

AGENDA

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



Tuesday, October 8, 2013, 9:30 A.M.

Hermantown City Hall
5105 Maple Grove Road
Hermantown, Minnesota

CHRIS DAHLBERG, Chair
Third District

FRANK JEWELL
First District

ANGIE MILLER
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

Presentation: Weather Balloon Launch - Students from Hermantown and Duluth Marshall

Presentation: "Outstanding MSW Field Supervisor and Civic Engagement Award" in honor of Steve O'Neil - UMD Department of Social Work

Life Saver Awards – Sheriff Litman

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.

CONSENT AGENDA

Approval of business submitted on the consent agenda.

REGULAR AGENDA

Environment & Natural Resources Committee – Commissioner Nelson, Chair

1. Direction regarding the issuance of permits for the transport of noxious weeds. {13-421}

Finance & Budget Committee – Commissioner Raukar, Chair

2. Approve the Official Terms of Proposal of General Obligation Capital Improvement Bonds, Series 2014A, for improvements to the Northeast Regional Corrections Center. {13-422}

ADJOURNED:

RECOMMENDATION:

Should Commissioners wish to direct County Administration to ensure the County Agricultural Inspector complies with Minnesota law and the terms of his contract with St. Louis County, a resolution accomplishing this is attached.

Direction Regarding the Issuance of Permits for the Transport of Noxious Weeds

BY COMMISSIONER _____

WHEREAS, The County Board has been made aware of a possible conflict regarding a permit for the transportation of mowed hay along Trunk Highway 169 in northern Minnesota; and

WHEREAS, MnDOT has approved the cutting of hay in this corridor but requires that the mowing contractor obtain a permit from appropriate county officials to transport hay due to the presence of noxious weeds; and

WHEREAS, It is in the best interest of the county to approve any permit requests that meet state statute requirements for transportation of mowed hay containing noxious weeds;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board hereby directs County Administration to ensure that the County Agricultural Inspector complies with Minnesota law and the terms of his contract with St. Louis County with regard to the issuance of permits for the transport of noxious weeds on highways in a non-arbitrary and non-capricious manner.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN ST LOUIS COUNTY AND
GARY KUYAVA**

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 **GARY KUYAVA**, 560 West Wabasha Street, Duluth, MN 55803, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, St. Louis County wishes to appoint the Contractor as the County Agricultural Inspector: and

WHEREAS, the Contractor has the training, experience, and knowledge to provide the duties of a county agricultural inspector as set forth in Minn. Statute 18.81; and

WHEREAS, there are funds available for the purchase of 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 January 1, 2013 and terminating December 31, 2013. This agreement may be renewed upon agreement of the County and Contractor annually provided that contractor has satisfactorily performed the services herein described. The payment for services may be adjusted upon the agreement of the County and Contractor. Failure to agree on payment shall prevent renewal of the contract.

2. SERVICES TO BE PROVIDED

Contractor agrees to perform all duties of a county agricultural inspector as required by Minn. Statute Ch. 18 and Rules of Minnesota Section 1505.0751-.0758, which are attached hereto and incorporated herein. In addition, Contractor will make regular progress reports to the County Land Commissioner. Contractor shall work a minimum of two hundred (200) hours annually.

3. **COMPENSATION**

The County will pay Contractor up to **Four Thousand Six Hundred Dollars** (\$4600.00) for services provided pursuant to this Agreement. County will pay Contractor **One Thousand Dollars** (\$1000.00) after execution of this Agreement and **One Thousand Two Hundred Dollars** (\$1200.00) on each of the following dates: May 31, 2013; September 30, 2013; and December 31, 2013 conditioned on receipt of a progress report 15 days prior to each payment date describing the activities of Contractor since the previous payment date.

4. **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, payments were last provided or made, or longer if any audit in progress requires a longer retention period.

5. **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 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.

6. INDEPENDENT CONTRACTOR

It is specifically understood that Contractor and its employees and consultants are and shall remain independent contractors with respect to any and all work performed under this Agreement. Nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of agents, partners, or joint venturers or associates between Contractor's associates or staff and employees of the County, for any purpose or in any manner whatsoever. Contractor acknowledges and agrees that Contractor and its employees are not entitled to receive any of the benefits received by County employees and is not eligible for workers' or unemployment compensation benefits under the County.

Contractor also 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.

7. 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 subcontractors.

8. NON-DISCLOSURE OF INFORMATION OR DATA

Pursuant to Minnesota Statute 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 the County, disclose any information to the media or other third parties relating to the specific details of any documents, discussions, or meetings that 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.

9. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

10. 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 subcontractors, in the performance of the services provided under this agreement.

11. 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 Land 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 subcontractors shall provide evidence of similar coverage.

a. **Business Automobile Insurance**

- i. \$500,000 for claims for wrongful death and each claimant for other claims.
\$1,500,000 Each Occurrence.
No Less Than \$2,000,000 Aggregate coverage.
- ii. Must cover owned, non-owned and hired vehicles.

b. **Professional Liability Insurance**

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

c. **Workers' Compensation**

Per statutory requirements, Certificate of Compliance must be executed and filed with St. Louis County.

12. 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.

13. 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.

14. NOTICES/COMMUNICATIONS

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

Contractor

Gary Kuyava
560 West Wabasha Road
Duluth, MN 55803

St. Louis County

Robert L Krepps
St Louis County Land Commissioner
607 Government Services Center
Duluth, MN 55802

15. 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.

16. WAIVER

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

17. 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.

