



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

May 8, 2012

Immediately following the Board Meeting, which begins at 9:30 A.M.
Commissioners' Conference Room, St. Louis County Courthouse, Duluth, MN

CONSENT AGENDA:

All matters listed under the consent agenda are considered routine and/or non-controversial and will be enacted by one unanimous motion. If a commissioner requests, or a citizen wishes to speak on an item on the consent agenda, it will be removed and handled separately.

Minutes of May 1, 2012

Health & Human Services Committee – Commissioner O’Neil, Chair

1. Family Group Decision Making Provision for African American Families (183)

Environment & Natural Resources Committee – Commissioner Dahlberg, Chair

2. Amendment to Add Grantees to a Roadway Easement across State Tax Forfeited Land (184)
3. Repurchase of State Tax Forfeited Land – Brickson (185)

Public Works & Transportation Committee – Commissioner Forsman, Chair

4. Acceptance of Grant for Bridge Replacement Project (Industrial Township) (186)

Finance & Budget Committee – Commissioner Raukar, Chair

5. Agreement with the St. Louis County School District for IRYA School Advisors (187)
6. 2011 Fourth Quarter Budget Changes (188)

Public Safety & Corrections Committee – Commissioner Sweeney, Chair

7. ARMER Project Equipment Shelters (189)

ESTABLISHMENT OF PUBLIC HEARINGS:

Finance & Budget Committee – Commissioner Raukar, Chair

8. Establish Public Hearing to Consider Off-Sale Intoxicating Liquor License – Ault Township (Tuesday, June 12, 2012, 9:40 a.m., St. Louis County Courthouse, Duluth, MN) (190)
9. Establish Public Hearing to Consider Off-Sale Intoxicating Liquor License – Kabetogama Township (Tuesday, June 12, 2012, 9:45 a.m., St. Louis County Courthouse, Duluth, MN) (191)
10. Establish Public Hearing to Consider Off-Sale Intoxicating Liquor License – Unorganized Township 59-16 (Tuesday, June 12, 2012, 9:50 a.m., St. Louis County Courthouse, Duluth, MN) (192)

REGULAR AGENDA:

For items on the Regular Agenda, citizens will be allowed to address the Board at the time a motion is on the floor.

Public Works & Transportation Committee – Commissioner Forsman, Chair

1. Award of Bids – Crack Sealing (193)

A bid opening is scheduled for May 3, 2012 and the County Board will be provided with bid results and a resolution for consideration at the May 8, 2012 Committee of the Whole meeting.

COMMISSIONER DISCUSSION ITEMS AND REPORTS:

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

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

May 22, 2012	City Council Chambers, City Hall, Hibbing, MN
June 5, 2012	Commissioners' Conference Room, Courthouse, Duluth, MN
June 12, 2012	Commissioners' Conference Room, Courthouse, Duluth, MN

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

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

Tuesday, May 1, 2012

Location: County Commissioner Conference Room, Duluth Courthouse
Present: Commissioners Jewell, O'Neil, Dahlberg, Forsman, Sweeney, Nelson and Raukar
Absent: None
Convened: Chair Nelson called the meeting to order at 10:05 a.m.

CONSENT AGENDA

Forsman/O'Neil moved to approve the consent agenda. At the request of Commissioner Raukar, item 6, free conveyance of surplus fee land for Grand Lake Township was removed for separate consideration. At the request of Commissioner Dahlberg, item 7, amendment to the Federal Railroad Administration grant between MnDOT and St. Louis County was removed for separate consideration. The remainder of the consent agenda passed. (7-0)

- Minutes of April 24, 2012
- Cancellation of Contract for Purchase of State Tax Forfeited Lands – Boldrey
- Cancellation of Contract for Repurchase of State Tax Forfeited Lands – Duong
- Public Sale of State Tax Forfeited Lands on June 14, 2012
- Special Sale to the City of Hibbing
- Abatement List for Board Approval

REGULAR AGENDA

Sweeney/Nelson moved to approve a free conveyance of surplus fee land located in Section 23, T51N, R16W, to Grand Lake Township. Administrator Kevin Gray said a gravel pit on this property was used for many years by the county and a portion of the property was previously conveyed to Grand Lake Township for public recreation purposes. The property has been developed into a soccer field. Grand Lake Township has requested a free conveyance of a 6.65 acre parcel adjoining the existing park, as well as a corridor leading to the Munger Shaw Road for additional access, according to Administrator Gray. Grand Lake Township Supervisor Duayne Anderson thanked the board for their consideration, adding this land will allow them to enhance the soccer fields and allow access from the Munger Shaw Road. After further discussion, the motion passed. (7-0)

Raukar/Sweeney moved to approve an amendment to the Federal Railroad Administration Grant Contract between MnDOT and St. Louis County – Rail Alliance Environmental Study. Administrator Gray said this resolution is to extend the grant contract period from June 30, 2012, to September 30, 2012. Ken Buehler with the Joint Powers Alliance said a route analysis was required for the Federal Railroad Association and all routes from Duluth to the Twin Cities needed to be looked at. Commissioner Dahlberg asked for information on the scope of work remaining, an accounting of spending of the \$2.2 million grant, and a balance of the grant. Administrator Gray said that information is available, noting today's action is to extend the contract period by three months. After further discussion, the motion passed. (7-0)

Sweeney/Nelson moved, without recommendation, a bridge project bid on CSAH 7, Industrial Township, to Redstone Construction Co., Inc., Mora, MN, on their low bid of \$1,989,858.05 (8.96% over the engineers estimate). (7-0)

Forsman/Nelson moved to approve a bid for 2012 Central Aggregate Crushing to Hammerlund Construction, Inc., Grand Rapids, MN, on their bid of \$512,000.00 (24.68% over the engineers

estimate). Commissioners brought forth concerns on the high bid. Commissioner Nelson said that while the bid is high there are other variables such as geography, roads, access to materials, adding there are savings associated with the Gravel Road Investment Program (GRIP). Administrator Gray said Public Works Director Jim Foldesi recommends approving the bid. Commissioner Raukar asked Administration to put together costs of similar contracts over the past couple of years. After further discussion, the motion passed. (7-0)

Raukar/Jewell moved, without recommendation, a resolution authorizing an agreement for the operation and management of the St. Louis County Heritage and Arts Center (the Depot). Property Management released a Request for Proposal (RFP) for operations and management of the Depot. Administrator Gray said a committee consisting of representatives from Property Management, Planning and Community Development, County Administration, the Chief Administrative Officer for the City of Duluth, and the Board President of the Depot Foundation reviewed the RFP. Administrator Gray said proposals were received from Oneida and AtWater Group, LLC and the committee recommended AtWater Group, LLC. Deputy Administrator Linnea Mirsch said a five-year contract was in place and Oneida was given a six-month extension, which expires on June 30, 2012. Deputy Administrator Mirsch said APEX Strategic Resources Group conducted a market study for the Depot operations management and provided several strategic recommendations to the county, adding the recommendation for the RFP is the AtWater Group, LLC. Representatives of the AtWater Group Brian Forcier, President, Rob Karwath, Executive Director, and Marva Beckman, Property Administrator, spoke on the benefits of their proposal and responded to commissioner questions.

