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

April 7, 2015
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 March 24, 2015

Environment & Natural Resources Committee, Commissioner Rukavina, Chair

1. Award of Bid: Broadcast Application of Herbicides ***[15-120]***
2. Drainage Easement on State Tax-Forfeited Land to the City of Duluth ***[15-121]***
3. Access Easement across State Tax Forfeited Land in the Plat of Coot Creek Estates (Unorganized Township 56-13) ***[15-122]***
4. Easements across State Tax-Forfeited Land to Access Shoreland Lease Parcels – Tract C (Gnesen Township and Unorganized Township 55-14) ***[15-123]***
5. Easements across State Tax-Forfeited Land to Access Shoreland Lease Parcels – Tract D (Ault and Pequaywan Townships) ***[15-124]***
6. Adjoining Owner Sales ***[15-125]***
7. Repurchase of State Tax Forfeited Land – Abrahamson, Quilty, Kingsley, Johnson, Temple Corp Inc., Koski ***[15-126]***
8. Reclassification to 'Non-Conservation' and Special Sale to Judge Mining, LLC (Morse Township) ***[15-127]***
9. Reclassification to 'Non-Conservation' and Special Sale to William Mahai (Duluth) ***[15-128]***
10. Removal and Cleanup of Abandoned Personal Property ***[15-129]***

Public Works & Transportation Committee, Commissioner Raukar, Chair

11. Agreement with MSA Professional Services for Culvert Surveys on Chester and Keene Creeks (Duluth) ***[15-130]***
12. Purchase Materials for Horizontal Alignment Warning Signs Project ***[15-131]***
13. Authorize Payment for Lighting Unit Installation for Rural Intersection Lighting Project ***[15-132]***
14. Agreement with Balkan Township and Right of Way Acquisition for the Reconstruction of Bridge 735 on Township Road 7826 ***[15-133]***
15. State Contract Rental of Six Belly Dump Trailers ***[15-134]***
16 State Contract Purchase of Roadpatcher ***[15-135]***
17. Agreement with City of Hermantown for Pavement Rehabilitation on CR 890/Rose Road ***[15-136]***
18. Purchase of GPS Unit and Related Equipment ***[15-137]***
19. Agreement with LHB Inc., for Construction Administration – CSAH 16 Pavement Preservation (White, Colvin, Fairbanks and Bassett Townships) ***[15-138]***

Finance & Budget Committee, Commissioner Nelson, Chair

20. 2014 Fourth Quarter Budget Changes ***[15-139]***
21. Abatement List for Board Approval ***[15-140]***
22. Agreement with Superior USA Corporation for Administration of Flexible Spending Account Plan 2015-2016 and Approve the Restated Master Plan Document ***[15-141]***

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.

Health & Human Services Committee, Commissioner Boyle, Chair

1. **Assessment of Need – Behavioral Health Group** ***[15-142]***
   Resolution authorizing notification to the Commissioner of Human Services that a review of the Letter of Need submitted by Behavioral Health Group has been completed and the Board finds there is no need for medication assisted therapy services to be provided by Behavioral Health Group within St Louis County.

Public Works & Transportation Committee, Commissioner Raukar, Chair

1. **Award of Bids: Tied Rout, Seal Coat, Crack Repair and Fog Seal Projects (City of Babbitt and Various Townships)** ***[15-143]***
   Resolution awarding 10 tied public works projects to low bidder Asphalt Surface Tech Corp, St. Cloud, MN.

Central Management & Intergovernmental Committee, Commissioner Jewell, Chair

1. **Request for Declaration of 148th EOD Unit as a Community Asset Available to Local Law Enforcement** ***[15-144]***
   Commissioner Stauber has requested a resolution of support to appeal to Governor Dayton to declare the Minnesota Air National Guard 148th Fighter Wing EOD a community asset.

COMMISSIONER DISCUSSION ITEMS AND REPORTS:
Commissioners may introduce items for future discussion, or report on past and upcoming activities.

ADJOURNED:

NEXT COMMITTEE OF THE WHOLE MEETING DATES:

April 14, 2015	**Gnesen Town Hall, 4011 W. Pioneer Road, Duluth, MN**
April 28, 2015	**Camp Esquagama, 4913 Pine Lane, Gilbert, MN**
May 5, 2015	**St. Louis County Courthouse, Duluth, MN**

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

COMMITTEE OF THE WHOLE
ST. LOUIS COUNTY BOARD OF COMMISSIONERS

March 24, 2015

Location: Comet Theater, 102 S. River Street, Cook, Minnesota

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

Absent: Commissioner Raukar

Convened: Chair Stauber called the meeting to order at 1:31 p.m.

CONSENT AGENDA

Rukavina/Boyle moved to approve the consent agenda. Chair Stauber noted that Item #3, Acquisition of Right of Way for CP 213066 by Eminent Domain Proceedings (Owens Township) *[15-112]* was pulled by the department. The motion passed. (6-0, Raukar absent)

- Minutes of March 10, 2015
- Final Plat Approval – Coot Creek Estates (Unorganized Township 56-13) *[15-110]*
- Repurchase of State Tax Forfeited Land – Narum/Norton, Johnson *[15-111]*
- County-wide Elevator Maintenance Contract *[15-113]*
- Lawful Gambling Application (Unorganized Township 55-21) *[15-114]*
- Agreement with Tiburon, Inc. for Upgraded CAD System *[15-115]*

REGULAR AGENDA

Public Works & Transportation Committee

Dahlberg/Boyle moved to award a bid to Scott Construction, Inc., of Lake Delton, WI, in the amount of $1,398,103.20 for combined crack sealing and crack repair projects in various cities and townships: A.) CP 0133-241417, SAP 069-733-028(Low); B.) CP 0184-241965 Tied; C.) CP 0443-241966 Tied; D.) CP 0000-246052 Tied - Carlton County project; E.) CP 0000-246198 Tied - City of Duluth project; F.) CP 0251-249366 Tied; and G.) CP 088-249523 *[15-116]*. The motion passed. (6-0, Raukar absent)

Nelson/Dahlberg moved to award a bid to Mesabi Bituminous, Inc., of Gilbert, MN, in the amount of $448,761.97 for project CP 0103-190856, SAP 069-703-013, reconditioning on CSAH 103 from TH 169 to 12th Ave. W. in Virginia, MN, length 0.51 miles *[15-116]*. The motion passed. (6-0, Raukar absent)

Central Management & Intergovernmental Committee

Rukavina/Jewell moved that the St. Louis County Board respectfully requests the State Legislature to restore the $.05 per ton Taconite Production or Occupation Tax distribution to counties; and further, requests the Iron Range Legislative Delegation to review the decision and the anticipated negative

impacts of reducing the Iron Range fiscal disparities distribution if the Taconite Production or Occupation Tax is insufficient to service bonds. After further discussion, the motion passed. (5-1, Nelson nay, Raukar Absent)

COMMISSIONER DISCUSSION ITEMS

Commissioner Rukavina inquired about the possibility of extending the 30-day comment period for the Planning Ordinance to give townships the opportunity for discussion at their Town Board meetings.

Commissioner Jewell discussed the Heart of the Continent geotourism website launch held last Thursday, March 19th and Friday, March 20th.

Commissioner Boyle said that a meeting is in the process of being scheduled regarding Out of Home Placement.

Chair Stauber said that he will be bringing forward a resolution authorizing the Air National Guard148th Fighter Wing/EOD (Explosives Ordinance Disposal) Unit to respond to threats within St. Louis County.

Commissioner Nelson expressed concerns that St. Louis County Board meetings be held in ADA compliant and acoustic friendly venues.

Commissioner Jewell said that historic sites are worth celebrating and ADA compliance is worth consideration.

Commissioner Rukavina said that he wanted to hold the Board meeting in Cook; however, the venue choices were limited due to the size of other location options.

Commissioner Nelson said that St. Louis County staff reviews the venue ahead of time to ensure the building is ADA compliant and accommodations are made for hearing impaired individuals.

Commissioner Dahlberg talked about a meeting regarding a possible redevelopment project below Spirit Mountain and noted that the developer is not interested in Tax Increment Financing. Commissioner Dahlberg also said that there will be a meeting at Mr. D's in West Duluth on Wednesday, March 25th to discuss the purchase of Hallot Dock #7 and related development issues. In addition, Commissioner Dahlberg discussed clean-up of the U.S. Steel site.

At 2:00 p.m., Jewell/Dahlberg moved to adjourn the Committee of the Whole meeting. The motion passed. (6-0, Raukar absent)

_____

Pete Stauber, Chair of the County Board

_____

Phil Chapman, Clerk of the County Board

BOARD LETTER NO. 15 - 120

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 1

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Award of Bid: Broadcast Application of Herbicides**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENT GOAL:
Maintaining and improving forest health and productivity.

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

BACKGROUND:
The 2015 Land and Minerals Department budget includes funding for treating 1,160 acres with ground applied herbicides for tree plantation site preparation and the release of existing conifer plantations. Vendors were notified of the request for bids through DemandStar. One bid was received from Future Forests Inc. of Askov, MN, for the lump sum amount of $148,737.25. Purchasing Division and Land and Minerals Department staff have reviewed the bid and recommend award to Future Forests Inc.

RECOMMENDATION:
It is recommended that the St. Louis County Board award the contract for the broadcast application of herbicides to Future Forests Inc. of Askov, MN, at its bid of $148,737.25, payable from Fund 290, Agency 290001.

Award of Bid: Broadcast Application of Herbicides

BY COMMISSIONER:_____

WHEREAS, The Land and Minerals Department plans to treat 1,160 acres with ground applied herbicides for tree plantation site preparation and the release of existing conifer plantations on state tax forfeited lands in the summer of 2015; and

WHEREAS, The Purchasing Division solicited bids for ground application of herbicides with Future Forests Inc. of Askov, MN, submitting the only bid in the amount of $148,737.25.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute a contract with Future Forests Inc. of Askov, MN, for the chemical site preparation of 20 sites totaling 1,079.5 acres and the chemical release of 4 sites totaling 80.5 acres, in accordance with the specifications of Bid No. 5228, subject to approval of the County Attorney, at its bid price of $148,737.25, payable from Fund 290, Agency 290001.

BOARD LETTER NO. 15 - 121

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 2

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Drainage Easement on State Tax-Forfeited Land to the City of Duluth**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENTAL GOAL:
Performing public services.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize a drainage easement across state tax-forfeited land in the city of Duluth.

BACKGROUND:
The City of Duluth is requesting a permanent drainage easement to install and maintain a culvert and to place and grade materials adjacent to a public trail. The total area of the easement requested is 1,729 square feet (0.04 acres). The parcel is located 250 feet southwest of the intersection of Redruth Street and South 73rd Avenue West in West Duluth. Exercising the easement will not cause significant adverse environmental or natural resource management impacts, and will not conflict with public use of the land.

RECOMMENDATION:
It is recommended that the St. Louis County Board grant a permanent drainage easement across state tax-forfeited land to the City of Duluth for the amount of $389 land use fee, $700 appraisal fee, $50 administration fee, and $46 recording fee; for a total of $1,185 to be deposited into Fund 240 (Forfeited Tax Fund).

Drainage Easement on State Tax-Forfeited Land to the City of Duluth

BY COMMISSIONER_____

WHEREAS, The City of Duluth requested a permanent drainage easement across state tax-forfeited land to install and maintain a culvert adjacent to a public trail; and

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

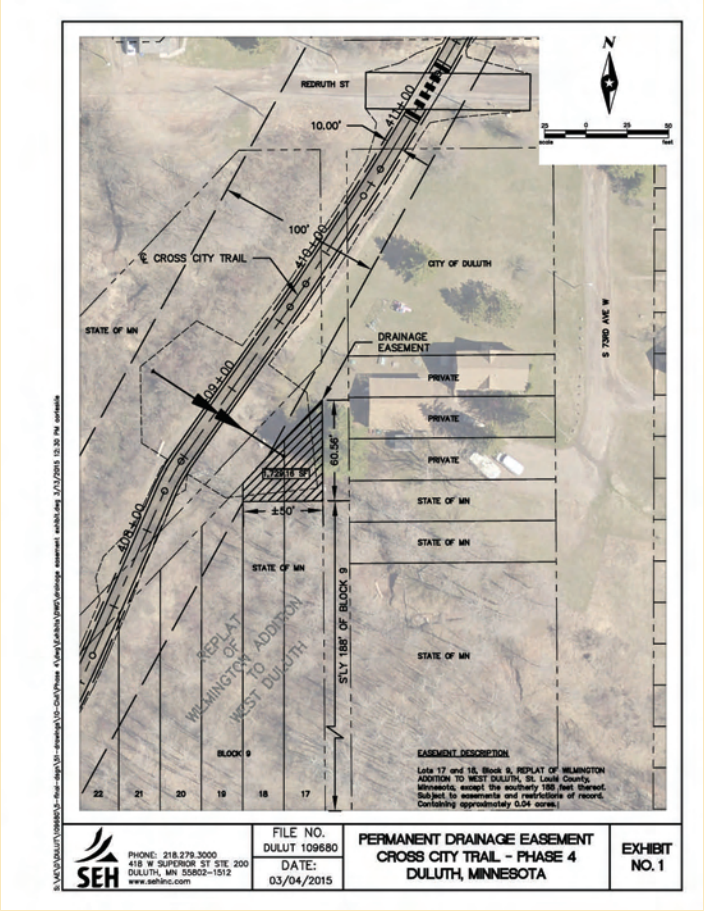
WHEREAS, Minn. Stat. § 282.04, Subd. 4 (a) authorizes the County Auditor to grant easements for such purposes;

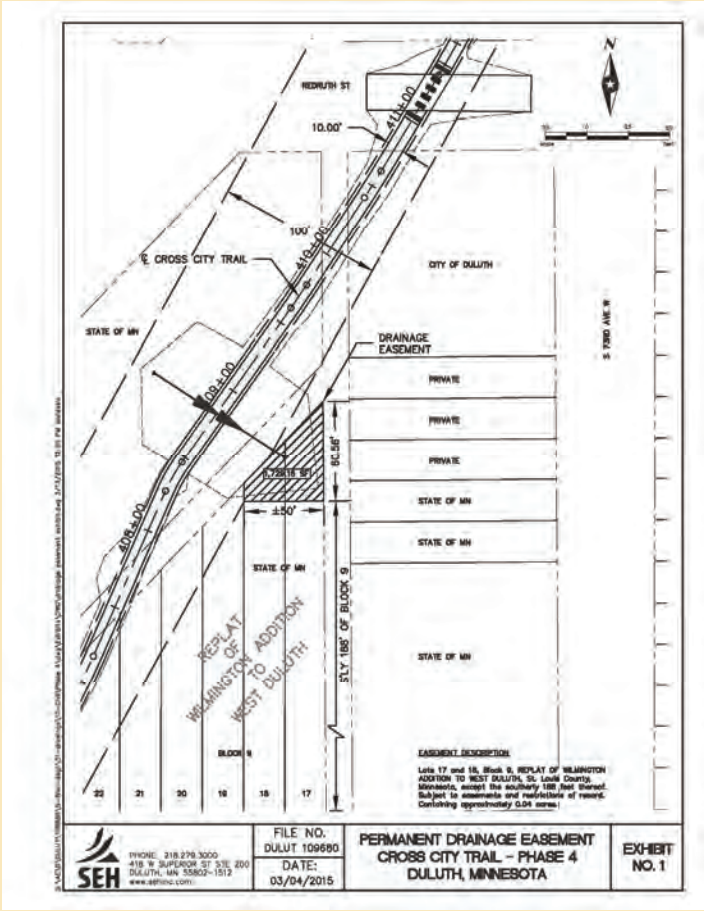
THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the County Auditor to grant an easement to the City of Duluth described as follows:

Lots 17 and 18, Block 9, REPLAT OF WILMINGTON ADDITION TO WEST DULUTH, St. Louis County, Minnesota, except the southerly 188 feet thereof. Subject to easements and restrictions of record. Containing approximately 0.04 acres.

RESOLVED FURTHER, That the granting of this easement is conditioned upon payment of $389 land use fee, $700 appraisal fee, $50 administration fee, and $46 recording fee; for a total of $1,185 to be deposited into Fund 240 (Forfeited Tax Fund).

St. Louis County Land & Minerals Department Tax Forfeited Easements



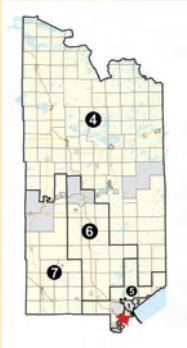


Affects parcel 010-4630-01560

3rd Commissioner District

- State Tax Forfeited
- Easement
- Project location

St. Louis County Minnesota



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St. Louis County Land and Minerals Department

BOARD LETTER NO. 15 - 122

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 3

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Access Easement across State Tax Forfeited Land in the Plat of Coot Creek Estates (Unorganized Township 56-13)**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENTAL GOAL:
Performing public services.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize access easements across state tax forfeited land to the plat of Coot Creek Estates in T56N, R16W (Unorganized).

BACKGROUND:
The subdivision plat of Coot Creek Estates, located in Sections 24 and 25, Township 56N, Range 16W (Unorganized), was created pursuant to Minnesota Session Laws, 2012, Chapter 236, Section 28. The law authorizes St. Louis County to sell tax forfeited shoreland parcels currently under lease, and directs that the parcels be surveyed, appraised and offered for sale to the current lease holders.

The plat includes 45 lots on the southeast shore of Long Lake which are accessed via Long Lake Road South. The road crosses state owned land managed by the Department of Natural Resources as well as state tax forfeited land managed by the Land and Minerals Department. The first segment of the requested easement begins at the southern boundary of the state owned land and extends approximately 2,300 feet to the east line of the west half of Section 30. The second segment follows the western and southern boundaries of the state owned land for 1,675 feet, and would allow the existing road to be relocated onto state tax forfeited land in the unlikely event that the

state would deny continued use of the road segment which crosses its land. Both segments of the easement are 66 feet wide.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the imposing of access easements across state tax forfeited land to the plat of Coot Creek Estates.

Access Easement across State Tax Forfeited Land in the Plat of Coot Creek Estates (Unorganized Township 56-13)

BY COMMISSIONER_____

WHEREAS, Buyers of lots in the plat of Coot Creek Estates must cross state tax forfeited land; and

WHEREAS, There are no reasonable alternatives to obtain access to the property; and

WHEREAS, Exercising the easement will not cause significant adverse environmental or natural resource management impacts and will not conflict with public use of the land; and

WHEREAS, Minn. Stat. § 282.04, Subd. 4 and Minn. Stat. § 507.47 authorize the County Auditor to impose easements across state tax forfeited land for such purposes;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the County Auditor to impose access easements to access lots in the plat of Coot Creek Estates across state tax forfeited lands as described in County Board File_____.

Access Easement across State Tax Forfeited Land in the Plat of Coot Creek Estates (Unorganized Township 56-13)

A 66.00 foot wide easement for access purposes over, under, and across that part of the West Half of Section 30, Township 56 North, Range 15 West and that part of the Northeast Quarter of the Northeast Quarter of Section 25, Township 56 North, Range 16 West and that part of Government Lot 6, Section 24, Township 56 North, Range 16 West, all in St. Louis County, Minnesota the centerline of said easement is described as follows:

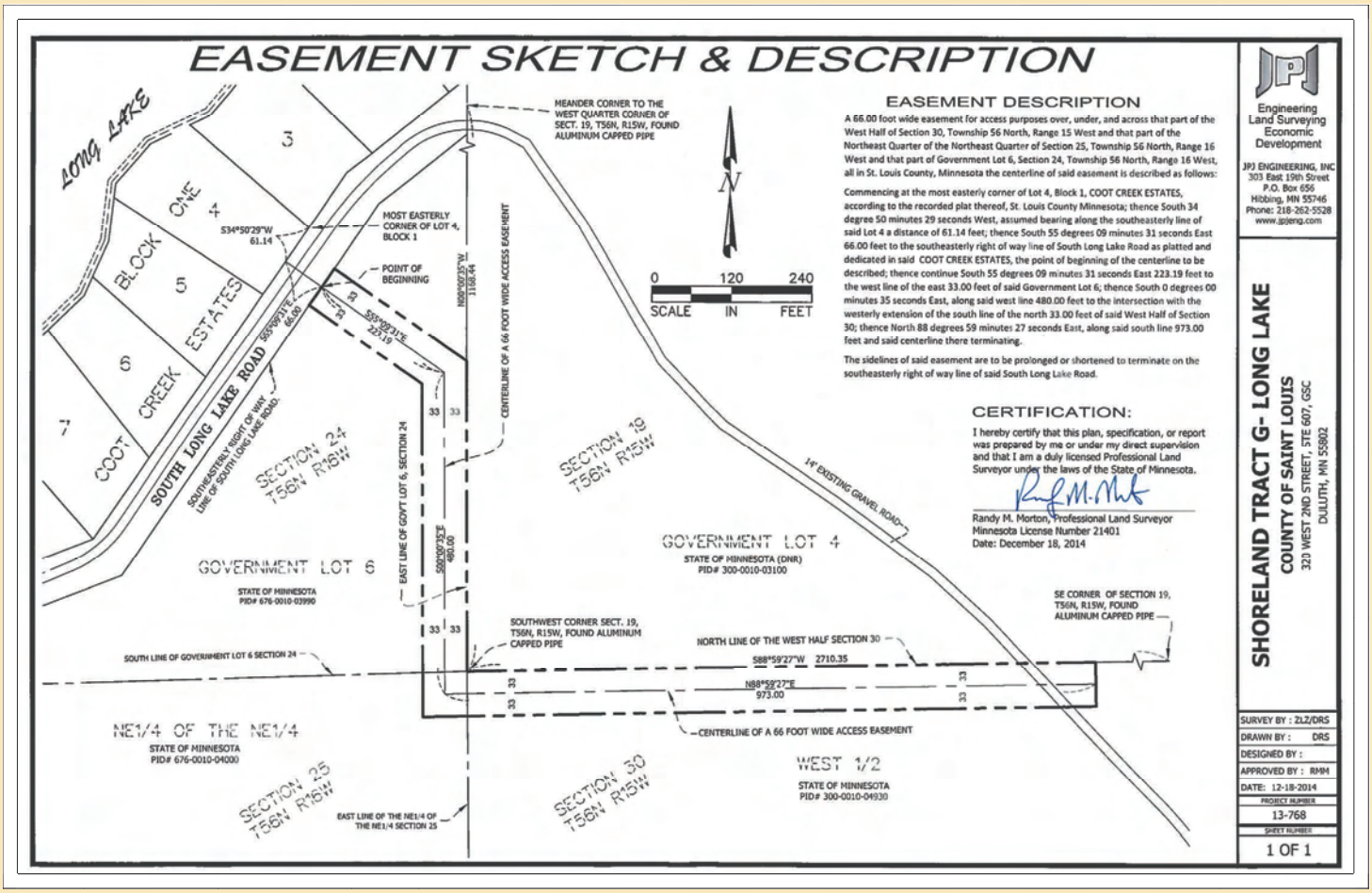
Commencing at the most easterly corner of Lot 4, Block 1, COOT CREEK ESTATES, according to the recorded plat thereof, St. Louis County Minnesota;
thence South 34 degrees 50 minutes 29 seconds West, assumed bearing along the southeasterly line of said Lot 4 a distance of 61.14 feet;
thence South 55 degrees 09 minutes 31 seconds East 66.00 feet to the southeasterly right of way line of South Long Lake Road as platted and dedicated in dedicated in said COOT CREEK ESTATES, the point of beginning of the centerline to be described;
thence continue South 55 degrees 09 minutes 31 seconds East 223.19 feet to the west line of the east 33.00 feet of said Government Lot 6;
thence South 0 degrees 00 minutes 35 seconds East, along said west line 480.00 feet to the intersection with the westerly extension of the south line of the north 33.00 feet of said West Half of Section 30;
thence North 88 degrees 59 minutes 27 seconds East, along said south line 973.00 feet and said centerline there terminating.

AND

A 66.00 foot wide easement for access purposes over, under, and across that part of the West Half of Section 30, Township 56 North, Range 15 West, St Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said West Half of Section 30; thence North 88 degrees 59 minutes 36 seconds East, assumed bearing along the north line of said West Half of Section 30 a distance of 834.86 feet to the point of beginning of the centerline to be described;
thence South 43 degrees 18 minutes 45 seconds East 132.24 feet;
thence South 44 degrees 02 minutes 04 seconds East 205.96 feet;
thence South 34 degrees 59 minutes 44 seconds East 84.62 feet;
thence South 26 degrees 18 minutes 20 seconds East 99.33 feet;
thence South 22 degrees 23 minutes 10 seconds East 204.05 feet;
thence southeasterly 300.78 feet along a tangential curve concave to the northeast, having a radius of 265.00 feet and a central angle of 65 degrees 01 minute 52 seconds;
thence South 87 degrees 25 minutes 02 seconds East, tangent to said curve 177.00 feet;
thence easterly 335.03 feet along a tangential curve concave to the north, having a radius of 750.00 feet and a central angle of 25 degrees 35 minutes 41 seconds;
thence North 66 degrees 59 minutes 17 seconds East, tangent to said last described curve 328.80 feet;
thence northeasterly 332.76 feet along a tangential curve concave to the northwest, having a radius of 450.00 feet and a central angle of 42 degrees 22 minutes 04 seconds;
thence North 24 degrees 37 minutes 13 seconds East, tangent to said last described curve 132.52 feet;
thence North 30 degrees 42 minutes 10 seconds East 225.47 feet;
thence North 51 degrees 25 minutes 52 seconds East 36.57 feet to the east line of said West Half of Section 30 and said centerline there terminating.

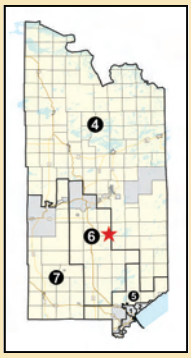
St. Louis County Land & Minerals Department Tax Forfeited Easements



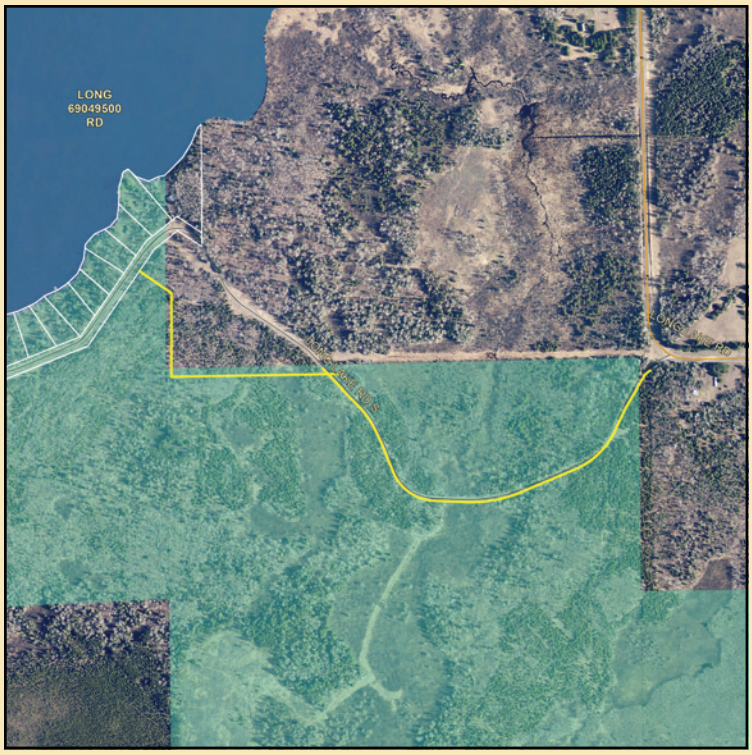
6th Commissioner District

- State Tax Forfeited
- Easement
- Project location

St. Louis County Minnesota



Affects parcels 676-0010-03990, -04000, and –04930



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St. Louis County Land and Minerals Department

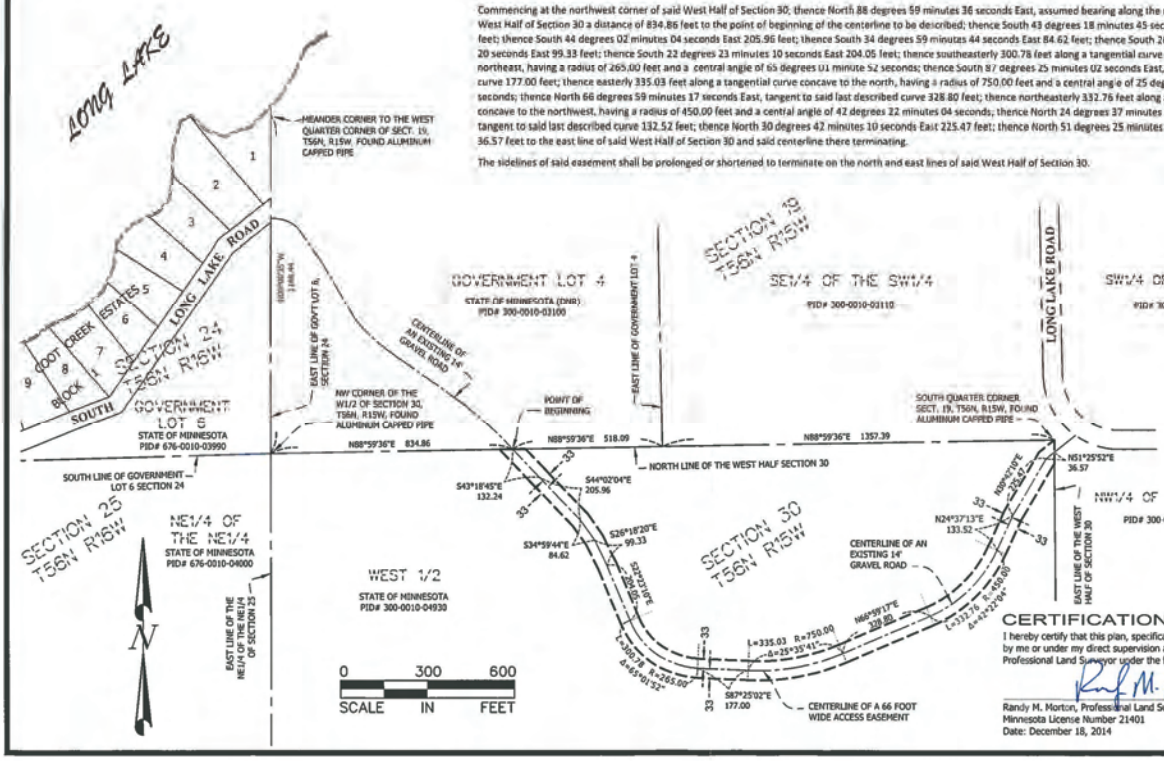
EASEMENT SKETCH & DESCRIPTION

EASEMENT DESCRIPTION

A 66.00 foot wide easement for access purposes over, under, and across that part of the West Half of Section 30, Township 56 North, Range 15 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said West Half of Section 30; thence North 88 degrees 59 minutes 36 seconds East, assumed bearing along the north line of said West Half of Section 30 a distance of 834.86 feet to the point of beginning of the centerline to be described; thence South 43 degrees 18 minutes 45 seconds East 132.24 feet; thence South 44 degrees 02 minutes 04 seconds East 205.96 feet; thence South 34 degrees 59 minutes 44 seconds East 84.62 feet; thence South 26 degrees 18 minutes 20 seconds East 99.33 feet; thence South 22 degrees 23 minutes 10 seconds East 204.05 feet; thence southeasterly 300.78 feet along a tangential curve concave to the northeast, having a radius of 265.00 feet and a central angle of 65 degrees 01 minute 52 seconds; thence South 87 degrees 25 minutes 02 seconds East, tangent to said curve 177.00 feet; thence easterly 335.03 feet along a tangential curve concave to the north, having a radius of 750.00 feet and a central angle of 25 degrees 35 minutes 41 seconds; thence North 66 degrees 59 minutes 17 seconds East, tangent to said last described curve 328.80 feet; thence northeasterly 332.76 feet along a tangential curve concave to the northwest, having a radius of 450.00 feet and a central angle of 42 degrees 22 minutes 04 seconds; thence North 24 degrees 37 minutes 13 seconds East, tangent to said last described curve 132.52 feet; thence North 30 degrees 42 minutes 10 seconds East 225.47 feet; thence North 51 degrees 25 minutes 52 seconds East 36.57 feet to the east line of said West Half of Section 30 and said centerline there terminating.

The sidelines of said easement shall be prolonged or shortened to terminate on the north and east lines of said West Half of Section 30.



CERTIFICATION:

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Land Surveyor under the laws of the State of Minnesota.

Randy M. Morton, Professional Land Surveyor
Minnesota License Number 21401
Date: December 18, 2014

Engineering
Land Surveying
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Development

JPJ ENGINEERING, INC
303 East 19th Street
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Hibbing, MN 55746
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SHORELAND TRACT G- LONG LAKE
COUNTY OF SAINT LOUIS
320 WEST 2ND STREET, STE 607, GSC
DULUTH, MN 55802

SURVEY BY :	ZLZ/DRS
DRAWN BY :	ZLZ/DRS
DESIGNED BY :	
APPROVED BY :	RMM
DATE:	12-18-2014
PROJECT NUMBER	13-768
SHEET NUMBER	1 OF 1

BOARD LETTER NO. 15 - 123

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 4

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Easements across State Tax-Forfeited Land to Access Shoreland Lease Parcels – Tract C (Gnesen Township and Unorganized Township 55-14)**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENTAL GOAL:
Performing public services.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize access easements across state tax forfeited land in Gnesen Township and Unorganized Township 55-14.

BACKGROUND:
Numerous parcels are being created by metes and bounds descriptions pursuant to Minnesota Session Laws, 2012, Chapter 236, Section 28, which authorizes St. Louis County to sell tax-forfeited shoreland parcels currently under lease, and directs that the parcels be surveyed, appraised and offered for sale to the current lease holders. Many of the parcels are isolated and require access across state tax-forfeited property.

Five parcels are being created on Sullivan Lake in Unorganized Township 55-14. A 33 foot wide easement approximately 1,432 feet long is requested extending to Destination Drive which connects to UT 9230/Brimson Road.

Two parcels are being created on Island Lake Reservoir in Gnesen Township. A 66 foot wide easement approximately 418 feet long is requested to accommodate the existing Island Lake Falls Road which bisects the parcels.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the imposing of access easements across state tax-forfeited land to buyers of shoreland lease parcels created by metes and bounds descriptions.

Easements across State Tax-Forfeited Land to Access Shoreland Lease Parcels – Tract C (Gnesen Township and Unorganized Township 55-14)

BY COMMISSIONER_____

WHEREAS, Buyers of parcels created by metes and bounds descriptions must cross state tax-forfeited land to access a public road; and

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

WHEREAS, Minn. Stat. § 282.04, Subd. 4 and Minn. Stat. § 507.47 authorize the County Auditor to impose easements across state tax forfeited land for such purposes;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the County Auditor to impose easements to access shoreland lease parcels across state tax-forfeited lands described as described in County Board File _____.

Easements across State Tax-Forfeited Land to Access Shoreland Lease Parcels – Tract C (Gnesen Township and Unorganized Township 55-14)

Easement A

A 33.00 foot wide roadway easement for ingress, egress and utility purposes over, under and across, that part of Government Lot 1, Section 24, and that part of the Northeast Quarter of the Northeast Quarter, Section 23 and that part of Government Lot 1, Section 23, all in Township 55 North, Range 14 West, St. Louis County, Minnesota said 33.00 foot roadway easement lies northerly and adjacent to the following described line:

COMMENCING at the northwest corner of said Government Lot 1, Section 24; thence South 00 degrees 55 minutes 11 seconds West, assigned bearing, along the west line of said Government Lot 1, Section 24 a distance of 1002.95 feet; thence North 74 degrees 25 minutes 12 seconds East 143.35 feet; thence South 81 degrees 16 minutes 51 seconds East 250.12 feet to the point of beginning of the line to be herein described; thence return North 81 degrees 16 minutes 51 seconds West 250.12 feet; thence South 74 degrees 25 minutes 12 seconds West 294.75 feet; thence South 36 degrees 53 minutes 02 seconds West 376.38 feet to a point hereinafter referred to as "Point A" and said described line there terminating.

TOGETHER WITH a 33.00 foot wide roadway easement for ingress, egress and utility purposes over, under and across, that part of Government Lot 1, Section 23, Township 55 North, Range 14 West, St. Louis County, Minnesota the centerline of said 33.00 foot wide roadway easement is described as follows:

COMMENCING at said "Point A"; thence North 51 degrees 52 minutes 35 seconds West 16.50 feet to the point of beginning of the centerline to be herein described; thence South 38 degrees 07 minutes 25 seconds West 145.08 feet; thence South 25 degrees 34 minutes 22 seconds West 95.81 feet; thence South 59 degrees 31 minutes 31 seconds West 35.67 feet to a point hereinafter referred to as "Point B"; thence continue South 59 degrees 31 minutes 31 seconds West 22.97 feet; thence South 55 degrees 25 minutes 02 seconds West 43.09 feet; thence southwesterly 170.71 feet, along a tangential curve, concave to the southeast, having a radius of 175.00 feet and a central angle of 55 degrees 53 minutes 29 seconds; thence South 00 degrees 28 minutes 27 seconds East, tangent to said curve, 76.18 feet; thence South 09 degrees 17 minutes 21 seconds East 156.98 feet; thence South 00 degrees 05 minutes 24 seconds East 65.06 feet to a point herein after referred to as "Point C"; thence continue South 00 degrees 05 minutes 24 seconds East 64.02 feet to a point hereinafter referred to as "Point D"; thence South 45 degrees 14 minutes 05 seconds West 29.12 feet; thence South 85 degrees 07 minutes 16 seconds West 251.56 feet; thence North 73 degrees 14 minutes 31 seconds West 142.74 feet to the terminus of the public roadway know as Destination Drive and said described centerline there terminating.

The sidelines of said 33.00 foot wide roadway easement shall be prolonged or shortened to terminate on the right of way line of said Destination Drive.

AND TOGETHER WITH a 33.00 foot wide roadway easement for ingress, egress and utility purposes over, under and across, that part of Government Lot 1, Section 23, Township 55 North, Range 14 West, St. Louis County, Minnesota the centerline of said 33.00 foot wide roadway easement is described as follows:

BEGINNING at said "Point B"; thence North 87 degrees 21 minutes 53 seconds East 87.70 feet to the intersection with a line bearing South 23 degrees 03 minutes 45 seconds West from said "Point A" and said described centerline there terminating.

The sidelines of said 33.00 foot wide roadway easement shall be prolonged or shortened to terminate on said bearing of South 23 degrees 03 minutes 45 seconds West from "Point A".

AND TOGETHER WITH a 33.00 foot wide roadway easement for ingress, egress and utility purposes over, under and across, that part of Government Lot 1, Section 23, Township 55 North, Range 14 West, St. Louis County, Minnesota the centerline of said 33.00 foot wide roadway easement is described as follows:

BEGINNING at said "Point D”; thence North 72 degrees 03 minutes 47 seconds East 45.50 feet to the intersection with a line bearing South 40 degrees 56 minutes 42 seconds East from said "Point C" and said described centerline there terminating.

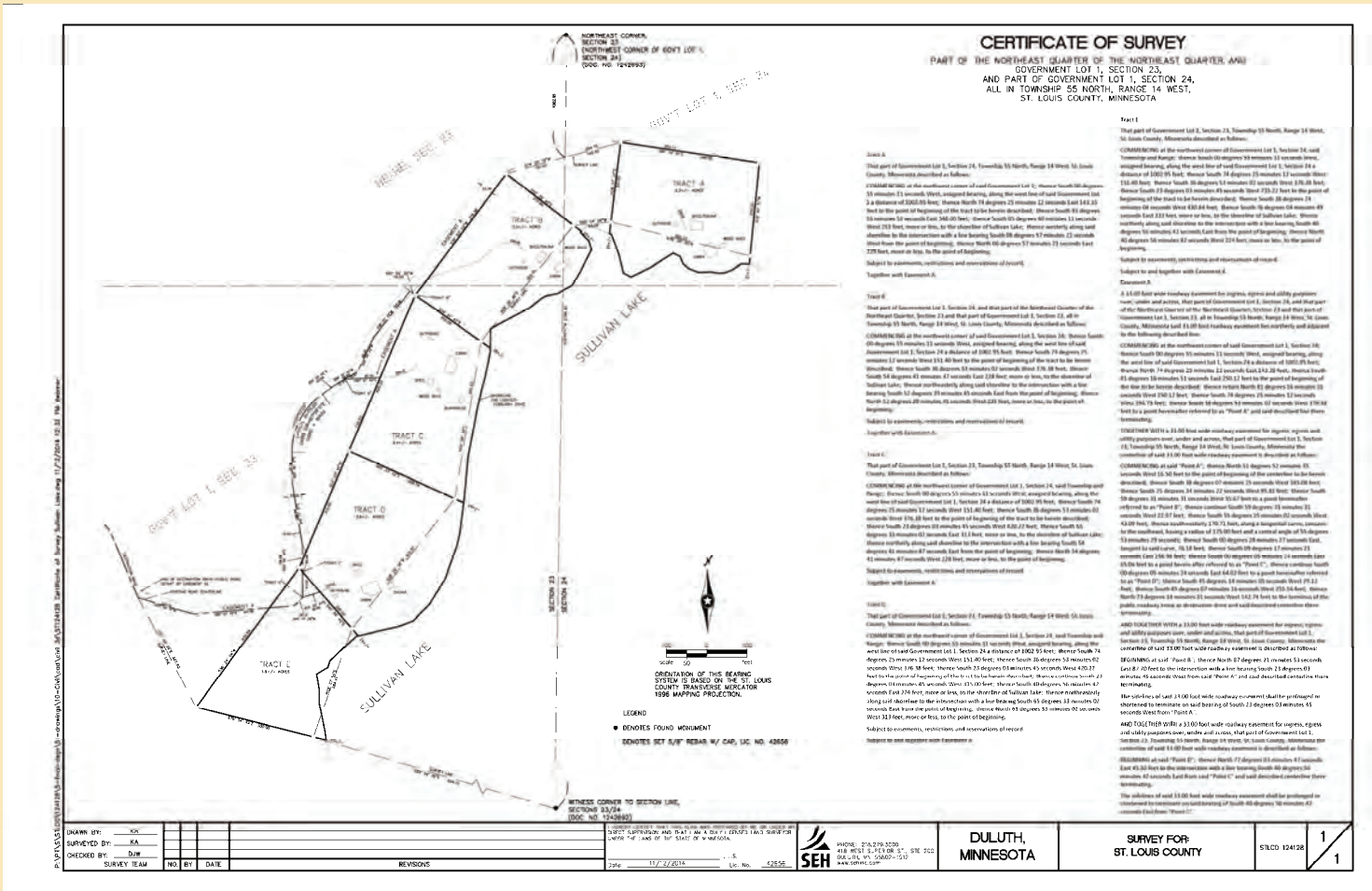
The sidelines of said 33.00 foot wide roadway easement shall be prolonged or shortened to terminate on said bearing of South 40 degrees 56 minutes 42 seconds East from "Point C".

AND

A 66.00 foot wide roadway easement for ingress, egress and utility purposes over, under and across the Southwest Quarter of the Northwest Quarter of Section 35, Township 53 North, Range 14 West, St. Louis County, Minnesota, the northerly line of said 66.00 foot wide roadway easement is described as follows:

COMMENCING at the West Quarter Corner of said Section 35; thence North 00 degrees 32 minutes 26 seconds West, assigned bearing, along the west line of said Section 35 a distance of 983.97 feet; thence North 89 degrees 26 minutes 48 seconds East 330.07 feet to a point hereinafter referred to as “Point A”; thence return South 89 degrees 26 minutes 48 seconds West 330.07 to said west line; thence North 00 degrees 32 minutes 26 seconds West, along said west line, 60.65 feet to the point of beginning of the line to be herein described; thence North 86 degrees 37 minutes 47 seconds East 47.40 feet; thence northeasterly 111.04 feet, along a tangential curve, concave to the northwest having a radius of 142.00 feet and a central angle of 44 degrees 48 minutes 12 seconds; thence North 41 degrees 49 minutes 35 seconds East, tangent to said curve, 44.11 feet; thence North 46 degrees 29 minutes 35 seconds East 55.80 feet; thence North 51 degrees 19 minutes 49 seconds East 47.06 feet; thence North 48 degrees 23 minutes 32 seconds East 30.72 feet; thence North 40 degrees 26 minutes 06 seconds East 82.28 feet to the intersection with a line bearing North 00 degrees 33 minutes 56 seconds West from said “Point A” and said described line there terminating.
The southerly line of said 66.00 foot wide roadway easement shall be prolonged or shortened to terminate on lines bearing South 89 degrees 26 minutes 48 seconds West and North 00 degrees 33 minutes 56 seconds West from said “Point A”.

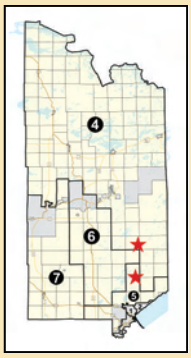
St. Louis County Land & Minerals Department Tax Forfeited Easements



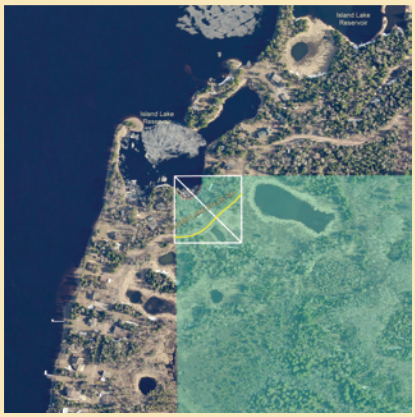
4th & 6th Commissioner Districts

- State Tax Forfeited
- Easement
- Project location

St. Louis County Minnesota



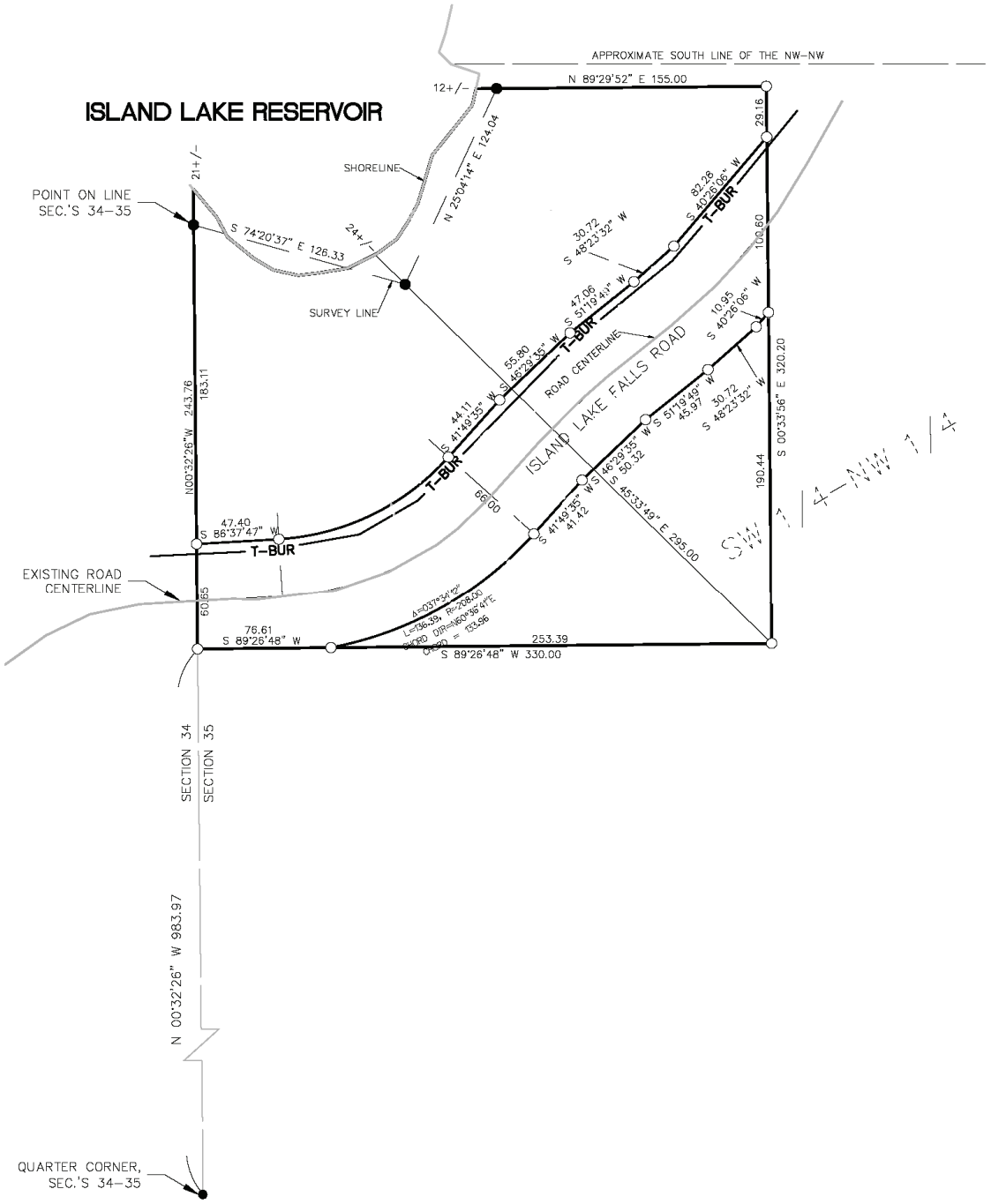
Affects parcel 641 -0010-03620 and 641-0010-03830



Affects parcel 375-0020-05450

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

St. Louis County Land and Minerals Department


ISLAND LAKE RESERVOIR
APPROXIMATE SOUTH LINE OF THE NW-NW
N 89°29'52" E 155.00
12+/-
21+/-
24+/-
SHORELINE
N 25°04'14" E 124.04
POINT ON LINE
SEC.'S 34-35
S 74°20'37" E 126.33
SURVEY LINE
29.16
106.60
S 00°33'56" E 320.20
190.44
S 45°33'49" E 295.00
S 40°26'06" W
82.28
30.72
S 48°23'32" W
47.06
S 51°19'49" W
10.95
S 40°26'06" W
55.80
S 49°29'35" W
44.11
S 41°49'35" W
T-BUR
ROAD CENTERLINE
ISLAND LAKE FALLS ROAD
S 51°19'49" W
45.97
30.72
S 48°23'32" W
S 46°29'35" W
S 50.32
S 41°49'35" W
41.42
66.00
N00°32'26"W 243.76
183.11
47.40
S 86°37'47" W
EXISTING ROAD
CENTERLINE
60.65
76.61
S 89°26'48" W
253.39
S 89°26'48" W 330.00
SECTION 34
SECTION 35
N 00°32'26" W 983.97
QUARTER CORNER,
SEC.'S 34-35

BOARD LETTER NO. 15 - 124

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 5

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Easements across State Tax-Forfeited Land to Access Shoreland Lease Parcels – Tract D (Ault and Pequaywan Townships)**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENTAL GOAL:
Performing public services.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize access easements across state tax forfeited land in Ault and Pequaywan townships.

BACKGROUND:
Numerous parcels are being created by metes and bounds descriptions pursuant to Minnesota Session Laws, 2012, Chapter 236, Section 28, which authorizes St. Louis County to sell tax-forfeited shoreland parcels currently under lease, and directs that the parcels be surveyed, appraised and offered for sale to the current lease holders. Many of the parcels are isolated and require access across state tax-forfeited property.

Four parcels are being created on Devine Lake in Ault Township. A 33 foot easement approximately 4,350 feet long is requested to provide access to CSAH 44, the Pequaywan Lake Road.

Eight parcels are being created on Moose Lake in Pequaywan Township. A 66 foot wide easement 1351.18 feet long and adjacent to the parcels is requested along with a 33 foot wide easement approximately 1,659 feet long extending to Moose Lake Road which connects to CSAH 44/Pequaywan Lake Road.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the imposing of access easements across state tax-forfeited land to buyers of shoreland lease parcels created by metes and bounds descriptions.

Easements across State Tax-Forfeited Land to Access Shoreland Lease Parcels – Tract D (Ault and Pequaywan Townships)

BY COMMISSIONER_____

WHEREAS, Buyers of parcels created by metes and bounds descriptions must cross state tax-forfeited land to access a public road; and

WHEREAS, Exercising the easements will not conflict with public use of land; and

WHEREAS, Minn. Stat. § 282.04, Subd. 4 and Minn. Stat. § 507.47 authorize the County Auditor to impose easements across state tax forfeited land for such purposes;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the County Auditor to impose easements to access shoreland lease parcels across state tax-forfeited lands described as described in County Board File _____.

Easements across State Tax-Forfeited Land to Access Shoreland Lease Parcels – Tract D (Ault and Pequaywan Townships)

A 33 foot wide access easement over and across all those parts of the Northeast Quarter of Northwest Quarter, the Northwest Quarter of Northeast Quarter, the Southwest Quarter of Northeast Quarter, and the Southeast Quarter of Northeast Quarter, all in Section 33, and the Southwest Quarter of Northwest Quarter, and the Northwest Quarter of Southwest Quarter, both in Section 34, Township 55 North, Range 12 West, St. Louis County, Minnesota, that lies with 16.5 feet on both sides of the following described centerline: Assuming the line between the East Quarter and Southeast corners of said Section 33 to have a bearing of South 2 degrees 55 minutes 50 seconds East, and commencing at said East Quarter corner; thence run South 37 degrees 55 minutes 12 seconds East, a distance of 740.24 feet to the Point of Beginning.
thence North 47 degrees 43 minutes 55 seconds West, a distance of 100.00 feet;
thence North 7 degrees 34 minutes 26 seconds West, a distance of 52.32 feet;
thence North 35 degrees 47 minutes 44 seconds West, a distance of 64.53 feet;
thence North 1 degrees 35 minutes 52 seconds West, a distance of 212.99 feet;
thence North 15 degrees 34 minutes 22 seconds West, a distance of 480.25 feet;
thence North 39 degrees 01 minutes 14 seconds West, a distance of 125.66 feet;
thence North 47 degrees 28 minutes 01 seconds West, a distance of 72.50 feet;
thence North 18 degrees 43 minutes 46 seconds West, a distance of 93.49 feet;
thence North 49 degrees 41 minutes 30 seconds West, a distance of 137.96 feet;
thence North 69 degrees 59 minutes 28 seconds West, a distance of 73.19 feet;
thence North 48 degrees 12 minutes 12 seconds West, a distance of 143.95 feet;
thence North 57 degrees 37 minutes 08 seconds West, a distance of 382.55 feet;
thence North 73 degrees 42 minutes 09 seconds West, a distance of 140.11 feet;
thence South 84 degrees 06 minutes 55 seconds West, a distance of 433.54 feet;
thence North 33 degrees 34 minutes 44 seconds West, a distance of 236.53 feet;
thence North 49 degrees 54 minutes 41 seconds West, a distance of 359.20 feet;
thence North 25 degrees 50 minutes 45 seconds West, a distance of 152.41 feet;
thence North 2 degrees 40 minutes 05 seconds East, a distance of 653.39 feet;
thence North 26 degrees 11 minutes 02 seconds West, a distance of 123.16 feet;
thence North 67 degrees 33 minutes 51 seconds West, a distance of 96.81 feet;
thence South 89 degrees 47 minutes 10 seconds West, a distance of 154.72 feet;
thence South 74 degrees 48 minutes 28 seconds West, a distance of 328.82 feet;
thence South 85 degrees 10 minutes 52 seconds West, a distance of 369.21 feet;
thence South 68 degrees 08 minutes 51 seconds West, a distance of 151.09 feet;
thence South 58 degrees 03 minutes 19 seconds West, a distance of 274.49 feet;
thence South 71 degrees 13 minutes 19 seconds West, a distance of 115.79 feet;
thence North 89 degrees 57 minutes 55 seconds West, a distance of 71.82 feet;
thence North 76 degrees 40 minutes 02 seconds West, a distance of 184.34 feet;
thence South 75 degrees 22 minutes 48 seconds West, a distance of 261.59 feet;
thence South 81 degrees 32 minutes 36 seconds West, a distance of 133.58 feet;
thence North 89 degrees 51 minutes 36 seconds West, a distance of 108.00 feet to the intersection of Devine Lake Road and County Road #44 and there terminating.

AND

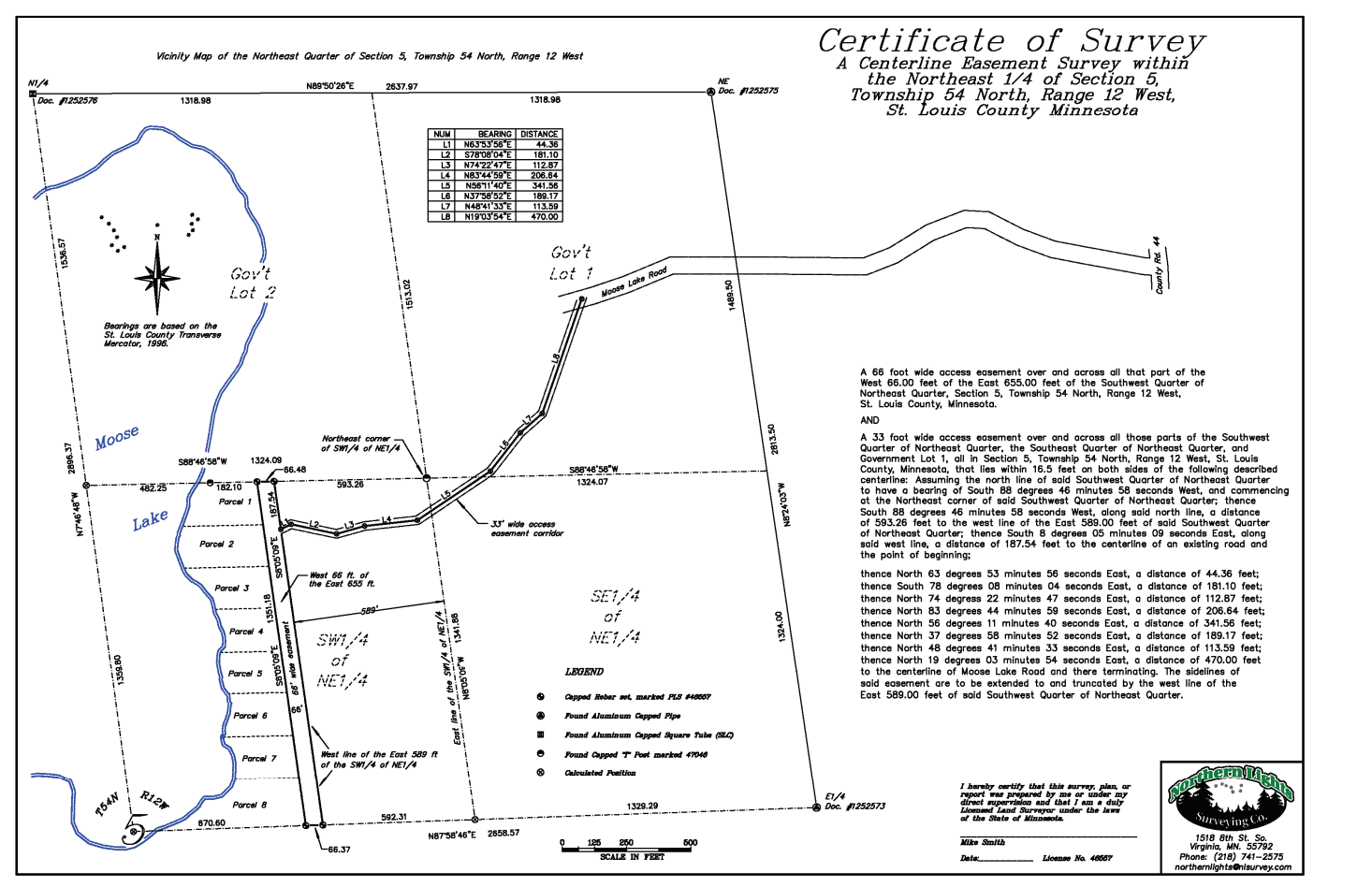
A 66 foot wide access easement over and across all that part of the West 66.00 feet of the East 655.00 feet of the Southwest Quarter of Northeast Quarter, Section 5, Township 54 North, Range 12 West, St. Louis County, Minnesota.

AND

A 33 foot wide access easement over and across all those parts of the Southwest Quarter of Northeast Quarter, the Southeast Quarter of Northeast Quarter, and Government Lot 1, all Section 5, Township 54 North, Range 12 West, St. Louis County, Minnesota, that lies within 16.5 feet on both sides of the following described centerline: Assuming the north line of said Southwest Quarter of Northeast Quarter to have a bearing of South 88 degrees 46 minutes 58 seconds West, and commencing at the Northeast corner of said Southwest Quarter of Northeast Quarter; thence South 88 degrees 46 minutes 58 seconds West, along said north line, a distance of 593.26 feet to the west line of the East 589.00 feet of said Southwest Quarter of Northeast Quarter; thence South 8 degrees 05 minutes 09 seconds East, along said west line, a distance of 187.54 feet to the centerline of an existing road and the point of beginning;

thence North 63 degrees 53 minutes 56 seconds East, a distance of 44.36 feet;
thence South 78 degrees 08 minutes 04 seconds East, a distance of 181.10 feet;
thence North 74 degrees 22 minutes 47 seconds East, a distance of 112.87 feet;
thence North 83 degrees 44 minutes 59 seconds East, a distance of 206.64 feet;
thence North 56 degrees 11 minutes 40 seconds East, a distance of 341.56 feet;
thence North 37 degrees 58 minutes 52 seconds East, a distance of 189.17 feet;
thence North 48 degrees 41 minutes 33 seconds East, a distance of 113.59 feet;
thence North 19 degrees 03 minutes 54 seconds East, a distance of 470.00 feet to the centerline of Moose Lake Road and there terminating. The sidelines of said easement are to be extended to and truncated by the west line of the East 589.00 feet of said Southwest Quarter of Northeast Quarter.

St. Louis County Land & Minerals Department Tax Forfeited Easements



NUM	BEARING	DISTANCE
L1	N63°53'56"E	44.36
L2	S78°08'04"E	181.10
L3	N74°22'47"E	112.87
L4	N83°44'59"E	206.64
L5	N56°11'40"E	341.56
L6	N37°58'52"E	189.17
L7	N48°41'33"E	113.59
L8	N19°03'54"E	470.00

A 66 foot wide access easement over and across all that part of the West 66.00 feet of the East 655.00 feet of the Southwest Quarter of Northeast Quarter, Section 5, Township 54 North, Range 12 West, St. Louis County, Minnesota.

AND

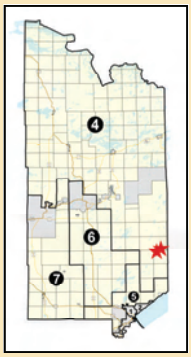
A 33 foot wide access easement over and across all those parts of the Southwest Quarter of Northeast Quarter, the Southeast Quarter of Northeast Quarter, and Government Lot 1, all in Section 5, Township 54 North, Range 12 West, St. Louis County, Minnesota, that lies within 16.5 feet on both sides of the following described centerline: Assuming the north line of said Southwest Quarter of Northeast Quarter to have a bearing of South 88 degrees 46 minutes 58 seconds West, and commencing at the Northeast corner of said Southwest Quarter of Northeast Quarter; thence South 88 degrees 46 minutes 58 seconds West, along said north line, a distance of 593.26 feet to the west line of the East 589.00 feet of said Southwest Quarter of Northeast Quarter; thence South 8 degrees 05 minutes 09 seconds East, along said west line, a distance of 187.54 feet to the centerline of an existing road and the point of beginning;

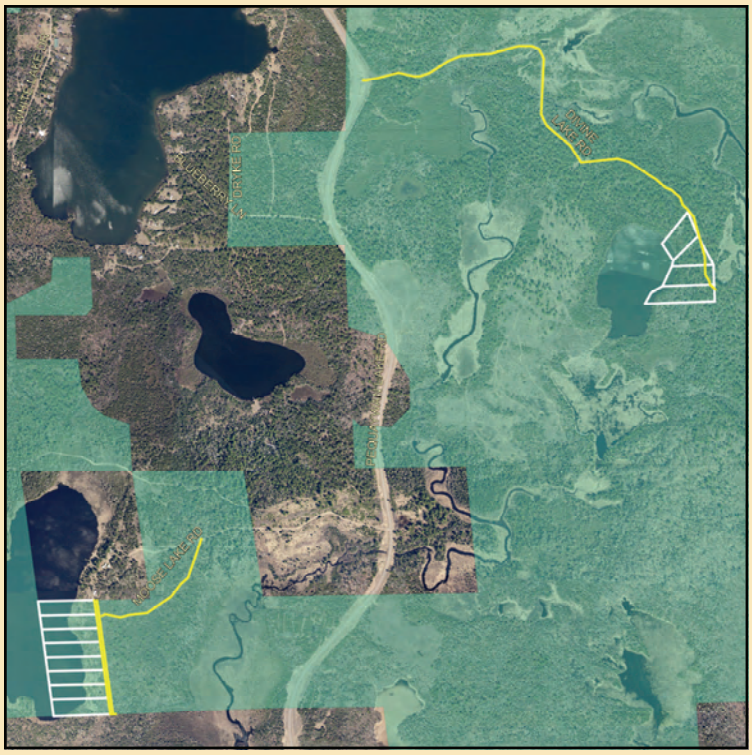
thence North 63 degrees 53 minutes 56 seconds East, a distance of 44.36 feet; thence South 78 degrees 08 minutes 04 seconds East, a distance of 181.10 feet; thence North 74 degress 22 minutes 47 seconds East, a distance of 112.87 feet; thence North 83 degrees 44 minutes 59 seconds East, a distance of 206.64 feet; thence North 56 degrees 11 minutes 40 seconds East, a distance of 341.56 feet; thence North 37 degrees 58 minutes 52 seconds East, a distance of 189.17 feet; thence North 48 degrees 41 minutes 33 seconds East, a distance of 113.59 feet; thence North 19 degrees 03 minutes 54 seconds East, a distance of 470.00 feet to the centerline of Moose Lake Road and there terminating. The sidelines of said easement are to be extended to and truncated by the west line of the East 589.00 feet of said Southwest Quarter of Northeast Quarter.

