interest on the 2005 Refunded Bonds Portion of the Bonds through the Redemption Date.

B. The Issuer further directs that the Federal Securities and Cash Balance, together with interest to be earned thereon, shall be used to pay interest due on the 2005 Refunded Bonds Portion of the Bonds through the Redemption Date and the principal of the Refunded Bonds outstanding on the Redemption Date.

Section 3. Escrow Account.

A. The Escrow Agent acknowledges receipt of the Federal Securities and Cash Balance and agrees that it will hold such Federal Securities and Cash Balance in the Escrow Account, which shall be a special, segregated and irrevocable Escrow Account in the name of the Issuer.

B. The deposit made to the Escrow Account constitutes an irrevocable deposit for the benefit of the holders of the Refunded Bonds. The Federal Securities, together with any interest earned thereon and the Cash Balance in the Escrow Account shall be held in trust and shall be applied solely in accordance with the provisions hereof and of the Resolution.

C. The Escrow Account created hereby shall be unconditional and irrevocable (except with the written consent of the holders of all outstanding Refunded Bonds), and the holders of the Refunded

Bonds shall have an express lien on the Federal Securities and Cash Balance in the Escrow Account until paid out, used and applied in accordance with this Escrow Agreement and the Resolution.

D. It is recognized that title to the Federal Securities and Cash Balance and other amounts held in the Escrow Account from time to time shall remain vested in the Issuer, but subject always to the prior charge and lien thereof of this Escrow Agreement and the use thereof required to be made by the provisions of this Escrow Agreement. The Escrow Agent shall hold all such Federal Securities, Cash Balance and other monies in a special trust fund separate and apart from all other funds and securities of the Escrow Agent, and shall never commingle such Federal Securities or Cash Balance with any other monies.

E. Except as may be directed by the Issuer if accompanied by a legal opinion of nationally-recognized bond counsel in form and substance satisfactory to the Escrow Agent, the Escrow Agent shall have no power or duty to invest any monies held hereunder or to make substitutions of the Federal Securities held hereunder or to sell, transfer or otherwise dispose of the Federal Securities acquired hereunder, except to collect the principal thereof at maturity and the interest thereon as the same become due and payable. In the event the Escrow Account is reinvested, such reinvestment shall comply with the provisions of Minnesota Statutes, Section 475.67, Subdivision 13.

Section 4. Escrow Verification Report. The Issuer and the Escrow Agent acknowledge receipt of a report of _____ of _____, _____, certified public accountants (the "Escrow Verification Report"), verifying that the Federal Securities, together with the interest to be earned thereon and the Cash Balance in the Escrow Account, will be sufficient to pay all of the interest due on the 2005 Refunded Bonds Portion of the Bonds through the Redemption Date, and the principal of the Refunded Bonds on the Redemption Date.

Section 5. Issuer Covenants.

A. The Issuer covenants that it will not repeal or amend the Refunded Bonds Resolution or the Resolution.

B. The Issuer covenants that upon receipt of notice from the Escrow Agent pursuant to Section 6.E. of this Agreement that monies on hand in the Escrow Account and available for payment of interest on the 2005 Refunded Bonds Portion of the Bonds and principal of the Refunded Bonds will not be sufficient to make any payment when due to the holders of any of the Bonds or the Refunded Bonds, the Issuer will forthwith deposit in the Escrow Account, but only from monies on hand and legally available for such purpose, such additional monies as may be required to pay fully the amount so to become due and payable, and the Issuer recognizes its obligation under Minnesota Statutes, Section 475.61, to levy ad valorem taxes on all taxable property over which the Issuer has jurisdiction to the extent required to produce the monies necessary for this purpose.

C. The Issuer covenants that any monies held in trust by the Escrow Agent for the payment and discharge of any of the Refunded Bonds which remain after the Redemption Date and are returned to the Issuer in accordance with this Agreement, will be utilized in accordance with the Resolution.

Section 6. Duties of the Escrow Agent.

