



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

December 20, 2011
Immediately following the Board Meeting, which begins at 9:30 A.M.
Morse Town Hall, 911 South Central Avenue, Ely, MN

Directions: Highway 169 to Ely, turn right on Central Avenue (first set of stop lights in Ely). Follow Central Avenue less than one mile, Morse Town Hall is on the right (overlooking the Ely Golf Course)

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 December 13, 2011

Health & Human Services Committee – Commissioner Dahlberg, Chair

1. CY 2012 Purchase of Service Contract with the Program for Aid to Victims of Sexual Assault [11-480]
2. CY 2012 Purchase of Service Contract with First Witness [11-481]
3. CY 2012 Purchase of Service Contract with Arrowhead Center, Inc. [11-482]

Finance & Budget Committee – Commissioner Nelson, Chair

4. 2011 Third Quarter Budget Changes [11-483]
5. 2012 Land Atlas and Plat Book Printing [11-484]
6. Virginia Courthouse Lockup Security System Upgrade [11-485]
7. Apply and Accept Imminent Public Health Threat SSTS Abatement Program Funding [11-486]

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

8. Contracts for Court Appointed Attorneys in Civil Commitment Proceedings [11-487]

Public Safety & Corrections Committee – Commissioner Sweeney, Chair

9. Agreement with City of Duluth to Participate in the 2012 Toward Zero Deaths Law Enforcement Grant Program [11-488]
10. Authorization to Apply for the 2011 Homeland Security Buffer Zone Protection Program Grant [11-489]
11. Apply and Accept FFY 2011 Emergency Management Performance Grant [11-490]

REGULAR AGENDA:

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

Public Works & Transportation Committee – Commissioner Forsman, Chair

1. **Award of Bids – CSAH 43 Reconstruction (Gnesen and Fredenberg Townships) [11-491]**
The call for bids is scheduled for December 15, 2011. The County Board will be provided with bid results and a resolution for consideration at the December 20th Committee of the Whole meeting.

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

1. **Resolution in Support of Non-Ferrous Mining in St. Louis County [11-492]**
Commissioner Forsman has requested that the County Board approve a resolution of support for non-ferrous mining operations currently under consideration for various locations in St. Louis County.
2. **Deputy Sheriff Unit Bargaining Agreement – 2010/2011 [11-493]**
Resolution authorizing the 2010-2011 Deputy Sheriff's Unit bargaining agreement.
3. **Management Compensation Plan [11-494]**
A resolution to approve an updated Management Compensation Plan for elected and appointed department heads, and unrepresented county managers. Also, to approve an updated post-retirement health care saving plan policy for appointed department heads and managers covered under the Plan.
4. **2012-2013 Labor Relations Services Agreement [11-495]**
Resolution authorizing a contract with Johnson, Killen & Seiler, P.A., for labor relations services for the years 2012 and 2013.

COMMISSIONER DISCUSSION ITEMS AND REPORTS:

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

ADJOURNED:

Because there are no Board meetings scheduled until January, the County Board may reconvene to address these agenda items. The next County Board/Committee of the Whole meeting will be held on January 3, 2012, Courthouse, Duluth.

NEXT COMMITTEE OF THE WHOLE MEETING DATES:

January 3, 2012 Commissioners' Conference Room, Courthouse, Duluth, MN
January 10, 2012 Commissioners' Conference Room, Courthouse, Duluth, MN
January 24, 2012 Grand Lake Town Hall, Highway 53, Twig, MN

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

COMMITTEE OF THE WHOLE
ST. LOUIS COUNTY BOARD OF COMMISSIONERS

Tuesday, December 13, 2011

Location: County Board Conference Room, Duluth, MN
Present: Commissioners Jewell, O'Neil, Forsman, Sweeney, Nelson and Raukar
Absent: Commissioners Dahlberg
Convened: Chair O'Neil called the meeting to order at 1:38 p.m.

CONSENT AGENDA

Nelson/Jewell moved to approve the consent agenda (5-0), with Commissioner Sweeney temporarily away from the meeting.

