



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

**June 1, 2021**

**Immediately following the Board Meeting, which begins at 9:30 A.M.**  
**Lake Superior Room, Government Services Center, 320 W. 2<sup>nd</sup> St., Duluth, MN**

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***NOTE:** Due to the COVID-19 pandemic, this meeting is being conducted in accordance with Minnesota Statutes § 13D.021, which provides that members of the St. Louis County Board may attend the meeting by telephone or other electronic means. This statute also provides that, if telephone or other electronic means are used to conduct a meeting, to the extent practical, the county shall allow a person to monitor the meeting electronically from a remote location. For information on how to view or participate in the County Board meeting, please visit the county website at [www.stlouiscountymn.gov](http://www.stlouiscountymn.gov), scroll to the County Board Meeting section, and click on the meeting date.*

**CONSENT AGENDA:**

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

**Minutes of May 25, 2021**

**Public Works & Transportation Committee, Commissioner McDonald, Chair**

1. Agreement with the Wisconsin Central, Ltd. to Renew the Crossing Surface at Railroad Crossing DOT 252015K on CSAH 137 (Clinton and Cherry Townships) [21-248]

**Finance & Budget Committee, Commissioner Nelson, Chair**

2. Amendments to the St. Louis County Heritage and Arts Center Tenant Lease Agreements [21-249]

**Public Safety & Corrections Committee, Commissioner Grimm, Chair**

3. Apply and Acceptance of the 2021 State Board and Water Safety Grant [21-250]
4. Reallocation of Four Information Specialist II Positions to Information Specialist III [21-251]

**Environment & Natural Resources Committee, Commissioner Musolf, Chair**

5. Planning Services for Design of an Integrated Solid Waste Management System [21-252]

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**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.*

**Finance & Budget Committee, Commissioner Nelson, Chair**

1. **Sale of Linden Grove Public Works Facility (Linden Grove Township)** [21-253]  
Resolution authorizing a purchase agreement and quit claim deed for the sale of the Linden Grove Public Works Facility to Darrel Kaml.
2. **Support for St. Louis County Heritage and Arts Center (The Depot) 2022 Capital Appropriation Request** [21-254]  
Resolution authorizing submittal of the 2022 Capital Appropriation request for the St. Louis County Heritage and Arts Center (The Depot).

3. **Support for S. Louis County Regional Landfill Leachate Treatment System Replacement 2022 Capital Appropriation Request [21-255]**  
Resolution authorizing submittal of the 2022 Capital Appropriation request for the Regional Landfill Leachate Treatment System Replacement.
4. **Support for St. Louis County Fair – 2022 Capital Appropriation Request [21-256]**  
Resolution authorizing submittal of the 2022 Capital Appropriation request for the St. Louis County Fair.
5. **St. Louis County Heritage and Arts Center Maintenance and Janitorial Contract and Authorization of 1.0 FTE Maintenance Worker/Helper Position [21-257]**  
Resolution authorizing a 1.0 FTE maintenance worker/helper to provide maintenance services for the St. Louis County Heritage and Arts Center (Depot).

**Central Management & Intergovernmental Committee, Commissioner Jewell, Chair**

1. **Appointment of 2021 Special Board of Appeal and Equalization – Replacement of Appointment for District #3 [21-258]**  
Resolution appointing Ashley Grimm, Duluth to serve as the Commissioner District #3 on the Special Board of Appeal and Equalization for Assessment Year 2021.

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**COMMISSIONER DISCUSSION ITEMS AND REPORTS:**

*Commissioners may introduce items for future discussion, or report on past and upcoming activities.*

**ADJOURNED:**

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

June 8, 2021	Government Services Center, 320 W. 2 <sup>nd</sup> St., Duluth, MN
June 22, 2021	Toivola Town Hall, 9063 Hwy 5, Meadowlands, MN
July 6, 2021	Duluth Courthouse, 100 N. 5 <sup>th</sup> Ave. W., 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 Administration (218-726-2450) early so necessary arrangements can be made.*

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

May 25, 2021

Location: Grand Lake Town Hall, Saginaw, Minnesota

Present: Commissioners Jewell, Boyle, Grimm, McDonald, Musolf, Nelson and Chair Jugovich

Absent: None

Convened: Chair Jugovich called the meeting to order at 10:27 a.m.

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## CONSENT AGENDA

McDonald/Musolf moved to approve the consent agenda. The motion passed. (7-0)

- Minutes of May 11, 2021
- Agreement with the Minnesota Department of Transportation to Accept LBRP Grant Funds and Authorize Reimbursements for County Bridge 159 Reconstruction Project [21-224]
- Acquisition of Right of Way - Replacement of County Bridge 631 over the Sturgeon River (Unorganized Township 60-20) [21-225]
- Acquisition of Right of Way - Replacement of County Bridge 136 over the Prairie River (Fine Lakes Township) [21-226]
- Premise Permit Application for Lawful Gambling (Unorganized Township 60-18) [21-227]
- Abatement List for Board Approval [21-228]
- Dedication of Permanent Highway Easements over County Fee Owned Property [21-229]
- Reauthorize Funding for Dovetail Partners Inc. Contract [21-230]
- Agreement with Waste Wood Recyclers, LLC for Brush Grinding, Hauling and Disposal [21-231]
- Joint Powers Agreement between the State of Minnesota and St. Louis County [21-232]
- Repurchase of State Tax Forfeited Land – 116 Duluth LLC Non-Homestead [21-233]
- Repurchase of State Tax Forfeited Land – Bagley (Homestead) [21-234]
- Repurchase of State Tax Forfeited Land – Mortensen (Non-Homestead) [21-235]
- Repurchase of State Tax Forfeited Land – Homer (Non-Homestead) [21-236]
- Repurchase of State Tax Forfeited Land – Kamunen (Non-Homestead) [21-237]
- Repurchase of State Tax Forfeited Land – McArthur (Homestead) [21-238]
- Repurchase of State Tax Forfeited Land – Moreland (Homestead) [21-239]
- Special Sale to the City of Duluth [21-240]

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## Public Works & Transportation Committee

Nelson/McDonald moved to award a bid to KGM Contractors, Inc., Angora, MN, in the amount of \$293,799.00 for project CP 0734-432192 (Low Prime), Culvert Replacements located on County Road 734 between County Road 220 and Trunk Highway 53 and County Road 868 674' North of County State Aid Highway 8. [21-241.] The motion passed. (7-0)

McDonald/Jugovich moved to authorize the purchase of ten (10) 2021 Mack Granite tandem trucks from Twin Cities Mack and Volvo Trucks of Roseville, MN, for a total cost of \$1,354,572.00. Commissioner McDonald commented that the county has to pay 6.5% sales tax because these vehicles are not classified as emergency vehicles; he hopes the classification can be changed in the future. Commissioner Nelson stressed the importance of building storage facilities to protect the investment of county equipment. [21-242]. The motion passed. (7-0)

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### **Finance & Budget Committee**

Jugovich/Jewell moved that the St. Louis County Board approves a one-time grant contribution in the amount of \$60,000 to the Zeitgeist Center for Arts and Community to support the Duluth Superior Film Festival and Northland Film Schools; and further, that if necessary, appropriate county officials are authorized to negotiate the terms and conditions and execute appropriate grant/funding agreement(s) with the Zeitgeist Center for Arts and Community. [21-243]. Tony Cuneo, Executive Director of Zeitgeist Center for Arts and Community, said that the classes and resources will help make county investments in the regional film economy more likely to succeed and will give voice to Northland communities' local stories. The program has been successfully piloted at the Discovery Center in Chisholm. Matt Koshmrl, Director of the Duluth Superior Film Festival, said that fifty people went through the program and have produced films that are festival-ready. Films shown at festivals will help local filmmakers connect with the global film community. After further discussion, the motion passed. (7-0)

Jugovich/Nelson moved that pursuant to the requirements and procedures of Minn. Stat. § 373.01 Subdivision 5(i), the Chair of the County Board and the County Auditor are authorized to execute and deliver a quit claim deed conveying the sale of unimproved non-conforming fee land, parcel code: 535-0010-04220, to Harvey A. Jarvis, Jr., and Bruce D. Jarvis, for the amount of \$1,080, payable to Fund 100, Agency 128014, Object 583202. The grantee(s) are also responsible for deed tax and recording fees. [21-244]. The motion passed. (7-0)

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### **Central Management & Intergovernmental Committee**

Jewell/Boyle moved that the St. Louis County Board approves the Internal Audit Analyst job classification, which is allocated to Grade B21: \$50,832 - \$70,644 (annual steps and longevities through twenty-four years of service – 2021 salary rates) and for the Internal Audit Analyst Senior job classification at Grade B23: \$54,636 - \$76,212 (annual steps and longevities through twenty-four years of service - 2021 salary rates) both in the Civil Service Basic Unit Pay Plan; and further, that the St. Louis County Board approves reallocation of a vacant 1.0 FTE Information Specialist II (position 0421-011) to the Internal Audit Analyst job classification series, payable from Fund 100, Agency 115011 in the Auditor's Office. St. Louis County Administrator Kevin Gray said that the reallocation will create two job classes and budget funding for the positions is available in the Auditor's Office. St. Louis County Auditor Nancy Nilsen commented that the Internal Audit position will allow the Senior Internal Auditor to focus on critical areas. Auditor Nilsen was hoping to make the change last year; however, the pandemic-related hiring freeze put the position on hold. [21-245]. The motion passed. (7-0)

Jewell/McDonald moved to reappoint John Klarich – Small Cities, Terry Samsa – Chisholm, Margaret Taylor – At Large, and Robert Wilmunen – Ely, as representatives to the Community Development Block Grant (CDBG) Citizen Advisory Committee for terms ending April 30, 2024; and further, that the County Auditor advertise and accept applications through July 31, 2021, for one (1) vacant position on the CDBG Citizen Advisory Committee as an At Large representative with a term to expire April 30, 2024. [21-246]. The motion passed. (7-0)

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## **COMMISSIONER DISCUSSION ITEMS AND REPORTS**

Commissioner Nelson commented that mental health and drug abuse issues cause eight to ten times the number of deaths compared to individuals with weapons. Commissioner Nelson applauded the Board's efforts to focus on mental health and drug abuse issues.

At 11:01 a.m., Boyle/Jewell moved to adjourn the Committee of the Whole meeting. The motion passed. (7-0)

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Mike Jugovich, Chair of the County Board

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Phil Chapman, Clerk of the County Board

# **BOARD LETTER NO. 21 – 248**

## **PUBLIC WORKS & TRANSPORTATION COMMITTEE CONSENT NO. 1**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** Agreement with the Wisconsin Central, Ltd. to Renew the Crossing Surface at Railroad Crossing DOT 252015K on CSAH 137 (Clinton and Cherry Townships)

**FROM:** Kevin Z. Gray  
County Administrator

James T. Foldesi  
Public Works Director/Highway Engineer

#### **RELATED DEPARTMENT GOAL:**

To provide a safe, well maintained road and bridge system.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to authorize an agreement with the Wisconsin Central, Ltd. to renew the crossing surface at railroad crossing DOT 252015K located on County State Aid Highway (CSAH) 137 (Spirit Lake Road) in the Townships of Clinton and Cherry.

#### **BACKGROUND:**

The Public Works Department has programmed a project to resurface CSAH 137 (Spirit Lake Road), beginning at MNTH 37 and ending at US 169, in 2021. This roadway resurfacing project is identified as SAP 069-737-002, CP 0137-275617. There is a railroad crossing, DOT 252015K, located on this roadway segment. In preparation for the roadway resurfacing project, the Public Works Department has coordinated with the Wisconsin Central, Ltd. to renew this crossing surface before the roadway resurfacing project. This crossing surface renewal project is identified as CP 0137-611367. Under this project, the existing crossing surface will be removed and new crossing surface will be installed. By renewing the crossing surface before the roadway resurfacing project, this coordination will result in a higher ride quality when traveling over the railroad crossing.

