



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

March 13, 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 February 28, 2012

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

1. Agreement with the Carlton-Cook-Lake-St. Louis Community Health Board to Carry Out State Health Improvement Program Objectives [12-89]

Environment & Natural Resources Committee – Commissioner Dahlberg, Chair

2. Landfill Environmental Monitoring and Leachate System Operations Contract [12-90]
3. Award of Bid: Broadcast Application of Herbicides [12-91]
4. Easement Request for Mesabi Trail Segment A [12-92]
5. Easement Request for Mesabi Trail Segment B [12-93]
6. Roadway Easement across State Tax Forfeited Land - Mining Resources, LLC [12-94]
7. Removal and Cleanup of Abandoned Personal Property [12-95]
8. Repurchase of State Tax Forfeited Land - Makoutz, Hough, and Moberg [12-96]

Public Works & Transportation Committee – Commissioner Forsman, Chair

9. Agreement for Transfer of Abandoned Bridge – CSAH 4 (Colvin Township) [12-97]
10. Agreement for Salt-Sand Storage Building Replacement – [12-98]
11. Award of Bids – Removal and Replacement of Salt-Sand Storage Building – Ely, MN [12-99]
12. Agreement for Audit and Assessment of Public Works Facilities [12-100]
13. Card Reader Access Security System for Public Works Facilities [12-101]

Finance & Budget Committee – Commissioner Raukar, Chair

14. Award Remaining Homelessness Prevention and Rapid Re-Housing Program (HPRP) Funding and Authorize Execution of Contracts [12-102]
15. Abatement List for Board Approval [12-103]
16. Sale of Surplus Fee Land Section 23, T51N, R16W (Grand Lake Township) [12-104]
17. Service Agreement Renewals for IRYA Program School Advisors [12-105]

TIME SPECIFIC PRESENTATIONS:

11:00 a.m. Redistricting Plan – Don Dicklich, County Auditor

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. Acceptance of Quotes for Emergency Project – CSAH 9 (Duluth, MN) [12-106]
Resolution accepting a quote for emergency repairs to CSAH 9, East 4th Street in Duluth.

Finance & Budget Committee – Commissioner Raukar, Chair

1. 2011 Land and Minerals Department Proceeds Apportionment [12-107]

Resolution apportioning the 2011 Land and Minerals Department proceeds according to relevant statutes.

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

1. Establish Public Hearing to Consider and Adopt the 2012 Commissioner Redistricting Plan [12-108]

Resolution establishing a public hearing to consider the 2012 Commissioner Redistricting Plan for 9:40 a.m., Tuesday, April 24, 2012, Clinton Town Hall, Clinton, MN.

2. Re-Establish Unorganized Precincts [12-109]

Resolution re-establishing unorganized precincts and boundaries in compliance with Minn. Stat. §204B, Subd. 3 (d).

3. Highway Maintenance Divisions Bargaining Agreement 2012-2013 [12-110]

Resolution authorizing the 2012-2013 Highway Maintenance Divisions bargaining agreement. If approved, the County Board will reconvene to grant final approval of the agreement.

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:

March 27, 2012 **Joint Public Works Facility, 2210 East Sheridan Street, Ely, MN**

April 3, 2012 **Commissioners' Conference Room, Courthouse, Duluth, MN**

April 10, 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, February 28, 2012

Location: Hibbing City Council Chambers, Hibbing City Hall, Hibbing, MN
Present: Commissioners Jewell, O'Neil, Dahlberg, Forsman, Sweeney, Nelson and Raukar
Absent: None
Convened: Chair Nelson called the meeting to order at 10:30 a.m.

CONSENT AGENDA

Dahlberg/O'Neil moved to approve the consent agenda. (7-0)

Minutes of February 14, 2012

1. Private Sale of State Tax Forfeited Land – Dagger
2. Roadway Easement across State Tax Forfeited Land - Hoffman and Graves Land Corporation
3. Utility Easement across State Tax Forfeited Land - Minnesota Power
4. Repurchase of State Tax Forfeited Land – Hantz
5. Contract for Management and Recycling of Used Tires
6. Agreement with Lake County for County Project 92761–Rumble Strips and Edge Striping 2012
7. Agreement for Construction of Sanitary Sewer on CSAH 48 (City of Hermantown)
8. Abatement List for Board Approval
9. Fire Alarm Control System Replacement/Upgrade – Hibbing Courthouse
10. Utility Easement across County Fee Land – Great River Energy
11. Acceptance of the 2011 Mass Sheltering Grant
12. Acceptance of the 2011 Homeland Security Buffer Zone Protection Program Grant
13. Radio Maintenance Service Agreements with Lake and Carlton Counties
14. Establish Public Hearing to Consider Off-Sale Intoxicating Liquor License – Fredenberg Township, Tuesday, March 13, 2012, 9:35 a.m., St. Louis County Courthouse, Duluth, MN

REGULAR AGENDA

Dahlberg/Forsman moved to approve a contract with Frattalone Companies, St. Paul, MN on their low bid of \$1,398,610.52 for Phase 6 of the Regional Landfill expansion. Administrator Kevin Gray said Phase 6 is to expand the landfill to include a 5.2-acre cell and work is scheduled to begin in spring 2012. Environmental Services Director Ted Troolin said the bid is close to the engineers estimate, adding the overall goal is to put good waste management practices in place and reduce the amount of waste going into the landfill. After further discussion, the motion passed. (7-0)

Sweeney/Jewell moved a resolution naming the new Joint Public Safety training room in honor of Ellen Louise Pence. Commissioner Sweeney said the Duluth City Council asked the county to join them in putting forth a resolution naming the training room in honor of Ellen Pence. Commissioner Sweeney said the domestic violence prevention model Ms. Pence developed is used in 17 countries and has literally helped millions of people. Commissioner O'Neil attended the memorial service for Ms. Pence and was struck by the comments of individuals whose lives were changed through Ms. Pence's model. After further discussion, the motion passed (7-0)

Jewell/Nelson moved to support legislation modifying wetland replacement requirements. Administrator Gray said the legislation modifies wetland requirements for counties with 80% or more of their pre-settlement wetlands remaining. The member counties of the Arrowhead Counties Association all have 80% of their pre-settlement wetland, and current state laws require replacing

wetlands affected by building activities, which creates a hardship for these counties, St. Louis County included. Commissioner Jewell said he has some concerns about the legislation, noting that it does not solve the problem, but does get the conversation started. After further discussion, the motion passed. (7-0)

Jewell/Nelson moved to approve amendments to the Civil Service Rules, without recommendation. Administrator Gray said most of changes are to clean up the format and modernize the language.

A recess was taken from 11:07 to 11:14 a.m. to change the video tapes.

Human Resources Director Jim Gottschald said the rule was originally adopted in 1943. Director Gottschald said the major changes include clarification of line of authority and appeals, and changing the tie-breaking system in the hiring process to a more merit based decision-making process. Other changes include cleaning up the language and making the rules better organized. After further discussion, the motion passed, (7-0) (without recommendation)

COMMISSIONER DISCUSSION ITEMS

Commissioner Sweeney noted that a public hearing will be held on March 13, 2012, for an off-sale liquor license, Fredenberg Township.

Commissioner Forsman attended the Annual MN Transportation Alliance Transportation Day held at the Kelly Inn, St. Paul, MN. Commissioner Nelson and Administrator Gray also attended the event. Commissioner Forsman said transportation infrastructure is paramount, highlighting the importance of transportation legislation. Governor Dayton also spoke at the event. Commissioner Nelson said bridge bonding is extremely important to St. Louis County, which will help bring jobs to the area.

Commissioner Sweeney attended the Township Officers Meeting in Cotton, MN where concerns were brought forth on recommendations from the Blue Ribbon Assessment Panel, including going to a county-based assessment system. Commissioner Sweeney also attended the Regional Radio Board meeting where concerns regarding Allied Radio Matrix for Emergency Response (ARMER) requirements for local/volunteer fire departments were discussed. Commissioner Sweeney said all emergency communication operations in St. Louis County need to move to the new system by January 1, 2013.

Commissioner Nelson distributed brochures for the “Hug a Ranger” campaign, which promotes the benefits Iron Range mining provides to the local and state economy. The brochures, along with pins, will be distributed at the St. Louis County/Duluth Days in St. Paul. Commissioner Nelson said there will also be an Iron Range mining press conference during the St. Louis County/Duluth Days.

At 11:54 a.m., Sweeney/Dahlberg moved to adjourn. (7-0)

Keith Nelson, Chair of the County Board

Patricia Stolee, Clerk of the County Board

BOARD LETTER NO. 12 – 89

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 1

BOARD AGENDA NO.

DATE: March 13, 2012

RE: Agreement with the Carlton-Cook-Lake-St. Louis Community Health Board to Carry Out State Health Improvement Program Objectives

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:

Our community will make healthy life choices, have safe food, water and air.

ACTION REQUESTED:

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

BACKGROUND:

This statewide program is a portion of the health reform legislation to address rising health care costs and lower the incidence of tobacco use and obesity. The CHB, along with the Aitkin-Itasca-Koochiching Community Health Board, conducted various programs throughout the region from 2009-2011. Statewide funds and strategy areas were reduced for 2012-2013 programs and statewide grantees were reduced from forty-one to eighteen.

The CHB was awarded \$904,960 to carry out specified preventive programming in the seven-county northeast region. Of this funding, \$132,631 has been allocated for St. Louis County to promote healthy food environments and increased physical activity environments in schools, primarily by addressing system and environmental change within the schools and communities. The CHB contracted with the Minnesota Department of Health to administer this funding and now the St. Louis County Public Health & Human Services (PHHS) Department would like to contract with the CHB for \$132,631 to hire a Public Health Nurse (PHN) to carry out the activities required in the January 3, 2012 to June 30, 2013 time frame. A 10% match requirement is specified in the contract and is included in the 2012 PHHS Budget. If the grant funding expires and is not renewed in June, 2013, the new PHN position will be terminated.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with the Carlton-Cook-Lake-St. Louis Community Health Board to receive \$132,631 for the period January 3, 2012 through June 30, 2013; and authorize the hiring of a Public Health Nurse I to carry out the duties specified by the Minnesota Department of Health.

Budget Reference:

Revenue Fund 230, Agency 233999, Object 530517, Grant 23304, Project 99999999, Year 2012.

Expenditure Fund 230, Agency 233999, Objects 640300, 642900, 633100, 610000, Grant 23304, Project 99999999, Year 2012.

**Agreement with the Carlton-Cook-Lake-St. Louis Community Health Board
to Carry Out State Health Improvement Program Objectives**

BY COMMISSIONER _____

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

WHEREAS, St. Louis County is part of a seven-county Community Health Board collaborative which has been awarded \$904,960 from the Minnesota Department of Health for the period January 3, 2012 to June 30, 2013; and

WHEREAS, St. Louis County's portion of \$132,631 will be used to fund 1.0 FTE Public Health Nurse (PHN) I to carry out activities in St. Louis County.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes acceptance of \$132,631 through a contract with the Carlton-Cook-Lake-St. Louis Community Health Board to carry out State Health Improvement Program objectives for the period January 3, 2012, through June 30, 2013, and authorizes the appropriate county officials to sign any associated contract documents.

RESOLVED FURTHER, that the St. Louis County Board authorizes the hiring of a Public Health Nurse (PHN) I to carry out the duties specified by the Minnesota Department of Health, and if the grant funding expires and is not renewed in June, 2013, the new PHN position will be terminated.

Budget Reference:

Revenue Fund 230, Agency 233999, Object 530517, Grant 23304, Project 99999999, Year 2012.

Expenditure Fund 230, Agency 233999, Objects 640300, 642900, 633100, 610000, Grant 23304, Project 99999999, Year 2012.

GRANT APPROVAL FORM

GRANT NAME: SHIP GRANT AMOUNT: \$132,631
 (STATEWIDE HEALTH IMPROVEMENT PROGRAM)
 GRANTOR: Carlton-Cook-Lake-St. Louis MATCH AMOUNT: \$13,263
COMMUNITY HEALTH BOARD
 FUND: 230 AGENCY: 233999 GRANT: 23304 GRANT YEAR: 2012
 AGENCY NAME: St. Louis County Public Health & Human Services
 CONTACT PERSON: Guy Peterson PHONE: 218-725-5267
 GRANT PERIOD: BEGIN DATE: 01-03-12 END DATE: 06-30-13
 STATE GRANT AWARD NUMBER OR FEDERAL CFDA # 39125 (award #)

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

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

GRANTS OF \$25,000 OR LESS

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

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

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

YES NO

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

County Auditor	<input type="text"/>	Date:	<input type="text"/>
County Administrator	<input type="text"/>	Date:	<input type="text"/>
County Attorney	<input type="text"/>	Date:	<input type="text"/>

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

NEW GRANTS GREATER THAN \$25,000

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

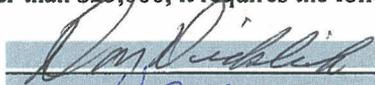
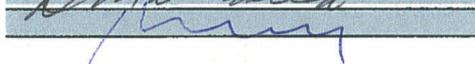
DOES THIS GRANT QUALIFY UNDER "GRANTS GREATER THAN \$25,000"?

YES NO

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

County Auditor

County Administrator

Date: 3-6-12

Date: 6-MAY-2012

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

RECURRING GRANTS GREATER THAN \$25,000

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

DOES THIS GRANT QUALIFY AS "RECURRING GRANTS GREATER THAN \$25,000"?

YES NO

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

County Auditor

County Administrator

Date: _____

Date: _____

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

BOARD LETTER NO. 12 - 90

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 2

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Landfill Environmental
Monitoring and Leachate
System Operations Contract

FROM: Kevin Z. Gray
County Administrator

Ted Troolin, Director
Environmental Services

RELATED DEPARTMENT GOAL:

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

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a three-year contract with Northeast Technical Services Inc. (NTS) of Virginia, MN for environmental monitoring and leachate system operations at the County Regional Landfill.

BACKGROUND:

The County's Regional Landfill was built in 1993 and expanded in 1995, 1999, 2002, 2004, and 2008 and will be expanded again in 2012 with the construction of Phase 6 (5.2 acres). The landfill incorporates sophisticated leachate collection and treatment systems. The leachate treatment system consists of:

1. Holding ponds where the leachate is stored and aerated to remove contaminants; and
2. A spray irrigation area where treated leachate is land applied onto an adjoining 22-acre field for further treatment.

Leachate quality must be monitored to ensure the proper treatment prior to land application. Soil conditions must also be monitored to ensure that proper treatment occurs once the leachate is applied. Additional monitoring is needed to ensure optimal performance of the overall system.

The Environmental Services Department also conducts extensive environmental monitoring to ensure that the landfill and leachate treatment systems perform as intended. This includes surface and groundwater monitoring, landfill liner integrity/leak detection monitoring, landfill gas emissions monitoring, and slope stability monitoring. This monitoring is stipulated in the county's landfill permit from the Minnesota Pollution Control Agency.

The department has contracted with NTS for operation of the leachate spray irrigation system and environmental monitoring and engineering services since the landfill was developed. NTS's proposal includes laboratory rates matching those found in the State of Minnesota Contract for Environmental Sampling and Laboratory Analysis. Under Minn. Stat. § Chapter 400, subd. 4, the county has the authority to negotiate for solid waste related services. The term of the proposed negotiated agreement is March 1, 2012 through December 31, 2014 with the county reserving the right to extend this contract for two (2) additional one (1) year terms at a maximum annual cost of \$84,060.40.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve a negotiated contract with Northeast Technical Services (NTS) of Virginia, MN in the annual amount of \$84,060.40 for environmental monitoring and leachate system operations and authorize the appropriate county officials to enter into a contract with NTS, subject to approval of the County Attorney, payable from Fund 600, Agency 607002 (Leachate).

Landfill Environmental Monitoring and Leachate System Operations Contract

BY COMMISSIONER _____

WHEREAS, the county requires a knowledgeable licensed contractor to operate the leachate treatment and spray irrigation system at the Regional Landfill; and

WHEREAS, the landfill operating permit requires comprehensive environmental monitoring; and

WHEREAS, Northeast Technical Services, Inc. (NTS) of Virginia, MN, is a local environmental firm with the expertise to perform all of the required monitoring and spray field operations activities; and

WHEREAS, NTS has been operating the Regional Landfill leachate treatment system and conducting leachate, ground water monitoring, and other monitoring satisfactorily since 1993; and

WHEREAS, NTS will perform the required monitoring at rates established through a competitive bid process conducted by the State of Minnesota for similar services.

NOW, THEREFORE, BE IT RESOLVED that the St. Louis County Board authorizes the appropriate county officials to enter into an agreement with Northeast Technical Services, Inc., of Virginia, MN subject to approval by the County Attorney, to perform required landfill monitoring and to operate the landfill's leachate system. The term of the Agreement shall be March 1, 2012 through December 31, 2014 with the county reserving the right to extend this contract for two (2) additional one (1) year terms at a maximum annual cost of \$84,060.40 payable from Fund 600, Agency 607002 (Leachate).

BOARD LETTER NO. 12 - 91

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 3

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Award of Bid: Broadcast
Application of Herbicides

FROM: Kevin Z. Grey
County Administrator

Robert Krepps, Land Commissioner
Land and Minerals

RELATED DEPARTMENT GOAL:

Maintaining and improving forest health and productivity.

ACTION REQUESTED:

The St. Louis County Board is requested to award a contract for broadcast application of herbicide.

BACKGROUND:

The 2012 Land and Minerals Department budget includes funding for treating 887 acres with ground applied herbicides for tree plantation site preparation and the release of existing conifer plantations. Vendors were notified of the request for bids through DemandStar. One bid was received from Future Forests Inc. of Askov, MN, for the amount of \$112,506. Purchasing Division and Land and Minerals Department staff have reviewed the bid and recommend award to Future Forests Inc.

RECOMMENDATION:

It is recommended that the St. Louis County Board award the contract for the broadcast application of herbicides to Future Forests Inc. of Askov, MN, at its bid of \$112,506, payable from Fund 290, Agency 290001, and authorize the appropriate county officials to enter into a contract with Future Forests Inc., subject to approval of the County Attorney.

Award of Bid: Broadcast Application of Herbicides

BY COMMISSIONER: _____

WHEREAS, the Land and Minerals Department plans to treat 887 acres with ground applied herbicides for tree plantation site preparation and the release of existing conifer plantations on state tax forfeited lands in the summer of 2012; and

WHEREAS, the Purchasing Division solicited bids for ground application of herbicides with Future Forests Inc. of Askov, MN, submitting the only bid in the amount of \$112,506.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to execute a contract with Future Forests Inc. of Askov, MN, for the chemical site preparation of 20 sites totaling 535 acres and the chemical release of 6 sites totaling 352 acres, in accordance with the specifications of Bid No. 5013, subject to approval of the County Attorney, at its bid price of \$112,506, payable from Fund 290, Agency 290001.

BOARD LETTER NO. 12 - 92

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 4

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Easement Request for Mesabi
Trail Segment A

FROM: Kevin Z. Gray
County Administrator

Robert Krepps, Land Commissioner
Land and Minerals

RELATED DEPARTMENTAL GOAL:

Performing public services.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a non-exclusive easement to the St. Louis and Lake Counties Regional Rail Authority to cross tax forfeited land in the Southwest Quarter, Section 19, Township 62 North, Range 14 West, Parcel No. 270-0010-03180 (Breitung, Eagles Nest Township).