A. The Escrow Agent agrees with respect to the notice of redemption for the Refunded Bonds, that:

i. if it is not the bond registrar and paying agent for the Refunded Bonds, it will mail the Notice to the bond registrar and paying agent for the Refunded Bonds at least 45 but not more than 60 days prior to the Redemption Date and direct the bond registrar and paying agent for the Refunded Bonds to provide the Notice to the holders of the Refunded Bonds as and when required by the Refunded Bonds Resolution; or

ii. if it is the bond registrar and paying agent for the Refunded Bonds, it shall provide the Notice to the holders of the Refunded Bonds as and when required by the Refunded Bonds Resolution; and

iii. notwithstanding the foregoing, if the Refunded Bonds are registered in the name of Cede & Co., as nominee for DTC, it will send the Notice to DTC at the location shown in Section 15 of this Escrow Agreement, in a secure fashion (that is, a legible facsimile transmission, registered or certified mail, or overnight delivery service) and verify the timely receipt by DTC of the Notice at least two business days in advance of the publication date of the Notice or at least 32 days prior to the Redemption Date. (Notice to DTC required hereunder will be deemed sufficient if given in accordance with the then-applicable DTC Operational Arrangements.)

B. The Escrow Agent agrees with respect to payment of interest coming due on the 2005 Refunded Bonds Portion of the Bonds on and prior to the Redemption Date, that:

i. if it is not the bond registrar and paying agent for the Bonds, it shall remit from the Escrow Account to the bond registrar and paying agent for the Bonds, the money required for payment of all of the interest due on the Bonds on each interest payment date through the Redemption Date; or

ii. if it is the bond registrar and paying agent for the Bonds, it shall remit from the Escrow Account directly to the holders of the Bonds the money required for payment of all of the interest due on the Bonds on each interest payment date through the Redemption Date.

C. The Escrow Agent agrees with respect to payment of the outstanding principal amount of the Refunded Bonds on the Redemption Date, that:

i. if it is not bond registrar and paying agent for the Refunded Bonds, it shall remit from the Escrow Account to the bond registrar and paying agent for the Refunded Bonds, the principal of the Refunded Bonds on the Redemption Date; or

ii. if it is the bond registrar and paying agent for the Refunded Bonds, it shall remit from the Escrow Account directly to the holders of the Refunded Bonds the principal amount of the Refunded Bonds on the Redemption Date.

D. The Escrow Agent shall collect the matured principal of and interest on the Federal Securities as they become due and payable.

E. The Escrow Agent shall immediately notify the Issuer if at any time it shall appear to the Escrow Agent that the monies on hand in the Escrow Account and available for payment of interest on the

Bonds and principal of the Refunded Bonds will not be sufficient to make any payment when due to the holders of any of the 2005 Refunded Bonds Portion of the Bonds or the Refunded Bonds.

F. The Escrow Agent shall return to the Issuer any monies held in trust for the payment and discharge of any of the Refunded Bonds which remain after the Redemption Date.

Section 7. Reliance by Escrow Agent. As to the existence or nonexistence of any fact or as to the sufficiency or validity of any instrument, paper or proceeding, the Escrow Agent shall be entitled to rely upon a certificate signed on behalf of the Issuer by the Chair or the County Auditor as sufficient evidence of the facts therein contained. The Escrow Agent may accept a certificate of the County Auditor of the Issuer to the effect that a resolution in the form therein set forth has been adopted by the Issuer as conclusive evidence that such resolution has been duly adopted and is in full force and effect.

Section 8. Limitation of Escrow Agent Liability. It is understood and agreed that the responsibilities of the Escrow Agent under this Escrow Agreement are limited to: (a) the safekeeping and segregation of the Federal Securities, Cash Balance and other monies deposited in the Escrow Account; (b) the collection of and accounting for the principal and interest payable with respect thereto; (c) the application of money in the Escrow Account as herein provided; and (d) providing the notices of redemption as required by Section 6.A. herein; provided, however, that no provision of this Escrow Agreement herein contained shall be construed to require the Escrow Agent to keep the identical monies, or any part thereof, received for the Escrow Account on hand, but monies of an equal amount (except to the extent such are represented by investments permitted under this Escrow Agreement) shall always be maintained on hand as funds held by the Escrow Agent as trustee, belonging to the Issuer and a special account shall at all times be maintained on the books of the Escrow Agent, together with such investments. In the event of the Escrow Agent's failure to account for any money or obligations held by it in the Escrow Account, such money and obligations shall be and remain the property of the Issuer, and if for any reason such money or obligations cannot be identified, all other assets of the Escrow Agent shall be impressed with a trust for the amount thereof, and the Issuer shall be entitled to a preferred claim upon such assets.