St. Louis County will be responsible to contribute towards the material costs to renew this crossing surface. The total lump sum obligation of St. Louis County is anticipated to

be \$9,000. The remainder of the project cost will be the responsibility of the Wisconsin Central, Ltd. Additionally, Wisconsin Central, Ltd. will also be responsible to manage and perform the actual work.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize an agreement with the Wisconsin Central, Ltd. to renew the crossing surface at railroad crossing DOT 252015K located on CSAH 137 (Spirit Lake Road) in the Townships of Clinton and Cherry payable from Fund 200, Agency 203621, Object 652800.

**Agreement with the Wisconsin Central, Ltd. to Renew the Crossing Surface at  
Railroad Crossing DOT 252015K on CSAH 137 (Clinton and Cherry Townships)**

BY COMMISSIONER \_\_\_\_\_

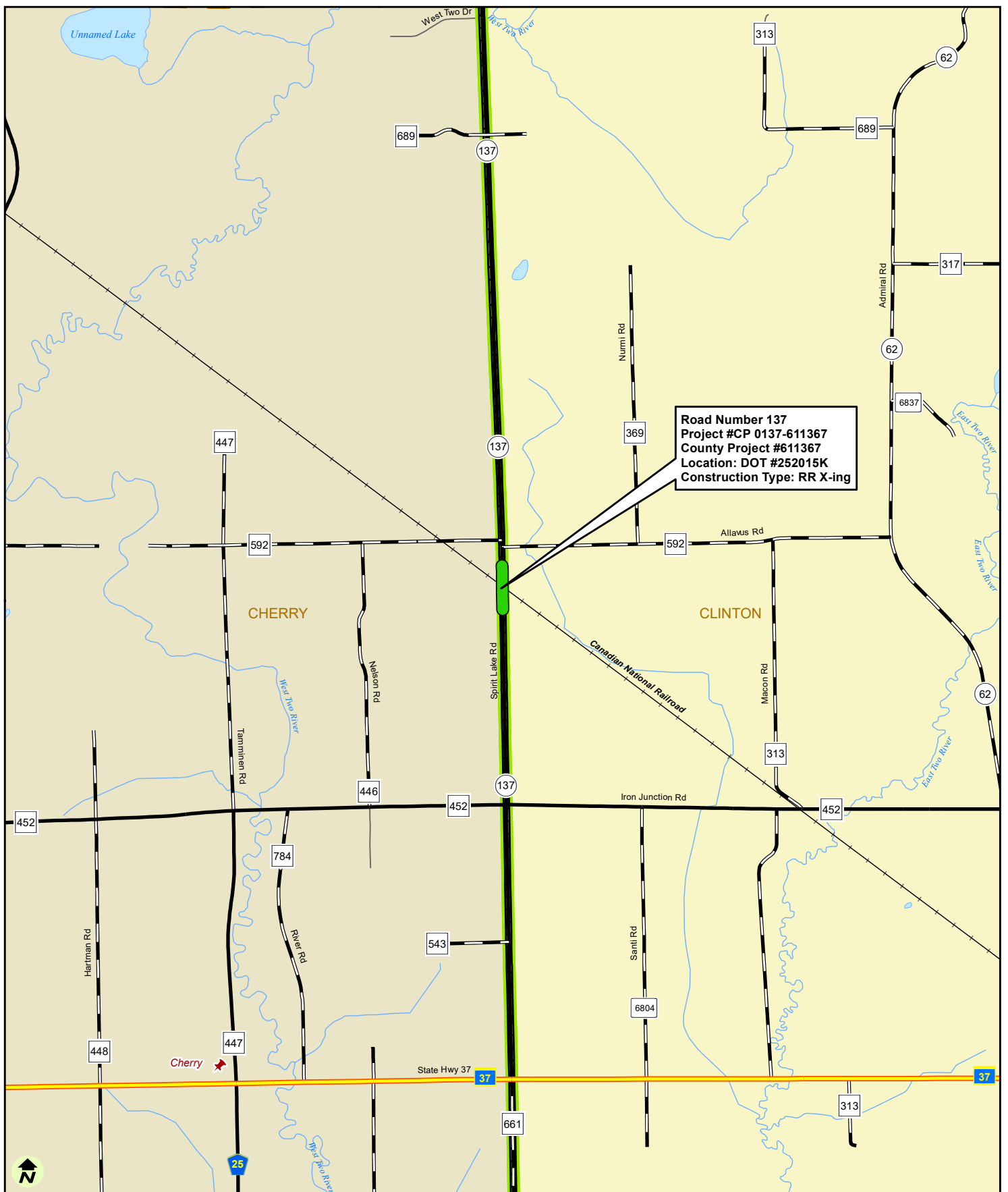
WHEREAS, The Public Works Department has programmed a project to resurface CSAH 137 (Spirit Lake Road), beginning at MNTH 37 and ending at US 169, in 2021, which project is further identified as SAP 069-737-002, CP 0137-275617; and

WHEREAS, There is one railroad crossing, DOT 252015K, located on this roadway segment; and

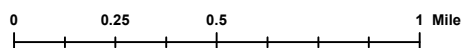
WHEREAS, The Public Works Department has coordinated with the Wisconsin Central, Ltd. to renew this crossing surface before the roadway resurfacing project; and

WHEREAS, The Wisconsin Central, Ltd. will be responsible to manage and perform the actual work to renew this crossing surface.

THEREFORE, BE IT RESOLVED, That the appropriate county officials are hereby authorized to enter into an agreement, and approve any amendments approved by the County Attorney's Office, with the Wisconsin Central, Ltd. to renew the crossing surface at railroad crossing DOT 252015K located on CSAH 137 (Spirit Lake Road) in the Townships of Clinton and Cherry (CP 0137-611367) payable from Fund 200, Agency 203621, Object 652800.



# St. Louis County 2021 Road & Bridge Construction



## Map Components

- 2021 Road & Bridge Construction
- RR Xing Improvement
- 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. 21 - 249**

## **FINANCE & BUDGET COMMITTEE CONSENT NO. 2**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** Amendments to the St. Louis  
County Heritage and Arts  
Center Tenant Lease  
Agreements

**FROM:** Kevin Z. Gray  
County Administrator

Brian Fritsinger  
Deputy Administrator

Mary Tennis, Director  
St. Louis County Depot/Extension

#### **RELATED DEPARTMENT GOAL:**

To manage county owned properties in an efficient and cost-effective manner to ensure success in their designated public use.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to authorize lease agreements with the tenants of the St. Louis County Heritage and Arts Center (Depot).

#### **BACKGROUND:**

The St. Louis County Board established a Depot subcommittee in 2018 to review the operations of the Depot. As part of this investigation, the subcommittee met with the various tenants of the Depot and tenant leases were authorized as part of Resolution No. 18-733.

The current tenant leases are used to clarify roles, responsibilities and other terms related to the use of space at the Depot. The leases vary in length of terms, but are based on 12, 24, and 36-month cycles. This agreement will extend automatically for successive 12-month terms unless the county or tenant give written notice that it does not want it renewed. Notice must be given at least 90 days before the renewal date.

#### **RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize the development and execution of lease agreements with the tenants of the St. Louis County Heritage and Arts Center effective January 1, 2021 subject to final review and approval by the County Attorney.

**Amendments to the St. Louis County Heritage and Arts Center  
Tenant Lease Agreements**

BY COMMISSIONER\_\_\_\_\_

WHEREAS, The St. Louis County Board has established a subcommittee to review the operations and maintenance of the St. Louis County Heritage and Arts Center (Depot); and

WHEREAS, In 2019, the County created the position of and hired a Director to manage Depot operations; and

WHEREAS, The Director continues to meet with tenants of the Depot to discuss and consider quality of issues that could be implemented to assist with operations; and

WHEREAS, This agreement will extend automatically for successive 12 month terms unless the county or tenant give written notice that it does not want it renewed. Notice must be given at least 90 days before the renewal date.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorize the development and execution of amendments to the lease agreements with the tenants of the St. Louis County Heritage and Arts Center effective January 1, 2021 subject to final review and approval by the County Attorney.

RESOLVED FURTHER, That unless otherwise agreed upon at the expiration of the current leases, the leases shall automatically renew for successive 12-month terms.

# **BOARD LETTER NO. 21 – 250**

## **PUBLIC SAFETY & CORRECTIONS COMMITTEE CONSENT NO. 3**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** Apply and Acceptance of the  
2021 State Board and Water  
Safety Grant

**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 the application and acceptance of the 2021 State Boat and Water Safety grant in the amount of \$114,864 from the State of Minnesota, Department of Natural Resources.

#### **BACKGROUND:**

Boat and Water Safety activities are addressed under Minn. Stat. § 86B and the Minnesota Department of Natural Resources Rules Chapter 6110 and portions of Chapter 169A. The policy of the State is to maintain safe and useable waterways for its population. This is done by entering into grant agreements with the counties for sheriff services.

The Boat and Water Safety Grant directs and enables the Sheriff to patrol St. Louis County waterways, to enforce the boat and water safety rules, to inspect watercraft, to provide search and rescue operations, and to conduct accident investigation as needed.

The County has been awarded \$114,864 for the grant period of January 1, 2021 to June 30, 2022.

#### **RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize the application and acceptance of the State Boat and Water Safety grant, to be accounted for in Fund 100, Agency 130999, Grant 13001, Year 2021.

## **Apply and Acceptance of the 2021 State Board and Water Safety Grant**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, It is the policy of the State of Minnesota to promote safe and useable waterways within the state; and

WHEREAS, The State provides grants for sheriff services to carry out this policy; and;

WHEREAS, The St. Louis County Sheriff's Office provides boat and water safety in the county.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the application and acceptance of the 2021 State Boat & Water Safety grant in the amount of \$114,864 to be accounted for in Fund 100, Agency 130999, Grant 13001, Year 2021.

# **BOARD LETTER NO. 21 – 251**

## **PUBLIC SAFETY & CORRECTIONS COMMITTEE CONSENT NO. 4**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** Reallocation of Four  
Information Specialist II  
Positions to Information  
Specialist III

**FROM:** Kevin Z. Gray  
County Administrator

Ross Litman  
Sheriff

James R. Gottschald, Director  
Human Resources and Administration

#### **RELATED DEPARTMENT GOAL:**

To enhance operational efficiency.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to approve the reallocation of four (4) 1.0 FTE Sheriff's Office Information Specialist II positions to four (4) 1.0 FTE Information Specialist III positions.

#### **BACKGROUND:**

When vacancies occur in the Sheriff's Office, a review is done to determine if those positions should be filled, and if so, should they be reallocated to a level more aligned with the needs of the Office and the customers served. The Sheriff's Office recently conducted this review when four Information Specialist II positions became vacant. Due to the previous reduction of clerical FTE's and the need to have staff cross trained in all functions of these clerical positions, it was apparent that the work being performed is at a higher level of administrative support. Additionally, there has been a sustained increase in workload. Additionally, the need to extract, analyze and interpret information as well as more judgement and decision making skills requires a complex/higher functioning skillset.

The Sheriff's Office requested position reallocation reviews by Human Resources. On May 11, 2021, Human Resources reallocated the vacant Information Specialist II

positions to the Information Specialist III class. Because these reallocations are more than three pay grades, County Board approval is required.

Two positions will be located in the Duluth Sheriff's Office, one in the Hibbing Sheriff's Office and one in the Virginia Sheriff's Office.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize the reallocation of four (4) vacant 1.0 FTE Information Specialist II positions (Position codes 0420-047, 0421-065, 0421-097 & 0420-066, Civil Service Basic Unit Pay Plan, Pay Grade B10), to a 1.0 FTE Information Specialist III (Civil Service Basic Unit Pay Plan, Pay Grade B14), in the St. Louis County Sheriff's Office, resulting in an annual increase of approximately \$4,583 for each position, for a total of \$18,332 (dependent upon the starting salary of a successful candidate) to be accounted for in Fund 100, Agency 129000, Object 610100.

