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

December 1, 2015
Immediately following the Board Meeting, which begins at 9:30 A.M.
Aurora Community Center, 15 West 1st Avenue North, Aurora, MN

Directions: Highway 53 north from Duluth to Eveleth. Turn right onto MN Highway 37 toward Gilbert. Turn right onto Highway 135 and stay straight onto Highway 100/West 3rd Avenue North in Aurora. Turn right onto Main Street and proceed two blocks, the Community Center is on the right.

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 November 24, 2015

Health & Human Services Committee, Commissioner Boyle, Chair
1. Acceptance of Funding for the Northeast Minnesota Project to End Long-Term Homelessness ***[15-530]***
2. Acceptance of Grant from the Carlton-Cook-Lake-St. Louis Community Health Board for Public Health Emergency Preparedness Funding ***[15-531]***
3. Agreement with Carlton-Cook-Lake-St Louis Community Health Board to carry out Statewide Health Improvement Program Objectives ***[15-532]***

Environment & Natural Resources Committee, Commissioner Rukavina, Chair
4. Special Sale of State Tax Forfeited Land to the City of Rice Lake and Rescind County Board Resolution 15-524 ***[15-533]***

Public Works & Transportation Committee, Commissioner Raukar, Chair
5. Professional Services Agreement – Hibbing Safe Routes to School Plan ***[15-534]***

Finance & Budget Committee, Commissioner Nelson, Chair
6. Abatement List for Board Approval ***[15-535]***
7. 2016-18 Memorandum of Agreement – University of Minnesota Extension ***[15-536]***
8. Dedication of Permanent and Temporary Highway Easements over County Fee Owned Property ***[15-537]***

Central Management & Intergovernmental Committee, Commissioner Jewell, Chair
9. 2016 Federal Lobbying Services Contract - Lockridge, Grindal & Nauen ***[15-538]***
10. Reallocation of Information Specialist II to Planner I ***[15-539]***

Public Safety & Corrections Committee, Commissioner Dahlberg, Chair
11. Professional Services Agreement with Stacy Andrews for Management of Technology Projects ***[15-540]***

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. 2016 Budget Resolution *(Information to follow)*
Review 2016 budget resolution draft to be considered at the December 15 County Board meeting.

2. Tobacco Products License Application (Fayal Township) *[15-541]*
Resolution approving the renewal of a tobacco license for At Your Convenience, Fayal Township.

Central Management & Intergovernmental Committee, Commissioner Jewell, Chair

1. Appointments to the Civil Service Commission *[15-542]*
Resolution appointing Julie Waltenburg and Wayne Marshall to the Civil Service Commission for terms expiring December 31, 2018.

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:

December 15, 2015	**St. Louis County Courthouse, Duluth, MN**
January 5, 2016	**St. Louis County Courthouse, Duluth, MN**
January 12, 2016	**St. Louis County Courthouse, Duluth, MN**

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

COMMITTEE OF THE WHOLE
ST. LOUIS COUNTY BOARD OF COMMISSIONERS

November 24, 2015

Location: Hibbing City Council Chambers, Hibbing, Minnesota

Present: Commissioners Jewell, Boyle, Dahlberg, Rukavina, Nelson, Raukar, and Chair Stauber

Absent: None

Convened: Chair Stauber called the meeting to order at 11:05 a.m.

CONSENT AGENDA

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

- Minutes of November 10, 2015
- Public Sale of State Tax Forfeited Properties on February 11, 2016 *[15-509]*
- Public Sale of Shoreland Lease Lots *[15-510]*
- Repurchase of State Tax Forfeited Land – Jacobs, Burritt, Schlotec *[15-511]*
- Rescind St. Louis County Board Resolution No. 15-454 *[15-512]*
- Utility Easement across State Tax Forfeited Land to Lake Country Power (Unorganized Township 53-16) *[15-513]*
- Withdrawal of State Tax Forfeited Land from Memorial Forest Status *[15-514]*
- Award of Bids: Mainline Dynamic Warning Systems Project *[15-515]*
- Cooperative Agreement with the Cities of Duluth and Hermantown – Shared Costs of Traffic Signal Timing Plan Update Project *[15-516]*
- Amendment to Professional Services Agreement with Alliant Engineering, Inc. *[15-517]*
- Agreement with the Cities of Proctor and Duluth – Pavement Rehabilitation of Boundary Avenue *[15-518]*
- Abatement List for Board Approval *[15-519]*
- Violation of St. Louis County Ordinance No. 28 – Pine Point Lodge & Resort, Inc. (Crane Lake Township) *[15-520]*
- NEMESIS System Development and Training Services *[15-521]*
- National Sexual Assault Kit Initiative Grant *[15-522]*

Establishment of Public Hearings

Nelson/Rukavina moved to establish a public hearing at 9:50 a.m. on Tuesday, December 15, 2015, in the St. Louis County Courthouse, Duluth, MN, for the purpose of considering the suspension/revocation of liquor licenses for failure to pay real estate or personal property taxes when due, pursuant to St. Louis County Ordinance No. 28. *[15-523]*. The motion passed. (7-0)

Environment & Natural Resources Committee

Nelson/Jewell moved to support the proposed sale of state tax forfeited land to the Fond du Lac Band of Lake Superior Chippewa and authorizes the Land and Minerals Department to proceed with an appraisal

of all lands in accordance with State of Minnesota Land Acquisition Reporting Procedures. *[15-524]*. St. Louis County Land Commissioner Mark Weber and Fond du Lac Band Natural Resources Manager Tom Howes discussed the sale process. Commissioner Boyle stated that he was abstaining from the vote due to his working relationship with the Fond du Lac Band. The motion passed. (6-0, Boyle abstain)

Public Works & Transportation Committee

Stauber/Raukar moved to award a bid to Ulland Brothers, Inc., of Cloquet, MN, in the amount of $2,053,219.34 for combined project: A.) CP 0014-94576 TST, SAP 069-614-016 (Low); CSAH 14 (Thompson Hill Road) from 532' WSW of CR 898 to CSAH 14 (West Skyline Parkway), length 2.076 miles; and B.) CP 0982-248043 TST (Tied) CR 982 (Old Miller Trunk) from CSAH 13 (Midway Road) to CSAH 15 (Munger Shaw Road), length 3.416 miles; and C.) CP 0483-276897 (Tied) CR 483 (South Pike Lake Road) from East Junction CR 982 (Old Miller Trunk) to West Junction CR 982 (Old Miller Trunk), length 0.397 miles, City of Proctor, Midway, Grand Lake and Canosia Townships. *[15-525]*. Commissioner Jewell stepped out of the meeting from 11:28 a.m. to 11:30 a.m. The motion passed. (7-0)

Rukavina/Raukar moved to award a bid to KGM Contractors, Inc., of Angora, MN, in the amount of $3,357,452.96 for combined project: A.) CP 0024-216090 TST, SAP 069-624-022 (Low): CSAH 24 (Crane Lake Road) from CSAH 23 (Orr Buyck Road) to Crane Lake, length 11.367 miles; and B.) CP 0024-272429 TST (Tied) CSAH 24 (Crane Lake Road) from CSAH 23 (Orr Buyck Road) to Crane Lake, length 11.467 miles, Portage Township. *[15-525]*. The motion passed. (7-0)

Nelson/Raukar moved to award a bid to Ulland Brothers, Inc., of Cloquet, MN, in the amount of $823,629.15 for combined project: A.) CP 0447-153451 TST (Low); CR 447 (Tamminen Road) from TH 37 to CR 452 (Iron Junction Road), length 0.984 miles; and B.) CP 0447-269850 TST (Tied) CR 447 (Tamminen Road) from TH 37 to CR 452 (Iron Junction Road), length 0.984 miles; and C.) CP 0452-153452 TST (Tied) CR 452 (Iron Junction Road) from CSAH 25 (Hwy 25) to CSAH 137 (Spirit Lake Road), length 2.007 miles; and D.) CP 0452-269852 TST (Tied) CR 452 (Iron Junction Road) from CSAH 25 (Hwy 25) to CSAH 137 (Spirit Lake Road), length 2.007 miles, Cherry Township. *[15-525]*. The motion passed. (7-0)

Rukavina/Raukar moved to award a bid to Redstone Construction, LLC, of Mora, MN, in the amount of $859,352.75 for Project: CP 0180-213069 TST, Bridge 69A34 located on CR 180 Between TH 53 and CR 601, length 0.1 miles, Leiding Township. *[15-525]*. Chair Stauber stepped out of the meeting from 11:51 a.m. to 11:53 a.m. The motion passed. (7-0)

Raukar/Nelson moved to award a bid to KGM Contractors, Inc., of Angora, MN, in the amount of $457,774.91 for Project: CP 0082-215031 TST, SAP 069-682-003, Bridge 69K37 located on CSAH 82 (Heino Road) between TH 73 and CR 491 (Roini Road) over Gilmore Creek, length 0.123 miles, Sturgeon Township. *[15-525]*. The motion passed. (7-0)

Central Management & Intergovernmental Committee

Jewell/Boyle moved to endorse the following revisions to the Minnesota County Program Aid formula as crafted by the AMC County Program Aid Work Group:

- A funding increase of $40 million;

- The creation of a funding floor that guarantees each county $350,000 in tax base equalization aid ("TBEA");
- Adjustments to the TBEA formula factors to slow down counties loss of TBEA funding, including: an increase of the per capita factor to $190 and a decrease of the county adjusted net tax capacity (ANTC) factor to 9 percent;
- The elimination of special funds and transition aid; and
- The creation of a 5% cap on annual CPA losses; ensuring no county will lose more than 5% of its funding each year.

The St. Louis County Board of Commissioners, consistent with the provisions above, also endorses $17 million in new state funding for a state takeover of the county costs associated with funding the non-federal share of the Indian Child Welfare Act. *[15-526]*. The motion passed. (7-0)

Rukavina/Boyle moved that the St. Louis County Board calls upon our elected officials in the U.S. Senate and U.S. House of Representatives to oppose the Trans-Pacific Partnership (TPP) and any similar trade deals if they fail to restructure the misguided and failed policies of the past; and further, that the St. Louis County Board calls upon our elected officials in the U.S. Senate and U.S. House of Representatives to support new trade deals such as the TPP only if they will:

- Exclude investor-to-state dispute settlement (ISDS) and other provisions that favor foreign companies over domestic ones and undermine public choices;
- Ensure that countries cannot undercut U.S. based producers with weaker labor and environmental laws and enforcement;
- Ensure that the U.S. will engage in robust enforcement of trade rules, including labor and environmental rules;
- Include strong rule of origin to promote economic growth and job creation in the U.S.;
- Promote high standards of protection for workplaces, products, and natural resources rather than promoting a race to the bottom; and
- Put the interests of people and the planet over the interests of private profit. *[15-527]*.

Commissioner Dahlberg stepped out of the meeting from 12:01 p.m. to 12:14 p.m. Commissioner Raukar stepped out of the meeting from 12:24 p.m. to 12:28 p.m. MN House Representative Jason Metsa, George Sundstrom, and Mary Thuerer spoke to the resolution. After further discussion, the motion passed without recommendation to the December 15, 2015 Board meeting. (7-0)

Commissioner Jewell exited the meeting at 12:56 p.m.

COMMISSIONER DISCUSSION ITEMS AND REPORTS

Commissioner Nelson talked about a local dairy farm losing a milk-producing heifer to timber wolves and the fact that federal trappers were unable to assist with the problem due to lack of federal funding for continuation of the program. Commissioner Nelson said he would be sending federal elected officials a letter urging the federal government to fund the program.

Commissioner Boyle discussed a peer group meeting he attended regarding a locally owned methadone clinic.

Commissioner Dahlberg gave the Committee an update regarding a recent NEMESIS group meeting he attended.

Commissioner Rukavina discussed concerns that he had regarding the lack of broadband that is affecting various areas throughout St. Louis County.

Chair Stauber wished everyone a Happy Thanksgiving and safe travels.

At 1:05 p.m., Nelson/Rukavina moved to adjourn the Committee of the Whole meeting. The motion passed. (6-0, Jewell absent)

_____

Pete Stauber, Chair of the County Board

_____

Phil Chapman, Clerk of the County Board

BOARD LETTER NO. 15 – 530

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 1

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **Acceptance of Funding for the Northeast Minnesota Project to End Long-Term Homelessness**

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

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:
Adults will reside in the least restrictive living arrangement that meets their health and safety needs.

ACTION REQUESTED:
The St. Louis County Board is requested to approve acceptance of the Long Term Homeless Supportive Services Fund (LTHSSF) state grant award for the 2016-2017 biennium for the Northeast Minnesota Project to End Long-Term Homelessness.

