

**OFFICIAL PROCEEDINGS OF THE MEETING  
OF THE BOARD OF COUNTY COMMISSIONERS  
OF THE COUNTY OF ST. LOUIS, MINNESOTA,  
HELD ON MARCH 24, 2015**

The Board of County Commissioners of the County of St. Louis, Minnesota, met this 24<sup>th</sup> day of March 2015, at 9:38 a.m., at the Comet Theater, Cook, Minnesota, with the following members present: Commissioners Frank Jewell, Patrick Boyle, Chris Dahlberg, Tom Rukavina, Keith Nelson, and Chair Pete Stauber - 6. Absent: Commissioner Steve Raukar - 1.

Chair Stauber asked for a moment of silence to pray for the safety of service men and women, their families, and for all innocent victims of war. Chair Stauber also asked for a responsible and productive County Board meeting, followed by the pledge of allegiance.

Cook Mayor Harold Johnston welcomed the St. Louis County Board of Commissioners to Cook. Commissioner Nelson stated that Commissioner Raukar was absent because he was in Washington, D.C. on county business.

Chair Stauber then opened the meeting to persons who wanted to address the Board concerning issues not on the agenda. The following citizens addressed the Board: Amy Shuster, of Gheen, asked questions regarding issuance of bonds. Julian Brzoznowski, of Orr, discussed a project that he has been involved in to re-stock trout streams in Northern Minnesota. Robert Nevalainen, Chair, Kabetogama Township Board, discussed various issues relating to Kabetogama Township. Harold Langowski, of Embarrass, discussed issues with Highway 68. Sandra Gibson, Mitch Lind, Carroll Eckman, and Gary and Pat Reberg discussed issues with the proposed closure of County Bridge 516 in Waasa Township. Martin Lehto, of Britt, discussed survey issues. David Holmbeck, of Grand Rapids, discussed various DNR issues. Jim Ganahl and Carol Booth, of Vermilion Township, discussed various bicycling-related issues.

The Board recessed from 10:24 a.m. to 10:38 a.m.

At 10:38 a.m., a public hearing was conducted pursuant to Resolution No. 15-114, adopted March 3, 2015, to receive citizen comments on an Amendment to the Capital Improvement Plan and the Intent to Issue Capital Improvement Bonds, Series 2015C, for Road and Bridge Improvements. St. Louis County Deputy Administrator Linnea Mirsch gave a brief overview of the Capital Improvement Plan. Terri Heaton, of Springsted Incorporation, gave a presentation to the Board regarding structuring of the bond issuance. St. Louis County Auditor Don Dicklich stated that property taxes would not increase as a result of the Capital Improvement Bond issuance. Chair Stauber asked if there were any other governmental entities, supporters, opponents, or citizens who wished to speak regarding the proposed action, and no one came forth. After further discussion, Commissioner Nelson, supported by Commissioner Boyle, moved to close the public hearing at 10:53 a.m. The motion passed; six yeas, zero nays, one absent (Raukar).

Commissioner Nelson, supported by Commissioner Boyle, moved to approve the 2015-2019 Amendment to the Capital Improvement Plan and Stating the Intent to Issue General Obligation Capital Improvement Bonds under Minn. Stats. § 373.40. St. Louis County Public Works Director

Jim Foldesi answered questions regarding road and bridge projects. Chair Stauber stepped out of the meeting from 11:18 a.m. to 11:19 a.m. Commissioner Rukavina stepped out of the meeting from 11:24 a.m. to 11:27 a.m. After further discussion, the motion passed; six yeas, zero nays, one absent (Raukar). Resolution No. 15-168.

Commissioner Nelson, supported by Commissioner Jewell, moved to approve the Official Terms of Offering of General Obligation Capital Improvement Bonds, Series 2015C. The motion passed; six yeas, zero nays, one absent (Raukar). Resolution No. 15-169.

Commissioner Boyle, supported by Commissioner Rukavina, moved to approve the consent agenda. The motion passed; six yeas, zero nays, one absent (Raukar).

Commissioner Nelson, supported by Commissioner Jewell, moved that pursuant to Minn. Stat. § 161.36, the Commissioner of Transportation be appointed as agent of St. Louis County to accept as its agent, federal aid funds which may be made available for eligible transportation related projects. The St. Louis County Board Chair, Auditor, Highway Engineer/Public Works Director, and an appropriate County Attorney representative are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement, and approve any amendments approved by the County Attorney, with the Commissioner of Transportation prescribing terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1000186”, a copy of which said agreement was before the County Board and which is made a part hereof by reference. This project is identified as SP 069-070-013, CP 0000-187063, Curve Warning Signing Project. Commissioner Nelson stepped out of the meeting from 11:40 a.m. to 11:46 a.m. St. Louis County Public Works Director Jim Foldesi discussed efforts made by St. Louis County to improve traffic safety. After further discussion, the motion passed; five yeas, one nay (Rukavina), one absent (Raukar). Resolution No. 15-170.