BACKGROUND:

The St. Louis and Lake Counties Regional Rail Authority has requested a non-exclusive easement to use tax forfeited parcels for construction of the Mesabi Trail. Exercising this easement will not cause significant adverse environmental or natural resource management impacts and will not conflict with public use of the land.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a non-exclusive easement on state tax forfeited land to the St. Louis and Lake Counties Regional Rail Authority, conditioned upon payment of \$1,140 land use fee, and \$50 administrative fee; for a total of \$1,190, to be deposited into Fund 240 (Forfeited Tax Fund).

Easement Request for Mesabi Trail Segment A

BY COMMISSIONER _____

WHEREAS, St. Louis and Lake Counties Regional Rail Authority has requested an non-exclusive easement across state tax forfeited land for the Mesabi Trail; and

WHEREAS, exercising this easement will not conflict with public use of the land; and

WHEREAS, Minn. Stat. § 282.04, Subd. 4 authorizes the St. Louis County Auditor to grant easements for such purchases.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the St. Louis County Auditor, pursuant to Minn. Stat. § 282.04 Subd. 4 to grant a non-exclusive easement to St. Louis and Lake Counties Regional Rail Authority described as follows:

A 40.00 foot wide trail easement for ingress and egress purposes over, under and across the Southwest Quarter, Section 19, Township 62 North, Range 14 West, St. Louis County, Minnesota, the centerline of said 40.00 foot wide trail easement is described as follows:

COMMENCING at the southwest corner of said Southwest Quarter; thence North 00 degrees 25 minutes 24 seconds East, assigned bearing, along the west line of said Southwest Quarter a distance of 360.76 feet to the point of beginning of the centerline to be herein described; thence North 31 degrees 18 minutes 59 seconds East 361.74 feet; thence northeasterly 8.14 feet, along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 04 degrees 39 minutes 40 seconds; thence North 35 degrees 58 minutes 39 seconds East, tangent to said curve, 50.43 feet to a point hereinafter referred to as "Point A"; thence continue North 35 degrees 58 minutes 39 seconds East 81.11 feet; thence northeasterly 20.09 feet, along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 11 degrees 30 minutes 31 seconds; thence North 24 degrees 28 minutes 09 seconds East, tangent to said last described curve, 88.91 feet to a point hereinafter referred to as "Point B"; thence continue North 24 degrees 28 minutes 09 seconds East 34.04 feet; thence northeasterly 0.57 feet, along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 00 degrees 19 minutes 28 seconds; thence North 24 degrees 47 minutes 37 seconds East, tangent to said last described curve, 147.50 feet to a point hereinafter referred to as "Point C";

thence continue North 24 degrees 47 minutes 37 seconds East 47.13 feet;
thence northeasterly 7.37 feet, along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 04 degrees 13 minutes 21 seconds; thence North 20 degrees 34 minutes 16 seconds East, tangent to said last described curve, 10.17 feet to a point hereinafter referred to as "Point D";
thence continue North 20 degrees 34 minutes 16 seconds East 104.86 feet;
thence northeasterly 0.02 feet, along a tangential curve, concave to the northwest, having a radius of 100.03 feet and a central angle of 00 degrees 00 minutes 45 seconds; thence North 20 degrees 33 minutes 31 seconds East, tangent to said last described curve, 30.22 feet; thence northeasterly 35.72 feet, along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 20 degrees 27 minutes 59 seconds; thence North 41 degrees 01 minutes 30 seconds East, tangent to said last described curve, 57.47 feet; thence northeasterly 3.35 feet, along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 01 degrees 55 minutes 11 seconds; thence North 39 degrees 06 minutes 19 seconds East, tangent to said last described curve, 37.46 feet to a point hereinafter referred to as "Point E";
thence continue North 39 degrees 06 minutes 19 seconds East 265.98 feet;
thence northeasterly 10.90 feet, along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 06 degrees 14 minutes 42 seconds; thence North 45 degrees 21 minutes 01 seconds East, tangent to said last described curve, 190.39 feet; thence northeasterly 24.31 feet, along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 13 degrees 55 minutes 52 seconds; thence North 31 degrees 25 minutes 08 seconds East, tangent to said last described curve, 48.90 feet to a point hereinafter referred to as "Point F";
thence continue North 31 degrees 25 minutes 08 seconds East 175.43 feet to a point hereinafter referred to as "Point G";
thence continue North 31 degrees 25 minutes 08 seconds East 81.51 feet;
thence northeasterly 45.32 feet, along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 25 degrees 57 minutes 51 seconds; thence North 05 degrees 27 minutes 17 seconds East, tangent to said last described curve, 249.91 feet; thence northerly 7.27 feet, along a tangential curve, concave to the west, having a radius of 100.00 feet and a central angle of 04 degrees 10 minutes 03 seconds; thence North 01 degrees 17 minutes 14 seconds East, tangent to said last described curve, 289.29 feet to a point hereinafter referred to as "Point H";
thence continue North 01 degrees 17 minutes 14 seconds East 42.04 feet to a point on the north line of said Southwest Quarter, said point being 1063.00 feet easterly of the West Quarter Corner of said Section 19, and said described centerline there terminating.

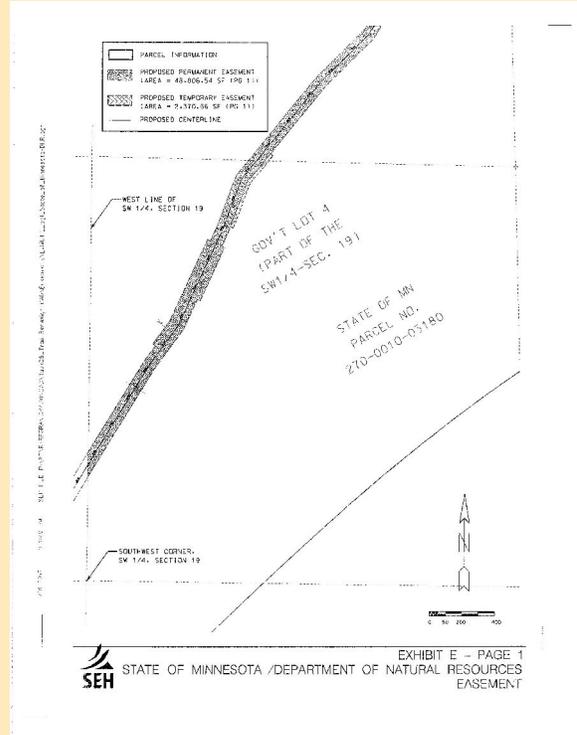
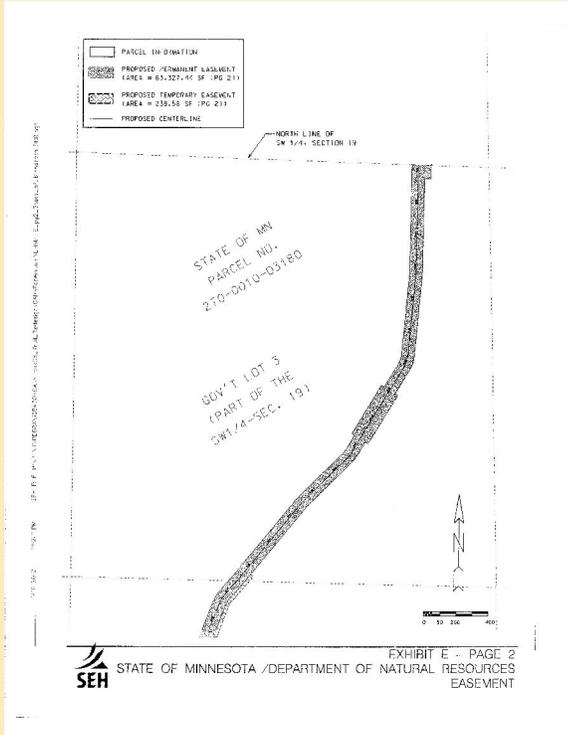
The sidelines of said 40.00 foot wide trail easement shall be prolonged or shortened to terminate of said west and north lines of the Southwest Quarter.

Together with a strip of land 10.00 feet in width northwesterly of and adjoining the above described 40.00 foot wide trail easement lying between a line drawn at a right angle from said "Point A" to a line drawn at a right angle from said "Point C", Together with a strip of land 10.00 feet in width southeasterly of and adjoining the above described 40.00 foot wide trail easement lying between a line drawn at a right angle from said "Point B" to a line drawn at a right angle from said "Point C". Together with a strip of land 10.00 feet in width northwesterly of and adjoining the above described 40.00 foot wide trail easement lying between a line drawn at a right angle from said "Point F" to a line drawn at a right angle from said "Point G". Together with a strip of land 10.00 feet in width southeasterly of and adjoining the above described 40.00 foot wide trail easement lying between a line drawn at a right angle from said "Point F" to a line drawn at a right angle from said "Point G". Together with a strip of land 20.00 feet in width easterly of and adjoining the above described 40.00 foot wide trail easement lying between a line drawn at a right angle from said "Point H" to said north line of the Southwest Quarter.

Proposed Temporary Easement

A strip of land 10.00 feet in width southeasterly of and adjacent to the above described 40.00 foot wide permanent trail easement lying between a line drawn at a right angle from said "Point D" to a line drawn at a right angle from said "Point E".

RESOLVED FURTHER, that the granting of this easement is conditioned upon payment of \$1,140 land use fee, and \$50 administration fee; for a total of \$1,190, to be deposited into Fund 240 (Forfeited Tax Fund).

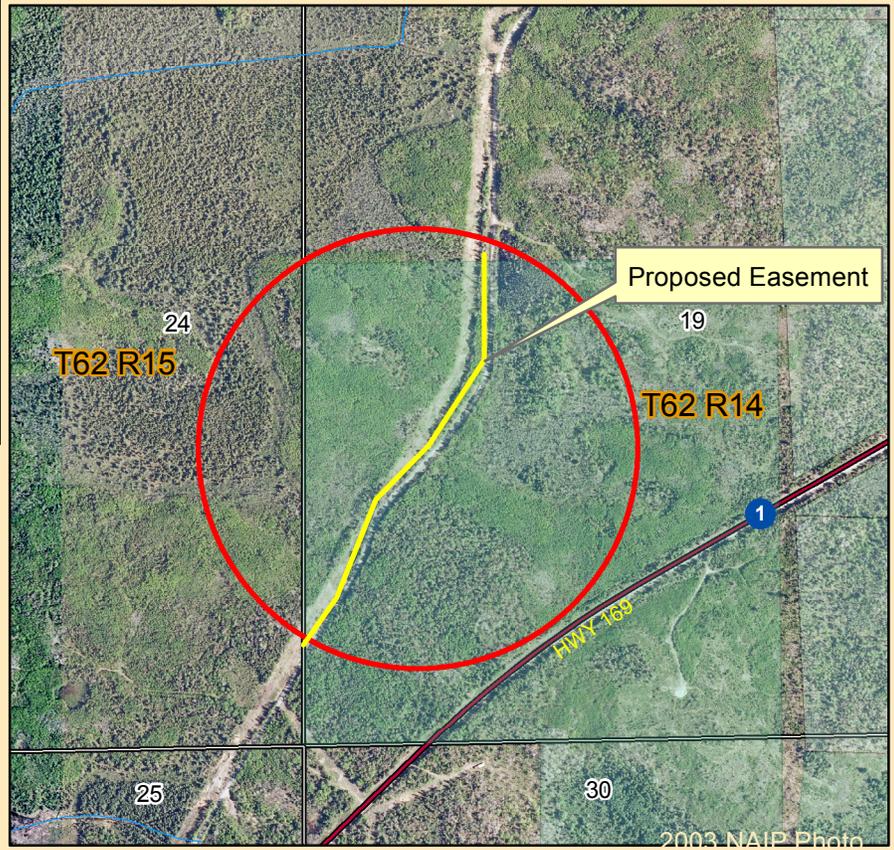


The Southwest Quarter, Section 19, Township 62 North, Range 14 West, St. Louis County, Minnesota.
Parcel No. 270-0010-03180 Govt Lots 3 and 4

Fourth Commissioner District

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

St. Louis County, Minnesota



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**St. Louis County
Land Department**

2/29/12

BOARD LETTER NO. 12 – 93

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 5

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Easement Request for Mesabi
Trail Segment B

FROM: Kevin Z. Gray
County Administrator

Robert Krepps, Land Commissioner
Land and Minerals

RELATED DEPARTMENTAL GOAL:

Performing public services.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a non-exclusive easement to the St. Louis and Lake Counties Regional Rail Authority to cross tax forfeited land in the Northeast Quarter of the Northeast Quarter, Section 19, Township 62 North, Range 14 West, Parcel No. 270-0010-03100 (Breitung, Eagles Nest Township).

BACKGROUND:

The St. Louis and Lake Counties Regional Rail Authority has requested a non-exclusive easement to use tax forfeited parcels for construction of the Mesabi Trail. Exercising this easement will not cause significant adverse environmental or natural resource management impacts and will not conflict with public use of the land.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a non-exclusive easement on state tax forfeited land to the St. Louis and Lake Counties Regional Rail Authority conditioned upon payment of \$640 land use fee, \$50 administrative fee, and \$46 recording fee; for a total of \$736, to be deposited into Fund 240 (Forfeited Tax Fund).

Easement Request for Mesabi Trail Segment B

BY COMMISSIONER _____

WHEREAS, St. Louis and Lake Counties Regional Rail Authority has requested an non-exclusive easement across state tax forfeited land for the Mesabi Trail; and

WHEREAS, exercising this easement will not conflict with public use of the land; and

WHEREAS, Minn. Stat. § 282.04, Subd. 4 authorizes the St. Louis County Auditor to grant easements for such purchases.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the St. Louis County Auditor, pursuant to Minn. Stat. § 282.04 Subd. 4 to grant a non-exclusive easement to St. Louis and Lake Counties Regional Rail Authority described as follows:

A 40.00 foot wide trail easement for ingress and egress purposes over, under and across the Northeast Quarter of the Northeast Quarter, Section 19, Township 62 North, Range 14 West, St. Louis County, Minnesota, the centerline of said 40.00 wide trail easement is described as follows:

COMMENCING at the northeast corner of said Northeast Quarter of the Northeast Quarter;
thence South 01 degrees 39 minutes 15 seconds East, assigned bearing, along the east line of said Northeast Quarter of the Northeast Quarter, a distance of 947.83 feet to the point of beginning of the centerline to be herein described;
thence westerly 43.77 feet, along a non-tangential curve, concave to the northeast, having a radius of 650.00 feet, a central angle of 03 degrees 51 minutes 30 seconds, a chord bearing of South 70 degrees 42 minutes 10 seconds West, and a chord distance of 43.76 feet to a point hereinafter referred to as "Point A";
thence continue westerly along said curve 123.02 feet, said curve having a radius of 650.00 feet and a central angle of 10 degrees 50 minutes 37 seconds to a point hereinafter referred to as "Point B";
thence continue westerly along said curve 215.22 feet, said curve having a radius of 650.00 feet and a central angle of 18 degrees 58 minutes 16 seconds;
thence North 77 degrees 33 minutes 12 seconds West, tangent to said curve, 701.52 feet; thence North 10 degrees 25 minutes 46 seconds East 35.79 feet to a point hereinafter referred to as "Point C";
thence northwesterly 108.61 feet, along a tangential curve, concave to the west, having a radius of 100.00 feet and a central angle of 62 degrees 13 minutes 54 seconds to a point hereinafter referred to as "Point D";

thence North 51 degrees 48 minutes 08 seconds West, tangent to said last described curve, 110.37 feet; thence northwesterly 22.40 feet, along a tangential curve, concave to the southwest, having a radius of 100.00 feet, and a central angle of 12 degrees 50 minutes 05 seconds; thence North 64 degrees 38 minutes 12 seconds West, tangent to said last described curve, 29.88 feet to a point hereinafter referred to as "Point E"; thence continue North 64 degrees 38 minutes 12 seconds West 22.37 feet; thence northwesterly 17.61 feet, along a tangential curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 10 degrees 06 minutes 10 seconds; thence North 54 degrees 32 minutes 02 seconds West, tangent to said last described curve, 18.47 feet; thence northwesterly 19.82 feet, along a tangential curve, concave to the southwest, having a radius of 100.00 feet, and a central angle of 11 degrees 21 minutes 15 seconds; thence North 65 degrees 53 minutes 17 seconds West, tangent to said last described curve, 40.67 feet to the west line of said Northeast Quarter of the Northeast Quarter and said described centerline there terminating.

The sidelines of said 40.00 foot wide trail easement shall be prolonged or shortened to terminate on said east and west lines of the Northeast Quarter of the Northeast Quarter.

Together with a strip of land 15.00 feet in width southerly of and adjacent to the above described 40.00 foot wide trail easement lying between the southerly extension of a line drawn between said "Point A" to its radius point and a line drawn between said "Point B" to its radius point.

Together with a strip of land 5.00 feet in width westerly of and adjacent to the above described 40.00 foot wide trail easement lying between a line drawn between said "Point C" to its radius point and a line drawn between said "Point D" to its radius point.

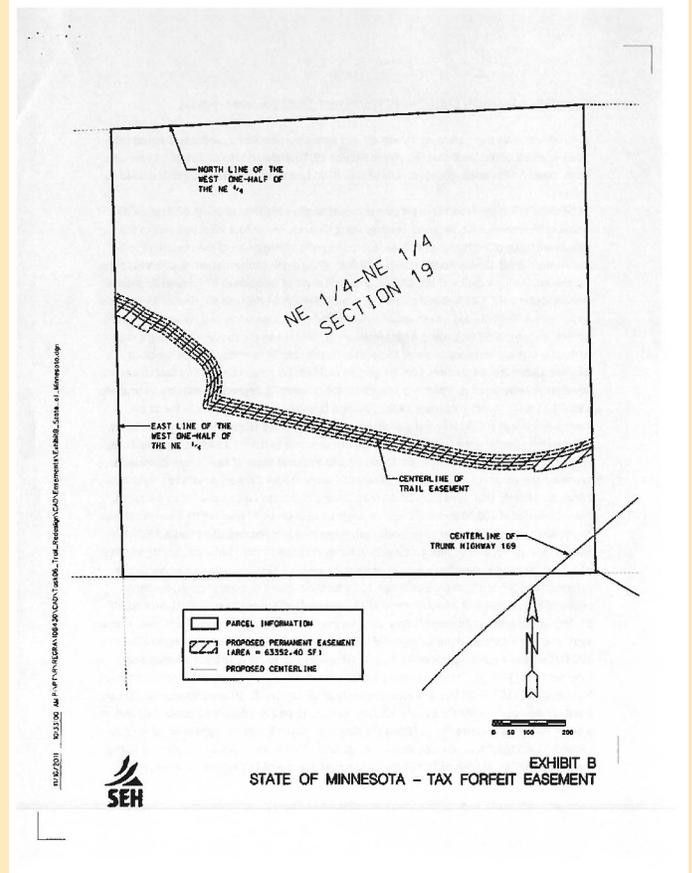
Together with a strip of land 15.00 feet in width southwesterly of and adjacent to the above described 40.00 foot wide trail easement lying between a line drawn at a right angle from said "Point E" and said west line of the Northeast Quarter of the Northeast Quarter.

RESOLVED FURTHER, that the granting of this easement is conditioned upon payment of \$640 land use fee, \$50 administration fee, and \$46 recording fee; for a total of \$736, to be deposited into Fund 240 (Forfeited Tax Fund).