BACKGROUND:
A Request for Proposals (RFP) was published on August 24, 2015, for the LTHSSF state grant award for the 2016-2017 biennium. On October 13, 2015, the St. Louis County Board adopted Resolution No. 15-608 authorizing the Public Health & Human Services Department to apply for renewal funding for the Northeast Minnesota Project to End Long-Term Homelessness. Hearth Connection, as the management agent, authored an application for renewal of the LTHSSF grant on behalf of the Northeast Region, with St. Louis County serving as fiscal agent.

On November 15, 2015, St. Louis County received notice that it was awarded $1,708,926 for the LTHSSF project for the 2016-2017 biennium. Hearth Connection will remain the management agent on behalf of St. Louis County and other participating counties within the project.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize acceptance of the $1,708,926 Long Term Homeless Supportive Services Fund state grant award for the 2016-2017 biennium for the Northeast Minnesota Project to End Long-Term Homelessness.

Budget Reference: 230-232001-530640-23205-99999999-2016
Budget Reference: 230-232001-607200-23205-99999999-2016

Acceptance of Funding for the Northeast Minnesota Project to End Long-Term Homelessness

BY COMMISSIONER _____

WHEREAS, A Request for Proposals (RFP) for the 2016-2017 biennium was published on August 24, 2015 for the Long Term Homeless Supportive Services Fund (LTHSSF) state grant award; and

WHEREAS, On October 13, 2015, the St. Louis County Board adopted Resolution No. 15-608 authorizing the Public Health & Human Services Department to apply for renewal funding for the Northeast Minnesota Project to End Long-Term Homelessness; and

WHEREAS, Hearth Connection, as the management agent, authored an application for renewal of the LTHSSF grant on behalf of the Northeast Region, with St. Louis County serving as fiscal agent; and

WHEREAS, On November 15, 2015, St. Louis County received notice that it was awarded $1,708,926 for the Long Term Homeless Supportive Services Fund project for the 2016-2017 biennium;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes acceptance of the $1,708,926 Long Term Homeless Supportive Services Fund state grant award for the 2016-2017 biennium for the Northeast Minnesota Project to End Long-Term Homelessness.

Budget Reference: 230-232001-530640-23205-99999999-2016
Budget Reference: 230-232001-607200-23205-99999999-2016

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GRANT APPLICATION APPROVAL FORM

GRANT NAME: NE MN Project to End Lon GRANT AMOUNT: $1,708,926

GRANTOR: LTHSSF MATCH AMOUNT: NA

FUND: 230 AGENCY: 232001 GRANT: 607200 GRANT YEAR: 2016

AGENCY NAME: PHHS

CONTACT PERSON: Shelley Saukko PHONE: 726-2210

GRANT PERIOD: BEGIN DATE: January 1, 2016 END DATE: December 31, 201

STATE GRANT AWARD NUMBER OR FEDERAL CFDA # NA

FILL IN THE ABOVE INFORMATION ON THIS FORM AND IDENTIFY THE CATEGORY OF THE GRANT FROM THE CHOICES BELOW. ATTACH THIS FORM TO THE GRANT APPLICATION AND ANY OTHER PERTINENT OTHER DOCUMENTATION AND ROUTE THE PACKET TO THE INDIVIDUALS LISTED FOR THE TYPE OF GRANT.

IT IS ESSENTIAL THAT DEPARTMENTS SUBMIT THE COMPLETED APPROVAL FORM ON THOSE GRANTS THAT DO NOT REQUIRE BOARD RESOLUTION TO THE AUDITOR'S OFFICE ACCOUNTING DEPARTMENT FOR BUDGETING PURPOSES. NO GRANT ACTIVITY WILL BE RECORDED WITHOUT AN ESTABLISHED BUDGET.

GRANTS OF $25,000 OR LESS

A grant of $25,000 or less may be applied for and/or accepted by the department without a separate County Board Resolution if it meets the following:

1. The grant fits within the department's functions, and
2. If the grant requires a County match (not to exceed in money or value an amount equal to the actual grant), and if that match is "in kind", that "in-kind" match is part of the ongoing operations, or if the match is monetary, that the department can find the necessary amount within its existing budget.

DOES THIS GRANT QUALIFY UNDER "GRANTS OF $25,000 OR LESS"?

YES ☐ **NO** ☐

If so, this type of grant requires the following review approval:

County Auditor _____ Date: _____

County Administrator _____ Date: _____

The Grant Budget must be entered into the accounting system. Send a copy of the grant, this signed approval form and any other pertinent information to the Auditor's Office-Accounting, so the budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.

NEW GRANTS GREATER THAN $25,000

All new grants that exceed $25,000 and all recurring grants that exceed $25,000 that contain changes in the grant's requirements which may affect either County resources or the scope of the grant need two (2) board resolutions. One board resolution is required to apply for the grant and a second resolution is required to accept the grant.

DOES THIS GRANT QUALIFY UNDER "GRANTS GREATER THAN $25,000"?
YES ☐ NO ☐

If this is a new grant greater than $25,000, it requires the following review approval:

County Auditor _____ Date: _____
County Administrator _____ Date: _____

The Grant Budget must be entered into the accounting system. Send a copy of the grant, this completed approval form and the Board Resolution to the Auditor's Office-Accounting, so a budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.

RECURRING GRANTS GREATER THAN $25,000

A recurring grant greater than $25,000 that is a repeat of a grant which has been received by the County in past year(s) and that has no changes in the use of County resources or in the scope of the grant, requires one Board Resolution to both apply for and/or accept the grant.

DOES THIS GRANT QUALIFY AS "RECURRING GRANTS GREATER THAN $25,000"?
YES ☒ NO ☐

If yes, this recurring grant greater than $25,000 requires the following review approval:

County Auditor _____ Date: 11-23-15
County Administrator _____ Date: 11-25-15

The Grant Budget must be entered into the accounting system. Send a copy of the grant, this completed approval form and the Board Resolution to the Auditor's Office-Accounting, so a budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.

BOARD LETTER NO. 15 - 531

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 2

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **Acceptance of Grant from the Carlton-Cook-Lake-St. Louis Community Health Board for Public Health Emergency Preparedness Funding**

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

Ann Busche, Director
Public Health and Human Services

RELATED DEPARTMENT GOAL:
The community will be prepared for emergencies and hazards and will be at low risk of epidemics and the spread of disease.

ACTION REQUESTED:
The St. Louis County Board is requested to accept Public Health Emergency Preparedness Grant Project funding from the Carlton-Cook-Lake-St. Louis Community Health Board (CHB).

BACKGROUND:
The State of Minnesota has received funds from the Centers for Disease Control and Prevention (CDC) to assess and enhance the capacity of the state and local health departments to respond to bio-terrorism, infectious diseases and other threats to public health. The state has determined that a program for such assessment and enhancement can be established by the CHB and the county in such a manner as will facilitate development of the necessary organizational and technical skills; acquisition of needed communication technology and equipment; and the development of further collaboration and partnership between community organizations and the private sector. Emphasis continues to be placed on coordination, assessment of existing capacities, planning and implementation of information and risk management systems, as well as methods for appropriate public communication and response to any local or state medical or public health alert. No local match is required for this grant.

The primary duties of St. Louis County will be to perform and accomplish purposes and activities as specified in the CDC's Public Health Preparedness Capabilities: National Standards for State & Local Planning. By 2017, the grantees are expected to demonstrate to the state's satisfaction that they have obtained operational capacity and have implemented all the preparedness capabilities identified by the CDC and the state,

incorporating them into on-going agency operations. The grant funding awarded to St. Louis County for the period July 2, 2015 through June 30, 2016 is in the amount of $102,304. Funding for the remaining term of the grant has yet to be determined.

RECOMMENDATION:
It is recommended that the St. Louis County Board accept funding from the Community Health Board in the amount of $102,304 for the period July 2, 2015 through June 30, 2016, to be accounted for in Fund 230, Agency 233999, Grant 23601, Year 2015.

Budget References:

PHEP Grant:	July 2, 2015 – June 30, 2016
Expenditures:	230-233999-615000-23601-99999999-015
Revenues:	230-233999-540241-23601-99999999-015

Acceptance of Grant from Carlton-Cook-Lake-St. Louis Community Health Board for Public Health Emergency Preparedness Funding

BY COMMISSIONER _____

WHEREAS, The State of Minnesota has received funds from the Centers for Disease Control and Prevention (CDC) for the period of July 1, 2013 through June 30, 2017 to assess and enhance the capacity of the state and local health departments to respond to bio-terrorism, infectious diseases, and other threats to public health and has allocated these funds to Community Health Boards; and

WHEREAS, The citizens of the four-county region will be better served due to the work done through the Community Health Board and this CDC grant to ensure the region is prepared to respond to public health threats; and

WHEREAS, The grant funding awarded to St Louis County for the period July 2, 2015 through June 30, 2016 is in the amount of $102,304, with funding for the remaining terms of the grant yet to be determined; and

THEREFORE, BE IT RESOLVED, That the St. Louis County Board accepts funding from the Community Health Board in the amount of $102,304 for the period July 2, 2015 through June 30, 2016;

RESOLVED FURTHER, That the Public Health and Human Services Department budgeted revenues and expenditures are increased for budget year 2015 and 2016 and with any remaining unspent funds at the end of 2016 to be included in the 2017 budget.

Budget References:

PHEP Grant:	July 2, 2015 – June 30, 2016
Expenditures:	230-233999-615000-23601-99999999-015
Revenues:	230-233999-540241-23601-99999999-015

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GRANT APPROVAL FORM

GRANT NAME: Public Health Emergency P GRANT AMOUNT: 102,304

GRANTOR: Minnesota Department of Heal MATCH AMOUNT: 0

FUND: 230 AGENCY: 233999 GRANT: 23601 GRANT YEAR: 2015

AGENCY NAME: Public Health and Human Services Department

CONTACT PERSON: Amy Westbrook PHONE: 218-725-5267

GRANT PERIOD: BEGIN DATE: July 2, 2015 END DATE: June 30, 2016

STATE GRANT AWARD NUMBER OR FEDERAL CFDA # _____

FILL IN THE ABOVE INFORMATION ON THIS FORM AND IDENTIFY THE CATEGORY OF THE GRANT FROM THE CHOICES BELOW. ATTACH THIS FORM TO THE GRANT APPLICATION AND ANY OTHER PERTINENT OTHER DOCUMENTATION AND ROUTE THE PACKET TO THE INDIVIDUALS LISTED FOR THE TYPE OF GRANT.

IT IS ESSENTIAL THAT DEPARTMENTS SUBMIT THE COMPLETED APPROVAL FORM ON THOSE GRANTS THAT DO NOT REQUIRE BOARD RESOLUTION TO THE AUDITOR'S OFFICE ACCOUNTING DEPARTMENT FOR BUDGETING PURPOSES. NO GRANT ACTIVITY WILL BE RECORDED WITHOUT AN ESTABLISHED BUDGET.

GRANTS OF $25,000 OR LESS

A grant of $25,000 or less may be applied for and/or accepted by the department without a separate County Board Resolution if it meets the following:

1. The grant fits within the department's functions, and
2. If the grant requires a County match (not to exceed in money or value an amount equal to the actual grant), and if that match is "in kind", that "in-kind" match is part of the ongoing operations, or if the match is monetary, that the department can find the necessary amount within its existing budget.

DOES THIS GRANT QUALIFY UNDER "GRANTS OF $25,000 OR LESS"?

YES ☐ **NO** ☒

If so, this type of grant requires the following review approval:

County Auditor _____ Date: _____
County Administrator _____ Date: _____
County Attorney _____ Date: _____

The Grant Budget must be entered into the accounting system. Send a copy of the grant, this signed approval form and any other pertinent information to the Auditor's Office-Accounting, so the budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.

NEW GRANTS GREATER THAN $25,000

All new grants that exceed $25,000 and all recurring grants that exceed $25,000 that contain changes in the grant's requirements which may affect either County resources or the scope of the grant need two (2) board resolutions. One board resolution is required to apply for the grant and a second resolution is required to accept the grant.

DOES THIS GRANT QUALIFY UNDER "GRANTS GREATER THAN $25,000"?
YES ☐ NO ☐

If this is a new grant greater than $25,000, it requires the following review approval:

County Auditor _____ Date: _____
County Administrator _____ Date: _____

The Grant Budget must be entered into the accounting system. Send a copy of the grant, this completed approval form and the Board Resolution to the Auditor's Office-Accounting, so a budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.