Commissioner Nelson, supported by Commissioner Boyle, moved that pursuant to Minn. Stat. § 161.36, the Commissioner of Transportation be appointed as agent of St. Louis County to accept, as its agent, federal aid funds which may be made available for eligible transportation related projects. The St. Louis County Board Chair, Auditor, Highway Engineer/Public Works Director, and an appropriate County Attorney representative are hereby authorized and directed for and on behalf of the county to execute and enter into an agreement, and approve any amendments approved by the County Attorney’s Office with the Commissioner of Transportation prescribing terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1000187”, a copy of which said agreement was before the County Board and which is made a part hereof by reference. This project is identified as SP 069-070-015, CP 0000-187066, Rural Intersection Lighting Project. The motion passed; five yeas, one nay (Rukavina), one absent (Raukar). Resolution No. 15-171.

Commissioner Nelson, supported by Commissioner Rukavina, moved to authorize the appropriate county officials to execute the proposed Stipulation Agreement with the Minnesota Pollution Control Agency (MPCA) and authorizes the Public Works Director and the County Attorney to execute a MPCA Penalty Payment Agreement with Hammerlund Construction Inc., of Grand Rapids, MN, outlining the terms of payment from Hammerlund to the county; and further, that the St. Louis County Board authorizes the acceptance of a payment of the full penalty amount of \$46,000 from

Hammerlund to be deposited into Fund 220, Agency 220182, Object 583100, and the county's payment to the MPCA of the full penalty amount from Fund 220, Agency 220182, Object 637900. The motion passed; six yeas, zero nays, one absent (Raukar). Resolution No. 15-172.

Commissioner Jewell, supported by Commissioner Nelson, moved to confirm the appointment of Steven K. Manninen as the St. Louis County Mine Inspector, Civil Service Supervisory bargaining unit, pay grade E24, step 1, \$25.12/hour, effective March 24, 2015. The Mine Inspector, before entering upon duties, shall take and subscribe the oath required, as stipulated in Minn. Stat. § 180.02. After further discussion, the motion passed; six yeas, zero nays, one absent (Raukar). Resolution No. 15-173.

St. Louis County Auditor Don Dicklich administered the Mine Inspector Oath of Office to Steven K. Manninen.

The following Board and contract files were created as a result of documents received at this Board meeting:

Kevin Gray, County Administrator, and James Foldesi, Public Works Director/Highway Engineer, submitting Board Letter No. 15-99, Force Account Agreement with the MnDOT for Curve Warning Sign Project.—60079

Kevin Gray, County Administrator, and James Foldesi, Public Works Director/Highway Engineer, submitting Board Letter No. 15-100, Force Account Agreement with the MnDOT for Rural Intersection Lighting Project.—60080

Kevin Gray, County Administrator, and James Foldesi, Public Works Director/Highway Engineer, submitting Board Letter No. 15-117, Minnesota Pollution Control Agency Stipulation Agreement – Haines Road Project (Duluth).—60081

Kevin Gray, County Administrator, and James Gottschald, Human Resources Director, submitting Board Letter No. 15-108R, Confirmation of Appointment – Mine Inspector.—60082

Robert Nevalainen, Chair, Kabetogama Township Board, submitting a letter regarding taxation in the township.—60083

Harold Langowski, Embarrass, MN, submitting Petition to Fix Highway 68 and a letter from Jodi Backman, Clerk of the Town of Pike, on behalf of Sandy and Pike Township residents.—60084

Documents received regarding the closure of Bridge No. 516 (Waasa Township) are located in Board File No. 59856 established April 22, 2014.