-Minutes of November 22, 2011

1. CY 2012 Out-of-Home and Day Treatment Contracts for Services to Families and Children
2. CY 2012 LSS Supervised Visitation Services Agreement
3. CY 2012 Minnesota Innovation Fund Transportation Allocation
4. Family Group Decision Making Grant
5. Approval of Registered Land Survey Number 47 (Morse Township)
6. Approval of Registered Land Survey Number 105 (Eagles Nest Township)
7. Approval of Registered Land Survey Number 107 (Gnesen Township)
8. Approval of Registered Land Survey Number 110 (Grand Lake Township)
9. Canister Site Solid Waste Haulage Contracts
10. 2012 Natural Resources Block Grant from Minnesota Board of Water and Soil Resources
11. Cancellation of Contract for Repurchase of State Tax Forfeited Land – Anderson
12. Cancellation of Contract for Repurchase of State Tax Forfeited Land – Rudy
13. Repurchase of State Tax Forfeited Land – Sigel
14. Repurchase of State Tax Forfeited Land – Richardson
15. Repurchase of State Tax Forfeited Land – Putnam
16. Roadway Easement across State Tax Forfeited Land (New Independence Township)
17. Special Legislation for the Sale of State Tax Forfeited Lands
18. Right of Way Acquisition – County Project 9311 (Waasa Township and City of Babbitt)
19. Sponsorship of Various Federal Enhancement Projects Planned in St. Louis County – FY 2016
20. Amended Agreement with the State of Minnesota for Acceptance of Federal Aid
21. Night Cleaning Contract – Hibbing Annex
22. Palladio Building Lease – Safety and Risk Management Division
23. Abatement List for Board Approval
24. Authorization to Apply for the 2011 Mass Sheltering Grant
25. Acceptance of 2011 Hazardous Fuels Reduction Grant
26. Establish Public Hearing to Consider Allegations of Liquor Law Violations, Vermilion Ventures, Greenwood Township, Tuesday, January 10, 2012, 9:40 a.m., St. Louis County Courthouse, Duluth, MN

REGULAR AGENDA

Commissioner Sweeney joined the meeting at 1:44 p.m.

Administrator Gray said the 2012-2013 Labor Relations Agreement is being removed from the agenda for further work.

Nelson/ Forsman moved a resolution supporting non-ferrous mining operations in St. Louis County. Commissioner Nelson said he brought this forward as this will impact St. Louis County Departments, noting the resolution is contingent upon meeting all state and federal requirements. Commissioner Forsman said he supports non-ferrous mining on the contingency that all state and federal requirements are met. Commissioner Forsman said he started with the mines when he was 19 years old, and discussed his support of the mining industry. Commissioner Raukar said there were several speakers earlier at the board meeting, and now the remaining citizens will have the opportunity to speak on the agenda item. The following citizens spoke to the board with concerns and comments on non-ferrous mining: Kristin Larsen, Anna G. Cook, Jay Benson, Dennis Szymialis, Jesse Peterson, Sandra Skinaway, J. Reyna Crow, Bob Tammen, Terry McCarthy, Walter Prentice, Cheryl Dannenbring, Bart Sutter, Jan Karon, Kathleen Abel, Tom Thompson, Vern Simula, and Dorie Reisenweber. The following citizens spoke to the board in support of non-ferrous mining: Frank Ongaro, Craig Olson, and Latisha Gietzen.

After hearing the public testimony, Commissioner Nelson moved the resolution without recommendation to give Commissioner Dahlberg an opportunity to weigh-in. Commissioner Forsman said he retired from the mines last year and things have improved significantly since he started, adding it is like comparing a Model-T to a new Cadillac. Commissioner O'Neil brought up concerns and asked County Attorney Rubin to speak on the matter. County Attorney Rubin said if the board does take action and if something does come up regarding PolyMet, or non-ferrous mining, the board may need to answer. Commissioner Nelson challenged the board to come up with language that they could agree on for next week's board meeting. Commissioner Sweeney said she needs more information, and would like further discussion after the Environment Impact Study (EIS) is complete. Commissioner Jewell said he opposes this for a number of reasons, adding it is bad policy and it is premature. Commissioner Raukar said he supports mining, but noted the ravaged landscape left by mining and the need for due diligence. Commissioner Forsman withdrew his second of the motion. County Attorney Rubin said the motion is still on the table, even without a second, as discussion has taken place. County Attorney Rubin said there are three options: to refer back to committee, table the motion, or withdraw the motion. After further discussion, Commissioner Nelson withdrew his motion. Commissioner Forsman requested administration to bring this back to committee of the whole next week to give the range citizens an opportunity to speak on the matter.