4th Commissioner District

- State Tax Forfeited
- Easement
- Project location

St. Louis County Minnesota





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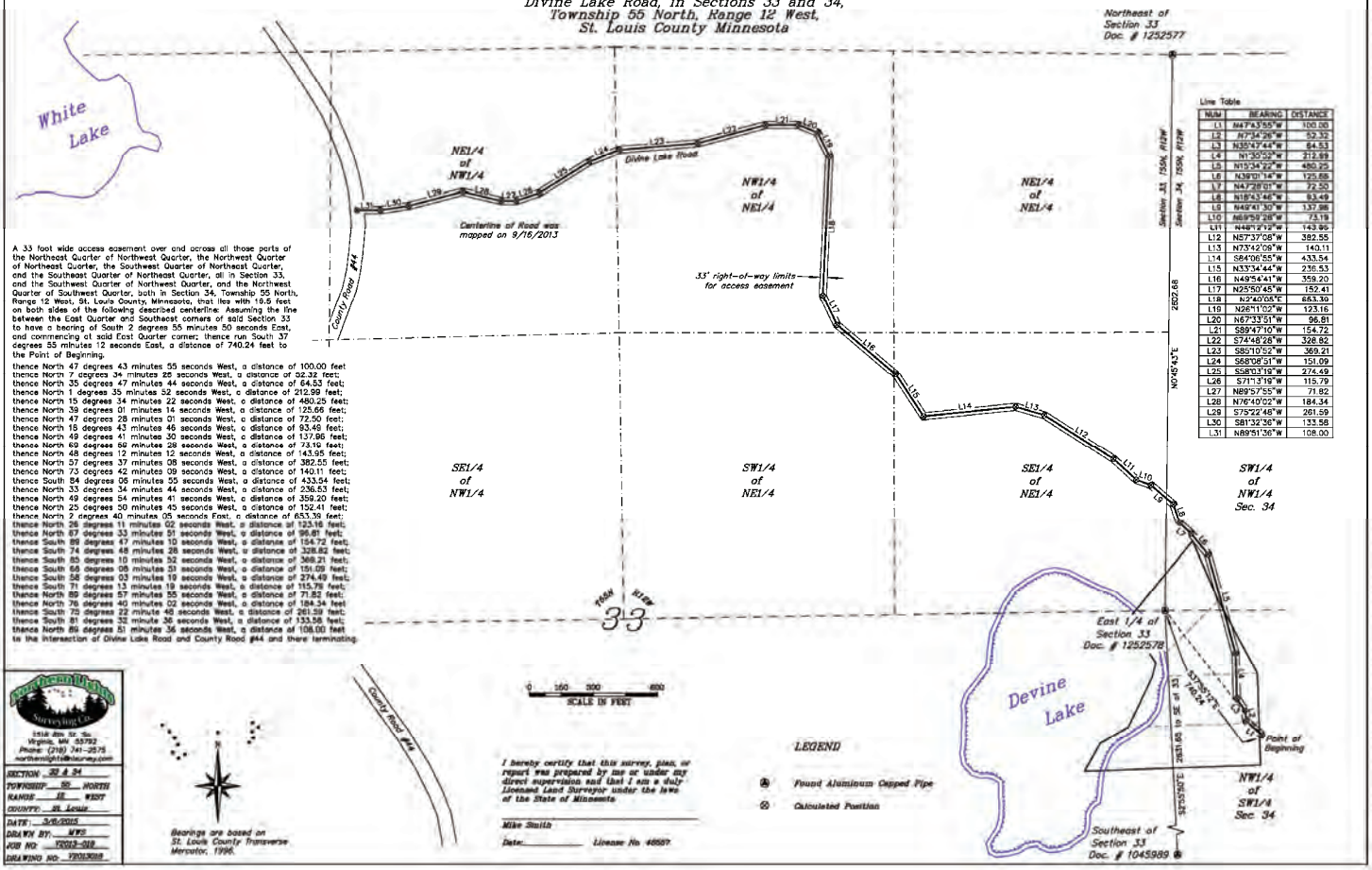
St. Louis County Land and Minerals Department

CERTIFICATE OF SURVEY

A Centerline Easement Survey of
Divine Lake Road, in Sections 33 and 34,
Township 55 North, Range 12 West,
St. Louis County Minnesota



Line Table

NUM	BEARING	DISTANCE
L1	N47°43'55"W	100.00
L2	N7°34'26"W	52.32
L3	N35°47'44"W	64.53
L4	N1°35'52"W	212.99
L5	N15°34'22"W	480.25
L6	N39°01'14"W	125.66
L7	N47°28'01"W	72.50
L8	N18°43'46"W	93.49
L9	N49°41'30"W	137.86
L10	N69°53'28"W	73.19
L11	N48°12'12"W	143.96
L12	N57°37'08"W	382.55
L13	N73°42'09"W	140.11
L14	S84°06'55"W	433.54
L15	N33°34'44"W	236.53
L16	N49°54'41"W	359.20
L17	N25°50'45"W	152.41
L18	N2°40'05"E	653.39
L19	N26°11'52"W	123.16
L20	N67°33'51"W	96.81
L21	S89°47'10"W	154.72
L22	S74°48'28"W	328.82
L23	S85°10'52"W	369.21
L24	S68°08'51"W	151.09
L25	S58°03'19"W	274.49
L26	S71°13'19"W	115.79
L27	N89°57'55"W	71.82
L28	N76°40'02"W	184.34
L29	S75°22'48"W	261.59
L30	S81°32'36"W	133.58
L31	N89°51'36"W	108.00

A 33 foot wide access easement over and across all those parts of the Northeast Quarter of Northwest Quarter, the Northwest Quarter of Northeast Quarter, the Southwest Quarter of Northeast Quarter, and the Southeast Quarter of Northeast Quarter, all in Section 33, and the Southwest Quarter of Northwest Quarter, and the Northwest Quarter of Southwest Quarter, both in Section 34, Township 55 North, Range 12 West, St. Louis County, Minnesota, that lies with 16.5 feet on both sides of the following described centerline: Assuming the line between the East Quarter and Southeast corners of said Section 33 to have a bearing of South 2 degrees 55 minutes 50 seconds East, and commencing at said East Quarter corner; thence run South 37 degrees 55 minutes 12 seconds East, a distance of 740.24 feet to the Point of Beginning.

thence North 47 degrees 43 minutes 55 seconds West, a distance of 100.00 feet
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thence North 57 degrees 37 minutes 08 seconds West, a distance of 382.55 feet;
thence North 73 degrees 42 minutes 09 seconds West, a distance of 140.11 feet;
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thence South 75 degrees 22 minute 48 seconds West, a distance of 261.59 feet;
thence South 81 degrees 32 minute 36 seconds West, a distance of 133.58 feet;
thence North 89 degrees 51 minutes 36 seconds West, a distance of 108.00 feet
to the intersection of Divine Lake Road and County Road #44 and there terminating.

NorthernLights Surveying LLC
1518 8th St So
Virginia, MN 55792
Phone: (218) 741-2575
northernlights@laurey.com

SECTION 33 & 34
TOWNSHIP 55 NORTH
RANGE 12 WEST
COUNTY: St. Louis
DATE: 3/8/2015
DRAWN BY: MWS
JOB NO: 12013-019
DRAWING NO: 12013019

Bearings are based on St. Louis County Transverse Mercator, 1996.

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly licensed Land Surveyor under the laws of the State of Minnesota

Mike Smith

Date:_____ License No. 48597

LEGEND

Ⓐ Found Aluminum Capped Pipe

Ⓒ Calculated Position

BOARD LETTER NO. 15 - 125

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 6

BOARD AGENDA NO.

DATE: **April 7, 2015** **RE:** **Adjoining Owner Sales**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENT GOAL:
Financial return to the county and taxing districts.

ACTION REQUESTED:
The St. Louis County Board is requested to approve the sale of state tax forfeited land through private adjoining owner sales.

BACKGROUND:
Minn. Stat. § 282.01, Subd. 7(a) provides that sale of state tax forfeited lands located in a home rule charter or statutory city, or in a town, which cannot be improved because of noncompliance with local ordinances regarding minimum area, shape, frontage or access, may be restricted to owners of land adjoining the land to be sold. The land shall be sold to the highest bidder, and may be sold for less than its appraised value. The County Auditor must determine that a non-public sale to adjoining owners will encourage return of the lands to the tax rolls. Written notice of the date, time, and location of the private sale to all adjacent landowners must occur at least 30 days before the date of the sale.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the adjoining owner land sales, with proceeds from the sale to be deposited into Fund 240 (Forfeited Tax Fund).

Adjoining Owner Sales

BY COMMISSIONER _____

WHEREAS, St. Louis County desires to offer for sale certain parcels of state tax forfeited land; and

WHEREAS, The parcels are not withdrawn from sale pursuant to Minn. Stat. § 85.012, 92.461, 282.01, Subd. 8; and 282.018, and other statutes that require the withholding of state tax forfeited lands from sale; and

WHEREAS, The parcels of land cannot be improved because they are less than the minimum size required by the applicable zoning ordinance; and

WHEREAS, The County Auditor has determined that a non-public sale to adjacent property owners will encourage the return of the lands to the tax rolls; and

WHEREAS, The parcels of land have been classified as non-conservation land pursuant to Minn. Stat. § 282.01;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the sale of the parcels described in County Board file _____, and the County Auditor is authorized to offer the parcels at private sale to the adjacent property owners to encourage return of the parcel to the tax rolls. Funds from the sales are to be deposited into Fund 240 (Forfeited Tax Fund).

RESOLVED FURTHER, That the Land Commissioner shall give at least 30 days notice of its sales to all adjoining owners.

Adjoining Owner Land Sale

County Board File No. _____

TRACT	PARCEL(s)	LDKEY	TWP	RGE	SEC	LEGAL	PLAT	LOT	BLK	ACRES	MIN. BID	NON-CONFORMITY
1	090-0010-03060	117658	58	17	8	LOT 20 BLOCK 16	VIRGINIA	20	16	0.0	$3,000.00	25' x 120' lot (3,000 sq. ft.). Does not meet minimum standards for B-1 zoning (size).
2	090-0010-07070	117928	58	17	8	E 1/2 OF LOT 29 ALL LOT 30 AND W 5 FT OF LOT 31	VIRGINIA	0	29	0.0	$5,100.00	42.5' x 120' lot (5,100 sq. ft.). Does not meet minimum standards for B-1 zoning (size).
3	090-0010-12240	117284	58	17	8	LOT: 0024 BLOCK:046	VIRGINIA	24	46	0.0	$3,000.00	25' x 120' lot (3,000 sq. ft.). Does not meet minimum standards for R-2 zoning (size).
4	090-0150-02790	105236	58	17	6	LOT 12 EX WLY 15 FT AND ALL OF LOT 13	ROONEYS ADDITION TO VIRGINIA	0	9	0.0	$4,400.00	Irregularly shaped lot (4,144 sq. ft.) Does not meet minimum standards for R-2 zoning (size).
5	395-0210-00080	110905	50	15	35	E 447 33/100 FT	WEST DULUTH ACRES HERMANTOWN	7	0	3.2	$3,200.00	Does not meet minimum standards for R-3 zoning (lacks improved road frontage).
6	435-0020-05430	111844	55	18	29	BEGINNING 205 FT E OF SW CORNER OF SE 1/4 OF SE 1/4 RUNNING THENCE N 208 FT THENCE E 130 FT THENCE SLY ALONG THE CENTER OF ROCK CREEK TO THE S LINE OF SAID FORTY THENCE W 165 FT TO POINT OF BEGINNING	MCDAVITT TOWN OF 55-18			0.7	$800.00	.72 of an acre. Does not meet minimum standards for FAM-3 zoning (size).
7	545-0010-03585	113711	61	20	22	S 650 FT OF E 300 FT OF NE1/4 OF SE1/4 EX HWY RT OF WAY AND EX N 315 FT	STURGEON TOWN OF			2.1	$1,000.00	1.54 acres. Does not meet minimum standards for FAM-3 zoning (size).
8	725-0120-00080	115910	60	19	13	EX PART N OF A LINE BEG AT NE COR THENCE S 14 DEG 8' 56"E ALONG E LINE 60.06 FT THENCE S 74 DEG 43' 37"W 78 FT TO SHORE OF LITTLE LAKE FOURTEEN	RUTH ANNS ACRES 60 19	8	0	0.0	$24,000.00	.11 of an acre. Does not meet minimum standards for SMU-7 zoning (size).
Totals:											$44,500.00	

Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Legal : CITY OF VIRGINIA
LOT 20 BLOCK 16
VIRGINIA

Parcel Code : 090-0010-03060

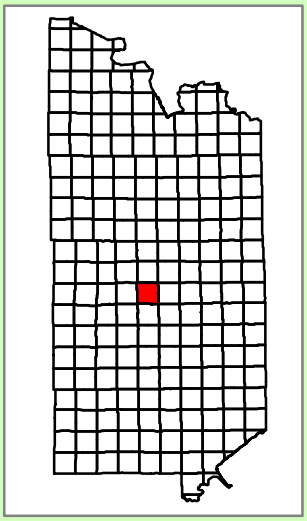
LDKEY : 117658

Commisioner District : 6

City of Virginia Section: 8 Township: 58 Range: 17

Saint Louis County Subject Locator

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



Disclaimer

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Saint Louis County Land & Minerals Department

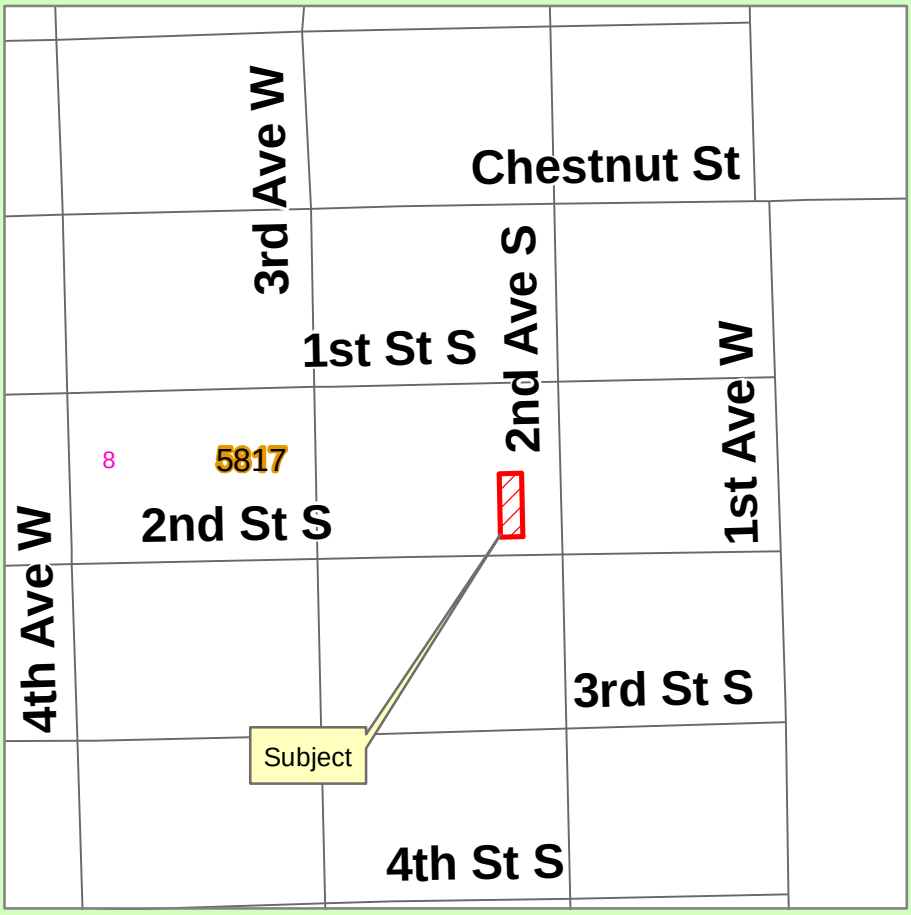
Tax Forfeited Properties Adjoining Owner Sale

Legal : CITY OF VIRGINIA
E 1/2 OF LOT 29 ALL LOT 30 AND W
5 FT OF LOT 31, BLOCK 29
VIRGINIA

Parcel Code : 090-0010-07070

LDKEY : 117928

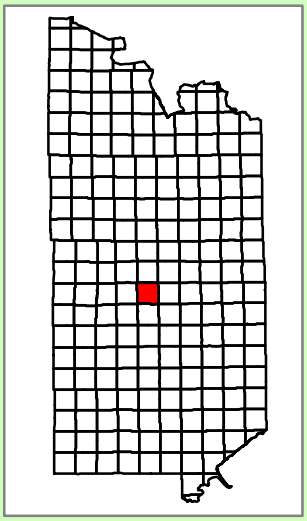
Commisioner District : 6



City of Virginia Section: 8 Township: 58 Range: 17

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

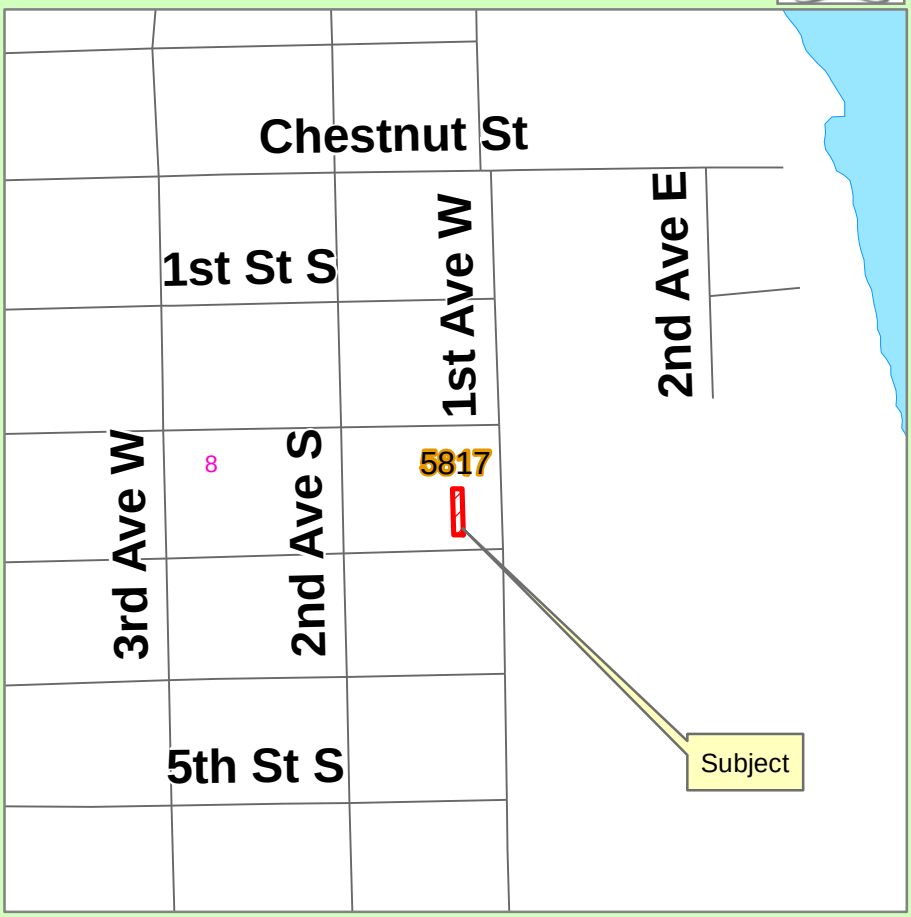
Tax Forfeited Properties Adjoining Owner Sale

Legal : CITY OF VIRGINIA
LOT: 0024 BLOCK:046
VIRGINIA

Parcel Code : 090-0010-12240

LDKEY : 117284

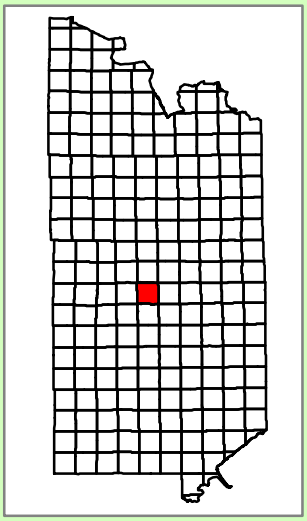
Commisioner District : 6



City of Virginia Section: 8 Township: 58 Range: 17

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

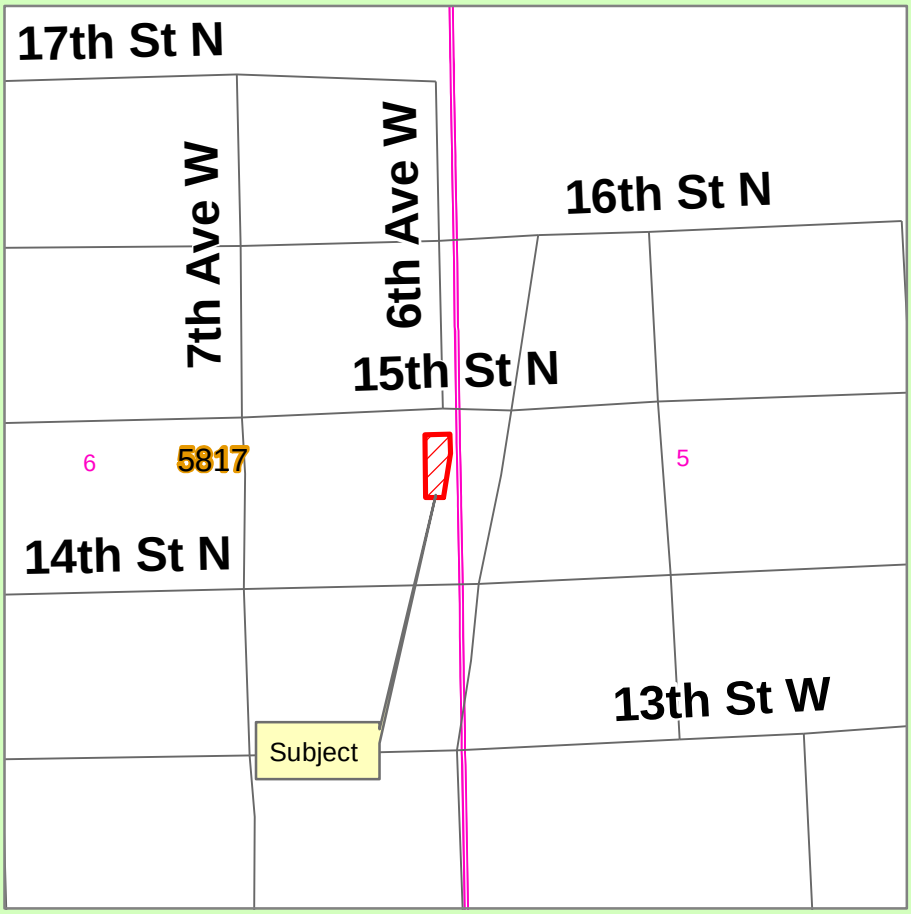
Tax Forfeited Properties Adjoining Owner Sale

Legal : CITY OF VIRGINIA
LOT 12 EX WLY 15 FT AND ALL OF
LOT 13, BLOCK 9
ROONEYS ADDITION TO VIRGINIA

Parcel Code : 090-0150-02790

LDKEY : 105236

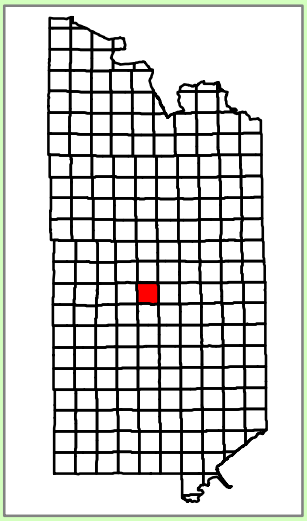
Commisioner District : 6



City of Virginia Section: 6 Township: 58 Range: 17

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

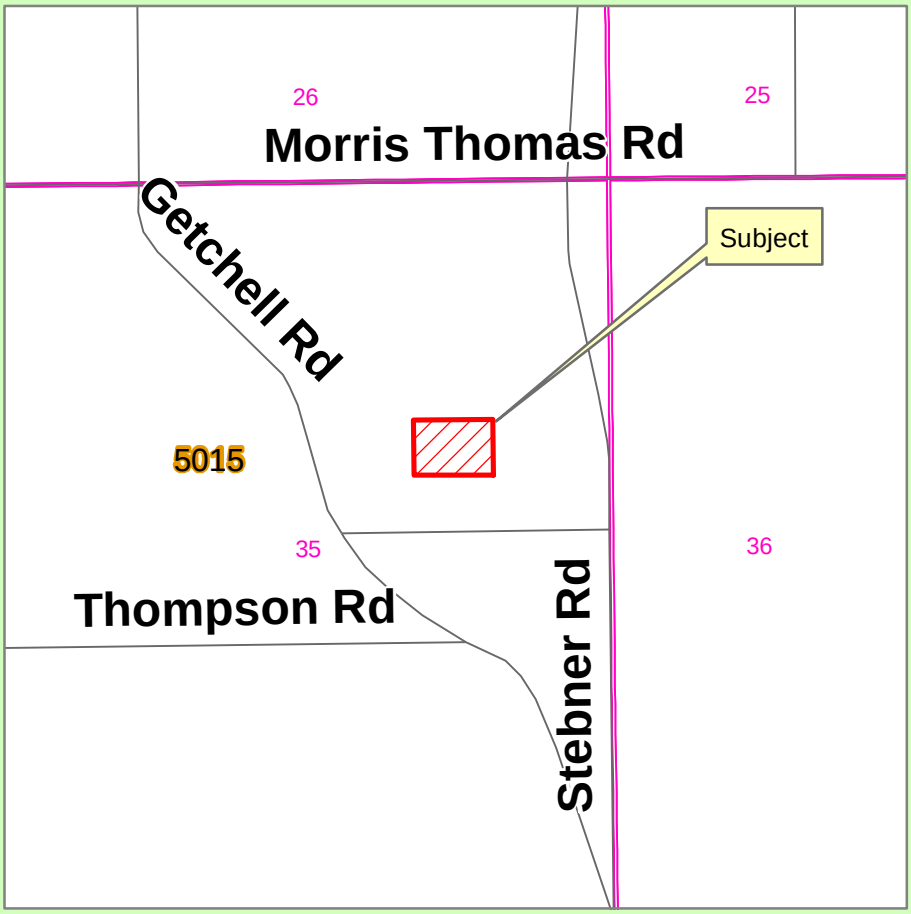
Tax Forfeited Properties Adjoining Owner Sale

Legal : CITY OF HERMANTOWN
E 447 33/100 FT of LOT 7
WEST DULUTH ACRES HERMANTOWN

Parcel Code : 395-0210-00080

LDKEY : 110905

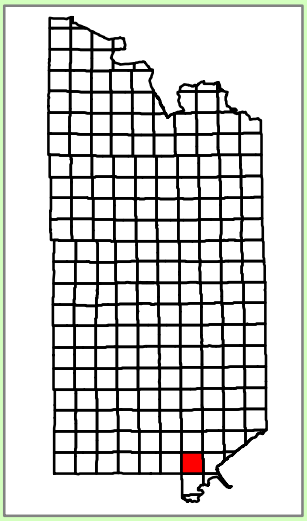
Commisioner District : 5



City of Hermantown Section: 35 Township: 50 Range: 15

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

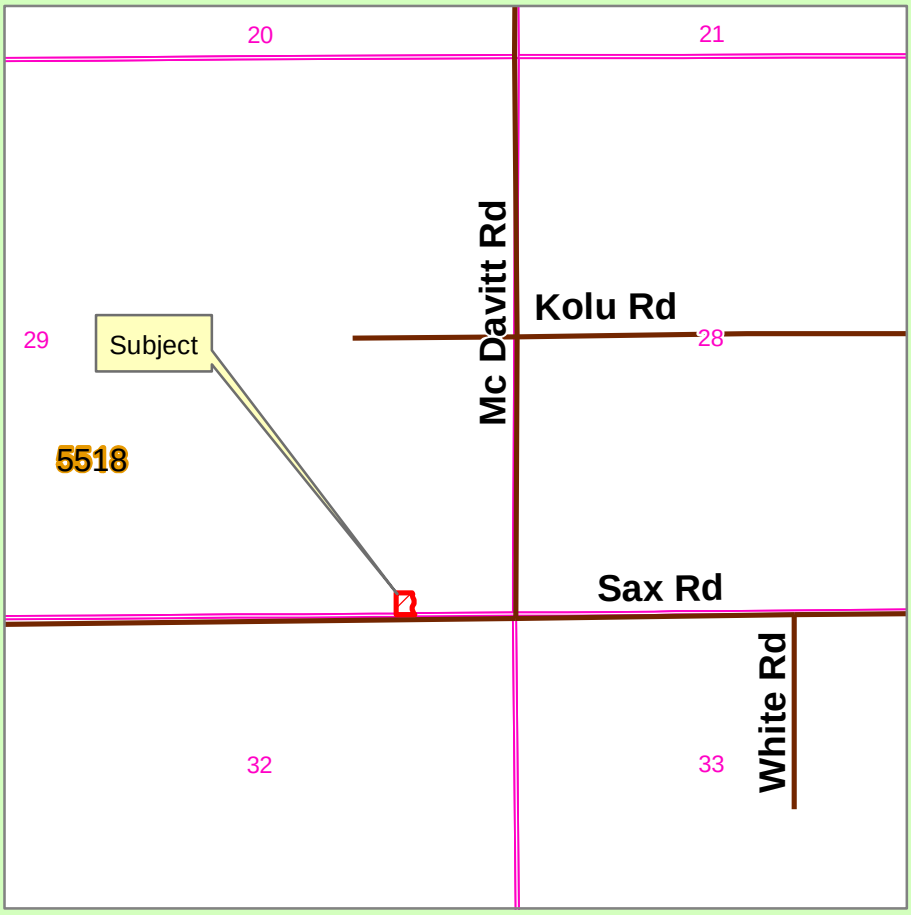
Legal : TOWN OF MCDAVITT BEGINNING 205 FT E OF SW CORNER OF SE 1/4 OF SE 1/4 RUNNING THENCE N 208 FT THENCE E 130 FT THENCE SLY ALONG THE CENTER OF ROCK CREEK TO THE S LINE OF SAID FORTY THENCE W 165 FT TO POINT OF BEGINNING, Sec 29 Twp 55 Rge 18

Parcel Code : 435-0020-05430

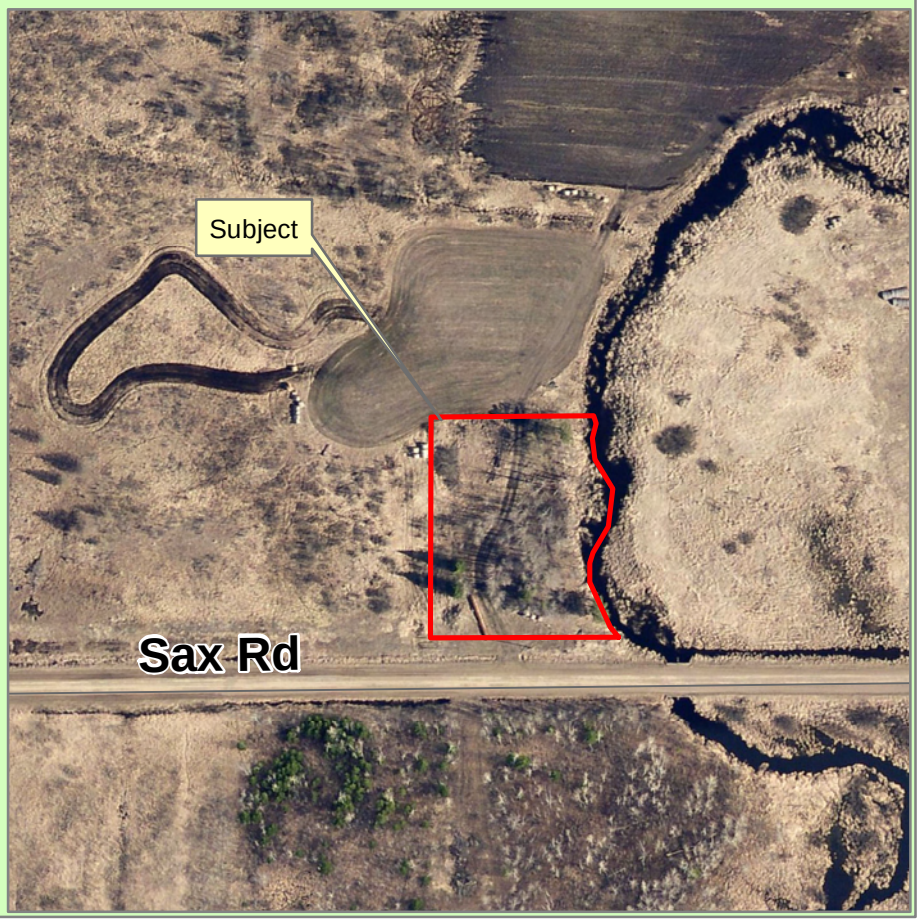
Acres .72

LDKEY : 111844

Commisioner District : 6

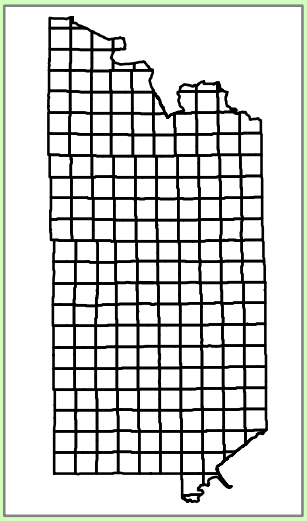


Town of McDavitt **Section: 29 Township: 55 Range: 18**



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Legal : TOWN OF STURGEON
S 650 FT OF E 300 FT OF NE1/4 OF
SE1/4 EX HWY RT OF WAY AND EX
N 315 FT, Sec 22 Twp 61 Rge 20

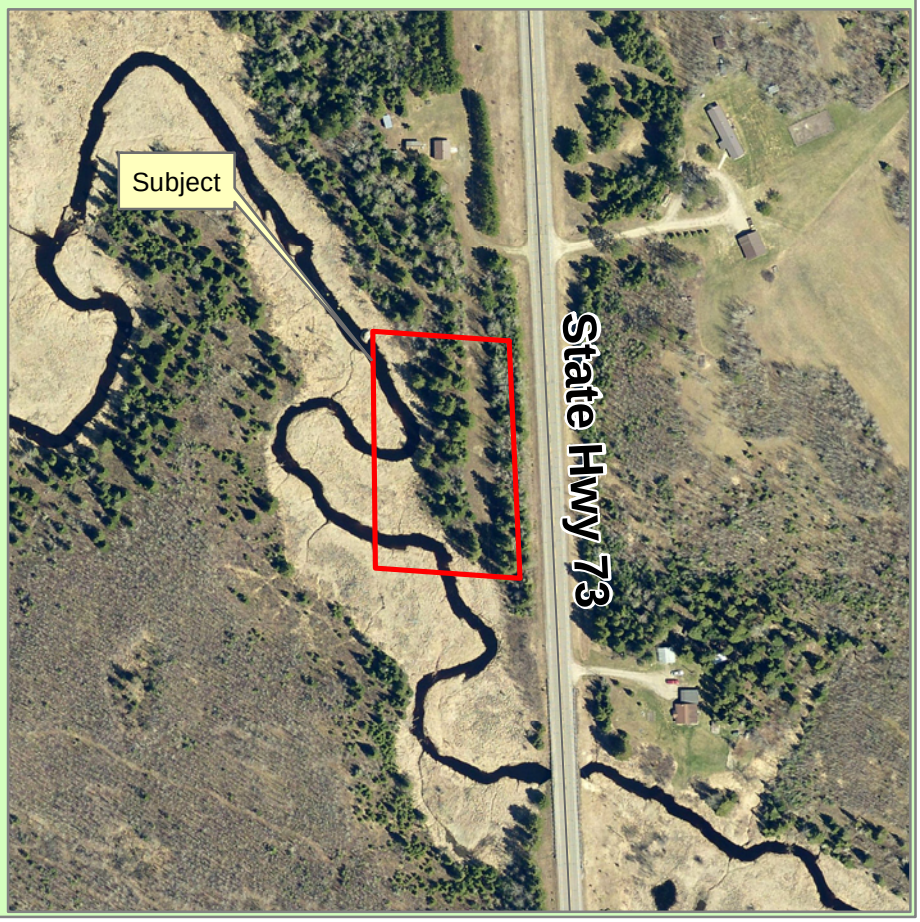
Parcel Code : 545-0010-03585

Acres 1.54

LDKEY : 113711

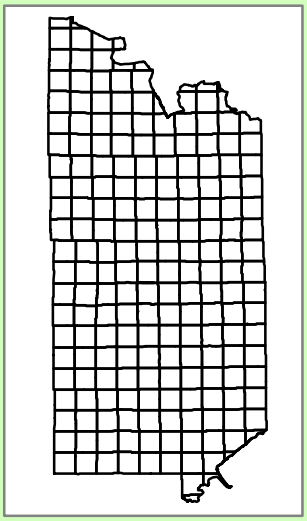
Commisioner District : 4

Town of Sturgeon Section: 22 Township: 61 Range: 20



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

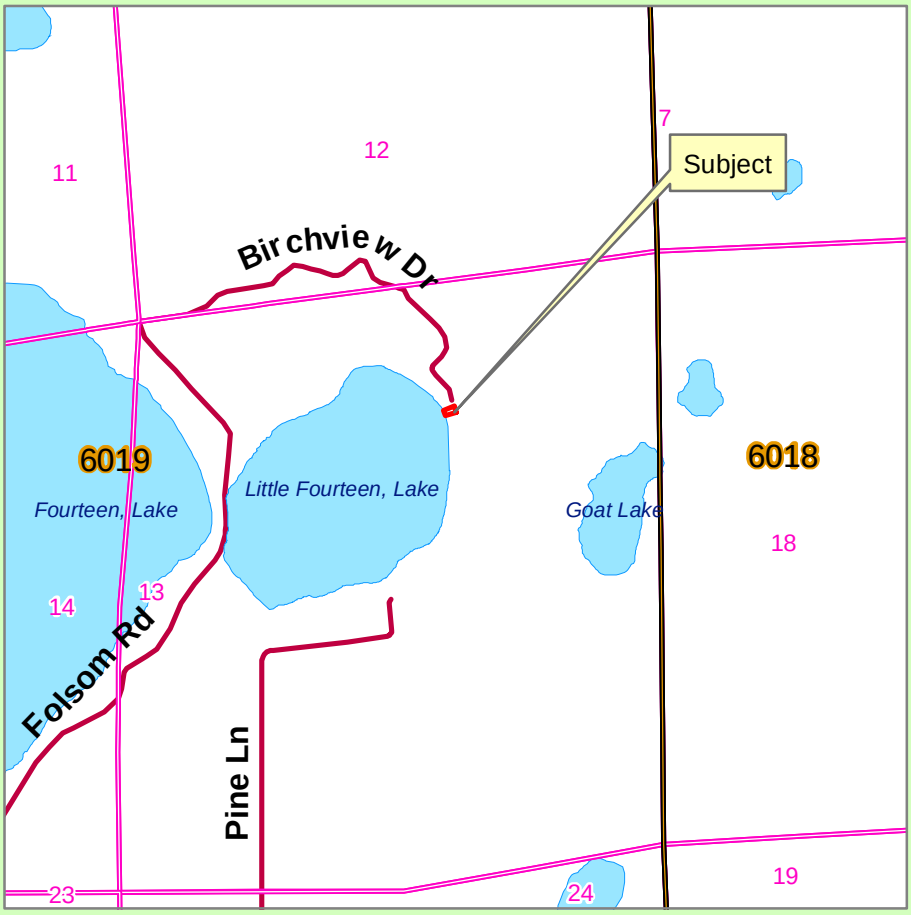
Legal : UNORGANIZED 60 19
LOT 8, EX PART N OF A LINE BEG AT NE COR THENCE S 14 DEG 8' 56"E ALONG E LINE 60.06 FT THENCE S 74 DEG 43' 37"W 78 FT TO SHORE OF LITTLE LAKE FOURTEEN, RUTH ANNS ACRES 60 19

Parcel Code : 725-0120-00080

Acres .11

LDKEY : 115910

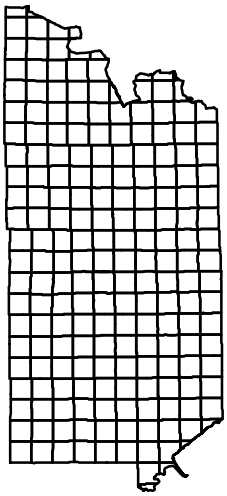
Commisioner District : 4



Unorganized 60 19 **Section: 13 Township: 60 Range: 19**

Saint Louis County Subject Locator

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



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Adjoining Owner Land Sale

County Board File No. _____

TRACT	PARCEL(s)	LDKEY	TWP	RGE	SEC	LEGAL	PLAT	LOT	BLK	ACRES	MIN. BID	NON-CONFORMITY
1	010-0260-01400	100166	49	14	6	LOTS 3 AND 4 INCLUDING PART OF VAC ALLEY ADJ	BELMONT PARK ADDITION TO DULUTH	0	9	0.1	$2,000.00	Does not meet minimum standards for UDC R-1 zoning (no frontage, no legal access).
2	010-0260-01450	100167	49	14	6	INC PART OF VAC ALLEY ADJ	BELMONT PARK ADDITION TO DULUTH	7	9	0.1	$1,800.00	Does not meet minimum standards for UDC R-1 zoning (no frontage, no legal access).
2	010-0260-01460	100168	49	14	6	THAT PART LYING S OF D M&N RY RT OF WAY AND INC PART VAC ALLEY AD	BELMONT PARK ADDITION TO DULUTH	8	9	0.1		Does not meet minimum standards for UDC R-1 zoning (no frontage, no legal access).
3	010-0330-00410	100274	49	15	5	E 12 1/2 FT OF E1/2 LOT 4 BLOCK 4	BRYANT ADDITION TO DULUTH FIRST DIV	4	4	0.0	$2,000.00	12 1/2 foot strip. Does not meet minimum standards for UDC R-1 zoning (size).
4	010-0330-00425	100275	49	14	5	W1/2 OF E1/2	BRYANT ADDITION TO DULUTH FIRST DIV	5	4	0.0	$2,000.00	12 1/2 foot strip. Does not meet minimum standards for UDC R-1 zoning (size).
5	010-0860-06290	100547	50	14	28	LOTS 1 AND 2	DULUTH HEIGHTS 1ST DIVISION	0	39	0.3	$4,000.00	Land-locked with no developed access on a maintained street. Does not meet minimum standards for UDC R-1 zoning.
6	010-1050-00690	100628	50	14	22	LOT: 0060 BLOCK:000	DULUTH PROPER 1ST DIVISION EAST 7TH STREET	60	0	0.2	$1,500.00	Alley access only. Does not meet minimum standards for UDC R-1 zoning (frontage).
7	010-1480-00430	100943	50	14	23	S 1 FT OF W 18FT INC VAC BRANCH ST ADJ	ENDION DIVISION OF DULUTH	7	53	0.0	$900.00	Land-locked with no developed access on a maintained street. Does not meet minimum standards for UDC R-1 zoning.
8	010-2190-00560	101790	50	14	17	WLY 15 FT	HIGHLAND GARDENS 2ND DIVISION DULUTH	4	9	0.1	$1,200.00	15 foot strip. Does not meet minimum standards for UDC R-1 zoning (size).
9	010-2290-00970	102012	50	14	15	WLY 13 FT	HOMEWOOD GARDEN TRACTS DULUTH	1	10	0.1	$1,000.00	13 foot strip. Does not meet minimum standards for UDC R-1 zoning (size).
10	010-2420-06490	117801	49	15	13	LOT: 0004 BLOCK:031	HUNTER/MARKELLS GRASSY POINT ADDN TO DULUTH	4	31	0.0	$2,000.00	25 foot strip. Does not meet minimum standards for UDC R-1 zoning (size, frontage).
11	010-3812-00760	103731	50	14	17	SLY 10 FT	PONDEROSA GROVES DULUTH	3	6	0.0	$1,000.00	10 foot strip. Does not meet minimum standards for UDC R-1 zoning (size).

TRACT	PARCEL(s)	LDKEY	TWP	RGE	SEC	LEGAL	PLAT	LOT	BLK	ACRES	MIN. BID	NON-CONFORMITY
12	010-3850-01940	103746	50	14	22	LOT 16 BLK 132 PORTLAND DIVISION	PORTLAND DIVISION OF TOWN OF DULUTH	16	0	0.0	$1,900.00	Does not meet minimum standards for UDC R-1 zoning (size).
13	010-4030-00110	103877	49	14	6	EX WLY 10 FT	SHARPS ADDITION TO DULUTH	7	1	0.0	$600.00	15 foot strip. Does not meet minimum standards for UDC R-1 zoning (size).
14	125-0010-00050	105420	51	20	6	N 1/2 OF W 5 FT	FLOODWOOD	5	1	0.0	$400.00	5 foot strip. Does not meet minimum standards for R-2 zoning (size).
15	250-0020-02802	107658	63	18	20	SLY 2 78/100 FT OF NLY 290 FT OF LOT 2 LYING W OF HWY	BEATTY TOWN OF			0.1	$430.00	2.78 foot strip. Does not meet minimum standards for SMU-11 zoning (size).
16	295-0017-01950	108372	57	18	34	BEGINNING 416 FT W OF SE CORNER OF SE 1/4 OF SE 1/4 RUNNING THENCE N 109 FT THENCE W 104 FT THENCE S 109 FT THENCE E 104 FT TO POINT OF BEGINNING	CLINTON TOWN OF			0.3	$400.00	.26 of an acre. Does not meet minimum standards for MUNS-4 zoning (size).
17	315-0050-01815	108785	51	12	17	S 20 FT OF E 50 FT	GREENWOOD BEACH TOWN OF DULUTH	6	8	0.0	$400.00	Does not meet minimum standards for SMU-7 zoning (small parcel with lack of road frontage).
18	317-0050-00280	109034	62	14	27	OUT LOT 1	COOPERATORS POINT TOWN OF EAGLES NEST		0	0.8	$4,000.00	.8 of an acre. Does not meet minimum standards for SMU-7 zoning (size).
19	330-0010-05515	109626	60	15	35	BEGINNING AT NE CORNER OF NE 1/4 OF NE 1/4 THENCE W 792 FT THENCE S 528 FT THENCE SELY 809 FT TO EAST LINE THENCE N 792 FT TO POINT OF BEGINNING EX N 528 FT OF E 792 FT	EMBARRASS TOWN OF			2.4	$1,660.00	2.4 acres. Does not meet minimum standards for MUNS-4 zoning (size, no access).
20	340-0020-00012	109791	57	17	20	WLY 429 FT	ANDERSONS PLAT/SE1/4 OF NE1/4 SEC 20 57 17	1	0	0.0	$400.00	.35 of an acre. Does not meet minimum standards for MUNS-5 zoning (size).
21	350-0020-04726	109937	63	19	29	N 300 FT OF PART OF S1/2 OF S1/2 OF SW1/4 LYING NLY & ELY OF HWY #53 EX .63 AC FOR HWY FORMERLY 728-10-4726	FIELD TOWN OF			4.7	$2,930.00	4.67 acres. Does not meet minimum standards for FAM-2 zoning (size).

TRACT	PARCEL(s)	LDKEY	TWP	RGE	SEC	LEGAL	PLAT	LOT	BLK	ACRES	MIN. BID	NON-CONFORMITY
22	435-0010-05110	111689	56	18	28	ABANDONED RY RT OF W 100 FT WIDE ACROSS NW 1/4 OF SE 1/4 EX PART TAKEN FOR COUNTY ROAD	MCDAVITT TOWN OF			1.0	$400.00	18 foot strips on either side of the road. Does not meet minimum standards for FAM-3 zoning (size).
23	450-0010-00445	111939	49	15	4	S 133 FT OF E 150 FT OF W 695 5/10 FT OF SE 1/4 OF SE 1/4 EX ELY 50 FT	MIDWAY TOWN OF			0.3	$700.00	.31 of an acre. Does not meet minimum standards for RR-1 zoning (size).
24	570-0031-00060	114154	59	15	3	LOT 4 EX 5 10/100 AC FOR STATE HWY AND EX S 718 FT AND EX NLY 500 FT	WHITE TOWN OF			2.7	$700.00	27 foot strip. Does not meet minimum standards for MUNS-4 zoning (size).
25	728-0020-00770	115964	63	19	6	LOT: 0009 BLOCK:005	GHEEN 63 19	9	5	0.2	$400.00	.07 of an acre. Does not meet minimum standards for MUNS-5 zoning (size).
25	728-0020-00780	115965	63	19	6	LOT: 0010 BLOCK:005	GHEEN 63 19	10	5	0.0		.09 of an acre. Does not meet minimum standards for MUNS-5 zoning (size).
26	728-0020-01080	115966	63	19	6	LOT: 0009 BLOCK:006	GHEEN 63 19	9	6	0.2	$400.00	.07 of an acre. Does not meet minimum standards for MUNS-5 zoning (size).
26	728-0020-01090	115967	63	19	6	LOT: 0010 BLOCK:006	GHEEN 63 19	10	6	0.0		.09 of an acre. Does not meet minimum standards for MUNS-5 zoning (size).
27	728-0020-01560	115968	63	19	6	LOT: 0002 BLOCK:011	GHEEN 63 19	2	11	0.1	$400.00	.07 of an acre. Does not meet minimum standards for RES-7 zoning (size).
28	728-0020-01600	118155	63	19	6	LOT: 0006 BLOCK:011	GHEEN 63 19	6	11	0.1	$400.00	.07 of an acre. Does not meet minimum standards for RES-7 zoning (size).
29	728-0020-01680	118156	63	19	6	LOT: 0014 BLOCK:011	GHEEN 63 19	14	11	0.1	$400.00	.05 of an acre. Does not meet minimum standards for RES-7 zoning (size).
30	728-0020-01760	118157	63	19	6	LOTS 6 THRU 10	GHEEN 63 19	0	12	0.4	$800.00	.37 of an acre. Does not meet minimum standards for RES-7 zoning (size).
Totals:											$37,120.00	

Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Columbia St
(west of address 5301)

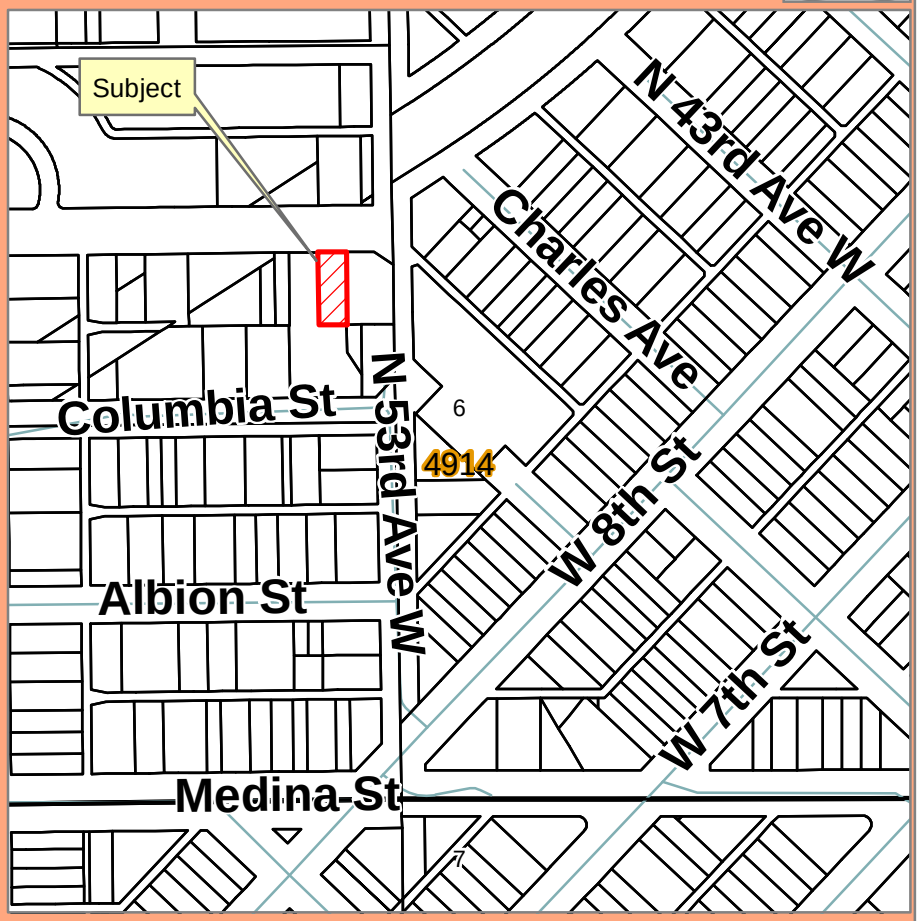
Legal : CITY OF DULUTH
LOTS 3 AND 4 INCLUDING PART OF
VAC ALLEY ADJ, BLOCK 9,
BELMONT PARK ADDITION TO
DULUTH

Parcel Code : 010-0260-01400

Acres .14

LDKEY : 100166

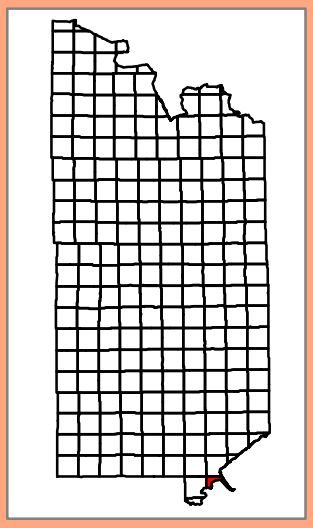
Commisioner District : 3



City of Duluth **Section: 6** **Township: 49** **Range: 14**

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Columbia St
(behind address 5313)
Duluth MN

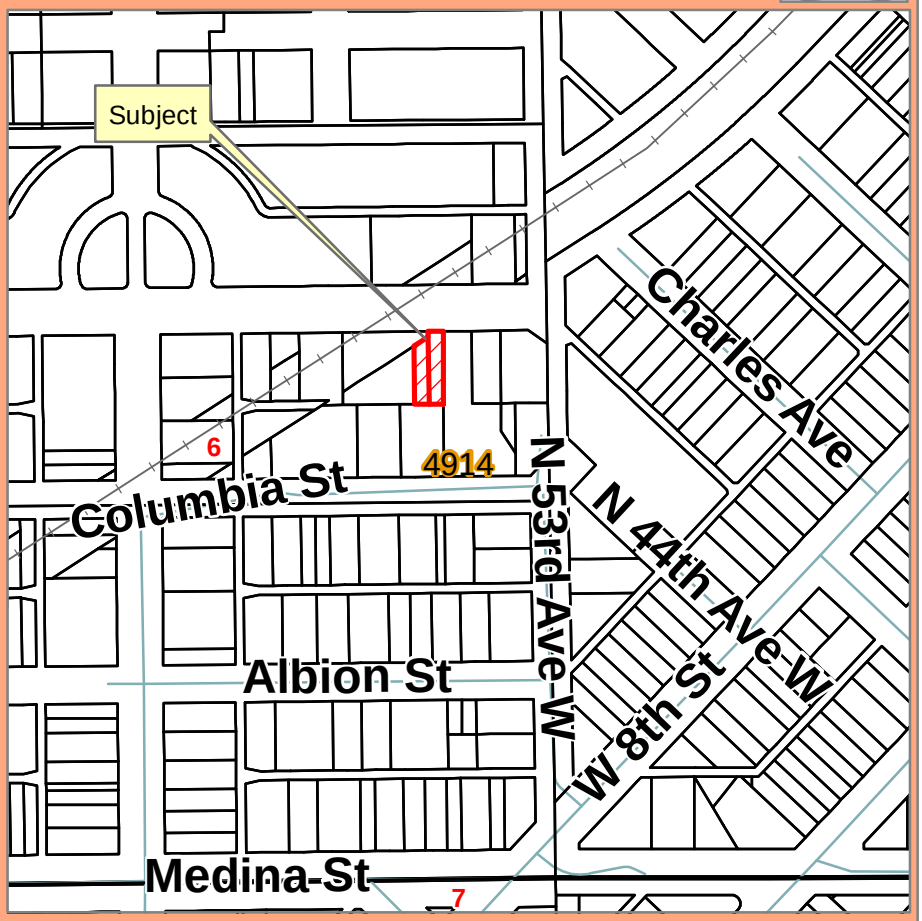
Legal : CITY OF DULUTH
LOT 7, BLOCK 9, INC PART OF VAC ALLEY ADJ also LOT 8, BLOCK 9, THAT PART LYING S OF D M&N RY RT OF WAY AND INC PART VAC ALLEY AD, BELMONT PARK ADDITION TO DULUTH

Parcel Code : 010-0260-01450, 1460

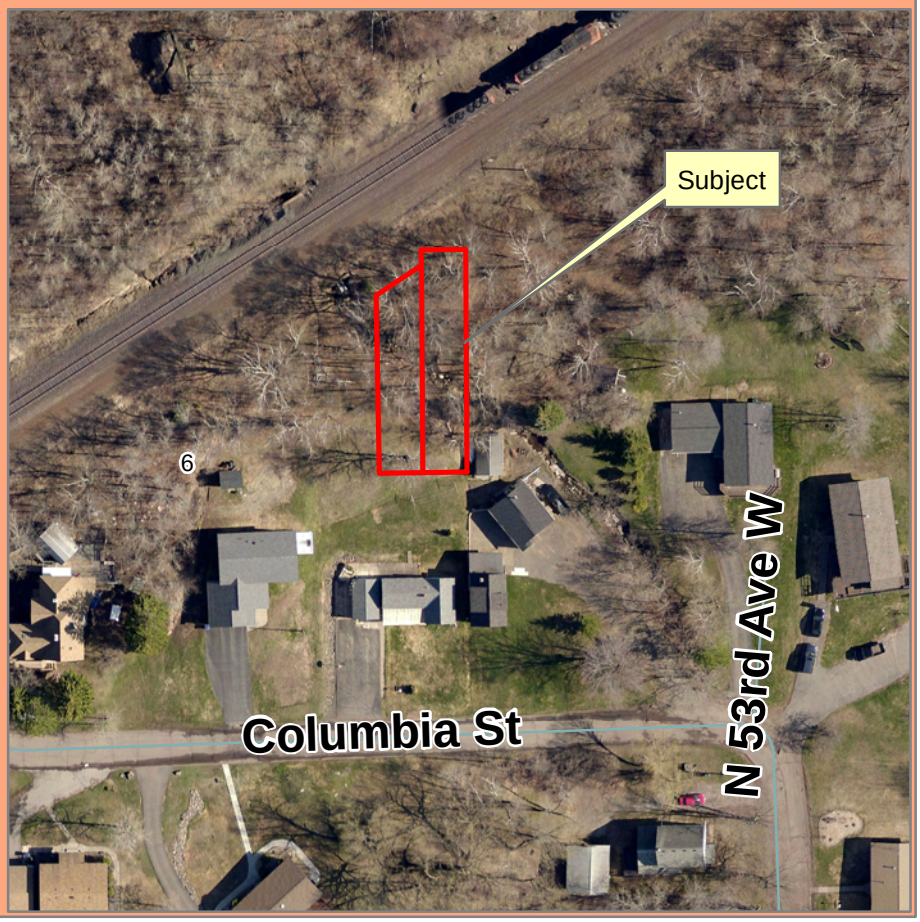
Acres .13

LDKEY : 100167,168

Commisioner District : 3

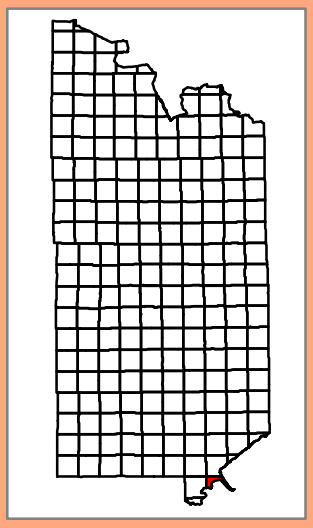


City of Duluth Section: 6 Township: 49 Range: 14



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Restormel St
(next to address 3128)
Duluth, MN

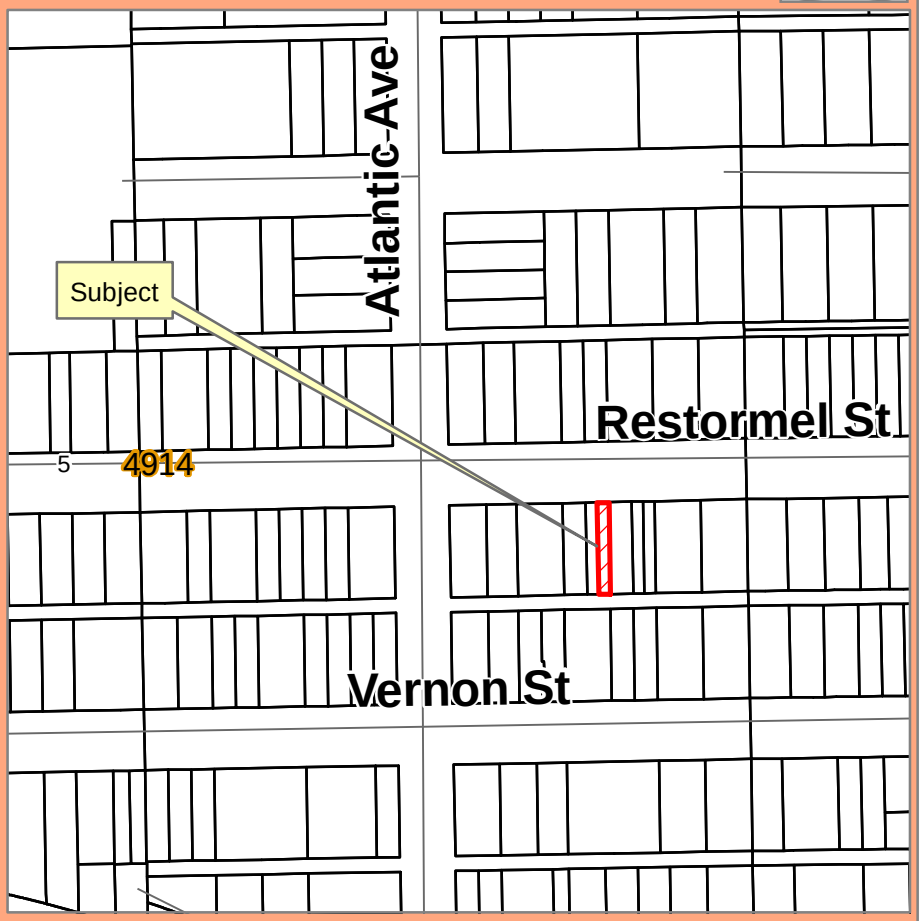
Legal : CITY OF DULUTH
E 12 1/2 FT OF E1/2 of LOT 4
BLOCK 4, BRYANT ADDITION
TO DULUTH FIRST DIVISION

Parcel Code : 010-0330-00410

acres .03 / 1250 sq. ft.

LDKEY : 100274

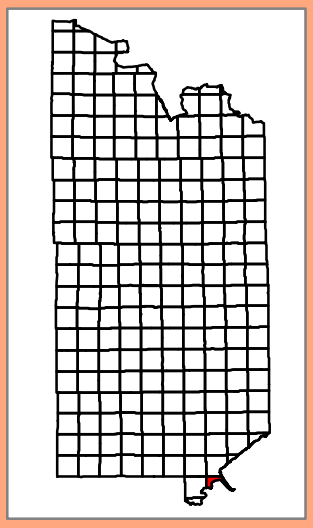
Commisioner District : 3



City of Duluth Section: 5 Township: 49 Range: 14

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Restormel St
(next to address 3128)
Duluth, MN

Legal : CITY OF DULUTH
W1/2 OF E1/2 of a LOT 5
BLOCK 4, BRYANT ADDITION
TO DULUTH FIRST DIV

Parcel Code : 010-0330-00425

acres .03 / 1250 sq. ft.

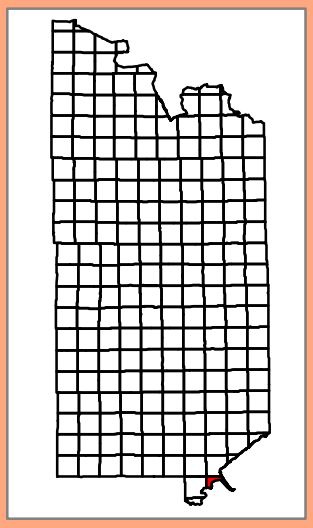
LDKEY : 100275

Commisioner District : 3

City of Duluth Section: 5 Township: 49 Range: 14

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX East Orange Street
Duluth, MN 55811

Legal : LOTS 1 AND 2, BLOCK 39
DULUTH HEIGHTS 1ST DIVISION

Parcel Code : 010-0860-06290

0.29 acres / 12,889 sq. ft.

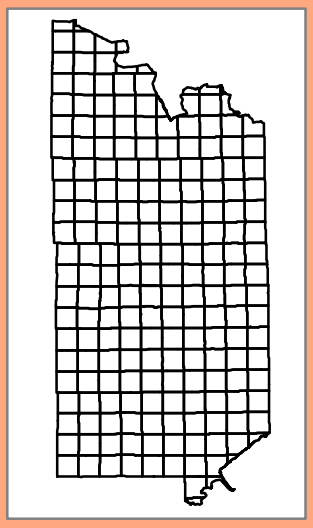
LDKEY : (27191) 100547

Commisioner District : 1

City of Duluth **Section: 28** **Township: 50** **Range: 14**

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX E 7th St
Duluth, MN

Legal : CITY OF DULUTH
LOT: 0060
DULUTH PROPER 1ST
DIVISION EAST 7TH STREET

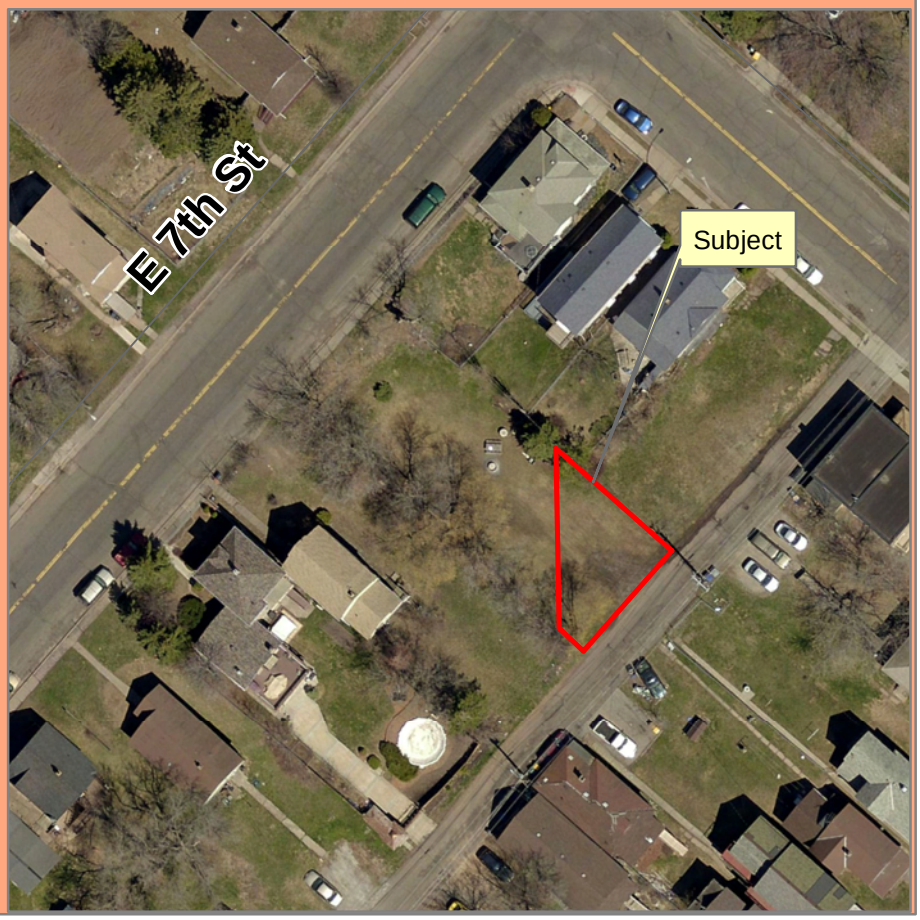
Parcel Code : 010-1050-00690

acres .04 / 1786 sq. ft.

