

**MEETING OF THE  
DULUTH ECONOMIC DEVELOPMENT AUTHORITY  
WEDNESDAY, FEBRUARY 24, 2021 – 5:15 P.M.  
VIA ELECTRONIC MEANS PURSUANT TO MINNESOTA STATUTES  
SECTION 13D.021  
AGENDA**

Please take notice that the Duluth Economic Development Authority will hold a public hearing by other electronic means pursuant to Minnesota Statutes Section 13D.021 on Wednesday, February 24, 2021, at 5:15 p.m. All persons interested may monitor and participate in the hearing by visiting: <http://dulutheda.org/live-meeting> promptly at 5:15 p.m. on Wednesday, February 24, 2021, and written comments may be submitted to DEDA in advance of the meeting via the DEDA's web site at <http://dulutheda.org/contact-us/> or via email at [cfleege@duluthmn.gov](mailto:cfleege@duluthmn.gov), and DEDA will decide if the conveyance is advisable.

The regular meeting place of DEDA is the Duluth City Council Chambers at City Hall, 411 West First Street, in Duluth, Minnesota. At this time board members of DEDA do not intend to attend the meeting in person; due to continually evolving restrictions and guidance from state and federal officials and agencies, the board members of DEDA will attend the meeting remotely via telephone or other electronic means pursuant to Minnesota Statutes Section 13D.021.

**1. CALL TO ORDER**

**2. PUBLIC TO ADDRESS THE COMMISSION**

**3. PUBLIC HEARINGS**

**4. APPROVAL OF MINUTES**

**-MEETING MINUTES FROM JANUARY 27, 2021 DEDA MEETING**

**5. APPROVAL OF CASH TRANSACTIONS**

**JANUARY 1, 2021 TO JANUARY 31, 2021**

**NEW BUSINESS**

**7. RESOLUTIONS FOR APPROVAL**

**RESOLUTION 21D-11: RESOLUTION AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT  
IN KING V. COUNTY OF ST. LOUIS, CASE NO. 69DU-CV-17-529.**

## **8. DISCUSSION**

### **DIRECTORS REPORT**

- Historic Old Central**
- Verso**
- MRO**
- Enger Update**
- Lincoln Park TIF District**

## **9. ADJORN**

# Duluth Economic Development Authority

## January 2021 Cash Activity - all DEDA Funds

ACCUMULATED TRANSACTION LISTING, G/L Date Range 1/01/21 - 1/31/21 (as of 02/08/2021)