Martin Lehto, Britt, MN, submitting photos and surveys of his property located in Great Scott Township regarding boundary and surveying issues.—60085

David Holmbeck, Grand Rapids, MN, submitting letters, a map and photos of Martin Lehto's property regarding buffer strips along all state-owned waterways.—60086

Kevin Gray, County Administrator, and James Gottschald, Human Resources Director, submitting Board Letter No. 15-108, Confirmation of Appointment – Mine Inspector.—60082

Addendum to Home and Community-Based Waiver Services Contract, Contract No. 15097A, between the St. Louis County Board of Commissioners and Paul Bachinski d/b/a Coverall Construction, Duluth, MN.—15-187

Purchase of Service Agreement, Contract No. 15390, between the St. Louis County Board of Commissioners and Dale Dodge, Ely, MN, for Chore Services during the period November 1, 2014 through May 31, 2015.—15-188

Purchase of Service Agreement, Contract No. 15402, between the St. Louis County Board of Commissioners and Goodwill Industries Vocational Enterprises, Inc. (GIVE), Duluth, MN, for Vocational Employment services during the period January 1, 2015 through December 31, 2015.—15-189

Purchase of Service Agreement, Contract No. 15410, between the St. Louis County Board of Commissioners and Goodwill Industries Vocational Enterprises, Inc. (GIVE), Duluth, MN, for Vocational Employment services during the period January 1, 2015 through December 31, 2015.—15-190

Purchase of Service Agreement, Contract No. 15430, between the St. Louis County Board of Commissioners and Center for Alcohol and Drug Treatment, Inc., Duluth, MN, for Detox Transportation services during the period January 1, 2015 through December 31, 2015.—15-191

Purchase of Service Agreement, Contract No. 5440, between the St. Louis County Board of Commissioners and David Spawn, Hibbing, MN, for Chore Services during the period January 1, 2015 through May 31, 2015.—15-192

Purchase of Service Agreement, Contract No. 15444, between the St. Louis County Board of Commissioners and Vesel Construction, Inc., Duluth, MN, for Environmental Accessibility Adaptations during the period November 1, 2014 through January 31, 2015.—15-193

Purchase of Service Agreement, Contract No. 15446, between the St. Louis County Board of Commissioners and Jake Dahl, Zim, MN, for Chore Services during the period December 1, 2014 through May 31, 2015.—15-194

Purchase of Service Agreement, Contract No. 15451, between the St. Louis County Board of Commissioners and Chris Erickson, Chisholm, MN, for Chore Services during the period December 1, 2014 through May 31, 2015.—15-195

Purchase of Service Agreement, Contract No. 15452, between the St. Louis County Board of Commissioners and Robert Ketola, Eveleth, MN, for Chore Services during the period January 20, 2015 through May 31, 2015.—15-196

Purchase of Service Agreement, Contract No. 15458, between the St. Louis County Board of Commissioners and Josh Norlander, Virginia, MN, for Chore Services during the period January 1, 2015 through May 31, 2015.—15-197

Purchase of Service Agreement, Contract No. 21026, between the St. Louis County Board of Commissioners and Arrowhead Economic Opportunity Agency (AEOA), Virginia, MN, for Statewide Minnesota Family Investment Program (MFIP) Employment Services and Diversionary Work Program (DWP) Services during the period January 1, 2015 through December 31, 2015.—15-198

Purchase of Service Agreement, Contract No. 21027, between the St. Louis County Board of Commissioners and Community Action Duluth (CAD), Duluth, MN, for Statewide Minnesota Family Investment Program (MFIP) Employment Services and Diversionary Work Program (DWP) Services during the period January 1, 2015 through December 31, 2015.—15-199

Group Residential Housing Rate Agreement, Contract No. 52523, by and between the St. Louis County Board of Commissioners and Pines III Assisted Living, Duluth, MN.—15-200

Project Contract 5186A between the County of St. Louis and Lenci Enterprises, Inc., Virginia, MN, for the Remodel of Motor Pool Rescue Squad project.—15-201

Purchase of Service Agreement, Contract No. 15477, between the St. Louis County Board of Commissioners and Arrowhead Center, Inc., Virginia, MN, for Collaborative Case Management Services for chemically dependent pregnant women (Superior Babies Program) during the period January 1, 2015 through December 31, 2015.—15-202

Cherwell Order Confirmation and End-user License Agreement for IT Service Management software, maintenance and support, and training.—15-203

MNCL, Inc., Order Confirmation and Agreement for Services between St. Louis County and MNCL, Inc., Irving, TX, for implementing and configuring Cherwell Service Management software.—15-204

St. Louis County Jail Amended and Restated Medical Services Agreement by and between St. Louis County and MEnD Correctional Care, LLC, Waite Park, MN, for medical and mental health care services at the county jail.—15-205

State of Minnesota Communications Facility Use Agreement #01235 Sax Tower, for use of antenna space and shelter space for ten (10) years commencing March 1, 2015 through February 28, 2025.—15-206