The Board recessed at 12:27 p.m. and reconvened at 1:48 p.m., with Commissioner Dahlberg absent.

Ken Buehler, with the Depot, spoke on the proposal from Oneida and responded to commissioner questions. Robert Gardner, Artistic Director of the Minnesota Ballet, told the board about all their activities and that they would like to keep their space at the Depot for dance classes, performances and various fundraising and entertainment events.

Commissioner Dahlberg joined the meeting at 2:01 p.m.

After lengthy discussion, Commissioner Nelson offered a friendly amendment to leave the name blank and the board could fill in the blank at next week's meeting. Commissioner Jewell said he would feel more comfortable adding both names in the resolution to read Oneida Realty Company or the AtWater Group, LLC. Commissioner Raukar suggested including Oneida Realty in the whereas sections where AtWater appears, and the makers agreed. The motion passed, without recommendation, with the amendments. (7-0)

Jewell/O'Neil moved to approve a resolution authorizing the County Auditor to advertise and accept applications for the St. Louis County Planning Commission. Commissioner Sweeney said she would like to see applications from her district and requested advertising specifically to her district. Administrator Gray said advertising is done countywide. Commissioner Nelson suggested Commissioner Sweeney reach out to constituents to apply. After further discussion, the motion passed. (7-0)

COMMISSIONER DISCUSSION ITEMS

Commissioner Jewell said he was invited to tour Cliffs operations and extended the invitation to all board members.

Commissioner Jewell left the meeting at 3:16 p.m.

Commissioner O'Neil attended the 3rd Annual Wellness Day held at UMD and said it was well attended by county officials, employees and the public.

Commissioner Sweeney attended an Extension meeting last week where a good presentation was given on healthy foods.

Commissioner Dahlberg said the Wellness Day was a great event. Commissioner Dahlberg is also a member of the Lion's Club and encouraged everyone to attend the Lion's Pancake Breakfast this Thursday, May 3, 2012.

Commissioner Nelson said he traveled to Norman, OK, a while back, along with Virginia City Councilor Larry Cuffe to visit the progress on the Range Veteran's Monument. Commissioner Nelson said he just received word that the monument will be delivered by the end of July.

At 3:26 p.m., Dahlberg/O'Neil moved to adjourn. (6-0)

Keith Nelson, Chair of the County Board

Patricia Stolee, Clerk of the County Board

BOARD LETTER NO. 12 - 183

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 1

BOARD AGENDA NO.

DATE: May 8, 2012

RE: Family Group Decision Making
Provision for African American
Families

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:

Children will be born healthy, live a life free from abuse and neglect, and will have a permanent living arrangement.

ACTION REQUESTED:

The St. Louis County Board is requested to renew a project for Family Group Decision Making (FGDM) for the benefit of African American families.

BACKGROUND:

The Public Health and Human Services Department (PHHS) has received federal/state grant funding from FGDM since 2004. This grant funded activity focused on American Indian children through a joint effort between St. Louis County, Carlton County, and the Fond du Lac Tribe. Because African American children are also over-represented in the PHHS out-of-home placement numbers, and because FGDM has been an effective tool to engage families and to prevent out-of-home placements, a pilot was begun in 2011 to identify these specific families, funded out of county dollars. An African American staff person, trained in FGDM for African American families and provided through Lutheran Social Service, was hired to assist in decreasing the disproportionate number of African American children in out-of-home placements. PHHS desires to again provide FGDM services to African American families, assisting them in developing their own resources for providing permanency and stability for children within their own extended families.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with Lutheran Social Service in the amount of \$30,000 for the provision of Family Group Decision Making to African American families for the period January 1, 2012 through December 31, 2012, payable from Fund 230, Agency 232008, Object 6012000 (Children's Out-of-Home Placement).

Family Group Decision Making Provision for African American Families

BY COMMISSIONER _____

WHEREAS, the St. Louis County Public Health and Human Services Department (PHHS) desires to provide Family Group Decision Making (FGDM) services to African American families, assisting them in developing their own resources for providing permanency and stability for children within their own extended families.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes \$30,000 for the provision of Family Group Decision Making (FGDM) to African American families for the period January 1, 2012 through December 31, 2012, payable from Fund 230, Agency 232008, Object 6012000 (Children's Out-of-Home Placement).

RESOLVED FURTHER, that the St. Louis County Board authorizes the appropriate county officials to enter into a contract with Lutheran Social Service to render specific Family Group Decision Making services by using an African American staff person trained in FGDM for African American families.

BOARD LETTER NO. 12 - 184

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 2

BOARD AGENDA NO.

DATE: May 8, 2012 **RE:** Amendment to Add Grantees
to a Roadway Easement across
State Tax Forfeited Land

FROM: Kevin Z. Gray
County Administrator

Robert Krepps, Land Commissioner
Land and Minerals

RELATED DEPARTMENTAL GOAL:

Financial return to the county and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to amend an easement authorized to add other landowners to the list of grantees.

BACKGROUND:

St. Louis County Board Resolution No. 12-109, dated February 28, 2012, authorized the granting of a roadway easement across state tax forfeited land to Robert Hoffman and Graves Land Corporation. The attorney representing Mr. Hoffman has since requested to add other parties to the list of grantees who will benefit from the easement.

RECOMMENDATION:

It is recommended that the St. Louis County Board amend County Board Resolution No. 12-109, dated February 28, 2012, to add Richard and Patricia Haney and Bradley Birch to the list of grantees.

**Amendment to Add Grantees to a Roadway Easement across State Tax Forfeited
Land**

BY COMMISSIONER _____

NOW, THEREFORE, BE IT RESOLVED, that St. Louis County Board Resolution No. 12-109, dated February 28, 2012, authorizing the granting of a non-exclusive roadway easement across state tax forfeited land is amended to add Richard and Patricia Haney and Bradley Birch to the list of grantees.

Kevin and Jessica Brickson, Duluth, MN

Parcel Code	010-0760-01760
Taxes and Assessments	\$18,288.78
Service Fees	\$114.00
Deed Tax	\$60.35
Deed Fee	\$25.00
Recording Fee	\$66.00
Total Consideration	\$18,554.13

Repurchase of State Tax Forfeited Land - Brickson

BY COMMISSIONER: _____

WHEREAS, Minn. Stat. § 282.241 provides that state tax forfeited land may be repurchased by the previous owners subject to payment of delinquent taxes and assessments, with penalties, costs, and interest; and

WHEREAS, the applicants, Kevin and Jessica Brickson of Duluth, MN, have applied to repurchase state tax forfeited land legally described as:

CITY OF DULUTH
LOT 14 AND SLY 1/2 OF LOT 15
CRESCENT VIEW PARK DULUTH
PARCEL: 010-0760-01760

WHEREAS, the applicants were the owners of record at the time of forfeiture and are eligible to repurchase the property; and

WHEREAS, approving the repurchase will correct undue hardship and promote the use of lands that will best serve the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the St Louis County Board approves the repurchase application by Kevin and Jessica Brickson of Duluth, MN, on file in County Board File No. _____, subject to payments including total taxes and assessments of \$18,288.78, service fee of \$114, deed tax of \$60.35, deed fee of \$25, and recording fee of \$66; for a total of \$18,554.13, to be deposited into Fund 240 (Forfeited Tax Fund).



