



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

December 16, 2014
Immediately following the Board Meeting, which begins at 9:30 A.M.
Morse Town Hall, 911 South Central Avenue, Ely, 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 December 2, 2014

Health & Human Services Committee, Commissioner Stauber, Chair

1. CY 2015 Mental Health Contracts with Human Development Center [14-494]
2. CY 2015 Mental Health Contracts with Range Mental Health Center [14-495]
3. CY 2015 Contract for Service of Process for Child Support Cases [14-496]
4. CY 2015 Detox and Hold Services Contracts [14-497]
5. CY 2015 Purchase of Service Contract with Legal Aid Service of Northeastern Minnesota [14-498]
6. CY 2015 Purchase of Service Contract with First Witness Child Abuse Resource Center [14-499]
7. CY 2015 Purchase of Service Contract with Program for Aid to Victims of Sexual Assault [14-500]
8. CY 2015 Purchase of Service Contract with Arrowhead Center, Inc. [14-501]
9. CY 2015 Purchase of Service Contract with Duluth Bethel Society [14-502]
10. Contract for Medical Consultation Services [14-503]

Environment & Natural Resources Committee, Commissioner Dahlberg, Chair

11. Transfer Trailer Haulage Contract [14-504]
12. Canister Site Solid Waste Haulage Agreements [14-505]
13. Update the St. Louis County Comprehensive Water Management Plan [14-506]
14. Final Plat Approval – Early Bird (Unorganized Township 61-13) [14-507]
15. Final Plat Approval – Floodwood Lake South (Cedar Valley Township) [14-508]
16. Access Easement across State Tax Forfeited Land for the plat of Floodwood Lake South (Cedar Valley Township) [14-509]
17. Final Plat Approval – Linwood (Unorganized Township 56-14) [14-510]
18. Final Plat Approval – Little Birch Lake (Unorganized Township 61-14) [14-511]
19. Approval of Registered Land Survey No. 100 (Brevator Township) [14-512]
20. Repurchase of State Tax Forfeited Land – Ratarac [14-513]

Public Works & Transportation Committee, Commissioner Raukar, Chair

21. Agreement with City of Floodwood for Water Main System Construction and Future Ownership of CR832 / 7th Avenue [14-514]
22. Agreement with Minnesota Department of Revenue for Collection of the Greater Minnesota Sales and Use Tax [14-515]

Finance & Budget Committee, Commissioner Nelson, Chair

23. Abatement List for Board Approval [14-516]

Central Management & Inter-Governmental Committee, Commissioner Jewell, Chair

24. Occupational Medicine Services Agreement [14-517]
25. Drug and Alcohol Testing Services Agreement [14-518]
26. Designation of the Safety and Risk Manager to Discharge the Duties of Interim County Mine Inspector [14-519]

Public Safety & Corrections Committee, Commissioner Boyle, Chair

27. NEMESIS Consulting Services [14-520]
28. Professional Services Agreement with Kristi Louis [14-521]

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 Raukar, Chair

1. **Award of Bids: Bridge Project (Hermantown), Bituminous Surfacing Projects (Cherry, Clinton, Fayal and Great Scott Townships) [14-522]**
 - A. Resolution awarding a bridge construction project in the city of Hermantown to low bidder Northland Constructors of Duluth, LLC in the amount of \$683,330.50.
 - B. Resolution awarding three tied bituminous surfacing projects in Cherry, Clinton, Fayal and Great Scott Townships to low bidder Northland Constructors of Duluth, LLC in the amount of \$5,244,956.55.
2. **Award of Bids: Mesabi Trail Project (Biwabik Township) [14-523]**

Resolution awarding a Mesabi Trail Project in Biwabik Township to low bidder Casper Construction, Inc. of Grand Rapids, MN, in the amount of \$1,484,890.

Finance & Budget Committee, Commissioner Nelson, Chair

1. **Approval of Terms of Offering for Issuance of Capital Improvement Refunding Bonds, Series 2015A [14-524]**

Resolution approving the official terms of offering for the issuance of general obligation capital improvement refunding bonds, series 2015A.
2. **Approval of Terms of Offering for Issuance of Capital Improvement Refunding Bonds, Series 2015B [14-525]**

Resolution approving the official terms of offering for the issuance of general obligation capital improvement refunding bonds, series 2015B.
3. **Contract with Springsted, Inc., as Municipal Advisor for Debt Issuance [14-526]**

Resolution authorizing the County Auditor-Treasurer to negotiate a contract with Springsted, Inc., of St. Paul, MN to serve as Municipal Advisor for debt issuance.
4. **East Range Clinic Demolition Project – City of Virginia [14-527]**

Resolution authorizing a grant to the City of Virginia in the amount of \$114,173.97 from economic development funds for the demolition of the former East Range Clinic in Virginia.

Central Management & Inter-Governmental Committee, Commissioner Jewell, Chair

1. **Merit System Supervisory Agreement: 2012 – 2014 [14-528]**

Resolution to ratify the 2012-2014 Merit System Supervisory Unit collective bargaining agreement.
2. **Committee Vacancy Appointments to the Community Development Block Grant - Citizen Advisory Committee [14-529]**

Resolution to appoint two new members to the Community Development Block Grant – Citizen Advisory Committee.

COMMISSIONER DISCUSSION ITEMS AND REPORTS:

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

ADJOURNED:

Because there are no Board meetings scheduled until January, the County Board may reconvene to address these agenda items.

NEXT COMMITTEE OF THE WHOLE MEETING DATES:

January 6, 2015 **St. Louis County Courthouse, Duluth, MN**

January 13, 2015 **St. Louis County Courthouse, Duluth, MN**

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

COMMITTEE OF THE WHOLE ST. LOUIS COUNTY BOARD OF COMMISSIONERS

Tuesday, December 2, 2014

Location: St. Louis County Courthouse, Duluth, Minnesota

Present: Commissioners Boyle, Dahlberg, Stauber, Nelson, Raukar, and Chair Forsman

Absent: Commissioner Jewell

Convened: Chair Forsman called the meeting to order at 12:36 p.m.

CONSENT AGENDA

Nelson/Raukar moved to approve the consent agenda. The motion passed. (6-0, Jewell absent)

- Minutes of November 25, 2014
 - Organized Municipal Recycling Collection Agreements [14-470]
 - Special Sale to Bernick [14-471]
 - Cancellation of Contract for Repurchase of State Tax Forfeited Land – Michaud & Kahn [14-472]
 - Public Sale of State Tax Forfeited Properties on February 12, 2015 [14-473]
 - Purchase of One Crawler Dozer [14-474]
 - State Contract Purchase of Three Excavators [14-475]
 - Application to Local Road Improvement Program for Traffic Signal Confirmation Lights Project [14-476]
 - Application to Local Road Improvement Program for Midway and North Cloquet Roads Mainline Dynamic Warning Sign System Project [14-477]
 - 2015 Memorandum of Agreement – University of Minnesota Extension [14-478]
 - Acceptance of Financial Contributions to County Extension IRYA Youth Conference [14-479]
 - Site/Street Improvements and Lighting – Public Safety Campus, Duluth [14-480]
 - Free Conveyance of Surplus Fee Land – Caribou Lake Tracts (Grand Lake Township) [14-481]
 - WSCA-Napso Cooperative Purchase Agreement – Shoretel and Extreme Networks Contracts [14-482]
 - Contract Renewal for Court Appointed Attorneys in Child Protection Proceedings [14-483]
 - Contracts for Court Appointed Attorneys in Civil Commitment Proceedings [14-484]
 - Arrowhead Counties Association Lobbying Services Agreement [14-485]
 - 2015 Federal Lobbying Services Contract – Lockridge, Grindal & Nauen [14-486]
 - 2015 State Lobbying Services Contract – Henry Erdman [14-487]
-

REGULAR AGENDA

Finance & Budget Committee

Nelson/Raukar moved to approve the purchase of the Northland Parking Lot from the City of Virginia, MN, for an amount of \$200,000 and any associated recording fees. The legal description and parcel codes are listed as follows: Lot Three (3), except the easterly four inches (E'ly 4"), Lots Four (4), Five (5), Six (6), Seven (7), Eight (8), Nine (9), Ten, (10), Eleven (11), Twelve (12), Thirteen (13), Block 30, VIRGINIA. The Parcel Codes associated with the above lots are: 090-0010-07150, 090-0010-07180, 090-0010-07200, 090-0010-07220, 090-0010-07240, 090-0010-07250. Commissioner Forsman stepped out of the meeting from 12:40 p.m. to 12:42 p.m. St. Louis County Property Management Director Tony Mancuso discussed county parking issues at the Northland Office Center in Virginia. After further discussion, the motion passed. (6-0, Jewell absent)

Forsman/Nelson moved to approve the 2015 budget draft resolution; to be considered at the December 16, 2014 St. Louis County Board meeting. Commissioner Stauber stepped out of the meeting from 12:56 p.m. to 12:58 p.m. Commissioner Boyle stepped out of the meeting from 12:59 p.m. to 1:00 p.m. St. Louis County Deputy Administrator Linnea Mirsch reviewed specific changes made to the 2015 draft budget resolution compared to the 2014 budget. Deputy Administrator Mirsch also gave a demonstration of new budget reporting software that will improve budget reporting. The software will be linked to the St. Louis County website. After further discussion, the motion passed without recommendation. (6-0, Jewell absent)

COMMISSIONER DISCUSSION ITEMS

Commissioner Nelson discussed a recent Duluth News Tribune article regarding St. Louis County liquor law violations and said that the goal of St. Louis County is to gain compliance.

At 1:32 p.m., Boyle/Nelson moved to adjourn the Committee of the Whole meeting. The motion passed. (6-0, Jewell absent)

Mike Forsman, Chair of the County Board

Phil Chapman, Clerk of the County Board

BOARD LETTER NO. 14 – 494

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 1

BOARD AGENDA NO.

DATE: December 16, 2014

RE: CY 2015 Mental Health
Contracts with Human
Development Center

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. Parents will be emotionally and financially able to provide for their children. Adults will live in the least restrictive living arrangement that meets their health and safety needs.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize agreements with Human Development Center for Mental Health-Targeted Case Management (MH-TCM) for Calendar Year 2015.

BACKGROUND:

Human Development Center (HDC) is licensed by the Minnesota Department of Human Services as a community mental health center. HDC provides a full array of mental health services to residents of southern St. Louis County. The Public Health and Human Services Department has contracted with HDC for many years to provide needed community mental health services in southern St. Louis County.

St. Louis County has two separate contracts with HDC. The department proposes to renew those contracts for the period January 1, 2015 through December 31, 2015. Service payments for Targeted Case Management (TCM) for children and adults are paid directly to the provider by the Minnesota Department of Human Services using Title XIX Medical Assistance program funds. The state bills the county for the non-federal share (approximately 50%).

1. **Children MH-TCM contract.** The Human Development Center provides MH-TCM services for children with Emotional Disturbance and Severe Emotional Disturbance who are eligible for Title XIX Medical Assistance program funds. The 2014 rate was \$510 per month per client for the 30 clients served each month. HDC requested a 3% increase for 2015 bringing the rate to \$525 and the department agreed to this increase.

2. **Adult MH-TCM contract.** The Human Development Center also provides MH-TCM services for adults with serious and persistent mental illness who are eligible for Title XIX Medical Assistance program funds. The 2014 rate was \$382 per month per client for the 170 clients served each month. HDC requested a 3% increase for 2015 bringing the rate to \$393 and the department agreed to this increase.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the following agreements with the Human Development Center for the period January 1, 2015 through December 31, 2015. The county's required share is paid as indicated below:

1. Children MH-TCM contract (30 cases per month)
\$525 per month per client, 50% of which is the county share of the rate
Fund 230, Agency 232008, Object 601600
2. Adult MH-TCM contract (170 cases per month)
\$393 per month per client, 50% of which is the county share of the rate
Fund 230, Agency 232006, Object 604400

CY 2015 Mental Health Contracts with Human Development Center

BY COMMISSIONER _____

WHEREAS, Human Development Center (HDC) helps people with mental illness to remain safe and as independent as possible by providing a full range of community mental health services; and

WHEREAS, the Public Health and Human Services Department has contracted with HDC to provide needed community mental health services in southern St. Louis County for many years; and

WHEREAS, County funds must be set aside to pay the non-federal share of Medical Assistance for mental health services for residents of southern St. Louis County.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes two agreements with Human Development Center for the period January 1, 2015 through December 31, 2015. The county's required share is paid as indicated below:

1. Children MH-TCM contract (30 cases per month)
\$525 per month per client, 50% of which is the county share of the rate
Fund 230, Agency 232008, Object 601600
2. Adult MH-TCM contract (170 cases per month)
\$393 per month per client, 50% of which is the county share of the rate
Fund 230, Agency 232006, Object 604400

2. **Adult MH-TCM contract.** Range Mental Health Center also provides MH-TCM services for adults with serious and persistent mental illness who are eligible for Title XIX Medical Assistance program funds. The 2014 rate was \$354 per month per client for up to 56 clients per month. RMHC did not request a rate increase for 2015.

In addition to TCM services, Range Mental Health Center has entered into two county-funded grant agreements (one for adults and one for children) to provide other mental health services for clients who are not eligible for Medical Assistance or Children's Therapeutic Services and Supports (CTSS).

3. **Other children's mental health services.** Range Mental Health Center also provides services similar to CTSS such as court services, case consultation, emergency services, and psychiatric consultation for children who are not eligible for Medical Assistance and who do not qualify for CTSS. The total contract maximum for these services is \$90,000.
4. **Other adult mental health services** to Medical Assistance ineligible adults. Range Mental Health Center also provides other Mental Health Services for adults with functional disorders who are not eligible for Medical Assistance. These services include supportive remedial services, court services, case consultation, emergency services, and psychiatric consultation. The total contract maximum for these services is \$101,088.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the following agreements with Range Mental Health Center for the period January 1, 2015 through December 31, 2015. The county's required share is paid as indicated below:

1. Children's MH-TCM contract (7-10 cases per month)
\$688 per month per client, 50% of which is the County share of the rate.
Fund 230, Agency 232008, Object 601600
2. Adult MH-TCM contract (maximum 56 cases)
\$354 per month per client, 50% of which is the County share of the rate.
Fund 230, Agency 232006, Object 604400
3. Other children's mental health services contract
Not to exceed \$90,000 per year
Fund 230, Agency 232008, Object 601600
4. Other adult mental health services
Not to exceed \$101,088 per year
Fund 230, Agency 232006, Object 604400

CY 2015 Mental Health Contracts with Range Mental Health Center

BY COMMISSIONER _____

WHEREAS, Range Mental Health Center helps people with mental illness to remain safe and as independent as possible by providing a full range of community mental health services; and

WHEREAS, the Public Health and Human Services Department has contracted with Range Mental Health Center to provide needed community mental health services in northern St. Louis County for many years; and

WHEREAS, County funds must be set aside to pay the non-federal share of Medical Assistance for mental health services for residents of northern St. Louis County; and

NOW THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorize the following agreements with Range Mental Health Center for the period January 1, 2015 through December 31, 2015. The county's required share is paid as indicated below:

1. Children's MH-TCM contract (7-10 cases per month)
\$688 per month per client, 50% of which is the County share of the rate.
Fund 230, Agency 232008, Object 601600
2. Adult MH-TCM contract (maximum 56 cases)
\$354 per month per client, 50% of which is the County share of the rate.
Fund 230, Agency 232006, Object 604400
3. Other children's mental health services contract
Not to exceed \$90,000 per year
Fund 230, Agency 232008, Object 601600
4. Other adult mental health services
Not to exceed \$101,088 per year
Fund 230, Agency 232006, Object 604400

BOARD LETTER NO.14 – 496

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 3

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** CY 2015 Contract for Service of
Process for Child Support
Cases

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:

Adults will be self-sufficient, providing for their own welfare and that of their children.

ACTION REQUESTED:

The St. Louis County Board is requested to approve a contract for up to \$70,000 with Applied Professional Services to provide Service of Process for Child Support cases.

BACKGROUND:

The St. Louis County Public Health & Human Services Department (PHHS) Child Support Program requires Service of Process services in order to perform its functions of establishing, modifying, or enforcing child support and paternity matters. The County, through these respective Departments, determines eligibility for these services. As with most Child Support expenditures, this expenditure has a federal reimbursement rate of 66% of cost.

The county has used an outside entity to ensure persons are served in a timely manner. Applied Professional Services of Duluth, MN, is a licensed and bonded investigative consulting firm that can deliver this service on behalf of the county. PHHS has used this company for many years and has found it to be efficient and cost-effective. To comply with Data Privacy Practices, a contract is required.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve a contract for up to \$70,000 for the period January 1, 2015 through December 31, 2015 with Applied Professional Services, Duluth, MN, to provide Service of Process for Child Support cases, payable from Fund 230, Agency 231009, Object 629900.

CY 2015 Contract for Service of Process for Child Support Cases

BY COMMISSIONER _____

WHEREAS, The St. Louis County Child Support Program has need for court documents to be served on the Child Support parties in a manner that requires Service of Process; and

WHEREAS, Applied Professional Services of Duluth, MN, is a licensed and bonded investigative consulting firm that can deliver this service on behalf of the St. Louis County Child Support Program; and

WHEREAS, In order to comply with Data Privacy Practices, a contract is required for this service;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes a contract for up to \$70,000 for the period January 1, 2015 through December 31, 2015 with Applied Professional Services, Duluth, MN, to provide Service of Process for Child Support cases, payable from Fund 230, Agency 231009, Object 629900.

BOARD LETTER NO. 14 - 497

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 4

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** CY 2015 Detox and Hold Services Contracts

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:

Adults will live in the least restrictive living arrangement that meets their health and safety needs. Parents will be self-sufficient, and the cycle of multi-generational welfare will be broken.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize agreements with Center for Alcohol and Drug Treatment and Range Mental Health Center for the provision of detoxification and hold services for Calendar Year (CY) 2015.

BACKGROUND:

Detoxification and hold services are required by Minn. Stat. § 254A.08. The purpose of detoxification services is to protect individuals and the community by (1) safely withdrawing people from mood altering substances; (2) improving their level of functioning; (3) providing assessment services, medical care, intervention counseling, and appropriate referrals; and (4) supporting their ability to protect and provide for themselves. The Center for Alcohol and Drug Treatment and Range Mental Health Center have provided these services for over ten years. The amount recommended for 2015 for Range Mental Health Center is the same as 2014. The amount recommended for the Center for Alcohol and Drug Treatment represents a 1.0% increase over 2014 due to an increase in fixed expenses.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize agreements with the following providers of detoxification and hold services for the period January 1, 2015 through December 31, 2015, payable from Fund 230-232006-606000.

<u>Provider</u>	<u>2015</u>
Center for Alcohol and Drug Treatment	\$1,385,700
Range Mental Health Center	\$ 424,730

CY 2015 Detox and Hold Services Contracts

BY COMMISSIONER _____

WHEREAS, St. Louis County has supported detoxification and hold services from the Center for Alcohol and Drug Treatment in Duluth and Range Mental Health Center in Virginia with county funds for over ten years; and

WHEREAS, The Public Health and Human Services Department wishes to continue these grant agreements for Calendar Year 2015 committed for this purpose;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into agreements with the following providers for detoxification and hold services for the period January 1, 2015 through December 31, 2015, payable from Fund 230-232006-606000.

<u>Provider</u>	<u>2015</u>
Center for Alcohol and Drug Treatment	\$1,385,700
Range Mental Health Center	\$ 424,730

BOARD LETTER NO. 14 - 498

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 5

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** CY 2015 Purchase of Service
Contract with Legal Aid
Service of Northeastern
Minnesota

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOALS:

Children will be born healthy, live a life free from abuse and neglect and will have a permanent living arrangement. Parents will be emotionally and financially able to provide for their children. Adults will live in the least restrictive living arrangement that meets their health and safety needs.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a purchase of service contract with Legal Aid Service of Northeastern Minnesota for Calendar Year 2015.

BACKGROUND:

Legal Aid Service of Northeastern Minnesota provides services that are critical to the Public Health and Human Services Department's goals identified above. It is in the best interest of the county to enter into a purchase of service contract with Legal Aid Service of Northeastern Minnesota at a maximum rate of \$1,428 per client for an annual amount not to exceed \$60,000 for the period January 1, 2015 through December 31, 2015.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a purchase of service contract with Legal Aid Service of Northeastern Minnesota for an annual amount not to exceed \$60,000, payable from Fund 230, Agency 232044, Object 608000.

**CY 2015 Purchase of Service Contract with
Legal Aid Service of Northeastern Minnesota**

BY COMMISSIONER _____

WHEREAS, Legal Aid Service of Northeastern Minnesota provides services that are considered critical to meeting the mission and core goals of the Public Health and Human Services Department; and

WHEREAS, It is in the best interest of the county to enter into a contract to purchase services from Legal Aid Service of Northeastern Minnesota;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a purchase of service contract with Legal Aid Service of Northeastern Minnesota at a maximum rate of \$1,428 per client for an annual amount not to exceed \$60,000 for the period January 1, 2015 through December 31, 2015, payable from Fund 230, Agency 232044, Object 608000.

BOARD LETTER NO. 14 - 499

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 6

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** CY 2015 Purchase of Service
Contract with First Witness
Child Abuse Resource Center

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 authorize a purchase of service contract with First Witness Child Abuse Resource Center for Calendar Year 2015.

BACKGROUND:

First Witness provides social services that strengthen the community response to child abuse by providing a single, high-quality interview of children that helps in the investigation, assessment, and prosecution of child abuse by reducing the need to subject the child to multiple interviews. The Public Health and Human Services Department (PHHS) proposes a purchase of service contract with measurable outcomes effective January 1, 2015 to purchase forensic child interviews at the rate of \$400.55 per interview up to a contract maximum of \$24,033, as well as forensic interview training in the amount of \$3,935 for PHHS staff, for a total contract maximum of \$27,968 for the period January 1, 2015 through December 31, 2015.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a purchase of service contract with First Witness Child Abuse Resource Center for forensic child interviews and forensic interview training for a total contract maximum of \$27,968, to be accounted for in Fund 230, Agency 232008, Object 608000.

**CY 2015 Purchase of Service Contract with First Witness
Child Abuse Resource Center**

BY COMMISSIONER _____

WHEREAS, First Witness Child Abuse Resource Center provides services that are considered critical to meeting the mission and core goals of the Public Health and Human Services Department (PHHS); and

WHEREAS, It is in the best interest of the county that PHHS enter into a contract to purchase forensic child interviews and interview training from First Witness;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a purchase of service contract with First Witness Child Abuse Resource Center for forensic child interviews at the rate of \$400.55 per interview up to \$24,033 per year plus \$3,935 for forensic interview training for PHHS staff, for a total contract maximum of \$27,968 for the period January 1, 2015 through December 31, 2015, to be accounted for in Fund 230, Agency 232008, Object 608000.

BOARD LETTER NO. 14 - 500

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 7

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** CY 2015 Purchase of Service
Contract with Program for Aid
to Victims of Sexual Assault

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOALS:

Children will be born healthy, live a life free from abuse and neglect, and will have a permanent living arrangement. Parents will be emotionally and financially able to provide for their children.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a purchase of service contract with Program for Aid to Victims of Sexual Assault (PAVSA) for Calendar Year 2015.

BACKGROUND:

PAVSA provides services that help people cope with the aftermath of sexual violence ranging from immediate crisis intervention to long-term counseling. The Public Health and Human Services Department (PHHS) proposes a purchase of service contract with measurable outcomes effective January 1, 2015 for professional counseling services for victims of sexual assault for the period January 1, 2015 through December 31, 2015, at the rate of \$50.13 per one-hour session for an annual amount not to exceed \$27,274.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a purchase of service contract between PHHS and PAVSA for professional counseling services for an annual amount not to exceed \$27,274, to be accounted for in Fund 230, Agency 232006, Object 608000.

**CY 2015 Purchase of Service Contract with the
Program for Aid to Victims of Sexual Assault**

BY COMMISSIONER _____

WHEREAS, Program for Aid to Victims of Sexual Assault (PAVSA) provides services that are considered critical to meeting the mission and core goals of the Public Health and Human Services Department (PHHS); and

WHEREAS, It is in the best interest of the county that PHHS enter into a contract to purchase professional counseling services from PAVSA;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a purchase of service contract with Program for Aid to Victims for Sexual Assault for professional counseling services for the period January 1, 2015 through December 31, 2015, at the rate of \$50.13 per one-hour session for an annual amount not to exceed \$27,274, to be accounted for in Fund 230, Agency 232006, Object 608000.

<u>Service</u>	<u>Rate</u>	<u>Annual maximum</u>	<u>Budget</u>
Assessment and Treatment	\$259.22 per person	\$44,585.66	230-232006-608000
Aftercare	\$253.33 per person	<u>\$22,292.34</u>	230-232006-608000
	Combined annual maximum	\$66,878.00	230-232006-608000
Child. & Fam. Drug Testing	\$35.00 per unit	\$10,000.00	230-232008-602000
Income Maint. Drug Testing	\$35.00 per unit	\$ 5,000.00	230-231014-629900

CY 2015 Purchase of Service Contract with Arrowhead Center, Inc.

BY COMMISSIONER _____

WHEREAS, Arrowhead Center, Inc. provides chemical dependency and substance abuse assessment, treatment, and aftercare services, as well as urinalysis collection and drug testing services; and

WHEREAS, The Public Health and Human Services Department wishes to renew its current purchase of service contract with the Arrowhead Center;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a purchase of service contract with Arrowhead Center, Inc. for the following services and rates for the period January 1, 2015 through December 31, 2015:

<u>Service</u>	<u>Rate</u>	<u>Annual maximum</u>	<u>Budget</u>
Assessment and Treatment	\$259.22 per person	\$44,585.66	230-232006-608000
Aftercare	\$253.33 per person	<u>\$22,292.34</u>	230-232006-608000
Combined annual maximum		\$66,878.00	230-232006-608000
Child. & Fam. Drug Testing	\$35.00 per unit	\$10,000.00	230-232008-602000
Income Maint. Drug Testing	\$35.00 per unit	\$ 5,000.00	230-231014-629900

RESOLVED FURTHER, While the Public Health and Human Services Department will do everything possible to stay within the contract maximums, these services are primarily court or legislatively mandated; if the full amount of either Drug Testing budget becomes exhausted before the end of the year, the department will make the necessary budget adjustments and inform the Board through Board Memo notification.

Bath salts	\$26.00 per unit
ETG	\$26.00 per unit

<u>Service</u>	<u>Annual maximum</u>	<u>Budget</u>
Children & Families Drug Testing	\$100,000.00	230-232008-602000
Income Maintenance Drug Testing	\$ 5,000.00	230-231014-629900

CY 2015 Purchase of Service Contract with Duluth Bethel Society

BY COMMISSIONER _____

WHEREAS, Clients of the St. Louis County Public Health and Human Services Department (PHHS) are at times required to submit to drug testing; and

WHEREAS, PHHS has contracted with Duluth Bethel Society for many years to provide required drug testing and wishes to renew its current purchase of service contract;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a purchase of service contract with Duluth Bethel Society for the period January 1, 2015 through December 31, 2015 for the following drug testing services and rates from the identified budgets:

Level 1 screening	\$11.00 per unit
Level 2 screening	\$16.00 per unit
Full screen	\$26.00 per unit
Synthetic drugs	\$26.00 per unit
Bath salts	\$26.00 per unit
ETG	\$26.00 per unit

<u>Service</u>	<u>Annual maximum</u>	<u>Budget</u>
Children & Families Drug Testing	\$100,000.00	230-232008-602000
Income Maintenance Drug Testing	\$ 5,000.00	230-231014-629900

RESOLVED FURTHER, While the Public Health and Human Services Department will do everything possible to stay within the contract maximums, these services are primarily court or legislatively mandated; if the full amount of either Drug Testing budget becomes exhausted before the end of the year, the department will make the necessary budget adjustments and inform the Board by Board Memo.

BOARD LETTER NO. 14 – 503

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 10

BOARD AGENDA NO.

DATE: December 16, 2014

RE: Contract for Medical
Consultation Services

FROM: Kevin Z. Gray
County Administrator

**Ann M. Busche, Director
Public Health & Human Services**

RELATED DEPARTMENT GOAL:

Adults and children will live a healthy life.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a contract with Dr. Elisabeth Bilden, Essentia Health, for medical consultation services.

BACKGROUND:

Minn. Stat. § 145A.04, Subd. 2a., addresses the issue of the appointment of a medical consultant and specifically states “The community health board shall appoint, employ, or contract with a medical consultant to ensure appropriate medical advice and direction for the community health board and assist the board and its staff in the coordination of community health services with local medical care and other health services.”

A medical consultant is defined as “a physician licensed to practice medicine in Minnesota who is working under a written agreement with, employed by, or on contract with a community health board to provide advice and information, to authorize medical procedures through protocols, and to assist a community health board and its staff in coordinating their activities with local medical practitioners and health care institutions.”

While the above statute specifically addresses a community health board (CHB) and while St Louis County is a member of the Carlton, Cook, Lake, and St Louis County CHB, each county also requires a contract with a medical consultant. Each county has its own unique and different protocols and medical procedures which require oversight and authorization by a medical consultant.

St. Louis County has received notice that its current medical consultant will be retiring and no longer able to provide medical consultation services. Dr. Elisabeth Bilden, an Essentia Health physician who has great interest in public health and human services issues, has agreed to serve as a medical consultant effective January 1, 2015.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract for medical consultation services with Dr. Elisabeth Bilden, Essentia Health, for the period of January 1, 2015 through December 31, 2016, at an annual rate of \$4,000, payable from Fund 230, Agency 23233001, Object 629900.

