



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

September 10, 2013

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 September 3, 2013

Environment & Natural Resources Committee – Commissioner Nelson, Chair

1. Classification of November 30, 2012 Forfeitures (conservation) [13-386]
2. Classification of November 30, 2012 Forfeitures (non-conservation) [13-387]

Finance & Budget Committee – Commissioner Raukar, Chair

3. GIS Web Application, Infrastructure and Data Maintenance, and Support Services [13-388]
4. Reversion of Depleted Fee Owned Gravel Pit to Adjoining Owner (Field Township) [13-389]
5. Reversion of Depleted Fee Owned Gravel Pit to Adjoining Owner (Solway Township) [13-390]
6. Acceptance of County Veterans Service Office Operational Enhancement Grant [13-391]

Public Safety & Corrections Committee

7. Purchase of Two Chevrolet Tahoes – Sheriff's Office Canine Vehicles [13-392]

REGULAR AGENDA:

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

Finance & Budget Committee – Commissioner Raukar, Chair

1. **Health and Dental Plan Rates – 2014** [13-393]
Resolution authorizing 2014 health plan and dental plan rates for employees and retirees.
2. **Construction Manager At-Risk Services Contract Amendment – GSC Duluth Remodeling** [13-394]
Resolution authorizing an amendment to an agreement with Johnson Wilson Constructors of Duluth, MN, for project alternatives for the GSC Duluth remodeling project.
3. **Election Systems and Software LLC – Hardware and Software Maintenance and Support Services Agreement** [13-395]
Resolution authorizing an agreement with Election Systems and Software LLC for maintenance and support services for election equipment.

COMMISSIONER DISCUSSION ITEMS AND REPORTS:

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

ADJOURNED:



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Resolution authorizing acceptance of the County Veterans Service Office Enhancement Grant from the Minnesota Department of Veterans Affairs.
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ADJOURNED:

NEXT COMMITTEE OF THE WHOLE MEETING DATES:

September 24, 2013 Historic Miner's Dry, 105 Miners Lake Landing Road, Ely, MN

October 1, 2013 Commissioners' Conference Room, Courthouse, Duluth, MN

October 8, 2013 Hermantown City Hall, 5105 Maple Grove Road, Hermantown, 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, September 3, 2013

Location: St. Louis County Courthouse, Duluth, Minnesota

Present: Commissioners Forsman, Stauber, Nelson, Raukar, and Chair Dahlberg

Absent: Commissioner Jewell

Vacant Seat: Second District

Convened: Chair Dahlberg called the meeting to order at 1:22 p.m.

CONSENT AGENDA

Raukar/Forsman moved to approve the consent agenda without Item #12, Agreement with Northern Lights Surveying Co., Inc. for Surveying Services (Fairbanks East) [13-370]. The motion passed. (5-0, Jewell absent)

- Minutes of August 13, 2013
- Adoption and Foster Care Recruitment Grant [13-359]
- Special Sale of Tax Forfeited Land to St. Louis County [13-360]
- Adjoining Owner Sale [13-361]
- Public Sale of State Tax Forfeited Lands on October 10, 2013 [13-362]
- State Tax Forfeited Lease Agreement with Yawkey Minerals Management, LLC [13-363]
- Reinstatement of Contract for Repurchase of State Tax Forfeited Land – Abbett [13-364]
- Solid Waste Management Plan Update [13-365]
- Amend Zoning Ordinance No. 46, Zoning Map (Unorganized 64-13) [13-366]
- Agreement with City of Hibbing for Reclaim and Overlay on CSAH 63 (Hibbing) [13-367]
- Award of Bid – Gasohol, Fuel Oil and Diesel Fuel [13-368]
- Agreement with JPJ Engineering, Inc. for Surveying Services (Grand Lake South) [13-369]
- Fire Protection/First Responder Services Contracts for Unorganized Territories [13-371]
- Sale of Non-Conforming Fee Land to Adjoining Property Owner (Field Township) [13-372]
- Acceptance of Child Sexual Predator Program Grant Extension [13-373]
- Establish Public Meetings on the 2014 Property Tax and Operating Budget (Tuesday, November 26, 2013, 7:00 p.m., City Hall, Hibbing, MN and Thursday, December 5, 2013, 7:00 p.m., St. Louis County Courthouse, Duluth, MN) [13-374]

Commissioner Jewell entered the meeting at 1:25 p.m.

Environmental & Natural Resources

St. Louis County Land Commissioner Mark Weber, former St. Louis County Land Commissioner Bob Krepps, representatives from The Conservation Fund, and representatives from Eco Systems gave a presentation regarding the proposed Class “B” land exchange.

Nelson/Dahlberg moved that the St. Louis County Board recognizes the value of land consolidation and supports the proposed exchange of state tax forfeited Class “B” lands for lands of equal value controlled by The Conservation Fund. The St. Louis County Board authorizes the Land and Minerals Department to proceed with an appraisal of all lands involved in the proposed land exchange. [13-375]. After further discussion, the motion passed. (6-0)

REGULAR AGENDA

Central Management & Inter-Governmental

Jewell/Forsman moved that the St. Louis County Board supports recent legislation relating to the two Tax Increment Financing Districts located within the city of Ely, MN, and approves all language included in Minnesota Session Laws 2013, Chapter 143 Article 9, Section 16 concerning these Tax Increment Financing Districts, which extends TIF District #1 until 2021 and allows the proceeds of TIF District #1 and TIF District #3 be pooled to cover the combined debt of the two TIF Districts. [13-382]. Harold Langowski, Clerk-Treasurer, City of Ely, discussed the impact of the pooling of revenues between the two districts. After further discussion, the motion passed. (6-0)

Commissioner Nelson stepped out of the meeting at 2:21 p.m.

Jewell/Forsman moved that the St. Louis County Board reappoints the following citizens to the CDBG Citizen Advisory Committee with a term expiring April 30, 2016:

- Alan Stanaway (Small Cities – Mt. Iron)
- Cynthia Kafut-Hagen (Hibbing)
- Darlene Saumer (Northern Townships-Colvin)
- Margaret Taylor (At Large-Midway Township)

That the County Auditor is authorized to advertise and accept applications until October 31, 2013, for six vacant positions on the CDBG Citizen Advisory Committee with terms to expire April 30, 2016 [13-381]. The motion passed. (5-0, Nelson absent)

Commissioner Nelson re-joined the meeting at 2:24 p.m.

Public Works & Transportation

Raukar/Forsman moved to award a bid to KGM Contractors, Inc., of Angora, MN, in the amount of \$387,739.50 for project WO 160607A (Storm), CR 836 Reconstruction in the city of Floodwood, MN [13-376]. The motion passed. (6-0)

Forsman/Nelson moved to authorize an agreement (number 5087C), and any amendments authorized by the County Attorney, whereby the county will purchase surveying services from Northern Lights Surveying Co., Inc. of Virginia, MN, for the recovery, restoration and perpetuation of corners of the Public Land Survey System in central St. Louis County (Fairbanks East) in the amount of \$74,010 [13-370]. The motion passed without recommendation. (6-0)

Finance & Budget

Raukar/Nelson moved that The 2014 maximum property tax levy recommendation based on a preliminary proposed budget will be provided to the County Board for consideration at the September 10, 2013 County Board meeting [13-377]. The motion passed without recommendation. (6-0)

Forsman/Nelson moved that the St. Louis County Board, acting on behalf of unorganized townships for the purpose of road and bridge maintenance and construction, adopts and certifies a maximum levy of \$1,130,000 for the year 2014 to be levied only in such unorganized townships [13-378]. After further discussion, the motion passed. (6-0)

Raukar/Jewell moved that the St. Louis County Board certifies the HRA maximum property tax levy for 2014 in the amount of \$211,030 [13-379]. Administrator Gray stated that the levy amount listed on the resolution does not reflect the final recommendation of the HRA Board; the actual amount certified by the HRA Board was \$208,940. After further discussion, Commissioner Raukar withdrew the motion. Nelson/Jewell moved that the St. Louis County Board certifies the HRA maximum property tax levy for 2014 in the amount of \$208,940. After further discussion, the motion passed. (5-1, Raukar)

Stauber/Nelson moved that the St. Louis County Board determines to eliminate all assessment fees, as defined in the proposed 2014 County Fee Schedule, for those cities and townships using county assessment services. All future assessment services beginning in 2014 for any current or additional jurisdictions choosing to use the assessment services of the St. Louis County Assessor's Office will be able to do so free of charge [13-380]. After further Commissioner discussion, the motion passed without recommendation for consideration at the September 24, 2013 Board meeting. (5-1, Raukar)

Commissioner Raukar exited the meeting at 3:51 p.m.

COMMISSIONER DISCUSSION ITEMS

Commissioner Jewell requested additional information regarding the state tax forfeited lease agreement with Yawkey Minerals Management, LLC. [13-363].

Commissioner Forsman said that Commissioner Nelson was appointed by Governor Dayton to the Greater Minnesota Regional Parks and Trails Commission.

Commissioner Nelson said that a number of parks and trails that receive funding are located in St. Louis County.

At 3:54 p.m., Jewell/Forsman moved to adjourn the Committee of the Whole meeting. (5-1, Raukar absent)

Chris Dahlberg, Chair of the County Board

Phil Chapman, Clerk of the County Board

BOARD LETTER NO. 13 - 386

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 1

BOARD AGENDA NO.

DATE: September 10, 2013 **RE:** Classification of November 30,
2012 Forfeitures (conservation)

FROM: Kevin Z. Gray
County Administrator

Mark Weber, Director
Land and Minerals

RELATED DEPARTMENT GOAL:
Forest management and minerals purposes.

ACTION REQUESTED:
The St. Louis County Board is requested to classify state tax forfeited lands as 'conservation'.

BACKGROUND:
Pursuant to Minn. Stat. § 282.01, Subd.1, all parcels of land becoming the property of the State of Minnesota in Trust through forfeiture for nonpayment of real estate taxes shall be classified as 'conservation' or 'non-conservation'. Attached to this board letter is a list of parcels that forfeited to the State of Minnesota on November 30, 2012. The Land and Minerals Department has reviewed these parcels and has determined that they are suitable to be classified as 'conservation' and retained in the tax forfeited Trust.

RECOMMENDATION:
It is recommended that the St. Louis County Board classify certain state tax forfeited lands as 'conservation'.

Classification of November 30, 2012 Forfeitures (conservation)

BY COMMISSIONER _____

WHEREAS, The parcels described here forfeited to the State of Minnesota on November 30, 2012 for nonpayment of real estate taxes; and

WHEREAS, All parcels of land becoming the property of the State of Minnesota in Trust through forfeiture for nonpayment of real estate taxes shall be classified as 'conservation' or 'non-conservation' as required by Minn. Stat. § 282.01, Subd. 1; and

WHEREAS, The Land and Minerals Department has recommended that the parcels be classified as 'conservation' after considering many factors including the present use of adjacent land, the productivity of the soil, the character of forest or other growth, the accessibility of lands to established roads, schools, and other public services, the suitability or desirability for particular uses and the suitability of the forest resources on the land for multiple use and sustained yield management; and

WHEREAS, The forfeited parcels may be located inside the boundaries of a municipality or town and Minn. Stat. § 282.01 provides that notice of the classification or reclassification and sale of lands situated within a municipality or town must be transmitted to its governing body; and

WHEREAS, The classification of the forfeited parcels will be deemed approved if the County Board does not receive notice of a municipality's or town's disapproval within 60 days of the date on which this resolution is delivered to the clerks of the municipalities or towns in which the parcels are located;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board classifies the state tax forfeited parcels described in County Board File No. _____ as 'conservation', and a notice of the classification shall be transmitted by the Land and Minerals Department to the clerks of the municipalities or towns in which the parcels are located.

Conservation Lands

Non-Platted

205-0010-06170	T52 R18 Sec 35	That part of SW $\frac{1}{4}$ of NW $\frac{1}{4}$ Lying E of RY R of W
205-0010-06190	T52 R18 Sec 35	SE $\frac{1}{4}$ of NW $\frac{1}{4}$ Ex SE $\frac{1}{4}$ of SE $\frac{1}{4}$ Lying E of RY

Platted

488-0350-00020	Registered Land Survey No 67 – North Star – Tract B
488-0350-00030	Registered Land Survey No 67 – North Star – Tract C

BOARD LETTER NO. 13 - 387

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 2

BOARD AGENDA NO.

DATE: September 10, 2013 **RE:** Classification of November 30,
2012 Forfeitures
(non-conservation)

FROM: Kevin Z. Gray
County Administrator

Mark Weber, Director
Land and Minerals

RELATED DEPARTMENT GOAL:

Financial return to the county and taxing districts.

ACTION REQUESTED:

The St. Louis County Board is requested to classify state tax forfeited lands as 'non-conservation'.

BACKGROUND:

Pursuant to Minn. Stat. § 282.01, Subd.1, all parcels of land becoming the property of the State of Minnesota in Trust through forfeiture for nonpayment of real estate taxes shall be classified as 'conservation' or 'non-conservation'. Attached to this board letter is a list of parcels that forfeited to the State of Minnesota on November 30, 2012. The Land and Minerals Department has reviewed these parcels and determined that they are suitable to be classified as 'non-conservation' and returned to private ownership.

RECOMMENDATION:

It is recommended that the St. Louis County Board classify state tax forfeited lands as 'non-conservation'.

Classification of November 30, 2012 Forfeitures (non-conservation)

BY COMMISSIONER _____

WHEREAS, The parcels described here forfeited to the State of Minnesota on November 30, 2012 for nonpayment of real estate taxes; and

WHEREAS, All parcels of land becoming the property of the State of Minnesota in Trust through forfeiture for nonpayment of real estate taxes shall be classified as 'conservation' or 'non-conservation' as required by Minn. Stat. § 282.01, Subd. 1; and

WHEREAS, The Land and Minerals Department has recommended that the parcels be classified as 'non-conservation' after considering many factors including the present use of adjacent land, the productivity of the soil, the character of forest or other growth, the accessibility of lands to established roads, schools, and other public services, the suitability or desirability for particular uses and the suitability of the forest resources on the land for multiple use and sustained yield management; and

WHEREAS, The forfeited parcels may be located inside the boundaries of a municipality or town and Minn. Stat. § 282.01 provides that notice of the classification or reclassification and sale of lands situated within a municipality or town must be transmitted to its governing body; and

WHEREAS, The classification of the forfeited parcels will be deemed approved if the County Board does not receive notice of a municipality's or town's disapproval within 60 days of the date on which this resolution is delivered to the clerks of the municipalities or towns in which the parcels are located;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board classifies the state tax forfeited parcels described in County Board File No. _____ as 'non-conservation', and a notice of the classification shall be transmitted by the Land and Minerals Department to the clerks of the municipalities or towns in which the parcels are located.