LDKEY : 100628

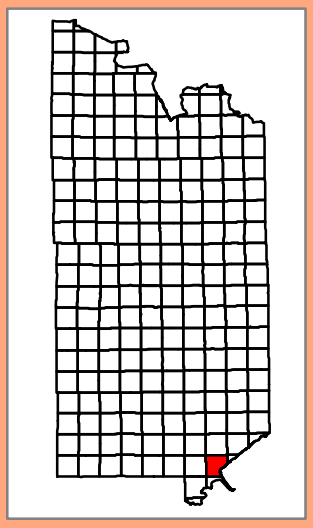
Commisioner District : 1

City of Duluth **Section: 22** **Township: 50** **Range: 14**



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties / Adjoining Owner Sale

Address : XXXX East Superior St
(behind address 2128)
Duluth, MN 55812

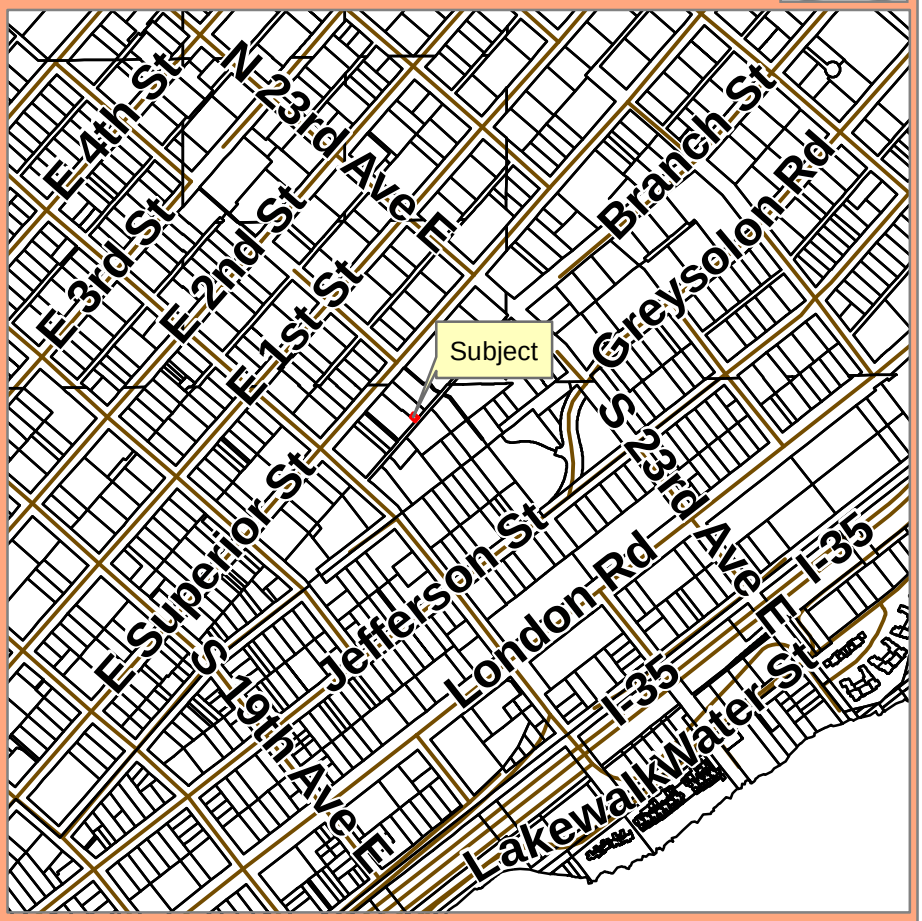
Legal : S 1FT OF W 18FT OF LOT 7
INC VAC BRANCH ST ADJ,
BLOCK 53
ENDION DIVISION OF DULUTH

Parcel Code : 010-1480-00430

acres .01 / 477 sq. ft.

LDKEY : 100943

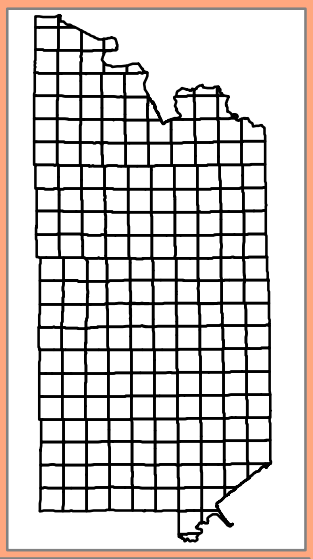
Commisioner District : 2



City of Duluth **Section: 23** **Township: 50** **Range: 14**

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Maple Grove Rd
(east of address 203)
Duluth, MN

Legal : CITY OF DULUTH
WLY 15 FT of LOT 4, BLOCK 9
HIGHLAND GARDENS 2ND
DIVISION DULUTH

Parcel Code : 010-2190-00560

acres .13 / 5759 sq. ft.

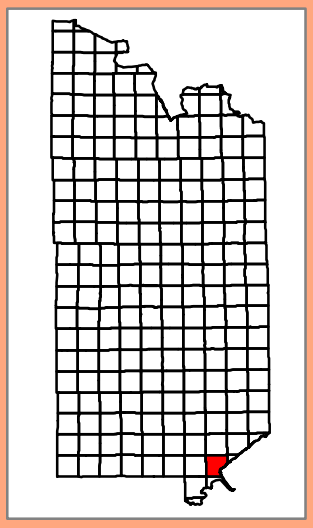
LDKEY : 101790

Commisioner District : 1

City of Duluth Section: 17 Township: 50 Range: 14

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Plum St
(next to address 707)
Duluth, MN 55805

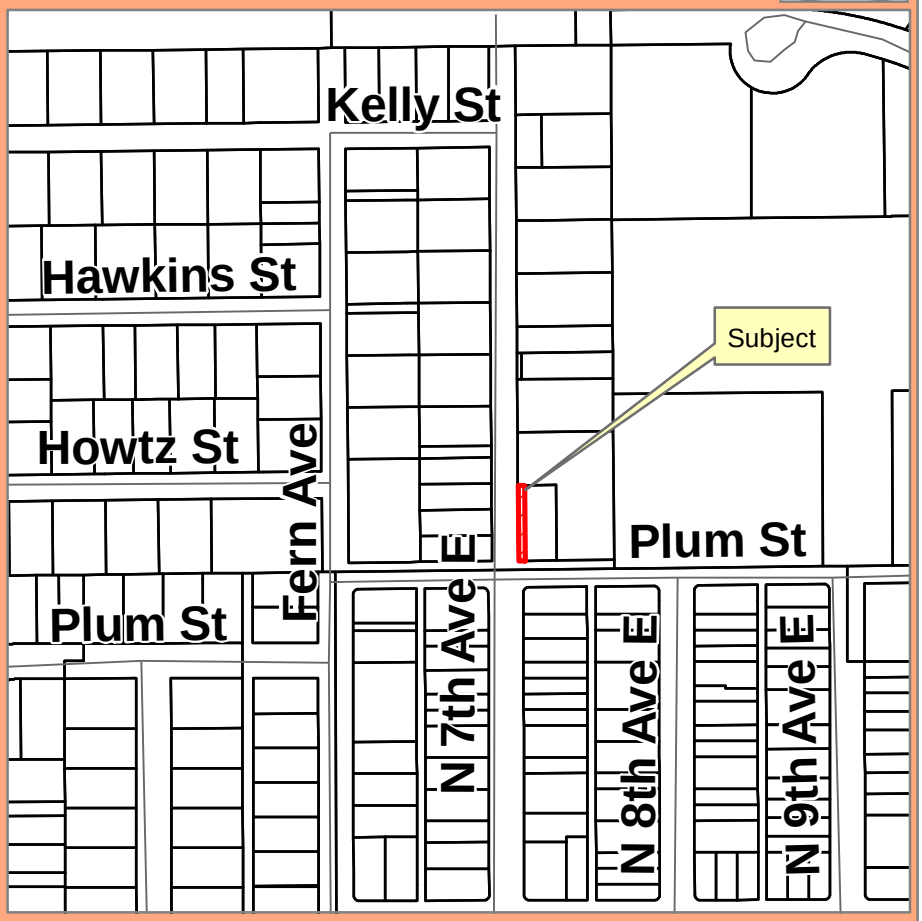
Legal : CITY OF DULUTH
WLY 13 FT of LOT 1, BLOCK 10
HOMEWOOD GARDEN TRACTS
DULUTH

Parcel Code : 010-2290-00970

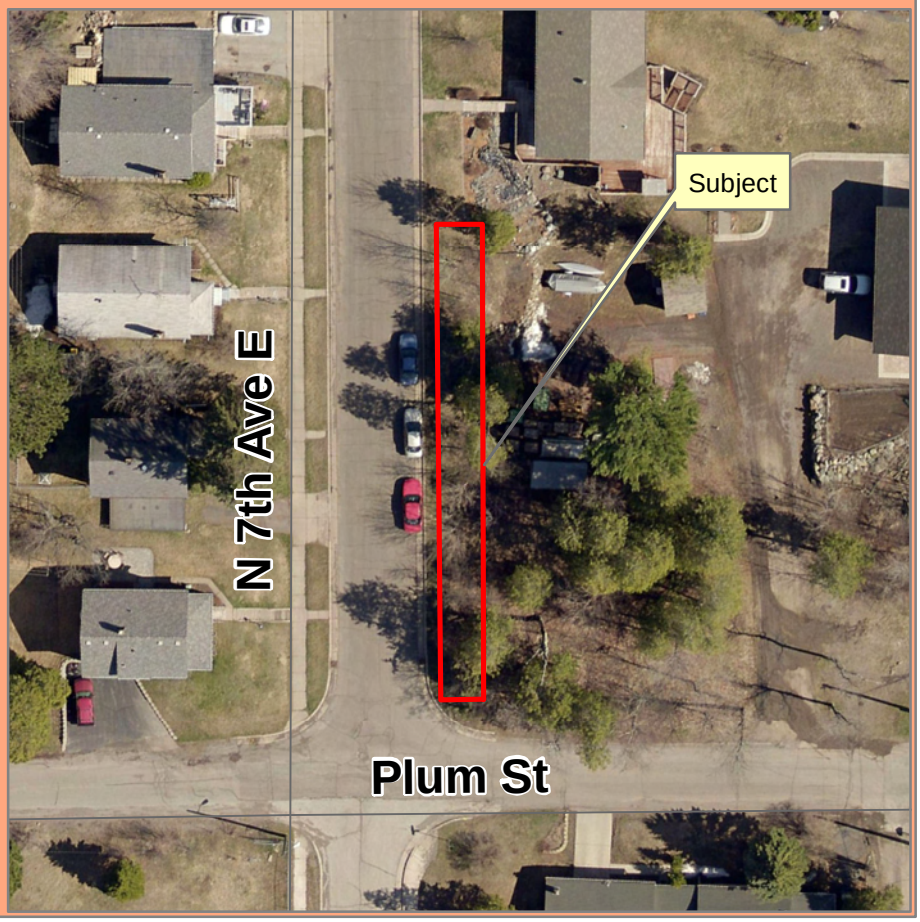
acres .04 / 1846 sq. ft.

LDKEY : 102012

Commisioner District : 1

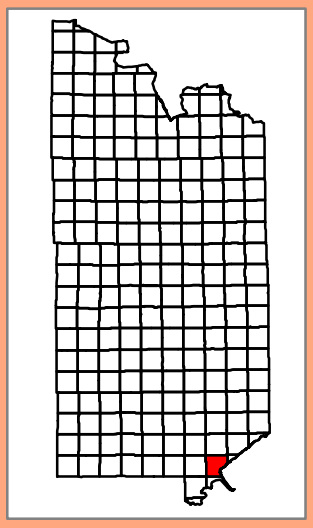


City of Duluth Section: 15 Township: 50 Range: 14



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Pulaski St
(behind address 903)
Duluth, MN

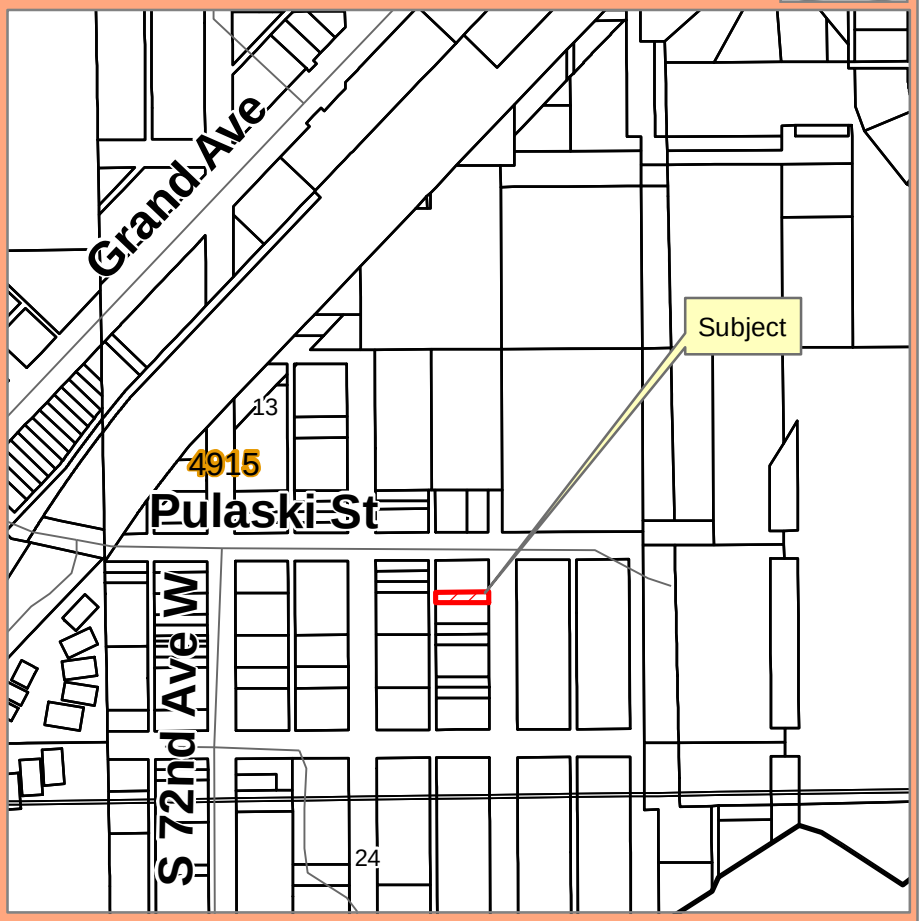
Legal : CITY OF DULUTH
LOT: 0004 BLOCK:031
HUNTER/MARKELLS GRASSY
POINT ADDN TO DULUTH

Parcel Code : 010-2420-06490

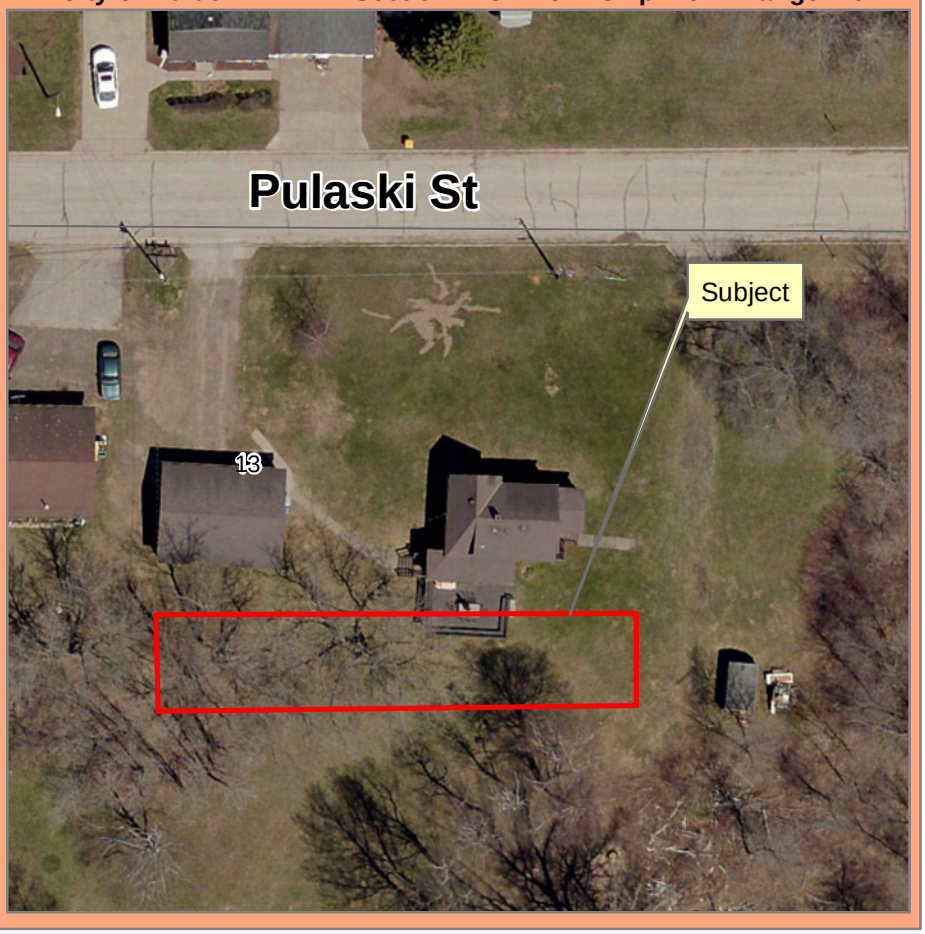
acres .07 / 3125 sq. ft.

LDKEY : 117801

Commisioner District : 3

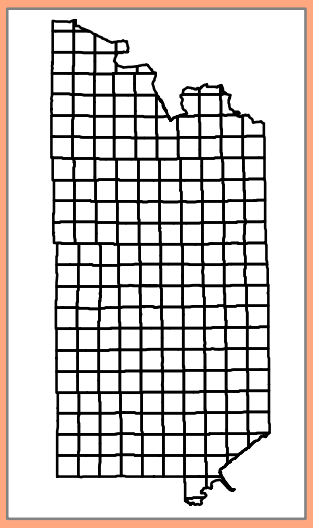


City of Duluth Section: 13 Township: 49 Range: 15



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Ponderosa Ave
(next to address 2020)
Duluth, MN

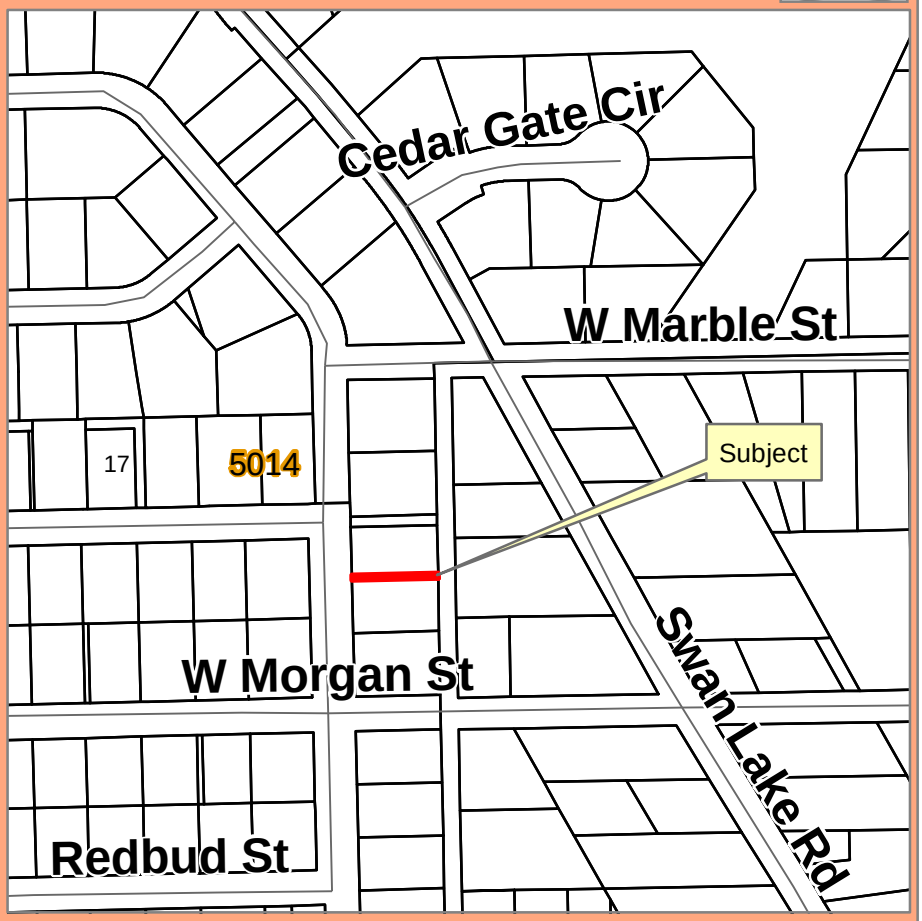
Legal : CITY OF DULUTH
SLY 10 FT of LOT 3, BLOCK 6
PONDEROSA GROVES DULUTH

Parcel Code : 010-3812-00760

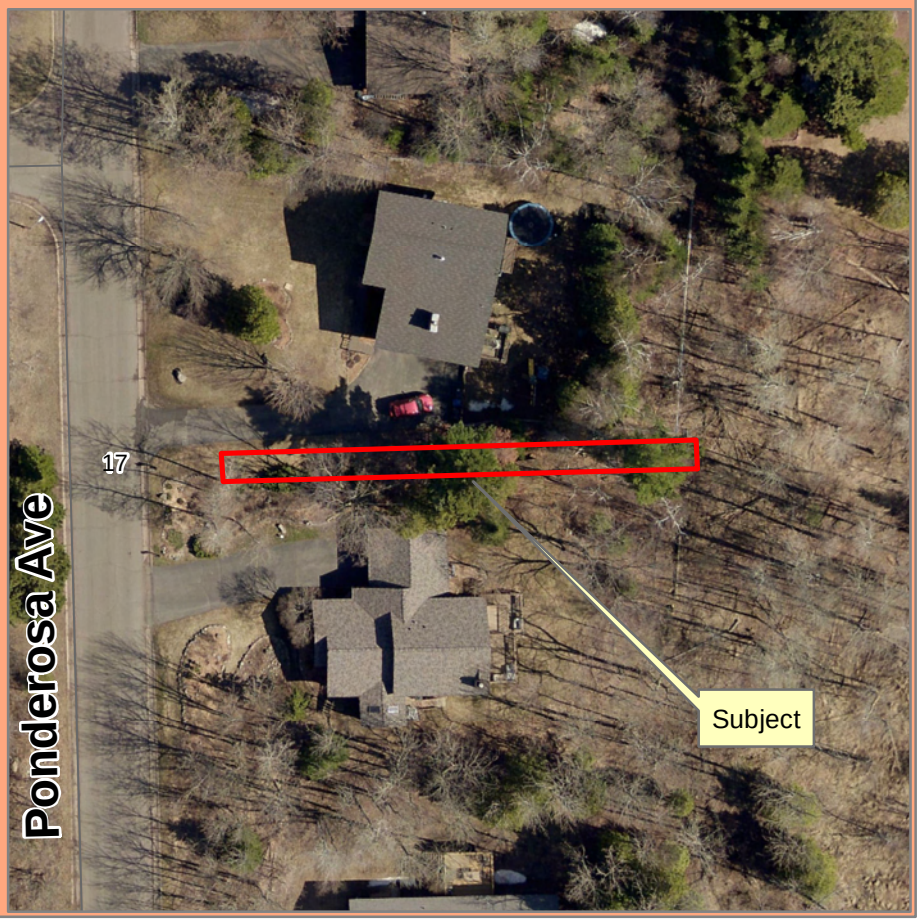
acres .04 / 1620 sq. ft.

LDKEY : 103731

Commisioner District : 1

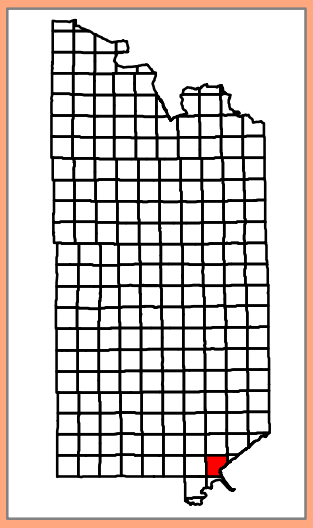


City of Duluth Section: 17 Township: 50 Range: 14



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX E 6th St
(next to address 1129)
Duluth MN

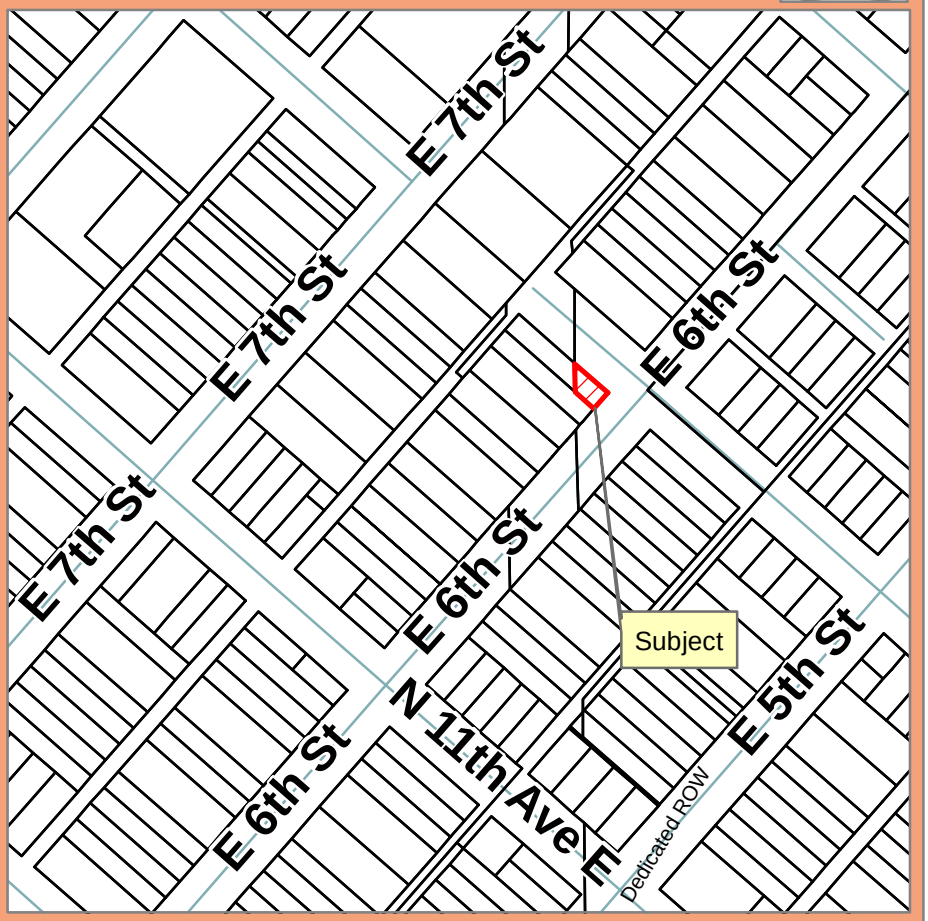
Legal : CITY OF DULUTH, LOT 16 BLK 132 PORTLAND DIVISION PORTLAND DIVISION OF TOWN OF DULUTH

Parcel Code : 010-3850-01940

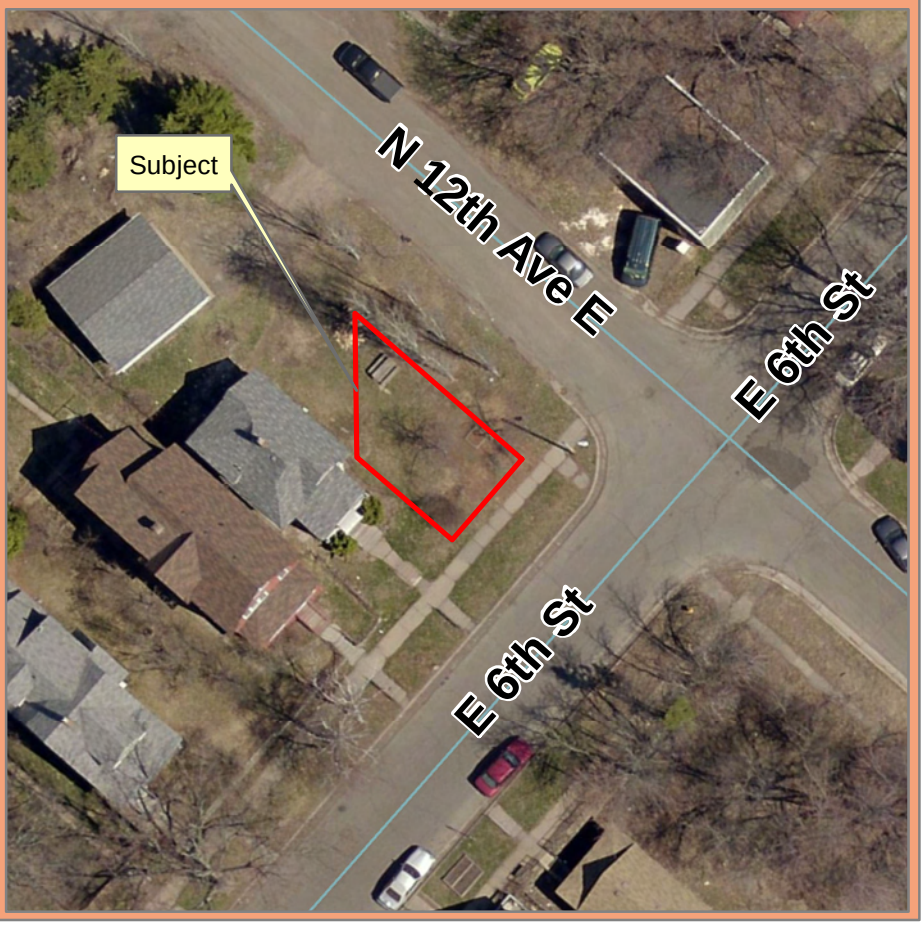
0.02 acres / 1022 sq. ft.

LDKEY : 103746

Commisioner District : 1

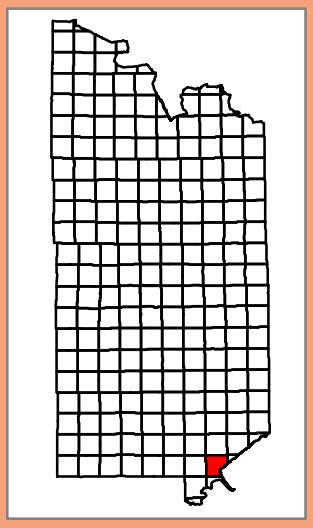


City of Duluth **Section: 22** **Township: 50** **Range: 14**



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Columbia St
(east of address 5322)
Duluth, MN 55807

Legal : CITY OF DULUTH
LOT 7, BLOCK 1 EX WLY 10 FT
SHARPS ADDITION TO DULUTH

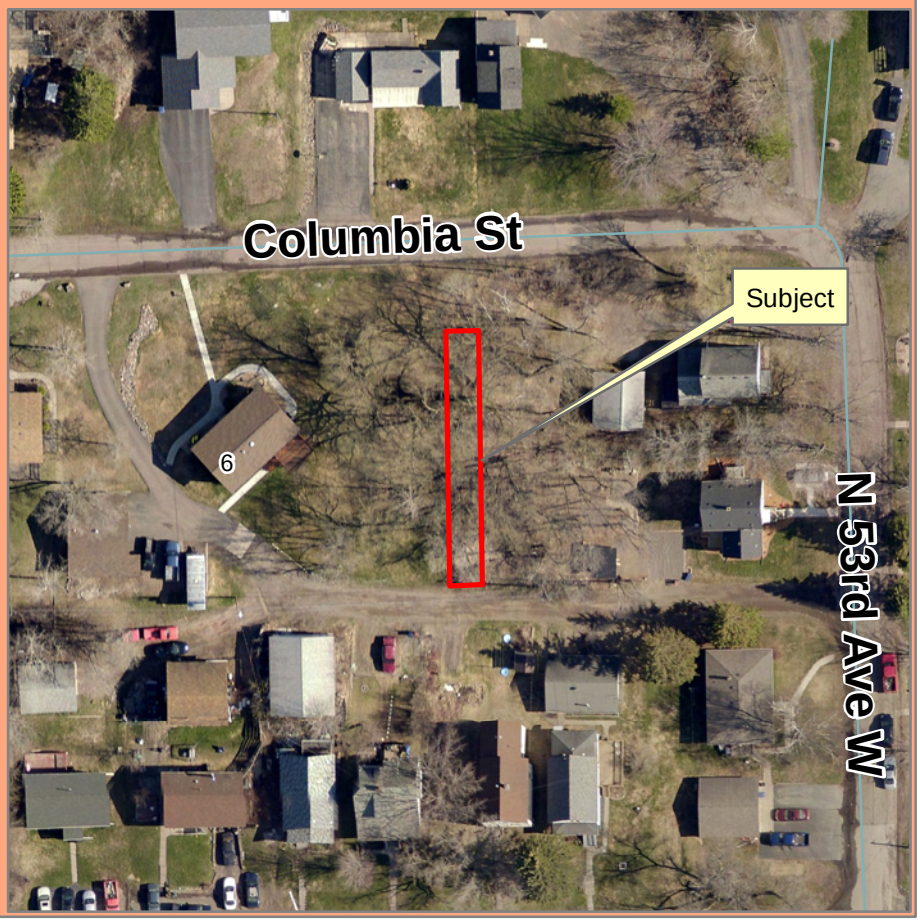
Parcel Code : 010-4030-00110

acres .04 / 1800 sq. ft.

LDKEY : 103877

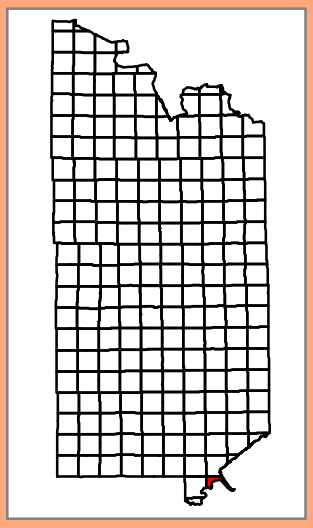
Commisioner District : 3

City of Duluth Section: 6 Township: 49 Range: 14



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : 204 1st Ave E
Floodwood, MN

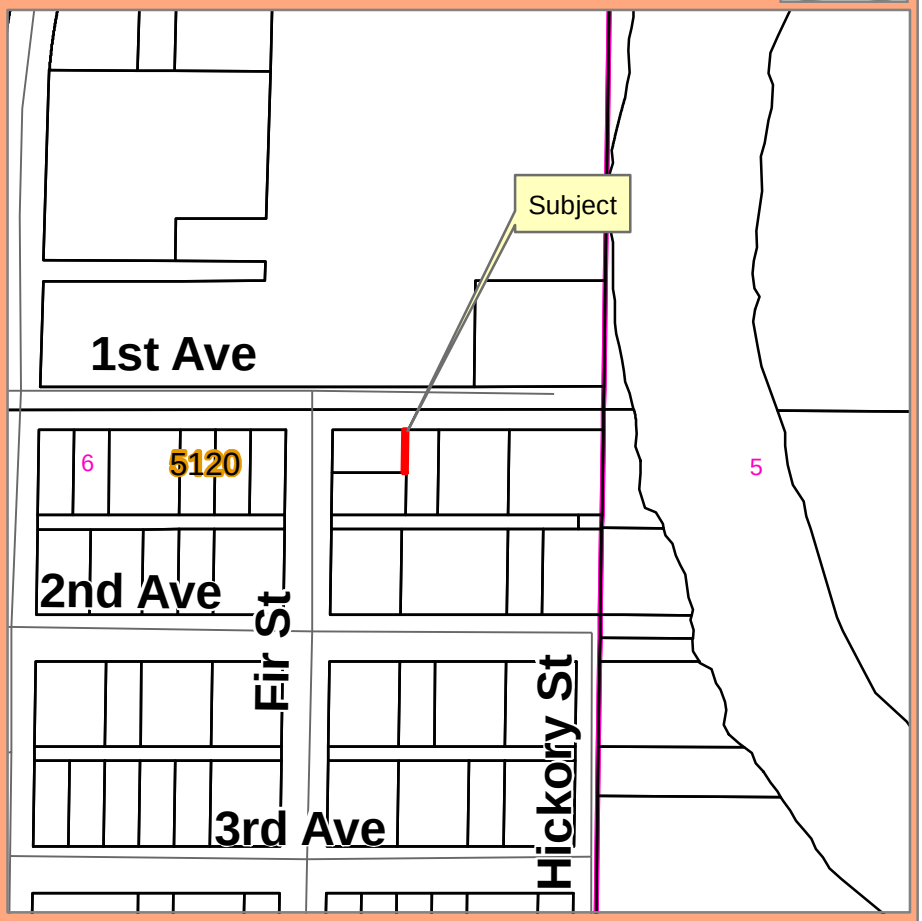
Legal : CITY OF FLOODWOOD
N 1/2 OF W 5 FT of LOT 5, BLOCK 1
FLOODWOOD

Parcel Code : 125-0010-00050

acres 0.0069 / 300 sq. ft.

LDKEY : 105420

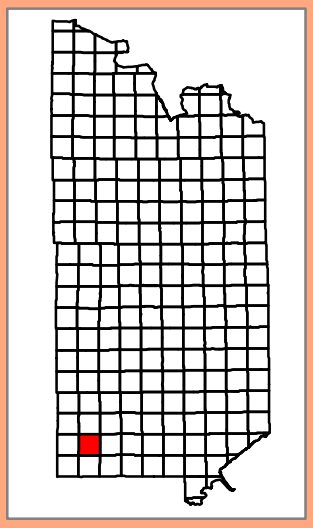
Commisioner District : 7



City of Floodwood Section: 6 Township: 51 Range: 20

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Vermilion Dr

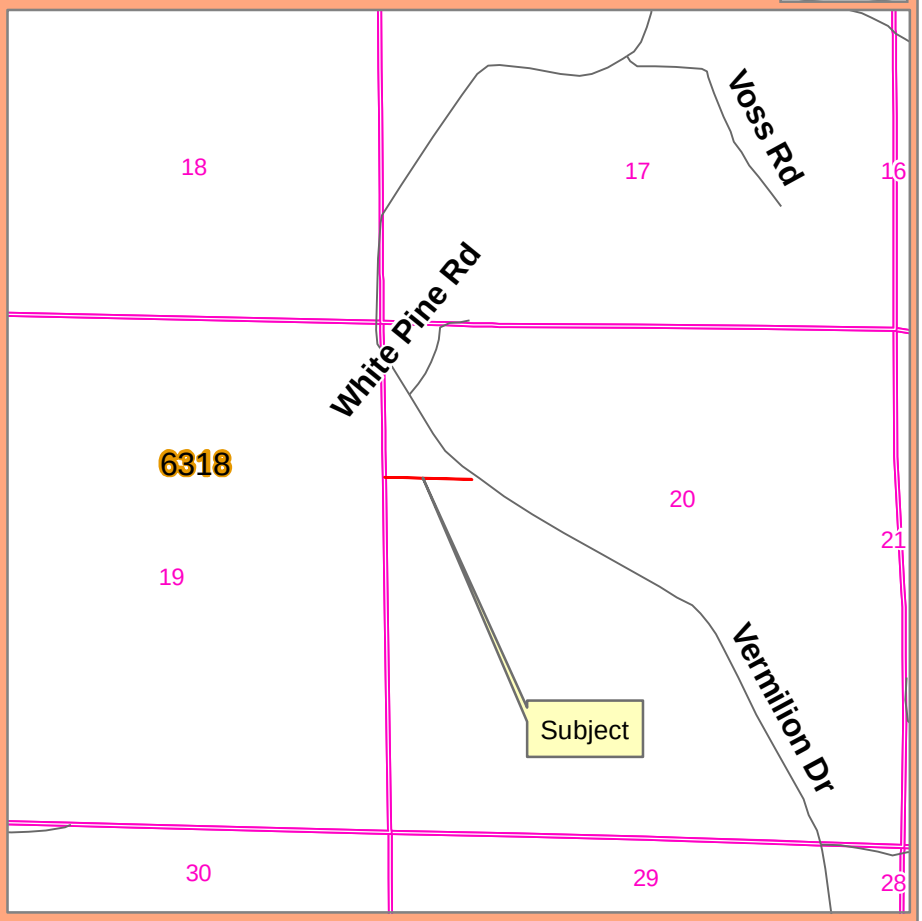
Legal : TOWN OF BEATTY
SLY 2 78/100 FT OF NLY 290 FT OF
LOT 2 LYING W OF HWY
Sec 20 Twp 63 Rge 18

Parcel Code : 250-0020-02802

Acres .06

LDKEY : 107658

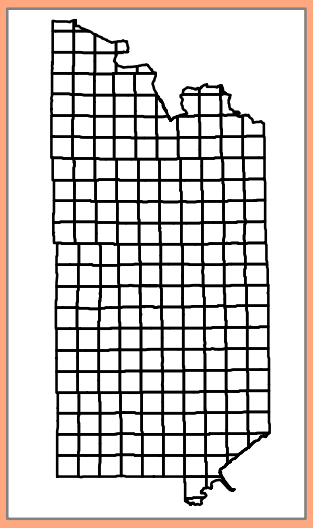
Commisioner District : 4



Town of Beatty **Section: 20 Township: 63 Range:18**

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX CSAH 16

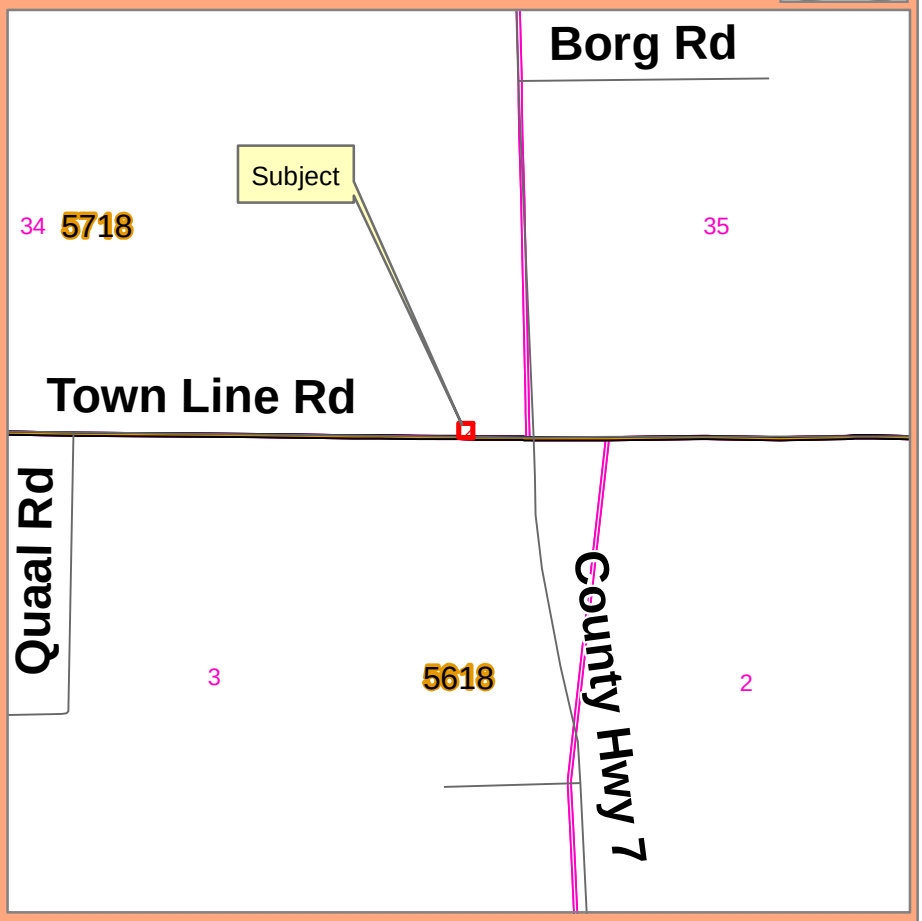
Legal : TOWN OF CLINTON BEGINNING 416 FT W OF SE CORNER OF SE 1/4 OF SE 1/4 RUNNING THENCE N 109 FT THENCE W 104 FT THENCE S 109 FT THENCE E 104 FT TO POINT OF BEGINNING, Sec 34 Twp 57 Rge 18

Parcel Code : 295-0017-01950

Acres .26 / Lot Dimensions 104' x 109'

LDKEY : 108372

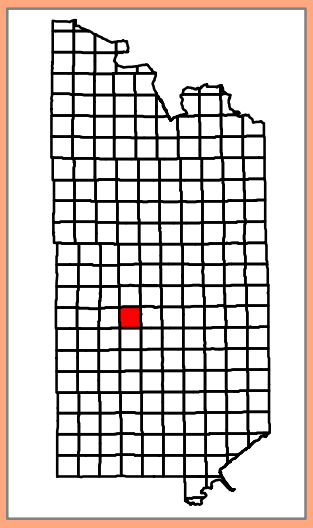
Commisioner District : 6



Town of Clinton Section: 34 Township: 57 Range: 18

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : near 5310 Ryan Rd

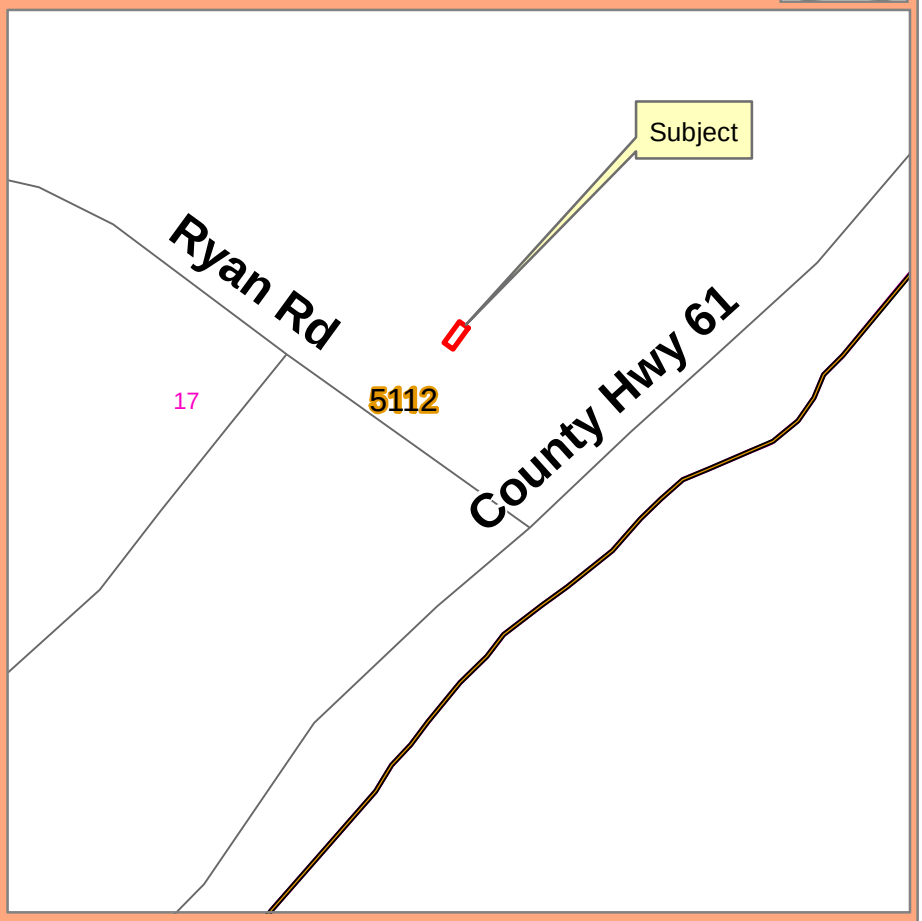
Legal : TOWN OF DULUTH
S 20 FT OF E 50 FT of LOT 6, BLOCK 8
GREENWOOD BEACH TOWN OF DULUTH

Parcel Code : 315-0050-01815

acres .02 / Lot Dimensions 20' x 50'

LDKEY : 108785

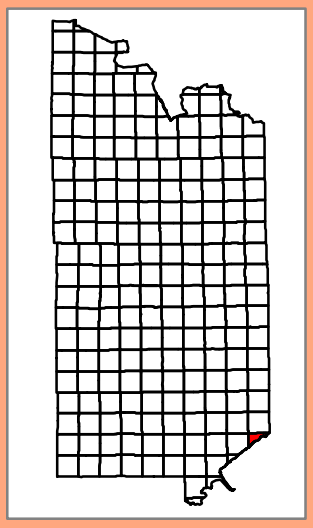
Commisioner District : 5



Town of Duluth Section: 17 Township: 51 Range: 12

Saint Louis County Subject Locator

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



Disclaimer

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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Bear Head State Park Rd

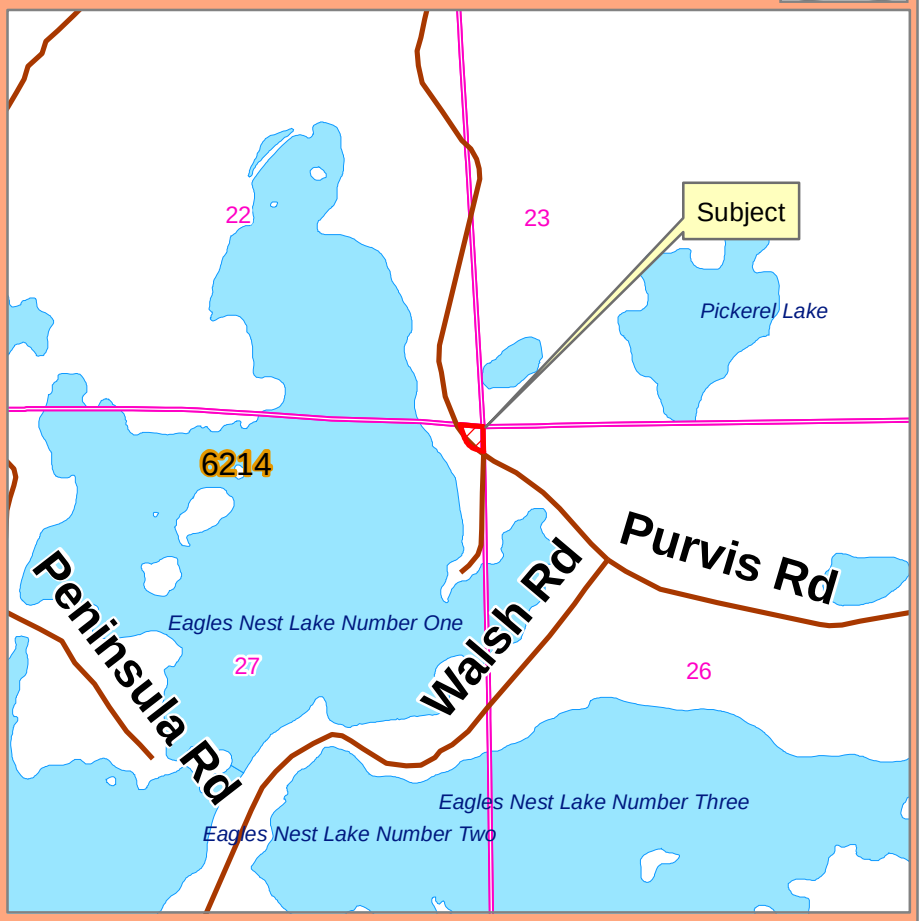
Legal : TOWN OF EAGLES NEST OUTLOT 1, COOPERATORS POINT TOWN OF EAGLES NEST

Parcel Code : 317-0050-00280

Acres .80

LDKEY : 109034

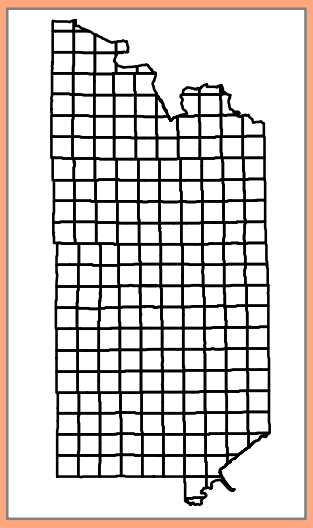
Commisioner District : 4



Town of Eagles Nest **Section: 27** **Township: 62** **Range: 14**

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Legal : TOWN OF EMBARRASS BEGINNING AT NE CORNER OF NE 1/4 OF NE 1/4 THENCE W 792 FT THENCE S 528 FT THENCE SELY 809 FT TO EAST LINE THENCE N 792 FT TO POINT OF BEGINNING EX N 528 FT OF E 792 FT, Sec 35 Twp 60 Rge 15

Parcel Code : 330-0010-05515

acres 2.40 / Lot Dimensions 792 x 263 x 845

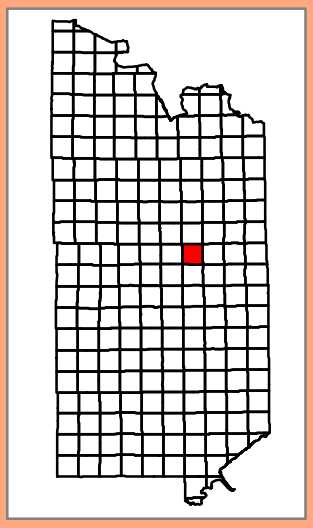
LDKEY : 109626

Commisioner District : 4

Town of Embarrass Section: 35 Township: 60 Range: 15

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : Off of Hwy 53

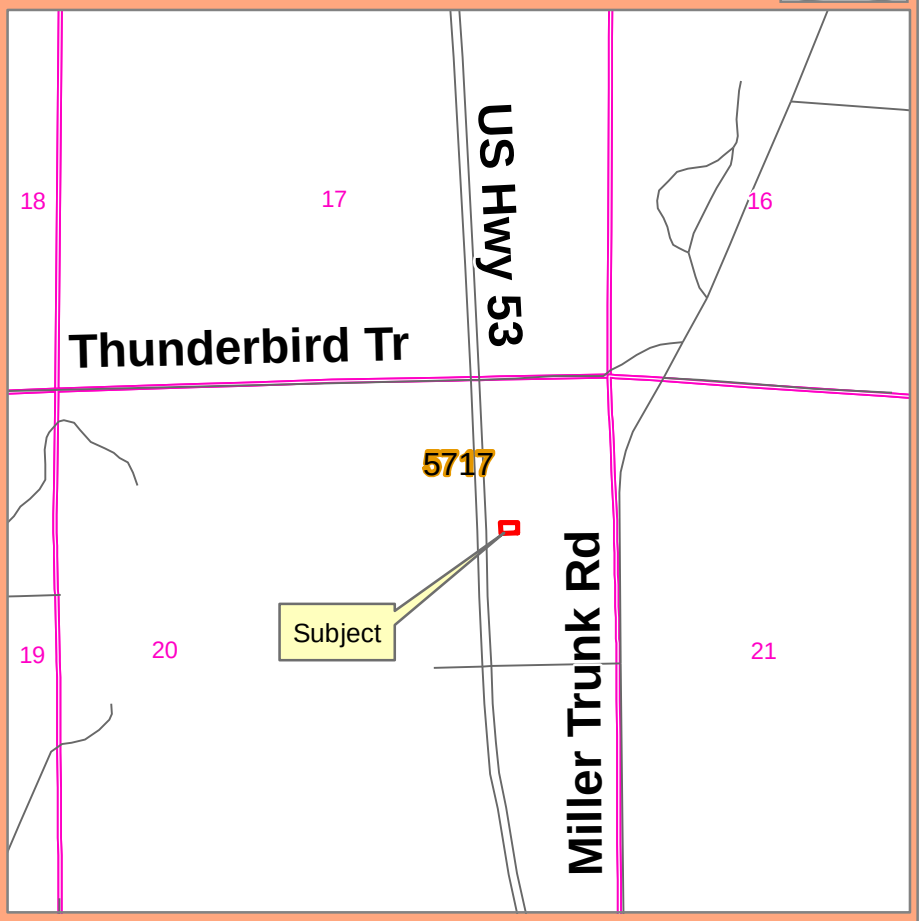
Legal : TOWN OF FAYAL
WLY 429 FT of LOT 1
ANDERSONS PLAT/SE1/4 OF NE1/4
SEC 20 57

Parcel Code : 340-0020-00012

Acres .35 / Lot Dimensions 160' x 100'

LDKEY : 109791

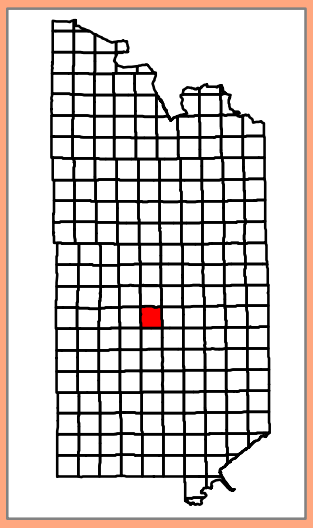
Commisioner District : 6



Town of Fayal Section: 20 Township: 57 Range: 17

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX US Hwy 53

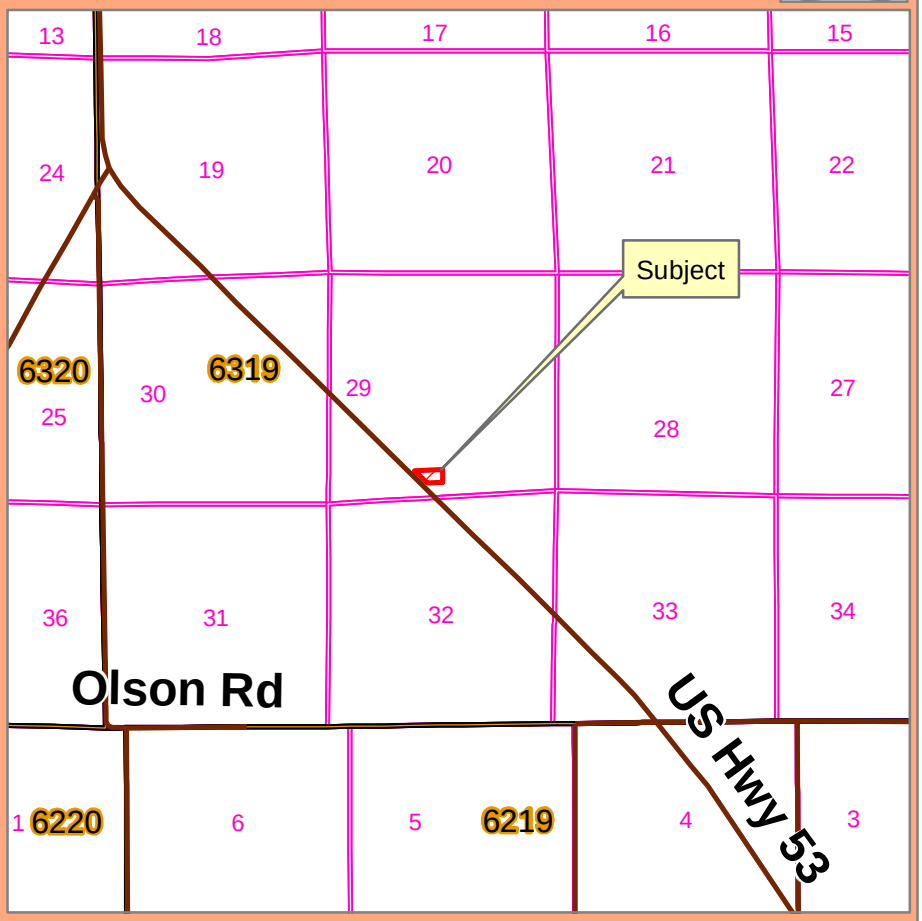
Legal : TOWN OF FIELD,
N 300 FT OF PART OF S1/2 OF S1/2 OF
SW1/4 LYING NLY & ELY OF HWY #53
EX .63 AC FOR HWY FORMERLY
728-10-4726, Sec 29 Twp 63 Rge 19

Parcel Code : 350-0020-04726

Acres 4.67

LDKEY : 109937

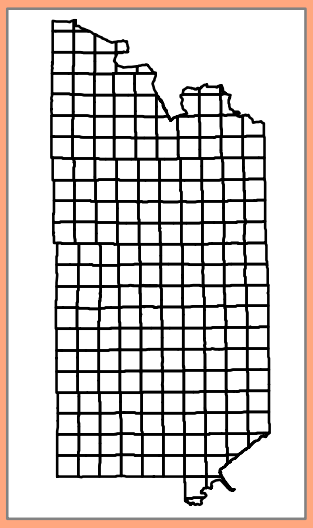
Commisioner District : 4



TOWN OF FIELD Section: 29 Township: 63 Range: 19

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Admiral Rd

Legal : TOWN OF MCDAVITT ABANDONED RY RT OF W 100 FT WIDE ACROSSNW 1/4 OF SE 1/4 EX PART TAKEN FOR COUNTY ROAD.
Sec 28 Twp 56 Rge 18

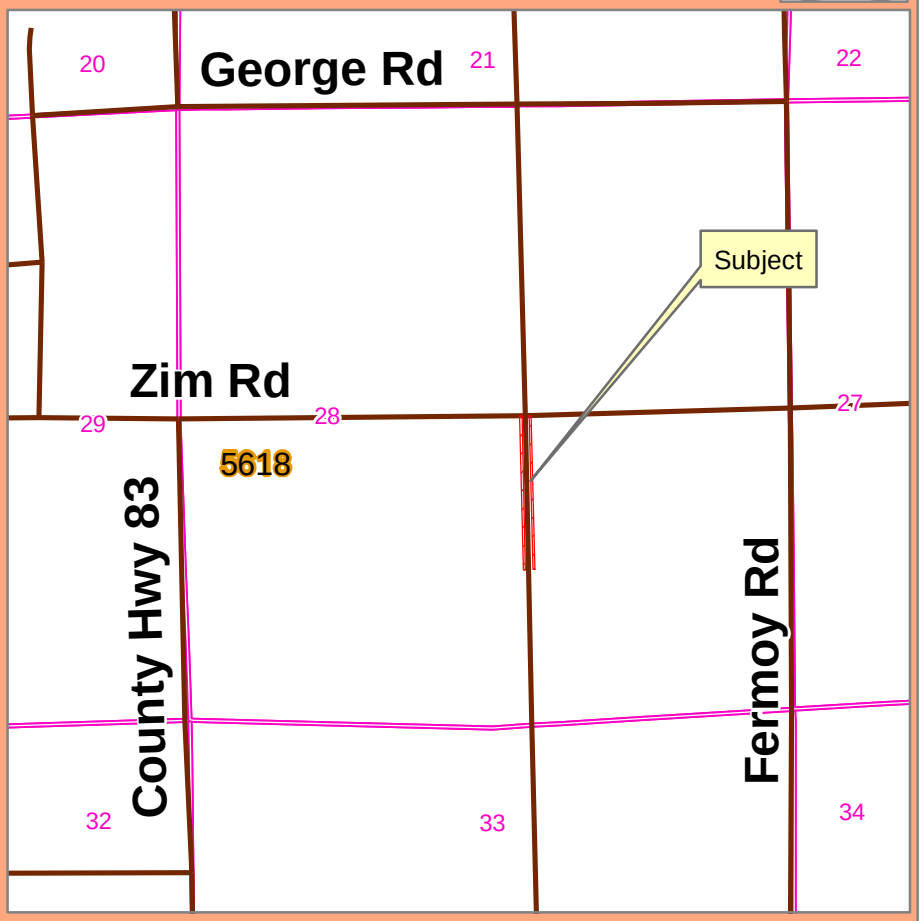
Parcel Code : 435-0010-05110

Acres 1.03

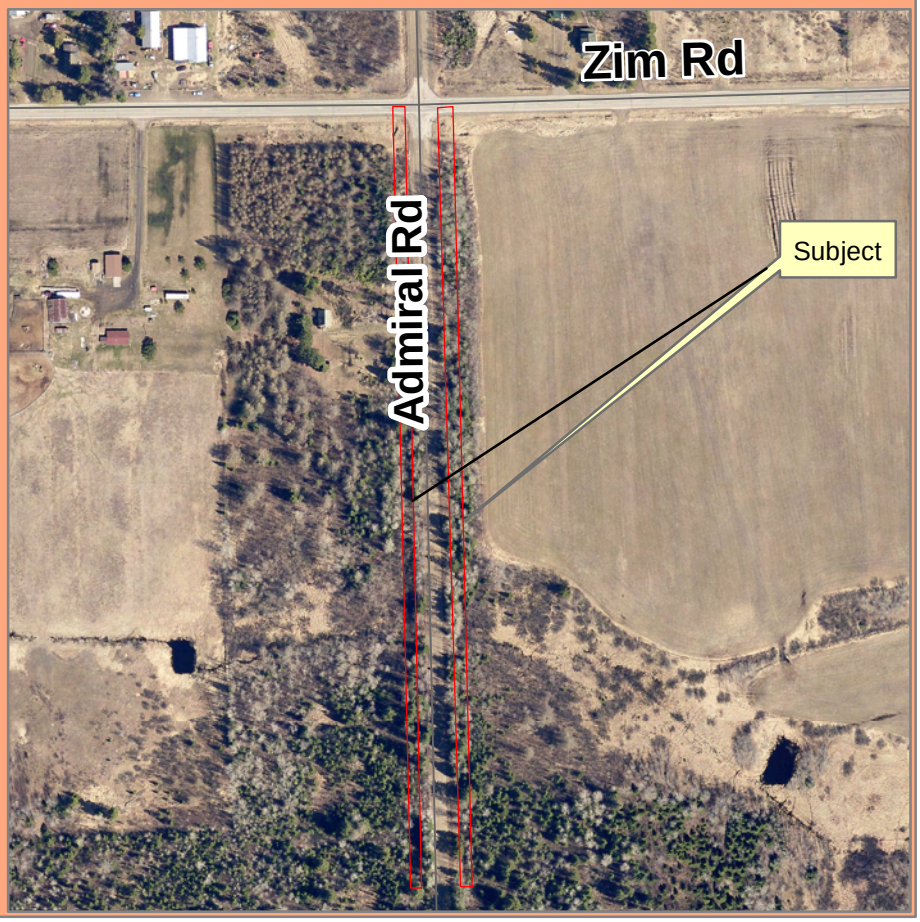
Lot Dimensions 18' x 1375' on each side of road

LDKEY : 111689

Commisioner District : 6

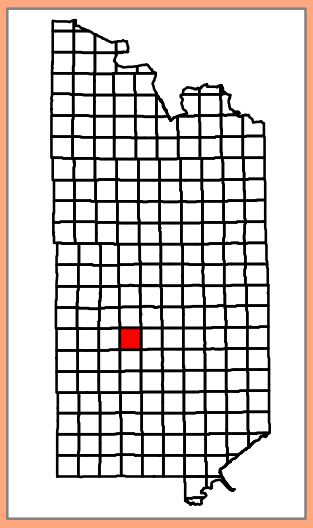


Town of McDavitt Section: 28 Township: 56 Range: 18



Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : intersection of Summit Ave
& Stark Rd