Contract for Medical Consultation Services

BY COMMISSIONER _____

WHEREAS, Minn. Stat. § 145A.04, Subd. 2a., addresses the issue of the appointment of a medical consultant and specifically states “The community health board shall appoint, employ, or contract with a medical consultant to ensure appropriate medical advice ...;” and

WHEREAS, A medical consultant must be a physician licensed to practice medicine in the State of Minnesota; and

WHEREAS, The medical consultant’s role is to provide advice and information and to authorize medical procedures through protocols; and

WHEREAS, Minn. Stat. § 145A.04 specifically addresses a community health board (CHB) and while St Louis County is a member of the Carlton, Lake, Cook and St Louis County CHB, each county also requires a contract with a medical consultant as each county has its own unique and different protocols and medical procedures which require oversight and authorization by this medical consultant; and

WHEREAS, The St Louis County Public Health and Human Services Department has been notified that its current medical consultant is retiring and no longer able to provide medical consultation services;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes a contract for medical consultation services with Dr. Elisabeth Bilden, Essentia Health, for the period of January 1, 2015 through December 31, 2016, at an annual rate of \$4,000, payable from Fund 230, Agency 23233001, Object 629900.

In an effort to keep the cost of haulage as low as possible, the county included a fuel adjustment clause. The benchmark fuel price was set on the day of bid opening, November 4, 2014, and compensation or reimbursement will be calculated each month according to a prescribed formula.

The bid prices are as follows:

	<u>Transfer Station</u>	<u>Cost Per Pull</u>	<u>Yearly Estimate</u>
<u>Mahkata Trucking</u> (Eveleth)	Aurora	\$127.73	\$17,499.01
	Brookston	\$254.52	\$57,012.48
	Cook	\$169.56	\$35,268.48
	Northwoods (Ely)	\$213.13	\$66,709.69
	Yearly Total	\$176,489.66	
	Contract Grand Total	\$352,979.32	

Maintenance Fee	Per Hour \$50.00
MNDOT trailer Inspections	Per Trailer \$55.00

RECOMMENDATION:

It is recommended that the St. Louis County Board approve a two-year haulage contract with Mahkahta Trucking, Eveleth, MN, beginning January 1, 2015, with two (2) optional one-year extensions, at an estimated contract cost of \$352,979.32, plus maintenance costs, trailer inspections, and fuel adjustment charges, payable from Fund 600, Agency 604001.

Transfer Trailer Haulage Contract

BY COMMISSIONER _____

WHEREAS, St. Louis County requires a contractor to haul loaded transfer trailers of mixed solid waste from four of its five transfer stations to the Regional Landfill for disposal; and

WHEREAS, The haulage service was competitively bid October 21, 2014, with one bid received;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute a two-year haulage contract with Mahkahta Trucking, Eveleth, MN, beginning January 1, 2015, with two (2) optional one-year extensions, at an estimated cost of \$352,979.32, plus maintenance costs, trailer inspections, and fuel adjustment charges, payable from Fund 600, Agency 604001.

Results of the Request for Quotes are as follows:

- Group I: Balkan Township, Comstock Lake, Dewey Lake, French Township,
Great Scott North, Great Scott South, Lavell, Makinen, Sturgeon Township
Norland Sanitary Service (Canyon): \$24.25/dump for estimated \$43,334.75/year
A-1 Disposal (Saginaw): \$24.37/dump for estimated \$43,549.19/year
- Group II: County 77, Soudan, Embarrass Township
Norland Sanitary Service (Canyon): \$26.00/dump for estimated \$20,436.00/year
G-Men Co. (Ely): \$29.50/dump for estimated \$23,187.00/year
- Group III: Cotton Township, Meadowlands, Cedar Valley Township
Norland Sanitary Service (Canyon): \$23.50/dump for estimated \$15,604.00/year
A-1 Disposal (Saginaw): \$24.37/dump for estimated \$16,181.68/year
- Group IV: Ash River Trail, Kabetogama, Orr, Portage
Udovich Garbage Service (Gheen): \$30.00/dump for estimated \$8,430.00/year
- Group V: Northwoods Transfer Station
G-Men Company (Ely): \$15.00/dump for estimated \$300.00/year

RECOMMENDATION:

It is recommended that the St. Louis County Board approve a one-year agreement, with the possibility of two (2) additional one (1) year extensions upon mutual agreement, for an estimated annual cost of \$88,104.75 with the following contractors payable from Fund 600 Agency 603001:

Group I, II, and III: Norland Sanitary Service (Canyon):	\$79,374.75/year
Group IV: Udovich Gargage Service (Gheen):	\$ 8,430.00/year
Group V: G-Men Company (Ely):	\$ 300.00/year

Canister Site Solid Waste Haulage Agreements

BY COMMISSIONER _____

WHEREAS, St. Louis County contracts with private firms to haul mixed solid waste from its canister sites and transport the waste to designated transfer stations or the landfill for disposal; and

WHEREAS, The Purchasing Division issued a Request for Quote that closed on December 1, 2014 and recommends award to the lowest quote by Group;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute one-year agreements, with the possibility of two (2) additional one (1) year extensions upon mutual agreement, for an estimated annual cost of \$88,104.75, payable from Fund 600 Agency 603001:

Group I, II, and III: Norland Sanitary Service (Canyon):	\$79,374.75/year
Group IV: Udovich Gargage Service (Gheen):	\$ 8,430.00/year
Group V: G-Men Company (Ely):	\$ 300.00/year

BOARD LETTER NO. 14 - 506

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 13

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Update the St. Louis County
Comprehensive Water
Management Plan

FROM: Kevin Z. Gray
County Administrator

Barbara Hayden, Director
Planning & Community Development

RELATED DEPARTMENT GOAL:

To administer county ordinances and state regulations pertaining to land use in the most effective and efficient manner. To secure and administer federal, state and other funding which implement county policies and maximize local resources.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize the Planning & Community Development Department to initiate the process to amend the St. Louis County Comprehensive Water Management Plan.

BACKGROUND INFORMATION:

The Minnesota Legislature passed the Comprehensive Local Water Management Act, Minn. Stat. §103B.301 to 103B.355, in 1985. The purpose of the program is to protect water resources through the adoption and implementation of local water management plans that are based upon local priorities. The program is voluntary, but grants are awarded through the Natural Resources Block Grant program, and various state and federal grants require that a county have an adopted local water management plan to be eligible for funding.

The County Board originally adopted a Comprehensive Water Management Plan on May 19, 1992. The plan was last updated on September 14, 2010. The Minnesota Board of Soil and Water Resources (BWSR) requires the plan to be updated again by August 26, 2015.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the Planning & Community Development Department to initiate an update to the Comprehensive Water Management Plan consistent with the BWSR requirements.

Update the St. Louis County Comprehensive Water Management Plan

BY COMMISSIONER: _____

WHEREAS, Minn. Stat. Chapter 103B.301, Comprehensive Local Water Management Act, authorizes Minnesota counties to develop and implement a local water management plan, and

WHEREAS, The Act requires that counties update and revise ~~its~~ local water management plans on a periodic basis, and

WHEREAS, St. Louis County has a Comprehensive Water Management Plan that was adopted September 14, 2010; and

WHEREAS, The Board of Water and Soil Resources requires the local water management plan to be amended prior to August 26, 2015;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the Planning and Community Development Department to initiate updates to the current local water management plan consistent with requirements set forth by the Minnesota Board of Water and Soil Resources.

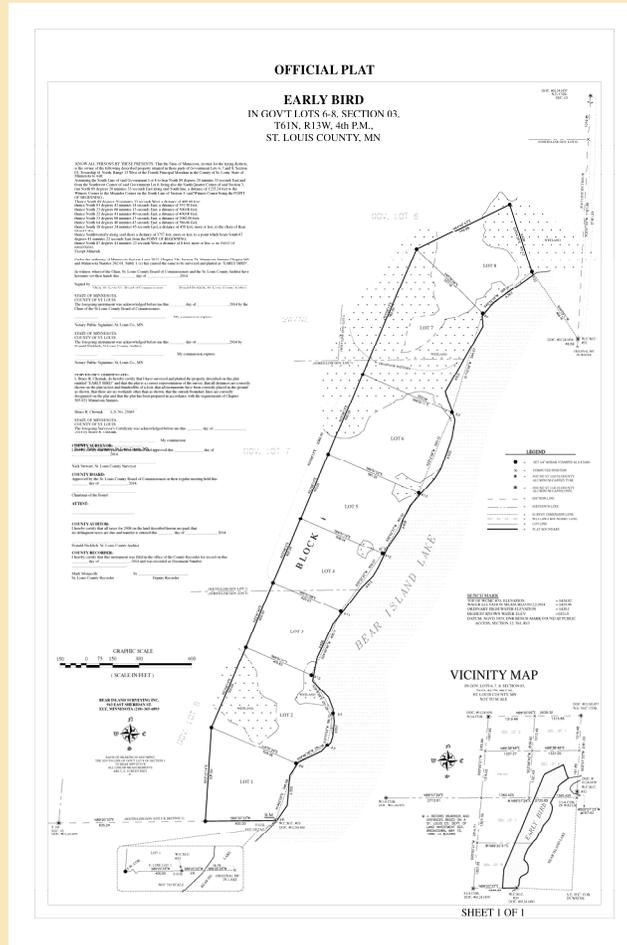
Final Plat Approval – Early Bird (Unorganized Township 61-13)

BY COMMISSIONER _____

WHEREAS, Minnesota Session Laws, 2012, Chapter 236, Section 28, authorizes St. Louis County to sell tax forfeited shoreland parcels to current leaseholders, and directs that the parcels be surveyed and appraised prior to sale; and

WHEREAS, The final print of Early Bird plat has been submitted and conforms with the requirements of the St. Louis County Surveyor;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board grants final approval to the plat of Early Bird, located in Section 3, Township 61 North, Range 13 West (Unorganized).

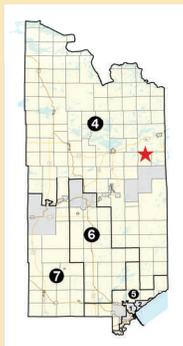


4th Commissioner District

State Tax Forfeited

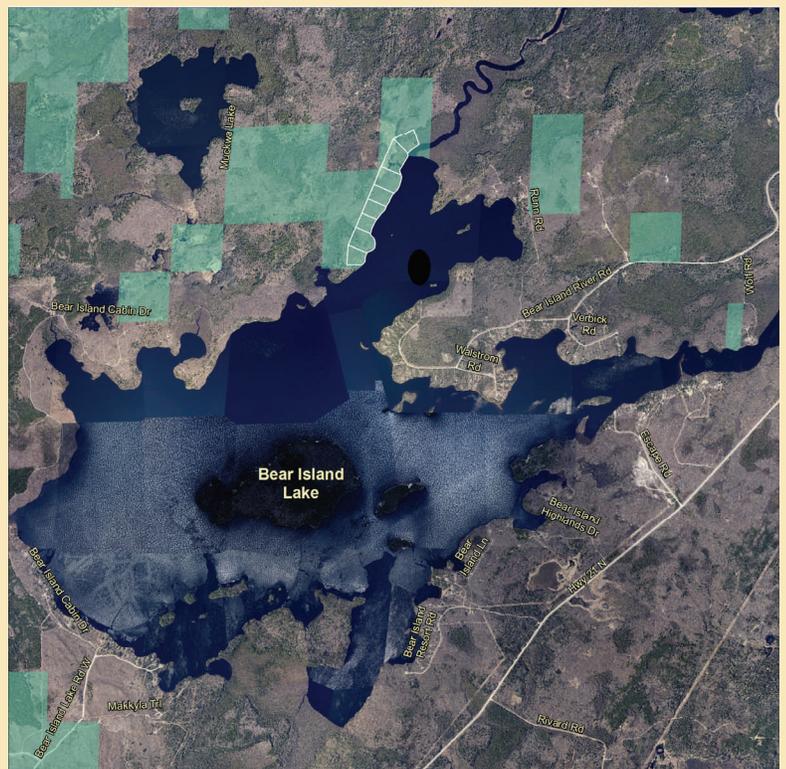
Project location

**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 and Minerals
Department**



OFFICIAL PLAT

EARLY BIRD IN GOV'T LOTS 6-8, SECTION 03, T61N, R13W, 4th P.M., ST. LOUIS COUNTY, MN

KNOW ALL PERSONS BY THESE PRESENTS: That the State of Minnesota, in trust for the taxing districts, is the owner of the following described property situated in those parts of Government Lots 6, 7 and 8, Section 03, Township 61 North, Range 13 West of the Fourth Principal Meridian in the County of St. Louis, State of Minnesota to wit:

Assuming the South Line of said Government Lot 8 to bear North 89 degrees 20 minutes 33 seconds East and from the Southwest Corner of said Government Lot 8, being also the South Quarter Corner of said Section 3, run North 89 degrees 20 minutes 33 seconds East along said South line, a distance of 1235.24 feet to the Witness Corner to the Meander Corner on the South Line of Section 3, said Witness Corner being the POINT OF BEGINNING; thence South 89 degrees 20 minutes 33 seconds West, a distance of 400.00 feet; thence North 03 degrees 42 minutes 14 seconds East, a distance of 537.50 feet; thence North 23 degrees 08 minutes 13 seconds East, a distance of 500.00 feet; thence North 23 degrees 41 minutes 40 seconds East, a distance of 400.00 feet; thence North 23 degrees 08 minutes 13 seconds East, a distance of 282.00 feet; thence North 64 degrees 40 minutes 43 seconds East, a distance of 586.86 feet; thence South 18 degrees 24 minutes 25 seconds East, a distance of 423 feet, more or less, to the shore of Bear Island Lake; thence Southwesterly along said shore a distance of 3757 feet, more or less, to a point which bears North 89 degrees 20 minutes 33 seconds East from the POINT OF BEGINNING; thence South 89 degrees 20 minutes 33 seconds West, a distance of 8 feet, more or less, to the POINT OF BEGINNING.

Together with and subject to easements and servitudes of use or record, if any.
Except minerals.

Under the authority of Minnesota Session Laws 2012, Chapter 236, Section 28, Minnesota Statutes Chapter 505 and Minnesota Statutes 282.01, Subd. 1 (c) has caused the same to be surveyed and platted as: "EARLY BIRD".

In witness whereof the Chair, St. Louis County Board of Commissioners and the St. Louis County Auditor have hereunto set their hands this _____ day of _____, 2014.

Signed by _____
Chair, St. Louis Co. Board of Commissioners Donald Dicklich, St. Louis County Auditor

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by the Chair of the St. Louis County Board of Commissioners.

Notary Public Signature, St. Louis Co., MN _____ My commission expires: _____

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
The foregoing instrument was acknowledged before me this _____ day of _____, 2014 by Donald Dicklich, St. Louis County Auditor.

Notary Public Signature, St. Louis Co., MN _____ My commission expires: _____

SURVEYOR'S CERTIFICATE:
I, Bruce R. Chernak, do hereby certify that I have surveyed and platted the property described on this plat entitled "EARLY BIRD" and that the plat is a correct representation of the survey, that all distances are correctly shown on the plat in feet and hundredths of a foot, that all monuments have been correctly placed in the ground as shown, that there are no wetlands other than as shown, that the outside boundary lines are correctly designated on the plat and that the plat has been prepared in accordance with the requirements of Chapter 505.021 Minnesota Statutes.

Bruce R. Chernak L.S. No. 23683

STATE OF MINNESOTA
COUNTY OF ST. LOUIS
The foregoing Surveyor's Certificate was acknowledged before me this _____ day of _____, 2014 by Bruce R. Chernak.

Notary Public Signature, St. Louis County, MN _____ My commission expires: _____

COUNTY SURVEYOR:
I hereby certify that this plat has been checked and approved this _____ day of _____, 2014.

Nick Stewart, St. Louis County Surveyor

COUNTY BOARD:
Approved by the St. Louis County Board of Commissioners at their regular meeting held this _____ day of _____, 2014.

Chairman of the Board _____

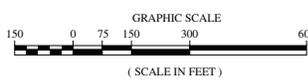
ATTEST:

COUNTY AUDITOR:
I hereby certify that all taxes for 2014 on the land described herein are paid, that no delinquent taxes are due and transfer is entered this _____ day of _____, 2014.

Donald Dicklich, St. Louis County Auditor

COUNTY RECORDER:
I hereby certify that this instrument was filed in the office of the County Recorder for record on this _____ day of _____, 2014 and was recorded as Document Number _____

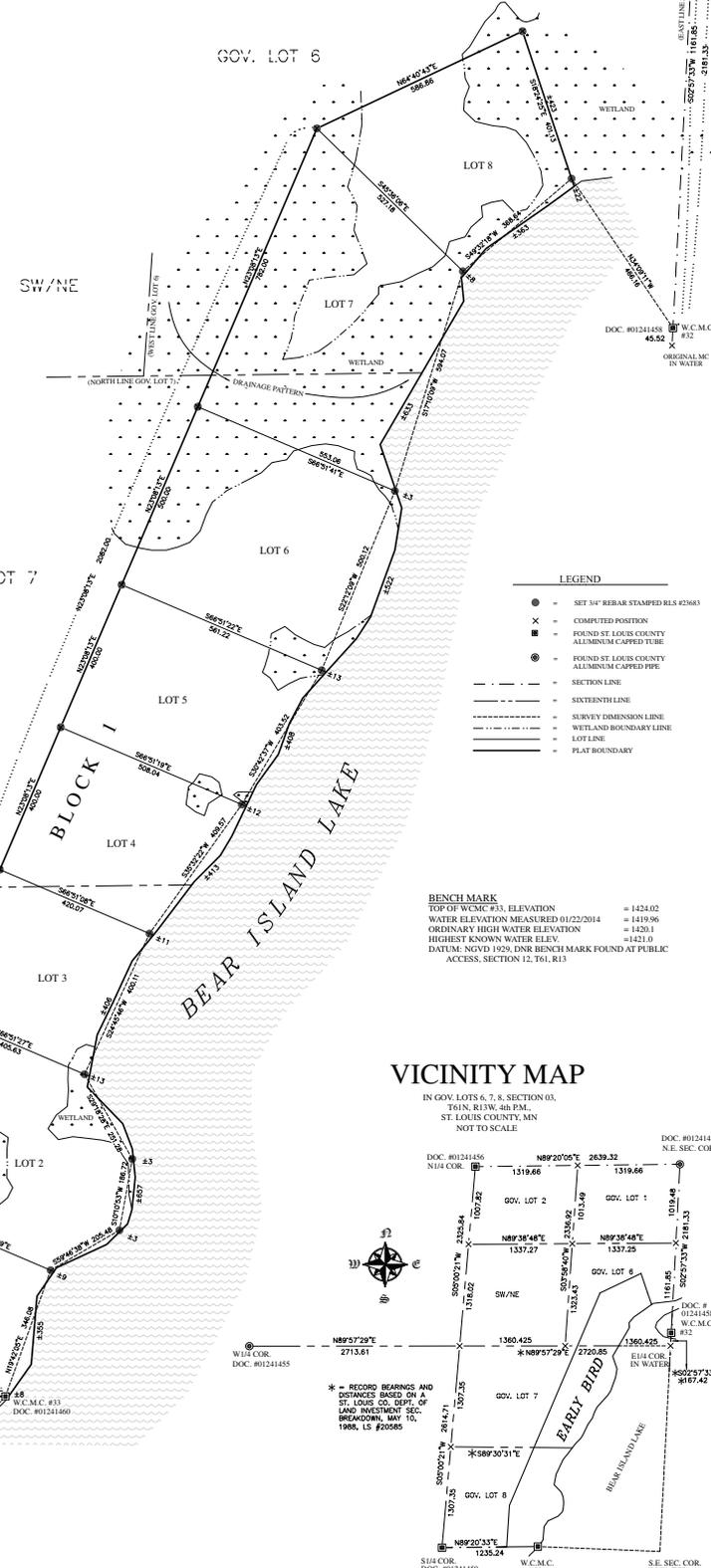
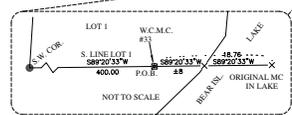
Mark Monacelli, St. Louis County Recorder _____ Deputy Recorder



BEAR ISLAND SURVEYING INC.
943 EAST SHERIDAN ST.
ELY, MINNESOTA (218) 365-6893



8 1/4
SEC. 03
DOC. #01241459



LEGEND

- = SET 3/4" REBAR STAMPED RLS #23683
- × = COMPUTED POSITION
- = FOUND ST. LOUIS COUNTY ALUMINUM CAPPED PIPE
- ⊙ = FOUND ST. LOUIS COUNTY ALUMINUM CAPPED PIPE
- = SECTION LINE
- - - - = SIXTEENTH LINE
- - - - = SURVEY DIMENSION LINE
- - - - = WETLAND BOUNDARY LINE
- = LOT LINE
- - - - = PLAT BOUNDARY

BENCHMARK
TOP OF W.C.M.C. #33, ELEVATION = 1424.02
WATER ELEVATION MEASURED 01/22/2014 = 1419.96
GREENWARY HIGH WATER ELEVATION = 1420.1
HIGHEST KNOWN WATER ELEV. = 1421.0
DATUM: NGVD 1929, DNR BENCH MARK FOUND AT PUBLIC ACCESS, SECTION 12, T61, R13

VICINITY MAP

IN GOV. LOTS 6, 7, 8, SECTION 03,
T61N, R13W, 4th P.M.,
ST. LOUIS COUNTY, MN
NOT TO SCALE



BOARD LETTER NO. 14 - 508

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 15

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Final Plat Approval –
Floodwood Lake South
(Cedar Valley Township)

FROM: Kevin Z. Gray
County Administrator

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor-Treasurer

RELATED DEPARTMENTAL GOAL:

Financial return to the County and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to grant final approval to the plat of Floodwood Lake South (Cedar Valley Township).

BACKGROUND:

Since the 1950s St. Louis County has administered a shoreland leasing program on state tax forfeited lands. County Board Resolution No. 11-559, dated November 1, 2011, authorized and directed the Land Commissioner to pursue special legislation for approval to sell these riparian lands. The subsequent legislation, Minnesota Session Laws, 2012, Chapter 236, Section 28, authorizes St. Louis County to sell tax forfeited shoreland parcels currently under lease, and directs that the parcels be surveyed, appraised and offered for sale to the current lease holder. Where suitable, the parcels are being created by subdivision plat.

The preliminary plat of Floodwood Lake South is located in Section 18, Township 54 North, Range 21 West (Cedar Valley Township). The plat consists of 16 occupied lots, 1 vacant lot, and 1 outlot. The lots range from 0.90 acres to 3.57 acres with most of the lots falling between 1.0 and 1.5 acres. The total area being platted is approximately 29.4 acres. The surveyor has submitted the final print which complies with the requirements of the county surveyor.

RECOMMENDATION:

It is recommended that the St. Louis County Board grant final approval to the plat of Floodwood Lake South.

Final Plat Approval – Floodwood Lake South (Cedar Valley Township)

BY COMMISSIONER: _____

WHEREAS, Minnesota Session Laws, 2012, Chapter 236, Section 28, authorizes St. Louis County to sell tax forfeited shoreland parcels to current leaseholders, and directs that the parcels be surveyed and appraised prior to sale; and

WHEREAS, The final print of Floodwood Lake South plat has been submitted and conforms with the requirements of the St. Louis County Surveyor;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board grants final approval to the plat of Floodwood Lake South, located in Section 18, Township 54 North, Range 21 West (Cedar Valley Township).

FLOODWOOD LAKE SOUTH

PRELIMINARY PLAT

- LEGEND**
- ⊕ = SEWER CLEAN OUT
 - ⊕ = ELECTRIC POWER POLE
 - ⊕ = TELEPHONE BOX
 - ⊕ = ELECTRIC BOX
 - ⊕ = ELECTRIC METER
 - ⊕ = GAS METER
 - ▭ = GRAVEL SURFACE
 - ⊕ = FOUND IRON MONUMENT
 - ⊕ = WELL

PROPERTY DESCRIPTION

That part of Government Lot 7, Government Lot 8, Government Lot 9 and the Southwest Quarter of the Southeast Quarter all in Section 18, Township 54 North, Range 21 West, St. Louis County, Minnesota, described as follows:

Commencing at the East Quarter corner of said Section 18; thence South 89 degrees 44 minutes 06 seconds West, assumed bearing, along the north line of said Government Lot 9, a distance of 730.65 feet to the point of beginning, thence South 31 degrees 28 minutes 03 seconds West 232.28 feet; thence South 55 degrees 43 minutes 15 seconds West 224.45 feet; thence South 55 degrees 58 minutes 03 seconds West 200.25 feet; thence South 57 degrees 24 minutes 59 seconds West 199.89 feet; thence South 55 degrees 27 minutes 25 seconds West 62.35 feet; thence South 57 degrees 24 minutes 31 seconds West 139.89 feet; thence South 57 degrees 18 minutes 13 seconds West 200.01 feet; thence South 57 degrees 30 minutes 34 seconds West 203.56 feet; thence South 47 degrees 25 minutes 38 seconds West 194.22 feet; thence South 47 degrees 36 minutes 02 seconds West 210.80 feet; thence South 65 degrees 56 minutes 44 seconds West 203.62 feet; thence South 60 degrees 31 minutes 10 seconds West 220.59 feet; thence South 60 degrees 01 minutes 34 seconds West 14.42 feet; thence South 56 degrees 45 minutes 03 seconds West 362.44 feet; thence South 58 degrees 50 minutes 19 seconds West 209.21 feet; thence South 56 degrees 44 minutes 16 seconds West 199.84 feet; thence South 56 degrees 42 minutes 59 seconds West 203.17 feet; thence South 54 degrees 52 minutes 50 seconds West 203.09 feet; thence South 56 degrees 53 minutes 34 seconds West 176.24 feet; thence South 84 degrees 54 minutes 55 seconds West 241.15 feet; thence North 75 degrees 05 minutes 24 seconds West 228.80 feet to the east line of Lot 12, Block 1, FLOODWOOD RESERVE, a duly recorded plat, St. Louis County, Minnesota, thence North 01 degree 11 minutes 13 seconds East, along said east line, 546 feet, more or less, to the shoreline of Floodwood Lake; thence northeasterly, along the shoreline of Floodwood Lake, to the intersection of said shoreline with the north line of said Government Lot 9; thence North 89 degrees 44 minutes 06 seconds East, along said north line, 454 feet, more or less, to the point of beginning.

ACREAGE

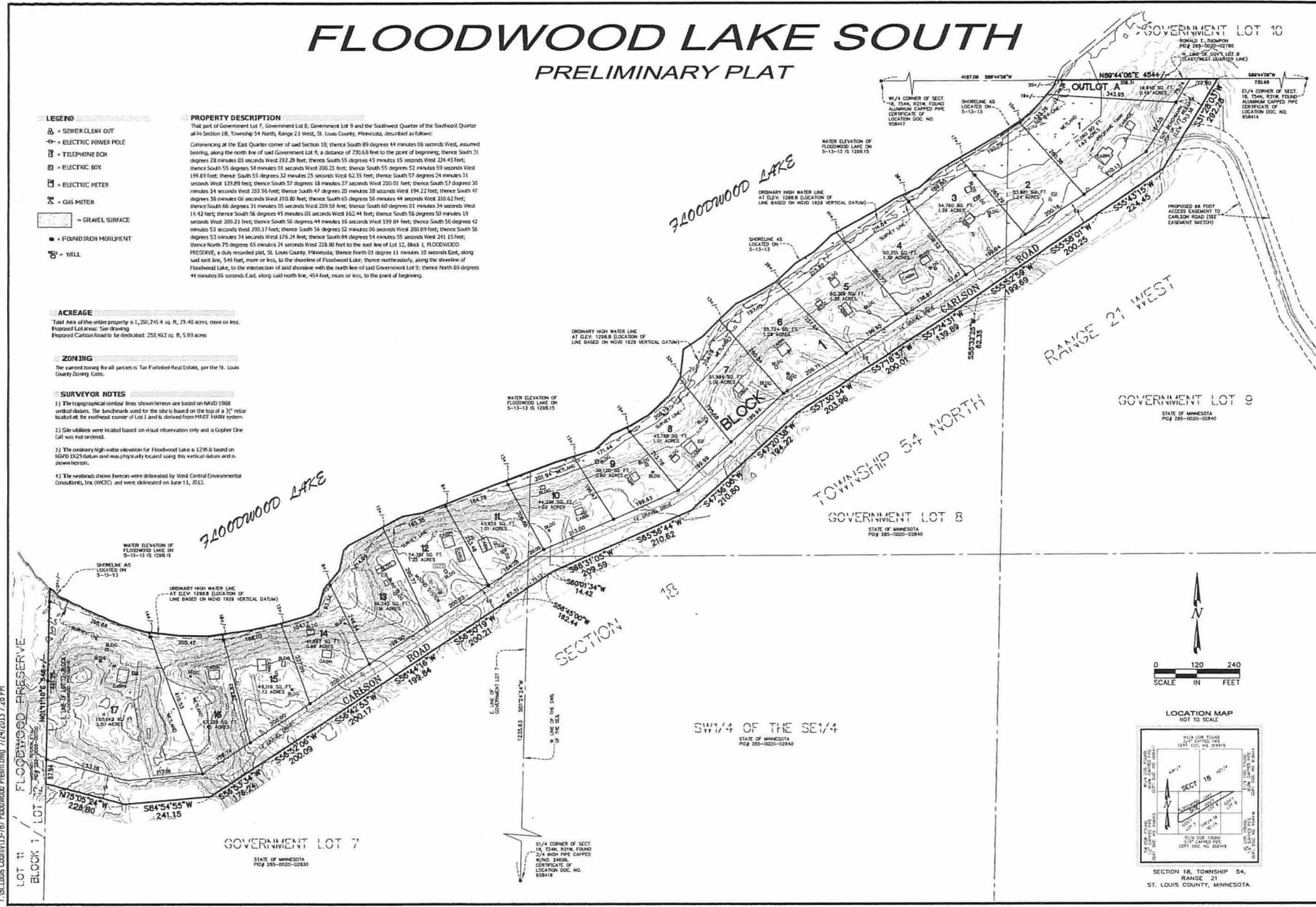
Total area of the entire property 41,250.745 4 sq. ft., 23.40 acres, more or less.
Proposed Plat area: See drawing
Proposed Carlson Road to be dedicated: 258,462 sq. ft., 5.93 acres

ZONING

The current zoning for all parcels is: Tax Pooled Residential Estate, per the St. Louis County Zoning Code.