New Tax Forfeitures - Nonplatted Lands

19-Dec-12

Township	Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
49 15 1	THAT PART OF NE 1/4 OF NE 1/4 LYING WITHIN 50 FEET ON EITHER SIDE OF A LINE RUNNING THROUGH A POINT 480 FEET EAST OF SW CORNER OF SAID FORTY NORTHEASTERLY AT AN ANGLE OF 33DEG49' 868 FEET THENCE TO AND THROUGH A POINT ON THE EAST LINE OF SAID FORTY 523 FEET NORTH OF SE CORNER THEREOF (TRACT 12)	10	2740	20	2.28	N	12/10/2012	72494
50 14 11	COMM AT A PT ON THE W SIDE OF WOODLAND AVE WITH THE INTERSECTION OF N BOUNDARY LINE OF OXFORD ST PRODUCED ACROSS WOODLAND AVE EXTENDING NLY ALONG THE W LINE OF WOODLAND AVE 68 FT TO A PT RUNNING THENCE SWLY 5.52 FT PARALLEL WITH OXFORD ST THENCE SWLY 32 FT THENCE NWLY 1.11 FT THENCE SWLY PARALLEL WITH OXFORD ST TO A PT 115 FT FROM WOODLAND AVE RUNNING THENCE SELY 68 FT TO THE SAID N BOUNDARY LINE OF SAID OXFORD ST PRODUCED W OF WOODLAND AVE RUNNING THENCE NELY 115 FT ALON SAID N BOUNDARY LINE OF OXFORD ST TO PT OF BEG	10	2710	3010	0.17	N	12/10/2012	72493
50 15 5	E 330 25/100 FT OF S 25 AC OF SW 1/4 OF NW 1/4 EX HWY	395	10	1100	4.6	N	12/10/2012	72610
50 16 23	A PARCEL OF LAND IN THE NW1/4 OF NW1/4 OF SW1/4 OF SEC 23 TWP 50 R 16 STARTING AT THE INTERSECTION OF SLY LINE OF D M / N RY RT OF W AND THE ELY LINE OF THE MUNGER SHAW ROAD THENCE ELY 595 FT THENCE SLY 30 FT THENCE WLY 395 FT THENCE SLY 50 FT THENCE WLY 200 FT TO	530	10	4305	0.64	N	12/10/2012	72632

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
50	16	23	THE MUNGER SHAW ROAD THENCE NLY 80 FT TO PLACE OF BEG APPROX 64/100 AC	530	10	4305	0.64	N	12/10/2012	72632
50	17	19	SE1/4 OF NE1/4 OF NE1/4 OF SE1/4	275	16	283	2.5	N	12/10/2012	72520
50	20	32	W 580 4/5 FT OF N 150 FT OF NW 1/4 OF NE 1/4	355	10	5052	2	N	12/10/2012	72607
51	12	1	THAT PART OF NE 1/4 OF NW 1/4 LYING N OF THE NORTH SHORE ROAD EX 1 30/100 ACRES AT WEST SIDE EX HIGHWAY RT OF WAY 5/100 ACRES	315	10	40	0.45	N	12/10/2012	72529
51	15	22	S1/2 OF S1/2 OF S1/2 OF NE1/4 OF NE1/4	280	14	80	5	N	12/10/2012	72521
51	15	28	W1/2 OF SE1/4 OF NW1/4 EX E 220 FEET	280	15	100	13.33	N	12/10/2012	72522
51	15	28	E 220 FEET OF W1/2 OF SE1/4 OF NW1/4	280	15	105	6.67	N	12/10/2012	72523
51	15	34	SW1/4 OF NE1/4 EX ELY 10 ACRES & EX ELY 335FT OF SLY 468 FT OF WLY 30 ACRES & EX W 500 FT & EX COMM AT SW COR THENCE S89DEG39'16"E ASSUMED BEARING ALONG S LINE 583.60 FT TO PT OF BEG THENCE N00DEG12'21"E 1208.70 FT THENCE S89DEG39'16"E 400 FT THENCE S00DEG12'21"W 740.70 FT THENCE S89DEG39'16"W 335 FT THENCE S00DEG12'21"W 468 FT TO S LINE THENCE N89DEG 39'16"W ALONG S LINE 65 FT TO PT OF BEG	280	31	30	3.81	N	12/10/2012	72524
51	16	15	SE1/4 OF SW1/4 EX E 30 FT & EX N 767 FT OF W 104.35 FT OF E 134.35 FT & EX WLY 417 FT OF SLY 415 FT & EX ELY 514.95 FT OF SLY 415 FT & EX COMM AT SE COR OF FORTY THENCE WLY ALONG S LINE 699.90 FT TO PT OF BEG THENCE 90 DEG N 415 FT THENCE W 90 DEG 195.69 FT THENCE SELY 88 DEG 31' 415.14 FT TO S LINE THENCE ELY 184.95 FT TO PT OF BEG & EX BEG 514.95 FT W OF SE COR THENCE NLY 88 DEG 13' 415.20 FT THENCE WLY 88 DEG 13' 172.03 FT THENCE SLY 90	380	10	3224	6.66	N	12/10/2012	72609

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
51	16	15	DEG 415 FT TO S LINE OF FORTY THENCE ELY 184.95 FT TO PT OF BEG EX COMM AT THE S1/4 COR OF SAID SEC 15 THENCE N 00 DEG 36' 50" W ALONG THE E LINE OF THE SE1/4-SW1/4 OF SAID SEC 15 A DISTANCE OF 415.20 FT TO THE N LINE OF THE S 415 FT OF SAID SE1/4-SW1/4 THENCE N 88 DEG 49' 27" W ALONG SAID N LINE A DISTANCE OF 30.01 FT TO THE W LINE OF THE E 30 FT OF SAID SE1/4-SW1/4 AND THE PT OF BEG THENCE N 00 DEG 36" 50" W ALONG SAID W LINE A DISTANCE OF 115.72 FT TO THE S LINE OF THE N 767 FT OF SAID SE1/4-SW1/4 THENCE N 88 DEG 49' 50" W ALONG SAID S LINE A DISTANCE OF 207.34 FT THENCE N 36 DEG 09' 24" W A DISTANCE OF 366.02 FT THENCE N 00 DEG 36' 50" W A DISTANCE OF 476.17 FT TO THE N LINE OF THE SE1/4-SW1/4 THENCE WLY ALONG SAID N LINE A DISTANCE OF 844.06 FT TO THE NW COR OF SAID SE1/4-SW1/4 THENCE SLY ALONG THE W LINE OF SAID SE1/4-SW1/4 A DISTANCE OF 882.82 FT TO THE N LINE OF THE S 415 FT OF SAID SE1/4-SW1/4 THENCE S 88 DEG 49' 27" E A DISTANCE OF 1269.10 FT TO THE PT OF BEG	380	10	3224	6.66	N	12/10/2012	72609
51	17	18	NE1/4 OF SE1/4 EX R.R. R.O.W. & EX S 150 FT & EX NLY 660 FT OF S 810 FT OF E 660 FT & EX THAT PART LYING NELY OF CO HWY 7	400	10	3070	21.83	N	12/10/2012	72619
51	17	18	THAT PART OF NE1/4 OF SE1/4 LYING NELY OF CO HWY 7	400	10	3074	1.33	N	12/10/2012	72620
51	20	9	SW 1/4 OF NE 1/4	360	10	1540	40	N	12/10/2012	72608
52	12	32	W 1/2 OF W 165 4/10 FT OF E 330 8/10 FT OF THAT PART OF NW 1/4 OF NW 1/4 LYING SOUTH OF SUCKER RIVER	315	20	5600	1.69	N	12/10/2012	72530

Stock Piles: Description is Highlighted

Township	Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
52 18 2	SE 1/4 OF SE 1/4	205	10	330	40	N	12/10/2012	72505
52 18 35	THAT PART OF SW 1/4 OF NW 1/4 LYING E OF THE RY R OF W	205	10	6170	34.58	N	12/10/2012	72506
52 18 35	SE 1/4 OF NW 1/4 EX SE1/4 OF SE1/4 LYING E OF RY	205	10	6190	37.5	N	12/10/2012	72507
53 19 14	WLY 440 FT OF LOT 6 EX NLY 373 FT	440	10	1811	9.56	N	12/10/2012	72623
54 12 3	ELY 75 FT OF LOT 2 FORMERLY 210-20-336 (79J)	502	20	336	0.86	N	12/10/2012	72631
54 17 8	W1/2 OF NE1/4 OF SE1/4	305	20	1305	20	N	12/10/2012	72527
54 17 10	PART OF LOT 9 COMM AT SE COR THENCE N 0 DEG 25'51"W ALONG E LINE 105.08 FT TO PT OF BEG ON 1919 CENTERLINE OF OLD U S HWY NO 53 THENCE NWLY ALONG SAID CENTERLINE AND A NONTANGENTIAL CURVE CONCAVE TO SW HAVING A RADIUS OF 445.98 FT CENTRAL ANGLE OF 1DEG 57' 03" & A CHORD BEARING OF N25 DEG 29'36"W 15.18 FT THENCE N45 DEG 06'47"W ALONG SAID CENTERLINE 1271.20 FT THENCE NWLY ALONG SAID CENTERLINE ALONG A TANGENTIAL CURVE CONCAVE TO THE SW WITH A RADIUS OF 296.59 FT CENTRAL ANGLE OF 42DEG 22'28" 219.35 FT TO EXISTING CENTERLINE OF THE SOUTHBOUND LANE OF U S HWY NO 53 THENCE S39 DEG 52'24"E ALONG SAID CENTERLINE 1438.08 FT TO S LINE OF LOT 9 THENCE N88 DEG 39'58"E ALONG S LINE 184.03 FT TO PT OF BEG	305	20	1552	2.08	N	12/10/2012	72528
55 18 30	NW1/4 OF GOVT LOT 4	435	20	5542	8.58	N	12/10/2012	72622
55 20 13	NE 1/4 OF NW 1/4	420	30	2020	40	N	12/10/2012	72621
56 12 22	N 300 FT OF S 500 FT OF E 300 FT OF SE 1/4 OF SW 1/4	335	10	3755	2.1	N	12/10/2012	72532
56 17 34	W 250 FT OF SE 1/4 OF SE 1/4	690	10	5735	7.59	N	12/10/2012	72635

Classified as Conservation

Stock Piles: Description is Highlighted

Township	Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
56 20 2	NLY 165 FT OF LOT 10	141	10	271	5	N	12/10/2012	72560
56 21 2	W 7 AC OF E1/2 OF LOT 2 EX WLY 136 FT	141	40	310	4.78	N	12/10/2012	72563
57 14 27	SE1/4 OF NE1/4 EX NLY 435 FT OF ELY 200 FT	643	10	4040	38	N	12/10/2012	72633
57 14 27	NE 1/4 OF SE 1/4	643	10	4130	40	N	12/10/2012	72634
57 17 20	NW 1/4 OF NE 1/4 OF NE 1/4 EX HWY RT OF W	340	10	3580	6.21	N	12/10/2012	72533
57 17 29	NW 1/4 OF SW 1/4	340	10	5280	40	N	12/10/2012	72534
57 18 13	THAT PART OF NW1/4 OF NW1/4 BEG AT A PT 250 FT N OF N LINE OF RY RT OF WAY THENCE S 250 FT TO N LINE OF RY RT OF WAY THENCE ELY ALONG R/W TO E LINE OF NW1/4 OF NW1/4 THENCE NWLY TO PT OF BEG	295	14	570	3.79	N	12/10/2012	72526
57 20 7	THE SLY 50 FT OF NW1/4 OF NE1/4 LYING BETWEEN THE NLY EXTENSION OF THE W LINE OF LOT 6 BLK 4 AND THE NLY EXTENSION OF THE E LINE OF LOT 6 BLK 4 BROOKLYN ***SURFACE ONLY***	140	270	303	0.03	N	12/10/2012	72558
57 20 7	SLY 50 FT OF NW1/4 OF NE1/4 LYING BETWEEN THE NLY EXTENSION OF W LINE OF LOT 3 BLK 1 AND THE NLY EXTENSION OF THE E LINE OF LOT 4 BLK 1 BROOKLYN ***SURFACE ONLY***	140	270	310	0.06	N	12/10/2012	72559
57 20 28	UND 1/2 OF ELY 69 FT OF WLY 564 FT OF NW1/4 OF NE1/4 EX HWY R/W	141	20	3776	1.98	Y	12/10/2012	72561
57 20 31	S 1/2 OF S 1/2 OF S 1/2 OF S 1/2 OF LOT 3	141	20	4369	2.52	N	12/10/2012	72562
57 21 2	S1/2 SW1/4 OF SE1/4 EX MINERAL INTEREST UTICA MINE AND EXEMPT 1.5 ACRES FOR TACONITE	141	50	190	20	N	12/10/2012	72564
57 21 15	N 20 FT OF S 920 FT OF THAT PART OF NW 1/4 OF SW 1/4 LYING W OF SNOW SHOE LAKE	141	50	2215	0.12	N	12/10/2012	72565
57 21 21	E 80 FT OF W 175 FT OF S 80 FT OF N 160	141	50	3656	0.14	N	12/10/2012	72566

Stock Piles: Description is Highlighted

Township	Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
57 21 21	FT OF SE1/4 OF NE1/4	141	50	3656	0.14	N	12/10/2012	72566
58 15 10	BEGINNING 2053 91/100 FT N OF AN IRON MONUMENT MARKING THE W SIDE OF VERMILION ROAD 389 26/100 FT E OF THE SW CORNER OF SEC 10 AND EXTENDING WLY 214 63/100 FT TO THE W LINE OF SEC 10 THENCE SLY 100 12/100 FT ON W LINE OF SEC 10 THENCE ELY 223 9/100 FT TO THE W SIDE OF VERMILION ROAD THENCE NLY 99 97/100 FT TO THE POINT OF BEGINNING ALSO CALLED LOT 5 BLK 1 PRIVATE PLAT	100	80	870	0.5	N	12/10/2012	72545
58 15 10	S 166 FT OF N 516 FT OF NE 1/4 OF SE 1/4	100	80	1186	5.03	N	12/10/2012	72546
58 17 34	SITE NO 16 OF NE1/4 OF SE1/4	60	50	567	0	N	12/10/2012	72600
58 17 34	SITES 39 AND 40 OF NE 1/4 OF SE 1/4	60	50	579	0	N	12/10/2012	72601
58 18 9	THAT PART OF THE ABANDONED RY RT OF WAY LYING N OF THE CENTERLINE OF ABANDONED RY RT OF WAY EX N 125 FT OF W 66 1/2 FT SURFACE ONLY ALL IN THE NW1/4 OF SE1/4	175	70	1120	1.61	N	12/10/2012	72498
58 18 15	NE1/4 OF NE1/4 EX NLY 660 FT OF WLY 330 FT & EX COMM AT A PT ON E LINE 33.01 FT S OF NE COR OF SAID FORTY THENCE S88DEG07'52"W ASSIGNED BEARING PARALLEL TO N LINE 529.61 FT TO PT OF BEG THENCE CONT S88DEG07'52"W 231.81 FT THENCE S01DEG41'01"E 418 FT THENCE N88DEG 07'52"E 233.16 FT THENCE N01DEG52'08"W 418 FT TO PT OF BEG & EX COMM AT A PT ON E LINE 33.01 FT S OF NE COR THENCE S88DEG07'52"W ASSIGNED BEARING PARALLEL TO N LINE OF SAID FORTY 231.80 FT TO PT OF BEG THENCE CONT S88DEG07'52"W 231.81 FT THENCE S01DEG52'08"E 418 FT THENCE N88DEG07'52"E 227.79 FT THENCE	175	70	1480	0.75	N	12/10/2012	72499