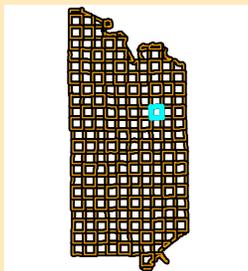
The Northeast Quarter of the Northeast Quarter, Section 19, Township 62 North, Range 14 West, LESS AND EXCEPT Trunk Highway Number 169

Parcel No. 270-0010-03100

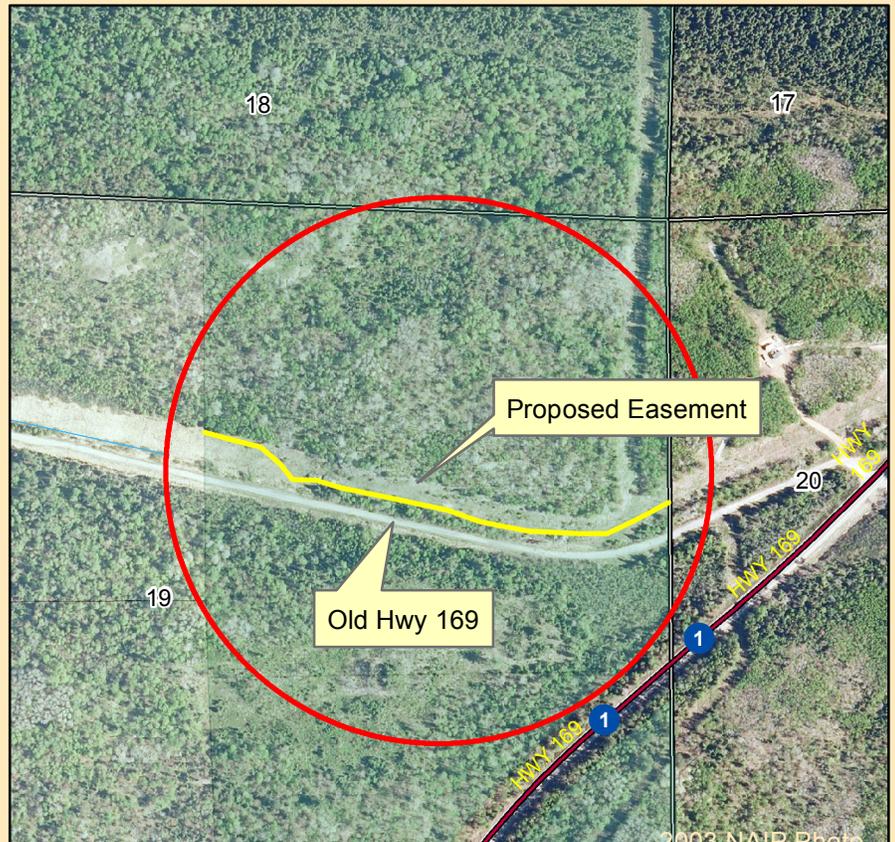


Fourth Commissioner District

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



St. Louis County, Minnesota



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St. Louis County
Land Department



2/29/12

BOARD LETTER NO. 12 - 94

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 6

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Roadway Easement across
State Tax Forfeited Land -
Mining Resources, LLC

FROM: Kevin Z. Gray
County Administrator

Robert Krepps, Land Commissioner
Land and Minerals

RELATED DEPARTMENTAL GOAL:

Performing public services.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a roadway easement across state tax forfeited land to Mining Resources, LLC, in Section 26, Township 58 North, Range 20 West (Balkan Township).

BACKGROUND:

Mining Resources, LLC has requested a 66-foot wide roadway easement for ingress and egress to its scam mining site near Chisholm. Minn. Stat. § 282.04, Subd. 4(a) authorizes the St. Louis County Auditor to grant easements for such purposes. The proposed easement is expected to encumber approximately 1.44 acres. Exercising the easement will not cause significant adverse environmental or natural resource management impacts.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a roadway easement across state tax forfeited land to Mining Resources, LLC upon payment of \$670 per acre plus fees, to be deposited into Fund 240 (Forfeited Tax Fund).

Roadway Easement across State Tax Forfeited Land - Mining Resources, LLC

BY COMMISSIONER _____

WHEREAS, Mining Resources, LLC has requested a roadway easement across state tax forfeited land for ingress and egress to its mining site near Chisholm, MN; and

WHEREAS, exercising the easement will not cause significant adverse environmental or natural resource management impacts; and

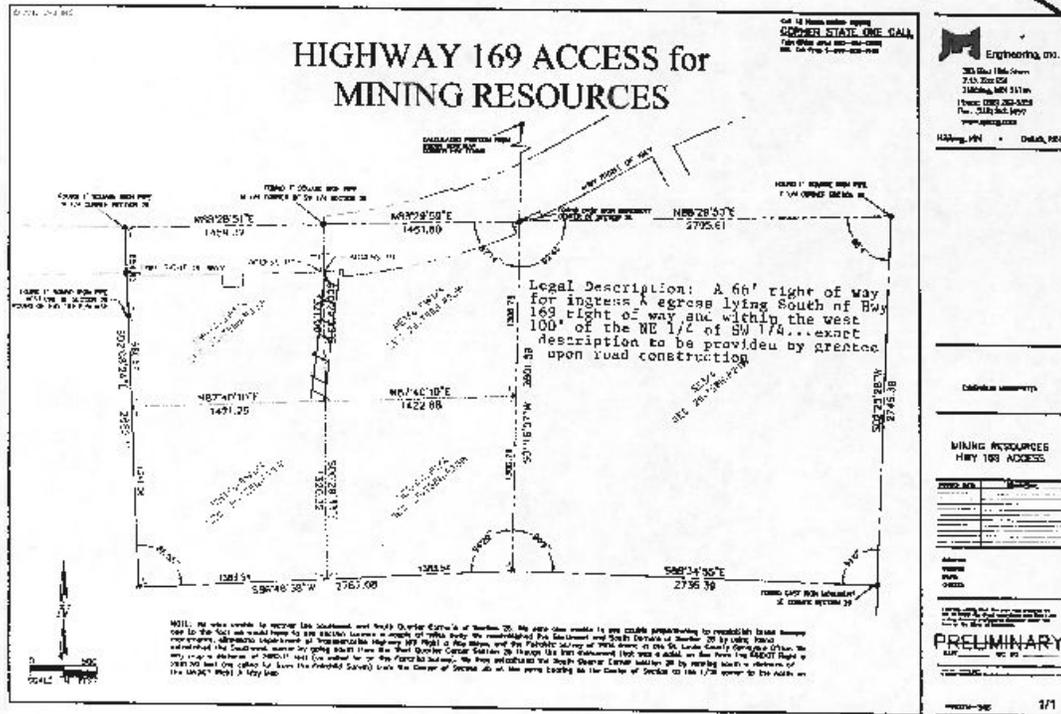
WHEREAS, Minn. Stat. § 282.04, Subd. 4(a) authorizes the St. Louis County Auditor to grant easements for such purposes.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the St. Louis County Auditor to grant a roadway easement to Mining Resources, LLC located in Section 26, Township 58 North, Range 20 West (Balkan Township).

RESOLVED FURTHER, that the granting of this easement is conditioned upon payment of \$670 per acre plus fees, to be deposited into Fund 240 (Forfeited Tax Fund).

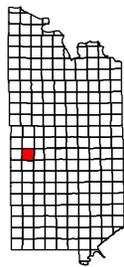


St. Louis County Land and Minerals Department



Legend

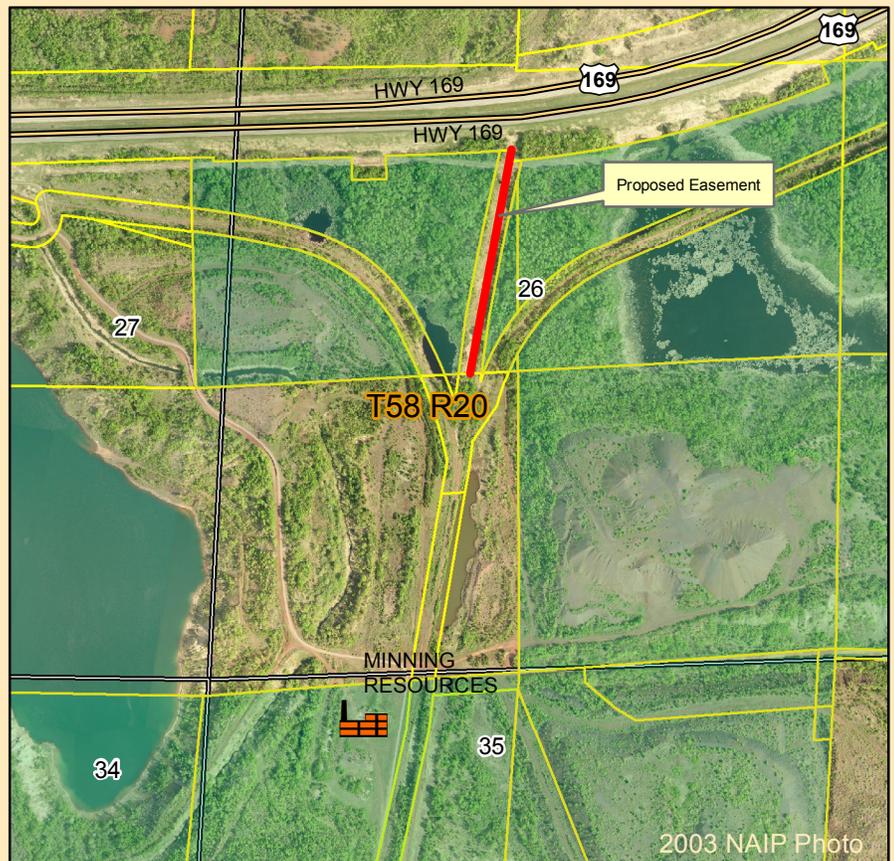
- State Tax Forfeited Land
- Water
- Road
- Area of Interest
- Tract



St. Louis County, Minnesota

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St. Louis County



2003 NAIP Photo

Removal and Cleanup of Abandoned Personal Property

BY COMMISSIONER _____

WHEREAS, Minn. Stat. § 282.04, Subd. 2(d) and 504B.271 authorizes the County Auditor to dispose of abandoned personal property; and

WHEREAS, the St. Louis County Land and Minerals Department requests authorization to dispose of abandoned personal property on state tax forfeited parcels described in County Board File No. _____; and

WHEREAS, the previous owners of the properties were properly notified by posting of property or by mail.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the County Auditor to dispose of abandoned personal property on state tax forfeited parcels described in County Board File No. _____.

Tax Forfeitures - Nonplatted Lands

06-Mar-12

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
Ault Township										
55	12	23	RY RT OF WAY ACROSS W 1/2 OF SEC 23	230	10	4000	9.1	N	12/7/2011	71680
55	12	26	RY RT OF W ACROSS SECTION 26	230	10	4520	14.91	N	12/7/2011	71681
55	12	35	RY RT OF WAY ACROSS NE 1/4	230	10	5860	6.3	N	12/7/2011	71682
55	12	36	RY RT OF W ACROSS W 1/2 OF SEC 36	230	10	6110	8.51	N	12/7/2011	71683
Balkan Township										
58	20	8	PART OF ABANDONED RY RT OF W IN NW1/4 OF SE1/4 WHICH LIES N & W OF THE NWLY LINE OF HWY NO 67 AS HWY EXISTED ON JUNE 1 1944 EX PART DESC AS ASSUMING THE N LINE OF FORTY TO RUN S85DEG17"W FROM THE NE COR & BEG ON SAID LINE WHICH IS 531 FT W OF THE NE COR THENCE CONT S85DEG17"W 137.90 FT THENCE S48DEG14'E 484.48 FT TO THE INTERSECTION WITH THE W R/W OF CO RD NO 84 THENCE NWLY ALONG THE R O W OF THE HWY 309.78 FT SUCH R O W BEING AN ARC AND THE CHORD BEARING FOR THIS ARC IS N29000 21' 13"W THE DISTANCE IS 309.22 FT AND THE RADIUS IS 1465.40 FT THENCE N48DEG14'W 96.95 FT TO THE PT OF BEG	235	10	1371	0.34	N	12/7/2011	71684
City Of Duluth										
49	15	2	W 300.81 FT OF SE1/4	10	2741	632	18	N	12/7/2011	71776
50	14	21	SLY 87 FT OF NLY 660 FT OF ELY 165 FT OF NE 1/4 OF SW 1/4	10	2710	6002	0.33	N	12/7/2011	71665
City Of Gilbert										
58	17	34	UND 1/2 THAT PART OF LOT 2 FORMERLY LOTS 2 AND 3 BLOCK 16 SPARTA	60	55	95	0.08	Y	12/7/2011	71732

Stock Piles: Description is Highlighted

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
58	17	34	UND 1/2 THAT PART OF LOT 2 FORMERLY LOTS 2 AND 3 BLOCK 16 SPARTA	60	55	96	0.08	Y	12/7/2011	71733
City Of Hibbing										
56	20	9	E 100 FT OF THAT PART OF NW 1/4 OF NW 1/4 LYING S OF LITTLE SWAN ROAD	141	10	1676	1	N	12/7/2011	71747
56	20	9	PART OF NW1/4 OF NW1/4 BEG 200 FT W OF SE COR THENCE W 242 FT THENCE N 604 FT THENCE SELY AT AN ANGLE OF 63DEG30' 271 FT THENCE S 480 FT TO PT OF BEG INC W 100 FT OF E 200 FT	141	10	1677	4	N	12/7/2011	71748
57	20	16	NE1/4 OF NW1/4	141	20	2230	40	N	12/7/2011	71749
57	21	25	PART OF NE1/4 OF SW1/4 COMM AT SW COR OF LOT 4 BLK 1 LIND PARK SUB THENCE N00DEG42'27"W ALONG W LINE OF LOT 4 217.34 FT TO N LINE OF NE1/4 OF SW1/4 AND PT OF BEG THENCE S89DEG17' 33"W ALONG N LINE 115 FT THENCE S00DEG42'27"E 72.34 FT TO N LINE OF PLATTED BLK 1 ALLEY THENCE N89DEG17'33"E ALONG SAID ALLEY 115 FT THENCE N00DEG42'27"W 72.34 FT TO PT OF BEG	139	50	4833	0.19	N	12/7/2011	71744
57	21	27	PART OF SW1/4 OF NW1/4 LYING N OF HWY 169 & E OF RY R/W	141	50	5291	1.78	N	12/7/2011	71750
58	21	6	LOT 1	141	60	790	40.35	N	12/7/2011	71751
58	21	6	LOT 2	141	60	800	40.25	N	12/7/2011	71752
City Of Mt. Iron										
58	18	10	PART OF NW1/4 OF SW1/4 LYING ELY OF DM&IR RR RT OF WAY & PART OF NE1/4 OF SW1/4 LYING WLY OF CO RD 102 RT OF WAY & N OF N LINE OF EXISTING RAILROAD WACOOTAH SPUR RT OF WAY & PART OF SW1/4 OF SW1/4 LYING ELY OF DM&IR RR RT OF WAY & NLY OF N LINE OF EXISTING RAIL ROAD WACOOTAH SPUR RT OF WAY EX HWY RT OF WA	175	70	1270	52.48	N	12/7/2011	71675

Stock Piles: Description is Highlighted

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
58	18	10	EX THAT PART OF NW1/4 OF SW1/4 & SW1/4 OF SW1/4 COMM AT NE COR OF NW1/4 OF SW1/4 THENCE S00DEG51'26"W ASSIGNED BEARING ALONG E LINE 853.51 FT TO PT OF BEG THENCE CONT S00DEG51'26"W ALONG E LINE 97.65 FT THENCE S65DEG07'39"W 251.23 FT THENCE S53DEG47'55"W 221.29 FT THENCE S28DEG46'58"W 146.92 FT TO N LINE OF SW1/4 OF SW1/4 THENCE CONT S28DEG46'58"W 47.45 FT THENCE S18DEG57'17"W 88.91 FT THENCE S33DEG08'30"W 121.43 FT THENCE S43DEG34'04"W 62.81 FT THENCE N85DEG26'13"W 86.86 FT THENCE N59DEG24'12"W 85.11 FT THENCE N34DEG18'34"W 74.90 FT THENCE N04DEG15'24"W 174.64 FT TO N LINE OF SW1/4 OF SW1/4 THENCE CONT N04DEG15'24"W 203.12 FT THENCE N20DEG40'31"W 77.58 FT THENCE N42DEG54'35"W 165.96 FT THENCE N37DEG39'35"W 226.53 FT THENCE S90DEG00'00"E 1054.39 FT THENCE S36DEG45'35"E 158.07 FT TO PT OF BEG & EX ALL THAT PART OF NW1/4 OF SW1/4 & SW1/4 OF SW1/4 COMM AT NE COR THENCE S00DEG51'26"W ASSIGNED BEARING ALONG E LINE OF NW1/4 OF SW1/4 726.86 FT THENCE W 1150.88 FT TO PT OF BEG THENCE CONT W 29.60 FT THENCE S14DEG30'16"E 342.64 FT THENCE SELY ALONG A TANGENTIAL CURVE 697.23 FT RADIUS OF 2120.96 FT AND A CENTRAL ANGLE OF 18DEG50'06" THENCE S33DEG20'22"E TANGENT TO SAID CURVE 160.16 FT THENCE N00DEG47'37"W 244.63 FT THENCE N59DEG24'12"W 85.11 FT THENCE N34DEG18'34"W 74.90 FT THENCE N04DEG15'24"W 174.64 FT TO N LINE OF SW1/4 OF SW1/4 THENCE CONT N04DEG15'24"W 203.12 FT THENCE N20DEG40'31"W 77.58 FT THENCE N42DEG54'35"W 165.96 FT THENCE N37DEG	175	70	1270	52.48	N	12/7/2011	71675

Stock Piles: Description is Highlighted

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
58	18	10	39'35"W 226.53 FT TO PT OF BEG	175	70	1270	52.48	N	12/7/2011	71675
58	18	22	SLY 66 FT OF NE1/4 OF NW1/4	175	71	3002	2.01	N	12/7/2011	71676
58	18	22	W 1/2 OF SE 1/4 OF NW 1/4 LYING NLY OF SLY 200 FT EXEMPT 10 ACRES TACONITE	175	71	3032	17	N	12/7/2011	71677
Cotton Township										
54	16	4	THAT PART OF SE 1/4 OF SE 1/4 LYING NORTH AND EAST OF RY	305	10	685	1.05	N	12/7/2011	71685
Ellsburg Township										
55	16	34	LOTS 9 AND 10	320	10	5550	0.52	N	12/7/2011	71689
Gnesen Township										
52	14	9	LOT 6	375	10	1690	0.17	N	12/7/2011	71692
53	14	5	NE 1/4 OF NE 1/4	375	20	660	31.1	N	12/7/2011	71670
Grand Lake Township										
51	16	7	THAT PART OF NW1/4 OF NE1/4 LYING NWLY OF CENTERLINE OF BEAVER LAKE RD (TWN RD #5651) EX THAT PART OF NW1/4 OF NE1/4 & SW1/4 OF NE1/4 COMM AT NW COR OF NE1/4 OF SEC 7 THENCE S ALONG W LINE OF NE1/4 520 FT TO PT OF BEG THENCE CONT S ALONG W LINE TO INTERSECTION WITH CENTERLINE OF BEAVER LAKE RD THENCE NELY ALONG CENTERLINE OF BEAVER LAKE RD 1050.00 FT THENCE WLY ALONG A STRAIGHT LINE TO PT OF BEG & EX RD R/W	380	10	1371	13.41	N	12/7/2011	71667
Greenwood Township										
62	16	18	W 330 FT OF ELY 1367 FT OF LOT 5	387	10	1761	10	N	12/7/2011	71693
62	16	18	LOT 6	387	10	1770	51.39	N	12/7/2011	71694
Hermantown Township										
50	15	14	THAT PART OF NW1/4 OF SW1/4 LYING SLY OF N 175 FT AND LYING NLY & NWLY OF THE FOLLOWING	395	10	4112	3.27	N	12/7/2011	71698