SURVEYOR NOTES

- The topographic contour lines shown herein are based on NAVD 1988 vertical datum. The benchmark used for the site is based on the top of a 1/2" rebar located at the southeast corner of Lot 1 and is derived from PR02T 1149V system.
- Site utilities were located based on visual observation only and a Gopher One Call was not required.
- The ordinary high water elevation for Floodwood Lake is 1238.62 based on IGPD 1925 datum and was physically located using this vertical datum and is shown herein.
- The wetland shown herein were delineated by West Central Environmental Consultants, Inc. (WCEC) and were delineated on June 15, 2015.



PROFESSIONAL INFORMATION

ENGINEERING
LAND SURVEYING
ECONOMIC
DEVELOPMENT

30 ENGINEERING, INC.
602 Carlton Ave.
Duluth, MN 55802
Phone: 218-222-6142
www.30eng.com

REVISION DESCRIPTION

DATE	REVISION DESCRIPTION

PREPARED BY: J. J. JOHNSON
CHECKED BY: J. J. JOHNSON
DATE: MAY 27, 2015

SHORELAND TRACT A - FLOODWOOD LAKE
COUNTY OF ST. LOUIS
235 WEST 74TH STREET, SUITE 607, DZC
DULUTH, MN 55802

DRAWN BY: JLS
ESTIMATED BY: JLS
APPROVED BY: JLS
DATE: 03/27/15

SECTION 18, TOWNSHIP 54,
RANGE 21
ST. LOUIS COUNTY, MINNESOTA.

1 OF 1

T:\St.Louis County\13-167 Floodwood Prelim.dwg 7/24/2015 7:28 PM

BOARD LETTER NO. 14 - 509

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 16

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Access Easement across State
Tax Forfeited Land for the plat
of Floodwood Lake South
(Cedar Valley Township)

FROM: Kevin Z. Gray
County Administrator

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor-Treasurer

RELATED DEPARTMENTAL GOAL:

Performing public services.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an access easement across state tax forfeited land for the plat of Floodwood Lake South (Cedar Valley Township).

BACKGROUND:

The subdivision plat of Floodwood Lake South, located in Section 18, Township 54N, Range 21W (Cedar Valley Township), is being created pursuant to Minnesota Session Laws, 2012, Chapter 236, Section 28, which authorizes St. Louis County to sell tax forfeited shoreland parcels currently under lease, and directs that the parcels be surveyed, appraised and offered for sale to the current leaseholders.

The plat is accessed via Township Road 5184, Carlson Road, which terminates at the south line of Government Lot 2, Section 17, Township 54N, Range 21W. The plat is separated from Carlson Road by approximately 3,800 lineal feet of existing forest access road across state tax forfeited land. This 66 foot wide access easement, if granted, will provide permanent, legal access to lots in the plat of Floodwood Lake South.

RECOMMENDATION:

It is recommended that the St. Louis County Board grant an access easement across state tax forfeited land to the plat of Floodwood Lake South (Cedar Valley Township) for the benefit of the State of Minnesota in Trust for the Taxing Districts and for the public.

**Access Easement across State Tax Forfeited Land for the plat of
Floodwood Lake South (Cedar Valley Township)**

BY COMMISSIONER: _____

WHEREAS, Buyers of lots in the plat of Floodwood Lake South must cross state tax forfeited land to access a public road; and

WHEREAS, There are no reasonable alternatives to obtain access to the property; and

WHEREAS, Exercising the easement will not cause significant adverse environmental or natural resource management impacts and will not conflict with public use of the land; and

WHEREAS, Minn. Stat. § 507.47 and § 282.04, Subd. 4 authorizes the County Auditor to grant easements across state tax forfeited land for such purposes;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the County Auditor to grant an easement across state tax forfeited lands for access to the plat of Floodwood Lake South (Cedar Valley Township) for the benefit of the State of Minnesota in Trust for the Taxing Districts and for the public, described in County Board File _____.

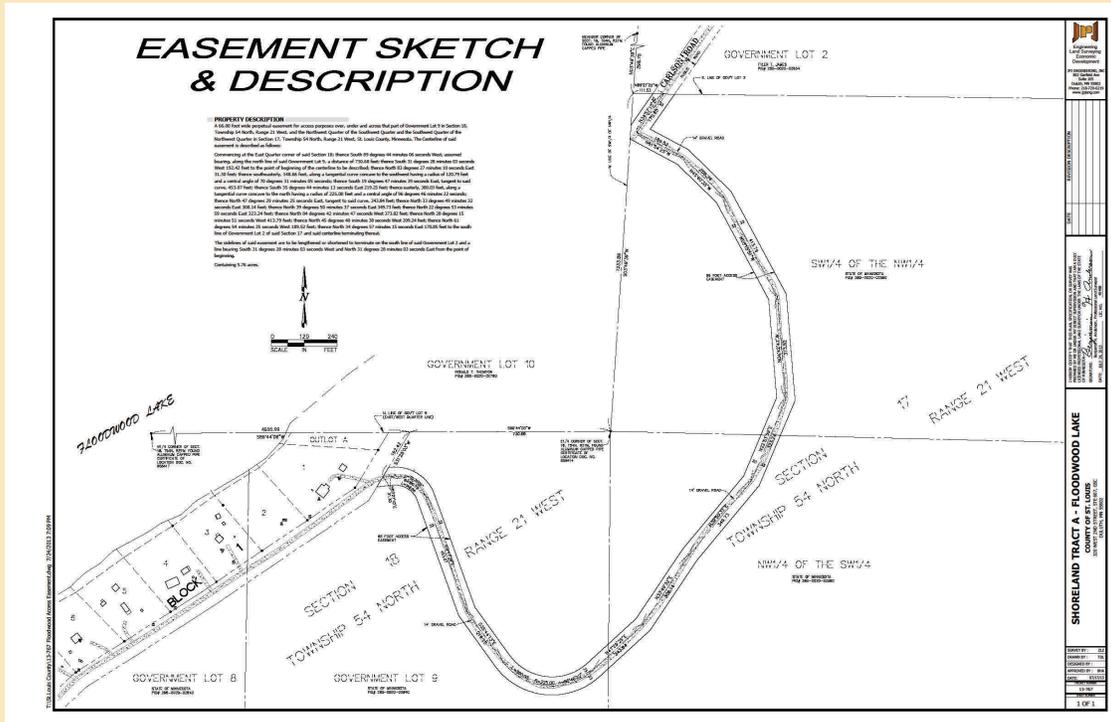
Access Easement for the plat of Floodwood Lake South (Cedar Valley Township)

A 66.00 foot wide easement located in that part of Government Lot 9 in Section 18, Township 54 North, Range 21 West, and the Northwest Quarter of the Southwest Quarter and the Southwest Quarter of the Northwest Quarter in Section 17, Township 54 North, Range 21 West, St. Louis County, Minnesota. The Centerline of said easement is described as follows:

Commencing at the East Quarter corner of said Section 18; thence South 89 degrees 44 minutes 06 seconds West, assumed bearing, along the north line of said Government Lot 9, a distance of 730.68 feet; thence South 31 degrees 28 minutes 03 seconds West 192.42 feet to the point of beginning of the centerline to be described; thence North 83 degrees 27 minutes 10 seconds East 31.30 feet; thence southeasterly, 148.66 feet, along a tangential curve concave to the southwest having a radius of 120.79 feet and a central angle of 70 degrees 31 minutes 05 seconds; thence South 19 degrees 47 minutes 39 seconds East, tangent to said curve, 453.07 feet; thence South 35 degrees 44 minutes 13 seconds East 219.25 feet; thence easterly, 380.03 feet, along a tangential curve concave to the north having a radius of 225.00 feet and a central angle of 96 degrees 46 minutes 22 seconds; thence North 47 degrees 29 minutes 25 seconds East, tangent to said curve, 243.84 feet; thence North 33 degrees 49 minutes 32 seconds East 308.14 feet; thence North 39 degrees 50 minutes 37 seconds East 349.73 feet; thence North 22 degrees 53 minutes 59 seconds East 323.24 feet; thence North 04 degrees 42 minutes 47 seconds West 373.82 feet; thence North 28 degrees 15 minutes 51 seconds West 413.79 feet; thence North 45 degrees 40 minutes 38 seconds West 209.24 feet; thence North 61 degrees 54 minutes 25 seconds West 189.52 feet; thence North 34 degrees 57 minutes 15 seconds East 170.85 feet to the south line of Government Lot 2 of said Section 17 and said centerline terminating thereat.

The sidelines of said easement are to be lengthened or shortened to terminate on the south line of said Government Lot 2 and a line bearing South 31 degrees 28 minutes 03 seconds West and North 31 degrees 28 minutes 03 seconds East from the point of beginning.

Containing 5.76 acres, more or less.



The SW 1/4 of the NW 1/4 and the NW 1/4 of the SW 1/4, Section 17, Township 54N, Range 21W, and Govt Lot 9, Section 18, Township 54N, Range 21W

Affects Parcel Codes 285-0020-02590 and 285-0020-02840

7th Commissioner District

- State Tax Forfeited
- Easement
- Project location

**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 and Minerals
Department**



BOARD LETTER NO. 14 - 510

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 17

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Final Plat Approval –
Linwood (Unorganized
Township 56-14)

FROM: Kevin Z. Gray
County Administrator

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor-Treasurer

RELATED DEPARTMENTAL GOAL:

Financial return to the County and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to grant final approval to the plat of Linwood (Unorganized Township 56-14).

BACKGROUND:

Since the 1950s St. Louis County has administered a shoreland leasing program on state tax forfeited lands. County Board Resolution No. 11-559, dated November 1, 2011, authorized and directed the Land Commissioner to pursue special legislation for approval to sell these riparian lands. The subsequent legislation, Minnesota Session Laws, 2012, Chapter 236, Section 28, authorizes St. Louis County to sell tax forfeited shoreland parcels currently under lease, and directs that the parcels be surveyed, appraised and offered for sale to the current lease holder. Where suitable, the parcels are being created by subdivision plat.

The preliminary plat of Linwood is located in Sections 21 and 28, Township 56 North, Range 14 West (Unorganized). The plat consists of 25 occupied lots, 3 vacant lots, and 2 outlots. The lots range from 0.5 acres to 1.2 acres, with an average size of .94 acres. The total area being platted is approximately 29.5 acres.

The surveyor has submitted the final print which complies with the requirements of the county surveyor.

RECOMMENDATION:

It is recommended that the St. Louis County Board grant final approval to the plat of Linwood (Unorganized Township 56-14).

Final Plat Approval – Linwood (Unorganized Township 56-14)

BY COMMISSIONER: _____

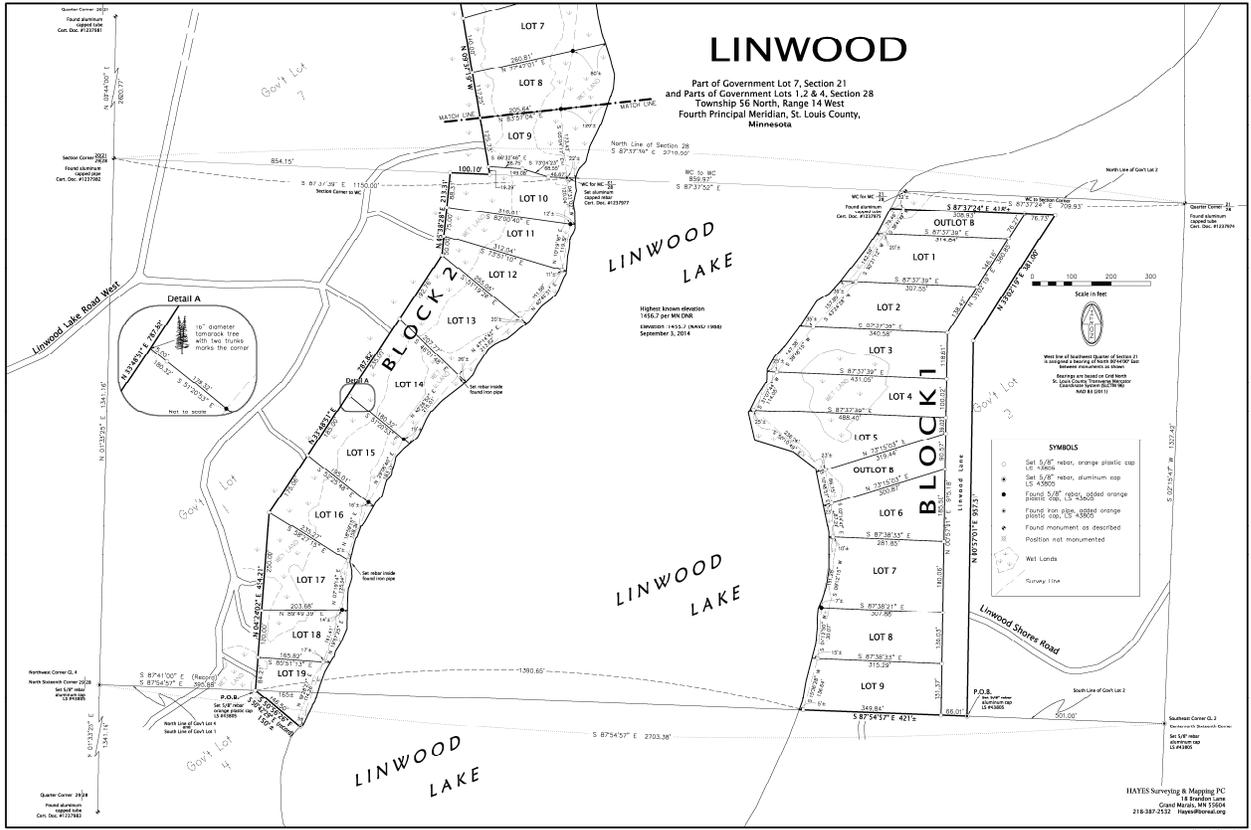
WHEREAS, Minnesota Session Laws, 2012, Chapter 236, Section 28, authorizes St. Louis County to sell tax forfeited shoreland parcels to current leaseholders, and directs that the parcels be surveyed and appraised prior to sale; and

WHEREAS, The final print of Linwood plat has been submitted and conforms with the requirements of the St. Louis County Surveyor;

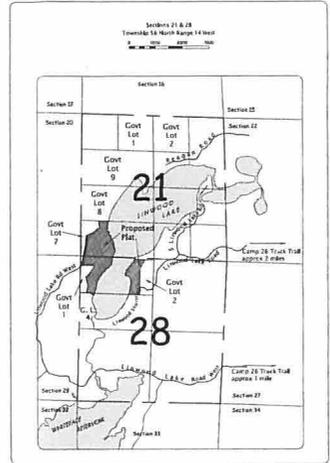
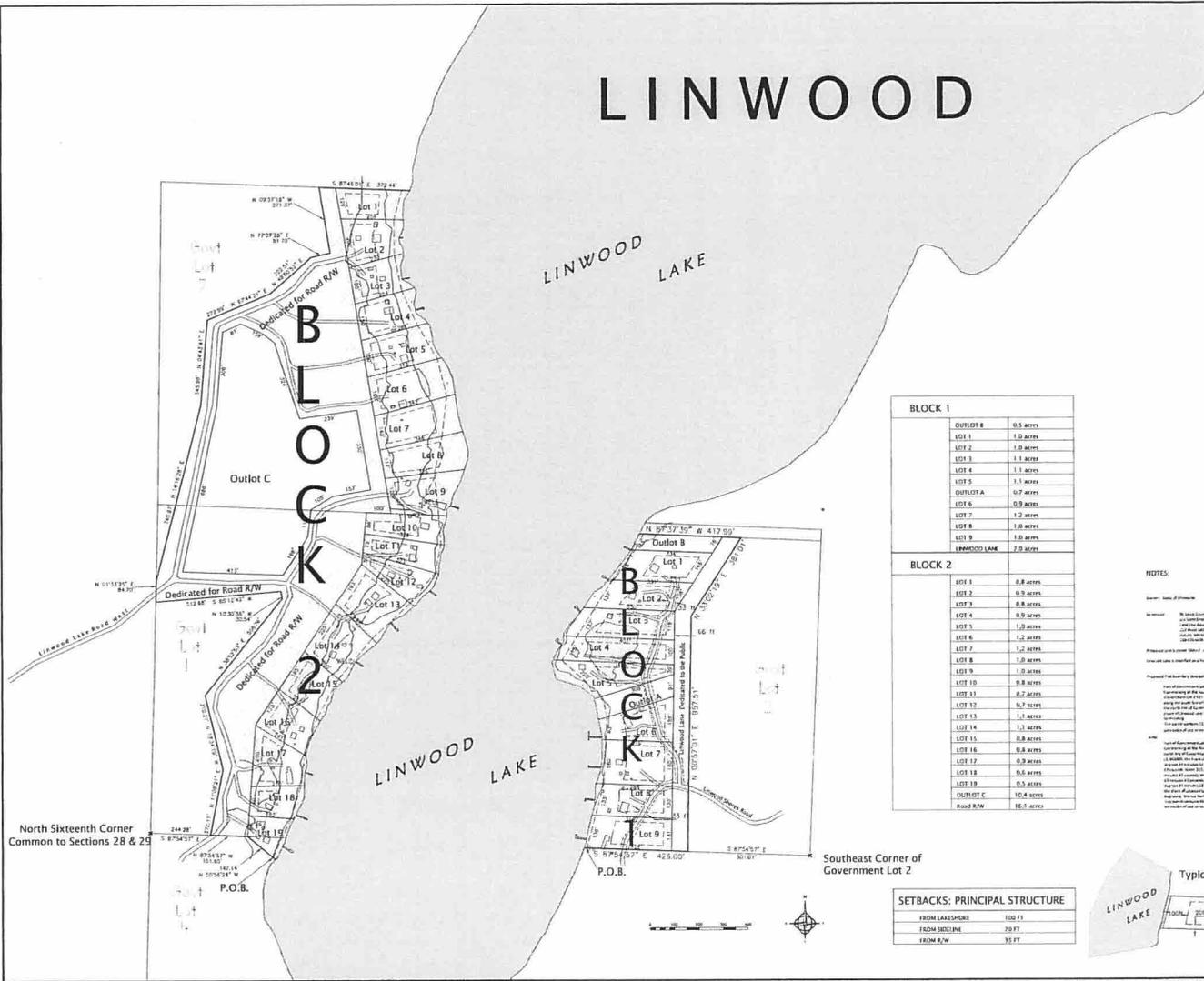
THEREFORE, BE IT RESOLVED, That the St. Louis County Board grants final approval to the plat of Linwood, located in Sections 21 and 28, Township 56 North, Range 14 West (Unorganized Township 56-14).

LINWOOD

Part of Government Lot 7, Section 21
and Parts of Government Lots 1, 2 & 4, Section 28
Township 56 North, Range 14 West
Fourth Principal Meridian, St. Louis County,
Minnesota



LINWOOD



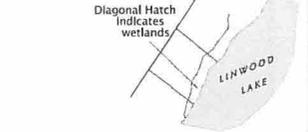
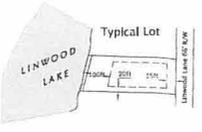
BLOCK 1	
OUTLOT B	0.5 acres
LOT 1	1.0 acres
LOT 2	1.0 acres
LOT 3	1.1 acres
LOT 4	1.1 acres
LOT 5	1.1 acres
OUTLOT A	0.7 acres
LOT 6	0.9 acres
LOT 7	1.2 acres
LOT 8	1.0 acres
LOT 9	1.0 acres
LOT 10	2.0 acres
LOT 11	0.8 acres
LOT 12	0.7 acres
LOT 13	1.2 acres
LOT 14	1.3 acres
LOT 15	0.8 acres
LOT 16	0.8 acres
LOT 17	0.9 acres
LOT 18	0.6 acres
LOT 19	0.5 acres
OUTLOT C	10.4 acres
Road R/W	18.1 acres

BLOCK 2	
LOT 1	0.8 acres
LOT 2	0.9 acres
LOT 3	0.9 acres
LOT 4	0.9 acres
LOT 5	1.2 acres
LOT 6	1.2 acres
LOT 7	1.2 acres
LOT 8	1.0 acres
LOT 9	1.0 acres
LOT 10	0.8 acres
LOT 11	0.7 acres
LOT 12	0.7 acres
LOT 13	1.2 acres
LOT 14	1.3 acres
LOT 15	0.8 acres
LOT 16	0.8 acres
LOT 17	0.9 acres
LOT 18	0.6 acres
LOT 19	0.5 acres
OUTLOT C	10.4 acres
Road R/W	18.1 acres

NOTES:

Owner: [Name]
 Surveyor: [Name]
 Proposed: [Name]
 [Additional notes regarding easements, setbacks, and survey details.]

SETBACKS: PRINCIPAL STRUCTURE	
FROM LAKEFRONT	100 FT.
FROM SIDELINE	75 FT.
FROM R/W	35 FT.



BOARD LETTER NO. 14 - 511

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 18

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Final Plat Approval –
Little Birch Lake
(Unorganized Township 61-14)

FROM: Kevin Z. Gray
County Administrator

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor-Treasurer

RELATED DEPARTMENTAL GOAL:

Financial return to the County and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to grant final approval to the plat of Little Birch Lake.

BACKGROUND:

Since the 1950s St. Louis County has administered a shoreland leasing program on state tax forfeited lands. County Board Resolution No. 11-559, dated November 1, 2011, authorized and directed the Land Commissioner to pursue special legislation for approval to sell these riparian lands. The subsequent legislation, Minnesota Session Laws, 2012, Chapter 236, Section 28, authorizes St. Louis County to sell tax forfeited shoreland parcels currently under lease, and directs that the parcels be surveyed, appraised and offered for sale to the current lease holder. Where suitable, the parcels are being created by subdivision plat.

The preliminary plat of Little Birch Lake is located in Section 30, Township 61 North, Range 14 West (Unorganized). The plat consists of 4 occupied lots and 7 vacant lots. The lots range from 2.6 acres to 4.5 acres with an average lot size of 3.4 acres. The total area being platted is approximately 44.3 acres. The surveyor has submitted the final print which complies with the requirements of the County Surveyor.

RECOMMENDATION:

It is recommended that the St. Louis County Board grant final approval to the plat of Little Birch Lake.

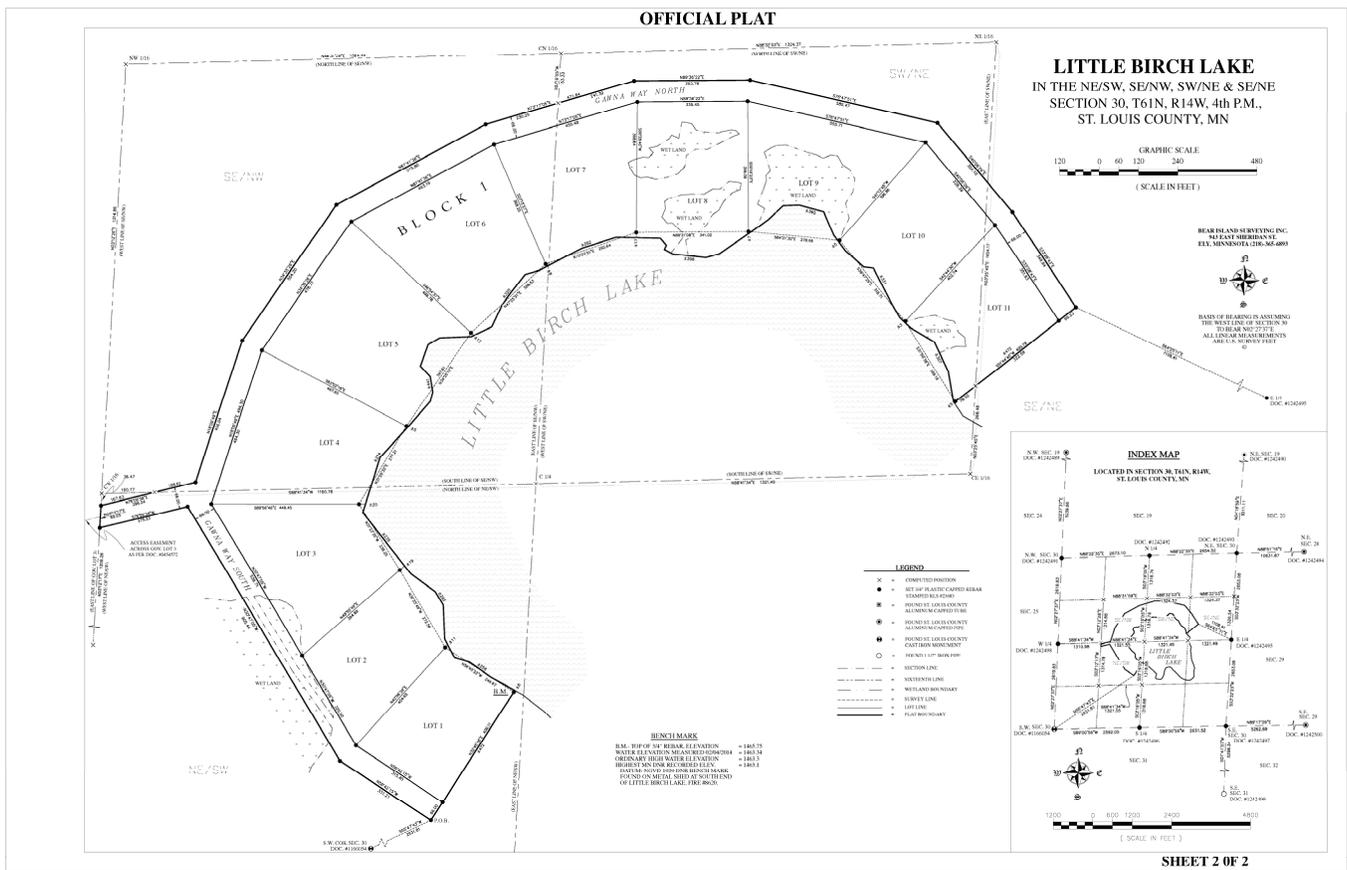
Final Plat Approval – Little Birch Lake (Unorganized Township 61-14)

BY COMMISSIONER: _____

WHEREAS, Minnesota Session Laws, 2012, Chapter 236, Section 28, authorizes St. Louis County to sell tax forfeited shoreland parcels to current leaseholders, and directs that the parcels be surveyed and appraised prior to sale; and

WHEREAS, The final print of Little Birch Lake plat has been submitted and conforms with the requirements of the St. Louis County Surveyor;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board grants final approval to the plat of Little Birch Lake, located in Section 30, Township 61 North, Range 14 West (Unorganized).