G/L Date	Journal Number	Sub Ledg	Name	Net Amount	Description
<b>FUND 860 - OPERATING FUND</b>				<b>Beginning Balance</b>	<b>\$ 3,263,007.07</b>
01/01/21	2021-00000028	GL	Cost Allocation - DEDA	(33,333.33)	Cost Allocation - DEDA
01/04/21	2021-00000044	AP	Matthew T Cartier	(35.00)	DEDA Meeting 12/16/20
01/04/21	2021-00000044	AP	Matthew T Cartier	(35.00)	DEDA Meeting 12/28/20
01/04/21	2021-00000044	AP	Duluth Public Utilities - Comfort Systems	(822.15)	335 W Superior St 10/29-11/30/20
01/04/21	2021-00000044	AP	Zack Filipovich	(35.00)	DEDA Meeting 12/16/20
01/04/21	2021-00000044	AP	Zack Filipovich	(35.00)	DEDA Meeting 12/28/20
01/04/21	2021-00000044	AP	LHB Engineers & Architects	(2,945.00)	20 860 985 Pastoret Maintenance Repair Consulting
01/04/21	2021-00000044	AP	ChaQuana McEntyre	(35.00)	DEDA Meeting 12/16/20
01/04/21	2021-00000044	AP	ChaQuana McEntyre	(35.00)	DEDA Meeting 12/28/20
01/04/21	2021-00000044	AP	Timothy P McShane	(35.00)	DEDA Meeting 12/16/20
01/04/21	2021-00000044	AP	Timothy P McShane	(35.00)	DEDA Meeting 12/28/20
01/04/21	2021-00000044	AP	Derek Medved	(35.00)	DEDA Meeting 12/16/20
01/04/21	2021-00000044	AP	Derek Medved	(35.00)	DEDA Meeting 12/28/20
01/04/21	2021-00000044	AP	Rozalind Randorf	(35.00)	DEDA Meeting 12/16/20
01/04/21	2021-00000044	AP	Rozalind Randorf	(35.00)	DEDA Meeting 12/28/20
01/04/21	2021-00000044	AP	Baker Tilly Virchow Krause	(14,040.00)	PS to Facilitate Sale/Capital Upgrade of Duluth Paper Mill
01/04/21	2021-00000044	AP	Baker Tilly Virchow Krause	(4,140.00)	PS to Facilitate Sale/Capital Upgrade of Duluth Paper Mill
01/05/21	2021-00000098	RA	Pay Group OReilly LLC	450.20	Building Rent
01/19/21	2021-00000319	AP	Baker Tilly Virchow Krause	(10,550.00)	PS to Facilitate Sale/Capital Upgrade of Duluth Paper Mill
01/19/21	2021-00000319	AP	Baker Tilly Virchow Krause	(4,980.00)	PS to Facilitate Sale/Capital Upgrade of Duluth Paper Mill
01/19/21	2021-00000319	AP	Kenneth D. Butler, Ltd	(1,738.50)	Pastoret Terrace Atty Services
01/19/21	2021-00000319	AP	Duluth Airport Authority	(675.00)	Plowing 12/28/20
01/19/21	2021-00000319	AP	LHB Engineers & Architects	(462.00)	L30321 - Demolition of RR Bridge L8493 - Oneota St
01/19/21	2021-00000319	AP	Ricks Tree & Stump Removal	(2,475.00)	Tree Removal - Vacant Lot 301 S 58th Ave W
01/19/21	2021-00000319	AP	St. Louis County Registrar of Titles	(46.00)	DEDA Agreement AEON Doc 1033591.0
01/19/21	2021-00000319	AP	St. Louis County Registrar of Titles	(46.00)	DEDA Agreement AEON Doc 01399448
01/19/21	2021-00000386	RA	Interstate Parking	(8,819.54)	Parking Revenue
01/21/21	2021-00000455	RA	Passport Labs	187.22	December 2020 Parking Revenue
01/31/21	2021-00000679	GL	Investment Earnings for January	1,826.00	Investment Earnings for January
<b>FUND 860 - OPERATING FUND</b>				<b>Ending Balance - 1-31-2021</b>	<b>3,179,977.97</b> <b>TB</b>
<b>FUND 861 - DEBT SERVICE</b>				<b>Beginning Balance</b>	<b>921,232.81</b>
01/26/21	2021-00000523	GL	Receipt Cash for 3rd Tax Pmt From SLC for 2020 (Jan 2021 Pmt)	6,826.07	Receipt Cash for 3rd Tax Pmt From SLC for 2020 (Jan 2021 Pmt)
01/31/21	2021-00000679	GL	Investment Earnings for January	524.00	Investment Earnings for January
<b>FUND 861 - DEBT SERVICE</b>				<b>Ending Balance - 1-31-2021</b>	<b>928,582.88</b> <b>TB</b>
<b>FUND 865 - CAPITAL PROJECTS</b>				<b>Beginning Balance</b>	<b>3,158,206.26</b>
01/31/21	2021-00000679	GL	Investment Earnings for January	1,795.00	Investment Earnings for January
<b>FUND 865 - CAPITAL PROJECTS</b>				<b>Ending Balance - 1-31-2021</b>	<b>3,160,001.26</b> <b>TB</b>
<b>FUND 866 - MRO FACILITY</b>				<b>Beginning Balance</b>	<b>855,806.75</b>
01/04/21	2021-00000044	AP	Jamar Company	(7,735.00)	20 860 982 MRO Facility Maintenance
01/04/21	2021-00000044	AP	CenturyLink - Phoenix	(199.44)	Data Services
01/20/21	2020-00009741	AP	US Bank	(431.38)	Dec 2020 USB
01/31/21	2021-00000679	GL	Investment Earnings for January	482.00	Investment Earnings for January
<b>FUND 866 - MRO FACILITY</b>				<b>Ending Balance - 1-31-2021</b>	<b>847,922.93</b> <b>TB</b>
<b>FUND 867 - STOREFRONT LOANS</b>				<b>Beginning Balance</b>	<b>248,491.00</b>
01/21/21	2021-00000455	RA	Alerus Financial	1,037.10	Old City Hall Payment
01/31/21	2021-00000679	GL	Investment Earnings for January	141.00	Investment Earnings for January
<b>FUND 867 - STOREFRONT LOANS</b>				<b>Ending Balance - 1-31-2021</b>	<b>249,669.10</b> <b>TB</b>