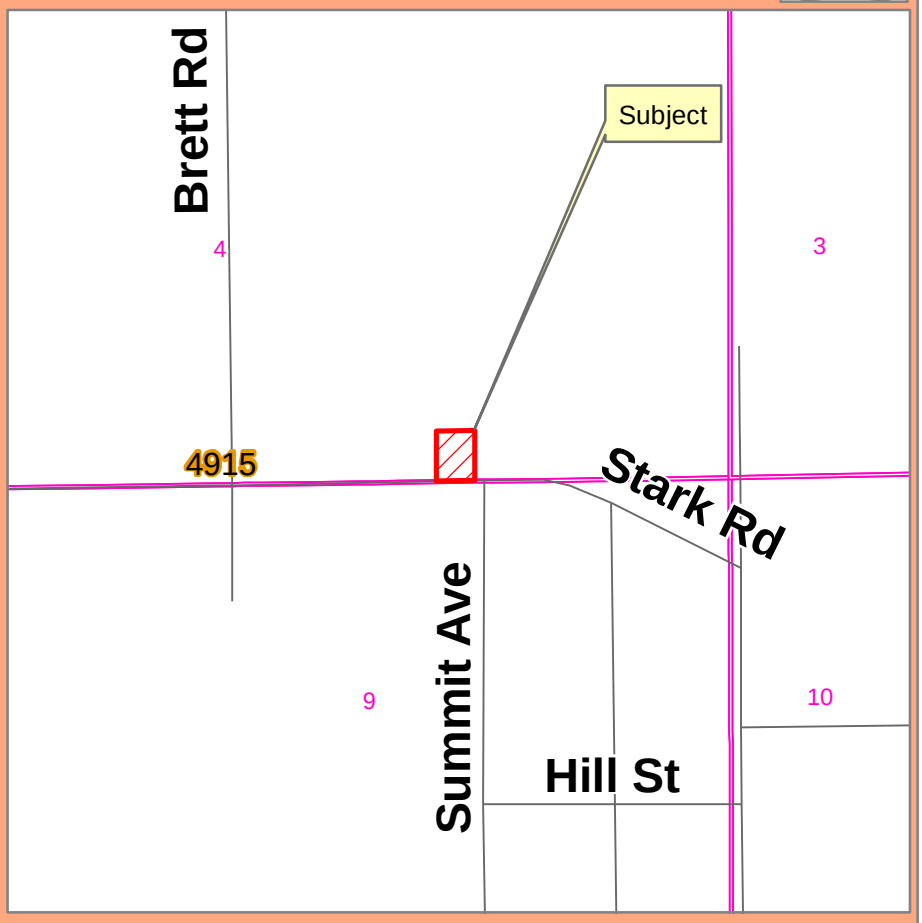
Legal : TOWN OF MIDWAY,
S 133 FT OF E 150 FT OF W 695 5/10 FT OF
SE 1/4 OF SE 1/4 EX ELY 50 FT, Sec 4
Twp 49 Rge 15

Parcel Code : 450-0010-00445

Acres .31 / Lot Dimension 100' x 132.9'

LDKEY : 111939

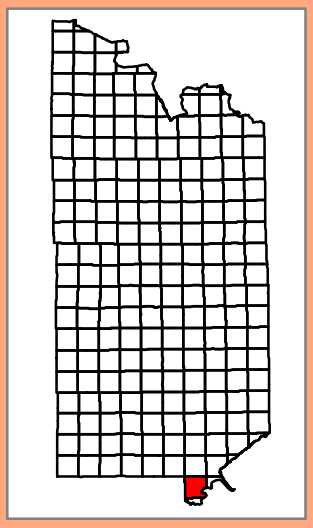
Commisioner District : 5



Town of Midway **Section: 4** **Township: 49** **Range: 15**

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX Hwy 135N

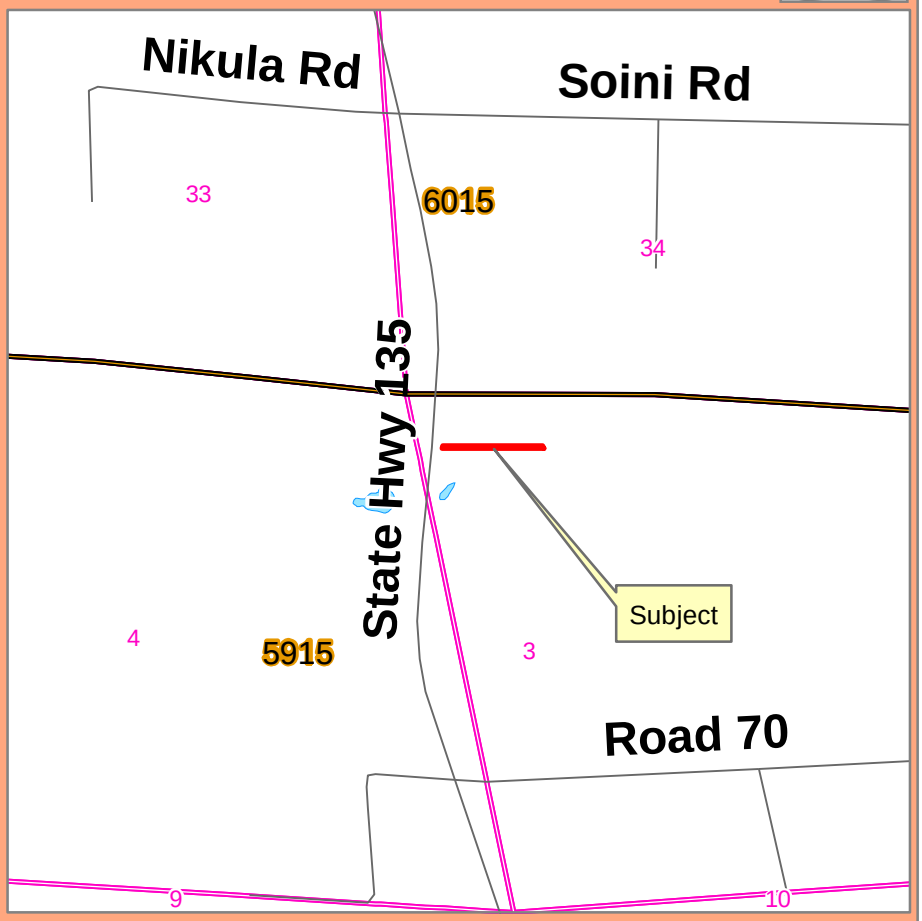
Legal : TOWN OF WHITE
LOT 4 EX 5 10/100 AC FOR STATE
HWY AND EX S 718 FT AND EX
NLY 500 FT, Sec 3 Twp 59 Rge 15

Parcel Code : 570-0031-00060

Acres 2.65 / Lot Dimensions 27' x 978'

LDKEY : 114154

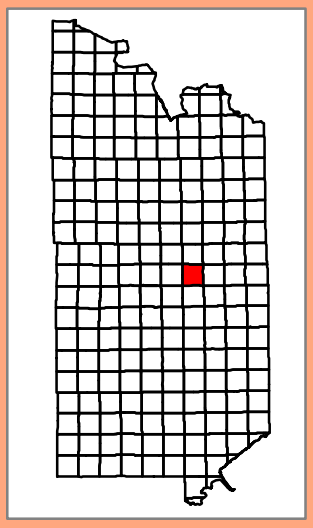
Commisioner District : 4



Town of White Section: 3 Township: 59 Range: 15

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : Off of Taft & 2nd St

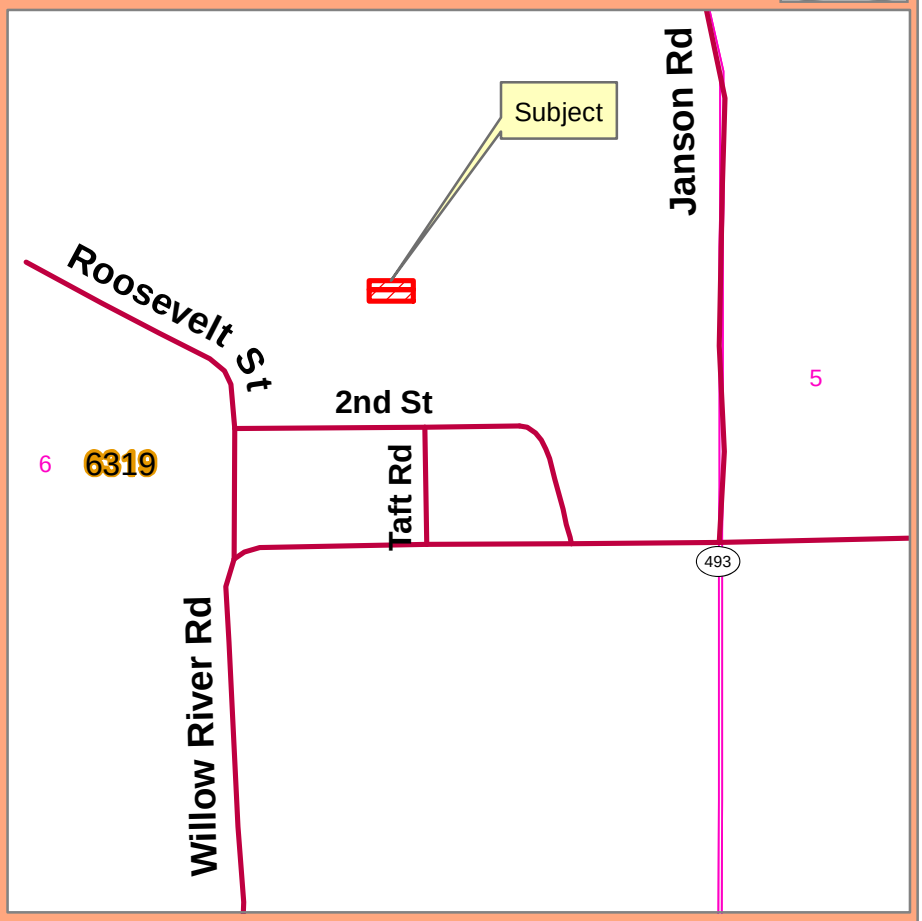
Legal : UNORGANIZED 63 19
LOT: 0009 ALSO LOT: 0010, BLOCK:005
GHEEN 63 19

Parcel Code : 728-0020-00770,780

Acres .16 / Lot Dimensions 60' x 125'

LDKEY : 115964, 115965

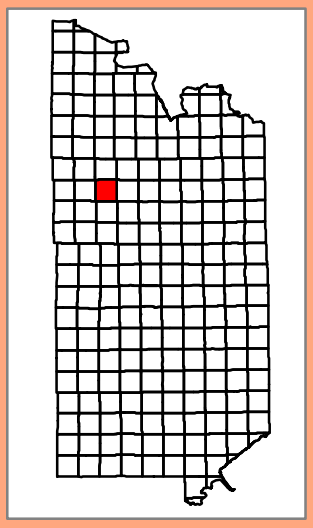
Commisioner District : 4



Unorganized 63 19 Section: 6 Township: 63 Range: 19

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : Off of 2nd St & Taft

Legal : UNORGANIZED 63 19
LOT: 0009 also 0010, BLOCK:006
Gheen 63 19

Parcel Code : 728-0020-01080, 1090

Acres .16 / Lot Dimensions 60' x 125'

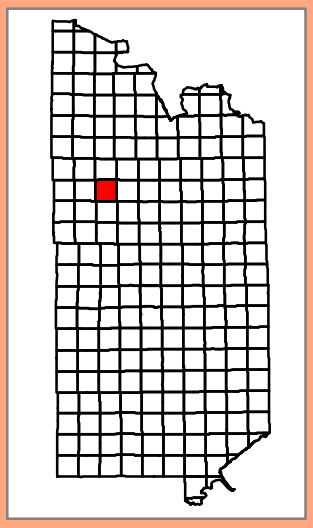
LDKEY : 115966, 115967

Commisioner District : 4

Unorganized 63 19 Section: 6 Township: 63 Range: 19

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : Off of Taft and 2nd St

Legal : UNORGANIZED 63 19
LOT: 0002 BLOCK:011
GHEEN 63 19

Parcel Code : 728-0020-01560

Acres .07 / Lot Dimensions 25' X125'

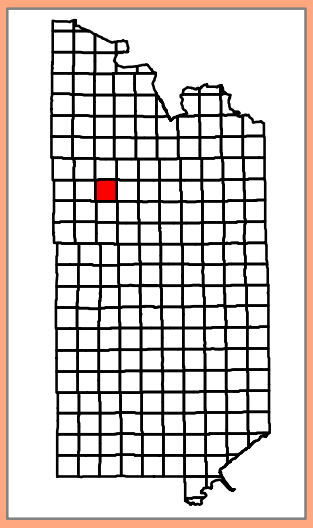
LDKEY : 115968

Commisioner District : 4

Unorganized 63 19 Section: 6 Township: 63 Range: 19

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : Off of Taft and 2nd St

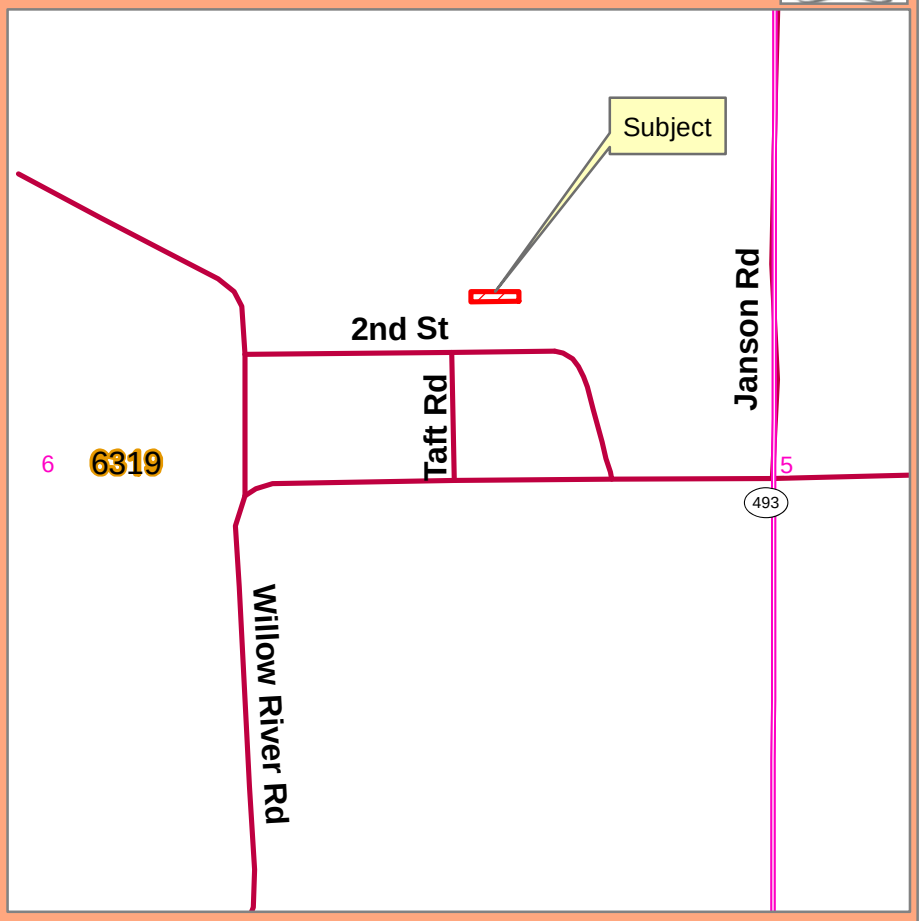
Legal : UNORGANIZED 63 19
LOT: 0006 BLOCK:011
GHEEN 63 19

Parcel Code : 728-0020-01600

Acres .07 / Lot Dimensions 25' X 125'

LDKEY : 118155

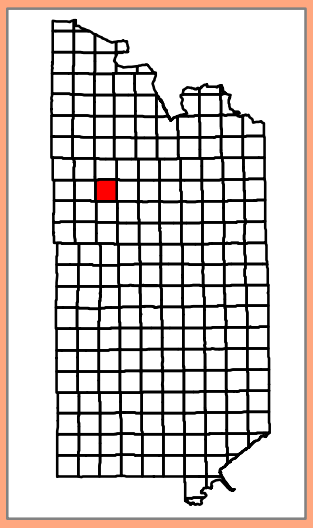
Commisioner District : 4



Unorganized 63 19 Section: 6 Township: 63 Range: 19

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : Off of Taft and 2nd St

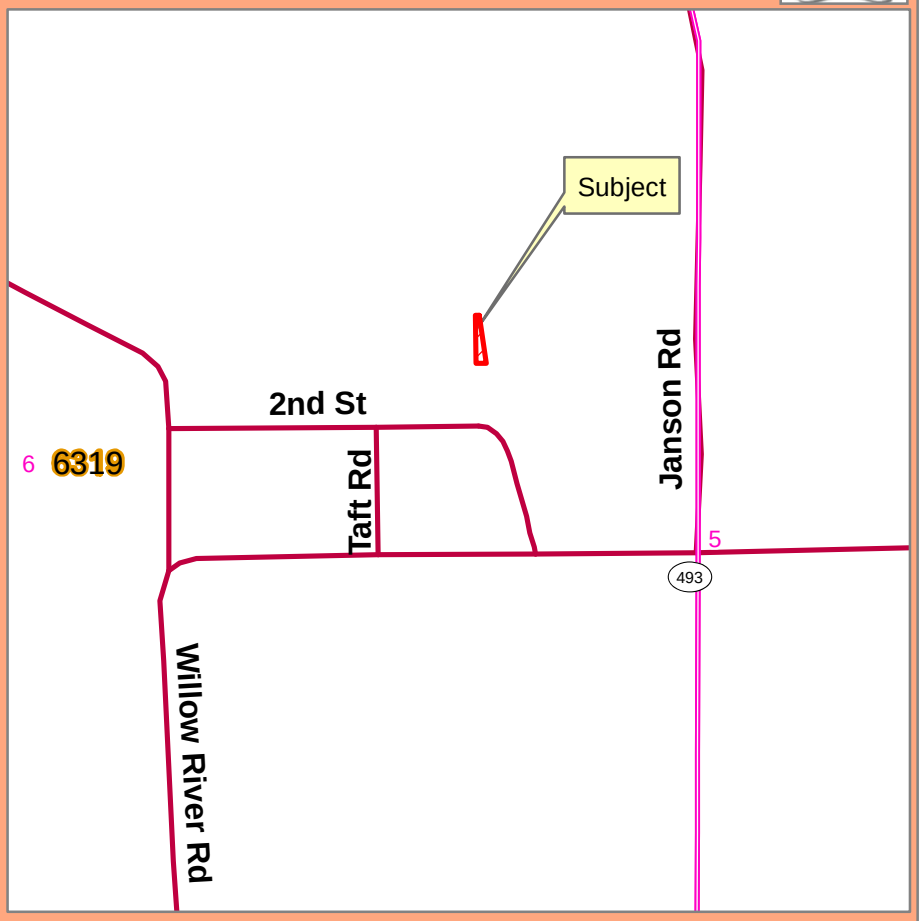
Legal : UNORGANIZED 63 19
LOT: 0014 BLOCK:011
GHEEN 63 19

Parcel Code : 728-0020-01680

Acres .05 / Lot Dimensions +/- 37' X 125'

LDKEY : 118156

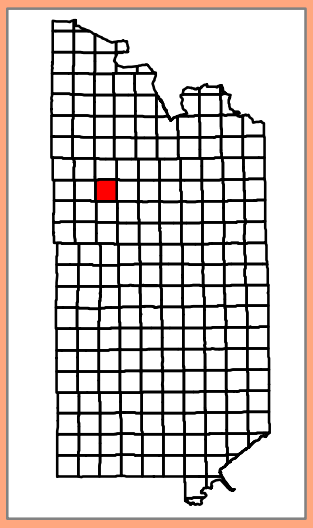
Commisioner District : 4



Unorganized 63 19 **Section: 6 Township: 63 Range: 19**

Saint Louis County Subject Locator

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



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Saint Louis County Land & Minerals Department

Tax Forfeited Properties Adjoining Owner Sale

Address : XXXX 2nd St

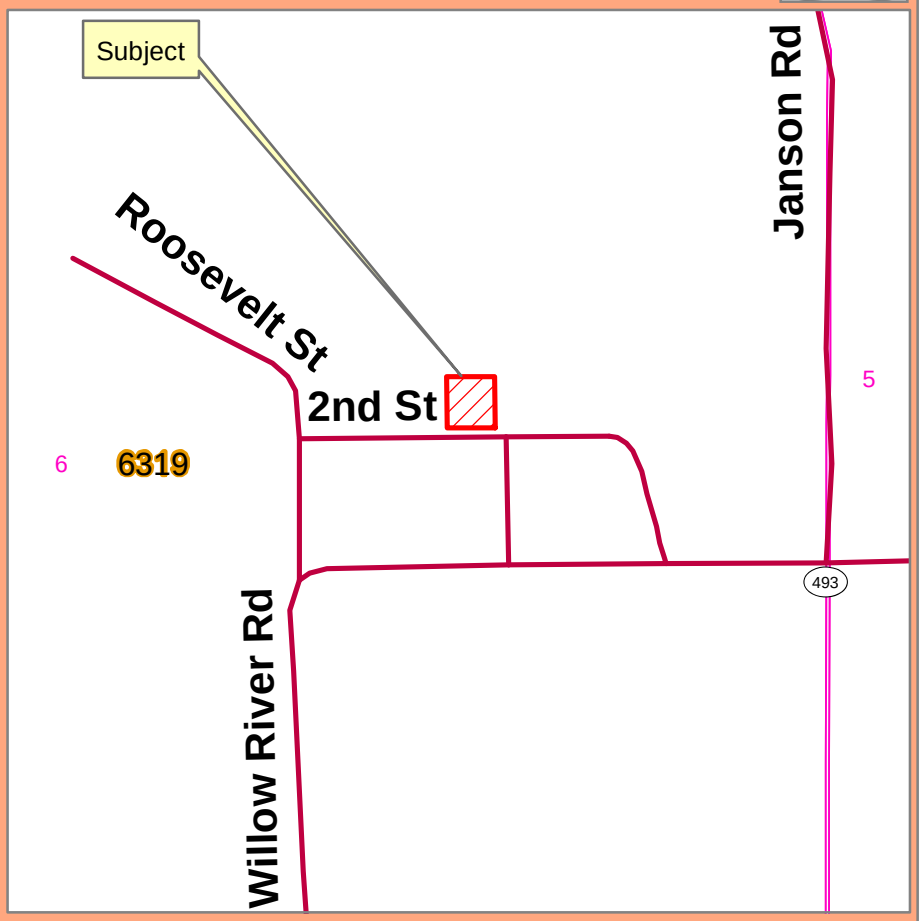
Legal : UNORGANIZED 63 19
LOTS 6 THRU 10, BLOCK 12
GHEEN 63 19

Parcel Code : 728-0020-01760

acres .37 / Lot Dimensions 125' x 133'

LDKEY : 118157

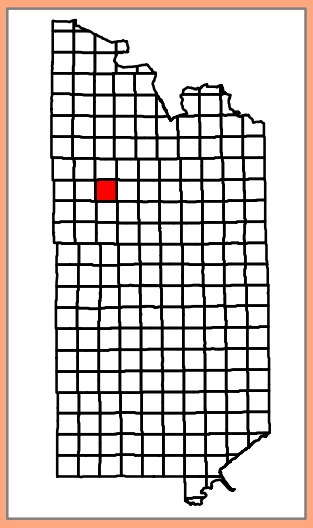
Commisioner District : 4



Unorganized 63 19 **Section: 6 Township: 63 Range: 19**

Saint Louis County Subject Locator

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



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BOARD LETTER NO. 15 - 126

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 7

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Repurchase of State Tax Forfeited Land – Abrahamson, Quilty, Kingsley, Johnson, Temple Corp Inc., Koski**

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

Mark Weber, Director
Land and Minerals

RELATED DEPARTMENT GOAL:
To provide financial return to the county and taxing districts.

ACTION REQUESTED:
The St. Louis County Board is requested to approve applications to repurchase state tax forfeited land.

BACKGROUND:
Minn. Stat. § 282.241 provides for state tax forfeited land to be repurchased by the previous owners subject to payment equivalent to the delinquent taxes and assessments, with penalties, costs, and interest. The properties to be repurchased forfeited to the State of Minnesota on December 2, 2014. The repurchase deadline for these non-homestead properties is October 30, 2015. Ronald Abrahamson of Tower, MN, Anthony Quilty of Duluth, MN, Bruce Kingsley of Virginia, MN, Teresa Johnson of Duluth, MN, Temple Corp Inc., of Duluth, MN, and Jess Koski of Duluth, MN have made application to repurchase these properties and are eligible to repurchase the properties.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the repurchase requests of Ronald Abrahamson of Tower, MN, Anthony Quilty of Duluth, MN, Bruce Kingsley of Virginia, MN, Teresa Johnson of Duluth, MN, Temple Corp Inc. of Duluth, MN, and Jess Koski of Duluth, MN. The repurchase fees listed below are to be deposited into Fund 240 (Forfeited Tax Fund).

Ronald Abrahamson, Tower, MN

Parcel Code	080-0010-03340
Taxes and Assessments	$22,220.88
Service Fees	$114.00
Deed Tax	$73.33
Deed Fee	$25.00
Recording Fee	$46.00
Total Consideration	$22,479.21

Anthony Quilty, Duluth, MN

Parcel Code	520-0070-00190
Taxes and Assessments	$6,795.10
Service Fees	$114.00
Deed Tax	$22.42
Deed Fee	$25.00
Recording Fee	$46.00
Total Consideration	$7,002.52

Bruce Kingsley, Virginia, MN

Parcel Code	250-0082-00150
Taxes and Assessments	$19,006.27
Service Fees	$114.00
Deed Tax	$62.72
Deed Fee	$25.00
Recording Fee	$46.00
Other Fees – Lock & Hasp	$18.00
Total Consideration	$19,271.99

Teresa Johnson, Duluth, MN

Parcel Code	140-0210-00225
Taxes and Assessments	$14,818.63
Service Fees	$114.00
Deed Tax	$48.90
Deed Fee	$25.00
Recording Fee	$46.00
Total Consideration	$15,052.53

Temple Corp Inc, Duluth, MN

Parcel Code	010-0950-00870
Taxes and Assessments	$62,994.18
Service Fees	$114.00
Deed Tax	$207.88
Deed Fee	$25.00
Recording Fee	$46.00
Total Consideration	$63,387.06

Jess Koski, Duluth, MN

Parcel Code	210-0010-04560
Taxes and Assessments	$2,935.21
Service Fees	$114.00
Deed Tax	$9.69
Deed Fee	$25.00
Recording Fee	$46.00
Total Consideration	$3,129.90

Repurchase of State Tax Forfeited Land - Abrahamson

BY COMMISSIONER: _____

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

WHEREAS, The applicant, Ronald Abrahamson of Tower, MN, has applied to repurchase state tax forfeited land legally described as:

CITY OF TOWER
LOTS 9 AND 10, BLOCK 27
TOWER
080-0010-03340

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

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

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the repurchase application by Ronald Abrahamson of Tower, MN, on file in County Board File No.___, subject to payments including total taxes and assessments of $22,220.88, service fee of $114, deed tax of $73.33, deed fee of $25, and recording fee of $46; for a total of $22,479.21, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

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

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

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

CITY OF TOWER, LOTS 9 AND 10, BLOCK 27, TOWER

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

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

That such taxes became delinquent in 2010 and remained delinquent and unpaid for the subsequent years of: 2011,2012,2013,2014

That pursuant to Minnesota Statues, the total cost of repurchase $22,294.74 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. **Please contact our office at 218-726-2606 for the current amount due which increases monthly.**

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

Please check the appropriate box below:

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

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s):

Are you currently in active military service? NO.

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

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

Dated: 7-16 2015

By: [signature]
(Signature)

Address: Box 414 - 204 Pine St
City: Tower State: MN Zip: 55790
Phone: 218-753-3152
CELL- 780-3426

St. Louis County Land Department
Tax Forfeited Land Sales

Repurchase of Property

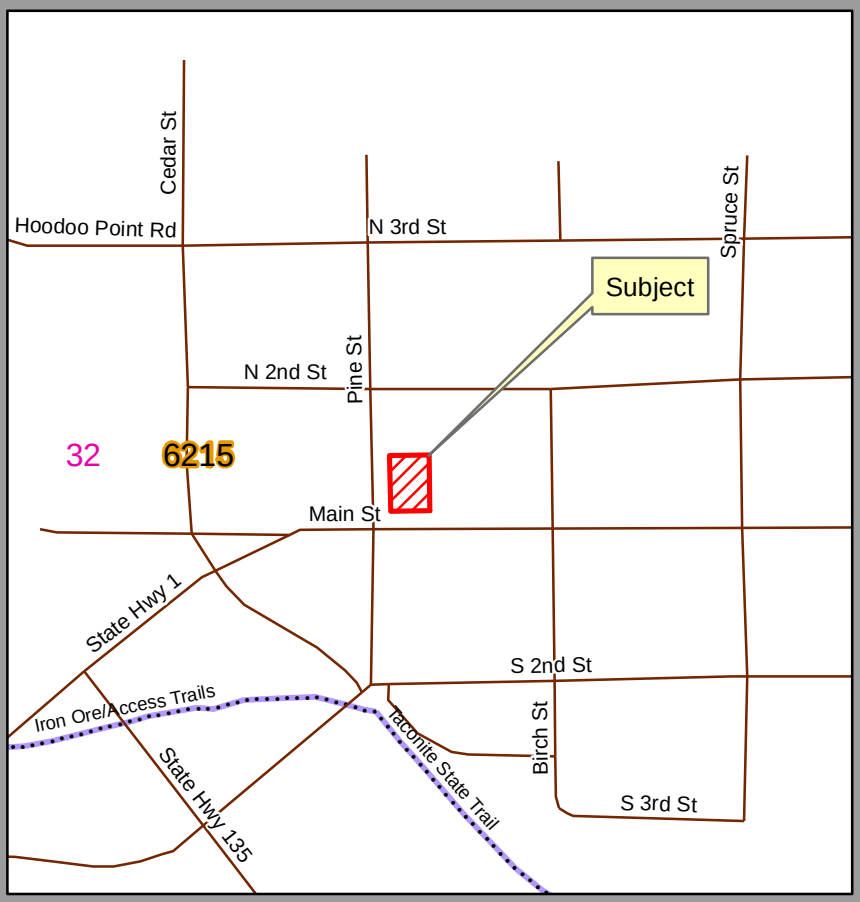
Legal : CITY OF TOWER
LOTS 9 AND 10, BLOCK 27
TOWER

Parcel Code : 080-0010-03340

LDKEY : 120514

Acres: .29

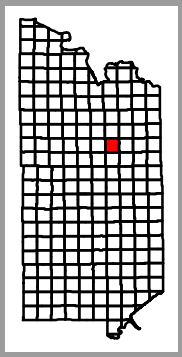
Address: Pine St & Main
Tower, MN 55790



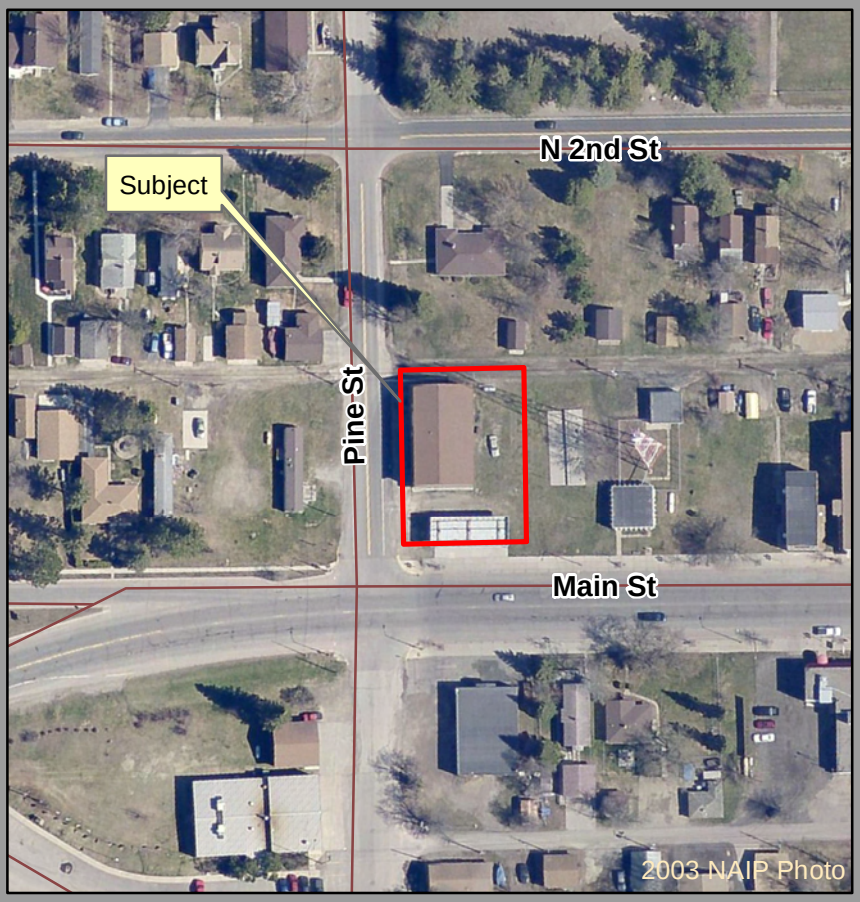
City of Tower Sec: 32 Twp: 62 Rng: 15

Commissioner District # 4

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



St. Louis County, Minnesota



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St. Louis County Land Department

April 2015

Repurchase of State Tax Forfeited Land - Quilty

BY COMMISSIONER: _____

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

WHEREAS, The applicant, Anthony Quilty of Duluth, MN, has applied to repurchase state tax forfeited land legally described as:

TOWN OF RICE LAKE
LOTS 6 AND 7, BLOCK 17
COES 2ND ADDN TO INGLESIDE PARK RICE LAKE
520-0070-00190

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

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

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the repurchase application by Anthony Quilty of Duluth, MN, on file in County Board File No.___, subject to payments including total taxes and assessments of $6,795.10, service fee of $114, deed tax of $22.42, deed fee of $25, and recording fee of $46; for a total of $7,002.52, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

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

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

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

TOWN OF RICE LAKE, LOTS 6 AND 7, BLOCK 17, COES 2ND ADDN TO INGLESIDE PARK RICE LAKE

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

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

That such taxes became delinquent in 2008 and remained delinquent and unpaid for the subsequent years of: 2009,2010,2011,2012

That pursuant to Minnesota Statues, the total cost of repurchase $5,561.49 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. **Please contact our office at 218-726-2606 for the current amount due which increases monthly.**

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

Lost business and House had to be ~~Demo~~. Taxing Down. Had to Rent House out Downtown.

Please check the appropriate box below:

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

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s):

Are you currently in active military service? NO

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

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

Dated: 3-16 2015

By: _____ (Signature)

Address: 4374 Kingston Rd.

City: Duluth State: MN Zip: 55803

Phone: 218-391-6543

St. Louis County Land Department
Tax Forfeited Land Sales

Repurchase of Property

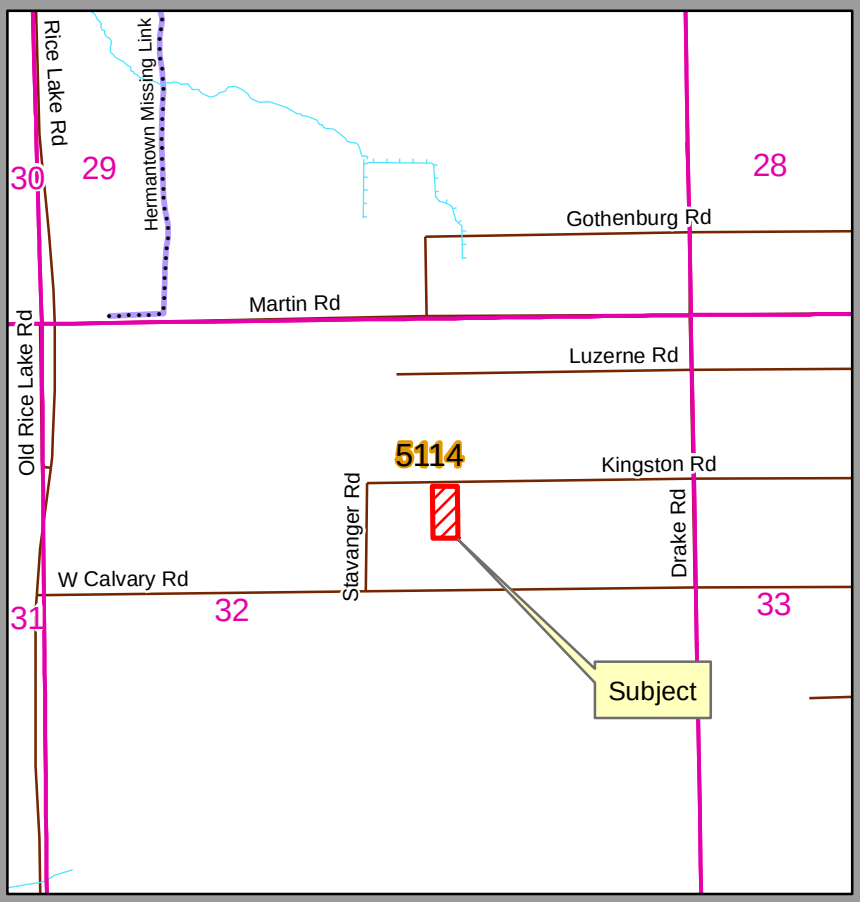
Legal : TOWN OF RICE LAKE
LOTS 6 AND 7, BLOCK 17
COES 2ND ADDN TO INGLESIDE PARK
RICE LAKE

Parcel Code : 520-0070-00190

LDKEY : 120643

Acres: 1.9

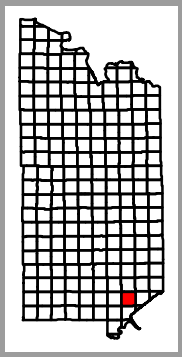
Address: 4374 Kingston Rd
Duluth, MN 55803



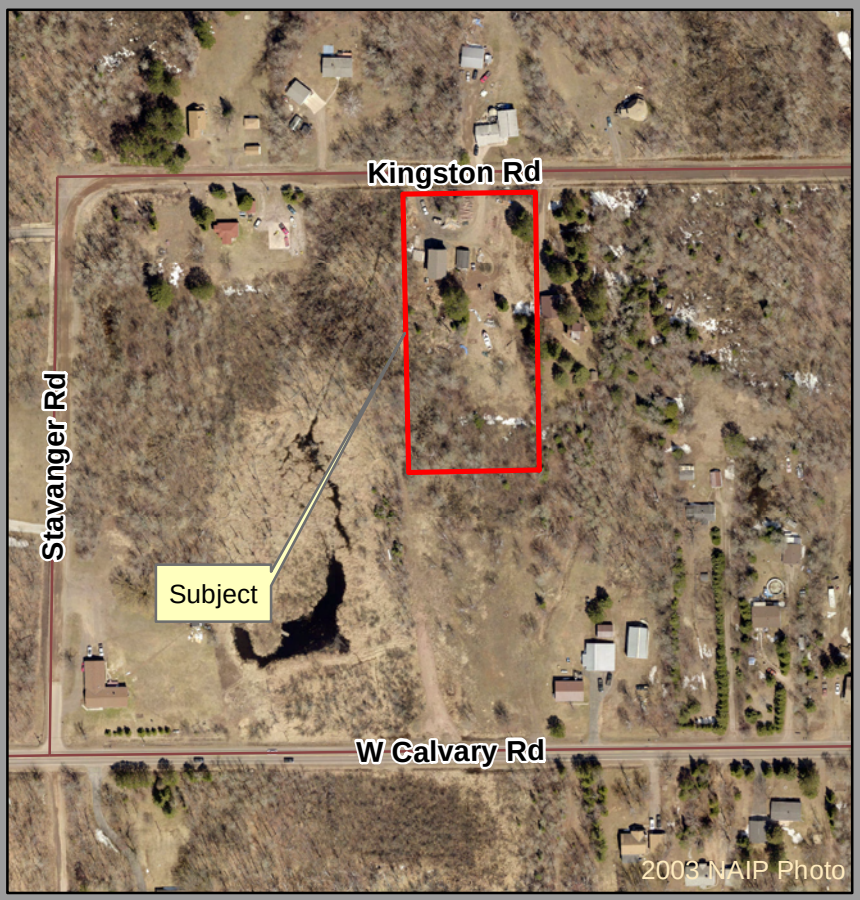
Town of Rice Lake Sec: 32 Twp: 51 Rng: 14

Commissioner District # 5

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



St. Louis County, Minnesota



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St. Louis County Land Department

April 2015

Repurchase of State Tax Forfeited Land - Kingsley

BY COMMISSIONER: _____

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

WHEREAS, The applicant, Bruce Kingsley of Virginia, MN, has applied to repurchase state tax forfeited land legally described as:

TOWN OF BEATTY
LOT: 0015 BLOCK:000
SODERHOLM BEACH TOWN OF BEATTY
250-0082-00150

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

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

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the repurchase application by Bruce Kingsley of Virginia, MN, on file in County Board File No.___, subject to payments including total taxes and assessments of $19,006.27, service fee of $114, deed tax of $62.72, deed fee of $25, recording fee of $46, and other fee of $18; for a total of $19,271.99, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

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

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

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

TOWN OF BEATTY, LOT: 0015 BLOCK:000, SODERHOLM BEACH TOWN OF BEATTY

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

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

That such taxes became delinquent in 2007 and remained delinquent and unpaid for the subsequent years of: 2009,2010,2011,2012,2013,2014

That pursuant to Minnesota Statues, the total cost of repurchase $19,142.77 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. **Please contact our office at 218-726-2606 for the current amount due which increases monthly.**

That a hardship would result to the petitioner unless said repurchase is allowed, for the reason that: **applicant to state reasons why taxes were not paid.** Took out a mortgage on the property to cover medical bills for 1 major surgery & 4 broken bones in 3 years. was told the taxes were escrowed and thought they were paid.

Please check the appropriate box below:

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

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s): Bruce R Kingsley

Are you currently in active military service? No

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

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

Dated: 3-18 20 15

By: _____ (Signature)

Address: 414 5th Street S

City: Virginia State: MN Zip: 55792

Phone: 218-750-3138

St. Louis County Land Department
Tax Forfeited Land Sales

Repurchase of Property

Legal : TOWN OF BEATTY
LOT: 0015 BLOCK:000
SODERHOLM BEACH TOWN OF BEATTY

Parcel Code : 250-0082-00150

LDKEY : 120598

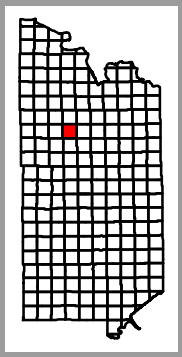
Acres:

Address: 2615 Wakely Rd
Cook, MN 55723

Town of Beatty Sec: 25 Twp: 63 Rng: 18

Commissioner District # 4

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



St. Louis County, Minnesota

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St. Louis County Land Department

April 2015

Repurchase of State Tax Forfeited Land - Johnson

BY COMMISSIONER: _____

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

WHEREAS, The applicant, Teresa Johnson of Duluth, MN, has applied to repurchase state tax forfeited land legally described as:

CITY OF HIBBING
N 100 FT OF W 75 FT OF LOT 9, BLOCK 2
RYANS ADDITION TO HIBBING
140-0210-00225

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

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

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the repurchase application by Teresa Johnson of Duluth, MN, on file in County Board File No.___, subject to payments including total taxes and assessments of $14,818.63, service fee of $114, deed tax of $48.90, deed fee of $25, and recording fee of $46; for a total of $15.052.53, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

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

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

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

CITY OF HIBBING, N 100 FT OF W 75 FT of LOT 9, BLOCK 2, RYANS ADDITION TO HIBBING

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

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

That such taxes became delinquent in 2008 and remained delinquent and unpaid for the subsequent years of: 2009,2010,2011,2012,2013,2014

That pursuant to Minnesota Statues, the total cost of repurchase $14,966.42 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. **Please contact our office at 218-726-2606 for the current amount due which increases monthly.**

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

Thought they were paid.

Please check the appropriate box below:

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

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s):

Are you currently in active military service? _____

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

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

Dated: Mar 18th 20 15

By: Teresa Johnson
(Signature)

Address: 318 E 4th Street
City: Hibbing State: MN Zip: 55746
Phone: 218-208-8182

St. Louis County Land Department
Tax Forfeited Land Sales

Repurchase of Property

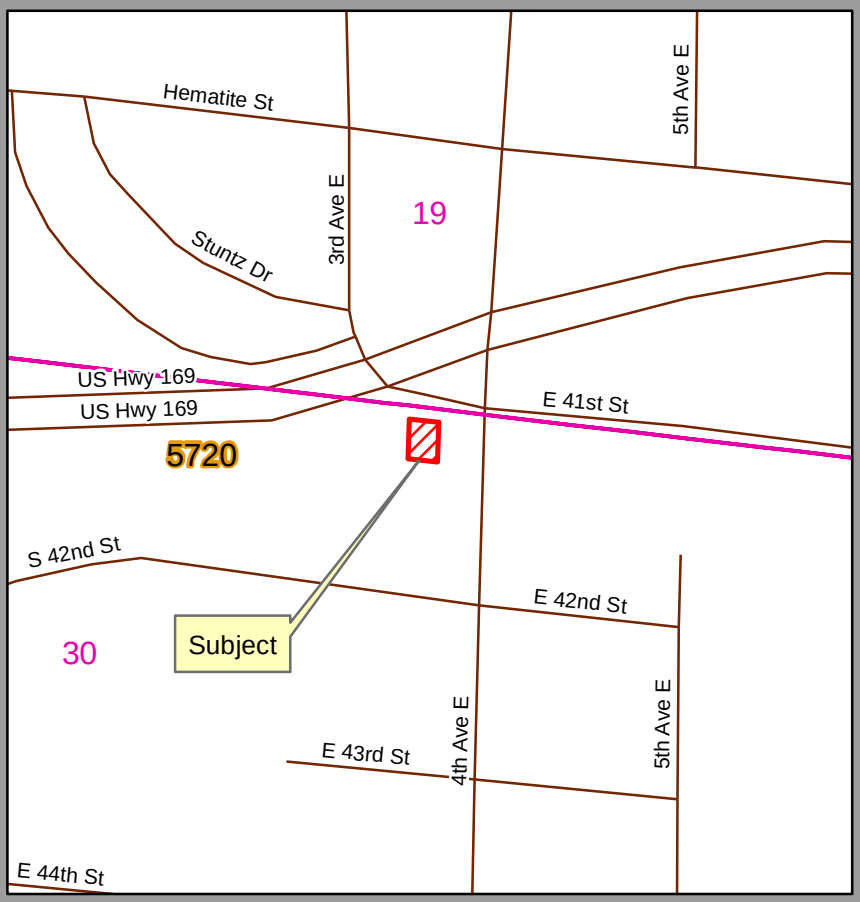
Legal : CITY OF HIBBING
N 100 FT OF W 75 FT of LOT 9, BLOCK 2
RYANS ADDITION TO HIBBING

Parcel Code : 140-0210-00225

LDKEY : 120569

Acres: .17

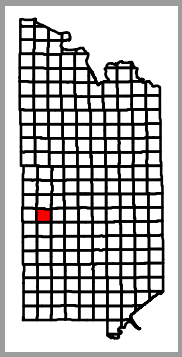
Address: 318 41st St E
Hibbing, MN 55746



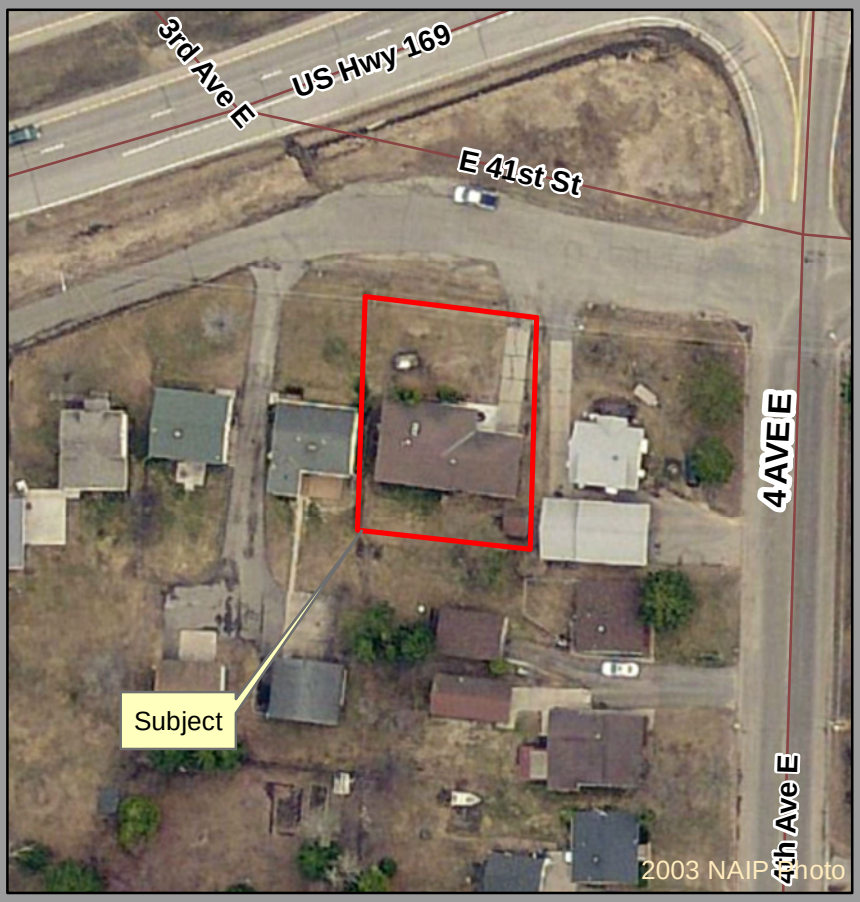
City of Hibbing Sec: 30 Twp: 57 Rng: 20

Commissioner District # 7

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



St. Louis County, Minnesota



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St. Louis County Land Department

April 2015

Repurchase of State Tax Forfeited Land – Temple Corp Inc.

BY COMMISSIONER: _____

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

WHEREAS, The applicant, Temple Corp Inc. of Duluth, MN, has applied to repurchase state tax forfeited land legally described as:

CITY OF DULUTH
LOT: 0032 BLOCK: 000
DULUTH PROPER 1ST DIVISION EAST 2ND STREET
010-0950-00870

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

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

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the repurchase application by Temple Corp Inc. of Duluth, MN, on file in County Board File No.___, subject to payments including total taxes and assessments of $62,994.18, service fee of $114, deed tax of $207.88, deed fee of $25, and recording fee of $46; for a total of $63,387.06, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

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

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

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

CITY OF DULUTH, LOT: 0032 BLOCK:000, DULUTH PROPER 1ST DIVISION EAST 2ND STREET

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

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

That such taxes became delinquent in 2010 and remained delinquent and unpaid for the subsequent years of: 2011,2012,2014

That pursuant to Minnesota Statues, the total cost of repurchase $63,046.70 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. **Please contact our office at 218-726-2606 for the current amount due which increases monthly.**

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

FINANCIAL OBLIGATIONS

Please check the appropriate box below:

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

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s): ERIC J. RINGSRED, PRESIDENT TEMPLE CORP INC

Are you currently in active military service? _____

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

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

Dated: 3.20 20 15

By: _____ (Signature)

Address: 701 W ARROWHEAD Rd

City: Duluth State: MN Zip: 55811

Phone: (218) 260-3099

(218) 393-0108

St. Louis County Land Department
Tax Forfeited Land Sales

Repurchase of Property

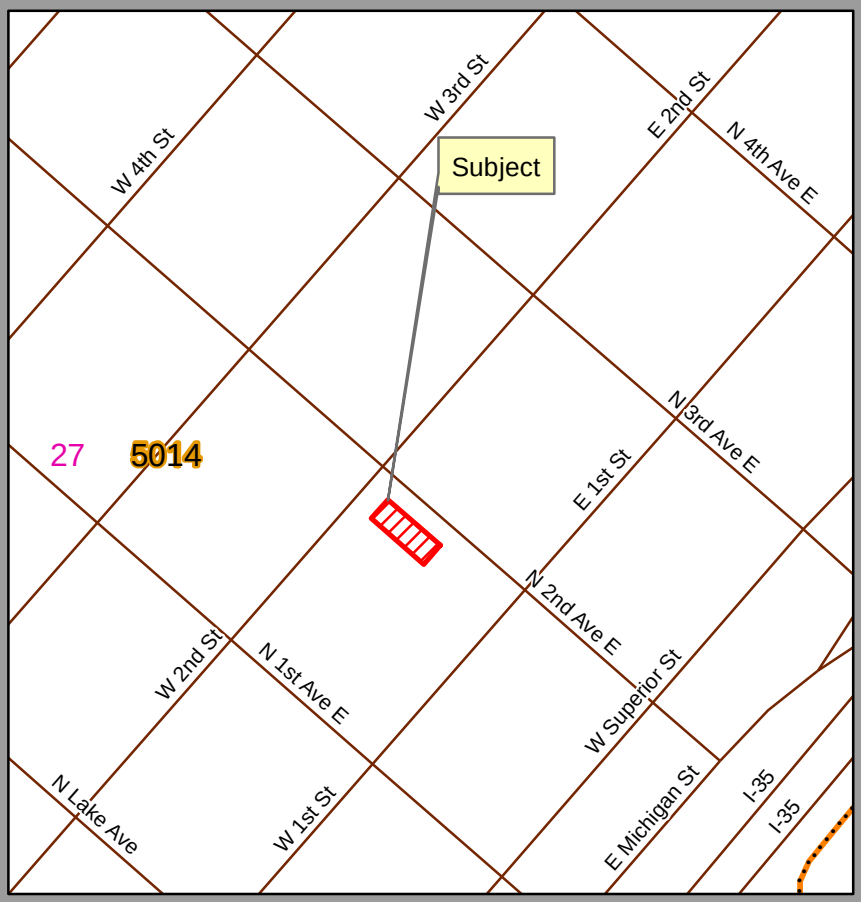
Legal : CITY OF DULUTH
LOT: 0032 BLOCK:000
DULUTH PROPER 1ST DIVISION
EAST 2ND STREET

Parcel Code : 010-0950-00870

LDKEY : 120391

Acres:

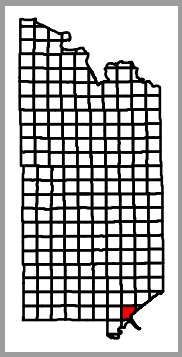
Address: 117 N 2nd Ave E
Duluth, MN 55805



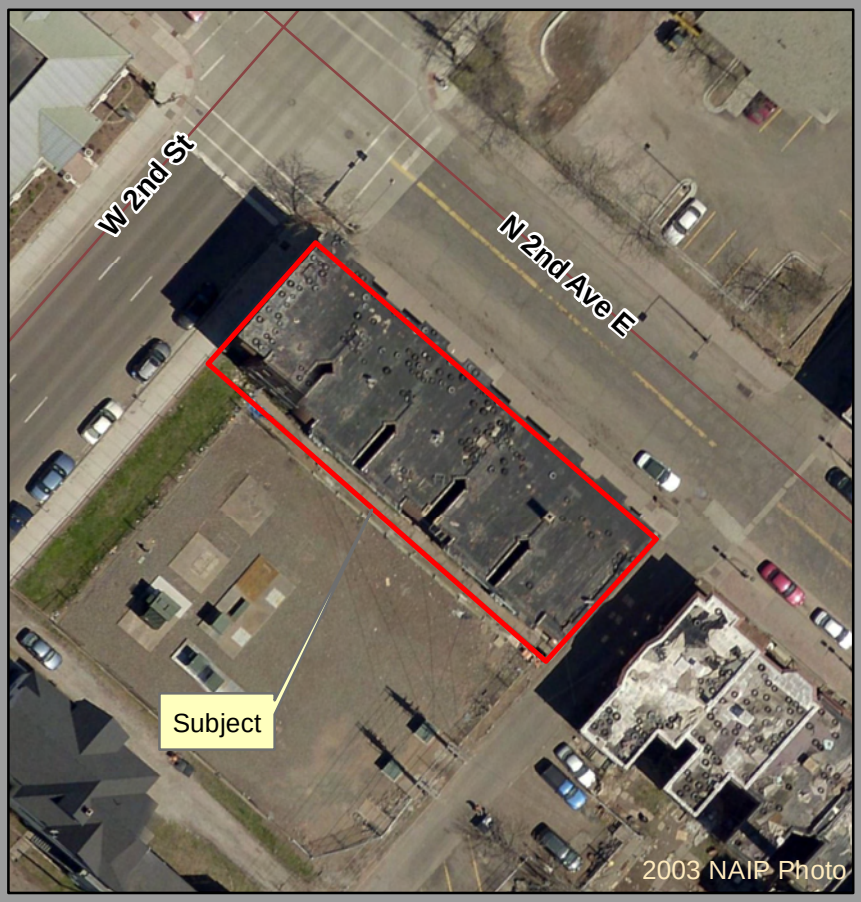
City of Duluth Sec: 27 Twp: 50 Rng: 14

Commissioner District # 1

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



St. Louis County, Minnesota



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St. Louis County Land Department

April 2015

Repurchase of State Tax Forfeited Land - Koski

BY COMMISSIONER: _____

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

WHEREAS, The applicant, Jess Koski of Duluth, MN, has applied to repurchase state tax forfeited land legally described as:

TOWN OF ALDEN
SW 1/4 OF SW 1/4
SEC 25 TWP 53 RGE 12
210-0010-04560

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

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

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the repurchase application by Jess Koski of Duluth, MN, on file in County Board File No.___, subject to payments including total taxes and assessments of $2,935.21, service fee of $114, deed tax of $9.69, deed fee of $25, and recording fee of $46; for a total of $3,129.90, to be deposited into Fund 240 (Forfeited Tax Fund).

APPLICATION FOR REPURCHASE OF TAX FORFEITED LANDS

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

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

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

TOWN OF ALDEN, SW 1/4 OF SW 1/4, Sec 25 Twp 53 Rge 12

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

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

That such taxes became delinquent in 2008 and remained delinquent and unpaid for the subsequent years of: 2009,2010,2011,2012,2013,2014

That pursuant to Minnesota Statues, the total cost of repurchase $3,112.66 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. **Please contact our office at 218-726-2606 for the current amount due which increases monthly.**

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

Uninsured house fire at that address resulted in financial set-backs up to present. I am now prepared to make regular payments.

Please check the appropriate box below:

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

APPLICANT REQUESTS THAT REPURCHASE BE MADE IN THE NAME OF:

Name (s):

Are you currently in active military service? NO

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

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

Dated: 3/17 2015

By: Jess M. Koski
(Signature)

Address: 123 W. Owatonna St.

City: Duluth State: MN Zip: 55805

Phone: 218-830-2389

St. Louis County Land Department
Tax Forfeited Land Sales

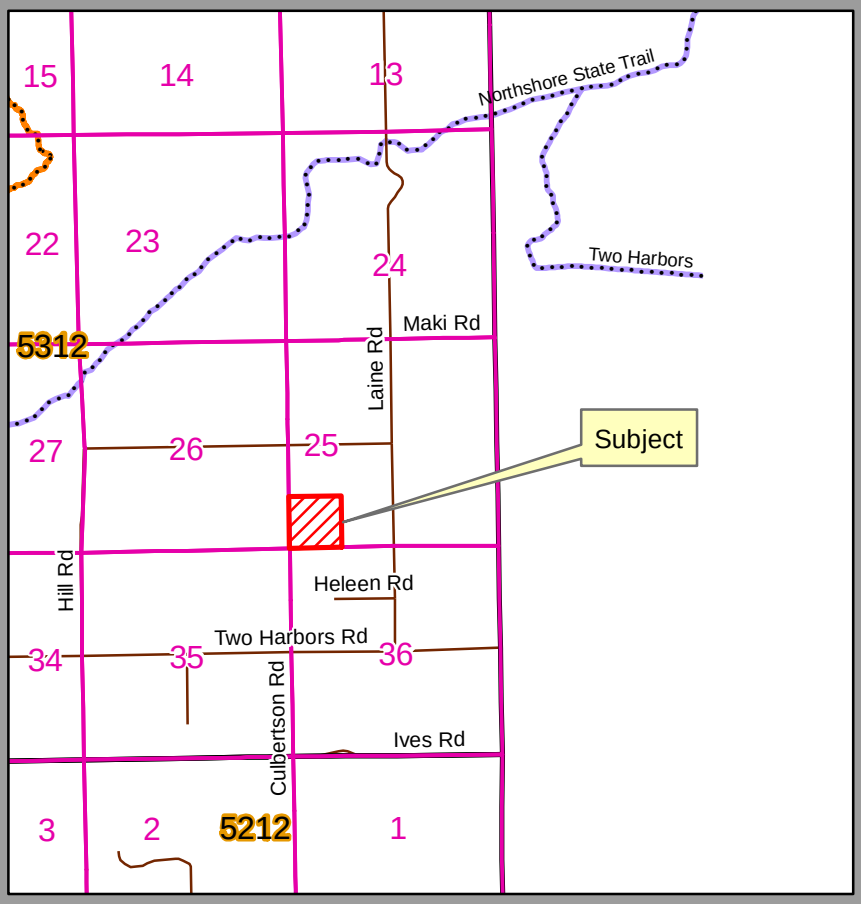
Repurchase of Property

Legal : TOWN OF ALDEN
SW 1/4 OF SW 1/4
Sec 25 Twp 53 Rge 12

Parcel Code : 210-0010-04560

LDKEY : 120592

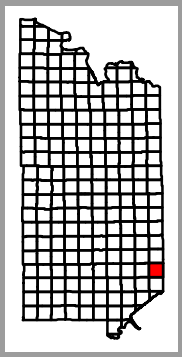
Acres: 40.00



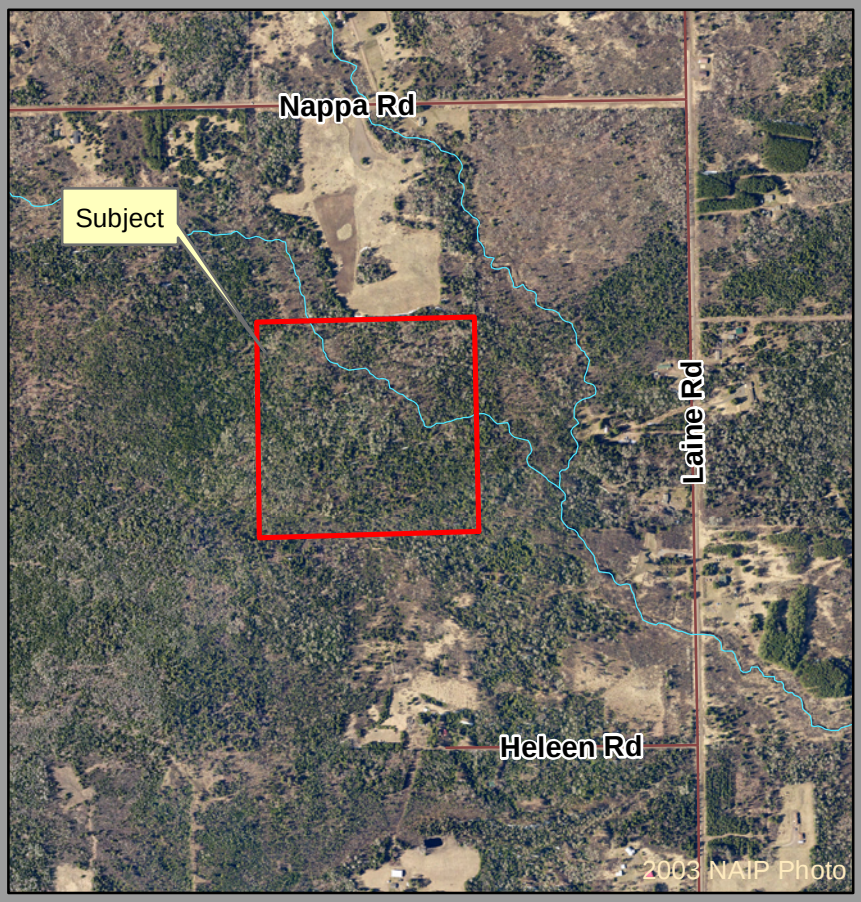
Town of Alden Sec: 25 Twp: 53 Rng: 12

Commissioner District # 5

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



St. Louis County, Minnesota



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St. Louis County Land Department

April 2015

BOARD LETTER NO. 15 - 127

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 8

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Reclassification to 'Non-Conservation' and Special Sale to Judge Mining, LLC (Morse Township)**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENTAL GOAL:
Financial return to the county and taxing districts.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the sale of state tax forfeited land located in Morse Township to Judge Mining, LLC.

BACKGROUND:
Judge Mining, LLC holds 1/12 interest in this +/- 1.4 acre parcel located on Shagawa Lake in Morse Township. They have requested the Land and Minerals Department to sell its 11/12 interest. The Land and Minerals Department sought and received special legislation to sell this 11/12 interest by private sale (2014 MN Session Laws, Chapter 217). The Department has determined that the county's land management interests would best be served if the land were returned to private ownership.

RECOMMENDATION:
It is recommended that the St. Louis County Board reclassify the land as 'non-conservation' and approve the sale of state tax forfeited land to Judge Mining, LLC for the appraised value of $70,000 plus the following fees: 3% assurance fee of $2,100, deed fee of $25, deed tax of $231, recording fee of $46, and appraisal fee of $600, for a total of $73,002, to be deposited into Fund 240 (Forfeited Tax Fund).

Reclassification to 'Non-Conservation' and Special Sale to Judge Mining, LLC (Morse Township)

BY COMMISSIONER_____

WHEREAS, Pursuant to Laws of Minnesota 2014, Chapter 217, St. Louis County may sell by private sale the tax forfeited lands bordering public waters described as:

Town of Morse
UND 11/12 LOT 4
Sec 29 Twp 63 Rge 12 +/- 1.4 acres
Parcel Code: 465-0020-04195
LDKey: 113392

WHEREAS, The Land and Minerals Department recommends that the parcel to be sold 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, This parcel of land is 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 parcel 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 clerk of the municipality or town in which the parcel is located; and

WHEREAS, This parcel of land has not been withdrawn from sale pursuant to Minn. Stat. § 85.012, 92.461, 282.01, Subd. 8; and 282.018, and other statutes that require the withholding of state tax forfeited lands from sale;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board reclassifies the land as non-conservation and approves the sale of state tax forfeited land, as described, to Judge Mining, LLC for the appraised value of $70,000 plus the following fees: 3% assurance fee of $2,100, deed fee of $25, deed tax of $231, recording fee of $46, and appraisal fee of $600, for a total of $73,002, to be deposited into Fund 240 (Forfeited Tax Fund).