At 4:59 p.m., Nelson/Jewell moved to adjourn the committee of the whole meeting. (6-0)

Steve O'Neil, Chair of the County Board

Patricia Stolee, Clerk of the County Board

BOARD LETTER NO. 11 – 480

HEALTH & HUMAN SERVICES COMMITTEE CONSENT NO. 1

BOARD AGENDA NO.

DATE: December 20, 2011

RE: CY 2012 Purchase of Service
Contract with the Program for
Aid to Victims of Sexual
Assault

FROM: Kevin Z. Gray
County Administrator

Ann M. Busche, Director
Public Health & Human Services

RELATED DEPARTMENT GOAL:

Children will be born healthy, live a life free from abuse and neglect, and will have a permanent living arrangement. Parents will be emotionally and financially able to provide for their children.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a purchase of service contract with the Program for Aid to Victims of Sexual Assault (PAVSA) for Calendar Year 2012.

BACKGROUND:

PAVSA provides services that help people cope with the aftermath of sexual violence ranging from immediate crisis intervention to long-term counseling. The Department of Public Health and Human Services (PHHS) proposes a purchase of service contract with measurable outcomes effective January 1, 2012 for professional counseling services for victims of sexual assault for the period January 1, 2012 through December 31, 2012, at the rate of \$50.13 per one-hour session for an annual amount not to exceed \$27,274.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a purchase of service contract between PHHS and PAVSA for professional counseling services for an annual amount not to exceed \$27,274, to be accounted for in Fund 230, Agency 232006, Object 608000.

**CY 2012 Purchase of Service Contract with the
Program for Aid to Victims of Sexual Assault**

BY COMMISSIONER _____

WHEREAS, the Program for Aid to Victims of Sexual Assault (PAVSA) provides services that are considered critical to meeting the mission and core goals of the Department of Public Health and Human Services (PHHS); and

WHEREAS, it is in the best interest of the county that PHHS enter into a contract to purchase professional counseling services from PAVSA.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to execute a purchase of service contract between the Department of Public Health and Human Services and the Program for Aid to Victims for Sexual Assault for professional counseling services for the period January 1, 2012 through December 31, 2012, at the rate of \$50.13 per one-hour session for an annual amount not to exceed \$27,274, to be accounted for in Fund 230, Agency 232006, Object 608000.

CY 2012 Purchase of Service Contract with First Witness

BY COMMISSIONER _____

WHEREAS, First Witness Child Abuse Resource Center (First Witness) provides services that are considered critical to meeting the mission and core goals of the Department of Public Health and Human Services (PHHS); and

WHEREAS, it is in the best interest of the county that PHHS enter into a contract to purchase forensic child interviews and interview training from First Witness.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to execute a purchase of service contract between the Department of Public Health and Human Services and First Witness Child Abuse Resource Center for forensic child interviews up to a contract maximum of \$24,500 per year plus \$3,468 for forensic interview training for PHHS staff, for a total contract maximum of \$27,968 for the period January 1, 2012 through December 31, 2012, to be accounted for in Fund 230, Agency 232008, Object 608000.

CY 2012 Purchase of Service Contract with Arrowhead Center, Inc.

BY COMMISSIONER _____

WHEREAS, Arrowhead Center, Inc., provides drug testing and chemical dependency services that are considered critical to meeting the mission and core goals of the Department of Public Health and Human Services (PHHS); and

WHEREAS, the Arrowhead Center provides chemical dependency and substance abuse assessment, treatment, and aftercare; and

WHEREAS, PHHS clients are sometimes ordered by the court to submit to drug testing, and it is in the interest of St. Louis County to cooperate with court orders that require clients to undergo drug testing.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to execute a contract between the Department of Public Health and Human Services and Arrowhead Center, Inc., for the following services for the period January 1, 2012 through December 31, 2012:

Chemical Dependency services (Fund 230, Agency 232006, Object 608000)

\$259.22 per person receiving assessment and treatment services for chemical dependency up to \$44,585.36, plus \$253.33 per person receiving aftercare services for chemical dependency up to \$22,292.34, up to an annual maximum of \$66,878 for both services combined.