**RESOLUTION 21D-11**

**RESOLUTION AUTHORIZING EXECUTION OF SETTLEMENT AGREEMENT  
IN KING V. COUNTY OF ST. LOUIS, CASE NO. 69DU-CV-17-529.**

RESOLVED, by the Duluth Economic Development Authority ("DEDA") that proper DEDA officials are hereby authorized to execute the attached Settlement Agreement settling the matter entitled King v. County of St. Louis, Case No. 69DU-CV-17-529 pertaining to DEDA's acquisition of the Pastoret Terrace and Robison Ballroom properties through St. Louis County

Approved by the Duluth Economic Development Authority this 24<sup>th</sup> day of February, 2021.

ATTEST:

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Executive Director

STATEMENT OF PURPOSE: The purpose of this resolution is to authorize the execution of a settlement agreement settling the lawsuit brought against St. Louis County and DEDA by a prior owner of the Pastoret Terrace and Robison Ballroom properties alleging that there were deficiencies in the process used to convey the property to DEDA out of tax forfeiture.

Pursuant to the Agreement the County is making certain concessions to the Plaintiff in settlement of the litigation. DEDA will be agreeing to assist the County in funding those obligations by agreeing that \$11,929.00 of the cost thereof can be credited against the County's obligation to DEDA to contribute \$325,000 to DEDA toward the costs of demolition and redevelopment of the property.

Resolving this litigation will facilitate DEDA holding clear title to the property.

## SETTLEMENT AGREEMENT

This Settlement Agreement concerning *King v. County of St. Louis*, Case No. 69DU-CV-17-529 (the “Action”), and related matters is entered into by and among Paul King (“King”), Copasetic, Inc. (“Copasetic”), Eric Ringsred (“Ringsred”), Temple Corp Inc. (also known as TEMPLE CORP, INCORPORATED) (“Temple”), St. Louis County (the “County”), and the Duluth Economic Development Authority (“DEDA”) as of the latest date shown on the signature pages below.

WHEREAS, on or about March 8, 2017, King, Copasetic, Ringsred, and Temple commenced the Action in the State of Minnesota District Court for the Sixth Judicial District in the County (the “Court”).

WHEREAS, the Action concerns a parcel of real property associated with the address 109 North Second Avenue East, Duluth, Minnesota 55802, and the parcel identification number 010-0930-00270 (the “Pastoret Terrace Property”).

WHEREAS, on December 7, 2020, the parties hereto participated in a mediation and reached agreement on a proposed settlement of the Action and related matters.

WHEREAS, the proposed settlement was subject to the approval of the St. Louis County Board of Commissioners.

WHEREAS, on February 9, 2021, the St. Louis County Board of Commissioners adopted Resolution No. 21-122 approving the proposed settlement.

NOW, THEREFORE, the parties hereto agree as follows:

1. King, Copasetic, Ringsred, and Temple release the County, DEDA, the Commissioner of Minnesota Management and Budget (the “MMB Commissioner”), and all of their respective past, present, and future officers, employees, and agents (the “Released Persons”) from all claims, known and unknown, foreseen and unforeseen, concerning, relating to, or arising from the Pastoret Terrace Property, including, without limitation, all claims concerning, relating to, or arising from the taxation, forfeiture, or sale of the Pastoret Terrace Property and all claims that were asserted or could have been asserted in the complaint, the amended complaint, or the second amended complaint in the Action (the “Released Claims”); provided, however, that the Released Claims do not include any claim asserted against DEDA under the Minnesota Environmental Rights Act, Minn. Stat. ch. 116B, in *Respect Starts Here v. City of Duluth*, Case No. 69DU-CV-18-953. Each of the Released Persons who is not a party hereto is an intended third-party beneficiary of this release.