## **Reallocation of Four Information Specialist II Positions to Information Specialist III**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, When a vacancy occurs in the Sheriff's Office, a review is done to determine if the positions should be filled as is or if they should be reallocated to a level more aligned with the needs of the Office and the customers it serves; and

WHEREAS, The Sheriff's Office and Human Resources Department conducted such a review when these Information Specialist II positions became vacant and determined that reallocation to the Information Specialist III class was appropriate; and

WHEREAS, County fiscal policies specify that any position change greater than three pay grades must go to the County Board for approval; and

WHEREAS, Two positions will be located in the Duluth Sheriff's Office, one in the Hibbing Sheriff's Office and one in the Virginia Sheriff's Office.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the reallocation of four (4) 1.0 FTE Information Specialist II positions (Position codes 0420-047, 0421-065, 0421-097 & 0420-066, Civil Service Basic Unit Pay Plan, Pay Grade B10), to 1.0 FTE Information Specialist III (Civil Service Basic Unit Pay Plan, Pay Grade B14), in the Sheriff's Office, resulting in a total increase of approximately \$18,332 (dependent upon the starting salary of a successful candidate) to be accounted for in Fund 100, Agency 129000, Object 610100.

# **BOARD LETTER NO. 21 - 252**

## **ENVIRONMENTAL & NATURAL RESOURCES COMMITTEE CONSENT NO. 5**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** Planning Services for Design  
of an Integrated Solid Waste  
Management System

**FROM:** Kevin Z. Gray  
County Administrator

Dave Fink, Interim Director  
Environmental Services

#### **RELATED DEPARTMENT GOAL:**

To pursue efficient and effective waste management programs to enhance services to residents and businesses.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to authorize a one-year contract with Northeast Technical Services (NTS) of Virginia, MN to prepare a planning document to guide the permitting, design and construction of key components of an integrated waste management system in central St. Louis County.

#### **BACKGROUND:**

The St. Louis County Regional Landfill (Landfill) opened in November 1993 and remains the only municipal solid waste (MSW) landfill in northeastern Minnesota, providing MSW disposal to the County's Solid Waste Management Area (SWMA). The SWMA includes all of St. Louis County outside the Western Lake Superior Sanitary District (WLSSD) boundary. The Landfill capacity is projected to last another twenty-five years, based on current fill rates. Based on current land ownership, there are geologic and geographic constraints to expanding the Landfill and associated leachate treatment and land application system. For this reason, the Environmental Services Department (Department) has been evaluating alternative long-term waste disposal and treatment options for the current SWMA and the region. Included in these options is the siting of a MSW landfill sized to serve the SWMA and the region's needs should the conditions warrant.

The Department has identified the Voyageur Industrial Landfill near Canyon as a potential county MSW landfill and leachate treatment site based on several factors including, but not limited to:

- Already existing on the site is a Minnesota Pollution Control Agency (MPCA) permitted industrial landfill that has the potential to be re-permitted to accept MSW.
- The site meets or exceeds basic MSW landfill siting requirements.
- The site is surrounded on three sides by public lands, ensuring adequate expansion area for the ability to site an integrated solid waste management system that includes an MSW landfill, a waste processing facility, an onsite leachate treatment system, a solar array, and buffer area.
- The site is centrally located on Highway 53 between the two major waste areas (Range cities and Duluth).
- The site will be designed to provide MSW landfill capacity for the WLSSD SWMA (south St. Louis County) and the region, if needed.
- The site will be designed to accept unlined closed landfills and old dumps within the County that currently pose environmental risk and inhibit economic development.
- The site will be designed to treat and manage MSW landfill leachate as well as leachate from operating industrial landfills and MPCA closed landfills currently treated in municipal wastewater treatment plants that are not designed to treat all the contaminants of landfill leachate, including problematic compounds such as PFAS.

The Department has requested, received and accepted a proposal from NTS to prepare a planning document to guide the permitting, design and construction of key components of an integrated solid waste management system, and its associated cost, for the site identified in Canyon but adaptable to other potential locations.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize Environmental Services to enter into a one-year contract with Northeast Technical Services to develop a planning document to guide the permitting, design and construction of key components of an integrated solid waste management system for an estimated contract value of \$129,916.

## **Planning Services for Design of an Integrated Solid Waste Management System**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, The St. Louis County Regional Landfill (Virginia), which serves the citizens within the St. Louis County Solid Waste Management Area, has capacity projected to last another twenty-five years, based on current fill rates; and

WHEREAS, Based on current land ownership, there are geologic and geographic constraints to expanding the Regional Landfill and associated leachate treatment and land application system; and

WHEREAS, The Environmental Services Department (Department) has been evaluating alternative long-term waste disposal and treatment options for the current SWMA and the region, including the siting of a MSW landfill sized to serve the SWMA and the region's needs, should the conditions warrant; and

WHEREAS, The Department has identified the Voyageur Industrial Landfill near Canyon as a potential county MSW landfill and leachate treatment site; and

WHEREAS, The Department has requested, received and accepted a proposal from Northeast Technical Services, Inc. of Virginia, MN to prepare a planning document to guide the permitting, design and construction of key components of the development of an integrated solid waste management system, and its associated cost, for the site identified in Canyon, but adaptable to other potential locations.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a one-year contract with Northeast Technical Services to develop a planning document to guide the permitting, design and construction of key components of an integrated solid waste management system for an estimated contract value of \$129,916 payable from Fund 600, Agency 608001, Object 660268.

# **BOARD LETTER NO. 21 - 253**

## **FINANCE & BUDGET COMMITTEE NO. 1**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** Sale of Linden Grove Public  
Works Facility (Linden Grove  
Township)

**FROM:** Kevin Z. Gray  
County Administrator

James T. Foldesi  
Public Works Director / Highway Engineer

Jerry Hall, Director  
Property Management

#### **RELATED DEPARTMENT GOAL:**

To facilitate county fee land purchase, sale and easement activities.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to authorize entering into a purchase agreement and executing a quit claim deed for the sale of surplus fee owned improved property to Darrel Kaml for the Linden Grove Public Works facility

#### **BACKGROUND:**

Pursuant to the procedures outlined in the Sale of County Fee Land Policy and the requirements and procedures of Minn. Stat. § 373.01, the vacant Linden Grove Public Works facility was offered for sale by Resolution No. 20-494, dated October 27, 2020 with bids due on Tuesday, December 15, 2020 where no bid(s) were received. On January 12, 2021 the County Board, pursuant to Resolution No. 21-38, authorized the use of a real estate broker to market this property.

An offer of \$297,000 to purchase this facility has been received which meets the terms of Resolution No. 21-38. The buyer, Darrel Kaml, is pursuing a Conditional Use permit for his planned use of the property and the County is working on some issues with the existing onsite wastewater treatment system which should be completed soon.

#### **RECOMMENDATION:**

It is recommended that the St. Louis County Board approve the sale of the Linden Grove Public Works Facility to Darrel Kaml in the amount of \$297,000, plus deed tax and

recording fees, contingent upon the buyer obtaining a conditional use permit. It is also recommended that the appropriate County officials be authorized to enter into a purchase agreement and issue a quit claim deed.

## **Sale of Linden Grove Public Works Facility (Linden Grove Township)**

BY COMMISSIONER\_\_\_\_\_

WHEREAS, St. Louis County Public Works Department has vacated the Linden Grove Public Works facility, the sale of this property was approved by Board Resolution No. 20-494, dated October 27, 2020; and

WHEREAS, The County Board authorized the pursuit of a sale of the property using the services of a real estate broker by Board Resolution No. 21-38, dated January 12, 2021, to sell the property for not less than 90% of its appraised market value in accordance with the requirements of Minnesota Statutes § 373.01; and

WHEREAS, A written offer of \$297,000 from Darrel Kaml has been received by St. Louis County Property Management and the offer meets the requirement of Resolution No. 21-38 and said property is described in County Board File No.\_\_\_\_\_.

THEREFORE, BE IT RESOLVED, That pursuant to the requirements and procedures of Minn. Stat. § 373.01, the St. Louis County Board authorizes the appropriate county officials to enter into a purchase agreement and quit claim deed for the sale of said property to Darrel Kaml for the amount of \$297,000 contingent upon the buyer obtaining the proposed conditional use permit, payable to Fund 405, Agency 405001, Object 583202 and additional revenue budgeted for expense in Fund 405, Agency 405001, Object 663100 where the buyer is also responsible for payment of deed tax and recording fees.



## ADDENDUM TO COMMERCIAL PURCHASE AGREEMENT: COUNTEROFFER

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1. Date May 3rd, 2021
2. Page 1

3. Addendum to Purchase Agreement between parties, dated March 31st 2021
4. (Date of this Purchase Agreement), pertaining to the purchase and sale of the Property at
5. 11193 Highway 1 Cook MN 55723

6. ***This Counteroffer does not include the terms or conditions in any previous Counteroffer(s).***

7. The Purchase Agreement is rejected and the following Counteroffer is hereby made. All terms and conditions remain
8. the same, as stated in the Purchase Agreement, except the following:

9. (Select appropriate changes from original offer.)

10. ☒ Sale price shall be \$ 297,000.00

11. ☐ Earnest money shall be a total of \$ \_\_\_\_\_

12. ☐ Closing date shall be on or before \_\_\_\_\_

13. ☒ Other:
14. Conditional Use Permit: Offer is contingency on St. Louis County approving a Conditional Use Permit
15. (CUP) for the proposed project of a countertop fabrication and indoor storage rental business with
16. terms and conditions acceptable to the buyer. If the terms/conditions set by the CUP, including the
17. possible installation of sprinkler system, are not satisfactory to the buyer, the parties may agree in
18. writing on or before June 30, 2021 to negotiate between Buyer and Seller those costs/actions
19. necessary to meet the requirements of the CUP. In the absense of such agreement, either party may
20. declare this purchase agreement canceled by written notice to the other other party and Buyer and
21. Seller shall immediately sign an Cancellation of Purchase Agreement and directing all earnest money
22. paid here to be refunded to buyer.

23. Septic System: Offer is contingent on septic system not having to be replaced. Septic system has
24. been inspected and preliminary results are a pump tank needs to be replaced and septic will be
25. deemed nonconforming and does not need to be replaced. Seller will assume responsibility for the
26. having the pump tank replaced. If said tank cannot be replaced prior to closing, seller will escrow
27. funds at closing to have the tank replaced/repared.

28. If septic system does need replacement, then the parties may agree in writing on or before the date of
29. closing, to negotiate an allocation between Buyer and Seller of those costs necessary to bring the
30. septic system into conforming or non-conforming status. In the absense of such agreement, either
31. party may declare this purchase agreement canceled by written notice to the other other party and
- Buyer and Seller shall immediately sign an Cancellation of Purchase Agreement and directing all
- earnest money paid here to be refunded to buyer.

- 28.
- 29.
- 30.
- 31.