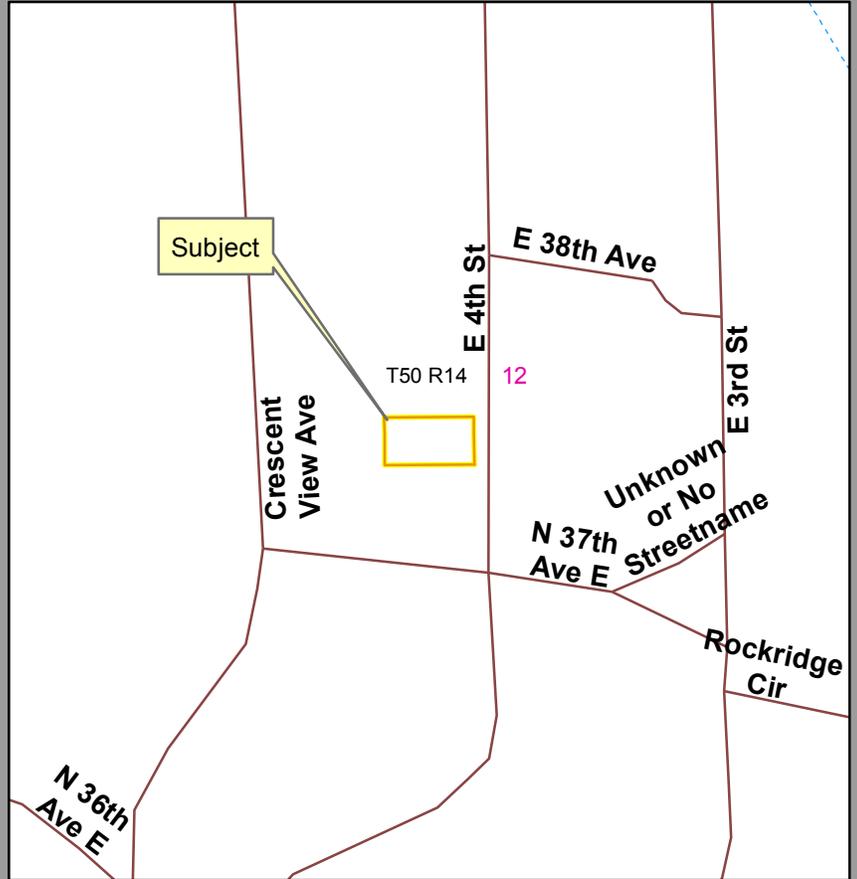
St. Louis County Land Department Tax Forfeited Land Sales

Repurchase of Property

Legal : CITY OF DULUTH
LOT 14 AND SLY 1/2 OF LOT 15
CRESCENT VIEW PARK DULUTH

Parcel Code : 010-0760-01760

LDKEY : 71763

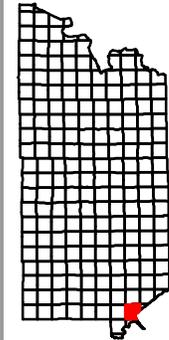


City of Duluth

Sec: 12 Twp: 50 Rng: 14

Commissioner District # 2

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



St. Louis County, Minnesota

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

St. Louis County
Land Department

May 2012



BOARD LETTER NO. 12 - 186

PUBLIC WORKS & TRANSPORTATION COMMITTEE CONSENT NO. 4

BOARD AGENDA NO.

DATE: May 8, 2012 **RE:** Acceptance of Grant for Bridge
Replacement Project (Industrial
Township)

FROM: Kevin Z. Gray
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:

Provide a safe, well maintained road and bridge system.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an agreement accepting a Minnesota State Transportation Fund grant and committing to the use of State Aid funds to pay for that portion of the cost of bridge replacement which exceeds the grant amount for County Project (CP) 98840.

BACKGROUND:

Bids for the reconstruction of State Bridge 69A04 (CP 98840; SAP 69-607-047) were let on April 26 and appeared on the May 1 Committee of the Whole agenda (Board Letter No. 12-179R) for Board consideration. Redstone Construction submitted the successful bid of \$1,989,858.05 for this project. Tentative approval of a grant for bridge replacement from the Minnesota State Transportation Fund was received on March 28, 2012, with final approval received on May 2, 2012 based on the bid amount. The grant will offset \$966,817.12 in State Aid Funds which are anticipated for this project.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize agreements with the Minnesota Department of Transportation which accept grant funds and commit to the use of State Aid funds for costs of County Project 98840 which exceed the grant amounts.