RECURRING GRANTS GREATER THAN $25,000

A recurring grant greater than $25,000 that is a repeat of a grant which has been received by the County in past year(s) and that has no changes in the use of County resources or in the scope of the grant, requires one Board Resolution to both apply for and/or accept the grant.

DOES THIS GRANT QUALIFY AS "RECURRING GRANTS GREATER THAN $25,000"?
YES ☒ NO ☐

If yes, this recurring grant greater than $25,000 requires the following review approval:

County Auditor Nancy Nilsen - Chief Deputy Date: 11-25-15
County Administrator [signature] Date: 11-25-15

The Grant Budget must be entered into the accounting system. Send a copy of the grant, this completed approval form and the Board Resolution to the Auditor's Office-Accounting, so a budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.

BOARD LETTER NO. 15 - 532

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 3

BOARD AGENDA NO.

DATE: **December 1, 2015** **RE:** **Agreement with Carlton-Cook-Lake-St Louis Community Health Board to carry out Statewide Health Improvement Program Objectives**

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

Ann Busche, Director
Public Health and Human Services

RELATED DEPARTMENT GOAL:
The community will make healthy life choices, have safe food, water and air.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize an agreement with the Carlton-Cook-Lake-St Louis Community Health Board (CHB) to convene, coordinate and implement evidence-based strategies as specified in the Statewide Health Improvement Program (SHIP).

BACKGROUND:
SHIP is a statewide program to address rising healthcare costs and to lower the incidence of tobacco use and obesity. The County Board adopted Resolution No. 12-133, dated March 13, 2012, and Resolution No. 13-455, dated November 5, 2013, authorizing the Public Health and Human Services Department to accept SHIP funds and to hire a full time Public Health Nurse to carry out these activities through the period of October 31, 2015. The State Legislature has maintained SHIP funds for the period of November 1, 2015 through October 31, 2017. The CHB will be providing $167,148 for the SHIP 4 grant period. A full time equivalent Public Health Nurse position is tied to this funding.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize an agreement with the CHB to convene, coordinate and implement evidence-based strategies as specified in the Statewide Health Improvement Program in the amount of $83,574 from November 1, 2015 through October 31, 2016, and $83,574 from November 1, 2016 through October 31, 2017.

It is further recommended that the County Board extend the authorization for the Public Health Nurse position granted in Resolution No. 12-133 and Resolution No. 13-455

through the funding cycle of October 31, 2017, with the understanding that if the grant dollars are no longer received, the position will be eliminated.

Budget References:

SHIP 4 grant, November 1, 2015 – October 31, 2016: $83,574

Expenditures:	230-233999-629900-23601-99999999-2015
Revenue:	230-233999-540241-23601-99999999-2015

SHIP 4 grant, November 1, 2016 – October 31, 2017: $83, 574

Expenditures:	230-233999-629900-23601-99999999-2015
Revenue:	230-233999-540241-23601-99999999-2015

Agreement with Carlton-Cook-Lake-St Louis Community Health Board to carry out Statewide Health Improvement Program Objectives

BY COMMISSIONER _____

WHEREAS, The Statewide Health Improvement Program (SHIP) was designed to improve the health of Minnesotans by focusing on the top three causes of preventable illness in the United States: tobacco use, physical inactivity and poor nutrition; and

WHEREAS, St Louis County is part of a seven-county Community Health Board (CHB) collaboration which has been awarded funding from the Minnesota Department of Health (MDH) since 2009; and

WHEREAS, The CHB has now received funding from MDH for the SHIP 4 grant;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes an agreement with the Carlton-Cook-Lake-St Louis Community Health Board (CHB) to convene, coordinate and implement evidence-based strategies as specified in the Statewide Health Improvement Program (SHIP);

RESOLVED FURTHER, That the agreement shall be for SHIP 4 funding in the amount of $83,574 for the period of November 1, 2015 through October 31, 2016, and funding in the amount of $83,574 for the period of November 1, 2016 through October 31, 2017;

RESOLVED FURTHER, That the County Board extends the authorization for the Public Health Nurse granted in Resolution No. 12-133 and Resolution 13-455 through the funding cycle of October 31, 2017, with the understanding that if the grant dollars are no longer received, the position will be eliminated;

RESOLVED FURTHER, That the Public Health and Human Services Department budgeted revenues and expenditures are increased for budget year 2015, 2016, and 2017 and with any remaining unspent funds at the end of 2017 to be included in the 2018 budget.

Budget References:

<u>SHIP 4 grant, November 1, 2015 – October 31, 2016: $83,574</u>

Expenditures:	230-233999-629900-23601-99999999-2015
Revenue:	230-233999-540241-23601-99999999-2015

<u>SHIP 4 grant, November 1, 2016 – October 31, 2017: $83, 574</u>

Expenditures:	230-233999-629900-23601-99999999-2015
Revenue:	230-233999-540241-23601-99999999-2015

GRANT APPROVAL FORM

GRANT NAME: Statewide Health Improve GRANT AMOUNT: 167,148

GRANTOR: Minnesota Department of Heal MATCH AMOUNT: 16,714

FUND: 230 AGENCY: 233999 GRANT: 23601 GRANT YEAR: 2015

AGENCY NAME: Public Health and Human Services Department

CONTACT PERSON: Amy Westbrook PHONE: 218-725-5267

GRANT PERIOD: BEGIN DATE: November 1, 2015 END DATE: October 31, 2017

STATE GRANT AWARD NUMBER OR FEDERAL CFDA # _____

FILL IN THE ABOVE INFORMATION ON THIS FORM AND IDENTIFY THE CATEGORY OF THE GRANT FROM THE CHOICES BELOW. ATTACH THIS FORM TO THE GRANT APPLICATION AND ANY OTHER PERTINENT OTHER DOCUMENTATION AND ROUTE THE PACKET TO THE INDIVIDUALS LISTED FOR THE TYPE OF GRANT.

IT IS ESSENTIAL THAT DEPARTMENTS SUBMIT THE COMPLETED APPROVAL FORM ON THOSE GRANTS THAT DO NOT REQUIRE BOARD RESOLUTION TO THE AUDITOR'S OFFICE ACCOUNTING DEPARTMENT FOR BUDGETING PURPOSES. NO GRANT ACTIVITY WILL BE RECORDED WITHOUT AN ESTABLISHED BUDGET.

GRANTS OF $25,000 OR LESS

A grant of $25,000 or less may be applied for and/or accepted by the department without a separate County Board Resolution if it meets the following:

1. The grant fits within the department's functions, and
2. If the grant requires a County match (not to exceed in money or value an amount equal to the actual grant), and if that match is "in kind", that "in-kind" match is part of the ongoing operations, or if the match is monetary, that the department can find the necessary amount within its existing budget.

DOES THIS GRANT QUALIFY UNDER "GRANTS OF $25,000 OR LESS"?

YES ☐ **NO** ☒

If so, this type of grant requires the following review approval:

County Auditor _____ Date: _____
County Administrator _____ Date: _____
County Attorney _____ Date: _____

The Grant Budget must be entered into the accounting system. Send a copy of the grant, this signed approval form and any other pertinent information to the Auditor's Office-Accounting, so the budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.

NEW GRANTS GREATER THAN $25,000

All new grants that exceed $25,000 and all recurring grants that exceed $25,000 that contain changes in the grant's requirements which may affect either County resources or the scope of the grant need two (2) board resolutions. One board resolution is required to apply for the grant and a second resolution is required to accept the grant.

DOES THIS GRANT QUALIFY UNDER "GRANTS GREATER THAN $25,000"?
YES ☐ NO ☐

If this is a new grant greater than $25,000, it requires the following review approval:

County Auditor _____ Date: _____
County Administrator _____ Date: _____

The Grant Budget must be entered into the accounting system. Send a copy of the grant, this completed approval form and the Board Resolution to the Auditor's Office-Accounting, so a budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.

RECURRING GRANTS GREATER THAN $25,000

A recurring grant greater than $25,000 that is a repeat of a grant which has been received by the County in past year(s) and that has no changes in the use of County resources or in the scope of the grant, requires one Board Resolution to both apply for and/or accept the grant.

DOES THIS GRANT QUALIFY AS "RECURRING GRANTS GREATER THAN $25,000"?
YES ☒ NO ☐

If yes, this recurring grant greater than $25,000 requires the following review approval:

County Auditor Nancy Nelson - chief Deputy Date: 11/25/15
County Administrator [signature] Date: 11-25-15

The Grant Budget must be entered into the accounting system. Send a copy of the grant, this completed approval form and the Board Resolution to the Auditor's Office-Accounting, so a budget can be entered into the system. Without a budget, no expenditures or revenues will be recorded.

BOARD LETTER NO. 15 - 533

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 4

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **Special Sale of State Tax Forfeited Land to the City of Rice Lake and Rescind County Board Resolution 15-524**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENT GOAL:
Performing public services.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the sale of state tax forfeited land to the City of Rice Lake and to rescind County Board Resolution 15-524, dated August 11, 2015.

BACKGROUND:
The City of Rice Lake has requested to purchase a 0.72 acre parcel of state tax forfeited land. The parcel was conveyed by conditional use deed to the Town of Rice Lake in 2006 for excess snow storage, township equipment and supplies. The property was re-conveyed to the State of Minnesota in 2015 because the original public use had been abandoned, with the understanding that the City of Rice Lake wished to purchase the parcel.

A governmental subdivision to which state tax forfeited land has been conveyed for an authorized public use, may purchase the property with the approval of the County Board, if it fails to put the land to that public use or abandons that use. The City of Rice Lake is seeking to purchase this property for future development.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the sale of state tax forfeited land to the City of Rice Lake for the appraised value of $4,700 plus the following fees: 3% assurance fee of $141, deed fee of $25, deed tax of $15.51, and recording fee of $46, and appraisal fee of $750; for a total of $5,677.51, to be deposited into Fund 240 (Forfeited Tax Fund). Additionally, it is recommended that County Board Resolution No. 15-524, dated August 11, 2015, be rescinded.

Special Sale of State Tax Forfeited Land to the City of Rice Lake and Rescind County Board Resolution 15-524

BY COMMISSIONER _____

WHEREAS, On September 1, 2006, the State of Minnesota conveyed to the Town of Rice Lake, the tax forfeited parcel described below to be used for an authorized public use:

TOWN OF RICE LAKE
Lot 1, Block 3
GLENWOOD PARK CITY OF RICE LAKE
Parcel Code: 520-0100-00180

WHEREAS, The City of Rice Lake either failed to put the property to the public use for which is was conveyed, or abandoned that public use, and now desires to purchase the property for an authorized public purpose under Minn. Stat. § 282.01, Subd. 1d (a) from the State of Minnesota;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the sale of state tax forfeited land, as described, to the City of Rice Lake for the appraised value of $4,700 plus the following fees: 3% assurance fee of $141, deed fee of $25, deed tax of $15.51, recording fee of $46, and appraisal fee of $750; for a total of $5677.51, to be deposited into Fund 240 (Forfeited Tax Fund).

RESOLVED FURTHER, That St. Louis County Board Resolution No. 15-524, dated August 11, 2015, is hereby rescinded.

town of

Rice Lake

Township • Government

Corner Stone of Democracy

4107 West Beyer Road
Duluth, MN 55803-9480
218/721-3778 • Fax 218/721-3448
E-mail: office@ricelaketownshipmn.org
www.ricelaketownshipmn.org

RECEIVED
MAR 27 2015
LAND COMMISSIONER

March 25, 2015

Mr. Chris Johnson
Arvid Building, 3rd Floor
325 W. 1st St.
Duluth, MN 55802

RE: PIN 520-0100-00180

Dear Mr. Johnson,

The Town of Rice Lake would like to purchase the above reference parcel of land. Currently we have ownership via Conveyance of Forfeited Land, Doc. 824680, but we would like to purchase the land for future development.

Please let me know what processes the Town needs to take to achieve this, we would like to have this completed as soon as possible. If you have any questions, please call me at 721-3778. I look forward to hearing back from you.

