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

October 25, 2016
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 October 11, 2016

Health & Human Services Committee, Commissioner Boyle, Chair
1. Contract with CHB to accept Community Wellness Grant Funds and enter into a Contract with Community Action Duluth ***[16-464]***
2. Amendment to the Arrowhead Health Alliance Joint Powers Agreement ***[16-465]***

Environment & Natural Resources Committee, Commissioner Rukavina, Chair
3. Repurchase of State Tax Forfeited Land - Bussey (Non-Homestead) ***[16-466]***
4. Repurchase of State Tax Forfeited Land - Byers (Non-Homestead) ***[16-467]***
5. Repurchase of State Tax Forfeited Land - Wagner (Homestead) ***[16-468]***
6. Award of Bid: 2018-2019 Containerized Tree Seedlings ***[16-469]***
7. Special Sale to the Duluth Economic Development Authority (Steel Plant Terminal Addition) ***[16-470]***
8. Special Sale to the Duluth Economic Development Authority (Vacant Lot Between 1604 - 1610 West Superior Street, Duluth) ***[16-471]***
9. Special Sale to the Duluth Economic Development Authority (4014 Grand Avenue, Duluth) ***[16-472]***
10. Access Easement Across State Tax Forfeited Land to St. Louis and Lake Counties Regional Rail Authority (Morse Township) ***[16-473]***

Public Works & Transportation Committee, Commissioner Stauber, Chair
11. Acquisition of Right of Way by Condemnation Proceedings for Bridge Replacement on CSAH 99 (White Township) ***[16-474]***
12. Cooperative Agreement with City of Duluth Amendment No. 2 – Intersection Improvements on CSAH 34/Kenwood Avenue and Arrowhead Road ***[16-475]***

Finance & Budget Committee, Commissioner Nelson, Chair
13. Violation of St. Louis County Ordinance No. 28, The Pines of Kabetogama Resort (Kabetogama Township) ***[16-476]***
14. Authorization to Apply to the IRRRB – Commercial Redevelopment Grant Program (Chisholm Structure) ***[16-477]***
15. Authorization to Apply to the IRRRB – Commercial Redevelopment Grant Program (Eveleth Structures) ***[16-478]***
16. Abatement List for Board Approval ***[16-479]***

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.

Environment & Natural Resources Committee, Commissioner Rukavina, Chair

1. Alternative Treatment for Repurchase of Non-Homestead Tax Forfeit Property *[16-480]*
Resolution to put in place an alternative treatment for repurchase of non-homestead tax forfeit property.

Finance & Budget Committee, Commissioner Nelson, Chair

1. 2016 Third Quarter Budget Changes *[16-481]*
Resolution authorizing increases in the original governmental fund revenue and expenditure budgets for the third quarter of 2016.

Central Management & Intergovernmental Committee, Commissioner Jewell, Chair

1. Health Insurance Portability and Accountability Act (HIPAA) Policy *[16-482]*
Resolution to replace the current HIPAA Policy.

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:

November 1, 2016	**Cotton Town Hall, 9087 Highway 53, Cotton, MN**
November 8, 2016	**St. Louis County Courthouse, Duluth, MN**
November 22, 2016	**City Hall, 401 East 21st Street, Hibbing, 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

October 11, 2016

Location: Lakewood Town Hall, Duluth, Minnesota

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

Absent: Commissioner Rukavina

Convened: Chair Raukar called the meeting to order at 10:35 a.m.

CONSENT AGENDA

Nelson/Boyle moved to approve the consent agenda without Item #3, Acquisition of Right of Way – Reclaim Overlay, Culvert Replacement and Sidewalk Construction on CR 284/Ugstad Road (Proctor) *[16-454]*. The motion passed. (6-0, Rukavina absent)

- Minutes of October 4, 2016
- Request to Apply for HUD Youth Homelessness Demonstration Program *[16-452]*
- Regional Landfill Phases 1 and 1A Closure Design, Bidding, Construction Management and Certification Services Contract *[16-453]*
- Award of Bid – Lubricating Oils, Greases, Coolants and Fluids *[16-463]*
- Toward Zero Deaths Agreement with the City of Duluth *[16-455]*

Health & Human Services Committee

Boyle/Nelson moved to authorize the Public Health and Human Services Department to hire two (2.0) FTE Social Workers to support the Sixth Judicial District and work as part of the Opioid and Clinical Case Management Initiative. The positions will be funded from the Substance Abuse and Mental Health Services Administration grant in the amount of $75,000 for each position for a total of $150,000 per year for three years (2016-2018). *[16-456]*. St. Louis County Interim Public Health & Human Services Director Linnea Mirsch indicated that 1.0 FTE will be split between St. Louis and Carlton Counties. After further discussion, the motion passed. (6-0, Rukavina absent)

Public Works & Transportation Committee

Stauber/Nelson moved to authorize the Public Works Director to proceed with the acquisition of the necessary lands and temporary easements for County Project CP 0284-157146; and further, pursuant to Minn. Stat. § 282.04, Subd. 4, the St. Louis County Board authorizes the County Auditor to grant highway easements across tax forfeited lands for the necessary permanent highway easements and temporary construction easements for the project. *[16-454]*. St. Louis County Public Works Director Jim Foldesi said this project is part of a regional package that results in better pricing from contractors. The motion passed. (6-0, Rukavina absent)

Raukar/Stauber moved to award a bid to Ulland Brothers, Inc., of Cloquet, MN, in the amount of $372,900.00 for project CP 0769-229625 TST, Approach Grading and Bridge No. 69K39 (County Bridge 709), located on CR 769 between CSAH 74 and the dead end, length 0.07 mile, Willow Valley Township. *[16-457]*. The motion passed. (6-0, Rukavina absent)

Stauber/Nelson moved to award a bid to Ulland Brothers, Inc., of Cloquet, MN, in the amount of $493,306.60 for project CP 0000-215963, SAP 69-600-044, Bituminous Paving and Grading, located on the Rice Lake Dam Road in the city of Rice Lake, length 0.90 mile, Rice Lake. *[16-457]*. St. Louis County Public works Director Jim Foldesi said St. Louis County is administering the funds on behalf of the City of Rice Lake. The motion passed. (6-0, Rukavina absent)

Finance & Budget Committee

Nelson/Raukar moved to authorize the appropriate county officials to enter into a site acquisition agreement with the City of Virginia, MN, for the AEOA/RMHC facility project with provisions included for the city to hold the property for the county's future purchase for a maximum of four (4) years from the date of the executed agreement at a fee of $7,500 per year up to a maximum of $30,000 which shall be applied to the full purchase price of $150,000 if the building project secures funding to completion. The holding fees are non-refundable in the event that project funding is not available within the stipulated timeframe. The holding fee expenses are payable from Fund 400, Agency 400040, and are eligible for reimbursement from the 2014 State of Minnesota Capital Appropriation. *[16-458]*. St. Louis County Property Management Director Tony Mancuso said the site is acceptable for both the Arrowhead Opportunity Agency and Range Mental Health Center. The motion passed. (5-1-1, Dahlberg nay, Rukavina absent)

Nelson/Jewell moved to authorize the purchase of property in the amount of $200,000 from the City of Cook, MN, for the construction of a joint public works facility. *[16-459]*. The motion passed. (6-0, Rukavina absent)

Central Management & Intergovernmental Committee

Nelson/Jewell moved to reappoint Mr. Don Potter to the Cook-Orr Healthcare District Board of Directors to represent unorganized townships in the Cook Hospital Healthcare District for a three (3) year term beginning January 1, 2017 and ending December 31, 2019. *[16-460]*. The motion passed. (6-0, Rukavina absent)

Jewell/Stauber moved to appoint John Schifsky of Duluth, MN, to the Arrowhead Library System Board of Directors for a three (3) year term beginning January 1, 2017 and ending December 31, 2019. *[16-461]*. The motion passed. (6-0, Rukavina absent)

Nelson/Boyle moved to approve the adoption of the Social Media Policy. *[16-462]*. St. Louis County Human Resource Director Jim Gottschald said the policy gives the county the ability to establish consistent guidelines as it relates to county use of social media and indicated that the policy was revised so it is consistent with the St. Louis County Legislative Policy. The motion passed. (6-0, Rukavina absent)

COMMISSIONER DISCUSSION ITEMS AND REPORTS

Commissioner Jewell commented on the Toward Zero Deaths Agreement with the City of Duluth and said gun-related deaths surpass highway deaths. Commissioner Jewell expressed concern about the lack of action to decrease gun-related deaths.

Commissioner Nelson said the Iron Range Drug Court recently celebrated their tenth year of operation and applauded the efforts of the Drug Court.

Commissioner Stauber commented on an ATV trail opening event that took place last week at the Elephant Lake Lodge and said the county was well represented.

Commissioner Jewell stepped out of the meeting from 11:40 a.m. to 11:43 a.m.

Commissioner Nelson indicated that a resolution would be coming to the Board in the future regarding an access site on Little Grand Lake. Several years ago the St. Louis County Board approved purchase of the site by the Minnesota DNR with the stipulation that the site remain open to the public. However, the Minnesota DNR used the site as an aquatic management area and denied public access to the lake. The Minnesota DNR is asking the County to take the site back and Grand Lake Township has expressed interest in acquiring the site for public access. Commissioner Nelson urged the Board to consider returning the site to Grand Lake Township.

Commissioner Stauber said he supports returning the site to Grand Lake Township.

At 11:45 a.m., Nelson/Jewell moved to adjourn the Committee of the Whole meeting. The motion passed. (6-0, Rukavina absent)

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Steve Raukar, Chair of the County Board

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Phil Chapman, Clerk of the County Board

BOARD LETTER NO. 16 – 464

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 1

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Contract with CHB to accept Community Wellness Grant Funds and enter into a Contract with Community Action Duluth**

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

Linnea Mirsch, Interim Director
Public Health & Human Services

James R. Gottschald, Director
Human Resources

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

ACTION REQUESTED:
The St. Louis County Board is requested to authorize a contract with the Carlton-Cook-Lake-St. Louis County Community Health Board (CHB) to accept up to $258,000 in Department of Health Community Wellness Grant (CWG) funding to implement public health programming for adults aged 18 years and older.

BACKGROUND:
The CHB received $652,000 per year for 4 years from the Minnesota Department of Health's Community Wellness Grant (CWG). The CHB coordinates CWG activities on behalf of the seven member northeastern counties (Carlton, Cook, Lake, St Louis, Aitkin, Itasca, Koochiching) to focus on decreasing chronic diseases such as diabetes, heart disease, high blood pressure and stroke. The work is done through decreasing exposure to tobacco, increasing physical activity and healthy eating, and improving health care preventative services. Through County Board Resolution No. 16-50, the Board authorized the contract and acceptance of not less than $52,000 and not more than $97,657 for the period September 1, 2015 through September 29, 2016 to hire a 1.0 FTE Public Health Educator (PHE) to perform these duties in the northern portion of the county.

The CHB wishes to continue the contract with St. Louis County through the remainder of the grant period, September 30, 2016 through September 29, 2018, and to pass up to $258,000 to the Public Health and Human Services Department (PHHS) for the period September 30, 2016 through September 29, 2017 to fulfill the grant duties. It is anticipated that at least the same amount of money will be passed through from the

CHB to PHHS for the period September 30, 2017 through September 29, 2018.

These monies will be expended by continuing to pay the 1.0 FTE salary of a PHE, the hiring of a 1.0 FTE Public Health Nurse (PHN), and for PHHS to enter into a contract with Community Action Duluth (CAD) from September 30, 2016 through September 29, 2017.

This sub-contract between PHHS and CAD will provide up to $80,000 to support CAD's hiring of a 1.0 FTE Community Health Worker and to expand its Bikes Plus program. The CAD Bikes Plus program provides bicycles, bike education, and bus passes to families experiencing economic difficulties. Best practice indicates that community health workers should work in conjunction with a Public Health Nurse. As the CHB does not employ PHNs, it is appropriate to contract for this work under PHHS.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize a contract with the Carlton-Cook-Lake-St. Louis County Community Health Board for the period September 30, 2016 through September 29, 2018 in order to accept up to $258,000 for the period September 30, 2016 through September 29, 2017.

It is further recommended that the Board authorize PHHS to enter into a contract with Community Action Duluth for up to $80,000 of this amount for the period September 30, 2016 through September 29, 2017.

It is further recommended that the Board maintain PHHS staffing complement of a 1.0 FTE Public Health Educator and authorize an additional 1.0 FTE Public Health Nurse to be added and designated with a G for the period September 30, 2016 through September 29, 2017. If grant funds are eliminated for either or both of these positions at the end of the term, the positions will also be eliminated.

Contract with the CHB to accept Community Wellness Grant Funds and enter into a Contract with Community Action Duluth

BY COMMISSIONER _____

WHEREAS, The Minnesota Department of Health has provided a four year Community Wellness Grant (CWG) in the amount of $652,000 per year to the Carlton-Cook-Lake-St. Louis Community Health Board (CHB) to implement active living and healthy lifestyles activities with the goal of decreasing obesity and chronic disease rates; and

WHEREAS, Through Resolution No. 16-50, the County Board accepted $97,657 to implement CWG activities during the grant period ending September 2016; and

WHEREAS, The CHB wishes to enter into a contract with the St Louis County Public Health and Human Services Department (PHHS) for the period September 30, 2016 through September 29, 2018, with funding available from the Minnesota Department of Health Community Wellness Grant for the period ending September 29, 2017; and

WHEREAS, The CHB has awarded PHHS up to $258,000 for the period September 30, 2016 through September 29, 2017 as the county's portion of the CWG grant; and

WHEREAS, PHHS has been asked to perform eligible grant activities through the hiring of a 1.0 FTE Public Health Nurse and continuing current grant supported position of a 1.0 FTE Public Health Educator; and

WHEREAS, The Human Resources Department has reviewed the assigned duties and agreed that the Public Health Nurse classification is appropriate; and

WHEREAS, St. Louis County is requested to authorize a sub-contract with up to $80,000 of these grant funds for Community Action Duluth to implement grant activities;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the Public Health and Human Services Department to contract with the Carlton-Cook-Lake-St. Louis County Community Health Board for the period September 30, 2016 through September 29, 2018 in order to accept additional Community Wellness Grant funds up to the amount of $206,891 for the period September 30, 2016 through September 29, 2017 (there is $51,109 in the anticipated 2017 budget for a total of $258,000);

RESOLVED FURTHER, That the Board maintains the grant-supported 1.0 FTE Public Health Educator and increases the staffing complement of a 1.0 FTE Public Health Nurse for the period September 29, 2016 through September 30, 2017, with the understanding that if the grant funding is eliminated, the positons will also be eliminated;

RESOLVED FURTHER, That the Board authorizes the appropriate county officials to enter into a contract with Community Action Duluth to implement grant activities, specifically the Bikes Plus program and the hiring of a Community Health Worker with up to $80,000 of the $258,000 CWG funds;

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

Budget references:
Fund 230, Agency 233999, Grant 23328, Object 541231, Grant Year 2016
Fund 230, Agency 233999, Grant 23328, Object 610100, Grant Year 2016

Fund 230, Agency 233999, Grant 23328, Object 629900, Grant Year 2016
Fund 230, Agency 233999, Grant 23328, Object 637900, Grant Year 2016
Fund 230, Agency 233999, Grant 23328, Object 633100, Grant Year 2016

BOARD LETTER NO. 16 - 465

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 2

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Amendment to the Arrowhead Health Alliance Joint Powers Agreement**

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

Linnea Mirsch, Interim Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:
To provide for a community where all are safe and healthy.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize execution of an amendment to the Arrowhead Health Alliance joint powers agreement.

BACKGROUND:
Arrowhead Health Alliance (AHA) was formed in 2007 as a way to integrate health care and human services in Carlton, Cook, Koochiching and Lake Counties. AHA is not a county-based purchasing entity; it is a model of partnership for county health and human services agencies. Since its inception, AHA has used this model to partner with health plans, apply for grants (local, state & federal), and connect with local area providers to develop a network of health and human services related organizations.

St. Louis County joined the Arrowhead Health Alliance in 2012. Since that time, AHA has served as a legal entity for the region to apply for local, state or federal grants. AHA has received grants which have established or maintained home visiting, improved mental health services through virtual crisis services, and channeled dollars to individual counties for increased children's health insurance enrollment. Sources of grant funds have included the Health Resource Service Administration, Generations and UCare of Minnesota.

The mission of the Arrowhead Health Alliance is "Carlton, Cook, Koochiching, Lake and St. Louis Counties working together to integrate health care and human services." The vision is "to serve all Northeast Minnesota with integrated public health care and human services that are efficient, accessible, and affordable." Currently, eighty-plus percent of the work of Arrowhead Health Alliance focuses on Adult Mental Health. Arrowhead Health Alliance has a partnership with the State-funded initiatives for Region III Adult Mental Health Initiative (AMHI), as well as the development and ongoing operations at Birch Tree Center.

The County Board authorized St. Louis County to join the Joint Powers Agreement in 2012. The proposed amendment to the agreement includes the following:

- Addition of language to include tribes as members (upon request and with approval of the existing members). This is important because the tribes of Bois Forte, Fond du Lac and Grand Portage are already members of the Region 3 Adult Mental Health Initiative Regional Management Team.

- Addition of language that specifically identifies governance of the Region 3 AMHI under the AHA Powers and Purpose. The specific state statute regarding Adult Mental Health Initiatives has also been added. This is important as PHHS is currently providing governance through a request (by official motion) of the Regional Management Team and acceptance (by motion) of the AHA Board. This helps to clarify the role of AHA with regard to the Region 3 AMHI as well as recognizing the state statute which gives counties the authority to manage regional initiatives.

- Addition of language that changes a quorum from 75% to a majority. This is important because AHA was initially four counties and 75% was a majority. As five counties, 4/5 voting members attending is required to meet the 75% quorum, and this is difficult to achieve.

- Addition of language outlining the new rules which allow voting members to attend by telephone conference, telepresence, or other electronic means.

- Addition of language that specifies the jurisdiction of the State of Minnesota and Minnesota State Courts. This is important in the event there is ever a question about the appropriate jurisdiction (State or Tribal Court).

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RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the appropriate county officials to execute the 3rd Amended Joint Powers Agreement for the Arrowhead Health Alliance.

Amendment to the Arrowhead Health Alliance Joint Powers Agreement

BY COMMISSIONER _____

WHEREAS, Arrowhead Health Alliance (AHA) was formed in 2007 as a way to integrate health care and human services in Carlton, Cook, Koochiching and Lake Counties; and

WHEREAS, The St. Louis County Board authorized St. Louis County to join the Alliance and execute a Joint Powers Agreement in 2012; and

WHEREAS, The Joint Powers Agreement requires ~~some~~ updates to clarify the relationship between Arrowhead Health Alliance and the Region 3 Adult Mental Health Initiative, as well as provide clarity on Board quorum and voting rules; and

WHEREAS, The Joint Powers Agreement, proposed by the AHA, was approved by that Board on October 12, 2016 and has been reviewed by the St. Louis County Attorney's Office;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute the 3rd amended Arrowhead Health Alliance Joint Powers Agreement, as contained in County Board File No. _____.

Arrowhead Health Alliance

3rd Amended Joint Powers Agreement

Changes from 2nd Amended Agreement

- **PAGE 1, Under Recitals and throughout document** - Addition of language to include tribes as members (upon request and with approval of the existing members). This is important because the tribes of Bois Forte, Fond du Lac and Grand Portage are already members of the Region 3 Adult Mental Health Initiative Regional Management Team.

- **Page 2, Under Purpose and Powers, letters a and e** - Addition of language that specifically identifies governance of the Region 3 AMHI under the AHA Powers and Purpose. The specific state statute regarding Adult Mental Health Initiatives has also been added. This is important as we are currently providing governance through a request (by official motion) of the Regional Management Team and acceptance (by motion) of the AHA Board. This helps to clarify the role of AHA with regard to the Region 3 AMHI as well as recognizing the state statute which gives counties the authority to manage regional initiatives.

- **Page 3, Under Board of Directors, letter d** - Addition of language that changes a quorum from 75% to a majority. This is important because AHA was initially 4 counties and 75% was a majority. As 5 Counties we currently only meet the 75% requirement if we have 4/5 voting members attending.

- **Page 5, Under Board of Directors, letter g** - Addition of language outlining the new rules which allow voting members to attend by telephone conference, telepresence, or other electronic means.

- **Page 8, Under Miscellaneous, letter e** - Addition of language that specifies the jurisdiction of the State of Minnesota and Minnesota State Courts. This is important in the event there is ever a question about the appropriate jurisdiction (State or Tribal Court).

ARROWHEAD HEALTH ALLIANCE

3rd AMENDED
JOINT POWERS AGREEMENT
FOR
HEALTH CARE SERVICES

THIS 3rd AMENDED JOINT POWERS AGREEMENT FOR HEALTH CARE SERVICES (the "Amended Agreement") is made as of _____, 2016 (the "Effective Date") under authority Minn. Stat. § 471.59 (Joint Exercise of Powers) by and between Cook County, Carlton County, Lake County, Koochiching County (the "Initial Member Counties"), and St. Louis County, each a "Member County" and collectively referred to as the "Member Counties").

R E C I T A L S

WHEREAS, the Initial Member Counties entered into a Joint Powers Agreement in 2007 and reaffirmed membership under an amended agreement in 2008, and in 2012.

WHEREAS, St. Louis County joined in 2012 as a Member County.

WHEREAS, all Member Counties agreed to form a separate joint powers entity for the purpose of establishing a multi-county board of directors (the "Board") to organize, govern, plan, coordinate, and administer health care and related services; and

WHEREAS, the Member Counties now enter into this Amended Agreement and reconfirm the establishment of the Board and the joint powers entity, to continue operations as Arrowhead Health Alliance ("AHA"); and

WHEREAS, the Member Counties recognize and desire that additional counties or federally recognized Indian tribes ("Tribes") become members of AHA (each a "New Member" or collectively referred to as the "New Members." The Member Counties and any New Members shall be collectively referred to herein each as a "Member County or Tribe" or collectively as the "Member Counties and Tribes"; and

WHEREAS, AHA is an entity separate and distinct from the Member Counties and Tribes, and the Board is separate from the Boards of Commissioners and Tribal Councils of the Member Counties and Tribes.

NOW THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Membership and Withdrawal**.

   a. The recitals set forth above are hereby incorporated by reference. AHA is an entity separate and distinct from the Member Counties and Tribes and not an aggregation or mere association of those members.

   b. The Initial Member Counties became Member Counties by indicating their intent by adopting a county board resolution prior to March 31, 2007, thereby

making the 2007 Joint Powers Agreement effective and St. Louis County became a Member County in 2012. The Member Counties agree to remain Member Counties for at least two (2) full calendar years after the date of this Amended Agreement.

c. Potential New Members may join AHA by submitting to the AHA Board a resolution of their respective Board of Commissioners or Tribal Council indicating a desire and intent to become an AHA New Member and commitment to remain a Member for at least two (2) full calendar years after admission. Acceptance of a New Member is subject to super majority approval of the Board. In addition, the Board may, at its discretion, from time to time hereafter establish other membership requirements for additional New Members.

d. Subject to the applicable provisions of this Amended Agreement, a Member County or Tribe may withdraw from the AHA ("Withdrawing Member") by filing with the Board a resolution of the Withdrawing Member's Board of Commissioners or Tribal Council indicating its intention to withdraw. Membership in the AHA will automatically terminate 90 days following the date of the resolution expressing the Withdrawing County's intent to withdraw. Upon receipt of resolution of intent to withdraw, the Board chair shall send a copy of said resolution to the Member Counties and Tribes. Notwithstanding anything to the contrary here, the Withdrawing Member shall remain obligated to fulfill any outstanding contractual responsibilities it may have with or on behalf of AHA, the Member Counties and Tribes, the Minnesota Department of Human Services ("DHS"), the federal Centers for Medicare and Medicaid Services ("CMS"), or other parties following its withdrawal as a member.

