



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

February 7, 2012

Immediately following the Board Meeting, which begins at 9:30 A.M.
Commissioners' Conference Room, St. Louis County Courthouse, Duluth, MN

CONSENT AGENDA:

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

Minutes of January 24, 2012

Health & Human Services Committee – Commissioner O’Neil, Chair

1. Amendment to County Board Resolution No. 11-640 [12-36]
2. CY 2012 Mental Health Contracts with Range Mental Health Center [12-37]
3. CY 2012 Mental Health Contracts with Human Development Center [12-38]
4. CY 2012 Employment Services Contracts Serving Persons with Developmental Disabilities [12-39]

Environment & Natural Resources Committee – Commissioner Dahlberg, Chair

5. Final Plat Approval – Stuntz Bay Road Addition (Breitung) [12-40]
6. Approval of Registered Land Survey Number 104 (Lakewood Township) [12-41]
7. Entering into a State Tax Forfeited Land Lease Agreement – McKinney [12-42]
8. Repurchase of State Tax Forfeited Land by Contract for Deed [12-43]
9. Reinstatement of Contract for Purchase of State Tax Forfeited Land – McFarland [12-44]
10. Reinstatement of Contract for Repurchase of State Tax Forfeited Land – McCray [12-45]
11. Reinstatement of Contracts for Repurchase of State Tax Forfeited Land - D & D Salvage [12-46]
12. Request for Free Conveyance of State Tax Forfeited Land to the Town of Alborn [12-47]

Public Works & Transportation Committee – Commissioner Forsman, Chair

13. Agreement with City of Babbitt for Blinker Stop Signs on CSAH 112 – Central Boulevard [12-48]

Finance & Budget Committee – Commissioner Raukar, Chair

14. Sale of Surplus Fee Land Section 16, T52N, R15W (Fredenberg Township) [12-49]
15. Letter of Understanding with State Auditor’s Office for 2011 Audit [12-50]
16. Abatement List for Board Approval [12-51]
17. Contract for Development and Implementation of Electronic Recording Module for Real Estate Documents [12-52]
18. Professional Services Agreement for the Joint Public Safety Campus Roadway Repairs [12-53]

Public Safety & Corrections Committee – Commissioner Sweeney, Chair

19. 2012-2014 Medical Examiner Contract [12-54]

ESTABLISHMENT OF PUBLIC HEARINGS:

Finance & Budget Committee – Commissioner Raukar, Chair

20. Establish Public Hearing on the FY 2012 Action Plan for CDBG, HOME and ESG Funding (9:40 a.m., Tuesday, March 13, 2012, St. Louis County Courthouse, Duluth, Minnesota) [12-55]

REGULAR AGENDA:

For items on the Regular Agenda, citizens will be allowed to address the Board at the time a motion is on the floor.

Public Works & Transportation Committee – Commissioner Forsman, Chair**1. Award of Bids – County Project 111480, McKinley Park Road (Soudan) [12-56]**

A call for bids is scheduled for February 2, 2012. Bid results and a recommendation will be presented for Board consideration at the February 7 Committee of the Whole meeting.

Finance & Budget Committee – Commissioner Raukar, Chair**1. Project Scope and Budget Development Services – GSC Duluth Second through Seventh Floor Remodeling [12-57]**

Resolution authorizing an agreement for consulting services for the Duluth GSC infrastructure replacement, general remodeling project scope and budget development.

COMMISSIONER DISCUSSION ITEMS AND REPORTS:

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

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

February 14, 2012 Commissioners' Conference Room, Courthouse, Duluth, MN

February 28, 2012 City Council Chambers, Hibbing, MN

March 13, 2012 Commissioners' Conference Room, Courthouse, Duluth, MN

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

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

Tuesday, January 24, 2012

Location: Grand Lake Town Hall, Twig, MN
Present: Commissioners Jewell, O'Neil, Dahlberg, Forsman, Sweeney, Nelson and Raukar
Absent: None
Convened: Chair Nelson called the meeting to order at 12:06 p.m.

CONSENT AGENDA

Forsman/O'Neil moved to approve the consent agenda, which includes a replacement resolution for item 2, Drug Testing Contract with Duluth Bethel Society. (7-0)

Minutes of January 10, 2012

1. Detox and Hold Services Renewal Contracts
2. Drug Testing Renewal Purchase of Service Contract with Duluth Bethel Society
3. Renewal of Joint Powers Agreement for the Conservation and Management of Clean Water Voyageurs National Park
4. Solid Waste Transfer Trailer Purchase
5. Easement Request from Drift-Toppers Snowmobile Club – Rice Lake Township
6. Utility Easement across State Tax Forfeited Land to Great River Energy and Lake Country Power
7. Roadway Easement Request from Rice Lake Township
8. Reconveyance of State Tax Forfeited Land from St. Louis County Ownership
9. Repurchase of State Tax Forfeited Land - Byron R. Hiivala Trust
10. Landfill Phase 6 Bidding, Construction Management and Certification Services Contract
11. Agreements with Breitung Township for County Projects 111484, 121198 and 121195
12. Acquisition of Right of Way – County Project 1487 (Fayal Township)
13. Abatement List for Board Approval
14. Contract Renewal for Court Appointed Attorneys in Child Protection Proceedings
15. Reallocation of Investigator Position in County Attorney's Office
16. Correction of 2011 Hazardous Fuels Reduction Grant Resolution
17. 2011 Operation Stonegarden Homeland Security Grant

REGULAR AGENDA

Dahlberg/O'Neil moved to approve a change in tax forfeit contract reinstatement guidelines. Administrator Kevin Gray said the change is related to a \$100.00 fee to reinstate the contract. Commissioner Raukar asked how this fee compares to neighboring counties. Administrator Gray said he would research and get a memo out to the board. (7-0)

Jewell/Sweeney moved to approve the Sheriff's Supervisory Association Bargaining Agreement. Administrator Gray said the contract is for 2010-2011 and there is no cost of living increase, medical coverage remains at current levels, and some minor technical corrections are included in the contract. (7-0)

COMMISSIONER DISCUSSION ITEMS

Commissioner Raukar asked Administrator Gray to give the background on Hibbing Annex janitorial staffing concerns and outsourcing. Administrator Gray said the outsourcing has been put on hold for

the next six to eight months. Administrator Gray said they will utilize county employees for the janitorial work during this period and he will report the findings to the board. Commissioner Raukar discussed the concerns from Mr. Lee Fawcett from Erie Lake and the septic assessments from Alborn Township. This is a township matter and they needed to increase fees to pay for an audit. Commissioner Raukar said the fee increase is temporary and this matter will eventually resolve itself.

Commissioner Sweeney said that after the 6-8 month period she would like to see the report on the janitorial staffing issue at the Hibbing Annex before any action is taken on outsourcing.

Commissioner Nelson recently attended the Annual Bois Forte State of the Band on January 19, 2012. Commissioner Nelson discussed some of their successes, including county supported projects for a new road and the Blue Moon Housing project. Commissioner Nelson commented on how quickly the housing projects are completed and was overall very impressed with the Bois Forte Band operation.

Commissioner Sweeney said she attended the quarterly ARDC meeting, where she was elected chair. Commissioner Sweeney noted the ARDC revolving loan fund and anyone interested should contact Northspan for more information.

Administrator Gray discussed the water damage at the Duluth Courthouse and the fire in Virginia that caused interruption in internet and phone service at the Virginia Courthouse and Northland Office Building. Administrator Gray said the water damage in Duluth was due to a break in the sprinkler system on the third floor, adding the county board room and offices on the sally port side on the second floor were most affected. The fire was at a home and damaged a fiber optic line affecting several city blocks in Virginia. Administrator Gray said internet access was back in service quickly, due in part to the State of Minnesota Office of Enterprise who helped Information Technology (IT) set up temporary internet service.

At 12:34 p.m., Raukar/Dahlberg moved to adjourn the committee of the whole meeting. (7-0)

Keith Nelson, Chair of the County Board

Patricia Stolee, Clerk of the County Board

BOARD LETTER NO. 12 – 36

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 1

BOARD AGENDA NO.

DATE: February 7, 2012

RE: Amendment to County Board
Resolution No. 11-640

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:

Children will be born healthy, live a life free from abuse and neglect, and will have a permanent living arrangement.

ACTION REQUESTED:

The St Louis County Board is requested to revise County Board Resolution No. 11-640 to correct a requested rate for services.

BACKGROUND:

On December 20, 2011, the County Board adopted Resolution No. 11-640, establishing 2012 rates for a number of contracts for Children and Family Services. The resolution approved a per diem rate of \$224.33 for Northwood Children's Services Diagnostic and Assessment services. Northwood Children's Services has since notified the Public Health and Human Services Department of a clerical error and the application should have reflected a "Requested Rate" of \$229.94 per day. The department agrees with the request to correct the rate.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an amendment to County Board Resolution No. 11-460, establishing the rate of \$229.94 for the CY 2012 Northwood Children's Services Diagnostic and Assessment services.

Amendment to County Board Resolution No. 11-640

BY COMMISSIONER _____

WHEREAS, on December 20, 2011, the St. Louis County Board adopted Resolution No. 11-640 establishing 2012 rates for a number of contracts for Children and Family Services, including a per diem rate of \$224.33 for Northwood Children's Services Diagnostic and Assessment services; and

WHEREAS, Northwood Children's Services has since notified the Public Health and Human Services Department of a clerical error and the application should have reflected a "Requested Rate" of \$229.94 per day.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board amends County Board Resolution No. 11-640 to change the Northwood Children's Services Diagnostic and Assessment Center Services rate of \$224.33 per day to a rate of \$229.94 per day for the period January 1, 2012 through December 31, 2012.

BUDGET REFERENCE:

FUND	230	Social Services
AGENCY	232008	Children's Services
EXPENSE OBJECT	601200	Out-Home Placement Costs
	601600	Children's Mental Health Services

Service payments for Targeted Case Management (TCM) for children and adults are paid directly to the provider by the State Department of Human Services using Title XIX Medical Assistance program funds. The state bills the county for the nonfederal share (approximately 50%).

In addition to TCM services, RMHC has entered into two county-funded grant agreements (one for adults and one for children) to provide other mental health services for clients who are not eligible for Medical Assistance or CTSS.

Other children mental health services. RMHC also provides services similar to Children's Therapeutic Services and Supports (CTSS) such as court services, case consultation, emergency services, and psychiatric consultation for children who are not eligible for Medical Assistance and who do not qualify for CTSS.

Other mental health services to Medical Assistance ineligible adults. RMHC also provides other Mental Health Services for adults with functional disorders who are not eligible for Medical Assistance. These services include supportive remedial services, court services, case consultation, emergency services, and psychiatric consultation.

The department recognizes there may be some risk that federal and state funds used for TCM will be cut or terminated during the term of the proposed agreements. The contract will continue to include a provision that provides for renegotiation or termination if funding is reduced or eliminated.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the following agreements with Range Mental Health Center for the period January 1, 2012 through December 31, 2012:

Children's MH-TCM contract (up to 10 cases per month) at \$688 per month per client; and other children's mental health services contract. Total contract for children's mental health services not to exceed \$90,000 per year, to be accounted for in Fund 230, Agency 232008, Object 601600.

Adult MH-TCM contract (up to 56 cases per month) at \$354 per month per client; and other adult mental health services contract. Total contract for adult mental health services not to exceed \$220,032 per year, to be accounted for in Fund 230, Agency 232006, Object 604400.

CY 2012 Mental Health Contracts with Range Mental Health

BY COMMISSIONER _____

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorize the following agreements with the Range Mental Health Center for the period January 1, 2012 through December 31, 2012:

Children's MH-TCM contract (up to 10 cases per month) at \$688 per month per client; and other children's mental health services contract. Total contract for children's mental health services not to exceed \$90,000 per year, to be accounted for in Fund 230, Agency 232008, Object 601600.

Adult MH-TCM contract (up to 56 cases per month) at \$354 per month per client; and other adult mental health services contract. Total contract for adult mental health services not to exceed \$220,032 per year, to be accounted for in Fund 230, Agency 232006, Object 604400.

BOARD LETTER NO. 12 – 38

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 3

BOARD AGENDA NO.

DATE: February 7, 2012

RE: CY 2012 Mental Health
Contracts with Human
Development Center

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:

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

ACTION REQUESTED:

The St. Louis County Board is requested to authorize agreements with the Human Development Center for Mental Health-Targeted Case Management (MH-TCM) for Calendar Year (CY) 2012.

BACKGROUND:

The Human Development Center (HDC) is licensed by the Minnesota Department of Human Services as a community mental health center. HDC provides a full array of mental health services to residents of southern St. Louis County. The Public Health and Human Services Department has contracted with HDC for many years to provide needed community mental health services in southern St. Louis County. St. Louis County has two separate contracts with HDC, and the department proposes to renew those contracts for CY 2012:

Children MH-TCM contract. HDC provides MH-TCM services for children with Emotional Disturbance and Severe Emotional Disturbance who are eligible for Title XIX Medical Assistance program funds, for a total contract maximum of \$91,800. The 2011 rate was \$510 per month per client. The department proposes no change for 2012.

Adult MH-TCM contract. HDC also provides MH-TCM services for adults with serious and persistent mental illness who are eligible for Title XIX Medical Assistance program funds, for a total contract maximum of \$345,205. The 2011 rate was \$364 per month per client. The department proposes no change to this amount for 2012.

Service payments for Targeted Case Management (TCM) for children and adults are paid directly to the provider by the State Department of Human Services using Title XIX Medical Assistance program funds. The state bills the county for the non-federal share (approximately 50%).

The department recognizes that there may be some risk that the federal and state funds used for TCM will be cut or terminated during the term of the proposed agreements. The contract will continue to include a provision that provides for renegotiation or termination if funding is reduced or eliminated.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize two Agreements with the Human Development Center for the period January 1, 2012 through December 31, 2012:

Children MH-TCM contract at \$510 per month per client; \$91,800 maximum, to be accounted for in Fund 230, Agency 232008, Object 601600.

Adult MH-TCM contract at \$364 per month per client; \$345,205 maximum, to be accounted for in Fund 230, Agency 232006, Object 604400.

CY 2012 Mental Health Contracts with Human Development Center

BY COMMISSIONER _____

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

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

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

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes two agreements with the Human Development Center for the period January 1, 2012 through December 31, 2012:

Children MH-TCM contract at \$510 per month per client; \$91,800 maximum, to be accounted for in Fund 230, Agency 232008, Object 601600.

Adult MH-TCM contract at \$364 per month per client; \$345,205 maximum, to be accounted for in Fund 230, Agency 232006, Object 604400.

BOARD LETTER NO. 12 – 39

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 4

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** CY 2012 Employment Services
Contracts Serving Persons
with Developmental Disabilities

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:

Adults will live in the least restrictive living arrangement that meets their health and safety needs.

ACTION REQUESTED:

The St. Louis County Board is requested to approve the renewal of purchase of service agreements to provide extended employment services for persons with disabilities in St. Louis County for Calendar Year (CY) 2012.

BACKGROUND:

Occupational Development Center, Inc. (ODC) in northern St. Louis County (Virginia, Buhl, and Hibbing Programs) and Goodwill Industries Vocational Enterprises, Inc. (GIVE) in the Duluth area provide extended employment to persons with mental retardation and/or related conditions, mental illness, chronic/debilitating chemical dependency problems, blindness or brain injuries. Extended employment includes pre-vocational assessment, work activity, in-house manufacturing and production, on-the-job training, supported employment and job coaching. ODC reported providing extended employment services to 44 contract-eligible St. Louis County residents with disabilities during 2011 in northern St. Louis County. GIVE reported providing similar services to 70 contract-eligible St. Louis County residents with disabilities during this same period in southern St. Louis County. The department is requesting, and both agencies have agreed, to extend their current contracts at the present rates and contract maximums through CY 2012.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorizes purchase of service agreements with the Occupational Development Center, Inc. (ODC) and Goodwill Industries Vocational Enterprises, Inc. (GIVE) for extended employment services at the rates listed below for shelter-based work, supported employment, and job coaching at the contract maximum of \$90,407 for each agreement for the period January 1, 2012 through December 31, 2012, payable from Fund 230, Agency 232006, Object 604800.

<u>Agency</u>	<u>Services</u>	<u>Rates</u>
ODC	Shelter-Based Work	\$15.00/worker/day
	Supported Employment	\$15.00/worker/day
	Job Coaching	\$30.00/hour
GIVE	Shelter-Based Work	\$15.00/worker/day
	Supported Employment	\$15.00/worker/day
	Job Coaching	\$30.00/hour

**CY 2012 Employment Services Contracts
Serving Persons with Developmental Disabilities**

BY COMMISSIONER _____

WHEREAS, St. Louis County purchases employment services for persons with disabilities; and

WHEREAS, the Department of Public Health and Human Services has contracted with Occupational Development Center, Inc. (ODC) and Goodwill Industries Vocational Enterprises, Inc. (GIVE) for over 30 years to provide extended employment services for persons with disabilities; and

WHEREAS, the Department wishes to renew these agreements.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the Department of Public Health and Human Services to enter into purchase of service agreements with the Occupational Development Center, Inc. (ODC) and Goodwill Industries Vocational Enterprises, Inc. (GIVE) for extended employment services at the rates listed below for shelter-based work, supported employment, and job coaching at the contract maximum of \$90,407 for each agreement for the period January 1, 2012 through December 31, 2012, payable from Fund 230, Agency 232006, Object 604800.

<u>Agency</u>	<u>Services</u>	<u>Rates</u>
ODC	Shelter-Based Work	\$15.00/worker/day
	Supported Employment	\$15.00/worker/day
	Job Coaching	\$30.00/hour
GIVE	Shelter-Based Work	\$15.00/worker/day
	Supported Employment	\$15.00/worker/day
	Job Coaching	\$30.00/hour

BOARD LETTER NO. 12 - 40

ENVIRONMENT AND NATURAL RESOURCES COMMITTEE
CONSENT NO. 5

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Final Plat Approval – Stuntz
Bay Road Addition (Breitung)

FROM: Kevin Z. Gray
County Administrator

Barbara Hayden, Director
Planning and Community Development

RELATED DEPARTMENT GOAL:

Administer county ordinances and state regulations pertaining to land use in the most effective and efficient manner.

ACTION REQUESTED:

The St. Louis County Board is requested to grant final approval to the plat of Stuntz Bay Road Addition.

BACKGROUND:

The St. Louis County Planning Commission held a public hearing on November 19, 2009, regarding the preliminary plat of Stuntz Bay Road Addition, located in Section 27, Township 62N, Range 15W, Breitung Township. Following the hearing, the Planning Commission granted preliminary approval. A copy of the minutes from the November 19, 2009 Planning Commission meeting is attached.

The plat is a rearrangement of Outlot D and part of Outlot E, plat of Soudan, which received final approval in 1963. The plat consists of a 1.34 acre lot and a 1.63 acre lot. The property is located approximately one mile east of Tower and one half mile south of Lake Vermilion. A copy of the official plat is attached.