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

CONTRACTOR

BY: *Gary Kuyava*
GARY KUYAVA
TITLE: *St. Louis Co. Assessor*
Date: *12/14/12*

COUNTY OF ST. LOUIS

BY: *Robert S. Krepps*
ROBERT KREPPS
St Louis County Land Commissioner
Date: *12/18/2012*

APPROVED AS TO FORM & EXECUTION:

BY: *Timothy Tysdal*
Timothy Tysdal
Assistant County Attorney
Date: *12-19-2012*
2012-007559

2012-

18.81 DUTIES OF INSPECTORS AND COUNTY-DESIGNATED EMPLOYEES.

Subdivision 1. [Repealed, 2009 c 94 art 1 s 107]

Subd. 1a. **Duties; county agricultural inspectors and county-designated employees.** The county agricultural inspector or county-designated employee shall be responsible for:

- (1) the enforcement provisions under sections 18.78, 18.82, 18.83, 18.84, 18.86 and 18.87; and
- (2) providing a point of contact within the county for noxious weed issues.

Subd. 1b. **County agricultural inspectors.** In addition to the mandatory duties specified in subdivision 1a, the county board must specify the responsibilities of the county agricultural inspector in the annual work plan. The responsibilities may include:

- (1) to see that sections 18.76 to 18.91 and rules adopted under those sections are carried out within the inspector's jurisdiction;
- (2) to see that sections 21.80 to 21.92 and rules adopted under those sections are carried out within the inspector's jurisdiction;
- (3) to see that sections 21.71 to 21.78 and rules adopted under those sections are carried out within the inspector's jurisdiction;
- (4) to participate in the control programs for invasive plant species, feed, fertilizer, pesticide, and plant and insect pests when requested, in writing, to do so by the commissioner;
- (5) to participate in other agricultural programs under the control of the commissioner when requested, in writing, by the commissioner to do so;
- (6) to administer the distribution of funds allocated by the county board to the county agricultural inspector for noxious weed control and eradication within the county;
- (7) to submit reports and attend meetings that the commissioner requires;
- (8) to publish a general weed notice of the legal duty to control noxious weeds in one or more legal newspapers of general circulation throughout the county; and
- (9) to be the primary contact in the county for all plant biological control agents.

Subd. 2. **Local weed inspectors.** Local weed inspectors shall:

- (1) examine all lands, including highways, roads, alleys, and public ground in the territory over which their jurisdiction extends to ascertain if section 18.78 and related rules have been complied with;
- (2) see that the control or eradication of noxious weeds is carried out in accordance with section 18.83 and related rules; and
- (3) issue permits in accordance with section 18.82 and related rules for the transportation of materials or equipment infested with noxious weed propagating parts.

Subd. 3. **Nonperformance by inspectors; reimbursement for expenses.** If local weed inspectors neglect or fail to do their duty as prescribed in this section, the county agricultural inspector or county-designated employee, in consultation with the commissioner, may issue a notice to the inspector providing instructions on how and when to do their duty. If, after the time allowed in the notice, the local weed inspector has not complied as directed, the county

agricultural inspector or county-designated employee may consult with the commissioner to perform the duty for the local weed inspector. A claim for the expense of doing the local weed inspector's duty is a legal charge against the municipality in which the inspector has jurisdiction. The county agricultural inspector or county-designated employee overseeing the work may file an itemized statement of costs with the clerk of the municipality in which the work was performed. The municipality shall immediately issue proper warrants to the county for the work performed. If the municipality fails to issue the warrants, the county auditor may include the amount contained in the itemized statement of costs as part of the next annual tax levy in the municipality and withhold that amount from the municipality in making its next apportionment.

History: 1992 c 500 s 7; 2003 c 128 art 3 s 21,22; 2009 c 94 art 1 s 29-31

18.78 CONTROL OR ERADICATION OF NOXIOUS WEEDS.

Subdivision 1. **Generally.** A person owning land, a person occupying land, or a person responsible for the maintenance of public land shall control or eradicate all noxious weeds on the land at a time and in a manner ordered by an inspector or county-designated employee.

Subd. 2. **Control of purple loosestrife.** An owner of nonfederal lands underlying public waters or wetlands designated under section 103G.201 is not required to control or eradicate purple loosestrife below the ordinary high water level of the public water or wetland. The commissioner of natural resources is responsible for control and eradication of purple loosestrife on public waters and wetlands designated under section 103G.201, except those located upon lands owned in fee title or managed by the United States. The officers, employees, agents, and contractors of the commissioner of natural resources may enter upon public waters and wetlands designated under section 103G.201 and, after providing notification to the occupant or owner of the land, may cross adjacent lands as necessary for the purpose of investigating purple loosestrife infestations, formulating methods of eradication, and implementing control and eradication of purple loosestrife. The commissioner of natural resources shall, by June 1 of each year, compile a priority list of purple loosestrife infestations to be controlled with herbicides in designated public waters. The commissioner of natural resources must distribute the list to county agricultural inspectors, local weed inspectors, and their appointed agents. The commissioner of natural resources shall control listed purple loosestrife infestations in priority order within the limits of funding allocated for that purpose. This procedure shall supersede the other provisions for control of noxious weeds set forth elsewhere in this chapter. The responsibility of the commissioner of natural resources to control and eradicate purple loosestrife on public waters and wetlands located on private lands and the authority to enter upon private lands ends ten days after receipt by the commissioner of a written statement from the landowner that the landowner assumes all responsibility for control and eradication of purple loosestrife under sections 18.78 to 18.88. State officers, employees, agents, and contractors of the commissioner of natural resources are not liable in a civil action for trespass committed in the discharge of their duties under this section and are not liable to anyone for damages, except for damages arising from gross negligence.