Section 9. Fees of Escrow Agent. The Escrow Agent also acknowledges receipt of the sum of \$_____ as the escrow agent fee and which shall be used for the payment of the fees and expenses of the Escrow Agent in connection with and for services rendered by it pursuant to this Escrow Agreement. The Escrow Agent shall have no lien whatsoever upon, and hereby expressly waives any such lien or any claim against, any of the Federal Securities and monies in the Escrow Account for the payment of said fees and expenses. If the fees or expenses are less than estimated, the Escrow Agent shall, as soon as reasonably practicable, return the unused monies to the Issuer.

Section 10. Concerning the Bondholders. This Escrow Agreement shall be binding upon and inure to the benefit of the Issuer and the Escrow Agent and their respective successors and assigns. In addition, this Escrow Agreement shall constitute a third-party beneficiary contract for the benefit of the holders of the Refunded Bonds. Such third-party beneficiaries shall be entitled to enforce performance and observance by the Issuer and the Escrow Agent of the respective agreements and covenants herein contained as fully and completely as if such third-party beneficiaries were parties hereto. Any bank into which the Escrow Agent may be merged or with which it may be consolidated or any bank resulting from any merger or consolidation to which it shall be a party or any bank to which it may sell or transfer all or substantially all of its corporate trust business shall be a successor escrow agent without the execution of any document or the performance of any further act.

Section 11. Term. This Escrow Agreement shall terminate when the Refunded Bonds have been paid in accordance with the provisions of this Escrow Agreement. If any Refunded Bonds are not presented to the bond registrar and paying agent for the Refunded Bonds for payment when due and payable, the nonpayment thereof shall not prevent the termination of this Escrow Agreement.

Section 12. Severability. If any one or more of the covenants or agreements provided in this Escrow Agreement on the part of the parties to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Escrow Agreement.

Section 13. Counterparts. This Escrow Agreement may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument. This Escrow Agreement shall be governed by the laws of the State of Minnesota.

Section 14. Capitalized Terms. Capitalized terms not otherwise defined herein have the meaning given in the Resolution.

Section 15. Notices. Unless otherwise provided by the respective parties, all notices to each of them shall be addressed as follows:

To the Issuer:	St. Louis County, Minnesota Attn: County Auditor 100 North 5 th Avenue West Duluth, Minnesota 55802
To the Fiscal Consultant:	Springsted Incorporated 380 Jackson Street, Suite 300 St. Paul, Minnesota 55101-2887
To Bond Counsel:	Fryberger, Buchanan, Smith & Frederick, P.A. Attn: Robert E. Toftey 302 West Superior Street, Suite 700 Duluth, Minnesota 55802
To the Escrow Agent:	U.S. Bank National Association Attn: Diane Johnson Corporate Trust Services EP-MN-WS3C 60 Livingston Avenue St. Paul, Minnesota 55107

To the Registrar and Paying Agent for the Bonds and the Refunded Bonds: St. Louis County Auditor
100 North 5th Avenue West
Duluth, Minnesota 55802

To DTC: The Depository Trust Company
Attn: Supervisor, Call Notification Department
55 Water Street, 50th Floor
New York, New York 10041-0099
Fax (212) 855-7232, 7233, 7234 or 7285

Section 16. Exhibits. The Exhibits to this Escrow Agreement are as follows:

Exhibit A	Sources and Uses of Funds
Exhibit B	Federal Securities
Exhibit C	Notice of Call for Redemption of Refunded Bonds
Exhibit D	Refunded Bonds Resolution
Exhibit E	Interest Payments Schedule for the 2005 Refunded Bonds Portion of the Bonds Through the Redemption Date

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be executed by their duly authorized officers as of the date first above written.