**Acceptance of Grant for Bridge Replacement Project
(Industrial Township)**

BY COMMISSIONER _____

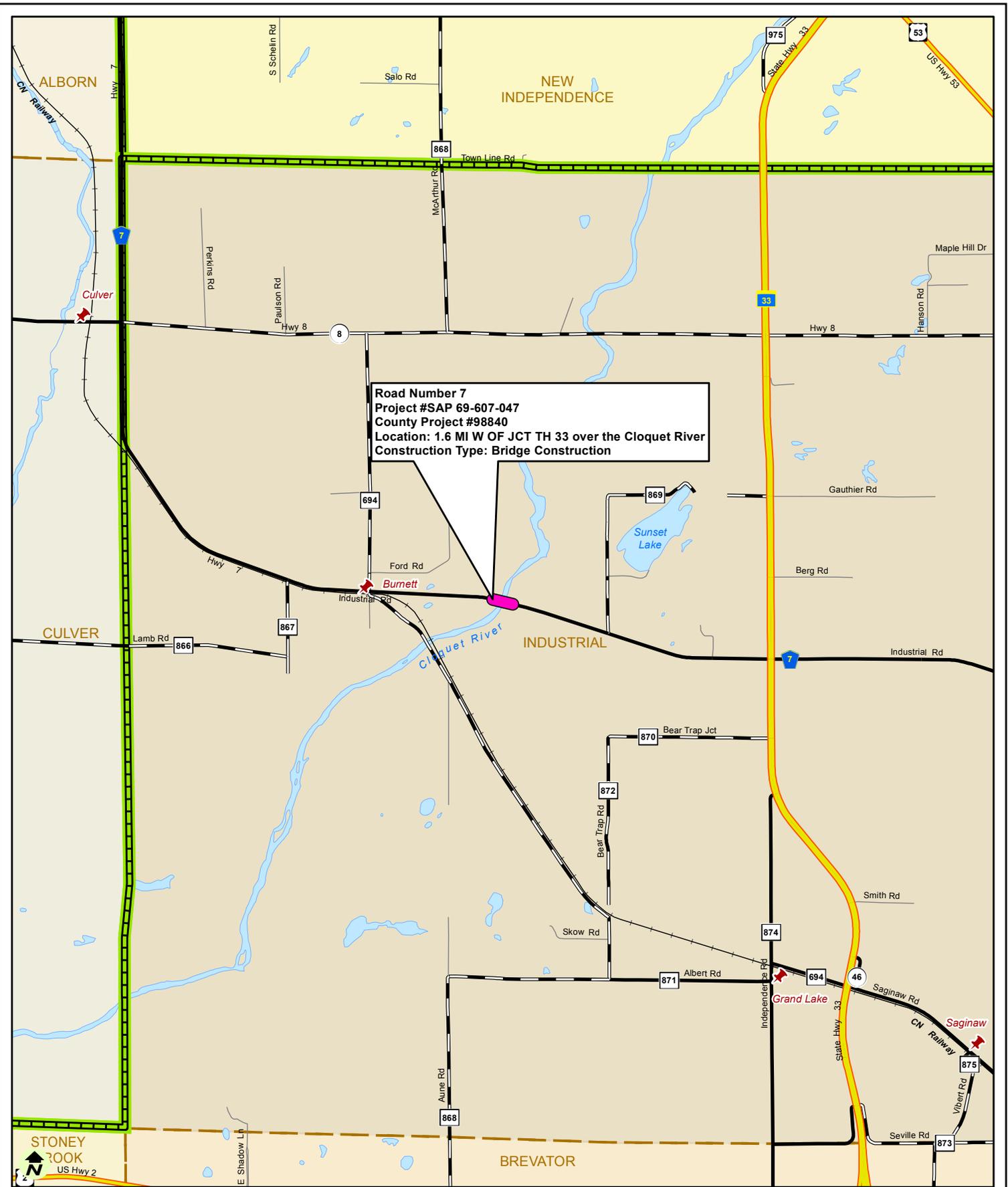
WHEREAS, St. Louis County has applied to the Minnesota Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for the construction of project SAP 69-607-047 (County Project 98840), State Bridge 69A04 on County State Aid Highway 7 in Industrial Township; and

WHEREAS, the Commissioner of Transportation has given notice that funding for this bridge is available; and

WHEREAS, the amount of the grant has been determined to be \$966,817.12 by reason of the low responsible bid of \$1,989,858.05, submitted by Redstone Construction.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board agrees to the terms and conditions of the grant consistent with Minn. Stat., Section 174.50, Subd. 5, (3), and will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge but not required. The appropriate county officials are authorized to execute a grant agreement with the Minnesota Commissioner of Transportation concerning the above-referenced grant.

Fund 29 Bridge Bond Funds	\$ 966,817.12
SLC State Aid Funds	\$1,023,040.93
Total Project:	\$1,989,858.05

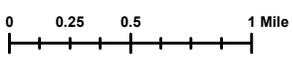


Road Number 7
Project #SAP 69-607-047
County Project #98840
Location: 1.6 MI W OF JCT TH 33 over the Cloquet River
Construction Type: Bridge Construction

St. Louis County 2012 Road & Bridge Construction

Map Components

	2012 Road & Bridge Construction		Interstate Highway		Commissioner District
	Bridge Construction		U.S./State Highway		Township
			Paved County Road		City/Town
			Gravel County Road		Lake
			Railroad		



BOARD LETTER NO. 12 - 187

FINANCE & BUDGET COMMITTEE NO. 5

BOARD AGENDA NO.

DATE: May 8, 2012

RE: Agreement with the St. Louis
County School District for IRYA
School Advisors

FROM: Kevin Z. Gray
County Administrator

RELATED DEPARTMENT GOAL:

To program and connect area youth with the needs of the local communities on the Iron Range of St. Louis County.

ACTION REQUESTED:

The St. Louis County Board is requested to approve a new service agreement with the St. Louis County School District (ISD No. 2142) providing the service of the Iron Range Youth in Action (IRYA) advisor at school building sites.

BACKGROUND:

Since county funds are not available to replace an IRYA program position which was eliminated several years ago, the joint powers Partners Board recommended a plan to have advisors in schools which are participating in the IRYA program. At its November 1, 2007 meeting, the Partners Board agreed to request that St. Louis County develop a program that would provide school district personnel to act as IRYA advisors meeting with youth in their schools, but accountable to the county's IRYA Youth Coordinator.

In response to this request, a purchase of services agreement was developed in April, 2009, that allowed these school advisors to assist the county's IRYA Youth Coordinator with planning, implementing and overseeing IRYA activities such as service-learning, and social and fundraising events. This plan enables St. Louis County Extension to deliver the program more effectively and to connect with more youth on a regional basis.

The County Board approved the purchase of service agreements on April 14, 2009 (Resolution No. 09-157) with the following six (6) Iron Range school districts for the provision of IRYA school advisors: Virginia, Chisholm, Mt. Iron-Buhl, Eveleth-Gilbert, Ely and Mesabi East, and approved a transfer of up to \$6,000 from the County Extension Office fund balance for services provided during school years dating back to 2008.

At its November 3, 2011 meeting, the Partners Board recommended that based on the number of students, programming and geographical range that the county continue funding for 2011-2012 and 2012-2013 and extend continuing contracts to schools that have an

existing contract in place. In addition, the county youth program coordinator would work on establishing an IRYA advisor in the new St. Louis County School District and Hibbing School.

The County Board approved the purchase and renewal of services agreements on March 13, 2012 (Resolution No. 12-151) with the six (6) Iron Range school districts for the provision of IRYA school advisors.

The new St. Louis County School District has also agreed to provide personnel to act as IRYA advisors beginning September 1, 2012. This district includes four schools: Cherry School, North Woods School, Northeast Range School and South Ridge School. The attached sample agreement with the St. Louis County School District outlines services provided, program goals, and reporting requirements for each IRYA school advisor.

The agreement period will begin September 1, 2012 and continue thereafter unless terminated by St. Louis County or the school. School advisor fees may increase slightly due to union contracts, and the cost for each school's IRYA advisor may vary. However, the county's cost will not exceed \$1,000 per year for each participating school. Therefore, annual payments made to these four schools by the County Extension Office will not exceed \$4,000 for the 2012-2013 school year.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with the St. Louis County School District for Iron Range Youth in Action school advisors, and approve a transfer of up to \$4,000 from the County Extension Office fund balance, Fund 184, 186001, Object 629900, for services provided during the 2012-2013 school year.

Agreement with the St. Louis County School District for IRYA School Advisors

BY COMMISSIONER_____

RESOLVED, that the St. Louis County Board authorizes a purchase of service agreement with the St. Louis County School district (ISD No. 2142) for the following schools participating in the Iron Range Youth in Action program (IRYA) for the provision of IRYA school advisors: Cherry School, North Woods School, Northeast Range School and South Ridge School and approves a transfer up to \$4,000 from the County Extension fund balance, Fund 184, Agency 186001, Object 629900, for services provided during the 2012-2013 school year.