**ADDENDUM TO COMMERCIAL  
PURCHASE AGREEMENT: COUNTEROFFER**

32. Page 2

33. Property located at 11193 Highway 1 Cook MN 55723

34. \_\_\_\_\_

35. \_\_\_\_\_

36. \_\_\_\_\_

37. \_\_\_\_\_

38. \_\_\_\_\_

39. \_\_\_\_\_

40. \_\_\_\_\_

41. \_\_\_\_\_

42. \_\_\_\_\_

43. \_\_\_\_\_

44. \_\_\_\_\_

45. \_\_\_\_\_

46. \_\_\_\_\_

**47. SELLER**

48. \_\_\_\_\_  
(Business Entity or Individual Name)

49. By: \_\_\_\_\_  
(Seller)

50. Its: \_\_\_\_\_  
(Title)

51. \_\_\_\_\_  
(Date)

**52. SELLER**

53. \_\_\_\_\_  
(Business Entity or Individual Name)


54. By: \_\_\_\_\_  
(Seller)

55. Its: \_\_\_\_\_  
(Title)

56. \_\_\_\_\_  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By:   
05/04/2021 8:06:57 AM CDT

Its: \_\_\_\_\_  
(Title)

05/04/2021

\_\_\_\_\_  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer)

Its: \_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Date)

57. **ATTACH ONLY THE FINAL COUNTEROFFER ADDENDUM TO THE PURCHASE AGREEMENT.**

58. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**

59. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

MN:ACPA:C-2 (8/20)



# COMMERCIAL PURCHASE AGREEMENT

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1. Page 1 Date March 31st 2021

2. BUYER(S) is/are: Darrel Kaml, (Check one.)
3. ☒ individual(s); OR ☐ a business entity organized under the laws of the State of \_\_\_\_\_.
4. SELLER(S) is/are: St. Louis County, (Check one.)
5. ☐ individual(s); OR ☒ a business entity organized under the laws of the State of Minnesota.
6. Buyer's earnest money in the amount of \_\_\_\_\_
7. Five Thousand Dollars
8. (\$ 5,000.00 ) shall be delivered no later than two (2) Business Days after
9. Final Acceptance Date to be deposited in the trust account of: (Check one.)
10. ☒ listing broker; or
11. ☐ \_\_\_\_\_, (Trustee)
12. within three (3) Business Days of receipt of the earnest money or Final Acceptance Date whichever is later.
13. Said earnest money is part payment for the purchase of property at \_\_\_\_\_
14. 11193 Highway 1 located in the
15. City/Township of Cook, County of St. Louis,
16. State of Minnesota, Zip Code 55723, PID # (s) 430-0010-01642
17. \_\_\_\_\_
18. and legally described as follows S. 660' of W. 330' of SW1/4 of SE1/4 of Sec 10, T.62 N,R. 20W
19. \_\_\_\_\_
20. \_\_\_\_\_ (collectively the "Property")
21. together with the personal property as described in the attached *Addendum to Commercial Purchase Agreement:*
22. *Personal Property*, if any, all of which property the undersigned has this day sold to Buyer for the sum of:
23. Two Hundred Fifty Thousand
24. \_\_\_\_\_
25. (\$ 250,000.00 ) Dollars ("Purchase Price"), which Buyer agrees to pay in the following manner:
26. 1. **CASH** of 20 percent (%) of the sale price, or more in Buyer's sole discretion, which includes the earnest
27. money; PLUS
28. 2. **FINANCING** of 80 percent (%) of the sale price. Buyer shall, at Buyer's sole expense, apply for any
29. financing as required by this Purchase Agreement.
30. Such financing shall be: (Check one.) ☒ a first mortgage; ☐ a contract for deed; or ☐ a first
31. mortgage with subordinate financing, as described in the attached *Addendum to Commercial Purchase Agreement:*
32. ☒ **Conventional/SBA/Other** ☐ **Contract for Deed.**  
----- (Check one.) -----
33. **DUE DILIGENCE:** This Purchase Agreement ☒ **IS** ☐ **IS NOT** subject to a due diligence contingency. (If answer is **IS**,  
----- (Check one.) -----)
34. see attached *Addendum to Commercial Purchase Agreement: Due Diligence.*
35. **CLOSING:** The date of closing shall be July 29th 2021.

# COMMERCIAL PURCHASE AGREEMENT

36. Page 2 Date March 31st 2021

37. Property located at 11193 Highway 1 Cook MN 55723.

38. **DEED/MARKETABLE TITLE:** Subject to performance by Buyer, Seller agrees to execute and deliver a: *(Check one.)*

39. ☒ **WARRANTY DEED** ☐ **LIMITED WARRANTY DEED** ☐ **CONTRACT FOR DEED**

40. ☐ **OTHER:** \_\_\_\_\_ **DEED** conveying marketable title, subject to:

41. (a) building and zoning laws, ordinances, and state and federal regulations;

42. (b) restrictions relating to use or improvement of the Property without effective forfeiture provisions;

43. (c) reservation of any mineral rights by the State of Minnesota or other government entity;

44. (d) utility and drainage easements which do not interfere with existing improvements; and

45. (e) others (must be specified in writing): \_\_\_\_\_

46. \_\_\_\_\_

47. **TENANTS/LEASES:** Property ☐ **IS** ☒ **IS NOT** subject to rights of tenants (if answer is **IS**, see attached *Addendum* \_\_\_\_\_ *(Check one.)* \_\_\_\_\_)

48. *to Commercial Purchase Agreement: Due Diligence*).

49. Seller shall not execute leases from the Date of this Purchase Agreement to the date of closing, the term of which lease  
50. extends beyond the date of closing, without the prior written consent of Buyer. Buyer's consent or denial shall be

51. provided to Seller within \_\_\_\_\_ days of Seller's written request. Said consent  
52. shall not be unreasonably withheld.

53. **REAL ESTATE TAXES:** Real estate taxes due and payable in the year of closing shall be prorated between Seller and  
54. Buyer on a calendar year basis to the actual date of closing unless otherwise provided in this Purchase Agreement.  
55. Real estate taxes, including penalties, interest, and any associated fees, payable in the years prior to closing shall  
56. be paid by Seller. Real estate taxes payable in the years subsequent to closing shall be paid by Buyer.

## 57. SPECIAL ASSESSMENTS:

58. ☐ **BUYER AND SELLER SHALL PRORATE AS OF THE DATE OF CLOSING** ☒ **SELLER SHALL PAY** \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

59. on the date of closing all installments of special assessments certified for payment with the real estate taxes due and  
60. payable in the year of closing.

61. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PAY ON DATE OF CLOSING** all other special assessments \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

62. levied as of the Date of this Purchase Agreement.

63. ☐ **BUYER SHALL ASSUME** ☒ **SELLER SHALL PROVIDE FOR PAYMENT OF** special assessments pending as \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

64. of the Date of this Purchase Agreement for improvements that have been ordered by any assessing authorities. (Seller's  
65. provision for payment shall be by payment into escrow of up to two (2) times the estimated amount of the assessments  
66. or less, as allowed by Buyer's lender.)

67. Buyer shall pay any unpaid special assessments payable in the year following closing and thereafter, the payment of  
68. which is not otherwise here provided.

69. As of the Date of this Purchase Agreement, Seller represents that Seller ☐ **HAS** ☒ **HAS NOT** received a notice \_\_\_\_\_ *(Check one.)* \_\_\_\_\_

70. regarding any new improvement project from any assessing authorities, the costs of which project may be assessed  
71. against the Property. Any such notice received by Seller after the Date of this Purchase Agreement and before  
72. closing shall be provided to Buyer immediately. If such notice is issued after the Date of this Purchase Agreement  
73. and on or before the date of closing, then the parties may agree in writing, on or before the date of closing, to pay,  
74. provide for the payment of, or assume the special assessments. In the absence of such agreement, either party may  
75. declare this Purchase Agreement canceled by written notice to the other party, or licensee representing or assisting the  
76. other party, in which case this Purchase Agreement is canceled. If either party declares this Purchase Agreement  
77. canceled, Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said  
78. cancellation and directing all earnest money paid here to be refunded to Buyer.

MNC:PA-2 (8/20)

# COMMERCIAL PURCHASE AGREEMENT

79. Page 3 Date March 31st 2021

80. Property located at 11193 Highway 1 Cook MN 55723.

81. **POSSESSION:** Seller shall deliver possession of the Property: *(Check one.)*

82. ☒ **IMMEDIATELY AFTER CLOSING;** or

83. ☐ **OTHER:** \_\_\_\_\_.

84. Seller agrees to remove ALL DEBRIS AND ALL PERSONAL PROPERTY NOT INCLUDED HERE from the Property  
85. by possession date.

86. **PRORATIONS:** All items customarily prorated and adjusted in connection with the closing of the sale of the Property  
87. here including but not limited to rents, operating expenses, interest on any debt assumed by Buyer, shall be prorated  
88. as of the date of closing. It shall be assumed that Buyer will own the Property for the entire date of the closing.

89. **RISK OF LOSS:** If there is any loss or damage to the Property between Date of this Purchase Agreement and the date  
90. of closing, for any reason, the risk of loss shall be on Seller. If the Property is destroyed or substantially damaged before  
91. the closing, this Purchase Agreement shall be canceled, at Buyer's option, if Buyer gives written notice to Seller, or licensee  
92. representing or assisting Seller, of such cancellation within thirty (30) days of the damage. Upon said cancellation,  
93. Buyer and Seller shall immediately sign a written cancellation of Purchase Agreement confirming said cancellation  
94. and directing all earnest money paid here to be refunded to Buyer.

95. **EXAMINATION OF TITLE:** Seller shall, at its expense, within 20 \_\_\_\_\_ days after Final  
96. Acceptance Date, furnish to Buyer, or licensee representing or assisting Buyer, a commitment for an owner's policy  
97. of title insurance from TBD \_\_\_\_\_, including levied and pending special

(Name of Title Company)

98. assessments. Buyer shall be allowed ten (10) days ("Objection Period") after receipt of the commitment for title  
99. insurance to provide Seller, or licensee representing or assisting Seller, with written objections. Buyer shall be deemed  
100. to have waived any title objections not made within the Objection Period provided for immediately above and any  
101. matters with respect to which title objection is so waived may be excepted from the warranties in the Deed as specified  
102. here to be delivered pursuant to this Agreement.

103. **TITLE CORRECTIONS AND REMEDIES:** Seller shall have thirty (30) days ("Cure Period") from receipt of Buyer's  
104. written title objections to cure any title objections but shall not be obligated to do so. Upon receipt of Buyer's title  
105. objections, Seller shall, within ten (10) days, notify Buyer, or licensee representing or assisting Buyer, in writing whether  
106. or not Seller will endeavor to cure such objections within the Cure Period. Liens or encumbrances for liquidated  
107. amounts created by instruments executed by Seller and which can be released by payment proceeds of closing shall  
108. not delay the closing.

109. If Seller's notice states that Seller will not endeavor to cure one or more specified objections within the Cure Period,  
110. Buyer may, as its sole remedy, within ten (10) days of the sending of such notice by Seller, declare this Purchase  
111. Agreement canceled by written notice to Seller, or licensee representing or assisting Seller, in which case this Purchase  
112. Agreement is canceled. If Buyer declares this Purchase Agreement canceled, Buyer and Seller shall immediately sign a  
113. written cancellation of Purchase Agreement confirming said cancellation and directing all earnest money paid here to  
114. be refunded to Buyer. If Buyer does not declare this Purchase Agreement canceled as provided immediately above,  
115. Buyer shall be bound to proceed with the closing and to purchase the Property subject to the objections Seller has  
116. declined to cure without reduction in the Purchase Price.

117. If Seller's notice states that Seller will endeavor to cure all of the specified objections, or if Seller's notice states that  
118. Seller will endeavor to cure some, but not all, of the specified objections and Buyer does not declare this Purchase  
119. Agreement canceled as provided above, Seller shall use commercially reasonable efforts to cure the specified objections  
120. or those Seller has agreed to endeavor to cure and, pending correction of title, all payment required here and the  
121. closing shall be postponed.

122. If Seller, within the Cure Period provided above, corrects the specified objections Seller's notice indicated Seller would  
123. endeavor to cure, then upon presentation to Buyer, or licensee representing or assisting Buyer, of documentation  
124. establishing that such objections have been cured, the closing shall take place within ten (10) days or on the scheduled  
125. closing date, whichever is later.

# COMMERCIAL PURCHASE AGREEMENT

126. Page 4 Date March 31st 2021

127. Property located at 11193 Highway 1 Cook MN 55723.

128. If Seller, within the Cure Period provided above, does not cure the specified objections which Seller's notice indicated  
 129. Seller would endeavor to cure, Buyer may, as its sole remedy, declare this Purchase Agreement canceled by written  
 130. notice to Seller, or licensee representing or assisting Seller, given within five (5) days after the end of the Cure Period,  
 131. in which case this Purchase Agreement is canceled. Buyer and Seller shall immediately sign a *Cancellation of Purchase*  
 132. *Agreement* confirming said cancellation and directing all earnest money paid here to be refunded to Buyer. Neither  
 133. party shall be liable for damages here to the other. In the alternative, Buyer may elect to waive such objections by  
 134. providing written notice to Seller, or licensee representing or assisting Seller, within such five (5)-day period and accept  
 135. title subject to such uncured objections, in which event, Buyer shall be bound to proceed with the closing and to purchase  
 136. the Property subject to the objections Seller has not cured without reduction in the Purchase Price. If neither notice  
 137. is given by Buyer within such five (5)-day period, Buyer shall be deemed to have elected to waive the objections and  
 138. to proceed to closing as provided in the immediately preceding sentence.