Sincerely,

Joan Jauss
Town Clerk

Saint Louis County Land & Minerals Department

Tax Forfeited Properties Special Sale

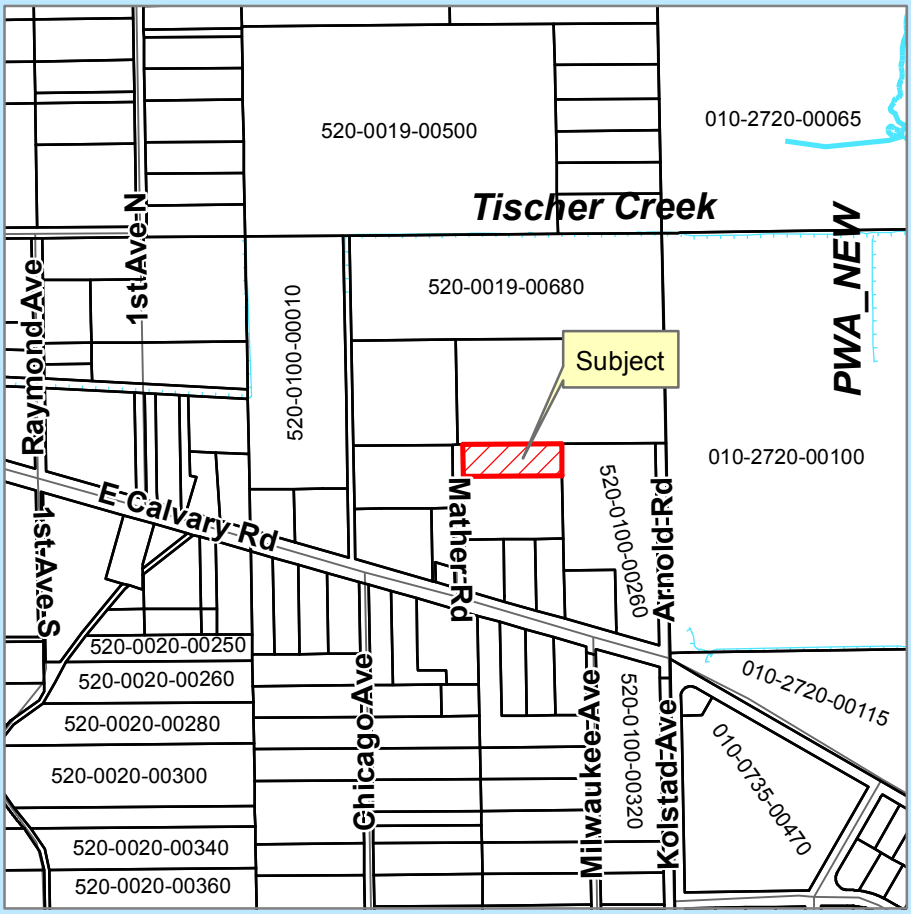
Address: XXXX (4774) Mather Road
Duluth, MN 55803

Legal: LOT 1, BLOCK 3
GLENWOOD PARK TOWN OF RICE LAKE

Parcel Code: 520-0100-00180

LDKEY: 121341

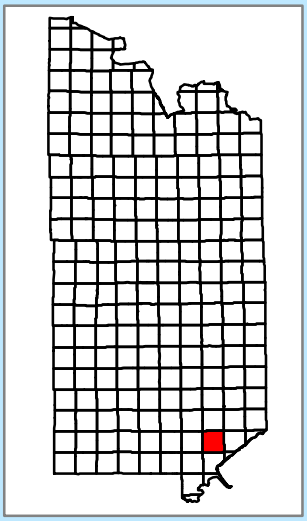
Commisioner District: 5



Town of Rice Lake Section: 34 Township: 51 Range: 14

Saint Louis County Subject Locator

- Subject Location County
- Subject Location Plat
- Subject Location Aerial
- Roads
- Water
- Tax Forfeited



Disclaimer

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

Resolution
of the
Board of County Commissioners
St. Louis County, Minnesota
Adopted on: August 11, 2015 Resolution No. 15-524
Offered by Commissioner: Nelson

Special Sale of State Tax Forfeited Land to Rice Lake Township

WHEREAS, On September 1, 2006, the State of Minnesota conveyed to the Rice Lake Township, the tax forfeited parcel described below to be used for an authorized public use:

TOWN OF RICE LAKE
Lot 1, Block 3
GLENWOOD PARK TOWN OF RICE LAKE
Parcel Code: 520-0100-00180; and

WHEREAS, Rice Lake Township either failed to put the property to the public use for which it was conveyed, or abandoned that public use, and now desires to purchase the property for an authorized public purpose under Minn. Stat. § 282.01, Subd. 1d(a), from the State of Minnesota;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the sale of state tax forfeited land, as described, to Rice Lake Township for the appraised value of $28,000 plus the following fees: 3% assurance fee of $840, deed fee of $25, deed tax of $92.40, recording fee of $46, and appraisal fee of $750, for a total of $29,753.40, to be deposited into Fund 240 (Forfeited Tax Fund).

Commissioner Nelson moved the adoption of the Resolution and it was declared adopted upon the following vote:
Yeas – Commissioners Jewell, Boyle, Rukavina, Nelson, Raukar and Chair Stauber – 6
Nays – None
Absent – Commissioner Dahlberg – 1

STATE OF MINNESOTA
Office of County Auditor, ss.
County of St. Louis

I, DONALD DICKLICH, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 11th day of August, A.D. 2015, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 11th day of August, A.D., 2015.

DONALD DICKLICH, COUNTY AUDITOR

By Peil Chapman
Clerk of the County Board/Deputy Auditor

BOARD LETTER NO. 15 – 534

PUBLIC & WORKS COMMITTEE CONSENT NO. 5

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **Professional Services Agreement – Hibbing Safe Routes to School Plan**

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 a professional services agreement with Kimley-Horn to complete the Hibbing Safe Routes to School Plan.

BACKGROUND:
The Safe Routes to School program is a federal program that provides funding and resources to community and school groups to support students walking and biking to school. The Minnesota Department of Transportation (MnDOT) is responsible for administering the Safe Routes to School program in Minnesota.

St. Louis County Board Resolution No. 15-528 authorized an agreement with MnDOT to develop the Hibbing Safe Routes to School Plan with the actual project work to be completed by an engineering consultant. A selection committee representing the City of Hibbing, Arrowhead Regional Development Commission and St. Louis County, reviewed four submitted proposals and selected Kimley-Horn of St. Paul, MN. The project cost is estimated at $71,500 and is expected to be completed in June 2016.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize a professional services agreement with Kimley-Horn of St. Paul, MN, in the amount of $71,500, to complete the Hibbing Safe Routes to School Plan, identified as SP 069-591-004, CP 0000-266622, accounted for in Fund 220, Agency 220370.

Professional Services Agreement – Hibbing Safe Routes to School Plan

BY COMMISSIONER _____

WHEREAS, The Safe Routes to School program is a federal program that provides funding and resources to community and school groups to support students walking and biking to school; and

WHEREAS, The Minnesota Department of Transportation administers the Safe Routes to School Program for the State of Minnesota and has authorized St. Louis County to begin work on the Hibbing Safe Routes to School Plan; and

WHEREAS, Kimley-Horn of St. Paul, MN has been selected to complete the Hibbing Safe Routes to School Plan at an estimated cost of $71,500.00 which is anticipated to be paid for by 100 percent federal funds;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a professional services agreement with Kimley-Horn of St. Paul, MN, in the amount of $71,500, to complete the Hibbing Safe Routes to School Plan identified as SP 069-591-004, CP 0000-266622, accounted for in Fund 220, Agency 220370.

BOARD LETTER NO. 15 - 535

FINANCE & BUDGET COMMITTEE CONSENT NO. 6

BOARD AGENDA NO.

DATE: **December 1, 2015** **RE:** **Abatement List for Board Approval**

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

Mark Monacelli, Director
Public Records & Property Valuation

David L. Sipila
County Assessor

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

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

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

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

Abatement List for Board Approval

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board approves the applications for abatements, correction of assessed valuations and taxes plus penalty and interest, and any additional accrual, identified in County Board File No. 60032.

11/24/2015
2:02:35PM

Abatements Submitted for Approval by the St. Louis County Board on 12/15/2015

PARCEL CODE			AUD NBR		NAME	TYPE	LOCATION	APPRAISER	REASON	YEAR	REDUCTION
677	14	90	0	15601	BRUUN, KURT	R	57-16	Tom Carlson	HOMESTEAD	2015	438.00
140	0	0	05025	15603	BUSH ROBERT	M	Hibbing	Margaret Dunsmore	PP CANCEL	2015	116.00
140	0	0	09009	15602	BUSH, ROBERT	M	Hibbing	Margaret Dunsmore	PP CANCEL	2015	116.00
275	19	132	0	15606	CLARK, CHERYL	R	Brevator	Noah Mittlefehldt	VALUATION	2014	221.52
425	0	0	00371	15604	JENSEN, LEROY	M	Leiding	Beth Sokoloski	PP CANCEL	2015	8.00
520	11	1251	0	15607	RUTKA, PATRICIA	R	Rice Lake	Margaret Dunsmore	HOMESTEAD	2013	236.92
140	0	0	03073	15605	TNT REAL ESTATE	M	Hibbing	Margaret Dunsmore	PP CANCEL	2014	8.20

BOARD LETTER NO. 15 – 536

FINANCE & BUDGET COMMITTEE CONSENT NO. 7

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **2016-18 Memorandum of Agreement – University of Minnesota Extension**

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

RELATED DEPARTMENT GOAL:
To connect community needs and University resources to address critical issues in St. Louis County by involving people in improving the quality of life and enhancing the economy and the environment through education and applied research.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the annual Memorandum of Agreement (MOA) with the University of Minnesota to provide Extension programs in St. Louis County.

BACKGROUND:
On May 20, 2015 the Cooperative Extension Committee recommended that the County Board approve the attached MOA between St. Louis County and University of Minnesota to provide specific Extension programs within St. Louis County and for Extension staff to perform these services. The proposed MOA is for three years beginning January 1, 2016 through December 31, 2018. County Administration recommended accepting the proposed three-year agreement due to financial savings compared to a one-year agreement. Contract services include two positions identified as 4-H Program Coordinator (2.0 FTEs) and one position identified as Incredible Exchange Program Coordinator, 4-H Youth Development (1.0 FTE). The total 2015 contract price for three program coordinator positions was $202,590. The proposed MOA contract prices for 2016-18 include increases of 2.0% in 2016; 2.25% in 2017; and 2.50% in 2018. The 2016 contract price for the three positions is equal to $206,643.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the 2016-18 Memorandum of Agreement with the University of Minnesota payable from Fund 184, Agency 184001, Object 629900 ($137,762); and Fund 184, Agency 186002, Object 629900 ($68,881).

2016-18 Memorandum of Agreement – University of Minnesota Extension

BY COMMISSIONER_____

WHEREAS, The St. Louis County Cooperative Extension Committee recommended that the St. Louis County Board of Commissioners approve a Memorandum of Agreement (MOA) between the county and University of Minnesota to provide specific Extension programs within St. Louis County and for Extension staff to perform these services; and

WHEREAS, The proposed MOA is for three years beginning January 1, 2016 through December 31, 2018, including two positions identified as 4-H Program Coordinator (2.0 FTEs) and one position identified as Incredible Exchange Program Coordinator, 4-H Youth Development for a total contract price of $206,643;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to sign the 2016-18 Memorandum of Agreement with the University of Minnesota to provide Extension programs totaling $206,643 payable as follows:

Fund 184, Agency 184001, Object 629900	$137,762
Fund 184, Agency 186002, Object 629900	$ 68,881

RESOLVED FURTHER, The contract prices for 2016-18 include increases of 2.0% in 2016; 2.25% in 2017, and 2.50% in 2018.

2016-2018
Agreement
Between the University of Minnesota
And
St. Louis County
For providing Extension programs locally and Employing Extension Staff

This Agreement ("Agreement") between the County of St. Louis Minnesota ("County") and the Regents of the University of Minnesota on behalf of its Extension unit, 240 Coffey Hall, St. Paul, Minnesota, 55108 ("University") is effective January 1, 2016, and supersedes and replaces any and all current or existing agreements relating to Extension and its programs that may exist between the County and University.

The term of this Agreement shall be three (3) years, beginning on January 1, 2016 and ending on December 31, 2018, unless earlier terminated as provided in paragraphs 8 and 9.

WITNESSETH:

WHEREAS, Minn. Stat. §38.34 authorizes a Board of County Commissioners to incur expenses and spend money for County Extension work; and

WHEREAS, the money set aside and appropriated by the County Board in the County Extension Fund may be paid out by orders of the University's Director of Extension, or the Director's designee, as identified in Minn. Stat. §38.36, Subd. 3; and

WHEREAS, Minn. Stat. §38.37 provides that Extension educators must be employed according to University personnel procedures and must be University employees; and

WHEREAS, it is the intention of the County and University that the University shall provide Extension services on behalf of the County in exchange for considerations as detailed herein.