ST. LOUIS COUNTY, MINNESOTA

By _____
Chair

Attest:

County Auditor

The Issuer acknowledges that to the extent regulations of the Comptroller of the Currency or any other regulatory entity grant the Issuer the right to receive brokerage confirmations of the security transactions as they occur, the Issuer specifically waives receipt of such confirmations to the extent permitted by law. The Escrow Agent will furnish the Issuer with periodic cash transaction statements that include the detail for all investment transactions made by the Escrow Agent for all current and future accounts.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a Trust or other legal entity we will ask for documentation to verify its formation and existence as a legal entity. We may also ask to see financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

U.S. BANK NATIONAL ASSOCIATION

By _____
Its _____

[Signature page to Escrow Agreement Between St. Louis County, Minnesota and U.S. Bank National Association, as Escrow Agent, dated as of September 5, 2013]

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EXHIBIT A

SOURCES OF FUNDS

Par Amount of the Bonds	
Reoffering Premium	
Accrued Interest	
TOTAL	

USES OF FUNDS

Federal Securities	
Cash Balance	
Costs of Issuance	*
Underwriter's Discount	**
Proceeds of Bonds for 2004 Refunded Bonds	***
Rounding Amount	****
TOTAL	

* Transfer to Issuer for Costs of Issuance of the Bonds (except for \$_____ which shall be retained for the Escrow Agent Fee)

** Amounts withheld by Purchaser of the Bonds

*** Transfer to Issuer for Deposit in the Debt Service Fund for 2004 Bonds

**** Transfer to Issuer for Deposit in the Debt Service Fund for the Bonds

EXHIBIT B

Federal Securities
(U.S. Treasury)

EXHIBIT C

NOTICE OF CALL FOR REDEMPTION

**\$6,115,000 General Obligation Capital Improvement Bonds, Series 2005A
Dated November 22, 2005
of St. Louis County, Minnesota**

NOTICE IS HEREBY GIVEN that, by order of the Board of County Commissioners of St. Louis County, Minnesota (the "Issuer"), there have been called for redemption and prepayment on

December 1, 2014

the outstanding obligations of the Issuer designated as the \$6,115,000 General Obligation Capital Improvement Bonds, Series 2005A, dated November 22, 2005 (the "Bonds"), which mature in the following years:

NUMBER	MATURITY DATE (December 1)	PRINCIPAL AMOUNT*	INTEREST RATE	CUSIP NUMBER**
R-10	2015	\$430,000	3.70%	791230 MM4
R-11	2016	\$450,000	3.75%	791230 MN2
R-12	2017	\$470,000	3.75%	791230 MP7
R-13	2018	\$490,000	3.80%	791230 MQ5
R-14	2019	\$510,000	3.85%	791230 MR3
R-15	2020	\$535,000	3.90%	791230 MS1

Such maturities of the Bonds are being called at a price of par plus accrued interest to December 1, 2014, on which date they will cease to bear interest. Holders of the Bonds hereby called for redemption should present their Bonds for payment at the office of the County Auditor, St. Louis County, Minnesota, 100 North 5th Avenue West, Duluth, Minnesota 55802.

**BY ORDER OF THE BOARD OF COMMISSIONERS
OF ST. LOUIS COUNTY, MINNESOTA**

It is recommended that you mail your note registered or certified mail to guard against loss.

Important Notice: In compliance with the Economic Growth and Tax Relief Reconciliation Act of 2001, federal backup withholding tax will be withheld at the applicable backup withholding rate in effect at the time the payment by the redeeming institutions if they are not provided with your social security number or federal employer identification number, properly certified. This requirement is fulfilled by submitting a W-9 Form, which may be obtained at a bank or other financial institution.

* Indicates full call of stated maturity.

** Neither the Issuer nor the Bond Registrar/Paying Agent shall be responsible for the selection of or use of the CUSIP number, and no representation is made as to its correctness indicated in the Notice of Call for Redemption. CUSIP numbers are included solely for the convenience of the Holders.