Subd. 3. **Cooperative weed control agreement.** The commissioner, municipality, or county agricultural inspector or county-designated employee may enter into a cooperative weed control agreement with a landowner or weed management area group to establish a mutually agreed-upon noxious weed management plan for up to three years duration, whereby a noxious weed problem will be controlled without additional enforcement action. If a property owner fails to comply with the noxious weed management plan, an individual notice may be served.

History: 1992 c 500 s 4; 2003 c 128 art 3 s 14; 2004 c 243 s 2; 2009 c 94 art 1 s 25,26

18.82 TRANSPORTATION OF NOXIOUS WEED PROPAGATING PARTS IN INFESTED MATERIAL OR EQUIPMENT.

Subdivision 1. **Permits.** Except as provided in section 21.74, if a person wants to transport along a public highway materials or equipment containing the propagating parts of weeds designated as noxious by the commissioner, the person must secure a written permit for transportation of the material or equipment from an inspector or county-designated employee. Inspectors or county-designated employees may issue permits to persons residing or operating within their jurisdiction. If the noxious weed propagating parts are removed from materials and equipment or devitalized before being transported, a permit is not needed.

Subd. 2. **Conditions of permit issuance.** The following conditions must be met before a permit under subdivision 1 may be issued:

(1) any material or equipment containing noxious weed propagating parts that is about to be transported along a public highway must be in a container that is sufficiently tight and closed or otherwise covered to prevent the blowing or scattering of the material along the highway or on other lands or water; and

(2) the destination for unloading and the use of the material or equipment containing noxious weed propagating parts must be stated on the permit along with the method that will be used to destroy the viability of the propagating parts and thereby prevent their being dumped or scattered upon land or water.

Subd. 3. **Duration of permit; revocation.** A permit under subdivision 1 is valid for up to one year after the date it is issued unless otherwise specified by the inspector or county-designated employee issuing the permit. The permit may be revoked if an inspector or county-designated employee determines that the applicant has not complied with this section.

History: 1992 c 500 s 8; 2009 c 94 art 1 s 32,33

18.83 CONTROL; ERADICATION; NOTICES; EXPENSES.

Subdivision 1. **General weed notice.** A general notice for noxious weed control or eradication must be published on or before May 15 of each year. Failure of the county agricultural weed inspector or county-designated employee to publish the general notice does not relieve a person from the necessity of full compliance with sections 18.76 to 18.91 and related rules. The published notice is legal and sufficient notice when an individual notice cannot be served.

Subd. 2. **Individual notice.** An inspector or county-designated employee may find it necessary to secure more prompt or definite control or eradication of noxious weeds than is accomplished by the published general notice. In these special or individual instances, involving one or a limited number of persons, the inspector or county-designated employee having jurisdiction shall serve individual notices in writing upon the person who owns the land and the person who occupies the land, or the person responsible for or charged with the maintenance of public land, giving specific instructions on when and how named noxious weeds are to be controlled or eradicated. Individual notices provided for in this section must be served in the same manner as a summons in a civil action in the district court or by certified mail. Service on a person living temporarily or permanently outside of the inspector's or county-designated employee's jurisdiction may be made by sending the notice by certified mail to the last known address of the person, to be ascertained, if necessary, from the last tax list in the county treasurer's office.

Subd. 3. **Appeal of individual notice; appeal committee.** (1) A recipient of an individual notice may appeal, in writing, the order for control or eradication of noxious weeds. This appeal must be filed with a member of the appeal committee in the county where the land is located within two working days of the time the notice is received. The committee must inspect the land specified in the notice and report back to the recipient and the inspector or county-designated employee who issued the notice within five working days, either agreeing, disagreeing, or revising the order. The decision may be appealed in district court. If the committee agrees or revises the order, the control or eradication specified in the order, as approved or revised by the committee, may be carried out.

(2) The county board shall appoint members of the appeal committee. The membership must include a county commissioner or municipal official and a landowner residing in the county. The expenses of the members may be reimbursed by the county upon submission of an itemized statement to the county auditor. At its option, the county board, by resolution, may delegate the duties of the appeal committee to its board of adjustment established pursuant to section 394.27. When carrying out the duties of the appeal committee, the zoning board of adjustment shall comply with all of the procedural requirements of this section.

Subd. 4. **Control or eradication by inspector or county-designated employee.** If a person does not comply with an individual notice served on the person or an individual notice cannot be served, the inspector or county-designated employee having jurisdiction shall have the noxious weeds controlled or eradicated within the time and in the manner the inspector or county-designated employee designates.

Subd. 5. **Control or eradication by inspector or county-designated employee in growing crop.** An inspector or county-designated employee may consider it necessary to control or eradicate noxious weeds along with all or a part of a growing crop to prevent the maturation and spread of noxious weeds within the inspector's or county-designated employee's jurisdiction. If this situation exists, the inspector or county-designated employee may have the noxious weeds controlled or eradicated together with the crop after the appeal committee has reviewed the matter as outlined in subdivision 3 and reported back agreement with the order.

Subd. 6. Authorization for person hired to enter upon land. The inspector or county-designated employee may hire a person to control or eradicate noxious weeds if the person who owns the land, the person who occupies the land, or the person responsible for the maintenance of public land has failed to comply with an individual notice or with the published general notice when an individual notice cannot be served. The person hired must have authorization, in writing, from the inspector or county-designated employee to enter upon the land.