139. If title is marketable, or is made marketable as provided here, and Buyer defaults in any of the agreements here,  
 140. Seller, in addition to any other right or remedy available to Seller here, at law or in equity may cancel this Purchase  
 141. Agreement as provided by either MN Statute 559.21 or MN Statute 559.217, whichever is applicable, and retain all  
 142. earnest money paid here as liquidated damages.

143. If title is marketable, or is made marketable as provided here, and Seller defaults in any of the agreements here,  
 144. Buyer may, in addition to any other right or remedy available to Buyer here, seek specific performance within six  
 145. (6) months after such right of action arises.

146. **REPRESENTATIONS AND WARRANTIES OF SELLER:** The following representations made are to the best  
 147. of Seller's knowledge.

148. There is no action, litigation, investigation, condemnation, or other proceeding of any kind pending or threatened  
 149. against Seller or any portion of the Property. In the event Seller becomes aware of any such proceeding prior to  
 150. closing, Seller will promptly notify Buyer of such proceeding.

151. The Property is in compliance with all applicable provisions of all planning, zoning, and subdivision rules; regulations;  
 152. and statutes. Seller has obtained all necessary licenses, permits, and approvals necessary for the ownership and  
 153. operation of the Property.

154. Prior to the closing, payment in full will have been made for all labor, materials, machinery, fixtures, or tools furnished  
 155. within the 120 days immediately preceding the closing in connection with construction, alteration, or repair of any  
 156. structure on, or improvement to, the Property.

157. Seller has not received any notice from any governmental authority as to condemnation proceedings, or violation of  
 158. any law, ordinance, regulation, code, or order affecting the Property. If the Property is subject to restrictive covenants,  
 159. Seller has not received any notice from any person or authority as to a breach of the covenants. Any such notices  
 160. received by Seller shall be provided to Buyer immediately.

161. Seller has not executed any options to purchase, rights of first refusal, or any other agreements giving any person or  
 162. other entity the right to purchase or otherwise acquire any interest in the Property, and Seller is unaware of any options  
 163. to purchase, rights of first refusal, or other similar rights affecting the Property.

164. The legal description of the real property to be conveyed has been or shall be approved for recording as of the date  
 165. of closing.

166. If Seller is an organized entity, Seller represents and warrants to Buyer that Seller is duly organized and is in good  
 167. standing under the laws of the State of Minnesota; that Seller is duly qualified to transact business in the State of  
 168. Minnesota; that Seller has the requisite organizational power and authority to enter into this Purchase Agreement and  
 169. the Seller's closing documents signed by it; such documents have been duly authorized by all necessary action on  
 170. the part of Seller and have been duly executed and delivered; that the execution, delivery, and performance by Seller of  
 171. such documents do not conflict with or result in a violation of Seller's organizational documents or Bylaws or any judgment,  
 172. order, or decree of any court or arbiter to which Seller is a party; and that such documents are valid and binding obligations  
 173. of Seller, and are enforceable in accordance with their terms.

# COMMERCIAL PURCHASE AGREEMENT

174. Page 5 Date March 31st 2021

175. Property located at 11193 Highway 1 Cook MN 55723

176. Seller will indemnify Buyer, its successors and assigns, against and will hold Buyer, its successors and assigns,  
177. harmless from, any expenses or damages, including reasonable attorneys' fees, that Buyer incurs because of the  
178. breach of any of the above representations and warranties, whether such breach is discovered before or after the  
179. date of closing.

180. See attached *Addendum to Commercial Purchase Agreement: Due Diligence*, if any, for additional representations  
181. and warranties.

182. **REPRESENTATIONS AND WARRANTIES OF BUYER:** If Buyer is an organized entity, Buyer represents and warrants  
183. to Seller that Buyer is duly organized and is in good standing under the laws of the State of Minnesota; that Buyer is  
184. duly qualified to transact business in the State of Minnesota; that Buyer has the requisite organizational power and  
185. authority to enter into this Purchase Agreement and the Buyer's closing documents signed by it; such documents  
186. have been duly authorized by all necessary action on the part of Buyer and have been duly executed and delivered;  
187. that the execution, delivery, and performance by Buyer of such documents do not conflict with or result in a violation  
188. of Buyer's organizational documents or Bylaws or any judgment, order, or decree of any court or arbiter to which Buyer  
189. is a party; and that such documents are valid and binding obligations of Buyer, and are enforceable in accordance with  
190. their terms. Buyer will indemnify Seller, its successors and assigns, against and will hold Seller, its successors and  
191. assigns, harmless from, any expenses or damages, including reasonable attorneys' fees, that Seller incurs because  
192. of the breach of any of the above representations and warranties, whether such breach is discovered before or after  
193. the date of closing.

194. **TIME IS OF THE ESSENCE FOR ALL PROVISIONS OF THIS CONTRACT.**

195. **CALCULATION OF DAYS:** Any calculation of days begins on the first day (calendar or Business Days as specified)  
196. following the occurrence of the event specified and includes subsequent days (calendar or Business Days as specified)  
197. ending at 11:59 P.M. on the last day.

198. **BUSINESS DAYS:** "Business Days" are days which are not Saturdays, Sundays, or state or federal holidays unless  
199. stated elsewhere by the parties in writing.

200. **DEFAULT:** If Buyer defaults in any of the agreements here, Seller may cancel this Purchase Agreement, and any  
201. payments made here, including earnest money, shall be retained by Seller as liquidated damages and Buyer and Seller  
202. shall affirm the same by a written cancellation. In the alternative, Seller may seek all other remedies allowed by law.

203. If Buyer defaults in any of the agreements here, Seller may terminate this Purchase Agreement under the  
204. provisions of either MN Statute 559.21 or MN Statute 559.217, whichever is applicable.

205. If this Purchase Agreement is not canceled or terminated as provided here, Buyer or Seller may seek actual damages  
206. for breach of this Purchase Agreement or specific performance of this Purchase Agreement; and, as to specific  
207. performance, such action must be commenced within six (6) months after such right of action arises.

208. **SUBJECT TO RIGHTS OF TENANTS, IF ANY, BUYER HAS THE RIGHT TO VIEW THE PROPERTY PRIOR TO**  
209. **CLOSING TO ESTABLISH THAT THE PROPERTY IS IN SUBSTANTIALLY THE SAME CONDITION AS OF THE**  
210. **DATE OF THIS PURCHASE AGREEMENT.**

211. **METHAMPHETAMINE PRODUCTION DISCLOSURE:**

212. (A Methamphetamine Production Disclosure is required by MN Statute 152.0275, Subd. 2 (m).)

213. ☒ Seller is not aware of any methamphetamine production that has occurred on the Property.

214. ☐ Seller is aware that methamphetamine production has occurred on the Property.

215. (See *Disclosure Statement: Methamphetamine Production*.)

216. **NOTICE REGARDING AIRPORT ZONING REGULATIONS:** The Property may be in or near an airport safety zone  
217. with zoning regulations adopted by the governing body that may affect the Property. Such zoning regulations are  
218. filed with the county recorder in each county where the zoned area is located. If you would like to determine if such  
219. zoning regulations affect the Property, you should contact the county recorder where the zoned area is located.

220. **NOTICE REGARDING PREDATORY OFFENDER INFORMATION:** Information regarding the predatory  
221. offender registry and persons registered with the predatory offender registry under MN Statute 243.166 may  
222. be obtained by contacting the local law enforcement offices in the community where the Property is located  
223. or the Minnesota Department of Corrections at (651) 361-7200, or from the Department of Corrections web  
224. site at [www.corr.state.mn.us](http://www.corr.state.mn.us).

# COMMERCIAL PURCHASE AGREEMENT

225. Page 6 Date March 31st 2021

226. Property located at 11193 Highway 1 Cook MN 55723.

227. **DISCLOSURE NOTICE:** If this Purchase Agreement includes a structure used or intended to be used as residential  
 228. property as defined under MN Statute 513.52, Buyer acknowledges Buyer has received a *Disclosure Statement:*  
 229. *Seller's Property Disclosure Statement* or *Disclosure Statement: Seller's Disclosure Alternatives* form.  
 230. BUYER IS NOT RELYING ON ANY ORAL REPRESENTATIONS REGARDING THE CONDITION OF THE PROPERTY.

231. **(Check appropriate boxes.)**  
 232. SELLER WARRANTS THAT THE PROPERTY IS EITHER DIRECTLY OR INDIRECTLY CONNECTED TO:  
 233. **CITY SEWER** ☐ YES ☒ NO / **CITY WATER** ☐ YES ☒ NO  
 234. **SUBSURFACE SEWAGE TREATMENT SYSTEM**  
 235. SELLER ☒ **DOES** ☐ **DOES NOT** KNOW OF A SUBSURFACE SEWAGE TREATMENT SYSTEM ON OR SERVING  
 236. THE PROPERTY. (If answer is **DOES**, and the system does not require a state permit, see *Disclosure Statement:*  
 237. *Subsurface Sewage Treatment System*.)  
 238. **PRIVATE WELL**  
 239. SELLER ☒ **DOES** ☐ **DOES NOT** KNOW OF A WELL ON OR SERVING THE PROPERTY. (If answer is **DOES** and well  
 240. is located on the Property, see *Disclosure Statement: Well*.)  
 241. To the best of Seller's knowledge, the Property ☐ **IS** ☒ **IS NOT** in a Special Well Construction Area.  
 242. THIS PURCHASE AGREEMENT ☐ **IS** ☒ **IS NOT** SUBJECT TO AN *ADDENDUM TO PURCHASE AGREEMENT:*  
 243. *SUBSURFACE SEWAGE TREATMENT SYSTEM AND WELL INSPECTION CONTINGENCY.*  
 244. (If answer is **IS**, see attached *Addendum*.)  
 245. **IF A WELL OR SUBSURFACE SEWAGE TREATMENT SYSTEM EXISTS ON THE PROPERTY, BUYER HAS**  
 246. **RECEIVED A DISCLOSURE STATEMENT: WELL AND/OR A DISCLOSURE STATEMENT: SUBSURFACE SEWAGE**  
 247. **TREATMENT SYSTEM.**

248. There ☒ **IS** ☐ **IS NOT** a storage tank located on the Property that is subject to the requirements of MN Statute 116.48.  
 249. (If answer is **IS**, see *Commercial Disclosure Statement: Storage Tank(s)*.)

250. **AGENCY NOTICE**  
 251. Julia Maki is ☐ **Seller's Agent** ☐ **Buyer's Agent** ☒ **Dual Agent**.  
 (Licensee) (Check one.)  
 252. B.I.C. Realty  
 (Real Estate Company Name)  
 253. Julia Maki is ☐ **Seller's Agent** ☐ **Buyer's Agent** ☒ **Dual Agent**.  
 (Licensee) (Check one.)  
 254. B.I.C. Realty  
 (Real Estate Company Name)

255. **DUAL AGENCY DISCLOSURE:** Dual agency occurs when one broker or salesperson represents both parties to a  
 256. transaction, or when two salespersons licensed to the same broker each represent a party to the transaction. Dual  
 257. agency requires the informed consent of all parties, and means that the broker or salesperson owes the same fiduciary  
 258. duties to both parties to the transaction. This role limits the level of representation the broker and salespersons can  
 259. provide, and prohibits them from acting exclusively for either party. In dual agency, confidential information about price,  
 260. terms, and motivation for pursuing a transaction will be kept confidential unless one party instructs the broker or  
 261. salesperson in writing to disclose specific information about him or her. Other information will be shared. Dual agents  
 262. may not advocate for one party to the detriment of the other.