NOW THEREFORE, in consideration of the mutual undertaking and agreements contained within this Agreement, the County and University hereby agree as follows:

1. In accordance with Minn. Stat. §38.37 County desires to augment University's state-wide Extension programs. The programs that the County will augment and the amounts the County will pay in connection with the programs are detailed in Table A below.

Table A

Program	FTE	2016 Price	2017 Price	2018 Price
4-H Youth Development Program Coordinator	2.0	$137,762	$140,862	$144,384
Incredible Exchange, 4-H Youth Development Program Coordinator	1.0	$ 68,881	$ 70,431	$ 72,192
TOTAL		$206,643	$211,293	$216,576

2. County recognizes that University costs for supporting these positions may increase from year to year. The costs payable for these positions are reviewed by the Association of Minnesota Counties' ("AMC") Extension Committee and University's Extension central administration, at which time the parties will agree on an appropriate inflation factor for the coming year(s). Unless County and University otherwise agree, the inflation factor will be as agreed to by AMC and University.

3. Based on the County's funding commitment, University will be responsible for providing salary & fringe benefits for the positions, enhanced programming from regional extension educator staff, program supervision, travel (mileage, meals, and lodging), in-service training within program area, payroll, and accounting services.

The County agrees to provide local support in the form of office space, telephone, computer, network connections for email and other communications, software, support staff and other general office supplies. The University will recommend technology needs and other office standards. Nevertheless, the level of availability and type of such support will be determined by the County. All local support staff provided by the County shall work under the management, supervision, and direction of the County.

4. University will bill the County on a quarterly basis and the County will submit payment within 35 days of receipt of the bill. The total annual amount to be paid by the County shall be paid in four equal quarterly payments.

5. As vacancies occur, and if the County and University agree to continue to support the desired program and position, University will hire new personnel with involvement and concurrence of the County Extension Committee. The County will not be billed for a position during the time that position is vacant.

6. The University will complete an annual performance evaluation of each University Extension employee working in the County and supporting the programs identified in paragraph 1. The County Extension Committee will have the option to provide input to University on such evaluation. The University in accordance with University personnel guidelines will determine salary adjustment of each University Extension employee.

7. Annually, the County Extension Committee, in coordination with University, will be responsible for approving the County Extension educational programming and services, as provided for in Minn. Stat. §38.37. The parties acknowledge that County extension educational programming includes University's Nutrition Education Program educational programming.

8. Nothing in this Agreement precludes the County or University at any time during the term of this Agreement from requesting a modification of the County Extension program, including an adjustment of the number of University Extension personnel working in the County. The County or University will provide a minimum of 90 days' notice if either party desires a change in programs that results in a decrease in the staffing or funding level, and both parties agree to enter into good faith discussions to address such request.

9. If University or the County in good faith determines that funding is no longer available to support the programs or positions providing services locally, either party may terminate this Agreement. Termination of the Agreement in its entirety requires a minimum of 90 days prior notice. Notice shall be dated and provided in writing to the parties listed below as the contacts for this Agreement.

If to County:	Don Dicklich County Auditor Courthouse, Room 214 100 N. 5th Avenue W Duluth, MN 55802
If to University:	University of Minnesota Minnesota Extension Attn: Director of Field Operations 240 Coffey Hall 1420 Eckles Avenue St. Paul, MN 55108 Facsimile No.: 612-625-6227 E-mail: byrne007@umn.edu

10. Each party agrees that it will be responsible for its own actions and the results thereof to the extent authorized by law and shall not be responsible for the acts of the other party or the results thereof. The County's liability is governed by the provisions of Minn. Stat. Chap. 466 and other applicable laws. The University's liability is governed by the provisions of the Minnesota Tort Claims Act, Minn. Stat. §3.736 and other applicable law.

11. Pursuant to Minn. Stat. §16C.05, Subd. 5, the University agrees that County, the State Auditor, or any of their duly authorized representatives at any time during normal business hours and as often as they may reasonably deem necessary, shall have access to and the right to examine, audit, excerpt, and transcribe any books, records, documents, and accounting procedures and practices of the University that are relevant to this Agreement. University agrees to maintain these records in accordance with applicable law.

12. All data collected, created, received, maintained, or disseminated for any purposes by the activities of University because of this Agreement is governed by the Minnesota Government Data Practices Act, Minn. Stat. Chap. 13, as amended, the Minnesota Rules implementing such Act now in force or as adopted, as well as Federal Regulations on data privacy.

13. The University is committed to the policy that all persons shall have equal access to its programs, facilities, and employment without regard to race, color, creed, religion, national origin, sex, age, marital status, disability, public assistance status, veteran status, sexual orientation or other classifications protected by state or federal law. In adhering to this policy, the University abides by the Minnesota Human Rights Act, Minnesota Statute Ch. 363A; by the Federal Civil Rights Act, 42 U.S.C. 2000e; by the requirements of Title IX of the Education Amendments of 1972; by Sections 503 and 504 of the Rehabilitation Act of 1973; by the Americans With Disabilities Act of 1990; by Executive Order 11246, as amended; by 38 U.S.C. 2012, the Vietnam Era Veterans Readjustment Assistance Act of 1972, as amended; and by other applicable statutes and regulations relating to equality of opportunity.

IN WITNESS WHEREOF, the parties by their respective authorized agents or officers have executed this Agreement.

COUNTY of St. Louis

BY _____
Chair, County Board of Commissioners

DATE_____

BY _____
Chair, County Extension Committee

DATE_____

BY _____
County Auditor

DATE_____

Approved as to form:

BY _____
County Attorney

DATE_____

Regents of the University of Minnesota

BY_____

DATE_____

Damion No. 2015-009796

BOARD LETTER NO. 15 – 537

FINANCE & BUDGET COMMITTEE CONSENT NO. 8

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **Dedication of Permanent and Temporary Highway Easements over County Fee Owned Property**

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

Tony Mancuso, Director
Property Management

RELATED DEPARTMENT GOAL:
Facilitate county fee land purchase, sale and easement activities.

ACTION REQUESTED:
The St. Louis County Board is requested to dedicate to the public permanent highway easements and temporary construction easements over county fee owned property for sidewalk and storm water retention pond construction adjacent to County State Aid Highway (CSAH) 4/Rice Lake Road in Duluth.

BACKGROUND:
St. Louis County is constructing a sidewalk project adjacent to CSAH 4/Rice Lake Road from the Arrowhead Road to a point near the Marshall School. It is a funding requirement that all construction must take place within dedicated highway right of way or temporary construction easements. The project adjoins the Public Safety Campus and several additional county owned parcels of property along Rice Lake Road.

RECOMMENDATION:
It is recommended that the St. Louis County Board, pursuant to Minn. Stat. § 163.11, dedicate to the public permanent highway easements and temporary construction easements for the County State Aid Highway 4 sidewalk project, and record a certified copy of the resolution in the office of the County Recorder and Registrar of Deeds.

Dedication of Permanent and Temporary Highway Easements over County Fee Owned Property

BY COMMISSIONER_____

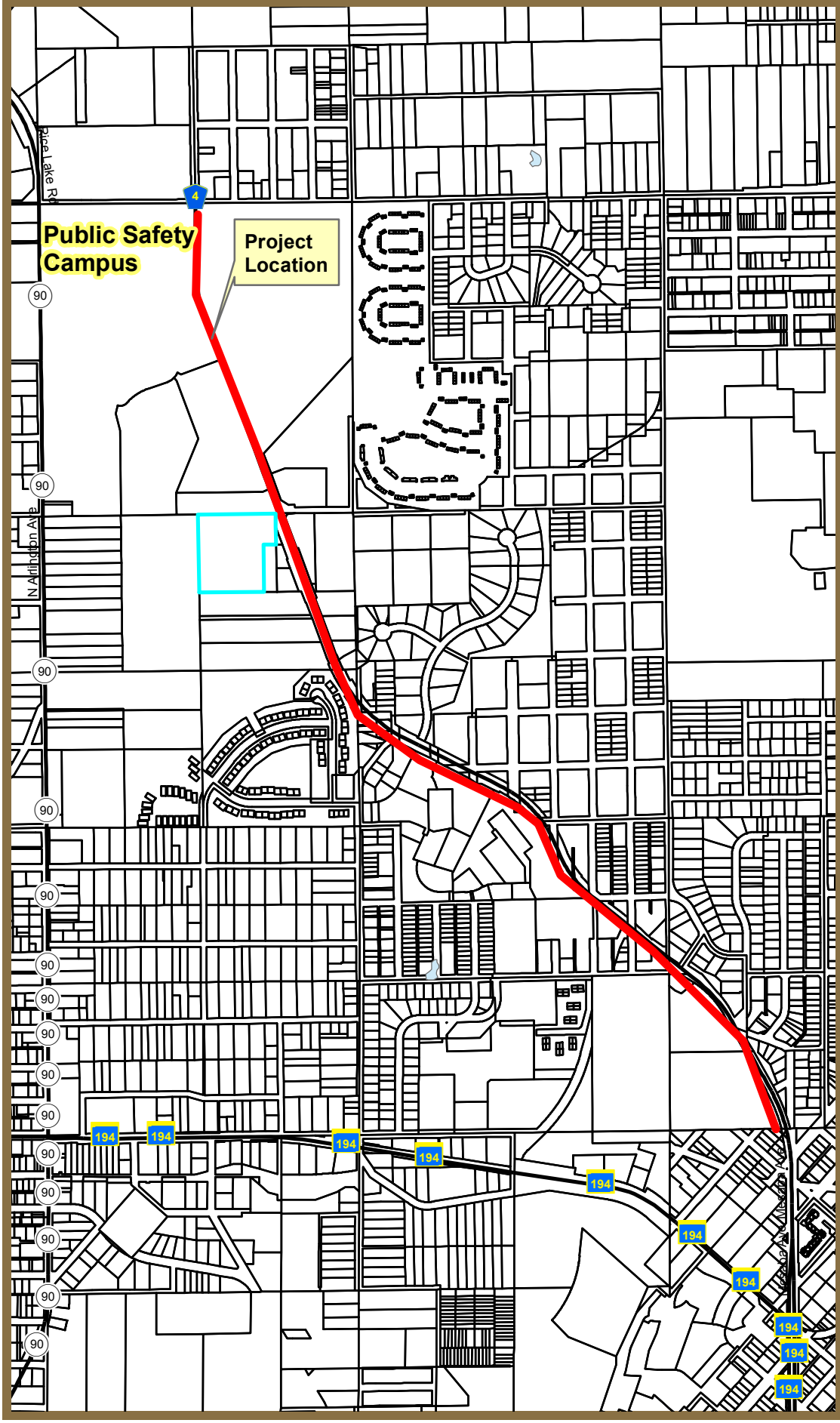
WHEREAS, St. Louis County owns property adjacent to a segment of County State Aid Hwy (CSAH) 4/Rice Lake Road which is being improved with a sidewalk and storm water retention pond; and

WHEREAS, It is necessary to dedicate permanent easements and temporary construction easements over county owned fee land necessary to allow construction;

THEREFORE, BE IT RESOLVED, That pursuant to Minn. Stat. § 163.11, the St. Louis County Board dedicates to the public the permanent highway easements and temporary construction easements more particularly described in Exhibits A, B & C, identified in County Board File No. _____.

EXHIBIT A & B	Parcel 5A	County State Aid Highway 4
EXHIBIT A & B	Parcel 9A	County State Aid Highway 4
EXHIBIT A & B & C	Parcel 15	County State Aid Highway 4

Construction Easements Project Location Map
City of Duluth, Rice Lake Road Sidewalk Project



Saint Louis County
Planning Department
GIS Division

Road Surface Class. Twp

SURF_TYPE

- Paved Road
- Gravel Road
- sde.STLOUIS.ENVIRO_Lakes
- sde.STLOUIS.CDSTRL_ParcelInfo

N

0 0.05 0.1 0.2 0.3
Miles

Property Managemen

(218) 725-5085
www.stlouiscountymn.gov

Source: St. Louis County, DNR

Map Created: 11/18/2015

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

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EXHIBIT A

Parcel 5A Road Number - 4 County Project - CP 0004-136147
State Project Number - SP 069-604-073

Property Legal Description:

That part of Lot 28 Block 6 CLAGUE & PRINDLE'S ADDITION TO DULUTH, lying West of the Rice Lake Road EXCEPT minerals.

Rights to be acquired:

A PERMANENT EASEMENT for highway purposes over, under, and across the entire above described property.

Said Permanent Easement contains 0 square feet of existing right of way and 593 square feet of new right of way.