Subd. 7. Expenses; reimbursements. A claim for the expense of controlling or eradicating noxious weeds, which may include the costs of serving notices, is a legal charge against the county in which the land is located. The officers having the work done must file with the county auditor a verified and itemized statement of cost for all services rendered on each separate tract or lot of land. The county auditor shall immediately issue proper warrants to the persons named on the statement as having rendered services. To reimburse the county for its expenditure in this regard, the county auditor shall certify the total amount due and, unless an appeal is made in accordance with section 18.84, enter it on the tax roll as a tax upon the land and it must be collected as other real estate taxes are collected.

If public land is involved, the amount due must be paid from funds provided for maintenance of the land or from the general revenue or operating fund of the agency responsible for the land. Each claim for control or eradication of noxious weeds on public lands must first be approved by the commissioner of agriculture.

History: 1992 c 500 s 9; 2005 c 49 s 1; 2009 c 94 art 1 s 34

18.84 LIABILITY; APPEALS.

Subdivision 1. **Counties and municipalities.** Counties and municipalities are not liable for damages from the noxious weed control program for actions conducted in accordance with sections 18.76 to 18.91.

Subd. 2. **Appeal of charges to county board.** A person who is ordered to control noxious weeds under sections 18.76 to 18.91 and is charged for noxious weed control may appeal the cost of noxious weed control to the county board of the county where the noxious weed control measures were undertaken within 30 days after being charged. The county board shall determine the amount and approve the charge and filing of a lien against the property if it determines that the owner, or occupant if other than the owner, responsible for controlling noxious weeds did not comply with the order of the inspector or county-designated employee.

Subd. 3. **Appeal of costs to district court; petition.** (a) A person who is ordered to control noxious weeds under sections 18.76 to 18.91 and is charged for the cost of noxious weed control may petition for judicial review of the charges. The petition must be filed within 30 days after being charged. The petition must be filed with the court administrator in the county in which the land where the noxious weed control measures were undertaken is located, together with proof of service of a copy of the petition on the county auditor. No responsive pleadings may be required of the county, and no court fees may be charged for the appearance of the county in this matter.

(b) The petition must be captioned in the name of the person making the petition as petitioner and respective county as respondents. The petition must include the petitioner's name, the legal description of the land involved, a copy of the notice to control noxious weeds, and the date or dates on which appealed control measures were undertaken.

(c) The petition must state with specificity the grounds upon which the petitioner seeks to avoid the imposition of a lien for the cost of noxious weed control measures.

Subd. 4. **Hearing.** (a) A hearing under subdivisions 3 to 5 must be held at the earliest practicable date, and in no event later than 90 days following the filing of the petition of objection. The hearing must be before a district judge in the county in which the land where the noxious weed control measures were undertaken is located, and must be conducted in accordance with the District Court Rules of Civil Procedure.

(b) The court shall either order that a lien representing part or all of the costs for noxious weed control measures be imposed against the land or that the landowner be relieved of responsibility for payment of noxious weed control measures undertaken.

Subd. 5. **Further appeal.** A party aggrieved by the decision of the reviewing court may appeal the decision as provided in the Rules of Appellate Procedure.

History: 1992 c 500 s 10; 2003 c 128 art 3 s 23; 2009 c 94 art 1 s 35-37

18.86 UNLAWFUL ACTS.

No person may:

(1) hinder or obstruct in any way an inspector or county-designated employee in the performance of duties under sections 18.76 to 18.91 or related rules;

(2) neglect, fail, or refuse to comply with section 18.82 or related rules in the transportation and use of material or equipment infested with noxious weed propagating parts;

(3) sell material containing noxious weed propagating parts to a person who does not have a permit to transport that material or to a person who does not have a screenings permit issued in accordance with section 21.74; or

(4) neglect, fail, or refuse to comply with a general notice or an individual notice to control or eradicate noxious weeds.

History: 1992 c 500 s 12; 2003 c 128 art 3 s 24; 2009 c 94 art 1 s 38

1505.0754 WORK PLANS AND PERFORMANCE EVALUATIONS FOR COUNTY AGRICULTURAL INSPECTORS.

Subpart 1. **Work plans.** A detailed plan of work to be accomplished by each county agricultural inspector must be jointly developed each year by the commissioner and the county agricultural inspector. A separate work plan must be developed for each of the control programs involving seed, noxious weed, and screenings. If participation in the control programs for feed, fertilizer, pesticide, and insect pests is requested by the commissioner, a separate work plan must also be developed for each program. The plan must list the individual tasks, the amount of time sufficient to complete them, the amount of training required, and the budget necessary. The plan must be submitted to the board of county commissioners each year for its approval of the amount of time and the budget needed.

If the commissioner requests participation in the feed, fertilizer, pesticide, and insect pest control programs, the written request to do so must accompany the work plan.

Subp. 2. [Repealed, 33 SR 8]

Statutory Authority: *MS s 14.05; 16A.1283; 18.79; 21.85; 223.19*

History: *20 SR 63; 33 SR 8*

Posted: *March 1, 2011*

18.79 DUTIES OF COMMISSIONER.

Subdivision 1. **Enforcement.** The commissioner shall administer and enforce sections 18.76 to 18.91.

Subd. 2. **Authorized agents.** County agricultural inspectors may administer and enforce sections 18.76 to 18.91. A county-designated employee may enforce sections 18.78, 18.82, 18.83, 18.84, 18.86, and 18.87. A county must make the identity of a county-designated employee described by this subdivision available to the public.

Subd. 3. **Entry upon land.** To administer and enforce sections 18.76 to 18.91, an inspector or county-designated employee may enter upon land without consent of the owner and without being subject to an action for trespass or any damages.