State of Minnesota Communications Facility Use Agreement #07241 Molde Tower, for use of antenna space and shelter space for ten (10) years commencing March 1, 2015 through February 28, 2025.—15-207

State of Minnesota Communications Facility Use Agreement #07242 Erie Hill Tower, for use of antenna space and shelter space for ten (10) years commencing March 1, 2015 through February 28, 2025.—15-208

State of Minnesota Communications Facility Use Agreement #07243 Line Lake Tower, for use of antenna space and shelter space for ten (10) years commencing March 1, 2015 through February 28, 2025.—15-209

State of Minnesota Communications Facility Use Agreement #098776 Amendment #1 Crane Lake Tower, for use of antenna space and shelter space for ten (10) years commencing March 1, 2015 through February 28, 2025.—15-210

Purchase of Service Agreement by and between St. Louis County and Churches United in Ministry (CHUM) for Jail Chaplaincy services during the period January 1, 2015 through December 31, 2016.—15-211

Contract for County-State Aid Highway (CSAH) Project between the County of St. Louis and KGM Contractors, Inc., Angora, MN, for Mill Bituminous Surface, Full Depth Reclamation, Plant Mix Bituminous Surface, Aggregate Base, and Recycled Shouldering on CSAH 24 in Beatty Township (CP 0024-216058).—15-212

Contract for County-State Aid Highway Project between the County of St. Louis and KGM Contractors, Inc., Angora, MN, for Aggregate Base Full Depth Reclamation, Shoulder Base Aggregate, Mill Bituminous Surface, Bituminous Under Sealing, and Plant Mix Bituminous Surface on CSAH 68 (CP 0068-153312 Low); Full Depth Reclamation, Plant Mix Bituminous Surface, and Aggregate Shouldering on CR 913 (CP 0913-238447 TST Tied); and Bituminous Pavement Reclamation, Aggregate Base, Plant Mix Bituminous Surface, and Aggregate Shouldering on UT 8169/Milroy Road (CP 8169-142843 Tied) in Unorganized Township 60-18, Sandy and French Townships.—15-213

Agreement between the County of St. Louis and Carlton County for Seal Coat and Fog Seal Projects on various streets and highways during 2015 (CP 0133-241417/SAP 69-733-028 Low, Tied with SAP 009-601-049 Low).—15-214

Agreement between St. Louis County and the City of Virginia for Collection of Residential and Commercial Recyclable Materials during the period January 1, 2015 through December 31, 2020, with two (2) possible two-year extensions.—15-215

Agreement between the County of St. Louis and Lakeland Pathology, P.A., Hibbing, MN, for Medical Examiner Services during the period January 1, 2015 through June 30, 2015.—15-216

Safety & Risk Management Training Contract between St. Louis County and Forrest Co., LLC, for *CPR/AED Training* in March and April 2015.—15-217

Cooperative agreement between the County of St. Louis and the City of Ely for Installation of a Sanitary Sewer and Water System and Maintenance Responsibilities on CSAH 155 (8<sup>th</sup> Avenue)

from the Intersection with James Street to Camp Street, in Ely, MN (SAP 069-755-001, CP 0155-194358, City of Ely Proj. No. 13-910).—15-218

Purchase of Service Agreement, Contract No. 15468, between the St. Louis County Board of Commissioners and Lutheran Social Services of Minnesota, Family Resource Center, Virginia, MN, for Supervised Visitation Program during the period January 1, 2015 through December 31, 2015.—15-219

Purchase of Service Agreement, Contract No. 15466, between the St. Louis County Board of Commissioners and Lutheran Social Service of Minnesota (Family Resource Center – Range Youth Shelter), Virginia, MN, for Group Home Residential Service and Diagnostic 25-day Evaluation during the period January 1, 2015 through December 31, 2015.—15-220

Agreement for Services between the County of St. Louis and Ramsland & Vigen, Inc., Duluth, MN, for Certified Real Estate Appraiser services for certain tax forfeited properties during the period March 1, 2015 through February 28, 2016.—15-221

Purchase of Service Agreement, Contract No. 15450, between the St. Louis County Board of Commissioners and Timothy Ellison, Chisholm, MN, for Chore Services during the period December 1, 2014 through May 31, 2015.—15-222

Purchase of Service Agreement, Contract No. 15461, between the St. Louis County Board of Commissioners and Preferred Construction & Remodeling, LLP, Mt. Iron, MN, for Environmental Accessibility Adaptations during the period February 1, 2015 through June 30, 2015.—15-223