Local Governments with Youth

Board

Chair

Heidi Omerza
Ely City Council

Vice-Chair

Commissioner Keith Nelson
Sixth District

Treasurer

Dave Johnson
ISD# 706- Virginia

Commissioner Mike Foraman
Fourth District

Commissioner Steve Pauler
Seventh District

Mike Jugovich
Mayor of Chisholm

Mary Hess
Mayor of Auncola

Gary Skulke
Mayor of Ely

Nevada Littlewolf
Virginia City Council

Bo Castellano
Babbitt City Council

Dan Manick
Cook City Council

Scott Smolish
Aurora City Council

Patty Babich
ISD # 2154- Eveleth-Gilbert

David "Gus" Cronberg
ISD # 695 - Chisholm

Ray Maralik
ISD #696-Ely

Larry Sokolowski
ISD# 712- Mt. Iron-Rault

Advisory

Char Meinzer
St. Louis County Attorney's Office

Mary Lea Feroni
St. Louis County PHHS

Bryan Hill
Advisory Board Chair

Renee Darland
St. Louis County Attorney's Office

Suei Minner
Technology Support

Project Staff

Chris Isatt
Youth Program Coordinator
PARTNERS/IRYA
SLC Extension

Diana Lasso
Information Specialist II
PARTNERS/IRYA
SLC Extension

March 30, 2009

U.S. CONGRESS, July 4, 1776



Dear St. Louis County Board of Commissioners:

On November 1, 2007 at a regular monthly meeting of the PARTNERS Board, a request was made by the Board to create and fund Youth Advisory positions within the school districts which Iron Range Youth in Action (IRYA) operates in Northern St. Louis County. A proposal to fund each Youth Advisor for a three year period at up to \$1,000 per year was seen as an essential part of encouraging the school districts to engage an on-site IRYA advisor. At the meeting, St. Louis County's Administration representative indicated that the County Extension Service had sufficient funds in its reserve balance to support such a proposal. After the initial funding period, the school districts would be expected to fund the positions on their own.

Iron Range Youth in Action currently works in 8 school districts in Northern St. Louis County. At this time six school districts have agreed to hire an IRYA Youth Advisor to coordinate youth programming in their respective school districts, and to reduce the intense responsibility currently placed upon the County's IRYA Youth Coordinator. It is the desire of the PARTNERS Board to have these advisors in place as soon as possible to maintain the current level of programming offered in these school districts and communities.

Thank You for your Commitment to our Youth,

PARTNERS
Chair - Heidi Omerza
Ely City Council
235 W. Harvey
Ely, MN 55731

**PURCHASE OF SERVICES AGREEMENT
BETWEEN ST. LOUIS COUNTY
AND
St. Louis County School District**

THIS AGREEMENT is made and entered into between the **COUNTY OF ST. LOUIS**, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "County," and St. Louis County School District – to include Cherry School, North Woods School, Northeast Range School, and South Ridge School, 1701 N. 9th Ave., Virginia, MN 55792 hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, St. Louis County Board has approved funding for county extension work as defined in Minn. Stat. § 38.331; and

WHEREAS, youth leadership development is included in the definition of county extension work; and

WHEREAS, Iron Range Youth in Action (IRYA) is a youth leadership program supported by St. Louis County Extension Service; and

WHEREAS, the Contractor has agreed to provide planning, implementation, and oversight of IRYA activities at Cherry School, North Woods School, Northeast Range School, and South Ridge School; and

WHEREAS, the Contractor has the training, experience, and knowledge to provide this service.

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

1. TERM OF SERVICE

The Contractor agrees to perform services for the County during the period commencing September 1, 2012 to June 1, 2014. This agreement will continue thereafter unless terminated as provided herein.

2. SERVICES TO BE PROVIDED

Contractor agrees to furnish specified services (hereinafter referred to as "Purchased Services") and more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

3. RESPONSIBILITIES OF THE COUNTY

The St. Louis County Administrator will designate a County representative for purposes of this Agreement. The County representative will provide data and other information requested by the Contractor.

4. COMPENSATION

The County will pay Contractor for services provided by Cherry School, North Woods School, Northeast Range School, and South Ridge Schools during the 2012-2013 school year pursuant to this Agreement. The County's cost will not exceed \$1000.00 per year per school in years 2013-2014.

5. PAYMENT

Contractor shall invoice the County no more often than annually upon completion of services detailing the services performed. The County agrees to pay invoices as required by law.

6. INSPECTION AND EVALUATION

County may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by Contractor pursuant to this Agreement. In addition, County reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the services provided pursuant to this Agreement. Contractor agrees to cooperate with County in the conduct of any such survey or evaluation.

St. Louis County Administration will require periodic reporting of the following:

(a) Performance Measurement and Management: Contractor will comply with St. Louis County Administration standards for program-level goals and objectives that include a method and measure for gauging progress towards those goals and objectives. Baseline or targets developed through benchmarking with other organizations are to be developed as applicable. The system for monitoring Key Performance Indicators is explained in Appendix A.

(b) Reporting: Mandatory submission of report of results in the County-approved format following the budget calendar cycle.

7. RECORDS AUDITING AND RETENTION

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

8. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent Contractors, hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to St. Louis County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished to the Contractor by the County, be delivered to the County upon request, or in any event, upon the determination of final performance or termination of this Agreement.

9. INDEPENDENT CONTRACTOR

That at all times and for all purposes hereunder, Contractor shall be an independent Contractor and is not an employee of the County for any purpose. No statement contained in this Agreement shall be construed so as to find Contractor to be an employee of the County, and Contractor shall not be entitled to any of the rights, privileges, or benefits of employees of the County of St. Louis, including, but not limited to, workers' compensation, health/death benefits, and indemnification for third-party personal injury/property damage claims;

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

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

Contractor is responsible for hiring sufficient workers to perform the services/duties required by this contract, withholding their taxes, and paying all other employment tax obligations on their behalf.

10. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor assign this Agreement without the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all sub-Contractors.

11. NON-DISCLOSURE OF INFORMATION OR DATA

Pursuant to Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by Contractor under this Agreement may be released to the public by Contractor or its employees or representatives.

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

12. COMPLIANCE WITH NONDISCRIMINATION LAWS

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

13. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold the County, its officers, employees and agents harmless from any liability, claims and damages, costs, judgments or expenses, including reasonable attorney's fees, which the County may hereafter sustain or be required to pay as a result of any act or omission on the part of the Contractor and its employees, agents, representatives, and sub-Contractors, in the performance of the services provided under this agreement.

14. INSURANCE

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

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

A. General Liability Insurance.

1. \$500,000 for claims for wrongful death and each claimant for other claims, for claims; \$1,500,000 each occurrence . No Less Than \$2,000,000 Aggregate coverage.
2. Policy shall include at least premises, operations, completed operations, independent Contractors and sub-Contractors, and contractual liability and environmental liability.
3. St. Louis County must be named additional insured.

B. Business Automobile Liability Insurance.

1. \$500,000 for wrongful death and each claimant for other claims
2. \$1,500,000 each occurrence
3. No Less Than \$2,000,000 Aggregate coverage.
4. Must cover owned, non owned and hired vehicles.