2. **Purpose and Powers**.

a. The purpose ("Purpose") of AHA is to organize, govern, plan, coordinate, and administer health care and related services for each of the Member Counties and Tribes and others with which the AHA may contract or govern, including the Region III Adult Mental Health Initiative ("R3AMHI") and R3AMHI's Regional Management Team ("RMT") (all of these services shall be collectively referred to herein as the "Services").

b. AHA may restructure its existing business model to improve the social and health outcomes of its clients and of all citizens of its Member Counties and Tribes.

c. As part of the Services, the Member Counties and Tribes may participate in prepaid health care programs administered through the DHS and CMS or other health and social service related collaborations and/or contracts entered into for the realization of its Purpose.

d. In addition to all powers necessary or incidental to carry out and fulfill its Purpose and provide the Services, the AHA may enter into separate contracts and undertakings for the purpose of meeting its established purpose and provide or coordinate the Services.

e. AHA shall also serve as the joint powers governing body of R3AMHI pursuant to the Bylaws of R3AMHI attached hereto as Exhibit A, pursuant to Minnesota Statutes, Section 245.4661. R3AMHI is responsible for the implementation and ongoing management and administration of a pilot program required to provide alternatives to or enhance coordination of the delivery of mental health services required under the Minnesota Comprehensive Adult Mental Health Act, Minnesota Statutes, Sections 245.461 to 245.486.

3. **Board of Directors**. The Board shall govern AHA and shall have the characteristics indicated in this Paragraph 3.

a. Representation.

i. The Board shall consist of one (1) County Commissioner or designated representative from each Member County or Tribe ("Representative").

ii. A New Member shall designate one (1) Representative, as applicable, to serve on the Board, as outlined within the AHA Bylaws.

iii. Each Member County or Tribe shall also designate a County Commissioner or designated representative to serve as an alternate to the Board in the absence of the Representative ("Alternate").

b. Withdrawal. A Withdrawing Member shall no longer be represented on the Board, beginning on the day following the Withdrawing Member's final day of membership in AHA.

c. Officers. The Board shall have a Chair, a Vice Chair, and a Secretary/ Treasurer. This provision cannot be changed by the Bylaws. The officers shall be elected by a majority vote of the Directors in attendance at a duly held meeting of the Board, and shall serve until new officers are elected pursuant to the Bylaws.

d. Quorum. A majority of the members of the Board shall constitute a quorum, unless otherwise provided by law. This provision cannot be changed by the Bylaws.

e. Powers. The powers and duties of the Board include, but are not limited to, the following:

i. Exercising all lawful powers necessary and incidental to the implementation of the Purpose and powers set forth herein including and provision of the Services, including but not limited to, the adoption and amendment of Bylaws to govern the functioning of the Board.

ii. Appointing such standing, executive and ad hoc committees as it deems necessary to exercise the powers of the Board and to fulfill AHA's Purpose.

iii. Engaging an Executive Director and such other corporate officers, staff, consultants, and vendors as necessary to conduct the day-to-day activities of AHA, fulfill the Purpose and provide the Services. The

Board shall evaluate the performance of the Executive Director no less often than annually.

iv. Contracting for services, incurring expenses, and making expenditures necessary and incidental to the effectuation of the Purpose and powers and to provide the Services in conformance with the common requirements applicable to contracts and purchases among the Member Counties and Tribes.

v. Consulting with, employing and engaging professionals and other knowledgeable persons who can provide pertinent information to achieve AHA's Purpose.

vi. Cooperating or contracting with Minnesota and federal agencies, political subdivisions, or private or public organizations to achieve AHA's Purpose.

vii. Receiving and sharing data from appropriate State and federal agencies, Member Counties and Tribes, and the R3AMHI Regional Management Team ("RMT") as necessary and appropriate to accomplish AHA's Purpose and provide the Services.

viii. Receiving and expending funds for the administration of prepaid health care programs administered through DHS and CMS, or other funds from any lawful sources including government programs, public or private grants, or gifts for the Purpose, and fund specifically allocated to or designated for the R3AMHI.

ix. Approving annual budgeting procedures and the annual budget, using the calendar year as the fiscal year.

x. Collecting money subject to the provisions of this Amended Agreement from its Member Counties and Tribes and, as necessary, from R3AMHI.

xi. Purchasing such liability, stop-loss, or other insurance coverages as the Board deems necessary for the protection of the Member Counties and Tribes, the Board, its property and staff, and the RMT.

xii. Accumulating a reserve and net surplus funds for the purposes herein mentioned, and investing funds not currently needed for its operations.

xiii. Commissioning an annual audit of the books and accounts of the Board and filing a report with its Member Counties and Tribes at least once each year, once AHA has started providing Services and has exceed the annual revenue requirements that trigger the audit requirement under Minnesota law. Strict accounting of all funds and reports of all receipts and disbursements shall be made.

xiv. Buying, leasing, or selling real estate or personal property in its own name of AHA.

xv. Exercising all other lawful powers necessary or incidental to the Purpose, provision of the Services, and effectuating the Board's powers.

f. Compensation. A member of the Board shall serve without compensation from the AHA or Board. This shall not prevent a Representative or Alternate from receiving compensation from the Member County or Tribe which he or she is representing on the Board.

g. Meetings. The Board shall meet at least annually. A meeting of the Board may be called by the Chair or upon written request by a majority of the members of the Board. Members of the Board may participate in a meeting via telephone conference, telepresence, or other electronic means if the conditions and requirements provided under applicable statutes in Minn. Stat. Ch. 13D (open meeting law) are satisfied.

4. **Bylaws.** The Bylaws shall include, but shall not be limited to:

a. Election, removal, and resignation of officers.
b. Duties of officers.
c. Notice, quorum (subject to the provisions in this Amended Agreement), voting, minutes, and procedures for meetings.
d. Formation and duties of committees; whether standing, ad-hoc, or executive.
e. Procedure for amendment of Bylaws.

5. **Financial Structure**.

a. Funds Management. The Board shall, either directly in its own name or through a designated fiscal agent, establish a fund for the purpose of receiving revenues and making expenditures as necessary for the operation of AHA. Interest accruing on fund balances shall remain deposited in the fund and included in annual budget revenues. The Board shall establish policies and procedures to safeguard and ensure the prudent management and disbursement of funds, including expenditure levels requiring Board authorization.

b. Annual Budget. An annual budget shall be prepared at the direction of the AHA Executive Director and submitted to the Board for approval.

c. Financial Commitments. AHA may enter into contractual relationships including those involving financial risk. In the event that AHA is unable to meet its financial obligations from operations and surplus, the Board shall determine a total assessment amount necessary to fulfill its obligations.

This amount shall be assessed against current and, if appropriate, former Member Counties and Tribes. The formula for calculating assessments on obligations shall be determined prior to the start of the contractual obligations where current or future assessments may be required. The formula for determining obligations shall be approved by a unanimous vote of the Board at a regular or special meeting and all Representatives or their respective Alternates must be present at such meeting. In the event an assessment is required where a predetermined formula has not been established, the assessment shall be approved at set forth in this paragraph.

d. Obligations Following Withdrawal. A Withdrawing Member formally withdrawing from participation in the AHA remains obligated to pay any assessments that may be necessary under the terms of its financial guarantee and this Amended Agreement for a period of two years following its withdrawal. Any assessments to a Withdrawing Member shall be limited to financial obligations associated with the period of time that the Withdrawing Member participated in AHA and was a party to this Amended Agreement, and shall not include new obligations arising or occurring after the effective date of withdrawal. AHA shall retain any accumulated revenue, reserves, property or equipment owned by the Board; provided, however, that a Withdrawing Member shall be entitled to repayment of monies pursuant to any loan agreement or promissory note according to the terms thereof.

e. Excess Funds Policy. The Board shall approve annually the procedure for reinvesting any excess funds in the health care delivery system of the region and/or the Services, consistent with applicable state and federal requirements and the Purpose.

6. **Property Transactions.** In addition to any enumerated powers granted to the Board in Paragraph 3 above, AHA shall have the following specific powers and authority related to property:

a. Property ownership. AHA, in its own name of Arrowhead Health Alliance, may buy, lease, acquire, own, hold, improve, plat, use, and deal in and with, real or personal property, or an interest in property, wherever located.

b. Property disposition. AHA, by a majority of the votes cast at a meeting of the Board, may sell, convey, mortgage, create a security interest in, lease, license, dedicate, create easements, exchange, transfer, or dispose of all or a part of its real or personal property, or an interest in property, wherever located, upon those terms and conditions and for those considerations, which may be money, securities, or other instruments for the payment of money or other property, as the Board considers expedient.

c. Procedures. The Board Chair shall sign and deliver in the name of AHA all deeds, mortgages, leases, contracts, declarations, easement agreements, or other instruments pertaining to any authorized property transactions, unless the Board designates another member of the Board, an Officer, or the Executive Director to sign and deliver such documents by vote of the Board or by unanimous written action, in which case the member of the Board, Officer or the Executive Director shall sign and deliver any such documents in the name of AHA.

7. Indemnification and Hold Harmless.

a. Applicability. The AHA is a separate and distinct public entity to which the Member Counties and Tribes have transferred all responsibility and control for actions taken pursuant to this Amended Agreement. AHA shall comply with all laws and rules that govern a public entity in the State of Minnesota and shall be entitled to the protections of Minn. Stat. Ch. 466.

b. Indemnification and Hold Harmless. The AHA shall fully defend, indemnify

and hold harmless the Member Counties and Tribes against all claims, losses, liability, suits, judgments, costs and expenses by reason of the action or inaction of the Board and/or Officers and/or employees and/or the agents of the AHA. This Amended Agreement to indemnify and hold harmless does not constitute a waiver of limitations on liability provided under Minnesota Statutes, Section 466.04.

c. To the full extent permitted by law, actions by the Member Counties and Tribes pursuant to this Amended Agreement are intended to be and shall be construed as a "cooperative activity" and it is the intent of the Parties that they shall be deemed a "single governmental unit" for the purpose of liability, as set forth in Minnesota Statutes, Section 471.59, subd. 1a(a); provided, however, that for purposes of that statute, each Member County or Tribe expressly declines responsibility for the acts or omissions of another Member County or Tribe.

d. A Member County or Tribe is not liable for the acts, negligence, or omissions of the other Member Counties and Tribes except to the extent to which it has agreed in writing to be responsible for acts, negligence or omissions of another Member County or Tribe.

8. **Miscellaneous.**

a. Confidentiality. The Board and staff shall take steps to ensure compliance at all times with Minnesota Statutes Chapter 13, relating to data practices and relating to the Health Insurance Portability and Accountability Act ("HIPAA"), as amended. Data identifying individual members, medical data, and protected health information concerning them shall only be shared with staff and contractors of AHA on a need-to-know basis and in compliance with HIPAA.

b. Amendment; Effectiveness; Entire Agreement. The County Board or Tribal Council of each Member County or Tribe must approve any amendments or addendums to this Amended Agreement. This Amended Agreement sets forth and constitutes the entire agreement and understanding of the parties with respect to the subject matter hereof. This Amended Agreement supersedes any and all prior agreements, negotiations, correspondence, undertakings, promises, covenants, arrangements, communications, representations, and warranties, whether oral or written, of any party to this Amended Agreement.

c. Termination. This Amended Agreement shall continue in force and effect until the Board passes a unanimous vote of termination, or until the Board consists of only one Member County or Tribe. Upon termination of this Amended Agreement, the Board shall continue to exist after dissolution for a period of time after the conclusion of the Services necessary to conclude the affairs subject to this Amended Agreement and wind down but for no other purpose ("Termination Period"). Following the Termination Period, all assets and property obtained, purchased or owned pursuant to this Amended Agreement shall be sold and the proceeds thereof, together with monies on hand, shall be distributed to the Member Counties and Tribes as of the date of termination based on their proportional share of premium in the final 24 months of this Amended Agreement, according to the formula stated in Paragraph 5 above.

d. Counterparts. This Amended Agreement may be executed in counterparts, each of which having the same effect as if all signatures were on the same Amended Agreement, Further, a PDF copy of any party's signature constitutes an original of said signature.

e. Governing Law. This Amended Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota without regard to its conflict of laws provisions. Each of the Member Counties and Tribes agrees to the exclusive jurisdiction of the Minnesota State Courts and venue in the District Court for St. Louis County, Minnesota regarding any and all legal proceedings which arise out of or relate in any way to this Agreement or a Member County or Tribe's participation in the joint powers board and provisions of Services hereunder.

f. Headings. The descriptive headings for the several sections of this Amended Agreement are inserted for convenience only and shall not define or limit any of the terms or provisions hereof.

g. Severability. In the event any particular provisions herein are held to be void or otherwise unenforceable, such shall not void the entire Amended Agreement and the Amended Agreement shall be construed and administered as though such void or unenforceable provision or provisions were not included herein. Further, in lieu of such illegal, invalid, void or unenforceable provision there shall be added automatically as part of this Amended Agreement a legal, valid and enforceable provision as similar in terms to the illegal, invalid, void or unenforceable provision as may be possible.

h. Singular/Plural. All words and terms used herein in the singular shall be deemed to include the plural, wheresoever applicable, and vice versa.

i. Statutory Amendments. All references herein to specific sections of federal or state statutes shall be deemed to refer to such other sections of the federal or state statutes which, as a result of amendment, may replace the sections specified herein but be of the same purview.

j. Survival. Any provision of this Amended Agreement which contemplates performance or observance subsequent to any withdrawal of a Member County or Tribe or termination of this Amended Agreement shall survive any such withdrawal or termination and continue in full force and effect. Additionally, all provisions of this Amended Agreement will survive the withdrawal or termination to the fullest extent necessary to give the Member Counties and Tribes the full benefit of the agreement expressed herein.

k. Assignment. The Member Counties and Tribes cannot assign their interest, rights, obligations and duties under this Amended Agreement except by unanimous vote at a Board meeting where all Representatives or their respective Alternates are present.

IN WITNESS WHEREOF, the county or tribe below named has caused this Amended Agreement to be duly executed in its name and behalf as of the date first above written and

does hereby commit the named county to participation in this Amended Agreement according to the terms stated herein.

[_____ County or Tribe]

Dated: _____

_____
Chair, [County Board or Tribal Council]

Attest:

Dated: _____

_____
Title

BOARD LETTER NO. 16 - 466

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 3

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Repurchase of State Tax Forfeited Land - Bussey (Non-Homestead)**

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 an application 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, plus penalties, costs, and interest. The property to be repurchased forfeited to the State of Minnesota on November 19, 2015. The Estate of Thomas Bussey of Penguilly, MN, has made application to repurchase this property and is eligible to repurchase the property. The repurchase of this property will promote the use of lands that will best serve the public interest.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the repurchase request of the Estate of Thomas Bussey of Penguilly, MN. The repurchase fees listed below are to be deposited into Fund 240 (Forfeited Tax Fund).

Estate of Thomas Bussey, Penguilly, MN

Parcel Code	140-0130-03780
Taxes and Assessments	$3,758.52
Service Fees	$114.00
Deed Tax	$12.40
Deed Fee	$25.00
Recording Fee	$46.00
Court Costs	$379.00
Locks & hasps	$56.00
Maintenance	$52.04
Total Consideration	$4,442.96

Repurchase of State Tax Forfeited Land - Bussey (Non-Homestead)

BY COMMISSIONER: _____

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

WHEREAS, The applicant, the Estate of Thomas Bussey of Penguilly, MN, has applied to repurchase state tax forfeited land legally described as:

CITY OF HIBBING
LOTS 22 23 AND 24, BLOCK 14
KOSKIVILLE HIBBING
140-0130-03780

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 the Estate of Thomas Bussey of Penguilly, MN, on file in County Board File No._____, subject to payments including total taxes and assessments of $3,758.52, service fee of $114, deed tax of $12.40, deed fee of $25, recording fee of $46, court costs of $379, locks & hasps of $56, maintenance of $52.04; for a total of $4,442.96, 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, Thomas R Bussey , 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, LOTS 22 23 AND 24, BLOCK 14, KOSKIVILLE 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 2011 and remained delinquent and unpaid for the subsequent years of: 2013,2015

That pursuant to Minnesota Statues, the total cost of repurchase $4,319.19 which is the greater value of all delinquent taxes and assessments computed under Section 282.241, together with all accrued interest and penalties, including fees. **Please contact our office at 218-726-2606 for the current amount due which increases monthly.**

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

I paid taxes from my personal funds. No money in the estate

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): ~~XXXXXXXXXXXXXXXXXXXX~~ Estate of Thomas R. Bussey by Bonita G. Bussey, Personal Representative

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: 9-28 2016

By: Bonita G Bussey
(Signature)

Address: 29357 E Shore Dr.
City: Pengilly State: MN Zip: 55775
Phone: (218) 969-2052

PLEASE SEE ATTACHED EMAIL

CUN:1
ldSOP0

Deb Putney

From: bonitag722@gmail.com
Sent: Monday, October 17, 2016 2:34 PM
To: Deb Putney
Subject: Estate of Thomas Bussey Repurchase Applicatio

To Whom it may concern,

I have been paying the Real Estate taxes on the house out of personal funds. I truly thought the payments were current. My daughter was living in the house and evidently did not open the mail. I did not receive and notification regarding taxes owed,which was my fault as I did not notify the St Louis County Auditor that I was the personal representative of the estate. I apologize for that. I am hoping to pay the remainder of the taxes owed in the next 3-4 months and will sell the house when the taxes are current.

Thank you,
Bonita Bussey

Sent from my iPad

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

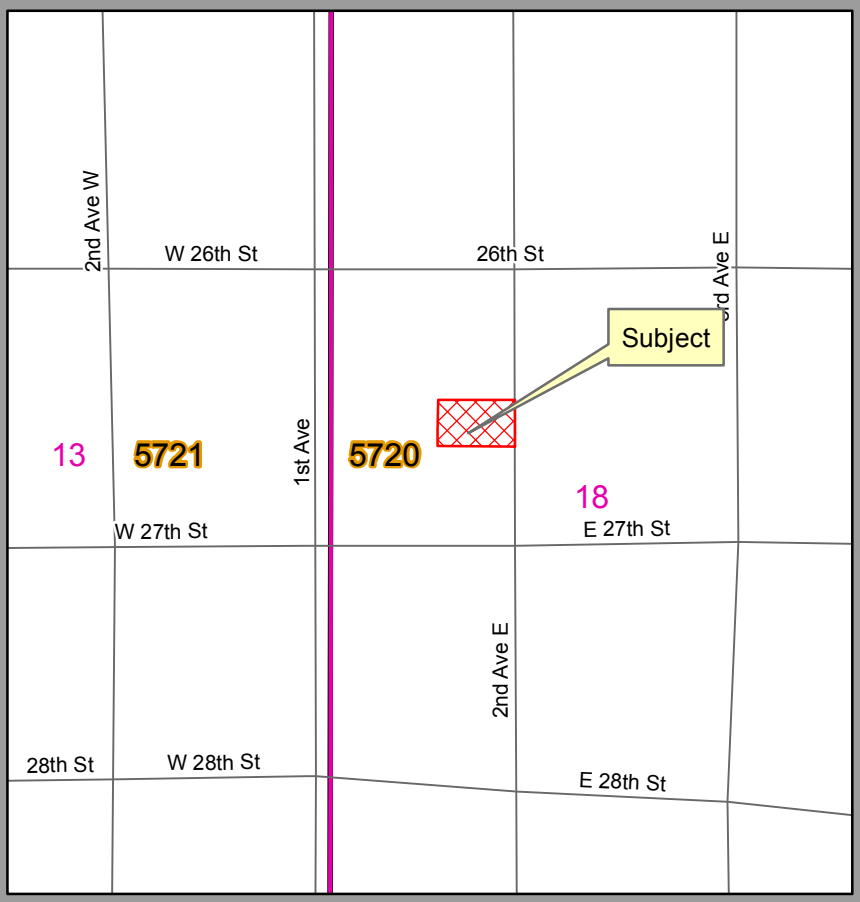
Repurchase of Property

Legal : CITY OF HIBBING,
LOTS 22 23 AND 24, BLOCK 14
KOSKIVILLE HIBBING

Parcel Code : 140-0130-03780

LDKEY : 122042

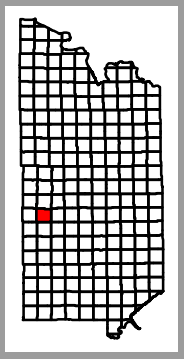
Address: 2619 2nd Ave. E.
Hibbing, MN 55746



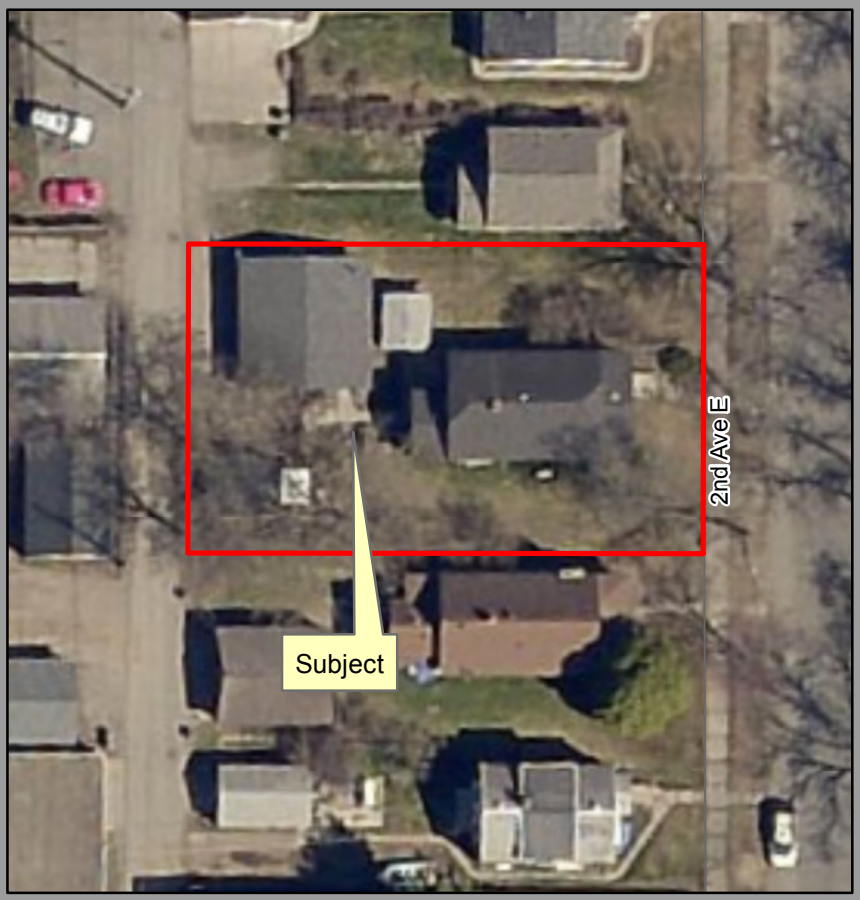
City of Hibbing Sec: 18 Twp: 57 Rng: 20

Commissioner District # 7

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



St. Louis County, Minnesota



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

St. Louis County Land & Minerals Department

2016

BOARD LETTER NO. 16 - 467

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 4

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Repurchase of State Tax Forfeited Land – Byers (Non-Homestead)**

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 an application to repurchase state tax forfeited land.

BACKGROUND:
Minn. Stat. § 282.241 provides for state tax forfeited land to be repurchased by the previous owner subject to payment equivalent to the delinquent taxes and assessments, plus penalties, costs, and interest. The property to be repurchased forfeited to the State of Minnesota on November 19, 2015. John D. Byers Jr. of Hibbing, MN, has made application to repurchase this property and is eligible to repurchase the property. The repurchase of this property will promote the use of lands that will best serve the public interest.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the repurchase request of John D. Byers Jr. of Hibbing, MN. The repurchase fees listed below are to be deposited into Fund 240 (Forfeited Tax Fund).