# COMMERCIAL PURCHASE AGREEMENT

263. Page 7 Date March 31st 2021

264. Property located at 11193 Highway 1 Cook MN 55723

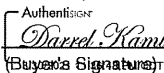
## CONSENT TO DUAL AGENCY

265. Broker represents both parties involved in the transaction, which creates a dual agency. This means that Broker and  
 266. its salespersons owe fiduciary duties to both parties. Because the parties may have conflicting interests, Broker and its  
 267. salespersons are prohibited from advocating exclusively for either party. Broker cannot act as a dual agent in this  
 268. transaction without the consent of both parties. Both parties acknowledge that  
 269. (1) confidential information communicated to Broker which regards price, terms, or motivation to buy, sell, or lease will  
 270. remain confidential unless the parties instruct Broker in writing to disclose this information. Other information will  
 271. be shared;  
 272. (2) Broker and its salespersons will not represent the interest of either party to the detriment of the other; and  
 273. (3) within the limits of dual agency, Broker and its salesperson will work diligently to facilitate the mechanics of the  
 274. sale.  
 275. With the knowledge and understanding of the explanation above, the parties authorize and instruct Broker and its  
 276. salespersons to act as dual agents in this transaction.

278. **SELLER:** \_\_\_\_\_  
 (Business Entity or Individual Name)

**BUYER:** \_\_\_\_\_  
 (Business Entity or Individual Name)

279. By: \_\_\_\_\_  
 (Seller's Signature)

By:  \_\_\_\_\_  
 (Buyer's Signature)

280. \_\_\_\_\_  
 (Seller's Printed Name)

\_\_\_\_\_  
 (Buyer's Printed Name)

281. Its: \_\_\_\_\_  
 (Title)

Its: \_\_\_\_\_  
 (Title)

282. \_\_\_\_\_  
 (Date)

03/30/2021  
 (Date)

283. **SELLER:** \_\_\_\_\_  
 (Business Entity or Individual Name)

**BUYER:** \_\_\_\_\_  
 (Business Entity or Individual Name)

284. By: \_\_\_\_\_  
 (Seller's Signature)

By: \_\_\_\_\_  
 (Buyer's Signature)

285. \_\_\_\_\_  
 (Seller's Printed Name)

\_\_\_\_\_  
 (Buyer's Printed Name)

286. Its: \_\_\_\_\_  
 (Title)

Its: \_\_\_\_\_  
 (Title)

287. \_\_\_\_\_  
 (Date)

\_\_\_\_\_  
 (Date)

288. **SUCCESSORS AND ASSIGNS:** All provisions of this Purchase Agreement shall be binding on successors and  
 289. assigns.

290. **CLOSING COSTS:** Buyer or Seller may be required to pay certain closing costs, which may effectively increase the  
 291. cash outlay at closing or reduce the proceeds from the sale.

292. **FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT ("FIRPTA"):** Section 1445 of the Internal Revenue Code  
 293. provides that a transferee ("Buyer") of a United States real property interest must be notified in writing and must  
 294. withhold tax if the transferor ("Seller") is a foreign person and no exceptions from FIRPTA withholding apply. Buyer  
 295. and Seller agree to comply with FIRPTA requirements under Section 1445 of the Internal Revenue Code.

296. Seller shall represent and warrant, under the penalties of perjury, whether Seller is a "foreign person" (as the same  
 297. is defined within FIRPTA), prior to closing. Any representations made by Seller with respect to this issue shall survive  
 298. the closing and delivery of the deed.

299. Buyer and Seller shall complete, execute, and deliver, on or before closing, any instrument, affidavit, or statement  
 300. reasonably necessary to comply with the FIRPTA requirements, including delivery of their respective federal taxpayer  
 301. identification numbers or Social Security numbers.

## COMMERCIAL PURCHASE AGREEMENT

302. Page 8 Date March 31st 2021

303. Property located at 11193 Highway 1 Cook MN 55723.

304. Due to the complexity and potential risks of failing to comply with FIRPTA, including the Buyer's responsibility for  
305. withholding the applicable tax, Buyer and Seller should **seek appropriate legal and tax advice regarding FIRPTA**  
306. **compliance, as the respective licensees representing or assisting either party will be unable to assure either**  
307. **party whether the transaction is exempt from FIRPTA withholding requirements.**

308. **NOTE:** MN Statute 500.221 establishes certain restrictions on the acquisition of title to agricultural land by aliens  
309. and non-American corporations. Please seek appropriate legal advice if this Purchase Agreement is for the  
310. sale of agricultural land and Buyer is a foreign person.

311. **ACCEPTANCE DEADLINE:** This offer to purchase, unless accepted sooner, shall be withdrawn at 11:59 P.M.,

312. na, and in such event all earnest money shall be returned to Buyer.

313. **CONDEMNATION:** If, prior to the closing date, condemnation proceedings are commenced against all or any part  
314. of the Property, Seller or licensee representing or assisting Seller, shall immediately give written notice to Buyer, or  
315. licensee representing or assisting Buyer, of such fact and Buyer may, at Buyer's option (to be exercised within thirty (30)  
316. days after Seller's notice), declare this Purchase Agreement canceled by written notice to Seller or licensee representing  
317. or assisting Seller, in which case this Purchase Agreement is canceled and neither party shall have further obligations  
318. under this Purchase Agreement. In the event Buyer declares the Purchase Agreement canceled, Buyer and Seller  
319. shall immediately sign a written cancellation confirming such cancellation and directing all earnest money paid  
320. here to be refunded to Buyer. If Buyer fails to give such written notice, then Buyer shall be bound to proceed with  
321. closing, subject to any other contingencies to this Purchase Agreement. In such event, there shall be no reduction in  
322. the purchase price, and Seller shall assign to Buyer at the closing date all of Seller's rights, title, and interest in and to  
323. any award made or to be made in the condemnation proceedings. Prior to the closing date, Seller shall not designate  
324. counsel, appear in, or otherwise act with respect to, the condemnation proceedings without Buyer's prior written  
325. consent.

326. **MUTUAL INDEMNIFICATION:** Seller and Buyer agree to indemnify each other against, and hold each other harmless  
327. from, all liabilities (including reasonable attorneys' fees in defending against claims) arising out of the ownership,  
328. operation, or maintenance of the Property for their respective periods of ownership. Such rights to indemnification will  
329. not arise to the extent that (a) the party seeking indemnification actually receives insurance proceeds or other cash  
330. payments directly attributable to the liability in question (net of the cost of collection, including reasonable attorneys'  
331. fees); or (b) the claim for indemnification arises out of the act or neglect of the party seeking indemnification. If, and  
332. to the extent that, the indemnified party has insurance coverage, or the right to make claim against any third party for  
333. any amount to be indemnified against, as set forth above, the indemnified party will, upon full performance by the  
334. indemnifying party of its indemnification obligations, assign such rights to the indemnifying party or, if such rights are  
335. not assignable, the indemnified party will diligently pursue such rights by appropriate legal action or proceeding and  
336. assign the recovery and/or right of recovery to the indemnifying party to the extent of the indemnification payable  
337. made by such party.

338. **FULLY EXECUTED PURCHASE AGREEMENT AND FINAL ACCEPTANCE:** To be binding, this Purchase Agreement  
339. and all addenda must be fully executed by both parties and a copy must be delivered.

340. **ELECTRONIC SIGNATURES:** The parties agree the electronic signature of any party on any document related to  
341. this transaction constitute valid, binding signatures.

342. **ENTIRE AGREEMENT:** This Purchase Agreement and all addenda and amendments signed by the parties shall  
343. constitute the entire agreement between Buyer and Seller. Any other written or oral communication between Buyer and  
344. Seller, including, but not limited to, e-mails, text messages, or other electronic communications are not part of this  
345. Purchase Agreement. This Purchase Agreement can be modified or canceled only in writing signed by Buyer and  
346. Seller or by operation of law. All monetary sums are deemed to be United States currency for purposes of this Purchase  
347. Agreement.

348. **SURVIVAL:** All warranties and representations in this Purchase Agreement shall survive the delivery of the deed or  
349. contract for deed and be enforceable after the closing.

350. **DATE OF THIS PURCHASE AGREEMENT:** Date of this Purchase Agreement to be defined as the date on line one  
351. (1) of this Purchase Agreement.

# COMMERCIAL PURCHASE AGREEMENT

352. Page 9 Date March 31st 2021

353. Property located at 11193 Highway 1 Cook MN 55723

354. **OTHER:**

355. Seller to be responsible for closing up old septic system and having a holding tank septic system designed and installed. If said septic system cannot be installed prior to closing, funds will escrowed at closing to complete the work. Offer contingent on buyer receiving well and septic disclosures.

357. **ADDENDA:** Attached addenda are a part of this Purchase Agreement.

358. ☐ If checked, this Purchase Agreement is subject to  
359. attached **Addendum to Commercial Purchase**  
360. **Agreement: Counteroffer.**

361. **FIRPTA:** Seller represents and warrants, under penalty  
362. of perjury, that Seller ☐ **IS** ☒ **IS NOT** a foreign person (i.e., a  
----- (Check one.) -----

363. non-resident alien individual, foreign corporation, foreign  
364. partnership, foreign trust, or foreign estate for purposes  
365. of income taxation. (See lines 292-310.) This representation  
366. and warranty shall survive the closing of the transaction  
367. and the delivery of the deed.

368. **SELLER**

369. \_\_\_\_\_  
(Business Entity or Individual Name)

370. By: \_\_\_\_\_  
(Seller's Signature)

371. \_\_\_\_\_  
(Seller's Printed Name)

372. Its: \_\_\_\_\_  
(Title)

373. \_\_\_\_\_  
(Date)

374. **SELLER**

375. \_\_\_\_\_  
(Business Entity or Individual Name)

376. By: \_\_\_\_\_  
(Seller's Signature)

377. \_\_\_\_\_  
(Seller's Printed Name)

378. Its: \_\_\_\_\_  
(Title)

379. \_\_\_\_\_  
(Date)

**BUYER**

Darrel Kaml  
(Business Entity or Individual Name)

By:   
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

Its: \_\_\_\_\_  
(Title)

03/30/2021  
(Date)

**BUYER**

\_\_\_\_\_  
(Business Entity or Individual Name)

By: \_\_\_\_\_  
(Buyer's Signature)

\_\_\_\_\_  
(Buyer's Printed Name)

Its: \_\_\_\_\_  
(Title)

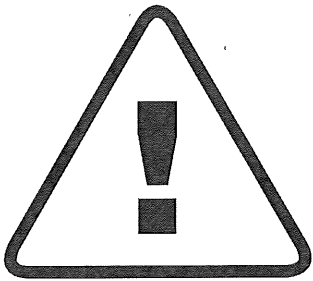
\_\_\_\_\_  
(Date)

380. **FINAL ACCEPTANCE DATE:** \_\_\_\_\_ The Final Acceptance Date  
381. is the date on which the fully executed Purchase Agreement is delivered.

382. **THIS IS A LEGALLY BINDING CONTRACT BETWEEN BUYER(S) AND SELLER(S).**  
383. **IF YOU DESIRE LEGAL OR TAX ADVICE, CONSULT AN APPROPRIATE PROFESSIONAL.**

384. **THIS MINNESOTA ASSOCIATION OF REALTORS® COMMERCIAL PURCHASE AGREEMENT IS NOT**  
385. **DESIGNED TO BE AND IS NOT WARRANTED TO BE INCLUSIVE OF ALL ISSUES SELLER AND BUYER**  
386. **MAY WISH TO ADDRESS, AND EITHER PARTY MAY WISH TO MODIFY THIS PURCHASE AGREEMENT**  
387. **TO ADDRESS STATUTORY OR CONTRACTUAL MATTERS NOT CONTAINED IN THIS FORM.**  
388. **BOTH PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY TO ENSURE**  
389. **THIS CONTRACT ADEQUATELY ADDRESSES THAT PARTY'S RIGHTS.**

# WIRE FRAUD ALERT



Internet fraud — the use of Internet services or software with Internet access to defraud victims — is on the rise in real estate transactions.

**THESE SOPHISTICATED CRIMINALS COULD:**

- **HACK INTO YOUR E-MAIL ACCOUNT** or the e-mail of others involved in your real estate transaction and may direct you to wire money to the hacker's account.
- **SEND FRAUDULENT E-MAILS** that appear to be from your real estate licensee, lender, or closing agent.
- **CALL YOU** claiming they have revised wiring instructions.