Drug testing services (Fund 230, Agency 232008, Object 602000)

Urinalysis screening & confirmation, \$35.00 per unit, up to an annual maximum of \$10,000.

BOARD LETTER NO. 11 – 483

FINANCE & BUDGET COMMITTEE CONSENT NO. 4

CONSENT BOARD AGENDA NO.

DATE: December 20, 2011 **RE:** 2011 Third Quarter Budget Changes

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor

RELATED DEPARTMENT GOAL:

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

ACTION REQUESTED:

It is requested that the St. Louis County Board authorize the budgetary revenue and expenditure changes incurred in the 3rd quarter of 2011.

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 2011 Budget Resolution (No. 574, dated Dec. 14, 2010) requires that increases to the original governmental funds revenue and expenditure budgets cannot be made without County Board approval.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the 2011 3rd quarter transfers and budgetary changes.

2011 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;

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

1. Increase expense and revenue budgets to reflect unbudgeted revenue received from the City of Chisholm for crack sealing as requested (\$324.00)
2. Increase revenue and expense budget in fund 280 Septic Loans to allow for the principal received in 2011 to be available for new septic loans (\$77,458.82).
3. Reallocation of position 0797-010 from Deputy Sheriff-Investigator to Deputy Sheriff-Sergeant (no budget adjustment as sufficient salary savings to cover).
4. Use of Attorney Forfeiture fund balance to make donation to Program for Aid to Victims of Sexual Assault for Sexual Assault Nurse Examiner program (\$5,000.00).
5. Use of Auditor's Missing Heirs fund balance to pay heir who is claiming money (\$27,504.43).
6. Use of fund balance to cover second quarter unemployment in Assisted Living (\$8,305.00).
7. Use of depreciation reserve fund balance for Duluth Courthouse cornice repair (\$6,269.00).
8. Increase revenue and expense budgets to reflect unbudgeted revenue received from City of Hermantown for engineering on Public Works project SP 69-606-018 (\$9,380.00).
9. Use of depreciation reserve fund balance to repair broken waterline at Hibbing Courthouse (\$7,114.74).
10. Increase revenue and expense budgets to match actual revenues received for June and July meth-related overtime reimbursed through Northeast Law Enforcement Administrator's Council (\$9,229.65).
11. Transfer funds from Administration to Commitment Representation to pay bills beyond what was budgeted (\$3,965.90).
12. Accumulation of fund balance due to reversal of Northeast Law Enforcement Administrator's Council Meth Grant expense that was double-entered in 2011 budget (\$88,283.35).
13. Use of Sheriff's encumbrance fund balance to offset negative expense budgets caused by receivers being entered in the wrong year (\$40,948.67).

14. Use of Recorder's Technology Fund balance for various professional services, including consultants hired to work with the "Blue Ribbon Assessment Practices" panel to generate a strategic plan (\$50,000.00).
15. Increase NEMESIS Computer Aided Dispatch budget to allow spending of revenue that was unanticipated and unbudgeted (\$17,080.00).
16. Contribution to Sheriff's encumbrance fund balance due to payment that didn't reference purchase order, causing an incorrect balance to be carried forward (\$24,051.77).
17. Increase revenue and expense budgets to match actual revenues received for 2010 South Safe & Sober Grant (\$6,395.36).
18. Increase revenue and expense budgets to reflect funds awarded to St. Louis County for the 2011 Federal Bulletproof Vest Grant program (\$3,514.35).
19. Use of Attorney Forfeiture fund balance for contribution to Arrowhead Regional Correction's Juvenile Detention Alternatives Initiative program (\$10,000.00).

BOARD LETTER NO. 11 - 484

FINANCE & BUDGET COMMITTEE CONSENT NO. 5

BOARD AGENDA NO.

DATE: December 20, 2011 **RE:** 2012 Land Atlas and Plat Book Printing

FROM: Kevin Z. Gray
County Administrator

Barbara Hayden, Director
Planning and Community Development

RELATED DEPARTMENT GOAL:

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

ACTION REQUESTED:

The St. Louis County Board is requested to approve a contract for printing the 2012 North and South St. Louis County Land Atlas and Plat Books.