Township	Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
58 18 15	N01DEG52'08"E 418 FT TO PT OF BEG & EX THAT PART OF NE1/4 OF NE1/4 BEG AT A PT ON E LINE 33.01 FT S OF NE COR THENCE S88DEG07'52"W ASSIGNED BEARING PARALLEL TO N LINE OF SAID FORTY 231.08 FT THENCE S01DEG19'09"E 418.02FT THENCE N88DEG07'52"E 227.79 FT TO E LINE OF FORTY THENCE N00DEG46'11"W TO PT OF BEG & EX THAT PART OF NE1/4 OF NE1/4 COMM AT A PT ON E LINE 33.01 FT S OF NE COR THENCE S88DEG07'52" W ASSIGNED BEARING PARALLEL TO N LINE OF NE1/4 OF NE1/4 761.42 FT TO PT OF BEG THENCE CONT S88DEG07'52"W 231.80 FT THENCE S01DEG29' 52"E 418.01 FT THENCE N88DEG07'52"E 233.16 FT THENCE N01DEG41'01"W 418 FT TO PT OF BEG & EX S 208 FT OF W 208 FT OF NE1/4 OF NE1/4 & EX THAT PART OF NE1/4 OF NE1/4 COMM AT NE COR THENCE S00DEG46'11"E ASSIGNED BEARING ALONG E LINE 451.08 FT TO PT OF BEG THENCE S88DEG07' 52"W 455.59 FT THENCE N01DEG52'08"W 418 FT THENCE S88DEG07'52"W ON A LINE PARALLEL WITH & 33 FT S OF N LINE 66 FT THENCE S01DEG52'08" E 418 FT THENCE S88DEG07'52"W 466.32 FT THENCE S01DEG29'52"E 209 FT THENCE S88DEG07' 52"W TO W LINE OF NE1/4 OF NE1/4 330.01 FT THENCE S01DEG29'52"E ALONG W LINE 444.16 FT THENCE N88DEG26'33"E 208 FT THENCE S01DEG29' 52"E TO S LINE 208 FT THENCE E ALONG S LINE 1098.85 FT TO SE COR OF NE1/4 OF NE1/4 THENCE N00DEG46'11"W ALONG E LINE 868.41 FT TO PT OF BEG	175	70	1480	0.75	N	12/10/2012	72499
59 15 30	PART OF GOVT LOT 1 BEG AT MOST NWLY COR OF CONDOMINIUM NO 20 THE VILLAS AT GIANTS RIDGE	15	110	4695	0.16	N	12/10/2012	72581

Stock Piles: Description is Highlighted

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
59	15	30	AS SHOWN ON THE TWELFTH SUPPLEMENTAL CONDOMINIUM PLAT & ASSUMING THE N LINE OF SAID CONDOMINIUM NO 20 TO BEAR S70DEG35'08"E THENCE N70DEG35'08"W ALONG THE WLY EXTENSION OF SAID N LINE 80.60 FT TO THE MONUMENTED ELY RT OF WAY LINE OF CSAH NO 138 ALSO BEING LABELED AS POINT B ON SAID 12TH SUPPLEMENTAL CONDOMINIUM PLAT THENCE NELY ALONG SAID ELY RT OF WAY LINE 115.27 FT MORE OR LESS TO THE INTERSECTION WITH A LINE DRAWN PARALLEL WITH AND 115.00 FT N OF SAID N LINE OF CONDOMINIUM NO 20 AND ITS WLY EXTENSION THENCE S70DEG35' 08"E ALONG SAID LINE DRAWN PARALLEL WITH AND 115.00 FT N OF THE N LINE OF CONDOMINIUM NO 20 AND ITS WLY EXTENSION 340 FT MORE OR LESS TO ITS INTERSECTION WITH THAT LINE LOCATED AT ELEVATION 1369.3 NATIONAL GEODETIC VERTICAL DATUM NGVD 1929 WHICH CONSTITUTES THE LOW WATER MARK OF WYNNE LAKE AS OF THE TIME OF STATEHOOD AS CHANGED BY ACCRETION AND RELICTION THE E BOUNDARY LINE THENCE SLY ALONG SAID E BOUNDARY LINE TO ITS INTERSECTION WITH SAID N LINE OF CONDOMINIUM NO 20 THENCE N70DEG35'08"W ALONG SAID N LINE OF CONDOMINIUM NO 20 292 FT MORE OR LESS TO THE PT OF BEG EX PART PLATTED AS CIC NO 74 GIANTS RIDGE LAKE VILLAS RESORT & EX PART PLATTED AS GIANTS RIDGE LAKE VILLAS RESORT SECOND SUPPLEMENTAL	15	110	4695	0.16	N	12/10/2012	72581
59	20	35	SLY 300 FT OF SW1/4 OF NE1/4 LYING W OF ROAD	235	30	5616	6.2	N	12/10/2012	72512
59	20	35	PART OF NW 1/4 OF SE 1/4 COMMENCING AT	235	30	5725	4.68	N	12/10/2012	72513

Stock Piles: Description is Highlighted

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
59	20	35	INTERSECTION OF N LINE OF FORTY AND W LINE OF HWY NO 66 THENCE W 427 FT THENCE S 510 FT TO A POINT 427 FT W OF W LINE OF HWY NO 66 THENCE E TO W LINE OF HWY THENCE N TO POINT OF BEGINNING EX HWY R/W	235	30	5725	4.68	N	12/10/2012	72513
60	13	2	PART OF LOT 1 COMM AT NE COR OF LOT 1 BLK 16 BABBITT 8TH DIV THENCE N 0 DEG E 100 FT ALONG BABBITT RD TO PT OF BEG ON N LINE OF CENTRAL BLVD THENCE N 0 DEG E 463.64 FT THENCE S 60 DEG 58' 30"W 186 FT THENCE N 88 DEG 56' 32"W 313.12 FT THENCE S 31 DEG 2' 54"W 10.47 FT THENCE S 1 DEG 28' 47"W 351.99 FT THENCE S 80 DEG 18' 27"W 83.22 FT THENCE S 9 DEG 41' 33"E 46.48 FT TO N LINE OF CENTRAL BLVD THENCE ELY ALONG N LINE 566.98 FT TO PT OF BEG	105	80	176	4.5	N	12/10/2012	72547
60	15	24	E 193 FT OF N 208 FT OF S 608 FT OF SW 1/4 OF NW 1/4	330	10	3585	0.92	N	12/10/2012	72531
61	18	18	SE 1/4 OF SW 1/4	215	10	3140	40	N	12/10/2012	72508
61	18	19	NE 1/4 OF NW 1/4	215	10	3230	40	N	12/10/2012	72509
61	18	19	LOT 2	215	10	3250	40.65	N	12/10/2012	72510
61	18	19	SE 1/4 OF NW 1/4	215	10	3260	40	N	12/10/2012	72511
61	19	31	SW 1/4 OF NE 1/4	200	10	4960	40	N	12/10/2012	72502
61	19	31	SE 1/4 OF NW 1/4	200	10	5010	40	N	12/10/2012	72503
61	19	31	NW 1/4 OF SE 1/4	200	10	5080	40	N	12/10/2012	72504
62	13	7	RY R/W ACROSS S1/2 OF SEC 7 EX LOT 5 AND EX UND 1/3 ACROSS NE1/4 OF SE1/4 AND LOT 7	465	30	1200	11.1	Y	12/10/2012	72625
62	13	7	UND 1/3 INT IN RY RT OF WAY ACROSS NE1/4 OF	465	30	1202	7.6	Y	12/10/2012	72626

Stock Piles: Description is Highlighted

Township			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
62	13	7	SE1/4 AND LOT 7	465	30	1202	7.6	Y	12/10/2012	72626
63	12	13	W 360 FT OF SE1/4 OF SW1/4 EX W 330 FT	465	20	1793	10.91	N	12/10/2012	72624

Acres (Not including undivided interest parcels): 781.46

Acres total of undivided interest parcels: 20.68

New Tax Forfeitures - Platted Lands

19-Dec-12

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	134	160	AUDITORS PLAT NO 21 DULUTH	4	2	LOT: 0002 BLOCK:004	N	12/10/2012	72462
10	230	1330	BAY VIEW ADDITION TO DULUTH NO 2	42	0	LOTS 15 THRU 17	N	12/10/2012	72463
10	230	1360	BAY VIEW ADDITION TO DULUTH NO 2	42	0	LOTS 18 THRU 20	N	12/10/2012	72464
10	230	1540	BAY VIEW ADDITION TO DULUTH NO 2	43	0	LOTS 12 13 AND 14	N	12/10/2012	72465
10	280	590	BRIGHTON GARDENS 1ST DIVISION DULUTH	2	0	LOTS 24 AND 25	N	12/10/2012	72466
10	300	110	BRISTOL BEACH 1ST DIVISION DULUTH	1	10	INC PT OF VAC AVE ADJ	N	12/10/2012	72467
10	315	300	BRISTOLWOOD CITY OF DULUTH			OPEN SPACE	N	12/10/2012	72468
10	316	90	BRISTOLWOOD FIRST ADDITION			OUTLOT A	N	12/10/2012	72469
10	760	1680	CRESCENT VIEW PARK DULUTH	12	6	NLY 28 57/100 FT	N	12/10/2012	72470
10	800	110	REARRANGEMENT OF CROSLY PARK ADDITION DULUTH	1	0	LOTS 11 THRU 14	N	12/10/2012	72471
10	800	580	REARRANGEMENT OF CROSLY PARK ADDITION DULUTH	2	0	LOTS 25 THRU 29	N	12/10/2012	72472
10	860	5140	DULUTH HEIGHTS 1ST DIVISION			LOTS 8 THRU 22 BLK 32 INC PART OF VAC ALLEY ADJ AND LOT 1 BLK 33	N	12/10/2012	72473
10	860	5830	DULUTH HEIGHTS 1ST DIVISION	35	0	LOTS 17 AND 18	N	12/10/2012	72474
10	880	1780	DULUTH HEIGHTS 5TH DIVISION	6	0	LOTS 23 THRU 28	N	12/10/2012	72475
10	880	1845	DULUTH HEIGHTS 5TH DIVISION	6		ALL OF LOT 29 & LOT 30 EX WLY 33 FT	N	12/10/2012	72476
10	880	1850	DULUTH HEIGHTS 5TH DIVISION	6	0	WLY 33 FT OF LOT 30	N	12/10/2012	72477
10	1010	1290	DULUTH PROPER 1ST DIVISION EAST 5TH STREET	0	0	E1/2 OF E1/2 OF LOT 28 & ALL OF LOT 30	N	12/10/2012	72478
10	1010	1330	DULUTH PROPER 1ST DIVISION EAST 5TH STREET	0	32	SLY 35 FT OF NLY 85 F	N	12/10/2012	72479
10	1120	6020	DULUTH PROPER SECOND DIVISION	58	259	E 1/2	N	12/10/2012	72480
10	1120	6030	DULUTH PROPER SECOND DIVISION	58	0	WLY 1/2 OF LOT 259 AND AND ALL OF LOT 261	N	12/10/2012	72481
10	1180	2620	DULUTH PROPER SECOND DIVISION	116	444	E 1/2	N	12/10/2012	72482
10	1350	5150	DULUTH PROPER THIRD DIVISION	111	75	LOT: 0075 BLOCK:111	N	12/10/2012	72483
10	1390	310	EDGEBROOK DIVISION OF DULUTH	2	26	LOT: 0026 BLOCK:002	N	12/10/2012	72484

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	1460	4030	ENDION DIVISION OF DULUTH	40	6	E 1/2 EX S 8FT FOR ALLEY	N	12/10/2012	72485
10	2010	910	GREYSOLON FARMS 1ST DIVISION OF DULUTH	4	6	LOT: 0006 BLOCK:004	N	12/10/2012	72486
10	2110	7445	HARRISONS BROOKDALE DIVISION OF DULUTH	61	0	ELY 5 FT OF LOT 9 ALL OF LOT 10 AND WEST 10 FT OF LOT 11	N	12/10/2012	72487
10	2110	7466	HARRISONS BROOKDALE DIVISION OF DULUTH	61	11	WLY 3 FT OF S 30 FT OF E 15 FT.	N	12/10/2012	72488
10	2260	7490	HOME PARK DIVISION OF NEW DULUTH	99	0	LOTS 14 AND 15	N	12/10/2012	72489
10	2270	3450	HOMWOOD ADDITION TO DULUTH	8	0	SLY 1/2 OF LOT 37 AND ALL OF LOT 38	N	12/10/2012	72490
10	2540	580	IRONTON 3RD DIVISION DULUTH	6	11	LOT: 0011 BLOCK:006	N	12/10/2012	72491
10	2550	1640	IRONTON 4TH DIVISION DULUTH	7		LOTS 29 THROUGH 36	N	12/10/2012	72492
10	2810	50	LEMAGIE PARK DIVISION OF DULUTH	1	7	LOT 7 BLOCK 1	N	12/10/2012	72495
10	2890	20	LINCOLN PARK GARDENS 2ND DIVISION DULUTH	1	2	LOT: 0002 BLOCK:001	N	12/10/2012	72496
10	3450	225	NORTH HOMELAND DULUTH	2	20	SLY 200 FT EX E 100 FT	N	12/10/2012	72497
10	3450	340	NORTH HOMELAND DULUTH	3	8	INC PART VAC ST ADJ	N	12/10/2012	72571
10	3450	530	NORTH HOMELAND DULUTH	4	8	INC PART VAC ST ADJ	N	12/10/2012	72572
10	3470	530	NORTONS ACRE OUTLOTS DULUTH	0	0	LOTS 53 AND 54	N	12/10/2012	72573
10	3530	820	NORTONS LAKEWOOD GARDENS DULUTH	4	17	LOT: 0017 BLOCK:004	N	12/10/2012	72574
10	3830	15530	PORTLAND DIV OF DULUTH	98	0	LOT 10 AND WLY 10 FT OF LOT 11 INC VAC 20 FT OF E 4TH ST	N	12/10/2012	72575
10	3907	20	REGISTERED LAND SURVEY NO 50 DULUTH	0	0	TRACT B	N	12/10/2012	72576
10	3997	60	SACKETTE ADDITION	2	4	LOT 4 BLOCK 2	N	12/10/2012	72577
10	4050	10	SPALDINGS ADDITION DULUTH	0	0	THAT PART OF W 50FT OF BLK 1 AND OF LOT 384 BLK 173 DUL PROP 2ND DIV LYING WITHIN 45 FT OF SLY LINE OF 9 TH ST	N	12/10/2012	72578
10	4540	2040	WEST END ADDITION TO DULUTH	13	9	LOT: 0009 BLOCK:013	N	12/10/2012	72579
10	4555	150	WESTERN WOODS DIVISION DULUTH	1	15	LOT: 0015 BLOCK:001	N	12/10/2012	72580
20	10	4380	CHISHOLM	15	20	LOT: 0020 BLOCK:015	N	12/10/2012	72582
20	10	4390	CHISHOLM	15	21	LOT: 21 BLOCK:015	N	12/10/2012	72583
20	60	300	CARLIN 2ND ADDITION TO CHISHOLM	0	29	LOT: 0029 BLOCK:000	N	12/10/2012	72584
20	60	380	CARLIN 2ND ADDITION TO CHISHOLM	0	0	LOTS 36 AND 37 EX HWY EASEMENT	N	12/10/2012	72585