EXHIBIT D
REFUNDED BONDS RESOLUTION

EXHIBIT E

**Interest Payments Schedule for the 2005 Refunded Bonds Portion of the Bonds
Through the Redemption Date**

(Principal Amount \$_____)

Interest Payment Date	Interest Due
June 1, 2014	\$
December 1, 2014	\$

BOARD LETTER NO. 13 - 314

FINANCE & BUDGET COMMITTEE NO. 2

AUGUST 6, 2013 BOARD AGENDA NO. 3

DATE: July 30, 2013

RE: Phase III – Construction
Administration, Close-Out and
Commissioning – GSC Duluth
Second through Seventh Floor
Remodeling

FROM: Kevin Z. Gray
County Administrator

Tony Mancuso, Director
Property Management

RELATED DEPARTMENT GOAL:

Provide safe, secure, efficient, cost effective, and code compliant facilities and facility operations.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a contract for the construction administration and close-out/commissioning (Phase III) of the infrastructure replacement and general remodeling of the Government Services Center (GSC) in Duluth.

BACKGROUND:

The St. Louis County master space plan for the Duluth area offices has been in place since 1995 with the GSC being the primary site for consolidation of county provided services. The county purchased the building in 2002, and the purchase agreement included a ten-year lease option for the State of Minnesota occupants. The building is structurally in excellent condition, but the mechanical, electrical, and heating, ventilation and air conditioning infrastructure is in poor condition. Additionally, the layout and configuration of the office space is inefficient, as the building formerly housed several tenants from different governmental agencies. The City of Duluth vacated the GSC basement vehicle storage area in February 2012, and the State of Minnesota vacated various office space areas in August 2012.

Since 2002, the county has upgraded the elevators to meet current code requirements, relocated the 4th floor data center to the basement level, remodeled the 1st floor into a Public Health & Human Services central client intake area, and has completed a roof replacement.

The master space plan for downtown Duluth county offices is now ready for completion, with the consolidation of most county services in one location with the renewal of GSC infrastructure. This project has been documented in the current Capital Improvement Plan and presented to the Board at a workshop in July 2012.

The County Board has supported capital improvement bond financing for this project in 2013. The project construction documents are complete and the bids have been accepted for a total project cost of \$21,355,000. The bond issue will be offered and bids solicited on August 5, 2013, with the County Board awarding the financing on August 6.

St. Louis County Purchasing solicited Request for Proposals (RFPs) for this project in December 2011. The consulting team proposing the best product/service at the best value was Perkins & Will, Krech-Ojard & Associates, and Gausman & Moore Engineers, with Perkins & Will being the lead. After selecting the design team, it was determined that most prudent approach to designing this project would be to engage the team for three separate design phases, this is the final phase. In order to maintain and implement this project, it is necessary to engage the services of the design team for the construction, project close-out and commissioning phases.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract for construction administration, close-out and commissioning services for the Duluth GSC infrastructure replacement and general remodeling construction and bid documents with Perkins & Will of Minneapolis, Minnesota, in partnership with Krech-Ojard & Associates of Duluth Minnesota, and Gausman & Moore Engineers of Duluth Minnesota in the amount of \$585,375, payable from Fund 440, Agency 440001, which represents the new account for the 2013 Capital Improvement Bond.

**Phase III - Construction Administration, Close Out, and Commissioning –
GSC Duluth Second through Seventh Floor Remodeling**

BY COMMISSIONER _____

WHEREAS, The St. Louis County master space plan for the Duluth area offices has been in place since 1995 with the Government Services Center (GSC) being the primary site for consolidation of county provided services; and

WHEREAS, State of Minnesota tenants have vacated the building and the next phase of the master space plan is to develop construction and bid documents for the GSC remodeling project as the basis for the most accurate bond amount possible; and

WHEREAS, The Purchasing Division solicited proposals in December 2011; and

WHEREAS, The design team offering the best product/service at the best value was Perkins & Will of Minneapolis, Minnesota, Krech-Ojard & Associates of Duluth, Minnesota, and Gausman & Moore Engineers of Duluth, Minnesota; and

WHEREAS, The county structured this contract in phases and two phases are complete with the final phase being construction administration, close-out and commissioning of the Duluth GSC; and

WHEREAS, The St. Louis County Board has authorized the sale of bonds to finance this Capital Improvement Project;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a Phase III contract with Perkins & Will of Minneapolis, Minnesota for construction administration, close-out, and commissioning phases for the Duluth GSC infrastructure replacement and general remodeling project in the amount of \$585,375, payable from 2013 Capital Improvement bond proceeds in Fund 440, Agency 440001.