Subd. 4. **Rules.** The commissioner may adopt necessary rules under chapter 14 for the proper enforcement of sections 18.76 to 18.91.

Subd. 5. **Order for control or eradication of noxious weeds.** An inspector or county-designated employee may order the control or eradication of noxious weeds on any land within the inspector's or county-designated employee's jurisdiction. A county must make the identity of a county-designated employee described by this subdivision available to the public.

Subd. 6. **Training for control or eradication of noxious weeds.** The commissioner shall conduct initial training considered necessary for inspectors and county-designated employees in the enforcement of the Minnesota Noxious Weed Law. The director of the Minnesota Extension Service may conduct educational programs for the general public that will aid compliance with the Minnesota Noxious Weed Law. Upon request, the commissioner may provide information and other technical assistance to the county agricultural inspector or county-designated employee to aid in the performance of responsibilities specified by the county board under section 18.81, subdivisions 1a and 1b.

Subd. 7. **Meetings and reports.** The commissioner shall designate by rule reports required to be made and meetings that must be attended by inspectors.

Subd. 8. **Prescribed forms.** The commissioner shall prescribe the forms to be used by inspectors and county-designated employees in the enforcement of sections 18.76 to 18.91.

Subd. 9. **Injunction.** If the county agricultural inspector or county-designated employee applies to a court for a temporary or permanent injunction restraining a person from violating or continuing to violate sections 18.76 to 18.91, the injunction may be issued without requiring a bond.

Subd. 10. **Prosecution.** On finding that a person has violated sections 18.76 to 18.91, the county agricultural inspector or county-designated employee may start court proceedings in the locality in which the violation occurred. The county attorney may prosecute actions under sections 18.76 to 18.91 within the county attorney's jurisdiction.

Subd. 11. [Repealed, 2004 c 228 art 1 s 76]

Subd. 12. **Noxious-weed-free forage and mulch certification agency.** The official certification agency for noxious-weed-free forage, mulch, soil, gravel, and other material must be determined by the commissioner in consultation with the director of the Minnesota agricultural experiment station. The commissioner may also certify forage, mulch, soil, gravel, or other material as noxious weed free.

Subd. 13. **Noxious weed designation.** The commissioner, in consultation with the Noxious Weed Advisory Committee, shall determine which plants are noxious weeds subject to control under sections 18.76 to 18.91. The commissioner shall prepare, publish, and revise as necessary, but at least once every three years, a list of noxious weeds and their designated classification. The list must be distributed to the public by the commissioner who may request the help of the University of Minnesota Extension, the county agricultural inspectors, and any other organization the commissioner considers appropriate to assist in the distribution. The commissioner may, in consultation with the Noxious Weed Advisory Committee, accept and consider noxious weed designation petitions from Minnesota citizens or Minnesota organizations or associations.

Subd. 14. **County petition.** A county may petition the commissioner to designate specific noxious weeds which are a control problem in the county.

Subd. 15. **Noxious weed management.** The commissioner, in consultation with the Noxious Weed Advisory Committee, shall develop management strategies and criteria for each noxious weed category.

Subd. 16. **Gifts; grants; contracts; funds.** The commissioner, counties, and municipalities may apply for and accept any gift, grant, contract, or other funds or grants-in-aid from the federal government or other public and private sources for noxious weed control purposes.

Subd. 17. **Noxious weed investigation.** The commissioner shall investigate the subject of noxious weeds and conduct investigations outside this state to protect the interest of the agricultural industry, forests, or the environment of this state from noxious weeds not generally growing in Minnesota.

Subd. 18. **Noxious weed education.** The commissioner shall disseminate information and conduct educational campaigns with respect to control of noxious weeds or invasive plants to enhance regulatory compliance and voluntary efforts to eliminate or manage these plants. The commissioner shall call and attend meetings and conferences dealing with the subject of noxious weeds. The commissioner shall maintain on the department's Web site noxious weed management information including but not limited to the roles and responsibilities of citizens and government entities under sections 18.76 to 18.91 and specific guidance as to whom a person should contact to report a noxious weed issue.

Subd. 19. **State and federal lands.** The commissioner shall inform and direct state and federal agencies regarding their responsibility to manage and control noxious weeds on land that those agencies own, control, or manage.

Subd. 20. **Interagency cooperation.** The commissioner shall cooperate with agencies of federal, state, and local governments and other persons in carrying out duties under sections 18.76 to 18.91.

Subd. 21. **Weed management area.** The commissioner, in consultation with the Noxious Weed Advisory Committee, may establish a weed management area to include a part of one or more counties or all of one or more counties of this state and shall include all the land within the boundaries of the area established. Weed management plans developed for a weed management area must be reviewed and approved by the commissioner and the Noxious Weed Advisory Committee. Weed management areas may seek funding under section 18.90.

History: 1986 c 444; 1992 c 500 s 5; 1997 c 216 s 27; 2003 c 128 art 3 s 15-20; 2009 c 94 art 1 s 27

1505.0758 MEETINGS AND REPORTS REQUIRED OF INSPECTORS.**Subpart 1. Meetings.**

A. The commissioner shall provide written notice to county agricultural inspectors of meetings they are required to attend. County agricultural inspectors shall attend the following meetings according to Minnesota Statutes, section 18.79, subdivision 7, to receive the training considered necessary by Minnesota Statutes, section 18.79, subdivision 6:

- (1) an annual short course for all county agricultural inspectors at one location;
- (2) an annual meeting for the county agricultural inspectors in a designated region at several locations throughout the state; and
- (3) other regional meetings called by the commissioner to address a special problem or training need that may arise involving one or more duties assigned to the position in Minnesota Statutes, section 18.81, subdivision 1.