BACKGROUND:

The Planning and Community Development Department, with assistance from North Point Geographic Solutions, is nearing completion of the 2012 Land Atlas and Plat Books. The Land Atlas and Plat Books have traditionally served as the primary source of land ownership information for the public. The books have been produced in 2007, 2002, 1996, 1993, 1987, and 1979 by private publishing companies which obtained land ownership data from the county. This year marks the first time St. Louis County is using in-house GIS data and software to produce the book.

Due to anticipated high demand for the books, the Planning and Community Development Department sought quotes from print vendors through a Request for Quotes process. Pro Print of Duluth has been selected as the vendor that the county will use for printing the Land Atlas and Plat Books. An initial run of 1,500 North Plat Books and 1,500 South Plat Books is planned, at an estimated printing cost of \$30,000, with the potential for additional printing based on demand for the books. It is possible that additional printing will need to occur in 2012, 2013, and 2014 depending on sales.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract with Pro Print of Duluth, MN, for an initial amount estimated to be \$30,000 for printing 1,500 North Plat Books and 1,500 South Plat Books; authorize additional supplemental printing in 2012, 2013, and 2014 if inventory and demand for the Plat Books indicates the need for additional supply; and authorize budget adjustments in the Plat Book Fund, purchase orders, and contracts as needed to print additional supplies. Payment will be made from Fund 640 to support these budget adjustments. There is currently a fund balance of approximately \$186,000 in the plat book fund, Fund 640, Object 311500.

2012 Land Atlas and Plat Book Printing

BY COMMISSIONER _____

WHEREAS, St. Louis County has historically provided data and assisted with the distribution of a St. Louis County Land Atlas and Plat Book; and

WHEREAS, the county is nearing completion of product development on the 2012 Plat Book; and

WHEREAS, after an evaluation of formal print quotes from vendors, Pro Print of Duluth, Minnesota, was selected as vendor for the project.

NOW, THEREFORE, BE IT RESOLVED, the St. Louis County Board authorizes a contract with Pro Print, Duluth, Minnesota for up to \$30,000 for the initial printing the 2012 Land Atlas and Plat Books from the Plat Book Fund, Fund 640, Agency 640001, Object 623100; and to increase the 2012 Plat Book Fund Budget, Fund 640, Agency 640001, Object 623100 to \$30,000 to provide funds for printing; and to allow the plat book budget and purchase order increases as plat book supplemental printing is needed to maintain inventory in 2012, 2013, and 2014 budget years, and that the funds be transferred from the Plat Book Fund balance, Fund 640, Object 311500.

RESOLVED FURTHER, that the appropriate county officials, after completion of the initial contract and with approval of the County Attorney, are authorized to execute and sign any contracts, work orders and/or amendments with Pro Print if supplemental printings are necessary to maintain adequate inventory.

BOARD LETTER NO. 11 – 485

FINANCE & BUDGET COMMITTEE CONSENT NO. 6

BOARD AGENDA NO.

DATE: December 20, 2011

RE: Virginia Courthouse Lock Up
Security System Upgrade

FROM: Kevin Z. Gray
County Administrator

Tony Mancuso, Director
Property Management

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:

To provide safe, secure, and code compliant facility operations.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize the purchase of a security system package upgrade for the Virginia Courthouse Lock Up.

BACKGROUND:

The Virginia Courthouse jail security system is 15 years old and the manufacturer has deemed the system obsolete. Property Management has purchased several spare components, but several system failures have recently taken place. If the system fails, all video, audio, and remote door controls cease operation. A security system upgrade would provide a functioning system for the next 12 to 15 years.

Arrowhead Radio & Security of Duluth, Minnesota, is the only vendor that can provide this equipment, which is the same system equipment (Unique Security Incorporated) installed at the Duluth Jail. In addition, this will allow maintenance staff to be cross trained on the two systems, and allow standardization of spare components and parts inventories.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the purchase of a new security system for the Virginia Courthouse Lock Up, including installation, warranty, and training from Arrowhead Radio & Security of Duluth, Minnesota in the amount of \$94,546, payable from Fund 100, Agency 129003.