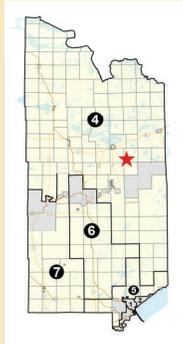


4th Commissioner District

State Tax Forfeited

Project location

**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 and Minerals
Department**



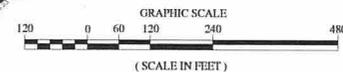
PRELIMINARY PLAT

LITTLE BIRCH LAKE
 IN NE/SW, SE/NW, SW/NE & SE/NE
 SECTION 30, T61N, R14W, 4th P.M.,
 ST. LOUIS COUNTY, MN
 SCALE 1"=120' NOVEMBER, 2013

BEAR ISLAND SURVEYING INC.
 943 EAST SHERIDAN ST.
 ELY, MINNESOTA 55731-365-6893

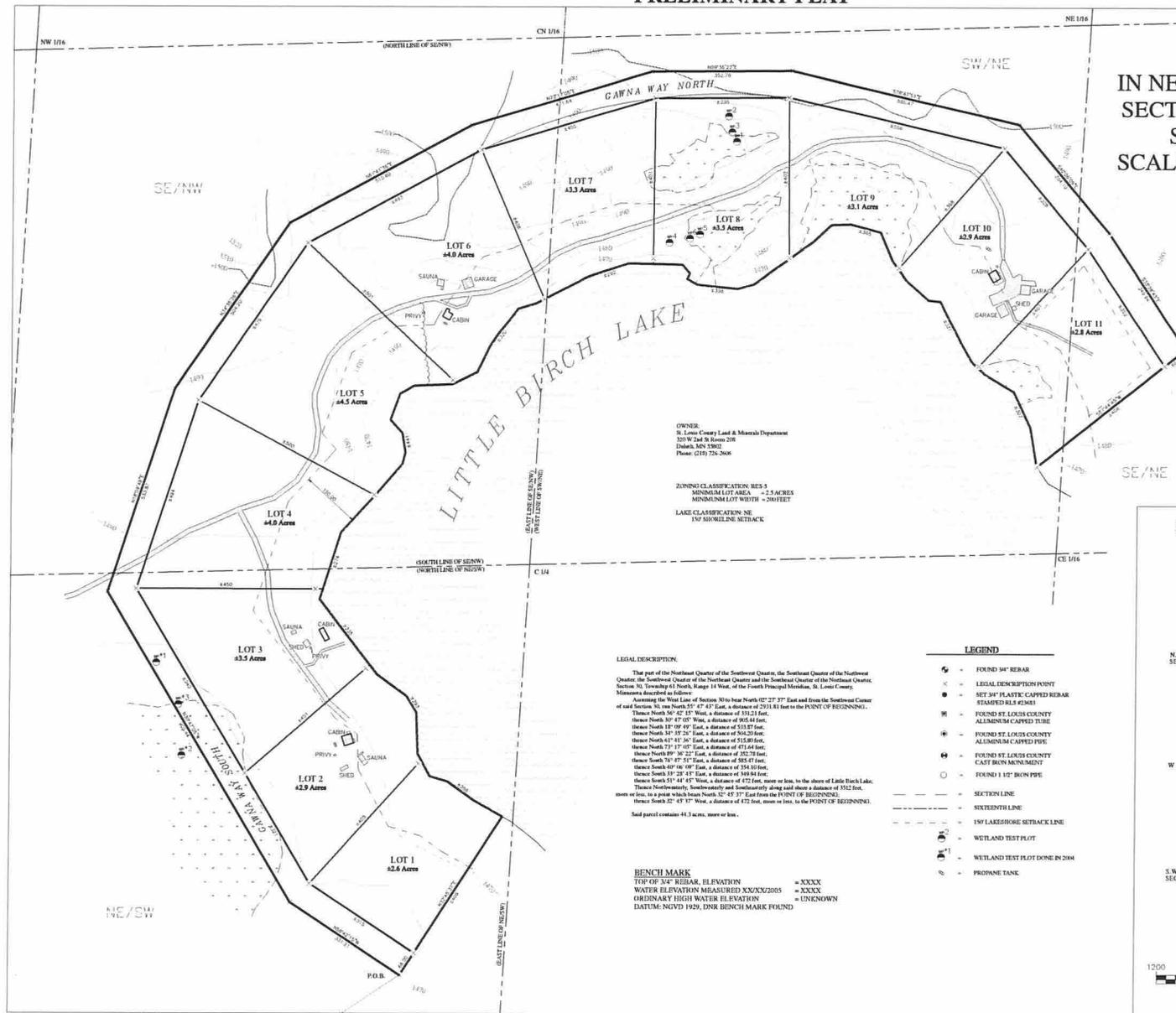


BASIS OF BEARING IS ASSUMING
 THE WEST LINE OF SECTION 30
 TO BEAR N82°27'37"E
 ALL LINEAR MEASUREMENTS
 ARE U.S. SURVEY FEET



TOTAL ACREAGE = 443.8 ACRES
 TOTAL WETLAND = 32 AC. TYPE 4,7 & 8
 TOTAL LAKE SURGE = 4392 FEET

ELEVATION CONTOUR INTERVALS = 10 FEET TAKEN
 FROM U.S.G.S. TOPOGRAPHICAL MAP



OWNER:
 St. Louis County Land & Materials Department
 201 W. 2nd St. Room 202
 Duluth, MN 55802
 Phone: 612-675-2606

ZONING CLASSIFICATION RES-5
 MINIMUM LOT AREA = 2.5 ACRES
 MINIMUM LOT WIDTH = 200 FEET
 LAKE CLASSIFICATION: N1
 50' SHORELINE SETBACK

LEGAL DESCRIPTION:

The part of the Northeast Quarter of the Southwest Quarter, the Southeast Quarter of the Northeast Quarter, the Southwest Quarter of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter, Section 30, Township 61 North, Range 14 West, of the Fourth Principal Meridian, St. Louis County, Minnesota described as follows:

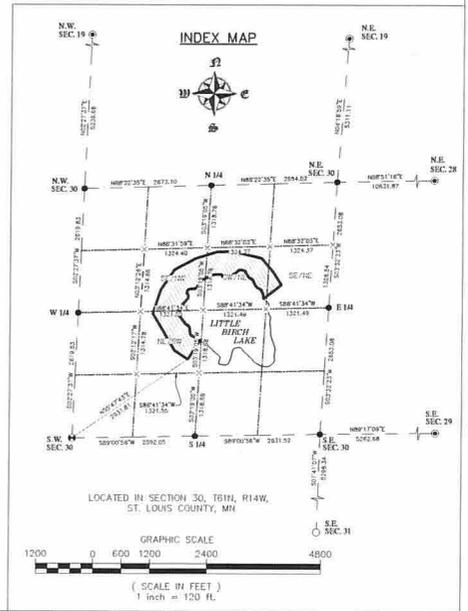
Assuming the West Line of Section 30 to bear North 02° 27' 37" East and from the Southwest Corner of said Section 30, we bear S5° 47' 47" East, a distance of 2011.11 feet to the POINT OF BEGINNING;
 Thence South 56° 42' 15" West, a distance of 331.23 feet;
 Thence South 39° 47' 05" West, a distance of 895.44 feet;
 Thence South 12° 09' 49" East, a distance of 533.27 feet;
 Thence South 15° 22' 28" East, a distance of 956.26 feet;
 Thence North 41° 41' 36" East, a distance of 315.81 feet;
 Thence South 73° 17' 07" East, a distance of 474.64 feet;
 Thence North 89° 30' 22" East, a distance of 352.78 feet;
 Thence South 79° 47' 51" East, a distance of 858.47 feet;
 Thence South 09° 06' 09" East, a distance of 354.10 feet;
 Thence South 19° 28' 41" East, a distance of 549.84 feet;
 Thence South 51° 41' 45" West, a distance of 472 feet, more or less, to the shore of Little Birch Lake;
 Thence Northwesterly, Southwesterly and Southerly along said shore a distance of 932 feet, more or less, to a point which bears North 52° 45' 37" East from the POINT OF BEGINNING;
 Thence South 02° 47' 37" West, a distance of 425 feet, more or less, to the POINT OF BEGINNING.

Said parcel contains 44.3 acres, more or less.

BENCH MARKS
 TOP OF 3" REBAR, ELEVATION = XXXX
 WATER ELEVATION MEASURED XXXXX/2005 = XXXX
 ORDINARY HIGH WATER ELEVATION = UNKNOWN
 DATUM: NOVEMBER 1989, ENR BENCH MARK FOUND

LEGEND

- ⊕ = FOUND 3/4" REBAR
- ⊙ = LEGAL DESCRIPTION POINT
- ⊙ = SET 3/4" PLASTIC CAPPED REBAR (STAMPED RLS #2363)
- ⊙ = FOUND ST. LOUIS COUNTY ALUMINUM CAPPED PIPE
- ⊙ = FOUND ST. LOUIS COUNTY ALUMINUM CAPPED PIPE
- ⊙ = FOUND ST. LOUIS COUNTY CAST IRON MANHOLE
- ⊙ = FOUND 1 1/2" IRON PIPE
- = SECTION LINE
- = SIXTEENTH LINE
- = 100' LAKE SHORE SETBACK LINE
- = WETLAND TEST PLOT
- = WETLAND TEST PLOT DONE IN 2008
- ⊙ = PROPANE TANK



BOARD LETTER NO. 14 - 512

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 19

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Approval of Registered Land
Survey No. 100 (Brevator
Township)

FROM: Kevin Z. Gray
County Administrator

Mark Monacelli, Director
Public Records & Property Valuation

RELATED DEPARTMENT GOAL:

Promptly record real estate documents in accordance with state statutes and county policies.

ACTION REQUESTED:

The St. Louis County Board is requested to grant final approval to Registered Land Survey No. 100.

BACKGROUND:

Pursuant to Minn. Stat. 508.47, the Registrar of Titles is authorized to require a Registered Land Survey to re-name parcels where legal descriptions have become unmanageable. ALTA Surveying has submitted the final prints and they have been approved by the County Surveyor and the Examiner of Titles. Registered Land Survey No. 100 is located in the SE ¼ of the SE ¼, Section 32, Township 50 North, Range 17 West (Brevator Township).

RECOMMENDATION:

It is recommended that the St. Louis County Board grant final approval to Registered Land Survey No. 100.

Approval of Registered Land Survey No. 100 (Brevator Township)

BY COMMISSIONER: _____

WHEREAS, The Registrar of Titles is authorized to require Registered Land Survey No. 100 pursuant to Minn. Stat. § 508.47; and

WHEREAS, The County Surveyor and Examiner of Titles have approved Registered Land Survey No. 100; and

WHEREAS, The final prints have been submitted for filing;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board grants final approval to Registered Land Survey No. 100 located in in the SE ¼ of the SE ¼, of Section 32, Township 50 North, Range17 West (Brevator Township).

Dorothy Ratarac and Alexander Ratarac, Wilmette, IL

Parcel Code	010-1800-02280
Taxes and Assessments	\$10,758.09
Service Fees	\$114.00
Deed Tax	\$35.50
Deed Fee	\$25.00
Recording Fee	\$46.00
Hasp & Lock	\$18.00
Total Assessment	\$10,996.59

Repurchase of State Tax Forfeited Land - Ratarac

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, Dorothy Ratarac and Alexander Ratarac of Wilmette, IL have applied to repurchase state tax forfeited land legally described as:

CITY OF DULUTH
LOT: 0008 BLOCK:013
GARY FIRST DIVISION DULUTH
010-1800-02280

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;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the repurchase application by Dorothy Ratarac and Alexander Ratarac of Wilmette, IL on file in County Board File No.____, subject to payments including total taxes and assessments of \$10,758.09, service fee of \$114, deed tax of \$35.50, deed fee of \$25, recording fee of \$46, and hasp and lock fee of \$18; for a total of \$10,996.59, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

Pursuant to Minnesota Statutes 1986, Section 282.241, as amended by Chapter 268, Laws of 1987.

TO THE COUNTY BOARD AND COUNTY AUDITOR OF ST. LOUIS COUNTY, MINNESOTA:

The undersigned, Branka Ratarac, hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes 1987, Section 282.241, as amended; said land is situated in St. Louis County, Minnesota, and more particularly described as follows:

CITY OF DULUTH, LOT: 0008 BLOCK:013, GARY FIRST DIVISION DULUTH

Applicant states and shows that at the time of the forfeiture to the State, he/she was (please check one):

- the owner *JOINT TENANT*
- heir(s) of the owner
- the representative of the owner
- the person to whom the right to pay taxes is given by statute, to wit:
- designating under what claim of right, whether mortgage or otherwise the right is exercised

That such taxes became delinquent in 2009 and remained delinquent and unpaid for the subsequent years of: 2010,2011,2012,2013

That pursuant to Minnesota Statutes, the total cost of repurchase \$10,923.15 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. **Please contact our office at 218-726-2606 for the current amount due which increases monthly.**

NOVEMBER \$10,996.59

That a hardship would result to the petitioner unless said repurchase is allowed, for the reason that: **applicant to state reasons why taxes were not paid.**

FINANCIAL DIFFICULTY AND ILL HEALTH OF BRANKA RATARAC

Please check the appropriate box below:

- There are one or more wells on this property (See enclosed well disclosure information sheet)
- No change since last well certificate Well disclosure completed - \$50.00 enclosed
- There are no wells on this property

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s): Branka Ratarac, Alexander Ratarac, Dorothy Ratarac

Are you currently in active military service? NO -

If you have been discharged within the last 6 months, provide discharge date -NONE- and documentation. Applicant offers to pay upon such repurchase, by check or money order, as directed by the St. Louis County Board, the full price of repurchase as stated above, the terms of which will be stated by the contract and required by law.

Dated: 11/25/2014

By: *[Signature]*
(Signature)

Address: 305 17TH ST.
City: WILMETTE State: IL Zip: 60091
Phone: (773) 457 6343



St. Louis County Land Department Tax Forfeited Land Sales

Repurchase of Property

Legal : CITY OF DULUTH
LOT: 0008 BLOCK:013
GARY FIRST DIVISION DULUTH

Parcel Code : 010-1800-02280

LDKEY : 118240

Acres: .07 Zoning: R-1

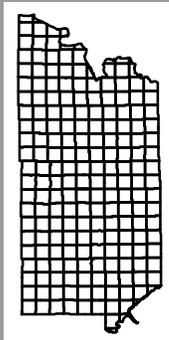
Address: 1416 99th Ave W
Duluth, MN 55808



City of Duluth Sec: 3 Twp: 48 Rng: 15

Commissioner District # 3

-  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

December 2014



BOARD LETTER NO. 14 - 514

PUBLIC WORKS & TRANSPORTATION COMMITTEE CONSENT NO. 21

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Agreement with City of Floodwood
for Water Main System
Construction and Future Ownership
of CR 832/7th Avenue

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 a cooperative agreement with the City of Floodwood for construction of a water main system and future ownership of County Road (CR) 832/7th Avenue.

BACKGROUND:

The Public Works Department currently has a project in design on CR 832/7th Avenue in Floodwood for construction in 2015. The City of Floodwood has proposed improvements to its water system, and an agreement must be authorized to deliver the project to completion. The construction will be done under County Project 0832-97031 by means of non-participating items in the construction plan, with the city performing all construction plans, staking, inspection, and certification of the work relating to the water main system. This extra work will be funded by Community Development Block Grant funds. The agreement will also detail the county's plan to turn the road over to the city after construction.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a cooperative agreement with the City of Floodwood outlining responsibilities of the county and the city for the proposed water main system construction and future ownership of CR 832 by the city. The funds from the City of Floodwood will be receipted into Fund 200, Agency 203339.

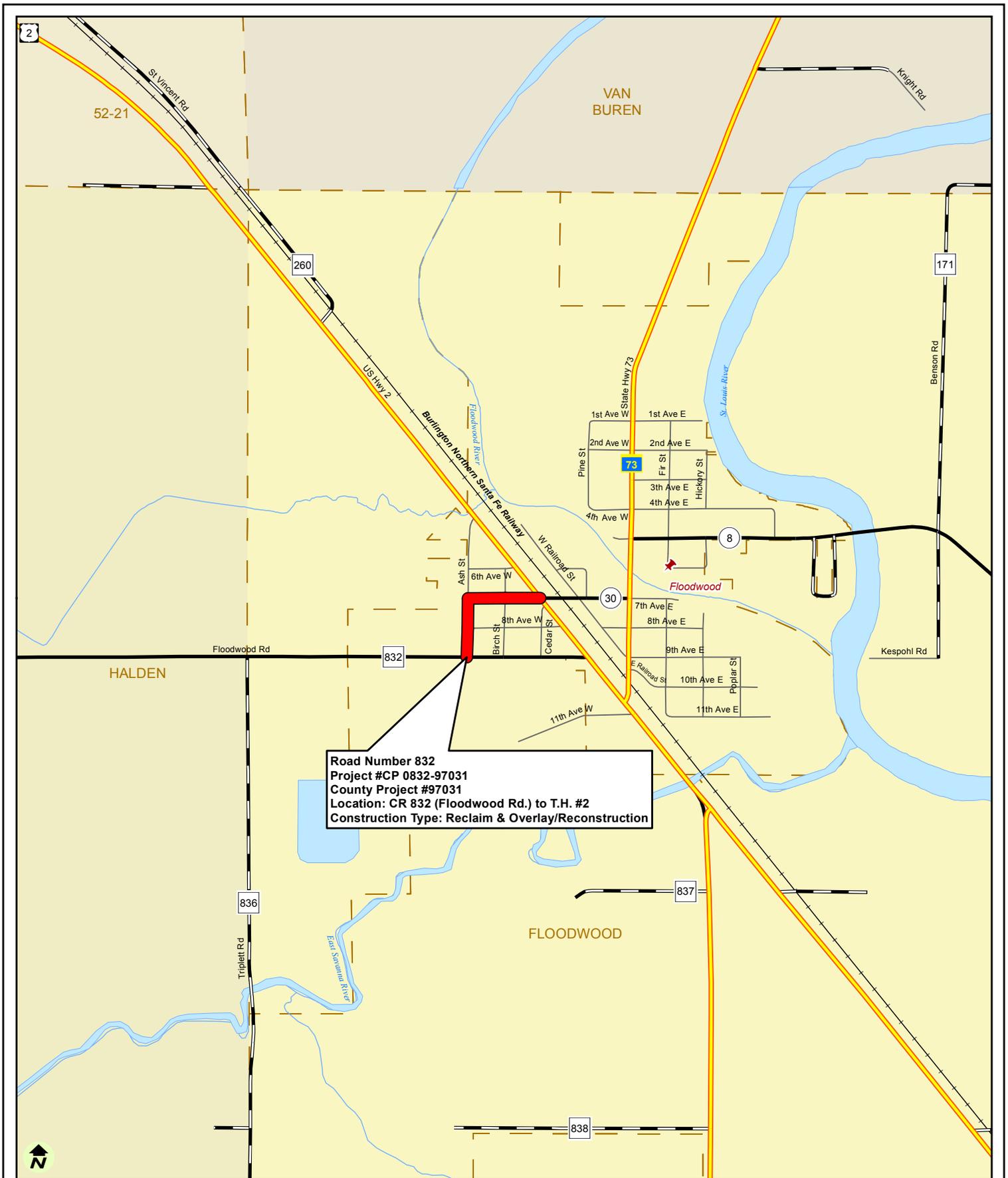
**Agreement with City of Floodwood for Water Main System Construction
and Future Ownership of CR 832/7th Avenue**

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a cooperative agreement, and any amendments approved by the County Attorney, with the City of Floodwood for the water main system construction (CP 082-97031) on County Road 832 whereby the city will pay the local share items listed in the construction plan;

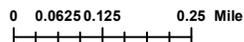
RESOLVED FURTHER, That the agreement will include the transfer of ownership of County Road 832 to the City of Floodwood;

RESOLVED FURTHER, That funds from the City of Floodwood for this project will be receipted into Fund 200, Agency 203339, Object 551553.



Road Number 832
Project #CP 0832-97031
County Project #97031
Location: CR 832 (Floodwood Rd.) to T.H. #2
Construction Type: Reclaim & Overlay/Reconstruction

St. Louis County 2015 Road & Bridge Construction



Map Components

2015 Road & Bridge Construction

- Reclaim & Overlay
- Interstate Highway
- U.S./State Highway

- County Road - Paved
- County Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake
- River/Stream

BOARD LETTER NO. 14 - 515

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 22

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Agreement with the Minnesota
Department of Revenue for
Collection of the Greater
Minnesota Sales and Use Tax

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor-Treasurer

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 with the Minnesota Department of Revenue to collect and enforce the St. Louis County Greater MN Transportation Sales and Use Tax and a \$20 per motor vehicle excise tax pursuant to Chapter 117 of the 2013 Session Laws and MN Statute 297A.993.

BACKGROUND:

The St. Louis County Board passed Resolution No. 14-665 on December 2, 2014 to impose a 0.5% Greater MN Transportation Sales and Use Tax as well as a \$20 per motor vehicle excise tax and has also requested that the MN Department of Revenue collect and enforce the tax for St. Louis County. The county is required to enter into an agreement with the Minnesota Department of Revenue to contract for these services. The agreement will define the scope of services.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with the Minnesota Department of Revenue for collection of the 0.5% Greater MN Transportation Sales and Use Tax and the \$20 per motor vehicle excise tax.

**Agreement with the Minnesota Department of Revenue for Collection of the
Greater Minnesota Sales and Use Tax**

BY COMMISSIONER _____

WHEREAS, The St. Louis County Board adopted Resolution No. 14-665 on December 2, 2014 implementing a 0.5% Greater Minnesota Transportation Sales and Use Tax and a \$20 per motor vehicle excise tax pursuant to Chapter 117 of the 2013 Session Laws and Minn. Stat. 297A.993; and

WHEREAS, The St. Louis County Board wishes to have the Minnesota Department of Revenue collect and enforce the local option sales and use tax and the \$20 per motor vehicle excise tax;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the proper county officials to enter into an agreement, and any amendments approved by the County Attorney, with the Minnesota Department of Revenue for collection of the 0.5% Greater Minnesota Transportation Sales and Use Tax and the \$20 per motor vehicle excise tax.

BOARD LETTER NO. 14 - 516

FINANCE & BUDGET COMMITTEE CONSENT NO. 23

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Abatement List for Board Approval

FROM: Kevin Z. Gray
County Administrator

Mark Monacelli, Director
Public Records & Property Valuation

David L. Sipila
County Assessor

RELATED DEPARTMENT GOAL:

The County Assessor will meet all state mandates for classifying and valuing taxable parcels for property tax purposes as outlined in Minn. Stat. § 270 through 273.

ACTION REQUESTED:

The St. Louis County Board is requested to approve the attached abatements.

BACKGROUND:

The intent of abatements is to provide equitable treatment to individual taxpayers while at the same time exercising prudence with the tax monies due to the taxing authorities within St Louis County. Abatements are processed in conformance with St. Louis County Board Resolution No. 861, dated November 30, 1993, outlining the Board's policy on abatement of ad valorem taxes. This Policy provides direction for the abatement of: 1) Current year taxes; 2) Current year penalty and costs; 3) Past year taxes; and 4) Past year penalty, interest, and costs.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the attached list of abatements.

Abatement List for Board Approval

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board approves the applications for abatements, correction of assessed valuations and taxes plus penalty and interest, and any additional accrual, identified in County Board File No. 59797.

12/8/2014
12:42:03PM

Abatements Submitted for Approval by the St. Louis County Board
on 12-16-2014

<u>PARCEL CODE</u>	<u>AUD NBR</u>	<u>NAME</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>APPRAISER</u>	<u>REASON</u>	<u>YEAR</u>	<u>REDUCTION</u>
365 6000 19700	0 15390	ALLETE INC	R	FREDENBERG	Bruce Sodahl	VALUATION	2014	2,176.14
10 790 11510	0 15391	BACIG, CAROL	R	City of Duluth	Ben Hanson	HOMESTEAD	2014	299.90
10 840 890	0 15392	BURSTAD, CARLEEN	R	City of Duluth	Mike Busick	HOMESTEAD	2014	402.62
10 370 2960	0 15393	GREEN, HEATHER	R	City of Duluth	Mike Busick	HOMESTEAD	2014	354.90
10 390 960	0 15381	LEPAK, MARY	R	City of Duluth	Frank Carver	HOMESTEAD	2014	344.00
505 15 2640	0 15382	MILLER, CURTIS	R	Pike	Dave Jarvela	VALUATION	2014	265.30
505 15 5380	0 15383	REBARICH, WILLIAM	R	Pike	Dave Jarvela	HOMESTEAD	2014	538.62
365 40 40	0 15384	STEVENS, CLAYTON	R	FREDENBERG	Dave Christensen	VALUATION	2014	377.86
10 100 700	0 15385	UPDEGROVE, RICHARD	R	City of Duluth	Colin Payton	HOMESTEAD	2014	239.78
387 10 10	0 15386	USA	R	Greenwood	Beth Sokoloski	EXEMPT	2012	420.18
310 10 176	0 15387	WILLIAMS, JONATHAN	R	Culver	Jan Jackson	HOMESTEAD	2014	649.94

BOARD LETTER NO. 14 - 517

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE CONSENT NO. 24

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Occupational Medicine
Services Agreement

FROM: Kevin Z. Gray
County Administrator

James R. Gottschald, Director
Human Resources

RELATED DEPARTMENT GOAL:

To assist the county in complying with Civil Service Rules regarding pre-employment physicals.

ACTION REQUESTED:

The St. Louis County Board is requested to approve an Occupational Medicine Service contract with SMDC Medical Center dba Duluth Clinic Occupational Medicine (SMDC).

BACKGROUND:

St. Louis County, in accordance with Civil Service Rule 7.2, requires post-offer pre-employment physical examinations for applicants offered positions which require a specified level of physical ability to perform the essential functions of the job and/or specific medical examinations which are required by state or federal regulations. SMDC currently provides these services.

The previous agreement expired December 31, 2013. The proposed Occupational Medicine Services contract has a two year duration, which can be extended for an additional two years. SMDC has submitted a proposal to extend the agreement for Occupational Medicine Services with no increase in the following fee structure:

Service	Current and Proposed Cost
General Examination (Doctor or Physician Assistant)	\$65.00
Audiogram	\$30.00
Simple Vision	No Charge
Job Placement Assessment	\$50.00
Chest X-ray	\$107.00
Mantoux	\$13.00
Respirator Certification	\$20.00
Cardiac Stress Test	\$350.00
Spirometry	\$35.00

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with SMDC Medical Center dba Duluth Clinic Occupational Medicine for post-offer pre-employment physical examination services, payable from Fund 100, Agency 123001, Object 626400.

Occupational Medicine Services Agreement

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute an agreement for services with SMDC Medical Center dba Duluth Clinic Occupational Medicine for post-offer pre-employment physical examination services, payable from Fund 100, Agency 123001, Object 626400, as contained in County Board File No. _____.

AGREEMENT FOR OCCUPATIONAL MEDICINE SERVICES

COUNTY OF ST. LOUIS/ SMDC Medical Center dba Duluth Clinic

THIS AGREEMENT Made this ____day of December, 2014, by and between the **COUNTY OF ST. LOUIS**, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "the County," and the **SMDC Medical Center dba Duluth Clinic Occupational Medicine**, 400 East Third Street, Duluth, MN 55805, (218) 786-3392, fax (218) 720-3415, hereinafter referred to as "SMDC."

WITNESSETH:

WHEREAS, the County desires to retain post-offer, pre-employment physical examination services for St. Louis County, on an as-needed basis and in compliance with state and federal laws and the St. Louis County Civil Service Rules; and

WHEREAS, SMDC has proven experience in providing technical, professional, and laboratory services in occupational medicine; and

WHEREAS, SMDC has indicated an ability to provide competent and qualified staff to assist the County in post-offer, pre-employment physical examination requirements.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties, it is hereby agreed that the County shall retain SMDC for the purposes hereinafter expressed, and that SMDC hereby agrees to provide services under the terms and the conditions hereinafter set forth.

I. SCOPE OF SERVICES

SMDC shall act with professional skill and care for the orderly processing of applicants sent for post-offer, pre-employment physical examination services as

directed by the County. SMDC shall assist the County in maintaining quality procedures and will provide reports of examination results on forms provided by or approved by the County.

SMDC shall further be responsible for filing any reports, records, forms and data with state and federal regulatory agencies as mandated by applicable legislation.

II. TERM OF SERVICE Commencing January 1, 2014, SMDC shall provide post-offer, pre-employment physical examination services for a period of two years, unless this Agreement is terminated pursuant to Section V. Termination. This Agreement shall be renewed for an additional two year term unless either party provides written notice 90 days in advance of the termination date of its intent not to renew this Agreement.

III. COUNTY RESPONSIBILITIES

The County shall designate the Human Resources Department to act as liaison for day-to-day activities under this Agreement. The Human Resources Department shall perform services necessary for the orderly completion of tasks.

IV. COMPENSATION

Charges incurred pursuant to this Agreement shall be billed at the rates indicated in Exhibit 1, CHARGES FOR SERVICES, which rates shall include all expenses. Charges shall not be in excess of the amounts indicated on Exhibit 1, without prior written approval from the County. Services shall be performed at the facilities indicated on Exhibit 2 or as directed by SMDC.

SMDC will invoice the County on a monthly basis, providing itemized vouchers for payment in the manner prescribed by the St. Louis County Auditor. All vouchers

shall include detail about dates and services rendered and types of services rendered. Payment by the County of any billing does not waive the County's right to dispute charges at a later date.

SMDC agrees that the County or Minnesota State Auditor shall have access to and the right to examine, audit or copy any records or documents which are pertinent to the accounting practices and procedures for SMDC relating to this Agreement.

V. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon ninety (90) days written notice, delivered by mail or in person to the other party. Notice shall be directed to James R. Gottschald, Human Resources Director, 100 North Fifth Avenue West, Room 1, Duluth, MN 55802, on behalf of the County; and to Erin Stave, SMDC Occupational Medicine, 400 East Third Street, Duluth, MN 55805, on behalf of SMDC.

VI. SUBMISSION OF DOCUMENTS; TESTIMONY

All materials prepared or developed by SMDC or its employees or agents hereunder, including examination results, documents, correspondence, calculations, notes, reports, data, form or filings with other governmental agencies, shall remain the property of SMDC. SMDC shall provide a summary report indicating the examination results for any employee or applicant for employment when such information is requested by the County. SMDC shall also provide expert testimony regarding examination results or the documents upon the County's request.

VII. NONDISCLOSURE AND TREATMENT OF INFORMATION OR DATA

Pursuant to the Minnesota Government Data Practices Act (Minn. Stat. ch. 13), and all applicable federal regulations, SMDC shall maintain and protect data on individuals received, or to which SMDC has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by SMDC under this Agreement may be released to anyone other than the County by SMDC or SMDC's employees or representatives.

It is further understood that SMDC shall not, unless otherwise authorized by the Human Resources Director, County Administrator, or County Board, disclose any information to the media or other third parties relating the specific details of any contract negotiations, documents, claims, litigation, hearings or appeals which may arise out of this Agreement or services provided under this Agreement. All requests for data or information from third parties shall be directed to the County Administrator for response.

The parties agree to comply in all respects with applicable requirements of the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA), and all rules, regulations and controls effected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

VIII. INDEPENDENT CONTRACTOR STATUS

SMDC and its employees are, and shall remain, independent contractors with respect to any and all work performed for the County under this Agreement. It is agreed that nothing herein contained is intended to be, or should be construed in any manner, as creating or establishing the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting SMDC or Erin Stave as employees of the County for any purpose or in any manner whatsoever.

IX. INSURANCE/INDEMNIFICATION

SMDC agrees that it will obtain and have in effect, at all times during this Agreement, Comprehensive General Liability Insurance with policy limits of at least \$300,000/\$1,000,000. Said insurance shall be maintained at SMDC's expense and shall not be included as a cost of this Agreement or reimbursed in any way by the County. SMDC shall provide the County with a Certificate of Insurance.

SMDC agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any loss, cost and/or expense (including court costs and attorneys fees) arising out of, or resulting from, any action taken by SMDC with regard to testing results received from its affiliated laboratories.

X. COMPLIANCE WITH NON-DISCRIMINATION LAWS

SMDC agrees to comply with all federal, state and local laws, ordinances, rules and regulations pertaining to unlawful discrimination.

XI. NONASSIGNABILITY OF AGREEMENT

This Agreement shall not be assigned by SMDC without the prior written consent of the County.

XII. MINNESOTA LAW TO GOVERN

This Agreement 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 Agreement shall be venued in the district court of the State of Minnesota, County of St. Louis, City of Duluth.

XIII. 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 authorized representatives of the County and SMDC.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above-written.