Purchase of Service Agreement, Contract No. 15470, between the St. Louis County Board of Commissioners and Preferred Construction & Remodeling, LLP, Mt. Iron, MN, for Environmental Accessibility Adaptations during the period March 1, 2015 to June 30, 2015.—15-224

Purchase of Service Agreement, Contract No. 15472, between the St. Louis County Board of Commissioners and Daniel Wiswell, Aurora, MN, for Chore Services during the period February 1, 2015 through May 31, 2015.—15-225

Purchase of Service Agreement, Contract No. 15478, between the St. Louis County Board of Commissioners and Lake Superior Community Health Center, Duluth, MN, for Identification and Treatment of Sexually Transmitted Diseases during the period January 1, 2015 through December 31, 2015.—15-226

Purchase of Service Agreement, Contract No. 15480, between the St. Louis County Board of Commissioners and Scooters Snow and Lawn, Hibbing, MN, for Chore Services during the period February 1, 2015 through May 31, 2015.—15-227

Purchase of Service Agreement, Contract No. 15481, between the St. Louis County Board of Commissioners and Richard Graves, Duluth, MN, for Chore Services during the period October 1, 2015 through May 31, 2015.—15-228

Purchase of Service Agreement, Contract No. 21029, between the St. Louis County Board of Commissioners and the City of Duluth Workforce Development (CDWD), Duluth, MN, for

Statewide Minnesota Family Investment Program (MFIP) Employment Services and Diversionary Work Program Services (DWP) during the period January 1, 2015 through December 31, 2015.—15-229

Agreement for Services between the County of St. Louis and SRF Consulting Group, Inc., Minneapolis, MN, for Engineering Services for Bridge 883 located on County Road 442 in Lavelle Township, CP 0442-215028.—15-230

Agreement for Services between the County of St. Louis and SRF Consulting Group, Inc., Minneapolis, MN, for Engineering Services for Bridge 286 located on CSAH 21 in Unorganized Township 61-13, SAP 069-621-034, CP 0021-215030.—15-231

On-line Software Subscriber Agreement between the County of St. Louis and Building Outfitters, Inc., Lake Zurich, IL.—15-232

Upon motion by Commissioner Boyle, supported by Commissioner Rukavina, resolutions numbered 15-165 through 15-167, as submitted on the consent agenda, were unanimously adopted as follows:

**BY COMMISSIONER BOYLE:**

RESOLVED, That the official proceedings of the St. Louis County Board of Commissioners for the meeting of March 3, 2015, are hereby approved.

Adopted March 24, 2015. No. 15-165

RESOLVED, That the official proceedings of the St. Louis County Board of Commissioners for the meeting of March 10, 2015, are hereby approved.

Adopted March 24, 2015. No. 15-166

RESOLVED, That the workers' compensation report of claims by employees for work-related injuries, dated March 6, 2015, on file in the office of the County Auditor, identified as County Board File No. 60026, is hereby received and ratified as payable from Fund 730, Agency 730001.

Adopted March 24, 2015. No. 15-167

**BY COMMISSIONER NELSON:**

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF  
ST. LOUIS COUNTY, MINNESOTA APPROVING THE CAPITAL  
IMPROVEMENT PLAN, AS AMENDED, AND STATING THE INTENT TO  
ISSUE GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS UNDER  
MINNESOTA STATUTES, SECTION 373.40**

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

Section 1. The Board, pursuant to Minnesota Statutes, Section 373.40 (the "Act"), previously approved a Capital Improvement Plan (the "Capital Improvement Plan"). Following a

public hearing on March 24, 2015, as required by the Act, the Board considered a proposed amendment to the Capital Improvement Plan and the Board has considered the following for each project described in the proposed amendment and the overall plan:

- (i) The condition of the County’s existing infrastructure, including the projected need for repair or replacement;
- (ii) The likely demand for the improvement;
- (iii) The estimated cost of the improvement;
- (iv) The available public resources;
- (v) The level of overlapping debt in the County;
- (vi) The relative benefits and costs of alternative uses of the funds;
- (vii) Operating costs of the proposed improvements; and
- (viii) Alternatives for providing services more efficiently through shared facilities with other cities or local government units.

The Board, based on the considerations set forth in the amendment and overall plan and as set forth herein, hereby approves the Capital Improvement Plan, as amended for the years 2015 through 2019, as presented to the Board, and on file as County Board Document File No. 60051 (the “Plan”).

Section 2. Under and pursuant to the authority contained in the Act and Minnesota Statutes, Chapter 475, the County is authorized to issue capital improvement bonds to provide funds for capital improvements pursuant to the Plan.