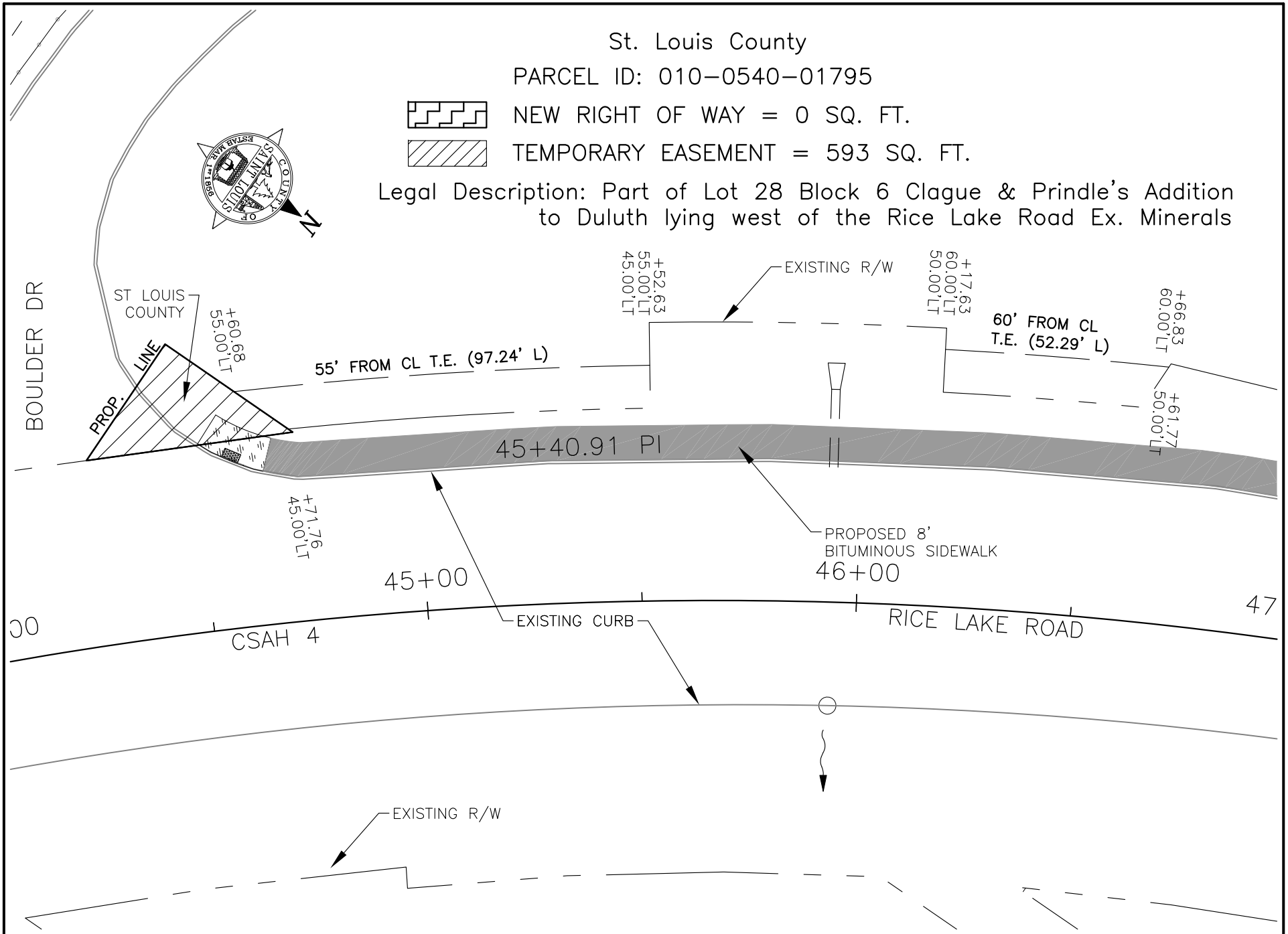
St. Louis County

PARCEL ID: 010–0540–01795

NEW RIGHT OF WAY = 0 SQ. FT.

TEMPORARY EASEMENT = 593 SQ. FT.

Legal Description: Part of Lot 28 Block 6 Clague & Prindle's Addition to Duluth lying west of the Rice Lake Road Ex. Minerals



Parcel ID: 010–0540–01795	Owner: St. Louis County	Parcel 5A–EXHIBIT B
	S.P. 069–604–073	C.P. 0004–136147

St. Louis County
PARCEL IDS: 010–4330–05850 –5880 –05890 –05915
NEW RIGHT OF WAY = 0 SQ. FT.
TEMPORARY EASEMENT = 1858 SQ. FT.

SECTION LINE
PROPERTY LINE
PROPERTY LINE
EXISTING R/W
Lot 5
010–4330–05880
Lot 3
010–4330–05850
+57.02
90.00'LT
Lot 8
010–4330–05915
Lot 6
010–4330–05890
10' T.E.
90' FROM CL T.E. (178.44' L)
+78.58
90.00'LT
+76.78
80.00'LT
EXISTING R/W
N
PROPOSED 8'
BITUMINOUS SIDEWALK
66+00
67+00
CSAH 4
68+00
RICE LAKE ROAD
EXISTING CURB
EXISTING CURB

Lots 3 & 4, Part of Lots 5, 6, & 8 Block 40 Triggs & Kennedy Addition to Duluth	010–4330–05850 and –5880 –05890 –05915		Parcel 9A–EXHIBIT B
	Owner: St. Louis County	S.P. 069–604–073	C.P. 0004–136147

EXHIBIT A

Parcel 9A Road Number - 4 County Project - CP 0004-136147
State Project Number - SP 069-604-073

Property Legal Description:

Lot 3 including part of vacated alley adjacent, Lot 4, northeasterly half (1/2) of Lot 5, Lot 6, and Lot 8 except that part lying south and west of a line drawn from the northwest corner of Lot 5, Block 40, thru the southeast corner of said lot to the northwesterly line of highway; all located in Block 40, in Triggs and Kennedys Addition to Duluth, according to the recorded plat thereof.

Rights to be acquired:

A TEMPORARY EASEMENT for highway purposes over, under, and across the above described property, said temporary easement lies easterly of a line drawn 90.00 feet westerly of the following described line: Commencing at the South 1/4 corner of Section 16 Township 50 North Range 14 West, of the Fourth Principal Meridian, thence North 88°50'27" East along the south line of said section, a distance of 2615.91 feet to the southeast corner of said section; thence North 72°45'49" West a distance of 2333.23 feet to a point on the project centerline; thence northwesterly along a tangential curve concave to the northeast, with a central angle of 42°54'58", and a radius of 1273.24 feet, a distance of 131.44 feet to the point of beginning of the line to be described; thence continuing northwesterly along said curve a distance of 180.44 feet said line there terminating.

Said Temporary Easement contains 0 square feet of existing right of way and 1858 square feet of new right of way. Said Temporary Easement shall expire on December 31, 2018.

EXHIBIT A

Parcel 15 Road Number - 4 County Project - CP 0004-136147
State Project Number - SP 069-604-073

Property Legal Description:
NE 1/4 of NW 1/4 and NW 1/4 of NW 1/4 of Section 16-Township 50 North-Range 14 West of the Fourth Principal Meridian, St. Louis County, Minnesota.
Rights to be acquired:
A TEMPORARY EASEMENT for highway purposes over, under, and across the above described property, said temporary easement lies westerly of a line drawn 150.00 feet easterly of the following described line: Commencing at the South 1/4 corner of Section 16 Township 50 North Range 14 West; thence North 88°50'27" East along the south line of said section a distance of 2615.91 to the southeast corner of Section 16; thence North 63°58'51"West a distance of 3166.61 feet to a point on the project centerline; thence North 20°02'17" West along project centerline a distance of 2706.55 feet to the point of beginning of the line to be described; thence continuing at said bearing a distance of 255.04 feet said line there terminating. As shown on the attached Exhibit B.
AND
Together with A PERMANENT EASEMENT for highway purposes over, under, and across the above described property said Permanent Easement lies westerly of a line drawn 140.00 feet easterly of the following described line: Commencing at the point of beginning of the previously described line; thence continuing at bearing of North 20°02'17" West a distance of 10.03 feet to the point of beginning of line to be described; thence continuing at said bearing a distance of 44.06 feet said line there terminating. As shown on the attached Exhibit B.
AND
Together with A PERMANENT EASEMENT for highway purposes over, under, and across the above described property said Permanent Easement lies westerly of a line drawn 120.00 feet easterly of the following described line: Commencing at the point of termination of the last described line the point of beginning of the line to be described; thence continuing at a bearing of North 20°02'17" West a distance of 190.95 feet said line there terminating. As shown on the attached Exhibit B.

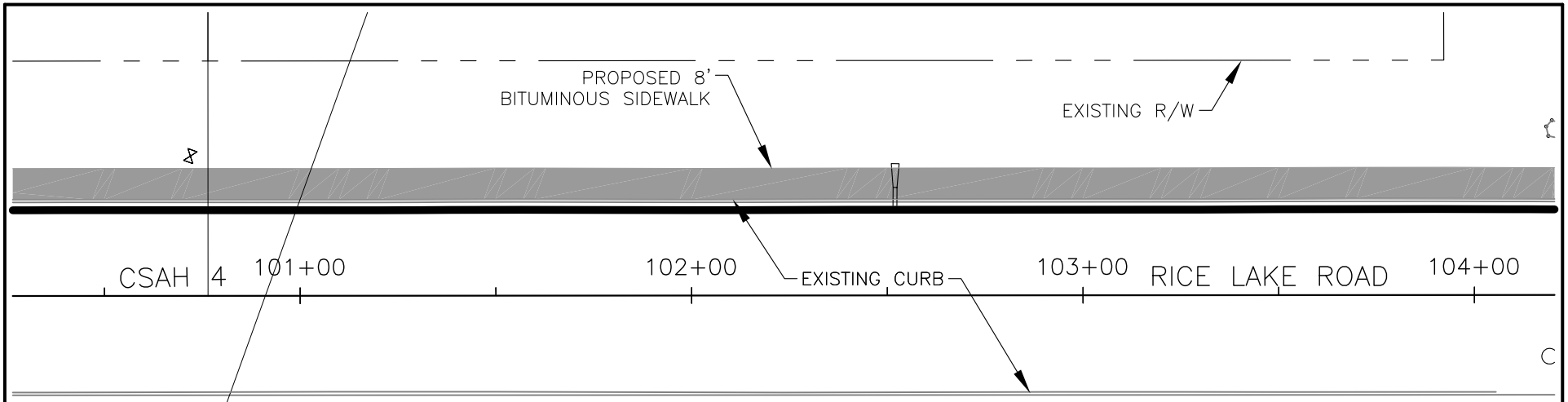
Said Temporary Easement contains 0 square feet of existing right of way and 7,974 square feet of new right of way. Said Temporary Easements shall expire on December 31, 2018.

Said Permanent Easements contain 0 square feet of existing right of way and 14,981 square feet of new right of way.