SMDC Medical Center dba Duluth Clinic

COUNTY OF ST. LOUIS

BY: _____
Steven C. Jorgenson
SMDC Medical Center dba Duluth Clinic

BY: _____
Mike Forsman, Chair
County Board

BY: _____
James R. Gottschald
Human Resources Director

BY: _____
Donald Dicklich
County Auditor

APPROVED AS TO FORM & EXECUTION

BY: _____
Thomas Stanley
Assistant County Attorney

DAMION: 2014-9133

EXHIBIT 1

CHARGES FOR SERVICES

<u>SERVICES</u>	<u>CHARGE</u>
EXAMINATION (Doctor or Physician Assistant):	\$ 65.00
SIMPLE VISION:	No Charge
JOB PLACEMENT ASSESSMENT:	\$50.00
MANTOUX:	\$13.00
AUDIOGRAM:	\$30.00
CARDIAC STRESS (Test with Interpretation)	\$350.00
Chest x-ray (PA)	\$ 107.00
Respirator Certification	\$ 20.00
Spirometry	\$ 35.00

EXHIBIT 2

EXAMINATION SITES

1. SMDC Health System
Duluth Clinic
400 East 3rd Street
Duluth, MN 55805
(218) 786-3392
2. SMDC Hibbing
730 E. 34th St.
Hibbing, MN 55746
(218) 263-1000
1-877-201-3137
3. SMDC Virginia
910 N. 6th Avenue
Virginia, MN 55792
(218) 741-0150
1-800-662-5728

Service	Current and Proposed Cost
Breath alcohol test at an SMDC location	\$25.00
Breath alcohol test at a non-SMDC location	\$30.00
Blood alcohol test	\$75.00
Drug Test (DOT and Non-DOT including 5 Panel)	\$55.00
Collection fee associated with Drug Testing at a non-SMDC location	\$30.00
After hours collection fee (5:00 pm – 7:30 am)	\$175.00

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with SMDC Medical Center dba Duluth Clinic for drug and alcohol testing services, payable from Fund 100, Agency 123001, Object 626400.

Drug and Alcohol Testing Services Agreement

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute an agreement with SMDC Medical Center dba Duluth Clinic for drug and alcohol testing services, payable from Fund 100, Agency 123001, Object 626400, as contained in County Board File No. _____.

AGREEMENT FOR DRUG AND ALCOHOL TESTING SERVICES
COUNTY OF ST. LOUIS/SMDC MEDICAL CENTER DBA DULUTH CLINIC

THIS AGREEMENT Made this ____ day of December, 2014, by and between the **COUNTY OF ST. LOUIS**, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as "the County," and the **SMDC Medical Center dba Duluth Clinic Occupational Medicine**, 400 East Third Street, Duluth, MN 55805, (218) 786-3392, fax (218) 720-3415, hereinafter referred to as "SMDC."

WITNESSETH:

WHEREAS, the County desires to retain services from a company affiliated with a NIDA/SAMHSA certified laboratory to provide employee and job applicant alcohol and drug testing services for St. Louis County, on an as-needed basis and in compliance with state and federal workplace drug abuse testing laws and the St. Louis County Drug and Alcohol-Free Workplace Policy; and

WHEREAS, SMDC has proven experience in providing both technical, professional, and laboratory services in workplace drug and alcohol abuse testing; and

WHEREAS, SMDC has indicated an ability to provide competent and qualified staff to assist the County in compliance with its workplace drug and alcohol testing requirements.

NOW, THEREFORE, in consideration of the mutual covenants and promises between the parties, it is hereby agreed that the County shall retain SMDC for the purposes hereinafter expressed and that SMDC hereby agrees to provide services under the terms and the conditions hereinafter set forth.

I. SCOPE OF SERVICES

SMDC shall act with professional skill and care for the orderly and continuous processing of alcohol and drug test samples submitted by St. Louis County employees and applicants. SMDC shall assist the County in maintaining quality workplace drug and alcohol abuse testing procedures, and procedures for chain-of-custody and laboratory analysis of testing samples submitted by the County to SMDC for processing. Attached hereto as Exhibit 1, and incorporated herein by reference, are the ST. LOUIS COUNTY DRUG AND ALCOHOL TESTING PROGRAM and LABORATORY TESTING PROCEDURES which shall be followed by SMDC in providing services.

SMDC shall further be responsible for filing all reports, records, forms and data with state and federal regulatory agencies as mandated by drug-free workplace legislation.

II. TERM OF SERVICE

Commencing January 1, 2014 SMDC shall provide drug and alcohol testing services, as expeditiously as possible and within agreed upon time schedules, at the compensation rates indicated in Exhibit 2, CHARGES FOR SERVICES. Unless this Agreement is terminated pursuant to **Section V. Termination** prior to project completion, SMDC's obligation to render services will extend for a period of two years and shall be renewed for an additional term, following the initial term, unless either party provides written notice 90 days in advance of the termination date of an intent not to renew this Agreement.

III. COUNTY RESPONSIBILITIES

The County shall designate the Human Resources Department to act as liaison for day-to-day activities under this Agreement. The Human Resources Department shall perform services necessary for the orderly completion of tasks as indicated in Exhibit 1.

IV. COMPENSATION

Charges incurred pursuant to this Agreement shall be billed at the rates indicated in Exhibit 2, which rates shall include all expenses. Charges shall not be in excess of the amounts indicated on Exhibit 2, without prior written approval from the County.

SMDC will invoice the County on a monthly basis, providing itemized vouchers for payment in the manner prescribed by the St. Louis County Auditor. All vouchers shall include detail about dates and services rendered and types of services rendered. Payment by the County of any billing does not waive the County's right to dispute charges at a later date.

SMDC agrees that the County or Minnesota State Auditor shall have access to and the right to examine, audit or copy any records or documents which are pertinent to the accounting practices and procedures for SMDC relating to this Agreement.

V. TERMINATION

This Agreement may be terminated by either party at any time, with or without cause, upon ninety (90) days written notice, delivered by mail or in person to the other party. Notice to the County shall be directed to James R. Gottschald, Human Resources Director, 100 North Fifth Avenue West, Room 1, Duluth, MN 55802, on

behalf of the County; and to Erin Stave, SMDC Occupational Medicine, 400 East Third Street, Duluth, MN 55805, on behalf of SMDC.

VI. SUBMISSION OF DOCUMENTS; TESTIMONY

All materials prepared or developed by SMDC or its employees or agents hereunder, including test results, documents, correspondence, calculations, notes, reports, data, form or filings with other governmental agencies, shall remain the property of SMDC. SMDC shall provide a summary report indicating the test results for any employee or applicant for employment when such information is requested by the County. SMDC shall also provide expert testimony regarding test results or the documents upon the County's request.

VII. INDEPENDENT CONTRACTOR STATUS

SMDC and its employees are, and shall remain, independent contractors with respect to any and all work performed for the County under this Agreement. It is agreed that nothing herein contained is intended to be, or should be construed in any manner, as creating or establishing the relationship of agents, partners, joint ventures or associates between the parties hereto or as constituting SMDC or Erin Stave as employees of the County for any purpose or in any manner whatsoever.

VIII. NONDISCLOSURE OF INFORMATION OR DATA

Pursuant to the Minnesota Government Data Practices Act (Minn. Stat. ch. 13), and any applicable federal regulation, SMDC agrees to maintain and protect data on individuals received, or to which SMDC has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed,

maintained or reviewed by SMDC under this Agreement may be released to the public by SMDC or SMDC's employees or representatives.

It is further understood that SMDC shall not, unless otherwise authorized by the Human Resources Director, County Administrator, or County Board, disclose any information to the media or other third parties relating the specific details of any contract negotiations, documents, claims, litigation, hearings or appeals which may arise out of this Agreement or services provided under this Agreement. All requests for data or information from third parties shall be directed to the County Administrator for response.

The parties agree to comply in all respects with applicable requirements of the Health Insurance Portability and Accountability Act, Public Law 104-191 (HIPAA), and all rules, regulations and controls effected or promulgated pursuant thereto. The parties agree that as HIPAA and its rules and interpretations become effective the parties shall execute amendments hereto, provide written assurances, implement policies and procedures, or take whatever other actions are necessary to comply with HIPAA. Should a party fail or refuse to honor its obligations pursuant to this section, the other party may terminate this Agreement with thirty (30) days written notice.

IX. INSURANCE/INDEMNIFICATION

SMDC agrees that it will obtain and have in effect, at all times during this Agreement, Comprehensive General Liability Insurance with policy limits of at least \$300,000/\$1,000,000. Said insurance shall be maintained at SMDC's expense and shall not be included as a cost of this Agreement or reimbursed in any way by the County. SMDC shall provide the County with a Certificate of Insurance.

SMDC agrees to indemnify, defend and hold harmless the County, its officers, agents and employees from any loss, cost and/or expense (including court costs and attorneys fees) arising out of or resulting from any action taken by SMDC with regard to testing results received from its affiliated laboratories.

X. COMPLIANCE WITH NON-DISCRIMINATION LAWS

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

XI. NONASSIGNABILITY OF AGREEMENT

This Agreement shall not be assignable by SMDC without the written consent of the County.

XII. MINNESOTA LAW TO GOVERN

This Agreement 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 Agreement shall be venued in the district court of the State of Minnesota, County of St. Louis, City of Duluth.

XIII. 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 authorized representatives of the County and SMDC.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year first above-written.

SMDC Medical Center dba Duluth Clinic

COUNTY OF ST. LOUIS

BY: _____
Steven C. Jorgenson
SMDC Medical Center dba Duluth Clinic

BY: _____
Mike Forsman, Chair
County Board Chair

BY: _____
James R. Gottschald
Human Resources Director

BY: _____
Donald Dicklich
County Auditor

APPROVED AS TO FORM & EXECUTION

BY: _____
Thomas Stanley
Assistant County Attorney

DAMION: 2014-9132

EXHIBIT 1

ST. LOUIS COUNTY DRUG AND ALCOHOL TESTING PROGRAM LABORATORY TESTING PROCEDURES

The following services, procedures and protocols are incorporated into the Agreement For Drug and Alcohol Testing Services between the County of St. Louis and SMDC Medical Center dba Duluth Clinic, herein after referred to as "SMDC," which procedures shall comply with the Omnibus Transportation Employee Testing Act of 1991, all regulations of the U.S. Department of Transportation (USDOT), and all other state and federal regulations. Under the Agreement between the parties, Section I. Scope of Services, shall include:

I. Laboratory Service Provider

SMDC Occupational Medicine
400 East Third Street
Duluth, MN 55805

II. SMDC Contact

Erin Stave
SMDC Occupational Medicine
400 East Third Street
Duluth, MN 55805
(218)786-8348

III. SMDC Medical Review Officers

The Medical Review Officer (MRO) is responsible to determine if unauthorized drug use has occurred and reviews laboratory positive results to determine alternative medical explanations for the positive results. The MRO must be a licensed physician who has knowledge of substance abuse disorders and has appropriate medical training to interpret and evaluate positive test results. The MRO must comply with the federal regulations found in 49 C.F.R. Part 40 and USDOT agency rules.

A. MRO Responsibilities

The MRO will follow Standard Operating Procedures, as indicated in Exhibit 3, necessary to carry out the following responsibilities:

1. Receive test results from the testing laboratory and review chain-of-custody and laboratory procedures;
2. Notify the applicant/employee of a confirmed positive test and provide an opportunity for the individual to discuss a positive test result and potential causes for test result;
3. Review and interpret each confirmed positive test result;

4. Review applicant/employee medical history as appropriate and medical records;
5. Verify confirmatory laboratory results;
6. Notify the Human Resources Department of a verified positive test;
7. Process requests for split specimen testing;
8. Make recommendations to the County regarding an individual's eligibility to return-to-duty.

In carrying out these duties, the MRO may have access to an individual's medical condition, medication, medical diagnosis, and medical history. This information will be kept in the strictest confidence by the MRO and his/her staff and will not be released or used for any purpose not related to the MRO's primary duties.

B. Designated Medical Review Officers

Ronald Howard, M.D
Fernando Proano M.D.

Advanced Drug Testing, Inc.
107 22nd Street West
Williston, ND 58801
(707) 577-0498

IV. DHHS/NIDA Approved Laboratories

All testing will be performed by DHHS/NIDA Approved Laboratories. SMDC will coordinate a uniform chain-of-custody procedure between the County and the laboratories, for specimen collection which will occur from the time of collection, through the testing, reporting, and review process.

The following testing laboratories are designated by SMDC to provide services for St. Louis County:

Quest Diagnostics
506 E. State Parkway
Schaumburg, IL 60173
(847)885-2010

Laboratory service providers shall maintain certification as required by the USDOT regulations and shall provide testing for designated drugs and alcohol.

V. St. Louis County Drug Program Coordinator

The Director of the Human Resources Department or designee shall be responsible for implementing, directing, administering, and managing the drug education and testing program for St. Louis County. The Director shall serve as the principal contact with SMDC on behalf of the County and shall periodically determine and submit lists of positions and specific employees classified as safety-sensitive or covered positions requiring laboratory testing services.

VI. Test Sample Collection and Procedures

A. Drug Test Samples

1. Procedure

Specimen collection and chain-of-custody procedures shall comply with USDOT regulations contained in 49 C.F.R. Part 40.

Collection Site Management will be the responsibility of SMDC. A list of collection sites is attached hereto as Exhibit 3.

2. Urine Samples

Urine sampling will be done through "split samples" taken at the time of collection. A single void of 45 ml will be used, 30 ml is used for the primary bottle and 15 ml is poured into the secondary bottle. Both specimens are stored at the laboratory. The donor has 72 hours, after notification by the MRO, to request that the second sample be tested. The testing will be done at a second laboratory. Any action required to be taken by the MRO, the employer, and others because of the first confirmed positive test result will not be stayed or postponed pending testing of the second sample.

B. Alcohol Test Samples

Pursuant to USDOT regulations, employees in covered positions in which the use of alcohol could affect performance of a safety sensitive function are subject to the following prohibitions:

1. Use of alcohol while performing safety-sensitive functions.
2. Use of alcohol during the 4 hours before performing safety-sensitive functions.
3. Reporting for duty or remaining on duty to perform safety-sensitive functions with an alcohol concentration of 0.04 or greater. NOTE: A driver found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall not

perform, nor be permitted to perform, safety-sensitive functions for at least 24 hours.

4. Possession of alcohol, unless the alcohol is manifested and transported as part of a shipment. This includes the possession of medicines containing alcohol (prescription or over the counter), unless the packaging seal is unbroken.
5. Use of alcohol during 8 hours following an accident, or until he/she undergoes a post-accident test.
6. Refusal to take an alcohol test when requested.

Equipment for alcohol testing shall be limited to the use of an evidential breath testing device for alcohol testing ("EBT") or other testing devices authorized by law. Tests must be performed by a Breath Alcohol Technician ("BAT").

VII. St. Louis County Drug Testing Program

Pursuant to St. Louis County's Drug and Alcohol-Free Workplace Policy, the following six drug and alcohol tests will be performed for St. Louis County employees, representatives and job applicants:

- A. Pre-employment Testing;
- B. Random Testing for specific classifications;
- C. Post-accident Testing;
- D. Reasonable Suspicion Testing;
- E. Return-to-duty Testing;
- F. Follow-up Testing.

Urine samples will be collected and tested for evidence of: 1. Marijuana, 2. Cocaine, 3. Opiates, 4. Phencyclidine (PCP), and 5. Amphetamines, or other drug tests authorized by law. Evidential breath testing devices or other lawful testing procedures shall be used for alcohol testing.

A. Pre-Employment Testing

An applicant shall submit to controlled substance testing as a pre-qualification condition for all positions in safety-sensitive or other designated positions ("covered positions"), or when a current employee moves from a non-covered to a covered position. An individual may not be hired into a covered position unless the individual passes a drug test. An employee may not be assigned to a covered position until the employee passes a drug test.

A pre-employment drug test may be administered only after the person to be tested is informed that the urine sample being collected will be tested for evidence of: 1. Marijuana, 2. Cocaine, 3. Opiates, 4. Phencyclidine (PCP), and 5. Amphetamines, or other drug tests authorized by law. Evidential breath testing devices shall be used for alcohol testing.

1. Implementation Procedures

St. Louis County will notify all applicants and employees, in writing, that passing a drug test for Marijuana, Cocaine, Opiates, Phencyclidine (PCP), Amphetamines and alcohol shall be a condition for safety-sensitive or other designated positions. Upon selection, a candidate will be sent to the collection site for testing.

St. Louis County will hire a candidate only when written confirmation of a negative test result has been received by the County's designated representative from the Medical Review Officer (MRO).

All persons will be tested under this category before they can be assigned into a covered position.

2. Documentation

A record of written notification requiring pre-employment testing for applicants will be retained by the Human Resources Department. A copy of all positive test results will be retained by the MRO for five years. A copy of all negative test results will be retained by the MRO for one year.

B. Random Testing

A percentage equal to 50 percent of employees in covered positions will be randomly tested annually for drug abuse. An employee who works in a covered position shall be subject to drug testing on an unannounced and random basis.

Random testing for alcohol on employees holding commercial driver's licenses shall be performed on a percentage equal to 25 percent of employees in covered positions on an annual basis. A driver shall only be tested while the driver is performing safety-sensitive functions, immediately prior to performing, or immediately after performing safety-sensitive functions. All implementation and documentation procedures listed under the drug testing section apply.

Each employee shall be selected for drug testing by SMDC on a random basis, by using a scientifically valid random generation number in a computer program.

1. Implementation Procedures

SMDC will provide a computer program for making the random selections. These selections will be done quarterly. The selection will occur at a different time each quarter to insure against predictable selections dates.

The Human Resources Department shall submit to SMDC the employee identification numbers of all current employees and contractors in covered positions. Employee identification numbers will also be provided within five working days of new hires and terminations in order to keep the random selection list current.

SMDC will notify the Human Resources Department of the employee identification numbers selected. The Human Resources Department will then:

- a. Notify the employee that he/she has been selected for random testing.
- b. Immediately dispatch the employee to the collection site for testing.

2. Test Results

If the test results are **negative**, the employee will be so informed and no further action is necessary.

If the test results are **positive**:

- a. The MRO will notify the Human Resources Department of a positive test result only after having contacted the applicant/employee, or after having followed Standard Operating Procedures for attempting to contact the applicant/employee. The MRO may verify a test as positive without contacting the applicant/employee if:
 - (1) The employee expressly declines the opportunity to discuss the test;
 - (2) Within 24 hours of a documented contact by the Human Resources Department instructing the applicant/employee to contact the MRO, the applicant/employee has not done so;
 - (3) Other circumstances provided for in state or federal laws or USDOT regulations.
- b. The MRO will inform the applicant/employee of a positive test result and that within 72 hours, he/she has the right to request, in writing, a retest of the original sample or to have the original sample sent to an alternative certified laboratory.
- c. The St. Louis County Drug and Alcohol-Free Workplace Policy will be referred to for further action by the County.
- d. The employee must be immediately removed from his/her safety-sensitive position.

3. Refusal to Submit to a Test

If the employee refuses to submit to the test, St. Louis County will warn the employee that he/she may not return to his/her safety sensitive position until he/she passes a test and the employee may be subject to disciplinary action up to and including termination from employment.

4. Documentation

The Human Resources Department shall retain a copy of the letter containing the employee identification numbers of all safety-sensitive persons sent to SMDC and shall retain a copy of the written notification of all employee identification numbers selected for random testing.

The Human Resources Department shall retain a copy of all test results received from the MRO. The MRO shall retain positive test results records for five years; negative test results for one year.

The Human Resources Department shall retain a copy of the letter from an employee requesting a test of the split (secondary) sample.

C. **Post-Accident Testing**

All covered employees involved in or contributing to a reportable accident, or who cannot be completely discounted as being a contributing factors to an accident, shall be tested as soon as possible, but within 32 hours.

A driver involved in a reportable accident **must** submit to a controlled substance test and advise the County of the test results. The Federal Highway Administration defines which accidents must be followed by a drug test. In addition to the accident being USDOT reportable, the commercial vehicle driver must be issued a citation by the police for a moving traffic violation. The County shall provide drivers with information and procedures to be followed in the case of an accident in which the driver is required to be tested for controlled substances. **The test is the responsibility of the driver.**

A decision not to administer a post-accident drug test shall be made by an individual designated by the County who was not involved in the accident. The determination shall be based on the best information available at the time and written documentation of that decision must be kept on file.

The urine sample for a post-accident drug test shall be collected as soon as possible, but not later than 32 hours after the accident.

Accidents that trigger a post-accident test are defined in 49 C.F.R. Part 390.5 and include: accidents involving a fatality, or accidents for which the driver receives a citation for a moving traffic violation arising from the accident.

If the driver has not submitted to an alcohol test within 2 hours, the County shall prepare and maintain on file a record stating the reason a test was not promptly given. If the driver has not submitted to an alcohol test within 8 hours, attempts to administer the test will cease and a record, as described above, will be prepared.

1. Implementation Procedures

An employee must be tested if the employee is involved in a reportable accident which results in a citation.

The supervisor or other County representative will determine that post-accident testing of an employee will not be required if the investigating officer has determined that the employee's involvement was not a contributing factor in the accident.

The supervisor will be responsible to see that the employee knows he/she must report to a collection site for testing as soon as possible, but not later than 32 hours after the accident.

2. Test Results

a. If the test results are **negative**, the MRO has two options:

- (1) the MRO can release the employee to return to work; or
- (2) the MRO may determine NOT to release the employee to return to work, but must report the reason to the employer's representative.

b. If the test results are **positive**:

- (1) The MRO will notify the Human Resources Department of the positive test result, after having contacted the employee or after having followed Standard Operating Procedures for attempting to contact the employee.
- (2) The MRO must inform the employee that within 72 hours, he/she has the right to request, in writing, a retest of the original sample or to have the original sample sent to an alternative certified laboratory.
- (3) The St. Louis County Drug and Alcohol-Free Workplace Policy will be referred to for further action by the County.
- (4) The employee must be immediately removed from his/her safety-sensitive position.

3. Refusal to Submit to a Test

If the employee refuses to submit to the test, St. Louis County will warn the employee that he/she may not return to his/her safety sensitive position until he/she passes a test and the employee may be subject to disciplinary action up to and including termination from employment.

4. Documentation

The Human Resources Department shall obtain and retain a copy of the completed Accident Report form, including a notation of the citation, for any accident and will document whether testing is or is not required.

The Human Resources Department shall retain a copy of all test results received from the MRO. The MRO shall retain positive test results records for five years; negative test results for one year.

The Human Resources Department shall retain a copy of the letter from an employee requesting a test of the split (secondary) sample.

D. Reasonable Suspicion Testing

Reasonable suspicion testing is required when at least one, and preferably two, trained supervisors reasonably suspect that an employee is under the influence of a prohibited substance. Reasonable suspicion test referrals must be based on objective facts, circumstances, or physical evidence, physical signs, symptoms, or a pattern of performance or behavior.

An employee who is reasonably suspected of using a prohibited drug or alcohol must be administered a test. An employee is reasonably suspected of using a prohibited drug or alcohol when one or more supervisors who are trained in the detection of drug or alcohol use can articulate and substantiate specific behavioral, performance, or contemporaneous physical indicators of probable drug or alcohol use.

1. Implementation Procedures

The supervisor will notify the employee of suspected drug or alcohol use and escort the employee to the collection site.

If the employee refuses to submit to the test, the supervisor will warn the employee that he/she may not return to his/her covered position until he/she passes a test, and the employee may be subject to disciplinary action up to and including termination of employment.

2. Test Results

a. If the test results are **negative**, the MRO has two options:

- (1) the MRO can release the employee to return to work; or
- (2) the MRO may determine NOT to release the employee to return to work, but must report the reason to the employer's representative.

b. If the test results are **positive**:

- (1) The MRO will notify the Human Resources Department of the positive test result after having contacted the employee, or after having followed Standard Operating Procedures for attempting to have contacted the employee.
- (2) The MRO must inform the employee that within 72 hours, he/she has the right to request, in writing, a retest of the original sample or to have the original sample sent to an alternative certified laboratory.
- (3) The St. Louis County Drug and Alcohol-Free Workplace Policy will be referred to for further action by the County.
- (4) The employee must be immediately removed from his/her safety-sensitive position.

3. Refusal to Submit to a Test

If the employee refuses to submit to the test, St. Louis County will warn the employee that he/she may not return to his/her safety sensitive position until he/she passes a test and the employee may be subject to disciplinary action up to and including termination from employment.

4. Documentation

The Human Resources Department shall retain a copy of the letter containing the employee identification numbers of all safety-sensitive persons sent to SMDC and shall retain a copy of the written notification of all employee identification numbers selected for random testing.

The Human Resources Department shall retain a copy of all test results received from the MRO. The MRO shall retain positive test results records for five years; negative test results for one year.

The Human Resources Department shall retain a copy of the letter from an employee requesting a test of the split (secondary) sample.

E. **Return-to-Duty Testing**

An employer is required to test covered employees who have been returned to duty after failing a drug test or refusing to submit to a drug test.

An employee who refuses to take, or does not pass, a drug test may not return to a covered position until the employee passes a drug test and the MRO had determined that the employee may return to duty.

An employee who must undergo a Return-To-Duty Test may be administered unannounced drug tests for up to 60 months after the employee returns to a covered position (see section F. Follow-up Testing).

1. Implementation Procedures

An employee who failed a Post-Accident Test, Reasonable Suspicion Test, or Random Test must pass a Return-to-Duty Test in order to return to a covered position.

The employee will be responsible to report to a collection site when required by the MRO or a substance abuse treatment program.

2. Test Results

- a. If the test results are **negative**, the employee will be so informed.
- b. If the test results are **positive**:
 - (1) The MRO will notify the Human Resources Department of the positive test result after having contacted the employee, or after having followed Standard Operating Procedures for attempting to have contacted the employee.
 - (2) The MRO must inform the employee that within 72 hours, he/she has the right to request, in writing, a retest of the original sample or to have the original sample sent to an alternative certified laboratory.
 - (3) The St. Louis County Drug and Alcohol-Free Workplace Policy will be referred to for further action by the County.
 - (4) The employee must be immediately removed from his/her safety-sensitive position.

3. Refusal to Submit to a Test

If the employee refuses to submit to the test, St. Louis County will warn the employee that he/she may not return to his/her safety sensitive position until

he/she passes a test and the employee may be subject to disciplinary action up to and including termination from employment.

4. Documentation

The Human Resources Department shall retain a copy of the letter containing the employee identification numbers of all safety-sensitive persons sent to SMDC and shall retain a copy of the written notification of all employee identification numbers selected for random testing.

The Human Resources Department shall retain a copy of all test results received from the MRO. The MRO shall retain positive test results records for five years; negative test results for one year.

The Human Resources Department shall retain a copy of the letter from an employee requesting a test of the split (secondary) sample.

F. Follow-Up Testing

The County will monitor an individual who has returned to duty by giving unannounced drug tests, as scheduled by the MRO or substance abuse treatment program, for not more than 60 months after the employee has returned to duty. Whether testing is conducted on a daily, weekly, monthly or longer basis is left to the discretion of the MRO and substance abuse treatment program recommendations.

The employee shall be subject to at least six unannounced follow-up tests during the first 12 months following his/her return to duty. The substance abuse treatment program may terminate the requirement for follow up testing at any time after the initial six tests have been completed, if the treatment program makes the determination that such testing is no longer warranted.

All implementation and documentation procedures as listed in section E. Return to Duty shall apply.

VIII. Employee Assistance Program

The County's Employee Assistance Program shall be used for referral of employees for substance abuse evaluation and treatment. Employees shall also be encouraged to utilize the services of other medically recognized professional substance abuse treatment programs for assistance.

IX. Training/Education Program

All employees shall receive general training that will address the effects and consequences of controlled substance use and alcohol abuse in personal health, safety, and the work environment and the manifestations and behavior that may indicate controlled substance use or alcohol abuse.

Supervisors will be trained to recognize and address illegal drug use or alcohol abuse by employees, and will be provided with information regarding referral of employees to the Employee Assistance Program, procedures and requirements for reasonable suspicion that an employee may be using illegal drugs or alcohol in the workplace, testing referrals, and disciplinary action.

Supervisors responsible for reasonable suspicion testing will receive training in specific physical symptoms and behaviors that may indicate prohibited drug or alcohol use.

EXHIBIT 2

CHARGES FOR SERVICES

<u>SERVICES</u>	<u>CHARGE</u>
ONGOING ADMINISTRATIVE SERVICES:	
Database management forms	Included ¹
Data entry	Included
Random selection (individual County pool)	Included
Blind sample compliance	Included
Semi-annual statistical reporting	Included
EMPLOYEE ASSISTANCE PROGRAM:	
24-hour drug abuse "Hotline"	Included
Drug Abuse Awareness booklet	Included
DRUG TESTING SERVICES:	
Overnight transport of specimen	Included
Test kits	Included
Set-up of collection sites	Included
SAMHSA certified lab analysis	Included
MEDICAL REVIEW OFFICER (MRO) SERVICES:	
Medical Review Officer (MRO)	Included
Medical Review Officer reports	Included
After-hours contact with employees	Included
Medical Review Officer referrals	Included
Blind sample compliance	Included
Expert witness testimony	Included
ALCOHOL TESTS:	
Cost per test for DOT and non-DOT employees breath alcohol testing at SMDC location	\$ 25.00
Cost per test for DOT and non-DOT employees alcohol testing at non-SMDC location (Cook Hospital)	\$ 30.00
Cost per blood alcohol tests	\$ 75.00
DRUG TESTS:	
Cost per test for DOT employees	\$ 55.00
Cost per test for non-DOT employees (5 Panel)	\$ 55.00
Cost per test for collection fee at non-SMDC location (Cook Hospital)	\$ 30.00
After hours collection fee (5:00pm-7:30am)	\$175.00

¹The cost for services indicated as "Included" is incorporated into the charges for individual tests.