Stock Piles: Description is Highlighted

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
50	15	14	LINE COMM AT NW COR OF FORTY THENCE S ALONG W LINE 502 FT TO PT OF BEG THENCE E 575 FT THENCE NELY DEFLECTING 51DEG30' TO THE LEFT TO S LINE OF N 175 FT EX NLY 250 FT OF WLY 383 FT LYING S OF N 125 FT & EX SLY 125 FT OF WLY 383 FT OF NLY 375 FT	395	10	4112	3.27	N	12/7/2011	71698
50	15	14	N 175 FT OF NW1/4 OF SW1/4 EX WLY 383 FT	395	10	4114	3.77	N	12/7/2011	71699
50	15	26	WLY 190 FT OF NLY 417 42/100 FT OF NW 1/4 OF NE 1/4	395	10	7654	1.82	N	12/7/2011	71700
Linden Grove Township										
62	20	7	LOT 4 EX E 250 FT OF S 435.6 FT EX SLY 660 FT OF WLY 660 FT	430	10	1120	20.86	N	12/7/2011	71704
Morse Township										
63	12	32	FORMER RY R/W ACROSS SEC 32 EX NLY 50 FT STRIP OF R/W IN NW1/4 OF SW1/4 PARALLEL TO AND ADJ THAT PART LYING NLY OF RY R/W & EX ALL RY R/W IN LOT 1 & EX RY R/W THAT IS PARALLEL TO & 50 FT DISTANT FROM THE GRANTEES PRESENT PROPERTY LINE IN THE SW1/4 OF NE1/4 AND GOVT LOT 2 & EX SLY 50 FT OF R/W ADJ THAT PART OF SW1/4 OF NE1/4 LYING SLY OF DM&IR RY AND WLY OF E 140 FT & EX PART COMM AT A PT ON E LINE OF SW1/4 OF NE1/4 INTERSECTING THE CENTERLINE OF THE FORMER RY RT OF WAY BEING THE PT OF BEG THENCE S ALONG E LINE TO A PT 50 FT PERPENDICULARLY FROM THE CENTERLINE OF RT OF W THENCE SW 140 FT ALONG THE S RT OF W THENCE NLY TO THE CENTERLINE OF THE RT OF WAY THENCE NELY ALONG THE CENTERLINE TO THE PT OF BEG	465	20	4719	9.98	N	12/7/2011	71705
Pike Township										

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
60	16	26	W1/2 OF SE1/4 OF SW1/4 EX SLY 537.05 FT OF WLY 610 FT & EX HWY EASEMENT AND EX N 782.95 FT	505	15	3900	0.55	N	12/7/2011	71706
Portage Township										
66	18	4	S1/2 OF W1/2 OF LOT 3	510	40	536	10.12	N	12/7/2011	71707
Rice Lake Township										
51	14	21	W 1/2 OF SW 1/4 OF SE 1/4 OF SE 1/4 EX WLY 132 FT	520	15	660	3	N	12/7/2011	71708
Sandy Township										
60	17	32	E 1/2 OF SW 1/4 OF NW 1/4 EX W 275 FT OF E 400 FT AND EX W 260 FT	525	20	830	3.76	N	12/7/2011	71710
Unorganized Township										
55	21	5	LOT 5 EX RY R.O.W 4.80 AC & EX ALL THAT PART OF GOVT LOTS 4 & 5 DESCRIBED AS FOLLOWS COMM AT SW COR OF GOVT LOT 4 THENCE S89DEG20'56"E ALONG S LINE 617.03 FT TO NELY R.O.W. OF DM&IR RY THENCE S46DEG15'37"E ALONG R.O.W. 136.06 FT TO PT OF BEG THENCE CONT ALONG R.O.W. 280 FT TO ELY BANK OF CREEK THENCE NELY ALONG BANK 500 FT TO SHORE OF SAND LAKE THENCE NWLY ALONG SHORE 300 FT TO A PT THAT BEARS N09DEG08'09E FROM PT OF BEG THENCE S09DEG08'09"W 415 FT TO TO OF BEG & EX THAT PART OF GOVT LOTS 4 & 5 COMM AT SW COR OF GOVT LOT 4 THENCE S89DEG20'56"E ALONG S LINE 617.03 FT TO NELY R/W OF DM&IR RR THENCE N46DEG15'37"E ALONG R/W 136.06 FT TO PT OF BEG THENCE N46DEG15'37"W ALONG SAID R/W 546.79 FT THENCE N24DEG59'34"E 365 FT MORE OR LESS TO SHORE OF SAND LAKE THENCE SELY ALONG SHORE 550 FT MORE OR LESS TO A PT THAT BEARS	752	10	770	0.63	N	12/7/2011	71662

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
55	21	5	N09DEG08'09"E FROM PT OF BEG THENCE S09DEG 08'09"W 415 FT TO PT OF BEG & EX THAT PART OF GOVT LOT 5 BEG AT SE COR THENCE NLY ALONG E LINE OF GOVT LOT 5 TO ITS INTERSECTION WITH SWLY RW LINE OF DM&IR RY THENCE NWLY ALONG RW TO ITS INTERSECTION WITH ELY LINE OF CREEK RUNNING BETWEEN COONS LAKE & SAND LAKE THENCE SLY ALONG SAID CREEK LINE TO SHORELINE OF COONS LAKE THENCE IN A SLY DIRECTION ALONG SHORELINE TO ITS INTERSECTION WITH S LINE OF LOT 5 THENCE ELY ALONG S LINE TO PT OF BEG EX PART PLATTED AS ITKONEN	752	10	770	0.63	N	12/7/2011	71662
61	13	5	S1/2 OF S1/2 OF NW1/4 OF SE1/4	625	10	711	10	N	12/7/2011	71661
Wuori Township										
59	17	3	E1/2 OF SW1/4 OF SE1/4 EX N 417.4 FT OF E 313.1 FT & EX NLY 517.4 FT OF WLY 313.1 FT	580	10	560	13.28	N	12/7/2011	71658
59	17	3	BEGINNING AT SW CORNER OF SE 1/4 OF SE 1/4 RUNNING THENCE N 417 3/12 FT THENCE E 208 7/12 FT THENCE S 417 3/12 FT THENCE W 208 7/12 FT TO POINT OF BEGINNING	580	10	590	2	N	12/7/2011	71659

New Tax Forfeitures - Platted Lands

16-Dec-11

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	134	590	AUDITORS PLAT NO 21 DULUTH	13	1	LOT: 0001 BLOCK:013	N	12/7/2011	71753
10	168	140	ANDREWS DIVISION FIRST ADDITION DULUTH	0		OUTLOT C	N	12/7/2011	71754
10	168	150	ANDREWS DIVISION FIRST ADDITION DULUTH	8		OUTLOT D	N	12/7/2011	71755
10	265	20	BOEHM ACRE TRACTS ADDITION DULUTH		2	LOT: 0002	N	12/7/2011	71756
10	370	880	CARLTON PLACE ADDITION TO DULUTH	11	4	LOT: 04 BLOCK:011	N	12/7/2011	71757
10	385	10	CEDAR RIDGE ESTATES CITY OF DULUTH	1	1	LOT 1 BLOCK 1	N	12/7/2011	71758
10	385	150	CEDAR RIDGE ESTATES CITY OF DULUTH	2	9	LOT 9 BLOCK 2	N	12/7/2011	71759
10	530	90	CITY HOME ACRES DULUTH	1	9	LOT: 09 BLOCK:001	N	12/7/2011	71760
10	530	100	CITY HOME ACRES DULUTH	1	10	LOT: 10 BLOCK:001	N	12/7/2011	71761
10	530	110	CITY HOME ACRES DULUTH	1	11	LOT: 11 BLOCK:001	N	12/7/2011	71762
10	760	1760	CRESCENT VIEW PARK DULUTH	12	0	LOT 14 AND SLY 1/2 OF LOT 15	N	12/7/2011	71763
10	880	1750	DULUTH HEIGHTS 5TH DIVISION	6		LOTS 20 THRU 22	N	12/7/2011	71764
10	1120	4460	DULUTH PROPER SECOND DIVISION	50	370	N 35FT OF E 48 1/2 FT	N	12/7/2011	71765
10	1120	4466	DULUTH PROPER SECOND DIVISION	50		N 70 FEET OF W 1 1/2 FEET OF LOT 370 AND N 70 FEET OF E 1/2 OF LOT 372	N	12/7/2011	71766
10	1350	4130	DULUTH PROPER THIRD DIVISION	105		LOTS 165 AND 167	N	12/7/2011	71767
10	1350	13510	DULUTH PROPER THIRD DIVISION	160	89	W 1/2	N	12/7/2011	71768
10	1350	14410	DULUTH PROPER THIRD DIVISION	165	0	LOT 61 EX PART TAKEN FOR BLVD & EX PART PLATTED AS CIC #82 SUPERIOR VISTA CONDOMINIUM	N	12/7/2011	71769
10	1600	1080	FOND DU LAC SECOND STREET DULUTH	0	28	LOT: 0028 BLOCK:000	N	12/7/2011	71663
10	1600	1090	FOND DU LAC SECOND STREET DULUTH	0	30	LOT: 0030 BLOCK:000	N	12/7/2011	71664
10	1600	1290	FOND DU LAC SECOND STREET DULUTH	0	70	LOT 70 EX ELY 10 FT	N	12/7/2011	71770
10	1790	5470	GARY CENTRAL DIVISION DULUTH	73	0	LOT 1	N	12/7/2011	71771
10	1800	2180	GARY FIRST DIVISION DULUTH	12	28	LOT: 0028 BLOCK:012	N	12/7/2011	71772
10	1800	6280	GARY FIRST DIVISION DULUTH	27	9	LOT: 0009 BLOCK:027	N	12/7/2011	71773

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	1800	9260	GARY FIRST DIVISION DULUTH	36	31	LOT: 0031 BLOCK:036	N	12/7/2011	71774
10	2010	3630	GREYSOLON FARMS 1ST DIVISION OF DULUTH	14	0	WLY 1/2 OF LOTS 13 THRU 16	N	12/7/2011	71775
10	2770	80	LAKESIDE COURT DULUTH	2	2	LOT: 0002 BLOCK:002	N	12/7/2011	71777
10	2930	770	LINCOLN PARK VIEW DULUTH	4	18	LOT: 0018 BLOCK:004	N	12/7/2011	71778
10	3080	1070	ALTERED PLAT LONDON PARK ADDITION TO DULUTH	4	0	LOTS 15, 16, AND NLY 46 FT OF LOTS 17 AND 18	N	12/7/2011	71779
10	3180	890	MAPLE GROVE ACRE TRACTS OF DULUTH	4	16	EX THAT PART TAKEN FOR THE CENTRAL HIGHWAY	N	12/7/2011	71780
10	3510	9630	NORTONS FAIRMOUNT PARK DIV OF DULUTH	41	0	LOTS 12 THRU 16 EX NW 10 FT & EX THAT PART OF LOT 12 LYING SWLY OF THE FOLLOWING DESCRIBE LINE BEG AT A PT ON THE NWLY LINE OF LOT 12 WHICH PT IS 12.50 FT NELY OF THE MOST WLY COR OF LOT 12 THENCE SELY 12.50 FT DISTANT FROM AND PARALLEL TO THE SWLY LINE OF LOT 12 TO THE SELY LINE OF LOT 12 THERE TERMINATING	N	12/7/2011	71668
10	3850	1300	PORTLAND DIVISION OF TOWN OF DULUTH	128	14	LOT: 0014 BLOCK:128	N	12/7/2011	71781
10	3907	30	REGISTERED LAND SURVEY NO 50 DULUTH	0	0	TRACT C	N	12/7/2011	71782
10	4250	340	SUMMIT PARK DIVISION OF DULUTH	9	0	LOTS 1 THRU 3	N	12/7/2011	71783
10	4250	370	SUMMIT PARK DIVISION OF DULUTH	9	0	LOTS 4 THRU 12	N	12/7/2011	71784
10	4250	650	SUMMIT PARK DIVISION OF DULUTH	10	16	LOT: 0016 BLOCK:010	N	12/7/2011	71785
10	4250	730	SUMMIT PARK DIVISION OF DULUTH	12	0	LOTS 1 THRU 4	N	12/7/2011	71786
10	4250	810	SUMMIT PARK DIVISION OF DULUTH	12	0	LOTS 9 THRU 16	N	12/7/2011	71787
10	4260	250	REARRANGEMENT PART OF SUMMIT PARK DIVISION DU	3	7	LOT: 0007 BLOCK:003	N	12/7/2011	71788
10	4260	370	REARRANGEMENT PART OF SUMMIT PARK DIVISION DU	4	22	LOT: 0022 BLOCK:004	N	12/7/2011	71789
10	4440	120	WALBANKS 3RD STREET REARRANGEMENT DULUTH	1	0	W 37 1/2 FT OF E 75 FT OF LOTS 1 THRU 5	N	12/7/2011	71790
10	4480	3726	WEST DULUTH 2ND DIVISION	102	11	UND 1/2 SLY 9 FEET	Y	12/7/2011	71791
10	4480	3731	WEST DULUTH 2ND DIVISION	102	12	UND 1/2	Y	12/7/2011	71712
10	4480	3741	WEST DULUTH 2ND DIVISION	102	13	UND 1/2	Y	12/7/2011	71713
10	4480	3761	WEST DULUTH 2ND DIVISION	102	15	UND 1/2	Y	12/7/2011	71714
10	4480	3771	WEST DULUTH 2ND DIVISION	102	16	UND 1/2	Y	12/7/2011	71715
10	4500	880	WEST DULUTH 4TH DIVISION	79	0	ELY 62 1/2 FT OF LOTS 1 THRU 4	N	12/7/2011	71716

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	4570	480	WEST PARK DIVISION OF DULUTH	5	12	LOT: 0012 BLOCK:005	N	12/7/2011	71717
10	4646	120	WOODHAVEN 2ND REARR NASHVILLE DIV OF DULUTH	1	12	LOT: 0012 BLOCK:001	N	12/7/2011	71669
15	10	840	BIWABIK	15	4	LOT: 0004 BLOCK:015	N	12/7/2011	71718
15	59	30	REGISTERED LAND SURVEY NO 71			TRACT C	N	12/7/2011	71719
15	59	40	REGISTERED LAND SURVEY NO 71			TRACT D	N	12/7/2011	71720
15	59	100	REGISTERED LAND SURVEY NO 71			TRACT J	N	12/7/2011	71721
15	59	150	REGISTERED LAND SURVEY NO 71			TRACT O	N	12/7/2011	71722
20	10	7345	CHISHOLM	26	0	LOT 4 EX ELY 8 FT AND ALL OF LOT 5	N	12/7/2011	71723
20	90	150	GARDEN LANDS CHISHOLM	0	0	LOTS 15 THRU 20	N	12/7/2011	71724
20	150	1600	NORTHERN ADDITION TO CHISHOLM	6	0	W 1/2 OF LOT 30 AND ALL OF LOT 31	N	12/7/2011	71725
20	170	1930	PEARCE ADDITION TO CHISHOLM	27	0	LOTS 13 AND 14	N	12/7/2011	71726
20	170	1950	PEARCE ADDITION TO CHISHOLM	27	0	LOTS 15 AND 16	N	12/7/2011	71727
20	180	10	REAR OUTLOT A PEARCE ADDITION CHISHOLM	22	0	S 55 FT OF LOTS 10 THRU 15	N	12/7/2011	71728
30	72	50	FORTIERS PLT NE1/4 SE1/4 S 33 63-12	1	0	E1/2 OF LOT 3 & ALL OF LOT 4	N	12/7/2011	71729
40	30	1680	EVELETH 2ND ADDITION	40	0	ELY 14 FT OF LOT 14 AND ALL OF LOT 15	N	12/7/2011	71730
40	130	1030	HIGHLAND ADDITION TO EVELETH	64	26	LOT: 0026 BLOCK:064	N	12/7/2011	71666
60	20	1430	GILBERT 1ST ADD TO THE TOWNSITE	6	28	LOT: 0028 BLOCK:006	N	12/7/2011	71731
90	10	5410	VIRGINIA	24	21	LOT: 0021 BLOCK:024	N	12/7/2011	71734
90	10	8865	VIRGINIA	36	0	PART OF LOT 13 LYING WLY OF A LINE RUNNING FROM A PT ON N LINE 14.5 FT E OF NW COR TO A PT ON S LINE 18.85 FT E OF SW COR & ALL OF LOTS 14 THRU 16	N	12/7/2011	71735
90	10	12240	VIRGINIA	46	24	LOT: 0024 BLOCK:046	N	12/7/2011	71736
90	130	1040	PILLSBURY ADDITION TO VIRGINIA	3	31	LOT: 0031 BLOCK:003	N	12/7/2011	71737
90	145	80	REARRANGEMENT BLOCK 10 RIDGEWOOD		8	LOT: 0008	N	12/7/2011	71738
100	20	220	AURORA 1ST DIVISION	2	0	LOTS 6 7 AND 8 SUBJECT TO INCREMENT FINANCING	N	12/7/2011	71739
100	37	190	ELLINGSON ADD TO AURORA	2	7	LOT: 0007 BLOCK:002	N	12/7/2011	71740
100	42	160	HOLLAND ADDITION C OF AURORA	1	0	LOTS 16 AND 17	N	12/7/2011	71741