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
20	80	390	CARLIN GARDENS CHISHOLM	2	10	LOT: 0010 BLOCK:002	N	12/10/2012	72586
20	100	840	GEARY AND SICARDS ADDITION TO CHISHOLM	3	0	E 35 FT OF LOTS 13 14 AND 15	N	12/10/2012	72587
20	150	280	NORTHERN ADDITION TO CHISHOLM	2	0	LOTS 1 AND 2	N	12/10/2012	72588
20	150	410	NORTHERN ADDITION TO CHISHOLM	2	0	N 56 FT OF LOTS 13 THRU 16	N	12/10/2012	72589
20	150	5350	NORTHERN ADDITION TO CHISHOLM	19	32	LOT: 0032 BLOCK:019	N	12/10/2012	72590
20	200	1930	WESTERN ADDITION TO CHISHOLM	8	0	BEGINNING AT NW CORNER OF LOT 5 BLK 8 RUNNING THENCE S TO SW CORNER OF SAID LOT THENCE E ALONG THE S LINE OF SAID LOT 24 8/10 FT THENCE N TO THE N LINE OF LOT 24 BLK 8 NORTHERN ADD TO CHISHOLM THENCE W ALONG THE SAID LINE AND THE N LINE OF LOT 5 BLK 8 A DISTANCE OF 25 FT TO PLACE OF BEGINNING AND ELY 5 FT OF LOT 6	N	12/10/2012	72591
30	120	620	KAPSCH GARDEN TRACTS ELY	5	0	ALL OF LOTS 5 AND 6 AND THE W1/2 OF LOT 7	N	12/10/2012	72592
30	120	640	KAPSCH GARDEN TRACTS ELY	5		E1/2 OF LOT 7 AND ALL OF LOTS 8 AND 9	N	12/10/2012	72593
30	120	670	KAPSCH GARDEN TRACTS ELY	5	0	LOTS 10 AND 11	N	12/10/2012	72594
30	330	520	VAILS ADDITION TO ELY	2	0	LOTS 11 AND 12	N	12/10/2012	72595
30	372	160	WHITESIDES 2ND ADDITION TO ELY	2	0	LOT 10 AND W 12 1/2 FT OF LOT 11	N	12/10/2012	72596
40	10	2520	REARRANGEMENT OF 1ST ADDN TO EVELETH	30	12	LOT: 0012 BLOCK:030	N	12/10/2012	72597
40	80	340	DORR ADDITION TO EVELETH	76	9	LOT: 0009 BLOCK:076	N	12/10/2012	72598
40	90	70	EVELETH CENTRAL DIVISION NO 1	44	4	LOT: 0004 BLOCK:044	N	12/10/2012	72599
80	10	1370	TOWER	13	11	LOT: 0011 BLOCK:013	N	12/10/2012	72602
80	10	2470	TOWER	21	6	E1/2 OF LOT 6 BLOCK 21	N	12/10/2012	72603
90	10	1052	VIRGINIA	8	9	E 5 FT SUBJECT TO INCREMENT FINANCING	N	12/10/2012	72604
90	10	3060	VIRGINIA	16	20	LOT 20 BLOCK 16	N	12/10/2012	72605
90	10	5300	VIRGINIA	24	10	LOT: 010 BLOCK:024	N	12/10/2012	72606
90	10	6580	VIRGINIA	28	10	LOT: 0010 BLOCK:028	N	12/10/2012	72535
90	10	7500	VIRGINIA	30	0	LOTS 30 31 AND 32	N	12/10/2012	72536
90	10	10565	VIRGINIA	41	22	E1/2 OF LOT 22 EX PART LYING WLY OF THE WLY	N	12/10/2012	72537

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
90	10	10565	VIRGINIA	41	22	DM&IR RAILROAD RIGHT OF WAY BOUNDARY	N	12/10/2012	72537
90	60	1690	ANDERSONS 3RD ADDITION TO VIRGINIA	8	0	LOT 12 AND WLY 1/2 OF LOT 13	N	12/10/2012	72538
90	126	100	OLCOTT FIRST ADDITION TO VIRGINIA	1	0	LOTS 7 THRU 10	N	12/10/2012	72539
100	47	30	KNUTI 2ND ADDITION TO AURORA	4	3	LOT: 0003 BLOCK:004	N	12/10/2012	72540
100	47	40	KNUTI 2ND ADDITION TO AURORA	4	4	LOT: 0004 BLOCK:004	N	12/10/2012	72541
100	47	50	KNUTI 2ND ADDITION TO AURORA	4	5	LOT: 0005 BLOCK:004	N	12/10/2012	72542
100	47	70	KNUTI 2ND ADDITION TO AURORA	4	7	LOT: 0007 BLOCK:004	N	12/10/2012	72543
100	47	110	KNUTI 2ND ADDITION TO AURORA	4	0	LOTS 11 THRU 14	N	12/10/2012	72544
110	10	2460	BROOKSTON	13	2	LOT: 0002 BLOCK:013	N	12/10/2012	72548
115	30	470	BUHL SECOND ADDITION	2	0	LOT 6 AND ELY 1/2 OF LOT 7	N	12/10/2012	72549
120	10	1030	ASHAWA VILLAGE OF COOK	6	0	LOTS 4 AND 5	N	12/10/2012	72550
125	30	640	SAVANNA ADDITION TO FLOODWOOD	42	0	LOTS 1 AND 2	N	12/10/2012	72551
139	180	1290	MISSABE ADDITION TO HIBBING	5	0	LOTS 1 2 3 4	N	12/10/2012	72552
140	50	1030	BROOKLYN C OF HIBBING	8	31	LOT: 0031 BLOCK:008	N	12/10/2012	72553
140	90	3260	FAIRVIEW C OF HIBBING	12	10	LOT: 0010 BLOCK:012	N	12/10/2012	72554
140	92	10	FILLMAN SUBDIVISION HIBBING	1	0	LOTS 1 THRU 16	N	12/10/2012	72555
140	120	330	KITZVILLE HIBBING	2	0	LOTS 26 27 AND 28	N	12/10/2012	72556
140	130	1910	KOSKIVILLE HIBBING	9	0	LOTS 1 AND 2	N	12/10/2012	72557
141	150	80	KELLY LAKE TOWNSITE CITY OF HIBBING	1	0	LOTS 8 AND 9	N	12/10/2012	72567
141	150	2050	KELLY LAKE TOWNSITE CITY OF HIBBING	8	0	LOTS 9 AND 10	N	12/10/2012	72568
141	160	470	KELLY LAKE FIRST ADDITION CITY OF HIBBING	6	2	LOT: 0002 BLOCK:006	N	12/10/2012	72569
150	20	130	KINNEY FIRST ADDITION TO	6	17	LOT: 0017 BLOCK:006	N	12/10/2012	72570
185	50	230	SECOND ADDITION TO PROCTORKNOTT	1	19	LOT: 0019 BLOCK:001	N	12/10/2012	72500
185	150	1640	MAGOFFINS 2ND DIVISION OF PROCTORKNOTT	5	0	LOTS 3 AND 4	N	12/10/2012	72501
235	55	10	FRASER BALKAN	1	0	LOTS 1 THRU 6	N	12/10/2012	72514
235	55	70	FRASER BALKAN	2	0	LOTS 1 THRU 6	N	12/10/2012	72515
235	55	460	FRASER BALKAN	7	0	LOTS 1 THRU 12	N	12/10/2012	72516
235	55	580	FRASER BALKAN	8		ALL	N	12/10/2012	72517

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
235	55	700	FRASER BALKAN	9		LOTS 1 THRU 5	N	12/10/2012	72518
235	55	750	FRASER BALKAN	10	0	ALL	N	12/10/2012	72519
280	40	1015	CARIBOU LAKE TRACTS TOWN OF CANOSIA	6	2	SOUTH 1/2	N	12/10/2012	72525
395	134	590	MAPLE VILLAGE			OUTLOT A	N	12/10/2012	72611
395	134	610	MAPLE VILLAGE			OUTLOT C	N	12/10/2012	72612
395	134	650	MAPLE VILLAGE			OUTLOT G	N	12/10/2012	72613
395	134	670	MAPLE VILLAGE			OUTLOT I	N	12/10/2012	72614
395	134	680	MAPLE VILLAGE			OUTLOT J	N	12/10/2012	72615
395	134	690	MAPLE VILLAGE			OUTLOT K	N	12/10/2012	72616
395	134	700	MAPLE VILLAGE			OUTLOT L	N	12/10/2012	72617
395	134	710	MAPLE VILLAGE			OUTLOT M	N	12/10/2012	72618
488	350	10	REGISTERED LAND SURVEY NO 67 NORTH STAR			TRACT A	N	12/10/2012	72627
488	350	20	REGISTERED LAND SURVEY NO 67 NORTH STAR			TRACT B	N	12/10/2012	72628
488	350	30	REGISTERED LAND SURVEY NO 67 NORTH STAR			TRACT C	N	12/10/2012	72629
488	350	90	REGISTERED LAND SURVEY NO 67 NORTH STAR			TRACT I	N	12/10/2012	72630

Classified as Conservation Lands

Number of Parcels 128

BOARD LETTER NO. 13 - 388

FINANCE & BUDGET COMMITTEE CONSENT NO. 3

BOARD AGENDA NO.

DATE: September 10, 2013 **RE:** GIS Web Application,
Infrastructure and Data
Maintenance, and Support
Services

FROM: Kevin Z. Gray
County Administrator

Barbara Hayden, Director
Planning and Community Development

RELATED DEPARTMENT GOAL:

Provide quality data to policy makers, staff and the public in an accessible format and support strong county infrastructure.

ACTION REQUESTED:

The St. Louis County Board is requested to approve a contract to provide web application, infrastructure, and data maintenance and support services with Pro-West and Associates of Walker, MN, in order to keep the county's Geographic Information System (GIS) mobile, server, web, and desktop technology systems functioning and operating properly.

BACKGROUND:

St. Louis County has developed a variety of enterprise public and internal web mapping applications which include: County Land Explorer, Public Works Road and Bridge Construction Viewer, Flood Storm Damage, Land Information Portal, Maps-on-Demand, and other web interfaces to various systems. Furthermore, the county has purchased a Fast Track Gov solution to provide a web-based licensing, permitting, citizen request, and payment processing services to residents and businesses that is integrated with the Mitchell Humphrey accounting system. All these web applications and interfaces will require ongoing maintenance and upgrades.

To support and connect these systems, the county's network and data infrastructure is critical to the successful functionality and operation of these GIS web applications and services. This infrastructure can include server management, security, scripts, views, web services, data server organization, upgrades, server and data replication, disaster recovery, and a host of other operational needs.

In addition, a quality and complete data tier is critical in providing this data to county staff and public users, as well as the data consumption by county web applications. The county

is in need to maintain and enhance geospatial data that has been developed. This geospatial data is critical to county business operations from 911 communications Computer Aided Dispatch and law enforcement records systems to land records management.

Pro-West has developed these customized web mapping applications, geospatial datasets, and assisted in the deployment and maintenance of the county GIS network and infrastructure, and is in the sole position to provide maintenance and support services.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract with Pro-West and Associates of Walker, MN, for professional maintenance and support services in the amount up to \$75,000, payable from Fund 100, Agency 109003, Object 629900. It is further recommended to authorize the Planning and Community Development Director, with approval of the County Attorney, to amend and execute future contracts provided funds are available and included in the County Board approved budget.

GIS Web Application, Infrastructure and Data Maintenance, and Support Services

BY COMMISSIONER _____

WHEREAS, St. Louis County makes extensive use of GIS mobile, server, web, and desktop technology; and

WHEREAS, St. Louis County has developed and deployed public and internal facing web applications, infrastructure, and data for business operations; and

WHEREAS, St. Louis County is in need of web application, infrastructure, and data maintenance and support services; and

WHEREAS, Pro-West and Associates has developed these customized web mapping applications, geospatial datasets, and assisted in the deployment and maintenance of the county GIS network and infrastructure, and is in the sole position to provide maintenance and support services;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute a contract with Pro-West and Associates for web mapping applications, infrastructure and data maintenance and support services for up to \$75,000;

RESOLVED FURTHER, The St. Louis County Board authorizes the Planning and Community Development Director, with approval of the County Attorney, to amend and execute future contracts with Pro-West and Associates of Walker, MN, for web mapping application, infrastructure, and data maintenance and support services, provided funds are available and included in the St. Louis County Board approved budget;

RESOLVED FURTHER, That the funds shall be made from the Planning and Community Development Fund 100, Agency 109003, Object 629900 or its designated fund.

BOARD LETTER NO. 13 - 389

FINANCE & BUDGET COMMITTEE CONSENT NO. 4

BOARD AGENDA NO.

DATE: September 10, 2013 **RE:** Reversion of Depleted Fee Owned
Gravel Pit to Adjoining Owner
(Field 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 reversion of a 1 acre fee owned gravel pit and access road to the adjoining owner in Field Township (Section 34, T62N, R16W).

BACKGROUND:

St. Louis County acquired this parcel in 1919 from Peter Ongalo and Mary Ongalo for use as a gravel pit. The deed conveying this property to St. Louis County contains a reversion clause requiring St. Louis County to re-convey its interest in the gravel pit when it is abandoned. The gravel pit has been inspected and is deemed to be depleted and abandoned.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a quit claim deed conveying the county's interest in the above described property to the adjoining owners William A. Ongalo and Donna L. Ongalo.

**Reversion of Depleted Fee Owned Gravel Pit to Adjoining Owner
(Field Township)**

BY COMMISSIONER _____

WHEREAS, St. Louis County has been requested to re-convey to the surrounding owner a 1 acre depleted gravel pit as required by the original deed. Said property is legally described as follows.