EXHIBIT 3
COLLECTION SITES

Cook, MN 55723-9702
(218)666-5945
Drug & Alcohol

8. SMDC Ely
224 E. Chapman St.
Ely, MN 55731
(218)365-7900
1-888-214-6622
Drug Only

BOARD LETTER NO.14 - 519

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE CONSENT NO. 26

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Designation of the Safety &
Risk Manager to Discharge the
Duties of Interim County Mine
Inspector

FROM: Kevin Z. Gray
County Administrator

James R. Gottschald, Director
Human Resources

RELATED DEPARTMENT GOAL:

To provide effective and efficient government.

ACTION REQUESTED:

The St. Louis County Board is requested to designate the Safety and Risk Manager to discharge the duties of Interim County Mine Inspector.

BACKGROUND INFORMATION:

Minnesota Statutes §180.01 requires counties with active, inactive or idled mines to appoint a mine inspector or designate an appropriate county official to discharge the duties of a county mine inspector.

The current St. Louis County Mine Inspector has given notice of his retirement, and the County has already posted for this position in order to minimize the lag time in filling this position. The County Board is requested to designate the Safety and Risk Manager as the appropriate county official to discharge the duties of Interim County Mine Inspector and support the work of the Assistant Mine Inspectors. In this interim period, the Safety and Risk Manager will continue to oversee the operations of this function, directing the statutory work and improving the overall value this role can provide to the mining industry.

RECOMMENDATION:

It is recommended that the St. Louis County Board designate the Safety and Risk Manager as the appropriate county official to discharge the duties of Interim County Mine Inspector. It is further recommended that the County Board authorize this designation to automatically occur during future times of turnover as well.

**Designation of the Safety & Risk Manager to Discharge the Duties of
Interim County Mine Inspector**

BY COMMISSIONER _____

WHEREAS, The present County Mine Inspector has given notice of his retirement and the county has posted to fill the position; and

WHEREAS, It is the desire of the county to designate the Safety and Risk Manager as the appropriate county official to discharge the duties of Mine Inspector on an interim basis;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board designates the Safety and Risk Manager as the County Mine Inspector in St. Louis County on an interim basis, effective upon a vacancy in the position, and in the future when any such turnover vacancies occur.

BOARD LETTER NO. 14 - 520

PUBLIC SAFETY & CORRECTIONS COMMITTEE

CONSENT NO. 27

BOARD AGENDA NO.

DATE: December 16, 2014

RE: NEMESIS Consulting Services

FROM: Kevin Z. Gray
County Administrator

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:

To serve the citizens and the public safety community by providing a fast, effective emergency and non-emergency public safety information and data systems.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a contract with Angie VanDeHey, Advance! Training and Consulting, to provide system development and training services.

BACKGROUND:

NorthEastern Minnesota Enforcement Safety Information System (NEMESIS) is a collection of shared computerized criminal justice information systems. NEMESIS started with the support of the St. Louis County Board and its four participating partner jurisdictions which include Duluth, Hermantown, Proctor, and the University of Minnesota-Duluth. Each of these organizations provided financial and in-kind support in conjunction with a grant from the State of Minnesota and the Federal Department of Justice. The partner group solicited the participation of other criminal justice agencies throughout the region. This effort has been very successful and the organization now has 26 subscribing agencies and six counties participating in NEMESIS.

A key component to the success of NEMESIS is the availability of progressive, comprehensive training so users can develop the skills to fully use the system. Ms. Angie VanDeHey is a Certified Data Base Administrator and is currently under contract to provide these training services, as well as system development and documentation services. The current contract expires December 31, 2014 and the NEMESIS partners have requested a new contract be implemented to continue the service through December 31, 2015. Ms. VanDeHey will continue to provide training to new and existing users, maintain and further develop the NEMESIS website, assist in developing document templates, forms, ad hoc reports, and other duties.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract with Angie VanDeHey, Advance! Training and Consulting, for the period January 1, 2015 through December 31, 2015, not to exceed \$70,000, payable from NEMESIS Subscriber fees - Fund 150, Agency 150001, Object 629900.

NEMESIS Consulting Services

BY COMMISSIONER _____

WHEREAS, The St. Louis County Board supports the sharing of criminal justice information and systems throughout the region and in sharing the costs of providing those systems among the subscribing agencies in the region; and

WHEREAS, The NorthEastern Minnesota Enforcement Safety information System (NEMESIS) continues to be developed and implemented in support of these efforts; and

WHEREAS, Ms. Angie VanDeHey, Advance! Training and Consulting, is able to provide the training and development services needed as the NEMESIS system evolves;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes a contract with Angie VanDeHey, Advance! Training and Consulting, for the period January 1, 2015 through December 31, 2015, not to exceed \$70,000, payable from NEMESIS Subscriber fees – Fund 150, Agency 150001, Object 629900.

BOARD LETTER NO. 14 - 521

PUBLIC SAFETY & CORRECTIONS COMMITTEE

CONSENT NO. 28

BOARD AGENDA NO.

DATE: December 16, 2014

RE: Professional Services
Agreement with Kristi Louis

FROM: Kevin Z. Gray
County Administrator

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:

To enhance public safety.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a contract with Kristi Louis of Robbinsdale, MN, for the management of technology projects.

BACKGROUND:

In 2014, the Sheriff's Office contracted with Kristi Louis, Robbinsdale, MN, to manage technology projects. She attended web manager training to assist the office with work on its website, designed and implemented the online inmate roster, and worked with Criminal Justice Information Integration Network (CJIIN) to expand its use to include pre-booking forms and tow sheets. With approval of the 2015 professional services agreement, Ms. Louis will continue to manage technology projects on behalf of the Sheriff's Office to assist in moving to a bar-coded property room, continued use of CJIIN, crime mapping and tracking, and software implementation.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract with Ms. Kristi Louis, Robbinsdale, MN, to provide technology project services for the period January 1, 2015 through December 31, 2015, not to exceed \$40,000, payable from Fund 100, Agency 129003, Object 629900.

Professional Services Agreement with Kristi Louis

BY COMMISSIONER _____

WHEREAS, In 2014, the St. Louis County Sheriff's Office contracted with Kristi Louis, Robbinsdale, MN, to manage technology projects, which included creation of an inmate roster, a warrant link, and pre-booking forms and tow sheets; and

WHEREAS, The Sheriff's Office has other technology projects that need to be completed including bar coded property, crime mapping and tracking, and software implementation;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes a contract with Kristi Louis, Robbinsdale, MN, to provide technology project services for the period January 1, 2015 through December 31, 2015, not to exceed \$40,000, payable from Fund 100, Agency 129003, Object 629900.

BOARD LETTER NO. 14 - 522

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Award of Bids: Bridge Project (Hermantown), Bituminous Surfacing Projects (Cherry, Clinton, Fayal and Great Scott Townships)

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 award projects in the 2015 Construction Program.

BACKGROUND:

County staff is authorized under County Board 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 bridge project in the city of Hermantown funded with St. Louis County Local and Bridge Bond funds, and three tied milling, reclaiming, and bituminous surfacing projects in Cherry, Clinton, and Fayal Townships funded with St. Louis County State Aid funds.

A call for bids was received by the Public Works Department on December 4, 2014 for these projects in accordance with the plans and specifications on file in the office of the County Highway Engineer:

- Project:** CP 0696-185317, SAP 69-598-054, Bridge 69A21
Location: On CR 696 (St. Louis River Road) 0.7 miles west of Junction CSAH 13 (Midway Road), over West Rocky Run, length 0.077 miles
Traffic: 170
PQI: N.A.
Construction: Bridge 69A21 and Approaches
Funding: Fund 220, Agency 220334, Object 652700
Anticipated Start Date: May 18, 2015

Anticipated Completion Date: August 1, 2015
Engineer's Estimate: \$694,623.75

BIDS:

Northland Constructors of Duluth, LLC Duluth, MN	\$683,330.50 (-\$11,293.25, -1.63%)
Redstone Construction, LLC, Mora, MN	\$749,685.00
Dallco, Inc., Brook Park, MN	\$808,667.90

2. Project: CP 0016-153268/SAP 69-616-053(Low), CP 0016-207383/SAP 69-616-054 (Tied), CP 0025-207531/SAP 69-625-013 (Tied)

Location: Combined Project

Traffic: A.) CP 0016-153268 (Low) CSAH 16 (Town Line Road) from CSAH 7 to TH 53, length 4.26 miles

PQI: 1,001

Construction: 2.1

Funding: Mill Bituminous Surface, Bituminous Under Sealing and Bituminous Surface

Fund 220, Agency 220335, Object 652700

Traffic: B.) CP 0016-207383 Tied CSAH 16 (Town Line Road) from CSAH 5 to CSAH 7, length 9.83 miles

PQI: 248

Construction: 2.5

Funding: Bituminous Reclamation, Bituminous Surface and Shoulder Base Aggregate

Fund 220, Agency 220336, Object 652700

Traffic: C.) CP 0025-207531 Tied CSAH 25 from TH 37 to US 169, length 6.54 miles

PQI: 548

Construction: 2.3

Funding: Bituminous Reclamation, Mill Bituminous Surface, Bituminous Surface and Shoulder Base Aggregate

Fund 220, Agency 220337, Object 652700

Anticipated Start Date: May 18, 2015

Anticipated Completion Date: July 24, 2015

Engineer's Estimate: \$6,124,130.50

BIDS:

Northland Constructors of Duluth, LLC, Duluth, MN	\$5,244,956.55 (-\$879,173.95, -14.36%)
KGM Contractors, Inc., Angora, MN	\$5,297,294.60
Hardrives, Inc., Rogers, MN	\$5,628,773.26
Hawkinson Construction Co Inc. Grand Rapids, MN	\$5,665,021.80
Ulland Brothers, Inc., Cloquet, MN	\$5,755,605.53

RECOMMENDATION:

It is recommended that the St. Louis County Board award the bids on the above listed projects as follows:

CP 0696-185317, SAP 069-598-054, Bridge 69A21 to Northland Constructors of Duluth, LLC in the amount of \$683,330.50 payable from Fund 220, Agency 220334, Object 652700.

CP 0016-153268, SAP 069-616-053 (Low); CP 0016-207383, SAP 069-616-054 (Tied); CP 0025-207531, SAP 069-625-013 (Tied) to Northland Constructors of Duluth, LLC in the amount of \$5,244,956.55 payable from Fund 220, Agency 220335, Object 652700; Fund 220, Agency 220336, Object 652700; Fund 220, Agency 220337, Object 652700.

Award of Bids: Reconstruction of Bridge 69A21 (Hermantown)

BY COMMISSIONER _____

WHEREAS, Bids have been received electronically by St. Louis County Public Works Department for the following project:

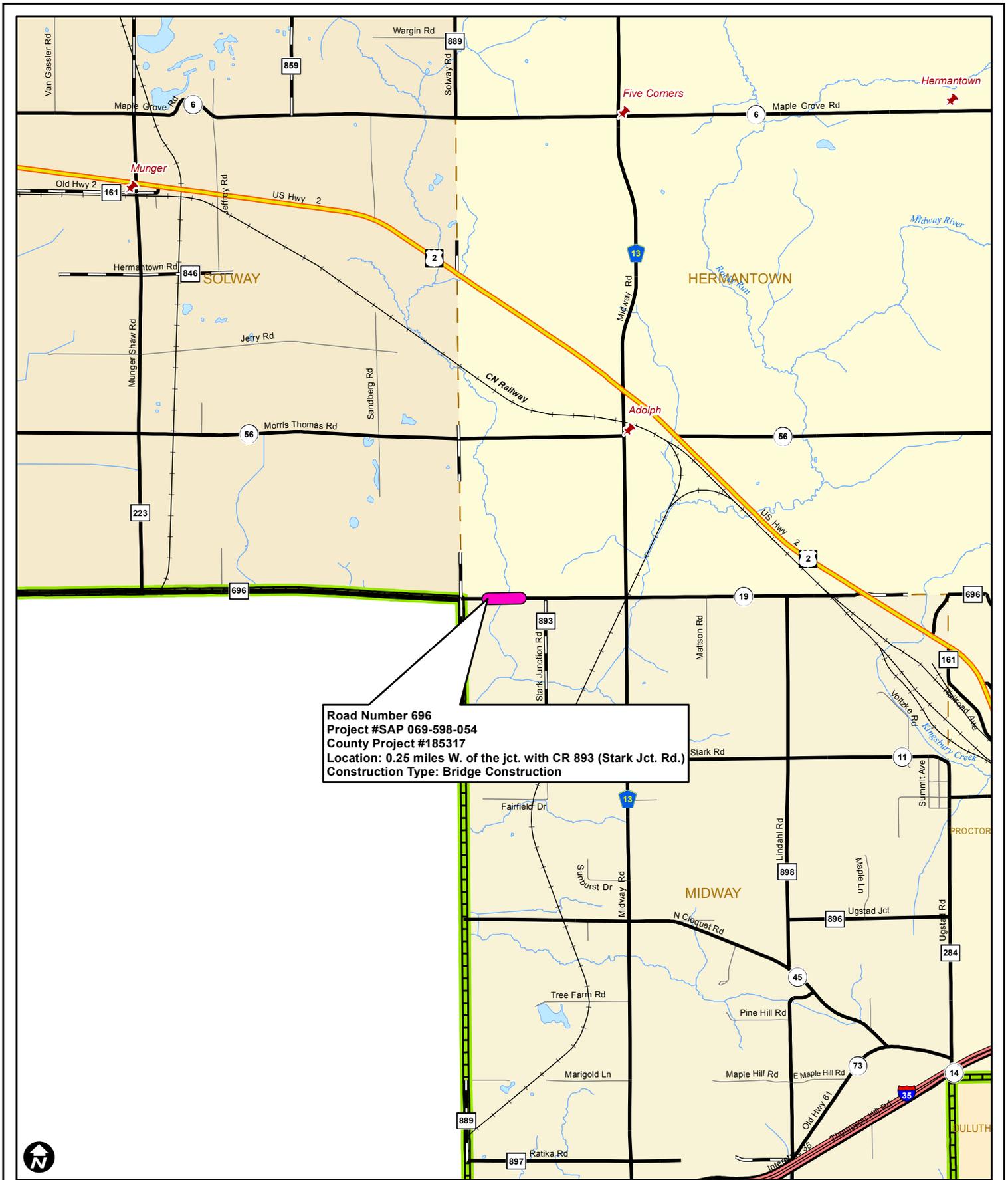
CP 0696-185317, SAP 069-598-054, Bridge 69A21 located on CR 696 (St. Louis River Road) 0.7 miles west of Junction CSAH 13 (Midway Road), over West Rocky Run, length 0.077 miles

WHEREAS, Bids were opened in the Richard H. Hansen Transportation & Public Works Complex, Duluth, MN, on December 4, 2014, and the low responsible bid determined;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the award on the above project to the low bidder:

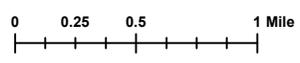
<u>LOW BIDDER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
Northland Constructors of Duluth, LLC	4843 Rice Lake Road Duluth, MN 55803	\$683,330.50

RESOLVED FURTHER, That the appropriate county officials are authorized to approve the Contractor's Performance Bonds and to execute the bonds and contract for the above listed project payable from Fund 220, Agency 220334, Object 652700.



Road Number 696
Project #SAP 069-598-054
County Project #185317
Location: 0.25 miles W. of the jct. with CR 893 (Stark Jct. Rd.)
Construction Type: Bridge Construction

St. Louis County 2015 Road & Bridge Construction



Map Components	
2015 Road & Bridge Construction	County/Unorg. Twp. Road - Paved
Bridge Construction	County/Unorg. Twp. Road - Gravel
Interstate Highway	Local Road/City Street
U.S./State Highway	Railroad
	Commissioner District
	Township Boundary
	City/Town
	Lake
	River/Stream

**Award of Bids: Milling, Reclaiming, and Bituminous Surfacing Projects
(Cherry, Clinton, and Fayal Townships)**

BY COMMISSIONER _____

WHEREAS, Bids have been received electronically by St. Louis County Public Works Department for the following project:

CP 0016-153268, SAP 069-616-053 (Low) located on CSAH 16 (Town Line Road) from CSAH 7 to TH 53, length 4.26 miles;
CP 0016-207383, SAP 069-616-054 (Tied) located on CSAH 16 (Town Line Road) from CSAH 5 to CSAH 7, length 9.83 miles;
CP 0025-207531, SAP 069-625-013 (Tied) located on CSAH 25 from TH 37 to US 169, length 6.54 miles

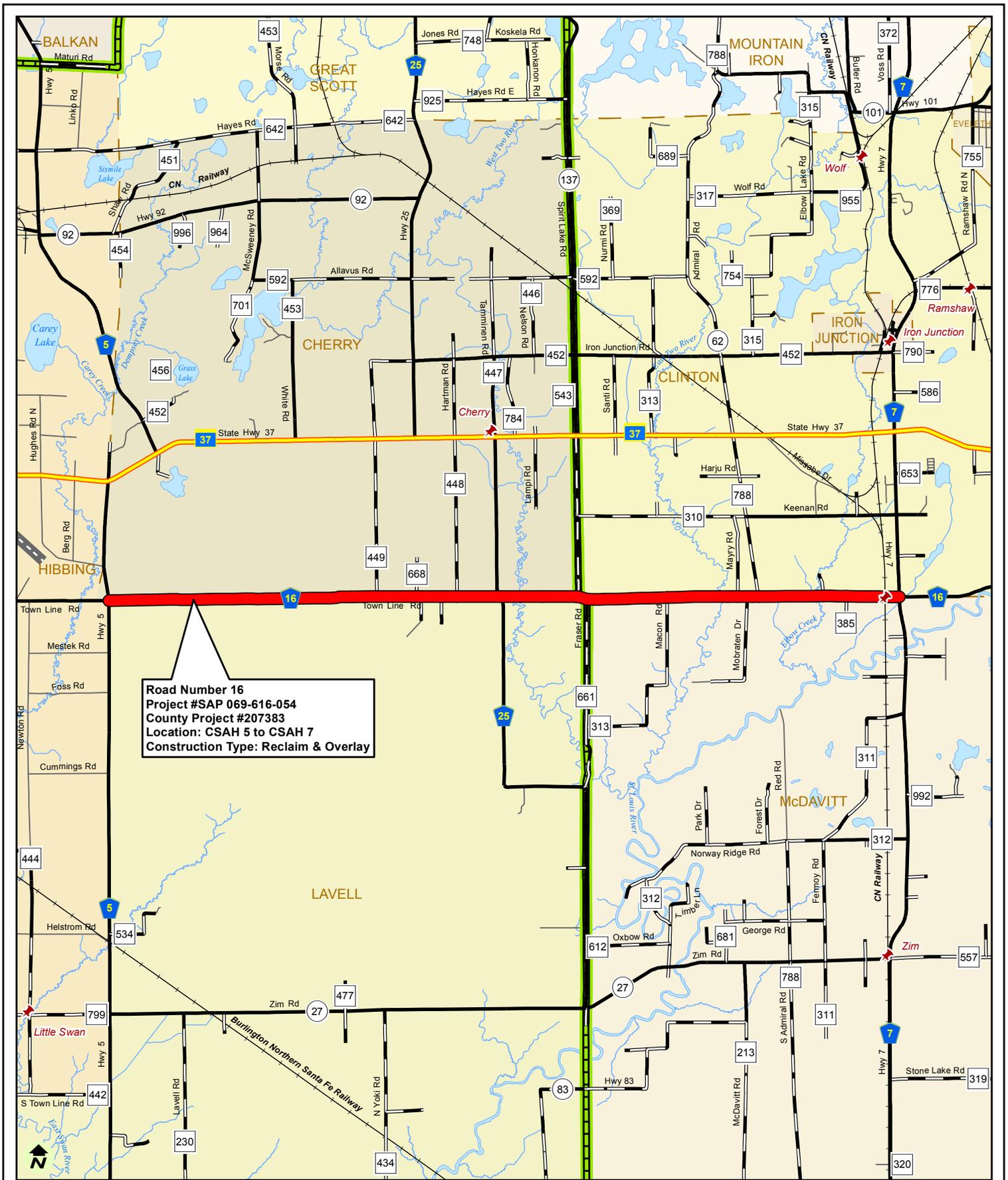
WHEREAS, Bids were opened in the Richard H. Hansen Transportation & Public Works Complex, Duluth, MN, on December 4, 2014, and the low responsible bid determined;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the award on the above project to the low bidder.

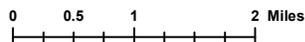
<u>LOW BIDDER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
Northland Constructors of Duluth, LLC	4843 Rice Lake Road Duluth, MN 55803	\$5,244,956.55

RESOLVED FURTHER, That the appropriate county officials are authorized to approve the Contractor's Performance Bonds and to execute the bonds and contract for the above listed project payable as follows:

CP 0016-153268 SAP 069-616-053 (Low)	Fund 220, Agency 220335, Object 652700	\$ 806,404.85
CP 0016-207383 SAP 069-616-054 (Tied)	Fund 220, Agency 220336, Object 652700	\$2,848,538.95
CP 0025-207531 SAP 069-625-013 (Tied)	Fund 220, Agency 220337, Object 652700	\$1,590,012.75

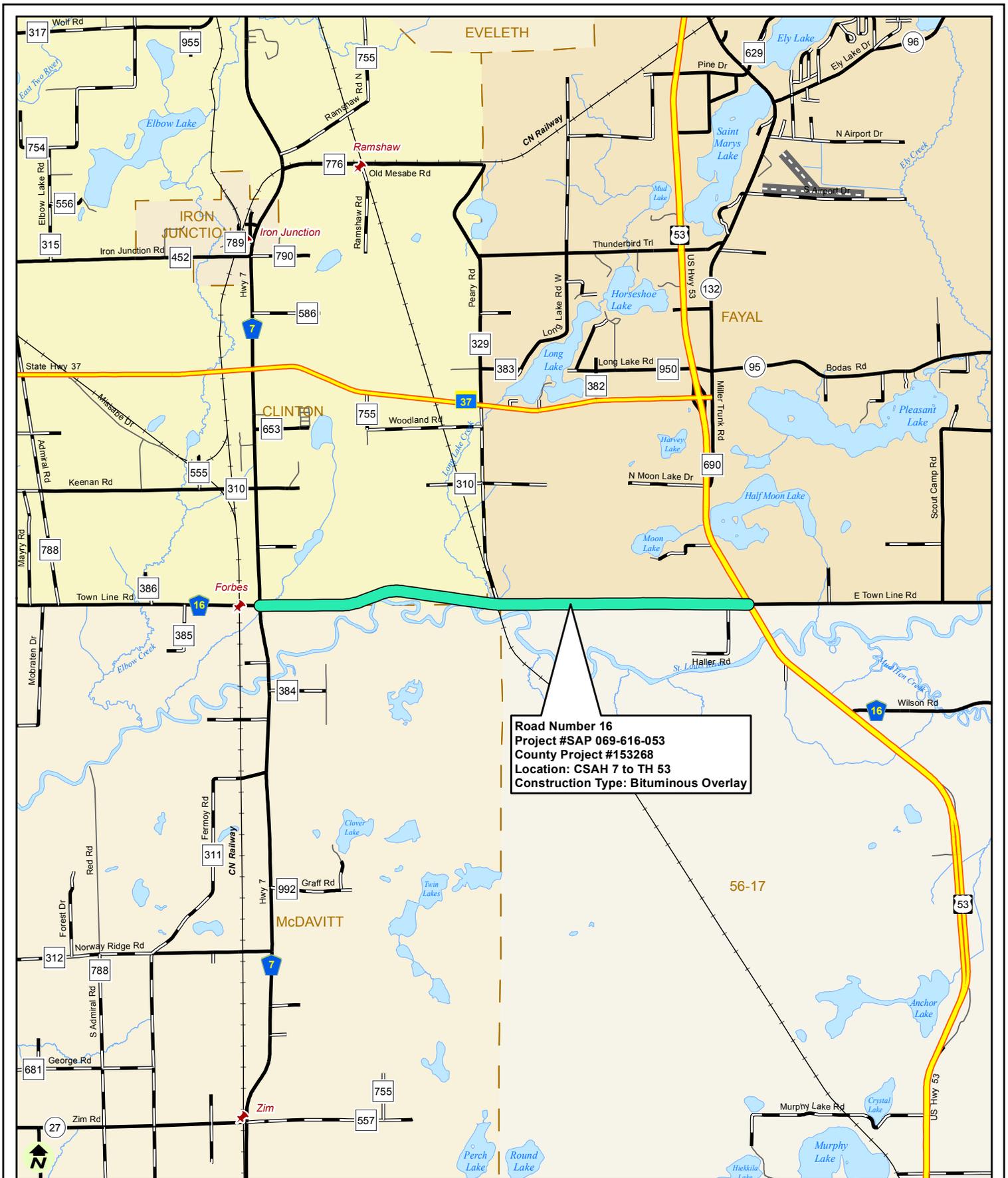


St. Louis County 2015 Road & Bridge Construction



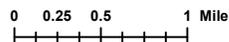
Map Components

- | | | |
|--|------------------------|-------------------|
| 2015 Road & Bridge Construction | County Road - Paved | Township Boundary |
| Reclaim & Overlay | County Road - Gravel | City/Town |
| Interstate Highway | Local Road/City Street | Lake |
| U.S./State Highway | Railroad | River/Stream |
| | Commissioner District | |

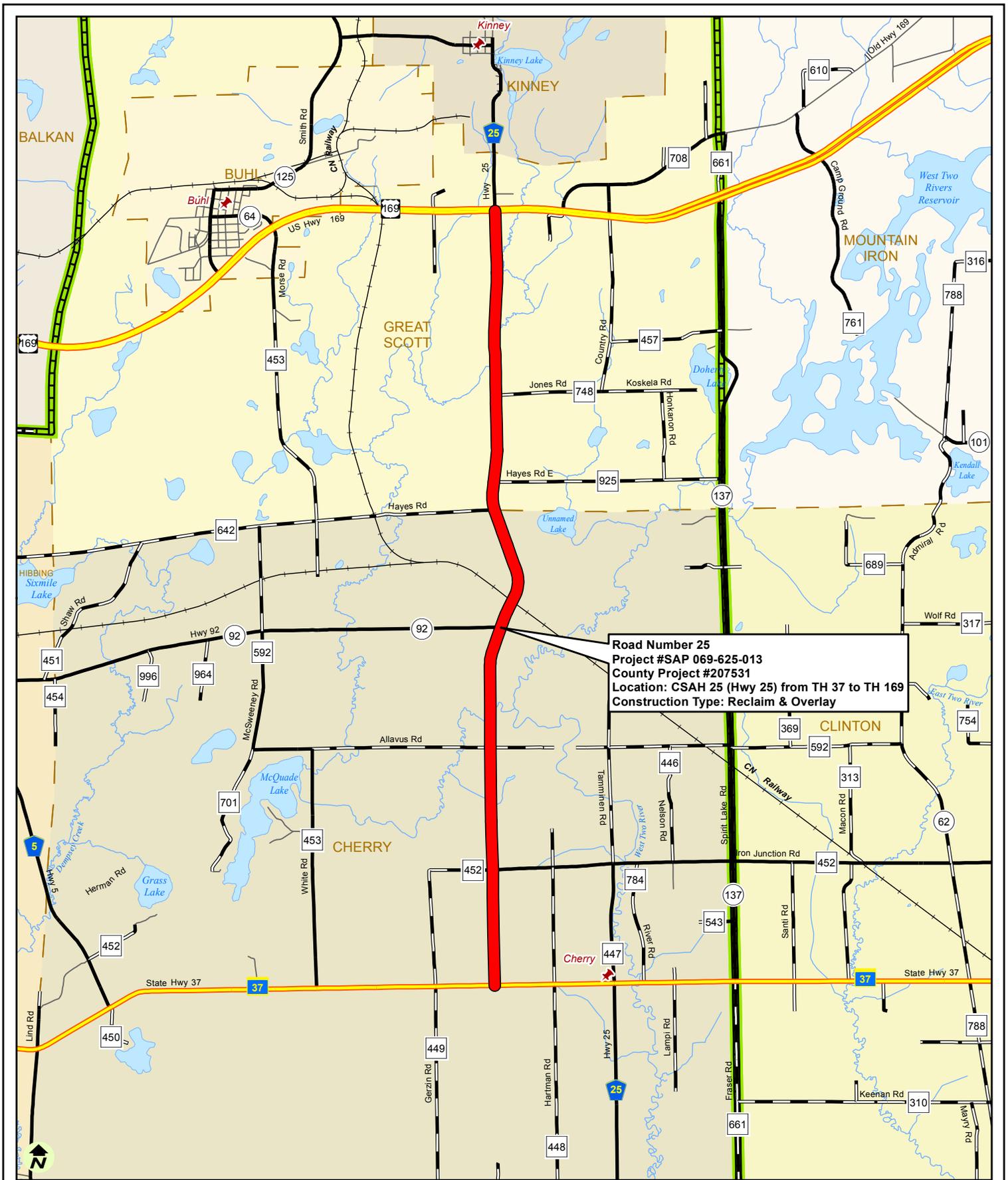


Road Number 16
Project #SAP 069-616-053
County Project #153268
Location: CSAH 7 to TH 53
Construction Type: Bituminous Overlay

St. Louis County 2015 Road & Bridge Construction

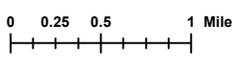


Map Components	
	County Road - Paved
	County Road - Gravel
	Interstate Highway
	U.S./State Highway
	Railroad
	Commissioner District
	Township Boundary
	City/Town
	Lake
	River/Stream



Road Number 25
Project #SAP 069-625-013
County Project #207531
Location: CSAH 25 (Hwy 25) from TH 37 to TH 169
Construction Type: Reclaim & Overlay

St. Louis County 2015 Road & Bridge Construction



Map Components	
2015 Road & Bridge Construction	County Road - Paved
Reclaim & Overlay	County Road - Gravel
Interstate Highway	Local Road/City Street
U.S./State Highway	Railroad
	Commissioner District
	Township Boundary
	City/Town
	Lake
	River/Stream

BOARD LETTER NO. 14 - 523

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 2

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** Award of Bids – Mesabi Trail
Project (Biwabik 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 award a Mesabi Trail construction project to the low bidder.