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
100	77	555	ZUPONCIC ACRES 1ST ADD TO AURORA	4	1	ELY 20 FT	N	12/7/2011	71742
105	55	310	BENVILLE PLAT CITY OF BABBITT	3	0	LOTS 10 AND 11	N	12/7/2011	71743
140	30	850	AVIATORS FIELD ADDITION TO HIBBING	4	15	LOT: 0015 BLOCK:004	N	12/7/2011	71745
140	105	1150	HIBBING HEIGHTS	4	0	LOT 12 AND N 1/2 OF LOT 13	N	12/7/2011	71746
145	10	2720	IRON JUNCTION	20	0	LOTS 13 THRU 16 INC PART OF VAC 1ST ST N ADJ & INC PART OF VAC ALLEY ADJ	N	12/7/2011	71671
150	10	290	KINNEY	2	7	LOT: 0007 BLOCK:002	N	12/7/2011	71672
150	10	1210	KINNEY	7	1	LOT: 0001 BLOCK:007	N	12/7/2011	71673
175	12	830	ANNS ACRES CITY OF MT IRON	3	24	LOT: 0024 BLOCK:003	N	12/7/2011	71674
185	85	215	HAGENS ADDITION TO PROCTOR	2	0	LOT 1 EXCEPT THAT PART OF LOT 1 & VACATED ANCHOR STREET ADJACENT BEGINNING 47 FEET NORTH OF SOUTHWEST CORNER OF LOT 1 THENCE SOUTH 90 FEET THENCE EAST 100 FEET THENCE NORTH 10 FEET THENCE EASTERLY ALONG CENTER OF VACATED STREET TO THE SOUTHWESTERLY LIN OF HWY NO. 2 THENCE NORTHWESTERLY TO THE POINT OF BEGINNING AND EXCEPT THAT PART OF LOTS 1 & 2 & VACATED ANCHOR STREET ADJACENT LYING SOUTHWESTERLY OF HWY AND NORTH OF A LINE DRAWN FROM A POINT 47 FEET NORTH OF SOUTHWEST CORNER OF LOT 1 TO A POINT WHERE THE CENTER LINE OF ANCHOR STREET VACATED JOINS THE SOUTHWESTERLY LINE OF HIGHWAY	N	12/7/2011	71678
185	150	1620	MAGOFFINS 2ND DIVISION OF PROCTORKNOTT	5	0	LOTS 1 AND 2	N	12/7/2011	71679
317	75	150	DOREM TOWN OF EAGLES NEST	2	7	LOT 7 BLOCK 2	N	12/7/2011	71686
317	75	160	DOREM TOWN OF EAGLES NEST	2	8	LOT 8 EX ELY 40 FT	N	12/7/2011	71687
317	75	162	DOREM TOWN OF EAGLES NEST	2	8	ELY 40 FT OF LOT 8	N	12/7/2011	71688
320	32	78	BLACKBURN ADDITION TOWN OF ELLSBURG	0	4	UND 2/50	Y	12/7/2011	71690
320	100	10	MICHAELS BEACH TOWN OF ELLSBURG			LOTS 1 AND 2	N	12/7/2011	71691
387	75	1400	BIRCH POINT 1ST ADD T OF GREENWOOD	0	0	LOTS 139 AND 140	N	12/7/2011	71695
387	430	39080	VERMILLION GROVE	83	9	LOT: 0009 BLOCK:083	N	12/7/2011	71696
387	430	48560	VERMILLION GROVE	103	18	LOT: 0018 BLOCK:103	N	12/7/2011	71697
395	86	220	FOREST RIDGE ESTATES C OF HERMANTOWN			OUTLOT A	N	12/7/2011	71701

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
395	86	230	FOREST RIDGE ESTATES C OF HERMANTOWN			OUTLOT B	N	12/7/2011	71702
395	86	240	FOREST RIDGE ESTATES C OF HERMANTOWN			OUTLOT C	N	12/7/2011	71703
520	240	335	SUBDIVISION NE 1/4 SEC 26 RICE LAKE	2	8	N1/2	N	12/7/2011	71709
570	38	150	BEISES MIDWAY ADDITION TOWN OF WHITE	0	15	LOT: 0015 BLOCK:000	N	12/7/2011	71711
610	20	200	DUNKA RIVER PLAT 61 12	2	6	LOT: 0006 BLOCK:002	N	12/7/2011	71660

Number of Parcels **123**

Kathryn Makoutz, Duluth, MN

Parcel Code	010-3080-01070
Taxes and Assessments	\$17,676.95
Service Fees	\$114.00
Deed Tax	\$58.33
Deed Fee	\$25.00
Recording Fee	\$46.00
Total Consideration	\$17,920.28

Daniel Hough, Aurora, MN

Parcel Code	100-0037-00190
Taxes and Assessments	\$3,071.95
Service Fees	\$114.00
Deed Tax	\$10.14
Deed Fee	\$25.00
Recording Fee	\$46.00
Total Consideration	\$3,267.09

Mark Moberg, St. Cloud, MN

Parcel Code	387-0075-01400
Taxes and Assessments	\$13,420.81
Service Fees	\$114.00
Deed Tax	\$44.29
Deed Fee	\$25.00
Recording Fee	\$46.00
Total Consideration	\$13,650.10

Repurchase of State Tax Forfeited Land - Makoutz

BY COMMISSIONER: _____

WHEREAS, Minn. Stat. § 282.241 provides that state tax forfeited land may be repurchased by the previous owners subject to payment of delinquent taxes and assessments, with penalties, costs, and interest; and

WHEREAS, the applicant, Kathryn Makoutz of Duluth, MN has applied to repurchase state tax forfeited land legally described as:

CITY OF DULUTH

LOTS 15, 16, AND NLY 46 FT OF LOTS 17 AND 18

ALTERED PLAT LONDON PARK ADDITION TO DUL

Parcel Code: 010-3080-01070

WHEREAS, the applicant was the owner of record at the time of forfeiture and is eligible to repurchase the property; and

WHEREAS, approving the repurchase will correct undue hardship and promote the use of lands that will best serve the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the St Louis County Board approves the repurchase application by Kathryn Makoutz of Duluth, MN, on file in County Board File No. _____, subject to payments including total taxes and assessments of \$17,676.95, service fee of \$114, deed tax of \$58.33, deed fee of \$25, and recording fee of \$46; for a total of \$17,920.28, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

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

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

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

CITY OF DULUTH, LOTS 15, 16, AND NLY 46 FT OF LOTS 17 AND 18, BLOCK 4, ALTERED PLAT LONDON PARK ADDITION TO DUL

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

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

That such taxes became delinquent in 2005 and remained delinquent and unpaid for the subsequent years of: 2006, 2007, 2008, 2009, 2010, 2011

That pursuant to Minnesota Statutes, the total cost of repurchase \$17,899.96 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. Please contact our office at 218-726-2606 for the current amount due which increases monthly.

That a hardship would result to the petitioner unless said repurchase is allowed, for the reason that:

applicant to state reasons why taxes were not paid. I lost my job and during that time my sewer line collapsed. Once that occurred I was not able to rent my apartment (other side of property duplex) for three years.

Please check the appropriate box below:

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

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s): Kathryn Makoutz

Are you currently in active military service? No

If you have been discharged within the last 6 months, provide discharge date and documentation.

Applicant offers to pay upon such repurchase, by check or money order, as directed by the St. Louis County Board, the full price of repurchase as stated above, the terms of which will be stated by the contract and required by law.

Dated: 02-15-2012

By: Kathryn J. Makoutz (Signature)

Address:

City: Duluth State: Mn Zip: 55804

Phone: 218 525-2792

(218) 464-8734 cell



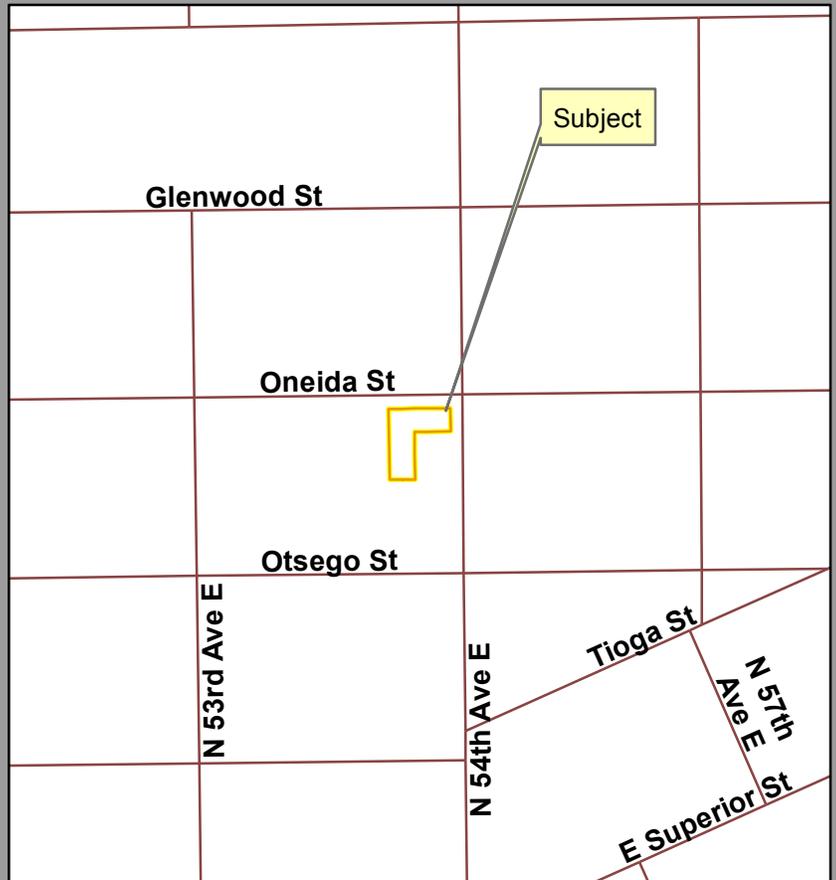
St. Louis County Land Department Tax Forfeited Land Sales

Repurchase of Property

Legal : CITY OF DULUTH
LOTS 15, 16, AND NLY 46 FT OF
LOTS 17 AND 18, ALTERED PLAT
LONDON PARK ADDITION TO DUL

Parcel Code : 010-3080-01070

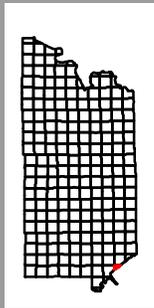
LDKEY : 71779



City of Duluth Sec: 5 Twp: 50 Rng: 13

Commissioner District # 2

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

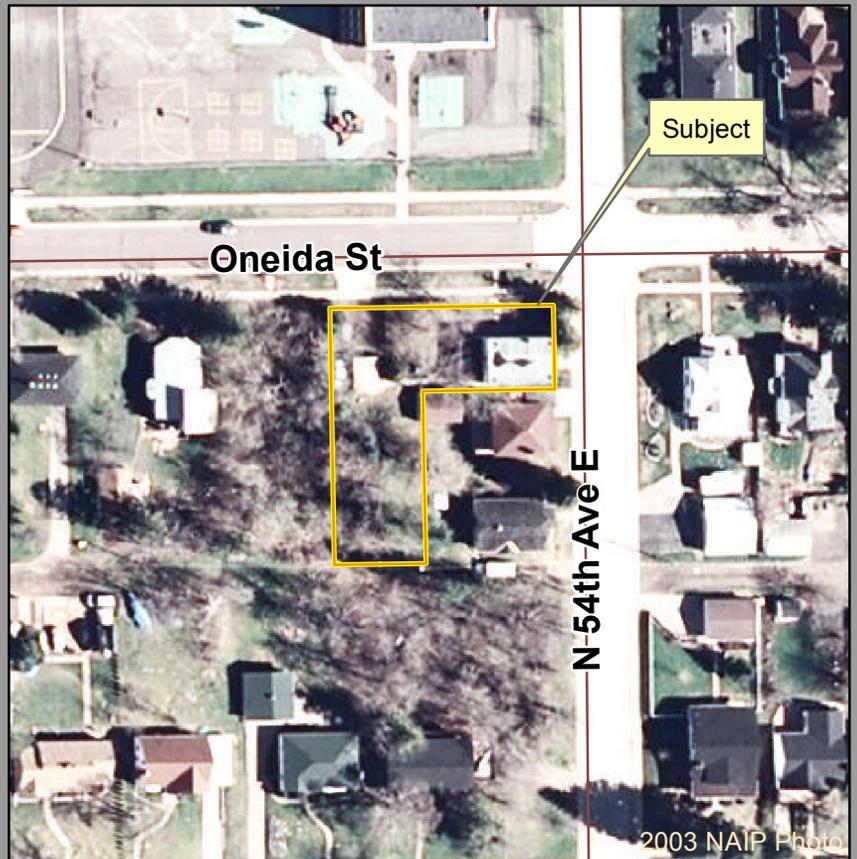


St. Louis County, Minnesota

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**

March 2012



2003 NAIP Photo

Repurchase of State Tax Forfeited Land - Hough

BY COMMISSIONER: _____

WHEREAS, Minn. Stat. § 282.241 provides that state tax forfeited land may be repurchased by the previous owners subject to payment of delinquent taxes and assessments, with penalties, costs, and interest; and

WHEREAS, the applicant, Daniel Hough of Aurora, MN, has applied to repurchase state tax forfeited land legally described as:

CITY OF AURORA
LOT: 0007 BLOCK: 002
ELLINGSON ADD TO AURORA
Parcel Code: 100-0037-00190

WHEREAS, the applicant was the owner of record at the time of forfeiture and is eligible to repurchase the property; and

WHEREAS, approving the repurchase will correct undue hardship and promote the use of lands that will best serve the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the St Louis County Board approves the repurchase application by Daniel Hough of Aurora, MN, on file in County Board File No. _____, subject to payments including total taxes and assessments of \$3,071.95, service fee of \$114, deed tax of \$10.14, deed fee of \$25, and recording fee of \$46; for a total of \$3,267.09, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

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

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

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

CITY OF AURORA, LOT: 0007 BLOCK:002, ELLINGSON ADD TO AURORA

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

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

That such taxes became delinquent in 2005 and remained delinquent and unpaid for the subsequent years of: 2010, 2011

That pursuant to Minnesota Statutes, the total cost of repurchase \$3,267.09 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. Please contact our office at 218-726-2606 for the current amount due which increases monthly.

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

Waiting for Tax Return. Will make future payments on time

Please check the appropriate box below:

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

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s): Daniel Hough

Are you currently in active military service? NO

If you have been discharged within the last 6 months, provide discharge date and documentation.

Applicant offers to pay upon such repurchase, by check or money order, as directed by the St. Louis County Board, the full price of repurchase as stated above, the terms of which will be stated by the contract and required by law.

Dated: Feb 15 2012

By: Daniel Hough (Signature)

Address: 202 S. 5th St E
City: Aurora State: mn Zip: 55705
Phone: 229-3194



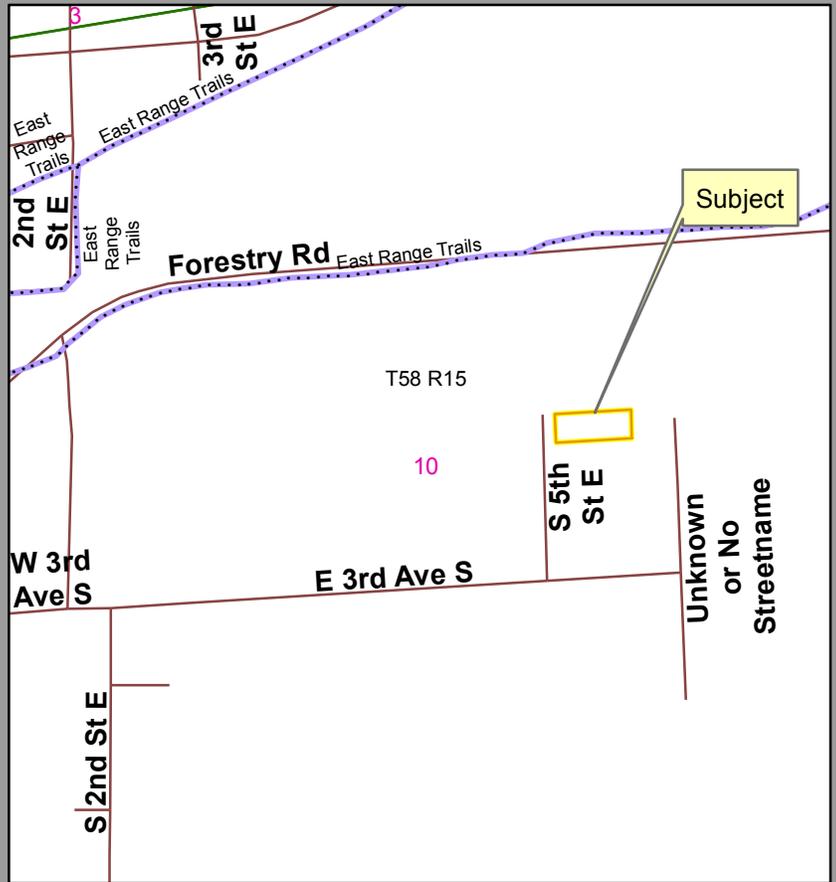
St. Louis County Land Department Tax Forfeited Land Sales

Repurchase of Property

Legal : CITY OF AURORA
LOT: 0007 BLOCK:002
ELLINGSON ADD TO AURORA

Parcel Code : 100-0037-00190

LDKEY : 71740

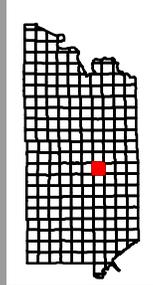


City of Aurora

Sec: 10 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**

March 2012



2005 NAIP Photo

Repurchase of State Tax Forfeited Land - Moberg

BY COMMISSIONER: _____

WHEREAS, Minn. Stat. § 282.241 provides that state tax forfeited land may be repurchased by the previous owners subject to payment of delinquent taxes and assessments, with penalties, costs, and interest; and

WHEREAS, the applicant, Mark Moberg of St. Cloud, MN, has applied to repurchase state tax forfeited land legally described as:

TOWN OF GREENWOOD
LOTS 139 AND 140
BIRCH POINT 1ST ADD T OF GREENWOOD
Parcel Code: 387-0075-01400

WHEREAS, the applicant was the owner of record at the time of forfeiture and is eligible to repurchase the property; and

WHEREAS, approving the repurchase will correct undue hardship and promote the use of lands that will best serve the public interest.

NOW, THEREFORE, BE IT RESOLVED, that the St Louis County Board approves the repurchase application by Mark Moberg of St. Cloud, MN, on file in County Board File No. _____, subject to payments including total taxes and assessments of \$13,420.81, service fee of \$114, deed tax of \$44.29, deed fee of \$25, and recording fee of \$46; for a total of \$13,650.10, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

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

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

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

TOWN OF GREENWOOD, LOTS 139 AND 140, BIRCH POINT 1ST ADD T OF GREENWOOD

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

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

That such taxes became delinquent in 2005 and remained delinquent and unpaid for the subsequent years of: 2008, 2009, 2010, 2011

That pursuant to Minnesota Statues, the total cost of repurchase \$13,649.88 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. **Please contact our office at 218-726-2606 for the current amount due which increases monthly.**

That a hardship would result to the petitioner unless said repurchase is allowed, for the reason that:

applicant to state reasons why taxes were not paid.

see attached

Please check the appropriate box below:

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

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s): MARK & IDELLA MOBERG

Are you currently in active military service? No

If you have been discharged within the last 6 months, provide discharge date _____ and documentation.

Applicant offers to pay upon such repurchase, by check or money order, as directed by the St. Louis County Board, the full price of repurchase as stated above, the terms of which will be stated by the contract and required by law.

Dated: 2-16 2012

By: Mark T Moberg
(Signature)

Address: 1621 13 Ave SE
City: ST CLOUD State: MN Zip: 56304
Phone: CELL 320 267 2298

Dear sirs:

Feb 15 2012

Through a series of miscommunications and my own disorganization,
I lost my cabin to tax forfeiture Dec '11

even though I was making regular payments on the taxes

and the taxes owed are very small percentage of the value of the cabin.

I can offer no excuses for my disorganization, nor intend any criticism of the auditor.

However, I would like to offer some reasons for my apparent negligence

- 1) A notice of impending forfeiture was affixed somewhere on my cabin. I have not been up there much this winter, and I never saw the document
- 2) A notice was put in the Duluth paper, but I don't read it
- 3) A certified letter was sent to the post office. As I recall, I received notice that a letter was in the Post Office, but as I was on call for ophthalmology for our office and the St Cloud Hospital (which handles trauma and serious illnesses for all of central Minnesota) for that week, I didn't get to the Post Office for several days, and by the time I got there the certified letter had been returned.
- 4) As will be seen by the accompanying documents I was sending in checks on a fairly regular basis, and
 - A) I was under the impression I could continue to make payments.
 - B) The auditor's office was kind enough to send back to my St Cloud address hand written receipts and balances due, but didn't mention the fact that I was about to lose my property.