2. Each of King, Copasetic, Ringsred, and Temple represents and warrants that (1) he or it, as appropriate, will not encourage, induce, assist, abet, or aid any person or other organization to assert any of the Released Claims and (2) no person or other organization associated with him or it, as appropriate—including, without limitation, counsel for any of the plaintiffs in the Action, Black River Mills, Inc., Futon Outlet Duluth, Minds Unlimited LLC, Northern Costume & Props, LLC, Pete Seeger Renaissance Charter School (also known as Sandstone Montessori Charter School), Respect Starts Here, Return Our Old Tone, Inc., and The Revolu-

tion Starts Here—will assert or encourage, induce, assist, abet, or aid any person or other organization to assert any of the Released Claims. For the avoidance of doubt, the persons and other organizations referenced in these representations and warranties include persons and other organizations existing on the date of this Settlement Agreement and persons and other organizations coming into existence after the date of this Settlement Agreement.

3. Within thirty days after the Action is dismissed with prejudice, the County shall make a payment to the County to satisfy all taxes, assessments, penalties, interest, and costs that have been assessed against the parcel of real property associated with the address 125 North Second Avenue East, Duluth, Minnesota 55805, and the parcel identification number 010-0950-00870 (the “St. Regis Apartments Property”) and are outstanding on the date of the payment. The estimated amount of the payment as of December 7, 2020, was \$51,659.02; the actual amount of the payment will be determined by the County on the date of the payment. As soon as possible after the County makes the payment, it shall provide written notice of the payment to the other parties hereto.

4. Once the County makes the payment referenced in section 3 of this Settlement Agreement, the County shall make available a fund to reimburse King, Copasetic, Ringsred, and Temple for expenses incurred by any of them in maintaining or repairing the St. Regis Apartments Property. The amount of the fund shall be \$190,000.00 less the amount of the payment made by the County under section 3 of this Settlement Agreement. Requests for reimbursement from the fund shall be handled in accordance with the protocol attached hereto as Exhibit A, which is incorporated by reference.

5. Within three business days after the parties hereto execute this Settlement Agreement, the parties hereto, through their respective counsel, shall execute a stipulation concerning dissolving the temporary restraining order entered in the Action on February 14, 2020 (the “TRO”). As soon as possible after the stipulation is executed by the parties hereto, the County shall file with the Court the stipulation and a proposed order dissolving the TRO. A form stipulation and proposed order are attached hereto as Exhibit B and Exhibit C, respectively.

6. Within three business days after the parties hereto execute this Settlement Agreement, the parties hereto, through their respective counsel, shall execute a stipulation of dismissal with prejudice of the Action and shall cooperate in causing the MMB Commissioner, through his counsel, to execute the stipulation. A form stipulation is attached hereto as Exhibit D. As soon as possible after the stipulation is executed by the parties hereto and the MMB Commissioner and the Court dissolves the TRO, one or more of King, Copasetic, Ringsred, and Temple shall file with the Court the stipulation.

7. The parties hereto and their respective counsel shall cooperate in taking any additional steps needed to dissolve the TRO and effectuate a dismissal with prejudice of the Action. No party hereto shall seek any damages, costs, disbursements, attorney’s fees, or any other relief against any other party hereto or any of the other Released Persons in the Action.

8. This Settlement Agreement is not and shall not be construed as an admission by the County, DEDA, or any of the other Released Persons that the claims asserted by King, Copasetic, Ringsred, and Temple in the Action are valid or that the County, DEDA, or any of the oth-

er Released Persons is liable to King, Copasetic, Ringsred, or Temple. The County and DEDA deny King, Copasetic, Ringsred, and Temple's allegations as set forth in their answers and other papers filed with the Court, deny any wrongdoing, and deny that King, Copasetic, Ringsred, and Temple are entitled to any relief. The County and DEDA are entering into this Settlement Agreement solely to avoid the burden and expense associated with further litigation.

9. The parties hereto represent that they have read and understand this Settlement Agreement, that they have had the opportunity to review and discuss this Settlement Agreement with their respective counsel, and that they intend to be bound by the terms of this Settlement Agreement.

10. This Settlement Agreement is the final expression of the parties hereto and the complete and exclusive statement of the agreed-upon terms. It shall supersede all prior negotiations, understandings, and agreements concerning the matters addressed herein. There are no representations, warranties, or stipulations, oral or written, not contained herein.

11. Each person executing this Settlement Agreement on behalf of an organization represents that he or she is authorized to execute this Settlement Agreement on behalf of the organization.