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 Mesabi Trail project in Biwabik Township. A call for bids is to be received by the St. Louis County Public Works Department on December 11, 2014, for the project in accordance with the plans and specifications on file in the Office of the County Highway Engineer:

- Project:** SP 69-090-018/CP 0000-3623
Location: South of Junction TH 135 and CSAH 20 to Biwabik, length 5.48 miles
Traffic: N.A. **PQI:** N.A.
Construction: Mesabi Trail/McKinley to Biwabik
Funding: Fund 220, Agency 220134, Object 652700
Anticipated Start Date: January 12, 2015
Anticipated Completion Date: October 15, 2015
Engineer's Estimate: \$1,605,211.10

BIDS:

Casper Construction, Inc.	\$1,484,890.00 (-\$120,321.10, -7.50%)
Grand Rapids, MN	
Mesabi Bituminous, Inc., Gilbert, MN	\$1,487,269.15
Hammerlund Construction, Inc., Grand Rapids, MN	\$1,520,000.00
Utility Systems of America, Inc., Eveleth, MN	\$1,629,012.50
KGM Contractors, Inc., Angora, MN	\$1,677,284.32

Veit & Company, Inc., Duluth, MN	\$1,767,000.00
Ulland Brothers, Inc., Cloquet, MN	\$1,919,492.00
Landwehr Construction, Inc., St. Cloud, MN	\$2,214,105.50

RECOMMENDATION:

It is recommended that the St. Louis County Board award the project to Casper Construction, Inc. of Grand Rapids, MN, for the low bid price of \$1,484,890, payable from Fund 220, Agency 220134, Object 652700.

Award of Bids – Mesabi Trail Project (Biwabik Township)

BY COMMISSIONER _____

WHEREAS, Bids have been received electronically by St. Louis County Public Works Department for the following project:

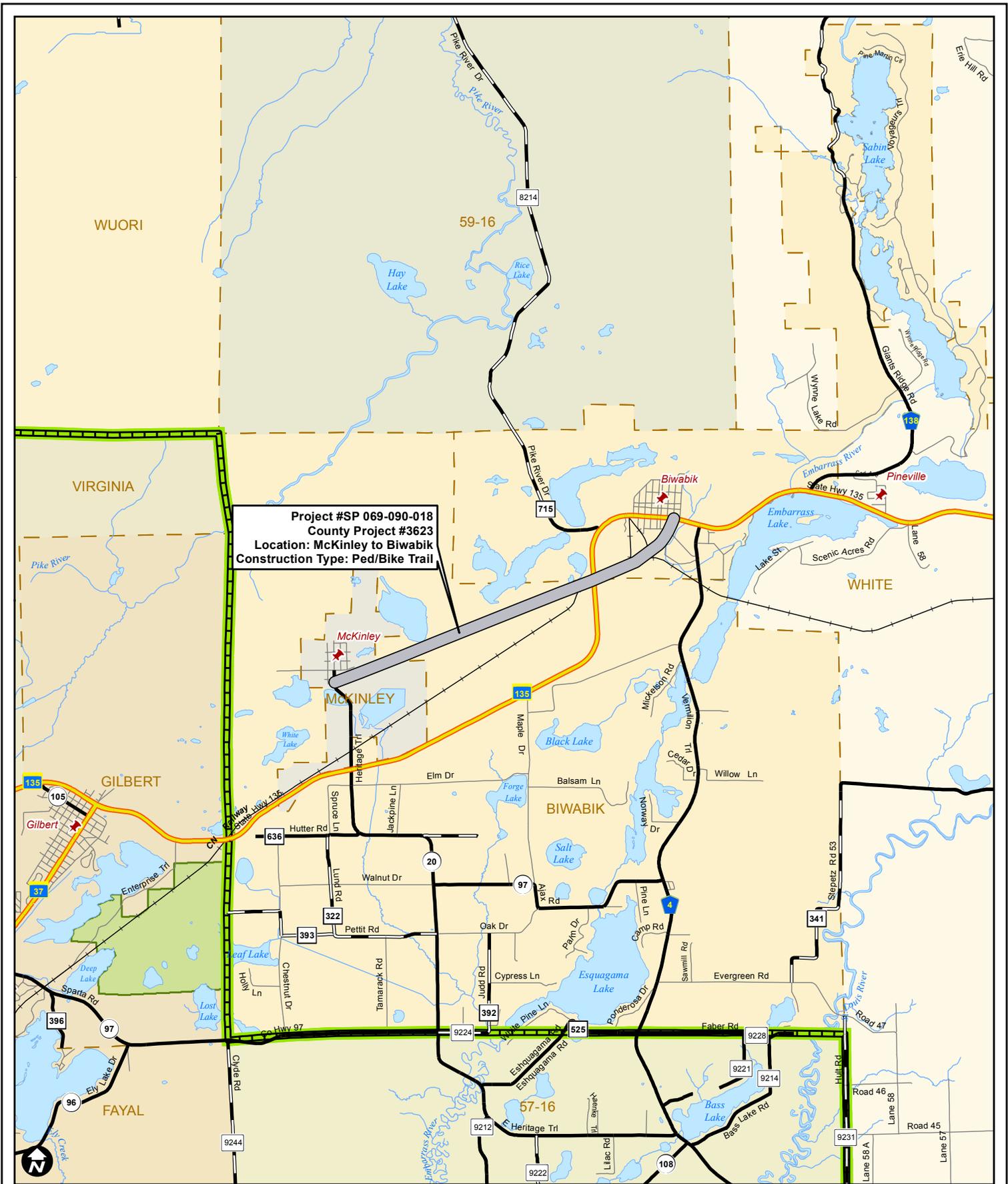
CP 0000-3623, SP 69-090-018 located South of Junction TH 135 and CSAH 20 to Biwabik, length 5.48 miles

WHEREAS, Bids were opened in the Richard H. Hansen Transportation & Public Works Complex, Duluth, MN, on December 11, 2014, and the low responsible bid determined;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the award on the above project to the low bidder:

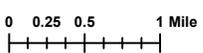
<u>LOW BIDDER</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
Casper Construction, Inc.	212 SE 10 th Street Grand Rapids, MN 55744	\$1,484,890

RESOLVED FURTHER, That the appropriate county officials are authorized to approve the Contractor's Performance Bonds and to execute the bonds and contract for the above listed project payable from Fund 220, Agency 220134, Object 652700.



Project #SP 069-090-018
County Project #3623
Location: McKinley to Biwabik
Construction Type: Ped/Bike Trail

St. Louis County 2015 Road & Bridge Construction



Map Components

- | | |
|----------------------------------|-----------------------|
| County/Unorg. Twp. Road - Paved | Township Boundary |
| County/Unorg. Twp. Road - Gravel | City/Town |
| Interstate Highway | Lake |
| U.S./State Highway | River/Stream |
| Ped/Bike Trail Construction | Commissioner District |
| Local Road/City Street | |
| Railroad | |

BOARD LETTER NO. 14 - 524

FINANCE & BUDGET COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: December 16, 2014

RE: Approval of Terms of Offering for
Issuance of Capital Improvement
Refunding Bonds, Series 2015A

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor-Treasurer

RELATED DEPARTMENT GOAL:

To provide effective, efficient government.

ACTION REQUESTED:

The St. Louis County Board is requested to approve the official terms of offering for the issuance of general obligation capital improvement refunding bonds, series 2015A.

BACKGROUND:

St. Louis County issued \$14,270,000 General Obligation Capital Improvement Bonds, Series 2001A. The issue was subsequently advance refunded in order to reduce debt service of the county in 2006 through issuance of the General Obligation Capital Improvement Crossover Refunding Bonds, Series 2006A. In order to further reduce debt service of the county, this regular refunding of the Series 2006A bonds is proposed. The Internal Finance Team met on December 11, 2014 to review the proposed debt issuance and recommends approval.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the Official Terms of Offering for the Issuance of General Obligation Capital Improvement Refunding Bonds, Series 2015A.

**RESOLUTION OF THE BOARD OF COMMISSIONERS OF ST. LOUIS
COUNTY, MINNESOTA, APPROVING OFFICIAL TERMS OF OFFERING
FOR THE ISSUANCE OF GENERAL OBLIGATION CAPITAL
IMPROVEMENT REFUNDING BONDS, SERIES 2015A**

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

Section 1. A. The 2006 Bonds. Under and pursuant to the authority contained in Minnesota Statutes, Chapter 475 (the "Act") and Section 475.67, Subdivisions 1 through 3 and 13 of the Act, the County previously issued its General Obligation Capital Improvement Crossover Refunding Bonds, Series 2006A, dated March 1, 2006 (the "2006 Bonds"), as authorized by a Resolution adopted by the Board on February 28, 2006 (the "2006 Resolution"). The 2006 Bonds were issued to refund, on an advance refunding basis, the 2010 through 2016 maturities of the County's \$14,270,000 General Obligation Capital Improvement Bonds, Series 2001, dated May 1, 2001 (the "2001 Bonds"). The outstanding 2006 Bonds maturing in 2015 and thereafter are subject to prepayment and redemption at the option of the County on December 1, 2014, and on any date thereafter.

B. Under and pursuant to the provisions of the Act and Section 475.67, Subdivisions 1 through 4 of the Act, the County is authorized to issue and sell its general obligation bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the County to be necessary or desirable for the reduction of debt service cost to the County or for the extension or adjustment of maturities in relation to the resources available for their payment.

C. The Board hereby finds and determines it is necessary and desirable, in order to extend and adjust maturities in relation to the resources available for their payment and to reduce debt service costs, that the County issue, sell and deliver its general obligation refunding bonds, as hereinafter provided, for the refunding of the 2015 and 2016 maturities of the 2006 Bonds (the "2006 Refunded Bonds"), and for payment of the costs of issuance of the Bonds, as hereinafter described.

Section 2. The Bonds. The Board hereby finds and determines it is necessary and desirable, in order to reduce debt service costs, that the County issue, sell and deliver its General Obligation Capital Improvement Refunding Bonds, Series 2015A (the "Bonds"), in the approximate amount of \$2,550,000, to provide for the refunding of the 2006 Refunded Bonds and payment of the costs of issuance of the Bonds.

Section 3. Terms of Proposal. The County's administrative staff is hereby authorized and directed to work with Springsted Incorporated, municipal advisor to the County, and Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel, to solicit proposals and arrange for the sale of the Bonds 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, the County Auditor, after consulting with the County's municipal advisor and bond counsel, is authorized to modify the Terms of Proposal prior to accepting the proposals, including but not limited to rescheduling the sale or cancelling the sale. The proposals shall be received by Springsted Incorporated until 1:00 p.m. central time on February 2, 2015, and consideration for the award of the Bonds will be by the Board at 10:30 a.m. central time on February 3, 2015.

Section 4. Repayment of Bonds. The form, specifications and provisions for repayment of the Bonds shall be set forth in a subsequent resolution of the Board.

Section 5. Consideration of Proposals. The Board shall meet on February 3, 2015, 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: December 16, 2014.

M:\DOCS\07535\00057\ROL\12Q6138.DOCX

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

\$2,550,000*

ST. LOUIS COUNTY, MINNESOTA

GENERAL OBLIGATION CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2015A

(BOOK ENTRY ONLY)

Proposals for the Bonds and the Good Faith Deposit (“Deposit”) will be received on Monday, February 2, 2015, until 1:00 P.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 10:30 A.M., Central Time, of the following day, Tuesday, February 3, 2015.

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 proposals submitted to PARITY®. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY® for purposes of submitting its electronic proposal 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 and will bear interest payable on June 1 and December 1 of each year, commencing December 1, 2015. 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	\$1,260,000
2016	\$645,000
2017	\$645,000

* *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 Bonds will not be subject to payment in advance of their respective stated maturity dates.

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 refund in advance of maturity the December 1, 2015 and December 1, 2016 maturities of the County's General Obligation Capital Improvement Crossover Refunding Bonds, Series 2006A, dated March 1, 2006.

BIDDING PARAMETERS

Proposals shall be for not less than \$2,539,163 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 \$25,500, in the form of a certified or cashier's check or a wire transfer, 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 or wire transfer. 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 2015A 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 (including the fed reference number and time released), (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.

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 March 4, 2015, 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 a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary 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 Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the County, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to an underwriter or underwriting syndicate, the County agrees that, no more than seven business days after the date of such award, it shall provide without cost to the sole underwriter or to the senior managing underwriter of the syndicate (the "Underwriter" for purposes of this paragraph) to which the Bonds are awarded up to 25 copies of the Final Official Statement. The

County designates the 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. Such Underwriter agrees that if its proposal is accepted by the County, (i) it shall accept 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 December 16, 2014

BY ORDER OF THE COUNTY BOARD

/s/ Kevin Gray
County Administrator

BOARD LETTER NO. 14 - 525

FINANCE & BUDGET COMMITTEE NO. 2

BOARD AGENDA NO.

DATE: December 16, 2014

RE: Approval of Terms of Offering for
Issuance of Capital Improvement
Refunding Bonds, Series 2015B

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor-Treasurer

RELATED DEPARTMENT GOAL:

To provide effective, efficient government.

ACTION REQUESTED:

The St. Louis County Board is requested to approve the official terms of offering for the issuance of general obligation capital improvement refunding bonds, series 2015B.

BACKGROUND:

In 2008, St. Louis County issued \$11,380,000 General Obligation Capital Improvement Bonds, Series 2008B. In order to reduce debt service of the county, this regular refunding of the Series 2008B bonds is proposed. The Internal Finance Team met on December 11, 2014 to review the proposed debt issuance and recommends approval.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the Official Terms of Offering for the Issuance of General Obligation Capital Improvement Refunding Bonds, Series 2015B.

RESOLUTION OF THE BOARD OF COMMISSIONERS OF ST. LOUIS COUNTY, MINNESOTA, APPROVING OFFICIAL TERMS OF OFFERING FOR THE ISSUANCE OF GENERAL OBLIGATION CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2015B

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

Section 1. A. The 2008 Bonds. Under and pursuant to the authority contained in Minnesota Statutes, Section 373.40 and Minnesota Statutes, Chapter 475 (the "Act"), the County previously issued its \$11,380,000 General Obligation Capital Improvement Bonds, Series 2008B, dated October 21, 2008 (the "2008 Bonds"), to finance certain capital improvements pursuant to the County's Capital Improvement Plan, and as authorized by a Resolution adopted by the Board on October 7, 2008 (the "2008 Resolution").

B. Under and pursuant to the Act and Section 475.67, Subdivisions 1 through 3 and 13 of the Act, the County is authorized to issue and sell its general obligation refunding bonds to refund obligations and the interest thereon before the due date of the obligations, if consistent with covenants made with the holders thereof, when determined by the County to be necessary or desirable for the reduction of debt service cost to the County or for the extension or adjustment of maturities in relation to the resources available for their payment.

C. The Board hereby finds and determines it is necessary and desirable, in order to reduce debt service costs, that the County issue, sell and deliver its general obligation refunding bonds, as hereinafter provided, for the refunding of the 2018 through 2023 maturities of the 2008 Bonds (the "2008 Refunded Bonds"), and for payment of the costs of issuance of the Bonds, as hereinafter described.

Section 2. The Bonds. The Board hereby finds and determines it is necessary and desirable, in order to reduce debt service costs, that the County issue, sell and deliver its General Obligation Capital Improvement Refunding Bonds, Series 2015B (the "Bonds"), in the approximate amount of \$5,640,000, to provide for the refunding of the 2008 Refunded Bonds and payment of the costs of issuance of the Bonds.

Section 3. Terms of Proposal. The County's administrative staff is hereby authorized and directed to work with Springsted Incorporated, municipal advisor to the County, and Fryberger, Buchanan, Smith & Frederick, P.A., bond counsel, to solicit proposals and arrange for the sale of the Bonds 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, the County Auditor, after consulting with the County's municipal advisor and bond counsel, is authorized to modify the Terms of Proposal prior to accepting the proposals, including but not limited to rescheduling the sale or cancelling the sale. The proposals shall be received by Springsted Incorporated until 1:00 p.m. central time on February 2, 2015, and consideration for the award of the Bonds will be by the Board at 10:30 a.m. central time on February 3, 2015.

Section 4. Repayment of Bonds. The form, specifications and provisions for repayment of the Bonds shall be set forth in a subsequent resolution of the Board.

Section 5. Consideration of Proposals. The Board shall meet on February 3, 2015, 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: December 16, 2014.

M:\DOCS\07535\000058\ROL\12R420502.DOCX

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

\$5,640,000*

ST. LOUIS COUNTY, MINNESOTA

GENERAL OBLIGATION CAPITAL IMPROVEMENT REFUNDING BONDS, SERIES 2015B

(BOOK ENTRY ONLY)

Proposals for the Bonds and the Good Faith Deposit (“Deposit”) will be received on Monday, February 2, 2015, until 1:00 P.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 10:30 A.M., Central Time, of the following day, Tuesday, February 3, 2015.

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 proposals submitted to PARITY[®]. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY[®] for purposes of submitting its electronic proposal 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

DETAILS OF THE BONDS

The Bonds will be dated as of the date of delivery and will bear interest payable on June 1 and December 1 of each year, commencing December 1, 2015. 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:

2018	\$910,000
2019	\$915,000
2020	\$930,000
2021	\$945,000
2022	\$960,000
2023	\$980,000

* *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 Bonds will not be subject to payment in advance of their respective stated maturity dates.

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 refund in advance of maturity the December 1, 2018 through December 1, 2023 maturities of the County's General Obligation Capital Improvement Bonds, Series 2008B, dated October 21, 2008.

BIDDING PARAMETERS

Proposals shall be for not less than \$5,601,930 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 \$56,400, in the form of a certified or cashier's check or a wire transfer, 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 or wire transfer. 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 2015B 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 (including the fed reference number and time released), (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.

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 March 4, 2015, 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 a Preliminary Official Statement containing pertinent information relative to the Bonds, and said Preliminary 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 Preliminary Official Statement or for any additional information prior to sale, any prospective purchaser is referred to the Municipal Advisor to the County, Springsted Incorporated, 380 Jackson Street, Suite 300, Saint Paul, Minnesota 55101, telephone (651) 223-3000.

A Final Official Statement (as that term is defined in Rule 15c2-12) will be prepared, specifying the maturity dates, principal amounts and interest rates of the Bonds, together with any other information required by law. By awarding the Bonds to an underwriter or underwriting syndicate, the County agrees that, no more than seven business days after the date of such award, it shall provide without cost to the sole underwriter or to the senior managing underwriter of the syndicate (the "Underwriter" for purposes of this paragraph) to which the Bonds are awarded up to 25 copies of the Final Official Statement. The County designates the 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. Such Underwriter agrees that if its proposal is accepted by the County, (i) it shall accept 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 December 16, 2014

BY ORDER OF THE COUNTY BOARD

/s/ Kevin Gray
County Administrator

BOARD LETTER NO. 14 - 526

FINANCE & BUDGET COMMITTEE NO. 3

BOARD AGENDA NO.

DATE: December 16, 2014

RE: Contract with Springsted, Inc., as
Municipal Advisor for Debt
Issuance

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor-Treasurer

RELATED DEPARTMENT GOAL:

To provide effective, efficient government.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize the County Auditor-Treasurer to negotiate a contract with Springsted, Inc. of St. Paul, MN, as Municipal Advisor for Debt Issuance.

BACKGROUND:

In order to reduce debt service costs of the county, the county wishes to take advantage of the current, favorable interest rate environment by refunding outstanding debt through the issuance of general obligation capital improvement refunding bonds. The services of a Municipal (financial) Advisor are required. Springsted, Inc. has previously successfully provided these services to the county. The County Auditor-Treasurer proposes to negotiate a contract with Springsted, Inc. to represent the county in the issuance of the current proposed refunding bonds.

RECOMMENDATION:

It is recommended the St. Louis County Board authorize the County Auditor-Treasurer to negotiate a contract with Springsted, Inc. of St. Paul, MN, to provide Municipal Advisor services to the county for issuance of general obligation capital improvement refunding bonds, subject to approval of the County Attorney.

Contract with Springsted, Inc., as Municipal Advisor for Debt Issuance

BY COMMISSIONER _____

WHEREAS, St. Louis County wishes to minimize its debt service costs; and

WHEREAS, The current interest rate environment is favorable for the refunding of outstanding debt; and

WHEREAS, The county has outstanding debt for which refunding will provide significant debt service savings; and

WHEREAS, The county wishes to issue general obligation capital improvement refunding bonds;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the County Auditor-Treasurer to negotiate a contract with Springsted, Inc. of St. Paul, MN, for Municipal (financial) Advisor services for issuance of general obligation capital improvement refunding bonds, subject to approval of the County Attorney.

BOARD LETTER NO. 14 - 527

FINANCE & BUDGET COMMITTEE NO. 4

BOARD AGENDA NO.

DATE: December 16, 2014 **RE:** East Range Clinic Demolition
Project – City of Virginia

FROM: Kevin Z. Gray
County Administrator

Barbara Hayden, Director
Planning and Community Development

RELATED DEPARTMENT GOALS:

Assist communities in achieving housing, economic development and community development objectives. Secure and administer federal, state and other funding which implement county policies and maximize local resources.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a grant of \$114,173.97 to the City of Virginia for demolition, clearance, and preparation of the former East Range Clinic site. The cleared and prepared site will be developed as a car dealership by a local company. The grant funding would come from Economic Development – Minnesota Investment Fund (MIF) Repayments.

BACKGROUND:

The City of Virginia obtained the former East Range Clinic site when it was vacated after construction of the new Essentia Health Clinic site on the Virginia Hospital campus. The East Range Clinic site has remained vacant for a number of years and previous attempts to reuse the facility have not proven feasible.

The cleared and prepared site will be sold to K. Waschke Properties, LLC and developed as a Chrysler dealership. The Waschke enterprise currently operates General Motors (GM) dealerships in Virginia, Cook, and International Falls. The GM dealership in Virginia is across the street from the proposed Chrysler dealership site. Development cost for the dealership is projected at greater than \$1 million.

The city has committed to the demolition and clearance costs along with conveyance of the site to Waschke Properties. The cost for demolition, clearance, and site preparation is approximately \$500,000, and the project is currently underway. The city received a \$200,000 Commercial Redevelopment Program grant from the Iron Range Resources and Rehabilitation Board (IRRRB) and must cover the remaining cost from city resources. Enclosed is a copy of the Commercial Redevelopment Grant Program application submitted to the IRRRB that includes the development agreement with K. Waschke Properties, LLC.

St. Louis County has a current balance of \$114,173.97 in the Economic Development Fund – Minnesota Investment Fund (MIF) repayment account (Fund 1786). These funds must be used in accordance with state MIF program requirements. The City of Virginia's request meets those requirements.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a \$114,173.97 Economic Development Fund/Minnesota Investment Fund grant to the City of Virginia for the demolition of the former East Range Clinic in Virginia, payable from County Fund 176, Agency 176001.

East Range Clinic Demolition Project – City of Virginia

BY COMMISSIONER _____

WHEREAS, The City of Virginia has requested \$114,173.97 from St. Louis County for the East Range Clinic Demolition Project; and

WHEREAS, The St. Louis County funding will aid demolition, clearance, and site preparation to allow development of a new business entity on the site, jobs creation, and expanded city and county tax base; and

WHEREAS, The project is consistent with the development strategy for the City of Virginia; and

WHEREAS, St. Louis County has \$114,173.97 in Economic Development Funds - Minnesota Investment Fund (MIF) repayments available for the project, and the project meets the requirements of the MIF program;

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes a grant of \$114,173.97 from Economic Development Funds - MIF repayments to the City of Virginia and authorizes the appropriate county officials to execute the grant agreement on behalf of the county, along with all the necessary documents related thereto;

RESOLVED FURTHER, That funds be paid from County Fund 176, Agency 176001.

Application

Date submitted: August 15, 2014
City or township: City of Virginia
327 First Street South
Address: Virginia MN 55792
City State Zip Code
Contact person: John Tourville
Title: City Administrator
Phone: 218-749-3562
Office Cell
Email: johnl@virginiamn.us

Project narrative:
Attach on a separate sheet.

Check all that apply:

- Publicly owned
- Industrial
- Commercial
- Brownfield

Does a redevelopment proposal for this site exist? Yes No

Describe:

The property will be developed by K. Waschke Properties, LLC. Their intent is to add to their existing automobile business by developing a Chrysler Corporation Dealership on the site.

Signature(s):

I confirm that to the best of my knowledge, all statements made and information provided for this application are true and correct:

Organization City of Virginia
By [Signature] City Administrator 6/25/14
Authorized Representative (1) Title Date
Authorized Representative (2) Title Date

NARRATIVE

The City of Virginia is requesting a \$400,000 IRRRB Commercial Redevelopment grant to help defray the cost of demolishing the old East Range Clinic Building located at the corner of 6th Avenue West and 9th Street North in Virginia (See attached site map). The building has been vacant for a number of years and attempts to reuse the building have proven to be not economically feasible. The estimated cost for the demolition of the building is \$655,760 (See attached cost estimate); in addition to the demolition cost there will be approximately \$64,400 for engineering and environmental work. The City of Virginia will be responsible for the balance of the project cost over and above any IRRRB funding. Work to be done at the site includes a Phase 1 environmental review, a hazardous waste survey, building demolition and site restoration.

Upon completion of the demolition project the City of Virginia plans to sell the property to a private developer. The private developer, K. Waschke Properties, LLC, plans to expand their existing automobile business to this site. The business expansion consists of the development of a Chrysler Dealership at an estimated cost of over \$1,000,000 (See attached development agreement).

ATTACHMENT I

COST ESTIMATE



DEMOLITION and RECLAMATION INC.

Biwabik, Minnesota 55708 (218)290-5971

Date: 04-28-2014

John Tourville
City of Virginia
Virginia, Minnesota 55792

Dear John,

Upon initial inspection of the East Range Clinic building scheduled for complete demolition, I have arrived at an estimated cost of 655,760.00 USD. This cost would include demolition and removal of debris. As no definite location has been determined for disposal costs for tipping fees and abatement have been estimated. Thank you very much for inviting us to bid your demolition requirements and we look forward to doing business with you and the city of Virginia. Please feel free to contact me with any questions, comments or concerns pertaining to this, or any other demolition projects.

Demolition and removal of debris, East Range Clinic Building

\$655,760.00

Sincerely,
Mark Sutich
Pike River DemRec, Inc.
mssutich@yahoo.com
218-290-5971 mobile
218-741-5472 fax

ATTACHMENT II

DEVELOPMENT AGREEMENT

DEVELOPMENT AGREEMENT

THIS AGREEMENT, made as of the 24 day of June, 2014 by and between the City of Virginia, a municipal corporation organized and existing under the laws of Minnesota, (hereinafter referred to as "City", K. Waschke Properties, LLC (hereinafter referred to as the "Developer").

RECITALS

WHEREAS, the Developer is proposing to develop a parcel real estate within the City of Virginia to provide for business of auto sales and service;

WHEREAS, the City has determined that the expansion of an auto sales and service business through Chrysler Corporation by Developer is consistent with the goals of the City;

WHEREAS, the Developer has requested City acquire certain real estate described in Exhibit A, hereinafter referred to as the Site, and make certain improvements to the Site to allow for expansion and construction;

WHEREAS, the City believes that the construction of one or more buildings to allow for the development and expansion of auto sales and service at the Site is in the best interest of the City;

WHEREAS, the City has entered into a Purchase Agreement to acquire the Site. When the City completes the Acquisition and Improvement of the Site, it will convey the Site to K. Waschke Properties, LLC;

WHEREAS, subject to the City's completion of the Acquisition and Improvements and approval of the Site by Chrysler Corporation, the Developer represents that it will have all the financing necessary to complete its obligations for the project.

NOW, THEREFORE, in consideration of the project and the mutual obligations of the parties hereto, each of the parties hereby does covenant and agree with the other as follows:

**ARTICLE I
CONDITIONS PRECEDENT; OBLIGATIONS OF CITY**

1. City agrees to use its best efforts to complete the following Acquisition and Improvements:
 - a. Complete the acquisition of the Site;
 - b. Lease the Site to Developer to provide for temporary placement of an auto dealership pending Improvements to the Site;
 - c. Survey the Site;
 - d. Test for, and as necessary, make the site free of environmental issues;
 - e. Seek funding through the Iron Range Resources and Rehabilitation Board (IRRRB) for the Site Demolition;
 - f. Transfer the Site to Developer for nominal consideration;

- g. Seek funding through the Iron Range Resources and Rehabilitation Board (IRRRB) for Site Infrastructure and Improvements;
2. City agrees that this Development Agreement is contingent upon the City completing the Acquisition and Improvements set forth herein and Chrysler Corporation approving of the Site for the proposed expansion.
 3. City shall use its best efforts to obtain permits, licenses and approvals in a timely manner to allow for Acquisition and Improvements as set forth herein. All requirements are subject to state, local and federal laws.
 4. Concerning the survey and environmental testing, the City agrees to provide to Developer with copies of all tests, inspections and investigations. Developer's obligations herein are subject to Developer's approval of said test, inspections, survey and investigations, within Developer's sole discretion.
 5. The City will use its best efforts to obtain a grant from IRRRB to cover 2/3 of the cost to demolish the existing buildings on the Site. The remaining 1/3 of the cost of demolition will be paid for by the City. Developer's obligations herein are subject to completion of the demolition of all structures on the Site at no cost to Developer.
 6. Immediately upon transfer of the Site to Developer, City will in good faith cooperate with the Developer to request from the Iron Range Resources & Rehabilitation Board (IRRRB) on behalf of Developer; reimbursement for such site and infrastructure improvement as qualifies under an IRRRB grant program.
 7. City shall assist in necessary permitting to allow construction of one or more buildings on Site.
 8. The zoning of the property described in Exhibit A allows the use described herein.