In summary, I would like to point out that this cabin, which has been in my family for forty years, is totally paid for, is not abandoned property, and good faith efforts were being made to pay off the taxes.

Thank you for your kind consideration of my fate.


Mark T Moberg MD

mtmoberg@msn.com

1621 13 Ave SE

St Cloud, Mn 5630 1-320-267-2298 (cell)



St. Louis County Land Department Tax Forfeited Land Sales

Repurchase of Property

Legal : TOWN OF GREENWOOD
LOTS 139 AND 140
BIRCH POINT 1ST ADD T OF GREENWOOD

Parcel Code : 387-0075-01400

LDKEY : 71695

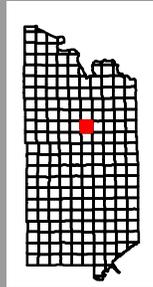


Town of Greenwood

Sec: 10 Twp: 62 Rng: 16

Commissioner District # 4

-  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**

March 2012



BOARD LETTER NO. 12 - 97

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 9

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Agreement for Transfer of
Abandoned Bridge – CSAH 4
(Colvin Township)

FROM: Kevin Z. Gray
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:

Provide a safe, well maintained road and bridge system.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an agreement with the Town of Colvin for the transfer of ownership and future responsibility for Bridge No. H-5-16-1 located in Colvin Township

BACKGROUND:

There presently exists a concrete, single span bridge structure crossing over the south branch of the Waterhen River in the NE ¼ of the SE ¼ of Section 16 in Colvin Township (Township 56N, Range 15W) on land currently owned in fee by the State of Minnesota. This bridge has been inventoried as Bridge H-5-16-1 in state and county records and at one time was used to carry county highway traffic across the stream. The bridge has not been used for this purpose since approximately 1946 when Highway 4 was relocated to the east and the old road alignment abandoned. The structure now in service carrying Highway 4 across the stream is located approximately 200 feet southeast of this abandoned bridge. As a part of the current project to reconstruct CSAH 4, a contractor is engaged to remove the abandoned bridge and to restore the area to natural conditions. This work has been scheduled for the winter of 2011-2012.

Colvin Township, by action of the Town Board in December 2011 and February 2012, has requested the county to reconsider this removal and to transfer any ownership interest the county may hold in the structure to the township, thereby preserving the structure for some as yet identified future use. The township would also assume responsibility for any future expenses for preservation, removal, or reuse of the structure.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with Colvin Township setting forth the terms and conditions for the transfer of ownership and future responsibility for Bridge No. H-5-16-1.

**Agreement for Transfer of Abandoned Bridge – CSAH 4
(Colvin Township)**

BY COMMISSIONER _____

RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to enter into an agreement with the Town of Colvin, and any amendments thereto approved by the County Attorney's office, whereby the Town of Colvin would accept a transfer of ownership of, and future responsibility for, Bridge # H-5-16-1 (abandoned) and other provisions as detailed in the agreement. The bridge is located in the NE ¼ of the SE ¼ of Section 16 in Colvin Township (Township 56N, Range 15W) approximately 200 feet northwest of the present crossing of CSAH 4 over the South Branch of Waterhen River.

BOARD LETTER NO. 12 - 98

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 10

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Agreement for Salt-Sand Storage
Building Replacement – Ely/Lake
County/MnDOT

FROM: Kevin Z. Gray
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:

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

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an agreement with the City of Ely, Lake County and the Minnesota Department of Transportation (MNDOT) for the replacement of the salt-sand storage building at the Joint Public Works Facility, Ely, MN.

BACKGROUND:

St. Louis County, the City of Ely, Lake County and MNDOT are in the process of replacing the joint salt/sand storage building located in Ely, Minnesota. The Cover-All building originally constructed is structurally deficient and the Cover-All company has since gone bankrupt. The lease agreement has been developed to cover the replacement and maintenance costs for the building which are to be paid to St. Louis County.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement for the replacement of the joint salt-sand storage building located in Ely, Minnesota.

**Agreement for Salt-Sand Storage Building Replacement –
Ely/Lake County/MnDOT**

BY COMMISSIONER _____

WHEREAS, St. Louis County is replacing the salt sand storage building at the Joint Public Works Facility, Ely, MN, which has been determined to be structurally unsound; and

WHEREAS, the replacement building is for joint use and will be paid for by the City of Ely, Lake County, Minnesota Department of Transportation (MnDOT), and the St. Louis County Public Works Department.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to execute the agreement, and any amendments approved by the County Attorney's Office, for replacement and maintenance of the salt-sand storage building at the Joint Public Works Facility, Ely, MN; and

RESOLVED FURTHER, that payments received for replacement of the building from the City of Ely, Lake County, and MnDOT by the Auditor's Office shall be receipted into Fund 405, Agency 405050: Object 551538 (City of Ely); Object 551508 (Lake County); Object 551580 (MnDOT); and

RESOLVED FURTHER, that any additional maintenance payments received from the City of Ely, Lake County, and MnDOT by the Auditor's Office shall be receipted into Fund 200, Agency 202010: Object 551538 (City of Ely); Object 551508 (Lake County); Object 551580 (MnDOT)

BOARD LETTER NO. 12 - 99

PUBLIC WORKS & TRANSPORTATION COMMITTEE CONSENT NO. 11

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Award of Bids – Removal and
Replacement of Salt-Sand Storage
Building in Ely, MN

FROM: Kevin Z. Gray
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:

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

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an award of bids for the removal and replacement of the salt-sand storage building at the Joint Public Works Facility, Ely, MN.

BACKGROUND:

Included in the capital improvement plan for 2012 is the replacement of the Cover-All brand, fabric arch salt-sand storage building at the Joint Public Works Facility in Ely, which has been identified as structurally unsound. St. Louis County, the City of Ely, Lake County and the Minnesota Department of Transportation (MNDOT) will share in the replacement cost as agreed upon in a lease agreement.

The replacement building will be a Span Tech fabric building, approximately 120 feet long by 100 feet wide with one enclosed end. A fabric exterior covering will be supported by a structural steel skeleton mounted on concrete piers. Specifications were developed by the Public Works Department and were forwarded to the Purchasing Division for bid preparation. The following are the results of the bid:

A & B Construction, Harper, IA	\$218,820
EDR Limited, Siren, WI	\$308,600
Max Gray Construction, Hibbing, MN	\$387,650
Hamline Construction, Roseville, MN	\$460,795

RECOMMENDATION:

It is recommended that the St. Louis County Board award of project to low bidder A&B Construction Company, Harper, IA, in the amount of \$218,820.00 for the construction of a 9,000 ton capacity fabric arch salt-sand storage building to replace the current building at the Ely Joint Public Works Facility, Ely, MN, payable from Fund 405, Agency 405050, Object 661100.

**Award of Bids – Removal and Replacement of Salt-Sand
Storage Building in Ely**

BY COMMISSIONER _____

WHEREAS, the fabric arch salt-sand storage building at the Joint Public Works Facility, Ely, MN, has been identified as structurally unsound.

WHEREAS, the Public Works Department capital improvement project budget includes construction of a salt-sand storage building at the facility; and

WHEREAS, St. Louis County, the City of Ely, the Minnesota Department of Transportation, and Lake County costs will be proportioned as per the joint maintenance facility agreement; and

WHEREAS, the Public Works Department presented specifications to the Purchasing Department for bid preparation; and

WHEREAS, A & B Construction of Harper, IA was the low bidder with a price of \$218,820.

NOW, THEREFORE, BE IT RESOLVED, the St. Louis County Board awards the project to A & B Construction Company, Harper, IA, in the amount of \$218,820 to build a 9,000 ton capacity arch type storage building at the Joint Public Works Facility, Ely, MN, payable from Fund 405, Agency 405050, Object 661100.

BOARD LETTER NO. 12 - 100

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 12

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Agreement for Audit and
Assessment of Public Works
Facilities

FROM: Kevin Z. Gray
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:

To provide as safe, well-maintained road and bridge system.

ACTION REQUESTED:

The St. Louis County Board is requested to approve a professional services agreement with Compass Rose Inc., Isabella, MN for public works facility infrastructure analysis.

BACKGROUND:

The proposed professional services agreement calls for Compass Rose Inc. to audit and assess buildings in the Public Works Department of St. Louis County. The purpose of the audit and assessment is to assist with the Fourth Maintenance District Strategic Infrastructure Facility Study, and to identify maintenance and replacement needs on public works facilities throughout the county, allowing implementation of better management techniques.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a professional services agreement with Compass Rose Inc., Isabella, MN in the amount of \$80,000 to provide audit and assessment services for the buildings in the Public Works Department.

Agreement for Audit and Assessment of Public Works Facilities

BY COMMISSIONER _____

WHEREAS, the Fourth Maintenance District Strategic Infrastructure Facility Study will focus on identifying maintenance and replacement needs of Public Works facilities in the county; and

WHEREAS, Compass Rose Inc., Isabella, MN is prepared to audit and assess buildings in the Public Works Department of St. Louis County; and

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to execute an agreement with Compass Rose, Inc., Isabella, MN, and any amendments approved by the County Attorney's Office, in the amount of \$80,000 to audit and assess public works facilities for maintenance and replacement needs, payable from Fund 405, Agency 405047, Object 630900.

Card Reader Access Security System for Public Works Buildings

By COMMISSIONER: _____

WHEREAS, the St. Louis County Public Works Department has seventeen reporting stations that currently all have keyed lock entry; and

WHEREAS, to improve building security the Public Works Department requested quotes from three vendors for card reader lock systems; and

WHEREAS, Arrowhead Radio and Security of Duluth, MN was the low responsible bidder.

NOW THEREFORE BE IT RESOLVED, the St. Louis County Board authorizes the purchase of a Keri NXT card reader security system from Arrowhead Radio and Security of Duluth, MN in the amount of \$90,682.00 plus State of Minnesota sales tax of \$6,234.39 for a total cost of \$96,916.39 payable from Fund 405, Agency 405049, Object 630900.

BOARD LETTER NO. 12 - 102

FINANCE & BUDGET COMMITTEE CONSENT NO. 14

BOARD AGENDA NO.

DATE: March 13, 2012

RE: Award Remaining Homelessness Prevention and Rapid Re-Housing Program (HPRP) Funding and Authorize Execution of Contracts

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 implements county policies and maximizes local resources.

ACTION REQUESTED:

The St. Louis County Board is requested to approve funding awards for remaining Homelessness Prevention and Rapid Re-Housing Program (HPRP) funding and to authorize execution of project contracts.

BACKGROUND:

The U.S. Department of Housing and Urban Development (HUD) notified St. Louis County of a \$1,001,832 allocation from the Homelessness Prevention and Rapid Re-Housing Program (HPRP) under the American Recovery and Reinvestment Act of 2009. The County Board authorized execution of the HUD HPRP contract on August 11, 2009 by Resolution No. 09-383 and further authorized contracts with agencies on September 15, 2009 by Resolution No. 09-433.

The HPRP funding is required to be fully expended by July 10, 2012. To gauge performance, HUD established expenditure benchmarks measured at one and two years from the allocation date. The county has exceeded the one- and two-year expenditure measurements.

St. Louis County issued two year contracts expiring September 30, 2011 to assure compliance with HUD's expenditure benchmarks and to allow for reallocation of funding based upon project need and usage. Currently there is \$94,882.13 remaining in unexpended HPRP funds. This funding must be fully expended by July 10, 2012. The

following revised contracts will provide financial assistance and supportive services to HPRP clients and compliance with HUD reporting and expenditure requirements:

<u>Agency</u>	<u>Project Name</u>	<u>Amount</u>
Arrowhead Economic Opportunity Agency	Flex Fund and Supportive Services	\$88,882.13
Wilder Foundation	HMIS (reporting system)	<u>\$ 6,000.00</u>
	Total Awards	\$94,882.13

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize agreements for the above-referenced HPRP projects.

**Award Remaining Homelessness Prevention and Rapid Re-Housing
Program (HPRP) Funding and Authorize Execution of Contracts**

BY COMMISSIONER _____

WHEREAS, the U. S. Department of Housing and Urban Development (HUD) awarded St. Louis County \$1,001,832 from the Homelessness Prevention and Rapid Re-Housing Program under the American Recovery and Reinvestment Act of 2009; and

WHEREAS, the Homelessness Prevention and Rapid Re-Housing Program contract was accepted and authorized for execution by County Board Resolution No. 09-383 and the County Board awarded funding to projects by Resolution No. 09-433; and

WHEREAS, the contracts approved by Resolution No. 09-433 have expired and there remains \$94,882.13 in HPRP funding to expend by July 10, 2012 to comply with the HUD expenditure deadline; and

WHEREAS, awards to the projects listed below will distribute the remaining funding, provide financial assistance and supportive services to HPRP clients, and compliance with HUD reporting requirements.

NOW, THEREFORE, BE IT RESOLVED, the St. Louis County Board awards the remaining Homelessness Prevention and Rapid Re-Housing Program funding and authorizes the appropriate county officials to execute agreements for approved projects and that disbursements related to the HPRP agreements be made from HPRP Fund 173, Agency 173999, Grant 17301, Grant Year 2009 as follows:

<u>Agency</u>	<u>Project Name</u>	<u>Amount</u>
Arrowhead Economic Opportunity Agency	Flex Fund and Supportive Services	\$88,882.13
Wilder Foundation	HMIS (reporting system)	<u>\$ 6,000.00</u>
	Total Awards	\$94,882.13

BOARD LETTER NO. 12 - 103

FINANCE & BUDGET COMMITTEE CONSENT NO. 15

BOARD AGENDA NO.

DATE: March 13, 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. 59401.

3/2/2012
2:07:21PM

Abatements Submitted for Approval by the St. Louis County Board
on 3/27/2012

<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>
365 140 30	0 14337	JOHNSON, MICHAEL	R	FREDENBERG	Jan Jackson	HOMESTEAD	2010	156.68
365 140 30	0 14336	JOHNSON, MICHAEL	R	FREDENBERG	Jan Jackson	HOMESTEAD	2011	117.96
300 10 4502	0 14338	ST LOUIS CO PUB WKS	R	Colvin	Tom Carlson	EXEMPT	2011	55.94
295 17 2230	0 14339	TYNNELA, BRUCE	R	Clinton	Dave Jarvela	CODE CHANGE	2011	195.90
295 17 2260	0 14340	TYNNELA, BRUCE	R	Clinton	Dave Jarvela	CODE CHANGE	2011	191.70

BOARD LETTER NO. 12 - 104

FINANCE & BUDGET COMMITTEE CONSENT NO. 16

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Sale of Surplus Fee Land
Section 23, T51N, R16W
(Grand Lake 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 surplus fee owned land pursuant to the requirements and procedures of Minn. Stat. § 373.01, and establish the time for bid.

BACKGROUND:

The Public Works Department acquired this parcel in 1958 from the Duluth Winnipeg and Pacific Railroad. A gravel pit on a portion of this larger parcel was used for many years by the county. This area of the property did not contain gravel and is a suitable building site. Highway right of way has been reserved.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the Property Management Director to offer for sale this parcel of surplus county fee owned land and set the time for written bid consideration at 9:40 A.M. on Tuesday July 3, 2012, at the St. Louis County Courthouse, Duluth.

**Sale of Surplus Fee Land Section 23, T51N, R16W
(Grand Lake Township)**

BY COMMISSIONER _____

WHEREAS, the Property Management Team has approved the sale of an approximate 6.1 acre parcel of surplus fee land legally described as follows.

That part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 51 North, Range 16 West, Saint Louis County, Minnesota, described as follows:

Commencing at the west quarter corner of said Section 23; thence North 01 degree 26 minutes 02 seconds West, along the west line of said SW1/4-NW1/4 a distance of 687.80 feet to the point of beginning; thence North 88 degrees 33 minutes 58 seconds East a distance of 89.11 feet; thence North 46 degrees 01 minute 23 seconds East a distance of 911.89 feet to a point on the north line of said SW1/4-NW1/4 distant 761.08 feet easterly of the northwest corner of said SW1/4-NW1/4; thence South 89 degrees 36 minutes 41 seconds West, along said north line a distance of 761.08 feet to the northwest corner of said SW1/4-NW1/4; thence South 01 degree 26 minutes 02 seconds East, along the west line of said SW1/4-NW1/4 a distance of 630.45 feet to the point of beginning.

Subject to an easement for County Roadway purposes over, under and across the West 50.00 feet.

Subject to and together with any valid easements, restrictions and reservations, if any.

WHEREAS, a review of assessed value and sales has determined a minimum bid amount for this property to be \$39,000.

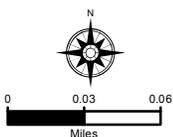
NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the Property Management Director to advertise for written bids for the above described property, pursuant to the requirements and procedures of Minn. Stat. § 373.01.

RESOLVED FURTHER, the Board establishes the time for bid consideration to be at 9:40 A.M. on Tuesday, July 3, 2012, at the St. Louis County Courthouse, Duluth, MN.



Proposed Fee Land Sale

Parcel 380-0010-04730 Pt of SW 1/4 of NW 1/4 Section 23, T51N, R16W



Prepared By: St. Louis County
Property Management

Source: St. Louis County, Minnesota

Map Created: 3/7/2012

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

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stlouiscountymn.gov



Parcel is Approximately 6.1 Acres with approximately 630 feet of frontage on Munger Shaw Rd. Parcel is irregular in shape.

Parcel is zoned MUNS-4 and meets zoning requirements.

Parcel is wooded and is predominantly upland with the eastern most area lying within past gravel excavation area.

BOARD LETTER NO. 12 - 105

FINANCE & BUDGET COMMITTEE CONSENT NO. 17

BOARD AGENDA NO.

DATE: March 13, 2012

RE: Service Agreement Renewals
for IRYA Program School
Advisors

FROM: Kevin Z. Gray
County Administrator

RELATED DEPARTMENT GOAL:

To program and connect area youth with the needs of the local communities on the Iron Range of St. Louis County.

ACTION REQUESTED:

The St. Louis County Board is requested to approve the renewal and continuation of service agreements with school districts providing the service of the Iron Range Youth in Action (IRYA) advisor at school building sites.

BACKGROUND:

Since county funds are not available to replace an IRYA program position which was eliminated several years ago, the joint powers Partners Board recommended a plan to have advisors in schools which are participating in the IRYA program. At its November 1, 2007 meeting, the Partners Board agreed to request that St. Louis County develop a program that would provide school district personnel to act as IRYA advisors meeting with youth in schools, but accountable to the county's IRYA Youth Coordinator.

In response to this request, a purchase of services agreement was developed in April, 2009, that allowed these school advisors to assist the county's IRYA Youth Coordinator with planning, implementing and overseeing IRYA activities such as service-learning, and social and fundraising events. This plan enables IRYA to deliver the program more effectively and to connect with more youth on a regional basis.

The County Board approved the purchase of services agreements on April 14, 2009 (County Board Resolution No. 09-157) with the following six (6) Iron Range school districts participating in the Iron Range Youth in Action Program (IRYA) for the provision of IRYA school advisors: Virginia, Chisholm, Mt. Iron-Buhl, Eveleth-Gilbert, Ely and Mesabi East, and approved a transfer of up to \$6,000 from the County Extension Office fund balance for services provided during the 2008-2009, 2009-2010 and 2010-2011 school years.