RECOMMENDATION:

It is recommended that the St. Louis County Board grant final approval to the plat of Stuntz Bay Road Addition.

Final Plat Approval – Stuntz Bay Road Addition (Breitung)

BY COMMISSIONER _____

WHEREAS, the St. Louis County Planning Commission held a public hearing regarding the preliminary plat of Stuntz Bay Road Addition on November 19, 2009, and granted preliminary approval for the plat; and

WHEREAS, the final prints have been submitted and conform with the requirements set forth by the Planning Commission.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board grants final approval to the plat of Stuntz Bay Road Addition, located in Section 27, Township 62N, Range 15W, Breitung Township.

The fourth hearing was **Stuntz Bay Road Addition, preliminary plat, S27, T62N, R15W** (Breitung).

Jennifer Bourbonais, St. Louis County Planner, reviewed the staff report as follows:

- A. The proposal is to create a two-lot plat, one which may be used for a Planned Unit Development (PUD), Stuntz Bay Townhomes.
- B. The proposed plat consists of Outlot D and Part of Outlot E.
- C. Lot 1 is 1.34 acres and Lot 2 is 1.63 acres.
- D. There is adequate access off Mine Street to each lot.
- E. There is public sewer and water.
- F. The proposed PUD for townhomes approval is contingent on final plat approval.

Jennifer Bourbonais noted one item of correspondence: an e-mail from Bill Latady, Bois Forte Tribal Historic Preservation Office, stating no concerns.

No audience members chose to speak.

Motion by Coombe/Skraba to approve per staff recommendation.

DECISION: the Planning Commission recommends approval of the preliminary plat to the St. Louis County Board.

In Favor: Coombe, Huhta, Lukan, Nienas, Pineo, Saumer, Skraba, Svatos – 8

Opposed: None – 0

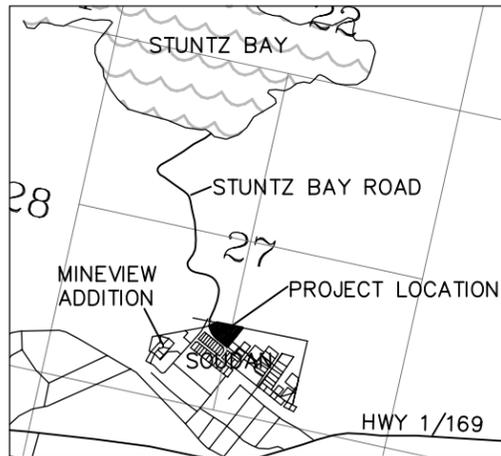
Motion carries 8-0

"OFFICIAL PLAT"

STUNTZ BAY ROAD ADDITION

OUTLOT "D" AND PART OF OUTLOT "E", PLAT OF SOUDAN
 LOCATED IN ST. LOUIS COUNTY, SECTION 27, T. 62 N., R. 15 W.

VICINITY MAP



SEC. 27, T. 62 N., R. 15 W.
 ST. LOUIS COUNTY - SOUDAN, MN -
 TOWNSHIP OF BREITUNG
 "NOT TO SCALE"

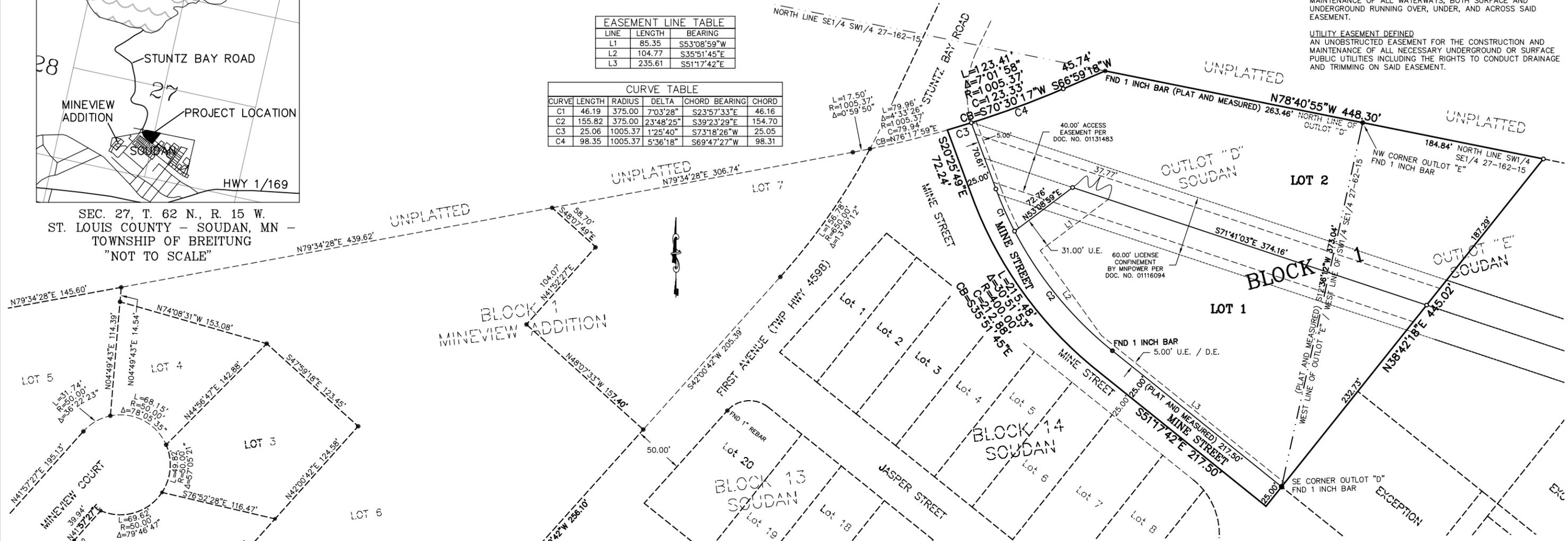
EASEMENT LINE TABLE		
LINE	LENGTH	BEARING
L1	85.35	S53°08'59"W
L2	104.77	S35°51'45"E
L3	235.61	S51°17'42"E

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD
C1	46.19	375.00	7°03'28"	S23°57'33"E	46.16
C2	155.82	375.00	23°48'25"	S39°23'29"E	154.70
C3	25.06	1005.37	1°25'40"	S73°18'26"W	25.05
C4	98.35	1005.37	5°36'18"	S69°47'27"W	98.31

BEARINGS
 ALL BEARINGS ARE BASED ON THE SOUTHEASTERLY LINE OF BLOCK 1, MINEVIEW ADDITION, ST. LOUIS COUNTY, MINNESOTA, WHICH BEARS NORTH 42°00'42" EAST.

DRAINAGE EASEMENT DEFINED
 AN UNOBSTRUCTED EASEMENT FOR THE OPERATION AND MAINTENANCE OF ALL WATERWAYS, BOTH SURFACE AND UNDERGROUND RUNNING OVER, UNDER, AND ACROSS SAID EASEMENT.

UTILITY EASEMENT DEFINED
 AN UNOBSTRUCTED EASEMENT FOR THE CONSTRUCTION AND MAINTENANCE OF ALL NECESSARY UNDERGROUND OR SURFACE PUBLIC UTILITIES INCLUDING THE RIGHTS TO CONDUCT DRAINAGE AND TRIMMING ON SAID EASEMENT.



INSTRUMENT OF DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That Soudan Holdings, LLC, a Minnesota limited liability company, owners and proprietors of the following described property in Section 27, Township 62 North, Range 15 West, St. Louis County, Minnesota, to wit:

All that part of Outlot "D", plat of SOUDAN, according to the plat thereof on file and of record in the Office of the County Recorder, St. Louis County, Minnesota.

AND

That part of Outlot "E", plat of SOUDAN, according to the plat thereof on file and of record in the Office of the County Recorder, St. Louis County, Minnesota, containing 0.79 acres, described as follows:

Beginning at the northwest corner of said Outlot "E", plat of SOUDAN; thence on an assumed bearing of South 12°36'12" West along the west line of said Outlot "E" 373.04 feet; thence North 38°42'18" East 420.02 feet to the north line of said Outlot "E"; thence North 78°40'55" West along said north line 184.84 feet to the point of beginning.

The above described parcel contains 2.97 acres and is subject to any easements, covenants and restrictions of record.

Have caused the same to be surveyed and platted as STUNTZ BAY ROAD ADDITION and do hereby donate and dedicate to the public for the public use forever the public ways, and also dedicating the easements as shown on this plat for drainage and utility purposes only.

In witness whereof said Soudan Holdings, LLC, a Minnesota limited liability company, has caused these presents to be signed this ____ day of _____, 20__.

Geoffrey G Griffin, Chief Manager

State of Minnesota
 County of _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 20__ by Geoffrey G. Griffin, Chief Manager, Soudan Holdings, LLC, a Minnesota limited liability company.

Notary Public, _____ County, Minnesota

My commission expires: _____
SURVEYOR'S CERTIFICATE

I hereby certify that I have surveyed and platted the property described on this plat as STUNTZ BAY ROAD ADDITION; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on the plat; that all monuments depicted on the plat have been set as indicated on the plat; that all water boundaries and wetlands as defined in MS 505.01, Subd. 3 existing as of the date of this certification are shown and labeled on the plat; and that all public ways are shown and labeled on the plat.

Geoffrey G Griffin, L.S.
 Minnesota License Number 21940

State of Minnesota
 County of _____

The surveyor's certificate was subscribed and sworn to before me, a Notary Public, this ____ day of _____, 20__.

Notary Public, _____ County, Minnesota

My commission expires: _____

BOARD OF COMMISSIONERS

We hereby certify that on this ____ day of _____, 20__ the Board of Commissioners of St. Louis County, Minnesota approved this plat.

Chairperson, St. Louis County Board _____ Attest _____

COUNTY SURVEYOR

I certify that this plat has been checked mathematically and that the plat conforms to the applicable laws, this ____ day of _____, 20__.

St. Louis County Surveyor _____
 TAXPAYERS SERVICES DIVISION, ST. LOUIS COUNTY, MINNESOTA

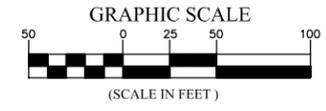
We hereby certify that taxes payable in 20__ and prior years have been paid for the land described on this plat Dated this ____ day of _____, 20__.

St. Louis County Auditor _____

COUNTY RECORDER

I hereby certify that the plat of STUNTZ BAY ROAD ADDITION was filed for record in this office this ____ day of _____, 20__ at ____ o'clock ____ M.

Deputy St. Louis County Recorder _____



- LEGEND**
- 1/2 INCH IRON PIPE WITH PLASTIC CAP STAMPED R.L.S.#21940 SET
 - FOUND MONUMENTS ARE 5/8 INCH REBAR UNLESS OTHERWISE NOTED
 - D.E. DRAINAGE EASEMENT
 - U.E. UTILITY EASEMENT
 - EASEMENT LINE

G-Cubed
 ENGINEERING SURVEYING PLANNING
 Ph. 507-867-1666
 Fax 507-867-1665
 www.ggg.to

14070 Hwy 52 S.E.
 Chatfield, MN 55923

FILE NO. 08-133FP

BOARD LETTER NO. 12 – 41

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 6

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Approval of Registered Land
Survey Number 104
(Lakewood Township)

FROM: Kevin Z. Gray
County Administrator

Mark Monacelli, Director
Public Records & Property Valuation

RELATED DEPARTMENT GOAL:

Promptly record real estate documents in accordance with Minnesota Statutes and county policies.

ACTION REQUESTED:

The St. Louis County Board is requested to grant final approval to Registered Land Survey Number 104.

BACKGROUND:

Pursuant to Minnesota Statutes 508.47, the Registrar of Titles is authorized to require a Registered Land Survey to re-name parcels where legal descriptions have become unmanageable. Alta Surveying has submitted the final prints and the County Surveyor and Examiner of Titles have approved them. Registered Land Survey Number 104 is located in Part of the South ½ of the NorthWest ¼ of Section 28, Township 51, Range 13 (Lakewood Township).

RECOMMENDATION:

It is recommended that the St. Louis County Board grant final approval to Registered Land Survey Number 104.

Approval of Registered Land Survey Number 104 (Lakewood Township)

BY COMMISSIONER _____

WHEREAS, the Registrar of Titles is authorized to require Registered Land Survey Number 104 pursuant to Minn. Stat. § 508.47; and

WHEREAS, the County Surveyor and Examiner of Titles have approved Registered Land Survey Number 104; and

WHEREAS, the final prints have been submitted for filing.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board grants final approval to Registered Land Survey Number 104 located in Part of the South $\frac{1}{2}$ of the NorthWest $\frac{1}{4}$ of Section 28, Township 51, Range 13 (Lakewood Township).

BOARD LETTER NO. 12 - 42

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 7

BOARD AGENDA NO.

DATE: **Februray 7, 2012** **RE:** **Entering into a State Tax
Forfeited Land Lease
Agreement - McKinney**

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

**Robert Krepps, Land Commissioner
Land and Minerals**

RELATED DEPARTMENTAL GOAL:

Financial return to the county and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a commercial lease agreement with John and Suzanne McKinney of Cloquet, MN, within the City of Duluth.

BACKGROUND:

A survey revealed that the Best Oil Little Store Car Wash, located on Fremont Street and Grand Avenue in Duluth, MN was partially built on a tax forfeited parcel. By entering into this agreement, the McKinneys will agree to the terms and conditions contained within the lease while special legislation is sought to sell to them directly to resolve the occupancy trespass.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a lease agreement with the McKinneys, located on state tax forfeited land, under the terms and conditions set forth in the lease agreement which includes an annual lease fee of \$2,325.

Entering into a State Tax Forfeited Land Lease Agreement - McKinney

BY COMMISSIONER _____

WHEREAS, Minn. Stat. § 282.04, Subd. 1(d) authorizes the county auditor, as directed by the county board, to lease state tax forfeited land to individuals, corporations, or organized subdivisions of the state for temporary uses at such prices and under such terms as the county board may prescribe; and

WHEREAS, John and Suzanne McKinney, of Cloquet, MN, wish to enter into a Miscellaneous Lease (No. L05120002) for a portion of a car wash located on state tax forfeited land; and

WHEREAS, the Land and Minerals Department has reviewed the request and recommends an annual lease fee of \$2,325 per year until such time special legislation is received and the parcel can be conveyed to resolve an occupancy trespass.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the County Auditor to lease state tax forfeited land for a miscellaneous lease on property described as:

LOT P EX RY RT OF WAY INC PT OF VAC AVE ADJ & INC PT OF VAC ST,
Block 18, Hunter/Markells Grassy Point Addition to Duluth, St. Louis County,
Minnesota

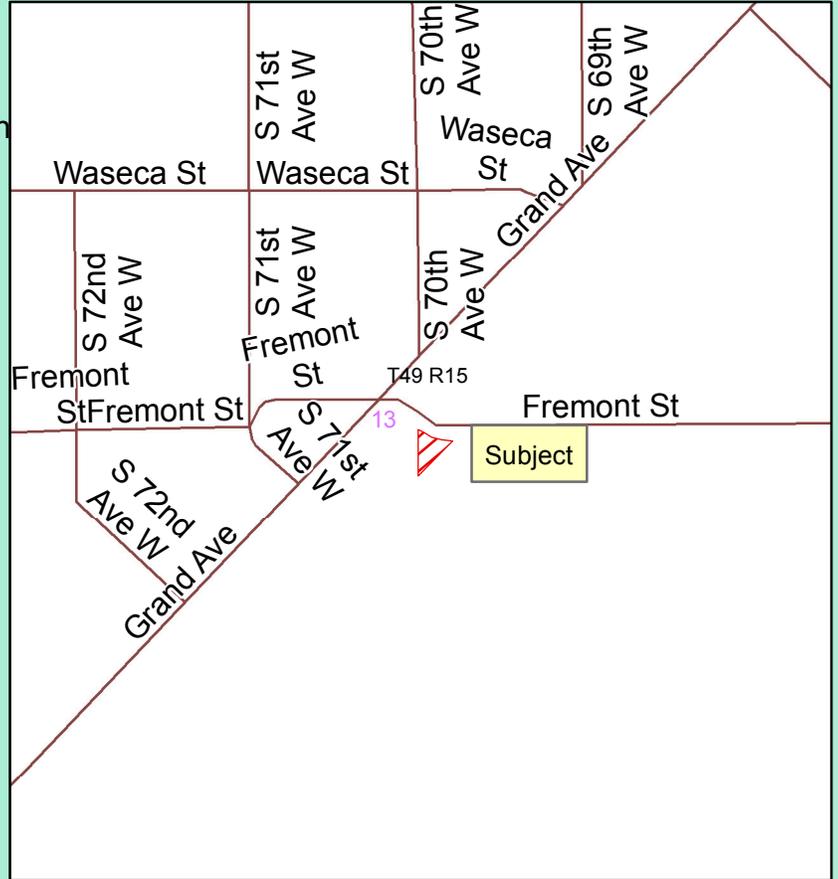
to John and Suzanne McKinney, of Cloquet, MN, for a lease period ending December 31, 2012, with an annual lease fee of \$2,325, to be deposited into Fund 240 (Forfeited Tax Fund), and under the terms and conditions set forth in the lease agreement.



St. Louis County Land Department Tax Forfeited Land Sales

Miscellaneous Lease Parcel

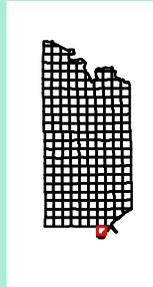
Legal: LOT P EX RY RT OF WAY INC
PT OF VAC AVE
ADJ & INC PT OF VAC ST, Block 18,
Hunter/Markells Grassy Point Addition to Duluth
City: Duluth
Sec 13, Twp 49N Rng 15W
Parcel Code: 10-2420-3700
+- 0.07 Acres
LDKEY: 29823



City of Duluth-Hunter/Markells Grassy Point of Duluth

Commissioner District #3

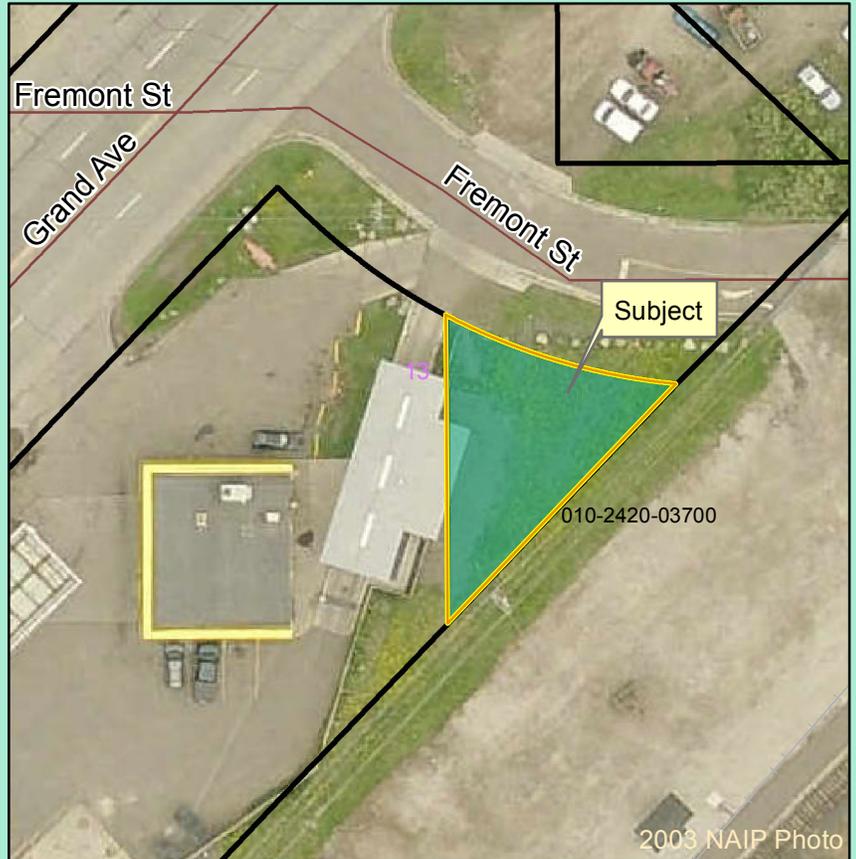
- State Tax Forfeited Land
- Water
- Road
- Area of Interest
- Tract



St. Louis County, Minnesota

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**St. Louis County
Land Department**
January 24, 2012



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BOARD LETTER NO. 12 - 43

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 8

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Repurchase of State Tax
Forfeited Land by Contract for
Deed

FROM: Kevin Z. Gray
County Administrator

Robert Krepps, Land Commissioner
Land and Minerals

RELATED DEPARTMENT GOAL:

Optimize revenue generating capabilities.