John D. Byers, Jr., Hibbing, MN

Parcel Code	141-0020-02340
Taxes and Assessments	$5,307.26
Service Fees	$114.00
Deed Tax	$17.51
Deed Fee	$25.00
Recording Fee	$46.00
Total Consideration	$5,509.77

Repurchase of State Tax Forfeited Land – Byers (Non-Homestead)

BY COMMISSIONER: _____

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

WHEREAS, The applicant, John D. Byers Jr. of Hibbing, MN, has applied to repurchase state tax forfeited land legally described as:

CITY OF HIBBING
SW 1/4 OF SE 1/4
SEC 16 TWP 57 RGE 20
141-0020-02340

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 John D. Byers Jr. of Hibbing, MN on file in County Board File No._____, subject to payments including total taxes and assessments of $5,307.26, service fee of $114, deed tax of $17.51, deed fee of $25, and recording fee of $46; for a total of $5,509.77, 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, John D Byers Jr , 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, SW 1/4 OF SE 1/4, Sec 16 Twp 57 Rge 20

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 2009 and remained delinquent and unpaid for the subsequent years of: 2010, 2011, 2012, 2013, 2014, 2015

That pursuant to Minnesota Statues, the total cost of repurchase $5,412.83 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.**

Please see extra sheet for two paragraph explanation and background.

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): John D Byers

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: 09/23 2016

By: JD Byers (Signature)

Address: 4093 Saari Rd
City: Hibbing State: MN Zip: 55746
Phone: (218) 262-2781

Reason taxes were not paid and background

This parcel was owned by my grandparents, with whom we spent every summer since I was born. It wasn't until I was 18 that we finally moved here. Each summer I would help my grandfather on his dairy farm. He used this parcel for extra grazing pasture for his dairy herd. I always looked forward to going with him on walks to "Leskiapo" (named after the Finlander who owned it previously), as he called it, to fetch the herd for milking. I'm so fond of this property that I purchased the domain Leskiapo.com years ago and use it as my personal email (john@leskiapo.com). I can't imagine not having Leskiapo with plans to build a home there one day.

I thought I had another year on my side before the property went tax forfeit. My mother has had a lot of health issues over the past few years. I'm her sole caregiver since my brother lives out of state. There has just been a lot of stress and pressure. And, there was some confusion who was going to to take care of the taxes. I would like to step up and take care of this and I can do that. I would be so thankful. Thank you.

John Byers

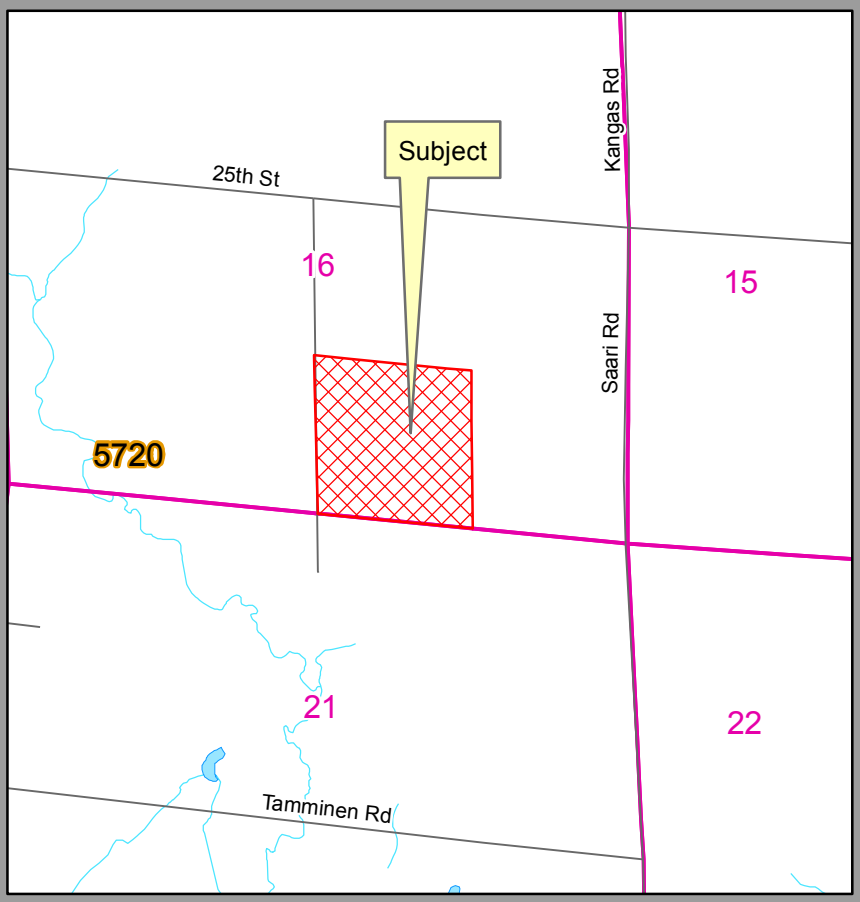
St. Louis County Land & Minerals Department
Tax Forfeited Land Sales

Repurchase of Property

Legal : CITY OF HIBBING
SW 1/4 OF SE 1/4
Sec 16 Twp 57 Rge 20

Parcel Code : 141-0020-02340

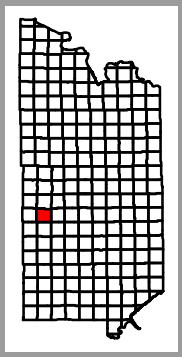
LDKEY : 122051



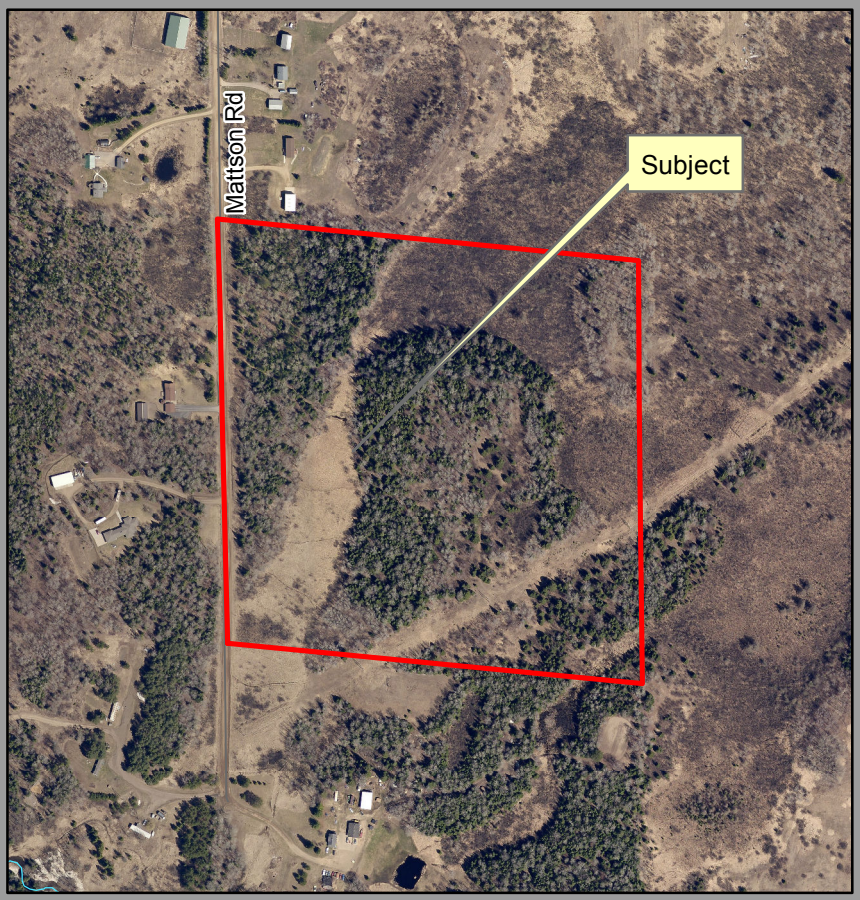
City of Hibbing Sec: 16 Twp: 57 Rng: 20

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 & Minerals Department

2016

BOARD LETTER NO. 16 - 468

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 5

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Repurchase of State Tax Forfeited Land - Wagner (Homestead)**

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 an application to repurchase state tax forfeited land.

BACKGROUND:
Minn. Stat. § 282.241 provides for state tax forfeited land to be repurchased by the previous owner subject to payment equivalent to the delinquent taxes and assessments, plus penalties, costs, and interest. The property to be repurchased forfeited to the State of Minnesota on November 19, 2015. Darren Wagner of Duluth, MN, has made application to repurchase this property and is eligible to repurchase the property. The previous owner, Helen Wagner is deceased and the estate has not been probated. Her son, Darren Wagner, is submitting the repurchase application. The repurchase of this property will promote the use of lands that will best serve the public interest.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the repurchase request of Darren Wagner of Duluth, MN. The repurchase fees listed below are to be deposited into Fund 240 (Forfeited Tax Fund).

Darren Wagner, Duluth, MN

Parcel Code	010-1180-02390
Taxes and Assessments	$4,943.27
Service Fees	$114.00
Deed Tax	$16.31
Deed Fee	$25.00
Recording Fee	$46.00
Eviction Costs	$322.00
Writ Cost	$57.00
Hasps & Locks	$54.00
Mowing	$210.00
Total Consideration	$5,787.58

Repurchase of State Tax Forfeited Land – Wagner (Homestead)

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, plus penalties, costs, and interest; and

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

CITY OF DULUTH
N 40 FT OF S 70 FT OF LOTS 430 AND 432, BLOCK 115
DULUTH PROPER SECOND DIVISION
010-1180-02390

WHEREAS, The applicant was the heir to 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 Darren Wagner of Duluth, MN, on file in County Board File No._____, subject to payments including total taxes and assessments of $4,943.27, service fee of $114, deed tax of $16.31, deed fee of $25, recording fee of $46, eviction costs of $322, writ cost of $57, hasp and locks of $54, and mowing of $210; for a total of $5,787.58, 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, Darren Wagner, hereby makes application to repurchase from the State of Minnesota the following described land, pursuant to Minnesota Statutes 1987, Section 282.241, as amended; said land is situated in St. Louis County, Minnesota, and more particularly described as follows:

CITY OF DULUTH, N 40 FT OF S 70 FT OF LOTS 430 AND 432, BLOCK 115, DULUTH PROPER SECOND DIVISION

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 or devisee of owner
- ○ the person to whom the right to pay taxes is given by statute, mortgage or other agreement

That such taxes became delinquent in 2001 and remained delinquent and unpaid for the subsequent years of: 2002, 2014, 2015

That pursuant to Minnesota Statutes, the total cost of repurchase $5,577.58 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.**

Please describe how undue hardship or injustice resulting from the tax forfeiture will be corrected by the repurchase; or how the repurchase will best serve the public interest: I am homeless as a result of the loss of this home, it was and is my primary residence, the home is under construction and will be an asset to the neighborhood, having a secure home again will allow me to remain the workforce and be productive.

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 10/14/2016 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: 10-14 20 16

By: [signature]
(Signature)

Address: 320 N. 27th Ave E.
City: Duluth State: MN. Zip: 55806
Phone:

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

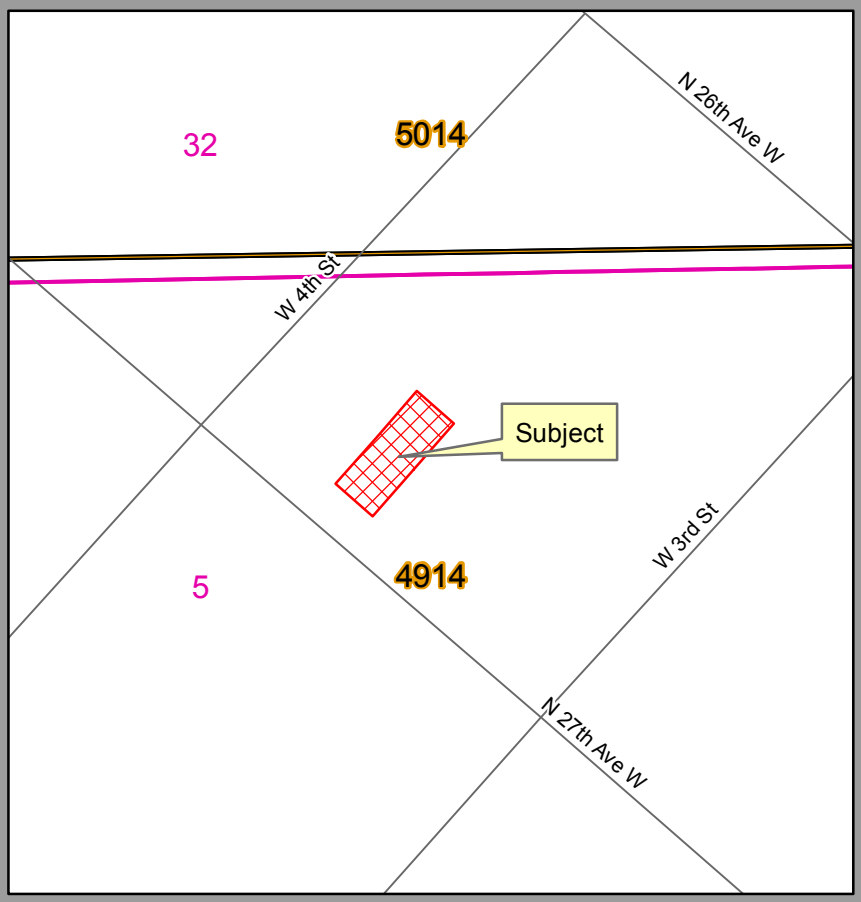
Repurchase of Property

Legal : CITY OF DULUTH
N 40 FT OF S 70 FT OF
LOTS 430 AND 432, BLOCK 115
DULUTH PROPER SECOND DIVISION

Parcel Code : 010-1180-02390

LDKEY : 121871

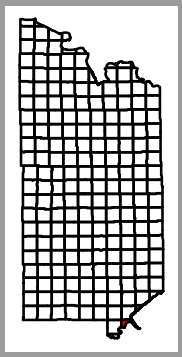
Address: 320 N. 27th Ave. W.
Duluth, MN 55806



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

2016

BOARD LETTER NO. 16 - 469

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 6

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Award of Bid: 2018-2019 Containerized Tree Seedlings**

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

Mark Weber, Director
Land and Minerals

RELATED DEPARTMENTAL GOAL:
To maintain and improve the health and productivity of the forest.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize contracts for containerized tree seedlings.

BACKGROUND:
The 2016 Land and Minerals Department budget includes funding for the purchase of a total of 1,795,000 containerized tree seedlings for delivery in spring of 2018 and 2019. Request for Bid No. 5341 went out through Demand Star to twelve companies. Pacific Regeneration Technologies (PRT), USA (Victoria, Canada) and North Central Reforestation (Evansville, MN) downloaded notification of this bid offering. Bids were received from both companies with the following results:

PRT (USA) Victoria, Canada	low bid on 8 tracts	Bid Amount	**$294,275.00**
North Central Reforestation Evansville, MN	low bid on 4 tracts	Bid Amount	**$13,108.50**

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize award of Bid No. 5341, sections 1 thru 6 and 11 thru 12, to PRT (USA) (Victoria, Canada) at its low bid of $294,275. It is further recommended that sections 7 thru 10 of Bid No. 5341 be awarded to North Central Reforestation (Evansville, MN) at its low bid of $13,108.50. Both contracts will be payable from Fund 290, Agency 290001.

Award of Bid: 2018-2019 Containerized Tree Seedlings

BY COMMISSIONER_____

WHEREAS, The St. Louis County Purchasing Division solicited bids to furnish and deliver containerized tree seedlings for planting on tax forfeited land in the years 2018 and 2019; and

WHEREAS, The offering was divided into 12 Sections with the award of bid going to the low bidder of each section; and

WHEREAS, PRT, USA (Victoria, Canada) submitted the low bid for sections 1 thru 6 and 11 thru 12 of the contract in the amount of $294,275; and

WHEREAS, North Central Reforestation (Evansville, MN) submitted the low bid for Sections 7 thru 10 of the contract in the amount of $13,108.50;

THEREFORE BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute a contract with PRT, USA (Victoria, Canada) for sections 1 thru 6 and 11 thru 12 of Bid No. 5341 in the amount of $294,275 and North Central Reforestation (Evansville, MN) for sections 7 thru 10 of Bid No. 5341 in the amount of $13,108.50 for containerized tree seedling delivery in spring of 2018 and 2019, in accordance with the specifications of Bid No. 5341, payable from Fund 290, Agency 290001, subject to approval by the County Attorney.

BOARD LETTER NO. 16 - 470

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 7

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Special Sale to the Duluth Economic Development Authority (Steel Plant Terminal Addition)**

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 to the Duluth Economic Development Authority (DEDA).

BACKGROUND:
DEDA has requested to acquire several parcels of state tax forfeited land for the purpose of commercial development that may result in job creation and increased tax base. Minn. Stat. § 282.01, Subd. 1a authorizes the sale of state tax forfeited land to an organized governmental subdivision for any public purpose for which the subdivision is authorized to acquire property.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the sale of state tax forfeited land to DEDA for the appraised value of $18,000 plus the following fees: 3% assurance fee of $540, deed fee of $25, deed tax of $59.40, recording fee of $46 and appraisal fee of $1,400; for a total of $20,070.40, to be deposited into Fund 240 (Forfeited Tax Fund).

Special Sale to the Duluth Economic Development Authority
(Steel Plant Terminal Addition)

BY COMMISSIONER _____

WHEREAS, The Duluth Economic Development Authority has requested to purchase state tax forfeited land, described in County Board File No. _____ for the market value of $18,000, plus fees, for the purpose of commercial and economic development; and

WHEREAS, Minn. Stat. § 282.01, Subd. 1a authorizes the sale of state tax forfeited land to an organized governmental subdivision for any public purpose for which the subdivision is authorized to acquire property; and

WHEREAS, These parcels of land have 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; and

WHEREAS, These parcels have been classified as non-conservation land pursuant to Minnesota Stat. § 282.01;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the sale of state tax forfeited land, as described in County Board File No._____, to the Duluth Economic Development Authority (DEDA) for the appraised value of $18,000 plus the following fees: 3% assurance fee of $540, deed fee of $25, deed tax of $59.40, recording fee of $46 and appraisal fee of $1,400; for a total of $20,070.40, to be deposited into Fund 240 (Forfeited Tax Fund).

RESOLVED FURTHER, That the St. Louis County Auditor may offer for sale at public auction the state tax forfeited land described here if DEDA does not purchase the land by April 25, 2017.

DEDA
DULUTH ECONOMIC DEVELOPMENT AUTHORITY

RECEIVED
JUN 20 2016
LAND COMMISSIONER

Karen Zeisler
Tax Forfeited Land Coordinator
St. Louis County Land and Minerals Department
Suite 302
320 W. 2nd St.
Duluth, MN 55802

June 3, 2016

Dear Ms. Zeisler,

The Duluth Economic Development Authority (DEDA) has been informed of a commercial development opportunity that would benefit the City of Duluth and surrounding area through job creation and increased tax base. There are eight tax forfeit parcels that are located near Boundary Avenue and Zenith Terrace that DEDA would like to begin the process of acquiring for the purpose of the development previously mentioned. We understand that we must request these parcels receive a formal appraisal from St. Louis County. The eight aforementioned parcels are listed below:

Parcel Codes	Legal Descriptions
010-4110-00350	OUTLOT F (STEEL PLANT TERMINAL ADDN TO DULUTH)
010-4110-00360	LOT: 0038 BLOCK:001
010-4110-00370	LOT: 0039 BLOCK:001
010-4110-00380	LOT: 0040 BLOCK:001
010-4110-00390	LOT: 0041 BLOCK:001
010-4110-00400	LOT: 0042 BLOCK:001
010-4110-00410	LOT: 0043 BLOCK:001
010-4110-00420	OUTLOT G (STEEL PLANT TERMINAL ADDN TO DULUTH)

Thank you for your time and assistance with this process. Should you have any questions or require any additional information, please contact DEDA as soon as possible (contact information below).

Regards,

Heather Rand

Heather Rand
Executive Director
Duluth Economic Development Authority
hrand@duluthmn.gov
218.730.5322

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

Karen Zeisler
Tax Forfeited Land Coordinator
St. Louis County Land and Minerals Department
Suite 302
320 W. 2nd St.
Duluth, MN 55802

September 13, 2016

RECEIVED
SEP 15 2016
LAND COMMISSIONER

Dear Ms. Zeisler,

The Duluth Economic Development Authority (DEDA) would like to amend its original request for appraisal of 8 tax forfeit parcels on the letter dated June 3rd, 2016 to include a 9th parcel (highlighted below). The intent of this letter is to officially request that all 9 of these parcels be appraised for the purpose of possible commercial development that would result in job creation and increased tax base.

Parcel Codes	Legal Descriptions
010-4110-00350	OUTLOT F (STEEL PLANT TERMINAL ADDN TO DULUTH)
010-4110-00360	LOT: 0038 BLOCK:001
010-4110-00370	LOT: 0039 BLOCK:001
010-4110-00380	LOT: 0040 BLOCK:001
010-4110-00390	LOT: 0041 BLOCK:001
010-4110-00400	LOT: 0042 BLOCK:001
010-4110-00410	LOT: 0043 BLOCK:001
010-4110-00420	OUTLOT G (STEEL PLANT TERMINAL ADDN TO DULUTH)
010-4110-01150	**Block 004 LOTS 3 THRU 8 (STEEL PLANT TERMINAL ADDN TO DULUTH)**

Thank you for your time and assistance with this process. Should you have any questions or require any additional information, please contact DEDA as soon as possible (contact information below).