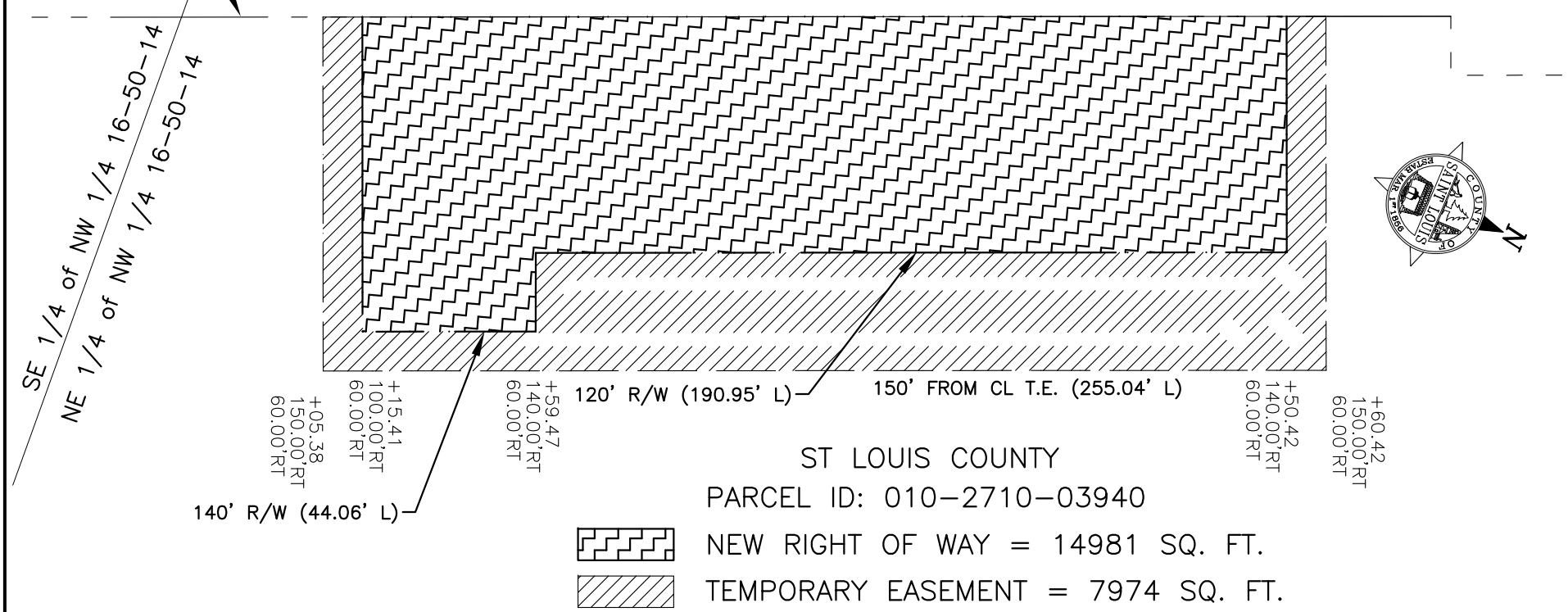
AND

Together with A PERMANENT EASEMENT for highway purposes over, under, and across the above described property said Permanent Easement lies easterly of a line drawn 75.00 feet westerly of the following described line: Commencing at the South 1/4 corner of Section 16 Township 50 North Range 14 West; thence North 88°50'27" East along the south line of said section a distance of 2615.91 to the southeast corner of Section 16; thence North 40°11'46"West a distance of 6154.89 feet to a point on the project centerline; thence North 00°05'18" West a distance of 194.46 feet to the point of beginning of line to be described; thence continuing on said bearing a distance of 215.69 feet said line there terminating. As shown on the attached Exhibit C.

Said Permanent Easement contains 0 square feet of existing right of way and 5,078 square feet of new right of way.



Legal Description: NW 1/4 of NW 1/4 and NE 1/4 of NW 1/4 of
Section 16 Township 50 North–Range 14 West



ST LOUIS COUNTY

PARCEL ID: 010–2710–03940

NEW RIGHT OF WAY = 14981 SQ. FT.

TEMPORARY EASEMENT = 7974 SQ. FT.

PARCEL ID: 010–2710–03940	Owner: St. Louis County	Parcel 15–EXHIBIT B
	S.P. 069–604–073	C.P. 0004–136147

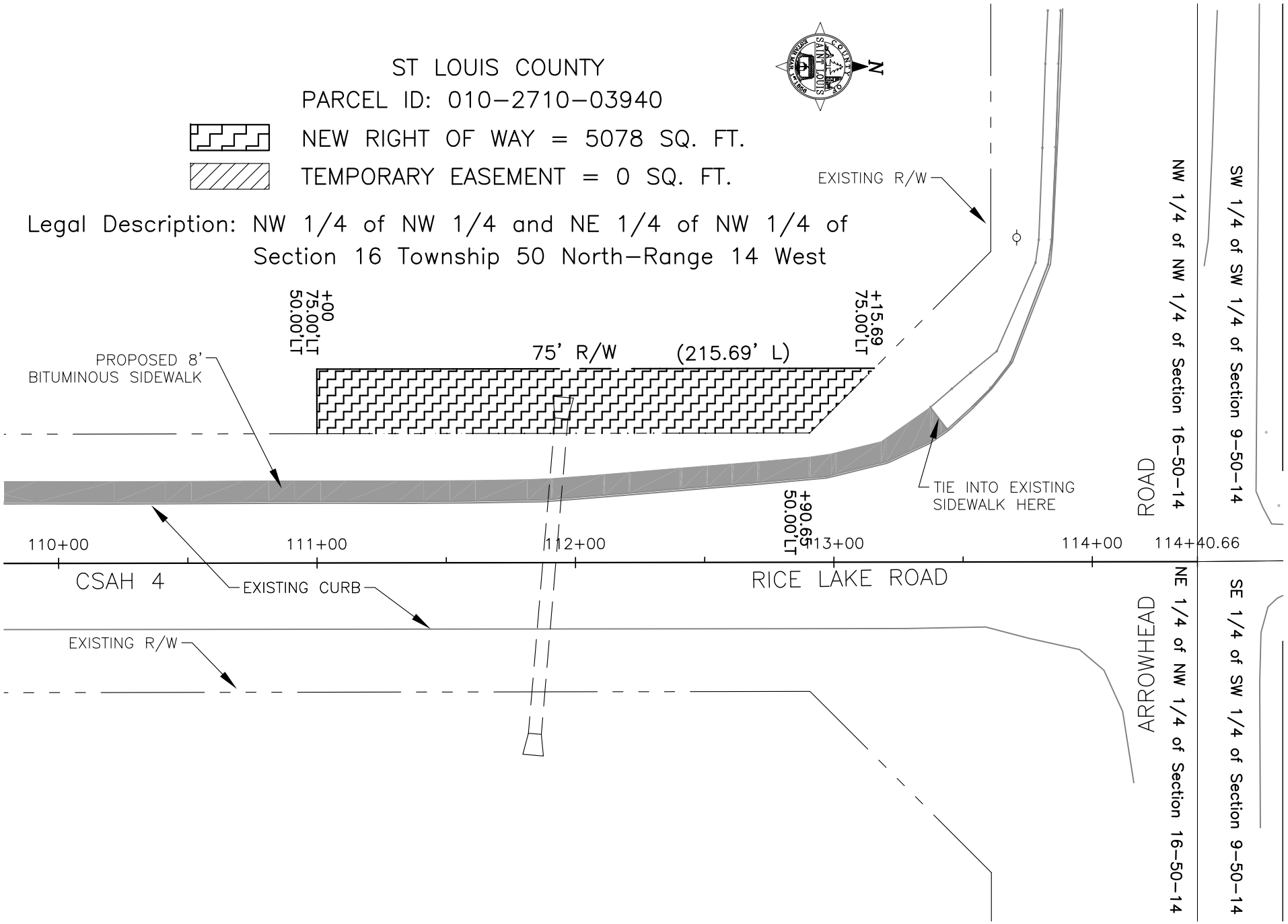
ST LOUIS COUNTY

PARCEL ID: 010–2710–03940

NEW RIGHT OF WAY = 5078 SQ. FT.

TEMPORARY EASEMENT = 0 SQ. FT.

Legal Description: NW 1/4 of NW 1/4 and NE 1/4 of NW 1/4 of Section 16 Township 50 North–Range 14 West



PARCEL ID: 010–2710–03940	Owner: St. Louis County	Parcel 15–EXHIBIT C
	S.P. 069–604–073	C.P. 0004–136147

BOARD LETTER NO. 15 - 538

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE CONSENT NO. 9

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **2016 Federal Lobbying Services Contract - Lockridge, Grindal & Nauen**

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

John Ongaro, Director
Inter-Governmental Relations

RELATED DEPARTMENT GOAL:
Develop and implement broad policy directives for St. Louis County through the Board of Commissioners.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize an agreement with Lockridge, Grindal & Nauen, P.L.P.P., for the purpose of general lobbying services in Washington, D.C.

BACKGROUND:
For over a decade, St. Louis County has employed the services of Lockridge, Grindal & Nauen (LGN) Government Relations Team for federal general-purpose lobbying efforts. Since that time, LGN has represented the county's interests on a wide variety of issues. This year's federal legislative program includes health care, transportation, law enforcement, corrections, community development block grant, environment and energy, homeland security and social services issues. The 2016 proposed contract amount is $62,930, the same amount as the 2015 contract.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize an agreement with Lockridge, Grindal & Nauen in 2016 for federal legislative services, upon approval of the County Attorney, in an amount not to exceed $62,930 payable from Fund 100, Agency 105001, Object 629900.

2016 Federal Lobbying Services Contract – Lockridge, Grindal & Nauen

BY COMMISSIONER_____

WHEREAS, St. Louis County requires the services of a consultant to assist with federal legislative and administrative matters; and

WHEREAS, Lockridge, Grindal & Nauen has demonstrated professional expertise and knowledge of federal legislation and administrative activities; and

WHEREAS, The contractor desires and is capable of providing federal legislative consultant services to St. Louis County during 2016;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes an agreement with Lockridge, Grindal & Nauen in 2016, upon approval of the County Attorney, for an amount not to exceed $62,930, payable from Fund 100, Agency 105001, Object 629900.

AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN ST. LOUIS COUNTY AND LOCKRIDGE GRINDAL NAUEN P.L.L.P.

THIS AGREEMENT is made and entered into between the COUNTY OF ST. LOUIS, a body corporate and politic existing under the laws of the State of Minnesota, hereinafter referred to as “County,” and Lockridge, Grindal, Nauen, P.L.L.P., Suite 2200, 100 Washington Avenue South, Minneapolis, Minnesota 55401 (hereinafter referred to as "Contractor").

WITNESSETH:

WHEREAS, St. Louis County wishes to purchase the services of the Contractor to assist with Federal Government Relation Services and administrative matters; and

WHEREAS, Contractor has demonstrated professional expertise and knowledge of federal legislative and administrative activities with regard to a broad range of issues impacting counties; and

WHEREAS, the Contractor has been providing consulting services to the County since 1996.

NOW, THEREFORE, the parties hereby agree as follows:

1. TERM OF SERVICE

The Contractor agrees to perform services for the County during the period commencing January 1, 2016, and terminating December 31, 2016, unless earlier terminated as provided herein.

2. SERVICES TO BE PROVIDED

Contractor agrees to furnish to the County, in accordance with the terms of this Agreement, the professional services identified in Attachment A (“the Services”) as requested by the County Director of Intergovernmental Relations or the County Administrator. In performing the specific Services, Contractor shall include, but not be limited to representation in the legislative process, liaison activities with federal agencies and consultation in the development of grant applications for federal funds with regard to a number of issues affecting the County (see attachment A).

3. RESPONSIBILITIES OF CONTRACTOR

Contractor shall furnish qualified personnel to perform the services required. It is agreed that Dennis McGrann shall oversee delivery of the professional services required by this Agreement.

All parties mutually recognize the need to coordinate activities and information associated with legislative initiatives and administrative policies. Therefore, Contractor shall abide by policy, direction and specific activity assignments as directed by the County through the Director of Intergovernmental Relations, or the County Administrator, or any designated representatives. Failure to follow County policy or

direction as described above may be grounds for immediate termination of this Agreement.

It is further understood that for purposes of record keeping and financial accounting, Contractor shall keep and maintain, throughout the term of the Agreement, a general log of its activities and the services rendered, said log to include dates, times and summaries of types of services or activities performed on each date. Upon request of the County, Contractor shall immediately produce said log for inspection and, if requested, shall prepare a written summary of activities performed to date.

4. REPORTS

Contractor shall provide regular written reports to the County as frequently as requested by the County. Contractor will maintain frequent telephone and written contact with the Director of Intergovernmental Relations on the issues in the County's legislative program and other issues as designed by the County.

Except as required to perform services as outlined in this agreement or as previously approved by the County's Director of Intergovernmental Relations, the County shall not require the Contractor to incur uncompensated expenses for air travel, vehicle rentals or housing/meeting costs.

5. INDEPENDENT CONTRACTOR

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

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

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

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

6. SUBCONTRACTING AND ASSIGNMENT

Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by subcontract, assignment or notation, without the prior written consent of the County.

7. INDEMNIFICATION

Except as may be caused by the sole negligence of the County or its employees, Contractor shall indemnify and save harmless the County, its employees, and its agents from all claims, actions, demands, and judgments of any kind arising in whole or in part for any act or omission of Contractor, its subcontractors, and its agents, servants, or employees, incidental to the performance of this contract and from all expenses in connection with such claims, actions, demands and judgments, and shall assume, without expense to the County, the defense of any such claims, actions, demands, and judgments, irrespective of whether it is alleged, claimed, or proved in connection with such act or omission that negligence of the County or its representatives caused or contributed thereto.

This provision is not intended to create any cause of action in favor of any third party against Contractor or the County or to enlarge in any way Contractor's liability, but is solely to provide for indemnification of the County from liability for damages or injuries to third persons or property arising from Contractor or Contractor's agents' performance hereunder.

8. COMPENSATION

In consideration of the consultant services to be performed pursuant to this Agreement, the County agrees to make payment to Contractor in the total amount of $62,930.00 in equal monthly installment payments.