B. The commissioner shall provide written notice to local weed inspectors for all meetings they are required to attend. Local weed inspectors are required to attend the following meetings according to Minnesota Statutes, section 18.79, subdivision 7, to receive the training considered necessary by Minnesota Statutes, section 18.79, subdivision 6:

- (1) an annual noxious weed law enforcement training meeting or time allotted on the program of an annual meeting of a county township officers association;
- (2) for those unable to attend a meeting as provided in subitem (1), a correspondence refresher course or other training approved by the commissioner; and
- (3) other meetings called by the commissioner to address a special problem or training need that may arise involving a duty assigned to the position in Minnesota Statutes, section 18.81, subdivision 2.

Subp. 2. Reports.

A. The following reports are required from county agricultural inspectors according to Minnesota Statutes, section 18.79, subdivision 7, as a record of their activities in performing the duties assigned to them in Minnesota Statutes, section 18.81, subdivision 1:

- (1) a monthly report to be kept on file in each county and available for review;

(2) an annual report submitted to the commissioner summarizing their activities in the duties assigned to them and the activities of the local weed inspectors reported to them; and

(3) special reports, to be requested as needed and submitted to the commissioner, involving one or more of the duties assigned to them.

B. An annual report must be compiled by the local weed inspector and submitted from each municipality to the county agricultural inspector in the county where the municipality is located. This report is required of local weed inspectors according to Minnesota Statutes, section 18.79, subdivision 7, and it serves as a record of their activities in performing the duties assigned to them in Minnesota Statutes, section 18.81, subdivision 2.

Statutory Authority: *MS s 18.79*

History: *20 SR 63*

Posted: *March 1, 2011*

**CERTIFICATE 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: _____

Dates 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.

GRANTEE/CONTRACTOR:

Printed Name: GARY C. KUYAVA

Signature: Gary C. Kuyava

Date: 12/14/12

Company/Business Name: St. Louis Co. Ag. Inspector

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF ST. LOUIS COUNTY,
MINNESOTA, APPROVING OFFICIAL TERMS OF PROPOSAL OF GENERAL
OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2014A**

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

Section 1. 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 general obligation capital improvement bonds to provide funds for capital improvements pursuant to an approved capital improvement plan.

Section 2. Pursuant to a Resolution adopted by the Board on October 1, 2013 (the "Resolution"), the Board stated its intention to issue general obligation capital improvement bonds in the maximum amount of \$6,500,000 for certain capital improvements, including correctional facility improvements, authorized in an additional amendment to the County's Capital Improvement Plan for the years 2013 through 2017 and approved by the Board on October 1, 2013.

Section 3. The Board hereby determines that it is necessary, expedient, and in the best interests of the County's residents that the County issue, sell and deliver its general obligation capital improvement bonds in the maximum amount of \$6,500,000, for the purpose of providing funds for the following capital improvements pursuant to the Capital Improvement Plan, as amended, for the years 2013 through 2017, and for costs of issuance of such bonds:

- Correctional Facility Improvements – improvements to the Northeast Regional Corrections Center, including improvements and upgrades to the main facility.

Section 4. The County's administrative staff is hereby authorized and directed to work with bond counsel, and Springsted Incorporated, independent financial adviser to the County, to solicit proposals and to arrange for the sale of the County's General Obligation Capital Improvement Bonds, Series 2014A in the maximum amount of \$6,500,000 (the "Bonds") for the purposes of and pursuant to the authorizations recited in Sections 2 and 3 above in substantial compliance with the Terms of Proposal attached hereto as Exhibit A. Each and all of the terms and provisions set forth in the Terms of Proposal are adopted and confirmed as the terms and conditions of the Bonds and the sale thereof. Due to a rapidly changing bond market and the County obtaining bids for the construction of the project, the County Auditor, after consulting with the County's financial advisor and bond counsel, is authorized to modify the Terms of Proposal prior to accepting the proposals, including but not limited to reducing the issue size of the Bonds based on the construction bids, and to make corresponding changes in the Terms of Proposal that result therefrom, and rescheduling the sale or cancelling the sale. The proposals shall be received at the administrative offices of Springsted Incorporated until 10:00 a.m. central time on November 12, 2013, and consideration for the award of the Bonds will be by the Board at 2:00 p.m. on the same day.

Section 5. The Board shall meet on November 12, 2013, in accordance with the Terms of Proposal, to consider proposals for the purchase of the Bonds and to take whatever actions are necessary for the acceptance or rejection of the proposals.

Adopted: October 8, 2013.

EXHIBIT A

THE COUNTY HAS AUTHORIZED SPRINGSTED INCORPORATED TO NEGOTIATE THIS ISSUE ON ITS BEHALF. PROPOSALS WILL BE RECEIVED ON THE FOLLOWING BASIS:

TERMS OF PROPOSAL

\$6,500,000*

ST. LOUIS COUNTY, MINNESOTA

GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2014A

(BOOK ENTRY ONLY)

Proposals for the Bonds and the Good Faith Deposit (“Deposit”) will be received on Tuesday, November 12, 2013, until 10:00 A.M., Central Time, at the offices of Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota, after which time proposals will be opened and tabulated. Consideration for award of the Bonds will be by the County Board at 2:00 P.M., Central Time, of the same day.

SUBMISSION OF PROPOSALS

Springsted will assume no liability for the inability of the bidder to reach Springsted prior to the time of sale specified above. All bidders are advised that each Proposal shall be deemed to constitute a contract between the bidder and the County to purchase the Bonds regardless of the manner in which the Proposal is submitted.