C. Workers' Compensation.

Per statutory requirements specified in Exhibit B. Contractor shall furnish County with certificates of compliance on or before effective date and upon request of County thereafter.

D. Professional Liability Insurance

Contractor shall maintain at its sole expense a valid policy of insurance covering professional liability, arising from the acts or omissions of Contractor, its agents and employees in the amount of not less than \$500,000 per claim and \$2,000,000 annual aggregate

15. MODIFICATIONS/ADDENDA

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

16. TERMINATION

A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Contractor's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety.

B. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.

C. Contractor shall be paid for actual work done to the date of termination. All documents completed by Contractor through the date of termination shall become the property of the County.

17. NOTICES/COMMUNICATIONS

All notices and demands pursuant to this Agreement shall be directed in writing to:

Contractor

Superintendent Teresa Strong
St. Louis County School Districts
1701 N. 9th Ave.
Virginia, MN 55792
218-749-8130 ext: 1101

County

County Administrator
St. Louis County Administration Department
100 N. 5th Avenue West #202
Duluth, MN 55802
218-726-2450

18. OTHER CONDITIONS

A. Compliance with Laws/Standards

Contractor shall abide by all federal, state or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or the facilities, programs and staff for which Contractor is responsible.

B. Licenses

Contractor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by the Contract. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

C. Minnesota Law to Govern

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.

19. WAIVER

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

20. FINAL AGREEMENT

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

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

ST. LOUIS COUNTY SCHOOL DISTRICT

ST. LOUIS COUNTY

BY: _____
School Superintendent

BY: _____
County Administrator

Date: _____

Date: _____

APPROVED AS TO FORM & EXECUTION

BY: _____
Assistant County Attorney

Date: _____

Damion Number _____

Performance Reporting

Overview: The current KPIs monitored on an annual basis include the following. We will anticipate annual performance reporting on the following goals.

Goal 1: Annual Report on number of Programs, Projects and Activities led by St. Louis County School District Iron Range Youth in Action

Goal 2: Annual Report on Student Recruitment and Retention

Goal 3: Annual Report on number of St. Louis County School District Iron Range Youth in Action Meetings. Minimum 18 meetings, Maximum 36, September through May. Within 9 months school is in session.

PURCHASE OF SERVICE DESCRIPTION

I. Target Population (identify who is eligible and location of where services are provided):

St. Louis County School District Iron Range Youth in Action targets Cherry School, North Woods School, Northeast Range School and South Ridge School students, grades 9 through 12. Iron Range Youth in Action is open to all high school students, grades 9 through 12. Services provided by the St. Louis County School District Iron Range Youth in Action Advisor are provided on the St. Louis County School District grounds.

II. Program Description (services provided):

1. Assist in the planning, implementation, and oversee all IRYA activities within the school that may encompass service-learning, social, and fund-raising events.
2. Assist the IRYA coordinator in IRYA activities outside of the school that may encompass service-learning, social, and fund-raising events.
3. Work in collaboration with the IRYA coordinator and school administration.
4. Responsible for the election of IRYA officers—President, Vice President, Secretary, and Treasurer.
5. Hold bi-monthly meetings; either before or after school or during lunch time.
6. Provide advice and guidance to the IRYA officers.
7. Adhere to all school rules and policies.
8. Adhere to all St. Louis County rules and regulations.
9. Other duties as assigned.

III. Program Goals and Objectives:

Provide quality education through service learning opportunities. Allow opportunity for students to take leadership role in implementing and executing Iron Range Youth in Action service learning programs, projects, and activities.

IV. Number to be Served – (estimate number of individuals served):

St. Louis County School District Iron Range Youth in Action members should attempt to maintain 15 to 30 youth members. St. Louis County School District Iron Range Youth in Action programs should serve approximately 2,000 people annually.

EXHIBIT B

**CERTIFICATION OF COMPLIANCE WITH
MINNESOTA WORKERS' COMPENSATION LAW
Minn. Stat. § 176.182**

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. In addition, the County shall not enter into a contract for the doing of any public work before receiving acceptable evidence of compliance with workers' compensation insurance coverage requirements. Furthermore, if this information is not provided or is falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company name: _____

(Not the insurance agency)

Policy No: _____

Date of Coverage: _____

OR

Applicant is not required to have workers' compensation liability coverage because: (check one)

- Applicant has no employees;
- Applicant is self-insured (include a copy of your permit to self-insure);
- Applicant has no employees who are covered by workers' compensation;

OR

- Certificate of Insurance is attached.

CONTRACTOR:

By: _____

Date: _____

BOARD LETTER NO. 12 - 188

FINANCE & BUDGET COMMITTEE CONSENT NO. 6

BOARD AGENDA NO.

DATE: May 8, 2012 **RE:** 2011 Fourth Quarter Budget Changes

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor

RELATED DEPARTMENT GOAL:

Provide professional finance and accounting services in keeping with best practices, ensuring that public dollars are used exclusively for authorized public purposes.

ACTION REQUESTED:

It is requested that the St. Louis County Board authorize the budgetary revenue and expenditure changes incurred in the 4th quarter of 2011.

BACKGROUND:

Each year, the County Board adopts a resolution which allows for transfers and appropriations within funds for the current budget year. In addition, the 2011 Budget Resolution (No. 10-574, dated Dec. 14, 2010) requires that increases to the original governmental funds revenue and expenditure budgets cannot be made without County Board approval. The following represents the transfers and budgetary changes requested during the 4th quarter of 2011. The delay in bringing this forward allows for this resolution to include all quarterly adjustments required as part of closing the 2011 budget year that may be discovered by the Auditor's Office in year-end processing.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the 2011 4th quarter budget changes.

2011 Fourth Quarter Budget Changes

BY COMMISSIONER _____

WHEREAS, all increases in original governmental funds revenue and expenditure budgets require County Board approval; and

WHEREAS, departments anticipate being notified of additional revenues throughout the year and need approval to increase revenue and expenditure budgets; and

WHEREAS, proposed budget adjustments are levy neutral.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the following budget changes:

1. Increase expense budget and decrease vested sick leave liability to cover unbudgeted retiree sick leave payout in Fund 616, On-Site Waste Water Division (\$67,651.83).
2. Transfer funds from Administration's budget and general fund balance to pay commitment representation/expert witness/civil commitments beyond what was budgeted (\$67,558.90).
3. Use of fund balance for legally required debt service payment (\$660.00).
4. Increase revenue and expense budget to reflect increase in project costs and revenues over that approved in Resolution No. 11-240 on 5/3/11, Meadowlands Township (\$30.08).
5. Increase revenue and expense budget to reflect increase in project costs and revenues over that approved in Resolution No. 11-263 on 5/10/11, Halden Township (\$70.62).
6. Increase NEMESIS budget to allow spending for maintenance contract that was unbudgeted (\$56,009.00).
7. Use of fund balance in fund 281 to increase expense budget for new septic loan (\$27,649.22).
8. Increase revenue and expense budgets to match actual revenues received for meth-related overtime reimbursed through Northeast Law Enforcement Administrator's Council (NLEAC) (\$10,093.24).
9. Increase revenue and expense budgets in elections to allow for increased costs and revenue associated with election recount and filing fees (\$9,250.00).
10. Use of fund balance in County Attorney Forfeitures to increase expenditure budget for donation to Men as Peacemakers (\$5,000.00).
11. Increase expense and revenue budgets on project SP 69-613-032 to match revenue actually received as result of project overrun (\$156,800.83).
12. Use of Law Library fund balance to pay for Law Library publications (\$16,037.98).
13. Increase revenue and expense budgets for Tower Law Enforcement, to reflect actual level of services provided and revenue received (\$13,000.00).