**ARTICLE II
OBLIGATIONS OF DEVELOPER**

1. Subject approval by Chrysler Corporation and completion of the City's Obligations set forth herein, Developer agrees to construct at least one building, consisting of not less than ten thousand (10,000) square feet, at a cost, including soft costs and equipping of the facility, of not less than ONE MILLION AND NO/100ths DOLLARS (\$1,000,000.00).
2. Developer agrees to provide the City with necessary and reasonable information requested relating to the proposed expansion.
3. Developer has eighteen (18) months from the time a building permit is granted by the City of Virginia to complete the project. If it is not completed within the time provided, and the City of Virginia does not grant an extension, the real estate described in Exhibit A should revert back to the City. The time provided for herein shall be extended if delay is caused by an Act of God, Force Majeure, strike or other event beyond the control of Developer.

4. Upon completion of construction in accordance with this Agreement, and upon written request made by the Developer, the City will furnish the Developer with a Certificate of Completion. Compliance by the Developer with all the terms of this Agreement shall be a condition precedent to the issuance of the Certificate of Completion. Such Certificate of Completion shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the obligations of the Developer to develop the Site.

ARTICLE III TITLE AND CONVEYANCE

1. Title Examination.

- (a) Title Documents. The City shall deliver to the Developer whatever title documents it has in its possession, if any, for the Site; including an abstract or registered property abstract, without being updated. It will be the Developer's responsibility, if it so desires, to update said title documents at its sole expense as soon as they are received from the City. In the event the City has no title documents, Developer agrees to, at its sole expense, cause title examination documents to be prepared for its review.

- (b) Title Examination. If the City is able to produce title documentation, or if Developer causes preparation of title documentation, Developer shall be allowed ten (10) days after return of updated title documents to complete title examination and make any written, title objections; otherwise, Developer waives its right to make any objections with respect to the marketability of the title to the Site.

- (c) Marketable Title. The City assumes no responsibility regarding the marketability of the title to the Site, and the City shall not be liable to the Developer for any defects therein; provided, however, that the City agrees to take no action to cause its interest in the Site to be encumbered prior to the conveyance of the Site to the Developer under this Section. The City agrees to assist the Developer in curing any defects in the title to the Site, all costs of which shall be paid by the Developer. If the Developer determines in its sole discretion that it is unable or unwilling to acquire the Site due to the state of the title of the Site, then Developer may, upon ten (10) days' notice to the City, terminate this Agreement.

2. Conveyance. Upon review and subject to approval by Developer of the title to the Site and completion of the Acquisition and Improvements described herein, to Developer's sole satisfaction, the City shall convey to the Developer by quit claim deed all interests of the City in the Site. The City's obligation to convey the Site shall be contingent on the Developer being in material compliance with all the terms and provisions of this Agreement on the date of Closing.

ARTICLE IV EVENTS OF DEFAULT

1. Events of Default Defined. The following are events of default under this Agreement:

- a. Failure of the City to perform its obligations under this Agreement.
 - b. Failure of the Developer to perform its obligations under this Agreement.

2. Remedies on Default. Wherever an event of default occurs and remains uncured, the City or the Developer may immediately suspend its performance under this Agreement and may take any one or more of the following actions after giving thirty (30) days' written notice to the other party, but only if the Event of Default has not been cured within said thirty (30) days
- a. Suspend its performance under this Agreement until it receives assurances from the other party, deemed adequate that the other party will cure its default and continue its performance under this Agreement.
 - b. Cancel and rescind this Agreement.
 - c. Take whatever action, including legal or administrative action, which may appear necessary or desirable to compensate for damages or to enforce performance under this Agreement, provided that abandonment of the project by Developer prior to Site Infrastructure and Improvements will be without penalty.

**ARTICLE V
OTHER PROVISIONS**

1. Notices and Demands. A notice, demand or other communication under this Agreement by any party to any other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, overnight delivery, or delivered personally to:

To Developer: K. Waschke Properties, LLC
 ATTN: Kerry A. Waschke-Collie
 501 9th Street North
 Virginia, MN 55792

 K. Waschke Properties, LLC
 ATTN: Kenneth D. Waschke
 501 9th Street North
 Virginia, MN 55792

With copies to: Cope & Peterson, Ltd.
 ATTN: Alicia L. Cope
 415 First Street South
 Virginia, MN 55792

To City: City of Virginia
 Attn: John Tourville, City Administrator
 327 1st Street South
 Virginia, MN 55792

With copies to: Thomas Butorac, City Attorney
 City of Virginia
 327 1st Street South
 Virginia, MN 55792

EXHIBIT A

LEGAL DESCRIPTION

Real property in St. Louis County, Minnesota, described as follows:

The following described land situated in the County of St. Louis and State of Minnesota, to-wit: That part of Blocks 1, 2, 5 and 6 and the vacated Eighth Street North and Fifth Avenue West right of ways of Great North Addition to Virginia EXCEPT Lots 21, through 28, Block 1, Great North Addition to Virginia, described as follows:

Beginning at the Northwest corner of Lot 18 of said Block 6; thence South 03 degrees 35 minutes 41 seconds East along the East right of way line Sixth Avenue West 53.74 feet; thence North 86 degrees 23 minutes 26 seconds East 53.00 feet; thence North 03 degrees 36 minutes 34 seconds West 9.13 feet; thence North 86 degrees 23 minutes 26 seconds East 67.00 feet; thence North 03 degrees 35 minutes 41 seconds West 40.00 feet; thence North 88 degrees 35 minutes 19 seconds East 83.00 feet; thence North 82 degrees 45 minutes 09 seconds East 121.38 feet; thence North 88 degrees 35 minutes 19 seconds East 112.00 feet; thence North 73 degrees 44 minutes 19 seconds East 56.07 feet; thence North 88 degrees 35 minutes 19 seconds East 108.93 feet; thence North 01 degrees 24 minutes 41 seconds West 21.58 feet; thence North 69 degrees 48 minutes 40 seconds East 103.29 feet; thence North 01 degrees 24 minutes 41 seconds West 39.19 feet to the South right of way line of State Highway No. 135; thence Westerly 114.65 feet along said right of way along a non-tangent curve the center of circle of which bears South 05 degrees 48 minutes 17 seconds West, a radius of 1080.92 feet and a central angle of 06 degrees 04 minutes 38 seconds; thence South 01 degrees 24 minutes 24 seconds East 3.09 feet along the East lot line of Lot 41, Block 1, Great Northern Addition to Virginia to a point on the East line of said Block 1, 60 feet North of the Southeast corner of said block; thence South 66 degrees 47 minutes 14 seconds West 161.51 feet to the Southwest corner of Lot 36, Block 1, Great Northern Addition to Virginia; thence South 1 degree 24 minutes 41 seconds East 33.00 feet to the centerline of the vacated Eighth Street North; thence South 88 degrees 35 minutes 19 seconds West along said centerline 433.78 feet to the East right of way of Sixth Avenue West; thence South 03 degrees 35 minutes 41 seconds East along said right of way 33.02 feet to the point of beginning.

And

The following described land situated in the County of St. Louis and State of Minnesota, to-wit: Lots 29 to 41 inclusive, in Block 1, Great Northern Addition to Virginia, EXCEPT Lots 1 to 14 inclusive, Block 1, Great Northern Addition to Virginia, EXCLUDING AND EXCEPTING therefrom all that part of Lots 36 to 41 inclusive, of said Block 1, lying south of a straight line extending from the southwest corner of said Lot 36, to a point on the east line of said Block 1, 60 feet north of the southeast corner of said block.

And

The following described land situated in the County of St. Louis and State of Minnesota, to-wit:

That part of Lots 23 through 28, Block 1, Great Northern Addition to Virginia contained within the following.

Beginning at the Northwest corner of Lot 18 of said Block 6; thence South 03 degrees 35 minutes 41 seconds East along the East right of way line Sixth Avenue West 53.74 feet; thence North 86 degrees 23 minutes 26 seconds East 53.00 feet; thence North 03 degrees 36 minutes 34 seconds West 9.13 feet; thence North 86 degrees 23 minutes 26 seconds East 67.00 feet; thence North 03 degrees 35 minutes 41 seconds West 40.00 feet; thence North 88 degrees 35 minutes 19 seconds East 83.00 feet; thence North 82 degrees 45 minutes 09 seconds East 121.38 feet; thence North 88 degrees 35 minutes 19 seconds East 112.00 feet; thence North 73 degrees 44 minutes 19 seconds East 56.07 feet; thence North 88 degrees 35 minutes 19 seconds East 108.93 feet; thence North 01 degrees 24 minutes 41 seconds West 21.58 feet; thence North 69 degrees 48 minutes 40 seconds East 103.29 feet; thence North 01 degrees 24 minutes 41 seconds West 39.19 feet to the South right of way line of State Highway No. 135; thence Westerly 114.65 feet along said right of way along a non-tangential curve the center of circle of which bears South 05 degrees 48 minutes 17 seconds West, a radius of 1080.92 feet and a central angle of 06 degrees 04 minutes 38 seconds; thence South 01 degrees 24 minutes 24 seconds East 3.09 feet along the East lot line of Lot 41, Block 1, Great Northern Addition to Virginia to a point on the East line of said Block 1, 60 feet North of the Southeast corner of said block; thence South 66 degrees 47 minutes 14 seconds West 161.51 feet to the Southwest corner of Lot 36, Block 1, Great Northern Addition to Virginia; thence South 01 degrees 24 minutes 41 seconds East 33.00 feet to the centerline of the vacated Eighth Street North; thence South 88 degrees 35 minutes 19 seconds West along said centerline 433.78 feet to the East right of way of Sixth Avenue West; thence South 03 degrees 35 minutes 41 seconds East along said right of way 33.02 feet to the point of beginning.

And

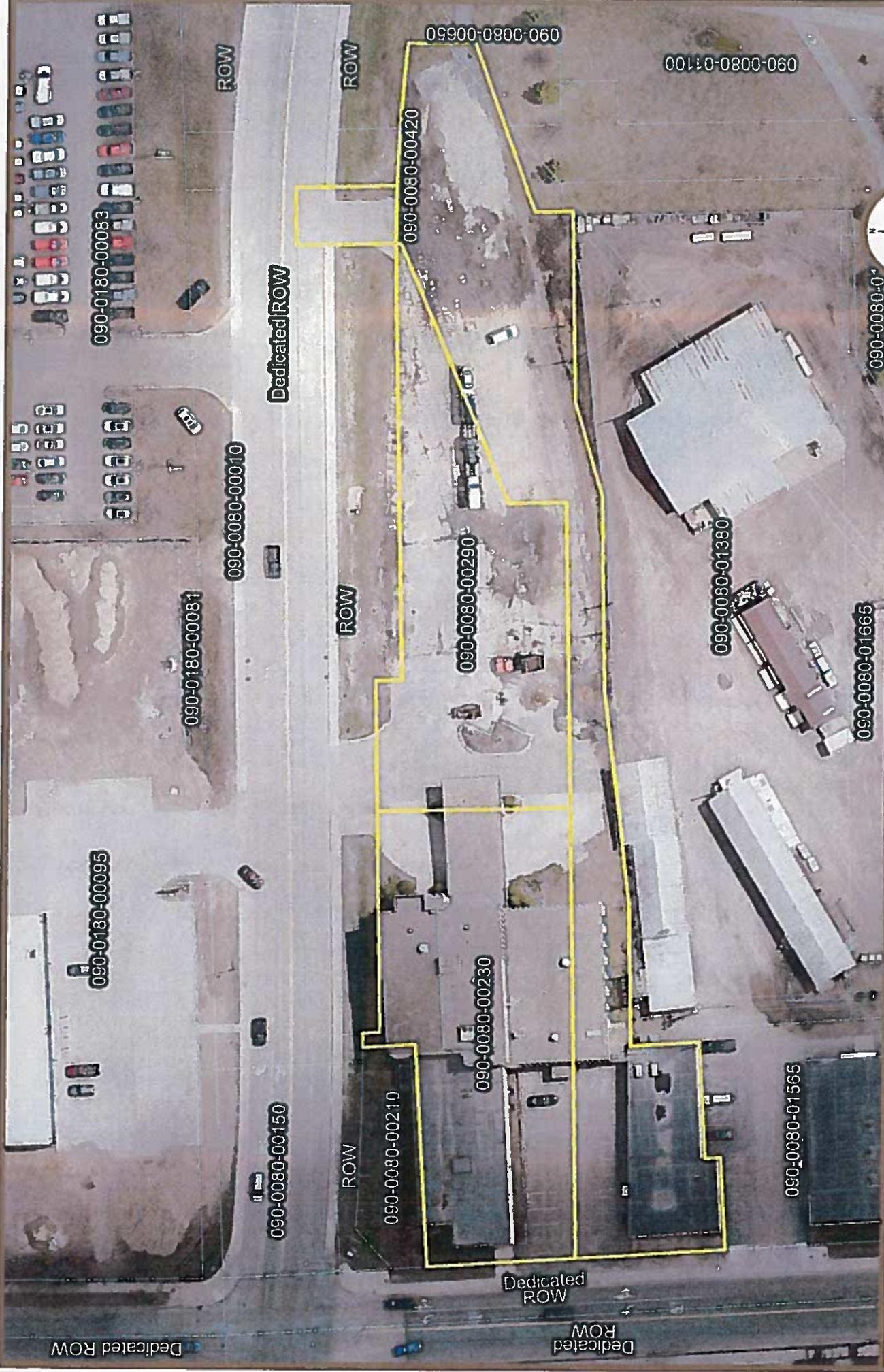
The following described land situated in the County of St. Louis and State of Minnesota, to-wit: That part of Lots 21 and 22, Block 1, Great Northern Addition to Virginia contained within the following:

Beginning at the Northwest corner of Lot 18 of said Block 6; thence South 03 degrees 35 minutes 41 seconds East along the East right of way line Sixth Avenue West 53.74 feet; thence North 86 degrees 23 minutes 26 seconds East 53.00 feet; thence North 03 degrees 36 minutes 34 seconds West 9.13 feet; thence North 86 degrees 23 minutes 26 seconds East 67.00 feet; thence North 03 degrees 35 minutes 41 seconds West 40.00 feet; thence North 88 degrees 35 minutes 19 seconds East 83.00 feet; thence North 82 degrees 45 minutes 09 seconds East 121.38 feet; thence North 88 degrees 35 minutes 19 seconds East 112.00 feet; thence North 73 degrees 44 minutes 19 seconds East 56.07 feet; thence North 88 degrees 35 minutes 19 seconds East 108.93 feet; thence North 01 degrees 24 minutes 41 seconds West 21.58 feet; thence North 69 degrees 48 minutes 40 seconds East 103.29 feet; thence North 01 degrees 24 minutes 41 seconds West 39.19 feet to the South right of way line of State Highway No. 135; thence Westerly 114.65 feet along said right of way along a non-tangential curve the center of circle of which bears South 05 degrees 48 minutes 17 seconds West, a radius of 1080.92 feet and a central angle of 06 degrees 04 minutes 38 seconds; thence South 01 degrees 24 minutes 24 seconds East 3.09 feet along the East lot line of Lot 41, Block 1, Great Northern Addition to Virginia to a point on the East line of said Block 1, 60 feet North of the Southeast corner of said block; thence South 66 degrees 47

minutes 14 seconds West 161.51 feet to the Southwest corner of Lot 36, Block 1, Great Northern Addition to Virginia; thence South 01 degrees 24 minutes 41 seconds East 33.00 feet to the centerline of the vacated Eighth Street North; thence South 88 degrees 35 minutes 19 seconds West along said centerline 433.78 feet to the East right of way of Sixth Avenue West; thence South 03 degrees 35 minutes 41 seconds East along said right of way 33.02 feet to the point of beginning.

And

The following described land situated in the County of St. Louis and State of Minnesota, to-wit: Lots 1 to 14 inclusive, and Lots 29 to 41, inclusive in Block 1, Great Northern Addition to Virginia.




0 0.0035 0.007 0.014 0.021 Miles



© Copyright St. Louis County All Rights Reserved

East Range Clinic Demolition Project

Site Map



Prepared By: Planning & Development
Enterprise GIS Division
(314) 725-5000
www.stlouiscountymn.gov

Team Credits: Planning, Land, Public Works, 911

Source: St. Louis County, DNR

Map Created: 12/2/2014

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

31, 2014, the supervisor's pay upon promotion shall not be less than step 5 of the highest paid subordinate class reporting directly to the supervisor as of the effective date of the supervisor's promotion. Receiving two steps and being paid not less than step 5 of the highest paid subordinate class upon promotion is consistent with how pay is administered for civil service employees (which constitutes the majority of county employees).

Employees hired on and after January 1, 2015 are subject to revised personal and sick leave benefits as follows: 2 days of personal leave will be granted annually instead of 4; the sick leave accrual after 13 months of service will be increased from 3.5 to 4.0 hours per pay period. 4.0 hours of sick leave per pay period now serves as the maximum sick leave accrual for employees hired January 1, 2015 and after (rather than the 5.25 hours that was previously provided for); the maximum sick leave accumulation is reduced from 1,900 to 1,350 hours and the maximum number of sick leave hours eligible for payout upon retirement is reduced from 1,900 to 1,150 hours.

The 2012-2014 collective bargaining agreement provides for Long-Term Disability benefits with a 70% Employer paid premium contribution effective February 1, 2015. Both parties have 180 days from the date the 2012-2014 contract is approved to notify the other party of its desire to modify or terminate the agreement. Finally, one FTE will be reallocated from the Accounting Supervisor classification to the Administrative Assistant I classification retroactive to December 14, 2013.

RECOMMENDATION:

It is recommended that the St. Louis County Board ratify the 2012-2014 Merit System Supervisory Unit collective bargaining agreement and authorize the appropriate county officials to execute a written agreement consistent with negotiations.

Merit System Supervisory Agreement: 2012 - 2014

BY COMMISSIONER _____

RESOLVED, That the 2012-2014 Merit System Supervisory contract is ratified and the appropriate county officials are authorized to execute the Collective Bargaining Unit Agreement, a copy of which is on file in County Board File No. _____.

Committee Vacancy Appointments to the CDBG Citizen Advisory Committee

BY COMMISSIONER: _____

WHEREAS, The St. Louis County Board appoints citizens to serve on the Community Development Block Grant (CDBG) Citizen Advisory Committee; and

WHEREAS, There are two vacancies on the CDBG Citizen Advisory Committee; and

WHEREAS, Three individuals have applied for the vacancies on the committee:

One Vacancy Rice Lake Township
Applicant: John Werner (recommended by the Rice Lake Town Board)

One Vacancy At-Large Representative
Applicants: Timothy Peterson and Kirsten Reichel

THEREFORE, BE IT RESOLVED, The St. Louis County Board hereby appoints the following individuals to the CDBG Citizen Advisory Committee with a term ending April 30, 2017:

_____ Rice Lake Township Representative

_____ At-Large Representative



Revised 1-2006
APP-CACCB

Application

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

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

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

Application For:

CDBG Committee

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

Applicant Name:

Werner John

Mr. Mrs. Ms.

Last Name First Name Middle Initial

Home Address:

4107 W. Beyer Road

Street

Duluth, MN 55803

City

State

Zip

Telephone/Fax/
E-Mail:

721-3778 fax 721-3448 clerk1@ricelaketownshipmn.org

Home

Work

Fax

E-mail Address

1. How long have you lived in St. Louis County? 65 years

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

Board Supervisor - Town of Rice Lake
Duluth Honor Guard
Veterans Memorial Hall Committee
St. Louis County Board of Governors
Lake Superior Council Boy Scouts of America Committee member
Knights of Columbus

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

In hopes to find opportunities to get analytical and financial assistance for the Town of Rice Lake

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

Board Supervisor for 12 years in which I have been the road supervisor and worked with municipal utilities all of those years.

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

[Empty box for additional information]

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

Pete Stauber, District 5 County Commissioner

JoAnne Combe, Depot St. Louis County Historical Society Director, 733-7580

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

Signature:



Date

12/10/14

THANK YOU!

Office Use Only

Date Received

[Empty box]

Appointment Date

[Empty box]

Date Entered

[Empty box]

Term End Date

[Empty box]

Commissioner District

[Empty box]

Retention Date

[Empty box]

Appointed: Yes No

Committee/Board/Commission:

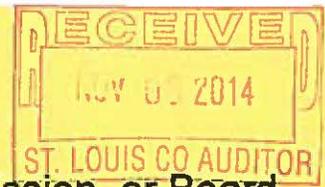
[Empty box]



Revised 1-2008
APP-CACCB

Application

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



Return Application to:

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

OR e-mail at: chapmanp@stlouiscountymn.gov

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

Application For:

CDBG Citizen Advisory Committee - At-Large

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

Applicant Name:

Reichel Kirsten C.

Mr. Mrs. Ms.

Last Name First Name Middle Initial

Home Address:

7361 Oak Narrows Road

Street

Cook

MN

55723

City

State

Zip

Telephone/Fax/
E-Mail:

218 666-5444

reichelkf@hotmail.com

Home

Work

Fax

E-mail Address

1. How long have you lived in St. Louis County? 35 years

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

Greenwood Township Board of Supervisors
Lake Vermilion Lodging Tax Board
Cook Area Health Care Auxiliary Executive Board
Cook Area Chamber of Commerce
Scenic Rivers Health Services Clinic Board of Directors
2015 Governor's Fishing Opener Planning Committee
Cook Timber Days Committee
Cook City Council
Heiam Medical Foundation
Cook Timberwolves Snowmobile Club

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

I have a strong interest in serving and representing the communities of which I am a resident and seek to gain first hand knowledge of the diversity of services that St Louis County provides.

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

Class of 1981 graduate of Aurora-Hoyt Lakes, MN High School
Class of 1986 University of MN, Duluth graduate with degrees in Psychology, Criminology and Sociology.
Owner/bookkeeper of Reichel Electric, Inc. since 1991
Past owner/operator of Montana Cafe in Cook, MN
Enjoy a variety of both indoor and outdoor activities throughout the year

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

I have a long history of actively serving on local community boards and committees. I communicate well, am a good decision maker, handle issues in a professional, respectful manner, and strive to find balance and compromise with fellow board/committee members on issues presented to us.

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

Ellen Trancheff 4293 Arrowhead Point Road, Tower MN 55790 218 753-2411

Nancy Mault Scenic River Health Services 20 5th Street SE Cook, MN 55723 218

218 361-3119

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

Signature:

Kurt C Reichel

Date

Oct 30, 2014

THANK YOU!

Office Use Only

Date Received

Appointment Date

Date Entered

Term End Date

Commissioner District

Retention Date

Appointed: Yes No

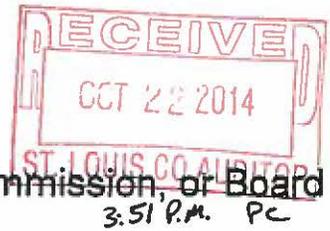
Committee/Board/Commission:



Revised 1-2006
APP-CACCB

Application

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



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

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

Application For:

CDBG Advisory Committee

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

Applicant Name:

Peterson, Timothy C.

Mr. Mrs. Ms.

Last Name First Name Middle Initial

Home Address:

2806 Solway Rd.

Street

Esko, MN 55733

City

State

Zip

Telephone/Fax/
E-Mail:

218-349-4255

218-624-3641

tpeterson@proctormn.gov

Home

Work

Fax

E-mail Address

1. How long have you lived in St. Louis County? 9 years

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

My experience with community block grants started when I worked for Life House in downtown Duluth, MN. As the Finance Director there, I was exposed to grants from federal, state, county, city, and foundations.

I am currently a board member and the treasurer of Goodwill Duluth.

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

My experience has mostly been on the writing and receiving side of grants and I have always had an appreciation of the effort and difficulties of the committees tasked with selecting applications to fund. I also participated in an activity put on by the City of Duluth's CDBG where participants were asked to set funding priorities and levels for the community. It was both incredibly difficult and rewarding at the same time. My experience with funding requests has led my to apply to be a member of the advisory committee.

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

I have a Bachelors degree in Organizational Management from the University of Minnesota Duluth, as well as a Bachelors Degree in Accounting from St. Scholastica. My experience is mostly with accounting, but have also been in many managerial roles. I found my work at Life House to be incredibly rewarding as we worked with homeless youth. I currently work for the City of Proctor as the Deputy Clerk.

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

I care deeply about our communities and have worked to improve them since moving to Duluth for college. I would enjoy working towards even further developments in our area.

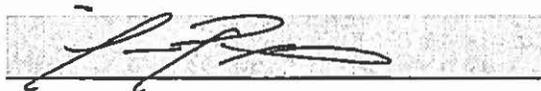
6. Please list two references including name, address, and telephone number.

Jim Rohweder - 100 Pionk Drive, Proctor, MN 55810 - 218-624-3641

Jake Benson - 215 5th Street, Proctor, MN 55810 - 218-624-3344

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

Signature:



Date

10/22/2014

THANK YOU!

Office Use Only

Date Received

Appointment Date

Date Entered

Term End Date

Commissioner District

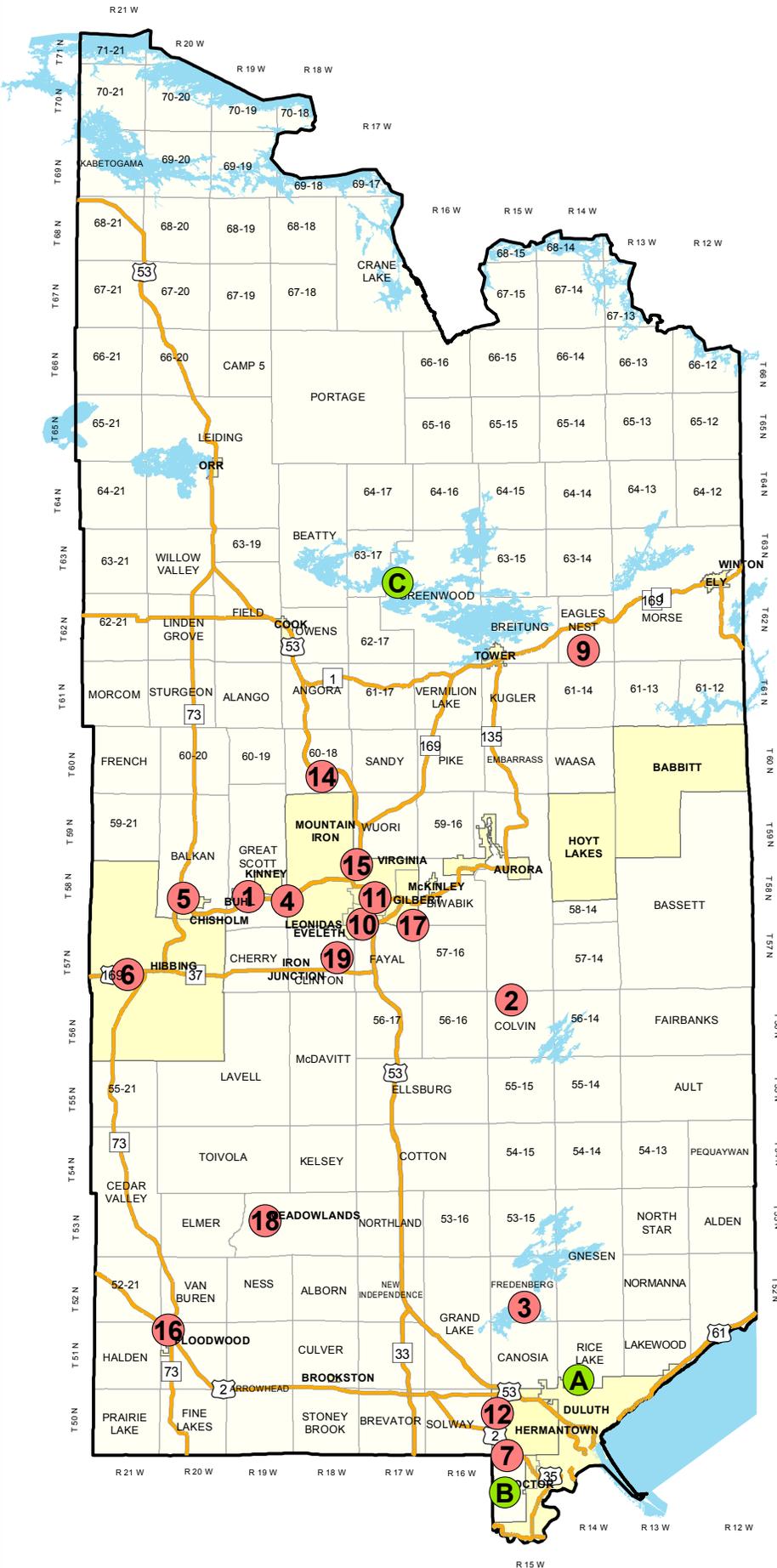
Retention Date

Appointed: Yes No

Committee/Board/Commission:

CDBG Advisory Board Members

St. Louis County



CDBG Advisory Board Members

- 1- Ronald Dicklich, Executive Director
R.A.M.S.
 - 2- Darlene Saumer
(Northern Townships)
 - 3- Ron Envall
(Southern Townships)
 - 4- Alan Stanaway
(Small Cities)
 - 5- Shannon Fay Kishel-Roche
(Chisholm)
 - 6- Cynthia Hagen
(Hibbing)
 - 7- Margaret Taylor
(At-Large)
 - 8- Vacant
(Rice Lake Township)
 - 9- Daniel Hestetune
(Ely)
 - 10- Valerie Strukel
(Eveleth)
 - 11- Laurence Cuffe - **renew**
(Virginia)
 - 12- John Mulder
(Hermantown)
 - 13- Vacant
(At-Large)
 - 14- Dana Hiltunen
(At-Large)
 - 15- Rudy Semeja - **renew**
(At-Large)
 - 16- Jessica Rich
(At-Large)
 - 17- Julie Spiering
(At-Large)
 - 18- Ann Taray
(At-Large)
 - 19- Raymond Svatos
(Twp. Officers Assoc.)
- A - John Werner - **applicant**
- B - Timothy Peterson - **applicant**
- C - Kirsten Reichel - **applicant**

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

Map Created: 12/9/2014

Disclaimer

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