As this is St. Louis County's first CMR project, some additional background information is provided below.

- CMR is a method of construction project delivery that allows the county to include what would have been a "hard-bid" general contractor, who would only join the project after the bid phase, in the upfront project planning process to provide better estimation and value engineering services prior to bidding. The results of this process are tighter bid specs and more accurate bid estimates and, subsequently, final bids.
- Additionally, as opposed to the "hard-bid" general contractor approach, the county gets the benefit of negotiating the construction manager's fees upfront (rather than accepting them in a bid), selecting the project management team (rather than merely taking the low bid general contractor), and establishing a contractual "Guaranteed Maximum Price" (GMP) for the hard construction costs of the project.
- A GMP is based on the designed scope of the project as detailed in the project specifications and other construction documents. This does not mean that there will not be change orders, as there are always unforeseen project scope developments, but change orders are likely to be greatly decreased as the construction documents have been completely vetted by the construction management firm in the pre-construction phase of the project. Any change orders will be offset by the general project contingency. Any change to the GMP would require County Board approval as it would require a significant change in project scope beyond that which has been currently designed and bid.

The GSC project was broken up into a group of 12 "bid packages" and then bid out to the trades in a regular public bidding process per county purchasing rules via the county's Purchasing Division. Working with the county to review and accept the bids, the county will hold a contract for this project with Johnson Wilson Constructors who will, in turn, hold all the contracts with the project sub-contractors (those who have been awarded a bid).

Johnson Wilson has established a GMP that includes the sum total of all bids. The hard project cost, the contingency and fees are solely based upon the scope of work detailed in the construction documents. The GMP for this project has been formally established at \$17,413,000, and this means that Johnson Wilson will guarantee this project is completed for this amount, absorb any cost over-runs and return any leftover funds to the county at the end of the project. The additional owner/soft cost items that bring the GSC project to the \$21 million bond price include security equipment and installation, furniture, fixtures, painting, swing space moves, commissioning, audio visual equipment, testing and the third phase of the Architectural/Engineering team contract.

The total cost of this project/bond breaks down as follows:

- 1) The GMP of \$17,413,000 (hard construction costs, contingency, CMR fees);
- 2) The owner/soft costs (including A/E fees for phase III) of \$3,587,000; and
- 3) Bond issuance costs.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract for Construction Management At-Risk services for the Duluth GSC infrastructure replacement and general remodeling construction project with Johnson Wilson Constructors, Duluth Minnesota for a Guaranteed Maximum Price of \$17,413,000 to cover construction hard costs, general contingency and Construction Management At-Risk fees in the amount of \$498,847, payable from Fund 440, Agency 440001, which represents the new account for the 2013 Capital Improvement Bond.

**Construction Management At-Risk Services –
GSC Duluth Second through Seventh Floor Remodeling**

BY COMMISSIONER _____

WHEREAS, The St. Louis County master space plan for the Duluth area offices has been in place since 1995 with the Government Services Center (GSC) being the primary site for consolidation of county provided services; and

WHEREAS, State of Minnesota tenants have vacated the building and the next phase of the master space plan is to develop construction and bid documents for the GSC remodeling project as the basis for the most accurate bond amount possible; and

WHEREAS, The Purchasing Division solicited proposals in December 2012; and

WHEREAS, The construction firm offering the best product/service at the best value was Johnson Wilson Constructors of Duluth, Minnesota; and

WHEREAS, The St. Louis County Board has authorized the sale of bonds to finance this Capital Improvement Project;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a contract with Johnson Wilson of Duluth, Minnesota, for Construction Management At-Risk services for the Duluth GSC infrastructure replacement and general remodeling project in the amount of \$17,413,000, which includes all hard project construction costs, a general project contingency, and Construction Management At-Risk fees of \$498,847, payable from 2013 Capital Improvement bond proceeds in Fund 440, Agency 440001.