14. Increase revenue and expense budgets for additional revenue received from Regional Rail Authority and Department of Transportation due to unanticipated overages on project SP 69-090-019 (\$118,140.00).
15. Use of fund balance in the Federal Septic Loans fund to pay consulting fees for Northspan (\$1,200.00).
16. Moved budget from personnel to operating to allow personnel savings to be used for additional fuel costs, above what was budgeted for Aurora Law Enforcement (\$5,520.00).
17. Increase revenue and expense budgets for County Extension Committee Holiday Project, which was not originally budgeted (\$586.61).
18. Adjust revenue and expense budgets to reflect the total actual pool of money (from deobligated projects, additional project fundings, and actual unspent administration from previous years plus current year administration obligated) that is available in Community Development Block Grant (\$495,718.08).
19. Fund 2011 Cirrus tax abatement (Resolution No. 12-039) from property tax revenue received (\$27,770.00).
20. Increase revenue and expense budgets to match actual Children In need of Protective Services (CHIPS) court expenses (\$1,500.00).
21. Budget to record pass through revenue and expense for state police aid (\$75,000.00).
22. Reallocations within PHHS that are funded out of available personnel savings including: Social Service Specialist II position to Social Worker, Psychologist II to LICSW; Administrative Assistant II Specialist position to an Administrative Assistant I position (\$15,296.00).
23. Use of fund balance to cover third and fourth quarter unemployment expense in Community Foods and Assisted Living (\$9,575.00).
24. Transfer funds from personnel to capital to cover personnel expense related to software that is being capitalized as an intangible asset in Planning Research & GIS (\$180,671.42).
25. Increase revenue and expense budget in 2008A Capital Equipment Note fund to allow spending of interest revenue received (\$2,683.70).
26. No budget entry; clarification that the general fund balance assigned for telecommunications and information technology will post beginning balances from transfers in from the old internal service funds.
27. Use of depreciation reserve funds to purchase new carpet for Auditor's Office (\$15,414.00).
28. Transfer funds from Environmental Services fund to Regional Landfill Trust fund as part of the Capital Improvement Plan, to insure that adequate funding is available in the future (\$25,000.00).
29. Transfer sufficient emergency funds to the depreciation reserve fund to leave a \$500,000 balance in the emergency fund at the end of 2011 (\$1,594,904.19).
30. In Examiner of Titles budget, transfer excess funds from personnel to operating to cover higher-than-anticipated operating expenditures (\$126.11).
31. Increase revenue and expense budget for relative custody assistance (pass-through dollars from the state for children who are placed in the care of relatives instead of foster care homes) (\$60,845.00).

32. Carry forward portion of Human Resources unspent 2011 personnel budget into 2012 to cover additional salary requirements - expense budget reduced in 2011 and cash flow increased (\$21,184.90).
33. Reduce Information Technology revenue and expense budget for office supplies charged out to other departments (\$420,000.00).
34. Assign Public Health & Human Services fund balance for the purpose of maintaining St. Louis County local cost share for Chemical Dependency programs. This amount was calculated based on the percentage difference between the county's local share of the Chemical Dependency Treatment Fund which increased from 16.14% to 22.95% starting in 2012, which amounts to approximately \$150,000 to be added onto the assigned amount. Use of funds will be triggered when the county share exceeds budgeted amounts. The director of Public Health & Human Services will coordinate use of funds with the County Administrator, through a board resolution (\$550,000.00).
35. Assign Public Health & Human Services fund balance for a remodel of the Government Services Center, which will result in reorganization and consolidation of PHHS work spaces. These funds will be used when the remodel project is approved and the need for furnishings occurs. The Director of Public Health & Human Services and the Director of Property Management will coordinate use of these funds with the County Administrator, through a board resolution (\$1,120,000.00).
36. Assign Public Health & Human Services fund balance for Out of Home placements. These funds will be used when Out of Home Placement costs exceed budgeted amounts. The Director of Public Health & Human Services will coordinate use of these funds with the County Administrator, through a board resolution (\$886,694.00).
37. Assign Public Health & Human Services fund balance for technology improvements. The Public Health & Human Services Director will present a plan for investment in technology to be approved by Administration before expenditures are authorized. The Director of Public Health & Human Services will coordinate use of these funds with the County Administrator, through a board resolution (\$1,774,331.00).
38. Assign Public Health & Human Services fund balance for prevention and innovation, to support pilot programs that focus on prevention services which will offset future costs. The Director of Public Health & Human Services will coordinate use of these funds with the County Administrator, through a board resolution (786,694.00).
39. Assign Public Works fund balance for local levy road and bridge construction projects to meet anticipated local project needs. Authorize Public Works to use this fund balance in 2012 to fund local projects (\$1,305,505.00).

ARMER Project Equipment Shelters

BY COMMISSIONER _____

WHEREAS, the Minnesota Department of Transportation (MnDOT) has strict specifications for equipment shelters housing Allied Radio Matrix for Emergency Response (ARMER) radio gear at all ARMER tower sites; and

WHEREAS, MnDOT has selected Thermo Bond to design and build all state-owned ARMER tower shelters in the state.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes a contract with Thermo Bond to design, build and deliver two ARMER Equipment Shelters, not to exceed a total of \$175,500, payable from Fund 100, Agency 136999, Object 665900, Grant 13603, Year 2010.

RESOLVED FURTHER, that the St. Louis County Board authorizes the appropriate county officials to sign any associated contract documents.

BOARD LETTER NO. 12 - 190

FINANCE & BUDGET COMMITTEE CONSENT NO. 8

BOARD AGENDA NO.

DATE: May 8, 2012

RE: Establish Public Hearing to
Consider Off-Sale Intoxicating
Liquor License (Ault Township)

FROM: Kevin Z. Gray
County Administrator

Don Dicklich
County Auditor

RELATED DEPARTMENT GOAL:

Provide mandated and discretionary licensing services in a timely manner.

ACTION REQUESTED:

The St. Louis County Board is requested to establish a public hearing to consider an off-sale intoxicating liquor license for an establishment in Ault Township.