9. PAYMENT

Contractor shall provide an invoice to the County on a monthly basis, which includes a written statement of services provided. County agrees to pay pursuant to said invoice within thirty (30) days of receipt and approval. The County reserves the right to deny payment if sufficient information is not provided by Contractor to justify the requested payment.

10. RECORDS AUDITING AND RETENTION

The County, its authorized representative(s) or the State Auditor, shall have full access to all records relating to the performance of this Agreement.

The Contractor agrees to maintain records relating to all services provided by it under the terms of this Agreement and shall retain all such documentation for six (6) years following the termination of this Agreement. Such records shall be made available for audit or inspection at any time upon the request of the County or its authorized representative.

11. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to St. Louis County shall become the property of the County when prepared,

whether delivered to the County or not, and shall, together with any materials furnished by the County, be delivered to the County upon request, or in any event, upon the determination of final performance or termination of this Agreement.

12. NON-DISCLOSURE OF INFORMATION OR DATA

Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the date. No private or confidential data developed, maintained or reviewed by Contractor under this Agreement may be released to the public by Contactor or its employees or representative. County shall prominently mark all data shared with Contractor with the data's classification under the Minnesota Government Data Practices Act.

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

13. COMPLIANCE WITH NONDISCRIMINATION LAWS

The Contractor agrees to comply with all federal, state and local laws, resolutions, ordinances, rules, regulations and executive orders pertaining to unlawful discrimination on account of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age. When required by law and requested by the County, Contractor shall furnish a written affirmative action plan.

The Contractor further agrees to comply with all federal, state and local laws or ordinances and all applicable rules, regulations and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Contractor's performance of the provisions of this Agreement. It shall be the obligation of Contractor to apply for, pay for and obtain all permits and/or licenses required by any governmental agency for the provision of those services contemplated herein.

14. MODIFICATIONS/ADDENDA

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

15. TERMINATION

This contract may be terminated by either party at any time, with or without cause, upon thirty (30) days' written notice delivered by mail or in person to the other party, unless termination is by the County for failure of Contractor to follow County policy or direction, in which case termination may be immediate and may be by verbal notice.

16. INSURANCE

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

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

A. General Liability Insurance

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

B. Business Automobile Liability Insurance.

1. $500,000 Each Person.
2. $1,500,000 Each Occurrence.
3. Must cover owned, leased, or rented vehicles.

C. Workers' Compensation.

Per statutory requirements.

D. Professional Liability Insurance

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

17. NOTICES/COMMUNICATIONS

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

Contractor	County
Lockridge Grindal Nauen P.L.L.P.	St. Louis County Administration
Suite 2200 100 Washington Av S	100 North 5th Avenue West - #202
Minneapolis, MN 55401	Duluth, MN 55802
(612) 339-6900	(218) 726-2450
Attn: Harry Gallaher	

18. MINNESOTA LAW TO GOVERN

This Agreement shall be interpreted and construed according to the laws of the State of Minnesota. All litigation regarding this Agreement shall be venued in the State of Minnesota.

19. FINAL AGREEMENT

This Agreement constitutes the entire agreement between Contractor and the County and supersedes all prior written or oral agreements. Any term, condition, prior course of dealing, course of performance, usage of trade, understanding, purchase order, or agreement purporting to modify, vary, supplement, or explain any provision of this Agreement is null and void and of no effect unless in writing and signed by representatives of both parties authorized to amend this Agreement.

IN WITNESS THEREOF, the parties have set their hands as follows:

LOCKRIDGE GRINDAL NAUEN P.L.L.P.

BY:_____

BY:_____

COUNTY OF ST. LOUIS

BY:_____
Chair, St. Louis County Board

BY:_____
DONALD DICKLICH
County Auditor

APPROVED AS TO FORM AND EXECUTION

BY:_____
County Attorney

Damion # _____

Attachment A

- Advocate for specific county transportation-related projects, including:

- Advocate for BWCA Land Exchange Legislation, specifically to move 116,000 acres of current land locked state lands inside the BWCA into federal land ownership in exchange for roughly an equal number of acres/value of other federal lands outside the Wilderness Area. This change will allow our county to begin to receive Thye-Blatnik payments for these captive lands in the wilderness. The 1964 Wilderness act mandated that a land exchange occur. Finally continue to pursue a fix for Thye-Blatnik lands, so that they are "decoupled" from the much later, 1976 National PILT Program Payments.

- Advocate on behalf of the County's Appropriations and Federal Transportation Authorization priorities. This will include road and bridge projects which are eligible for funding through these two pieces of legislation. Amending MAP-21 to allow local government projects to again be given a much higher priority than in current law.

- Protect various HHS safety net programs and their funding from being disproportionately cut as part of any deficit reduction effort by Congress. In addition, advocate for the elimination of the sequester which especially is disproportionately decimating these vital programs for our vulnerable citizens.

- Protect CDBG funding from additional cuts.

- Advocate for a "Congressional Oversight Hearing" regarding Class 1 Air Quality (Clean Air) Redesignation authority granted to all 556 federally recognized tribal governments in the U.S. Specific focus on the unintended consequences of allowing Class 1 Air Quality redesignation to tribal governments near urban areas (SMSA's). More specifically, the possible negative economic impacts on such areas of the county, etc. Work with Congressman Shawn Duffy's (NW Wisconsin) office to help coordinate this effort.

BOARD LETTER NO. 15 - 539

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE CONSENT NO. 10

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **Reallocation of Information Specialist II to Planner I**

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

Barbara Hayden, Director
Planning and Community Development

James R. Gottschald, Director
Human Resources

RELATED DEPARTMENT GOAL:
Provide quality, professional, customer-focused services to the public on county land use and community and economic development programs.

ACTION REQUESTED:
The St. Louis County Board is requested to approve reallocation of a vacant 1.0 FTE Information Specialist II in the Planning and Community Development Department to the Planner I classification.

BACKGROUND:
The Planning and Community Development Department continues to strive to improve customer service through a quality and professional workforce. As a result of an internal assessment of service and skill levels needed in the future, it was determined that a planner level position is needed to address emerging gaps in land use customer service and permitting, as well as community and economic development programs. As programs, processes, technology, and business operations have changed, the Department's need for an Information Specialist position has also changed. Therefore, a technically skilled Planner I position is required.

The Information Specialist II classification is compensated at pay grade B10 of the Civil Service Basic Unit Pay Plan. The Planner I classification is compensated at pay grade B20 of the Civil Service Basic Unit Pay Plan. The annual cost of reallocating the Information Specialist II positon to a Planner I will be an additional $11,993. The

department will seek to cover the increased costs through state and federal grant funding. Because this reallocation is more than three pay grades, County Board approval is required.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the reallocation of a vacant 1.0 FTE Information Specialist II position (pay grade B10) to a 1.0 FTE Planner I (pay grade B20) at an increased cost of $11,993 annually. Funding for this position is budgeted in Fund 100, Agency 109002.

Reallocation of Information Specialist II to Planner I

BY COMMISSIONER _____

WHEREAS, The Planning and Community Development Department conducted an internal assessment of service and skill levels needed in the future and it was determined that a technically skilled planner level position is needed to address emerging gaps in land use customer service and permitting, as well as community and economic development services and programs; and

WHEREAS, The Department has requested the reallocation of a vacant 1.0 FTE Information Specialist II classification to a 1.0 FTE Planner I classification; and

WHEREAS, The Information Specialist II classification is compensated at pay grade B10 of the Civil Service Basic Unit Pay Plan. The Planner I classification is compensated at pay grade B20 of the Civil Service Basic Unit Pay Plan; 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, This change will result in an increased cost of $11,993 annually that the Planning and Community Development Department budget has available;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the reallocation of an Informational Specialist II position, compensated at pay grade B10 of the Civil Service Basic Unit Pay Plan, to a Planner I position, compensated at pay grade B20 of the Civil Service Basic Unit Pay Plan, within the Planning and Community Development employee complement. Funding for this reallocation is budgeted in Fund 100, Agency 109002.

BOARD LETTER NO. 15 - 540

PUBLIC SAFETY & CORRECTIONS COMMITTEE
CONSENT NO. 11

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **Professional Services Agreement with Stacy Andrews for Management of Technology Projects**

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

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:
To enhance public safety.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize a professional services agreement with Stacy Andrews of Eveleth, MN, for the management of technology projects.

BACKGROUND:
On December 16, 2014, the County Board adopted Resolution No. 14-726 authorizing a contract for professional services with Ms. Kristi Louis to manage technology projects in the Sheriff's Office for the period January 1, 2015 through December 31, 2015. However, Ms. Louis is no longer working under contract with the Sheriff's Office, and Stacy Andrews of Eveleth, MN, has been working on a limited basis providing technology project services since September 9, 2015. Ms. Andrews is being compensated with the remaining funds of the contract.

The Sheriff's Office would like to enter into a professional services agreement with Ms. Andrews to continue the management of technology projects including bar coded property, web-based SHIELD, crime mapping and tracking, and software implementation.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize a contract with Ms. Stacy Andrews, Eveleth, MN, to provide technology project services for the period January 1, 2016 through December 31, 2016, not to exceed $80,000, payable from Fund 100, Agency 129003, Object 629900.

Professional Services Agreement with Stacy Andrews
for Management of Technology Projects

BY COMMISSIONER _____

WHEREAS, On December 16, 2014, the St. Louis County Board adopted Resolution No. 14-726 authorizing a contract with Kristi Louis, Robbinsdale, MN, to provide technology project services in the Sheriff's Office for the period January 1, 2015 through December 31, 2015; and

WHEREAS, Ms. Louis is no longer working under contact with the Sheriff's Office; and

WHEREAS, Stacy Andrews, Eveleth, MN, has been working on a limited basis with the Sheriff's Office providing technology project services since September 9, 2015; and

WHEREAS, Ms. Andrews has six years of experience in managing and implementing technology projects; and

WHEREAS, The Sheriff's Office has other projects that need to be completed including bar coded property, web-based SHIELD, and crime mapping and tracking;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes a contract with Stacey Andrews, Eveleth, MN, to provide technology project services for the period January 1, 2016 through December 31, 2016, not to exceed $80,000, payable from Fund 100, Agency 129003, Object 629900.

BOARD LETTER NO. 15 - 541

FINANCE & BUDGET COMMITTEE NO. 2

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **Tobacco Products License Application (Fayal Township)**

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

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENT GOAL:
Provide mandated and discretionary licensing services in a timely manner.

ACTION REQUESTED:
The St. Louis County Board is requested to approve the application for a Tobacco License.

BACKGROUND:
The following Tobacco Products Licensing Application has been submitted for Board approval:

> Keith/Lois Nelson d/b/a At Your Convenience, Fayal Township, Tobacco Products License, Effective January 1, 2016 – December 31, 2016, *RENEWAL*.

The business is a gas and convenience store located on U.S. Highway 53, in Fayal Township.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the requested tobacco license.

Tobacco Products License Application (Fayal Township)

BY COMMISSIONER_____

RESOLVED, That pursuant to St. Louis County Ordinance No. 51, the application for license to sell tobacco products, at retail, on file in the office of the County Auditor, identified as County Board File No. 60058, is approved and the County Auditor is authorized to issue the license as follows;

Keith/Lois Nelson d/b/a At Your Convenience, Fayal Township, Tobacco Products License, Effective January 1, 2016 – December 31, 2016, *RENEWAL*.

RESOLVED FURTHER, That if named license holder sells their licensed business, the County Board, at its discretion after an investigation, may transfer the license to a new owner, but without pro-rated refund to the license holder.

BOARD LETTER NO. 15 - 542

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: **December 1, 2015**

RE: **Appointments to the Civil Service Commission**

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

James R. Gottschald, Director
Human Resources

RELATED DEPARTMENT GOAL:
Effective, efficient government.

ACTION REQUESTED:
The St. Louis County Board is requested to re-appoint Julie Waltenburg and Wayne Marshall as members of the Civil Service Commission.

BACKGROUND:
The St. Louis County Civil Service Commission is comprised of three full members and one alternate member. Two of the full members, Julie Waltenburg and Wayne Marshall, both served terms that expire on December 31, 2015. The Human Resources Department has been advised that both commission members are interested in continued service on the St. Louis County Civil Service Commission. Minn. Stat. § 383C.07 requires members of county appointed boards and commissions be appointed for three-year terms.

RECOMMENDATION:
It is recommended that the St. Louis County Board re-appoint Ms. Waltenburg and Mr. Marshall to serve as full members of the Civil Service Commission for terms expiring December 31, 2018.

Appointments to the Civil Service Commission

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board re-appoints Julie A. Waltenburg and Wayne Marshall to the Civil Service Commission for three year terms expiring December 31, 2018.