BOARD LETTER NO. 13 – 316

FINANCE & BUDGET COMMITTEE NO. 4

AUGUST 6, 2013 BOARD AGENDA NO. 5

DATE: July 30, 2013

RE: Support for AEOA/Range Mental Health Center 2014 Capital Appropriation Request

FROM: Kevin Z. Gray
County Administrator

RELATED DEPARTMENT GOAL:

Support regional initiatives.

ACTION REQUESTED:

The St. Louis County Board is requested to formally declare its support for Arrowhead Economic Opportunity Agency (AEOA) and Range Mental Health Center (RMHC)'s \$10,000,000 State of Minnesota 2014 Capital Appropriation request and to designate it as St. Louis County's second priority.

BACKGROUND:

The St. Louis County Board has been asked to sponsor the AEOA/RMHC application for 2014 capital appropriation. Applications were due June 21, 2013 and the enclosed application has been submitted to Minnesota Management and Budget. This building will allow AEOA and RMHC to more fully provide services that are vitally needed in our region. The building will be located in the City of Virginia, in St. Louis County.

Please note that St. Louis County is listed as the submitter and the owner, as the capital appropriation process requires a local government sponsor and owner.

RECOMMENDATION:

It is recommended that the St. Louis County Board pass a resolution of support for a State of Minnesota 2014 Capital Appropriation request for the new office facility for AEOA/RMHC in the amount of \$10,000,000 and indicate it as St. Louis County's second bonding priority (after the Sheriff's Rescue Squad). This appropriation would finance up to 50% of the joint project cost, with AEOA/RMHC committing funds to match this request.

**Support for
AEOA/RMHC 2014 Capital Appropriation Request**

BY COMMISSIONER _____

WHEREAS, The State of Minnesota recently solicited requests for 2014 Capital Appropriations; and

WHEREAS, Arrowhead Economic Opportunity Agency and Range Mental Health Center submitted a request for \$10,000,000 for a new office facility located in the City of Virginia in St. Louis County; and

WHEREAS, The Capital Appropriation would finance up to 50% of the joint project cost, and AEOA/RMHC have committed to funding the project match;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board declares its support for the 2014 Capital Appropriation request of \$10,000,000 for the AEOA/RMHC new office facility;

RESOLVED FURTHER, That the St. Louis County Board designates this as its second priority bonding project for 2014.

Attachment A

For Local Governments Requesting a 2014 Capital Appropriation

Please provide answers to all of the following questions (one for each project request) and submit them electronically in Microsoft Word to capitalbudget.mmb@state.mn.us by June 21, 2013.

I. Project Basics

- 1) **Name** of the local government or political subdivision that is submitting the request:
St. Louis County
- 2) **Project title:** New Office Building Construction
- 3) **Project priority number** (if the applicant is submitting multiple requests): 4.2
- 4) **Project location** (please list town(s)/city(ies) and county(ies): Virginia, St. Louis County
- 5) **Ownership and Operation:**
 - Who will own the facility: St. Louis County
 - Who will operate the facility: St. Louis County AEOA/Range Mental Health
 - Names of any private entities that will occupy/use any portion of the building:
Arrowhead Economic Opportunity Agency and Range Mental Health Center
- 6) **Project contact person** (name, phone number and email address):
Jack Larson, 218-750-1316, jack.larson@aeoa.org

II. Project Description

- 7) **Description and Rationale:** Provide a brief project description and rationale (one page maximum).

This request is for \$10,000,000 in state bond funding to design and construct a new office facility located in the City of Virginia in St. Louis County to house the Arrowhead Economic Opportunity Agency (AEOA) and Range Mental Health Center (RMHC). Both agencies are well-established and long-term nonprofit businesses serving thousands of economically and socially challenged residents across northeastern Minnesota. People helped include children, families, adults, elders, veterans, and nursing home residents. Services provided run the gamut from employment training, Head Start, youth and adult education, homeless services and basic needs, housing development, rural transit, senior nutrition and treatment for mental health and chemical use. Both AEOA and RMHC have been in business for over 50 years and combined, the two agencies employ over 600 people.