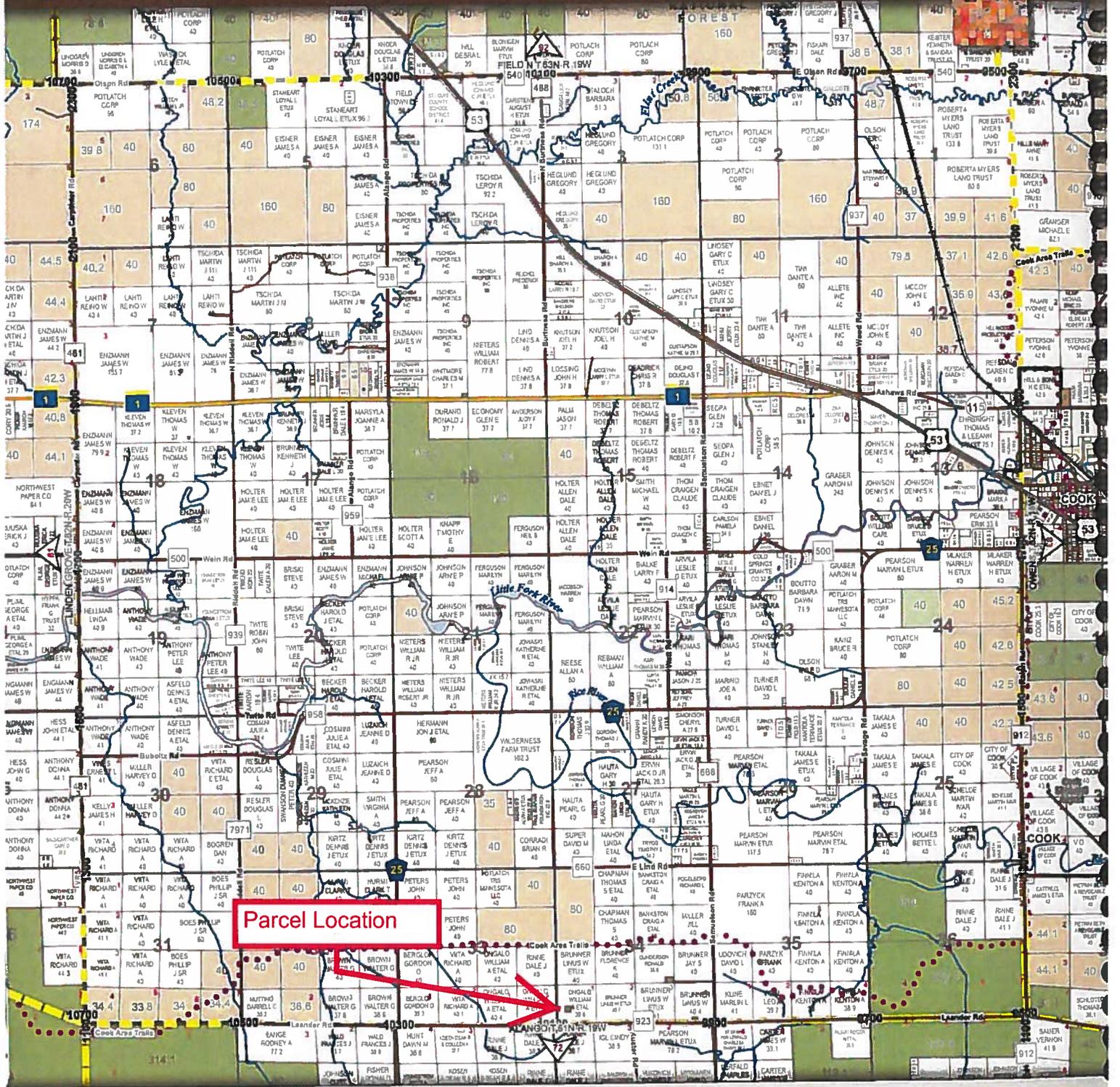
Commencing at a point 478.2 feet east of the southwest corner of Section Thirty-four (34) on the south line of Section Thirty-four (34), Township Sixty-two (62), Range Nineteen (19), thence north at an angle of 92 degrees, 11 minutes (west to north) a distance of 417.49 feet to a point which is the southeast corner of the gravel pit to be conveyed; thence continuing north a distance of 208.71 feet to a point which is the northeast corner of said gravel pit; thence west at an angle of 90 degrees a distance of 208.71 feet; thence south at an angle of 90 degrees 208.71 feet; thence east at an angle of 90 degrees 208.71 feet to the southeast corner of said tract, which contains one (1) acre.

Parcel Code 350-0010-05670

THEREFORE, BE IT RESOLVED, That pursuant to the requirements and procedures of Minn. Stat. § 373.01, the St. Louis County Board authorizes the appropriate county officials to execute a quit claim deed conveying the above listed property to William A. Ongalo and Donna L. Ongalo.

FIELD (S)

T.62N-R.19W

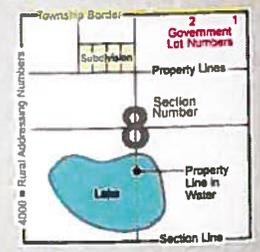


Parcel Location

LEGEND

- CITY
- INTERSTATE HIGHWAY
- US HIGHWAY
- MINNESOTA HIGHWAY
- COUNTY ROADS
- LOCAL ROADS
- RAILROADS
- STATE TRAILS
- CARRY-IN
- BOAT LAUNCH
- USA
- STATE OF MINNESOTA
- STATE OF MN TAX FORFEIT
- ST. LOUIS COUNTY
- PRIVATE
- SUBDIVISION
- TOWNSHIP
- SECTION
- COUNTY
- MUNICIPALITY
- LAKE
- PIT LAKE
- DRY LAKE BED
- RIVER/STREAM
- VOYAGEURS NATIONAL PARK
- RESERVATION
- NATIONAL FOREST
- STATE FOREST
- STATE PARK
- BOUNDARY WATERS CANOE AREA WILDERNESS

- TRS= TRUSTEES
- ETUX= AND WIFE
- ETVR= AND HUSBAND
- PRTH= PARTNERSHIP
- TR= TRUST
- REV TR= REVOCABLE TRUST
- IRREV TR= IRREVOCABLE TRUST
- EXP= EXPRESSWAY
- BLVD= BOULEVARD
- HWY= HIGHWAY
- LN= LAKE
- PKWY= PARKWAY
- PL= PLACE
- DR= DRIVE
- LP= LOOP
- ST= STREET
- TER= TERRACE
- TR= TRAIL
- CT= COURT
- DR= DRIVE
- LP= LOOP
- WY= WAY



OWNERSHIP ABBREVIATIONS
 ETAL= AND OTHERS
 ETUX= AND WIFE
 ETVR= AND HUSBAND
 PRTH= PARTNERSHIP

TRUST ABBREVIATIONS
 TRS= TRUSTEES
 TR= TRUST
 REV TR= REVOCABLE TRUST
 IRREV TR= IRREVOCABLE TRUST

ROAD NAME ABBREVIATIONS
 AVE= AVENUE
 BLVD= BOULEVARD
 CL= CIRCLE
 CT= COURT
 DR= DRIVE
 LP= LOOP

OTHER ABBREVIATIONS
 EXP= EXPRESSWAY
 HWY= HIGHWAY
 LN= LAKE
 PKWY= PARKWAY
 PL= PLACE
 RD= ROAD

STREET ABBREVIATIONS
 ST= STREET
 TER= TERRACE
 TR= TRAIL
 CT= COURT
 DR= DRIVE
 LP= LOOP
 WY= WAY

**Borrow Pit Reversion of County Fee Owned Property Interest
St. Louis County Property Management Dept.**



Parcel Code: 350-0010-05670
Address: 10099 Leander Road, Angora, MN
Acres: 1.0 acres
Commissioner District # 4
Maintenance District # 4

Legal Description: A 1.0 acre parcel in the G.L. 1, SW 1/4 of SW 1/4
Section 34, T62N, R19W (Depleted Gravel Pit with Reversion Clause)



This parcel was observed to be County Fee Land while reviewing a requested for sale of a small gravel pit which is also in Section 34. A review of the deed revealed the this parcel has a reversion clause when the County is no longer using the property.

Contact was made with the current owners William and Danna Ongalo and a field visit was made to the site. Parcel has been excavated for gravel in the past and steep banks remain along the perimeter of the property. Extensive gravel removal was done on this property. The current owner would like to have property returned to thier ownership. It appears that it has been 50 or more years since any material was removed based on the size of the trees that have grown up within the excavation area. Owner desires to have control of this property and is willing to accept it in "as is" condition.

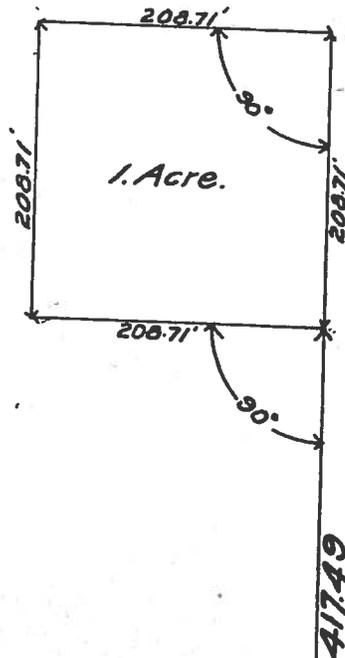
Acquisition History: Parcel was acquired from Peter and Mary Ongalo in 1919 recorded book 381 Page 340. There is a reversion clause on this deed.

Recommendation: Authorize the return of this parcel to the current owner as specified in the deed to St. Louis County in 1919. This will return the property to the larger parcel and it will become taxable. The transfer will also removes any liability the county may have on this parcel. Mark J. Hudson 7/29/2013.

Mark J. Hudson
Right of Way Agent
St. Louis County Property Management
100 North 5th Avenue West RM 2
Duluth, MN 55802
218-726-2356 Office

Survey of 1 acre tract for Gravel Pit
 located on the S.W. of the S.W. of Sec. 34
 Twp. 62 N. R. 19 W. Owner, Peter Ongalo, Cook, Minn.
 Price \$25⁰⁰ for the acre
 Scale 1" = 100' 3rd. Eng. Dist Hibbing Minn. 12/26/17.

BURNESS Rd



417.49



62-19.
61-19.

478.20'
Leander Road.

S. Line of Sec. 34

ENGR. OF ROAD
 FILE X-9-29

**Reversion of Depleted Fee Owned Gravel Pit to Adjoining Owner
(Solway Township)**

BY COMMISSIONER _____

WHEREAS, St. Louis County has been requested to re-convey to the surrounding owner a 1 acre depleted gravel pit as required by the original deed. Said property is legally described in the attached Exhibit "A";

THEREFORE, BE IT RESOLVED, That pursuant to the requirements and procedures of Minn. Stat. § 373.01, the St. Louis County Board authorizes the appropriate county officials to execute a quit claim deed conveying the above listed property to John Saline.

EXHIBIT "A" (Page 1)

Originally recorded December 15, 1943 in Book 746 Page 662

Beginning at a point 1379.62 feet west and 184.84 feet south of the north $\frac{1}{4}$ corner of Section 33, Township 50 North, Range 16 West, thence southerly along the west line of two certain tracts heretofore conveyed, and along said west line extended, for a distance of 272.25 feet to a point; thence westerly at an angle of 90° formed with the last described line for a distance of 400.00 feet to a point; thence northerly at an angle of 90° formed with the last described line for a distance of 272.25 feet; thence easterly at an angle of 90° formed with the last described line for a distance of 400.00 feet to the point of beginning. Said tract of land containing 2.50 acres, more or less, lying wholly within the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$ of Section 33, Township 50 North, Range 16 West, more fully shown on the blue print plat marked "Exhibit A", attached and made a part hereof.

Originally recorded March 4, 1930 in Book 582 Page 281

Beginning at a point 973 ft. west and 320 ft. south from the north $\frac{1}{4}$ corner of Section 33, Twp. 50, Range 16 and running thence south for a distance of $112 \frac{1}{2}$ ft. to a point; running thence northwesterly at an angle of 104 deg. and 30 min. to the right from the last described line for a distance of 150 ft. to a point; running thence at an angle of 104 deg. 30 min. to the left from the last described line for a distance of 100 ft. to a point; running thence southeasterly at an angle of 75 deg. and 30 min. to the left from the last described line for a distance of 150 ft. to a point; running thence east at an angle of 14 deg. and 30 min. to the left from the last described line for a distance of 100 ft. to a point; running thence north at an angle of 90 deg. to the left from the last described line for a distance of $37 \frac{1}{2}$ ft. to a point; running thence east at an angle of 90 deg. To the right from the last described line for a distance of 78 ft. to a point; running thence north at an angle of 90 deg. to the left from the last described line for a distance of 100 ft. to a point; running thence west at an angle of 90 deg. to the left from the last described line for a distance of 78 ft. to a point.; running thence north at an angle of 90 deg. to the right from the last described line for a distance of 75 ft. to a point; running thence west at an angle of 90 deg. to the left of the last described line for a distance of 100ft. to the point of beginning located in the northeast quarter of the northwest quarter of Section 33, Twp. 50, Range 16 containing 1.0 acre more or less.

Originally recorded August 22, 1933 in Book 615 Page 85

Beginning at the North $\frac{1}{4}$ corner to Section 33, Township 50 North, Range 16 West; running thence westerly along or near the North line of Section 33, Township 50 North, Range 16 West, for a distance of 973 feet to a point; thence southerly at right angles from the last described line for a distance of 432.5 feet to a point; thence northwesterly at an angle of 104 degrees 30 minutes to the right from the last described line for a distance of 150 feet to the point of beginning; thence continuing northwesterly on the last described line for a distance of 270 feet to a point; thence southerly at an angle of 104 degrees 30 minutes to the left from the last described line for a distance of 100 feet to a point; thence southeasterly at an angle of 75 degrees 30 minutes to the left from the last described line for a distance of 270 feet to a point; thence northerly at an angle of 104 degrees 30 minutes to the left from the last

EXHIBIT "A" (Page 2)

described line for a distance of 100 feet to the point of beginning. Said tract of land being located in the North half of the Northwest $\frac{1}{4}$ of Section 33, Township 50 north, Range 16 West, and containing 0.60 acre more or less, including the road right of way between Morris Thomas Road and above described land.