(a) **Sealed Bidding.** Proposals may be submitted in a sealed envelope or by fax (651) 223-3046 to Springsted. Signed Proposals, without final price or coupons, may be submitted to Springsted prior to the time of sale. The bidder shall be responsible for submitting to Springsted the final Proposal price and coupons, by telephone (651) 223-3000 or fax (651) 223-3046 for inclusion in the submitted Proposal.

OR

(b) **Electronic Bidding.** Notice is hereby given that electronic proposals will be received via PARITY®. For purposes of the electronic bidding process, the time as maintained by PARITY® shall constitute the official time with respect to all Bids submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic Bid in a timely manner and in compliance with the requirements of the Terms of Proposal.* Neither the County, its agents nor PARITY® shall have any duty or obligation to undertake registration to bid for any prospective bidder or to provide or ensure electronic access to any qualified prospective bidder, and neither the County, its agents nor PARITY® shall be responsible for a bidder’s failure to register to bid or for any failure in the proper operation of, or have any liability for any delays or interruptions of or any damages caused by the services of PARITY®. The County is using the services of PARITY® solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY® is not an agent of the County.

If any provisions of this Terms of Proposal conflict with information provided by PARITY®, this Terms of Proposal shall control. Further information about PARITY®, including any fee charged, may be obtained from:

PARITY®, 1359 Broadway, 2nd Floor, New York, New York 10018
Customer Support: (212) 849-5000

* Preliminary; subject to change.

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery, as the date of original issue, and will bear interest payable on June 1 and December 1 of each year, commencing June 1, 2014. Interest will be computed on the basis of a 360-day year of twelve 30-day months.

The Bonds will mature December 1 in the years and amounts* as follows:

2015	\$375,000	2018	\$390,000	2021	\$415,000	2024	\$445,000	2027	\$490,000
2016	\$380,000	2019	\$395,000	2022	\$420,000	2025	\$460,000	2028	\$505,000
2017	\$385,000	2020	\$405,000	2023	\$435,000	2026	\$475,000	2029	\$525,000

* *The County reserves the right, after proposals are opened and prior to award, to increase or reduce the principal amount of the Bonds or the amount of any maturity in multiples of \$5,000. In the event the amount of any maturity is modified, the aggregate purchase price will be adjusted to result in the same gross spread per \$1,000 of Bonds as that of the original proposal. Gross spread is the differential between the price paid to the County for the new issue and the prices at which the securities are initially offered to the investing public.*

Proposals for the Bonds may contain a maturity schedule providing for a combination of serial bonds and term bonds. All term bonds shall be subject to mandatory sinking fund redemption at a price of par plus accrued interest to the date of redemption scheduled to conform to the maturity schedule set forth above. In order to designate term bonds, the proposal must specify "Years of Term Maturities" in the spaces provided on the Proposal form.

BOOK ENTRY SYSTEM

The Bonds will be issued by means of a book entry system with no physical distribution of Bonds made to the public. The Bonds will be issued in fully registered form and one Bond, representing the aggregate principal amount of the Bonds maturing in each year, will be registered in the name of Cede & Co. as nominee of The Depository Trust Company ("DTC"), New York, New York, which will act as securities depository of the Bonds. Individual purchases of the Bonds may be made in the principal amount of \$5,000 or any multiple thereof of a single maturity through book entries made on the books and records of DTC and its participants. Principal and interest are payable by the registrar to DTC or its nominee as registered owner of the Bonds. Transfer of principal and interest payments to participants of DTC will be the responsibility of DTC; transfer of principal and interest payments to beneficial owners by participants will be the responsibility of such participants and other nominees of beneficial owners. The purchaser, as a condition of delivery of the Bonds, will be required to deposit the Bonds with DTC.

REGISTRAR

The County Auditor of the County will serve as registrar.

OPTIONAL REDEMPTION

The County may elect on December 1, 2022, and on any day thereafter, to prepay Bonds due on or after December 1, 2023. Redemption may be 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 Bonds of a maturity are called for redemption, the County will notify 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 interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds will be used to finance improvements to the Northeast Regional Corrections Center located in the County.

BIDDING PARAMETERS

Proposals shall be for not less than \$6,415,500 plus accrued interest, if any, on the total principal amount of the Bonds.

No proposal can be withdrawn or amended after the time set for receiving proposals unless the meeting of the County scheduled for award of the Bonds is adjourned, recessed, or continued to another date without award of the Bonds having been made. Rates shall be in integral multiples of 1/100 or 1/8 of 1%. The initial price to the public for each maturity must be 98.0% or greater. Bonds of the same maturity shall bear a single rate from the date of the Bonds to the date of maturity. No conditional proposals will be accepted.

GOOD FAITH DEPOSIT

Proposals, regardless of method of submission, shall be accompanied by a Deposit in the amount of \$65,000, in the form of a certified or cashier's check, a wire transfer, or Financial Surety Bond and delivered to Springsted Incorporated prior to the time proposals will be opened. Each bidder shall be solely responsible for the timely delivery of their Deposit whether by check, wire transfer or Financial Surety Bond. Neither the County nor Springsted Incorporated have any liability for delays in the transmission of the Deposit.

Any Deposit made by **certified or cashier's check** should be made payable to the County and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101.