AEOA is currently operating in an old school building in Virginia that was built in 1920. The building is deteriorating rapidly and is not structurally sound enough to consider renovating as an option. The building is also too small for AEOA to provide services economically and efficiently. RMHC is currently operating in a facility in Virginia that is too small to serve its existing clients. The property where the office is located is not large enough to allow for any type of expansion.

This proposed building not only allows each agency to operate to the best of its ability, it also provides better opportunities for collaboration. Many of the people served by one agency are also served by the other. A common location will help with one-stop service provision. Sharing space and services also provides opportunity for innovation. Ultimately, the building ensures that jobs are maintained and necessary services for vulnerable citizens in northeastern Minnesota remain available.

- 8) **Square Footage:** For new construction projects, identify the new square footage planned. For remodeling, renovation or expansion projects, identify the total square footage of current facilities, the square footage to be renovated, and/or the new square footage to be added.

This new building will be 100,000 square feet.

III. Project Financing

The following table describing the total amount of financial resources needed and the proposed uses of funds must be submitted for each project.

- Enter amounts in thousands (\$100,000 should be entered as \$100).
- Enter the amount of state funding requested on the line "State GO Bonds Requested".
- Uses of Funds must show how all funding sources will be used, not just the state funding requested.
- **Sources of Funds total must equal Uses of Funds total.**
- In most cases, the state share should not exceed 50% of the total project cost.

Do the project cost estimates below include inflation (see question 10 below)? Yes
 No

Sources of Funds Dollars in Thousands	Prior Years	For 2014	For 2016	For 2018	Total
State GO Bonds Requested		10,000			10,000
Funds Already Committed					
State Funds					
City Funds					
County Funds					
Other Local Government Funds					
Federal Funds					

Sources of Funds Dollars in Thousands	Prior Years	For 2014	For 2016	For 2018	Total
Non-Governmental Funds		10,000			10,000
Pending Contributions					
City Funds					
County Funds					
Other Local Government Funds					
Federal Funds					
Non-Governmental Funds I					
TOTAL*					20,000

Uses of Funds Dollars in Thousands	Prior Years	For 2014	For 2016	For 2018	Total
Land Acquisition					
Pre-design (required for projects over \$1.5 M)					
Design (including construction administration)		2,000			2,000
Project Management					
Construction		18,000			18,000
Furniture/Fixtures/Equipment					
Relocation (not bond-eligible)					
TOTAL*					20,000

* Totals must be the same.

IV. Other Project Information

- 10) **Project schedule.** Identify the date (month/year) when construction crews are expected to first arrive on site, and the date (month/year) when construction will be completed with a certificate of occupancy.

Anticipated Start Date: August, 2014

Anticipated Occupancy date: September 2015

(For facilities projects, this information will also be used to calculate an inflation cost, using the Building Projects Inflation Schedule posted on the [Minnesota Management and Budget website](#).

- 11) **Predesign.** For projects with a total construction cost of \$1.5 million or more:

Has a project predesign been completed? Yes No

If so, has the predesign been submitted to the Commissioner of

Administration? Yes No

- 12) **State operating subsidies.** Identify any new or additional state operating dollars that will be requested for this project. (Specify the amount and year, if applicable). No state operating dollars will be requested.

- 13) **Sustainable building guidelines.** Discuss how the project meets or exceeds the Minnesota Sustainable Building Guidelines established under Minnesota Statutes, section 16B.325, which may be found at <http://www.msbq.umn.edu/>. These are now mandatory for all new buildings or major renovations receiving state bond funding. The county and its engineers/architects/contractors will design and build this facility to exceed all of the state's sustainable building guidelines. The architects/engineers will monitor construction closely to insure sustainable standards are met and a commissioning agent will also be employed to be sure that all necessary standards are met.

- 14) **Sustainable building designs.** Explain the extent to which the project will use sustainable building designs, if applicable. This building will be built and designed to exceed all current state sustainability guidelines.

- 15) **Resolution of support and priority designation.** Has the governing body of the applicant passed a resolution of support (which indicates the project's priority number if the applicant is submitting multiple requests)? Yes No

If so, please attach the *signed* resolution. If not, please indicate when the resolution will be coming (and forward the resolution to MMB when available): July, 2013