**PAUL KING**

\_\_\_\_\_  
Paul King

Dated: \_\_\_\_\_

**COPASETIC, INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**ERIC RINGSRED**

\_\_\_\_\_  
Eric Ringsred

Dated: \_\_\_\_\_

**TEMPLE CORP INC.**

By: \_\_\_\_\_

Its: \_\_\_\_\_

Dated: \_\_\_\_\_

**ST. LOUIS COUNTY**

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Mike Jugovich  
Chair of the St. Louis County Board of  
Commissioners

Dated: \_\_\_\_\_

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Nancy Nilsen  
St. Louis County Auditor

Dated: \_\_\_\_\_

**APPROVED AS TO FORM AND  
EXECUTION:**

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Nick D. Campanario  
Assistant County Attorney

Dated: \_\_\_\_\_

DAMION No. 2021-014331

**DULUTH ECONOMIC DEVELOPMENT  
AUTHORITY**

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Matt Cartier  
President

Dated: \_\_\_\_\_

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Zack Filipovich  
Secretary

Dated: \_\_\_\_\_

# Exhibit A

## PROTOCOL

- Parties shall meet and confer before work done and again before request for reimbursement submitted in good-faith attempt to reach agreement on request for reimbursement.
- If parties reach agreement on request for reimbursement, then SLC shall reimburse requesting party no later than 30 days after agreement.
- If parties do not reach agreement on request for reimbursement, then:
  - Requesting party shall submit written request for reimbursement and any supporting documents to Ken Butler, SLC, and DEDA by e-mail.
  - SLC and DEDA shall submit written objection and any supporting documents to Ken Butler and requesting party by e-mail no later than 14 days after request for reimbursement.
  - Requesting party may submit written response and any supporting documents to Ken Butler, SLC, and DEDA by e-mail no later than 7 days after objection.
  - Ken Butler shall issue written decision granting request for reimbursement, denying request for reimbursement, or granting in part and denying in part request for reimbursement.
  - Ken Butler's decision shall be final and binding.
  - To extent request for reimbursement is granted, SLC shall reimburse requesting party no later than 30 days after decision.
  - Ken Butler's fees shall be paid by SLC from maintenance/repair fund, and shall reduce amount available for reimbursement.
- Rules to be observed by parties and Ken Butler:
  - If work requires permit, permit must be obtained, work must be done in accordance with permit, and work must be approved by inspectors.
  - Work must be done by licensed and bonded workers/contractors.
  - Work must be completed no later than 9 months after *King* dismissed with prejudice—i.e., after stipulation of dismissal filed.

# Exhibit B

STATE OF MINNESOTA  
COUNTY OF ST. LOUIS

OTHER CIVIL  
DISTRICT COURT  
SIXTH JUDICIAL DISTRICT

Paul King, et al.,

Plaintiffs,

vs.

County of St. Louis, et al.,

Defendants.

Case No. 69DU-CV-17-529

The Honorable Jill A. Eichenwald

**STIPULATION AMONG PLAINTIFFS, ST. LOUIS COUNTY, AND DULUTH ECONOMIC DEVELOPMENT AUTHORITY CONCERNING DISSOLVING TEMPORARY RESTRAINING ORDER ENTERED ON FEBRUARY 14, 2020**

WHEREAS, on February 14, 2020, this Court entered a temporary restraining order in favor of Plaintiffs (the “TRO”). (Doc. 164.)

WHEREAS, to date, the TRO has not become effective because Plaintiffs have not given the security required by the TRO and Minn. R. Civ. P. 65.03.

WHEREAS, on December 7, 2020, Plaintiffs, St. Louis County, and the Duluth Economic Development Authority (“DEDA”) reached agreement on a proposed settlement of this action and related matters. (*See* Doc. 205.)

WHEREAS, the proposed settlement was subject to the approval of the St. Louis County Board of Commissioners. (*See id.*)

WHEREAS, on February 9, 2021, the St. Louis County Board of Commissioners adopted a resolution approving the proposed settlement.

WHEREAS, on [X] 2021, Plaintiffs, St. Louis County, and DEDA entered into a Settlement Agreement.

WHEREAS, the Settlement Agreement provides for dissolution of the TRO prior to dismissal of this action.

NOW, THEREFORE, Plaintiffs, St. Louis County, and DEDA stipulate that the TRO should be dissolved.