Regards,

Heather Rand

Heather Rand
Executive Director
Duluth Economic Development Authority
hrand@duluthmn.gov
218.730.5322

Duluth Economic Development Authority (DEDA) parcels:

Legal: City of Duluth
OUTLOT F
STEEL PLANT TERMINAL ADDN TO DULUTH
Parcel code: 010-4110-00350
LDKey: 104036

Legal: City of Duluth
LOT: 0038 BLOCK:001
STEEL PLANT TERMINAL ADDN TO DULUTH
Parcel code: 010-4110-00360
LDKey: 104037

Legal: City of Duluth
LOT: 0039 BLOCK:001
STEEL PLANT TERMINAL ADDN TO DULUTH
Parcel code: 010-4110-00370
LDKey: 104038

Legal: City of Duluth
LOT: 0040 BLOCK:001
STEEL PLANT TERMINAL ADDN TO DULUTH
Parcel code: 010-4110-00380
LDKey: 104039

Legal: City of Duluth
LOT: 0041 BLOCK:001
STEEL PLANT TERMINAL ADDN TO DULUTH
Parcel code: 010-4110-00390
LDKey: 104040

Legal: City of Duluth
LOT: 0042 BLOCK:001
STEEL PLANT TERMINAL ADDN TO DULUTH
Parcel code: 010-4110-00400
LDKey: 104041

Legal: City of Duluth
LOT: 0043 BLOCK:001
STEEL PLANT TERMINAL ADDN TO DULUTH
Parcel code: 010-4110-00410
LDKey: 104042

Legal: City of Duluth
OUTLOT G
STEEL PLANT TERMINAL ADDN TO DULUTH
Parcel code: 010-4110-00420
LDKey: 104043

Legal: City of Duluth
LOTS 3 THRU 8, BLOCK: 004
STEEL PLANT TERMINAL ADDN TO DULUTH
Parcel code: 010-4110-01150
LDKey: 104049

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

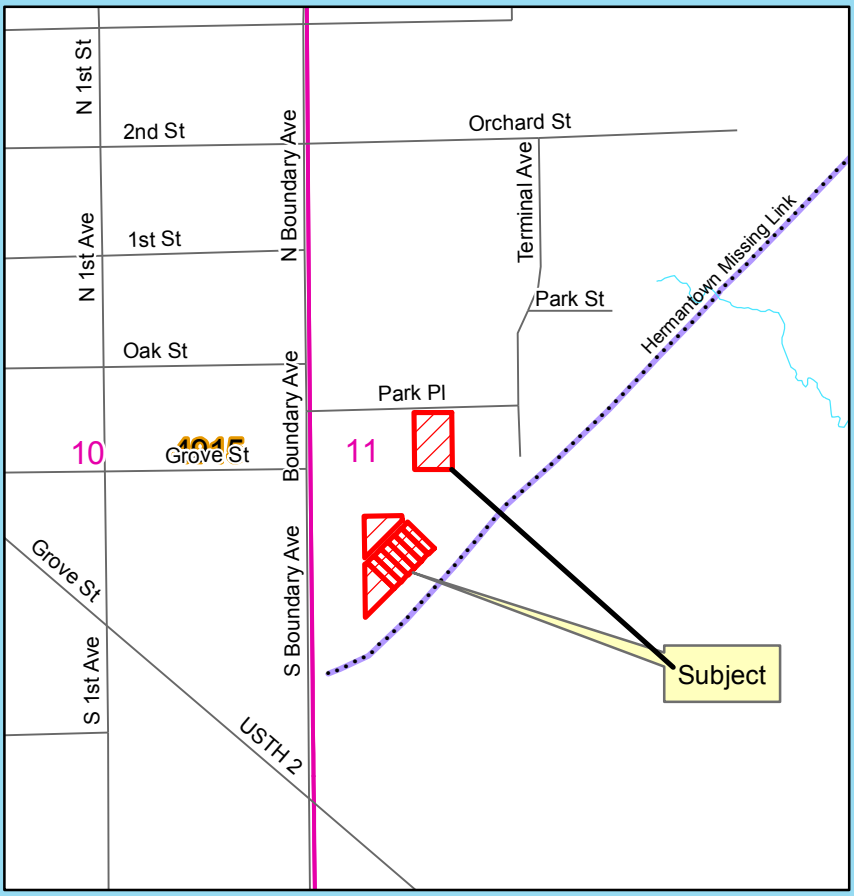
Special Sale

Legal : CITY OF DULUTH
OUTLOT F & G, LOT 38 thru 43, BLOCK 1
also LOTS 3 THRU 8, BLOCK 4
STEEL PLANT TERMINAL ADDN TO
DULUTH

Parcel Code : 010-4110-00350 thru 420 and
010-4110-01150

LDKEY : 104036 thru 43 and 104049

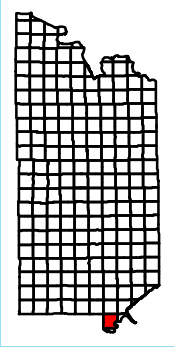
Acres: .94



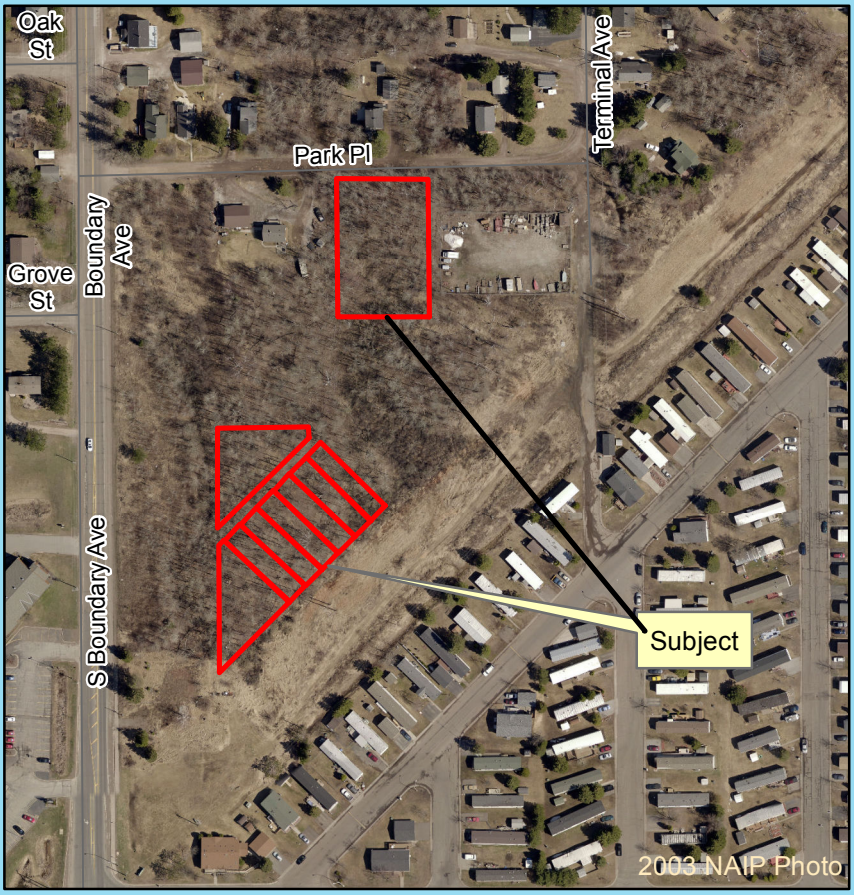
City of Duluth Sec: 11 Twp: 49 Rng: 15

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

2016

BOARD LETTER NO. 16 - 471

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 8

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Special Sale to the Duluth Economic Development Authority (Vacant Lot Between 1604 - 1610 West Superior Street, 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 to the Duluth Economic Development Authority (DEDA).

BACKGROUND:
DEDA has asked to acquire parcels of state tax forfeited land for the purpose of economic development. DEDA is proposing to convey the parcel to Alex Guilianni, to construct a parking lot. Minn. Stat. § 282.01, Subd. 1a authorizes the sale of state tax forfeited land to an organized governmental subdivision for any public purpose for which the subdivision is authorized to acquire property.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the sale of state tax forfeited land to DEDA for the appraised value of $14,000 plus the following fees: 3% assurance fee of $420, deed fee of $25, deed tax of $46.20, recording fee of $46 and appraisal fee of $350; for a total of $14,887.20, to be deposited into Fund 240 (Forfeited Tax Fund).

Special Sale to the Duluth Economic Development Authority
(Vacant Lot Between 1604 - 1610 West Superior Street, Duluth)

BY COMMISSIONER _____

WHEREAS, The Duluth Economic Development Authority has requested to purchase the following described state tax forfeited land for the market value of $14,000, plus fees, for the purpose of economic development:

Legal: City of Duluth
LOT: 0264 BLOCK:033, DULUTH PROPER SECOND DIVISION
Parcel Code: 010-1120-02240
LDKey: 118170

WHEREAS, Minn. Stat. § 282.01, Subd. 1a authorizes the sale of state tax forfeited land to an organized governmental subdivision for any public purpose for which the subdivision is authorized to acquire property;

WHEREAS, This parcels 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;

WHEREAS, This parcel has 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 state tax forfeited land, as described, to the Duluth Economic Development Authority (DEDA) for the market value $14,000 plus the following fees: 3% assurance fee of $420, deed fee of $25, deed tax of $46.20, recording fee of $46 and appraisal fee of $350; for a total of $14,887.20, to be deposited into Fund 240 (Forfeited Tax Fund).

RESOLVED FURTHER, The St. Louis County Auditor may offer for sale at public auction the state tax forfeited land described here if DEDA does not purchase the land by April 25, 2017.

DEDA

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

10/14/16

Kevin Gray, County Administrator
St. Louis County Courthouse
100 N 5th Ave W
Duluth, MN 55802

Dear Mr. Gray:

The Duluth Economic Development Authority (DEDA) is very interested in acquiring from the state of Minnesota, through St. Louis County, a tax forfeit parcel located just west of the Garfield News Building that is located at the intersection of Garfield Avenue and Superior Street in the Lincoln Park craft district for the appraised value plus applicable fees for project specific economic development purposes. The parcel legal description is:

Lot 264, Block 33 Duluth Proper 2nd Division

Upon learning that this vacant parcel was in tax forfeit status, DEDA contacted adjoining property owners and learned that Alessandro Giuliani, the owner of the property just east of the tax forfeit parcel, has a commercial office building on site historically referred to as the Garfield News Building. Mr. Giuliani is very interested in purchasing said parcel from DEDA for the purpose of developing it into parking to enhance the business potential of his property.

At the October 5, 2016 DEDA meeting, the commissioners unanimously approved a resolution authorizing an agreement between DEDA and Mr. Giuliani that provides for his purchase of said tax forfeit parcel contingent upon a DEDA public hearing scheduled for October 26, 2016 and county and state authorization. It is our understanding that the appraised value of the parcel is $14,000. The DEDA and Giuliani purchase agreement stipulates that Mr. Giuliani is required to pave and stripe the parcel transforming it into a permanent, hard-surfaced parking lot triggering his private investment of no less than $50,000. We sincerely hope the county board will support DEDA's acquisition request so that we may get this parcel placed back into productive use and get it back on the tax rolls as soon as possible.

Sincerely,

Heather Rand

Heather Rand
Executive Director, DEDA

Cc: Darren Jablonsky via email

411 West First Street, Room 402 • Duluth, MN 55802 • 218-730-5310

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

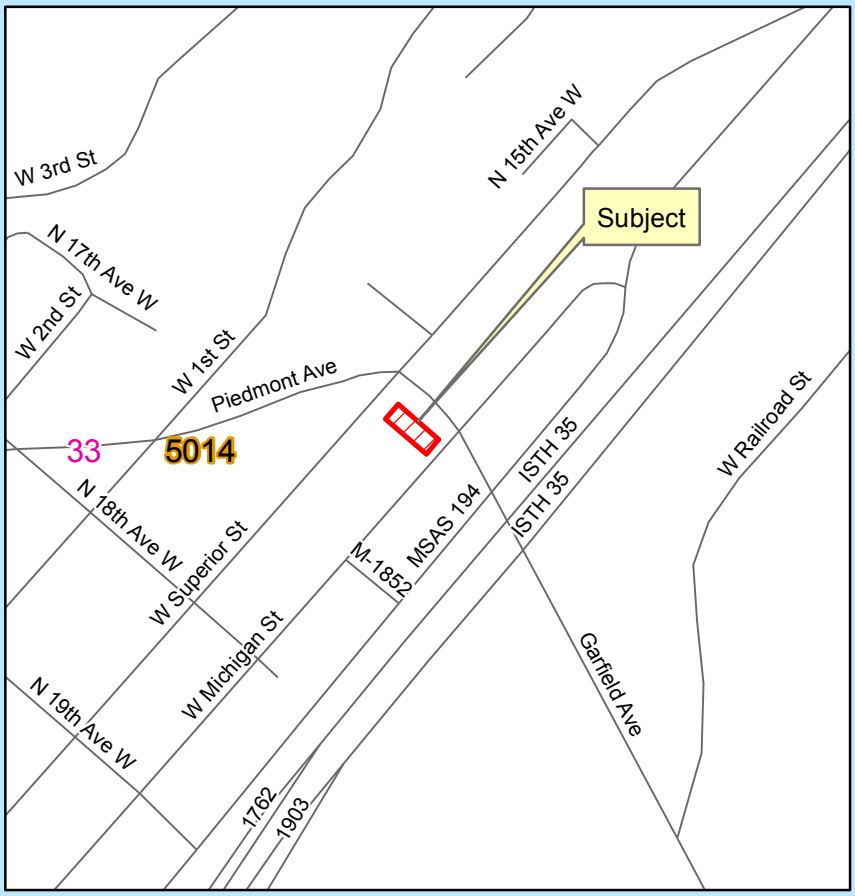
Special Sale

Legal : CITY OF DULUTH
LOT: 0264 BLOCK:033
DULUTH PROPER SECOND DIVISION

Parcel Code : 010-1120-02240

LDKEY : 118170

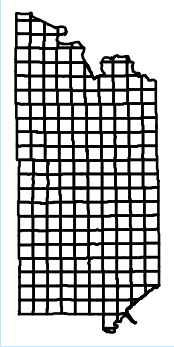
Address: Between 1610 & 1604 W Superior St
Duluth, MN



City of Duluth Sec: 33 Twp: 50 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

October 25, 201

BOARD LETTER NO. 16 - 472

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 9

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Special Sale to the Duluth Economic Development Authority (4014 Grand Avenue, 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 to the Duluth Economic Development Authority (DEDA).

BACKGROUND:
DEDA has requested to acquire state tax forfeited land for the purpose of project specific economic development. DEDA is proposing to convey the parcel to Members Cooperative Credit Union which will demolish existing structures and construct a parking lot. Minn. Stat. § 282.01, Subd. 1a authorizes the sale of state tax forfeited land to an organized governmental subdivision for any public purpose for which the subdivision is authorized to acquire property.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the sale of state tax forfeited land to DEDA for the appraised value of $16,250 plus the following fees: 3% assurance fee of $487.50, deed fee of $25, deed tax of $53.63, recording fee of $46 and appraisal fee of $350; for a total of $17,212.13, to be deposited into Fund 240 (Forfeited Tax Fund).

Special Sale to the Duluth Economic Development Authority
(4014 Grand Avenue, Duluth)

BY COMMISSIONER _____

WHEREAS, The Duluth Economic Development Authority has requested to purchase the following described state tax forfeited land for the market value of $16,250, plus fees, for the purpose of economic development:

Legal: City of Duluth
ELY 45 FT of LOT 5, BLOCK 19, HAZELWOOD ADDITION TO ONEOTA
Parcel Code: 010-2120-01300
LDKey: 118161

WHEREAS, Minn. Stat. § 282.01, Subd. 1a authorizes the sale of state tax forfeited land to an organized governmental subdivision for any public purpose for which the subdivision is authorized to acquire property; 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; and

WHEREAS, This parcel has 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 state tax forfeited land, as described, to the Duluth Economic Development Authority (DEDA) for the market value of $16,250 plus the following fees: 3% assurance fee of $487.50, deed fee of $25, deed tax of $53.63, recording fee of $46 and appraisal fee of $350; for a total of $17,212.13, to be deposited into Fund 240 (Forfeited Tax Fund).

RESOLVED FURTHER, The St. Louis County Auditor may offer for sale at public auction the state tax forfeited land described here if DEDA does not purchase the land by April 25, 2017.

DEDA

DULUTH ECONOMIC DEVELOPMENT AUTHORITY

10/14/16

Kevin Gray, County Administrator
St. Louis County Courthouse
100 N 5th Ave W
Duluth, MN 55802

Dear Mr. Gray:

The Duluth Economic Development Authority (DEDA) is very interested in acquiring from the state of Minnesota, through St. Louis County, a tax forfeit parcel located between 40th and 41st Avenues West below Grand Avenue in West Duluth for the appraised value plus applicable fees for project specific economic development purposes. The parcel legal description is:

> The easterly 45 feet of Lot 5, Block19, HAZELWOOD ADDITION TO ONEOTA DULUTH,

Upon learning that this vacant parcel was in tax forfeit status, DEDA contacted adjoining property owners and learned that the Members Cooperative Credit Union (MCCU), with a commercial office building located just north of the tax forfeit parcel, is very interested in purchasing said parcel from DEDA to enhance the business potential of their property.

At the October 5, 2016 DEDA meeting, the commissioners unanimously approved a resolution authorizing an agreement between DEDA and MCCU for MCCU's purchase of said parcel of property contingent upon a DEDA public hearing scheduled for October 26, 2016 and county and state authorization. It is our understanding that the appraised value of the parcel that dictates the purchase price is $16,250. In the DEDA and MCCU purchase agreement, MCCU is required to demolish all existing structures and pave and stripe the parcel transforming it into a permanent, hard-surfaced parking lot at a private sector investment of no less than $50,000. We sincerely hope the county board will support DEDA's acquisition request so that we may get this parcel placed back into productive use and get it back on the tax rolls as soon as possible.

Sincerely,

Heather Rand

Heather Rand
Executive Director, DEDA

Cc: Darren Jablonsky via email

411 West First Street, Room 402 • Duluth, MN 55802 • 218-730-5310

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

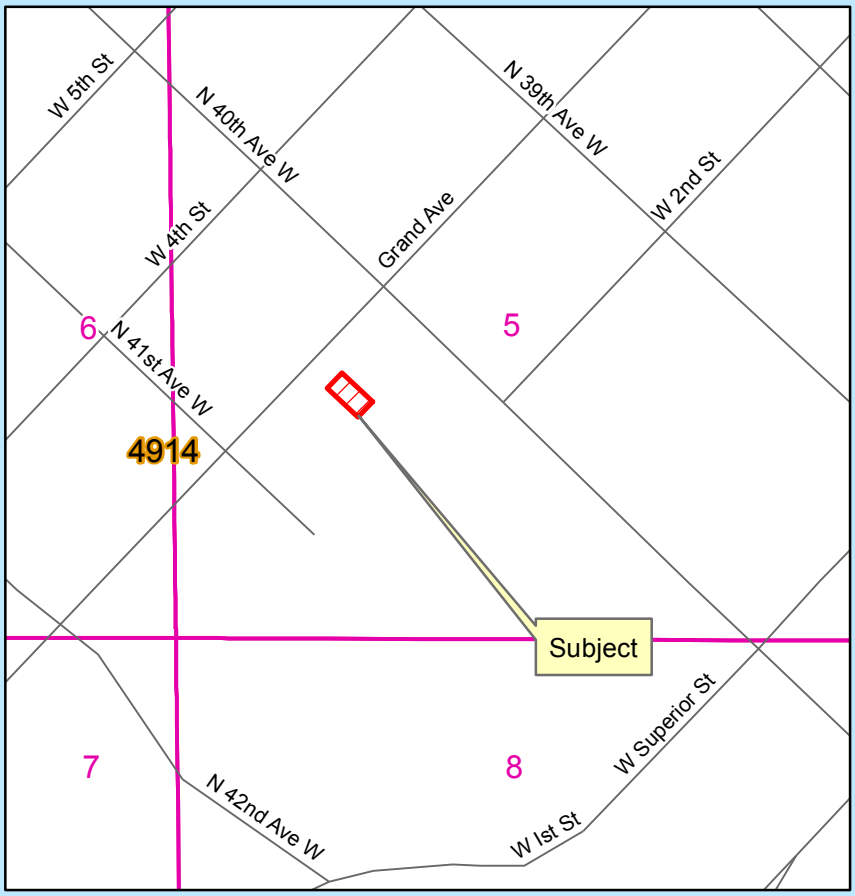
Special Sale

Legal : CITY OF DULUTH
ELY 45 FT of LOT 5, BLOCK 19
HAZELWOOD ADDITION TO ONEOTA
DULUTH

Parcel Code : 010-2120-01300

LDKEY : 118161

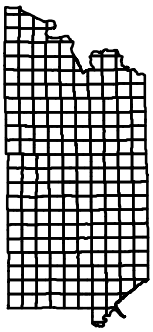
Address: 4014 Grand Ave
Duluth, 55807



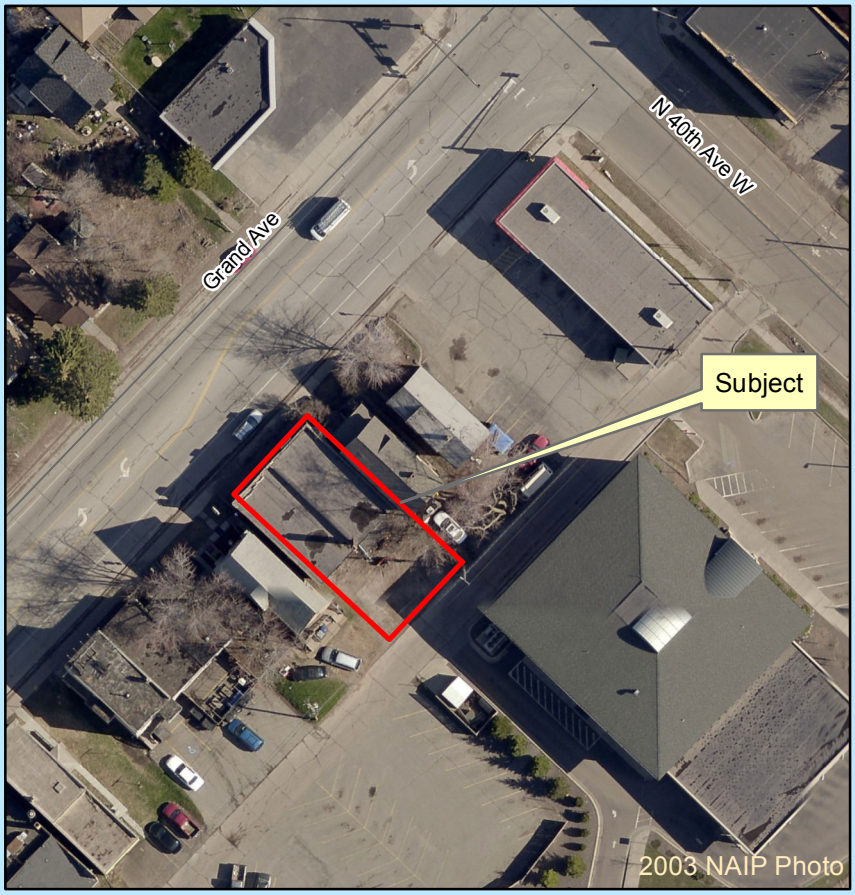
City of Duluth Sec: 5 Twp: 49 Rng: 14

Commissioner District # 3

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



St. Louis County, Minnesota



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 & Minerals Department

October 25, 2016

BOARD LETTER NO. 16 - 473

ENVIRONMENT & NATURAL RESOURCES COMMITTEE
CONSENT NO. 10

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Access Easement Across State Tax Forfeited Land to St. Louis and Lake Counties Regional Rail Authority (Morse Township)**

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 non-exclusive easement to the St. Louis and Lake Counties Regional Rail Authority to cross tax-forfeited land in Morse Township.

BACKGROUND:
The St. Louis and Lake Counties Regional Rail Authority has requested a non-exclusive easement to use tax-forfeited properties for construction of a 3.8 mile segment of the Mesabi Trail. The total area encumbered by the easement is 13.8 acres. 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 non-exclusive access easement across state tax-forfeited land to the St. Louis and Lake Counties Regional Rail Authority for the amount of $5,923 land use fee, $300 administration fee and $152 recording fee; for a total of $6,375, to be deposited into Fund 240 (Forfeited Tax Fund).

Access Easement Across State Tax Forfeited Land to St. Louis and Lake Counties Regional Rail Authority (Morse Township)

BY COMMISSIONER_____

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

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

WHEREAS, Minn. Stat. § 282.04, Subd. 4, authorizes the St. Louis County Auditor to grant easements across state tax-forfeited land for such purposes;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the County Auditor to grant a non-exclusive easement to St. Louis and Lake Counties Regional Rail Authority across state tax-forfeited lands as described in County Board File _____.

RESOLVED FURTHER, That granting of this easement is conditioned upon payment of $5,923 land use fee, $300 administration fee and $152 recording fee; for a total of $6,375, to be deposited into Fund 240 (Forfeited Tax Fund).