St. Louis County Land Department
Tax Forfeited Land Sales

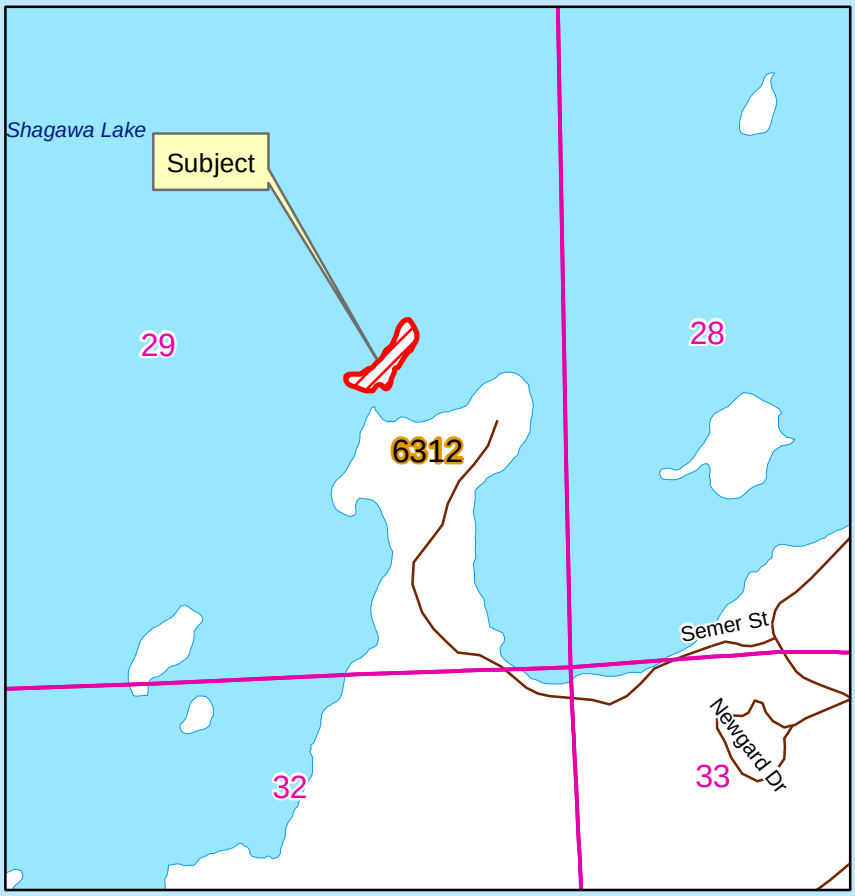
Special Sale

Legal : TOWN OF MORSE
UND 11/12 LOT 4
Sec/Twp/Rge : 29 63.0 12

Parcel Code : 465-0020-04195

LDKEY : 112292

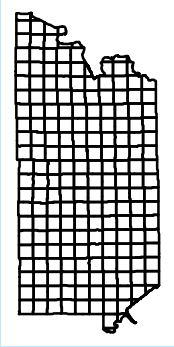
Acres: 2.25



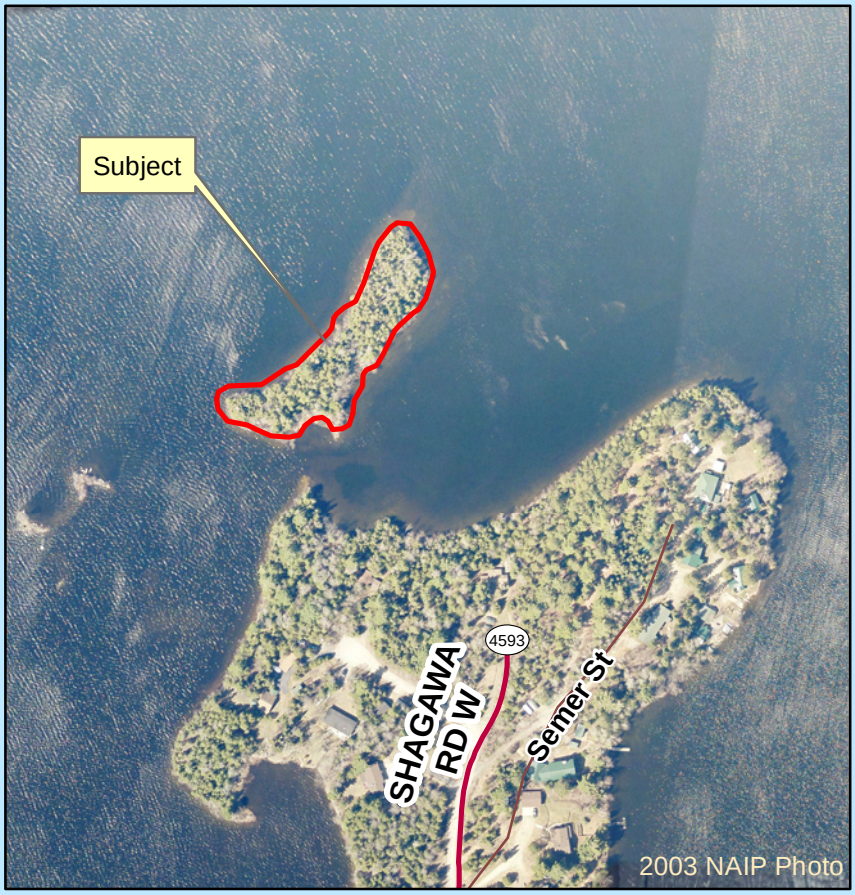
Town of Morse Sec: 29 Twp: 63 Rng: 12

Commissioner District # 4

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



St. Louis County, Minnesota



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St. Louis County Land Department

April 2015

BOARD LETTER NO. 15 - 128

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 9

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Reclassification to 'Non-Conservation' and Special Sale to William Mahai (Duluth)**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENTAL GOAL:
Financial return to the county and taxing districts.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the sale of state tax forfeited land located in the city of Duluth to William Mahai of Duluth, MN.

BACKGROUND:
An occupancy trespass was discovered by the Land and Minerals Department. The Land and Minerals Department sought and received special legislation in 2014 to sell to Mr. Mahai directly to resolve the trespass (2014 MN Session Laws, Chapter 217, Section 28). Mr. Mahai and his attorney have reviewed the appraised value and fees and have agreed to acquire this parcel.

RECOMMENDATION:
It is recommended that the St. Louis County Board reclassify the land as 'non-conservation' and approve the sale of state tax forfeited land to William Mahai for the appraised value of $7,500 plus the following fees: 3% assurance fee of $225, deed fee of $25, deed tax of $24.75, recording fee of $46, and appraisal fee of $800, for a total of $8,620.75, to be deposited into Fund 240 (Forfeited Tax Fund).

Reclassification to ‘Non-Conservation’ and Special Sale to William Mahai (Duluth)

BY COMMISSIONER _____

WHEREAS, Pursuant to Laws of Minnesota 2014, Chapter 217, St. Louis County may sell by private sale the tax forfeited lands described as;

SELY 30 FT OF NWLY 100 FT LOTS 12 TO 16 SOO RY LEASE NO 7841
BLOCK 15, MARINE DIVISION OF DULUTH
Parcel Code: 010-3190-02310

WHEREAS, The Land and Minerals Department recommends that the parcel to be sold 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, This parcel of land is 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 parcel 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 clerk of the municipality or town in which the parcel is located; and

WHEREAS, This parcel of land has not been withdrawn from sale pursuant to Minn. Stat. § 85.012, 92.461, 282.01, Subd. 8; and 282.018, and other statutes that require the withholding of state tax forfeited lands from sale;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board reclassifies the land as ‘non-conservation’ approves the sale of state tax forfeited land, as described, to William Mahai for the appraised value of $7,500 plus the following fees: 3% assurance fee of $225, deed fee of $25, deed tax of $24.75, recording fee of $46, and appraisal fee of $800, for a total of $8,620.75, to be deposited into Fund 240 (Forfeited Tax Fund).

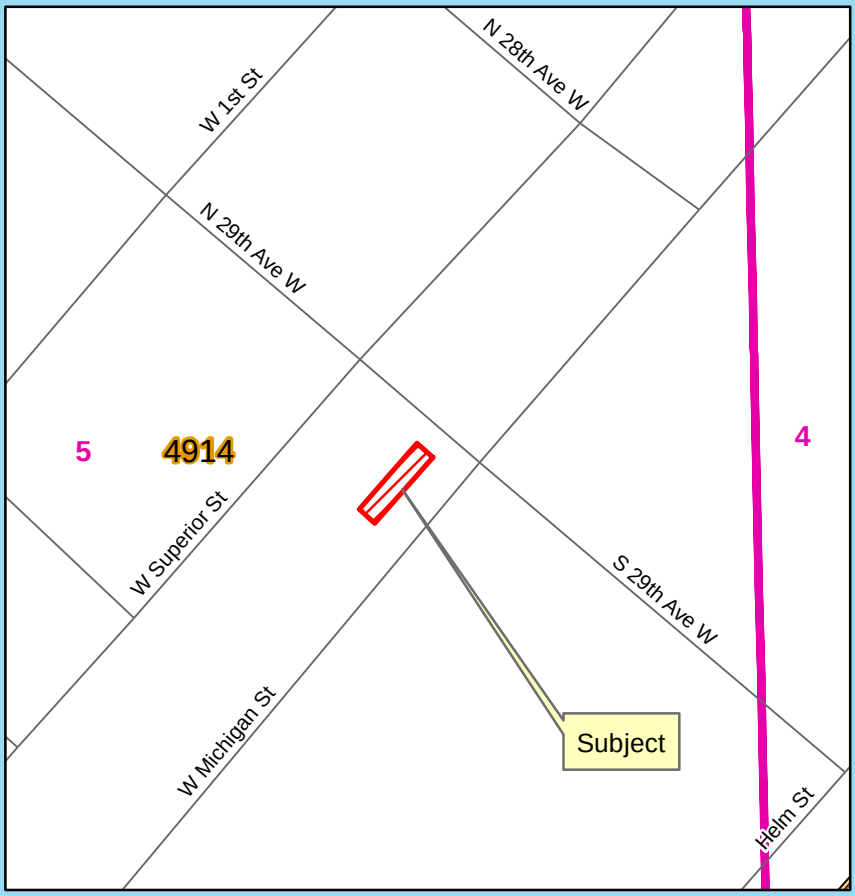
St. Louis County Land & Minerals Department
Tax Forfeited Land Sales

Special Sale

Legal : CITY OF DULUTH
SELY 30 FT OF NWLY 100 FT LOTS
12 TO 16 SOO RY LEASE NO 7841
BLOCK 15, MARINE DIVISION OF DULUTH

Parcel Code : 010-3190-02310

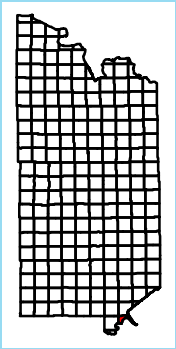
LDKEY : 103029



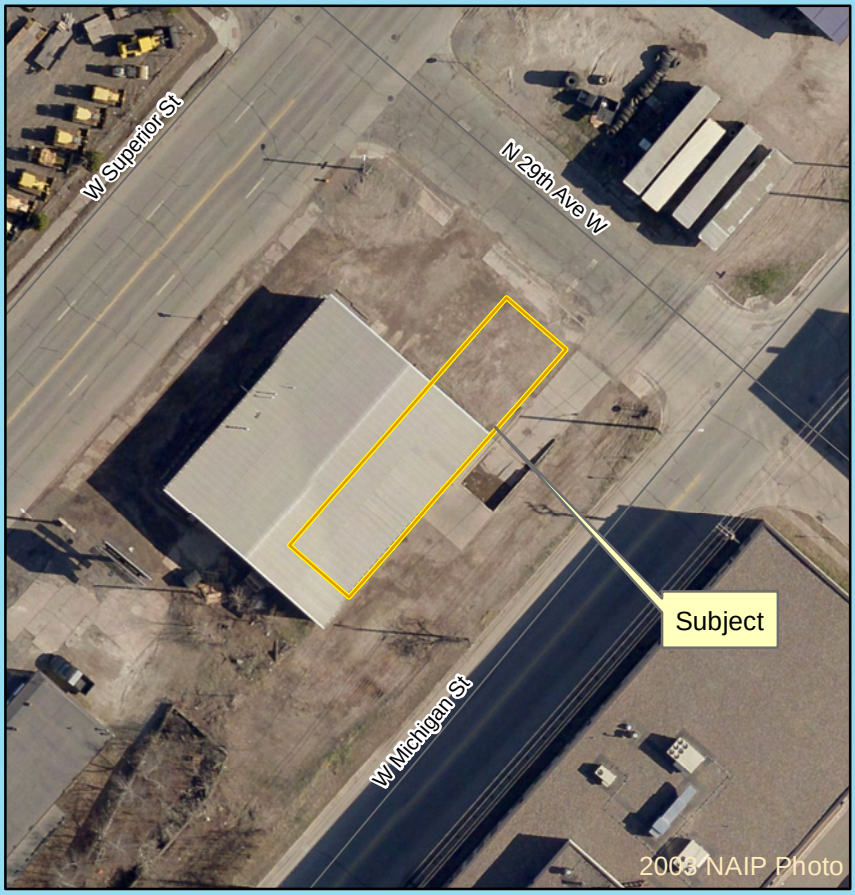
City of Duluth Sec: 5 Twp: 49 Rng: 14

Commissioner District # 3

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



St. Louis County, Minnesota



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St. Louis County Land & Minerals Department

June 2014

BOARD LETTER NO. 15 - 129

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 10

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Removal and Cleanup of Abandoned Personal Property**

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

Mark Weber, Director
Land and Minerals

Donald Dicklich
County Auditor/Treasurer

RELATED DEPARTMENTAL GOAL:
Performing public services.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the disposal of personal property on state tax forfeited lands.

BACKGROUND:
The county board must approve, by resolution, the seizure and the sale of any abandoned personal property on state tax forfeited land (Minn. Stat. § 282.04, Subd. 2). The seizure and sale of the personal property must be completed before the sale and/or clean up of the state tax forfeited land itself.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the disposal of abandoned personal property. Removal of the property will make the properties more attractive for sale, and potentially generate some revenue from that disposal, while cleaning up state tax forfeited land.

Removal and Cleanup of Abandoned Personal Property

BY COMMISSIONER _____

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

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

WHEREAS, The previous owners of the properties will be properly notified by posting of property or by mail;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the County Auditor to dispose of abandoned personal property from the state tax forfeited properties described in County Board File No. _____.

New Tax Forfeitures - Nonplatted Lands

30-Dec-14

Township (T-R-S)			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
49	14	7	THAT PART OF NE1/4 OF NE1/4 SEC 7 49 14 LYING N OF N LINE OF 5TH ST AND W OF A LINE PARALLEL WITH THE EXTENDED E LINE OF SAID LOT 7 BLK 6 AND 4 FT THEREFROM GRAND CENTRAL DIV OF DULUTH	10	2700	445	0	N	12/10/2014	120447
49	15	10	SE 1/4 OF SE 1/4 EX MINN POWER AND LT CO RT OF W 4.06 ACRES AND EXCEPT PART PLATTED AS HILLSIDE GARDEN TRACTS	185	240	640	2.5	N	12/10/2014	120588
49	15	25	LOT 2 EX E1/2	10	2746	500	6.25	N	12/10/2014	120448
49	15	30	THAT PART OF NW 1/4 OF NE 1/4LYING N OF DW & P RY, S OF HWY 61	450	10	4515	0.94	N	12/10/2014	120626
50	15	23	W1/2 OF NW1/4 OF NW1/4 EX NLY 320 FT OF WLY 330 FT AND EX PART PLATTED AS RIO VISTA & EX NLY 370 FT LYING E OF WLY 330 FT	395	10	6190	10.69	N	12/10/2014	120621
50	15	23	N1/2 OF SW1/4 OF NW1/4 EX PART PLATTED AS RIO VISTA	395	10	6210	14.94	N	12/10/2014	120622
50	16	28	SE1/4 OF NE1/4 OF SW1/4	530	10	5298	10	N	12/10/2014	120648
50	16	35	SLY 420 FT OF NW1/4 OF SW1/4 EX RY ROW AND EX PART LYING ELY OF RY ROW	530	10	6543	8.29	N	12/10/2014	120649
50	18	12	LOT 2 EX RY R OF W 1 70/100 AC	535	10	1800	17.8	N	12/10/2014	120650

Stock Piles: Description is Highlighted

Township (T-R-S)			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
50	20	30	PART OF LOTS 7 AND 8 COMM AT NW COR OF LOT 7 THENCE N89DEG06'14"E INITIAL BEARING ASSIGNED ALONG N LINE OF LOT 7 834.80 FT TO PT OF BEG THENCE ON A BEARING OF S 1043.50 FT THENCE N88DEG43'18"E PARALLEL WITH S LINE OF LOT 7 481.13 FT TO PT OF INTERSECTION WITH THE LINE COMMON TO LOT 7 & LOT 8 THENCE CONT N88DEG43' 18"E PARALLEL WITH S LINE OF LOT 8 TO THE INTERSECTION WITH WLY LINE OF 33 FT WIDE EASEMENT THENCE N07DEG32'58"W 118.26 FT ALONG WLY LINE OF SAID EASEMENT THENCE N82DEG27'02" E 33 FT TO ELY LINE OF SAID 33 FT WIDE EASE- MENT THENCE N36DEG46'01"E 536 FT MORE OR LESS TO WATERS EDGE OF PRAIRIE LAKE THENCE NWLY ALONG WATERS EDGE OF PRAIRIE LAKE TO N LINE OF LOT 7 THENCE S89DEG06'14"W ALONG N LINE TO PT OF BEG	355	10	4825	12.14	N	12/10/2014	120613
51	12	2	E 208 FT OF S 416 FT OF SW 1/4 OF NE 1/4	315	10	186	2	N	12/10/2014	120604
51	12	18	S1/2 OF NE1/4 OF SE1/4 EX RY R OF W 20/100 AC EX HWY RT OF WAY 9 18/100 ACRES AND EX PART LYING NWLY OF HIGHWAY	315	10	2250	4.4	N	12/10/2014	120605
51	12	18	THAT PART OF SE 1/4 OF SE 1/4 LYING N OF THE RY RT OF WAY EX HWY RT OF WAY 4 70/100 ACRES EX PART NWLY OF HIGHWAY	315	10	2370	13.63	N	12/10/2014	120606
51	13	13	NW 1/4 OF SE 1/4	415	10	3760	40	N	12/10/2014	120624
51	14	20	W 1/2 OF NE 1/4 OF NE 1/4 OF NE 1/4	520	15	10	5	N	12/10/2014	120641
51	14	20	S1/2 OF NE1/4 OF NE1/4	520	15	30	20	N	12/10/2014	120642
51	15	20	N1/2 OF S1/2 OF SW1/4 OF NW 1/4	280	13	850	10	N	12/10/2014	120600

Stock Piles: Description is Highlighted

Township (T-R-S)			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
51	15	33	SE1/4 OF NW1/4 EXCEPT NORTH 990 FEET OF WEST 330 FEET AND EXCEPT SOUTH 333 FEET OF WEST 330 FEET AND EXCEPT SOUTHERLY 440 FEET OF E1/2 OF SW1/4 OF SE1/4 OF NW1/4 & SOUTHERLY 440 FEET OF W1/2 OF W1/2 OF SE1/4 OF SE1/4 OF NW1/4 AND EXCEPT ALL THAT PART OF SE1/4 OF NW1/4 LYING EASTERLY AND NORTHERLY OF THE FOLLOWING LINE: BEGINNING AT THE SE CORNER OF SAID SE1/4 OF NW1/4, THENCE S89DEG32'01"W ALONG THE SOUTH LINE A DISTANCE OF 494.42 FT; THENCE N0DEG09'07"W ALONG THE WEST LINE OF THE E1/2 OF THE W1/2 OF THE SE1/4 OF SE1/4 OF NW1/4 A DISTANCE OF 454.18 FT; THENCE N89DEG 35'12"W ALONG THE SOUTH LINE OF THE NORTHERLY 880 FEET A DISTANCE OF 493.72 FEET; THENCE N0DEG06'56"W ALONG THE EAST LINE OF THE WEST- ERLY 330 FEET A DISTANCE OF 880.01 FEET TO THE NORTH LINE OF THE SE1/4 OF NW1/4 AND THERE TERMINATING	280	30	1081	0.29	N	12/10/2014	120601
51	16	19	W 660 FT OF LOT 5	380	10	3970	18	N	12/10/2014	120618
52	13	32	NE 1/4 OF SE 1/4	485	10	5390	40	N	12/10/2014	120637
52	14	17	ELY 900 FT OF NLY 325 FT OF SLY 1200 FT OF SE1/4 OF NW1/4	375	10	2956	6.73	N	12/10/2014	120614
52	14	36	LOT 3	375	10	7490	0.31	N	12/10/2014	120615
52	20	32	E 1/2 OF SW 1/4 OF NW 1/4 EX THAT PART LY ING N AND W OF STATE HWY NO 73	555	10	5275	0.9	N	12/10/2014	120651
53	12	24	NE1/4 OF SE1/4 OF SE1/4	210	10	4423	10	N	12/10/2014	120591
53	12	25	SW 1/4 OF SW 1/4	210	10	4560	40	N	12/10/2014	120592
53	12	36	NW 1/4 OF NW 1/4	210	10	6530	40	N	12/10/2014	120593
54	16	4	GOVT LOT 2 EX ELY 1000 FT OF NLY 1100 FT & EX SLY 220 FT	305	10	542	8.28	N	12/10/2014	120602
54	16	26	SW 1/4 OF NE 1/4	305	10	4220	40	N	12/10/2014	120603
55	21	8	NE 1/4 OF NE 1/4 EX RY RT OF W 1 79/100 ACRES AND EX 1 90/100 ACRES FOR HWY NO 73 AND NW 1/4 OF NE 1/4	752	10	1220	76.31	N	12/10/2014	120660
57	15	8	NE1/4 OF NE1/4 EX .35 AC AT NE COR & EX N 660 FT OF E 660 FT	570	11	570	30	N	12/10/2014	120652

Stock Piles: Description is Highlighted

Township (T-R-S)			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
57	20	29	NW 1/4 OF NW 1/4 EX W 770 FT	139	20	3980	15	N	12/10/2014	120539
57	20	32	NW1/4 OF NW1/4 EX BEG AT NW COR OF FORTY THENCE S87DEG46'14"E ALONG N LINE OF SEC 32 1275.76 FT THENCE S04DEG12'07"W 300.18 FT THENCE N87DEG46'14"W 1275.76 FT TO W LINE OF NW1/4 THENCE N04DEG12'07"E ALONG W LINE 300.18 FT TO PT OF BEG	141	20	4570	31.21	N	12/10/2014	120570
57	21	15	A PIECE OR PARCEL OF LAND LOCATED IN THE SW1/4 OF THE SW1/4 OF SEC15 TWSHP 57 N RANGE 21 W OF THE FOURTH PRINCIPAL MERIDIAN ST LOUIS CO MN DESCRIBED AS FOLLOWS TO-WIT BEG AT A PT IN THE W LINE OF THE SW1/4 OF THE SW1/4 OF SEC 15 1170.63 FT NLY FROM THE SW COR THEREOF THENCE SELY IN A STRAIGHT LINE MAKING AN ANGLE OF 68 DEG WITH THE W LINE OF SAID SW1/4 OF THE SW1/4 OF SEC 15 A DIST A 52.02 FT TO THE TRUE PT OF BEG THENCE CONTINUING SELY IN THE LAST DESCRIBED COURSE A DIST OF 466 FT TO A PT IN THE WLY R.O.W. LINE OF THE GREAT NORTHERN RR THENCE NELY ALONG SAID R.O.W. LINE MAKING AN ANGLE OF 83 DEG 17' WITH THE LAST DESCRIBED LINE A DIST OF 95.9 FT TO A PT THENCE NWLY IN A STRAIGHT LINE MAKING AN ANGLE OF 96 DEG 43' A DISTANCE OF 357.8 FT TO A PT THENCE WLY IN A STRAIGHT LINE MAKING AN ANGLE OF 162 DEG WITH THE LAST DESCRIBED LINE A DIST OF 98 FT TO A PT THENCE SWLY ON THE ARC OF A CURVE TO THE RIGHT WITH A RADIUS OF 272.23 FT THE TANGENT TO SAID CURVE MAKING AN ANGLE OF 104 DEG 13' WITH THE LAST DESCRIBED LINE A DIST OF 65.07 FT TO THE TRUE PT OF BEG CONTAINING .96 AC MORE OR LESS	141	50	2340	0.96	N	12/10/2014	120571
57	21	25	S 1/2 OF S 1/2 OF S 1/2 OF N 1/2 OF SE 1/4 OF NE 1/4	139	50	4772	2.5	N	12/10/2014	120540

Stock Piles: Description is Highlighted

Township (T-R-S)			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
58	17	17	DM&N ROW ACROSS W1/2 OF SEC 17 EX PART IN SE1/4 OF NW1/4 EX THAT PART OF NE1/4 OF NW1/4 COMM AT SE COR OF PLAT OF ANDERSONS 3RD ADDN VIRG THENCE N00DEG01'39"E ALONG E LINE OF PLAT 677.76 FT THENCE S88DEG32'00"W ALONG CENTERLINE OF ALLEY 512.58 FT TO PT OF BEG THENCE CONT S88DEG32'00"W 103.78 FT TO WLY LINE OF DM&IR RY ROW THENCE S34DEG29'01"W ALONG ROW 158.27 FT THENCE N88DEG52'57"E 122.99 FT TO ELY LINE OF DM&IR RY ROW THENCE N34DEG29'01"E ALONG ROW 125.33 FT THENCE N01 DEG11'06"W 27.41 FT TO PT OF BEG & EX COMM AT SE COR OF PLAT OF ANDERSONS 3RD ADDN TO VIRG ALSO BEING SE COR OF NE1/4 OF NW1/4 THENCE N00DEG01'39"E ALONG E LINE OF SAID PLAT 677.76 FT TO THE BLOCK COR AT INTERSECTION OF BLK 3 ALLEY AND SAID E LINE THENCE S88DEG 32'00"W ALONG CENTERLINE OF ALLEY 512.58 FT TO PT OF BEG THENCE CONT S88DEG32'00"W 103.78 FT TO WLY LINE OF DM&IR RY ROW THENCE N34DEG 29'01"E ALONG ROW 158.12 FT THENCE N88DEG32' 00"E 11.58 FT THENCE S01DEG11'06"E 128 FT TO PT OF BEG EX COMM AT NE COR OF NE1/4 OF NW1/4 THENCE S00DEGOO'53"E ALONG E LINE OF FORTY 768.02 FT TO THE EXTENSION OF S R.O.W. LINE OF 11TH ST IN THE PLAT OF ANDERSONS THIRD ADD TO VIRGINIA THENCE S88DEG25'55"W ALONG S LINE 609.35 FT TO W COR ON N LINE OF LOT 16 BLK 11 OF SAID PLAT THENCE N89DEG09'30"W 19.18 FT TO PT OF BEG THENCE S88DEG29'54"W 123.29 FT THENCE S34DEG17'39"W 562.14 FT THENCE N89DEG 57'38"E 121.10 FT THENCE N34DEG17'39"E 565.95 FT TO PT OF BEG & EX PART OF NE1/4 OF NW1/4 BEING PART OF A PARCEL IN NE1/4 OF NW1/4 SEC 17 & THE SE1/4 OF SW1/4 SEC 8 DESC AS FOLLOWS COMM AT THE NE COR OF NE1/4 OF NW1/4 THENCE S 0DEG00'55"E ALONG THE E LINE OF NE1/4 OF NW1/4 259.83 FT TO AN EXTENSION OF THE S LINE OF THE BLOCK 2 ALLEY IN ANDERSONS THIRD ADD TO VIRGINIA THENCE S88DEG25'55"W ALONG SAID EXTENSION & SAID S LINE 275.65 FT TO THE PT OF BEG THENCE CONT S88DEG25'55"W 122.45 FT THENCE N34DEG17'39"E 335.28 FT TO THE N LINE OF NE1/4 OF NW1/4 THENCE N88DEG17'50"W ALONG SAID N LINE	90	180	880	10.89	N	12/10/2014	120523

Stock Piles: Description is Highlighted

Township (T-R-S)	Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
	59.82 FT TO A NON-TANGENTIAL CIRCULAR CURVE CONCAVE TO THE W THENCE NLY ALONG SAID CURVE WITH A DELTA ANGLE OF 33DEG 20'46" A RADIUS OF 1038.85 FT AND A CHORD BEARING OF N14DEG33'01"E 604.61 FT THENCE N 1 DEG 56'49"W 366.38 FT THENCE N88DEG03'11"E 100 FT TO THE E LINE OF SAID SE1/4 OF SW1/4 THENCE S1DEG56'49"E ALONG E LINE 780.88 FT THENCE S88DEG31'50"W 44.25 FT TO A NON-TANGENTIAL CIRCULAR CURVE CONCAVE TO THE W THENCE SLY ALONG SAID CURVE WITH A DELTA ANGLE OF 9'04'18" A RADIUS OF 1161.85 FT AND A CHORD BEARING OF S22DEG47'42"W 183.96 FT TO THE S LINE OF SE1/4 OF SW1/4 THENCE S88DEG17' 50"E ALONG S LINE 30.11 FT THENCE S34DEG17' 39"W 326.92 FT TO THE PT OF BEG & EX PART OF NE1/4 OF NW1/4 COMM AT NE COR THENCE S0DEG00' 53"E ALONG THE E LINE OF SAID FORTY 445.90 FT TO THE EXTENSION OF THE S RIGHT OF WAY LINE OF 10TH ST S IN THE PLAT OF ANDERSONS THIRD ADDITION TO VIRGINIA THENCE S88DEG25'55"W ALONG S LINE 405.06 FT TO THE PT OF BEG THENCE CONT S88DEG25'55"W 42.02 FT THENCE S 1 DEG14'16"E 58.59 FT THENCE N34DEG17'39"E 72.30 FT TO THE PT OF BEG & EX PART OF N1/2 OF NW1/4 COMM AT THE NE COR OF NE1/4 OF NW1/4 THENCE S0DEG00'53"E ALONG THE E LINE OF NE1/4 OF NW1/4 768.02 FT TO THE EXTENSION OF THE S RT OF WAY LINE OF 11TH ST S IN THE PLAT OF ANDERSONS THIRD ADDITION TO VIRGINIA THENCE S 88DEG25'55"W ALONG SAID S LINE 609.35 FT TO THE W COR ON THE N LINE OF LOT 16 BLK 11 OF SAID PLAT THENCE N89DEG09'30"W 19.18 FT THENCE S88DEG29'54"W 123.29 FT THENCE S34DEG 17'39"W 81.63 FT TO THE PT OF BEG THENCE CONT S34DEG17'39"W 247.82 FT TO A NON TANGENTIAL CIRCULAR CURVE CONCAVE TO THE N THENCE WLY ALONG SAID CURVE WITH A DELTA ANGLE OF 35 DEG 35'34" A RADIUS OF 666.00 FT AND A CHORD BEARING OF S86DEG05'47"W 413.73 FT TO A NON TANGENTIAL CIRCULAR CURVE CONCAVE TO THE W THENCE NLY ALONG SAID CURVE WITH A DELTA ANGLE OF 7DEG40'28" A RADIUS OF 607.84 FT AND A CHORD BEARING OF N41DEG21'31"W 81.42 FT THENCE							

Township (T-R-S)			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
			N43DEG17'47"W 276.99 FT TO A NON TANGENTIAL CIRCULAR CURVE CONCAVE TO THE N THENCE ELY ALONG SAID CURVE WITH A DELTA ANGLE OF 81DEG09'45" A RADIUS OF 566.00 FT AND A CHORD BEARING OF N87DEG35'56"E 801.77 FT TO THE PT OF BEG & EX THAT PART OF N1/2 OF NW1/4 BEG AT NW COR OF NW1/4 THENCE S87DEG47' 17"E ON AN ASSUMED BEARING ALONG N LINE 69.69 FT TO NWLY EXTENSION OF SWLY LINE OF LOT 26 BLK 11 ANDERSONS 2ND ADD TO VIRGINIA THENCE **FOR REST OF EX GO TO PARCEL 90-180-893&849							
58	20	12	UND 7/60 SE 1/4 OF SW 1/4	235	10	2040	40	Y	12/10/2014	120594
58	20	12	UND 7/60 NW 1/4 OF SE 1/4	235	10	2060	40	Y	12/10/2014	120595
58	20	12	UND 7/60 SW 1/4 OF SE 1/4	235	10	2070	40	Y	12/10/2014	120596
58	20	13	UND 7/60 NE 1/4 OF NE 1/4	235	10	2092	40	Y	12/10/2014	120597
58	20	22	S 1/2 OF SE 1/4 OF NW 1/4 EX RY R/W 39/100 AC - SURFACE ONLY	20	210	370	19.61	N	12/10/2014	120494
60	15	5	NW 1/4 OF SW 1/4 EX 3 20/100 AC FOR HWY	330	10	580	36.8	N	12/10/2014	120610
60	15	11	SW 1/4 OF NE 1/4 EX S 1/2	330	10	1370	20	N	12/10/2014	120611
60	16	8	SW1/4 OF SW1/4 EX 5.70 ACRES FOR ROAD	505	15	900	34.3	N	12/10/2014	120639
60	16	17	NW1/4 OF NW1/4 EX 2.65 AC FOR RD	505	15	2320	37.35	N	12/10/2014	120640
60	17	25	ELY 290 FT OF WLY 570 FT OF W1/2 OF NE1/4	525	10	3152	17.56	N	12/10/2014	120647
61	12	13	UND 5/192 SE 1/4 OF SE 1/4	610	10	1960	40	Y	12/10/2014	120653
61	13	6	UND 1/4 NE1/4 OF SW1/4	625	10	822	40	Y	12/10/2014	120655
61	13	6	UND 1/4 SE1/4 OF SW1/4	625	10	852	40	Y	12/10/2014	120656
61	19	22	N1/2 OF NE1/4 OF SE1/4	200	10	3530	20	N	12/10/2014	120590
62	12	11	SW 1/4 OF NE 1/4	465	10	1580	40	N	12/10/2014	120627
62	13	3	UND 11/128 LOT 2	465	30	373	40.32	Y	12/10/2014	120628
62	13	3	UND 11/128 LOT 3	465	30	403	39.87	Y	12/10/2014	120629
62	13	3	UND 11/128 LOT 4	465	30	413	39.42	Y	12/10/2014	120630
62	14	4	UND 1/32 LOT 2	317	10	503	40.12	Y	12/10/2014	120607

Stock Piles: Description is Highlighted

Township (T-R-S)			Description	Cvt	Plat	Parcel	Acres	Und	Forfeit Date	Parcel Key
62	14	4	UND 1/32 LOT 3	317	10	534	40.47	Y	12/10/2014	120608
62	18	20	NE 1/4 OF SE 1/4	495	10	2520	40	N	12/10/2014	120638
62	20	2	LOT 4 EX 2 71/100 AC FOR ROAD	430	10	220	49.81	N	12/10/2014	120625
63	13	34	UND 11/128 SW 1/4 OF SE 1/4	465	40	5543	40	Y	12/10/2014	120631
63	13	35	UND 1/32 NE 1/4 OF NE 1/4 EX HWY RT OF W	465	40	5559	39.86	Y	12/10/2014	120632
63	13	35	UND 1/32 NW 1/4 OF NE 1/4	465	40	5574	40	Y	12/10/2014	120633
63	13	35	UND 1/96 NW 1/4 OF NE 1/4	465	40	5576	40	Y	12/10/2014	120634
63	13	35	UND 1/24 NE 1/4 OF NW 1/4	465	40	5604	40	Y	12/10/2014	120635
66	19	14	N 100 FT OF S 325 FT OF LOT 6	278	50	2007	0.76	N	12/10/2014	120599

Acres (Not including undivided interest parcels): 866.15

Acres total of undivided interest parcels: 680.06

Stock Piles: Description is Highlighted

New Tax Forfeitures - Platted Lands

30-Dec-14

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	220	360	BAY VIEW ADDITION TO DULUTH NO 1	3	6	LOT: 0006 BLOCK:003	N	12/10/2014	120366
10	220	390	BAY VIEW ADDITION TO DULUTH NO 1	3	9	LOT: 0009 BLOCK:003	N	12/10/2014	120367
10	220	410	BAY VIEW ADDITION TO DULUTH NO 1	3	0	LOTS 11 THRU 15	N	12/10/2014	120368
10	220	540	BAY VIEW ADDITION TO DULUTH NO 1	4	0	LOTS 9 THRU 15	N	12/10/2014	120369
10	220	2870	BAY VIEW ADDITION TO DULUTH NO 1	18	4	LOT: 0004 BLOCK:018	N	12/10/2014	120370
10	220	2880	BAY VIEW ADDITION TO DULUTH NO 1	18	5	EX 202 SQ FT TAKEN FOR ROAD	N	12/10/2014	120371
10	290	250	BRIGHTON GARDENS 2ND DIVISION DULUTH	2	5	LOT: 0005 BLOCK:002	N	12/10/2014	120372
10	290	970	BRIGHTON GARDENS 2ND DIVISION DULUTH	5	17	LOT: 0017 BLOCK:005	N	12/10/2014	120373
10	310	100	BRISTOL BEACH 2ND DIVISION DULUTH	1	10	LOT: 10 BLOCK:001	N	12/10/2014	120374
10	310	170	BRISTOL BEACH 2ND DIVISION DULUTH	2		LOTS 7 AND 8	N	12/10/2014	120375
10	310	700	BRISTOL BEACH 2ND DIVISION DULUTH	5	10	LOT: 10 BLOCK:005	N	12/10/2014	120376
10	310	750	BRISTOL BEACH 2ND DIVISION DULUTH	6	5	LOT: 0005 BLOCK:006	N	12/10/2014	120377
10	310	810	BRISTOL BEACH 2ND DIVISION DULUTH	7		LOTS 1 AND 5	N	12/10/2014	120378
10	310	910	BRISTOL BEACH 2ND DIVISION DULUTH	8		LOTS 1 AND 5	N	12/10/2014	120379
10	310	1040	BRISTOL BEACH 2ND DIVISION DULUTH	9	0	LOT 4 & 5	N	12/10/2014	120380
10	310	1140	BRISTOL BEACH 2ND DIVISION DULUTH	9	14	LOT: 14 BLOCK:009	N	12/10/2014	120381
10	470	610	CHAMBERS 2ND DIVISION OF DULUTH	2	19	EX PART FOR STREET	N	12/10/2014	120382
10	480	2570	CHANDLER PARK ADDITION TO DULUTH	13		SLY 66 FT OF LOTS 1 THRU 4 AND ALL OF LOTS 5 THRU 15 AND 17 THRU 21	N	12/10/2014	120383
10	480	2920	CHANDLER PARK ADDITION TO DULUTH	14		LOTS 15 AND 16	N	12/10/2014	120384
10	560	350	CLIFTON HEIGHTS 1ST DIVISION DULUTH	17	35	LOT: 0035 BLOCK:017	N	12/10/2014	120385
10	580	2140	CLINTON PLACE ADDITION TO DULUTH	13	0	LOTS 9 AND 10	N	12/10/2014	120386
10	640	320	COLMANS 3RD ADDITION TO DULUTH	1	0	LOTS 32 AND 33	N	12/10/2014	120387
10	640	340	COLMANS 3RD ADDITION TO DULUTH	1		ALL LOT 34 AND LOT 35 EX ELY 11 FT OF SLY 65 FT	N	12/10/2014	120388
10	640	360	COLMANS 3RD ADDITION TO DULUTH	1	0	LOTS 36 37 AND 38 EX SLY 65 FT	N	12/10/2014	120389

Stock Piles: Description is Highlighted

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	750	1220	CREMERS ADDITION TO WEST DULUTH	8	14	LOT: 14 BLOCK:008	N	12/10/2014	120390
10	950	870	DULUTH PROPER 1ST DIVISION EAST 2ND STREET	0	32	LOT: 0032 BLOCK:000	N	12/10/2014	120391
10	980	290	DULUTH PROPER 1ST DIVISION WEST 3RD STREET	0	45	LOT: 0045 BLOCK:000	N	12/10/2014	120392
10	1000	420	DULUTH PROPER 1ST DIVISION WEST 4TH STREET	0	22	E 1/2	N	12/10/2014	120393
10	1000	440	DULUTH PROPER 1ST DIVISION WEST 4TH STREET	0	24	ELY 46 FT	N	12/10/2014	120394
10	1010	1500	DULUTH PROPER 1ST DIVISION EAST 5TH STREET	0	0	E 1/2 OF N 1/2 OF LOT 50 AND W 1/2 OF N 1/2 OF LOT 52	N	12/10/2014	120395
10	1020	130	DULUTH PROPER 1ST DIVISION WEST 5TH STREET	0	9	S 80 FT OF W 25 FT	N	12/10/2014	120396
10	1020	410	DULUTH PROPER 1ST DIVISION WEST 5TH STREET	0	0	W 1/2 OF LOT 10 AND AND E 1/2 OF LOT 12	N	12/10/2014	120397
10	1030	150	DULUTH PROPER 1ST DIVISION EAST 6TH STREET	0	11	ELY 30 FT	N	12/10/2014	120398
10	1030	1480	DULUTH PROPER 1ST DIVISION EAST 6TH STREET	0	60	LOT: 0060 BLOCK:000	N	12/10/2014	120399
10	1120	4260	DULUTH PROPER SECOND DIVISION	49	394	W 1/2	N	12/10/2014	120400
10	1120	4465	DULUTH PROPER SECOND DIVISION	50	370	S 35FT OF N 70FT OF E 48 1/2 FT	N	12/10/2014	120401
10	1120	4540	DULUTH PROPER SECOND DIVISION	50	374	NLY 1/2 OF WLY 1/2	N	12/10/2014	120402
10	1140	1690	DULUTH PROPER SECOND DIVISION	77	0	LOTS 385 THRU 395 ODD NUMBERED LOTS	N	12/10/2014	120403
10	1140	2800	DULUTH PROPER SECOND DIVISION	80	439	E 1/2	N	12/10/2014	120404
10	1270	1320	DULUTH PROPER THIRD DIVISION	35	0	LOTS 125 AND 127	N	12/10/2014	120405
10	1350	1450	DULUTH PROPER THIRD DIVISION	87	27	EX ELY 29 FT OF NLY 70 FT AND ELY 21 FT OF SLY 70 FT	N	12/10/2014	120406
10	1350	8460	DULUTH PROPER THIRD DIVISION	126	59	E 1/2	N	12/10/2014	120407
10	1370	3130	REARR PART EAST DULUTH & FIRST ADD TO EAST DU	0	0	LOT 8 AND WLY 4 FT OF THAT PART OF LOT 9 BLK 17 LYING N OF A LINE DRAWN FROM SW CORNER OF LOT 9 TO NE CORNER OF LOT 11 BLK 17	N	12/10/2014	120408
10	1440	220	ENDION DIVISION OF DULUTH	1	14	INC PART OF VAC WATER ST ADJ	N	12/10/2014	120409
10	1460	5040	ENDION DIVISION OF DULUTH	45	7	S 25 FT	N	12/10/2014	120410
10	1480	855	ENDION DIVISION OF DULUTH	55	15	W 3 FT OF N 45 FT	N	12/10/2014	120411
10	1480	1570	ENDION DIVISION OF DULUTH	60	3	S 50 FT OF W 10 FT	N	12/10/2014	120412
10	1480	6360	ENDION DIVISION OF DULUTH	87	15	N 10 FT OF S 100 FT	N	12/10/2014	120413
10	1480	10260	ENDION DIVISION OF DULUTH	107	9	N 10 FT	N	12/10/2014	120414
10	1480	10270	ENDION DIVISION OF DULUTH	107	10	N 10 FT OF E 1/2	N	12/10/2014	120415

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CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	1500	270	ENGLEWOOD FARMS DULUTH	0	27	LOT: 0027 BLOCK:000	N	12/10/2014	120416
10	1520	590	REARRANGEMENT OF FAIRBANKS DIVISION OF DULUTH	3	11	ALL EX S 135 FT	N	12/10/2014	120417
10	1590	1070	FOND DU LAC FIRST STREET DULUTH		70	LOT: 70	N	12/10/2014	120418
10	1640	670	FOND DU LAC SIXTH STREET DULUTH	0	0	LOTS 133,135,137 AND 139	N	12/10/2014	120419
10	1640	710	FOND DU LAC SIXTH STREET DULUTH	0	0	LOTS 141 THRU 147 ODD NUMBERED LOTS	N	12/10/2014	120420
10	1640	750	FOND DU LAC SIXTH STREET DULUTH			LOTS 149 THRU 159 ODD NUMBERED LOTS	N	12/10/2014	120421
10	1640	1640	FOND DU LAC SIXTH STREET DULUTH	0	0	LOTS 142 THRU 148 EVEN NUMBERED LOTS	N	12/10/2014	120422
10	1650	740	FOND DU LAC SEVENTH STREET DULUTH			LOTS 147 THRU 159 ODD NUMBERED LOTS	N	12/10/2014	120423
10	1790	7230	GARY CENTRAL DIVISION DULUTH	79	0	LOTS 7 AND 8	N	12/10/2014	120424
10	1790	7250	GARY CENTRAL DIVISION DULUTH	79	0	LOTS 23 AND 24	N	12/10/2014	120425
10	1800	550	GARY FIRST DIVISION DULUTH	4	25	LOT: 0025 BLOCK:004	N	12/10/2014	120426
10	1800	560	GARY FIRST DIVISION DULUTH	4	26	LOT: 0026 BLOCK:004	N	12/10/2014	120427
10	1800	7970	GARY FIRST DIVISION DULUTH	32	0	LOTS 25 26 & 27 INC PART OF VAC ALLEY ADJ	N	12/10/2014	120428
10	1820	340	GAYS DIVISION OF DULUTH	4	1	LOT: 0001 BLOCK:004	N	12/10/2014	120429
10	1960	90	GRANT PARK DIVISION OF DULUTH	1	9	WLY 150 FT	N	12/10/2014	120430
10	2080	2240	HARRISONS DIVISION OF DULUTH	17	11	LOT: 0011 BLOCK:017	N	12/10/2014	120431
10	2110	8570	HARRISONS BROOKDALE DIVISION OF DULUTH	66	0	LOTS 2 AND 3	N	12/10/2014	120432
10	2120	1180	HAZELWOOD ADDITION TO ONEOTA DULUTH	18	6	LOT: 0006 BLOCK:018	N	12/10/2014	120433
10	2140	80	HAZELWOOD PARK DIVISION OF WEST DULUTH	2	1	LOT: 0001 BLOCK:002	N	12/10/2014	120434
10	2140	490	HAZELWOOD PARK DIVISION OF WEST DULUTH	5	2	LOT: 0002 BLOCK:005	N	12/10/2014	120435
10	2270	3570	HOMEWOOD ADDITION TO DULUTH	9	0	NLY 10 FT OF LOT 6 AND SLY 25 FT OF LOT 7	N	12/10/2014	120436
10	2270	4070	HOMEWOOD ADDITION TO DULUTH	9	53	LOT: 0053 BLOCK:009	N	12/10/2014	120437
10	2270	4080	HOMEWOOD ADDITION TO DULUTH	10	1	LOT: 0001 BLOCK:010	N	12/10/2014	120438
10	2300	310	HUNTERS GRASSY POINT ADDITION TO DUL	3	0	LOTS 1 THRU 4	N	12/10/2014	120439
10	2550	620	IRONTON 4TH DIVISION DULUTH	3	3	LOT: 0003 BLOCK:003	N	12/10/2014	120440
10	2550	630	IRONTON 4TH DIVISION DULUTH	3	4	LOT: 0004 BLOCK:003	N	12/10/2014	120441
10	2550	3610	IRONTON 4TH DIVISION DULUTH	13	0	LOTS 32 AND 35 THRU 40	N	12/10/2014	120442
10	2550	3700	IRONTON 4TH DIVISION DULUTH	13	41	LOT: 0041 BLOCK:013	N	12/10/2014	120443

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	2550	4400	IRONTON 4TH DIVISION DULUTH	16	0	LOTS 2, 3, 8 AND 9	N	12/10/2014	120444
10	2550	4610	IRONTON 4TH DIVISION DULUTH	16		LOTS 23 THRU 26	N	12/10/2014	120445
10	2550	4950	IRONTON 4TH DIVISION DULUTH	17	27	LOT: 0027 BLOCK:017	N	12/10/2014	120446
10	2930	1810	LINCOLN PARK VIEW DULUTH	10	8	LOT: 0008 BLOCK:010	N	12/10/2014	120449
10	2930	1820	LINCOLN PARK VIEW DULUTH	10	9	ELY 15 FT	N	12/10/2014	120450
10	3180	390	MAPLE GROVE ACRE TRACTS OF DULUTH	2	11	WLY 1/2	N	12/10/2014	120451
10	3380	200	MOUNT ROYAL DIVISION OF DULUTH	5	0	THAT PART OF LOT 3 BLK 5 DESCRIBED AS FOLLOWS COMMENCING AT THE INTERSECTION OF THE NLY LINE OF 7TH ST AND THE S LINE OF MOUNT ROYAL DIV RUNNING THENCE NWLY AT RIGHT ANGLES TO 7TH ST 150 FT TO POINT OF BEGINNING RUNNING THENCE SWLY AT RIGHT ANGLES PARALLEL WITH THE NWLY LINE OF LOT 3 TO THE ALLEY THENCE WLY TO SW CORNER OF SAID LOT THENCE NELY ALONG THE W LINE OF SAID LOT 3 TO A POINT THENCE SELY AT RIGHT ANGLES TO POINT OF BEGINNING INC PART OF VACATED ALLEY ADJ	N	12/10/2014	120452
10	3430	13380	NEW DULUTH 1ST DIVISION	42	6	WLY 10 FT & EX SLY 33 FT OF NLY 68 FT & EX SLY 66 FT	N	12/10/2014	120453
10	3480	1750	REARRANGEMENT NORTON BAY VIEW OUTLOTS DULUTH	7	21	LOT 21 BLK 7 INC PART OF VAC ALLEY ADJ	N	12/10/2014	120454
10	3480	1760	REARRANGEMENT NORTON BAY VIEW OUTLOTS DULUTH	7	22	LOT 22 BLK 7 INC PART OF VAC ALLEY ADJ	N	12/10/2014	120455
10	3480	1770	REARRANGEMENT NORTON BAY VIEW OUTLOTS DULUTH	7	23	E 1/2 LOT 23 BLK 7 INC PART OF VAC ALLEY ADJ	N	12/10/2014	120456
10	3490	2380	NORTONS DIVISION OF DULUTH	14	0	N 30 FT OF S 75 FT OF LOTS 1 AND 2	N	12/10/2014	120457
10	3510	4950	NORTONS FAIRMOUNT PARK DIV OF DULUTH	18	0	LOTS 24 AND 25	N	12/10/2014	120458
10	3510	4990	NORTONS FAIRMOUNT PARK DIV OF DULUTH	18	28	LOT: 0028 BLOCK:018	N	12/10/2014	120459
10	3510	5000	NORTONS FAIRMOUNT PARK DIV OF DULUTH	18	29	LOT: 0029 BLOCK:018	N	12/10/2014	120460
10	3510	6720	NORTONS FAIRMOUNT PARK DIV OF DULUTH	26	9	LOT: 0009 BLOCK:026	N	12/10/2014	120461
10	3520	480	NORTONS GARDEN TRACTS DULUTH	4	4	LOT: 0004 BLOCK:004	N	12/10/2014	120462
10	3530	1510	NORTONS LAKEWOOD GARDENS DULUTH	7	8	LOT: 0008 BLOCK:007	N	12/10/2014	120463
10	3530	1520	NORTONS LAKEWOOD GARDENS DULUTH	7	9	LOT: 0009 BLOCK:007	N	12/10/2014	120464
10	3530	1530	NORTONS LAKEWOOD GARDENS DULUTH	7	10	LOT: 0010 BLOCK:007	N	12/10/2014	120465
10	3530	1610	NORTONS LAKEWOOD GARDENS DULUTH	7	18	LOT: 0018 BLOCK:007	N	12/10/2014	120466

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
10	3530	1620	NORTONS LAKEWOOD GARDENS DULUTH	7	19	LOT: 0019 BLOCK:007	N	12/10/2014	120467
10	3540	2770	NORTONS STEEL PLANT DIVISION OF DULUTH	9	5	LOT: 0005 BLOCK:009	N	12/10/2014	120468
10	3540	3330	NORTONS STEEL PLANT DIVISION OF DULUTH	12	0	LOTS 15 AND 16	N	12/10/2014	120469
10	3770	190	PIEDMONT GARDEN TRACTS DULUTH	2	9	LOT: 0009 BLOCK:002	N	12/10/2014	120470
10	3830	180	PORTLAND DIV OF DULUTH	7	11	SUBJECT TO INCREMENT FINANCING	N	12/10/2014	120471
10	3850	1470	PORTLAND DIVISION OF TOWN OF DULUTH	129	11	LOT: 0011 BLOCK:129	N	12/10/2014	120472
10	3850	4460	PORTLAND DIVISION OF TOWN OF DULUTH	146	3	LOT: 0003 BLOCK:146	N	12/10/2014	120473
10	3870	850	PRINCETON PLACE ADDITION TO DULUTH	3	0	LOTS 39 AND 40	N	12/10/2014	120474
10	3980	1970	RIVERSIDE PARK 2ND ADDITION TO DULUTH	13	3	LOT: 0003 BLOCK:013	N	12/10/2014	120475
10	4080	50	MORGAN PARK CO REARR/PART SPIRIT LAKE ADD DUL	17	0	THAT PART OF LOTS 20 21 22 23 AND 24 BLK 17 LYING W OF A LINE RUN NING FROM A POINT 91/100 FT E OF NE CORNER OF LOT 4 BLK 26 AND NELY ALONG A CURVE TO THE LEFT TO A POINT ON THE N LINE OF LOT 20 BLK 17 DISTANT 50 49/100 FT E OF NW CORNER	N	12/10/2014	120476
10	4470	6360	WEST DULUTH 1ST DIVISION	39	0	WLY 27 FT OF ELY 50 FT OF LOTS 14, 15, AND 16	N	12/10/2014	120477
10	4480	3220	WEST DULUTH 2ND DIVISION	100	0	LOTS 4 5 AND 6	N	12/10/2014	120478
10	4510	1600	WEST DULUTH 5TH DIVISION	129	0	LOT 7 AND NLY 1/2 OF LOT 8	N	12/10/2014	120479
10	4520	3080	WEST DULUTH 6TH DIVISION	22	1	LOT: 0001 BLOCK:022	N	12/10/2014	120480
10	4520	3810	WEST DULUTH 6TH DIVISION	27	3	LOT: 0003 BLOCK:027	N	12/10/2014	120481
10	4530	720	WEST DULUTH 7TH DIVISION	170	19	LOT 19 BLOCK 170	N	12/10/2014	120482
10	4650	275	WOODLAND AVENUE GARDENS DULUTH	4	0	S1/2 OF LOT 2	N	12/10/2014	120483
15	30	120	BIWABIK	31	1	LOT: 0001 BLOCK:031	N	12/10/2014	120484
15	30	690	BIWABIK	37	1	SLY 65 FT	N	12/10/2014	120485
20	27	810	BETHLEHEM PARK GARDENS	5	6	LOT: 0006 BLOCK:005	N	12/10/2014	120486
20	40	4050	CHISHOLM 2ND ADDITION	16	0	LOTS 14 AND 15	N	12/10/2014	120487
20	90	260	GARDEN LANDS CHISHOLM	0	26	LOT: 0026 BLOCK:000	N	12/10/2014	120488
20	130	240	LAKEVIEW 2ND ADDITION TO CHISHOLM	9	0	LOTS 24 THRU 26	N	12/10/2014	120489
20	150	1360	NORTHERN ADDITION TO CHISHOLM	6	8	LOT: 0008 BLOCK:006	N	12/10/2014	120490
20	150	1700	NORTHERN ADDITION TO CHISHOLM	7	0	LOTS 8 AND 9	N	12/10/2014	120491

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
20	150	2520	NORTHERN ADDITION TO CHISHOLM	9	0	LOTS 20 AND 21	N	12/10/2014	120492
20	150	5990	NORTHERN ADDITION TO CHISHOLM	23	0	LOTS 15 AND 16	N	12/10/2014	120493
30	200	2830	PIONEER AND ZENITH ADDITION TO ELY	11	18	LOT: 0018 BLOCK:011	N	12/10/2014	120495
40	10	250	REARRANGEMENT OF 1ST ADDN TO EVELETH	22	0	LOTS 2 AND 3	N	12/10/2014	120496
40	80	1990	DORR ADDITION TO EVELETH	86	7	LOT: 0007 BLOCK:086	N	12/10/2014	120497
40	100	1360	EVELETH CENTRAL DIVISION NO 2	56	11	LOT: 0011 BLOCK:056	N	12/10/2014	120498
40	100	2220	EVELETH CENTRAL DIVISION NO 2	60	10	LOT: 0010 BLOCK:060	N	12/10/2014	120499
40	130	250	HIGHLAND ADDITION TO EVELETH	61	23	LOT: 0023 BLOCK:061	N	12/10/2014	120500
60	10	1730	GILBERT	7	0	SELY 19 42/100 FT OF LOT 27 AND ALL OF LOT 28	N	12/10/2014	120501
60	10	1990	GILBERT	9	24	LOT: 0024 BLOCK:009	N	12/10/2014	120502
60	10	2350	GILBERT	10	29	LOT: 0029 BLOCK:010	N	12/10/2014	120503
60	20	2820	GILBERT 1ST ADD TO THE TOWNSITE	13	23	LOT: 0023 BLOCK:013	N	12/10/2014	120504
60	20	2830	GILBERT 1ST ADD TO THE TOWNSITE	13	24	LOT: 0024 BLOCK:013	N	12/10/2014	120505
60	20	2840	GILBERT 1ST ADD TO THE TOWNSITE	13	25	LOT: 0025 BLOCK:013	N	12/10/2014	120506
60	30	3340	GILBERT 2ND ADDITION	45		LOTS 4 THRU 9 INC	N	12/10/2014	120507
60	40	70	PETERSONS BEACH GILBERT	0	7	LOT: 0007 BLOCK:000	N	12/10/2014	120508
80	10	2840	TOWER	23	0	THAT PART OF BLK 23 LYING BETWEEN ALLEY AND RY RT OF WAY	N	12/10/2014	120512
80	10	2970	TOWER	25	9	EX RY R OF W	N	12/10/2014	120513
80	10	3340	TOWER	27	0	LOTS 9 AND 10	N	12/10/2014	120514
80	10	4200	TOWER	33	2	LOT: 0002 BLOCK:033	N	12/10/2014	120515
80	10	4210	TOWER	33	3	LOT: 0003 BLOCK:033	N	12/10/2014	120516
80	10	4220	TOWER	33	4	LOT: 0004 BLOCK:033	N	12/10/2014	120517
90	10	6690	VIRGINIA	28	0	LOTS 20 AND 21	N	12/10/2014	120518
90	10	11870	VIRGINIA	45	22	LOT: 0022 BLOCK:045	N	12/10/2014	120519
90	30	1330	VIRGINIA 2ND ADDITION	80	0	LOTS 31 AND 32	N	12/10/2014	120520
90	60	2580	ANDERSONS 3RD ADDITION TO VIRGINIA	10	0	LOT 24 AND W 2 1/2 FT LOT 25	N	12/10/2014	120521
90	110	2610	NORTH SIDE ADDITION TO VIRGINIA	11	0	E 1/2 LOT 4 AND ALL LOT 5	N	12/10/2014	120522

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
100	43	150	HEITTOLA ADDITION TO AURORA	0	15	LOT: 0015 BLOCK:000	N	12/10/2014	120524
105	10	1220	BABBITT 1ST DIVISION CITY OF BABBITT	6	25	LOT: 0025 BLOCK:006	N	12/10/2014	120525
105	50	380	BABBITT 5TH DIVISION CITY OF BABBITT	10	38	LOT: 0038 BLOCK:010	N	12/10/2014	120526
115	10	720	BUHL	3	0	LOTS 21 AND 22	N	12/10/2014	120527
120	10	2840	ASHAWA VILLAGE OF COOK	11	0	LOTS 15 AND 16	N	12/10/2014	120528
120	30	70	BALLIETS ADDITION TO COOK	1	7	LOT: 0007 BLOCK:001	N	12/10/2014	120529
120	30	240	BALLIETS ADDITION TO COOK	1	24	LOT: 0024 BLOCK:001	N	12/10/2014	120530
120	30	490	BALLIETS ADDITION TO COOK	2	18	LOT: 0018 BLOCK:002	N	12/10/2014	120531
120	30	920	BALLIETS ADDITION TO COOK	3	13	LOT: 0013 BLOCK:003	N	12/10/2014	120532
120	30	930	BALLIETS ADDITION TO COOK	3	14	LOT: 0014 BLOCK:003	N	12/10/2014	120533
120	33	10	BROWNS DIVISION CITY OF COOK	0	1	EX SLY 25 FT	N	12/10/2014	120534
120	33	20	BROWNS DIVISION CITY OF COOK	0	2	EX SLY 25 FT OF WLY 31 4/10 FT	N	12/10/2014	120535
120	33	30	BROWNS DIVISION CITY OF COOK	0	0	LOTS 3 THRU 16	N	12/10/2014	120536
120	33	210	BROWNS DIVISION CITY OF COOK	0	0	LOTS 21 THRU 40	N	12/10/2014	120537
125	30	250	SAVANNA ADDITION TO FLOODWOOD	39	3	LOT: 0003 BLOCK:039	N	12/10/2014	120538
139	69	90	ASPENWOODS THREE CITY OF HIBBING	2		LOTS 1 & 2	N	12/10/2014	120541
140	30	510	AVIATORS FIELD ADDITION TO HIBBING	2	18	LOT: 0018 BLOCK:002	N	12/10/2014	120542
140	50	710	BROOKLYN C OF HIBBING	8	2	LOT: 0002 BLOCK:008	N	12/10/2014	120543
140	50	720	BROOKLYN C OF HIBBING	8	3	LOT: 0003 BLOCK:008	N	12/10/2014	120544
140	50	730	BROOKLYN C OF HIBBING	8	4	LOT: 0004 BLOCK:008	N	12/10/2014	120545
140	50	740	BROOKLYN C OF HIBBING	8	5	LOT: 0005 BLOCK:008	N	12/10/2014	120546
140	50	750	BROOKLYN C OF HIBBING	8	6	LOT: 0006 BLOCK:008	N	12/10/2014	120547
140	50	900	BROOKLYN C OF HIBBING	8	19	LOT: 0019 BLOCK:008	N	12/10/2014	120548
140	50	1260	BROOKLYN C OF HIBBING	9	21	LOT: 0021 BLOCK:009	N	12/10/2014	120549
140	50	1270	BROOKLYN C OF HIBBING	9	22	SOUTH 1/2	N	12/10/2014	120550
140	50	1530	BROOKLYN C OF HIBBING	10	0	LOTS 15 AND 16	N	12/10/2014	120551
140	50	2240	BROOKLYN C OF HIBBING	12	19	LOT: 0019 BLOCK:012	N	12/10/2014	120552
140	50	2280	BROOKLYN C OF HIBBING	12	23	LOT: 0023 BLOCK:012	N	12/10/2014	120553

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
140	50	2290	BROOKLYN C OF HIBBING	12	24	LOT: 0024 BLOCK:012	N	12/10/2014	120554
140	50	2330	BROOKLYN C OF HIBBING	12	28	LOT: 0028 BLOCK:012	N	12/10/2014	120555
140	50	2340	BROOKLYN C OF HIBBING	12	29	SOUTH 1/2	N	12/10/2014	120556
140	50	3090	BROOKLYN C OF HIBBING	17	6	SOUTH 1/2	N	12/10/2014	120557
140	50	3100	BROOKLYN C OF HIBBING	17	7	LOT: 0007 BLOCK:017	N	12/10/2014	120558
140	50	3110	BROOKLYN C OF HIBBING	17	8	LOT: 0008 BLOCK:017	N	12/10/2014	120559
140	50	3610	BROOKLYN C OF HIBBING	18	26	LOT: 0026 BLOCK:018	N	12/10/2014	120560
140	50	3620	BROOKLYN C OF HIBBING	18	27	LOT: 0027 BLOCK:018	N	12/10/2014	120561
140	60	110	BROOKLYN FIRST ADDITION TO C OF HIBBING	21	21	LOT: 0021 BLOCK:021	N	12/10/2014	120562
140	60	570	BROOKLYN FIRST ADDITION TO C OF HIBBING	23	24	LOT: 0024 BLOCK:023	N	12/10/2014	120563
140	60	580	BROOKLYN FIRST ADDITION TO C OF HIBBING	23	25	LOT: 0025 BLOCK:023	N	12/10/2014	120564
140	105	2820	HIBBING HEIGHTS	9	0	LOTS 13 THRU 16	N	12/10/2014	120565
140	130	2570	KOSKIVILLE HIBBING	11	1	LOT: 0001 BLOCK:011	N	12/10/2014	120566
140	130	3470	KOSKIVILLE HIBBING	13	0	LOTS 23 AND 24	N	12/10/2014	120567
140	170	810	FIRST ADDN TO PARKVIEW ADDN TO V OF HBG	3	0	LOTS 17 AND 18	N	12/10/2014	120568
140	210	225	RYANS ADDITION TO HIBBING	2	9	N 100 FT OF W 75 FT	N	12/10/2014	120569
141	72	200	AUDITORS PLAT NO 30 CITY OF HIBBING	2	8	LOT: 0008 BLOCK:002	N	12/10/2014	120572
150	20	480	KINNEY FIRST ADDITION TO	12	0	LOTS 3 4 AND 5	N	12/10/2014	120573
175	10	1550	GRANT TOWN OF MOUNTAIN IRON	15	1	N 1/2	N	12/10/2014	120574
175	10	1560	GRANT TOWN OF MOUNTAIN IRON	15	1	S 1/2	N	12/10/2014	120575
175	69	70	WESTGATE 1ST ADD TO MT IRON	1	0	LOTS 7 AND 8	N	12/10/2014	120576
185	10	480	PROCTORKNOTT TOWNSITE OF	3		LOTS 14 15 AND 16	N	12/10/2014	120577
185	10	610	PROCTORKNOTT TOWNSITE OF	8	10	LOT: 0010 BLOCK:008	N	12/10/2014	120578
185	30	1080	PROCTORKNOTT TOWNSITE OF	20		LOTS 9 THRU 18, E 1/2 OF LOT 19	N	12/10/2014	120579
185	30	1510	PROCTORKNOTT TOWNSITE OF	27		LOTS 21 AND 22	N	12/10/2014	120580
185	30	1620	PROCTORKNOTT TOWNSITE OF	28	2	LOT: 0002 BLOCK:028	N	12/10/2014	120581
185	50	280	SECOND ADDITION TO PROCTORKNOTT	1	24	LOT: 0024 BLOCK:001	N	12/10/2014	120582
185	150	20	MAGOFFINS 2ND DIVISION OF PROCTORKNOTT	1		LOTS 1 THRU 3	N	12/10/2014	120583

CVT	Plat	Parcel	Plat Name/City	Block	Lot	Description	Und	Forfeit Date	LD_key
185	220	1650	QUINNS ADDITION TO PROCTOR	6	27	LOTS 27 THRU 29	N	12/10/2014	120584
185	220	1680	QUINNS ADDITION TO PROCTOR	6	30	LOTS 30 THRU 32	N	12/10/2014	120585
185	220	1710	QUINNS ADDITION TO PROCTOR	6	33	LOTS 33 THRU 35	N	12/10/2014	120586
185	220	1850	QUINNS ADDITION TO PROCTOR	7	0	LOTS 11 THRU 19	N	12/10/2014	120587
190	10	2000	FALL LAKE CITY OF WINTON	10	0	LOTS 18 AND 19	N	12/10/2014	120589
250	82	150	SODERHOLM BEACH TOWN OF BEATTY	0	15	LOT: 0015 BLOCK:000	N	12/10/2014	120598
320	32	84	BLACKBURN ADDITION TOWN OF ELLSBURG	0	4	UND 1/200	Y	12/10/2014	120609
340	100	480	FRANCELS BEACH TOWN OF FAYAL			OUTLOT A	N	12/10/2014	120612
375	29	60	ISLAND VIEW ESTATES T OF GNESEN			OUTLOT A	N	12/10/2014	120616
375	150	120	WOODLAND BEACH 2ND ADDN TO			LOTS 1507 THRU 1531	N	12/10/2014	120617
387	420	1750	VERMILION DELLS T OF GREENWOOD	0	0	LOTS 163 THRU 166	N	12/10/2014	120619
387	450	470	WILDWOOD POINT CAMPSITES T OF GREENWOOD	0	47	LOT: 0047 BLOCK:000	N	12/10/2014	120620
395	223	130	WHISPER WOODS FIRST ADDITION HERMANTOWN	2	7	LOT: 0007 BLOCK:002	N	12/10/2014	120623
465	72	60	THE CEDARS TOWN OF MORSE	0	0	OUTLOT A	N	12/10/2014	120636
520	70	190	COES 2ND ADDN TO INGLESIDE PARK RICE LAKE	17	0	LOTS 6 AND 7	N	12/10/2014	120643
520	70	350	COES 2ND ADDN TO INGLESIDE PARK RICE LAKE	17	0	LOTS 22 AND 23	N	12/10/2014	120644
520	120	440	HALL LINDERBERGS PK PLACE 1ST ADD T OF RICE L	0	76	EXCEPT S 1/2	N	12/10/2014	120645
520	120	585	HALL LINDERBERGS PK PLACE 1ST ADD T OF RICE L		90	S 350 FT OF E 130 FT EX S 33 FT FOR RD	N	12/10/2014	120646
690	28	30	EDEN PLACE FIRST ADDITION 56 17			LOTS 3 4 AND 11	N	12/10/2014	120657
698	90	14500	VERMILLION HEIGHTS 63 17	18	0	LOTS 55 AND 57	N	12/10/2014	120658
731	200	80	VON DRUSKA HOMESITES 68 19	0	8	LOT: 0008 BLOCK:000	N	12/10/2014	120659

Number of Parcels **228**

BOARD LETTER NO. 15 – 130

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 11

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Agreement with MSA Professional Services for Culvert Surveys on Chester and Keene Creeks (Duluth)**

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

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:
To provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize an agreement with MSA Professional Services, Inc. of Duluth, MN for culvert surveys on Chester and Keene Creeks in Duluth, MN.