ACTION REQUESTED:

The St. Louis County Board is requested to allow tax forfeited land to be repurchased by contract for deed under the standard 10-year installment plan only if the basic repurchase price and extra costs are greater than \$1,500.

BACKGROUND:

Minn. Stat § 282.261, Subd. 1 states that a parcel of tax forfeited land classified as non-conservation may be repurchased by contract for deed under the standard 10-year installment plan. If the County Board determines that a repurchase by contract is unnecessary and not in the public interest, it may require that the basic repurchase price and the extra costs be paid in full at the time of repurchase (Minn. Stat. § 282.241). Administration of a repurchase installment contract requires a considerable amount of staff time regardless of the repurchase price. Larger installment contracts provide additional interest income which compensates department staff for administration time and expenses.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve allowing tax forfeited land to be repurchased by contract for deed under the standard 10-year installment plan only if the basic repurchase price and extra costs are greater than \$1,500.

Repurchase of State Tax Forfeited Land by Contract for Deed

BY COMMISSIONER _____

WHEREAS, Minn. Stat § 282.241, Subd. 1 states that the county board may require, as a condition of repurchase, that the entire repurchase price be paid at the time of repurchase if it has good cause to believe that a repurchase installment payment plan for a particular parcel is unnecessary and not in the public interest; and

WHEREAS, a considerable amount of staff time is required to administer a repurchase installment contract; and

WHEREAS, the Land Commissioner believes that a repurchase installment plan is unnecessary if the basic repurchase price and extra costs are less than \$1,500, and recommends that the entire repurchase price be paid at the time of repurchase.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board shall require, as a condition of repurchase, that the entire repurchase price be paid at the time of repurchase if the basic repurchase price and extra costs are less than \$1,500.

BOARD LETTER NO. 12 - 44

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 9

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Reinstatement of Contract for
Purchase of State Tax
Forfeited Land - McFarland

FROM: Kevin Z. Gray
County Administrator

Robert Krepps, Land Commissioner
Land and Minerals

RELATED DEPARTMENT GOAL:

To perform public services; to provide financial return to the county and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize reinstatement of a contract for deed to purchase state tax forfeited land.

BACKGROUND:

Minn. Stat. § 282.341 Subd. 1 provides for reinstatement of a contract for deed subject to payment equivalent to the delinquent installments, taxes, assessments, penalties, costs, and interest. Mindy McFarland of Aurora, MN, has requested to reinstate her contract to purchase state tax forfeited land. Less than 50 percent of the basic sale price was paid prior to cancellation; therefore, reinstatement requires County Board approval (Minn. Stat. § 282.341 Subd. 1). Payment and fees required to reinstate the contract have been paid and proof of insurance has been provided.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the reinstatement of this contract.

Mindy McFarland, Aurora, MN

Address of Property	4778 Highway 100 Aurora, MN 55705
Legal Description	TOWN OF WHITE WLY 300 FT OF NLY 360 FT OF LOT 2 SEC 34 TWP 58 RGE 15 Parcel Code: 570-0026-00282
Date of Cancellation and Resolution Number	10/11/2011 Reso 534
Amount Needed to Reinstate	\$678.00
Date Paid	12/28/2011
Proof of Insurance	Provided
Cancelled Contract Number	C22090079
New Contract Number	C22110135

Reinstatement of Contract for Purchase of State Tax Forfeited Land - McFarland

BY COMMISSIONER _____

WHEREAS, under the provisions of Minn. Stat. § 282.341 Subd. 1, a contract for deed to repurchase state tax forfeited land previously cancelled may be reinstated by the previous contract holder subject to payment of installments, taxes, assessments, penalties, costs, and interest; and

WHEREAS, less than 50 percent of the basic sale price was paid prior to cancellation; therefore, county board approval is required for reinstatement; and

WHEREAS, Mindy McFarland of Aurora, MN, has requested to reinstate Contract C22090079, having been cancelled on 10/11/2011, under new Contract C22110135 for property described as:

TOWN OF WHITE
WLY 300 FT OF NLY 360 FT OF LOT 2
SEC 34 TWP 58 RGE 15
Parcel Code: 570-0026-000282

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board approves the reinstatement of Contract C22110135 by Mindy McFarland of Aurora, MN, in the amount \$678, to be deposited into Fund 240 (Forfeited Tax Fund).



St. Louis County Land Department Tax Forfeited Land Sales

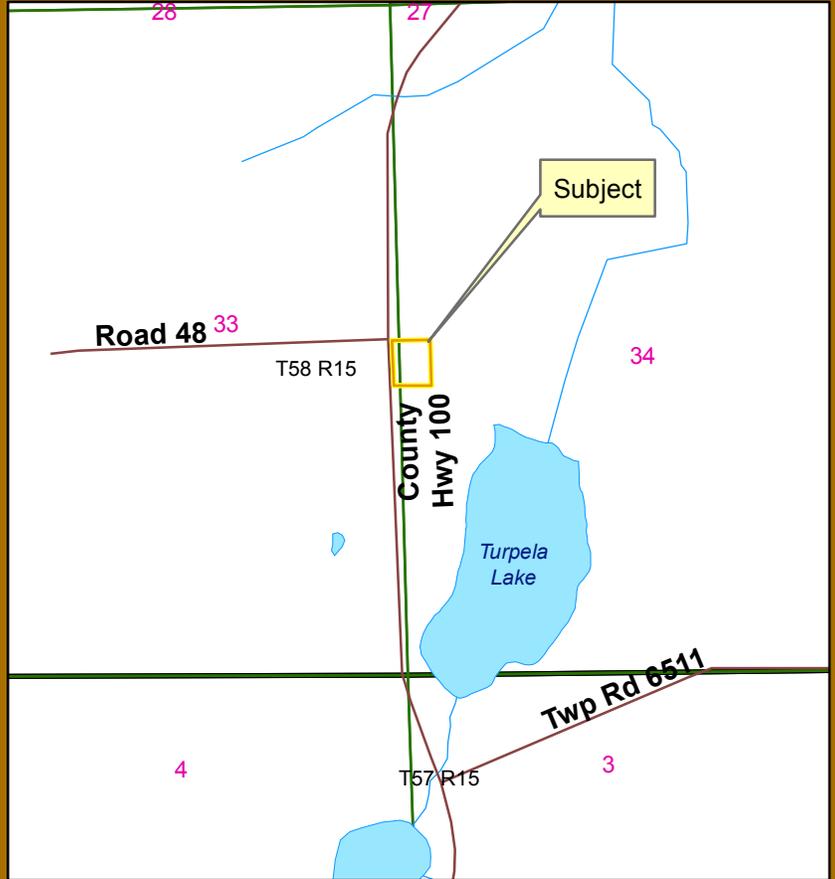
Reinstatement of Contract

Legal : TOWN OF WHITE
WLY 300 FT OF NLY 360 FT OF LOT 2
Sec 34 Twp 58 Rge 15

Parcel Code : 570-0026-00282

Acres 2.48

LDKEY : 70130

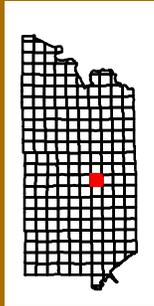


Town of White

Sec: 34 Twp: 58 Rng: 15

Commissioner District # 4

- State Tax Forfeited Land
- Water
- Road
- Area of Interest
- Tract



St. Louis County, Minnesota

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St. Louis County
Land Department

February 2012



2003 NAIP Photo

BOARD LETTER NO. 12 - 45

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 10

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Reinstatement of Contract for
Repurchase of State Tax
Forfeited Land - McCray

FROM: Kevin Z. Gray
County Administrator

Robert Krepps, Land Commissioner
Land and Minerals

RELATED DEPARTMENT GOAL:

To perform public services; to provide financial return to the county and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize reinstatement of a contract for deed to repurchase state tax forfeited land.

BACKGROUND:

Minn. Stat. § 282.341 Subd. 1 provides for reinstatement of a contract for deed subject to payment equivalent to the delinquent installments, taxes, assessments, penalties, costs, and interest. David and Shannon McCray of Hibbing, MN, have requested to reinstate their contract to repurchase state tax forfeited land. Less than 50 percent of the basic sale price was paid prior to cancellation; therefore, reinstatement requires County Board approval (Minn. Stat. § 282.341 Subd. 1). Payment and fees required to reinstate the contract have been paid.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the reinstatement of this contract.

David and Shannon McCray, Hibbing, MN

Address of Property	1914 E. 26 th Street Hibbing, MN 55746
Legal Description	CITY OF HIBBING ELY 50 FT OF NLY 120 FT OF LOT 16 BLOCK 4 AVIATORS FIELD ADDITION TO HIBBING Parcel Code: 140-0030-00860
Date of Cancellation and Resolution Number	6/14/2011 Reso 322
Amount Needed to Reinstate	\$5,300.00
Date Paid	1/12/2012
Cancelled Contract Number	C22090191
New Contract Number	C22120001

Reinstatement of Contract for Repurchase of State Tax Forfeited Land - McCray

BY COMMISSIONER _____

WHEREAS, under the provisions of Minn. Stat. § 282.341 Subd. 1, a contract for deed to repurchase state tax forfeited land previously cancelled may be reinstated by the previous contract holder subject to payment of installments, taxes, assessments, penalties, costs, and interest; and

WHEREAS, less than 50 percent of the basic sale price was paid prior to cancellation; therefore, county board approval is required for reinstatement; and

WHEREAS, David and Shannon McCray of Hibbing, MN, have requested to reinstate Contract C22090191, having been cancelled on 6/14/2011, under new Contract C2212001 for property described as:

CITY OF HIBBING
ELY 50 FT OF NLY 120 FT
LOT 16 BLOCK 4
AVIATORS FIELD ADDITION TO HIBBING
Parcel Code: 140-0030-00860

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board approves the reinstatement of Contract C2212001 by David and Shannon McCray of Hibbing, MN, in the amount \$5,300, to be deposited into Fund 240 (Forfeited Tax Fund).



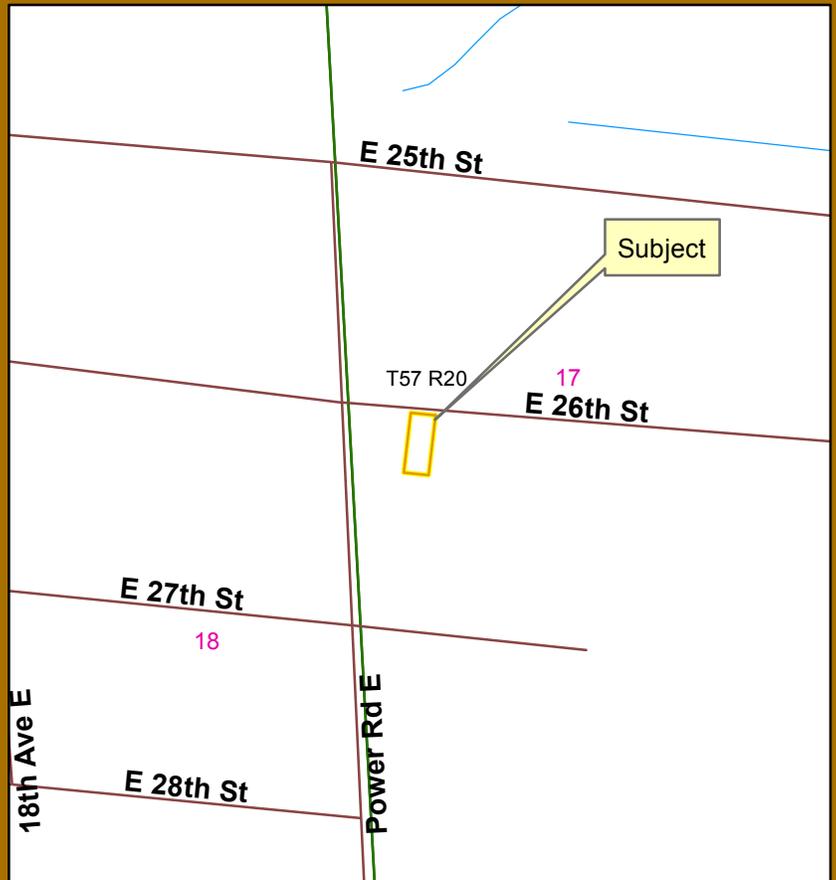
St. Louis County Land Department Tax Forfeited Land Sales

Reinstatement of Contract

Legal : CITY OF HIBBING
ELY 50 FT OF NLY 120 FT OF
LOT 16 BLOCK 4,
AVIATORS FIELD ADDITION TO HIBBING

Parcel Code : 140-0030-00860

LDKEY : 60814

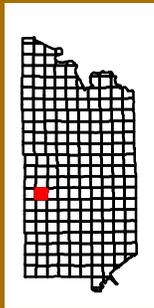


City of Hibing

Sec: 17 Twp: 57 Rng: 20

Commissioner District # 7

-  State Tax Forfeited Land
-  Water
-  Road
-  Area of Interest
-  Tract



St. Louis County, Minnesota

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St. Louis County
Land Department

February 2012



2003 NAIP Photo

BOARD LETTER NO. 12 - 46

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 11

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Reinstatement of Contracts
for Repurchase of State Tax
Forfeited Land - D & D Salvage

FROM: Kevin Z. Gray
County Administrator

Robert Krepps, Land Commissioner
Land and Minerals

RELATED DEPARTMENT GOAL:

To perform public services; to provide financial return to the county and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize reinstatement of contracts for deed to repurchase state tax forfeited land.

BACKGROUND:

Minn. Stat. § 282.341 Subd. 1 provides for reinstatement of a contract for deed subject to payment equivalent to the delinquent installments, taxes, assessments, penalties, costs, and interest. D & D Salvage of Eveleth, MN, has requested to reinstate its contracts to repurchase state tax forfeited land. Less than 50 percent of the basic sale price was paid prior to cancellation; therefore, reinstatement requires County Board approval (Minn. Stat. § 282.341 Subd. 1). Payment and fees required to reinstate the contracts have been paid.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the reinstatement of these contracts.

D & D Salvage, Eveleth, MN

Address of Property	No address available Eveleth, MN 55734
Legal Description	CITY OF EVELETH TRACT 7 E 305 FT OF THAT PART OF NW 1/4 OF SE 1/4 LYING N OF THE MESABA RY R OF W SEC 33 TWP 58 RGE 17 Parcel Code: 040-0206-00630
Date of Cancellation and Resolution Number	7/5/2011 Reso 368
Amount Needed to Reinstate	\$1,309.32
Date Paid	12/30/2011
Cancelled Contract Number	C22060245
New Contract Number	C22110144

D & D Salvage, Eveleth, MN

Address of Property	No address available Eveleth, MN 55734
Legal Description	CITY OF EVELETH SW1/4 OF SE1/4 LYING N OF N R.O.W. OF HWY #37 SEC 33 TWP 58 RGE 17 Parcel Code: 040-0206-00695
Date of Cancellation and Resolution Number	7/5/2011 Reso 368
Amount Needed to Reinstate	\$433.60
Date Paid	12/30/2011
Cancelled Contract Number	C22060246
New Contract Number	C22110138

D & D Salvage, Eveleth, MN

Address of Property	No address available Eveleth, MN 55734
Legal Description	CITY OF EVELETH TRACT 9 W 200 FT OF E 705 FT OF THAT PART OF NW 1/4 OF SE 1/4 LYING N OF THE MESABA RY RT OF WAY SEC 33 TWP 58 RGE 17 Parcel Code:040-0206-00650
Date of Cancellation and Resolution Number	7/5/2011 Reso 368
Amount Needed to Reinstate	\$783.34
Date Paid	12/30/2011
Cancelled Contract Number	C22060247
New Contract Number	C22110139

D & D Salvage, Eveleth, MN

Address of Property	No address available Eveleth, MN 55734
Legal Description	CITY OF EVELETH TRACT 10 W 200FT OF E 905 FT OF THAT PART OF NW 1/4 OF SE 1/4 LYING N OF THE MESABA RY RT OF WAY SEC 33 TWP 58 RGE 17 Parcel Code: 040-0206-00660
Date of Cancellation and Resolution Number	7/5/2011 Reso 368
Amount Needed to Reinstate	\$942.12
Date Paid	12/30/2011
Cancelled Contract Number	C22060248
New Contract Number	C22110140

D & D Salvage, Eveleth, MN

Address of Property	No address available Eveleth, MN 55734
Legal Description	CITY OF EVELETH TRACT 11 W 200FT OF E 1105 FT OF THAT PART OF NW 1/4 OF SE 1/4 LYING N OF THE MESABA RY RT OF WAY SEC 33 TWP 58 RGE 17 Parcel Code: 040-0206-00670
Date of Cancellation and Resolution Number	7/5/2011 Reso 368
Amount Needed to Reinstate	\$1017.57
Date Paid	12/30/2011
Cancelled Contract Number	C22060249
New Contract Number	C22110141

D & D Salvage, Eveleth, MN

Address of Property	No address available Eveleth, MN 55734
Legal Description	CITY OF EVELETH TRACT 8 W 200 FT OF E 505 FT OF THAT PART OF NW 1/4 OF SE 1/4 LYING N OF THE MESABA RY RT OF WAY SEC 33 TWP 58 RGE 17 Parcel Code: 040-0206-00640
Date of Cancellation and Resolution Number	7/5/2011 Reso 368
Amount Needed to Reinstate	\$687.30
Date Paid	12/30/2011
Cancelled Contract Number	C22060250
New Contract Number	C22110142