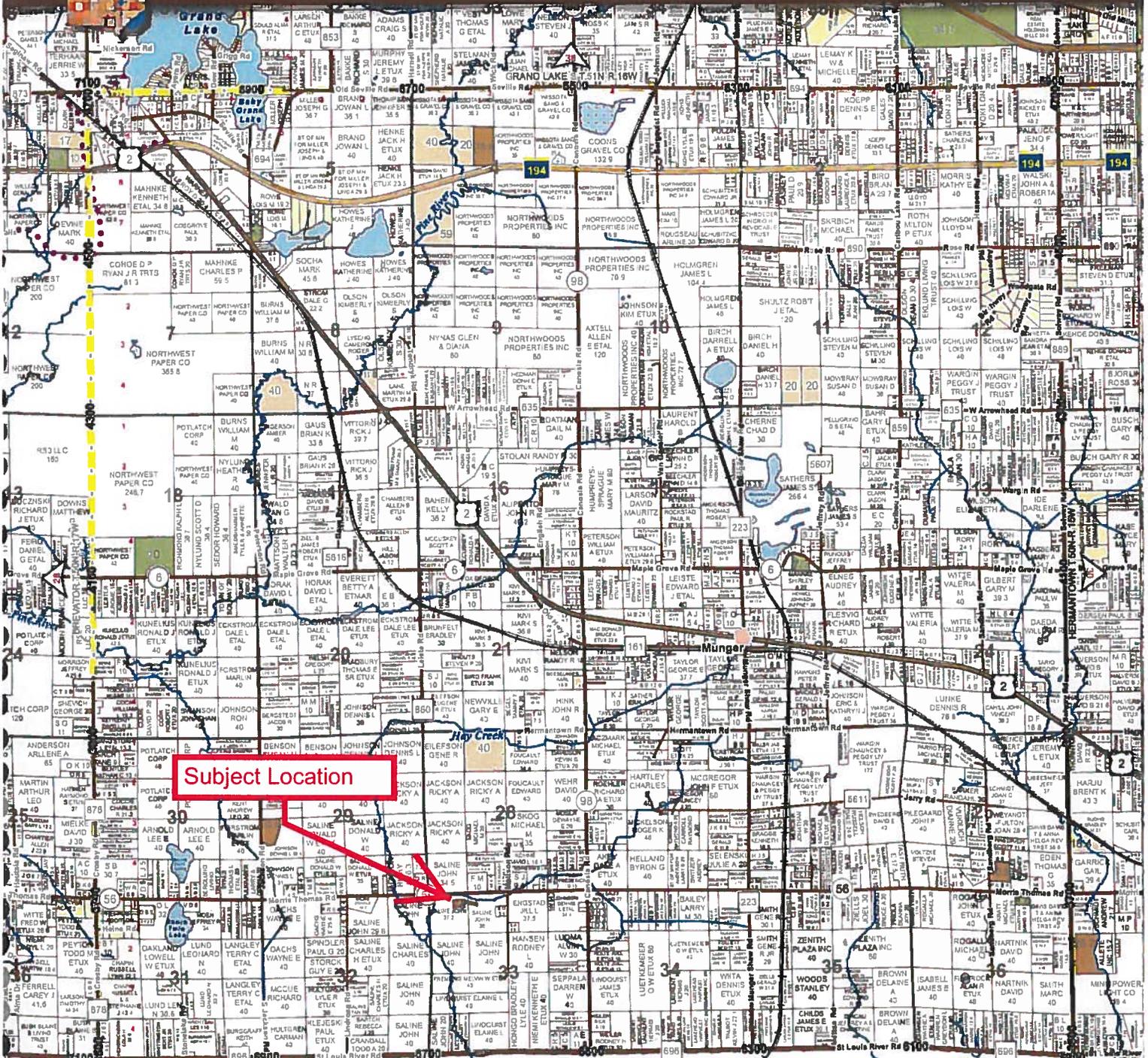
Originally recorded February 7, 1925 in Book 501 Page 268

Beginning at a point 973 ft. west and 320 ft. south from the north quarter corner of Sec. 33, Twp. 50, Range 16, and running thence south for a distance of 112 $\frac{1}{2}$ ft. to a point. Running thence northwesterly at an angle of 104 deg. 30 min. to the right from the last described line for a distance of 420 ft. Running thence north at an angle of 75 deg. 30 min. to the right from the last described line for a distance of 112 $\frac{1}{2}$ ft. to a point. Running thence southeasterly at an angle of 104 deg. 30 min. to the right from the last described line for a distance of 420 ft. to the point of beginning.

Said tract of land being located in the north half of the northwest quarter of Sec. 33, Twp. 50, Range 16, and containing 1.1 acres more or less, including road right of way between Morris Thomas Road and the above described land.

SOLWAY

T.50N-R.16W

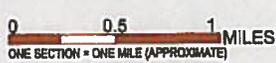


Subject Location

CARLTON COUNTY

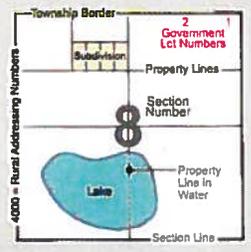
LEGEND

- CITY
- INTERSTATE HIGHWAY
- US HIGHWAY
- MINNESOTA HIGHWAY
- COUNTY ROADS
- LOCAL ROADS
- RAILROADS
- STATE TRAILS
- CARRY-IN
- BOAT LAUNCH
- USA
- STATE OF MINNESOTA
- STATE OF MN TAX FORFEIT
- ST. LOUIS COUNTY
- PRIVATE
- SUBDIVISION
- TOWNSHIP
- SECTION
- COUNTY
- MUNICIPALITY
- LAKE
- PIT LAKE
- DRY LAKE BED
- RIVER/STREAM
- VOYAGEURS NATIONAL PARK
- RESERVATION
- NATIONAL FOREST
- STATE FOREST
- STATE PARK
- BOUNDARY WATERS CANOE AREA WILDERNESS



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 LN = LANE
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 PL = PLACE
 RD = ROAD
 ST = STREET
 TR = TERRACE
 TR = TRAIL
 WY = WAY



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**Borrow Pit Reversion of County Fee Owned Property Interest
St. Louis County Property Management Dept.**

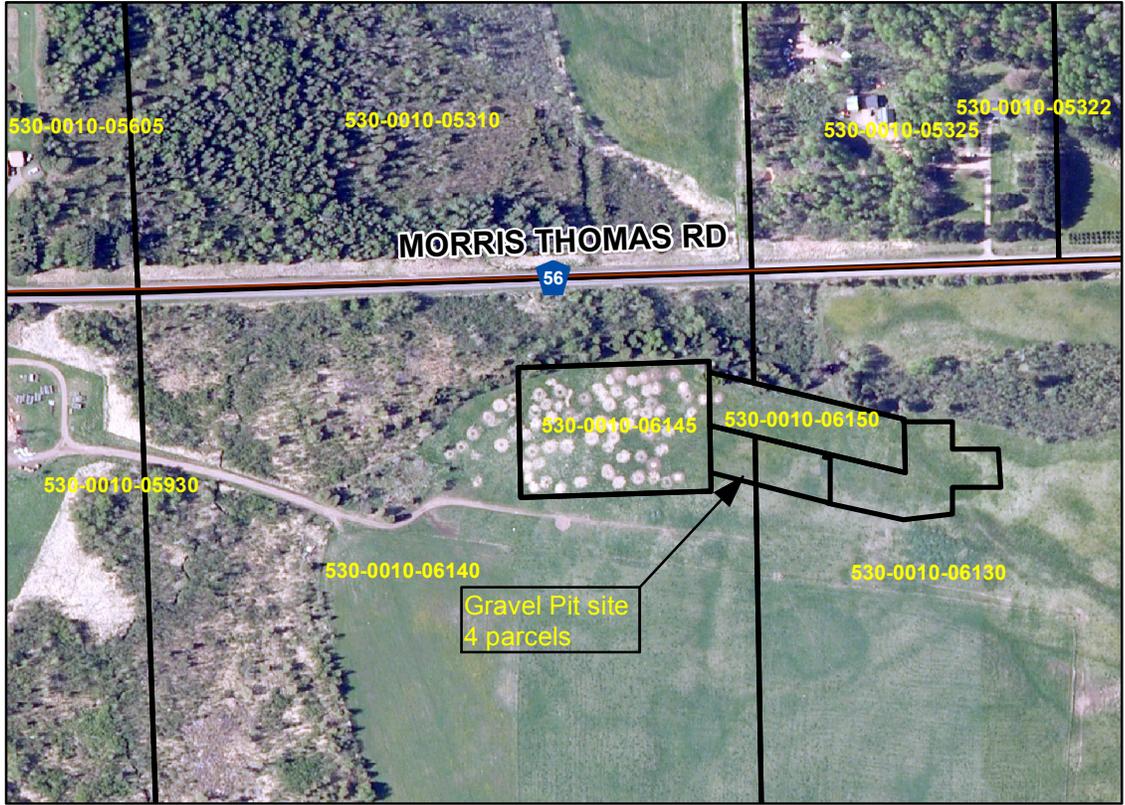


Parcel Code: 530-0010-06145 etal
Address: 6700 Morris Thomas Road,
Solway Twp., MN

Legal Description: 4 parcels within the North 1/2 of the NW 1/4 of
Section 33, T50N, R16W (Depleted Gravel Pits with Reversion Clause)

Acres: 5.28 acres

Commissioner District # 5
Maintenance District # 5



This parcel was observed to be County Fee Land while reviewing a request for a partial sale of a small gravel pit on the Jackson Road 1 mile to the west. A review of the deeds revealed these parcels have reversion clauses when the County is no longer using the property it reverts back to the owner.

Contact was made with the current owner John Saline and a field visit was made to the site. Parcel has been excavated for gravel in the past, the area has been partially reclaimed, there are no steep banks remaining and the area is used for pasture. The area of the pit is lower than the surrounding property. The current owner was deeded the property in 1967 and remembers the excavation area and worked to reclaim it. The current owner would like to have property returned to their ownership. It appears that the gravel has been removed and it has been many years since the county actively worked this pit. The owner desires to have control of this property and is willing to accept it in "as is" condition.

Acquisition History: Parcels were acquired from Andrew and Annie Forstrom by four deeds in the years 1925, 1930, 1933, & 1943, all deeds have reversion clauses.

Recommendation: Authorize the return of these parcels to the current owner as specified in the deeds to St. Louis County. This will return the property to the larger parcel and it will become taxable. The transfer also removes any liability the county may have with this parcel. Mark J. Hudson 7/29/2013.

Mark J. Hudson
Right of Way Agent
st.Louis County Property Management
100 North 5th Avenue West RM 2
Duluth, MN 55802
218-726-2356 Office

BOARD LETTER NO. 13 - 391

FINANCE & BUDGET COMMITTEE CONSENT NO. 6

BOARD AGENDA NO.

DATE: September 10, 2013 **RE:** Acceptance of County Veterans
Service Office Operational
Enhancement Grant

FROM: Kevin Z. Gray
County Administrator

Sherry Rodriguez
County Veterans Service Officer

RELATED DEPARTMENT GOAL:

To assist eligible veterans and their dependents in obtaining all benefits they may be entitled to receive from the U.S. Department of Veterans Affairs, the Minnesota Department of Veterans Affairs and other agencies that provide services to veterans and their families.

ACTION REQUESTED:

The St. Louis County Board is requested to accept a County Veterans Service Office (CVSO) Operational Enhancement Grant from the Minnesota Department of Veterans Affairs (MDVA).

BACKGROUND:

During the 2013 Legislative Session, the structure of the CVSO grant program was modified and state funding increased. The previous Enhancement Grant that was on a three-year rotating cycle was repealed and replaced with an annual base grant to all 87 Minnesota counties in the amount of \$7,500. In addition to the base grant, each county is eligible for another funding amount based on the county's veteran population as determined by the United States Veterans Administration. St. Louis County will receive an additional \$10,000 based on this formula.

Counties have until May 30, 2014 to spend the allocated money on qualified items. By that date, the funds must be spent, documentation of the qualified expenditures received by the MDVA, and any unused funds returned. In order to access the grant funding, a certified County Board Resolution and signed Grant Contract must be received.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize acceptance of a County Veterans Service Office Enhancement Grant from the Minnesota Department of Veterans Affairs for \$17,500 deposited into Fund 100, Agency 124999, Grant 12403, Year 2013.

Acceptance of County Veterans Service Office Operational Enhancement Grant

BY COMMISSIONER _____

WHEREAS, During the 2013 Legislative Session, the structure of the County Veterans Service Office Enhancement Grant program was modified and state funding increased to provide an annual base grant to all 87 Minnesota counties in the amount of \$7,500, plus an additional allocation based on each counties' veterans population to be used for the purpose of enhancing the benefits programs and services provided to Minnesota veterans; and

WHEREAS, On August 13, 2013, St. Louis County received notice from the Minnesota Department of Veterans Affairs (MDVA) that the County Veterans Operational Enhancement Grant was allocated in the amount of a \$7,500 base grant and an additional \$10,000 based upon the estimated veterans population residing in the county; and

WHEREAS, Counties have until May 30, 2014 to spend the allocated money on qualified items, and by that date, the funds must be spent, documentation of the qualified expenditures received by the MDVA, and any unused funds returned; and

WHEREAS, In order to access the grant funding, a certified County Board Resolution and signed Grant Contract must be received by the MDVA.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board agrees to enter into the attached Grant Contract with the Minnesota Department of Veterans Affairs to conduct the following Program: **County Veterans Service Office Enhancement Grant**, in the amount of \$17,500, and authorizes the County Auditor and the appropriate county officials to execute the Grant Contract for the above mentioned Program on behalf of the county.

RESOLVED FURTHER, That the grant must be used to provide outreach to the county's veterans; assist in the reintegration of combat veterans into society; to collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans; to reduce homelessness among veterans; and to enhance the operations of the County Veterans Service Office, as specified in Minnesota Laws 2013 Chapter 142, Article 4; and that this Grant should not be used to supplant or replace other funding.

RESOLVED FURTHER, The St. Louis County Veterans Service Office 2013 proposed budget is amended to include receipt of \$17,500 from the MNDVA, with funds deposited into Fund 100, Agency 124999, Grant 12403, Year 2013.

GRANT APPROVAL FORM

GRANT NAME: VSO Enhancement Grant GRANT AMOUNT: \$17,500

GRANTOR: US Veterans Administration MATCH AMOUNT: _____

FUND: 100 AGENCY: 124999 GRANT: 12403 GRANT YEAR: 2013

AGENCY NAME: St. Louis County Veterans Service Office

CONTACT PERSON: Sherry Rodriguez PHONE: 725-5285

GRANT PERIOD: BEGIN DATE: August 31, 2013 END DATE: May 30, 2014

STATE GRANT AWARD NUMBER OR FEDERAL CFDA # _____

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

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

GRANTS OF \$25,000 OR LESS

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

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

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

YES NO

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

County Auditor	<u><i>Don Depledge</i></u>	Date: <u>9-5-13</u>
County Administrator	<u><i>Carl Schenkberg</i></u>	Date: <u>9-5-13</u>
County Attorney		Date: _____

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

NEW GRANTS GREATER THAN \$25,000

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

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

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

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

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

RECURRING GRANTS GREATER THAN \$25,000

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

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

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

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

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



August 15, 2013

Sherry Rodriguez, CVSO
St Louis County
Amendola Building, Suite 130
405 E. Superior St.
Duluth, MN 55802

Re: CVSO Operational Enhancement Grant

Dear CVSO,

During the 2013 Legislative Session, the structure of the CVSO grant program administered by the Minnesota Department of Veterans Affairs (MDVA) was modified and the state funding increased. The previous Operational Improvement Grant that was on a three-year rotating cycle was repealed and replaced with an annual base grant to all 87 counties in the amount of \$7,500. In addition to the base grant, each county will be eligible for an additional amount based on the county's veteran population as determined by the USVA as follows:

- \$0, if the county has under 1,000 veterans;
- \$2,500, if the county has 1,000 to 2,999 veterans;
- \$5,000, if the county has 3,000 to 4,999 veterans;
- \$7,500, if the county has 5,000 to 9,999 veterans;
- \$10,000, if the county has 10,000 to 19,999 veterans;
- \$15,000, if the county has 20,000 to 29,999 veterans; and,
- \$20,000, if the county has more than 30,000 veterans.