Section 3. The Board hereby finds and determines that it is necessary, expedient, and in the best interests of the County’s residents that the County issue, sell and deliver general obligation capital improvement bonds in the maximum amount of \$40,000,000 (the “Bonds”), for the purpose of providing funds for the following capital improvements under the Plan and for the payment of costs of issuance of the Bonds:

- Road and Bridge Improvements – a portion of the road and bridge improvements identified in the “St. Louis County Greater MN Transportation Sales and Use Tax Transportation Improvement Plan dated November 25, 2014,” which is a part of the County’s Capital Improvement Plan, as amended.

Section 4. The County Auditor shall publish a notice of intent to issue capital improvement bonds in substantially the form attached hereto as Exhibit A as soon as practicable following the public hearing in the official newspaper of the County. If, within 30 days after March 24, 2015, a petition is filed with the County Auditor calling for a vote on the proposition of issuing the Bonds, signed by voters residing within the boundaries of the County equal to five (5) percent of

the votes cast in the County in the last County general election, (i) the Bonds shall not be issued until the question of their issuance has been authorized by a majority of the voters voting on the question at the next general or special election called to decide the question, or (ii) if the County elects not to submit the question to the voters, the County shall not propose the issuance of bonds under the Act for the same purpose and in the same amount for a period of 365 days from the date of receipt of such petition.

Unanimously adopted March 24, 2015. No. 15-168

**BY COMMISSIONER NELSON:**

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

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

Section 1. Under and pursuant to the authority contained in Minnesota Statutes, Section 373.40, and Minnesota Statutes, Chapter 475 (collectively the “Act”), the County is authorized to issue general obligation capital improvement bonds to provide funds for capital improvements pursuant to an approved capital improvement plan.

Section 2. Pursuant to a Resolution adopted by the Board on March 24, 2015 (the “Resolution”), the Board stated its intention to issue general obligation capital improvement bonds in the maximum amount of \$40,000,000 for certain capital improvements, including road and bridge improvements, authorized in an amendment to the County’s Capital Improvement Plan for the years 2015 through 2019 and approved by the Board on March 24, 2015.

Section 3. The Board hereby determines that it is necessary, expedient, and in the best interests of the County’s residents that the County issue, sell and deliver its general obligation capital improvement bonds in the maximum amount of \$40,000,000, for the purpose of providing funds for the following capital improvements pursuant to the Capital Improvement Plan, as amended, for the years 2015 through 2019, and for costs of issuance of such bonds:

- Road and Bridge Improvements – a portion of the road and bridge improvements identified in the “St. Louis County Greater MN Transportation Sales and Use Tax Transportation Improvement Plan dated November 25, 2014,” which is a part of the County’s Capital Improvement Plan, as amended (the “Project”).

Section 4. The County’s administrative staff is hereby authorized and directed to work with bond counsel, and Springsted Incorporated, municipal advisor to the County, to solicit proposals and to arrange for the sale of the County’s General Obligation Capital Improvement Bonds, Series 2015C in the maximum amount of \$40,000,000 (the “Bonds”) for the purposes of and pursuant to the authorizations recited in Sections 2 and 3 above in substantial compliance with the Terms of Proposal attached hereto as Exhibit A. Each and all of the terms and provisions set forth in

the Terms of Proposal are adopted and confirmed as the terms and conditions of the Bonds and the sale thereof. Due to a rapidly changing bond market, 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 at the administrative offices of Springsted Incorporated until 1:00 p.m. central time on May 11, 2015, and consideration for the award of the Bonds will be by the Board at 10:30 a.m. on May 12, 2015.

Section 5. The Board shall meet on May 12, 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.

Section 6. Declaration of Official Intent. This resolution constitutes a declaration of official intent under Treasury Regulations Section 1.150-2. The County reasonably expects to reimburse expenditures with respect to the capital expenditures of the Project being financed.

Adopted: March 24, 2015.

#### 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

**\$40,000,000\***

**ST. LOUIS COUNTY, MINNESOTA**

**GENERAL OBLIGATION CAPITAL IMPROVEMENT BONDS, SERIES 2015C**

**(BOOK ENTRY ONLY)**

Proposals for the Bonds will be received on Monday, May 11, 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, May 12, 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<sup>®</sup>. For purposes of the electronic bidding process, the time as maintained by PARITY<sup>®</sup> shall constitute the official time with respect to all proposals submitted to PARITY<sup>®</sup>. *Each bidder shall be solely responsible for making necessary arrangements to access PARITY<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup> 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<sup>®</sup>. The County is using the services of PARITY<sup>®</sup> solely as a communication mechanism to conduct the electronic bidding for the Bonds, and PARITY<sup>®</sup> is not an agent of the County.