BACKGROUND:
The Public Works Department advertised a Request for Qualifications (RFQ) to engineering consultants for a culvert survey for Chester Creek to French River (Phase II), and from Keene Creek to Chester Creek (Phase III). The Public Works Department will undertake two culvert inventory projects, CP 0000-232133 and CP 0000-232134, in order to enhance hydrologic models in the area. The project work will locate culverts on county roadways to determine whether they are adequately sized, correctly placed, meet stream bank full width, perched, impede or prohibit fish passage, impede or prohibit natural sediment transport, and/or contribute to sediment loading in the stream reach. The culvert location data will be used to target culvert problem areas. This will allow the county to prioritize repairs and replacements on areas of sediment pollution, critical habitat, and bottleneck elimination in support of a naturally functioning stream network.

Several firms submitted proposals, and after reviewing the proposals, it was determined that MSA Professional Services, Inc. of Duluth, MN has the training, experience, and knowledge to provide these services, and would be the best choice. The factors

considered were the ability to deliver within the project time frame, experience, proposed approach to the project, and estimated survey costs.

A Minnesota Department of Natural Resources Lake Superior Coastal Program Fund Grant agreement has been executed as directed by County Board Resolutions No. 14-546 and 14-547, dated October 14, 2014. The survey projects will be funded by the grant and the required 50% match of local funds through Fund 200, Object 626600. The survey is not to exceed $142,000 total or $71,000 in St. Louis County local funds according to the October 14, 2014 resolutions.

RECOMMENDATION:
It is recommended the St. Louis County Board authorize an agreement with MSA Professional Services of Duluth, MN for the culvert survey. The cost of these services is $142,000 total, payable from Fund 200, Object 626600 with a local match not to exceed $71,000.

Agreement with MSA Professional Services for Culvert Surveys on Chester and Keene Creeks (Duluth)

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board authorizes an agreement, and any amendments authorized by the County Attorney, with MSA Professional Services, Inc. of Duluth, MN, for a culvert survey identified as CP 0000-232133 (Phase II) and CP 0000-232134 (Phase III);

RESOLVED FURTHER, The total cost of these services is not to exceed $142,000.00, payable through a Minnesota Department of Natural Resources Coastal Grant and a 50% local match of St. Louis County funds not to exceed $71,000, payable from Fund 200, Object 626600.

BOARD LETTER NO. 15 – 131

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 12

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Purchase Materials for Horizontal Alignment Warning Signs Project**

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

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:
To provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the purchase of necessary materials for the Horizontal Alignment Warning Signs Project (SP 069-070-013/CP 0000-187063).

BACKGROUND:
The Public Works Department was awarded federal funds through the Highway Safety Improvement Program by the Minnesota Department of Transportation to install curve warning signs at 117 curves on various county highways in 2015. A “Public Interest Finding” determined that the warning signs can be installed more economically using county workforces.

The Public Works Department must purchase the necessary materials to complete this project at a maximum cost of $150,000. The materials will be purchased from the following vendors through the State of Minnesota purchasing contract: Lyle Signs, Inc., Eden Prairie, MN (traffic signs), Franklin Industries Co., Franklin, PA (sign posts), and Fastenal, Winona, MN (fastener hardware).

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the purchase of the necessary materials for the Horizontal Alignment Warning Signs Project, SP 069-070-013, CP 0000-187063, accounted for in Fund 220, Agency 220349.

Purchase Materials for Horizontal Alignment Warning Signs Project

BY COMMISSIONER _____

WHEREAS, The St. Louis County Public Works Department was awarded Federal funding through the Highway Safety Improvement Program by the Minnesota Department of Transportation to install curve warning signs at 117 curves on various county highways; and

WHEREAS, A “Public Interest Finding” determined that the warning signs can be installed more economically using county workforces; and

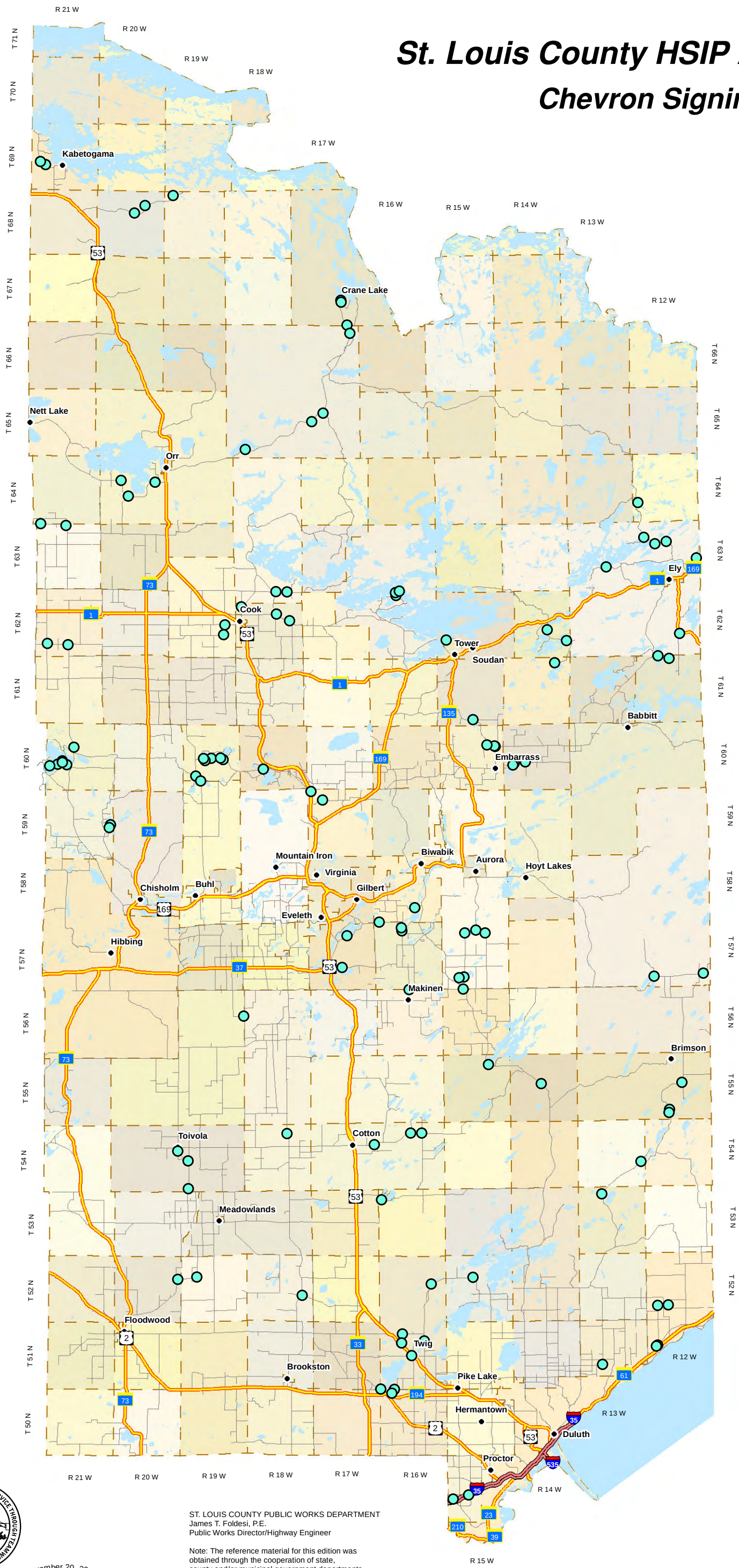
WHEREAS, The Public Works Department must purchase the necessary materials to complete the project; and

WHEREAS, The materials are available through the State of Minnesota purchasing contract from Lyle Signs, Inc., Eden Prairie, MN (contract number 79627), Franklin Industries Co., Franklin, PA (contract number 82392), and Fastenal, Winona, MN (contract number 24777) at a cost not to exceed $150,000;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the purchase of the necessary materials for the Horizontal Alignment Warning Signs Project identified as SP 069-070-013, CP 0000-187063 in an amount not to exceed $150,000, accounted for in Fund 220, Agency 220349.

St. Louis County HSIP Application

Chevron Signing



ST. LOUIS COUNTY PUBLIC WORKS DEPARTMENT
James T. Foldesi, P.E.
Public Works Director/Highway Engineer

Note: The reference material for this edition was obtained through the cooperation of state, county and/or municipal government departments.

A sincere effort has been made to produce an up to date map. However, with the various sources we have to rely on, no guarantee can be made.

All voluntary input for updating our next edition will be accepted with gratitude.

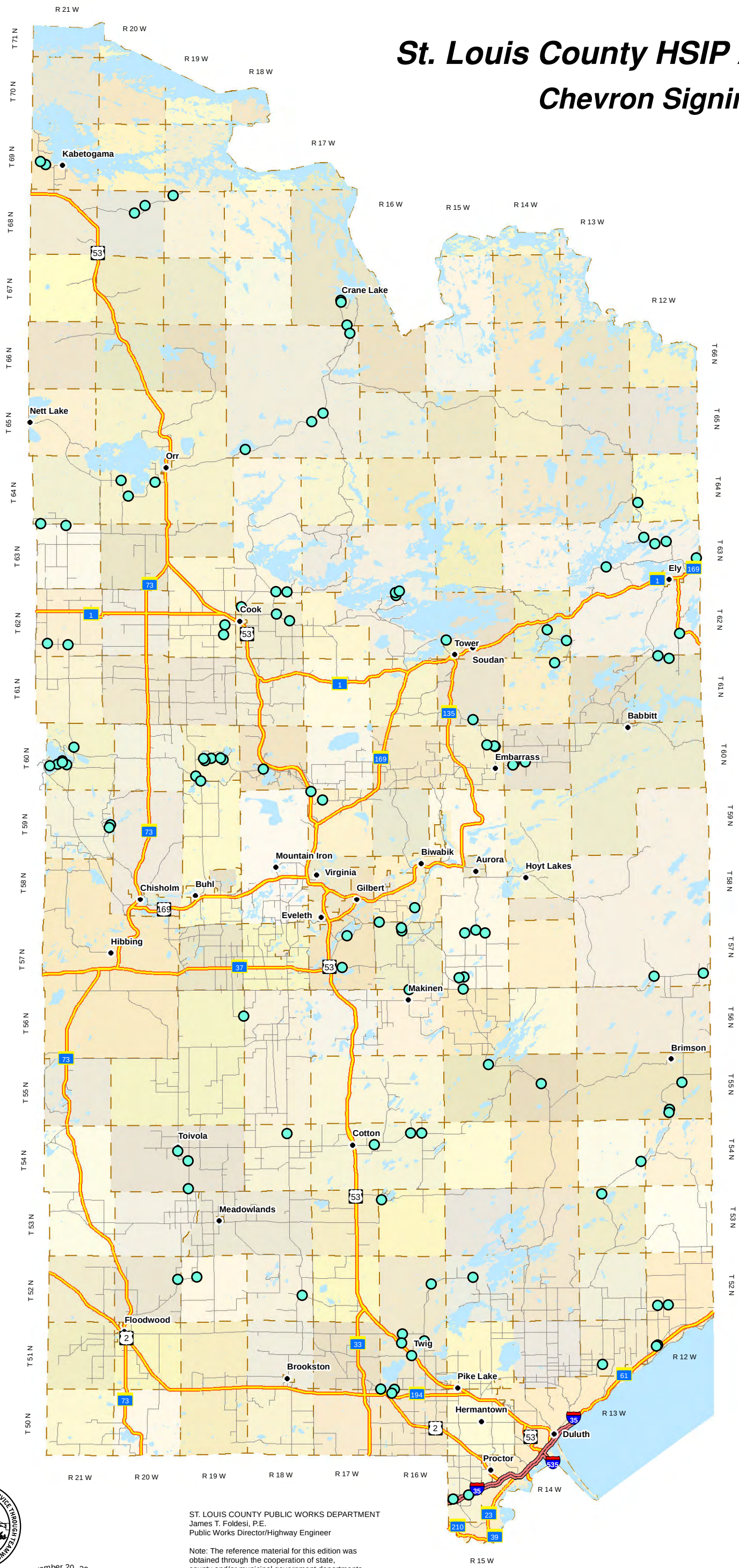
St. Louis County Public Works - November 20, 2012

Map Components

- Chevron Signing
- Interstate Highway
- U.S./State Highway
- County Road
- City/Town

St. Louis County HSIP Application

Chevron Signing



ST. LOUIS COUNTY PUBLIC WORKS DEPARTMENT
James T. Foldesi, P.E.
Public Works Director/Highway Engineer

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St. Louis County Public Works - November 20, 2012

Map Components

- Chevron Signing
- Interstate Highway
- U.S./State Highway
- County Road
- City/Town

BOARD LETTER NO. 15 – 132

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 13

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Authorize Payment for Lighting Unit Installation for Rural Intersection Lighting Project**

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

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:
To provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize electric service providers to install lighting units at rural county intersections.

BACKGROUND:
The Public Works Department was awarded federal funds through the Highway Safety Improvement Program by the Minnesota Department of Transportation to install rural intersection lighting at 57 intersections on various county highways in 2015. A “Public Interest Finding” determined that the intersection lighting systems can be installed more economically using electric service provider workforces.

The Public Works Department will pay the respective electric service providers to install the lighting units. The maximum cost of the project is $140,000, identified as SP 066-070-015, CP 0000-187066. The electric service providers included in this project are Minnesota Power, Duluth, MN, Lake Country Power, Mountain Iron, MN, and Cooperative Light and Power of Two Harbors, MN.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize payments to Minnesota Power, Duluth, MN, Lake Country Power, Mountain Iron, MN, and Cooperative Light and Power, Two Harbors, MN, to install lighting units at rural county intersections, identified as SP 069-070-015, CP 0000-187066, in an amount not to exceed $140,000, accounted for in Fund 220, Agency 220350.

Authorize Payment for Lighting Unit Installation for Rural Intersection Lighting Project

BY COMMISSIONER _____

WHEREAS, The Public Works Department was awarded federal funding through the Highway Safety Improvement Program by the Minnesota Department of Transportation to install rural intersection lighting at 57 intersections on various county highways; and

WHEREAS, A “Public Interest Finding” determined that the intersection lighting systems can be installed more economically using electric service provider forces; and

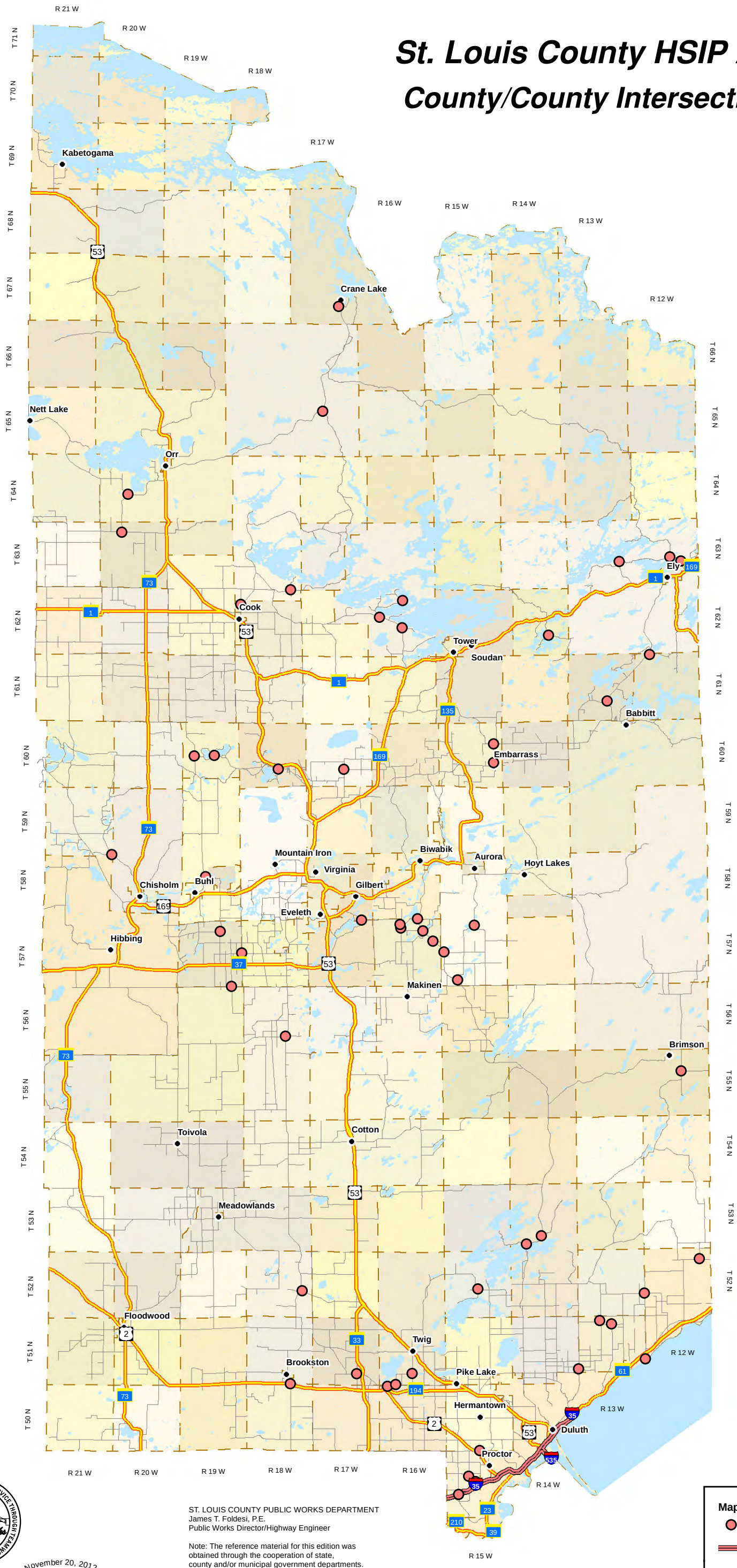
WHEREAS, The Public Works Department must pay electric service providers to complete this work at a cost not to exceed $140,000; and

WHEREAS, The electric service providers that will complete this project are Minnesota Power, Duluth, MN, Lake Country Power, Mountain Iron, MN, and Cooperative Light and Power, Two Harbors, MN;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes payment to Minnesota Power, Duluth, MN, Lake Country Power, Mountain Iron, MN, and Cooperative Light and Power, Two Harbors, MN, in an amount not to exceed $140,000 for the installation of lighting units at rural county intersections, identified as SP 069-070-015, CP 0000-187066, accounted for in Fund 220, Agency 220350.

St. Louis County HSIP Application

County/County Intersection Lighting



ST. LOUIS COUNTY PUBLIC WORKS DEPARTMENT
James T. Foldesi, P.E.
Public Works Director/Highway Engineer

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St. Louis County Public Works - November 20, 2012

Map Components

- County/County Intersection Lighting
- Interstate Highway
- U.S./State Highway
- County Road
- City/Town

BOARD LETTER NO. 15 – 133

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 14

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Agreement with Balkan Township and Right of Way Acquisition for the Reconstruction of Bridge 735 on Township Road 7826**

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

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:
To provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize a cooperative agreement with Balkan Township for the replacement of County Bridge 735 on the North Long Lake Road/Township Road 7826 in Balkan Township and authorize the Public Works Director to obtain necessary right of way for the project.

BACKGROUND:
Balkan Township and the St. Louis County Public Works Department have identified a need to reconstruct a short segment of the Town Road 7826/North Long Lake Road and to replace the existing bridge (County Bridge 735) over an unnamed stream running between Dewey and Long Lakes in Balkan Township. The Public Works Department has developed construction plans for this improvement (County Project 7826-215029) and state funds are available from the Town Road Bridge Account (SAP 069-599-039) to construct the project.

A local financial contribution is required to use these state funds, therefore, a cooperative agreement with Balkan Township is needed to define responsibilities in the delivery of the project and to allocate the local share costs between the county and the township. The agreement will also address the acquisition of additional right of way that will be needed from an adjacent private parcel of land and the ownership of the bridge after construction.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize a cooperative agreement with Balkan Township outlining responsibilities of both St. Louis County and Balkan Township in the replacement and future ownership of County Bridge 735. Funds from Balkan Township will be receipted into Fund 220, Agency 220358. It is also recommended that the County Board authorize the Public Works Director to proceed with the acquisition of the necessary lands and temporary easements for this project, payable from Fund 200, Agency 203001.

Agreement with Balkan Township and Right of Way Acquisition for the Reconstruction of Bridge 735 on Township Road 7826

BY COMMISSIONER _____

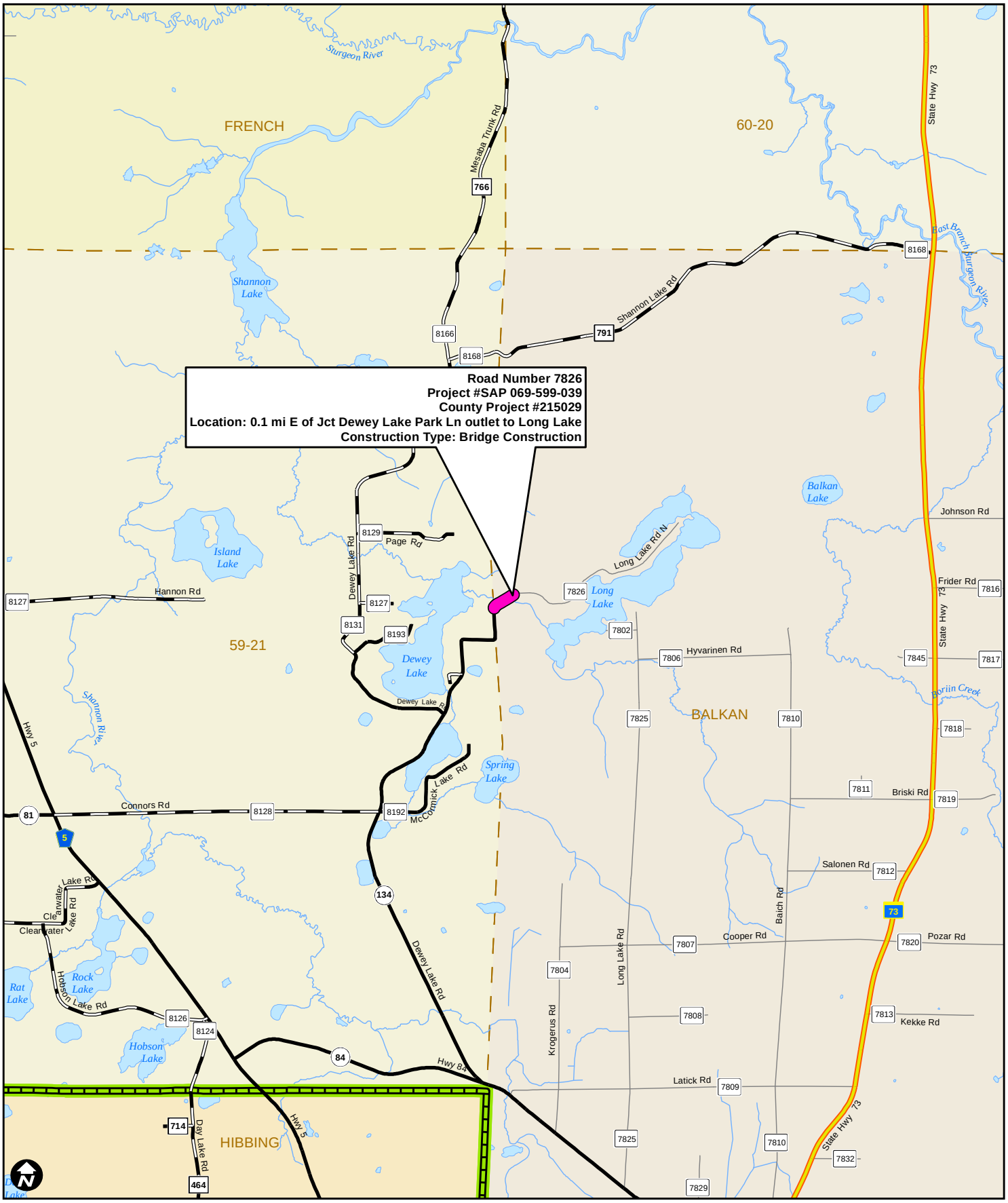
WHEREAS, The St. Louis County Public Works Department, in cooperation with Balkan Township, plans to reconstruct a small segment of Township Road 7826/North Long Lake Road and to replace the existing bridge (County Bridge 735) over an unnamed stream in Balkan Township, County Project 7826-215029, State Aid Project 069-599-039, and

WHEREAS, These improvements consist of replacing the deteriorated and damaged crossing structure with reinforced concrete box culverts at the same location and reconstructing the roadway as determined necessary to provide for the safety and convenience of the public; and

WHEREAS, In addition to the existing highway right of way, certain lands are required for this construction, together with temporary construction easements;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into a cooperative agreement, and any amendments approved by the County Attorney, with Balkan Township for the construction of County Project 7826-215029, State Aid Project 069-599-039, and the future ownership of County Bridge 735, with funds from Balkan Township receipted into Fund 220, Agency 220358;

RESOLVED FURTHER, That the St. Louis County Board authorizes the Public Works Director to proceed with the acquisition of the necessary lands and temporary easements for this project, payable from Fund 200, Agency 203001.



St. Louis County 2015 Road & Bridge Construction

Map Components

2015 Road & Bridge Construction

- Bridge Construction
- Interstate Highway
- U.S./State Highway
- County/Unorg. Twp. Road - Paved
- County/Unorg. Twp. Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake
- River/Stream

0 0.25 0.5 1 Mile

St. Louis County Public Works - March 27, 2015

BOARD LETTER NO. 15 – 134

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 15

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **State Contract Rental of Six Belly Dump Trailers**

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

James T. Foldesi
Highway Engineer/Public Works Director

RELATED DEPARTMENT GOAL:
To provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to approve a State Contract rental agreement for six belly dump trailers.

BACKGROUND:
The Public Works Department 2015 budget includes the rental of six belly dump trailers. It is recommended to rent these units instead of owning due to the limited seasonal use associated with gravel hauling. The rental agreement is for six units for five months each. This allows the Public Works Department to complete all gravel hauling operations effectively, without the expense of purchasing, storing, and maintaining owned units. The pricing for this rental agreement is from the State of Minnesota Contract.

The belly dump trailers will be rented from NUSS Truck and Equipment of Proctor, MN. The five month rental agreement for six trailers at $2,550.00 each per month will total $76,500.00. The cost is within that budgeted for this purchase.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the rental of six belly dump trailers from NUSS Truck and Equipment of Proctor, MN at the State Contract price of $76,500.00, payable from Fund 202, Agency 202002, and Object 634100.

State Contract Rental of Six Belly Dump Trailers

BY COMMISSIONER_____

WHEREAS, The Public Works Department budget includes rental of six belly dump trailers for gravel hauling operations; and

WHEREAS, The Public Works Department and Purchasing Division presented specifications and requested pricing for belly dump trailers, based on department needs; and

WHEREAS, NUSS Truck and Equipment of Proctor, MN responded with the State Contract price for six belly dump trailers at $76,500;

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes the rental of six belly dump trailers from NUSS Truck and Equipment of Proctor, MN, for a total cost of $76,500, payable from Fund 202, Agency 202002, Object 634100.

BOARD LETTER NO. 15 – 135

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 16

BOARD AGENDA NO.

DATE: **April 7, 2015** **RE:** **State Contract Purchase of Roadpatcher**

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

James T. Foldesi
County Engineer/Public Works Director

RELATED DEPARTMENT GOAL:
Provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to approve the purchase of one MACK truck chassis with Schwarze model RP006 Roadpatcher from NUSS Truck and Equipment Company of Proctor, MN.

BACKGROUND INFORMATION:
The Public Works Department 2015 equipment budget includes the purchase of one truck mounted roadpatching unit. The Public Works Department currently owns five similar machines that serve a key part in the department's road maintenance program. These machines have resulted in a substantial cost savings to the county in road maintenance and have extended the life of paved roads. Using this machine, one operator can accomplish the same work as four operators using traditional methods. The new unit will be replacing unit A6121 located at the Virginia Public Works facility which has reached the end of its usable life cycle, and has major mechanical issues. The cost to repair exceeds the value of the machine.

The MACK chassis with Schwarze model RP006 Roadpatcher will be purchased from NUSS Truck and Equipment of Proctor, MN using the available State of Minnesota Contract less trade in. The purchase price for the Roadpatcher is $242,069.00. The purchase will be subject to a 6.5% State of Minnesota sales tax of $7,803, for a total cost of $249,872 which is within budget for the purchase.

RECOMMENDATION
It is recommended that the St. Louis County Board authorize the purchase of one MACK chassis with Schwarze model RP006 Roadpatcher from NUSS Truck and Equipment of Proctor, MN, in the amount of $249,872 payable from Fund 407, Agency 407001, and Object 666300.

State Contract Purchase of Roadpatcher

BY COMMISSIONER _____

WHEREAS, The St. Louis County Public Works Department equipment budget includes one truck mounted roadpatching unit; and

WHEREAS, NUSS Truck and Equipment of Proctor, MN, responded with the State of Minnesota contract price for the unit in the amount of $242,069, plus 6.5% State of Minnesota sales taxes of $7,803 for a total cost of $249,872;

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes the purchase of one MACK chassis with Schwarze model RP006 Roadpatcher from NUSS Truck and Equipment of Proctor, MN, for $249,872, payable from Fund 407, Agency 407001, Object 666300.

BOARD LETTER NO. 15 – 136

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 17

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Agreement with the City of Hermantown for Pavement Rehabilitation of CR 890/Rose Road**

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

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:
To provide a safe, well-maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize an agreement with the City of Hermantown for pavement rehabilitation of the Hermantown portion of County Road (CR) 890/Rose Road, in conjunction with pavement rehabilitation the county portion of CR890/Rose Road.

BACKGROUND:
The Public Works Department currently has a pavement rehabilitation project on CR 890/Rose Road between Caribou Lake Road and Solway Road (CP 0890-241304) for construction in 2015. The City of Hermantown has proposed improvements to its portion of CR 890/Rose Road from Solway Road to Midway Road which will be tied to the county project, and an agreement needs to be authorized to deliver the project to completion. The city did not have this project in its 2015 Capital Improvement Plan. It is proposed that the city will reimburse the county in 2016 and 2017 for the approximately $200,000 in non-participating project costs.

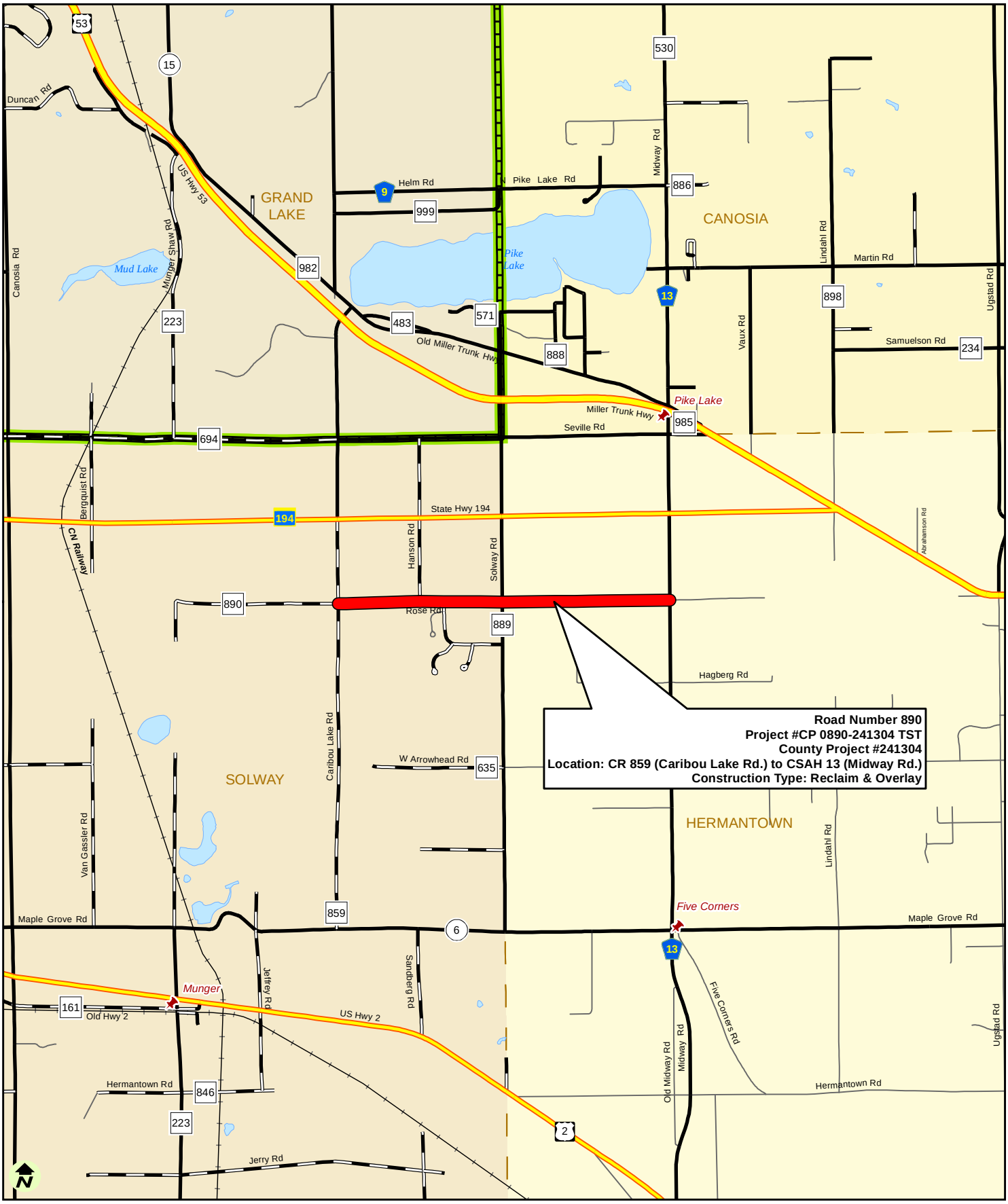
By combining the projects both the city and county will benefit from economies of scale, mobilization, and contract administration. The construction will be done under the above project by means of non-participating items in the construction plan, with the county performing all construction plans, staking, inspection, and certification of the work relating to both the city and county work. This non-participating work will be funded by Hermantown local funds.

RECOMMENDATION:
It is recommended the St. Louis County Board authorize an agreement with the City of Hermantown outlining responsibilities of both St. Louis County and the City of Hermantown for the proposed pavement rehabilitation on CR 890/Rose Road, CP 0890-241304. The funds from the City of Hermantown will be receipted into Fund 200, Agency 203373.

Agreement with the City of Hermantown for Pavement Rehabilitation of CR 890/Rose Road

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to enter into an agreement, and any amendments approved by the County Attorney, with the City of Hermantown for the pavement rehabilitation on County Road 890/Rose Road, CP 0890-241304, whereby the City of Hermantown will pay the “City of Hermantown Non-Participating” local share items listed in the plan. The funds from the City of Hermantown for this project will be receipted into Fund 200, Agency 203373, Object 551503.



St. Louis County 2015 Road & Bridge Construction

Map Components

2015 Road & Bridge Construction

- Reclaim & Overlay
- Interstate Highway
- U.S./State Highway
- County Road - Paved
- County Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake

0 0.25 0.5 1 Mile

St. Louis County Public Works - March 31, 2015

BOARD LETTER NO. 15 – 137

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 18

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Purchase of GPS Unit and Related Equipment**

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

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:
To provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the purchase of two (2) Trimble GPS Units and related equipment from Frontier Precision, Inc., St. Cloud, MN.

BACKGROUND:
The Public Works Department has budgeted for the purchase of GPS equipment for the engineering division to replace old equipment. Frontier Precision, Inc., St. Cloud, MN offered a quote through the State of Minnesota Contract in the amount of $73,691.95 less a $4,500 trade-in allowance for old equipment for a total cost of $69,191.95. Similar equipment from this supplier has been purchased in the past.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the purchase of two (2) Trimble GPS Units and related equipment from Frontier Precision, Inc., St. Cloud, MN in the amount of $69,191.95, payable from Fund 200, Agency 200008, Object 666300 as identified in quote No. 472, with the trade-in credited to Fund 200, Agency 200008, Object 591000.

Purchase of GPS Units and Related Equipment

BY COMMISSIONER _____

WHEREAS, The Public Works Department has budgeted for the purchase of two (2) Trimble GPS Units and related equipment; and

WHEREAS, Frontier Precision, Inc. of St. Cloud, MN offered a quote of $73,691.95 for this equipment through the State of Minnesota Contract, less a credit of $4,500 for trade-in of old equipment for a total cost of $69,191.95;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the purchase of two (2) Trimble GPS Units and related equipment from Frontier Precision, Inc. of St. Cloud, MN in the amount of $73,691.95 less a credit of $4,500 for trade-in of old equipment for a net cost of $69,191.95, payable from Fund 200, Agency 200008, Object 666300;

RESOLVED FURTHER, That the $4,500 trade-in credit be applied to Fund 200, Agency 200008, Object 591000.

BOARD LETTER NO. 15 – 138

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 19

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Agreement with LHB Inc., for Construction Administration – CSAH 16 Pavement Preservation (White, Colvin, Fairbanks and Bassett Townships)**

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

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:
To provide a safe, well-maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize an agreement with LHB Inc., of Duluth, MN for construction administration for pavement preservation projects on County State Aid Highway (CSAH) 16 extending through White, Colvin, Fairbanks and Bassett Townships.

BACKGROUND:
The Public Works Department published a Request for Qualifications (RFQ) to engineering consultants for engineering services related to construction administration during tied pavement preservation projects on CSAH 16 in White, Colvin, Fairbanks and Bassett Townships. Project CP 0016-63797/SAP 69-616-049(Low) is a reclaim and overlay of CSAH 16 between CSAH 4 and 1.84 miles west of National Forest Service (NFS) Road 118 in White and Colvin Townships. Project CP 0016-153442/SAP 69-616-056 is a mill and overlay of CSAH 16 between a point 1.84 miles west of NFS Road 118 and the Lake County line in Fairbanks and Bassett Townships. The total construction cost is estimated at $7.7 million and is funded with Transportation Sales Tax dollars.

Four firms submitted proposals, and after reviewing the proposals, it was determined that LHB, Inc. of Duluth, MN, has the training, experience, and knowledge to provide these services, and would be the best choice. The LHB proposal for these services is for an amount not to exceed $85,000. The factors considered to determine the best

choice were proposal content/completeness, understanding of the county's needs, relevant experience and past performance, work plan, and cost.

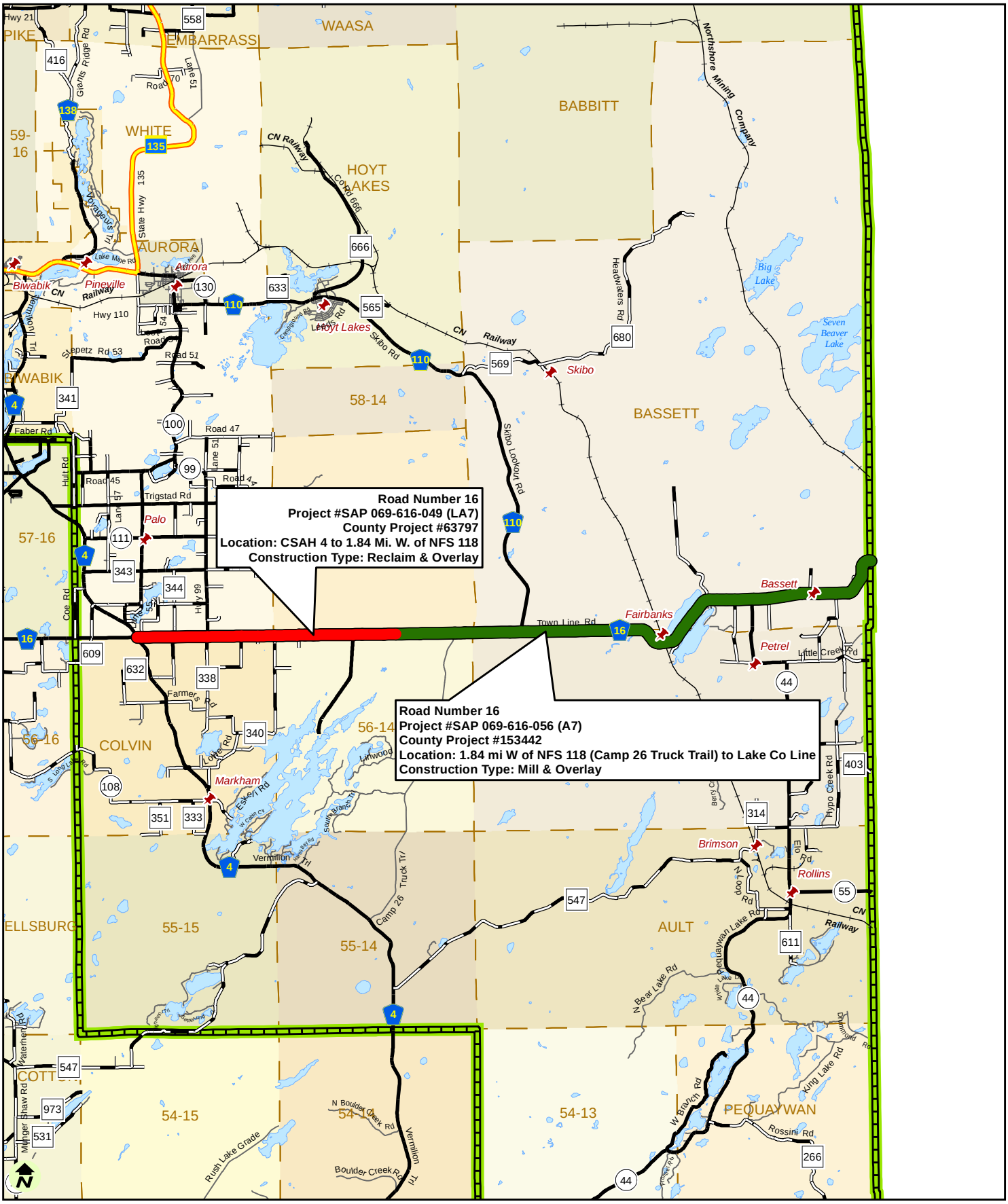
RECOMMENDATION:
It is recommended that the St. Louis County Board authorize an agreement with LHB, Inc. for the construction administration services for pavement preservation on CSAH 16 in White, Colvin, Fairbanks and Bassett Townships, identified as CP 0016-63797 and CP 0016-153442. The total cost of these services is $85,000, payable from Fund 444, Agency 444002, Object 626600, and Agency 444003, Object 626600.

Agreement with LHB Inc., for Construction Administration – CSAH 16 Pavement Preservation (White, Colvin, Fairbanks and Bassett Townships)

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board authorizes an agreement, and any amendments authorized by the County Attorney, with LHB, Inc. of Duluth, MN, for construction administration services during tied pavement preservation projects on County State Aid Highway 16 in White, Colvin, Fairbanks and Bassett Townships, identified as CP 0016-63797/SAP 69-616-049(Low) and CP 0016-153442/SAP 69-616-056. The total cost of these services is not to exceed $85,000, payable from:

Fund 444, Agency 444002, Object 626600, $45,000 (SAP 69-616-049)
Fund 444, Agency 444003, Object 626600, $40,000 (SAP 69-616-056)



St. Louis County 2015 Road & Bridge Construction

St. Louis County Public Works - April 2, 2015

0 1 2 4 Miles

Map Components

2015 Road & Bridge Construction

- Reclaim & Overlay
- Mill & Overlay
- Interstate Highway
- U.S./State Highway
- County Road - Paved
- County Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake

BOARD LETTER NO. 15 - 139

FINANCE & BUDGET COMMITTEE CONSENT NO. 20

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **2014 Fourth Quarter Budget Changes**

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

Donald Dicklich
County Auditor

RELATED DEPARTMENT GOAL:
Provide professional finance and accounting services in keeping with best practices, ensuring that public dollars are used exclusively for authorized public purposes.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the budgetary revenue and expenditure changes incurred in the fourth quarter of 2014.

BACKGROUND:
Each year, the County Board adopts a resolution which allows for transfers and appropriations within funds for the current budget year. In addition, the 2014 Budget Resolution No. 764, dated Dec. 17, 2013, requires that increases to the original governmental funds revenue and expenditure budgets cannot be made without County Board approval. The following represent the transfers and budgetary changes requested during the fourth quarter of 2014.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the 2014 fourth quarter budget changes.

2014 Fourth Quarter Budget Changes

BY COMMISSIONER _____

WHEREAS, All increases in original governmental funds revenue and expenditure budgets require County Board approval; and

WHEREAS, Departments anticipate being notified of additional revenues throughout the year and need approval to increase revenue and expenditure budgets; and

WHEREAS, Proposed budget adjustments are levy neutral;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the following budget changes:

1. Increase general fund County Program Aid budget for the second half of 2014 to match the certified amount, and transfer the increase to capital projects for the North Rescue Squad building and other future projects ($558,345.86).
2. Transfer actual excess returned Tax Increment Financing from the general fund to the Economic Development fund ($1,102,467.71).
3. Use of general fund cash flow fund balance for Joy Global and Cirrus abatements ($37,770.00).
4. Increase mineral rents, royalties, and excess lease revenue budgets in the general fund to match actual revenue received, and transfer the increase to capital projects for future projects ($1,013,735.71).
5. Increase general fund delinquent taxes and penalties/interest budgets to account for actual revenue exceeding the budget, and transfer the increase to capital projects fund for future projects ($466,196.94).
6. Use of Hibbing Raceway assigned fund balance for final payment to the City of Hibbing ($12,000.00).
7. Transfer Camp Esquagama portion of the 2014 Land & Minerals Department Proceeds apportionment (Resolution No. 15-142) from the general fund to capital projects for this additional capital payment to Arrowhead Center for Camp Esquagama capital investments ($212,681.00).
8. Increase Aid to Other Agencies revenue and expense budget for State Fire Aid to match the actual amount received ($19,232.47).
9. Transfer portion of Assessor's Office unspent personnel budget to operating to cover higher-than-anticipated expenses ($69,363.77).
10. Transfer Assessor's Office expense budget savings and unbudgeted revenue to capital projects for A.P. Cook Building build out ($218,193.29).
11. Use of Recorder's Office technology assigned fund balance to purchase supplies for Microfilm's vinegar syndrome project ($2,818.60), to purchase computers and printers ($4,065.73), and for a joint project involving the scanning of historic survey records for the purpose of record preservation and to make them easily available to the public for research ($10,000.00).

12. Increase intra-fund transfer from Recorder's Office technology fund to Microfilm ($741.97).
13. Transfer excess Recorder's Office personnel budget to operating to cover higher than anticipated expense ($7,086.08).
14. Transfer excess retiree payout personnel budget to health care reform to cover higher than anticipated operating expense ($530.00).
15. Increase the Human Resources Employee Development Division interdepartmental training reimbursements revenue and expense budget to match actual outside revenue received ($4,360.00).
16. Increase transfer of excess rent from Property Management to depreciation reserve fund, including necessary expense transfers and revenue increases within Property Management's current budget ($717,092.96).
17. Increase revenue and expense estimates for Police Aid in Sheriff's Office budget to match actual amounts received ($109,694.47).
18. Increase Sheriff's Office revenue and expense budget for supplemental Boat & Water equipment grant ($8,500.00).
19. Increase Sheriff's Office revenue and expense budget for Snowmobile Safety grant ($17,097.00).
20. Increase Sheriff's Office revenue and expense budget for North Safe & Sober grant to match actual revenue received ($4,022.41).
21. Increase Sheriff's Office revenue and expense budget to reflect actual asset trade-in value recognized as revenue ($20,023.00)
22. Increase Sheriff's Office revenue and expense budget to account for unbudgeted funds received from Amsoil K9 foundation ($4,000.00).
23. Increase Sheriff's Office revenue and expense budget for Toward Zero Death grant to match actual revenue received ($650.00).
24. Increase Sheriff's Office revenue and expense budgets to match actual revenues received for meth-related overtime reimbursements ($8,438.95).
25. Increase the Sheriff's Office State Emergency Management Performance Grant budget, adopted as part of Resolution No. 13-764, to match the actual amount of revenue received ($1,634.04).
26. Increase Sheriff's Office Law Enforcement expense and revenue budget for vehicle attachments purchase, reimbursed by Mountain Iron ($5,000.00).
27. Increase Sheriff's Office jail revenue and expense budget for additional Minnesota Art Learning Grant funding ($1,690.00).
28. Transfer excess volunteer fire department revenue to the general fund ($27,377.28).
29. Increase revenue and expense budget in Personal Service fund to anticipated levels for Child in Need of Protective Services (CHIPS) court expenses ($2,500.00)
30. Use of Attorney's Office forfeitures fund balance for donation to Sixth Judicial District Specialty Courts for increased urinalysis testing ($10,000.00).
31. Use of Sheriff's Office State Forfeiture fund balance to cover higher than anticipated expenses ($4,705.25).
32. Increase Sheriff's Office State Forfeiture miscellaneous revenue and expense budget to match actual amount of miscellaneous revenue received ($5,315.35).
33. Use of Attorney Trust Account-Victim/Witness fund balance for crime victim related expenses ($337.26).

34. Use of Revolving Loan fund balance for payment to the City of Virginia for the East Range Clinic Demolition Project Resolution No. 14-733 ($114,173.97).
35. Use of County Extension fund balance and increase in revenue budget for Cooperative Extension Committee Holiday Project ($600.00).
36. Use of Sheriff's Office drug buy fund balance to cover actual expenses incurred ($300.00).
37. Increase Public Works revenue and expense budget for crushing overages that resulted in additional revenue ($46.60).
38. Increase Public Works revenue and expense budget to reflect actual asset trade-in value recognized as revenue ($13,620.00).
39. Increase Public Works revenue and expense budget to match actual revenue received for force account work on SAP 69-600-022 ($5,300.00).
40. Increase Public Works State Aid engineering salary reimbursement revenue budget to match actual revenue received, and add this increase to the fund balance assigned for State Aid Engineering ($903,152.92).
41. Increase Public Works revenue and expense budgets to reflect actual amount of State Park Road Account and Town Bridge revenue received ($1,076,102.37).
42. Increase Public Works revenue and expense budget to account for Lake County's overage on CP 0000-209544, SAP 38-610-006 ($40,758.54).
43. Increase original Public Works Flood Bond revenue projections to match actual project amounts ($3,000,000.00).
44. Increase Public Health & Human Services revenue and expense budget for Cost Effective Health Insurance pass-through dollars from the state ($105,934.00).
45. Use of Public Health & Human Services Out of Home Placements assigned fund balance to pay for increased costs of children in out of home placements ($886,694.00).
46. Increase Public Health & Human Services WIC Grant revenue and expense budget to the new funding amounts approved in the fourth quarter ($13,480.50).
47. Transfer Public Health & Human Services budget savings from personnel to public aid assistance to fund the increase in Out of Home Placement costs and an increase in the Chemical Dependency maintenance of effort ($345,854.00).
48. Increase Land & Minerals revenue and expense budget to reflect transfer in revenue from sale of assets to other departments ($20,555.00).
49. Transfer budget from Forfeited Tax to Forest Resources to account for personnel changes made after the budget was entered ($133,266.07).
50. Increase CDBG budget to reflect actual program income collected from AEOA ($13,585.60).
51. Increase HOME program income revenue and expense budget estimates to match actual revenue received ($62,479.37).
52. Update the Septic Loan revenue and expense budgets to reflect new loans and principal payments being posted directly to Loans Receivable balance sheet account per the State Auditor. This is a revolving loan account and accounting for the loans in this way makes the balance available for new loans more transparent ($114,410.11).

53. Record debt service budget for use of escrow account to pay off refinanced debt ($2,885,000.00).
54. Record debt service portion of payment from escrow account that was part of the refinancing of debt ($115,216.00).
55. Transfer capitalized interest from capital project construction fund to debt service fund ($148,569.02).
56. Increase Capital Projects revenue and expense budget for solar inspection reimbursement revenue received ($12,318.44).
57. Increase Capital Projects revenue and expense budget for Virginia and Hibbing Public Utilities Conservation Improvement Program rebates ($356.39).
58. Increase loan from Capital Projects fund to Motor Pool for the new building in Virginia, which brings together all costs into a single loan structure, ensuring repayment ability and that annual costs are built into Motor Pool charges in sustainable fashion ($244,841.00).
59. Transfer funds from Human Resources Employee Development Division to Public Works building construction fund to cover a portion of the cost associated with the new north training room ($32,193.90).
60. Increase Public Works Equipment Fund revenue and expense budget to reflect actual asset trade-in value recognized as revenue ($16,500.00).
61. Increase 2013B Capital Equipment note revenue and expense budget to reflect actual asset trade-in value recognized as revenue ($242,400.00).
62. Use of property casualty liability fund retained earnings for settlement agreement Resolution No. 14-458 ($100,000.00).
63. Use of medical/dental insurance fund retained earnings to cover higher than expected OPEB and reinsurance fees, as well as an unexpected increase in settlement fees ($499,308.00).
64. Increase general fund Planning and Zoning GIS fund balance assignment to be used for one-time investments in GIS activities with savings in the Planning and Community Development budget (150,897.57).
65. Increase general fund Information Technology (IT) fund balance assignment for one-time investments in large IT solutions of county-wide impact with savings in General Fund budgets ($2,067,476.55).
66. Increase general fund Public Safety Innovation fund balance assignment to fund pilot initiatives approved by the Criminal Justice Coordinating Committee to combat the ongoing jail overcrowding problem with savings in the Jail budget ($450,804.52).
67. Assign Public Health & Human Services fund balance for Out of Home Placements, to be used when out of home placement costs exceed budgeted amounts ($814,047.83).
68. Increase Public Health & Human Services fund balance assignment for Building Remodeling, which will include remodels of the Government Services Center and Northland Office Center, resulting in reorganization and consolidation, and replacement of some work spaces ($150,000.00).
69. Transfer from Public Health & Human Services assigned for Technology fund balance to assignment for MN Choices fund balance to be used for the unfunded amounts from the new MN Choices program ($192,221.14).

	Fund	Agency	Object	Grant	Year	Expense Budget	Transfer Out	Accumulation of Fund Balance	Revenue Budget	Transfers In	Use of Fund Balance	Advance to Other Fund	Advance from Other Fund
1	100	100001	521525						(558,345.86)				
	100	100001	697600				558,345.86						
	400	400023	590100							(558,345.86)			
	400	400023	663100			558,345.86							
2	100	100001	500400						(1,102,467.71)				
	100	100001	697700				1,102,467.71						
	178	178001	590500							(1,102,467.71)			
	178	999999	311108					1,102,467.71					
3	100	100001	500900						37,770.00				
	100	999999	311107								(37,770.00)		
4	100	100001	521401						(548,936.23)				
	100	100001	521403						(25,981.47)				
	100	100001	521404						(438,818.01)				
	100	100001	697600				1,013,735.71						
	400	400023	590100							(1,013,735.71)			
	400	400023	663100			1,013,735.71							
5	100	100001	500500						(442,549.00)				
	100	100001	500400						(23,647.94)				
	100	100001	697600				466,196.94						
	400	400023	590100							(466,196.94)			
	400	400023	663100			466,196.94							
6	100	102003	630900			12,000.00							
	100	999999	311106								(12,000.00)		
7	100	102006	697600				212,681.00						
	100	999999	311424								(212,681.00)		
	400	400024	629900			212,681.00							
	400	400024	590100							(212,681.00)			
8	100	103001	521505						(19,232.47)				
	100	103001	699100			19,232.47							
9	100	118001	610000			(69,636.77)							
	100	118001	633600			69,636.77							
10	100	118001	552504						(153,286.07)				
	100	118001	610000			(64,907.22)							
	100	118001	697600				218,193.29						
	400	400039	590100							(218,193.29)			
	400	400039	663100			218,193.29							
11	100	999999	311014								(2,818.60)		
	100	120001	640600			2,818.60							
	100	121002	697700				2,818.60						
	100	120001	590500							(2,818.60)			
	100	121002	640400			4,065.73							
	100	999999	311014								(4,065.73)		
	100	121002	629900			10,000.00							
	100	999999	311014								(10,000.00)		
12	100	121002	697700				741.97						
	100	120001	590500							(741.97)			
	100	121002	623900			(741.97)							
	100	120001	640600			741.97							
13	100	121001	610000			(7,086.08)							
	100	121001	637900			7,086.08							
14	100	125001	616400			(530.00)							
	100	125002	630201			530.00							
15	100	126001	552505						(4,360.00)				
	100	126001	634200			4,360.00							
16	100	128000	697600				717,092.96						
	402	402001	590100							(717,092.96)			
	402	999999	311200					717,092.96					
	100	128000	637900			(471,990.65)							
	100	128000	610000			(197,180.02)							
	100	128002	552506						(19,816.76)				
	100	128003	583100						(18,704.17)				
	100	128015	583103						(9,401.36)				
17	100	129001	521506						(109,694.47)				
	100	129003	695100			23,637.59							
	100	129003	666200			35,000.00							
	100	129003	643200			51,056.88							
18	100	129999	642900	12936	2014	8,500.00							
	100	129999	540906	12936	2014				(8,500.00)				
19	100	129999	610300	12921	2014	14,077.59							
	100	129999	656100	12921	2014	3,019.41							

	100	129999	530802	12921	2014				(17,097.00)		
20	100	129999	610300	12917	2014	3,420.47					
	100	129999	615000	12917	2014	601.94					
	100	129999	551505	12917	2014				(4,022.41)		
21	100	129999	665900	12938	2011	15,770.00					
	100	129999	591000	12938	2011				(15,770.00)		
	100	129999	665900	12938	2013	4,253.00					
	100	129999	591000	12938	2013				(4,253.00)		
22	100	129008	633400			4,000.00					
	100	129008	583100						(4,000.00)		
23	100	129999	610300	12917	2014	650.00					
	100	129999	551505	12917	2014				(650.00)		
24	100	129999	610300	12943	2014	8,438.95					
	100	129999	540515	12943	2014				(8,438.95)		
25	100	132999	540903	13203	2014				(1,634.04)		
	100	132999	623100	13203	2014	1,634.04					
26	100	134002	656500			5,000.00					
	100	134002	551524						(5,000.00)		
27	100	137999	629900	13701	2013	1,690.00					
	100	137999	532701	13701	2013				(1,690.00)		
28	148	148001	697700				27,377.28				
	100	100001	590500							(27,377.28)	
	148	999999	311200								(27,377.28)
	100	999999	311200					27,377.28			
29	149	149001	583100						(2,500.00)		
	149	149001	629900			2,500.00					
30	167	167001	637900			10,000.00					
	167	999999	311200								(10,000.00)
31	168	168001	629900			4,705.25					
	168	999999	311200								(4,705.25)
32	168	168001	583100						(5,315.35)		
	168	168001	630600			5,315.35					
33	169	169001	637900			337.26					
	169	999999	311200								(337.26)
34	176	176001	629900			114,173.97					
	176	999999	311200								(114,173.97)
35	184	185026	575300						(300.00)		
	184	185026	623100			600.00					
	184	999999	311200								(300.00)
36	187	187001	642700			300.00					
	187	999999	311146								(300.00)
37	200	201080	551540						(17.60)		
	200	201080	650200			17.60					
	200	201080	551574						(29.00)		
	200	201080	650200			29.00					
38	200	200008	591000						(3,900.00)		
	200	200008	664800			3,900.00					
	200	200122	591000						(9,720.00)		
	200	200122	664800			9,720.00					
39	200	203001	521607						(5,300.00)		
	200	203001	652800			5,300.00					
40	200	200008	610000			(903,153.92)					
	200	999999	311044					903,153.92			
	220	220001	610000			903,153.92					
	220	220001	521606						(903,153.92)		
41	200	203001	521607						(12,788.73)		
	200	203001	652800			1,076,102.37					
	200	203001	521701						(1,063,313.64)		
42	220	220310	652700			40,758.54					
	220	220310	551508						(40,758.54)		
43	225	225001	530404						(3,000,000.00)		
	225	225001	652713			3,000,000.00					
44	230	231019	600400			105,934.00					
	230	231019	530619						(52,967.00)		
	230	231019	526800						(52,967.00)		
45	230	232008	601200			886,694.00					
	230	999999	311402								(886,694.00)
46	230	233999	633100	23302	2014	13,480.50					
	230	233999	540104	23302	2014				(13,480.50)		
47	230	232006	604400			228,384.00					

	230	232008	601600	115,650.00							
	230	232016	604200	1,820.00							
	230	230006	610000	(344,912.00)							
	230	232008	610000	(942.00)							
48	240	241001	590100					(20,555.00)			
	240	241001	637900	20,555.00							
49	290	290004	610100	86,650.28							
	290	290004	615100	32,577.26							
	290	290004	615300	888.24							
	290	290004	615200	239.40							
	290	290004	616200	6,282.15							
	290	290004	617100	6,628.74							
	290	999999	311200						(133,266.07)		
	240	246001	615100	(32,577.26)							
	240	246001	615300	(888.24)							
	240	246001	615200	(239.40)							
	240	246001	610100	(86,650.28)							
	240	246001	616200	(6,282.15)							
	240	246001	617100	(6,628.74)							
	240	999999	311200			133,266.07					
50	260	261003	540307				(13,585.60)				
	260	261003	629900	13,585.60							
51	270	271004	540307				(62,479.37)				
	270	271004	629900	62,479.37							
52	280	280001	584101				45,000.00				
	280	280001	629900	(34,410.11)							
	280	999999	311202						(589.89)		
	281	281001	584101				35,000.00				
	281	281001	629900	(80,000.00)							
	281	999999	311202			35,000.00					
53	311	311001	697801	2,885,000.00							
	311	99999	311202						(2,885,000.00)		
54	321	321001	636100	115,216.00							
	321	999999	311202						(115,216.00)		
55	320	320001	590100					(148,569.02)			
	443	443001	697600		148,569.02						
	320	999999	311200			148,569.02					
	443	999999	311200						(148,569.02)		
56	400	400015	545137				(12,318.44)				
	400	400015	663100	12,318.44							
57	400	400015	545117				(356.39)				
	400	400015	663100	356.39							
58	400	999999	111240							244,841.00	
	715	999999	234001								(244,841.00)
59	100	126001	640300	(32,193.90)							
	100	126001	697600		32,193.90						
	405	405063	590100					(32,193.90)			
	405	405063	640300	32,193.90							
60	407	407001	591000				(16,500.00)				
	407	407001	666300	16,500.00							
61	441	441001	591000				(242,400.00)				
	441	441001	666300	242,400.00							
62	720	720001	636200	100,000.00							
	720	999999	311200						(100,000.00)		
63	740	740001	629607	103,000.00							
	740	999999	311202						(103,000.00)		
	740	740002	636900	172,406.00							
	740	740002	630202	223,902.00							
	740	999999	311202						(396,308.00)		
64	100	999999	311122			150,897.57					
65	100	999999	311139			2,067,476.55					
66	100	999999	311426			450,804.52					
67	230	999999	311402			814,047.83					
68	230	999999	311404			150,000.00					
69	230	999999	311407			192,221.14					

BOARD LETTER NO. 15 - 140

FINANCE & BUDGET COMMITTEE CONSENT NO. 21

BOARD AGENDA NO.

DATE: **April 7, 2015** **RE:** **Abatement List for Board Approval**

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

Mark Monacelli, Director
Public Records & Property Valuation

David L. Sipila
County Assessor

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

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

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

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

Abatement List for Board Approval

BY COMMISSIONER _____

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

Abatements Submitted for Approval by the St. Louis County Board on 4/14/2015

PARCEL CODE			AUD NBR		NAME	TYPE	LOCATION	APPRAISER	REASON	YEAR	REDUCTION
140	99	560	0	15474	HOOPER, MELANIE	R	Hibbing	Patrick Orent	HOMESTEAD	2015	748.00
90	5030	9111	0	15475	LAKEHEAD CONSTRUCTOR	P	Virginia	Carol Doty	PP CANCEL	2015	100.00
310	10	1867	0	15471	TEREAULT, PATRICK	R	Culver	Carol Doty	DOUBLE ASSESSMENT	2015	24.00

BOARD LETTER NO. 15 – 141

FINANCE & BUDGET COMMITTEE CONSENT NO. 22

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Agreement with SuperiorUSA Corporation for Administration of Flexible Spending Account Plan 2015-2016 and Approve the Restated Master Plan Document**

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

James R. Gottschald
Human Resources Director

RELATED DEPARTMENT GOAL:
To provide for efficient and effective government.