Dated: \_\_\_\_\_

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Miles J. Ringsred (0399640)  
*Attorney for Plaintiffs Paul King and  
Copasetic, Inc.*  
1217 East First Street  
Duluth, Minnesota 55805  
Miles.ringsred@gmail.com

Dated: \_\_\_\_\_

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WILLIAM D. PAUL (#164811)  
*Attorney for Plaintiffs Temple Corp Inc. and  
Eric Ringsred*  
1217 East First Street  
Duluth, MN 55805  
(218) 213-7258  
wdpaul\_lawfirm@hotmail.com

Dated: \_\_\_\_\_

MARK S. RUBIN  
ST. LOUIS COUNTY ATTORNEY

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Nick D. Campanario (#0316179)  
Assistant County Attorney  
St. Louis County Attorney's Office  
St. Louis County Courthouse  
100 North Fifth Avenue West, Room 501  
Duluth, Minnesota 55802-1298  
(218) 726-2323  
campanarion@stlouiscountymn.gov

Attorney for Defendant St. Louis County

Dated: \_\_\_\_\_

Rebecca St. George, City Attorney

and

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ELIZABETH A. SELLERS (#0395652)  
Assistant City Attorney  
esellers@duluthmn.gov  
Attorneys for Defendant DEDA  
411 West First Street, Rm. 440  
Duluth, MN 55802  
Telephone: 218-730-5281

# Exhibit C

STATE OF MINNESOTA  
COUNTY OF ST. LOUIS

OTHER CIVIL  
DISTRICT COURT  
SIXTH JUDICIAL DISTRICT

Paul King, et al.,

Plaintiffs,

vs.

County of St. Louis, et al.,

Defendants.

Case No. 69DU-CV-17-529

The Honorable Jill A. Eichenwald

**PROPOSED ORDER DISSOLVING TEMPORARY  
RESTRAINING ORDER ENTERED ON FEBRUARY 14, 2020**

On February 14, 2020, this Court entered a temporary restraining order in favor of Plaintiffs (the “TRO”). (Doc. 164.)

To date, the TRO has not become effective because Plaintiffs have not given the security required by the TRO and Minn. R. Civ. P. 65.03.

On December 7, 2020, Plaintiffs, St. Louis County, and the Duluth Economic Development Authority (“DEDA”) reached agreement on a proposed settlement of this action and related matters. (*See* Doc. 205.)

The proposed settlement was subject to the approval of the St. Louis County Board of Commissioners. (*See id.*)

On February 9, 2021, the St. Louis County Board of Commissioners adopted a resolution approving the proposed settlement.

On [X], 2021, Plaintiffs, St. Louis County, and DEDA entered into a Settlement Agreement.

The Settlement Agreement provides for dissolution of the TRO prior to dismissal of this action.

On [X], 2021, St. Louis County filed a Stipulation among Plaintiffs, St. Louis County, and Duluth Economic Development Authority Concerning Dissolving Temporary Restraining Order Entered on February 14, 2020.

NOW, THEREFORE, based on the stipulation and the files, records, and proceedings herein, it is ordered that the TRO is dissolved.

BY THE COURT:

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The Honorable Jill A. Eichenwald  
Judge of the District Court

# Exhibit D

STATE OF MINNESOTA  
COUNTY OF ST. LOUIS

OTHER CIVIL  
DISTRICT COURT  
SIXTH JUDICIAL DISTRICT

Paul King, et al.,

Plaintiffs,

vs.

County of St. Louis, et al.,

Defendants.

Case No. 69DU-CV-17-529

The Honorable Jill A. Eichenwald

**PARTIES' STIPULATION OF DISMISSAL WITH  
PREJUDICE UNDER MINN. R. CIV. P. 41.01(a)**

Paul King, Copasetic, Inc., Eric Ringsred, Temple Corp Inc., St. Louis County, the Duluth Economic Development Authority, and the Commissioner of Minnesota Management and Budget, in his official capacity, stipulate that this action is dismissed with prejudice without order of Court under Minn. R. Civ. P. 41.01(a).