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

PARITY<sup>®</sup>, 1359 Broadway, 2<sup>nd</sup> 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:

2016	\$2,275,000	2019	\$2,390,000	2022	\$2,610,000	2025	\$2,855,000	2028	\$3,025,000
2017	\$2,310,000	2020	\$2,435,000	2023	\$2,690,000	2026	\$2,935,000	2029	\$3,120,000
2018	\$2,345,000	2021	\$2,535,000	2024	\$2,770,000	2027	\$3,025,000	2030	\$3,220,000

\* *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 for the Bonds.

#### OPTIONAL REDEMPTION

The County may elect on December 1, 2024, and on any day thereafter, to prepay Bonds due on or after December 1, 2025. Redemption may be in whole or in part and if in part at the option of the County and in such manner as the County shall determine. If less than all Bonds of a maturity are called for redemption, the County will notify DTC of the particular amount of such maturity to be prepaid. DTC will determine by lot the amount of each participant's interest in such maturity to be redeemed and each participant will then select by lot the beneficial ownership interests in such maturity to be redeemed. All prepayments shall be at a price of par plus accrued interest.

#### SECURITY AND PURPOSE

The Bonds will be general obligations of the County for which the County will pledge its full faith and credit and power to levy direct general ad valorem taxes. The proceeds will be used to provide funding for road and bridge improvements identified in the County's 2015-2019 Capital Improvement Plan.

#### BIDDING PARAMETERS

Proposals shall be for not less than \$40,000,000 (Par) 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

To have its proposal considered for award, the lowest bidder is required to submit a good faith deposit to the County in the amount of \$400,000 (the "Deposit") no later than 3:00 P.M., Central Time on the day of sale. The Deposit may be delivered as described herein in the form of either (i) a certified or cashier's check payable to the County; or (ii) a wire transfer. The lowest 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 receipt of the Deposit. If the Deposit is not received by the specified time, the County may, at its sole discretion, reject the proposal of the lowest bidder, direct the second lowest bidder to submit a Deposit, and thereafter award the sale to such bidder.

*Certified or Cashier's Check.* A Deposit made by certified or cashier's check will be considered timely delivered to the County if it is made payable to the County and delivered to Springsted Incorporated, 380 Jackson Street, Suite 300, St. Paul, Minnesota 55101 by the specified time.

*Wire Transfer.* A Deposit made by wire will be considered timely delivered to the County upon submission of a federal wire reference number by the specified time. Wire transfer instructions will be available from Springsted Incorporated following the receipt and tabulation of proposals. The successful bidder must send an e-mail including the following information: (i) the federal reference number and time released; (ii) the amount of the wire transfer; and (iii) the issue to which it applies.

Once an award has been made, the Deposit received from the lowest bidder (the “purchaser”) will be retained by the County and no interest will accrue to the purchaser. The amount of the Deposit will be deducted at settlement from the purchase price. 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 June 11, 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 March 24, 2015

BY ORDER OF THE COUNTY BOARD

/s/ Kevin Gray  
County Administrator

Unanimously adopted March 24, 2015. No. 15-169

## BY COMMISSIONER NELSON:

WHEREAS, The Public Works Department was awarded federal funding through the Highway Safety Improvement Program by the Minnesota Department of Transportation (MnDOT) to install curve warning signage on 117 curves on various county highways; and

WHEREAS, A "Public Interest Finding" determined that the warning signs can be installed more economically using county workforce; and

WHEREAS, MnDOT must be designated as the fiscal agent by a force account agreement to accept and disburse federal funds for this project;

THEREFORE, BE IT RESOLVED, That pursuant to Minn. Stat. § 161.36, the Commissioner of Transportation be appointed as agent of St. Louis County to accept, as its agent, federal aid funds which may be made available for eligible transportation related projects;

RESOLVED FURTHER, That the St. Louis County Board Chair, Auditor, Highway Engineer/Public Works Director, and an appropriate County Attorney representative are hereby authorized and directed for and on behalf of the County to execute and enter into an agreement, and approve any

amendments approved by the County Attorney, with the Commissioner of Transportation prescribing terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1000186”, a copy of which said agreement was before the County Board and which is made a part hereof by reference. This project is identified as SP 069-070-013, CP 0000-187063 and will be accounted for in Fund 220, Agency 220349.