BOARD FILE NO. _____

Access Easement Across State Tax Forfeited Land to St. Louis and Lake Counties Regional Rail Authority (Morse Township)

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southwest Quarter of the Southwest Quarter of Section 18, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence North 1 degree 12 minutes 52 seconds West, assumed bearing along the west line of said Southwest Quarter of the Southwest Quarter, a distance of 922.00 feet; thence northeasterly 110.16 feet along a non-tangential curve, concave to the northwest, having a radius of 520.72 feet, a central angle of 12 degrees 07 minutes 14 seconds and a chord which bears North 65 degrees 20 minutes 54 seconds East; thence North 59 degrees 17 minutes 17 seconds East, tangent to said curve 276.04 feet to the point of beginning of the centerline to be described; thence continue North 59 degrees 17 minutes 17 seconds East 13.68 feet; thence northeasterly 13.92 feet along a tangential curve, concave to the southeast, having a radius of 25.00 feet and a central angle of 31 degrees 54 minutes 03 seconds; thence South 88 degrees 48 minutes 40 seconds East, tangent to said last described curve 118.71 feet; thence easterly 27.62 feet along a tangential curve, concave to the south, having a radius of 75.00 feet and a central angle of 21 degrees 06 minutes 06 seconds; thence South 67 degrees 42 minutes 34 seconds East, tangent to said last described curve 28.74 feet; thence southeasterly 31.78 feet along a tangential curve, concave to the southwest, having a radius of 75.00 feet and a central angle of 24 degrees 16 minutes 51 seconds; thence southeasterly 61.45 feet along a reverse curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 35 degrees 12 minutes 23 seconds; thence South 78 degrees 38 minutes 07 seconds East, tangent to said last described curve 46.36 feet; thence easterly 36.28 feet along a tangential curve, concave to the north, having a radius of 100.00 feet and a central angle of 20 degrees 47 minutes 11 seconds; thence North 80 degrees 34 minutes 42 seconds East, tangent to said last described curve 47.75 feet; thence easterly 15.95 feet along a tangential curve, concave to the south, having a radius of 100.00 feet and a central angle of 9 degrees 08 minutes 27 seconds; thence North 89 degrees 43 minutes 09 seconds East, tangent to said last described curve 33.78 feet; thence northeasterly 46.59 feet along a tangential curve, concave to the northwest, having a radius of 50.00 feet and a central angle of 53 degrees 22 minutes 58 seconds; thence North 36 degrees 20 minutes 11 seconds East, tangent to said last described curve 26.64 feet; thence northeasterly 25.36 feet along a tangential curve, concave to the northwest, having a radius of 25.00 feet and a central angle of 58 degrees 07 minutes 39 seconds; thence northeasterly 54.59 feet along a reverse curve, concave to the southeast, having a radius of 25.00 feet and a central angle of 125 degrees 06 minutes 04 seconds; thence South 76 degrees 41 minutes 24 seconds East, tangent to said last described curve 58.63 feet; thence easterly 55.55 feet along a tangential curve, concave to the north, having a radius of 100.00 feet and a central angle of 31 degrees 49 minutes 48 seconds; thence North 71 degrees 28 minutes 48 seconds East, tangent to said last described curve 16.77 feet; thence

easterly 12.64 feet along a tangential curve, concave to the south, having a radius of 50.00 feet and a central angle of 14 degrees 28 minutes 58 seconds; thence North 85 degrees 57 minutes 46 seconds East, tangent to said last described curve 133.83 feet; thence easterly 82.65 feet along a tangential curve, concave to the south, having a radius of 250.00 feet and a central angle of 18 degrees 56 minutes 35 seconds to the east line of said Southwest Quarter of the Southwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the east line of said Southwest Quarter of the Southwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southeast Quarter of the Southwest Quarter of Section 18, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Southeast Quarter of the Southwest Quarter; thence South 0 degrees 02 minutes 10 seconds East, assumed bearing along the west line of said Southeast Quarter of the Southwest Quarter, a distance of 117.64 feet to the point of beginning of the centerline to be described; thence southeasterly 54.28 feet along a non-tangential curve, concave to the southwest, having a radius of 250.00 feet, a central angle of 12 degrees 26 minutes 27 seconds and a chord which bears South 68 degrees 52 minutes 26 seconds East; thence easterly 79.08 feet along a reverse curve, concave to the north, having a radius of 100.00 feet and a central angle of 45 degrees 18 minutes 27 seconds; thence North 72 degrees 02 minutes 20 seconds East, tangent to said last described curve 39.71 feet; thence northeasterly 42.58 feet along a tangential curve, concave to the northwest, having a radius of 125.00 feet and a central angle of 19 degrees 30 minutes 54 seconds; thence North 52 degrees 31 minutes 26 seconds East, tangent to said last described curve 54.76 feet; thence northeasterly 23.48 feet along a tangential curve, concave to the southeast, having a radius of 98.28 feet and a central angle of 13 degrees 41 minutes 26 seconds; thence North 66 degrees 12 minutes 52 seconds East, tangent to said last described curve 113.64 feet; thence northeasterly 22.00 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 12 degrees 36 minutes 26 seconds; thence North 53 degrees 36 minutes 26 seconds East, tangent to said last described curve 4.37 feet to the north line of said Southeast Quarter of the Southwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west and north lines of said Southeast Quarter of the Southwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Northeast Quarter of the Southwest Quarter of Section 18, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Northeast Quarter of the Southwest Quarter; thence South 89 degrees 00 minutes 14 seconds East, assumed bearing along the south line of said Northeast Quarter of the Southwest Quarter, a distance of 392.84 feet to the point of beginning of the centerline to be described; thence North 53 degrees 36 minutes 26 seconds East 141.69 feet; thence northeasterly 48.22 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 27 degrees 37 minutes 48 seconds; thence North 25 degrees 58 minutes 38 seconds East, tangent to said last described curve 92.02 feet; thence northeasterly 40.04 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 22 degrees 56 minutes 33 seconds; thence North 48 degrees 55 minutes 11 seconds East, tangent to said last described curve 125.70 feet; thence northeasterly 27.70 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 15 degrees 52 minutes 22 seconds; thence North 64 degrees 47 minutes 33 seconds East, tangent to said last described curve 21.14 feet; thence northeasterly 38.25 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 21 degrees 55 minutes 06 seconds; thence North 42 degrees 52 minutes 27 seconds East, tangent to said last described curve 16.21 feet; thence northeasterly 56.56 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 32 degrees 24 minutes 15 seconds; thence North 10 degrees 28 minutes 12 seconds East, tangent to said last described curve 75.76 feet; thence northeasterly 63.68 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 36 degrees 29 minutes 11 seconds; thence North 46 degrees 57 minutes 24 seconds East, tangent to said last described curve 91.76 feet; thence northeasterly 89.46 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 51 degrees 15 minutes 25 seconds; thence North 4 degrees 18 minutes 02 seconds West, tangent to said last described curve 48.87 feet; thence northerly 47.13 feet along a tangential curve, concave to the east, having a radius of 100.00 feet and a central angle of 27 degrees 00 minutes 22 seconds; thence North 22 degrees 42 minutes 20 seconds East, tangent to said last described curve 40.40 feet; thence northeasterly 60.64 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 34 degrees 44 minutes 40 seconds; thence North 57 degrees 27 minutes 00 seconds East, tangent to said last described curve 131.39 feet; thence northerly 96.10 feet along a tangential curve, concave to the west, having a radius of 70.00 feet and a central angle of 78 degrees 39 minutes 43 seconds; thence North 21 degrees 12 minutes 42 seconds West, tangent to said last described curve 104.81 feet; thence northerly 25.73 feet along a tangential curve, concave to the east, having a radius of 70.00 feet and a central angle of 21 degrees 03 minutes 29 seconds; thence North 0 degrees 09 minutes 14 seconds West, tangent to said last described curve 50.20 feet; thence northeasterly 84.47 feet along a tangential curve, concave to the southeast, having a radius of 500.00 feet and a central angle of 9 degrees 40 minutes 48 seconds to the north line of said Northeast Quarter of the Southwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the south and north lines of said Northeast Quarter of the Southwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of

the Southeast Quarter of the Northwest Quarter of Section 18, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence North 89 degrees 17 minutes 09 seconds West, assumed bearing along the south line of said Southeast Quarter of the Northwest Quarter, a distance of 272.27 feet to the point of beginning of the centerline to be described; thence northeasterly 168.73 feet along a non-tangential curve, concave to the southeast, having a radius of 500.00 feet, a central angle of 19 degrees 20 minutes 05 seconds and a chord which bears North 19 degrees 11 minutes 36 seconds East; thence northerly 63.21 feet along a reverse curve, concave to the west, having a radius of 200.00 feet and a central angle of 18 degrees 06 minutes 30 seconds; thence North 10 degrees 45 minutes 09 seconds East, tangent to said last described curve 100.53 feet; thence northeasterly 141.10 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 80 degrees 50 minutes 44 seconds; thence South 88 degrees 24 minutes 07 seconds East, tangent to said last described curve 85.90 feet to the east line of said Southeast Quarter of the Northwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the south and east lines of said Southeast Quarter of the Northwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southwest Quarter of the Northeast Quarter of Section 18, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Northeast Quarter; thence North 1 degree 25 minutes 41 seconds East, assumed bearing along the west line of said Southwest Quarter of the Northeast Quarter, a distance of 399.01 feet to the point of beginning of the centerline to be described; thence South 88 degrees 24 minutes 07 seconds East 83.13 feet; thence easterly 104.18 feet along a tangential curve, concave to the north, having a radius of 300.00 feet and a central angle of 19 degrees 53 minutes 47 seconds; thence easterly 80.43 feet along a reverse curve, concave to the south, having a radius of 300.00 feet and a central angle of 15 degrees 21 minutes 38 seconds; thence northeasterly 94.88 feet along a reverse curve, concave to the northwest, having a radius of 300.00 feet and a central angle of 18 degrees 07 minutes 14 seconds; thence North 68 degrees 56 minutes 30 seconds East, tangent to said last described curve 1.45 feet; thence northeasterly 96.82 feet along a tangential curve, concave to the southeast, having a radius of 300.00 feet and a central angle of 18 degrees 29 minutes 30 seconds; thence North 87 degrees 26 minutes 00 seconds East, tangent to said last described curve 29.50 feet; thence northeasterly 103.52 feet along a tangential curve, concave to the northwest, having a radius of 300.00 feet and a central angle of 19 degrees 46 minutes 17 seconds; thence northeasterly 64.40 feet along a reverse curve, concave to the southeast, having a radius of 300.00 feet and a central angle of 12 degrees 18 minutes 01 seconds; thence North 79 degrees 57 minutes 44 seconds East, tangent to said last described curve 114.05 feet; thence

southeasterly 205.36 feet along a tangential curve, concave to the southwest, having a radius of 100.00 feet and a central angle of 117 degrees 39 minutes 40 seconds; thence southeasterly 293.45 feet along a reverse curve, concave to the northeast, having a radius of 90.00 feet and a central angle of 186 degrees 49 minutes 09 seconds; thence North 10 degrees 48 minutes 11 seconds East, tangent to said last described curve 96.62 feet; thence northeasterly 122.55 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 70 degrees 13 minutes 05 seconds; thence North 81 degrees 01 minutes 15 seconds East, tangent to said last described curve 84.71 feet; thence northeasterly 92.04 feet along a tangential curve, concave to the northwest, having a radius of 55.00 feet and a central angle of 95 degrees 52 minutes 58 seconds; thence North 14 degrees 51 minutes 43 seconds West, tangent to said last described curve 11.07 feet; thence northeasterly 84.41 feet along a tangential curve, concave to the southeast, having a radius of 55.00 feet and a central angle of 87 degrees 55 minutes 56 seconds; thence North 73 degrees 04 minutes 13 seconds East, tangent to said last described curve 27.02 feet; thence northeasterly 0.45 feet along a tangential curve, concave to the northwest, having a radius of 80.00 feet and a central angle of 0 degrees 19 minutes 08 seconds to the east line of said Southwest Quarter of the Northeast Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west and east lines of said Southwest Quarter of the Northeast Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southeast Quarter of the Northeast Quarter of Section 18, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Southeast Quarter of the Northeast Quarter; thence South 1 degree 37 minutes 11 seconds West, assumed bearing along the west line of said Southeast Quarter of the Northeast Quarter, a distance of 538.40 feet to the point of beginning of the centerline to be described; thence northeasterly 76.45 feet along a non-tangential curve, concave to the northwest, having a radius of 80.00 feet, a central angle of 54 degrees 45 minutes 00 seconds and a chord which bears North 45 degrees 22 minutes 36 seconds East; thence North 18 degrees 00 minutes 06 seconds East, tangent to said last described curve 112.74 feet; thence northeasterly 51.45 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 29 degrees 28 minutes 51 seconds; thence North 47 degrees 28 minutes 57 seconds East, tangent to said last described curve 47.86 feet; thence northeasterly 50.53 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 28 degrees 57 minutes 05 seconds; thence North 76 degrees 26 minutes 02 seconds East, tangent to said last described curve 189.17 feet; thence easterly 38.40 feet along a tangential curve, concave to the south, having a radius of 100.00 feet and a central angle of 22 degrees 00 minutes 09 seconds; thence South 81 degrees 33 minutes 49 seconds East, tangent to said last described curve 110.94 feet; thence easterly 41.13 feet along a tangential curve, concave to the north, having a radius of 100.00 feet and a central angle of 23 degrees 34 minutes 00 seconds; thence North 74 degrees 52 minutes 11 seconds East

tangent to said last described curve 7.09 feet; thence northeasterly 108.91 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 62 degrees 24 minutes 03 seconds; thence North 12 degrees 28 minutes 08 seconds East, tangent to said last described curve 82.34 feet; thence northeasterly 47.48 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 27 degrees 12 minutes 09 seconds; thence North 39 degrees 40 minutes 17 seconds East, tangent to said last described curve 97.20 feet to the north line of said Southeast Quarter of the Northeast Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west and north lines of said Southeast Quarter of the Northeast Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Northeast Quarter of the Northeast Quarter of Section 18, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Northeast Quarter; thence South 87 degree 58 minutes 36 seconds West, assumed bearing along the south line of said Northeast Quarter of the Northeast Quarter, a distance of 598.76 feet to the point of beginning of the centerline to be described; thence North 39 degrees 40 minutes 17 seconds East 29.44 feet; thence northeasterly 39.97 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 22 degrees 54 minutes 03 seconds; thence northeasterly 127.23 feet along a reverse curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 72 degrees 53 minutes 54 seconds; thence northeasterly 67.50 feet along a reverse curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 38 degrees 40 minutes 24 seconds; thence North 50 degrees 59 minutes 44 seconds East, tangent to said last described curve 32.10 feet; thence easterly 63.50 feet along a tangential curve, concave to the south, having a radius of 100.00 feet and a central angle of 36 degrees 22 minutes 56 seconds; thence North 87 degrees 22 minutes 41 seconds East, tangent to said last described curve 86.25 feet; thence easterly 135.73 feet along a tangential curve, concave to the south, having a radius of 500.00 feet and a central angle of 15 degrees 33 minutes 12 seconds; thence South 77 degrees 04 minutes 07 seconds East, tangent to said last described curve 57.59 feet; thence easterly 47.89 feet along a tangential curve, concave to the north, having a radius of 200.00 feet and a central angle of 13 degrees 43 minutes 12 seconds to the east line of the Northeast Quarter of the Northeast Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the south and east lines of said Northeast Quarter of the Northeast Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Northwest Quarter of the Northwest Quarter of Section 17, Township 62 North,

Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 1 degree 47 minutes 35 seconds East, assumed bearing along the west line of said Northwest Quarter of the Northwest Quarter, a distance of 146.24 feet to the point of beginning of the centerline to be described; thence easterly 82.86 feet along a non-tangential curve, concave to the north, having a radius of 200.00 feet, a central angle of 23 degrees 44 minutes 17 seconds and a chord which bears North 77 degrees 20 minutes 33 seconds East; thence North 65 degrees 28 minutes 24 seconds East, tangent to said last described curve 83.64 feet; thence northeasterly 256.23 feet along a tangential curve, concave to the northwest, having a radius of 500.00 feet and a central angle of 29 degrees 21 minutes 43 seconds; thence northeasterly 149.24 feet along a reverse curve, concave to the southeast, having a radius of 500.00 feet and a central angle of 17 degrees 06 minutes 07 seconds; thence North 53 degrees 12 minutes 48 seconds East, tangent to said last described curve 88.12 feet; thence northeasterly 243.48 feet along a tangential curve, concave to the southeast, having a radius of 400.00 feet and a central angle of 34 degrees 52 minutes 36 seconds; thence North 88 degrees 05 minutes 23 seconds East, tangent to said last described curve 324.59 feet; thence northeasterly 256.72 feet along a tangential curve, concave to the northwest, having a radius of 500.00 feet and a central angle of 29 degrees 25 minutes 04 seconds to the east line of said Northwest Quarter of the Northwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west and east lines of said Northwest Quarter of the Northwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Northeast Quarter of the Northwest Quarter of Section 17, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Northeast Quarter of the Northwest Quarter; thence North 1 degree 24 minutes 58 seconds East, assumed bearing along the west line of said Northeast Quarter of the Northwest Quarter, a distance of 633.84 feet to the point of beginning of the centerline to be described; thence northeasterly 42.63 feet along a non-tangential curve, concave to the northwest, having a radius of 500.00 feet, a central angle of 4 degrees 53 minutes 07 seconds and a chord which bears North 56 degrees 13 minutes 46 seconds East; thence North 53 degrees 47 minutes 12 seconds East, tangent to said last described curve 110.41 feet; thence northeasterly 236.45 feet along a tangential curve, concave to the northwest, having a radius of 500.00 feet and a central angle of 27 degrees 05 minutes 41 seconds; thence northeasterly 324.60 feet along a reverse curve, concave to the southeast, having a radius of 500.00 feet and a central angle of 37 degrees 11 minutes 46 seconds; thence North 63 degrees 53 minutes 17 seconds East, tangent to said last described curve 230.38 feet; thence northeasterly 152.10 feet along a tangential curve, concave to the northwest, having a radius of 150.00 feet and a central angle of 58 degrees 05 minutes 57 seconds to the north line of said Northeast Quarter of the Northwest Quarter and

said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west and north lines of said Northeast Quarter of the Northwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southeast Quarter of the Southwest Quarter of Section 8, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Southeast Quarter of the Southwest Quarter; thence South 87 degrees 49 minutes 51 seconds West, assumed bearing along the south line of said Southeast Quarter of the Southwest Quarter, a distance of 526.78 feet to the point of beginning of the centerline to be described; thence northerly 16.40 feet along a non-tangential curve, concave to the west, having a radius of 150.00 feet, a central angle of 6 degrees 15 minutes 48 seconds and a chord which bears North 2 degrees 39 minutes 25 seconds East; thence North 0 degrees 28 minutes 29 seconds West, tangent to said last described curve 68.19 feet; thence northeasterly 88.08 feet along a tangential curve, concave to the southeast, having a radius of 80.00 feet and a central angle of 63 degrees 05 minutes 10 seconds; thence North 62 degrees 36 minutes 41 seconds East, tangent to said last described curve 127.41 feet; thence northeasterly 25.44 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 14 degrees 34 minutes 40 seconds; thence North 48 degrees 02 minutes 02 seconds East, tangent to said last described curve 122.97 feet; thence northeasterly 9.91 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 5 degrees 40 minutes 35 seconds; thence North 53 degrees 42 minutes 36 seconds East, tangent to said last described curve 36.74 feet; thence northeasterly 53.07 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 30 degrees 24 minutes 30 seconds; thence North 84 degrees 07 minutes 06 seconds East, tangent to said last described curve 65.40 feet; thence northeasterly 117.87 feet along a tangential curve, concave to the northwest, having a radius of 75.00 feet and a central angle of 90 degrees 02 minutes 37 seconds; thence North 5 degrees 55 minutes 31 seconds West, tangent to said last described curve 47.44 feet; thence northerly 9.33 feet along a tangential curve, concave to the west, having a radius of 100.00 feet and a central angle of 5 degrees 20 minutes 53 seconds; thence North 11 degrees 16 minutes 24 seconds West, tangent to said last described curve 68.42 feet; thence northerly 45.32 feet along a tangential curve, concave to the east, having a radius of 100.00 feet and a central angle of 25 degrees 57 minutes 56 seconds; thence North 14 degrees 41 minutes 31 seconds East, tangent to said last described curve 31.54 feet; thence northeasterly 20.58 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 11 degrees 47 minutes 40 seconds to the east line of said Southeast Quarter of the Southwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the south and east lines of said Southeast Quarter of the Southwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southwest Quarter of the Southeast Quarter of Section 8, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southeast Quarter; thence South 87 degrees 49 minutes 51 seconds West, assumed bearing along the south line of the Southeast Quarter of the Southwest Quarter of said Section 8, a distance of 526.78 feet; thence northerly 16.40 feet along a non-tangential curve, concave to the west, having a radius of 150.00 feet, a central angle of 6 degrees 15 minutes 48 seconds and a chord which bears North 2 degrees 39 minutes 25 seconds East; thence North 0 degrees 28 minutes 29 seconds West, tangent to said last described curve 68.19 feet; thence northeasterly 88.08 feet along a tangential curve, concave to the southeast, having a radius of 80.00 feet and a central angle of 63 degrees 05 minutes 10 seconds; thence North 62 degrees 36 minutes 41 seconds East, tangent to said last described curve 127.41 feet; thence northeasterly 25.44 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 14 degrees 34 minutes 40 seconds; thence North 48 degrees 02 minutes 02 seconds East, tangent to said last described curve 122.97 feet; thence northeasterly 9.91 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 5 degrees 40 minutes 35 seconds; thence North 53 degrees 42 minutes 36 seconds East, tangent to said last described curve 36.74 feet; thence northeasterly 53.07 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 30 degrees 24 minutes 30 seconds; thence North 84 degrees 07 minutes 06 seconds East, tangent to said last described curve 65.40 feet to the point of beginning of the centerline to be described; thence northeasterly 117.87 feet along a tangential curve, concave to the northwest, having a radius of 75.00 feet and a central angle of 90 degrees 02 minutes 37 seconds; thence North 5 degrees 55 minutes 31 seconds West, tangent to said last described curve 47.44 feet; thence northerly 9.33 feet along a tangential curve, concave to the west, having a radius of 100.00 feet and a central angle of 5 degrees 20 minutes 53 seconds; thence North 11 degrees 16 minutes 24 seconds West, tangent to said last described curve 68.42 feet; thence northerly 45.32 feet along a tangential curve, concave to the east, having a radius of 100.00 feet and a central angle of 25 degrees 57 minutes 56 seconds; thence North 14 degrees 41 minutes 31 seconds East, tangent to said last described curve 31.54 feet; thence northeasterly 52.85 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 30 degrees 16 minutes 59 seconds; thence North 44 degrees 58 minutes 30 seconds East, tangent to said last described curve 43.29 feet; thence northeasterly 44.51 feet along a tangential curve, concave to the northwest, having a radius of 100.00 feet and a central angle of 25 degrees 30 minutes 00 seconds; thence North 19 degrees 28 minutes 30 seconds East, tangent to said last described curve 247.38 feet; thence northeasterly 39.56 feet along a tangential curve, concave to the southeast, having a radius of 100.00 feet and a central angle of 22 degrees 39 minutes 53 seconds; thence North 42 degrees 08 minutes 23 seconds East, tangent to said last described curve 32.06 feet; thence northerly 116.89 feet along a tangential curve, concave to the west, having a radius of 60.00 feet and a central angle of 111 degrees 37 minutes 18 seconds; thence North 69 degrees 28 minutes 55 seconds West, tangent to said last described curve 37.21 feet;

thence northwesterly 75.40 feet along a tangential curve, concave to the northeast, having a radius of 55.00 feet and a central angle of 78 degrees 32 minutes 38 seconds; thence North 9 degrees 03 minutes 44 seconds East, tangent to said last described curve 17.56 feet; thence northerly 51.25 feet along a tangential curve, concave to the west, having a radius of 55.00 feet and a central angle of 53 degrees 23 minutes 14 seconds; thence North 44 degrees 19 minutes 31 seconds West, tangent to said last described curve 87.41 feet; thence northwesterly 2.18 feet along a tangential curve, concave to the southwest, having a radius of 75.00 feet and a central angle of 1 degrees 39 minutes 46 seconds to the north line of said Southwest Quarter of the Southeast Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west and north lines of said Southwest Quarter of the Southeast Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Northwest Quarter of the Southeast Quarter of Section 8, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Northwest Quarter of the Southeast Quarter; thence North 87 degrees 59 minutes 00 seconds East, assumed bearing along the south line of the Northwest Quarter of the Southeast Quarter, a distance of 73.70 feet to the point of beginning of the centerline to be described; thence northwesterly 39.45 feet along a non-tangential curve, concave to the southwest, having a radius of 75.00 feet, a central angle of 30 degrees 08 minutes 22 seconds and a chord which bears North 61 degrees 03 minutes 28 seconds West; thence North 76 degrees 07 minutes 39 seconds West, tangent to said last described curve 17.51 feet; thence northwesterly 26.76 feet along a tangential curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 15 degrees 19 minutes 57 seconds to the west line of said Northwest Quarter of the Southeast Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the south and west lines of said Northwest Quarter of the Southeast Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Northeast Quarter of the Southwest Quarter of Section 8, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southeast corner of said Northeast Quarter of the Southwest Quarter; thence North 3 degrees 45 minutes 51 seconds West, assumed bearing along the east line of the Northeast Quarter of the Southwest Quarter, a distance of 35.53 feet to the point of beginning of the centerline to be described; thence northwesterly 25.58 feet along a non-tangential curve, concave to the northeast, having a radius of 100.00 feet, a central angle of 14 degrees 39 minutes 17 seconds and a chord which bears