Dated: \_\_\_\_\_, 2021

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Miles J. Ringsred (0399640)  
*Attorney for Plaintiffs Paul King and  
Copasetic, Inc.*  
1217 East First Street  
Duluth, Minnesota 55805  
Miles.ringsred@gmail.com

Dated: \_\_\_\_\_, 2021

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WILLIAM D. PAUL (#164811)  
*Attorney for Plaintiffs Temple Corp Inc. and  
Eric Ringsred*  
1217 East First Street  
Duluth, MN 55805  
(218) 213-7258  
wdpaul\_lawfirm@hotmail.com

Dated: \_\_\_\_\_, 2021

MARK S. RUBIN  
ST. LOUIS COUNTY ATTORNEY

---

Nick D. Campanario (#0316179)  
Assistant County Attorney  
St. Louis County Attorney's Office  
St. Louis County Courthouse  
100 North Fifth Avenue West, Room 501  
Duluth, Minnesota 55802-1298  
(218) 726-2323  
campanarion@stlouiscountymn.gov

Attorney for Defendant St. Louis County

Dated: \_\_\_\_\_, 2021

Rebecca St. George, City Attorney

and

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ELIZABETH A SELLERS (#0395652)  
Assistant City Attorney  
esellers@duluthmn.gov  
Attorneys for Defendant DEDA  
411 West First Street, Rm. 440  
Duluth, MN 55802  
Telephone: 218-730-5281

Dated: \_\_\_\_\_, 2021

KEITH ELLISON  
Attorney General  
State of Minnesota

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THOMAS S. MADISON  
Assistant Attorney General  
Atty. Reg. No. 0388049

445 Minnesota Street, Suite 900  
St. Paul, Minnesota 55101-2128  
(651) 757-1301 (Voice)  
(651) 297 8265 (Fax)  
thomas.madison@ag.state.mn.us

ATTORNEY FOR DEFENDANT STATE OF  
MINNESOTA COMMISSIONER OF  
MANAGEMENT AND BUDGET



*Resolution  
of the  
Board of County Commissioners  
St. Louis County, Minnesota*

*Adopted on: February 9, 2021 Resolution No. 21-122  
Offered by Commissioner: Jewell*

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**Paul King et al. Settlement Agreement**

WHEREAS, An action captioned *King v. County of St. Louis*, Case No. 69DU-CV-17-527, is pending in the State of Minnesota District Court for the Sixth Judicial District in St. Louis County; and

WHEREAS, The plaintiffs in the action are Paul King, Copasetic, Inc., Eric Ringsred, and Temple Corp Inc., and the defendants are St. Louis County and the Duluth Economic Development Authority; and

WHEREAS, The plaintiffs and the defendants have reached agreement on a proposed settlement of the action that is subject to the approval of the St. Louis County Board; and

WHEREAS, Under the proposed settlement, the plaintiffs will release their claims against St. Louis County and its officers, employees, and agents, and St. Louis County will make settlement payments in the amount of up to \$190,000.00; and

WHEREAS, a portion of this amount will be used to pay the outstanding taxes, assessments, penalties, interest, and costs assessed against the parcel of real property known as the St. Regis Apartments (PIN 010-0950-00870), and the remainder will be used to reimburse the plaintiffs for certain costs incurred in maintaining and repairing the St. Regis Apartments; and

WHEREAS, The St. Louis County Board wishes to approve the proposed settlement to avoid the expense and risk associated with further litigation.

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the proposed settlement and authorizes the appropriate county officials to negotiate and execute appropriate settlement documents and to make the settlement payments contemplated by the proposed settlement in the amount of up to \$190,000.00, with \$11,929.00 payable from Fund 178, Agency 178006, and the rest payable from Fund 720, Agency 720001, Expense Code 636200.

Commissioner Jewell moved the adoption of the Resolution and it was declared adopted upon the following vote:  
Yeas – Commissioners Jewell, Boyle, Grimm, McDonald, Musolf, Nelson and Chair Jugovich – 7  
Nays – None

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**STATE OF MINNESOTA**  
Office of County Auditor, ss.  
County of St. Louis

I, **NANCY NILSEN**, Auditor of the County of St. Louis, do hereby certify that I have compared the foregoing with the original resolution filed in my office on the 9<sup>th</sup> day of February, A.D. 2021, and that this is a true and correct copy.

WITNESS MY HAND AND SEAL OF OFFICE at Duluth, Minnesota, this 9<sup>th</sup> day of February, A.D., 2021.

NANCY NILSEN, COUNTY AUDITOR

By

Clerk of the County Board/Deputy Auditor