## **Buyers/Tenants and Sellers/Owners are advised to:**

- (1) Never wire funds without confirming the wiring instructions directly with the intended recipient.
- (2) Verify that the contact information for the wire transfer recipient is legitimate by calling a known phone number for the broker or closing agent. Do not rely on the information given to you in an e-mail communication.
- (3) Never send personal information through unsecured/unencrypted e-mail.

## **If you suspect wire fraud in your transaction:**

- (1) Immediately notify your bank, closing agent, and real estate licensee.
- (2) File a complaint online at the Internet Crime Complaint Center (IC3) at <http://www.ic3.gov>.

The undersigned acknowledge receipt of this wire fraud alert and understand the importance of taking proactive measures to avoid being a victim of wire fraud in a real estate transaction.

Authentisign  
*Darrel Kaml*  
(Signature) 11:36:55 PM CDT

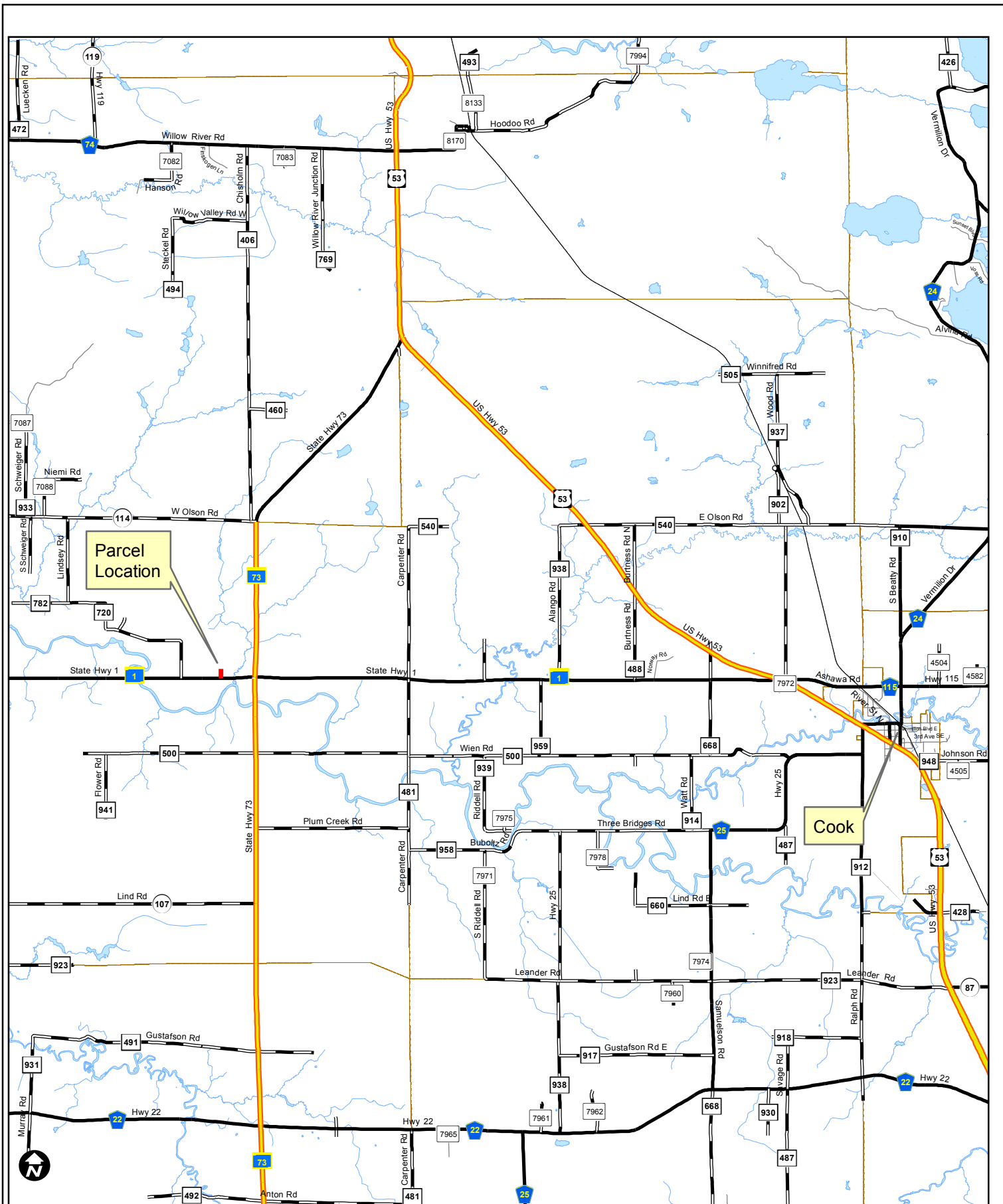
03/30/2021

(Date)

(Signature)













(Date)

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**Proposed Fee Land Sale Location Map**  
**Linden Grove Public Works Facility**  
**Section 10, T62N, R20W**  
**11193 State Trunk Hwy 1**

**Map Components**

- |  |   |   |
|--|---|---|
|  Fee Land Parcel for Sale |  County/Twp. Road - Paved  |  Township Boundary |
|  Interstate Highway       |  County/Twp. Road - Gravel |  City/Town         |
|  U.S./State Highway       |  Local Road/City Street    |  Lake              |
|  |  Railroad                  |  River/Stream      |
|  |  Commissioner District     |   |

# **BOARD LETTER NO. 21 - 254**

## **FINANCE & BUDGET COMMITTEE NO. 2**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** Support for St. Louis County  
Heritage and Arts Center (the  
Depot) 2022 Capital  
Appropriation Request

**FROM:** Kevin Z. Gray  
County Administrator

#### **RELATED DEPARTMENT GOAL:**

To manage county-owned properties in an efficient and cost-effective manner to ensure success in their designated public use; and to provide safe, secure, efficient, and code compliant facilities and facility operations.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to formally declare its support for the St. Louis County Heritage and Arts Center (The Depot) \$3.825 million State of Minnesota 2022 Capital Appropriation request and to designate the project as St. Louis County's first priority.

#### **BACKGROUND:**

The St. Louis County Heritage and Arts Center (The Depot) is an 112,758 square foot multi-use building that is owned by St. Louis County and is leased to non-profit organizations that support the vibrancy of arts, history, and culture in the northern region of the state. This facility was placed on the national register of historic places in 1971.

The County had CR-BPS Inc. perform a Facility Condition Assessment of the Depot, which was completed in November 2016. This study documented approximately \$8 million (\$9.3 million with inflation) in necessary improvements to preserve the integrity of the building. These improvements include critical life safety issues, design for HVAC/MEP improvements, and an Energy Modeling/Energy Audit that will extend the useful life of the facility. St. Louis County was awarded \$1.5 million from the State in 2020 to address critical life safety issues.

The County is proposing funding for the pre-design, design and construction activities related to those items detailed above. These activities are proposed to be phased in over a two-year period from 2023 to 2024 with a total request of \$3.825 million in state monies. The County would also commit matching funds totaling \$3.825 million.

An application to the state is due to be completed and entered into the state Capital Budget System on June 18, 2021. The final part of the application is a resolution of support from the County Board.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize submittal of a 2022 Capital Appropriation request to the State of Minnesota for renovations and repairs to the St. Louis County Heritage and Arts Center (The Depot) in the amount of \$3.825 million and indicate it as St. Louis County's first bonding priority.

**Support for St. Louis County Heritage and Arts Center (The Depot) 2022 Capital  
Appropriation Request**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, The State of Minnesota recently solicited requests for 2022 Capital Appropriations; and

WHEREAS, The St. Louis County Heritage and Arts Center (The Depot) was placed on the national register of historic places in 1971 and as a result the County has an obligation to protect this significant historic and cultural resource under Minnesota Statute; and

WHEREAS, The facility and its various tenants and occupants draw hundreds of thousands of visitors from the surrounding area and beyond, resulting in significant positive economic impact for the City of Duluth and St. Louis County; and

WHEREAS, St. Louis County has been working on preliminary programming and pre-design for the renovation and repair of the Depot; and

WHEREAS, A study completed in November 2016 identified approximately \$8 million (\$9.3 million with inflation) in various architectural, engineering and improvements and repairs necessary to preserve the integrity of the structure and prevent the need for its demolition; and

WHEREAS, St. Louis County was awarded \$1.5M from the State in 2020 to address critical life safety issues; and

WHEREAS, The 2022 Capital Appropriation would finance up to 50% of the remaining project cost and the county has committed to funding the remaining share of the project match.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board declares its support and authorizes submittal of a 2022 Capital Appropriation request of \$3.825 million to the State of Minnesota for the St. Louis County Heritage and Arts Center (The Depot).

RESOLVED FURTHER, That the County would finance up to 50% of the remaining project cost, with the County committing funds to match the remaining share of this request.

RESOLVED FURTHER, That the St. Louis County Board designates this as its first priority bonding project for the 2022 Legislative Session.

# **BOARD LETTER NO. 21 – 255**

## **FINANCE & BUDGET COMMITTEE NO. 3**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** Support for St. Louis County  
Regional Landfill Leachate  
Treatment System  
Replacement 2022 Capital  
Appropriation Request

**FROM:** Kevin Z. Gray  
County Administrator

#### **RELATED DEPARTMENT GOAL:**

To manage county-owned properties in an efficient and cost-effective manner to ensure success in their designated public use; and to provide safe, secure, efficient, and code compliant facilities and facility operations.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to formally declare its support for the St. Louis County Regional Landfill leachate treatment system upgrade \$9 million State of Minnesota 2022 Capital Appropriation request and to designate the project as St. Louis County's second priority.

#### **BACKGROUND:**

The St. Louis County Regional Landfill "Landfill" opened in November 1993 and is the only mixed municipal solid waste "MSW" landfill in northeastern Minnesota, providing MSW disposal to the County's Solid Waste Management Area "SWMA". The SWMA includes all of St. Louis County outside the Western Lake Superior Sanitary District "WLSSD" boundary. Landfill capacity is projected to last another twenty-five years, based on current fill rates. Landfill expansion options are being evaluated that could extend the capacity of the Landfill for an additional fifty years.

Per the Landfill's Minnesota Pollution Control Agency (MPCA) issued permit, leachate from the Landfill is collected, pumped and stored in two High Density Polyethylene (HDPE) lined ponds where it is aerated, de-nitrified and land applied on a 60 acre sprayfield. Approximately 5.5 million gallons of leachate are applied annually. The permit also requires the Department conduct extensive surface and groundwater monitoring to ensure the leachate treatment system performs as intended, allowing the continuation of land application of leachate as the County's preferred leachate treatment option versus transport to a wastewater treatment facility.

In recent years, the MPCA (and the Environmental Protection Agency) has added Per- and polyfluoroalkyl substances (PFAS) as one of its emerging water contaminants of concern resulting in landfill leachate coming under increased scrutiny and management requirements. To ensure continued onsite application of treated leachate, the County hired Northeast Technical Services and Wenck Engineering to assess the cost of upgrading the existing leachate treatment system to meet recent and anticipated MPCA leachate management requirements for PFAS and other contaminants of concern. The assessment concluded it would be more cost effective to construct a new system versus the retrofit and upgrade to the existing system. The new system will include a control building (computers/electrical/motors), three 6-million gallon High Density Polyethylene (HDPE) lined aeration/denitrification ponds, an engineered manufactured wetland, and an ultrafiltration system.

The County is proposing funding for the pre-design, design and construction activities related to those items detailed above. These activities are proposed to be phased in over a two-year period from 2023 to 2024 with a total request of \$4.5 million in state monies. The County would also commit matching funds totaling \$4.5 million.

An application to the state is due to be completed and entered into the state Capital Budget System on June 18, 2021. The final part of the application is a resolution of support from the County Board.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize submittal of a 2022 Capital Appropriation request to the State of Minnesota for replacement of the St. Louis Regional Landfill Leachate Treatment System in the amount of \$4.5 million and indicate it as St. Louis County's second bonding priority.