ACTION REQUESTED:
The St. Louis County Board is requested to approve the Flexible Spending Accounts Program plan service agreement with SuperiorUSA Corporation, Duluth, MN, and the restated Master Plan Document.

BACKGROUND:
Since 1993, St. Louis County has contracted with SuperiorUSA Corporation, formerly Employer Data Communications, Inc. and SuperiorUSA Benefits Corporation, for the administration of its Flexible Spending Accounts Plan.

SuperiorUSA has accepted the county's proposal to renew a two-year contract (2015-2016) under the same terms and conditions as contained in each of our two-year agreements since the 1997-1998 service agreement. Based on the present enrollment of 716 participants in the program, the 2015 participation cost to the county would be $24,128. Assuming a nominal increase in the 2016 enrollment to 720 participants, the participation cost to the county would be $24,260. In addition, postage and envelopes will be billed to the county at cost.

The Flexible Spending Master Plan Document was last amended by the St. Louis County Board in January 2011 to address legal requirements mandated by the Affordable Care Act. The Master Plan Document has been restated to incorporate the

cumulative changes approved by the County Board over the years, and will supersede all prior versions. No new changes to the plan are being requested at this time.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the administrative services agreement with SuperiorUSA, Duluth, MN for the county's flexible spending accounts plan and approve the restated Master Plan Document.

Agreement with SuperiorUSA Corporation for Administration of Flexible Spending Account Plan 2015-2016 and Approve the Restated Master Plan Document

BY COMMISSIONER_____

WHEREAS, Staff from the Human Resources Department, County Attorney's Office and SuperiorUSA Corporation, Duluth, MN, have worked together in the preparation and review of a 2015-2016 administrative services agreement; and

WHEREAS, The St. County Flexible Spending Master Plan Document has been restated to incorporate cumulative addendums approved by the County Board since 2007;

THEREFORE BE IT RESOLVED, That the St. Louis County Board hereby accepts the 2015-2016 proposal agreed to by SuperiorUSA Corporation, Duluth, MN, for the administration of the Flexible Spending Accounts Plan payable from Fund 100, Agency 123001, Object 620200, as contained in County Board File No. _____, on file in the office of the County Auditor;

RESOLVED FURTHER, That the Chair of the County Board and County Auditor are hereby authorized to sign said agreement on behalf of St. Louis County;

RESOLVED FURTHER, That the restated Master Plan Document is hereby approved.

PLAN SERVICES AGREEMENT FOR FLEXIBLE COMPENSATION PLAN

This Services Agreement is entered into between the **COUNTY OF ST. LOUIS** (County), 100 North Fifth Avenue West, Duluth, Minnesota 55802 and **SUPERIORUSA CORPORATION**, (SuperiorUSA), 525 Lake Ave South, Suite 410, Duluth, Minnesota 55802.

W I T N E S S E T H:

WHEREAS, the County of St. Louis and Arrowhead Regional Corrections (ARC) have determined that it is in their best interest, and the best interest of eligible participating employees thereof, to have a joint plan of flexible compensation as authorized by Section 125 of the Internal Revenue Code of 1986, as amended, for the benefit of such eligible participating employees as determined by the County of St. Louis and ARC to be known as the St. Louis County and Arrowhead Regional Corrections, hereinafter referred to as the "Plan"; and

WHEREAS, St. Louis County has agreed to provide personnel administration services for Arrowhead Regional Corrections, including the administration of the Plan; and

WHEREAS, in furtherance of such determination, and in accordance with applicable provisions of such Plan, St. Louis County deems it advisable to delegate certain claims processing and management to a person or entity with the capability of providing such functions; and

WHEREAS, the County has elected to appoint SuperiorUSA as the Contract Administrator of the Plan and has and does hereby delegate certain ministerial powers and authority to such Contract Administrator and the parties hereto do hereby desire to

set forth their agreement concerning the respective rights, duties and responsibilities of such parties relative to such delegation of ministerial authority as described herein.

NOW, THEREFORE, for, and in consideration of, the mutual covenants and agreements hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the County and SuperiorUSA do hereby agree as follows:

ARTICLE I

1.1 SuperiorUSA shall assist the County in maintaining a Plan to be used by the County and ARC. The Plan shall provide benefit elections for eligible participating employees. The benefit elections may, but need not, include the following:

(a) Provisions of funds for a medical care reimbursement account for the benefit of participating employees and their dependents;

(b) Provisions of dependent care reimbursement account for eligible participating employees, and such other benefit elections consistent with the provisions of Sections 79, 105, 106, 125 and 129 of the Internal Revenue Code of 1986;

(c) Provisions of funds for an adoption assistance account for eligible participating employees consistent with Section 137 of the Internal Revenue Code of 1986.

1.2 SuperiorUSA shall provide the County with vouchers, claims forms or other documents necessary to implement the Plan.

1.3 SuperiorUSA shall provide accounting services sufficient to show the amount of benefit available to eligible participating employees on a quarterly basis sufficient

to meet the needs of the claims procedure established by the Plan. SuperiorUSA shall additionally provide a bi-weekly statement of benefits paid by the County on behalf of each participating employee receiving benefits under the Plan on a Plan Year basis which final statement and reminder letter shall be provided to each such participant within thirty (30) days before the end of each Plan Year.

1.4 SuperiorUSA shall receive applications for benefits made by eligible participating employees and shall process the same and issue payment to eligible employees in accordance with the eligibility standards as set forth in the Plan to the extent that accounting information provided to SuperiorUSA indicates that benefits will be available to permit payment of the benefits applied for by the employees. In the event that the application for benefits is appropriate under the Plan and benefits will be available in the appropriate account for payment thereof, SuperiorUSA shall issue payment and forward the same to the employee. If SuperiorUSA determines that a given application for benefits is not eligible under the Plan for whatever reason, SuperiorUSA shall forward a notice to the employee providing the reason for denial and describing any additional information which might be necessary to perfect or complete the denied application.

1.5 SuperiorUSA shall make eligibility determinations on behalf of the County in accordance with the claims procedure set forth in the Plan based upon information provided to SuperiorUSA by the employee and by the County and shall, in no event, be liable in any manner for payment of benefits based upon information fraudulently or erroneously supplied to SuperiorUSA. It is understood

that SuperiorUSA is acting on behalf of the County as a recordkeeper only and shall have no responsibility to investigate the accuracy or truthfulness of any information provided to SuperiorUSA. SuperiorUSA shall incur no liability for wrongful payment of any claim due to fraudulent or erroneous information supplied by County or employee.

1.6 SuperiorUSA will conduct discrimination testing to ensure compliance with the Internal Revenue Code using prescribed formulas in I.R.C. §§ 125, 129, 105 and 106.

ARTICLE II

2.1 This agreement shall be in effect for Plan Years 2015 and 2016 and shall terminate when SuperiorUSA has completed all activities for Plan Year 2016, including final statements to employees and processing of all claims for Plan Year 2016.

2.2 For the Plan Year 2015, SuperiorUSA shall receive an estimated fee of $24,128 which includes $500.00 for Annual Re-enrollment Fee, a monthly administrative fee in the amount of $2.75 per participant for an estimated total of 716 participants, which includes the handling costs. In addition, postage and envelopes will be billed to the County at cost. For the Plan Year 2016, SuperiorUSA shall receive an estimated fee of $24,260.00 which includes $500.00 for Annual Re-enrollment Fee, a monthly administrative fee in the amount of $2.75 per participant for an estimated total of 720 participants, which includes handling costs. In addition, postage and envelopes will be billed to the County at cost and plan design changes, if requested by County or required by

the Internal Revenue Service, will result in a $250.00 service charge. If SuperiorUSA is not under contract with County to administer Plan Year 2016, SuperiorUSA agrees to complete the administration of Plan Year 2015 by processing all claims by March 1, 2016, or sooner if required by law, and transferring County records to County or a person designated by County, for the total payment of $750.00.

The County shall remit all sums payable under this Agreement within ten (10) days of presentation of a bill for such services by SuperiorUSA. SuperiorUSA shall bill for such services no more often than once each month.

2.3 It shall be the responsibility of the County to provide SuperiorUSA with appropriate requested documentation as to eligible participating employees on a monthly basis. The County shall further provide SuperiorUSA with all requested information as to benefit elections, benefit election amounts and payroll deduction amounts of each eligible participating employee.

2.4 The County shall make necessary changes in the payroll to accommodate salary reductions, medical reimbursements, child care assistance and any other necessary changes and insure that employee W-2 forms reflect the new gross taxable wages after the salary reduction. The County will report the amount of dependent care assistance in Box 10, Form W-2. County will notify employees who select Dependent Care benefits that they must report the Tax Identification Number or Social Security Number of their provider on Form 2441 with their tax return.

2.5 The County shall provide information on employee terminations to SuperiorUSA so that a final expense voucher can be generated and data base and billings can be updated to reflect the termination. The fee will be charged in full for any part of a month that the employee is active.

2.6 The County will verify that employees receive statements and vouchers provided by SuperiorUSA on a timely basis.

2.7 The County shall insure that Plan documents have been prepared and filed and any signed Salary Reduction Agreements are filed in accordance with the Plan documents.

2.8 The County shall submit to SuperiorUSA promptly all claims for benefits filed pursuant to the Plan and shall further promptly submit any additional required information as requested by SuperiorUSA. Any objections to the denial of any claim by an eligible participating employee shall be promptly submitted to SuperiorUSA per the terms of the Plan Document.

2.9 SuperiorUSA shall utilize all funds provided by the County as employee salary reduction amounts to make payment of benefits properly payable according to the term of the Plan. SuperiorUSA shall, upon producing a draft for benefit payment under the Plan from such funds, submit a request to the County for the amount to be paid.

2.10 The County will advise all employees who are employed at the time the Plan goes into effect that employees are required to make their benefit elections in advance of the beginning of the Plan Year in order to participate in the Plan during the current Plan Year.

ARTICLE III

3.1 SuperiorUSA is and shall remain an independent contractor with respect to the services performed by SuperiorUSA and shall not, for any purpose, be deemed an employee of the County, nor shall the relationship of the parties be deemed that of partners or joint ventures. SuperiorUSA does not assume any responsibility, risk, liability or obligation for the Plan, the adequacy of the funding thereof, or any act or omission or breach of duty by parties other than SuperiorUSA. SuperiorUSA shall not be deemed an insurer, underwriter or guarantor with respect to any benefits payable under the Plan.

3.2 SuperiorUSA shall execute the Certification or Worker's Compensation Insurance attached as Exhibit A.

3.3 In providing services under this Agreement, SuperiorUSA agrees that it will strictly observe the provisions of the Minnesota Government Data Practices Act (Minn. Stat. Ch. 13) regarding protection of individual data and dissemination of information. No information which would specifically identify any individual Client will be released to third parties, including the County and ARC, without written consent of the Client. This provision does not prevent SuperiorUSA from releasing information to the County and ARC which is required by Section II. REPORTING or pursuant to authorization for release of information signed by a Client.

It is further understood that SuperiorUSA shall not, unless otherwise authorized by the County Board or the ARC Board, disclose any information to the media or other third parties relating to the specific details of any documents,

discussion, or meetings which may arise during the performance of services under this Agreement. All requests for data or information from third parties shall be directed to the St. Louis County Administrator for response.

The parties agree to comply in all respects with applicable requirements of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (45 CFR Parts 160-64)("HIPAA"), to ensure the integrity and confidentiality of Protected Health Information. The parties agree to comply with the terms of Exhibit B attached hereto and incorporated herein.

3.4 This Agreement shall constitute the entire understanding of the parties with regard to the matters covered herein and shall not be modified except by written documents signed by the parties hereto.

3.5 This Agreement shall be construed according to the laws of the State of Minnesota.

3.6 This Agreement shall be binding upon the undersigned parties, their successors and assigns.

THIS SPACE INTENTIONALLY LEFT BLANK

SUPERIORUSA CORPORATION

BY: Deborah C. Waldron

DEBORAH C. WALDRON
Service Manager

Dated: 3/23/2015

ST. LOUIS COUNTY

BY: _____

PETE STAUBER
Chair, St. Louis County Board

Dated: _____

BY: _____

DONALD DICKLICH
County Auditor

Dated: _____

APPROVED AS TO FORM & EXECUTION

BY: _____

THOMAS STANLEY
Assistant County Attorney

Dated: _____

Contract # 2015-9233

EXHIBIT A

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

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

Insurance Company Name: TRAVLERS **(Not the insurance agency)**
Policy No: UB2B493325
Dates of Coverage: 12/7/14 ~ 12/7/15

OR

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

(____)Applicant has no employees;

(____)Applicant is self-insured (include a copy of your permit to self-insure);

(____)Applicant has no employees who are covered by workers' compensation;

OR

(____)Certificate of Insurance is attached.

GRANTEE/CONTRACTOR:

By: _____
Date: _____

EXHIBIT B

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is entered into by and between St. Louis County ("County"), as plan sponsor and plan administrator of the St. Louis County Self-Insurance Fund ("Covered Entity"), and Contractor ("Business Associate"). This Agreement is effective upon execution of the associated Services Agreement and shall remain in effect pursuant to the provisions of Section F.

RECITALS

WHEREAS, County is a Covered Entity pursuant to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, and its implementing regulations, all as may be amended from time to time ("HIPAA"); and

WHEREAS, County has entered into an agreement ("Services Agreement") with Business Associate that requires Business Associate to, on behalf of County, perform or assist in the performance of functions and activities that may involve the use, disclosure, receipt and/or creation of Protected Health Information ("PHI"); and

WHEREAS, County and Business Associate intend to comply with HIPAA, the HIPAA Privacy, Security, Breach Notification, and Enforcement Rules, and the Heath Information Technology for Economic and Clinical Health Act ("HITECH"), part of the American Recovery and Reinvestment Act of 2009 ("ARRA"),. as those terms are defined below; and

WHEREAS, the Privacy Rule, the Security Rule and HITECH require Business Associate to enter into a contract containing specific requirements pertaining to Business Associate's use and disclosure of PHI received from, or created or received on behalf of, Covered Entity; and

NOW THEREFORE, County and Business Associate agree as follows:

A. Purpose

1. Business Associate is contractually obligated to provide certain services related to one or more "covered entities" as that term is defined and regulated under HIPAA. The parties to this Agreement acknowledge that (a) Business Associate is a "Business Associate" as that term is defined and regulated under HIPAA; and (b) Business Associate provides services to one of more "covered entities" as that term is defined and regulated under HIPAA.

2. This Agreement is intended to constitute a "Business Associate agreement" between the Plan, as a Covered Entity, and the Business Associate, as required under the privacy and security provisions of HIPAA, as amended. Portions of HIPAA apply directly to Business Associate as provided in HITECH. Business Associate's obligations under this Agreement may be the

same as, or in some cases in addition to, Business Associate's own obligations under HIPAA as provided in HITECH.

B. Definitions

1. The terms used but not otherwise defined in this Agreement shall have the same meaning as those terms in the HIPAA Rules, including but not limited to: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

2. Agreement. "Agreement" shall mean this Business Associate Agreement, which is an agreement required under 45 C.F.R. Section 164.314(a)(2) between a Business Associate and a Covered Entity.

3. Business Associate. "Business Associate" shall generally have the same meaning as the term "Business Associate" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Contractor.

4. Covered Entity. "Covered Entity" shall generally have the same meaning as the term "Covered Entity" at 45 CFR 160.103.

5. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

C. Obligations and Activities of Business Associate

Business Associate agrees to:

1. Not use or disclose protected health information other than as permitted or required by the Agreement or as required by law;

2. Use appropriate safeguards, and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI, to prevent use or disclosure of protected health information other than as provided for by the Agreement;

3. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the PHI it creates, receives, maintains, transmits, uses or discloses on behalf of the Covered Entity;

4. Report to Covered Entity any use or disclosure of protected health information not provided for by the Agreement of which it becomes aware, including breaches of unsecured protected health information as required at 45 CFR 164.410, and any security incident of which it becomes aware, within ten (10) days of discovering such use or disclosure;

5. Report to Covered Entity in writing any acquisition, access, use, or disclosure of PHI of which Business Associate becomes aware, or that is reported to

Business Associate by an agent or Subcontractor, that is in violation of this Agreement. Such report shall be made within five (5) business days of its discovery (as that term is defined in 45 C.F.R. Section 164.410(a)(2)) by Business Associate, but in any event as soon as possible, , recognizing the need to minimize damage that could result from a delay in reporting.

6. Promptly mitigate, to the extent practicable, any harmful effect that is known to Business Associate of an acquisition, access, use, or disclosure in violation of this Agreement. This obligation includes, but is not limited to, any acquisition, access, use, or disclosure of Unsecured Protected Health Information that may constitute a Breach. The determination of whether a Breach has occurred, and of the resultant action, shall be the responsibility of Covered Entity.

7. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information;

8. Make available PHI in a designated record set to the Covered Entity or such third party as Covered Entity may direct as necessary to satisfy Covered Entity's obligations under 45 CFR 164.524. If the PHI requested by Covered Entity is maintained in a designated record set electronically, Business Associate shall make available, as soon as is reasonably possible, a copy of such information in the electronic form and format specified by Covered Entity, provided such information is readily producible in such form and format. If the information is not readily producible in such form and format, Business Associate shall make the information available in a readable electronic form and format as agreed to by the parties. In the event any Covered Individual requests access to PHI directly from Business Associate, Business Associate shall within five (5) days forward such request to Covered Entity;

9. Make any amendment(s) to PHI in a designated record set as directed or agreed to by Covered Entity pursuant to 45 CFR 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 CFR 164.526;

10. Maintain and make available the information required to provide an accounting of disclosures to the Covered Entity as necessary to satisfy Covered Entity's obligations under 45 CFR 164.528;

11. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s);

12. Make its internal practices, books, and records available to the Secretary for purposes of determining compliance with the HIPAA Rules and HITECH; and

13. Not use or disclose PHI in a manner that would violate Subpart E of 45 CFR Part 164 if done by Covered Entity, except for the specific uses and disclosures set forth below.

14. Comply with all applicable provisions of the Standards for Electronic Transactions Rule to the extent Required by Law, and ensure that any agents and Subcontractors that assist Business Associate in conducting Covered Electronic Transactions on behalf of Covered Entity agree in writing to comply with the Standards for Electronic Transactions Rule to the extent Required by Law.

D. Permitted Uses and Disclosures by Business Associate

1. Except as otherwise limited in this Agreement, Business Associate may create, receive, maintain, transmit, use or disclose PHI on behalf of, or to provide services to, Covered Entity to perform its obligations pursuant to the Services Agreement, provided that such action: (a) would not violate HIPAA or HITECH if undertaken by Covered Entity; and (b) would not violate any policies and procedures of the Covered Entity, as communicated to and made available to Business Associate by Covered Entity.

2. Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 CFR § 164.504 (e)(2)(i)(B).

3. Except as otherwise limited in this Agreement, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

4. Business Associate will limit the use, disclosure, or request of PHI, to the extent practicable, (a) to the Limited Data Set, or (b) if needed by Business Associate, to the minimum necessary (as determined by Business Associate) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of Protected Health Information is allowed by the Privacy Rule. Business Associate's ability to satisfy the requirement of this paragraph by use of the Limited Data Set shall be available until the effective date of subsequent guidance issued by the Secretary regarding what constitutes "minimum necessary," at which time Business Associate will take reasonable efforts to limit the use, disclosure, or request of PHI to the minimum necessary (as defined by such Secretary's guidance) to accomplish the intended purpose of such use, disclosure, or request, except to the extent a broader use, disclosure, or request of PHI is allowed by the Privacy Rule.

5. Except as otherwise authorized by the Privacy Rule, Business Associate shall not directly or indirectly receive remuneration (whether financial or

nonfinancial) in exchange for any PHI of a covered individual unless Covered Entity has received a valid authorization from the covered individual that includes a specification of whether the PHI can be further exchanged for remuneration by the entity receiving PHI of that covered individual. (This paragraph shall apply to exchanges of PHI occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.)

6. Except as otherwise allowed by the Privacy Rule, Business Associate may not use or disclose PHI regarding a covered individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service unless Covered Entity receives no direct or indirect payment in exchange for making such communication and the communication is made to the covered individual: (a) to describe a health-related product or service (or payment for such product or service) that is provided by, or included in, the Plan, including communications about the entities participating in a health care provider network or health plan network, replacement of, or enhancements to, the Plan, and health-related products or services available only to covered individuals that add value to, but are not part of, the Plan; (b) for treatment of the covered individual; or (c) for case management or care coordination for the Covered Individual, or to direct or recommend alternative treatments, therapies, health care providers, or settings of care to the Covered Individual. Notwithstanding the foregoing, Business Associate may use or disclose PHI regarding a Covered Individual with respect to a communication about a product or service that encourages recipients of the communication to purchase or use the product or service if the communication relates to a prescription drug that is currently being prescribed for a covered individual and any financial remuneration received by Covered Entity in exchange for making the communication is reasonably related to Covered Entity's cost of making the communication. (This paragraph shall apply to disclosures of PHI occurring on or after the compliance date applicable under the final regulations issued under HITECH that address this restriction.)

7. Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 CFR § 164.502(j)(1).

E. Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

1. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

2. Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

3. Covered Entity shall not request or direct Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity. This includes, but is not limited to, requests or directions for disclosure of PHI to the Plan sponsor in a capacity other than acting on behalf of the Plan as Covered Entity. To the extent a dispute or difference of opinion exists between the Business Associate and Covered Entity regarding whether a use or disclosure is permissible, Business Associate may disclose the PHI under objection pursuant to the specific, written direction of Covered Entity. Any disclosures made pursuant to such specific, written direction shall be subject to the indemnification provisions of the Agreement.

F. Term and Termination

1. The Term of this Agreement shall be effective upon the earlier of the execution of this Agreement by the parties or the execution of the Services Agreement between the parties (if this Agreement is attached as an Exhibit to the Services Agreement), and shall remain in effect until all PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity is destroyed or returned to Covered Entity. The protections of this Agreement shall apply until all PHI is returned or destroyed in accordance with this Agreement.

2. Termination for Cause. Business Associate authorizes termination of this Agreement by Covered Entity, if Covered Entity determines Business Associate has violated a material term of the Agreement.

3. Obligations of Business Associate Upon Termination.

   a. Upon termination of this Agreement or the Services Agreement for any reason, Business Associate shall return to Covered Entity or, if agreed to in writing by Covered Entity, destroy, all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that the Business Associate still maintains in any form, including PHI in the possession of its subcontractors or agents. Business Associate and its subcontractors or agents shall retain no copies of the PHI.

   b. In the event that Business Associate determines that return or destruction of the PHI is infeasible because of other obligations or legal requirements, Business Associate shall notify Covered Entity of the conditions that make return or destruction infeasible. Upon mutual agreement of Covered Entity and Business Associate that return or destruction of PHI is infeasible, the protections of this Agreement shall apply until all PHI is returned or destroyed. Business Associate shall limit further uses or disclosures of PHI to the purposes that make return or destruction of the PHI infeasible. In such instances, Business Associate shall:

1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;

2) Return to Covered Entity or, if agreed to by Covered Entity, destroy the remaining protected health information that the Business Associate still maintains in any form;

3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;

4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section D which applied prior to termination; and

5) Return to Covered Entity or, if agreed to by Covered Entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

c. At the request of Covered Entity, Business Associate shall transmit the PHI to another Business Associate of the Covered Entity.

4. Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

G. Electronic Security Provisions

1. This Section G applies where Business Associate, on behalf of Covered Entity, performs or assists in the performance of functions and activities that may involve the creation, maintenance, receipt, or transmission of Electronic PHI. This section along with the other sections of the Business Associate Agreement are (a) intended to meet the requirements of the "business associate" provisions of Security Rule; and (b) govern the terms and conditions under which the Business Associate may create, maintain, receive, and transmit Electronic PHI on behalf of Covered Entity. In general, Business Associate agrees and intends to act such that (a) Covered Entity can fulfill its responsibilities under HIPAA; (b) Business Associate can fulfill its responsibilities under HIPAA; and (c) Business Associate can fulfill its contractual obligations under this Agreement.

2. In accordance with the Security Rule, Business Associate agrees to:

a. Conduct a security risk assessment (in accordance with 45 C.F.R. Section 164.308(a)(1)(ii)(A)) and adopt and implement policies and procedures designed to ensure compliance with the Security Rule and

this Agreement including, but not limited to, identifying a security officer and training personnel. (This paragraph shall be effective as of the compliance date applicable under the final regulations issued under HITECH that address this requirement.);

b. Implement administrative, physical and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic PHI that Business Associate creates, maintains, receives, or transmits on behalf of Covered Entity;

c. Report to Covered Entity any Security Incident of which Business Associate becomes aware within ten (10) business days of its discovery by the Business Associate;

d. Promptly mitigate, to the extent practicable, any harmful effect of a Security Incident that is known to Business Associate; and

e. Enter into a written contract with any agent or subcontractor to whom Business Associate provides Electronic PHI that requires such agent or subcontractor to comply with the same restrictions and conditions that apply under this section to Business Associate, including, but not limited to, implementing reasonable and appropriate safeguards to protect such information.

3. Covered Entity shall not request or direct Business Associate to create, maintain, receive, or transmit Electronic PHI in any manner that would not be permissible under the Security Rule.

H. General Provisions

1. Regulatory References. A reference in this Agreement to a section in the HIPAA Rules means the section as in effect or as amended.

2. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for compliance with the requirements of the HIPAA Rules and any other applicable law.

3. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit compliance with the HIPAA Rules.

4. Indemnity. Business Associate will indemnify, hold harmless, and defend Covered Entity and its affiliates, officers, directors, employees or agents from and against any claim, cause of action, liability, damage, cost or expense, including attorneys' fees and court or proceeding costs, arising out of or in connection with any non-permitted or violating use or disclosure of PHI or other breach of this Agreement by Business Associate or any Subcontractor, agent, person or entity under Business Associate's control.

5. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than the parties hereto, any rights obligations, or liabilities whatsoever.

6. Conformance with Law. The parties agree to take action to amend this Agreement from time to time as is necessary for the parties to comply with the requirements of HIPAA.

7. Action. For purposes of this Agreement, whenever action is required by a party to this Agreement, such action must be taken by a person or persons with authority to act on behalf of such party to this Agreement.

8. Governing Law. This Agreement shall be governed by the laws of Minnesota, except to the extent preempted by federal law. Jurisdiction and venue shall be in the state or federal courts in Duluth, Minnesota.

9. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

10. Notices. All notices and communications required by this Agreement shall be in writing. Such notices and communications shall be given in one of the following forms: (a) by delivery in person; (b) by a nationally-recognized, next-day courier service; (c) by first-class, registered or certified mail, postage prepaid; or (d) by electronic mail to the address that each party specifies in writing.

11. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral, with regard to this same subject matter. Notwithstanding the foregoing, this Agreement is intended to supplement (rather than supersede) the Services Agreement between Business Associate and Covered Entity related to the services that Business Associate provides with respect to administration of the Plan.

12. Counterparts. This Agreement may be executed in counterparts, each of which so executed shall be construed to be an original, but all of which together shall constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Transmission by facsimile or electronic mail of an executed counterpart of this Agreement constitutes due and sufficient delivery of such counterpart. This Agreement and any amendment or modification may not be denied legal effect or enforceability solely because it is in electronic form, or because an electronic signature or electronic record was used in its formation.

SUPERIORUSA
BENEFITS
Payroll & Third Party Administration

SUPERIORUSA BENEFITS
CAFETERIA PLAN
BASIC PLAN DOCUMENT #125

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CAFETERIA PLAN
BASIC PLAN DOCUMENT
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ARTICLE 1
INTRODUCTION

Section 1.01 PLAN

This document ("Basic Plan Document") and its related Adoption Agreement are intended to qualify as a cafeteria plan within the meaning of Code section 125. To the extent provided in the Adoption Agreement, the Plan provides for the pre-tax payment of premiums and contributions to spending accounts that are excludable from gross income under Code section 125, reimbursement of certain medical expenses that are excludable from gross income under Code section 105(b) and reimbursement of certain dependent care expenses that are excludable from gross income under Code section 129, and reimbursement of certain adoption expenses that are excludable from gross income under Code section 137.

Section 1.02 APPLICATION OF PLAN

Except as otherwise specifically provided herein, the provisions of this Plan shall apply to those individuals who are Eligible Employees of the Company on or after the Effective Date. Except as otherwise specifically provided for herein, the rights and benefits, if any, of former Eligible Employees of the Company whose employment terminated prior to the Effective Date, shall be determined under the provisions of the Plan, as in effect from time to time prior to that date.

ARTICLE 2
DEFINITIONS

"Account" means the balance of a hypothetical account established for each Participant as of the applicable date. "Account" or "Accounts" shall include to the extent provided in the Adoption Agreement, a Premium Conversion Account, a Health Care Reimbursement Account, a Dependent Care Assistance Account, an Adoption Assistance Account and such other account(s) or subaccount(s) as the Plan Administrator, in its discretion, deems appropriate.

"Adoption Agreement" means the document executed in conjunction with this Basic Plan Document that contains the optional features selected by the Plan Sponsor.

"Adoption Assistance Account" means the Account established with respect to the Participant's election to have adoption expenses reimbursed by the Plan pursuant to Section 4.04.

"Code" means the Internal Revenue Code of 1986, as amended from time to time.

"Company" means the Plan Sponsor and any other entity that has adopted the Plan with the approval of the Plan Sponsor.

"Compensation" means the cash wages or salary paid to a Participant. If the Adoption Agreement indicates that the Plan is a simple cafeteria plan as defined in Code section 125(j), "Compensation" shall mean Section 414(s) Compensation (defined below).

"Contract" means an insurance policy, contract or self-funded arrangement under which a Participant is eligible to receive benefits regardless of whether such policy, contract or arrangement is related to any benefit offered hereunder. Contract shall not include any product which is advertised, marketed, or offered as long-term care insurance. As of January 1, 2014, "Contract" may not include any qualified health plan (as defined in section 1301(a) of the Patient Protection and Affordable Care Act) offered through an exchange established under section 1311 of such Act unless the Employee's Employer is a qualified employer (as defined in section 1312(f)(2) of the Patient Protection and Affordable Care Act) offering the Employee the opportunity to enroll through such exchange in a qualified health plan in a group market.

"Dependent Care Assistance Account" means the Account established with respect to the Participant's election to have dependent care expenses reimbursed by the Plan pursuant to Section 4.03.

"Effective Date" shall have the meaning set forth in the Adoption Agreement.

"Eligible Employee" means any Employee employed by the Company, subject to the modifications and exclusions described in the Adoption Agreement. If an individual is subsequently reclassified as, or determined to be, an Employee by a court, the Internal Revenue Service or any other governmental agency or authority, or if the Company is required to reclassify such individual an Employee as a result of such reclassification determination (including any reclassification by the Company in settlement of any claim or action relating to such individual's employment status), such individual shall not become an Eligible Employee by reason of such reclassification or determination.

An individual who becomes employed by the Employer in a transaction between the Employer and another entity that is a stock or asset acquisition, merger, or other similar transaction involving a change in the employer of the employees of the trade or business shall not become eligible to participate in the Plan until the Plan Sponsor specifically authorizes such participation.

"Employee" means any individual who is employed by the Employer. The term "Employee" shall not include: (i) a self-employed individual (including a partner) as defined in Code section 401(c), or (ii) any person who owns (or is considered as owning within the meaning of Code section 318) more than 2 percent of the outstanding stock of an S corporation.

"Employer" means the Company or any other employer required to be aggregated with the Company under Code sections 414(b), (c), (m) or (o); provided, however, that "Employer" shall not include any entity or unincorporated trade or business prior to the date on which such entity, trade or business satisfies the affiliation or control tests described above.

"ERISA" means the Employee Retirement Income Security Act of 1974, as amended from time to time.

"FMLA" means the Family and Medical Leave Act of 1993 as amended from time to time.

"Health Care Reimbursement Account" means the Account established with respect to the Participant's election to have medical expenses reimbursed by the Plan pursuant to Section 4.02.

"HIPAA" means the Health Insurance Portability and Accountability Act of 1996, as amended from time to time.

"Participant" means an Eligible Employee who participates in the Plan in accordance with Articles 3 and 4.

"Plan Administrator" means the person(s) designated pursuant to the Adoption Agreement and Section 7.01.

"Plan Sponsor" means the entity described in the Adoption Agreement.

"Plan Year" means the 12-consecutive month period described in the Adoption Agreement.

"Premium Conversion Account" means the Account established with respect to the Participant's election to have premiums reimbursed by the Plan pursuant to Section 4.01.

"Section 414(s) Compensation" means compensation as defined in Code section 414(s) and Treas. Reg. section 1.414(s)-1. The period used to determine an Employee's compensation for a Plan Year must be either the Plan Year or the calendar year ending within the Plan Year. Whichever period is selected by the Plan Administrator must be applied uniformly to determine the compensation of every eligible Employee under the Plan for that Plan Year. The Plan Administrator may, however, limit the period taken into account under either method to that portion of the Plan Year or calendar year in which the Employee was an eligible Employee, provided that this limit is applied uniformly to all eligible.

"Termination" and "Termination of Employment" means any absence from service that ends the employment of the Employee with the Company.

ARTICLE 3
PARTICIPATION

Section 3.01 PARTICIPATION

Each Eligible Employee as of the Effective Date who was eligible to participate in the Plan immediately prior to the Effective Date shall be a Participant eligible to make benefit elections pursuant to Article 4 on the Effective Date. Each other Eligible Employee who was not a Participant in the Plan prior to the Effective Date shall become a Participant eligible to make benefit elections pursuant to Article 4 on the date specified in the Adoption Agreement; provided that he is an Eligible Employee on such date. Notwithstanding the foregoing, a Participant shall be eligible to make elections only for the Accounts as are specifically authorized in the Adoption Agreement.

Section 3.02 TRANSFERS

If a change in job classification or a transfer results in an individual no longer qualifying as an Eligible Employee, such Employee shall cease to be a Participant for purposes of Article 4 (or shall not become eligible to become a Participant) as of the effective date of such change of job classification or transfer; unless otherwise provided in the Adoption Agreement. Should such Employee again qualify as an Eligible Employee, he shall be eligible to participate as of the first day of the subsequent Plan Year; unless earlier participation is required by applicable law or permitted pursuant to the change of status provisions of Section 4.07(a). If an Employee who was not previously an Eligible Employee becomes an Eligible Employee, he shall be eligible to participate on the first entry date following the later of the effective date of such subsequent change of status or the date the Employee meets the eligibility requirements of this Article 3.

Section 3.03 TERMINATION AND REHIRES

(a) Participants. If a Participant has a Termination of Employment, such Employee shall cease to be a Participant for purposes of Article 4 as of his Termination of Employment. The Plan Administrator may continue participation for purposes of Article 4.01 until the end of the calendar month coincident with or next following his Termination of Employment or other timeframe according to established Plan Administrator procedures. Unless otherwise provided in the Adoption Agreement, if an individual who has satisfied the applicable eligibility requirements set forth in Article 3 as of his Termination date, and who is subsequently reemployed by the Company as an Eligible Employee, shall resume or become a Participant as of the later of the first day of the subsequent Plan Year or the first entry date following reemployment. Notwithstanding the foregoing and if so provided in the Adoption Agreement, the Plan Administrator shall automatically reinstate benefit elections for Terminated Participants who are rehired within 30 days of Termination and permit new benefit elections for Terminated Participants who are rehired more than 30 days after Termination.

(b) Non-Participants. An Eligible Employee who has not satisfied the applicable eligibility requirements set forth in Article 3 on his Termination date, and who is subsequently reemployed by the Company as an Eligible Employee, shall be eligible to participate on the first entry date following the later of the effective date of such reemployment or the date the individual meets the eligibility requirements of this Article 3.

Section 3.04 PROCEDURES FOR ADMISSION

The Plan Administrator shall prescribe such forms and may require such data from Participants as are reasonably required to enroll a Participant in the Plan or to effectuate any Participant elections made pursuant to Article 4.

ARTICLE 4
ACCOUNTS

Section 4.01 PREMIUM CONVERSION ACCOUNTS

(a) In General. To the extent that the Adoption Agreement authorizes Premium Conversion Accounts, each Participant may choose to receive his or her full Compensation for any Plan Year in cash or to have a portion of such Compensation applied by the Company toward the Premium Conversion Account described in Subsection (b). The amount of such contributions to and the premiums that may be reimbursed from the Premium Conversion Account shall not exceed the employee-paid portion of premiums payable under the Contracts specified in the Adoption Agreement. If a Contract is offered in conjunction with a Company-sponsored benefit plan, a Participant shall be eligible to make contributions to the Premium Conversion Account with respect to that Contract only if he or she is also eligible to participate in the applicable Company-sponsored plan. The Account established under this Section 4.01 is intended to qualify under Code Sections 79 and 106(a) to the extent so indicated in the Adoption Agreement and shall be interpreted in a manner consistent with such Code sections. Elections for Code section 79 coverage shall be made on an after-tax basis to the extent that the premiums relate to coverage in excess of the limit described in Code section 79(a).

(b) Premium Conversion Account. Each Participant's Premium Conversion Account will be credited with amounts withheld from the Participant's Compensation and amounts paid by the Company pursuant to Section 4.09; and will be debited for amounts applied to employee-paid portion of applicable premiums. However, the Plan Administrator will not direct the Company to pay any premium on a Contract to the extent such payment exceeds the balance of a Participant's Premium Conversion Account.

(c) Conflicts. In the event of a conflict between the terms of this Plan and the terms of a Contract, the terms of the Contract (or the benefit plan under which it is established) shall control in defining the terms and conditions of coverage including, but not limited to, the persons eligible for coverage, the dates of their eligibility, the conditions which must be satisfied to become covered, if any, the benefits Participants are entitled to and the circumstances under which coverage terminates.

Section 4.02 HEALTH CARE REIMBURSEMENT ACCOUNTS

(a) In General. To the extent that the Adoption Agreement authorizes Health Care Reimbursement Accounts, each Participant may choose to receive his or her full Compensation for any Plan Year in cash or to have a portion of such Compensation applied by the Company toward the Health Care Reimbursement Account described in Subsection (b). The amount of such salary reduction contributions to the Health Care Reimbursement Account shall not exceed the maximum annual limit described in the Adoption Agreement. The Account established under this Section 4.02 is intended to qualify as a health flexible spending arrangement under Code Sections 105 and 106(a) and shall be interpreted in a manner consistent with such Code sections.

(b) Health Care Reimbursement Account. Each Participant's Health Care Reimbursement Account will be credited with amounts withheld from the Participant's Compensation and amounts paid by the Company pursuant to Section 4.09; and will be debited for expenses described in Subsection (c). The entire annual amount elected by the Participant on the salary reduction agreement for the Plan Year for the Health Care Reimbursement Account less any reimbursements already disbursed shall be available to the Participant at any time during the Plan Year without regard to the balance in the Health Care Reimbursement Account provided that the amounts elected in the salary reduction agreement have been paid as provided in the salary reduction agreement.

(c) Eligible Expenses. Except as otherwise provided in the Adoption Agreement, a Participant may be reimbursed from his or her Health Care Reimbursement Account for expenses that are: (i) incurred in the Plan Year (except as provided in Section 4.05(c)), (ii) incurred while the Participant participates in the Plan, and (iii) excludable under Code section 105(b); provided that such expenses that are not covered, paid or reimbursed from any other source.

(1) For purposes of Code section 105(b), unless otherwise provided in the Adoption Agreement, dependents shall also include students who have not attained the age of 24 for whom coverage is required under Code section 9813; provided, that treatment as a dependent due to a medically necessary leave of absence under Code section 9813 shall not extend beyond a period of one year.

(2) For purposes of Code section 105(b), unless otherwise provided in the Adoption Agreement, expenses for a child (as defined in section 152(f)(1)) of the Participant may be covered until his or her 26th birthday although the Plan Administrator may extend coverage until the end of the calendar year in which the child turns age 26.

(3) Effective January 1, 2011, reimbursement for expenses incurred for a medicine or a drug shall be treated as a reimbursement for medical expenses under Code section 105(b) only if such medicine or drug is a prescribed drug (determined without regard to whether such drug is available without a prescription) or is insulin.

(d) Qualified Reservist Distributions.

(1) If the Plan allows Qualified Reservist Distributions, a Participant may receive a distribution of the portion of his Health Care Reimbursement Account specified in the Adoption Agreement provided that such amount was in existence on or after June 18, 2008. The distribution will only be made if: (i) such Participant was a member of a reserve component ordered or called to active duty for a period in excess of 179 days or for an indefinite period and (ii) such distribution is made during the period beginning on the date of such order or call and ending on the last date that reimbursements could otherwise be made under the Plan for the Plan Year which includes the date of such order or call. A Participant ordered or called to active duty before June 18, 2008 is eligible for a Qualified Reservist Distribution if the Participant's period of active duty continues after June 18, 2008 and meets the duration requirements of IRS Notice 2008-82. A Qualified Reservist Distribution may not be made based on an order or call to active duty of any individual other than the Participant, including the spouse of the Participant.

(2) The Plan shall permit a Participant to submit Health Care Reimbursement Account claims for medical expenses incurred before the date a Qualified Reservist Distribution is requested. The Participant shall not have the right to submit claims for medical expenses incurred after the date such Qualified Reservist Distribution is requested. The Company shall pay the Qualified Reservist Distribution to the Participant within a reasonable time, but not more than sixty days after the request for a Qualified Reservist Distribution has been made.

(3) This Subsection shall be construed in accordance with IRS Notice 2008-82 and any superseding guidance.

Section 4.03 DEPENDENT CARE ASSISTANCE ACCOUNTS

(a) In General. To the extent that the Adoption Agreement authorizes Dependent Care Assistance Accounts, each Participant may choose to receive his or her full Compensation for any Plan Year in cash or to have a portion of such Compensation applied by the Company toward the Dependent Care Assistance Account described in Subsection (b). The Account established under this Section 4.03 is intended to qualify as a dependent care assistance program under Code Section 129 and shall be interpreted in a manner consistent with such Code section which provisions are incorporated herein by reference.

(b) Dependent Care Assistance Account. Each Participant's Dependent Care Assistance Account will be credited with amounts withheld from the Participant's Compensation and amounts paid by the Company pursuant to Section 4.09; and will be debited for expenses described in Subsection (c). However, the Plan Administrator will not direct the Company to reimburse such expenses to the extent the reimbursement exceeds the balance of a Participant's Dependent Care Assistance Account.

(c) Eligible Expenses.

(1) In General. A Participant may be reimbursed from his or her Dependent Care Assistance Account to the extent that such reimbursement: (i) is incurred in the Plan Year (except as provided in Section

4.05(c), (ii) is incurred while the Participant participates in the Plan, and (iii) qualifies as dependent care expenses; provided that such expenses that are not covered, paid or reimbursed from any other source and the Participant does not claim a tax benefit for the same expenses.

(2) Dependent Care Expenses. Dependent care expenses are defined as expenses incurred for the care of a qualifying individual. A qualifying individual is either: (i) a dependent who is under age 13, or (ii) the Participant's spouse or dependent who lives with the Participant and is physically or mentally incapable of caring for himself/herself. However, these expenses are dependent care expenses only if they allow the Participant to be gainfully employed. Dependent care expenses include expenses for household services and expenses for the care of a qualifying individual. Such term shall not include any amount paid for services outside the Participant's household at a camp where the qualifying individual stays overnight. Expenses described in this Subsection which are incurred for services outside the Participant's household are not taken into account if they are incurred on behalf of the Participant's spouse or dependent who is physically or mentally incapable of caring for himself/herself unless such individual lives at least 8 hours per day in the Participant household. Expenses incurred at a dependent care center are taken into account only if such center complies with all applicable laws and regulations of a state or local government, the center provides care for more than six individuals, and the center receives a fee, payment, or grant for providing services for any of the individuals.

(3) Limits. The maximum amount of expense that may be contributed/reimbursed in any taxable year for the Dependent Care Assistance Account is $5,000 ($2,500 if the Participant is married and filing a separate return). The amount payable may also not be greater than the amount of the Participant's earned income or the earned income of his or her spouse. In the case of a spouse who is a student or a qualifying individual, Code section 21(d)(2) shall apply in determining earned income.

(d) If the Plan allows Employees that cease to be Participants in the plan to spend down unused Dependent Care Assistance Account expenses, Employees that cease to Participate in the Plan (due to Termination or any other reason) may be reimbursed for unused benefits through the end of the Plan Year in which the Termination of Participation occurs (or grace period if provided in the Plan) to the extent the claims do not exceed the balance of the Dependent Care Assistance Account.

Section 4.04 ADOPTION ASSISTANCE ACCOUNTS

(a) In General. To the extent that the Adoption Agreement authorizes Adoption Assistance Accounts, each Participant may choose to receive his or her full Compensation for any Plan Year in cash or to have a portion of such Compensation applied by the Company toward the Adoption Assistance Account described in Subsection (b). The Account established under this Section 4.04 is intended to qualify as an adoption assistance program under Code Section 137 and shall be interpreted in a manner consistent with such Code section which provisions are incorporated herein by reference.

(b) Adoption Assistance Account. Each Participant's Adoption Assistance Account will be credited with amounts withheld from the Participant's Compensation and amounts paid by the Company pursuant to Section 4.09; and will be debited for reimbursements described in Subsection (c). However, the Plan Administrator will not direct the Company to reimburse such expenses to the extent the reimbursement exceeds the balance of a Participant's Adoption Assistance Account.

(c) Eligible Expenses.

(1) In General. A Participant may be reimbursed from his or her Adoption Assistance Account to the extent that such reimbursement is (i) incurred in the Plan Year (except as provided in Section 4.05(c), (ii) incurred while the Participant participates in the Plan, and (iii) qualifies as adoption assistance; provided that such expenses that are not covered, paid or reimbursed from any other source and the Participant does not claim a tax benefit for the same expenses.

(2) Adoption Assistance. Adoption assistance is defined as reasonable and necessary adoption fees, court costs, attorney fees and other expenses which are (i) directly related to the legal adoption of an eligible child by the Participant and (ii) not incurred in violation of state or federal law or in carrying out any

surrogate parenting arrangement. An eligible child includes a child under age 18 or a child who is physically or mentally incapable of caring for himself/herself. However, an eligible child does not include a child of the Participant's spouse. In the case of an adoption of a child who is not a citizen or resident of the United States, any adoption expense with respect to such adoption is not reimbursable until such adoption becomes final.

(3) Limits. The maximum amount of expense that may be contributed/reimbursed for the Adoption Assistance Account for any Plan Year beginning in a calendar year is the maximum amount permitted by federal tax law for that calendar year. The annual limit shall be reduced for adoption assistance expenses incurred any prior Plan Year.

Section 4.05 FORFEITURES/TRANSFERS

(a) Forfeitures. Any balance remaining in a Participant's Account at the end of any Plan Year that is above the carryover amount limit to the extent a carryover applies to the Plan (or after the grace period if Subsection (c) applies) shall be forfeited and shall remain the property of the Company. Except as expressly provided herein, any balance remaining in a Participant's Account on his date of Termination shall be forfeited and shall remain the property of the Company. However, no forfeiture shall occur until all payments and reimbursements hereunder have been made on claims submitted within the time period specified in Section 6.01(b).

(b) Transfers. Amounts may not be transferred between Accounts.

(c) Grace Period. If the Adoption Agreement provides for a 2-1/2 month grace period, effective for grace periods beginning on or after the date specified in the Adoption Agreement and notwithstanding anything to the contrary in the Plan, the unused contributions that remain in a Participant's Account at the end of a Plan Year may be used to reimburse expenses that are incurred during the grace period. The grace period shall commence on the first day of the subsequent Plan Year and shall end on the fifteenth day of the third calendar month of the subsequent Plan Year. Unless otherwise provided in the Adoption Agreement, the grace period shall apply to all Accounts in which the Participant is eligible to Participate. Payment or reimbursement of unused benefits shall be subject to the following terms and conditions:

(1) Same Account. Unused contributions remaining at the end of a Plan Year relating to a particular Account may only be used to reimburse expenses incurred with respect to that Account.

(2) No Cash Out. Unused contributions remaining at the end of a Plan Year may not be cashed-out or converted to any other taxable or nontaxable benefit.

(3) No Carryforward. Except as provided in Section 4.05(d), any unused contributions remaining at the end of a Plan Year that exceed the expenses for a particular Account that are incurred during the grace period may not be carried forward to any subsequent period (including any subsequent Plan Year) and shall be forfeited.

(4) Construction. This Section 4.05(c) is to be construed in accordance with IRS Notice 2005-42 and any superseding guidance.

(d) Carryovers. To the extent selected in the Adoption Agreement, the Plan will carry over to the immediately following Plan Year up to $500 of any amount remaining unused as of the end of the Plan Year in a Participant's Health Care Reimbursement Account. The amount remaining unused as of the end of the Plan Year is the amount unused in the Health Care Reimbursement Account after all eligible Health Care Reimbursement Account expenses have been reimbursed and the claims deadline for the Plan Year has passed. The carryover amount may be used to pay or reimburse eligible Health Care Reimbursement Account expenses incurred during the entire Plan Year to which it is carried over. Any unused amount remaining in the Health Care Reimbursement Account in excess of $500 (or a lower amount specified in the Adoption Agreement) is forfeited.

Section 4.06 ELECTIONS

(a) New Participants. The Plan Administrator shall provide, where possible, an election form to a Participant before such Participant meets the eligibility requirements of Article 3. In order to participate in the Plan in the initial Plan Year, the Participant must return the completed election form to the Plan Administrator on or before such date as specified by the Plan Administrator. However, any election shall not be effective until a pay period following the later of such Participant's effective date of participation pursuant to Article 3 or the date of the receipt of the election form by the Plan Administrator and shall be limited to the expenses incurred after the effective date of the election.

(b) Continuing Participants. Prior to the commencement of each Plan Year, the Plan Administrator shall provide an election form to each Participant and to each other individual who is expected to become a Participant at the beginning of such Plan Year. In order to participate in the Plan in the applicable Plan Year, the Participant must return the completed election form to the Plan Administrator on or before such date specified in the Adoption Agreement, which date shall be no later than the beginning of the first pay period for which the individual's Compensation reduction agreement will apply.

(c) Failure to Return Election Form. The failure of a Participant described in Subsection (a) to return a completed election form to the Plan Administrator on or before the specified due date shall constitute an election to receive his or her full Compensation in cash for the remainder of the Plan Year. The failure of a Participant described in Subsection (b) to return a completed election form to the Plan Administrator on or before the specified due date shall constitute an election not to participate for the applicable Plan Year unless a default election is otherwise specified in the Adoption Agreement or under Subsection (d).

(d) Premium Conversion Special Election Rules. If elected in the Adoption Agreement, a Participant shall be deemed to elect to contribute the entire amount of any premiums payable by the Participant for the benefits described in Section 4.01 unless he or she affirmatively elects otherwise before such date specified by the Plan Administrator. If elected in the Adoption Agreement, a Participant's election for benefits described in Section 4.01 shall be automatically adjusted for any change in the cost of premiums pursuant to the terms of Treas. Reg. 1.125-4.

(e) Form of Elections. All elections shall be made in written form unless the Plan Administrator provides procedures for such elections to be made in electronic and/or telephonic format to the extent that such alternative format is permitted under applicable law.

(f) Leave of Absence/FMLA/USERRA. If the Plan is subject to FMLA or the Plan Administrator determines that the Plan is subject to FMLA, the Plan Administrator shall permit a Participant taking unpaid leave under the FMLA to continue medical benefits under such applicable law unless otherwise specified in the Adoption Agreement. To the extent provided in the Adoption Agreement, the Plan Administrator shall also permit a Participant taking unpaid Non-FMLA leave to continue the benefits specified in the Adoption Agreement. Participants continuing participation pursuant to the foregoing shall pay for such coverage (on a pre-tax or after-tax basis) under a method as determined by the Plan Administrator satisfying Treas. Reg. 1.125-3 Q&A-3. Any Participant on FMLA leave who revoked coverage shall be reinstated to the extent required by Treas. Reg. 1.125-3. If the Participant's coverage under the Plan terminates while the Participant is on FMLA leave, the Participant is not entitled to receive reimbursements for claims incurred during the period when the coverage is terminated. Upon reinstatement into the Plan upon return from FMLA leave, the Participant has the right to (i) resume coverage at the level in effect before the FMLA leave and make up the unpaid premium payments, or (ii) resume coverage at a level that is reduced by the amount of unpaid premiums and resume premium payments at the level in effect before the FMLA leave. The Plan Administrator shall also permit Participants to continue benefit elections as required under the Uniformed Services Employment and Reemployment Rights Act and shall provide such reinstatement rights as required by such law. The Plan Administrator shall also permit Participants to continue benefit elections as required under any other applicable state law to the extent that such law is not pre-empted by federal law.

(g) COBRA. If the Plan is subject to COBRA (Code section 4980B and other applicable state law) or the Plan Administrator determines that the Plan is subject to COBRA, a Participant shall be entitled to continuation coverage as prescribed in Code Section 4980B (and the regulations thereunder) or such applicable state statutes.

(h) Procedures. A Participant shall make the elections described in this Section in such form and manner as may be prescribed by the Plan Administrator and at such time in advance as the Plan Administrator may

require. Such procedures may include, without limitation, a minimum annual and per-pay period contribution amount, a maximum contribution per pay-period amount consistent with applicable annual limits, and the ability of a Participant to make after-tax contributions to the Plan.

Section 4.07 REVOCATION OF ELECTIONS

(a) By Participant. Any election made under this Article 4 shall be irrevocable by the Participant during the Plan Year unless revocation is required by the provisions of the Federal Family and Medical Leave Act or other applicable law and is permitted under Treas. Reg. 1.125-4, IRS Notice 2014-55 and the provisions of the Adoption Agreement.

(b) If the Adoption Agreement provides that elections may be modified at any time permitted under Treas. Reg. section 1.125-4, elections may be modified upon the occurrence of any of the following events:

(1) HIPAA Special Enrollment Rights. Participant may revoke an election for coverage under a group health plan during a period of coverage and make a new election that corresponds with the special enrollment rights provided in Code section 9801(f).

(2) Change in Status. A Participant may revoke an election during a period of coverage with respect to a qualified benefits plan (as defined in Treas. Reg. 1.125-4(i)(8)) and make a new election for the remaining portion of the period if, under the facts and circumstances: (i) a change in status described in Subsections (A)-(F) occurs; and (ii) the election change is on account of and corresponds with a change in status that affects eligibility for coverage under a qualified benefits plan.

(A) Legal Marital Status. Events that change a Participant's legal marital status, including the following: marriage; death of spouse; divorce; legal separation; and annulment.

(B) Number of Dependents. Events that change a Participant's number of dependents, including the following: birth; death; adoption; and placement for adoption.

(C) Employment Status. Any of the following events that change the employment status of the Participant, the Participant's spouse, or the Participant's dependent: a termination or commencement of employment; a strike or lockout; a commencement of or return from an unpaid leave of absence; a change in worksite and, the extent permitted in Treas. Reg. 1.125-4 and Section 3.03, change in employment status resulting in gaining or losing eligibility under the Plan.

(D) Dependent Satisfies or Ceases to Satisfy Eligibility Requirements. Events that cause a Participant's dependent to satisfy or cease to satisfy eligibility requirements for coverage on account of attainment of age, student status, or any similar circumstance.

(E) Residence. A change in the place of residence of the Participant, spouse, or dependent.

(F) Adoption Assistance. For purposes of adoption assistance provided through Section 4.04 of the Plan, the commencement or termination of an adoption proceeding.

(3) Judgment, Decree, or Order. A Participant may modify an election pursuant to a judgment, decree, or order resulting from a divorce, legal separation, annulment, or change in legal custody (including a qualified medical child support order as defined in ERISA section 609) that requires accident or health coverage for a Participant's child or for a foster child who is a dependent of the Participant; provided that the modification:

(A) changes the Participant's election to provide coverage for the child if the order requires coverage for the child under the Plan; or

(B) cancels coverage for the child if the order requires the spouse, former spouse, or other individual to provide coverage for the child; and that coverage is, in fact, provided.

(4) Entitlement to Medicare or Medicaid. A Participant may modify an election for benefits attributable to a Company-sponsored accident or health plan if the Participant, spouse, or dependent becomes entitled to coverage under Medicare or Medicaid (other than coverage consisting solely of benefits under the program for distribution of pediatric vaccines). The Participant may make a prospective election change to cancel or reduce coverage of that Participant, spouse, or dependent under the accident or health plan. Corresponding rights to commence or increase benefits under the accident or health plan shall be granted in the case of loss of coverage under Medicare or Medicaid.

(5) Significant Cost or Coverage Changes. A Participant may modify an election for benefits, other than those provided in Section 4.02, as a result of changes in cost or coverage pursuant to Treas. Reg. section 1.125-4.

(6) FMLA. A Participant taking leave under the FMLA may revoke an existing election of accident or health plan coverage and make such other election for the remaining portion of the period of coverage as may be provided for under the FMLA.

(c) If the Adoption Agreement permits Participants to revoke an election of coverage under a group health plan due to reduction in hours of service, the following conditions must be met:

(1) The Participant must have been in an employment status under which the Participant was reasonably expected to average at least 30 hours of service per week and there is a change in the Participant's status so that the employee will reasonably be expected to average less than 30 hours of service per week after the change, even if that reduction does not result in the Participant ceasing to be eligible under a group health plan; and

(2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant, and any related individuals who cease coverage due to the revocation, in another plan that provides minimum essential coverage with the new coverage effective no later than the first day of the second month following the month that includes the date the original coverage is revoked. The Plan Administrator may rely on the reasonable representation of the Participant that the Participant has enrolled or intends to enroll in the other plan.

This Section shall be interpreted consistent with IRS Notice 2014-55 and any superseding guidance.

(d) If the Adoption Agreement permits Participants to revoke an election of coverage under a group health plan due to enrollment in a qualified health plan offered through a marketplace established under Code section 1311, the following conditions must be met:

(1) The Participant is eligible for a special enrollment period to enroll in a qualified health plan through the marketplace pursuant to guidance issued by the Department of Health and Human Services and any other applicable guidance, or the Participant seeks to enroll in a qualified health plan through a marketplace during the marketplace's annual enrollment period; and

(2) The revocation of the election of coverage under the group health plan corresponds to the intended enrollment of the Participant and any related individuals who cease coverage due to the revocation in a qualified health plan through a marketplace for new coverage that is effective no later than the day immediately following the last day of the original coverage that is revoked. The Plan Administrator may rely on the reasonable representation of the Participant that the Participant has enrolled or intends to enroll in the other qualified health plan.

This Section shall be interpreted consistent with IRS Notice 2014-55 and any superseding guidance.

(e) By Plan Administrator. If the Plan Administrator determines that the Plan may fail to satisfy any nondiscrimination requirement or any limitation imposed by the Code, the Plan Administrator may modify any election in order to assure compliance with such requirements or limitations. Any act taken by the Plan Administrator under this Subsection shall be carried out in a uniform and non-discriminatory manner.

(f) Automatic Termination of Election. Any election made under this Section shall automatically terminate on the date specified in Sections 3.02 or 3.03.

(g) Plan Administrator Discretion. The Plan Administrator reserves the right to determine whether a Participant has experienced an event that would permit an election change under this Section 4.07 and whether the Participant's requested election change is consistent with such event.

Section 4.08 HEALTH SAVINGS ACCOUNTS SPECIAL RULES

(a) In General. Notwithstanding anything in the Plan to the contrary, this Section 4.08 shall apply to the extent that the Adoption Agreement allows the Plan to fund Health Savings Accounts within the meaning of Code section 223 ("HSA Contributions").

(b) HSA Account. The Plan Administrator shall establish an HSA Account to separately account for contributions/payments used to fund Health Savings Accounts. Each Participant's HSA Account will be credited with amounts withheld from the Participant's Compensation and amounts paid by the Company pursuant to Section 4.09; and will be debited for payments to the applicable Health Savings Account.

(c) No Forfeitures. Any balance remaining in a Participant's HSA Account at the end of any Plan Year shall be carried forward and used to fund such benefits in any subsequent Plan Year.

(d) Benefit Limited to Account Balance. The Plan Administrator shall not direct the Company to fund a Health Savings Account to the extent the payment exceeds the balance of a Participant's HSA Account.

(e) Period of Coverage. The mandatory twelve month period of coverage shall not apply to HSA Contributions.

(f) Modifications of Elections. A Participant who elects to make HSA Contributions may start or stop the election or increase or decrease the election at any time as long as the change is effective prospectively (i.e., after the request for the change is received). The Plan Administrator may place additional restrictions on the election of HSA Contributions; provided, however, that the same restrictions shall apply to all Participants.

(g) HSA Comparability Rules. Any contribution to an HSA from the Plan shall comply with Treas. Reg. section 54.4980G-5 and any superseding guidance.

Section 4.09 EMPLOYER CONTRIBUTIONS

The Company may contribute to the Plan to the extent provided in the Adoption Agreement. Such contributions shall be credited to the applicable Account at such time as determined by the Company.

ARTICLE 5
LIMITATIONS ON CONTRIBUTIONS

Section 5.01 NONDISCRIMINATION

If the Adoption Agreement indicates this Plan is intended to be a simple cafeteria plan and the requirements of Code section 125(j) are met for any year, the following nondiscrimination requirements of Code sections 125(b), 79(d), 105(h) and 129(d)(2), (3), (4), and (8) shall be treated as met during such year.

(a) Cafeteria Plan. The Plan may not discriminate in favor of highly compensated employees (within the meaning of Code section 125(e)) as to benefits provided or eligibility to participate.

(b) Group Term Life. The Plan may not discriminate in favor of key employees (within the meaning of Code section 416(i)(1)) as to benefits provided or eligibility to participate with respect to any group term life insurance offered pursuant to Section 4.01.

(c) Health Care Reimbursement Accounts. The Plan may not discriminate in favor of highly compensated employees (within the meaning of Code section 105(h)(5)) as to benefits provided or eligibility to participate with respect to the Account described in Section 4.02.

(d) Dependent Care Assistance Accounts. The Plan may not discriminate in favor of highly compensated employees (within the meaning of Code section 414(q)) as to benefits provided or eligibility to participate with respect to the Account described in Section 4.03.

(e) Adoption Assistance Accounts. The Plan may not discriminate in favor of highly compensated employees (within the meaning of Code section 414(q)) as to benefits provided or eligibility to participate with respect to the Account described in Section 4.04.

Section 5.02 LIMITATIONS ON CONTRIBUTIONS

(a) Cafeteria Plan. Key employees (within the meaning of Code section 416(i)(1)) may not receive more than 25% of the aggregate benefits provided for all employees under the Plan.

(b) Dependent Care Assistance Accounts. Shareholders or owners owning more than 5% of the capital or profits interest of the Employer may not receive more than 25% of the aggregate benefits provided for all employees under the Plan with respect to the Account described in Section 4.03. The average benefits provided under Section 4.03 to Participants who are not highly compensated employees must be at least 55 percent of the average benefits provided to highly compensated employees of the Company.

(c) Adoption Assistance Accounts. Shareholders or owners owning more than 5% of the capital or profits interest of the Employer may not receive more than 5% of the aggregate benefits provided for all employees under the Plan with respect to the Account described in Section 4.04.

ARTICLE 6
REIMBURSEMENTS

Section 6.01 PROCEDURES FOR REIMBURSEMENT

(a) Benefits Provided by Contracts. All claims for benefits that are provided under Contracts shall be made by the Participant to the company issuing such contract.

(b) Timing of Claims. Reimbursements and/or payments shall only be made for expenses incurred in the applicable Plan Year while the Participant participates in the Plan. Except as otherwise expressly provided herein, no reimbursement and/or payment shall be made for any expenses relating to services rendered before participation or after Termination of Employment for any reason. All claims for reimbursement and/or payment must be made within the time periods specified in the Adoption Agreement.

(c) Documentation. A Participant or any other person entitled to benefits from the Plan (a "Claimant") may apply for such benefits by completing and filing a claim with the Plan Administrator. Any such claim shall include all information and evidence that the Plan Administrator deems necessary to properly evaluate the merit of and to make any necessary determinations on a claim for benefits. The Plan Administrator may request any additional information necessary to evaluate the claim.

(d) Payment. To the extent that the Plan Administrator approves the claim, the Company shall: (i) reimburse the Claimant, or (ii) at the option of the Plan Administrator, pay the service provider directly for any amounts payable from the Accounts established hereunder. The Plan Administrator shall establish a schedule, not less frequently than monthly, for the payment of claims. The Plan Administrator may provide that payments/reimbursements of less than a certain amount may be carried forward and aggregated with future claims until the reimbursable amount is greater than such minimum, provided, however, that the entire amount of payments/reimbursements outstanding at the end of the Plan Year shall be reimbursed without regard to the minimum payment amount.

(e) Coordination with HRA. A Participant who is also eligible to participate in a Code section 105 health reimbursement arrangement ("HRA") sponsored by the Company shall not be entitled to payment/reimbursement under the Health Care Reimbursement Account for expenses that are reimbursable under both the Health Care Reimbursement Account and the HRA until the Participant has received his or her maximum reimbursement under the HRA. Notwithstanding the foregoing, a Participant shall be entitled to payment/reimbursement under the Health Care Reimbursement Account if before the Plan Year begins, the plan document for the HRA specifies that coverage under the HRA is available only after expenses exceeding the applicable dollar amounts in the Health Care Reimbursement Account have been paid.

(f) Death. If a Participant dies, his beneficiaries or his estate may submit claims for expenses or benefits for the portion of the Plan Year preceding the date of the Participant's death. A Participant may designate a specific beneficiary for this purpose. If no such beneficiary is specified, the Plan Administrator may pay any amount due hereunder to the Participant's spouse, one or more of his or her dependents or a representative of the Participant's estate. Such payment shall fully discharge the Plan Administrator and the Company from further liability on account thereof.

(g) Form of Claim/Notice. All claims and notices shall be made in written form unless the Plan Administrator provides procedures for such claims and notices to be made in electronic and/or telephonic format to the extent that such alternative format is permitted under applicable law.

(h) Refunds/Indemnification. If the Plan Administrator determines that any Claimant has directly or indirectly received excess payments/reimbursements or has received payments/reimbursements that are taxable to the Claimant, the Plan Administrator shall notify the Claimant and the Claimant shall repay such excess amount (or at the option of the Plan Administrator, the Claimant shall repay the amount that should have been withheld or paid as payroll or withholding taxes) as soon as possible, but in no event later than 30 days after the date of notification. A Claimant shall indemnify and reimburse the Company for any liability the Company may incur for making such

payments, including but not limited to failure to withhold or pay payroll or withholding taxes from such payments or reimbursements. If the Claimant fails to timely repay an excess amount and/or make sufficient indemnification, the Plan Administrator may: (i) to the extent permitted by applicable law, offset the Claimant's salary or wages, and/or (ii) offset other benefits payable hereunder.