Any Deposit sent via **wire transfer** should be sent to Springsted Incorporated as the County's agent according to the following instructions:

Wells Fargo Bank, N.A., San Francisco, CA 94104
ABA #121000248
for credit to Springsted Incorporated, Account #635-5007954
Ref: St. Louis County, MN Series 2014A Good Faith Deposit

Contemporaneously with such wire transfer, the bidder shall send an e-mail to bond_services@springsted.com, including the following information; (i) indication that a wire transfer has been made, (ii) the amount of the wire transfer, (iii) the issue to which it applies, and (iv) the return wire instructions if such bidder is not awarded the Bonds.

Any Deposit made by the successful bidder by check or wire transfer will be delivered to the County following the award of the Bonds. Any Deposit made by check or wire transfer by an unsuccessful bidder will be returned to such bidder following County action relative to an award of the Bonds.

If a **Financial Surety Bond** is used, it must be from an insurance company licensed to issue such a bond in the State of Minnesota and pre-approved by the County. Such bond must be submitted to Springsted Incorporated prior to the opening of the proposals. The Financial Surety Bond must identify each underwriter whose Deposit is guaranteed by such Financial Surety Bond. If the Bonds are awarded to an underwriter using a Financial Surety Bond, then that underwriter is required to submit its Deposit to the

County in the form of a certified or cashier's check or wire transfer as instructed by Springsted Incorporated not later than 3:30 P.M., Central Time on the next business day following the award. If such Deposit is not received by that time, the Financial Surety Bond may be drawn by the County to satisfy the Deposit requirement.

The Deposit received from the purchaser, the amount of which will be deducted at settlement, will be deposited by the County and no interest will accrue to the purchaser. In the event the purchaser fails to comply with the accepted proposal, said amount will be retained by the County.

AWARD

The Bonds will be awarded on the basis of the lowest interest rate to be determined on a true interest cost (TIC) basis calculated on the proposal prior to any adjustment made by the County. The County's computation of the interest rate of each proposal, in accordance with customary practice, will be controlling.

The County will reserve the right to: (i) waive non-substantive informalities of any proposal or of matters relating to the receipt of proposals and award of the Bonds, (ii) reject all proposals without cause, and (iii) reject any proposal that the County determines to have failed to comply with the terms herein.

BOND INSURANCE AT PURCHASER'S OPTION

The County has **not** applied for or pre-approved a commitment for any policy of municipal bond insurance with respect to the Bonds. If the Bonds qualify for municipal bond insurance and a bidder desires to purchase a policy, such indication, the maturities to be insured, and the name of the desired insurer must be set forth on the bidder's Proposal. The County specifically reserves the right to reject any bid specifying municipal bond insurance, even though such bid may result in the lowest TIC to the County. All costs associated with the issuance and administration of such policy and associated ratings and expenses (other than any independent rating requested by the County) shall be paid by the successful bidder. Failure of the municipal bond insurer to issue the policy after the award of the Bonds shall not constitute cause for failure or refusal by the successful bidder to accept delivery of the Bonds.

CUSIP NUMBERS

If the Bonds qualify for assignment of CUSIP numbers such numbers will be printed on the Bonds, but neither the failure to print such numbers on any Bond nor any error with respect thereto will constitute cause for failure or refusal by the purchaser to accept delivery of the Bonds. The CUSIP Service Bureau charge for the assignment of CUSIP identification numbers shall be paid by the purchaser.

SETTLEMENT

On or about January 6, 2014, the Bonds will be delivered without cost to the purchaser through DTC in New York, New York. Delivery will be subject to receipt by the purchaser of an approving legal opinion of Fryberger, Buchanan, Smith & Frederick, P.A., Duluth, Minnesota, and of customary closing papers, including a no-litigation certificate. On the date of settlement, payment for the Bonds shall be made in federal, or equivalent, funds that shall be received at the offices of the County or its designee not later than 12:00 Noon, Central Time. Unless compliance with the terms of payment for the Bonds has been made impossible by action of the County, or its agents, the purchaser shall be liable to the County for any loss suffered by the County by reason of the purchaser's non-compliance with said terms for payment.

CONTINUING DISCLOSURE

In accordance with SEC Rule 15c2-12(b)(5), the County will undertake, pursuant to the resolution awarding sale of the Bonds, to provide annual reports and notices of certain events. A description of this undertaking is set forth in the Official Statement. The purchaser's obligation to purchase the Bonds will be conditioned upon receiving evidence of this undertaking at or prior to delivery of the Bonds.

OFFICIAL STATEMENT

The County has authorized the preparation of an Official Statement containing pertinent information relative to the Bonds, and said Official Statement will serve as a nearly final Official Statement within the meaning of Rule 15c2-12 of the Securities and Exchange Commission. For copies of the Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Financial Advisor to the County, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

The Official Statement, when further supplemented by an addendum or addenda specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law, shall constitute a "Final Official Statement" of the County with respect to the Bonds, as that term is defined in Rule 15c2-12. By awarding the Bonds to any underwriter or underwriting syndicate submitting a proposal therefor, the County agrees that, no more than seven business days after the date of such award, it shall provide without cost to the senior managing underwriter of the syndicate to which the Bonds are awarded up to 25 copies of the Official Statement and the addendum or addenda described above. The County designates the senior managing underwriter of the syndicate to which the Bonds are awarded as its agent for purposes of distributing copies of the Final Official Statement to each Participating Underwriter. Any underwriter delivering a proposal with respect to the Bonds agrees thereby that if its proposal is accepted by the County (i) it shall accept such designation and (ii) it shall enter into a contractual relationship with all Participating Underwriters of the Bonds for purposes of assuring the receipt by each such Participating Underwriter of the Final Official Statement.

Dated October 8, 2013

BY ORDER OF THE COUNTY BOARD

County Administrator

/s/ Kevin Gray