**Reinstatement of Contracts for Repurchase of State Tax Forfeited Land -
D & D Salvage**

BY COMMISSIONER _____

WHEREAS, under the provisions of Minn. Stat. § 282.341 Subd. 1, a contract for deed to repurchase state tax forfeited land previously cancelled may be reinstated by the previous contract holder subject to payment of installments, taxes, assessments, penalties, costs, and interest; and

WHEREAS, less than 50 percent of the basic sale price was paid prior to cancellation; therefore, county board approval is required for reinstatement; and

WHEREAS, D & D Salvage of Eveleth, MN, has requested to reinstate Contract C22060245, having been cancelled on 7/5/2011, under new Contract C22110144 for property described as:

CITY OF EVELETH
TRACT 7 E 305 FT OF THAT PART OF NW 1/4
OF SE 1/4 LYING N OF THE MESABA RY R OF W
SEC 33 TWP 58 RGE 17
Parcel Code: 040-0206-00630

WHEREAS, D & D Salvage of Eveleth, MN, has requested to reinstate Contract C22060246, having been cancelled on 7/5/2011, under new Contract C22110138 for property described as:

CITY OF EVELETH
SW1/4 OF SE1/4 LYING N OF N R.O.W. OF
HWY #37
SEC 33 TWP 58 RGE 17
Parcel Code: 040-0206-00695

WHEREAS, D & D Salvage of Eveleth, MN, has requested to reinstate Contract C22060247, having been cancelled on 7/5/2011, under new Contract C22110139 for property described as:

CITY OF EVELETH
TRACT 9 W 200 FT OF E 705 FT OF THAT
PART OF NW 1/4 OF SE 1/4 LYING N OF THE
MESABA RY RT OF WAY
SEC 33 TWP 58 RGE 17
Parcel Code: 040-0206-00650

WHEREAS, D & D Salvage of Eveleth, MN, has requested to reinstate Contract C22060248, having been cancelled on 7/5/2011, under new Contract C22110140 for property described as:

CITY OF EVELETH
TRACT 10 W 200FT OF E 905 FT OF THAT
PART OF NW 1/4 OF SE 1/4 LYING N OF THE
MESABA RY RT OF WAY
SEC 33 TWP 58 RGE 17
Parcel Code: 040-0206-00660

WHEREAS, D & D Salvage of Eveleth, MN, has requested to reinstate Contract C22060249, having been cancelled on 7/5/2011, under new Contract C22110141 for property described as:

CITY OF EVELETH
TRACT 11 W 200FT OF E 1105 FT OF THAT
PART OF NW 1/4 OF SE 1/4 LYING N OF THE
MESABA RY RT OF WAY
SEC 33 TWP 58 RGE 17
Parcel Code: 040-0206-00670

WHEREAS, D & D Salvage of Eveleth, MN, has requested to reinstate Contract C22060250, having been cancelled on 7/5/2011, under new Contract C22110142 for property described as:

CITY OF EVELETH
TRACT 8 W 200 FT OF E 505 FT OF THAT
PART OF NW 1/4 OF SE 1/4 LYING N OF THE
MESABA RY RT OF WAY
SEC 33 TWP 58 RGE 17
Parcel Code: 040-0206-00640

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board approves the reinstatement of Contracts C22110144, C22110138, C22110139, C22110140, C22110141, and C22110142 by D & D Salvage of Eveleth, MN, in the amount \$5,173.25, to be deposited into Fund 240 (Forfeited Tax Fund).



St. Louis County Land Department Tax Forfeited Land Sales

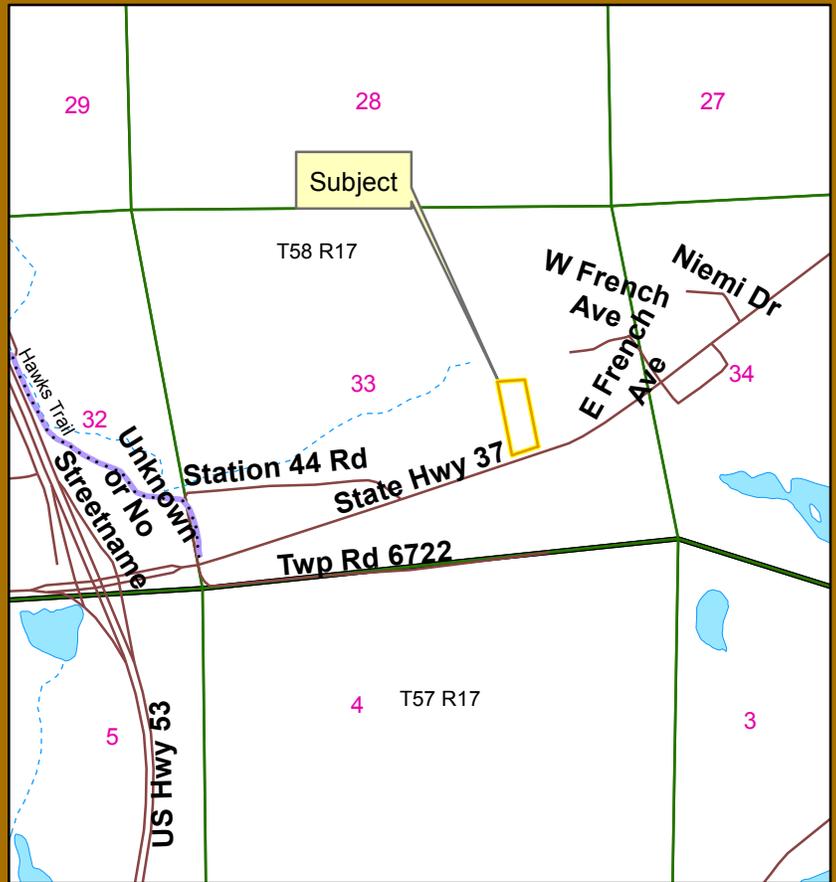
Reinstatement of Contract

Legal : CITY OF EVELETH
TRACT 7 E 305 FT OF THAT PART
OF NW 1/4 OF SE 1/4 LYING N OF
THE MESABA RY R OF W
Sec 33 Twp 58 Rge 17

Parcel Code : 040-0206-00630

Acres 3.58

LDKEY : 61773

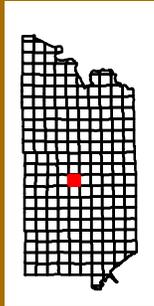


City of Eveleth

Sec: 33 Twp: 58 Rng: 17

Commissioner District # 6

- State Tax Forfeited Land
- Water
- Road
- Area of Interest
- Tract

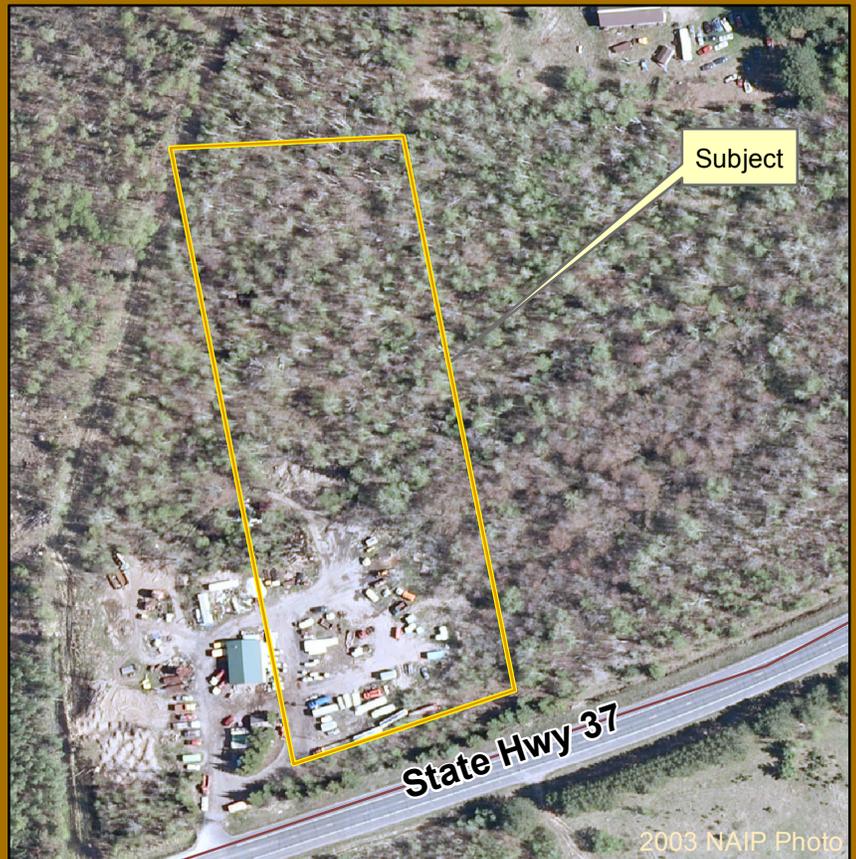


St. Louis County, Minnesota

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St. Louis County
Land Department

February 2012



2003 NAIP Photo



St. Louis County Land Department Tax Forfeited Land Sales

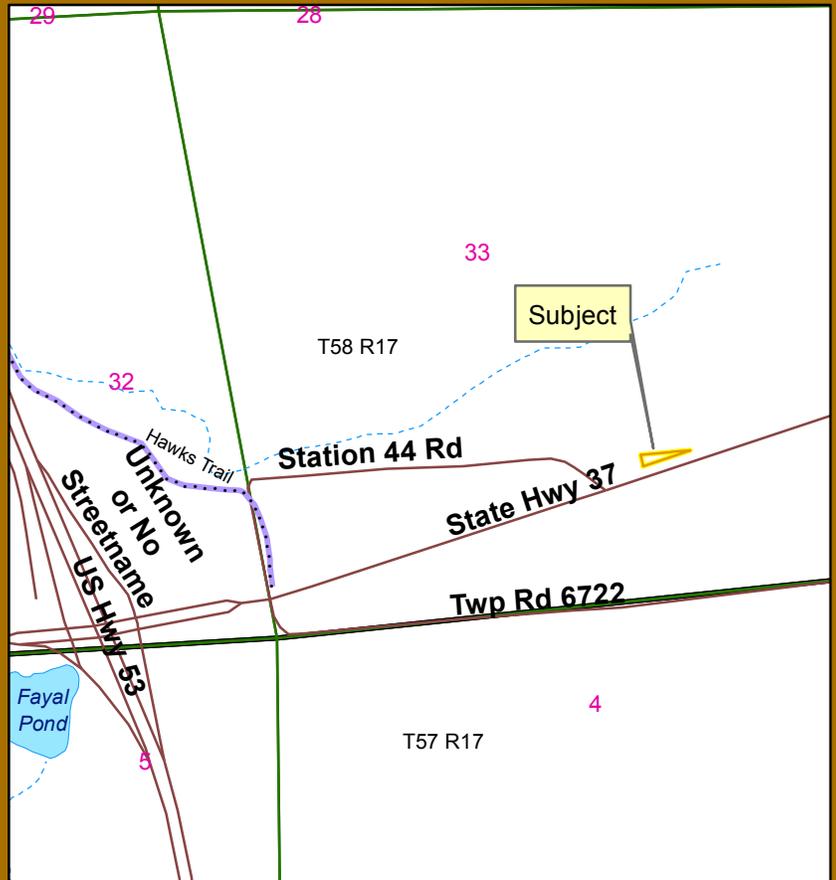
Reinstatement of Contract

Legal : CITY OF EVELETH
SW1/4 OF SE1/4 LYING N OF N
R.O.W. OF HWY #37
Sec 33 Twp 58 Rge 17

Parcel Code : 040-0206-00695

Acres .80

LDKEY : 61778

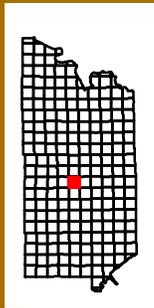


City of Eveleth

Sec: 33 Twp: 58 Rng: 17

Commissioner District # 6

-  State Tax Forfeited Land
-  Water
-  Road
-  Area of Interest
-  Tract



St. Louis County, Minnesota

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St. Louis County
Land Department

February 2012



2003 NAIP Photo



St. Louis County Land Department Tax Forfeited Land Sales

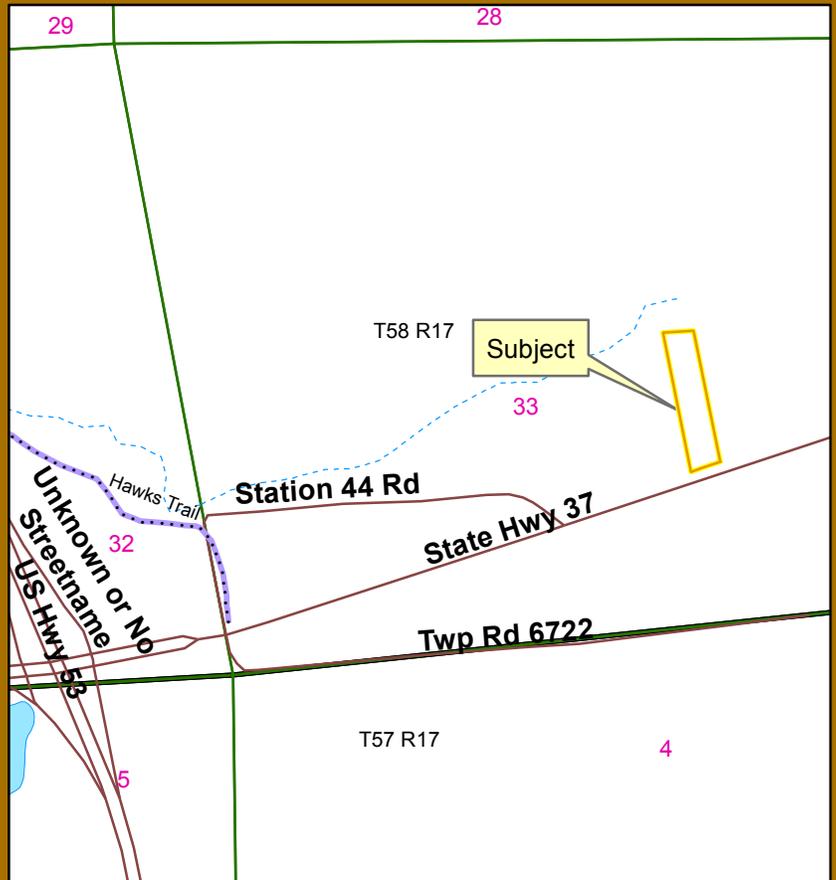
Reinstatement of Contract

Legal : CITY OF EVELETH
TRACT 9 W 200 FT OF E 705 FT OF
THAT PART OF NW 1/4 OF SE 1/4
LYING N OF TH MESABA RY RT
OF WAY
Sec 33 Twp 58 Rge 17

Parcel Code : 040-0206-00650

Acres . 3.16

LDKEY : 61775

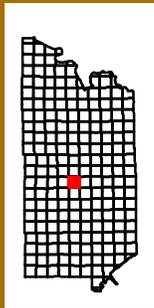


City of Eveleth

Sec: 33 Twp: 58 Rng: 17

Commissioner District # 6

- State Tax Forfeited Land
- Water
- Road
- Area of Interest
- Tract



St. Louis County, Minnesota

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St. Louis County
Land Department

February 2012



2003 NAIP Photo



St. Louis County Land Department Tax Forfeited Land Sales

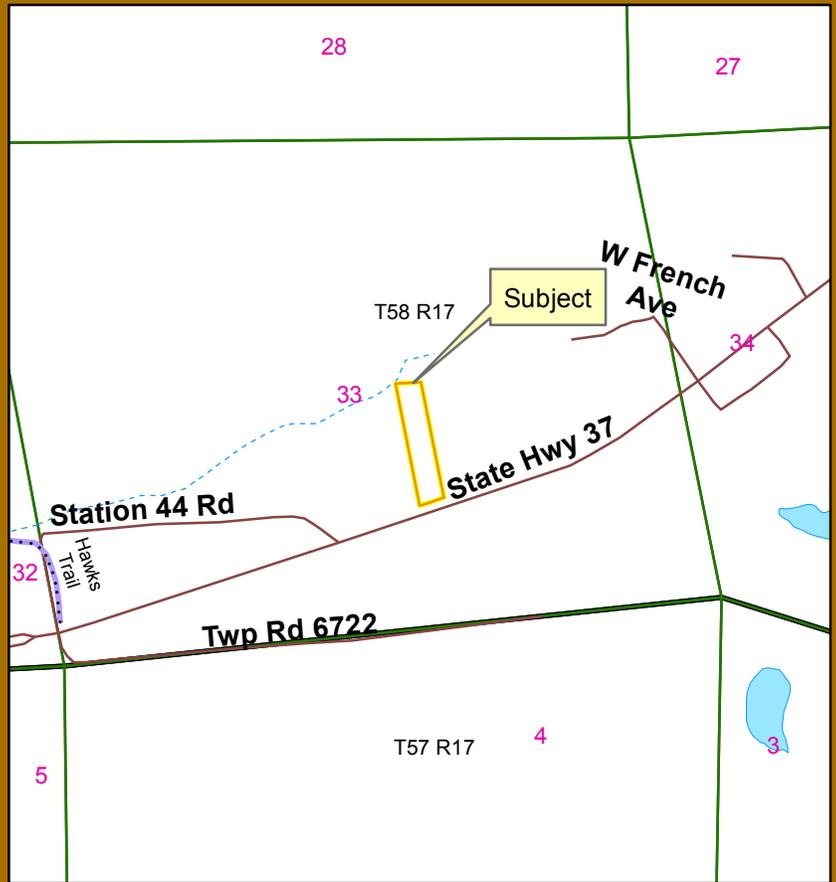
Reinstatement of Contract

Legal : CITY OF EVELETH
TRACT 10 W 200FT OF E 905 FT OF
THAT PART OF NW 1/4 OF SE 1/4
LYING N OF THE MESABA RY RT
OF WAY Sec 33 Twp 58 Rge 17