BACKGROUND:

Back Country Bar, Inc., has made application for an Off-Sale Intoxicating Liquor License for the establishment known as Hugo's, Ault Township. Minn. Stat. 340A.405, subdivision 2d, relating to the issuance of off-sale intoxicating liquor licenses provides that "No license may be issued under this subdivision unless a public hearing is held on the issuance of the license. Notice must be given to all interested parties and to any city located within three miles of the premises to be licensed. At the hearing the county board shall consider testimony and exhibits presented by interested parties and may base its decision to issue or deny a license upon the nature of the business to be conducted and its impact upon any municipality, and the character and reputation of the applicant, and the propriety of the location."

The Liquor Licensing Committee considered and approved the application and recommends County Board approval. This establishment is located in Area 3 and the annual license fee is \$500.00.

RECOMMENDATION:

It is recommended that the St. Louis County Board establish a public hearing for 9:40 a.m., Tuesday, June 12, 2012, to consider the off-sale intoxicating liquor license request of Back Country Bar., Inc., d/b/a Hugo's, Ault Township.

**Establish Public Hearing to Consider Off-Sale Intoxicating Liquor License
(Ault Township)**

BY COMMISSIONER _____

RESOLVED, that a public hearing will be held at 9:40 A.M. on Tuesday, June 12, 2012, in the St. Louis County Courthouse, Duluth, Minnesota, for the purpose of considering an Off-Sale Intoxicating Liquor License for Back Country Bar, Inc. d/b/a Hugo's, Ault Township.

BOARD LETTER NO. 12 - 191

FINANCE & BUDGET COMMITTEE CONSENT NO. 9

BOARD AGENDA NO.

DATE: May 8, 2012

RE: Establish Public Hearing to Consider Off-Sale Intoxicating Liquor License (Kabetogama Township)

FROM: Kevin Z. Gray
County Administrator

Don Dicklich
County Auditor

RELATED DEPARTMENT GOAL:

Provide mandated and discretionary licensing services in a timely manner.

ACTION REQUESTED:

The St. Louis County Board is requested to establish a public hearing to consider an off-sale intoxicating liquor license for an establishment in Kabetogama Township.

BACKGROUND:

Porkorny's, LLC, has made application for an Off-Sale Intoxicating Liquor License for the establishment known as Gappa's Landing Resort & Campground, Kabetogama Township. Minn. Stat. 340A.405, subdivision 2d, relating to the issuance of off-sale intoxicating liquor licenses provides that "No license may be issued under this subdivision unless a public hearing is held on the issuance of the license. Notice must be given to all interested parties and to any city located within three miles of the premises to be licensed. At the hearing the county board shall consider testimony and exhibits presented by interested parties and may base its decision to issue or deny a license upon the nature of the business to be conducted and its impact upon any municipality, and the character and reputation of the applicant, and the propriety of the location."

The Liquor Licensing Committee considered and approved the application and recommends County Board approval. This establishment is located in Area 3 and the annual license fee is \$150.00.

RECOMMENDATION:

It is recommended that the St. Louis County Board establish a public hearing for 9:45 a.m., Tuesday, June 12, 2012, to consider the off-sale intoxicating liquor license request of Porkorny's LLC., d/b/a Gappa's Landing Resort & Campground, Kabetogama Township.

**Establish Public Hearing to Consider Off-Sale Intoxicating Liquor License
(Kabetogama Township)**

BY COMMISSIONER _____

RESOLVED, that a public hearing will be held at 9:45 A.M. on Tuesday, June 12, 2012, in the St. Louis County Courthouse, Duluth, Minnesota, for the purpose of considering an Off-Sale Intoxicating Liquor License for Porkorny's, LLC d/b/a Gappa's Landing Resort & Campground, Kabetogama Township.

BOARD LETTER NO. 12 - 192

FINANCE & BUDGET COMMITTEE CONSENT NO. 10

BOARD AGENDA NO.

DATE: May 8, 2012

RE: Establish Public Hearing to Consider Off-Sale Intoxicating Liquor License (Unorganized Township 59-16)

FROM: Kevin Z. Gray
County Administrator

Don Dicklich
County Auditor

RELATED DEPARTMENT GOAL:

Provide mandated and discretionary licensing services in a timely manner.

ACTION REQUESTED:

The St. Louis County Board is requested to establish a public hearing to consider an off-sale intoxicating liquor license for an establishment in Unorganized Township 59-16.

BACKGROUND:

The Shack, Inc., has made application for an Off-Sale Intoxicating Liquor License for the establishment known as The Shack, Unorganized Township 59-16. Minn. Stat. 340A.405, subdivision 2d, relating to the issuance of off-sale intoxicating liquor licenses provides that "No license may be issued under this subdivision unless a public hearing is held on the issuance of the license. Notice must be given to all interested parties and to any city located within three miles of the premises to be licensed. At the hearing the county board shall consider testimony and exhibits presented by interested parties and may base its decision to issue or deny a license upon the nature of the business to be conducted and its impact upon any municipality, and the character and reputation of the applicant, and the propriety of the location."

The Liquor Licensing Committee considered and approved the application and recommends County Board approval. This establishment is located in Area 2 and the annual license fee is \$250.00.

RECOMMENDATION:

It is recommended that the St. Louis County Board establish a public hearing for 9:50 a.m., Tuesday, June 12, 2012, to consider the off-sale intoxicating liquor license request of The Shack, Inc., d/b/a The Shack, Unorganized Township 59-16.

**Establish Public Hearing to Consider Off-Sale Intoxicating Liquor License
(Unorganized Township 59-16)**

BY COMMISSIONER _____

RESOLVED, that a public hearing will be held at 9:50 A.M. on Tuesday, June 12, 2012, in the St. Louis County Courthouse, Duluth, Minnesota, for the purpose of considering an Off-Sale Intoxicating Liquor License for The Shack, Inc., d/b/a The Shack, Unorganized Township 59-16.

BOARD LETTER NO. 12 – 193

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: May 8, 2012 **RE:** Award of Bids – Crack Sealing

FROM: Kevin Z. Gray
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:

Provide a safe, well maintained road and bridge system.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an award of bid for crack sealing at various locations throughout the county.

BACKGROUND:

County staff is authorized under Resolution No. 88-381, dated May 24, 1988, to call for bids on projects which are already included in the budget document. Bids were requested for a crack sealing project in various locations throughout St. Louis County funded with local maintenance funds.

A call for bids is to be received by the St. Louis County Public Works Department at 10:00 A.M on May 3, 2012, for the following projects in accordance with the plans and specifications on file in the Office of the County Highway Engineer:

- Project:** MP 97044, Crack Sealing St. Louis County and Others
Location: Various locations
Traffic: N.A. **PQI:** N.A.
Construction: Crack sealing St. Louis County and others 2012
Funding: Fund 200, Agency 201073, Object 653300
Fund 210, Agency 210041, Object 653300
Anticipated Start Date: June 4, 2012
Anticipated Completion Date: August 13, 2012
Engineer's Estimate: To be provided after bid opened

RECOMMENDATION:

The bid opening is scheduled for May 3, 2012. The bid results and a resolution for consideration will be presented at the May 8th Committee of the Whole meeting.