Yeas – Commissioners Jewell, Boyle, Dahlberg, Nelson, and Chair Stauber – 5

Nays – Commissioner Rukavina – 1

Absent – Commissioner Raukar – 1

Adopted March 24, 2015. No. 15-170

**BY COMMISSIONER NELSON:**

WHEREAS, The Public Works Department was awarded federal funding through the Highway Safety Improvement Program by the Minnesota Department of Transportation (MnDOT) to install rural intersection lighting at fifty-seven (57) intersections on various county highways; and

WHEREAS, A “Public Interest Finding” determined that the intersection lighting systems can be installed more economically using electric service provider workforce; and

WHEREAS, MnDOT must be designated as the fiscal agent by a force account agreement to accept and disburse federal funds for this project;

THEREFORE, BE IT RESOLVED, That pursuant to Minn. Stat. § 161.36, the Commissioner of Transportation be appointed as agent of St. Louis County to accept, as its agent, federal aid funds which may be made available for eligible transportation related projects;

RESOLVED FURTHER, That the St. Louis County Board Chair, Auditor, Highway Engineer/Public Works Director, and an appropriate County Attorney representative are hereby authorized and directed for and on behalf of the county to execute and enter into an agreement, and approve any amendments approved by the County Attorney’s Office with the Commissioner of Transportation prescribing terms and conditions of said federal aid participation as set forth and contained in “Minnesota Department of Transportation Agency Agreement No. 1000187”, a copy of which said agreement was before the County Board and which is made a part hereof by reference. This project is identified as SP 069-070-015, CP 0000-187066 and will be accounted for in Fund 220, Agency 220350.

Yeas – Commissioners Jewell, Boyle, Dahlberg, Nelson, and Chair Stauber – 5

Nays – Commissioner Rukavina – 1

Absent – Commissioner Raukar – 1

Adopted March 24, 2015. No. 15-171

**BY COMMISSIONER NELSON:**

WHEREAS, As part of the Haines Road Project, the county and its contractor, Hammerlund Construction, Inc., of Grand Rapids, MN (collectively, the “Regulated Parties”), were required to obtain a National Pollutant Discharge Elimination System (NPDES) permit for the management of storm water at the construction site; and

WHEREAS, During the pendency of the project, the Minnesota Pollution Control Agency (MPCA) conducted inspections of the site, which resulted in the MPCA alleging that a number of violations of the NPDES permit had occurred; and

WHEREAS, The Regulated Parties dispute the alleged violations; and

WHEREAS, As a means of settling the dispute, the MPCA proposed a Stipulation Agreement whereby the alleged violations would be fully resolved in exchange for the Regulated Parties' payment of a penalty in the amount of \$46,000 and agreement to certain other terms; and

WHEREAS, Hammerlund has agreed to pay to the county the entire penalty amount of \$46,000; and

WHEREAS, In turn, and once the county receives Hammerlund's payment, the county has agreed to submit payment of the full penalty amount to the MPCA;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute the proposed Stipulation Agreement with the Minnesota Pollution Control Agency and authorizes the Public Works Director and the County Attorney to execute a MPCA Penalty Payment Agreement with Hammerlund Construction, Inc., of Grand Rapids, MN, outlining the terms of payment from Hammerlund to the county;

RESOLVED FURTHER, That the St. Louis County Board authorizes the acceptance of a payment of the full penalty amount of \$46,000 from Hammerlund to be deposited into Fund 220, Agency 220182, Object 583100, and the county's payment to the MPCA of the full penalty amount from Fund 220, Agency 220182, Object 637900.

Unanimously adopted March 24, 2015. No. 15-172

**BY COMMISSIONER JEWELL:**

RESOLVED, That the St. Louis County Board confirms the appointment of Steven K. Manninen as the St. Louis County Mine Inspector, Civil Service Supervisory bargaining unit, pay grade E24, step 1, \$25.12/hour, effective March 24, 2015;

RESOLVED FURTHER, That the Mine Inspector, before entering upon duties, shall take and subscribe the oath required, as stipulated in Minn. Stat. § 180.02.

Unanimously adopted March 24, 2015. No. 15-173

At 12:19 p.m., March 24, 2015, Commissioner Nelson, supported by Commissioner Jewell, moved to adjourn the meeting. The motion passed; six yeas, zero nays, one absent (Raukar).



Pete Stauber, Chair of the Board  
of County Commissioners

Attest:

  
Donald Dicklich, County Auditor *Chief Deputy*  
and Ex-Officio Clerk of the Board  
of County Commissioners

(Seal of the County Auditor)