Parcel Code : 040-0206-00660

Acres 3.54

LDKEY : 61776

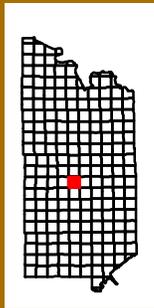


City of Eveleth

Sec: 33 Twp: 58 Rng: 17

Commissioner District # 6

- State Tax Forfeited Land
- Water
- Road
- Area of Interest
- Tract



St. Louis County, Minnesota

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

St. Louis County
Land Department

February 2012



2003 NAIP Photo



St. Louis County Land Department Tax Forfeited Land Sales

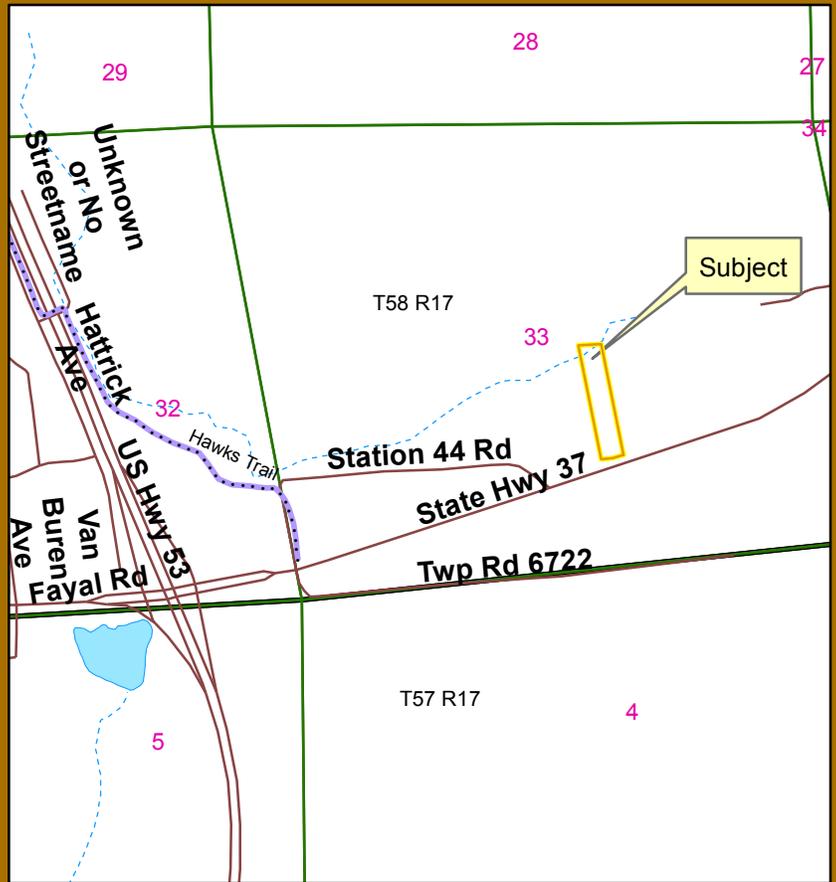
Reinstatement of Contract

Legal : CITY OF EVELETH
TRACT 11 W 200FT OF E 1105 FT OF
THAT PART OF NW 1/4 OF SE 1/4
LYING N OF THE MESABA RY RT OF
WAY Sec 33 Twp 58 Rge 17

Parcel Code : 040-0206-00670

Acres 3.96

LDKEY : 61777

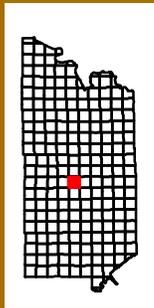


City of Eveleth

Sec: 33 Twp: 58 Rng: 17

Commissioner District # 6

- State Tax Forfeited Land
- Water
- Road
- Area of Interest
- Tract



St. Louis County, Minnesota

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St. Louis County
Land Department

February 2012



2003 NAIP Photo



St. Louis County Land Department Tax Forfeited Land Sales

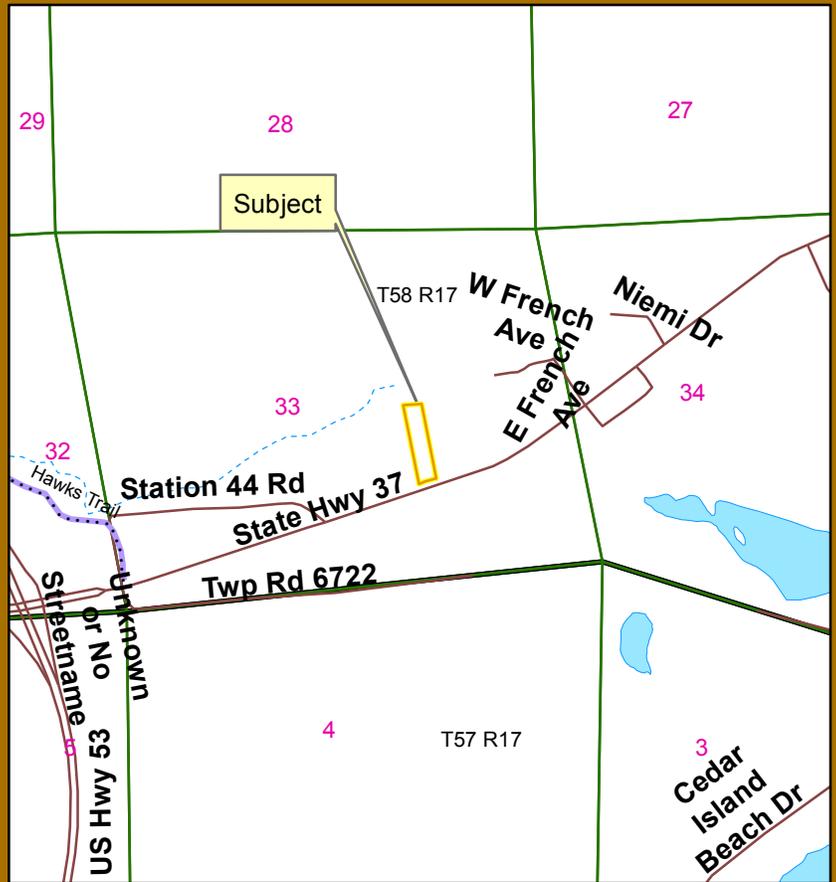
Reinstatement of Contract

Legal : CITY OF EVELETH
TRACT 8 W 200 FT OF E 505 FT OF
THAT PART OF NW 1/4 OF SE 1/4
LYING N OF THE MESABA RY RT
OF WAY Sec 33 Twp 58 Rge 17

Parcel Code : 040-0206-00640

Acres 2.80

LDKEY : 61774

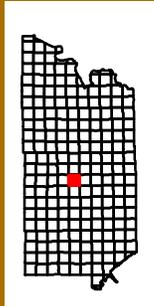


City of Eveleth

Sec: 33 Twp: 58 Rng: 17

Commissioner District # 6

-  State Tax Forfeited Land
-  Water
-  Road
-  Area of Interest
-  Tract

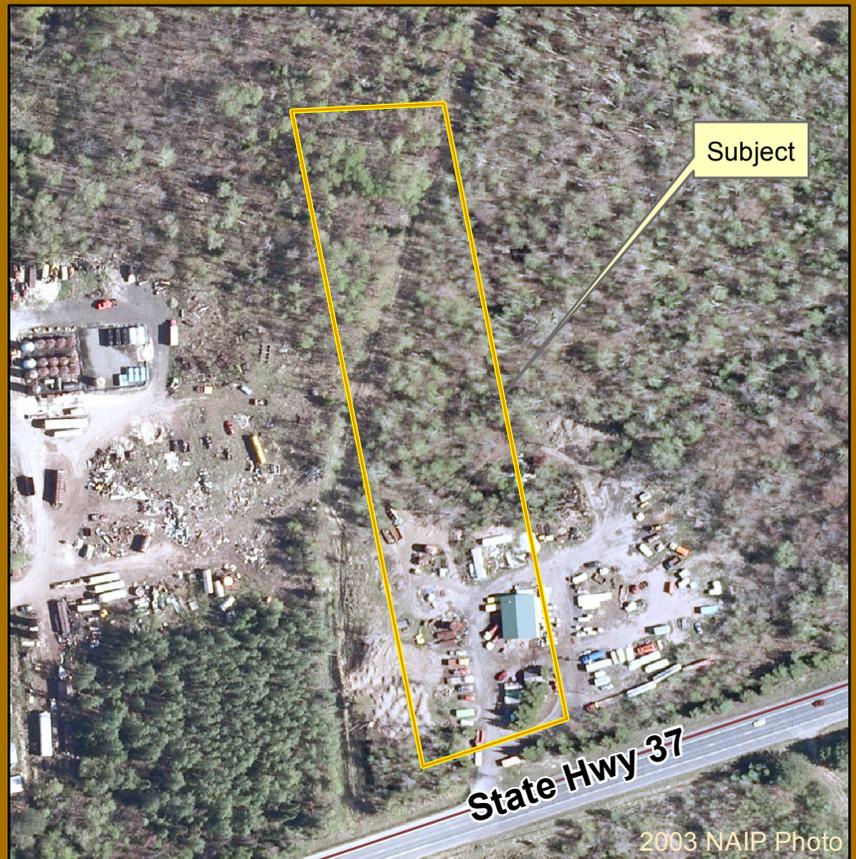


St. Louis County, Minnesota

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St. Louis County
Land Department

February 2012



2003 NAIP Photo

Request for Free Conveyance of State Tax Forfeited Land to the Town of Alborn

BY COMMISSIONER _____

WHEREAS, pursuant to Minn. Stat. § 282.01a, Subd. 1, upon recommendation of the county board, the Commissioner of Revenue may convey state tax forfeited land to another governmental subdivision for an authorized public use; and

WHEREAS, the Town of Alborn has requested a free conveyance of state tax forfeited land for parking, legally described as:

TOWN OF ALBORN

PART OF E1/2 OF SW1/4 COMM AT THE INTERSECTION BETWEEN THE CENTER LINE OF THE SWAN LAKE RD WITH THE W LINE OF E1/2 OF SW1/4 RUNNING THENCE SELY 660 FT ALONG THE CENTER LINE OF SAID RD THENCE AT RIGHT ANGLES SWLY TO A LINE RUNNING FROM A PT ON THE E LINE OF E1/2 OF SW1/4 AND 150 FT S OF SAID CENTER LINE OF RD TO A PT ON THE W SIDE OF SE1/4 OF SW1/4 275 FT S OF NW COR FROM THIS PT AS PT OF BEG GO NELY TO THE CENTER OF SWAN LAKE RD THENCE SELY ALONG SAID CENTER LINE 125 FT THENCE SWLY AT RIGHT ANGLES TO ABOVE DESCRIBED LINE THENCE NWLY TO PT OF BEG, Twp 52N Rng 18W Sec 24
Parcel Code: 205-0010-04240
0.95 Acres
LDKEY: 62192

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board recommends that the Commissioner of Revenue convey the above described state tax forfeited land to the Town of Alborn for the authorized public use, upon payment of \$250 administrative fee, \$250 Department of Revenue fee, \$25 deed fee, \$1.65 deed tax, and \$46 recording fee; for a total of \$572.65, to be deposited into Fund 240 (Forfeited Tax Fund).

ST. LOUIS COUNTY LAND DEPARTMENT ADDENDUM
TO THE APPLICATION BY A GOVERNMENTAL
SUBDIVISION FOR CONVEYANCE OF TAX-FORFEITED
LAND FOR AN AUTHORIZED PUBLIC USE
IN ST. LOUIS COUNTY
(to be completed by the applicant)

Name of governmental subdivision (applicant): Alborn Township

Mailing address of applicant: 8686 Swan Lake Rd
Alborn, Mn. 55702

Date requested property was forfeited to the State: December 18, 2006
(month) (day) (year)

Legal description of property (include name of the city/town in which the property is located):

see Exhibit A

In preparation of presentation of this application for conveyance of tax-forfeited land to the St. Louis County Board, please complete the following questionnaire:

1. Is the proposed use authorized by statute, law, or local charter? Yes No

2. How is the proposed use likely to serve the public's interest as much or more than returning the parcel to the tax rolls? Rationale The property will be used as

3. Does the parcel contain valuable natural resources? Yes No

4. Does the parcel have public scenic or aesthetic values? Yes No

5. Does the parcel contain unique geological features? Yes No
If yes, what? _____

6. According to ordinarily available information, is the parcel absent of rare plants or animals? Yes No If no, which? _____

7. According to ordinarily available information, is the parcel absent of important, historic or archeological features? Yes No
If no, which? _____

8. Is the parcel adjacent to a meandered lake or other public water or water course?
Yes ___ No If yes, which? _____
9. What is the zoning designation for the parcel? MUNS-4
Which zoning authority? St. Louis County
10. What are the low income requirements for this proposed project? \$ NA
(If applicable)
11. What are the moderate income requirements for this proposed project?
\$ NA
(If applicable)

Exhibit A

Property Identification Number: 205-0010-04240

Legally Described as:

TOWN OF ALBORN

PART OF E1/2 OF SW1/4 COMM AT THE INTERSECTION BETWEEN THE CENTER LINE OF THE SWAN LAKE RD WITH THE W LINE OF E1/2 OF SW1/4 RUNNING THENCE SELY 660 FT ALONG THE CENTER LINE OF SAID RD THENCE AT RIGHT ANGLES SWLY TO A LINE RUNNING FROM A PT ON THE E LINE OF E1/2 OF SW1/4 AND 150 FT S OF SAID CENTER LINE OF RD TO A PT ON THE W SIDE OF SE1/4 OF SW1/4 275 FT S OF NW COR FROM THIS PT AS PT OF BEG GO NELY TO THE CENTER OF SWAN LAKE RD THENCE SELY ALONG SAID CENTER LINE 125 FT THENCE SWLY AT RIGHT ANGLES TO ABOVE DESCRIBED LINE THENCE NWLY TO PT OF BEG

Sec 24 Twp 52 Rge 18

Supplemental Information for a Conditional Use Deed

ALL applications (State Deed Application Form) for a conditional use deed must be accompanied by a completed Conditional Use Deed Supplement form.

Property section containing fields for PIN (205-0010-04240), market value (\$13,400.00), acreage (+/- 0.95), and a handwritten description: 'Unimproved. Burned out buildings have been removed by the Township & Land Levelled.'

Forfeiture section with fields for recording dates and document numbers. Includes handwritten entries: 12/29/06, 01039307, and 829706.

Public Use section titled 'Authorized Public Use'. Lists options like Road, Trails, Transit, Beach, Parking, Civic, and Service facilities. Includes handwritten details: 'The land will be used for a public parking lot. Land is located close to the Algonquin Comm. Center & business this property being used for public parking on road parking will be reduced & safety increased.' and a checked 'Yes' for establishing use within 3 years.

Enclosures section titled 'Fee Required' and 'Supporting Documentation'. Fee required is \$250. Supporting documentation options include Photos, Maps, Other, Resolution, and Plans. Includes handwritten 'X' for 'Yes' on the fee question.

Office Use only section with a signature line for the Commissioner of Revenue, a 'By' line, and a box for 'Fee Paid' and 'Refund'.

Response Letter

Please check one of the following responses and sign in the appropriate space.

I hereby agree the State tax forfeited lands described above are best suited for a Free Conveyance to a Governmental Subdivision.

I hereby disagree with a Free Conveyance of the above described State tax forfeit lands and I understand that the land may be offered at public auction.

Jack W. Olson
Adjacent owner

1-9-12
Date

Please return by 1/31/12. No response by this date will be considered in agreement with the Free Conveyance as described above.

parcel: 205-10-4240
adj owner name: Jack Olson

RECEIVED

JAN 10 2012

LAND COMMISSIONER

ALBORN TOWNSHIP

Resolution Number 9-12-11

WHEREAS, there is tax forfeited land of approximately one eighth acre located close to the Alborn Community Center, the description of which is:

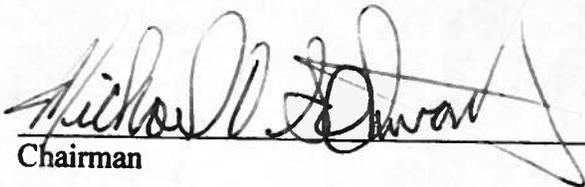
PART OF E1/2 OF SW1/4 COMM AT THE INTERSECTION BETWEEN THE CENTER LINE OF THE SWAN LAKE ROAD WITH THE W LINE OF E1/2 OF SW1/4 RUNNING THENCE SELY 660 FT ALONG THE CENTER LINE OF SAID RD THENCE AT RIGHT ANGLES SWLY TO A LINE RUNNING FROM A PT ON THE E LINE OF E1/2 OF SW1/4 ABD 150 FT S OF SAID CENTER LINE OF RD TO A PT ON THE W SIDE OF SE1/4 OF SW1/4 275 FT S OF NW COR FROM THIS PT AS PT OF BEG GO NELY TO THE CENTER OF SWAN LAKE RD THENCE SELY ALONG SAID CENTER LINE 125 FT THENCE SWLY AT RIGHT ANGLES TO ABOVE DESCRIBED LINE THENCE NWLY TO PT OF BEG, Twp 52N Rng 18 W Sec 24, parcel code 205-0010-04240.

AND WHEREAS the Alborn Township removed the unsafe burned out main building and out buildings and abandoned the sewer and well, in accordance with county regulations, and leveled the property to grade at a cost to the township of \$13,300;

AND WHEREAS it would be in the public interest to make this property into parking space for the community center events in order to reduce parking on the sides of County Highway Seven, increasing safety for the public when utilizing the community center.

NOW THEREFORE, the Alborn Town Board is requesting that the St. Louis County Board convey this property without additional cost to the Alborn Township.

This resolution is approved by the Alborn Town Board effective September 12, 2011.