MDVA will follow the same procedures for the new Operational Enhancement Grant as with previous department grants. Enclosed with this letter is the county Grant Contract, CVSO Operational Enhancement Grant Items Approved/Disapproved list (Attachment A), the Board Resolution form and instructions. **Please note that any item or expense being considered for payment with these funds that is not on the list MUST receive prior written approval.** Once the signed Grant Contracts and County Resolution are received, MDVA will secure the remaining signatures, provide you with a fully executed original, and electronically transfer the funds to your county treasurer.

You will have until **May 30, 2014** to spend the allotted money on qualified items. By that date, the funds must be spent, documentation of the qualified expenditures received by the MDVA, and any unused funds returned. However, MDVA will not provide any

grant dollars to your county until the signed Grant Contract (in triplicate) and a **certified** County Resolution form are received.

Along with the notification of payment to your county auditor/treasurer, you will receive copies of a Compliance Report and an Expenditure form that will have to be filled out, signed and returned by the due date. **All paid receipts, the Compliance Report, the Expenditure form and any unused grant funds must be returned to the MDVA by May 30, 2014. No purchases can be made beyond that date.**

Please keep in mind that legislation authorizes the department to recover from the county any grant funds that are not used for qualified purchases as outlined in the list of approved expenditures, Attachment A of the Grant Contract.

If you have any questions, please feel free to contact Linda McDonald at linda.mcdonald@state.mn.us or call her at 651-757-1540.

Sincerely,



Brad Lindsay, Senior Director of
Programs and Services
Minnesota Department of Veterans Affairs

Enclosures:

Grant Contract (3 copies)
County Resolution
Instructions

**STATE OF MINNESOTA
MINNESOTA DEPARTMENT OF VETERANS AFFAIRS**

COUNTY VETERANS SERVICE OFFICE OPERATIONAL ENHANCEMENT GRANT PROGRAM

GRANT CONTRACT

This grant contract is between the State of Minnesota, acting through its commissioner of the **MINNESOTA DEPARTMENT OF VETERANS AFFAIRS** ("State" or "MDVA") and **St Louis County**, Amendola Building, Suite 130, 405 E. Superior St., Duluth, MN 55802("Grantee").

Recitals

40. Under Minnesota Statutes §197.608, as amended by Minnesota Laws 2013 Chapter 142 Article 4, the State is empowered to enter into this grant.
41. The State is in need of enhancing the operation of the County Veterans Service Offices.
42. This grant must be used to enhance the operations of the Grantee's County Veterans Service Office under Minnesota Statutes §197.608 Subdivision 4 (a), and should not be used to supplant or replace other funding.
4. The Grantee represents that it is duly qualified and agrees to perform all services described in this grant contract to the satisfaction of the State. Pursuant to Minnesota Statutes §16B.98 Subdivision 1, the Grantee agrees to minimize administrative costs as a condition of this grant.

Grant Contract

1 Term of Grant Contract

1.1 **Effective date:** **August 31, 2013** or the date the State obtains all required signatures under Minnesota Statutes §16C.05, subdivision 2, whichever is later.

The Grantee must not begin work under this grant contract until this contract is fully executed and the Grantee has been notified by the State's Authorized Representative to begin the work.

1.2 **Expiration date:** **May 30, 2014**, or until all obligations have been satisfactorily fulfilled, whichever occurs first.

1.3 **Survival of Terms.** The following clauses survive the expiration or cancellation of this grant contract:
8. Liability; 9. State Audits; 10. Government Data Practices and Intellectual Property; 12. Publicity and Endorsement; 13. Governing Law, Jurisdiction, and Venue; and 15 Data Disclosure.

2 Grantee's Duties

The Grantee, who is not a state employee, will:

Conduct the **County Veterans Service Office Operational Enhancement Grant Program** by purchasing one or more of the allowable goods and services as specified in Attachment A, Items Approved/Disapproved, which is attached and incorporated into this grant contract.

If the Grantee wishes to purchase a good or service not listed on Attachment A, Items Approved, they shall submit a written request to the State's Authorized Representative listing the item, its estimated cost, and how it will benefit county veterans. The item may only be purchased with grant funds upon receipt of written approval from MDVA.

Upon the conclusion of this Project, but no later than May 30, 2014, the Grantee shall submit Copies of all Paid Receipts, a completed Expenditure Report Form, a CVSO Operational Enhancement Grant Compliance Report and any unexpended Grant Funds to MDVA. Such Reports shall show all goods and services

purchased and account for all grant funds expended.

In the event that any provision of the Items, Approved/Disapproved, Attachment A, reviewed by the State and incorporated into this grant contract by reference is not consistent with any portion of this grant contract, then the terms of this grant contract supersede the inconsistent provision.

3 Time

The Grantee must comply with all the time requirements described in this grant contract. In the performance of this grant contract, time is of the essence.

4 Consideration and Payment

4.1 **Consideration.** The State will pay for all eligible goods and services purchased by the Grantee under this grant contract as follows:

(14) **Compensation.** The Grantee will be paid a lump sum and must account for funds spent according to the breakdown of costs contained in the Items, Approved/Disapproved, Attachment A, which is attached and incorporated into this grant contract.

(b) **Travel Expenses.** Reimbursement for travel and subsistence expenses actually and necessarily incurred by the Grantee as a result of this grant contract will be made. The Grantee will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Commissioner's Plan" promulgated by the Commissioner of Minnesota Management and Budget (MMB). The Grantee will not be reimbursed for travel and subsistence expenses incurred outside Minnesota unless it has received the State's prior written approval for out of state travel. Minnesota will be considered the home state for determining whether travel is out of state.

(c) **Total Obligation.** The total obligation of the State for all compensation and reimbursements to the Grantee under this grant contract will not exceed **\$17,500 (Seventeen thousand five hundred Dollars).**

4.2. Payment

(40) The State will promptly pay the Grantee a lump sum of **\$17,500** upon the execution of this Grant Contract.

(41) **Eligible Project Costs.** In order to be eligible for Grant Funds, costs must be reasonable, necessary and allocable to the Program, permitted by appropriate State cost principles, approved by the State and determined to be eligible pursuant to Minnesota Statutes §197.608, as amended, and this grant contract.

(42) Pursuant to Minn. Stat §197.608 Subd 7, if the purchase of eligible goods and services is not completed, or is completed without expending the budgeted total of MDVA Grant Funds, the Grantee shall apply MDVA Grant Funds towards the total cost properly expended on the goods and services specified above, and shall remit those MDVA Grant Funds not so expended to the MDVA.

5 Conditions of Payment

All services provided by the Grantee under this grant contract must be performed to the State's satisfaction, as determined at the sole discretion of the State's Authorized Representative and in accordance with all applicable federal, state, and local laws, ordinances, rules, and regulations. The

Grantee will not receive payment, or will return payment already received, for work found by the State to be unsatisfactory or performed in violation of federal, state, or local law.

6 **Authorized Representative**

The State's Authorized Representative is **Bradley S. Lindsay**, Minnesota Department of Veterans Affairs, 2nd Floor Veterans Service Building, 20 West 12th Street, Saint Paul, Minnesota 55155 (651) 757 1582 or his successor, and has the responsibility to monitor the Grantee's performance and the authority to accept the services provided under this grant contract. If the services are satisfactory, the State's Authorized Representative will certify acceptance.

The Grantee's Authorized Representative is **Sherry Rodriguez**, County Veterans Service Office, St Louis County, Amendola Building, Suite 130, 405 E. Superior St., Duluth, MN 55802 or his/her successor. If the Grantee's Authorized Representative changes at any time during this grant contract, the Grantee must immediately notify the State.

7 **Assignment, Amendments, Waiver, and Grant Contract Complete**

7.1 **Assignment.** The Grantee shall neither assign nor transfer any rights or obligations under this grant contract without the prior written consent of the State, approved by the same parties who executed and approved this grant contract, or their successors in office.

7.2 **Amendments.** Any amendments to this grant contract must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original grant contract, or their successors in office.

7.3 **Waiver.** If the State fails to enforce any provision of this grant contract, that failure does not waive the provision or the State's right to enforce it.

7.4 **Grant Contract Complete.** This grant contract contains all negotiations and agreements between the State and the Grantee. No other understanding regarding this grant contract, whether written or oral, may be used to bind either party.

8 **Liability**

The Grantee must indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the State, arising from the performance of this grant contract by the Grantee or the Grantee's agents or employees. This clause will not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this grant contract.

9 **State Audits**

Under Minnesota Statutes §16B.98, Subd.8, the Grantee's books, records, documents, and accounting procedures and practices of the Grantee or other party relevant to this grant agreement or transaction are subject to examination by the State and/or the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this grant agreement, receipt and approval of all final reports, or the required period of time to satisfy all state and program retention requirements, whichever is later.

10 **Government Data Practices and Intellectual Property**

10.1. **Government Data Practices.** The Grantee and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by the State under this grant contract, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the Grantee under this grant contract. The civil remedies of Minnesota Statutes § 13.08 apply to the release of the data referred to in this clause by either the Grantee or the State.

If the Grantee receives a request to release the data referred to in this Clause, the Grantee must immediately notify the State. The State will give the Grantee instructions concerning the release of the data to the requesting party before the data is released. The Grantee's response to the request shall comply with applicable law.

10.2. *Intellectual Property Rights*

N *Intellectual Property Rights.* The State owns all rights, title, and interest in all of the intellectual property rights, including copyrights, patents, trade secrets, trademarks, and service marks in the Works and Documents *created and paid for under this grant contract.* Works means all inventions, improvements, discoveries (whether or not patentable), databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, and disks conceived, reduced to practice, created or originated by the Grantee, its employees, agents, and subcontractors, either individually or jointly with others in the performance of this contract. Works includes "Documents." Documents are the originals of any databases, computer programs, reports, notes, studies, photographs, negatives, designs, drawings, specifications, materials, tapes, disks, or other materials, whether in tangible or electronic forms, prepared by the Grantee, its employees, agents, or subcontractors, in the performance of this contract. The Documents will be the exclusive property of the State and all such Documents must be immediately returned to the State by the Grantee upon completion or cancellation of this grant contract. To the extent possible, those Works eligible for copyright protection under the United States Copyright Act will be deemed to be "works made for hire." The Grantee assigns all right, title, and interest it may have in the Works and the Documents to the State. The Grantee must, at the request of the State, execute all papers and perform all other acts necessary to transfer or record the State's ownership interest in the Works and Documents.

(O) *Obligations*

- a. *Notification.* Whenever any invention, improvement, or discovery (whether or not patentable) is made or conceived for the first time or actually or constructively reduced to practice by the Grantee, including its employees and subcontractors, in the performance of this grant contract, the Grantee will immediately give the State's Authorized Representative written notice thereof, and must promptly furnish the Authorized Representative with complete information and/or disclosure thereon.
- b. *Representation.* The Grantee must perform all acts, and take all steps necessary to ensure that all intellectual property rights in the Works and Documents are the sole property of the State, and that neither Grantee nor its employees, agents, or subcontractors retain any interest in and to the Works and Documents. The Grantee represents and warrants that the Works and Documents do not and will not infringe upon any intellectual property rights of other persons or entities. Notwithstanding Clause 8, the Grantee will indemnify; defend, to the extent permitted by the Attorney General; and hold harmless the State, at the Grantee's expense, from any action or claim brought against the State to the extent that it is based on a claim that all or part of the Works or Documents infringe upon the intellectual property rights of others. The Grantee will be responsible for payment of any and all such claims, demands, obligations, liabilities, costs, and damages, including but not limited to, attorney fees. If such a claim or action arises, or in the Grantee's or the State's opinion is likely to arise, the Grantee must, at the State's discretion, either procure for the State the right or license to use the intellectual property rights at issue or replace or modify the allegedly infringing Works or

Documents as necessary and appropriate to obviate the infringement claim. This remedy of the State will be in addition to and not exclusive of other remedies provided by law.

11 **Workers' Compensation**

The Grantee certifies that it is in compliance with Minnesota Statutes § 176.181, Subdivision 2, pertaining to workers' compensation insurance coverage. The Grantee's employees and agents will not be considered State employees. Any claims that may arise under the Minnesota Workers' Compensation Act on behalf of these employees and any claims made by any third party as a consequence of any act or omission on the part of these employees are in no way the State's obligation or responsibility.

12 **Publicity and Endorsement**

12.1 **Publicity.** Any publicity regarding the subject matter of this grant contract must identify the State as the sponsoring agency and must not be released without prior written approval from the State's Authorized Representative. For purposes of this provision, publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Grantee individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this grant contract.

12.2 **Endorsement.** The Grantee must not claim that the State endorses its products or services.

13 **Governing Law, Jurisdiction, and Venue**

Minnesota law, without regard to its choice-of-law provisions, governs this grant contract. Venue for all legal proceedings out of this grant contract, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14 **Termination**

14.1 **Termination by the State.** The State may immediately terminate this grant contract with or without cause, upon 30 days' written notice to the Grantee. Upon termination, the Grantee will be entitled to retain payment, determined on a pro rata basis, for services satisfactorily performed.

14.28 **Termination for Cause.** The State may immediately terminate this grant contract if the State finds that there has been a failure to comply with the provisions of this grant contract, that reasonable progress has not been made or that the purposes for which the funds were granted have not been or will not be fulfilled. The State may take action to protect the interests of the State of Minnesota, including the refusal to disburse additional funds and requiring the return of all or part of the funds already disbursed. If the Grantee does not complete the Project by June 30, 2014, as evidenced by the incurrence of documented expenses for eligible costs; then this grant contract shall be reviewed by MDVA, and, may be canceled and all or part of the funds returned to MDVA to be reallocated to training and education under Minnesota Statutes §197.608 Subdivision 7.

14.29 **Termination for Insufficient Funding.** The State may immediately terminate this grant contract if:

aa) It does not obtain funding from the Minnesota Legislature.

bb) Or, if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Grantee. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Grantee will be entitled to payment, determined on a pro rata basis, for services

SWIFT # _____

any undisputed amount not paid on time to the Subcontractor.

1. STATE ENCUMBRANCE VERIFICATION

Individual certifies that funds have been encumbered as required by Minnesota Statutes §§ 16A.15 and 16C.05.

Signed: _____

Date: _____

SWIFT Contract/PO No(s). _____

2. GRANTEE: St Louis County

The Grantee certifies that the appropriate person(s) have executed the grant contract on behalf of the Grantee as required by applicable articles, bylaws, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

3. STATE AGENCY: MINNESOTA DEPARTMENT OF VETERANS AFFAIRS

By: _____
(with delegated authority)

Title: _____

Date: _____

Distribution:
Agency _____
Grantee _____
State's Authorized Representative - Photo Copy

ATTACHMENT A
CVSO Operational Enhancement Grant
Items Approved/Disapproved – FY14

Minnesota Statute § 197.608, as amended, provides that this grant may be utilized for the following general purposes:

- To provide outreach to the county's veterans.
- To assist in the reintegration of combat veterans into society.
- To collaborate with other social service agencies, educational institutions, and other community organizations for the purposes of enhancing services offered to veterans.
- To reduce homelessness among veterans.
- To enhance the operations of the county veterans service office.