**Support for St. Louis County Regional Landfill Leachate Treatment System  
Replacement 2022 Capital Appropriation Request**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, The State of Minnesota recently solicited requests for 2022 Capital Appropriations; and

WHEREAS, The St. Louis County Regional Landfill (Landfill) is the only mixed municipal solid waste “MSW” landfill in northeastern Minnesota, providing MSW disposal to the County’s Solid Waste Management Area; and

WHEREAS, Landfill capacity is projected to last another twenty five years, based on current fill rates, and potentially an additional fifty years based on Landfill expansion options currently being evaluated; and

WHEREAS, The Landfill's Minnesota Pollution Control Agency (MPCA) issued permit requires landfill leachate be collected, pumped and stored in two High Density Polyethylene (HDPE) lined ponds where it is aerated, de-nitrified and land applied on a 60 acre sprayfield; and

WHEREAS, The Minnesota Pollution Control Agency has recently identified Per- and polyfluoroalkyl substances (PFAS) as one of its emerging water contaminants of concern resulting in landfill leachate coming under increased scrutiny and management requirements; and

WHEREAS, The County hired Northeast Technical Services and Wenck Engineering to assess the cost of upgrading the existing leachate treatment system to meet recent and anticipated MPCA leachate management requirements for PFAS and other contaminants of concern; and

WHEREAS, The assessment concluded it would be more cost effective to construct a new system versus the retrofit and upgrade to the existing system; and

WHEREAS, The new system will include a control building (computers/electrical/motors), three 6-million gallon High Density Polyethylene (HDPE) lined aeration/denitrification ponds, an engineered manufactured wetland, and an ultrafiltration system; and

WHEREAS, The County is proposing funding for the pre-design, design and construction activities related to those items detailed above at a cost of \$9 million, with the activities phased in over a two-year period from 2023 to 2024; and

WHEREAS, The 2022 Capital Appropriation would finance up to 50% of the project cost and the county has committed to funding the remaining share of the project match.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board declares its support and authorizes submittal of a 2022 Capital Appropriation request of \$4.5 million to the State of Minnesota for the St. Louis County Regional Landfill Leachate Treatment System Replacement.

RESOLVED FURTHER, That the County would finance up to 50% of the remaining project cost, with the County committing funds to match the remaining share of this request.

RESOLVED FURTHER, That the St. Louis County Board designates this as its second priority bonding project for the 2022 Legislative Session.

# **BOARD LETTER NO. 21 – 256**

## **FINANCE & BUDGET COMMITTEE NO. 4**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** Support for St. Louis County  
Fair - 2022 Capital  
Appropriation Request

**FROM:** Kevin Z. Gray  
County Administrator

#### **RELATED DEPARTMENT GOAL:**

To manage the county's fiscal sponsored grants in an efficient and cost-effective manner to ensure success in their designated public use.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to formally declare its support for the St. Louis County Fair \$400,000 State of Minnesota 2022 Capital Appropriation request and to designate the project as St. Louis County's third priority.

#### **BACKGROUND:**

The St. Louis County Fair is a 137-year old event and has been held over a decade in Chisholm. It is one of the ten largest County fairs in the state of Minnesota and is referenced as the FIVE BEST DAYS OF SUMMER.

The Fair is proposing an approximate \$1,150,000 improvement project including the construction of two new buildings. Building one is a 60x200 cattle barn and the second a 60x100 rabbit & small animal building. The building(s) currently being used for the display of these animals is in need of significant repair and replacement would be the most appropriate next step.

The County previously supported and included this project as part of its 2020 Capital Appropriation request. The County specifically requested \$400,000 with the assumption that the Fair would identify other sources for the remaining project monies. With this request, even with the increased project cost, staff is recommending a match of \$400,000. The request to the state is proposed to increase to \$575,000.

An application to the state is due to be completed and entered into the state Capital Budget System on June 18, 2021. The final part of the application is a resolution of support from the County Board indicating that it is willing to be the fiscal agent.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize submittal of a 2022 Capital Appropriation request to the State of Minnesota for improvements to the St. Louis County Fair in the amount of \$575,000 and indicate it as St. Louis County's third bonding priority.

## **Support for St. Louis County Fair - 2022 Capital Appropriation Request**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, The State of Minnesota recently solicited requests for 2022 Capital Appropriations; and

WHEREAS, The St. Louis County Fair has identified significant improvements necessary to its facilities located in Chisholm, MN; and

WHEREAS, It is proposed to replace two buildings on the fairgrounds at a cost of \$1,150,000; and

WHEREAS, The St. Louis County Fair has requested St. Louis County to be the recipient of the bond funds and the fiscal agent for the purposes of the bond application for 2022 Capital Appropriations.

THEREFORE, BE IT RESOLVED, That St. Louis County agrees to be the recipient of the bond funds and the fiscal agent for the St. Louis County Fair for the purposes of making a bond application for 2022 Capital Appropriations for the construction of new buildings at the St. Louis County Fairgrounds in Chisholm, MN.

RESOLVED FURTHER, That the St. Louis County Board declares its support and authorizes submittal of a 2022 Capital Appropriation request of \$575,000 to the State of Minnesota for the St. Louis County Fair.

RESOLVED FURTHER, That the County would finance up to \$400,000 of the remaining project.

RESOLVED FURTHER, That the St. Louis County Board designates this as its third priority bonding project for the 2022 Legislative Session.

RESOLVED FURTHER, That the Chairperson of the St. Louis County Board and/or County Auditor are authorized to sign grant applications and any other necessary paperwork in the pursuit of 2022 Capital Appropriations, subject to the approval of the County Attorney.

# **BOARD LETTER NO. 21 – 257**

## **FINANCE & BUDGET COMMITTEE NO. 5**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021

**RE:** St. Louis County Heritage and  
Arts Center Maintenance and  
Janitorial Contract and  
Authorization of 1.0 FTE  
Maintenance Worker/Helper  
Position

**FROM:** Kevin Z. Gray  
County Administrator

Jerry Hall, Director  
Property Management

Mary Tennis, Director  
St. Louis County Depot/Extension

#### **RELATED DEPARTMENT GOAL:**

To manage County owned properties in an efficient and cost-effective manner to ensure success in their designated public use.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to authorize a 1.0 FTE Maintenance Worker/Helper to provide maintenance services for the St. Louis County Heritage and Arts Center (Depot).

#### **BACKGROUND:**

The St. Louis County Board established a Depot subcommittee at its 2018 organizational meeting to review the operations of the Depot. The goal of the subcommittee was to identify a model that could be implemented to assist with the future operational long-term success of the facility. These discussions included both operations and maintenance. Subsequently, a Director position was created and filled. Director Tennis has been creating and implementing strategies for long-term success at the Depot. One of the key components of the building is maintenance and overall building operations. After review of existing practices, service agreements and associated costs it is recommended that a Maintenance Worker/Helper position be placed at the Depot. The position would better control building operations, save costs,

and help guide the building into future building projects related to the 2020 and future state bonding bill.

If approved, the new Maintenance Worker/Helper will be responsible for monitoring and maintaining HVAC, life safety, envelope integrity, plumbing, electrical, and all other building systems management. The Maintenance Worker/Helper will also oversee subcontracted workers, when necessary, and work in cooperation with Property Management supervisors, the Depot Director, and Property Management Director.

An existing contract with Oneida Realty Company of Duluth for facility maintenance engineering and janitorial services is up for review as of July 1, 2021. The maintenance engineering portion of this contract would not be renewed. The cost of Oneida maintenance services in 2020 totaled \$71,110. The estimated cost for the 1.0 FTE Maintenance Worker/Helper is \$70,087. Therefore, there is an estimated budgetary decrease of \$1,023.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board authorize 1.0 FTE Maintenance Worker/Helper to provide maintenance services for the St. Louis County Heritage and Arts Center (Depot) and end the maintenance engineering portion of the contract with Oneida Realty Company. Funding for this position is available in the 2021 Depot budget (Fund 155, Agency 155001) from funds formerly assigned to the contracted service agreement for maintenance engineering of the Depot.

**St. Louis County Heritage and Arts Center Maintenance and Janitorial Contract  
and Authorization of 1.0 FTE Maintenance Worker/Helper Position**

BY COMMISSIONER\_\_\_\_\_

WHEREAS, The St. Louis County Board had established a subcommittee in 2018 to review the operations and maintenance of the St. Louis County Heritage and Arts Center (Depot); and

WHEREAS, Director Tennis and Director Hall recommend placing 1.0 FTE Maintenance Worker/Helper at the Depot to better control building operations, save costs, and help guide the building into future building projects related to the 2020 and future state bonding bill; and

WHEREAS, An existing contract with Oneida Realty Company of Duluth for facility maintenance engineering and janitorial services is up for review as of July 1, 2021 and the maintenance engineering portion of this contract would not be renewed.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorize a 1.0 FTE Maintenance Worker/Helper to provide maintenance services for the St. Louis County Heritage and Arts Center (Depot), payable from Fund 155, Agency 155001.

RESOLVED FURTHER, That the Oneida Realty Company of Duluth contract, as it pertains to Resolution No. 19-378, shall be amended to include janitorial and consumable services only.

# **BOARD LETTER NO. 21 – 258**

## **CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 1**

### **BOARD AGENDA NO.**

**DATE:** June 1, 2021                      **RE:** Appointment of 2021 Special  
Board of Appeal and  
Equalization – Replacement of  
Appointment for District #3

**FROM:** Kevin Z. Gray  
County Administrator

Mary Garness, Director  
Public Records & Property Valuation

David L. Sipila  
County Assessor

#### **RELATED DEPARTMENT GOAL:**

To meet all state mandates for classifying and valuing taxable parcels outlined in Minnesota Statutes.

#### **ACTION REQUESTED:**

The St. Louis County Board is requested to appoint a 2021 Special Board of Appeal and Equalization and establish membership, powers, duties, and compensation.

#### **BACKGROUND:**

Minn. Stat. § 274.13 requires that county commissioners shall constitute the County Board of Appeal and Equalization to hear complaints of taxpayers and review assessments of real and personal property throughout the county. This statute empowers the County Board of Appeal and Equalization to appoint a Special Board of Appeal and Equalization to which it may delegate all powers and duties of the County Board of Appeal and Equalization.

The St. Louis County Board, as the County Board of Appeal and Equalization, may delegate all its powers and duties to the Special Board of Appeal and Equalization; require that the results of its deliberations be reported to the St. Louis County Board in the form of minutes kept by the Clerk of the Board; direct that at least one meeting day be held in the Government Services Center in Duluth and one day in the Government Services Center in Virginia.

On May 11, 2021, the County approved Resolution No. 21-298, Appointment of 2021 Special Board of Appeal and Equalization. Following approval, the Public Records and Property Valuation Director became aware that Sherri Pucket for Commissioner District 3 would no longer be able to serve on the Special Board scheduled for June 15 and June 17, 2021. Ashley Grimm, Commissioner District #3, has agreed to serve on the Special Board of Appeal and Equalization for a one-year term.

**RECOMMENDATION:**

It is recommended that the St. Louis County Board appoints the following individual to serve as the Commissioner District #3 on the Special Board of Appeal and Equalization for Assessment Year 2021:

- Ashley Grimm, Duluth Commissioner District #3

**Appointment of 2021 Special Board of Appeal and Equalization - Replacement of  
Appointment for District #3**

BY COMMISSIONER \_\_\_\_\_

WHEREAS, Minn. Stat. § 274.13 requires that county commissioners constitute a County Board of Appeal and Equalization each year to hear complaints of taxpayers and review assessments of real and personal property throughout the county; and

WHEREAS, The statute empowers the County Board of Appeal and Equalization to appoint a Special Board of Appeal and Equalization to which it may delegate all powers and duties of the County Board of Appeal and Equalization; and

WHEREAS, The St. Louis County Board, having reviewed the matter, determines it is in the public interest to appoint said Special Board.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board appoints the following individual to serve as the Commissioner District #3 on the Special Board of Appeal and Equalization for Assessment Year 2021:

- Ashley Grimm, Duluth Commissioner District #3