Chairman

12-Sept-11
Date


Township Clerk

9/15/11
Date

RECEIVED

OCT 06 2011

LAND COMMISSIONER

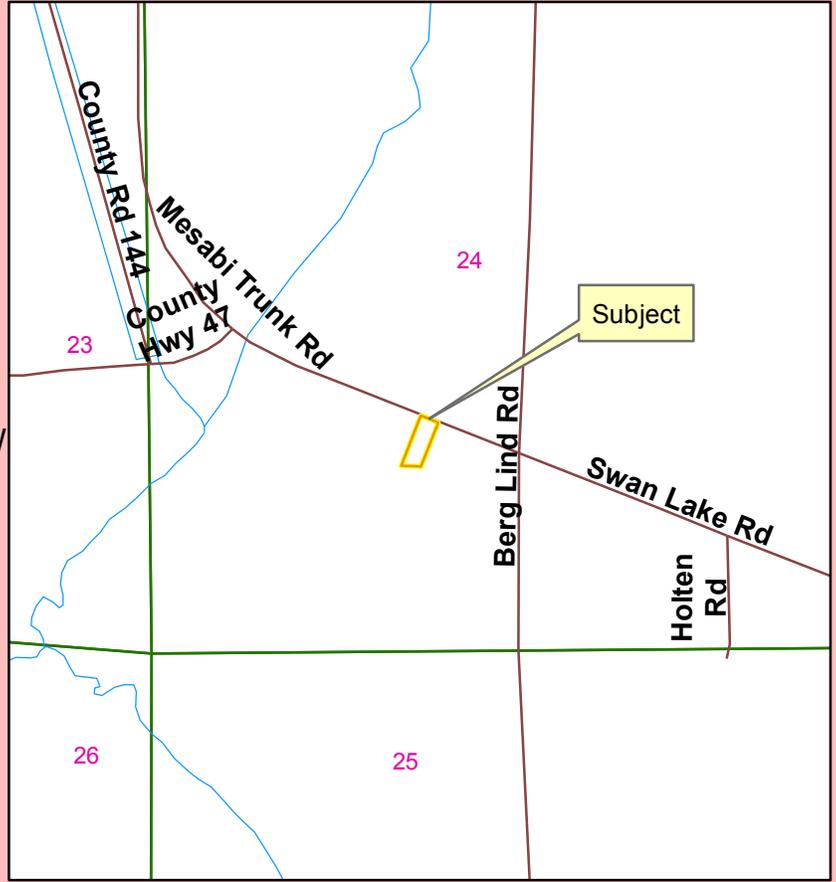


St. Louis County Land Department Tax Forfeited Land Sales

Free Conveyance of Property

Legal : TOWN OF ALBORN
PART OF E1/2 OF SW1/4 COMM AT THE INTERSECTION BETWEEN THE CENTER LINE OF THE SWAN LAKE RD WITH THE W LINE OF E1/2 OF SW1/4 RUNNING THENCE SELY 660 FT ALONG THE CENTER LINE OF SAID RD THENCE AT RIGHT ANGLES SWLY TO A LINE RUNNING FROM A PT ON THE E LINE OF E1/2 OF SW1/4 AND 150 FT S OF SAID CENTER LINE OF RD TO A PT ON THE W SIDE OF SE1/4 OF SW1/4 275 FT S OF NW COR FROM THIS PT AS PT OF BEG GO NELY TO THE CENTER OF SWAN LAKE RD THENCE SELY ALONG SAID CENTER LINE 125 FT THENCE SWLY AT RIGHT ANGLES TO ABOVE DESCRIBED LINE THENCE NWLY TO PT OF BEG

Sec 24 Twp 52 Rge 18



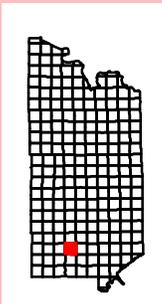
Town of Alborn Sec: 24 Twp: 52 Rng: 18

Parcel Code : 205-0010-04240

LDKEY : 62192

Commissioner District # 7

- State Tax Forfeited Land
- Water
- Road
- Area of Interest
- Tract

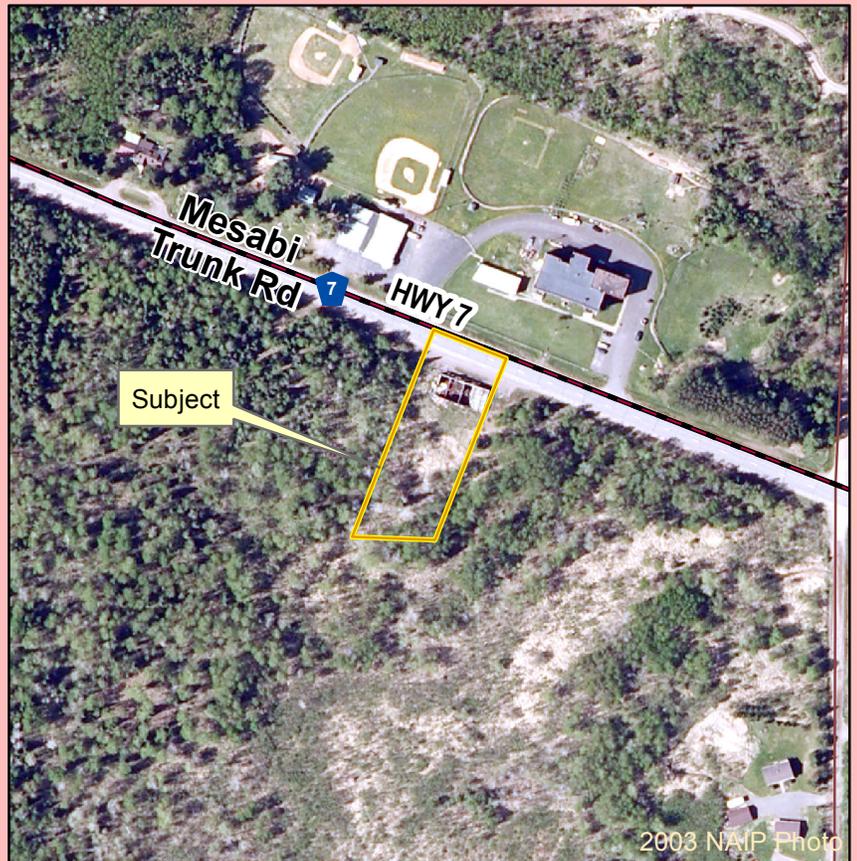


St. Louis County, Minnesota

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**St. Louis County
Land Department**

January 2012



2003 NAIP Photo

BOARD LETTER NO. 12 - 48

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 13

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Agreement with City of Babbitt
for Blinker Stop Signs on
CSAH 112 – Central Boulevard

FROM: Kevin Z. Gray
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:

Provide a safe, well-maintained road and bridge system.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an agreement with the City of Babbitt for blinker stop signs on County State Aid Highway (CSAH) 112, Central Boulevard.

BACKGROUND:

The Public Works Department and the City of Babbitt have developed plans for the installation of blinker stop signs on CSAH 112 (Central Boulevard) in Babbitt, MN. Design details have been agreed upon for the proposed signage, and an agreement needs to be authorized to define cost sharing for the improvements, installation and maintenance costs. The sign project is funded and to be maintained by city funds (including electrical power costs), with the county installing the signs and approving the plan and all hardware for the installation.

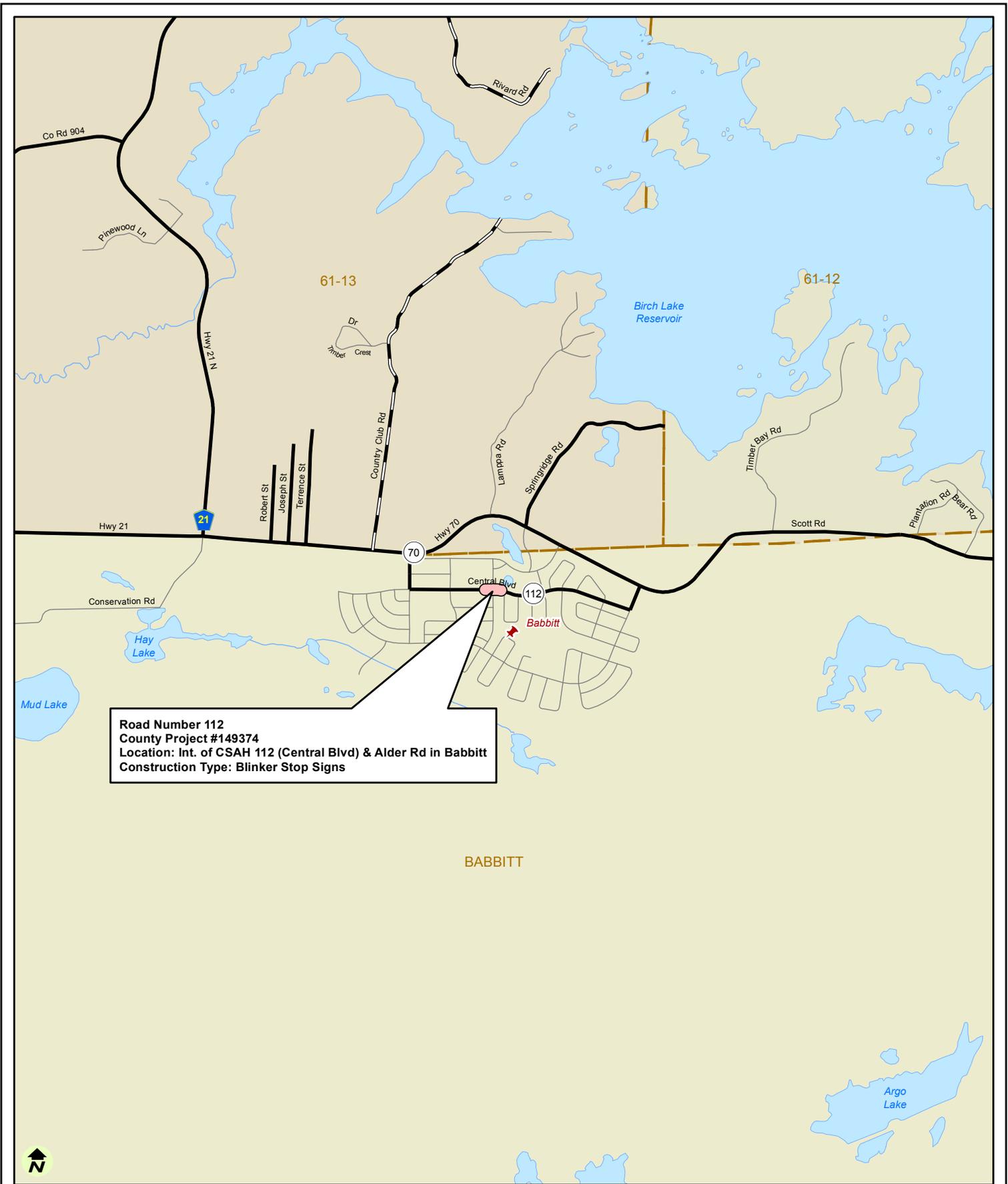
RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with the City of Babbitt for installation of blinker stop signs on CSAH 112 in Babbitt, MN, and the maintenance of such under Project MP 112-149374, CP 149374.

**Agreement with City of Babbitt for Blinker Stop Signs
on CSAH 112 – Central Boulevard**

BY COMMISSIONER _____

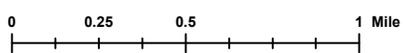
RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to enter into an agreement, and approve any amendments approved by the County Attorney, with the City of Babbitt, MN outlining responsibilities of the parties for the installation of blinker stop signs on CSAH 112 (Central Boulevard) under Project MP 112-149374, CP 149374. The funding for the project will be the responsibility of the City of Babbitt, including electrical power costs.



Road Number 112
County Project #149374
Location: Int. of CSAH 112 (Central Blvd) & Alder Rd in Babbitt
Construction Type: Blinker Stop Signs

BABBITT

St. Louis County 2012 Road & Bridge Construction



Map Components

- | | | |
|-----------------------|----------------------|-------------------|
| Blinker Stop Signs | County Road - Paved | Township Boundary |
| Interstate Highway | County Road - Gravel | City/Town |
| U.S./State Highway | Railroad | Lake |
| Commissioner District | River/Stream | |

BOARD LETTER NO. 12 - 49

FINANCE & BUDGET COMMITTEE CONSENT NO. 14

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Sale of Surplus Fee Land
Section 16, T52N, R15W
(Fredenberg Township)

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 authorize the sale of fee land in Fredenberg Township to the person(s) submitting the minimum bid or higher.

BACKGROUND:

The St. Louis County Board by Resolution No. 11-385, dated July 12, 2011, set the time for bid consideration to be at 9:45 A.M. on Tuesday, October 11, 2011 for a parcel of surplus county fee land located in Fredenberg Township. The property was advertised according to the requirements of Minn. Stat. § 373.01, with the minimum bid set at \$26,100. No bids for the property were received during the advertisement period. The property continued to be advertised for sale on the St. Louis County website and a bid was submitted in January 2012 as follows.

Carl E. Ruhanen, Okerstrom Road, Hermantown, MN \$26,100

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the sale of surplus fee land to Carl E. Ruhanen and authorize the appropriate county officials to execute a quit claim deed for the property for the bid amount of \$26,100. Buyer is responsible for deed tax and recording fees.

**Sale of Surplus Fee Land Section 16, T52N, R15W
(Fredenberg Township)**

BY COMMISSIONER_____

WHEREAS, the Property Management Team identified as surplus the following county fee owned land legally described as:

The South one-half of the Southeast one-quarter of the Northwest one-quarter of the Southeast one-quarter (S $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Sixteen (16), Township Fifty-two (52) North, Range Fifteen (15) West containing 5.00 acres, more or less.

And

The southerly thirty-three (33) feet of the North one-half of the Southeast one-quarter of Northwest one-quarter of the Southeast one-quarter (N $\frac{1}{2}$ of SE $\frac{1}{4}$ of NW $\frac{1}{4}$ of SE $\frac{1}{4}$) of Section Sixteen (16), Township Fifty-two, (52) North, Range Fifteen (15) West, containing 0.50 acres, more or less.

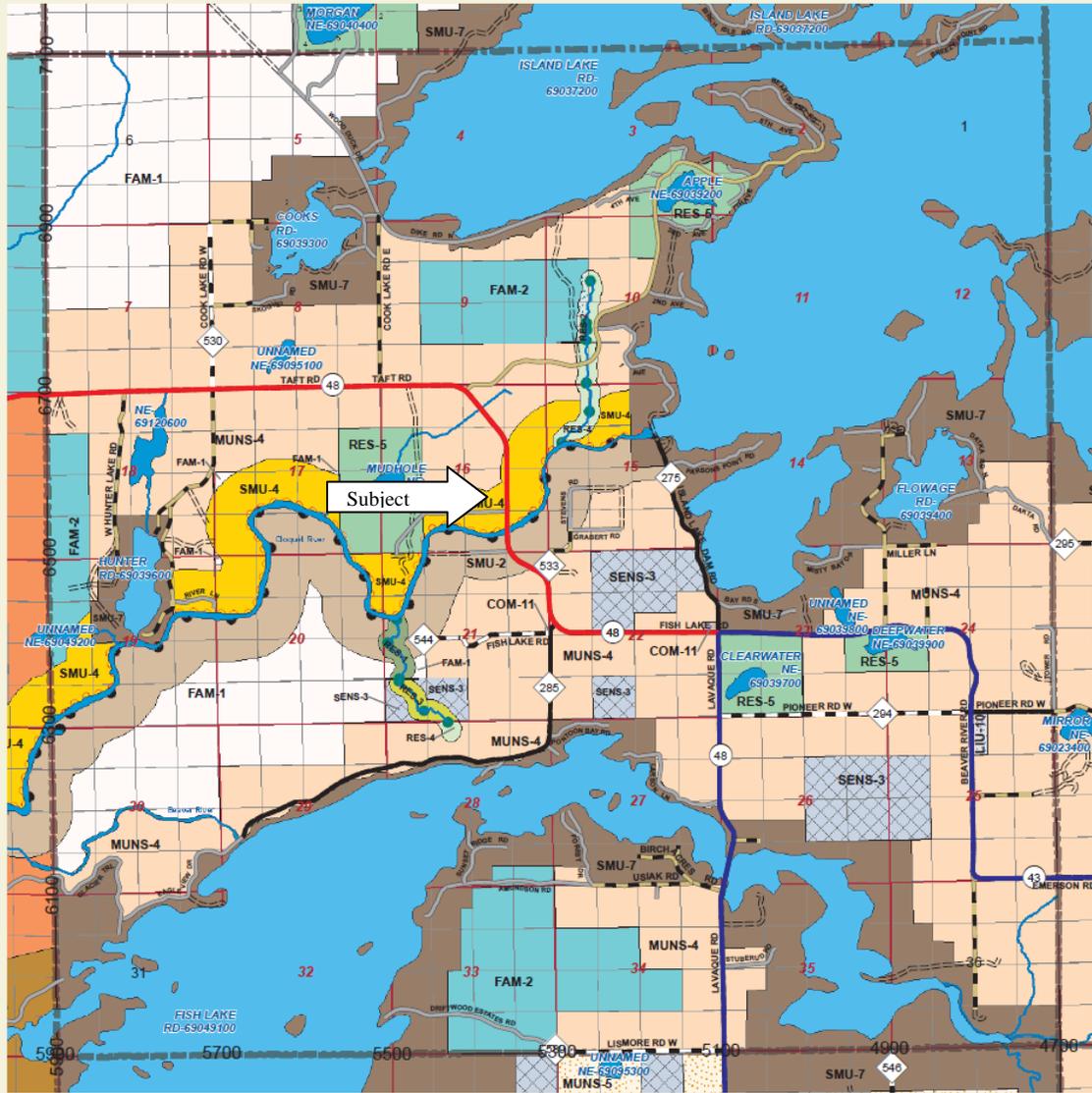
WHEREAS, the county has received the minimum bid for the property of \$26,100 from Carl E. Ruhanen for said parcel.

NOW, THEREFORE, BE IT RESOLVED, that pursuant to the requirements of and procedures of Minn. Stat. § 373.01, the appropriate county officials are authorized to execute a quit claim deed conveying the above listed property to Carl E. Ruhanen of Hermantown, MN, for the bid amount of \$26,100, payable to Fund 100, Agency 128014, Object 583100. Buyer is responsible for deed tax and recording fees.

Sale of County Fee Land
Section 16, T52N, R15W
Parcel 365-0010-02890
Fredenberg Township

County
Map

Fredenberg 52-15

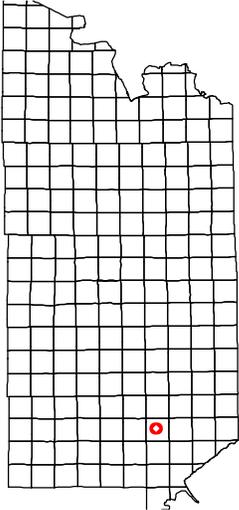


**Sale of Non-Conforming Portion of County Fee Owned Property
St. Louis County Property Management Dept.**



Parcel Code: 365-0010-02890
Address: 5300 Taft Road
Acres 5.5
Commissioner District # 6

Legal Description: South 1/2 of SE 1/4 of NW 1/4 of SE 1/4 Section 16, T52N, R15W (5 acres) and South 33 feet of North 1/2 of SE 1/4 of NW 1/4 of SE 1/4 Section 16, T52N, R15W (0.5 Acres)



Parcel Specifications: This is a 5.5 acre parcel with frontage on CSAH 48. Parcel was acquired as two separate parcels on the deed. The southerly 33 feet of the North 1/2 of SE 1/4 of NW 1/4 Section 16, T52N, R15W. There are remnants of a root cellar in the northwest corner of this parcel.

Parcel does not have frontage on Easy Street. There is a 16.5' strip of State of Minnesota land that lies between easy street and this parcel of County Fee Land. Easy Street is built on an easement granted by the State of Minnesota recorded as Abstract Document 807210 recorded 01/26/2001.

Acquisition History: This 5.5 acre parcel was acquired for gravel pit purposes. Property was conveyed to St. Louis County from Sigurd and Mabel Olson to Saint Louis County by warranty deed, recorded 12/30/1937 as Document # 568332. Gravel was removed in the past and there are unsloped banks remaining. Large trees have grown up since the pit has ceased to be active.

Zoning: Zoning District is SMU-4 which requires 4.5 acres and 300 feet frontage. This parcel appears to be a conforming parcel.

Minimum bid for this parcel is \$26,100. Bids for this parcel will close on September 30, 2011.

Mark J. Hudson, St. Louis County Property Mgt.
Right of Way Agent
St. Louis County Property Management
100 North 5th Avenue West RM 2
Duluth, MN 55802
218-726-2356 Office
218-343-3505 Cell
hudsonm@stlouiscountymn.gov

**Letter of Understanding for 2011 Audit
by State Auditor's Office**

BY COMMISSIONER _____

RESOLVED, that the St. Louis County Board authorizes the required signatories to execute the Letter of Understanding which details the scope and basis of the 2011 proposed audit of St. Louis County by the State Auditor's Office.