North 53 degrees 28 minutes 03 seconds West; thence North 46 degrees 08 minutes 25 seconds West, tangent to said last described curve 90.44 feet; thence northwesterly 18.48 feet along a tangential curve, concave to the southwest, having a radius of 100.00 feet and a central angle of 10 degrees 35 minutes 24 seconds; thence North 56 degrees 43 minutes 49 seconds West, tangent to said last described curve 75.03 feet; thence northwesterly 17.87 feet along a tangential curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 10 degrees 14 minutes 10 seconds; thence North 46 degrees 29 minutes 39 seconds West, tangent to said last described curve 52.19 feet; thence northwesterly 65.61 feet along a tangential curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 37 degrees 35 minutes 29 seconds; thence North 8 degrees 54 minutes 11 seconds West, tangent to said last described curve 20.39 feet; thence northerly 64.53 feet along a tangential curve, concave to the east, having a radius of 200.00 feet and a central angle of 18 degrees 29 minutes 12 seconds; thence northerly 118.27 feet along a reverse curve, concave to the west, having a radius of 200.00 feet and a central angle of 33 degrees 52 minutes 56 seconds; thence North 24 degrees 17 minutes 54 seconds West, tangent to said last described curve 12.72 feet; thence northwesterly 55.57 feet along a tangential curve, concave to the southwest, having a radius of 80.00 feet and a central angle of 39 degrees 47 minutes 54 seconds; thence North 64 degrees 05 minutes 48 seconds West, tangent to said last described curve 5.81 feet; thence northwesterly 71.67 feet along a tangential curve, concave to the northeast, having a radius of 75.00 feet and a central angle of 54 degrees 45 minutes 20 seconds; thence North 9 degrees 20 minutes 28 seconds West, tangent to said last described curve 50.32 feet; thence northerly 9.79 feet along a tangential curve, concave to the west, having a radius of 100.00 feet and a central angle of 5 degrees 36 minutes 32 seconds; thence North 14 degrees 57 minutes 00 seconds West, tangent to said last described curve 111.42 feet; thence northerly 25.86 feet along a tangential curve, concave to the east, having a radius of 100.00 feet and a central angle of 14 degrees 48 minutes 57 seconds; thence North 0 degrees 08 minutes 03 seconds West, tangent to said last described curve 87.02 feet; thence northwesterly 76.49 feet along a tangential curve, concave to the southwest, having a radius of 100.00 feet and a central angle of 43 degrees 49 minutes 30 seconds; thence North 43 degrees 57 minutes 33 seconds West, tangent to said last described curve 66.11 feet; thence northwesterly 39.99 feet along a tangential curve, concave to the southwest, having a radius of 100.00 feet and a central angle of 22 degrees 54 minutes 48 seconds; thence North 66 degrees 52 minutes 21 seconds West, tangent to said last described curve 61.40 feet; thence northwesterly 69.32 feet along a tangential curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 39 degrees 42 minutes 59 seconds; thence North 27 degrees 09 minutes 22 seconds West, tangent to said last described curve 41.27 feet; thence northwesterly 68.52 feet along a tangential curve, concave to the southwest, having a radius of 100.00 feet and a central angle of 39 degrees 15 minutes 25 seconds; thence North 66 degrees 24 minutes 47 seconds West, tangent to said last described curve 57.00 feet; thence northwesterly 71.93 feet along a tangential curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 41 degrees 12 minutes 51 seconds; thence North 25 degrees 11 minutes 57 seconds West, tangent to said last described curve 38.13 feet; thence northerly 47.36 feet along a tangential curve, concave to the east, having a radius of 100.00 feet and a central angle of 27 degrees 28 minutes 02 seconds to the north line of said Northeast Quarter of the Southwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the east and north lines of said Northeast Quarter of the Southwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southeast Quarter of the Northwest Quarter of Section 8, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Southeast Quarter of the Northwest Quarter; thence North 88 degrees 08 minutes 39 seconds East, assumed bearing along the south line of the Southeast Quarter of the Northwest Quarter, a distance of 524.57 feet to the point of beginning of the centerline to be described; thence northeasterly 30.04 feet along a non-tangential curve, concave to the southeast, having a radius of 100.00 feet, a central angle of 17 degrees 12 minutes 51 seconds and a chord which bears North 10 degrees 32 minutes 31 seconds East; thence North 19 degrees 08 minutes 57 seconds East, tangent to said last described curve 39.52 feet; thence northerly 160.73 feet along a tangential curve, concave to the west, having a radius of 200.00 feet and a central angle of 46 degrees 02 minutes 43 seconds; thence North 26 degrees 53 minutes 47 seconds West, tangent to said last described curve 82.71 feet; thence northeasterly 121.56 feet along a tangential curve, concave to the southeast, having a radius of 70.00 feet and a central angle of 99 degrees 30 minutes 00 seconds; thence North 72 degrees 36 minutes 14 seconds East, tangent to said last described curve 672.49 feet; thence North 72 degrees 54 minutes 27 seconds East 27.98 feet to the east line of said Southeast Quarter of the Northwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the south and east lines of said Southeast Quarter of the Northwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southwest Quarter of the Northeast Quarter of Section 8, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Northeast Quarter; thence North 3 degrees 45 minutes 51 seconds West, assumed bearing along the west line of said Southwest Quarter of the Northeast Quarter, a distance of 582.32 feet to the point of beginning of the centerline to be described; thence North 72 degrees 54 minutes 27 seconds East 1066.01 feet; thence North 73 degrees 22 minutes 06 seconds East 179.81 feet to the east line of said Southwest Quarter of the Northeast Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west and east lines of said Southwest Quarter of the Northeast Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southeast Quarter of the Northeast Quarter of Section 8, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Southeast Quarter of the Northeast Quarter; thence South 5 degrees 12 minutes 50 seconds East, assumed bearing along the west line of said Southeast Quarter of the Northeast Quarter, a distance of 412.38 feet to the point of beginning of the centerline to be described; thence North 73 degrees 22 minutes 06 seconds East 861.36 feet; thence northeasterly 389.93 feet along a tangential curve, concave to the northwest, having a radius of 980.00 feet and a central angle of 22 degrees 47 minutes 51 seconds to the east line of said Southeast Quarter of the Northeast Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west and east lines of said Southeast Quarter of the Northeast Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southwest Quarter of the Northwest Quarter of Section 9, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northwest corner of said Southwest Quarter of the Northwest Quarter; thence South 6 degrees 39 minutes 23 seconds East, assumed bearing along the west line of said Southwest Quarter of the Northwest Quarter, a distance of 22.56 feet to the point of beginning of the centerline to be described; thence northeasterly 37.11 feet along a non-tangential curve, concave to the northwest, having a radius of 980.00 feet, a central angle of 2 degrees 10 minutes 11 seconds and a chord which bears North 49 degrees 29 minutes 10 seconds East to the north line of said Southwest Quarter of the Northwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the west and north lines of said Southwest Quarter of the Northwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Northwest Quarter of the Northwest Quarter of Section 9, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Northwest Quarter of the Northwest Quarter; thence North 86 degrees 51 minutes 14 seconds East, assumed bearing along the south line of said Northwest Quarter of the Northwest Quarter, a distance of 30.87 feet to the point of beginning of the centerline to be described; thence northeasterly 936.37 feet along a non-tangential curve, concave to the northwest, having a radius of

980.00 feet, a central angle of 54 degrees 44 minutes 42 seconds and a chord which bears North 21 degrees 01 minutes 43 seconds East; thence North 6 degrees 20 minutes 37 seconds West, tangent to said last described curve 465.59 feet; thence northerly 35.20 feet along a tangential curve, concave to the east, having a radius of 975.00 feet and a central angle of 2 degrees 04 minutes 07 seconds to the north line of said Northwest Quarter of the Northwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the south and north lines of said Northwest Quarter of the Northwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Southwest Quarter of the Southwest Quarter of Section 4, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the southwest corner of said Southwest Quarter of the Southwest Quarter; thence North 86 degrees 59 minutes 12 seconds East, assumed bearing along the south line of said Southwest Quarter of the Southwest Quarter, a distance of 453.79 feet to the point of beginning of the centerline to be described; thence northeasterly 981.72 feet along a non-tangential curve, concave to the southeast, having a radius of 975.00 feet, a central angle of 57 degrees 41 minutes 26 seconds and a chord which bears North 24 degrees 34 minutes 12 seconds East; thence North 53 degrees 24 minutes 55 seconds East tangent to said last described curve 394.11 feet; thence northeasterly 267.95 feet along a tangential curve, concave to the northwest, having a radius of 600.00 feet and a central angle of 25 degrees 35 minutes 13 seconds; thence North 27 degrees 49 minutes 42 seconds East tangent to said last described curve 77.47 feet to the north line of said Southwest Quarter of the Southwest Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the south and north lines of said Southwest Quarter of the Southwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the North Half of the Northeast Quarter of the Southwest Quarter of Section 4, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northeast corner of said North Half of the Northeast Quarter of the Southwest Quarter; thence South 1 degrees 18 minutes 57 seconds West, assumed bearing along the east line of said North Half of the Northeast Quarter of the Southwest Quarter, a distance of 631.18 feet to the point of beginning of the centerline to be described; thence North 89 degrees 27 minutes 50 seconds West 222.56 feet; thence westerly 44.31 feet along a tangential curve, concave to the south, having a radius of 1020.00 feet and a central angle of 2 degrees 29 minutes 21 seconds; thence South 88 degrees 02 minutes 49 seconds West tangent to said last described curve 430.37; thence southwesterly 28.66 feet along a tangential curve, concave to the southeast,

having a radius of 100.00 feet and a central angle of 16 degrees 25 minutes 23 seconds; thence South 71 degrees 37 minutes 26 seconds West, tangent to said last described curve 30.41 feet; thence northwesterly 27.45 feet along a tangential curve, concave to the northeast, having a radius of 20.00 feet and a central angle of 78 degrees 39 minutes 00 seconds; thence North 29 degrees 43 minutes 34 seconds West, tangent to said last described curve 20.79 feet; thence westerly 22.94 feet along a tangential curve, concave to the south, having a radius of 11.00 feet and a central angle of 119 degrees 28 minutes 01 seconds; thence South 30 degrees 48 minutes 25 seconds West tangent to said last described curve 41.55; thence northwesterly 34.56 feet along a tangential curve, concave to the northeast, having a radius of 11.00 feet and a central angle of 180 degrees 00 minutes 00 seconds; thence North 30 degrees 48 minutes 25 seconds East, tangent to said last described curve 47.97 feet; thence northwesterly 34.56 feet along a tangential curve, concave to the southwest, having a radius of 11.00 feet and a central angle of 180 degrees 00 minutes 00 seconds; thence South 30 degrees 48 minutes 25 seconds West, tangent to said last described curve 63.90 feet; thence westerly 28.99 feet along a tangential curve, concave to the north, having a radius of 11.00 feet and a central angle of 151 degrees 00 minutes 40 seconds; thence North 1 degree 49 minutes 05 seconds East, tangent to said last described curve 38.29; thence westerly 22.01 feet along a tangential curve, concave to the south, having a radius of 10.00 feet and a central angle of 126 degrees 08 minutes 12 seconds; thence South 55 degrees 40 minutes 54 seconds West, tangent to said last described curve 114.55 feet; thence southwesterly 27.34 feet along a tangential curve, concave to the northwest, having a radius of 50.00 feet and a central angle of 31 degrees 19 minutes 58 seconds; thence South 87 degrees 00 minutes 52 seconds West, tangent to said last described curve 290.46 feet; thence southwesterly 143.17 feet along a tangential curve, concave to the southeast, having a radius of 175.00 feet and a central angle of 46 degrees 52 minutes 32 seconds and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the east and west lines of said North Half of the Northeast Quarter of the Southwest Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Northwest Quarter of the Southeast Quarter of Section 4, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northeast corner of said Northwest Quarter of the Southeast Quarter; thence South 0 degree 25 minutes 16 seconds West, assumed bearing along the east line of said Northwest Quarter of the Southeast Quarter, a distance of 841.09 feet to the point of beginning of the centerline to be described; North 84 degrees 48 minutes 55 seconds West, tangent to said last described curve 1277.58 feet; thence northwesterly 41.28 feet along a tangential curve, concave to the northeast, having a radius of 100.00 feet and a central angle of 23 degrees 38 minutes 58 seconds; thence northwesterly 49.39 feet along a reverse curve, concave to the southwest, having a radius of 100.00 feet and a central angle of 28 degrees 17 minutes 53 seconds to the west line of said Northwest Quarter of the Southeast Quarter and said centerline there

terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the east and west lines of said Northwest Quarter of the Southeast Quarter.

AND

A 30.00 foot wide easement for recreational trail purposes over and across that part of the Northeast Quarter of the Southeast Quarter of Section 4, Township 62 North, Range 13 West, St. Louis County, Minnesota, the centerline of said easement is described as follows:

Commencing at the northeast corner of said Northeast Quarter of the Southeast Quarter; thence South 0 degree 29 minutes 02 seconds East, assumed bearing along the east line of said Northeast Quarter of the Southeast Quarter, a distance of 779.67 feet to the point of beginning of the centerline to be described; thence South 79 degrees 34 minutes 40 seconds West 520.17; thence westerly 844.42 feet along a tangential curve, concave to the north, having a radius of 3100.00 feet and a central angle of 15 degrees 36 minutes 25 seconds; thence North 84 degrees 48 minutes 55 seconds West, tangent to said last described curve 10.45 feet to the west line of said Northeast Quarter of the Southeast Quarter and said centerline there terminating.

The side lines of said easement shall be prolonged or shortened to terminate on the east and west lines of said Northeast Quarter of the Southeast Quarter.

St. Louis County Land & Minerals Department Tax Forfeited Easement

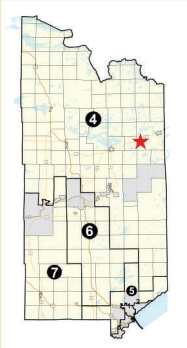
4th Commissioner District

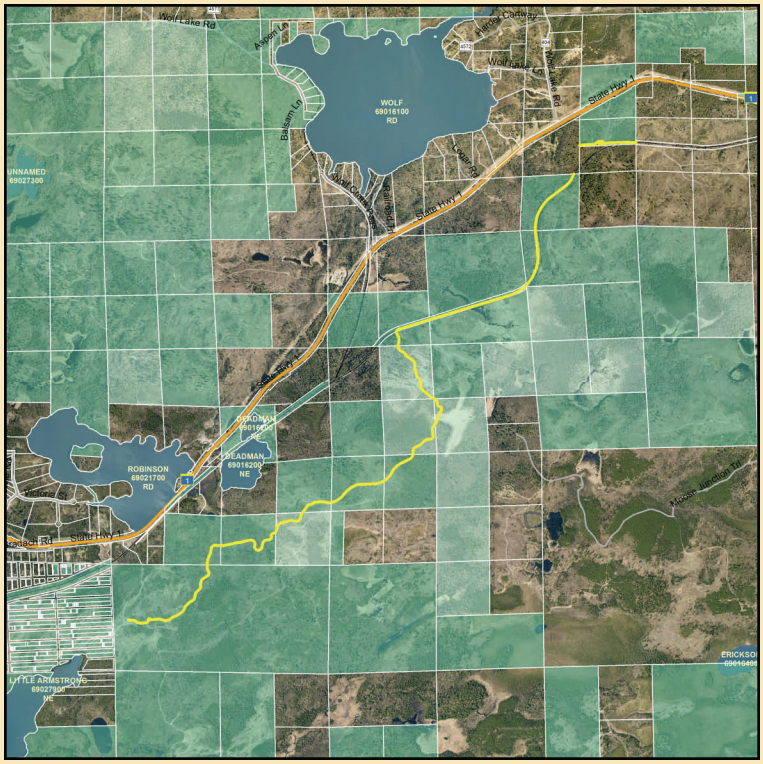
State Tax Forfeited

Easement

Project location

St. Louis County
Minnesota





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

St. Louis County
Land and Minerals
Department

BOARD LETTER NO. 16 – 474

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 11

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Acquisition of Right of Way by Condemnation Proceedings for Bridge Replacement on CSAH 99 (White Township)**

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 acquisition of the necessary right of way through eminent domain proceedings for the replacement of County Bridge 460 on County State Aid Highway (CSAH) 99 in White Township.

BACKGROUND:
The St. Louis County Public Works Department plans to reconstruct a small segment of CSAH 99 and replace County Bridge 460/State Bridge 88611) spanning the Water Hen Creek in White Township (County Project 0099-287573). Part of the right of way necessary for the 2017 construction of this project has not yet been acquired by negotiation and direct purchase. Acquiring the additional right of way by eminent domain will allow for the timely construction of this project.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the County Attorney to acquire the remaining right of way necessary for County Project 0099-287573 through eminent domain proceedings, payable from Fund 200, Agency 203001.

Acquisition of Right of Way by Condemnation Proceedings for Bridge Replacement on CSAH 99 (White Township)

BY COMMISSIONER _____

WHEREAS, The St. Louis County Public Works Department plans to reconstruct a small segment of County State Aid Highway (CSAH) 99 and replace County Bridge 460/State Bridge 88611) spanning the Water Hen Creek in White Township; and

WHEREAS, The following described parcel of needed right of way has not been acquired by negotiation and direct purchase:

Parcel 1 **Owners and Interests:**
Jack Ralph Niemi, a single person, fee owner.
P.O. Box 1582
Homer, Alaska 99603

Property Legal Description
The Southerly 240 feet (15 rods) of the Southeast Quarter of the Southeast Quarter (SE 1/4 of SE 1/4) Section 34, Township 57 North, Range 15 West; EXCEPT 2.28 acres for County Highway 16 right of way.
Abstract property
Parcel ID# 570-0012-04880

Property Physical Address:
Highway 99, Aurora, MN 55765 (Town of White)

Rights to be acquired:
All that part of the above described property lying east of a line 50.00 feet west of, and parallel with, the following described line:

Commencing at the Southeast corner of Section 34, Township 57 North, Range 15 West; thence North 00 degrees 36 minutes 42 seconds West, assumed bearing, along the east line of said Section 34 a distance of 80.00 feet to a point; thence South 89 degrees 55 minutes 02 seconds West a distance of 0.82 feet to the point of beginning of the line to be described; thence North 00 degrees 40 minutes 40 seconds West a distance of 321.65 feet and there terminating.

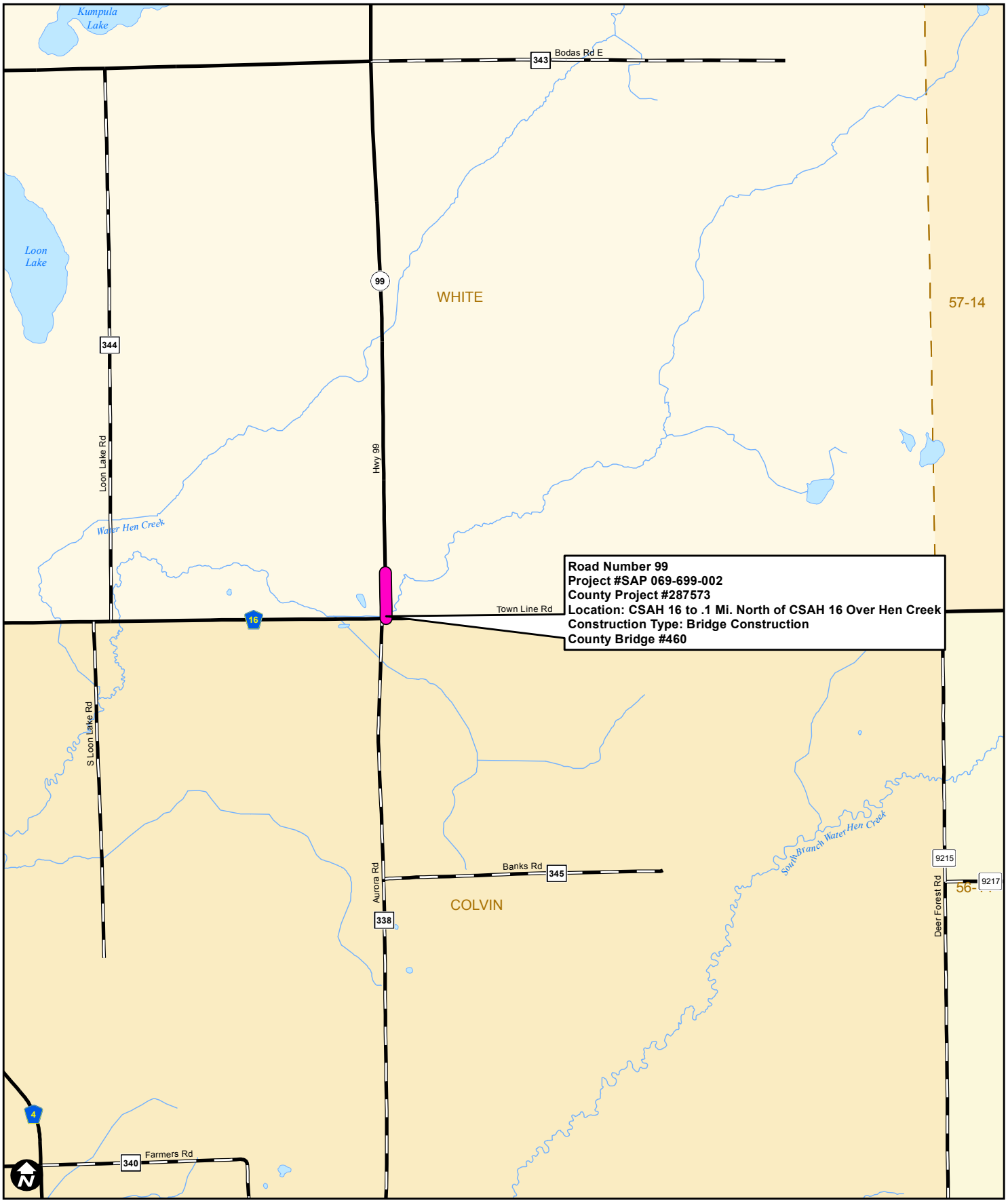
Described easement contains approximately 0.38 acre, of which, 0.25 acre is existing roadway and 0.13 acre is new highway right of way.

TOGETHER with a TEMPORARY Construction Easement over the above described property, 50.00 feet in width, west of and adjacent to the above described permanent

easement and lying between the north right of way line of CSAH 16 and a line drawn perpendicular to the CSAH 99 center line from engineer's station 3+00.

Described temporary easement contains approximately 0.25 acre and shall expire on December 31 2019.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board, pursuant to Minn. Stat. Chapter 163.02 et. al., authorizes the County Attorney to proceed under Minn. Stat. Chapter 117.02 et. al., to acquire the remaining necessary highway right of way by condemnation proceedings for County Project 0099-287573, payable from Fund 200, Agency 203001, Objects 636500, 636600, and 637500.



St. Louis County 2017 Road & Bridge Construction

0 0.125 0.25 0.5 Mile

Map Components

2017 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

BOARD LETTER NO. 16 - 475

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 12

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Cooperative Agreement with City of Duluth, Amendment No. 2 – Intersection Improvements on CSAH 34/Kenwood Avenue and Arrowhead 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 Amendment No. 2 of the Cooperative Agreement (Damion No. 2016-10112) with the City of Duluth to cover the additional cost of the project on County State Aid Highway (CSAH) 34/Kenwood Avenue at the intersection with West Arrowhead Road.

BACKGROUND:
The Public Works Department determined it was necessary to repave CSAH 34/ Kenwood Avenue starting at West Arrowhead Road and continuing north for 1,700 feet. The City of Duluth will be repaving both approaches of West Arrowhead Road and the south leg of Kenwood Avenue and will be replacing the traffic signal at this intersection. For continuity, Public Works elected to partner with the City of Duluth and incorporate the county mill overlay into the city project. The original agreement was for $75,000.

The preliminary cost estimate used to determine the estimated cost participation of St. Louis County for the repaving of Kenwood Avenue was based upon a 1.5 inch mill and overlay. The final design became a 2 inch mill and overlay to provide a longer service life for the new pavement. In addition, the actual unit price of the bituminous paving was higher than the estimated unit price used in the cost estimate of the St. Louis County cost participation.