(i) Debit, Credit or Other Stored Value Cards. To the extent provided in the Adoption Agreement, the Company may enter into an agreement with a financial institution to provide a Participant with a debit, credit or other stored value card to provide immediate payment of reimbursements available under Section 4.02 and/or Section 4.03 provided that the use of such card complies with IRS Revenue Ruling 2003-43 (to the extent not superseded by IRS Notice 2006-69), IRS Notice 2006-69, IRS Notice 2007-2, IRS Notice 2008-104, IRS Notice 2010-59, IRS Notice 2011-5 and any superseding guidance. A Participant may obtain benefits under Sections 4.02 and 4.03 without the use of the card.

(j) HSA Coordination. Except as otherwise provided in the Adoption Agreement, benefits under this Plan shall not be coordinated with coverage in a high deductible health plan to facilitate participation in Health Savings Accounts.

(k) Plan Administrator Procedures. The Plan Administrator may establish procedures regarding the documentation to be submitted in a claim for reimbursement and/or payment and may also establish any other procedures regarding claims for reimbursement and/or payment provided that the procedures do not violate ERISA section 503 if the Adoption Agreement indicates the plan is subject to ERISA. Such procedures may include, without limitation, requirements to submit claims periodically throughout the Plan Year.

Section 6.02 CLAIMS PROCEDURE FOR HEALTH CARE REIMBURSEMENT ACCOUNT

(a) A request for benefits is a "claim" subject to this Section only if it is filed by the Participant or the Participant's authorized representative in accordance with the Plan's claim filing guidelines. In general, claims must be filed in writing. Any claim that does not relate to a specific benefit under the Plan (for example, a general eligibility claim or a dispute involving a mid-year election change) must be filed with the Plan Administrator. A request for prior approval of a benefit or service where prior approval is not required under the Plan is not a "claim" under these rules. Similarly, a casual inquiry about benefits or the circumstances under which benefits might be paid under the Plan is not a "claim" under these rules, unless it is determined that your inquiry is an attempt to file a claim. If a claim is received, but there is not enough information to process the claim, the Participant will be given an opportunity to provide the missing information. Participants may designate an authorized representative if written notice of such designation is provided.

(b) This Section 6.02(b) shall apply for any claim for benefits under the Health Care Reimbursement Account.

(1) Timing of Notice of Denied Claim. The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 30 days after receipt of the claim. This period may be extended one time by the Plan for up to 15 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the Claimant, prior to the expiration of the initial 30-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision. If such an extension is necessary due to a failure of the Claimant to submit the information necessary to decide the claim, the notice of extension shall specifically describe the required information, and the Claimant shall be afforded at least 45 days from receipt of the notice within which to provide the specified information.

(2) Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (A) the reason or reasons for such denial, (B) the pertinent Plan provisions on which the denial is based, (C) any material or information needed to grant the claim and an explanation of why the additional information is necessary, (D) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA, and (E): (I) If an internal rule, guideline, protocol, or other similar criterion was relied upon in making the adverse determination, either the specific rule, guideline, protocol, or other similar criterion; or a statement that such a rule,

guideline, protocol, or other similar criterion was relied upon in making the adverse determination and that a copy of such rule, guideline, protocol, or other criterion will be provided free of charge to the Claimant upon request; or (II) if the adverse benefit determination is based on a medical necessity or experimental treatment or similar exclusion or limit, either an explanation of the scientific or clinical judgment for the determination, applying the terms of the Plan to the Claimant's medical circumstances, or a statement that such explanation will be provided free of charge upon request.

(3) Appeal of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he shall file an appeal with the Plan Administrator on or before the 180th day after he receives the Plan Administrator's notice that the claim has been wholly or partially denied. The appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. An appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. In considering the appeal, the Plan Administrator shall:

(A) Provide for a review that does not afford deference to the initial adverse benefit determination and that is conducted by an appropriate named fiduciary of the Plan who is neither the individual who made the adverse benefit determination that is the subject of the appeal, nor the subordinate of such individual;

(B) Provide that, in deciding an appeal of any adverse benefit determination that is based in whole or in part on a medical judgment, including determinations with regard to whether a particular treatment, drug, or other item is experimental, investigational, or not medically necessary or appropriate, the appropriate named fiduciary shall consult with a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment;

(C) Provide for the identification of medical or vocational experts whose advice was obtained on behalf of the Plan in connection with a Claimant's adverse benefit determination, without regard to whether the advice was relied upon in making the benefit determination; and

(D) Provide that the health care professional engaged for purposes of a consultation under Subsection (B) shall be an individual who is neither an individual who was consulted in connection with the adverse benefit determination that is the subject of the appeal, nor the subordinate of any such individual.

The Plan Administrator shall notify the Claimant of the Plan's benefit determination on review within 60 days after receipt by the Plan of the Claimant's request for review of an adverse benefit determination. The Claimant shall lose the right to appeal if the appeal is not timely made.

(4) Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator shall be binding upon all parties.

(5) Exhaustion of Remedies. Before a suit can be filed in federal court, claims must exhaust internal remedies.

(c) Additional Internal and External Claims Procedure for Health Care Reimbursement Account.

(1) Applicability. This Section shall apply for any claim for benefits under the Health Care Reimbursement Account if (A) the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules and (B) the Plan is not a grandfathered health plan under the Patient Protection and Affordable Care Act.

(2) Effective Date. This Section shall be effective the later of the first plan year beginning after September 23, 2010 or the date the Plan is no longer a grandfathered health plan under the Patient Protection and Affordable Care Act.

(3) Internal Claims Process. The requirements under Section 6.02(b) shall apply as the internal appeals process except as modified below. This section is intended to satisfy the requirements of DOL Reg. 2590.715-2719 and any superseding guidance.

(A) Adverse Benefit Determination. An adverse benefit determination means an adverse benefit determination as defined in DOL Reg. 2560.503-1, as well as any rescission of coverage, as described in DOL Reg. 2590.715-2712(a)(2).

(B) Full and Fair Review. A Claimant must be allowed to review the file and present evidence and testimony as part of the internal appeals process. Claimants must be provided, free of charge, with any new or additional evidence considered relied upon or generated by the Plan in connection with the claim sufficiently in advance of the final adverse benefit determination to give the Claimant a reasonable opportunity to respond prior to that date. The Plan must also meet the conflict of interest requirements under DOL Reg. 2590.715-2712(b)(2)(D).

(C) Notice. A description of available internal and external claims processes and information regarding how to initiate an appeal must be provided. Notices of adverse benefit determinations must include the information required under DOL Reg. 2590.715-2719(b)(2)(ii)(E) as applicable. The final notice of internal adverse benefit determination must include a discussion of the decision. Notice must be provided in a linguistically appropriate manner as provided under DOL Reg. 2590.715-2719(e). The Plan must disclose the contact information for any applicable office of health insurance consumer assistance or ombudsman established under PHS Act section 2793.

(4) Deemed Exhaustion of Internal Claims Process. If the Plan fails to adhere to the requirements of DOL Reg. 2590.715-2719(b)(2), except as provided under DOL Reg. 2590.715-2719(b)(2)(ii)(F)(2), the claimant may initiate an external review under Section 6.02(c)(5) or may bring an action under section 502(a) of ERISA as provided in DOL Reg. 2590.715-2719(b)(2)(ii)(F) and any superseding guidance.

(5) External Claims Process.

(A) State External Claims Process. If the Adoption Agreement specifies that the Plan is not subject to ERISA and the State external claims process includes at a minimum the consumer protections in the NAIC Uniform Model Act then the plan must comply with the applicable State claims review process.

(B) Federal External Claims Process. The plan must comply with the Federal external claims process of DOL Reg. section 2590.715-2719(d) and any superseding guidance if Subsection (c)(5)(A) above is not applicable.

(d) Notwithstanding anything to the contrary, if the Adoption Agreement specifies that (1) the Plan is not subject to ERISA and (2) the Plan does not constitute a group health plan as defined in Treas. Reg. section 54.9801-2 or the Plan is a grandfathered health plan under the Patient Protection and Affordable Care Act, claims procedures shall be established by the policies and procedures of the Plan Administrator and/or Company and any other applicable law.

Section 6.03 CLAIMS PROCEDURES FOR NON-HEALTH BENEFITS

(a) This Section 6.03 shall apply for any claim for benefits under Accounts other than the Health Care Reimbursement Account.

(b) Timing of Notice of Denied Claim. The Plan Administrator shall notify the Claimant of any adverse benefit determination within a reasonable period of time, but not later than 90 days after receipt of the claim. This period may be extended one time by the Plan for up to 90 days, provided that the Plan Administrator both determines that such an extension is necessary due to matters beyond the control of the Plan and notifies the

Claimant, prior to the expiration of the initial 90-day period, of the circumstances requiring the extension of time and the date by which the Plan expects to render a decision.

(c) Content of Notice of Denied Claim. If a claim is wholly or partially denied, the Plan Administrator shall provide the Claimant with a written notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) any material or information needed to grant the claim and an explanation of why the additional information is necessary, and (4) an explanation of the steps that the Claimant must take if he wishes to appeal the denial including a statement that the Claimant may bring a civil action under ERISA.

(d) Appeal of Denied Claim. If a Claimant wishes to appeal the denial of a claim, he shall file a written appeal with the Plan Administrator on or before the 60th day after he receives the Plan Administrator's written notice that the claim has been wholly or partially denied. The written appeal shall identify both the grounds and specific Plan provisions upon which the appeal is based. The Claimant shall be provided, upon request and free of charge, documents and other information relevant to his claim. A written appeal may also include any comments, statements or documents that the Claimant may desire to provide. The Plan Administrator shall consider the merits of the Claimant's written presentations, the merits of any facts or evidence in support of the denial of benefits, and such other facts and circumstances as the Plan Administrator may deem relevant. The Claimant shall lose the right to appeal if the appeal is not timely made. The Plan Administrator shall ordinarily rule on an appeal within 60 days. However, if special circumstances require an extension and the Plan Administrator furnishes the Claimant with a written extension notice during the initial period, the Plan Administrator may take up to 120 days to rule on an appeal.

(e) Denial of Appeal. If an appeal is wholly or partially denied, the Plan Administrator shall provide the Claimant with a notice identifying (1) the reason or reasons for such denial, (2) the pertinent Plan provisions on which the denial is based, (3) a statement that the Claimant is entitled to receive, upon request and free of charge, reasonable access to, and copies of, all documents, records, and other information relevant to the Claimant's claim for benefits, and (4) a statement describing the Claimant's right to bring an action under section 502(a) of ERISA. The determination rendered by the Plan Administrator shall be binding upon all parties.

(f) Notwithstanding anything to the contrary, if the Adoption Agreement specifies that the Plan is not subject to ERISA, claims procedures shall be established by the policies and procedures of the Plan Administrator and/or Company and any other applicable law.

Section 6.04 MINOR OR LEGALLY INCOMPETENT PAYEE

If a distribution is to be made to an individual who is either a minor or legally incompetent, the Plan Administrator may direct that such distribution be paid to the legal guardian. If a distribution is to be made to a minor and there is no legal guardian, payment may be made to a parent of such minor or a responsible adult with whom the minor maintains his residence, or to the custodian for such minor under the Uniform Transfer to Minors Act, if such is permitted by the laws of the state in which such minor resides. Such payment shall fully discharge the Plan Administrator and the Company from further liability on account thereof.

Section 6.05 MISSING PAYEE

If the Plan Administrator is unable to make payment to any Participant or other person to whom a payment is due under the Plan because it cannot ascertain the identity or whereabouts of such Participants or other person after reasonable efforts have been made to identify or locate such person, such payment and all subsequent payments otherwise due to such Participant or other person shall be forfeited one year after the date any such payment first became due.

ARTICLE 7
PLAN ADMINISTRATION

Section 7.01 PLAN ADMINISTRATOR

(a) Designation. The Plan Administrator shall be specified in the Adoption Agreement. In the absence of a designation in the Adoption Agreement, the Plan Sponsor shall be the Plan Administrator. If a Committee is designated as the Plan Administrator, the Committee shall consist of one or more individuals who may be Employees appointed by the Plan Sponsor and the Committee shall elect a chairman and may adopt such rules and procedures as it deems desirable. The Committee may also take action with or without formal meetings and may authorize one or more individuals, who may or may not be members of the Committee, to execute documents in its behalf.

(b) Authority and Responsibility of the Plan Administrator. The Plan Administrator shall be the Plan "administrator" as such term is defined in section 3(16) of ERISA (if the Adoption Agreement provides that the Plan is subject to ERISA), and as such shall have total and complete discretionary power and authority:

(i) to make factual determinations, to construe and interpret the provisions of the Plan, to correct defects and resolve ambiguities and inconsistencies therein and to supply omissions thereto. Any construction, interpretation or application of the Plan by the Plan Administrator shall be final, conclusive and binding;

(ii) to determine the amount, form or timing of benefits payable hereunder and the recipient thereof and to resolve any claim for benefits in accordance with Article 6;

(iii) to determine the amount and manner of any allocations hereunder;

(iv) to maintain and preserve records relating to the Plan;

(v) to prepare and furnish all information and notices required under applicable law or the provisions of this Plan;

(vi) to prepare and file or publish with the Secretary of Labor, the Secretary of the Treasury, their delegates and all other appropriate government officials all reports and other information required under law to be so filed or published;

(vii) to hire such professional assistants and consultants as it, in its sole discretion, deems necessary or advisable; and shall be entitled, to the extent permitted by law, to rely conclusively on all tables, valuations, certificates, opinions and reports which are furnished by same;

(viii) to determine all questions of the eligibility of Employees and of the status of rights of Participants;

(ix) to adjust Accounts in order to correct errors or omissions;

(x) to determine the validity of any judicial order;

(xi) to retain records on elections and waivers by Participants;

(xii) to supply such information to any person as may be required;

(xiii) to perform such other functions and duties as are set forth in the Plan that are not specifically given to any other fiduciary or other person.

(c) Procedures. The Plan Administrator may adopt such rules and procedures as it deems necessary, desirable, or appropriate for the administration of the Plan. When making a determination or calculation, the Plan Administrator shall be entitled to rely upon information furnished to it. The Plan Administrator's decisions shall be binding and conclusive as to all parties.

(d) Allocation of Duties and Responsibilities. The Plan Administrator may designate other persons to carry out any of his duties and responsibilities under the Plan.

(e) Compensation. The Plan Administrator shall serve without compensation for its services.

(f) Expenses. All direct expenses of the Plan, the Plan Administrator and any other person in furtherance of their duties hereunder shall be paid or reimbursed by the Company.

(g) Allocation of Fiduciary Duties. A Plan fiduciary shall have only those specific powers, duties, responsibilities and obligations as are explicitly given him under the Plan. It is intended that each fiduciary shall not be responsible for any act or failure to act of another fiduciary. A fiduciary may serve in more than one fiduciary capacity with respect to the Plan.

Section 7.02 INDEMNIFICATION

Unless otherwise provided in the Adoption Agreement, the Company shall indemnify and hold harmless any person serving as the Plan Administrator (and its delegate) from all claims, liabilities, losses, damages and expenses, including reasonable attorneys' fees and expenses, incurred by such persons in connection with their duties hereunder to the extent not covered by insurance, except when the same is due to such person's own gross negligence, willful misconduct, lack of good faith, or breach of its fiduciary duties under this Plan or ERISA to the extent that the Adoption Agreement provides the Plan is subject to ERISA.

Section 7.03 HIPAA PRIVACY RULES

(a) Application. This Section 7.03 shall only apply in the event that this Plan constitutes a group health plan as defined in section 2791(a)(2) of the Public Health Service Act or if the Plan Administrator determines that the Plan is subject to the HIPAA privacy rules.

(b) Privacy Policy. The Plan shall adopt a HIPAA privacy policy, the terms of which are incorporated herein by reference.

(c) Business Associate Agreement. The Plan will enter into a business associate agreement with any persons as may be required by applicable law as determined by the Plan Administrator.

(d) Notice of Privacy Practices. The Plan will provide each Participant with a notice of privacy practices to the extent required by applicable law.

(e) Disclosure to the Company.

(1) In General. This Subsection permits the Plan to disclose protected health information ("PHI"), as defined in the HIPAA privacy rules, to the Company to the extent that such PHI is necessary for the Company to carry out its administrative functions related to the Plan.

(2) Permitted Disclosure. The Plan may disclose the PHI to the Company that is necessary for the Company to carry out the following administrative functions related to the Plan: eligibility determinations, enrollment and disenrollment activities, and Plan amendments or termination. The Company may use and disclose the PHI provided to it from the Plan only for the administrative purposes described in this Subsection.

(3) Limitations. The Company agrees to the following limitations and requirements related to its use and disclosure of PHI received from the Plan:

(A) Use and Further Disclosure. The Company shall not use or further disclose PHI other than as permitted or required by the Plan document or as required by all applicable law, including but not limited to the HIPAA privacy rules. When using or disclosing PHI or when requesting PHI from the Plan, the Company shall make reasonable efforts to limit the PHI to the minimum amount necessary to accomplish the intended purpose of the use, disclosure or request.

(B) Agents and Subcontractors. The Company shall require any agents, including subcontractors, to whom it provides PHI received from the Plan to agree to the same restrictions and conditions that apply to the Company with respect to such information.

(C) Employment-Related Actions. Except as permitted by the HIPAA privacy rules and other applicable federal and state privacy laws, the Company shall not use PHI for employment-related actions and decisions, or in connection with any other employee benefit plan of the Company.

(D) Reporting of Improper Use or Disclosure. The Company shall promptly report to the Plan any improper use or disclosure of PHI of which it becomes aware.

(E) Adequate Protection. The Company shall provide adequate protection of PHI and separation between the Plan and the Company by: (i) ensuring that only those employees who work in the human resources department of the Company on issues related to the healthcare components of the Plan will have access to the PHI provided by the Plan; (ii) restricting access to and use of PHI to only the employees identified in clause (i) above and only for the administrative functions performed by the Company on behalf of the Plan that are described herein; (iii) requiring any agents of the Plan who receive PHI to abide by the Plan's privacy rules; and (iv) using the Company's established disciplinary procedures to resolve issues of noncompliance by the employees identified in clause (i) above.

(F) Return or Destruction of PHI. If feasible, the Company shall return or destroy all PHI received from the Plan that the Company maintains in any form, and retain no copies of such information when no longer needed for the purpose for which disclosure was made. If such return or destruction is not feasible, the Company shall limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

(G) Participant Rights. The Company shall provide Participants with the following rights: (i) the right to access to their PHI in accordance with 45 C.F.R. §164.524; (ii) the right to amend their PHI upon request (or the Company will explain to the Participant in writing why the requested amendment was denied) and incorporate any such amendment into a Participant's PHI in accordance with 45 C.F.R. §164.526; and (iii) the right to an accounting of all disclosures of their PHI in accordance with 45 C.F.R. §164.528.

(H) Cooperation with HHS. The Company shall make its books, records, and internal practices relating to the use and disclosure of PHI received from the Plan available to HHS for verification of the Plan's compliance with the HIPAA privacy rules.

(4) Certification. By executing the accompanying Adoption Agreement, the Company hereby certifies that the Plan documents have been amended in accordance with 45 C.F.R. §164.504(f), and that the Company shall protect the PHI as described in Subsection 3 herein.

(5) Security Standards Requirement. To comply with the Security Standards regulations that were published on February 21, 2003, the Company must:

(A) implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the electronic PHI that it creates, receives, maintains or transmits on behalf of the Plan;

(B) ensure that the adequate separation required by 45 C.F.R. 164.504(f)(2)(iii) is supported by reasonable and appropriate security measures;

(C) ensure that any agent, including a subcontractor, to whom it provides this information agrees to implement reasonable and appropriate security measures to protect the information; and

(D) report to the Plan any security incident of which it becomes aware.

(6) Amendment. Notwithstanding any other provision of the Plan, this Section may be amended in any way and at any time by the Privacy Officer.

(7) Effective Dates. Subsections (1) – (4) and Subsection (6) apply to the Plan no later than April 14, 2003, or such other date that the HIPAA Privacy Regulations apply to the Plan. Section (5) applies to the Plan no later than April 20, 2005, or such other date that the HIPAA Security Regulations apply to the Plan.

Section 7.04 MEDICAL CHILD SUPPORT ORDERS

In the event the Plan Administrator receives a medical child support order (within the meaning of ERISA section 609(a)(2)(B)), the Plan Administrator shall notify the affected Participant and any alternate recipient identified in the order of the receipt of the order and the Plan's procedures for determining whether such an order is a qualified medical child support order (within the meaning of ERISA section 609(a)(2)(A)). Within a reasonable period the Plan Administrator shall determine whether the order is a qualified medical child support order and shall notify the Participant and alternate recipient of such determination.

If the plan is not subject to ERISA any applicable law related to qualified medical child support orders or National Medical Support Notices shall apply and the Plan Administrator shall follow any required procedures under such law.

Section 7.05 HIPAA PORTABILITY RULES

In the event the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2 or if the Plan Administrator determines that the Plan is subject to HIPAA portability rules, the Plan shall comply with the requirements of Code section 9801 et. Seq. including the requirement to cover children until the attainment of age 26 if the Plan makes dependent coverage of children available. The Plan Administrator shall only provide a certificate of creditable coverage if the Plan constitutes a group health plan as defined in Treas. Reg. section 54.9801-2.

ARTICLE 8
AMENDMENT AND TERMINATION

Section 8.01 AMENDMENT

The provisions of the Plan may be amended in writing at any time and from time to time by the Plan Sponsor.

Section 8.02 TERMINATION

(a) It is the intention of the Plan Sponsor that this Plan will be permanent. However, the Plan Sponsor reserves the right to terminate the Plan at any time for any reason.

(b) Each entity constituting the Company reserves the right to terminate its participation in this Plan. Each such entity constituting the Company shall be deemed to terminate its participation in the Plan if: (i) it is a party to a merger in which it is not the surviving entity and the surviving entity is not an affiliate of another entity constituting the Company, or (ii) it sells all or substantially all of its assets to an entity that is not an affiliate of another entity constituting the Company.

ARTICLE 9
MISCELLANEOUS

Section 9.01 NONALIENATION OF BENEFITS

No Participant or Beneficiary shall have the right to alienate, anticipate, commute, pledge, encumber or assign any of the benefits or payments which he may expect to receive, contingently or otherwise, under the Plan.

Section 9.02 NO RIGHT TO EMPLOYMENT

Nothing contained in this Plan shall be construed as a contract of employment between the Company and the Participant, or as a right of any Employee to continue in the employment of the Company, or as a limitation of the right of the Company to discharge any of its Employees, with or without cause.

Section 9.03 NO FUNDING REQUIRED

Except as otherwise required by law:

(a) Any amount contributed by a Participant and/or the Company to provide benefits hereunder shall remain part of the general assets of the Company and all payments of benefits under the Plan shall be made solely out of the general assets of the Company.

(b) The Company shall have no obligation to set aside any funds, establish a trust, or segregate any amounts for the purpose of making any benefit payments under this Plan. However, the Company may in its sole discretion, set aside funds, establish a trust, or segregate amounts for the purpose of making any benefit payments under this Plan.

(c) No person shall have any rights to, or interest in, any Account other than as expressly authorized in the Plan.

Section 9.04 GOVERNING LAW

(a) The Plan shall be construed in accordance with and governed by the laws of the state or commonwealth of organization of the Plan Sponsor to the extent not preempted by Federal law.

(b) The Plan hereby incorporates by reference any provisions required by state law to the extent not preempted by Federal law.

Section 9.05 TAX EFFECT

The Company does not represent or guarantee that any particular federal, state or local income, payroll, personal property or other tax consequence will result from participation in this Plan. A Participant should consult with professional tax advisors to determine the tax consequences of his or her participation.

Section 9.06 SEVERABILITY OF PROVISIONS

If any provision of the Plan shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and the Plan shall be construed and enforced as if such provisions had not been included.

Section 9.07 HEADINGS AND CAPTIONS

The headings and captions herein are provided for reference and convenience only, shall not be considered part of the Plan, and shall not be employed in the construction of the Plan.

Section 9.08 GENDER AND NUMBER

Except where otherwise clearly indicated by context, the masculine and the neuter shall include the feminine and the neuter, the singular shall include the plural, and vice-versa.

BOARD LETTER NO. 15 – 142

HEALTH & HUMAN SERVICES COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Assessment of Need – Behavioral Health Group**

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

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOALS:
Adults will be self-sufficient and live a life free from addictions.

ACTION REQUESTED:
The St. Louis County Board is requested to review the assessment of need conducted by the Public Health and Human Services Department (PHHS) and confirm the determination made by the Department that there is no need for additional medication assisted therapy services for treatment of opioid addiction.

BACKGROUND:
Behavior Health Group (BHG) was established in 2006 in Dallas, TX and has since acquired 33 opioid treatment centers located in Colorado, Kansas, Kentucky, Louisiana, Missouri, Oklahoma, Tennessee, and Texas. BHG has signed an agreement to purchase from Colonial Management Group, LLC the clinics located in Minnesota, including the one in Duluth, which has been operating as the Lake Superior Treatment Center (LSTC).

BHG must comply with all licensing requirements, only one of which is outlined in Rule 9530.6800 which states “before a license or provisional license may be issued, the need for the chemical dependency treatment or rehabilitation program must be determined by the commissioner. Need for an additional or expanded chemical dependency treatment program must be determined, in part, based on the recommendation of the county board of commissioners of the county in which the program will be located and the documentation submitted by the applicant at the time of application.”

BHG submitted a letter of need as directed in Rule 9530.6800, which has been reviewed by PHHS and a determination made there is no need for BHG to offer medication assisted therapy services in the Duluth location. This determination has been made based on the following:

- The Center for Alcohol and Drug Treatment (CADT) is completing remodeling of its building and will begin offering medication assisted therapy services in mid-April. Its license capacity is planned to be between 250-400 individuals. In the materials submitted by BHG they indicate that the LSTC is currently serving 188 individuals. CADT will have the capacity to meet the needs of the area.
- The geographic area served by LSTC, and proposed to be served by BHG, is a regional area of St Louis, Carlton, and Lake counties. This is the same geographic area that will be served by the CADT and therefore CADT can meet the needs of this geographic area and there is no need for BHG to offer services within this geographic area.
- The target population to be served by BHG is "individuals 18 years of age or older, suffering from addiction to and/or the abuse of heroin and/or prescription pain medications." This is the same target population that will be served by the CADT and therefore CADT can meet the needs of this target population and there is no need for BHG to offer services to this target population.

RECOMMENDATION:
It is recommended that the St. Louis County Board notify the Commissioner of Human Services that a review of the Letter of Need submitted by Behavioral Health Group has been completed and the County Board finds there is no need for medication assisted therapy services to be provided by Behavioral Health Group within St Louis County.

Assessment of Need – Behavioral Health Group

BY COMMISSIONER _____

WHEREAS, Minnesota Rule 9530.6800 outlines the procedures for an assessment of need for treatment services to be conducted; and

WHEREAS, Behavior Health Group (BHG) was established in 2006 in Dallas, TX and has since acquired 33 opioid treatment centers located in Colorado, Kansas, Kentucky, Louisiana, Missouri, Oklahoma, Tennessee, and Texas; and

WHEREAS, BHG has signed an agreement to purchase from Colonial Management Group, LLC the clinics located in Minnesota, including the one in Duluth, which has been operating as the Lake Superior Treatment Center (LSTC); and

WHEREAS, BHG must comply with all licensing requirements, only one of which is outlined in Rule 9530.6800 which states "before a license or provisional license may be issued, the need for the chemical dependency treatment or rehabilitation program must be determined by the commissioner. Need for an additional or expanded chemical dependency treatment program must be determined, in part, based on the recommendation of the county board of commissioners of the county in which the program will be located and the documentation submitted by the applicant at the time of application"; and

WHEREAS, BHG has submitted a letter of need as directed in Rule 9530.6800; this has been reviewed by PHHS; and

WHEREAS, The Center for Alcohol and Drug Treatment (CADT) is completing remodeling of its building and will begin offering medication assisted therapy services in mid-April. Their license capacity is planned to be between 250-400 individuals. In the materials submitted by BHG they indicate that the LSTC is currently serving 188 individuals. CADT will have the capacity to meet the needs of the area; and

WHEREAS, The geographic area served by LSTC, and proposed to be served by BHG, is a regional area of St Louis, Carlton, and Lake counties; this is the same geographic area that will be served by CADT and therefore CADT can meet the needs of this geographic area and there is no need for BHG to offer services within this geographic area; and

WHEREAS, The target population to be served by BHG is "individuals 18 years of age or older, suffering from addiction to and/or the abuse of heroin and/or prescription pain medications." This is the same target population that will be served by CADT and therefore CADT can meet the needs of this target population and there is no need for BHG to offer services to this target population;

THEREFORE, BE IT RESOLVED That the St. Louis County Board of Commissioners hereby informs the Commissioner of Human Services that a review of the Letter of Need submitted by Behavioral Health Group has been completed and that the County Board finds there is no need for medication assisted therapy services to be provided by Behavioral Health Group within St Louis County.

BOARD LETTER NO. 15 – 143

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Award of Bids: Tied Rout, Seal Coat, Crack Repair and Fog Seal Projects (City of Babbitt and Various Townships)**

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

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:
To provide a safe, well maintained road and bridge system.

ACTION REQUESTED:
The St. Louis County Board is requested to award a bid for a tied rout, seal coat, crack repair and fog seal combined projects.

BACKGROUND INFORMATION:
County staff is authorized under Resolution No. 88-381, dated May 24, 1988, to call for bids on projects which are already included in the budget document. Bids were requested for a tied project consisting of a rout and seal, seal coat, double seal coat, crack repair special, and fog seal project in: Pike, Embarrass, Waasa Townships, Unorganized Township 61-13 and the City of Babbitt. The projects are to be funded with St. Louis County State Aid, Local St. Louis County funds, and Unorganized Township Funds.

A call for bids was received by the Public Works Department on March 26, 2015, for the following projects in accordance with the plans and specifications on file in the office of the County Highway Engineer:

1. **Project:** **<u>CP 0021-243053, SAP 69-621-035(Low);</u> CP 0558-243402; CP 0583-243407; CP 8215-243413; CP 8217-243414; CP 0615-217665; CP 0620-243406; CP 0065-250568; CP 8172-250569; and CP 0615-250442**

   Location: Combined Project

   A.) CP 0021-243053, SAP 69-621-035(Low) CSAH 21 from TH 169 to CSAH 70, Length 24.816

   Traffic: 2,002

PQI: 1.8 to 3.6
Construction: Rout and Seal, Seal Coat and Fog Seal
Funding: Fund 220, Agency 220348, Object 652700

B.) CP 0558-243402 Tied CR 558 (Soini Road/Palo Tia Road) from TH 135 to CSAH 21, Length 2.673 miles
Traffic: 128
PQI: 0.9 to 3.1
Construction: Rout and Seal, Seal Coat and Fog Seal
Funding: Fund 200, Agency 203351, Object 652800

C.) CP 0583-243407 Tied CR 583 (Virginia-Ely Road) from CSAH 21 to UT 8215 (Lenont Road), Length 2.018 miles
Traffic: 128
PQI: 3.5
Construction: Rout and Seal, Crack Repair Special, Seal Coat and Fog Seal
Funding: Fund 200, Agency 203352, Object 652800

D.) CP 8215-243413 Tied UT 8215 (Lenont Road) from CR 583 to UT 8217 (Virginia-Ely Road), Length 0.474
Traffic: 155
PQI: 3.5
Construction: Rout and Seal, Crack Repair Special, Seal Coat and Fog Seal
Funding: Fund 210, Agency 210055, Object 652800

E.) CP 8217-243414 Tied UT 8217 from UT 8215 to CSAH 21, Length 3.974 miles
Traffic: 483
PQI: 2.4 to 3.6
Construction: Rout and Seal, Crack Repair Special, Seal Coat and Fog Seal
Funding: Fund 210, Agency 210056, Object 652800

F.) CP 0615-217665 Tied CR 615 (Salo Road) from CR 318 (Mattson Road) to CR 620 (Approx. 350 Feet East of CR 620), Length 3.053 miles
Traffic: 279
PQI: 1.8 to 2.5
Construction: Double Seal Coat and Fog Seal
Funding: Fund 200, Agency 203353, Object 652800

G.) CP 0620-243406 Tied CR 620 (Salo Road) from CR 615 to CSAH 21, Length 2.505 miles
Traffic: 79
PQI: N.A.
Construction: Double Seal Coat and Fog Seal
Funding: Fund 200, Agency 203354, Object 652800

H.) CP 0065-250568 Tied CSAH 65 (Biss Road) from CSAH 25 to TH 53, Length 7.654 miles

Traffic: 759
PQI: 3.2
Construction: Seal Coat and Fog Seal
Funding: Fund 200, Agency 203368, Object 652800

I.) CP 8172-250569 Tied UT 8172 (Lake Leander Road) from Jct. CSAH 65 W to Jct. CSAH 65 E, Length 2.325 miles.

Traffic: 107
PQI: 2.8
Construction: Seal Coat and Fog Seal
Funding: Fund 210, Agency 210061, Object 652800

J.) CP 0615-250442 Tied CR 615 (Salo Road) from CSAH 21 to CR 318 (Mattson Road), Length 3.886 miles

Traffic: 322
PQI: 1.8
Construction: Seal Coat and Fog Seal
Funding: Fund 200, Agency 203370, Object 652800

Anticipated Start Date: June 15, 2015
Anticipated Completion Date: August 10, 2015
Engineer's Estimate: $2,050,962.37

Bids:

Asphalt Surface Tech Corp. – ASTECH St. Cloud, MN	**$1,646,013.21 (-$404,949.16) (-19.74%)**
Scott Construction, Inc., Lake Delton, WI	$1,699,687.05
Morris Sealcoat & Trucking, Morris, MN	$1,714,413.01
Fahrner Asphalt Sealers, LLC Eau Claire, WI	$1,728,142.39

RECOMMENDATION:
It is recommended that the St. Louis County Board award the above projects to low bidder Asphalt Surface Tech Corp – ASTECH, St. Cloud, MN, in the amount of $1,646,013.21, payable from:.

A) Fund 220, Agency 220348, Object 652700, $660,357.29
B) Fund 200, Agency 203351, Object 652800, $ 68,147.77
C) Fund 200, Agency 203352, Object 652800, $ 61,337.37
D) Fund 210, Agency 210055, Object 652800, $ 18,259.64
E) Fund 210, Agency 210056, Object 652800, $177,020.92
F) Fund 200, Agency 203353, Object 652800, $168,227.80
G) Fund 200, Agency 203354, Object 652800, $139,850.90
H) Fund 200, Agency 203368, Object 652800, $194,934.99
I) Fund 210, Agency 210061, Object 652800, $ 53,517.80
J) Fund 200, Agency 203370, Object 652800, $104,358.73

Award of Bids: Tied Rout, Seal Coat, Crack Repair and Fog Seal Projects
(City of Babbitt and Various Townships)

BY COMMISSIONER _____

WHEREAS, bids have been received electronically by St. Louis County Public Works Department for the following tied projects:

CP 0021-243053, SAP 069-621-035(Low) (Rout and Seal, Seal Coat and Fog Seal, Crack Repair Special, Double Seal Coat) located on:
A.) CSAH 21 from TH 169 to CSAH 70, length 24.816 miles;
B.) CR 558 (Soini Road/Palo Tia Road) from TH 135 to CSAH 21, length 2.673 miles;
C.) CR 583 (Virginia-Ely Road) from CSAH 21 to UT 8215 (Lenont Road), length 2.018 miles;
D.) UT 8215 (Lenont Road) from CR 583 to UT 8217 (Virginia-Ely Road), length 0.474 miles;
E.) UT 8217 from UT 8215 to CSAH 21, length 3.974 miles;
F.) CR 615 (Salo Road) from CR 318 (Mattson Road) to CR 620 (Approx. 350 Feet East of CR 620), length 3.053 miles;
G.) CR 620 (Salo Road) from CR 615 to CSAH 21, length 2.505 miles;
H.) CSAH 65 (Biss Road) from CSAH 25 to TH 53, length 7.654 miles;
I.) UT 8172 (Lake Leander Road) from Jct. CSAH 65 W to Jct CSAH 65 E, length 2.325 miles;
J.) CR 615 (Salo Road) from CSAH 21 to CR 318 (Mattson Road), length 3.886 miles;

WHEREAS, Bids were opened in the Richard H. Hansen Transportation & Public Works Complex, Duluth, MN, on March 26, 2015, and the low responsible bid determined;

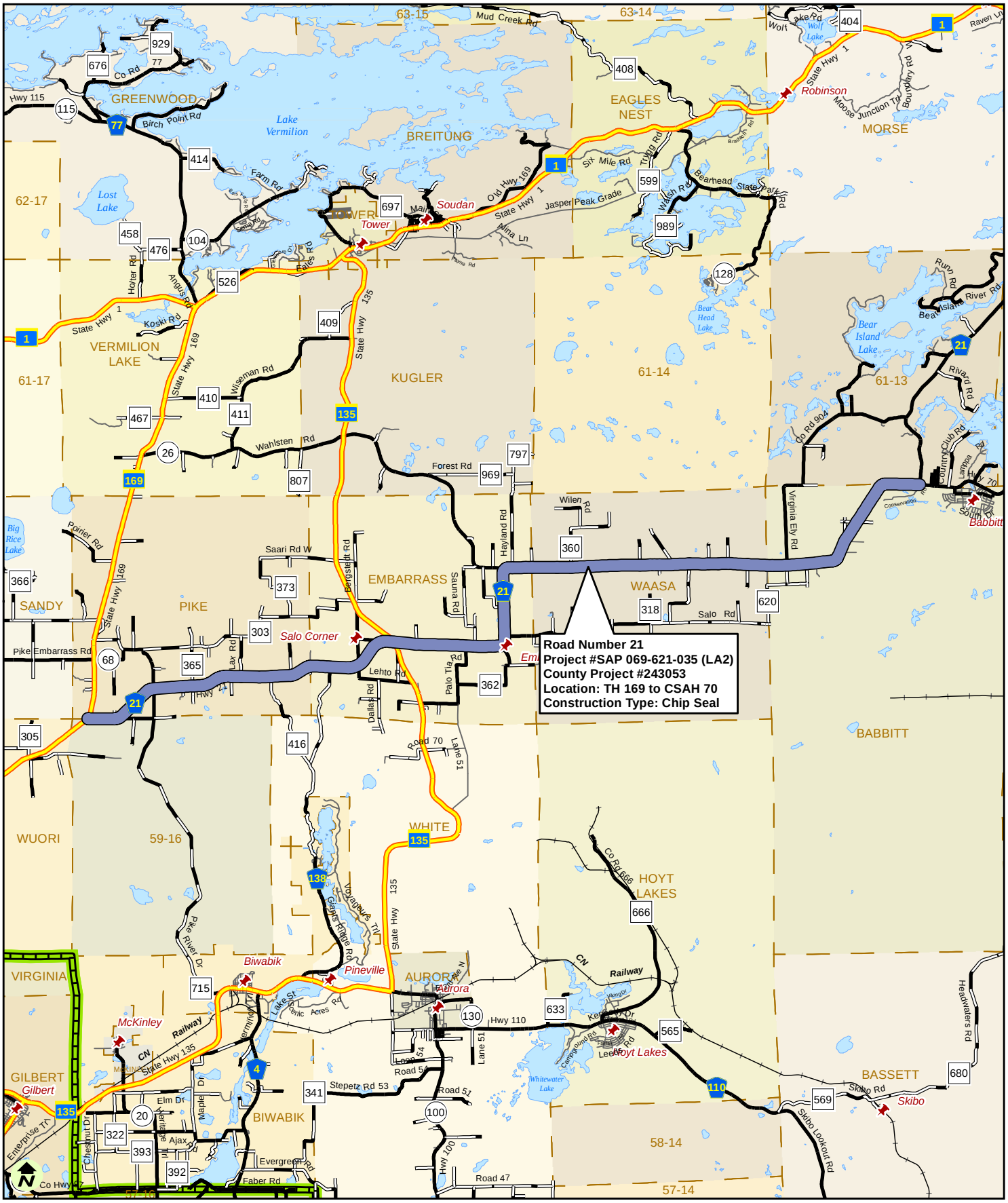
THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the award on the above projects to the low bidder.

LOW BIDDER	ADDRESS	AMOUNT
Asphalt Surface Tech Corp., ASTECH	P.O. Box 1025 St. Cloud, MN 56302	$1,646,013.21

RESOLVED FURTHER, That the appropriate county officials are authorized to approve the Contractor's Performance Bonds and to execute the bonds and contract for the above listed projects payable from:

A) Fund 220, Agency 220348, Object 652700, $660,357.29
B) Fund 200, Agency 203351, Object 652800, $ 68,147.77
C) Fund 200, Agency 203352, Object 652800, $ 61,337.37
D) Fund 210, Agency 210055, Object 652800, $ 18,259.64
E) Fund 210, Agency 210056, Object 652800, $177,020.92
F) Fund 200, Agency 203353, Object 652800, $168,227.80

G) Fund 200, Agency 203354, Object 652800, $139,850.90
H) Fund 200, Agency 203368, Object 652800, $194,934.99
I) Fund 210, Agency 210061, Object 652800, $ 53,517.80
J) Fund 200, Agency 203370, Object 652800, $104,358.73



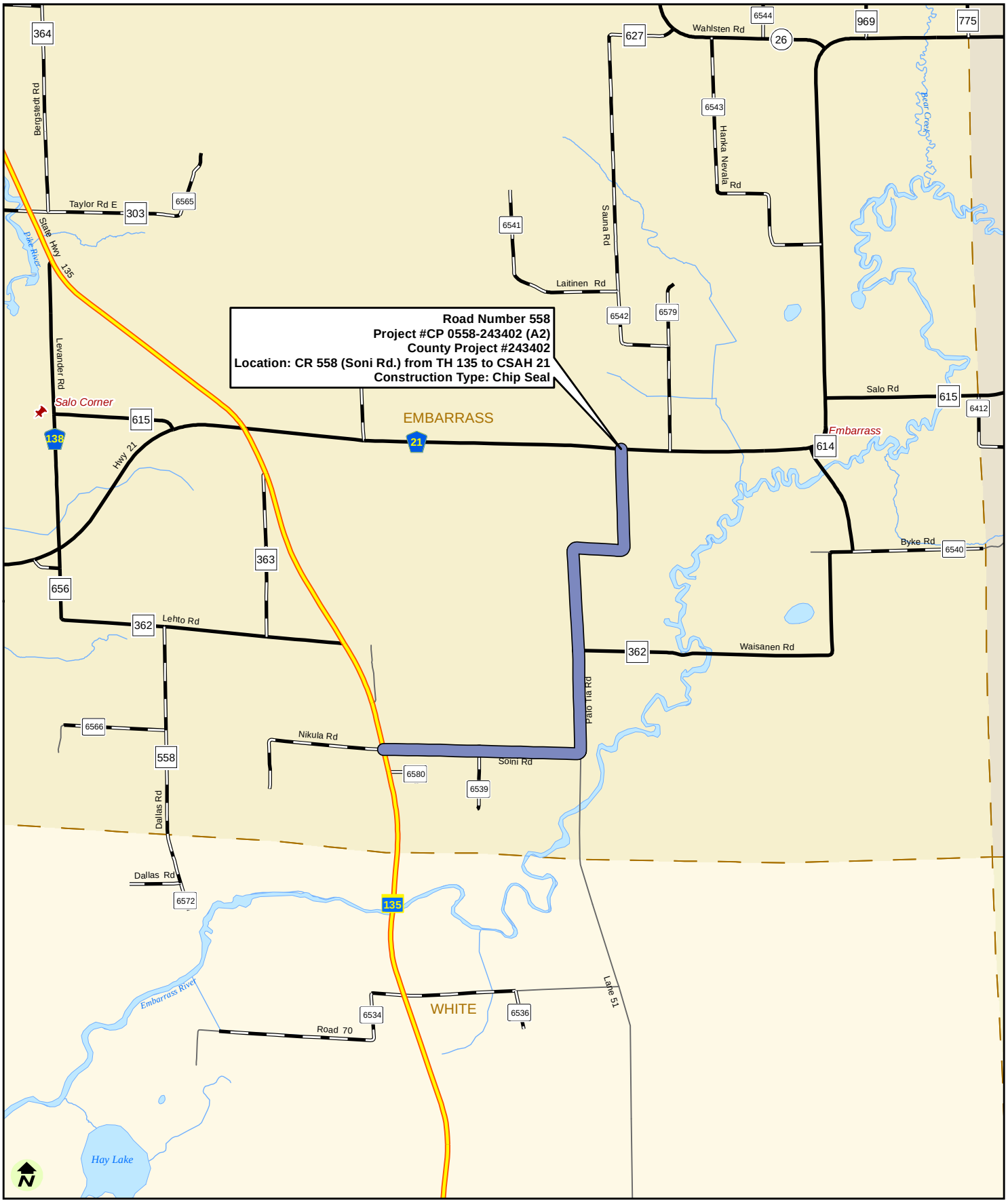
St. Louis County 2015 Road & Bridge Construction

St. Louis County Public Works Dept.
Bridge Inspection, Safety & Service through Teamwork
St. Louis County Public Works - February 26, 2015

0 1 2 4 Miles

Map Components

2015 Road & Bridge Construction
- Chip Seal
- Interstate Highway
- U.S./State Highway
- County Road - Paved
- County Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake

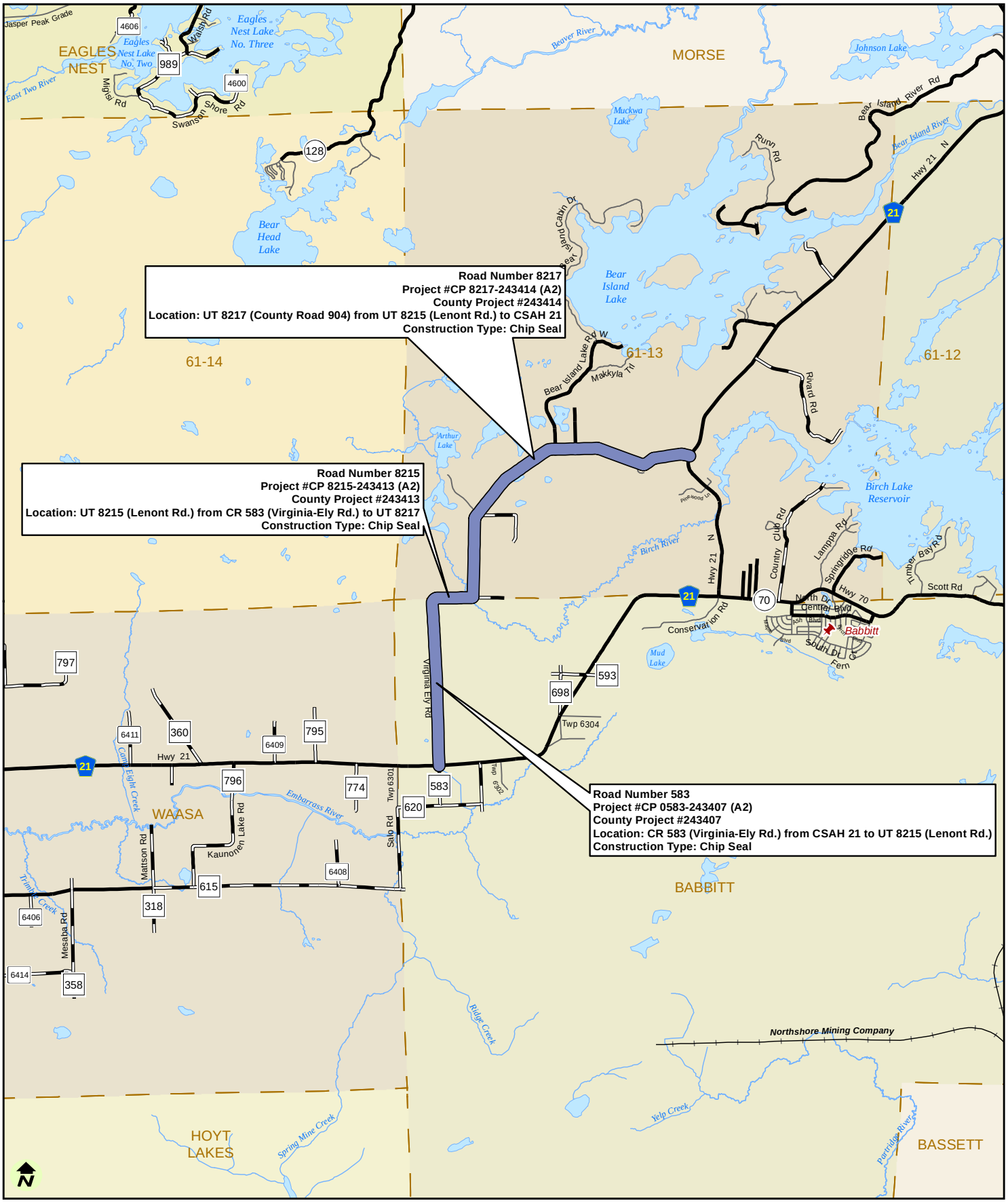


St. Louis County 2015 Road & Bridge Construction

0 0.25 0.5 1 Mile

Map Components

2015 Road & Bridge Construction
- Chip Seal
- Interstate Highway
- U.S./State Highway
- County Road - Paved
- County Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake
- River/Stream



St. Louis County 2015 Road & Bridge Construction

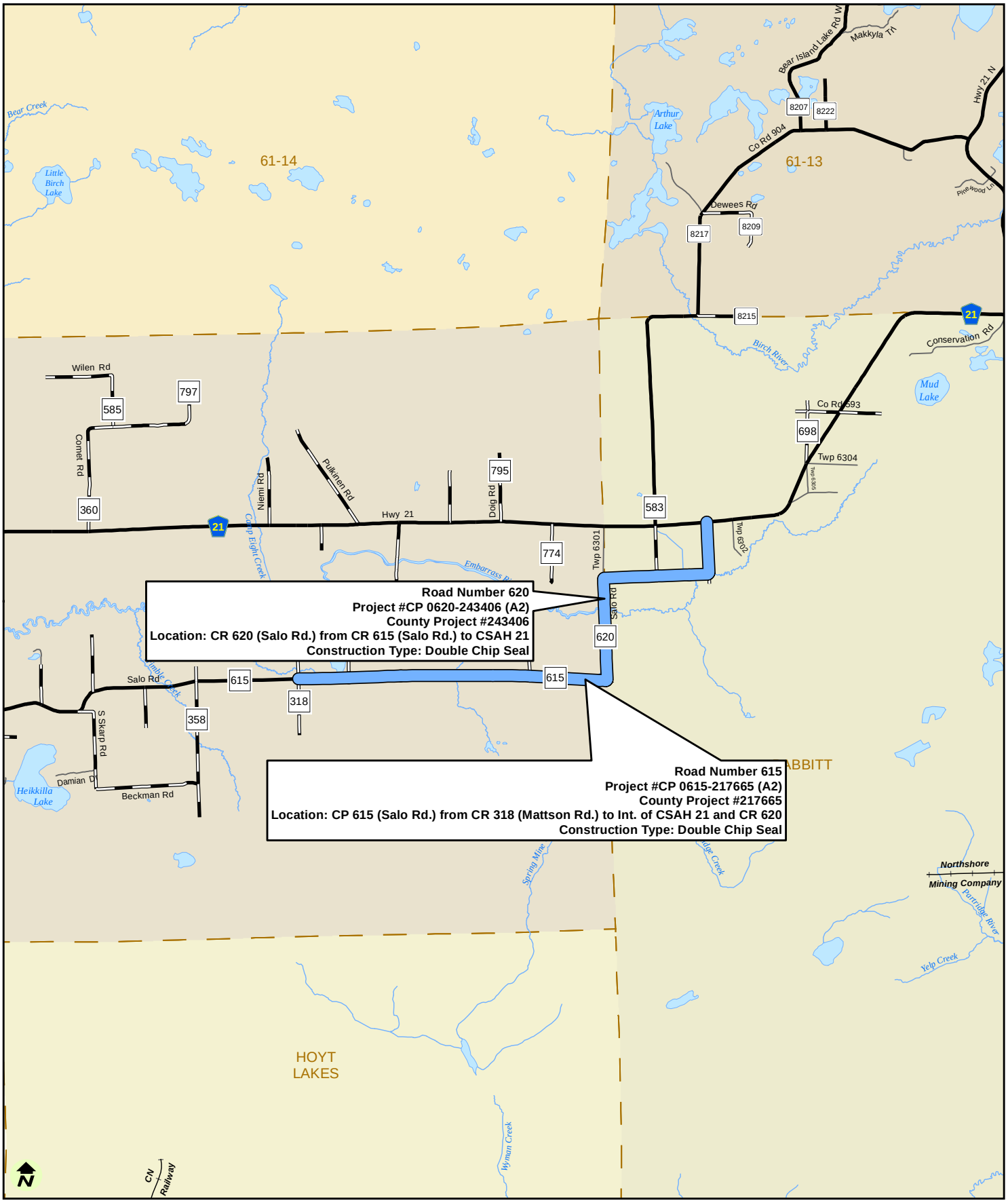
St. Louis County Public Works - February 26, 2015

0 0.5 1 2 Miles

Map Components

2015 Road & Bridge Construction

- Chip Seal
- Interstate Highway
- U.S./State Highway
- County Road - Paved
- County Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake
- River/Stream

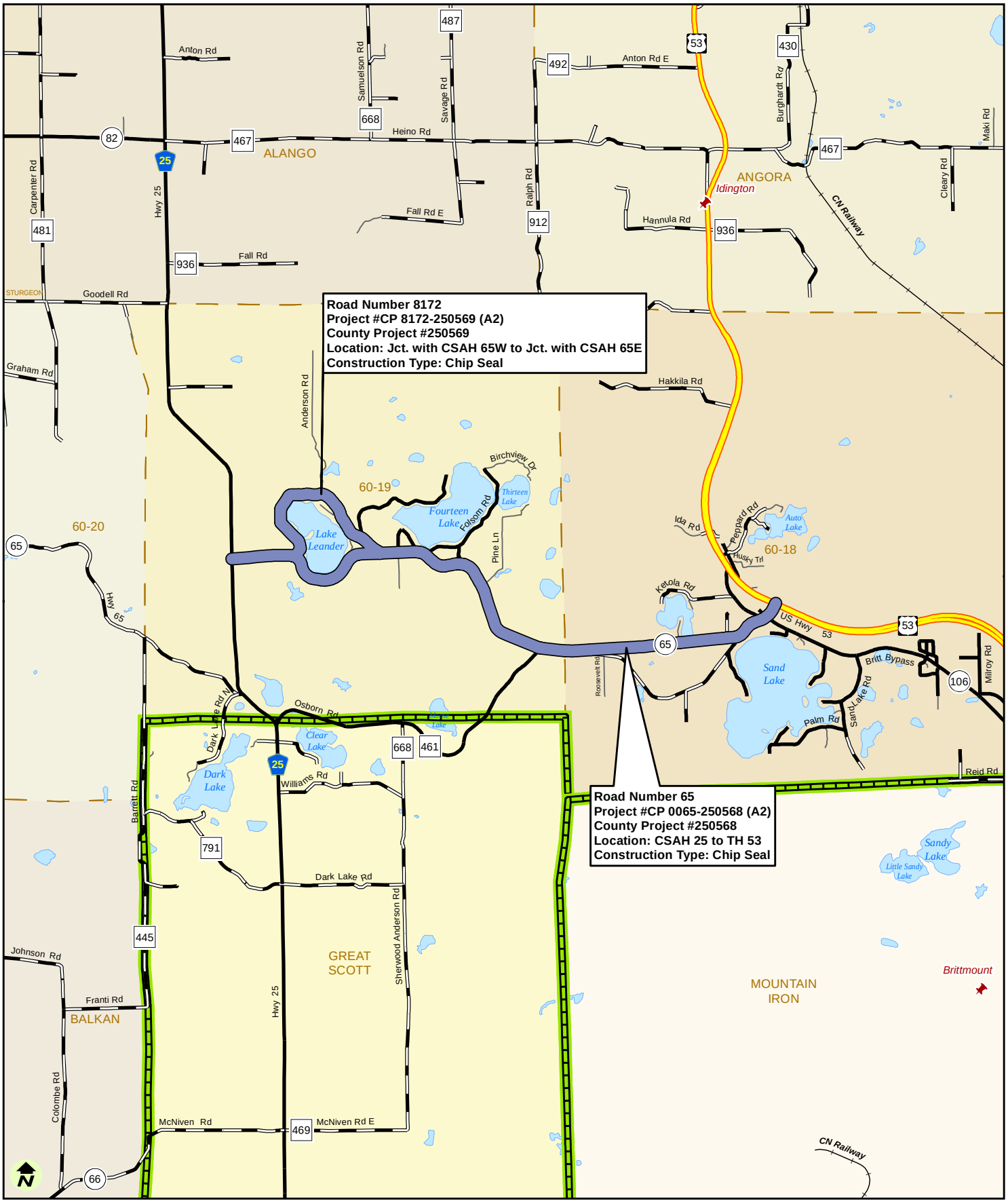


St. Louis County 2015 Road & Bridge Construction

0 0.5 1 2 Miles

Map Components

2015 Road & Bridge Construction
- Double Chip Seal
- Interstate Highway
- U.S./State Highway
- County Road - Paved
- County Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake
- River/Stream

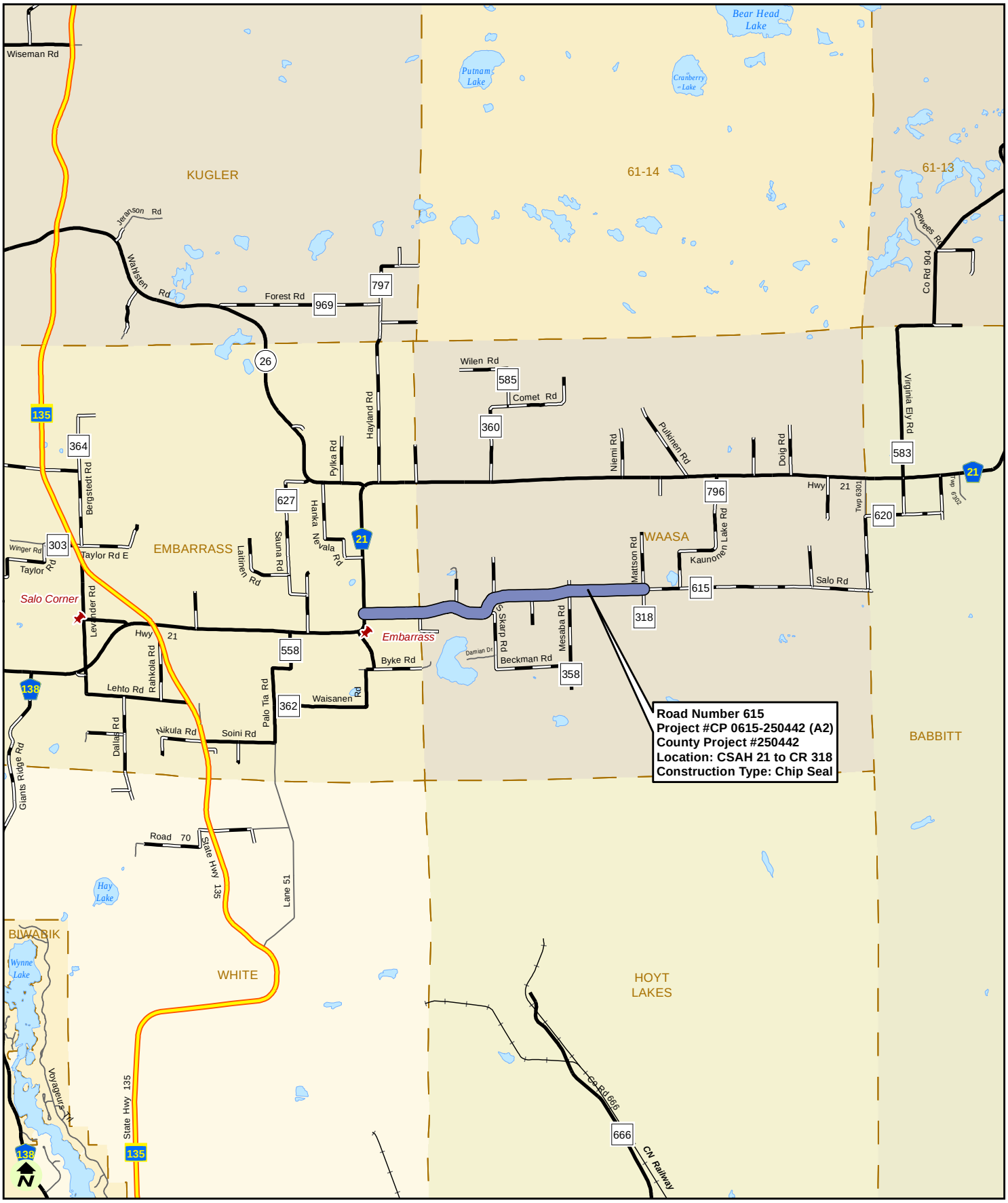


St. Louis County 2015 Road & Bridge Construction

0 0.5 1 2 Miles

Map Components

2015 Road & Bridge Construction
- Chip Seal
- Interstate Highway
- U.S./State Highway
- County Road - Paved
- County Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake



St. Louis County 2015 Road & Bridge Construction

Map Components

2015 Road & Bridge Construction
- Chip Seal
- Interstate Highway
- U.S./State Highway
- County Road - Paved
- County Road - Gravel
- Local Road/City Street
- Railroad
- Commissioner District
- Township Boundary
- City/Town
- Lake

0 0.5 1 2 Miles

St. Louis County Public Works - March 23, 2015

BOARD LETTER NO. 15 - 144

CENTRAL MANAGEMENT AND INTERGOVERNMENTAL COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: **April 7, 2015**

RE: **Request for Declaration of 148th EOD Unit as a Community Asset Available to Local Law Enforcement**

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

ACTION REQUESTED:
The St. Louis County Board is requested to approve a resolution asking Governor Dayton to classify the Minnesota Air National Guard 148th Fighter Wing Explosive Ordinance Disposal (EOD) Unit as a community asset, to enhance public safety in our local communities.

BACKGROUND:
Commissioner Stauber has been approached by Hermantown Chief of Police James Crace with a request for assistance in resolving an ongoing public safety issue in the area. Chief Crace provided the attached letter relating a specific incident on March 11, 2015 when a pipe bomb was discovered at the Hermantown Early Childhood Family Education center located on Highway 53. Although the trained National Guard 148th Fighter Wing EOD unit is located less than a mile from the site, he was told by the State Duty Officer that the closest Bomb Squad asset available to the Hermantown Police Department was located in Crow Wing County, MN (Brainerd).

Chief Crace suggests that since the 148th EOD possesses superior equipment and a very high level of training, it is reasonable to have this asset available for local use, and this would greatly enhance public safety. The 148th EOD was, in fact, available to area law enforcement as recently as 2012, when a policy change was made by Minnesota National Guard Adjutant General Nash preventing use of this important asset.

RECOMMENDATION:
Should Commissioners wish to request that Governor Dayton declare the Minnesota Air National Guard 148th Fighter Wing EOD unit as a community asset, and once again make the unit available to local community law enforcement, a resolution is attached for consideration.

Request for Declaration of 148th EOD Unit as a Community Asset Available to Local Law Enforcement

BY COMMISSIONER _____

WHEREAS, On March 11, 2015 a pipe bomb was discovered at the Hermantown Early Childhood Family Education center located on Highway 53, and although the trained Minnesota Air National Guard 148th Fighter Wing Explosive Ordinance Disposal (EOD) unit is located less than a mile from the site of the event, the Hermantown Police Department was told that the closest Bomb Squad asset available was located in Crow Wing County, MN (Brainerd area); and

WHEREAS, The 148th Fighter Wing EOD possesses superior equipment and a very high level of training, and that it is only reasonable to have this asset available for use at the request of local law enforcement; and

WHEREAS, The 148th Fighter Wing EOD was, in fact, available to area law enforcement as recently as 2012, when a policy change was made by Minnesota National Guard Adjutant General Nash preventing use of this important asset;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board hereby calls upon Governor Mark Dayton to declare the Minnesota Air National Guard 148th Fighter Wing Explosive Ordinance Disposal (EOD) unit as a community asset, once again making the unit available to local community law enforcement to greatly enhance the public safety of our area.

Chief of Police
James M. Crace

CITY OF HERMANTOWN MINNESOTA

HERMANTOWN POLICE DEPARTMENT
5111 Maple Grove Road
Hermantown, Minnesota 55811
Phone: 218-729-1200 • Fax: 218-729-1201

March 18, 2015

Pete Stauber
St. Louis County - Board Chairman
100 N. 5th Ave W. #202
Duluth, MN 55802-1495

Re: 148th EOD

Chairman Stauber,

I am writing this letter to ask for the County Board's assistance in resolving an ongoing issue involving public safety in our area.

As you are aware, on March 11, 2015 we received a call of a pipe bomb at Hermantown ECFE. The Hermantown Police Department responded to the scene and found the device located in the parking lot, near the front entrance to the facility. We evacuated the children and childcare professionals from the facility and requested bomb squad response via the Minnesota Duty Officer.

Due to the location of the incident, we had to alter traffic on US Highway 53 and close the facility. Regrettably, we were told by the State Duty Officer that the closest Bomb Squad asset available to us was Crow Wing County (Brainerd, MN). Knowing that the Minnesota Air National Guard has a highly trained unit located in our community, this information was very concerning to me; the148th EOD is located approximately one mile from the scene where I requested their response. The MN State Duty Officer told us that the 148th EOD was not able to respond unless there are exigent circumstances. Eventually the 148th EOD did respond; however, they were only authorized to monitor the situation because Crow Wing County's (CWC) Bomb Squad is the designated authority. We waited for an additional three to four hours for the CWC Bomb Squad to arrive despite having a very skilled unit that could have taken care of the situation in a fraction of that time. Eventually, the device was made safe with combined efforts of the CWC Bomb Squad and the 148th EOD. To add to my concern, noticed that the 148th EOD had far superior equipment to deal with the device than CWC; they used an x-ray device to scan the pipe bomb and once the pipe bomb was blown open, they had testing kits to determine the explosive contents. The CWC Bomb Squad did not have this high tech equipment, leading me to believe that not only was the 148th EOD capable of handling our EOD emergencies but they possessed superior equipment and a very high level of training.

This is an ongoing issue of public safety and public policy. It seems unreasonable that we have this asset available locally but we are unable to use it. The immediate response capabilities of the 148th EOD would greatly enhance public safety if we could just use them.

Another important fact is that area law enforcement was able to utilize on the 148th EOD until as recently as 2012, when there was a policy change made by MN National Guard Adjutant General Nash. Unfortunately, this public policy is preventing our utilization of the important assets that the 148th EOD bring to our community.

It is my belief that the safety of our communities and our public safety professionals is being adversely affected by this policy. In this day and age, with all that is going on in the world, our state and our local communities; the public expects our government agencies to work together. When it comes to public safety, the need to work together has never been more important.

I am asking for your help in bringing this issue to the forefront in hopes of getting resolution to this issue.

Sincerely,

James M. Crace
Chief of Police

cc: Mayor Wayne Boucher
C.A. John Mulder