REBECCA OTTO
STATE AUDITOR

STATE OF MINNESOTA OFFICE OF THE STATE AUDITOR

SUITE 500
525 PARK STREET
SAINT PAUL, MN 55103-2139

(651) 296-2551 (Voice)
(651) 296-4755 (Fax)
state.auditor@state.mn.us (E-Mail)
1-800-627-3529 (Relay Service)

RECEIVED

JAN 23 2012

St. Louis CO. Auditor

January 19, 2012

The Honorable Donald Dicklich
County Auditor/Treasurer
St. Louis County Courthouse
100 N. 5th Avenue W.
Duluth, Minnesota 55802

Board of Commissioners
County Administrator
St. Louis County

We are pleased to confirm our understanding of the services we are to provide pursuant to Minn. Stat. § 6.48 for St. Louis County for the year ended December 31, 2011. We will audit the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information, which collectively comprise the basic financial statements, of St. Louis County as of and for the year ended December 31, 2011. Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement St. Louis County's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of the financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to St. Louis County's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

- Management's discussion and analysis
- GASB-required supplementary other post-employment benefits schedules and related notes

We have also been engaged to report on supplementary information other than RSI that accompanies St. Louis County's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole:

- Combining and individual fund statements
- Budgetary presentations for other funds

- Schedule of investments and interest earning deposits
- Schedule of intergovernmental revenue
- Schedule of expenditures of federal awards

We will also issue our management and compliance report that will include the schedule of expenditures of federal awards that will be subjected to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and upon which we will provide an opinion in relation to the financial statements as a whole.

The following other information accompanying the financial statements in your comprehensive annual financial report (CAFR) will not be subjected to the auditing procedures applied in our audit of the financial statements and for which our auditor's report will not provide an opinion or any assurance.

- Introductory section
- Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States of America and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

The reports on internal control and compliance will each include a statement that the report is intended solely for the information and use of management, the body or individuals charged with governance, others within the entity, specific legislative or regulatory bodies, federal awarding agencies, and if applicable, pass-through entities and is not intended to be, and should not be, used by anyone other than these specified parties.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of OMB Circular A-133; and the legal provisions of the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*, and will include tests of accounting records, a determination of major program(s) in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such opinions and to render the required reports and to report in conformity with the provisions of the *Minnesota Legal Compliance Audit Guide for Political Subdivisions*. If our opinions on the financial statements or the Single

Audit compliance opinion are other than unqualified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Management is also responsible for identifying government award programs, for understanding and complying with the compliance requirements, and for preparation of the schedule of expenditures of federal awards in accordance with the requirements of OMB Circular A-133. In order to meet your responsibilities for the financial statements, notes, and schedule of expenditures of federal awards, you agree to have information completed and available for audit by the dates identified in a schedule of completion document provided to auditors. If you are unable to prepare the information needed for the financial statements, notes, or schedule of expenditures of federal awards, or if the completion schedule varies significantly, we will, based on our staffing availability, provide the additional non-audit services necessary to assist in the preparation of your draft financial statements, notes, and schedule of expenditures of federal awards based on management's chart of accounts and other information determined and approved by management. St. Louis County understands this will result in additional costs and agrees to pay for these services.

You are responsible for making all management decisions and performing all management functions relating to the financial statements, schedule of expenditures of federal awards, and related notes and for accepting full responsibility for such decisions. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, notes, and schedule of expenditures of federal awards and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you are required to designate an individual with suitable skill, knowledge, or experience to oversee any non-audit services we provide and for evaluating the adequacy and results of those services and accepting responsibility for them.

Management is responsible for establishing and maintaining effective internal controls, including internal controls over compliance, and for evaluating and monitoring ongoing activities, to help ensure that appropriate goals and objectives are met and that there is reasonable assurance that government programs are administered in compliance with compliance requirements. You are also responsible for the selection and application of accounting principles; for the fair presentation in the financial statements of the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of St. Louis County and the respective changes in financial position and, where applicable, cash flows in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations and the provisions of contracts and grant agreements.

Management is also responsible for making all financial records and related information available to us and for ensuring that management and financial information is reliable and properly recorded. Your responsibilities also include identifying significant vendor relationships in which the vendor has responsibility for program compliance and for the accuracy and completeness of that information. Your responsibilities include adjusting the financial statements to correct material misstatements and confirming to us in the representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud or illegal acts affecting the government involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud or illegal acts could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the entity complies with applicable laws, regulations, contracts, agreements, and grants. Additionally, as required by OMB Circular A-133, it is management's responsibility to follow up and take corrective action on reported audit findings and to prepare a summary schedule of prior audit findings and a corrective action plan. The summary schedule of prior audit findings, if applicable, should be available for our review. You are responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States of America. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon or make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits, or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those financial audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and for the timing and format for providing that information.

With regard to using the auditor's report, you understand that you must obtain our prior consent to reproduce or use our report in bond offering official statements or other documents.

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from errors, fraudulent financial reporting, misappropriation of assets, or violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because an audit is designed to provide reasonable, but not absolute assurance and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements or noncompliance may exist and not be detected by us. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements or major programs. However, we will inform you of any material errors and any fraudulent financial reporting or misappropriation of assets that come to our attention. We will also inform you of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential, and of any material abuse that comes to our attention. We will include such matters in the reports required for a Single Audit. Our

responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will also require certain written representations from you about the financial statements and related matters.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by OMB Circular A-133, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to OMB Circular A-133.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and OMB Circular A-133.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of St. Louis County's compliance with applicable laws and regulations and the provisions of contracts and agreements, including grant agreements. However, the objective of those procedures will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major programs. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Circular A-133 Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of St. Louis County's major programs. The purpose of those procedures will be to express an opinion on St. Louis County's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Audit Administration and Other

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and a corrective action plan) along with the Data Collection Form to the federal audit clearinghouse and, if appropriate, to pass-through entities. Additional copies of the reporting package may be required. We will coordinate with you the electronic submission and certification. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditor's reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for your audit.

The audit documentation for this engagement will be retained, pursuant to our record retention plan, for a period of ten years after the date the auditor's report is issued. If we are aware that a federal awarding agency, pass-through entity, or auditee is contesting an audit finding, we will contact those contesting the audit finding for guidance prior to destroying the audit documentation. We will be available throughout the year to answer questions, provide assistance, or assist you in implementing any of our recommendations.

Our fees are based on standard hourly rates plus travel and any out-of-pocket expenses. Our standard hourly rates vary according to the degree of responsibility involved and the experience level of the personnel assigned to your audit. Progress billings will be mailed to you every four weeks. The condition of your records and the assistance you are able to provide us affects both the timeliness and cost of the audit.

Government Auditing Standards require that we provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2009 peer review report accompanies this letter.

We appreciate the opportunity to be of service to St. Louis County and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please contact me at (651) 282-2748 or Greg Mutchler, CPA, who will be in charge of this audit, at (218) 723-4902. If you agree with the terms of our engagement as described in this letter, please sign where provided below and return it to us at:

Office of the State Auditor
411 West First Street, Suite 206
Duluth, MN 55802-1190

Sincerely,



Dianne Syverson, CPA, Audit Manager

Approved: This letter correctly sets forth the understanding of St. Louis County.

Chair of Board of County Commissioners

Date

County Auditor/Treasurer

Date

County Administrator
Enclosure

Date



National State Auditors Association

October 23, 2009

The Honorable Rebecca Otto
Minnesota Office of the State Auditor
525 Park Street, Suite 500
St. Paul, MN 55103

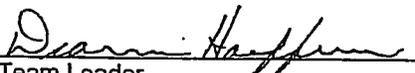
Dear Ms. Otto:

We have reviewed the system of quality control of the Minnesota Office of the State Auditor (the office) in effect for the period January 1, 2009 through September 30, 2009. A system of quality control encompasses the office's organizational structure and the policies adopted and procedures established to provide it with reasonable assurance of conforming with government auditing standards. The design of the system and compliance with it are the responsibility of the office. Our responsibility is to express an opinion on the design of the system, and the office's compliance with the system based on our review.

We conducted our review in accordance with the policies and procedures for external peer reviews established by the National State Auditors Association (NSAA). In performing our review, we obtained an understanding of the office's system of quality control for engagements conducted in accordance with government auditing standards. In addition, we tested compliance with the office's quality control policies and procedures to the extent we considered appropriate. These tests covered the application of the office's policies and procedures on selected engagements. The engagements selected represented a reasonable cross-section of the office's engagements conducted in accordance with government auditing standards. We believe that the procedures we performed provide a reasonable basis for our opinion.

Our review was based on selective tests; therefore it would not necessarily disclose all weaknesses in the system of quality control or all instances of lack of compliance with it. Also, there are inherent limitations in the effectiveness of any system of quality control; therefore, noncompliance with the system of quality control may occur and not be detected. Projection of any evaluation of a system of quality control to future periods is subject to the risk that the system of quality control may become inadequate because of changes in conditions, or because the degree of compliance with the policies or procedures may deteriorate.

In our opinion, the system of quality control of the Minnesota Office of the State Auditor in effect for the period January 1, 2009 through September 30, 2009 has been suitably designed and was complied with during the period to provide reasonable assurance of conforming with government auditing standards.


Team Leader
National State Auditors Association
External Peer Review Team


Concurring Reviewer
National State Auditors Association
External Peer Review Team

BOARD LETTER NO. 12 - 51

FINANCE & BUDGET COMMITTEE CONSENT NO. 16

BOARD AGENDA NO.

DATE: February 7, 2012 **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. _____.

1/26/2012
10:22:11AM

Abatements Submitted for Approval by the St. Louis County Board
on 2/14/2012

<u>PARCEL CODE</u>	<u>AUD NBR</u>	<u>NAME</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>APPRAISER</u>	<u>REASON</u>	<u>YEAR</u>	<u>REDUCTION</u>
141 20 3320	0 14325	JENSEN, TIFFANY	R	Hibbing	Bruce Sandberg	HOMESTEAD	2011	615.18
160 20 2060	0 14326	LEHTINEN, JOSH	R	McKinley	Bob Wiinanen	HOMESTEAD	2011	94.04

BOARD LETTER NO. 12 - 52

FINANCE & BUDGET COMMITTEE CONSENT NO. 17

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Contract for Development and Implementation of Electronic Recording Module for Real Estate Documents

FROM: Kevin Z. Gray
County Administrator

Mark A. Monacelli, Director
Public Records and Property Valuation

RELATED DEPARTMENT GOAL:

To implement a new electronic business model that will streamline service delivery and significantly reduce staff time to process a recorded transaction.

ACTION REQUESTED:

The St. Louis County Board is requested to approve a contract with TriMin Government Solutions to develop Capture Software and Professional Service for electronic recording (eRecording).

BACKGROUND:

Electronic recording (eRecording) is commonly used to identify a process of submitting electronic documents to county recorders where they are received, examined, recorded, indexed, fees collected and returned to the submitter. Benefits include, but are not limited to: improved office efficiencies that streamline the document workflow process by reducing document delivery delays or document loss, eliminates mailing and other document delivery costs, creates an electronic fee structure for payment of fees, eliminates initial indexing data entry, reduces the document rejection rate and is a green technology. eRecording is based on national standards and the lead co-architect in creating the national infrastructure for eRecording is St. Louis County Public Records and Property Valuation Director, Mark Monacelli.

After a St. Louis County eRecording task force reviewed various industry eRecording software platforms, a request for proposal (RFP) was issued to Minnesota only vendors who could create the Capture Software application for eRecording that will integrate with the County Recorder's existing system. One response was received by TriMin Government Solutions, which specializes in eRecording implementation and integration.

The Information Technology Department's Technology and Steering Committees have approved the project and the Recorder's budget includes sufficient funds to pay for the project.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the contract with TriMin Government Solutions in the amount of \$87,000 for e-recording payable from Fund 100, Agency 121002, Object 629900.

**Contract for Development and Implementation
of Electronic Recording of Real Estate Documents**

BY COMMISSIONER _____

WHEREAS, electronic recording (e-Recording) of real estate documents streamlines service delivery and significantly reduces staff time to process a recorded transaction; and

WHEREAS, TriMin Government Solutions, a qualified vendor has agreed to a contract to develop and implement an application to integrate electronic recording with the Recorder's existing system.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes a contract with TriMin Government Solutions in the amount of \$87,000 for e-recording payable from Fund 100, Agency 121002, Object 629900.

**AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN ST. LOUIS COUNTY AND
TRIMIN GOVERNMENT SOLUTIONS**

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 , TriMin Government Solutions, 2277 Highway 36W, Suite 101E, Roseville, MN 55113, hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, St. Louis County wishes to purchase the services of the Contractor to design and implement a "catcher piece" for electronic recording that will integrate with the County's existing system; and

WHEREAS, the Contractor has the training, experience, and knowledge to provide this service; and,

WHEREAS, there are funds available for the purchase of this service.

NOW, THEREFORE, for good and valuable consideration, the parties agree as follows:

1. TERM OF SERVICE

The contractor agrees to perform services for the County during the period commencing February 1, 2012, and terminating December 31, 2012.

This agreement may be renewed upon agreement of the County and Contractor for one year provided that Contractor has satisfactorily performed the services herein described. The payment for services may be adjusted upon the agreement of the County and Contractor. Failure to agree on payment shall prevent renewal of the contract.

2. SERVICES TO BE PROVIDED

Design and implement software for a vendor neutral electronic recording "catcher piece" to integrate with the County's existing recording system as more fully described in Attachment A, the Request for Proposal (RFP) to which Contractor has responded and a Statement of Work (SOW) attached as Exhibit B, which will be customized upon completion of this contract and discovery phase.

3. PERSONNEL

It is understood and agreed that Contractor will provide the services purchased hereunder unless otherwise approved by the County.

4. RESPONSIBILITIES OF THE COUNTY

See the RFP attached hereto as Exhibit A.

5. COMPENSATION

The County shall pay Contractor upon completion of the deliverables according to the Payment Schedule set forth in St. Louis County eRecording RFP Response attached as Exhibit A. The total compensation amount contemplated under this agreement is a non-recurring fee of \$88,000 inclusive any and all taxes of any nature. The annual maintenance fee will be due upon St. Louis County deploying the eRecording module into their production environment and on the anniversary date thereafter at the agreed upon \$5000 per year. Work effort relating to additional services may be authorized via future Change Order by the County. The rate for these additional services shall be \$125 per hour, up to a maximum of \$10,000.

6. PAYMENT

Contractor shall invoice the County no more often than monthly upon completion of services detailing the services performed. The County agrees to pay invoices within thirty (30) days of receipt and approval.

7. RECORDS AUDITING AND RETENTION

Contractor's bonds, records, documents, papers, accounting procedures and practices, and other evidence relevant to this Agreement are subject to the examination, duplication, transcription and audit by the County and either the Legislative or State Auditor, pursuant to Minn. Stat. § 16C.05, subd. 5. Such evidence is also subject to review by the Comptroller General of the United States, or a duly authorized representative, if federal funds are used for any work under this Agreement. Contractor agrees to maintain such evidence for a period of six (6) years from the date of services or payment were last provided or made or longer if any audit in progress requires a longer retention period.

8. OWNERSHIP OF DOCUMENTS

All materials prepared or developed by Contractor or its employees or independent contractors, hereunder, including documents, computer data, correspondence, calculations, maps, sketches, designs, tracings, notes, reports, data, models, and forms specific to St. Louis County shall become the property of the County when prepared, whether delivered to the County or not, and shall, together with any materials furnished to the Contractor 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.

9. 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.

10. SUBCONTRACTING AND ASSIGNMENT

The Contractor shall neither enter into subcontracts for performance of any of the services contemplated under this Agreement, nor assign this Agreement without the prior written approval of the County, and subject to such conditions and provisions as the County may deem necessary. The Contractor shall be responsible for the performance of all sub-contractors.

11. NON-DISCLOSURE OF INFORMATION OR DATA

Pursuant to Minnesota Statutes chapter 13 (Minnesota Government Data Practices Act), Contractor agrees to maintain and protect data on individuals received, or to which Contractor has access, according to the statutory provisions applicable to the data. No private, public, or confidential data developed, maintained or reviewed by Contractor under this Agreement may be released to the public by Contractor or its employees or representatives.

It is further understood that Contractor shall not, unless otherwise authorized by County, disclose any information to the media or other 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.

12. COMPLIANCE WITH NONDISCRIMINATION LAWS

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

13. INDEMNIFICATION

Contractor agrees to defend, indemnify and hold the County, its officers, employees and agents harmless from any liability, claims and damages, costs, judgments or expenses, including reasonable attorney's fees, which the County may hereafter sustain or be required to pay as a result of any act or

omission on the part of the Contractor and its employees, agents, representatives, and sub-contractors, in the performance of the services provided under this agreement.

14. 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 insureds. A certificate of insurance is attached as Exhibit C.

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;

\$1,500,000 Each Occurrence.

2. Must cover owned, leased, or rented vehicles

C. Workers' Compensation.

Per statutory requirements.

D. Professional Liability Insurance

15. PERFORMANCE AND PAYMENT.

St. Louis County and Contractor agree to incremental payment for services completed. Incremental payments will be made only upon successful completion and delivery of the services identified in each of the four project phases (Project Initiation, Design, Build and Deploy). These phases and their associated deliverables are specified in the "St. Louis County eRecords Project – Request for Proposal (RFP) document attached as Exhibit A. The payment amounts for each phase are identified in the "St. Louis County eRecording Response" (attached). Under this arrangement Contractor agrees to reduce the development cost of the St. Louis eRecord Project by \$9,800.00. Successful completion of each phase will be recognized by mutual agreement between St. Louis County and Contractor. St. Louis County will allow 30 working days for Contractor to correct unsatisfactory completion of a project phase. If Contractor is unable to deliver satisfactory correction within that time period, St. Louis may cancel the project with Contractor and will not be liable for payment of the unsatisfactory phase, and both parties will agree to release each other from any and all further claims.

16. 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.

17. TERMINATION

- A. If the Contractor fails to perform any of the provisions of this Agreement or so fails to administer the work as to endanger the performance of the Agreement, this shall constitute a default. Unless the Contractor's default is excused by the County, the County may upon written notice immediately cancel this Agreement in its entirety
- B. The County's failure to insist upon strict performance of any provision or to exercise any right under this Agreement shall not be deemed a relinquishment or waiver of the same, unless consented to in writing. Such consent shall not constitute a general waiver or relinquishment throughout the entire term of the Agreement.
- C. Contractor shall be paid for actual work done to the date of termination. All documents completed by Contractor through the date of termination shall become the property of the County.

18. NOTICES/COMMUNICATIONS

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

Contractor

Name: William Mori
Address: 2277 Highway 36W Suite 101E
Roseville, MN 55113

Phone: 651-604-3635

County

Name: Cathy A. Racek
Address: 100 No. 5th Ave West
P.O. Box 157
Duluth, MN 55801-0157

Phone 218-726-2677

19. OTHER CONDITIONS

A. Compliance with Laws/Standards

Contractor shall abide by all Federal, State or local laws, statutes, ordinances, rules and regulations now in effect or hereinafter adopted pertaining to this Contract or the facilities, programs and staff for which contractor is responsible.