Under Amendment No. 1, the total cost participation of St. Louis County for this project was $135,000. Under Amendment No. 2, the St. Louis County cost participation must increase by $75,000 to cover the additional quantity of bituminous pavement and the higher unit price, for a total cost participation of $210,000. Amendment No. 2 is

anticipated to cover the total cost participation of St. Louis County for this project. This additional work will be completed under the existing project, CP 0034-278317 and will be accounted for in Fund 200, Agency 203421, Local Funds.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize Amendment No. 2 of the Cooperative Agreement (Damion No. 2016-10112) with the City of Duluth to cover the additional cost of the project on CSAH 34/Kenwood Avenue at the intersection with West Arrowhead Road, for a total of $210,000, payable from Fund 200, Agency 203421, Local Funds.

Cooperative Agreement with City of Duluth, Amendment No. 2 – Intersection Improvements on CSAH 34/Kenwood Avenue

BY COMMISSIONER _____

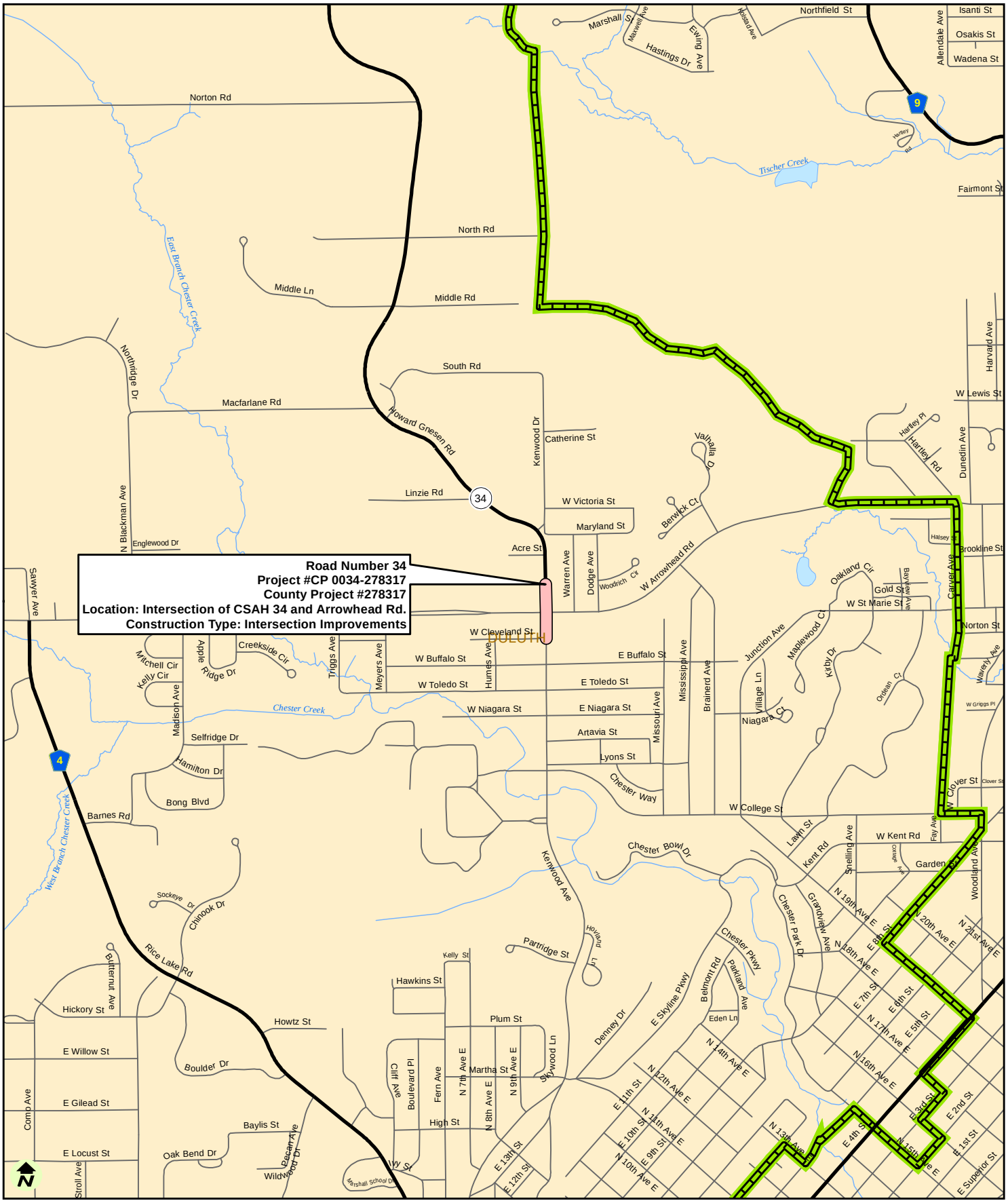
WHEREAS, The City of Duluth and St. Louis County have determined it is necessary to repave County State Aid Highway (CSAH) 34/Kenwood Avenue starting at West Arrowhead Road and continuing north for 1,700 feet; and

WHEREAS, It was determined that additional milling and bituminous pavement is needed to provide a longer service life of the pavement; and

WHEREAS, The actual unit price of the bituminous pavement was higher than the estimated unit price; and

WHEREAS, The original cost participation of St. Louis County for this project was $75,000 and Amendment No. 1 increased the total cost participation to $135,000, and Amendment No. 2 will increase the total cost participation to $210,000;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to approve Amendment No. 2 of the Cooperative Agreement (Damion No. 2016-10112) with the City of Duluth to cover the additional cost of the project on CSAH 34/Kenwood Avenue at the intersection with West Arrowhead Road, resulting in a total cost participation of $210,000. This project is identified as CP 0034-278317, payable from Fund 200, Agency 203421.



St. Louis County 2016 Road & Bridge Construction

St. Louis County Public Works - February 19, 2016

0 0.125 0.25 0.5 Mile

Map Components

2016 Road & Bridge Construction

- Intersection Improvements
- 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

BOARD LETTER NO. 16 – 476

FINANCE & BUDGET COMMITTEE CONSENT NO. 13

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Violation of St. Louis County Ordinance No. 28, The Pines of Kabetogama Resort (Kabetogama Township)**

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

Donald Dicklich
County Auditor/Treasurer

Mark Rubin
County Attorney

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

ACTION REQUESTED:
The St. Louis County Board is requested to consider penalties and/or suspension of liquor license for alleged violation of St. Louis County Ordinance No. 28 by The Pines of Kabetogama, LLC d/b/a The Pines of Kabetogama Resort, Kabetogama Township, sale to minor, August 26, 2016.

BACKGROUND:
The County Attorney and the County Auditor have received reports from the St. Louis County Sheriff's Office of an alleged violation of St. Louis County Ordinance No. 28 on August 26, 2016, by The Pines of Kabetogama, LLC d/b/a The Pines of Kabetogama Resort, Kabetogama Township.

On October 4, 2016, the St. Louis County Liquor Licensing Committee met to discuss the alleged Ordinance No. 28 violation against The Pines of Kabetogama, LLC. After consideration of the allegations and circumstances, the committee recommended a ten (10) day license suspension and $1,000 civil penalty, with nine (9) days and $1,000 of the civil penalty stayed for one (1) year on the condition that the licensee have no same or similar violations during that year. The date of the one (1) day suspension will be November 7, 2016.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize an agreement with The Pines of Kabetogama, LLC d/b/a The Pines of Kabetogama Resort, suspending its liquor license as recommended by the St. Louis County Liquor Licensing Committee.

Violation of St. Louis County Ordinance No. 28 - The Pines of Kabetogama Resort (Kabetogama Township)

BY COMMISSIONER _____

WHEREAS, The St. Louis County Liquor Licensing Committee met on October 4, 2016, to consider recommending action to be taken by the County Board as a result of an alleged liquor law violation, sale to minor, on August 26, 2016, against The Pines of Kabetogama, LLC d/b/a The Pines of Kabetogama Resort, Kabetogama Township; and

WHEREAS, The Liquor Licensing Committee recommended a ten (10) day suspension and $1,000 civil penalty, with nine (9) days of the suspension and $1,000 of the civil penalty stayed, for one year with no same or similar violations during that year, and recommended that the County Attorney's Office propose this penalty to The Pines of Kabetogama, LLC; and

WHEREAS, The Pines of Kabetogama, LLC has agreed to accept the proposal if approved by the County Board;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the appropriate county officials to execute an agreement suspending the Off-Sale Intoxicating Liquor License No. 17-CTOFSL-00200 issued to The Pines of Kabetogama, LLC d/b/a The Pines of Kabetogama Resort, Kabetogama Township, for ten (10) days and $1,000 civil penalty, with nine (9) days and $1,000 of the civil penalty stayed for one (1) year on the condition that the licensee have no same or similar violations during that year;

RESOLVED FURTHER, That the date of suspension of the liquor license will be November 7, 2016;

RESOLVED FURTHER, That a new violation within the next year (ending November 7, 2017), will result in the imposition of the remainder of the suspension and civil penalty, and may also be cause for additional action against the liquor license of the licensee pursuant to St. Louis County Ordinance Number 28, Section 13.

Minutes
October 4, 2016
ST. LOUIS COUNTY LIQUOR LICENSING COMMITTEE MEETING

****

The meeting was called to order at 8:34 a.m., by Chair Dicklich, with the following members present: Commissioner Frank Jewell, Assistant County Attorney James Nephew, Sheriff Ross Litman, and Deputy Auditor Phil Chapman,

Litman/Jewell moved to approve the minutes of the September 13, 2016 meeting. (4-0)

There was discussion regarding the alleged liquor law violation at The Pines of Kabetogama, LLC d/b/a The Pines of Kabetogama Resort, Kabetogama Township, sale to minor on August 26, 2016. Steven Strobbe, appeared on behalf of The Pines of Kabetogama, LLC. Commissioner Jewell, made a motion, supported by Sheriff Litman, to recommend to the County Board a ten (10) day suspension and $1,000.00 fine, nine (9) days and $1,000.00, stayed, if no same or similar violations occur within one year, subject to additional penalties that may be imposed by the County Board. The motion passed. (4-0)

At 8:56 Assistant County Attorney Nephew exited the meeting.

The meeting was adjourned at 8:58 a.m. (Jewell/Litman) (3-0)

_____
Donald Dicklich, Chair

_____
Wendy M. Johnson, IS II

DRAFT

BOARD LETTER NO. 16 – 477

FINANCE & BUDGET COMMITTEE CONSENT NO. 14

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Authorization to Apply to the IRRRB – Commercial Redevelopment Grant Program (Chisholm Structure)**

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

Barbara Hayden, Director
Planning and Economic Development

RELATED DEPARTMENT GOAL:
To assist communities in achieving housing, economic development and community development objectives. Secure and administer federal, state and other funding which implement county policies and maximizes local resources.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the Planning and Economic Development Director to apply for up to $125,000 in grant funding from the Iron Range Resources and Rehabilitation Board (IRRRB) Commercial Redevelopment Grant Program. The funding will be used for demolition and clearance of a blighted commercial structure in the city of Chisholm. The IRRRB funding is proposed to be combined with St. Louis County resources such as the Community Development Block Grant Program (CDBG) and Economic Development Blight Fund.

BACKGROUND:
The Planning and Economic Development Department is working in collaboration with the Land and Minerals Department to address blighted tax forfeit residential and commercial structures throughout St. Louis County. A tax forfeit commercial structure in Chisholm known as the Sabin-O'Neil Hotel and Bar located at 2 Lake Street West (PIN# 020-0010-03150) has been identified as blighted and not suitable for rehabilitation. This determination was made by the Chisholm Building Inspector. The City of Chisholm supports the demolition and is interested in acquisition of the site after completion of the demolition and site clearance for redevelopment.

St. Louis County has been an eligible applicant to the IRRRB's Residential Redevelopment Program in cooperation with local communities. The IRRRB funding provides cost sharing in demolition and clearance of these sites enabling greater impact

for both agencies. Recently, the IRRRB has expanded eligibility to counties for its Commercial Redevelopment Grant Program. St. Louis County anticipates partnering with the IRRRB and local communities to accomplish similar results with commercial redevelopment as have been achieved with residential redevelopment. The Commercial Redevelopment Grant Program requires a $2 local match for each $1 of IRRRB funding.

St. Louis County currently combines Economic Development Blight, CDBG, and local community funds in its commercial redevelopment efforts. The IRRRB Commercial Redevelopment Grant Program funding would expand this pool. Demolition costs at this time are estimated at $125,000. Final costs will be determined after a formal bidding process.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the Planning and Economic Development Department to apply for $125,000 in grant funding from the IRRRB Commercial Redevelopment Grant Program to be used for demolition and site clearance of the Sabin-O'Neil Hotel and Bar commercial structure located in Chisholm, MN.

Authorization to Apply to the IRRRB – Commercial Redevelopment Grant Program (Chisholm Structure)

BY COMMISSIONER_____

WHEREAS, The Iron Range Resources and Rehabilitation Board (IRRRB) has a Commercial Redevelopment Grant Program and St. Louis County is an eligible applicant for the program; and

WHEREAS, The Sabin-O'Neil Hotel and Bar located at 2 Lake Street West (PIN# 020-0010-03150) in Chisholm is a tax forfeit commercial structure determined to be blighted and not suitable for rehabilitation; and

WHEREAS, The St. Louis County Board authorized the demolition of these structures in Board Resolution No. 16-558; and

WHEREAS, The City of Chisholm supports the demolition and has expressed interest in acquisition of the site after demolition and clearance has been accomplished for redevelopment; and

WHEREAS, The IRRRB funding is proposed to be matched with St. Louis County funding resources to expand the county's capability to deal with blighted tax forfeit structures;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the Planning and Economic Development Department to apply for up to $125,000 in grant funding from the Iron Range Resources and Rehabilitation Board – Commercial Redevelopment Grant Program for demolition and clearance of the Sabin-O'Neil Hotel and Bar site in Chisholm, MN;

RESOLVED FURTHER, That the County Board authorizes matching funds for the IRRRB Grant from funds budgeted in the Planning and Economic Development Department for addressing blight and authorizes the Planning and Economic Development Director to execute the application documents related thereto.

O'NEIL HOTEL.
O'NEIL HOTEL
HOTEL
COFFEE SHOP
O'NEIL

BOARD LETTER NO. 16 – 478

FINANCE & BUDGET COMMITTEE CONSENT NO. 15

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Authorization to Apply to the IRRRB – Commercial Redevelopment Grant Program (Eveleth Structures)**

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

Barbara Hayden, Director
Planning and Economic Development

RELATED DEPARTMENT GOAL:
To assist communities in achieving housing, economic development and community development objectives. Secure and administer federal, state and other funding which implement county policies and maximizes local resources.

ACTION REQUESTED:
The St. Louis County Board is requested to authorize the Planning and Economic Development Director to apply for up to $100,000 in grant funding from the Iron Range Resources and Rehabilitation Board (IRRRB) Commercial Redevelopment Grant Program. The funding will be used for demolition and clearance of blighted commercial structures in the city of Eveleth. The IRRRB funding is proposed to be combined with St. Louis County resources such as the Community Development Block Grant Program (CDBG) and Economic Development Blight Fund.

BACKGROUND:
The Planning and Economic Development Department is working in collaboration with the Land and Minerals Department to address blighted tax forfeit residential and commercial structures throughout St. Louis County. Two tax forfeit commercial structures in Eveleth known as Tuna's Bar at 507 Grant Avenue (PIN# 040-0010-00250) and Bill's TV & Audio at 511 Grant Avenue (PIN# 040-0010-00240, 040-0030-00010, 040-0030-00130) have been identified as blighted and not suitable for rehabilitation. The City of Eveleth supports the demolition and is interested in acquisition of the sites after completion of the demolition and site clearance for redevelopment.

St. Louis County has been an eligible applicant to the IRRRB's Residential Redevelopment Program in cooperation with local communities. The IRRRB funding provides cost sharing for demolition and clearance of these sites enabling greater

impact for both agencies. Recently, the IRRRB has expanded eligibility to counties for its Commercial Redevelopment Grant Program. St. Louis County anticipates partnering with the IRRRB and local communities to accomplish similar results with commercial redevelopment as have been achieved with residential redevelopment program. The Commercial Redevelopment Grant Program requires a $2 local match for each $1 of IRRRB funding.

St. Louis County currently combines Economic Development Blight, CDBG, and local community funds in its commercial redevelopment efforts. The IRRRB Commercial Redevelopment Grant Program funding would expand this pool. Demolition costs at this time are estimated to be $100,000. Final costs will be determined after a formal bidding process.

RECOMMENDATION:
It is recommended that the St. Louis County Board authorize the Planning and Economic Development Department to apply for $100,000 in grant funding from the IRRRB Commercial Redevelopment Grant Program to be used for demolition and site clearance of two commercial structures located in Eveleth, MN.

Authorization to Apply to the IRRRB – Commercial Redevelopment Grant Program (Eveleth Structures)

BY COMMISSIONER_____

WHEREAS, The Iron Range Resources and Rehabilitation Board (IRRRB) has a Commercial Redevelopment Grant Program and St. Louis County is an eligible applicant for the program; and

WHEREAS, The Tuna's Bar at 507 Grant Avenue, Eveleth, MN (PIN# 040-0010-00250) and Bill's TV and Audio at 511 Grant Avenue, Eveleth, MN (PIN# 040-0010-00240, 040-0030-00010, 040-0030-00130) are tax forfeit commercial structures determined to be blighted and not suitable for rehabilitation; and

WHEREAS, The St. Louis County Board authorized the demolition of these structures in Board Resolution No. 16-558; and

WHEREAS, The City of Eveleth supports the demolition and has expressed interest in acquisition of the sites after demolition and clearance has been accomplished for redevelopment; and

WHEREAS, The IRRRB funding is proposed to be matched with St. Louis County funding resources to expand the county's capability to deal with blighted tax forfeit structures;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the Planning and Economic Development Department to apply for up to $100,000 in grant funding from the Iron Range Resources and Rehabilitation Board – Commercial Redevelopment Grant Program for demolition and clearance of the Tuna's Bar at 507 Grant Avenue, Eveleth, MN and Bill's TV and Audio at 511 Grant Avenue, Eveleth, MN;

RESOLVED FURTHER, That the County Board authorizes matching funds for the IRRRB Grant from funds budgeted in the Planning and Economic Development Department for addressing blight and authorizes the Planning and Economic Development Director to execute the application documents related thereto.

BILL'S

BOARD LETTER NO. 16 - 479

FINANCE & BUDGET COMMITTEE CONSENT NO. 16

BOARD AGENDA NO.

DATE: **October 25, 2016**

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. 16-82, dated January 26, 2016, 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. 60288.

Abatements Submitted for Approval by the St. Louis County Board on 11/1/2016

PARCEL CODE			AUD NBR		NAME	TYPE	LOCATION	APPRAISER	REASON	YEAR	REDUCTION
40	100	40	0	15969	ADAMS, SUSAN	R	Eveleth	Joel Kreiner	HOMESTEAD	2016	564.00
520	140	730	0	15970	BRAUN, JASON	R	Rice Lake	Sean Worthington	HOMESTEAD	2016	358.00
385	10	4270	09765	15967	HAUTA, SANDRA	P	Great Scott	Patrick Orent	PP CANCEL	2016	102.00
465	10	3232	0	15973	KAERCHER, AARON	R	Morse	Andrew Olson	HOMESTEAD	2016	468.00
10	790	6450	0	15968	KAMPA, BENJAMIN	R	City of Duluth	Benjamin Hansen	HOMESTEAD	2016	308.00
60	10	3765	0	15972	MILLER, BARBARA	R	Gilbert	Paul Schoonover	HOMESTEAD	2016	394.00
365	10	2710	0	15974	NIPP, ROBERT	R	FREDENBERG	Amy Wicklund	FIRE DISASTER	2015	1,024.00
395	10	4582	0	15971	SHOPA-OLSEN, RYAN	R	Hermantown	Noah Mittlefehldt	HOMESTEAD	2016	272.00

BOARD LETTER NO. 16 - 480

ENVIRONMENT & NATURAL RESOURCES COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Alternative Treatment for Repurchase of Non-Homestead Tax Forfeit Property**

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

Mark Weber, Director
Land and Minerals

Mark Rubin
County Attorney

RELATED DEPARTMENT GOAL:
To ensure that County Board directives are consistent with Minnesota state statutes.

ACTION REQUESTED:
The St. Louis County Board is requested to approve a resolution to provide for an alternative treatment for the repurchase of non-homestead tax forfeit property, according to Minn. Stat. Section 282.261, Subd. 3.

BACKGROUND:
At the County Board Workshop held on October 18, 2016, the Land and Minerals Department presented proposed guidelines for the purchase and repurchase of tax forfeit properties. The guidelines were proposed to expedite the return of these properties to the tax rolls and to reduce the proliferation of blighted tax forfeit properties in cities and townships throughout the county. One integral component of this proposal was a recommendation that the County Board adopt an alternative treatment for the repurchase of non-homestead tax forfeit properties.

The alternative treatment is provided for in Minn. Stat. Section 282.261, Subd. 3., and allows a “minimum down payment of 20 percent of the repurchase price and the balance to be paid in four (4) equal annual installments.” Adoption of such a plan will change the Land and Minerals Department current policy of providing a 10 year Contact for Deed at 10 percent interest and a 10 percent down payment. The 10 percent interest requirement would remain the same for a 4 year contract.

Should the County Board approve this change, the statute requires the “resolution to remain in force for at least one year after approval and shall be applied uniformly to all non-homestead property in the county.” This will allow for an evaluation of the policy change at the end of the one year period and for the Land and Minerals Department to report on the experience of selling tax forfeit lands using the new guidelines as presented at the October 18 workshop (County Board File No. _____).

RECOMMENDATION:
It is recommended that the St. Louis County Board approve a resolution to provide for an alternative treatment for the repurchase of non-homestead tax forfeit property, according to Minn. Stat. Section 282.261, Subd. 3., changing the current manner in which non-homestead tax forfeit properties are made available for repurchase, effective November 19, 2016.

Alternative Treatment for Repurchase of Non-Homestead Tax Forfeit Property

BY COMMISSIONER _____

WHEREAS, At the County Board Workshop held on October 18, 2016, the Land and Minerals Department presented proposed guidelines for the purchase and repurchase of tax forfeit properties that are designed to expedite the return of these properties to the tax rolls and to reduce the proliferation of blighted tax forfeit properties in cities and townships throughout the county; and

WHEREAS, An integral component of this proposal was a recommendation that the St. Louis County Board adopt an alternative treatment for the repurchase of non-homestead tax forfeit properties; and

WHEREAS, According to Minnesota statutes “non-homestead property” means all property except that which is classified for property tax purposes as non-homestead property at the time that the repurchase application is approved; and

WHEREAS; The St. Louis County Board wishes to provide for an alternative treatment for the purchase of non-homestead tax forfeit property, according to Minn. Stat. Section 282.261, Subd. 3., changing the current manner in which non-homestead tax forfeit properties are made available for repurchase;

THEREFORE, BE IT RESOLVED, That St. Louis County Board adopts the alternative treatment for the repurchase of non-homestead tax forfeit property as provided for in Minn. Stat. Section 282.261, Subd. 3., allowing a “minimum down payment of 20 percent of the repurchase price and the balance to be paid in four (4) equal annual installments,” effective November 19, 2016.

RESOLVED FURTHER, Since the statute requires the “resolution to remain in force for at least one year after approval and shall be applied uniformly to all non-homestead property in the county,” the Land and Minerals Department is directed to provide the County Board with an evaluation of this policy change at the end of the one year period, which will include a report on the experience of selling tax forfeit lands using the guidelines for the purchase and repurchase of tax forfeit properties, as presented on October 18, 2016 (County Board File. No. ____).

TAX FORFEITED LAND SALES PROGRAM

Purchasing of Tax Forfeit Property

Goals and Guidelines

St. Louis County, Minnesota

BACKGROUND: St. Louis County tax forfeited purchasing goals and guidelines below provide general guidance on a purchasing program.