At its November 3, 2011 meeting, the Partners Board recommended that based on the number of students, programming and geographical range that the county continue funding for 2011-2012 and 2012-2013 and extend continuing contracts to schools that have an existing contract in place.

The attached sample agreement with Chisholm High School outlines services provided, program goals, and reporting requirements for each school district's IRYA school advisor. The agreement period began at the start of the 2011-2012 school year and continues thereafter unless terminated by St. Louis County or the school. The county recognizes that school advisor fees may increase slightly in year 2012 due to union contracts, and the cost for each school's IRYA advisor may vary. However, the county's cost will not exceed \$1,000 per year for each participating district. Therefore, annual payments made to these six schools by the County Extension Office will not exceed \$6,000 for the 2011-2012 school year.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the agreement for services contract for IRYA school advisors, and approve a transfer of up to \$6,000 from the County Extension Office fund balance, Fund 184, Agency 186001, Object 629900, for services provided during the 2011-2012 school year.

Use of Extension Fund Balance for IRYA Program School Advisors

BY COMMISSIONER _____

RESOLVED, that the St. Louis County Board of Commissioners approves the purchase and renewal of services agreements with the following (6) Iron Range school districts participating in the Iron Range Youth in Action program (IRYA) for the provision of IRYA school advisors: Virginia, Chisholm, Mt. Iron-Buhl, Eveleth-Gilbert, Ely and Mesabi East, and approves a transfer up to \$6,000 from the County Extension fund balance, Fund 184, Agency 186001, Object 629900, for services provided during the 2011-2012 school year.

**PURCHASE OF SERVICES AGREEMENT
BETWEEN ST. LOUIS COUNTY
AND
Chisholm Independent School District**

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 Chisholm Independent School District, 1000 First Avenue NE, Chisholm, MN 55719 hereinafter referred to as "Contractor."

WITNESSETH:

WHEREAS, St. Louis County Board has approved funding for county extension work as defined in Minn. Stat. § 38.331; and

WHEREAS, youth leadership development is included in the definition of county extension work; and

WHEREAS, Iron Range Youth in Action (IRYA) is a youth leadership program supported by St. Louis County Extension Service; and

WHEREAS, the Contractor has agreed to provide planning, implementation, and oversight of IRYA activities at Chisholm High School; and

WHEREAS, the Contractor has the training, experience, and knowledge to provide 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 September 1, 2011 to June 1, 2014. This agreement will continue thereafter unless terminated as provided herein.

2. SERVICES TO BE PROVIDED

Contractor agrees to furnish specified services (hereinafter referred to as "Purchased Services") and more particularly described in Exhibit A, attached hereto and incorporated herein by reference.

3. RESPONSIBILITIES OF THE COUNTY

The St. Louis County Administrator will designate a County representative for purposes of this Agreement. The County representative will provide data and other information requested by the Contractor.

4. COMPENSATION

The County will pay Contractor \$1000.00 for services provided during the 2011-2012 school year pursuant to this Agreement. The County's cost will not exceed \$1,000.00 per year in years 2012-2013 and 2013-2014.

5. PAYMENT

Contractor shall invoice the County no more often than annually upon completion of services detailing the services performed. The County agrees to pay invoices as required by law.

6. INSPECTION AND EVALUATION

County may conduct periodic site visits to determine compliance with this Agreement and to evaluate the quality of services provided by Contractor pursuant to this Agreement. In addition, County reserves the right to survey service recipients and other interested persons to determine the level of satisfaction with the services provided pursuant to this Agreement. Contractor agrees to cooperate with County in the conduct of any such survey or evaluation.

St. Louis County Administration will require periodic reporting of the following:

(a) Performance Measurement and Management: Contractor will comply with St. Louis County Administration standards for program-level goals and objectives that include a method and measure for gauging progress towards those goals and objectives. Baseline or targets developed through benchmarking with other organizations are to be developed as applicable. The system for monitoring Key Performance Indicators is explained in Appendix A.

(b) Reporting: Mandatory submission of report of results in the County-approved format following the budget calendar cycle.

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, and 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.

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 sub-Contractors 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 sub-Contractors, and contractual liability and environmental liability.
3. St. Louis County must be named additional insured.

B. Business Automobile Liability Insurance.

1. \$500,000 for wrongful death and each claimant for other claims
2. \$1,500,000 each occurrence
3. No Less Than \$2,000,000 Aggregate coverage.
4. Must cover owned, non owned and hired vehicles.

C. Workers' Compensation.

Per statutory requirements specified in Exhibit B. Contractor shall furnish County with certificates of compliance on or before effective date and upon request of County thereafter.

D. Professional Liability Insurance

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

15. 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.

16. 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.

17. NOTICES/COMMUNICATIONS

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

Contractor

Superintendent James Varichak
Chisholm Independent School District
300 SW 3rd Ave.
Chisholm, MN 55719
218-254-5726 Ext. 2900

County

County Administrator
St. Louis County Administration Department
100 N. 5th Avenue West #202
Duluth, MN 55802
218-726-2450

18. 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.

19. WAIVER

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

20. 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.

Chisholm School District

ST. LOUIS COUNTY

BY: _____
School Superintendent

BY: _____
County Administrator

Date: _____

Date: _____

APPROVED AS TO FORM & EXECUTION

BY: _____
Assistant County Attorney

Date: _____

Damion Number 2012-6953

Performance Reporting

Overview: The current KPIs monitored on an annual basis include the following. We will anticipate annual performance reporting on the following goals.

Goal 1: Annual Report on number of Programs, Projects and Activities led by Chisholm High School Iron Range Youth in Action

Goal 2: Annual Report on Student Recruitment and Retention

Goal 3: Annual Report on number of Chisholm High School Iron Range Youth in Action Meetings. Minimum 18 meetings, Maximum 36, September through May. Within 9 months school is in session.

PURCHASE OF SERVICE DESCRIPTION

I. Target Population (identify who is eligible and location of where services are provided):

Chisholm High School Iron Range Youth in Action targets Chisholm High School students, grades 9 through 12. Iron Range Youth in Action is open to all high school students, grades 9 through 12. Services provided by the Chisholm High School Iron Range Youth in Action Advisor are provided on the Chisholm Independent School Districts grounds.

II. Program Description (services provided):

1. Assist in the planning, implementation, and oversee all IRYA activities within the school that may encompass service-learning, social, and fund-raising events.
2. Assist the IRYA coordinator in IRYA activities outside of the school that may encompass service-learning, social, and fund-raising events.
3. Work in collaboration with the IRYA coordinator and school administration.
4. Responsible for the election of IRYA officers—President, Vice President, Secretary, and Treasurer.
5. Hold bi-monthly meetings; either before or after school or during lunch time.
6. Provide advice and guidance to the IRYA officers.
7. Adhere to all school rules and policies.
8. Adhere to all St. Louis County rules and regulations.
9. Other duties as assigned.

III. Program Goals and Objectives:

Provide quality education through service learning opportunities. Allow opportunity for students to take leadership role in implementing and executing Iron Range Youth in Action service learning programs, projects, and activities.

IV. Number to be Served – (estimate number of individuals served):

Chisholm High School Iron Range Youth in Action members should attempt to maintain 15 to 30 youth members. Chisholm High School Iron Range Youth in Action programs should serve approximately 2,000 people annually.

EXHIBIT B

**CERTIFICATION OF COMPLIANCE WITH
MINNESOTA WORKERS' COMPENSATION LAW
Minn. Stat. § 176.182**

This information is required by law, and licenses and permits to operate a business may not be issued or renewed if it is not provided and/or is falsely reported. In addition, the County shall not enter into a contract for the doing of any public work before receiving acceptable evidence of compliance with workers' compensation insurance coverage requirements. Furthermore, if this information is not provided or is falsely stated, it may result in a \$2,000 penalty assessed against the applicant by the Commissioner of the Department of Labor and Industry.

Insurance Company name: _____

(Not the insurance agency)

Policy No: _____

Date of Coverage: _____

OR

Applicant is not required to have workers' compensation liability coverage because: (check one)

- Applicant has no employees;
- Applicant is self-insured (include a copy of your permit to self-insure);
- Applicant has no employees who are covered by workers' compensation;

OR

- Certificate of Insurance is attached.

CONTRACTOR:

By: _____

Date: _____

BOARD LETTER NO. 12 - 106

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Acceptance of Quotes for
Emergency Project – CSAH 9
(Duluth, MN)

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 ratify a quote for emergency utility tunnel repairs on County State Aid Highway (CSAH) 9, (4th Street between 6th Ave. E. and 7th Ave. E.) in Duluth, MN.

BACKGROUND:

On February 14, 2012, the Public Works Department became aware of a serious structural issue on a utility tunnel on 4th Street/CSAH 9, which is under the jurisdiction of St. Louis County. Due to the extensive nature of the structural defects and the potential for collapse of the tunnel, the Public Works Department has determined that the tunnel must be rebuilt as soon as possible

The tunnel repair was not listed in the 10 Year Plan, and has been slated as an emergency repair under project number MP 9-151081. Quotes were requested from seven contractors with the knowledge and expertise to do the work, and were opened on 12:00 Noon on Thursday, March 1, 2012 at the Public Works Facility in Pike Lake. The Purchasing Division and Public Works Department have solicited and reviewed quotes for these repairs, issued a purchase order and have entered into a contract with Watters & Sons Excavating, LLC for the work. As per guidelines contained in the St. Louis County Purchasing Rules Section V: Emergency Purchasing, prior to authorizing these actions, County Board members were polled-resulting in unanimous approval of proceeding with the work. County Purchasing Rules require that quotes for emergency repairs exceeding \$25,000 require board approval. This project, along with its financing (Local Funds from the Major Emergency Road and Bridge Repair Fund Balance), is shown below:

Project: MP 9-151081, County Project 151081
Location: CSAH 9, (4th Street) between 6th Ave. and 7th Ave. E. in Duluth, MN, length 0.1 mi..
Traffic: 11,600
PQI: N.A.
Construction: Repair Utility Tunnel
Funding: Fund 200, Agency 203259, Object 652803
Anticipated Start Date: March 7, 2012
Anticipated Completion Date: March 23, 2012
Engineer's Estimate: \$94,895.00

QUOTES:

Watters & Sons Excavating, LLC Duluth, MN	\$135,662.00 (+\$44,767.00, +42.96%)
RJS Construction Group, LLC Superior, WI	\$144,000.00
Veit & Company, Inc. Rogers, MN	\$144,895.00
KGM Contractors, Inc. Angora, MN	\$163,443.00
Ulland Brothers, Inc. Cloquet, MN	\$166,344.04
Northland Constructors Duluth, MN	\$182,800.50

RECOMMENDATION:

It is recommended that the St. Louis County Board ratify the quote from Watters & Sons Excavating, LLC of Duluth, MN for construction of MP 9-151081 for tunnel repairs in the amount of \$135,662 to be funded by Fund 200, Object 311108 Major Emergency Road and Bridge Repair, Payable from (transferred to) Fund 200, Agency 203259, Object 652803 Major Emergency Road and Bridge Repair.

Acceptance of Quotes for Emergency Project – CSAH 9 (Duluth, MN)

BY COMMISSIONER _____

WHEREAS, quotes have been received and a purchase order issued for repairs of a tunnel by the Purchasing Department and the Public Works Department for the following emergency project:

MP 9-151081, County Project 151081 for tunnel repairs on CSAH 9 (4th Street) in Duluth, MN, length 0.1 mi.

WHEREAS, said quote was received in the County Public Works Facility in Pike Lake, MN at 12:00 noon, March 1, 2012, and the St. Louis County Board has, by polling according to the Purchasing Rules, and, with the County Highway Engineer, determined to approve the quote.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board ratifies the quote for tunnel repairs.

<u>LOW QUOTE</u>	<u>ADDRESS</u>	<u>AMOUNT</u>
Watters & Sons Excavating, LLC	6199 Rice Lake Rd. Duluth, MN 55803	\$135,662.00

RESOLVED FURTHER, that the above listed project is to be funded by Fund 200, Object 311108 Major Emergency Road and Bridge Repair, Payable from (transferred to) Fund 200, Agency 203259, Object 652803 Major Emergency Road and Bridge Repair.



Saint Louis County

Administration • 100 North Fifth Avenue West, Room 202 • Duluth, MN 55802
Phone: (218) 726-2450 • Fax: (218) 726-2469 • www.stlouiscountymn.gov

Kevin Z. Gray
County Administrator

NEWS RELEASE

March 5, 2012

CONTACT: Steve Krasaway, Resident Engineer
St. Louis County Public Works Department
Duluth, MN (218) 625-3841

FOR IMMEDIATE RELEASE:

Duluth's East 4th Street to Close for Emergency Utility Repairs from March 7th to March 23rd

The St. Louis County Public Works Department will be closing down a one block section of East 4th Street between 6th and 7th Ave. East, in the city of Duluth, to repair a collapsing manhole starting March 7, 2012. The manhole, located near the edge of the driving lane over an old storm water tunnel, is in the process of collapsing and requires immediate replacement prior to spring runoff. Due to this repair, the City of Duluth Utility Operations will also be on site replacing water valves and installing a water main.

Motorists are requested to use the posted detour during this repair period. The posted detour for westbound traffic will be 10th Ave. East, 3rd Street, and 6th Ave. East. The posted detour for eastbound traffic will be 6th Ave. East, 2nd Street, and 10th Ave. East. Access to local businesses will still be available. The estimated project completion date is March 23, 2012.

Questions may be directed to Steve Krasaway, Resident Engineer, St. Louis County Public Works Department, at (218) 625-3841.

###

PLAN SYMBOLS

- COUNTY LINE
- TOWNSHIP OR RANGE LINE
- SECTION LINE
- QUARTER LINE
- SIXTEENTH LINE
- EXISTING R/W
- NEW R/W
- TEMP EASE
- RAILROAD R/W
- UNSURFACED RD. OR SHLD.
- EDGE OF LAKE
- SWAMP BOUNDARY
- MISCELLANEOUS BOUNDARY
- CORPORATE OR CITY LIMITS
- ALIGNMENT STATIONS
- ALIGNMENT POINTS
- PROPERTY LINES
- VACATED PLATTED PROPERTY
- RIVER OR CREEK
- DRAINAGE DITCH
- BRIDGE
- RECREATIONAL TRAIL
- RAILROAD (SINGLE TRACK)
- RR CROSSING PAVEMENT MARKING
- RR CROSSING SIGNAL AND GATE
- RR CROSSBUCK SIGN
- RR CROSSBUCK SIGN W/LIGHTS
- RR SWITCH
- BARBED WIRE FENCE
- CHAIN LINK FENCE
- WOVEN WIRE, OR WOVEN AND BARB
- WOOD FENCE
- BILLBOARD
- GUARD POST
- RETAINING WALL
- GUARDRAIL (CABLE)
- GUARDRAIL (PLATE BEAM)
- DRAIN TILE
- FLUME
- CULVERT APRON
- CULVERT
- WOODS OR BRUSH, NURSERY
- DECIDUOUS TREES
- CONIFER (EVERGREEN) TREES
- HEDGE
- BUSH OR SHRUB
- STUMP
- SWAMP OR MARSH
- CONCRETE OR STONE MONUMENT
- IRON PIPE
- CAST IRON OR CAPPED PIPE MONUMENT
- HUB
- NAIL OR SPIKE OR PK NAIL
- IRON PIN OR REBAR
- IRON PIN WITH BRASS DISK
- VERTICAL CONTROL
- HORIZONTAL CONTROL
- POWER POLE
- LIGHT POLE
- LIGHT AND TELEPHONE POLE
- LIGHT, TELEPHONE AND POWER POLE
- GUY POLE
- POLE ANCHOR
- TELEPHONE POLE
- TELEPHONE AND POWER POLE
- UNDERGROUND CABLE PEDESTAL
- TELEPHONE OR POWER MANHOLE (VAULT)
- ELECTRIC CABLE IN CONDUIT
- TELEPHONE CABLE IN CONDUIT
- BURIED ELECTRIC CABLE
- BURIED TELEPHONE CABLE
- 3AS LINE
- 3AS METER
- WATER LINE
- VALVE
- FIRE HYDRANT
- WATER MANHOLE
- WELL
- LAWN SPRINKLER HEAD
- STORM SEWER MANHOLE
- SEPTIC TANK
- SANITARY SEWER MANHOLE
- ATCH BASIN
- FORCE MAIN LIFT STA.
- SEWER LINE
- BARRICADE
- SIGN
- TRAFFIC SIGNAL W/MAST ARM
- LED, PUSH BUTTON STA.
- LAND HOLE
- HARD LIGHT
- ENTRANCE
- BUILDING
- SATELLITE DISH
- TELE TOWER
- LAG POLE

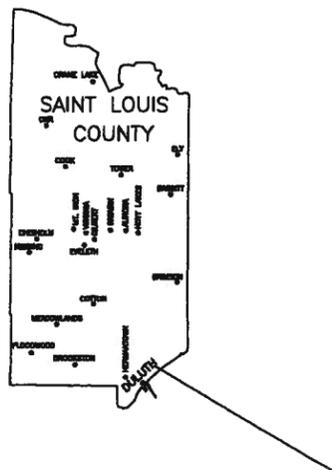
MINNESOTA DEPARTMENT OF TRANSPORTATION
SAINT LOUIS COUNTY

CONSTRUCTION PLAN FOR: EXCAVATION, TUNNEL REPAIR, CONCRETE TUNNEL ROOF,
AGGREGATE BASE, AND COLD MIX BITUMINOUS SURFACING

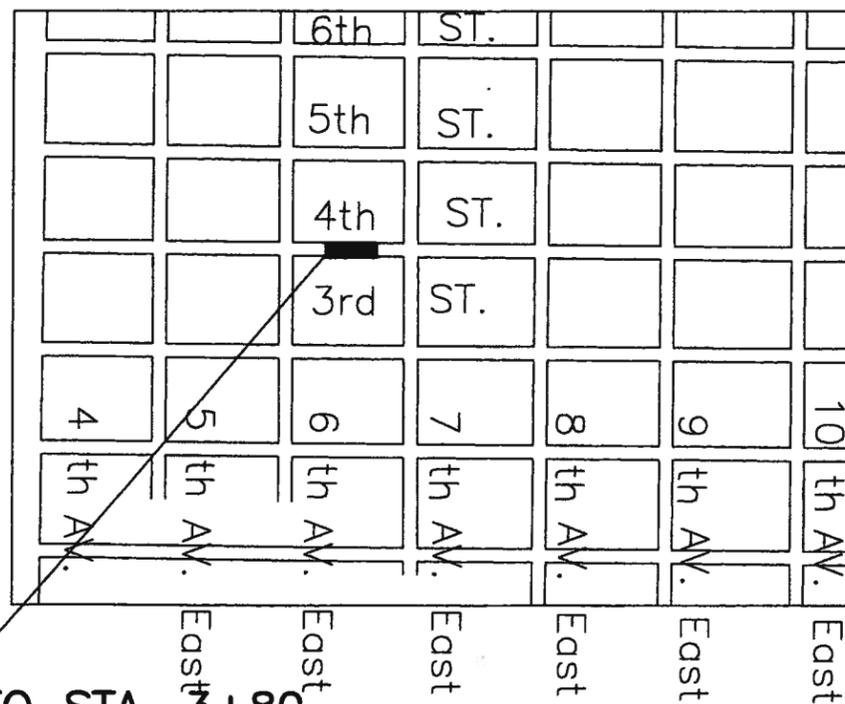
LOCATED ON C.S.A.H. 9 (FOURTH STREET) IN DULUTH, MN
BETWEEN 6TH AVENUE EAST AND 7TH AVENUE EAST
FROM A POINT APPROX. 200' EAST OF 6TH AVE. EAST TO A POINT APPROX. 300' EAST OF 6TH AVE. EAST

MAINTANCE PROJ. NO. 9-151081

GROSS LENGTH	95.00	FEET	0.018	MILES
BRIDGES-LENGTH	0.00	FEET	0.000	MILES
EXCEPTIONS-LENGTH	0.00	FEET	0.000	MILES
NET LENGTH	95.00	FEET	0.018	MILES



T50N



CITY OF DULUTH

MP 9-151081

STA. 2+85.00 TO STA. 3+80

PLAN REVISIONS		
DATE	SHEET NO.	APPROVED BY
2-27	1, 3, 4, 5	SEK

PREVIOUS PLANS		
1985	S.A.P. 69-609-14	C.P. 98-857

SCALE

467

INDEX MAP

MINN. PROJ. NO.