Only the items approved on this form are authorized for purchase using grant funds. The MDVA will seek recovery from your county for any items not on this list that have been purchased with grant funds.

Items Approved:

Monitors (<i>Purchase price limited to \$500.00</i>) and Dual monitor video cards	Publicity Items (<i>Magnets, Brochures, Challenge Coins – must include reference to LinkVet</i>)
Laptops/Tablet PC's/I-Pad (<i>including accessories</i>)	Label printers and supplies
Personal computers - Desktop	Teleconferencing equipment
Veterans Information/Case Management Systems and Software (<i>Including user maintenance agreements.</i>)	Headsets – Phone ONLY (<i>Purchase price limited to \$250.00</i>)
Printers/Scanners	Paper shredders or shredding contracts
Cellular Phones/Smart Phones (<i>Purchase price limited to \$450.00. No monthly contracts or fees.</i>)	TV /DVD combinations (<i>Purchase price limited to \$500.00</i>)
Photo copiers (<i>or 12 month lease</i>) (<i>Including user maintenance agreements.</i>)	Mobile broadband data access device/Hotspot (<i>No monthly contracts or fees.</i>)
Digital Video Recorders (<i>Purchase price limited to \$1000.00</i>)	Fax machines and installation of initial phone line (<i>No monthly contracts or fees.</i>)
Digital Projectors – LCD/DLP (<i>Purchase price limited to \$1,500.00</i>)	Digital Cameras (<i>Camera purchase price limited to \$500.00. Tax and accessories are separate.</i>)
Expenses related to the goal of reducing Veteran homelessness (<i>Must be pre-approved</i>)	Travel expenses related to MACVSO / MDVA/ USDVA sponsored training events. (<i>Transportation, Lodging and Registration ONLY.</i>)
Training at local colleges – Includes all staff in CVSO Office and must relate to the position of CVSO. Registration ONLY. (<i>Must be pre-approved and expenses are limited to \$500.00 per individual.</i>)	Required NACVSO Accreditation/CEU/CVA Training – Must provide a "Certificate of Completion" after training. (<i>Transportation, Lodging and Registration ONLY.</i>)
Expenses related to the transportation of Veterans needing to access their benefits (Including van/vehicle purchases for this primary purpose, maintenance, fuel, etc.)	Expenses related to the reintegration of returning service members (Including travel expenses to official reintegration events)
Marketing expenses (Display boards, radio airtime, TV airtime and newspaper ads, billboards (<i>Must include reference to LinkVet</i>))	Expenses related to "Outreach" such as benefits fairs, town halls and seminars. (<i>Refreshments & food over \$500.00 must be pre-approved</i>)
Medical expenses to pay for 2 nd opinions on previously denied VA disability claims.	Staff expenses for new/increased staff that provide direct services to veterans.

Also Approved:

- Supplies related to items purchased during this grant cycle ONLY (toner cartridges, ink cartridges, etc.). You may NOT purchase supplies for items you already have.
- Reference materials (medical dictionaries, VA rules and regulations manuals, etc.).
- Furniture that is directly related to a computerization, organization and enhancement efforts (such as required furniture for new/increased staff, computer desk, printer stand, filing cabinets, etc.). All furniture purchases must receive prior approval from the MDVA.
- Up to one year of extended warranties/extended maintenance contracts on equipment and related software purchased during this grant cycle ONLY.

***NOTE:** The maximum purchase price for certain items does NOT include tax or shipping charges.

Items Not Approved:

- Furniture that is NOT for new/increased staff or that is directly related to computerization/organization efforts (chairs, desks, etc.).

BOARD LETTER NO. 13 – 392

PUBLIC SAFETY & CORRECTIONS COMMITTEE

CONSENT NO. 7

BOARD AGENDA NO.

DATE: September 10, 2013

RE: Purchase of Two Chevrolet
Tahoes - Sheriff's Office
Canine Vehicles

FROM: Kevin Z. Gray
County Administrator

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:

To enhance public safety.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize expenditure from the 2013 Capital Equipment Note for the purchase of two Chevrolet Tahoes from Ranger GM of Hibbing, MN.

BACKGROUND:

On August 6, 2013, the St. Louis County Board adopted Resolution No. 13-510 approving the issuance of General Obligation Capital Equipment Notes. The Sheriff's Office is in need of two (2) Chevrolet Tahoes to be used as canine vehicles. The purchase of the vehicles will be tax exempt as the vehicles are marked and are in the same style as the current canine vehicles. Chevrolet is currently doing a "short build" for 2014 before the current style is changed. The Sheriff's Office has canine-related specialty equipment that can be re-used and is compatible with the "short build" body style. Each Tahoe is available on state contract and will not exceed \$30,000 per vehicle.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize expenditure of the 2013 Capital Equipment Note in an amount not to exceed \$60,000 for the purchase of two (2) Chevrolet Tahoes from Ranger GM of Hibbing, Minnesota, to be accounted for in Fund 441, Agency 441002, Object 666200.

Purchase of Two Chevrolet Tahoes - Sheriff's Office Canine Vehicles

BY COMMISSIONER _____

WHEREAS, On August 6, 2013, the St. Louis County Board adopted Resolution No. 13-510 approving the issuance of General Obligation Capital Equipment Notes; and

WHEREAS, The Sheriff's Office is in need of two Chevrolet Tahoes to be used as canine vehicles; and

WHEREAS, Ranger GM of Hibbing, Minnesota, has worked with the Purchasing Division for the purchase of two (2) Chevrolet Tahoes for the Sheriff's Office;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes expenditure of the 2013 Capital Equipment Note in an amount not to exceed \$60,000 for the purchase of two (2) Chevrolet Tahoes from Ranger GM of Hibbing, Minnesota, to be accounted for in Fund 441, Agency 441002, Object 666200;

RESOLVED FURTHER, That the St. Louis County Board authorizes the appropriate county officials to sign any associated contract documents.

amount of what the unreduced employee contribution would have been. The proposed total premium rates already reflect the reduced employee premium contribution.

As a point of information, the pattern of rate increases in the last five years is as follows:

2009:	+ 8.0%
2010:	+ 5.5%
2011:	+ 2.5%
2012:	+ 0.0%
2013:	+ 0.0%
2014:	+ 1.75% Proposed

The medical plan rates for employees and retirees, if approved for 2014, would increase as follows:

For groups in 2013 paying \$657.40 for Single Coverage and \$1,550.35 for Family Coverage:

Single Coverage: \$ 665.06
Family Coverage: \$1,573.63

For groups in 2013 paying \$675.18 for Single Coverage and \$1,568.13 for Family Coverage:

Single Coverage: \$ 687.00
Family Coverage: \$1,595.57

Stop-Loss Coverage

St. Louis County currently purchases \$750,000 specific stop-loss coverage per member contract, with no aggregate stop-loss. The proposed rate from BCBSM for the same coverage in 2014 will increase to \$6.74 per contract per month (PCPM) from \$6.02 in 2013. BCBSM's stop-loss coverage is pooled for the member groups purchasing this coverage. The rates are based on the pool's experience and the group's stop-loss benefit level. The estimated cost for 2014, based on the 2,013 projected contracts, is \$162,811.

BCBSM Administrative Fee

The county negotiated an annual 3.0% cap in administrative fee increases as part of its administrative service arrangement through 2016. The 2014 administrative fee will increase to \$31.66 (from \$30.74 in 2013) for an estimated total annual cost of \$764,778.

Dental Insurance & Delta Dental Administrative Fee

For dental coverage in 2014, the Health Insurance Committee agreed to recommend a 0% increase in the monthly premium of \$37.01 for the self-insured dental plan.

Delta Dental of Minnesota reported a 0% increase in the \$2.18 PCPM Administrative Service Charge for 2014. Dental coverage is not a high-risk insurance due to limitations in the plan and capitation of expenses.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the following for 2014:

- Health Insurance Committee's recommendation for a 1.75% increase to its comprehensive major medical health plan premiums;

- Medical plan stop-loss insurance fee of \$6.74 per contract per month;
- BCBSM administrative service fee of \$31.66 per contract per month;
- Health Insurance Committee's recommendation for a 0% increase in the \$37.01 per month premium for the self-insured dental plan; and
- Delta Dental of Minnesota's administrative service fee of \$2.18 per contract per month (no increase).

Health and Dental Plan Rates – 2014

BY COMMISSIONER _____

WHEREAS, The St. Louis County Board annually reviews health insurance trends, expected claims, and its self-insured health and dental fund to establish funding levels for the employee and retiree medical and dental plans; and

WHEREAS, The County Board believes a 1.75% percent rate increase for the self-funded health and dental plans in 2014 is reasonable based on projections prepared by its claims administrators and the County Auditor and as recommended by its Health Insurance Committee.

THEREFORE, BE IT RESOLVED, That the 2014 monthly premium rates for the self-funded employee and retiree health insurance are approved as follows:

For groups in 2013 paying \$675.18 for Single Coverage and \$1,568.13 for Family Coverage:

	<u>2014 Rate</u>
SINGLE COVERAGE:	\$ 687.00
FAMILY COVERAGE:	\$1,595.57

For groups in 2013 paying \$657.40 for Single Coverage and \$1,550.35 for Family Coverage:

	<u>2014 Rate</u>
SINGLE COVERAGE:	\$ 665.06
FAMILY COVERAGE:	\$1,573.63

For retirees:

	<u>2014 Rate</u>
SINGLE COVERAGE:	\$ 665.06
FAMILY COVERAGE:	\$1,573.63

RESOLVED FURTHER, That the 2014 stop-loss rate payable to Blue Cross Blue Shield of Minnesota of \$6.74 per contract per month is approved.

RESOLVED FURTHER, That a 2014 per contract per month administrative service fee of \$31.66 payable to Blue Cross Blue Shield of Minnesota is approved.

RESOLVED FURTHER, That the 2014 monthly premium rate for the self-insured dental plan is approved, with a 0% increase, in the amount of \$37.01.

RESOLVED FURTHER, That the 2014 per contract per month administrative service fee of \$2.18 payable to Delta Dental Plan of Minnesota is approved.

RESOLVED FURTHER, That the St. Louis County Board authorizes the appropriate county officials to execute a contract for administrative services of the medical and dental plans for the time period covering January 1 – December 31, 2014 as set forth above.

BOARD LETTER NO. 13 - 394

FINANCE & BUDGET COMMITTEE NO. 2

BOARD AGENDA NO.

DATE: September 10, 2013

RE: Construction Manager At-Risk
Services Contract Amendment –
GSC Duluth Remodeling

FROM: Kevin Z. Gray
County Administrator

Tony Mancuso, Director
Property Management

RELATED DEPARTMENT GOAL:

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

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a contract amendment with Johnson Wilson Constructors of Duluth, MN for Construction Management At-Risk services for the infrastructure replacement and general remodeling of the Government Services Center (GSC) in Duluth.

BACKGROUND:

The County Board authorized an agreement with Johnson Wilson Constructors (County Board Resolution No. 13-514 dated August 6, 2013) in the amount of \$498,847 for construction management services identified in the county's base bid and base bid scope of work for the GSC infrastructure replacement and general remodeling. The bids received were very favorable, so the county had the opportunity to complete all of the remodeling project components, accept all bid alternates and address every identified need of the building, basically resetting the life cycle. In short, the building will be as close to new construction as possible.

Because the county had the opportunity to and accepted alternates valued at approximately \$1,500,000, the Construction Management At-Risk contract needs to be amended for an additional amount of \$49,262. This additional fee is to manage, schedule and facilitate all aspects of the additional scope of work created by the alternates.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract amendment for Construction Management At-Risk services for the Duluth GSC infrastructure replacement and general remodeling construction project with Johnson Wilson Constructors, Duluth, MN in an amount of \$49,262, to cover construction alternate work scope hard costs, general contingency and Construction Management At-Risk fees, payable from Fund 440, Agency 440001, which represents the new account for the 2013 Capital Improvement Bond.

**Construction Manager At-Risk Services Contract Amendment –
GSC Duluth Remodeling**

BY COMMISSIONER _____

WHEREAS, The St. Louis County Board has authorized a contract with Johnson Wilson Constructors of Duluth, Minnesota for Construction Management At-Risk services for the Duluth Government Services Center infrastructure replacement and general remodeling project in the amount of \$17,413,000, which includes all hard project construction costs, a general project contingency, and Construction Management At-Risk fees of 3.25% of the total hard project construction costs for a total of \$498,847; and

WHEREAS, The bond amount approved for the project was sufficient to fund approximately \$1.5 million in project alternatives; and

WHEREAS, By accepting the project alternatives the county will be able to completely reset the life cycle of the building; and

WHEREAS, The inclusion of the alternates in the construction project increases the construction hard costs for this project upon which all Construction Management At-Risk fees are based at a rate of 3.25%; and

WHEREAS, The project budget has sufficient contingency dollars available to absorb additional fees;

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes the appropriate county officials to amend the contract with Johnson Wilson Constructors of Duluth, MN for Construction Management At-Risk services for the Duluth Government Services Center infrastructure replacement and general remodeling project in the amount of \$49,262, payable from 2013 Capital Improvement bond proceeds in Fund 440, Agency 440001.

BOARD LETTER NO. 13 - 395

FINANCE & BUDGET COMMITTEE NO. 3

BOARD AGENDA NO.

DATE: September 10, 2013

RE: Election Systems and Software
LLC – Hardware and Software
Maintenance and Support
Services Agreement

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor

RELATED DEPARTMENT GOAL:

To provide maintenance and support services for election equipment.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an agreement with Election Systems and Software, LLC of Chicago, IL, to provide maintenance and support services for election equipment, as permitted by Minn. Stat. § 206.805, subd. 1(c).

BACKGROUND:

According to Minn. Stat. § 206.805, subd. 1(a), software and hardware maintenance for election equipment must be performed by a state certified election software / hardware vendor. Previously St. Louis County townships and cities have used Election Systems and Software, LLC, to provide maintenance and support services for election equipment on an individual basis. Entering into this contract provides for a 10% discount, reducing these costs throughout the county.

RECOMMENDATION:

The St. Louis County Board is requested to authorize an agreement with Election Systems and Software, LLC of Chicago, IL, in an amount not to exceed \$41,850 to provide maintenance and support services for election equipment.

**Election Systems and Software LLC – Hardware and Software
Maintenance and Support Services Agreement**

BY COMMISSIONER _____

WHEREAS, It is necessary for St. Louis County to have hardware and software service and maintenance performed on election equipment on a regular basis; and

WHEREAS, Election Systems and Software, LLC of Chicago, IL, is a certified vendor that provides election hardware and software service and maintenance.

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes the appropriate county officials to enter into an agreement with Election Systems and Software, LLC of Chicago, IL in an amount not to exceed \$41,850 to provide software and hardware maintenance; and

RESOLVED FURTHER, That St. Louis County will make payment to Election Systems and Software for services rendered;

RESOLVED FURTHER, That St. Louis County will invoice each participating township, city, and unorganized territory for its portion of the annual invoice.