GOALS

Purchasing of Tax Forfeit Property

COMMUNITY

- **Reduce and Eliminate Blight**: Assist local communities, reduce and eliminate tax forfeit property blight conditions and support local community led efforts to reduce blight.
- **Improve Public Health and Safety**: Assist local communities, address the public health and safety issues related to tax forfeited property.
- **Economic Development Coordination**: Support local community led efforts to strategically identify tax forfeit sites for development.

FINANCIAL

- **Expand Tax Base**: Assist communities expand the local tax base.
- **Strengthen Financing**: Reduce and eliminate the county's role in financing blight conditions.
- **Foster Responsible Ownership**: Promote property owners that are responsible taxpayers and property owners.

TAX FORFEIT LAND PURCHASE AND REPURCHASE GUIDELINES

PUBLIC SALE

1. **Demolition:** Properties that are determined by the county that they need to be demolished will be placed on the County Board demolition list. Properties will be demolished when appropriate funding is available and the land will be sold or retained for most appropriate use.
2. **Rehabilitation and Clean Up:** Properties requiring clean up or rehabilitation will, to the extent practicable, be cleaned-up or rehabilitated prior to being approved by the County Board for public sale.
3. **Financing:** Properties sold at a public sale are nonhomestead properties at the time of sale and must be:
   Option A. Paid in full
   Option B. Purchased with a 10 year term, 10% down and 10% interest.
   Option C: Such other financing terms as County Board may require.
4. **Purchasing Conditions:** Conditions may be imposed by the County Board on any purchased property.
5. **Previous Canceled Contract**: Purchasers may not obtain a contract with financing if they had a previous contract canceled in the past ten years or are not current on an existing contract.
6. **Prohibited Purchaser or Bidders (Delinquent Taxes)**: Any person or entity, or entity controlled by such person is a prohibited purchaser or bidder, if said person or entity is delinquent on real or personal property taxes in St. Louis County.

REPURCHASE

1. **RECOMMEND APPROVAL**
   A. Homestead property, upon application and department determination that by repurchase undue hardship or injustice resulting from the forfeiture will be corrected, or that permitting the repurchase will promote the use of the lands that will best serve the public interest. Property may be repurchased in full or on a contract with a 10 year term, 10% down, and 10% interest.
   B. Nonhomestead property, upon application and department determination that by repurchase undue hardship or injustice resulting from the forfeiture will be corrected, or that permitting the repurchase will promote the use of the lands that will best serve the public interest. Property may be repurchased in full or on a contract with a 4 year term, 20% down and 10% interest.
   C. Any property that has an approved remediation plan may be repurchased on a contract with conditions and with the financing terms for homestead and nonhomestead in A and B above.

2. **RECOMMEND DENIAL**
   A. Homestead and nonhomestead property that is substandard, hazardous, or considered by the local jurisdiction as a problem with police, fire, code, safety, or health violations without an approved remediation plan.
   B. Non-homestead property where applicant has a previous repurchase contract canceled.
   C. Any property that has been approved for public sale or demolition by the County Board.

FORFEITED LANDS LIST

A. The County Board may place tax forfeited properties on a forfeited lands list, if the Board is of the opinion that the land may be acquired by the state or any municipal subdivision for public purposes.
B. Property on the forfeited lands list is not available for repurchase for one year. If the state or municipal subdivision does not proceed to start to acquire the property within one year, the County Board will withdraw the property from the forfeited lands list. The property will then be available for repurchase.

ADMINISTRATION GUIDELINES

1. **Parcel Configuration:** Split tax parcels across structure or property should be combined by applicant into common ownership, to the extent practicable.
2. **Maintenance Costs:** Applicants applying to repurchase property must pay all county incurred maintenance costs and administrative fees.

POTENTIAL NEW CONTRACT CONDITIONS

Public Sale

1. Require the property be developed. A plan would need to be approved by the county.

Repurchase on a Contract- Existing

1. Payment of all taxes, fees and maintenance costs
2. Maintain property insurance for life of contract
3. Comply with state and local land use and code regulations
4. Consolidate tax parcels into one tax parcel

Repurchase, purchase or special legislation on Contract

1. Execute a remediation plan which must be completed in a specific time frame (six months or a year). The remediation plan may include site clean-up, repairs, demolition or other actions required to address blighted and/or hazardous conditions.
2. Execute a plan that requires development, redevelopment or rehabilitation of property.

BOARD LETTER NO. 16 – 481

FINANCE & BUDGET COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **2016 Third Quarter Budget Changes**

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

Donald Dicklich
County Auditor/Treasurer

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:
It is requested that the St. Louis County Board authorize the budgetary revenue and expenditure changes incurred in the third quarter of 2016.

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 2016 Budget Resolution (No. 766, dated Dec. 15, 2015) requires that increases to the original governmental funds revenue and expenditure budgets cannot be made without County Board approval. The attached resolution represents the transfers and budgetary changes requested during the third quarter of 2016.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the 2016 third quarter budget changes.

2016 Third 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. Transfer Planning budget from personnel to operating in the Natural Resources Block Grant to allow an increase to the contract with the North Soil & Water Conservation District ($1,000.00).
2. Change account coding for the purchase of parcels from the City of Virginia to Property Management, Agency 128025, Object 660100, with funds transferred from general fund parking assigned fund balance, Fund 100, Object 311105 (Resolution No. 16-524) ($118,846.50).
3. Increase Sheriff's Office Federal Boat & Water Supplemental Grant revenue and expense budget to account for a grant award larger than originally estimated in the 2016 adopted budget (Resolution No. 15-766) ($21,000.00).
4. Increase Sheriff's Office State Boat & Water Grant revenue and expense budget due to a vendor refund for unacceptable boat repair, which was then returned to the state ($2,000.00).
5. Change account coding for the tax abatement financing for City of Duluth – The District at Miller Hill to Fund 178, Agency 178001 (Resolution No. 16-467) ($250,000.00).
6. Use of Attorney Forfeitures fund balance for donations to St. Louis County North and South Drug Courts, Life House, and First Witness Child Advocacy Center ($26,095.69).
7. Use of fund balance to spend down Boundary Waters-Forfeiture fund due to Boundary Waters Drug Task Force joining Lake Superior Task Force ($113,149.47).
8. Increase Economic Development revenue and expense budget to account for a Minnesota Investment Funds loan payoff from the City of Buhl, which will allow the funds to be reinvested in other eligible economic development project(s) ($53,352.42).
9. Use of ditching fund balance to pay filing fee for legal proceeding ($327.00).

10. Reimburse ditching fund balance (County Drainage Authority Resolution No. 15-02) due to lower than anticipated professional services expense ($7,907.00).
11. Use of City/County Communications fund balance to replace a generator ($23,000.00).
12. Correct funding source for Public Works project SP 69-604-073 (Sidewalk Project on CSAH 4/Rice Lake Road, Resolution No. 16-408) to be partially funded by transportation sales tax ($562,700.98).
13. Increase Public Works revenue and expense budget to account for revenue received from Carlton County and Canosia Township for CP 0005-287158 ($149,470.03).
14. Increase Public Works revenue and expense budget to account for Canosia Township's portion of overage expense on SAP 69-607-051 (Chip Seal Project, Resolution No. 16-184) ($4,139.49).
15. Increase Public Health & Human Services pass-through revenue and expense budget for Supplemental Nutrition Assistance Program (SNAP) Employment and Training allocation from the MN Department of Human Services ($74,670.25).
16. Use of Public Health & Human Services technology improvements assigned fund balance for the mobility project in the Children's Service Division ($39,852.00).
17. Increase Public Health & Human Services revenue and expense budget to reflect a change in accounting for collaboratives ($726,944.00).
18. Reduce Public Health & Human Services adopted use of Innovation assigned fund balance due to a Public Health Educator position being vacant for the first quarter of 2016 ($16,275.80).
19. Use of Public Health & Human Services technology assigned fund balance to purchase computers for new hires and life cycle replacement ($273,425.00).
20. Increase Public Health & Human Services revenue and expense budgets due to an increase in the MIECHV (Maternal, Infant, and Early Childhood Home Visiting) allocation from Community Health Board ($7,500.00).
21. Increase Forest Resources revenue and expense budget to fund appraisal costs for leased lots, which are recovered when the lots are sold ($250,000.00).
22. Close out 2013A Capital Improvement Bond budget to debt service fund to repay the debt ($657,942.31).
23. Increase Capital Projects fund revenue and expense budget for a Conservation Improvement Program rebate received from Virginia Public Utilities ($7,560.37).
24. Transfer funds from Public Works building construction fund to Capital Projects for its portion of a parking lot paving project in Virginia ($40,365.25).
25. Increase 2015C Capital Improvement Bond interest revenue budget to match actual revenue received ($14,406.29).
26. Transfer forgivable septic loan funds from the Onsite Wastewater fund to new special revenue septic loan funds ($396,030.00).

	Fund	Agency	Object	Grant	Year	Expense Budget	Transfer Out	Accumulation of Fund Balance	Revenue Budget	Transfers In	Use of Fund Balance
1	100	109999	629900	10902	2016	1,000.00					
	100	109999	610000	10902	2016	(1,000.00)					
2	100	128025	660100			118,846.50					
	100	999999	311105								(118,846.50)
3	100	129999	642900	12936	2016	21,000.00					
	100	129999	540906	12936	2016				(21,000.00)		
4	100	130999	695100	13001	2015	2,000.00					
	100	130999	583100	13001	2015				(2,000.00)		
5	100	100001	500900						(250,000.00)		
	178	178001	500900						250,000.00		
6	167	167001	624900			26,095.69					
	167	999999	311200								(26,095.69)
7	170	999999	311031								(113,149.47)
	170	170001	666200			70,000.00					
	170	170001	695100			8,958.16					
	170	170001	642800			34,191.31					
8	176	176001	545131						(53,352.42)		
	176	176001	629900			53,352.42					
9	178	999999	311037								(327.00)
	178	178002	637900			327.00					
10	178	178002	626600			(7,907.00)					
	178	999999	311037					7,907.00			
11	183	183001	665900			23,000.00					
	183	999999	311200								(23,000.00)
12	220	220398	652700			(562,700.88)					
	204	204060	652806			562,700.88					
13	200	203425	551506						(139,158.03)		
	200	203425	652800			139,158.03					
	200	203425	551511						(10,312.00)		
	200	203425	652800			10,312.00					
14	220	220389	551511						(4,139.49)		
	220	220389	652700			4,139.49					
15	230	231007	628200			74,670.25					
	230	231007	540101						(74,670.25)		
16	230	999999	311401								(39,852.00)
	230	230038	634802			21,609.00					
	230	230038	623700			18,243.00					
17	230	237001	540235						(354,108.00)		
	230	237001	540236						(372,836.00)		
	230	237001	696400			363,472.00					
	230	237001	696700			363,472.00					
18	230	233001	612100			(16,275.80)					
	230	999999	311405					16,275.80			
19	230	230038	640400			273,425.00					
	230	999999	311401								(273,425.00)
20	230	233999	541222	23321	2016				(7,500.00)		
	230	233999	629900	23321	2016	7,500.00					
21	290	290003	629900			250,000.00					
	290	290003	583100						(250,000.00)		
22	318	999999	311200					657,942.31			
	318	318001	590100							(657,942.31)	
	440	440002	697600				657,942.31				
	440	440001	663100			(233,105.35)					
	440	440002	629900			(410,699.29)					
	440	440003	629900			(13,400.75)					
	440	440003	660265			(736.92)					
23	400	400015	545117						(7,560.37)		

	400	400015	663100			7,560.37					
24	405	405077	630900			(40,365.25)					
	400	400039	590500							(40,365.25)	
	405	405077	697700				40,365.25				
	400	400039	660600			40,365.25					
25	444	444001	571000						(14,406.29)		
	444	444001	629900			14,406.29					
26	285	285999	590100	28501	2014					(17,402.00)	
	285	999999	311200					17,402.00			
	286	286999	590100	28601	2012					(173,462.00)	
	286	999999	311200					173,462.00			
	287	287999	590100	28701	2014					(155,304.00)	
	287	287999	590100	28701	2012					(49,862.00)	
	287	999999	311200					205,166.00			
	616	616999	697600	61602	2012		112,610.00				
	616	616999	697600	61602	2014		270,287.00				
	616	616999	697600	61602	2015		13,133.00				
	616	999999	311200								(396,030.00)

BOARD LETTER NO. 16 - 482

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: **October 25, 2016**

RE: **Health Insurance Portability and Accountability Act (HIPAA) Policy**

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

Mark Rubin
County Attorney

Donald Dicklich
County Auditor/Treasurer

Linnea Mirsch, Interim Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:
To implement policies that ensure compliance with State and Federal data protection law.

ACTION REQUESTED:
The St. Louis County Board is requested to approve a new HIPAA Policy and rescind the current HIPAA policy which can be found in County Board File No. 58050.

BACKGROUND:
St. Louis County is required by federal law and HIPAA to ensure appropriate safeguards are in place to protect the privacy and security of protected health information. St. Louis County is a hybrid entity for the purposes of HIPAA application, meaning that only departments designated as “Covered Components” qualify as Health Care Components, as defined by federal law. Covered Components are those county departments whose functions include the provision of direct health care services or facilitate such services. Covered Components are subject to HIPAA regulations, while the remainder of St. Louis County is not subject to HIPAA. The St. Louis County HIPAA Policy will guide the Covered Components in maintaining compliance with HIPAA.

This new HIPAA policy is the product of six months of work by the HIPAA Compliance Committee with staff input from the County Attorney's and Internal Auditor's Office. Going forward the Health Care Components will be maintained by the Compliance Committee. The new policy provisions address several areas including:

- List of Covered Components, including: Public Health and Human Services, Human Resources, Jail, Attorney's Office (for attorneys assigned to Chris Jensen Health and Rehabilitation Center and Public Health & Human Services), Information Technology (for Network Administrator and all Senior System Analysts and Programmers assigned to PHHS), the Auditor's Office (Fiscal Manager assigned to PHHS), and Safety and Risk Management – Workers' Compensation and Safety staff.
- Structures updates and decisions between the Compliance Committee, HIPAA Coordinator, Privacy and Security Compliance Advisory Committee, Chief Privacy and Security Officers and Compliance Coordinating Staff.
- Clarification of the complaint and reporting procedure.
- Clarification of training requirements and the responsibility for ensuring appropriate training with department directors of Covered Component areas.

The new HIPAA policy is designed to meet the federal requirements and ensure St. Louis County is positioned for compliance and information security. The risk assessments conducted during the policy review phase will continue to inform the work of the HIPAA Compliance Committee. Information Technology will prioritize various steps in its ongoing work as well as county-wide and department specific information security, privacy and HIPAA training that will be developed in conjunction with Human Resources.

The County Administrator is authorized to assign the appropriate county official to act in the capacity of HIPAA Coordinator; this is currently the Deputy Administrator – Operations and Budget. The PHHS Deputy Director has been appointed Chief Privacy Officer and the IT Director has been appointed Chief Security Officer. Together with the Compliance Committee including the County Attorney's Office and the County Auditor's Internal Auditor, this team will continue to ensure compliance and best practices going forward.

RECOMMENDATION:
It is recommended that the St. Louis County Board approve the proposed Policy on Compliance with the Health Insurance Portability and Accountability Act (HIPAA) and rescind the current policy contained in County Board File No. 58050.

Health Insurance Portability and Accountability Act (HIPAA) Policy

BY COMMISSIONER: _____

WHEREAS, The St. Louis County Health Insurance Portability and Accountability Act (HIPAA) Compliance Committee has completed a comprehensive review of its policy and compliance with the federal Health Insurance Portability and Accountability Act (HIPAA), to ensure appropriate safeguards are in place to protect the privacy and security of protected health information; and

WHEREAS, The County has reaffirmed its designation as a “hybrid entity” for purposes of HIPAA implementation; and

WHEREAS, The Administrator’s Office has worked with the HIPAA Compliance Committee to conduct a thorough assessment of current practice and policy updates, and

WHEREAS, St. Louis County will make all reasonable efforts to comply fully and consistently with all applicable laws and regulations relating to the privacy and security of protected health information;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the adoption of the Policy on Compliance with the Health Insurance Portability and Accountability Act (HIPAA) as contained in County Board File No. _____.

RESOLVED FURTHER, That St. Louis County is designated as a “hybrid entity” for purposes of HIPAA compliance and the County Administrator or designee shall be the St. Louis County HIPAA Coordinator.

RESOLVED FURTHER, That the St. Louis County Board rescinds the previous HIPAA policy contained in County Board File No. 58050.

ST. LOUIS COUNTY COMPONENT DEPARTMENTS, DIVISIONS AND PROGRAMS SUBJECT TO HIPAA

PUBLIC HEALTH AND HUMAN SERVICES

HUMAN RESOURCES

JAIL

ATTORNEYS

Division	Health Care Components
Civil	Assistant County Attorneys assigned to Chris Jensen
PHHS	Assistant County Attorneys assigned to PHHS

IT

Division	Health Care Components
IT	Network Administrator; all Senior System Analysts and Programmers assigned to PHHS

AUDITOR

Division	Health Care Components
Accounting	Fiscal Manager

SAFETY AND RISK MANAGEMENT

Division	Health Care Components
Worker's Compensation	Worker's Comp Administrator, Worker's comp Case Manager Case workers,
Safety	Insurance and claims specialist, loss control specialists, loss control manager, Information Specialist, Director

Updated October 2016

St. Louis County
Policy on Compliance with the
Health Insurance Portability and Accountability Act (HIPAA)

Purpose
St. Louis County is required by federal law, the Health Insurance Portability and Accountability Act (HIPAA), to ensure appropriate safeguards are in place to protect the privacy and security of protected health information (PHI). Covered entities are required to reasonably safeguard PHI from any intentional or unintentional use or disclosure in violation of the law.

St. Louis County is a hybrid entity for the purposes of HIPAA application, meaning that only the departments designated as Covered Components qualify as Health Care Components, as defined by federal law. The Covered Components are those county departments whose functions include the provision of direct health care services or facilitate such services. The Covered Components are subject to HIPAA regulations, while the remainder of St. Louis County is not subject to HIPAA. This policy will guide the Covered Components in maintaining compliance with HIPAA.

Policy
St. Louis County will make all reasonable efforts to comply fully and consistently with all applicable laws and regulations relating to the privacy and security of protected health information.

Scope of Policy
This policy establishes the framework for HIPAA compliance efforts within St. Louis County's Covered Components.

Definitions

a) *Health Care Component* or *Covered Component* refers to any function, division or department that is identified in the St. Louis County Component Departments, Divisions and Programs chart (hereinafter "Component Chart") maintained by the St. Louis County HIPAA Compliance Committee. The County's Compliance Committee shall periodically review and update the Component Chart as necessary to reflect any relevant changes in departmental structure and compliance accountability.

b) *Workforce* means employees, volunteers, trainees, and other persons whose work for St. Louis County is under the direct control of a Health Care Component, regardless of whether they are paid by the County. *Workforce* excludes individuals who perform no work under the County's direct control. Independent contractors who require receipt and use of PHI in order to perform work on the County's behalf shall be treated as business associates and the County shall execute an appropriate business associate agreement.

Compliance Responsibilities
Compliance Committee: The purpose of the Compliance Committee is to provide policy direction to and oversight for HIPAA compliance. Core members of the Committee shall include the HIPAA Coordinator, the Chief Privacy and Security Officers and County Attorney staff. Compliance Coordinating Staff shall be included in meetings as necessary.

The Compliance Committee's responsibilities include: analyzing the current regulatory environment; assessing existing County policies and procedures; recommending and monitoring the development of internal systems to ensure compliance with HIPAA; determining appropriate strategies to promote compliance with HIPAA and detect potential violations; developing a system to solicit, evaluate and respond to complaints and problems; monitoring internal and external audits and investigations for the purpose of identifying issues and deficiencies; and implementing corrective and preventive actions.

HIPAA Coordinator: The County Administrator shall designate a HIPAA Coordinator who shall chair the Compliance Committee. The HIPAA Coordinator shall report on the status of the County's compliance with HIPAA, as necessary, to the County Administrator and County Board.

Privacy and Security Compliance Advisory Committees: These advisory committees are responsible to assist in the identification, implementation, and maintenance of county-wide and Covered Component information privacy and security policies and procedures. They also perform initial and periodic privacy and security risk assessments and conduct related ongoing compliance monitoring.

Chief Privacy and Security Officers: The County Administrator shall designate a Chief Privacy Officer and a Chief Security Officer who shall chair their respective compliance advisory committees. Position descriptions for the Chief Privacy and Chief Security Officers are maintained by the Compliance Committee. The Chief Privacy and Chief Security Officers shall report on the status of the County's compliance with HIPAA, as necessary, to the Compliance Committee. These reports shall include a summary of the Privacy and Security Compliance Advisory Committee outcomes and results of compliance reviews/audits conducted by the committees.

Compliance Coordinating Staff: The Compliance Coordinating Staff are those staff within each Health Care Component, who are either identified by their department head as responsible for HIPAA compliance, or who have privacy or security functions as part of their normal job duties, and who are responsible for the management of HIPAA compliance within the relevant Health Care Component. These individuals will serve on the Compliance Committee and/or the Privacy and Security Compliance Advisory Committees as required.

Standards, Policies and Procedures
HIPAA compliance must be tailored to specific Health Care Components and shall include: policies and procedures to ensure compliance, periodic training and education on compliance issues, and ongoing monitoring to ensure that the standards of HIPAA are applied on a day-to-day basis. Education on these policies and procedures shall be provided to all Workforce

members and additional education tailored to the needs of particular classes of Workforce members shall be provided as appropriate.

The County's HIPAA Compliance Intranet page contains the written privacy and security compliance policies and procedures for all Health Care Components. Compliance Coordinating Staff are responsible for developing and implementing the necessary structures to ensure compliance with the policies in their respective Health Care Components.

Complaints
The Compliance Committee is responsible for developing and implementing a complaint procedure and for designating a contact person or office which is responsible for receiving HIPAA compliance complaints and able to provide further information about privacy. The Chief Privacy Officer is also authorized to receive complaints.

Training and Education
Each Department or Division director of a Covered Component is responsible for identifying Workforce members in each Health Care Component who will be required to attend HIPAA training. The directors shall be responsible for ensuring that those identified Workforce members receive the necessary compliance training/education and that adequate records of such training/education are maintained. The County's Human Resources staff shall incorporate HIPAA training into the new employee orientation process. The Privacy and Security Advisory Committees shall provide support, direction, and resources for the development of privacy and security compliance training materials.

Monitoring and Auditing
Regular privacy and security compliance assessments will be conducted in each Health Care Component to evaluate the effectiveness of the HIPAA compliance efforts. Compliance assessment includes ongoing monitoring and auditing activities. The Privacy and Security Compliance Advisory Committees shall be responsible for determining and overseeing the appropriate monitoring and auditing functions for each Health Care Component.

Reporting
All Workforce members are required to promptly report any good faith belief of noncompliance with HIPAA per the appropriate reporting procedures. Additional resources for reporting are the Compliance Coordinating Staff, the Chief Privacy Officer, the Chief Security Officer, the HIPAA Coordinator and the Internal Auditor.

Reporting Workforce members may request, and will receive, such anonymity as is possible during the investigation of a concern and any subsequent corrective action. Reports will be investigated pursuant to the established policy on the internal investigation of reports relating to privacy and security compliance.

The County will tolerate no intimidation, threats, coercion, discrimination or other similar action against a person based on reporting as described above, or based on the exercise of other rights accorded to individuals under applicable privacy or security laws and regulations.

Enforcement and Discipline
HIPAA compliance efforts will be consistently enforced through appropriate sanctions and disciplinary measures when violations are identified and Workforce member culpability is established. Workforce members will also be subject to discipline for failing to participate in County compliance efforts. Enforcement measures will be determined based on the severity and nature of the violation. Any Workforce member who purposely makes a false report will be subject to appropriate discipline.

Response and Prevention
Polices will be developed as appropriate to address verified instances of non-compliance, to initiate necessary corrective action, and to prevent similar future offenses. Such response and prevention mechanisms will include the development of procedures and process improvements, additional training, and mitigation of harm resulting from breaches of privacy or security.