SPECIFICATIONS

THE 2005 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN. THE "2010 ST. LOUIS COUNTY PUBLIC WORKS DEPARTMENT STANDARD CONSTRUCTION SPECIFICATIONS" SHALL ALSO APPLY.

INDEX

- 1 TITLE SHEET AND INDEX MAP
- 2 ESTIMATED QUANTITIES
- 3 TYPICAL SECTION
- 4 PLAN VIEW
- 5-7 CONSTRUCTION DETAILS
- 8-9 TRAFFIC CONTROL PLAN

THIS PLAN CONTAINS 9 SHEETS.

DESIGN DESIGNATION

ADT (Current Year)	2012	=	12618
ADT (Future Year)	2032	=	17665
D (Directional Distr.)		=	50/50%
T (Heavy Commercial - 6%)		=	1042
Proj. Soil Factor		=	
Traffic Lane Width		=	
Shoulder Width		=	
Functional Classification		=	Major Collector

STA. 2+37.00 TO STA. 3+32.00

DESIGN SQUAD DULUTH CONS. (M. KNUDSEN, S. RUHMANEN, J. ISACKSON)

I HEREBY CERTIFY THAT THIS PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

PRINT NAME: Stephen E. Krasaway

SIGNATURE: *Stephen E. Krasaway*

DATE: 2-24-12 LIC. #: 45397

St. Louis County Engineer
Approved: St. Louis County Engineer

Date: 2/20/2012

MAIN. PROJ. NO. 9-151081

C.P. 151081

SHEET NO. 1 OF 9 SHEETS



010-3830-14470

010-3830-14410

010-3830-14230

010-3830-13980

010-3830-13970

010-3830-13940

010-3830-13890

010-3830-10650

010-3830-10640

N 7th Ave E

E 4th St

220

219

deadline to recognize 2011 revenue, a replacement resolution with updated amounts will be supplied. The following chart shows how the relevant Minnesota Statutes are applied to determine the apportionment:

Minnesota Statutes, section 282.08 clause (4) and Minnesota Law (2002), Chapter 390, Sec 39		
Net Proceeds for Land and Minerals Department Operations		\$1,257,132.99
No more than 30% of the balance is to be used for timber development on tax-forfeited land and dedicated memorial forests to be expended under the supervision of the county board on projects approved by the commissioner of natural resources.	After review of the Fund and trends in revenues and expenses, Administration recommends 10% be retained in Fund 290 for these purposes. The Fund has been utilized to meet the pre-determined apportionment in the recent past, resulting in an insufficient fund balance to ensure solvency of the fund, i.e. one year of department business operations.	\$125,713.30
No more than 20 percent of the balance is to be used for the following purposes:	Administration recommends that 20% of the balance be elected for these purposes and that it be applied as follows:	\$251,426.60 as follows:
(1) Acquisition and maintenance of county parks and recreation areas (see MN Statute 398.31-398.36)	50% of the 20% elected to be used to fund current and future costs associated with Camp Esquagama, a qualifying outdoor recreation area per MS 398.32.	\$125,713.30
(2) Land use planning programs being carried on in the county	25% of the 20% elected be used to offset Environmental Trust Fund support budgeted for Onsite Waste Water planning programs (616001). Environmental Trust Fund dollars will then be available for other projects.	\$62,856.65
(3) No more than \$4 per capita of the county's population on the promotion of tourist, agricultural and economic development	25% of the 20% elected be used to begin to cover the deficit in the Forest Recreation Account within the Forest Resources Fund that has been used for expenditures over the past number of years. Using a portion of the 2011 apportionment will fund previous commitments.	\$62,856.65
Any balance must be apportioned as follows: 40% county 40% school district 20% town or city	Administration recommends that the 40% for the county general fund be placed into the General Fund, County Administration, Emergency Agency to position the county for unknowns in the current year.	\$351,997.24 \$351,997.24 \$175,998.62
Total Apportioned		\$1,257,132.99

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the attached resolution apportioning the 2011 Land and Minerals Department proceeds according to relevant statutes as detailed above.

2011 Land and Minerals Department Proceeds Apportionment

BY COMMISSIONER _____

WHEREAS, the St. Louis County Land and Minerals Department generates revenue by sales of land, timber stumpage, gravel, peat and lease fees from recreational hunting and cabin sites; and

WHEREAS, there are net proceeds available from this revenue generated, after the allowable expenditures of the Land and Minerals Department in carrying out its activities;

WHEREAS, Minn. Stat. § 282.08 specifies the apportionment formula the county is to use in determining the allowable use and transfer of these remaining funds (net proceeds), which in 2011 are \$1,257,132.99; and

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board approves the following apportionment of the \$1,257,132.99 of net proceeds:

Net Proceeds of the Forfeited Tax Sale Fund	\$1,257,132.99	Accounting Detail
10% (Minnesota Law (2002), Chapter 390 Sec 39, Subd 2) to Fund 290 – Agency 290001 Memorial Forest Management	\$125,713.30	290-290001
20% (Minnesota Law (2002), Chapter 390 Sec 39, Subd 3) to Fund 100 – 102006 for current and future costs associated with Camp Esquagama;	\$125,713.30	100-102006
Fund 616-616001 (Onsite Waste Water) to offset Environmental Trust Fund transfer in (revenue), with the Environmental Trust Fund dollars being returned to that fund for future projects (500-500001); and to fund 290-290002 (Forest Rec Agency within the Forest Resources Fund) to begin to pay back current deficit from previous funding commitments	\$62,856.65	616-616001
	\$62,856.65	290-290002
40% St. Louis County General Fund, County Administration, Emergency Agency to position the county for unknowns in the current year	\$351,997.24	100-104005
40% Schools Fund	\$351,997.24	910
20% Cities and Towns Fund	\$175,998.62	908
Total	\$1,257,132.99	

BOARD LETTER NO. 12 - 108

CENTRAL MANAGEMENT AND INTERGOVERNMENTAL COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: March 13, 2012

RE: Establish Public Hearing to Consider and Adopt the 2012 Commissioner Redistricting Plan

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor

RELATED DEPARTMENT GOAL:

To ensure timely compliance with Minnesota Statutes.

ACTION REQUESTED:

The St. Louis County Board is requested to establish a public hearing to receive public testimony on the proposed County Commissioner Redistricting Plan and to consider and adopt the plan.

BACKGROUND:

Minnesota Statutes Chapter 375 establishes procedures and requires a process for redistricting county commissioner districts based on population figures from the Federal Census; and Minn. Stat. § 204B.135, Subd. 2, requires that county commissioner districts be redistricted within 80 days of when the legislature has been redistricted or by May 1, 2012, whichever comes first.

In addition, the St. Louis County Board is required to conduct public meetings and/or public hearings on the redistricting plan. Three weeks prior published notice of intent to adopt the redistricting in the county's official newspaper of record is also required.

RECOMMENDATION:

It is recommended that the St. Louis County Board establish a public hearing and publish three weeks' notice of the public hearing and intent to adopt the 2012 County Commissioner Redistricting Plan.

Public Hearing 2012 County Commissioner Redistricting Plan

BY COMMISSIONER _____

RESOLVED, that a public hearing will be held at 9:40 A.M. on April 24, 2012, in the Clinton Town Hall, Clinton, Minnesota, for the purpose of considering and adopting the 2012 County Commissioner Redistricting Plan.

RESOLVED FURTHER, that the Auditor's Office is authorized to publish three weeks prior notice of the public hearing and notice of intent to adopt the redistricting plan in the county's official newspaper of record, in accordance with Minnesota Statutes, Sections 374.01 to 375.025.

BOARD LETTER NO. 12 - 109

CENTRAL MANAGEMENT AND INTERGOVERNMENTAL COMMITTEE NO. 2

BOARD AGENDA NO.

DATE: March 13, 2012 **RE:** Re-Establish Unorganized
Precincts

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor

RELATED DEPARTMENT GOAL:

To ensure timely compliance with Minnesota Statutes.

ACTION REQUESTED:

The St. Louis County Board is requested to re-establish unorganized precincts in St. Louis County pursuant to Minn. Stat. § 204B, Subdivisions 3 and 4.

BACKGROUND:

Pursuant to Minn. Stat. § 204B, Subd. 3 (d), precinct boundaries must be re-established within 60 days of the time when the legislature has been redistricted, or at least 19 weeks before the state primary election in a year ending in two, whichever comes first. The adoption of re-established precinct boundaries becomes effective on the date of the state primary election in the year ending in two. The re-established precinct lines become effective after posting in the Auditor's Office for 56 days, pursuant Minn. Stat. § 204B.14, Subd. 4.

RECOMMENDATION:

It is recommended that the St. Louis County Board re-establish unorganized precincts in St. Louis County.

Re-Establish St. Louis County Unorganized Precincts

BY COMMISSIONER _____

WHEREAS, the legislature of the State of Minnesota has been redistricted; and

WHEREAS, Minn. Stat. § 204B.14, Subd. 3 (d), requires counties to re-establish unorganized precinct boundaries within 60 days of the time when the legislature has been redistricted, or at least 19 weeks before the state primary election, whichever comes first.

NOW, THEREFORE, BE IT RESOLVED, that the following unorganized township precincts are re-established and designated as Mail Ballot Precincts:

Unorganized Precinct #1: T52-R21

Unorganized Precinct #2: T53-R15, T53-R16, T54-R14, T54-R15

Unorganized Precinct #3: T55-R14, T55-R15, T56-R14

Unorganized Precinct #4: T55-R21

Unorganized Precinct #5: T56-R17

Unorganized Precinct #6: T57-R14, T58-R14 (south half)

Unorganized Precinct #7: T59-R21

Unorganized Precinct #8: T60-R20

Unorganized Precinct #9: T61-R12, T61-R13

Unorganized Precinct #10: T61-R17

Unorganized Precinct #11: T62-R21

Unorganized Precinct #12: T63-R19

Unorganized Precinct #13: T62-R17, T63-R15, T63-R17, T64-R14, T64-R15, T64-R16, T64-R17, T65-R12, T65-R15, T65-R16, T66-R12, T66-R13, T66-R14, T66-R15, T66-R16, T67-R12, T67-R13, T67-R14, T67-R15, T68-R13, T68-R14, T68-R15

Unorganized Precinct #19: Parts of T64-R21, T65-R21 and T66-R21 (Nett Lake)

Unorganized Precinct #20: T61-R14

Unorganized Precinct #21: T64-R21, T65-R21, T66-R21 (except portions in Precinct #19 – Nett Lake area), T63-R21, T66-R20, T67-R18, T67-R19, T67-R20, T67-R21, T68-R18, T68-R19, T68-R20, T68-R21, T69-R17, T69-R18, T69-R19, T69-R20, T70-R18, T70-R19, T70-R20, T70-R21, T71-R20, T71-R21

Unorganized Precinct #23: T54-R13

RESOLVED FURTHER, that the following townships are re-established with polling places as designated:

Unorganized Precinct # 14: T57-R16. Polling Place: Lakeland Fire Hall, 4667 Vermilion Trail, Gilbert, MN

Unorganized Precinct # 15: T60-R18. Polling Place: Sand Lake Chapel, 9038 Biss Road, Britt, MN

Unorganized Precinct #16: T60-R19. Polling Place: Evergreen Fire Hall, 10233 Hwy 65, Britt, MN (polling place required pursuant to MN Statute § 383C.806)

Unorganized Precinct #17: T56-R16. Polling Place: Makinen Community Center, Makinen, MN

Unorganized Precinct #18: T59-R16, currently votes with Pike Township, Pike Town Hall, Highway 68, Embarrass, MN

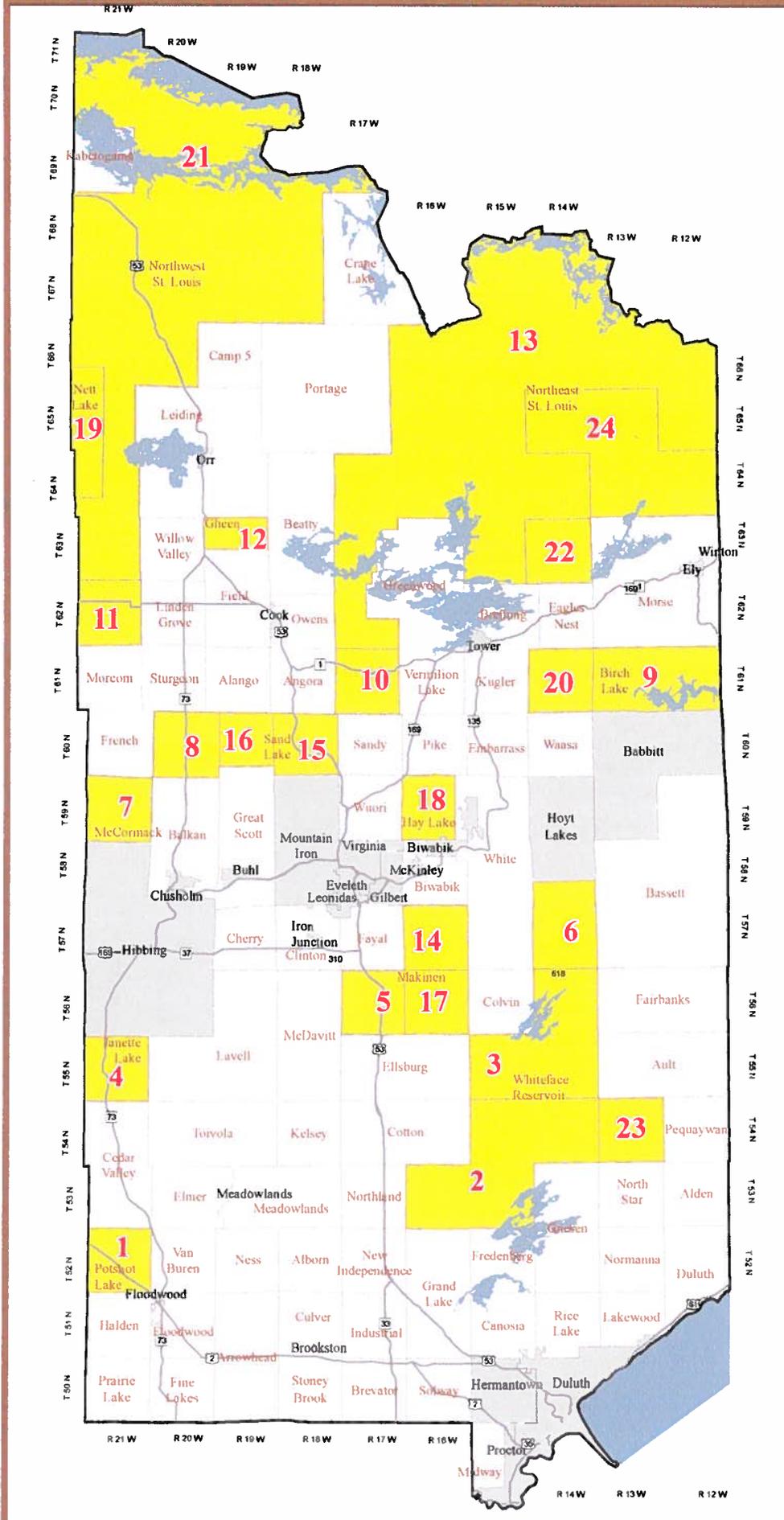
Unorganized Precinct #22: T63-R14: currently votes with Breitung Township, Town Garage/Fire Hall, 33 1st Avenue, Soudan, MN

Unorganized Precinct #24: T64-R12, T64-R13, T65-R13, T65-R14: currently votes with Morse Township, Morse Town Hall, 911 S. Central Avenue, Ely, MN

RESOLVED FURTHER, that the re-established precinct lines become effective after posting in the Auditor's Office for 56 days, pursuant to Minn. Stat. § 204B.14, Subd. 4.

Proposed Re-Established Unorganized Precincts 2012

Minnesota Statute Section 204B.14



Legend
 Proposed Unorg. Precincts
 Organized Townships

Prepared By: St. Louis County
 Planning & Community Development
 Source: St. Louis County, Minnesota
 Map Created: 2012-02-14

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

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The Equipment Operator Senior and Sign Technician classes received a three-grade increase from Grade 16 to Grade 19. The implementation of the three-grade increase will be phased in as follows: employees in the Equipment Operator Senior and Sign Technician classes will receive a two-step increase effective on the February 16, 2012 ratification date and a one-step increase effective December 15, 2012.

Employees in the Bridge Worker Senior classification will receive a one-time cash payment, not added to base salary, in the gross amount of \$1,250, subject to payroll tax withholdings, as of February 16, 2012; and a one-time cash payment, not added to base, in the gross amount of \$750, subject to payroll tax withholdings, as of September 14, 2012. In addition, contract changes were made to reflect that premium pay (the hourly differential of \$2.07 per hour) will no longer be paid, effective February 16, 2012.

Employees hired after January 1, 2013, will receive different leave benefits than current employees. The vacation schedule was revised to provide for more vacation in the first years of employment than is offered for current employees and reduced levels in later years of employment. Sick leave accruals remain the same as current employees during the first year of service, but are reduced to 12 days in the second year of service and to 12 days of sick leave per year, thereafter. The maximum sick leave accumulation is reduced from 1,900 to 1,150 hours for purposes of maximum accrual and maximum payout at retirement. Personal leave is revised from 4 to 2 days, while funeral leave is reduced from a maximum of 10 to a maximum of 3 days.

Language entitling the senior qualified employee to be given preference for the operation of premium pay equipment was deleted and replaced with language that allows for assignment to the senior most qualified employee. Employees are allowed to submit their equipment preferences three times a year: April, August, and November.

As a housekeeping item, revisions to the voluntary transfer language were made to reflect current practice.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the 2012-2013 Public Works Department Highway Maintenance Divisions bargaining agreement and authorize the necessary county officials to execute a written agreement consistent with negotiations.

Highway Maintenance Divisions Bargaining Agreement 2012-2013

BY COMMISSIONER _____

RESOLVED, that the 2012-2013 Public Works Department Highway Maintenance Divisions contract is approved and the appropriate county officials are authorized to execute the Bargaining Unit Agreement, a copy of which is on file in County Board File No. _____.