B. Licenses

Contractor shall procure, at its own expense, all licenses, permits or other rights required for the provision of services contemplated by the Contract. Contractor shall inform the County of any changes in the above within five (5) days of occurrence.

C. Minnesota Law to Govern

This contract shall be governed by and construed in accordance with the substantive and procedural laws of the State of Minnesota, without giving effect to the principles of conflict of laws. All proceedings related to this Contract shall be venued in the State of Minnesota.

20. WAIVER

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

21. FINAL AGREEMENT

This Agreement is the final expression of the agreement of the parties and the complete and exclusive statement of the terms agreed upon, and shall supersede all prior negotiations, understandings, or agreements. There are no representations, warranties, or stipulations either oral or written not herein contained.

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

CONTRACTOR

COUNTY OF ST. LOUIS

BY: _____

TITLE: _____

Date: _____

BY: _____

_____, Chair
County Board of Commissioners

Date: _____

BY: _____

County Auditor

Date: _____

BY: _____

Department Head

Date: _____

APPROVED AS TO FORM & EXECUTION:

BY: _____

Assistant County Attorney

Date: _____

BOARD LETTER NO. 12 - 53

FINANCE & BUDGET COMMITTEE CONSENT NO. 18

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Professional Services
Agreement for the Joint Public
Safety Campus Roadway
Repairs

FROM: Kevin Z. Gray
County Administrator

Tony Mancuso, Director
Property Management

RELATED DEPARTMENT GOALS:

Provide efficient facility operations and collaboration for overall governmental operations, and enhanced public safety.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a professional services agreement with Ayres Associates of Duluth, Minnesota for the design, construction and bid documents, and project administration for the roadway improvement project for the Joint Public Safety Campus, located at 2030 Arlington Avenue, Duluth.

BACKGROUND:

St. Louis County and the City of Duluth entered into a 50 year lease for the construction of a joint law enforcement and public safety facility in October of 2009. The city has completed construction of its portion of the facility. The 2009 lease document included provisions for reconstruction of the roadway serving the area upon completion of building project, as the heavy construction traffic was anticipated to damage the roadway. The lease agreement states that the county shall initiate and implement the road repair project, with the city reimbursing the county for one-half of all costs incurred. Upon completion of the repairs - the city shall maintain the road for 100% of snow removal and general access responsibilities, and all future repairs shall be apportioned at the 50-50 cost split.

Ayres Associates of Duluth, Minnesota had performed surveying, topographical, and engineering services for the county at this site for other projects and was selected for this project based on familiarity with the site, background data already collected by Ayers, and competitive fee. The City of Duluth's Engineer's estimate for these services was \$108,544, the Ayres proposal is for \$33,000.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a professional services agreement with Ayres Associates of Duluth, Minnesota for the design, bid documents and specifications, and project administration for road repairs at the Joint Public Safety Campus in an amount of \$33,000. Funding is available from Fund 100, Agency 128015, with one-half of the cost (\$16,500) to be reimbursed to the county by the City of Duluth.

**Professional Services Agreement for the Joint Public
Safety Campus Roadway Repairs**

BY COMMISSIONER _____

WHEREAS, St. Louis County and the City of Duluth entered into a 50 year lease for the construction of a joint law enforcement and public safety facility in October of 2009 located at 2030 Arlington Avenue in Duluth, Minnesota; and

WHEREAS, the 2009 lease document included provisions for reconstruction of the roadway serving the area upon completion of the building project; and

WHEREAS, the lease agreement states that the county shall initiate and implement the road repair project, with the city reimbursing the county for one half of all costs incurred; and

WHEREAS, Ayres Associates of Duluth, Minnesota has performed surveying, topographical, and engineering services for the county at this site for other projects and was selected for this project based on familiarity with the site, background data already collected by Ayers, and competitive fee.

NOW, THEREFORE, BE IT RESOLVED, the St. Louis County Board authorizes the appropriate county officials to enter into a professional services agreement with Ayres Associates of Duluth, Minnesota for the design, construction and bid documents, and project administration for the roadway improvement project for the Joint Public Safety Campus in Duluth in an amount of \$33,000, payable from Fund 100, Agency 128015, with one-half of the cost (\$16,500) to be reimbursed to the county by the City of Duluth.

BOARD LETTER NO. 12 - 54

PUBLIC SAFETY & CORRECTIONS COMMITTEE CONSENT NO. 19

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** 2012-2014 Medical Examiner
Contract

FROM: Kevin Z. Gray
County Administrator

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:

To effect cost efficiency in the services provided to the public.

ACTION REQUESTED:

The St. Louis County Board is requested to approve a contract with Lakeland Pathology, P.A., for Medical Examiner services.

BACKGROUND:

Lakeland Pathology, P.A. has provided Medical Examiner services for St. Louis County since September 1, 1998. Dr. Thomas Uncini, St. Louis County's Chief Medical Examiner, has agreed to a three-year contract with only small increases to several functions within the Medical Examiner services. 2011 actual costs for services was \$506,177.07. The overall increase for 2012 is approximately 1.6% of the 2011 actual costs and the increase in 2013 is less than 1% over the 2012 estimated costs. The 2014 contract rates will remain essentially the same as in 2013. The scope of services to be provided will remain unchanged from the previous contract and addenda and will cover the three-year period of January 1, 2012 through December 31, 2014.

RECOMMEDATION:

It is recommended that the St. Louis County Board approve the 2012-2014 contract between St. Louis County and Lakeland Pathology, P.A., for Medical Examiner services, payable from General Fund 100, Sheriff's Office, Medical Examiner (131001).

2012-2014 Medical Examiner Contract

BY COMMISSIONER _____

RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to execute a contract addendum with Lakeland Pathology, P.A., for Medical Examiner services as defined in the original agreement and addenda, but reflecting updated costs for those services, payable from General Fund 100, Sheriff's Office, Medical Examiner 131001.

BOARD LETTER NO. 12 - 55

FINANCE & BUDGET COMMITTEE CONSENT NO. 20

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Establish Public Hearing on
the FY 2012 Action Plan for
CDBG, HOME and ESG
Funding

FROM: Kevin Z. Gray
County Administrator

Barbara Hayden, Director
Planning and Community Development

RELATED DEPARTMENT GOALS:

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

ACTION REQUESTED:

The St. Louis County Board is requested to set a public hearing, as required by the U.S. Department of Housing and Urban Development (HUD), for the FY 2012 Action Plan.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) requires a consolidated application process for entitlement funds under the following Community Planning and Development programs: Community Development Block Grant (CDBG), Home Investment Partnerships Program (HOME), and Emergency Solutions Grant (ESG). The five-year strategic plan, the 2010-2014 Consolidated Plan, provides a vision for housing and community development and sets forth program goals, objectives, and benchmarks for measuring progress. It was approved by the County Board on March 2, 2010, Resolution No. 10-111.

St. Louis County is required to submit to HUD a One-Year Action Plan outlining the use of HUD entitlement funds for the 2012 program year. County CDBG funds are primarily used for affordable housing, human services, public facilities, infrastructure improvements, and economic development activities. The Northeast Minnesota HOME Consortium, composed of the five counties of St. Louis, Cook, Lake, Koochiching, and Itasca, focuses its HOME funding efforts on affordable housing, housing development and home ownership assistance. ESG funds are targeted to transition people out of

homelessness and decrease the overall number of homeless people in the community. The City of Duluth receives a separate HUD entitlement.

The St. Louis County Citizen Advisory Committee for the Community Development Block Grant (CDBG) program has completed its review of applications for FY 2012. The FY 2012 CDBG allocation for St. Louis County is \$1,378,523.

The 2012 HOME allocation is \$439,667 for the five-county HOME consortium and \$190,582 for the ESG program. Recommendations for specific use of HOME and ESG funds will be made by respective advisory committees in early 2012.

The draft FY 2012 Action Plan has been available for public comment since February 1, 2012. HUD requires the county to conduct a public hearing to solicit citizen comments on use of proposed resources and on priority needs and objectives prior to approval of the plans.

RECOMMENDATION:

It is recommended that the St. Louis County Board establish a public hearing on the FY 2012 Action Plan for Tuesday, March 13, 2012, at 9:40 a.m. at the Duluth Courthouse.

Following the hearing, the Board will consider formal action to approve the FY 2012 Action Plan. The Action Plan serves as the county's application to HUD for CDBG, HOME, and ESG funding and includes the specific FY 2012 CDBG funding recommendations.

**Establish Public Hearing on the FY 2012 Action Plan
for CDBG, HOME and ESG Funding**

BY COMMISSIONER _____

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) requires a consolidated application process for entitlement funds under the following Community Planning and Development programs: Community Development Block Grant (CDBG), HOME, and Emergency Solutions Grant; and

WHEREAS, the St. Louis County Board approved the 2010-2014 Consolidated Plan on March 2, 2010; and

WHEREAS, St. Louis County has prepared a draft FY 2012 Action Plan of the 2010-2014 Consolidated Plan required by HUD; and

WHEREAS, HUD requires that a public hearing be conducted to allow citizen input prior to submittal of these plans.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board will hold a public hearing on Tuesday, March 13, 2012, at 9:40 a.m., at the St. Louis County Courthouse in Duluth, Minnesota, for the purpose of receiving citizen comments on the established priorities and funding recommendations included in the FY 2012 Action Plan of the 2010-2014 Consolidated Plan.

BOARD LETTER NO. 12 - 56

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Award of Bids – County Project
111480, McKinley Park Road
(Soudan)

FROM: Kevin Z. Gray
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:

Provide a safe, well maintained road and bridge system.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an award to the low bidder for a road reconstruction project in Soudan, MN.

BACKGROUND:

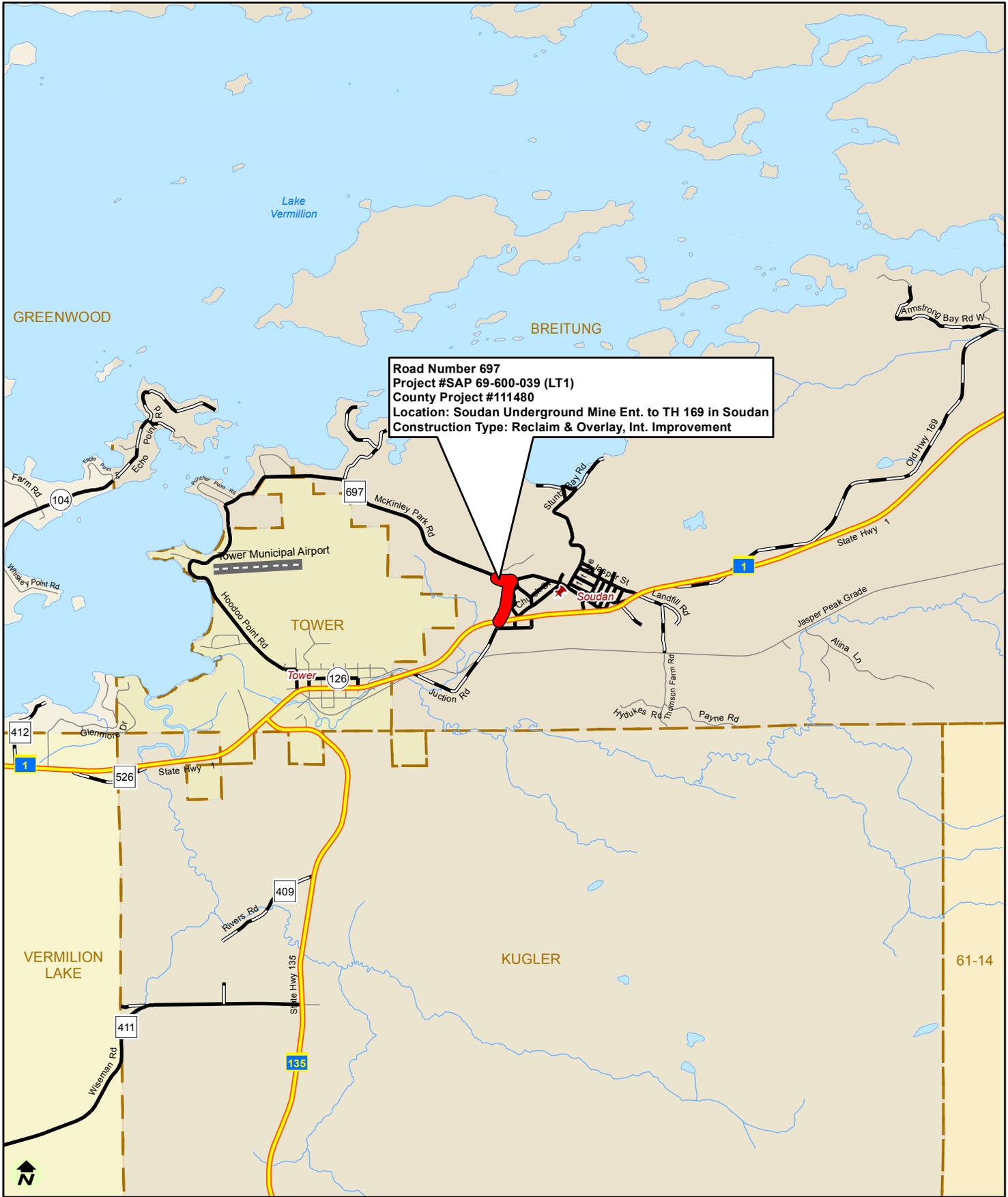
County staff is authorized under Resolution No. 88-381, dated May 24, 1988, to call for bids on projects which are already included in the budget document. Bids were requested for a reconstruction project in Soudan, MN. A call for bids was scheduled by the Public Works Department for February 2, 2012, for the following project in accordance with the plans and specifications on file in the Office of the County Highway Engineer:

- Project:** SAP 69-600-039, CP 111480
Location: CR 697 (McKinley Park Road) from TH 169 to 280' North of Soudan Mine State Park Road in Soudan, MN, length 0.40 mi.
Traffic: 670
PQI: 1.8
Construction: Grading, Aggregate Base, Storm Sewer, Curb & Gutter, Sidewalk, Reconditioning Surface, Recreational Trail, and Bituminous Surface
Funding: Fund 220, Agency 220274, Object 652700
Anticipated Start Date: May 28, 2012
Anticipated Completion Date: August 31, 2012
Engineer's Estimate: To be provided after bid opened

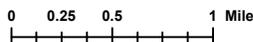
RECOMMENDATION:

The bid opening is scheduled for Thursday, February 2, 2012. The bid results and a recommendation for Board consideration will be presented at the February 7th Committee of the Whole meeting.

Road Number 697
Project #SAP 69-600-039 (LT1)
County Project #111480
Location: Soudan Underground Mine Ent. to TH 169 in Soudan
Construction Type: Reclaim & Overlay, Int. Improvement



St. Louis County 2012 Road & Bridge Construction



Map Components

2012 Road & Bridge Construction

-  Reclaim & Overlay, Int. Improvement
-  U.S./State Highway
-  Interstate Highway

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

BOARD LETTER NO. 12 - 57

FINANCE & BUDGET COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: February 7, 2012 **RE:** Project Scope and Budget
Development Services – GSC
Duluth Second through
Seventh Floor Remodeling

FROM: Kevin Z. Gray
County Administrator

Tony Mancuso, Director
Property Management

RELATED DEPARTMENT GOAL:

Provide safe, secure, efficient, cost effective, and code compliant facilities and facility operations.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an agreement for the investigation, planning, development of project scope, budget, and schedule for the infrastructure replacement and general remodeling of the Government Services Center (GSC) in Duluth.

BACKGROUND:

The St. Louis County master space plan for the Duluth area offices has been in place since 1995 with the GSC being the primary site for consolidation of county provided services. The county purchased the building in 2002, and the purchase agreement included a ten-year lease option for the State of Minnesota occupants. The building is structurally in excellent condition, but the mechanical, electrical, and HVAC infrastructure is in very poor condition. Additionally, the layout and configuration of the office space is very inefficient, as the building formerly housed several tenants from different governmental agencies.

The City of Duluth will vacate the GSC basement vehicle storage area in February 2012, and the State of Minnesota will vacate various office space areas in August 2012. Since 2002, the county has upgraded the elevators to meet current code requirements, relocated the 4th floor data center to the basement level, remodeled the 1st floor into a Public Health & Human Services central client intake area, and has begun a roof replacement that will be completed this spring.

The master space plan for downtown Duluth county offices is now ready for completion, with the consolidation of most county services in one location with the renewal of GSC infrastructure.

As documented in the current Capital Improvement Plan, this project will be recommended for bond financing later this year. It is advisable to enter into an architectural contract now to define the project scope and budget as the basis for accurate financing considerations and bond estimates.

St. Louis County Purchasing solicited Request for Proposals (RFPs) in December 2011. The consulting team proposing the best product/service at the best value was Perkins & Will, Krech-Ojard & Associate, and Gausman & Moore Engineers, with Perkins & Will being the lead. The program this team offered includes data driven analysis and modeling prior to the design phase (construction documents) of the project. This model offers distinct advantages, and Property Management will be using this planning and design protocol for all future major county building projects since it delivers more accurate budgeting, a tighter project scope, offers well-defined alternatives, provides more accurate project schedules, and minimizes change orders.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract for consulting services for the Duluth GSC infrastructure replacement and general remodeling project scope and budget development with Perkins & Will of Minneapolis Minnesota, in partnership with Krech-Ojard & Associates of Duluth Minnesota, and Gausman & Moore Engineers of Duluth Minnesota (53% fees allotted for Duluth based firms) in the amount of \$142,000, payable from Fund 400, Agency 400006, to be reimbursed by the associated bond sale proceeds.

**Project Scope and Budget Development Services –
GSC Duluth Second through Seventh Floor Remodeling**

BY COMMISSIONER _____

WHEREAS, the St. Louis County master space plan for the Duluth area offices has been in place since 1995 with the Government Services Center (GSC) being the primary site for consolidation of county provided services; and

WHEREAS, State of Minnesota tenants will be vacating the building no later than August 2012 and the next phase of the master space plan is to define the GSC infrastructure upgrade and general remodeling project scope and budget as the basis for accurate financing considerations and development of a structured program; and

WHEREAS, the Purchasing Division solicited Request for Proposals (RFPs) in December 2011, which were reviewed and interviews performed; and

WHEREAS, the consulting team that offered the county the best product/service at the best value was Perkins & Will of Minneapolis, Minnesota, Krech-Ojard & Associates of Duluth, Minnesota, and Gausman & Moore Engineers of Duluth, Minnesota, with Perkins & Will being the lead consultant, with 53% fees allotted for Duluth based firms.

NOW, THEREFORE, BE IT RESOLVED, the St. Louis County Board authorizes the appropriate county officials to enter into a contract with Perkins & Will of Minneapolis, Minnesota for consulting services for the Duluth GSC infrastructure replacement and general remodeling project scope and budget development in an amount of \$142,000, payable from Fund 400, Agency 400006, to be reimbursed by the associated bond sale proceeds.