Virginia Courthouse Lock Up Security System Upgrade

BY COMMISSIONER _____

WHEREAS, the Virginia Courthouse Lock Up (jail) security system is 15 years old and has been deemed to be obsolete, with no further availability of replacement parts; and

WHEREAS, the security system is an essential safety and security component of the Virginia Courthouse Lock Up; and

WHEREAS, Arrowhead Radio & Security, a sole source vendor for this security system, has provided a quote for system component replacement, warranty, and training, in the amount of \$94,546.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes an agreement with Arrowhead Radio & Security of Duluth, Minnesota, in the amount of \$94,546, to purchase a replacement security system (Unique Security Incorporated) for the Virginia Courthouse Lock Up, payable from Fund 100, Agency 129003.

BOARD LETTER NO. 11 - 486

FINANCE BUDGET COMMITTEE CONSENT NO. 7

BOARD AGENDA NO.

DATE: December 20, 2011

RE: Apply and Accept Imminent
Public Health Threat SSTS
Abatement Program Funding

FROM: Kevin Z. Gray
County Administrator

Ted Troolin, Director
Environmental Services

RELATED DEPARTMENT GOAL:

To secure and administer federal, state and other funding which implements county policies and maximizes local resources. Administer county ordinances and state regulations pertaining to land use in the most effective and efficient manner.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize application for and acceptance of Minnesota Board of Water and Soil Resources (BWSR) funding to establish an Imminent Public Health Threat Subsurface Sewage Treatment System (SSTS) Abatement Program.

BACKGROUND:

Earlier this year BWSR, through its Clean Water Fund, solicited funding requests for projects to abate failing SSTS for low income homeowners. Eligible applicants included local units of government working under a current state approved and locally adopted local water management plan.

The St. Louis County Comprehensive Water Management Plan (Update 2010-2020) identifies in Priority Concern #2: Wastewater Management, the need to provide financial assistance to homeowners who need to upgrade or replace failing or non-conforming septic systems. The county has had success with the existing Septic Loan program which provides low-interest loans to qualifying homeowners. However, there continue to be properties with failing SSTS where the owners do not qualify for loan funding. BWSR grant funds can provide a means to remediate the SSTS for this underserved group.

The St. Louis County Environmental Services Department, in partnership with the Planning and Community Development Department and the Arrowhead Economic

Opportunity Agency (AEOA), developed a \$78,582 proposal for submission to BWSR for grant funds to repair or replace SSTS that are identified as Imminent Public Health Threats. If approved by the Board, the BWSR grant will be leveraged with matching funding requested from the County HRA. AEOA will serve as administrator of the program funds. The funding match to the project would consist of \$56,000 from the St. Louis County HRA fund balance, for a combined project investment of \$134,582 between BWSR and HRA funds.

This program will target low-income SSTS home owners whose systems are identified as Imminent Public Health Threats (IPHT). There are currently twenty such properties identified in the county. Some of these properties have financial situations which preclude qualification for the county's Septic Loan Program. The Imminent Public Health Threat SSTS Abatement Program will provide successful applicants a means to obtain site evaluation, design, installation, repair and replacement of their failed systems, and improve the health, safety and quality of the local environment. It is anticipated that through this project, a minimum of seven (7) homes in St. Louis County will gain septic system repair or replacements during 2012.

Historically, approximately 20% of AEOA's annual CDBG allocation has been used to replace non-conforming individual septic treatment systems. Additional funds through the proposed project will increase the benefit of CDBG funding and allow for timely rehabilitation of failing septic systems for qualifying homes. Based on the continuation of the BWSR grant program, the county plans to submit future annual funding requests to facilitate ongoing assistance for low income IPHT property owners.

Due to deadline constraints, the Department submitted the BWSR grant to meet a September 20, 2011 BWSR deadline. The application was reviewed at the October 27, 2011 the county's Septic Subcommittee meeting and the group supported the application. On December 14, 2011, BWSR informed the Department of a funding award of \$78,582. Following Board approval of the application for and acceptance of this funding, the Planning and Community Development Department will bring a request for \$56,000 in HRA matching funding to a January 2012 Board meeting.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize application and acceptance of the grant, execution of the grant agreement and related documents by appropriate county officials, and amendment to the Environmental Services Department budget reflecting inclusion of grant funds in Fund 616, Agency 616999, Object 530102, Grant 61602, year 2012.

**Apply and Accept Imminent Public Health Threat
SSTS Abatement Program Funding**

BY COMMISSIONER _____

WHEREAS, the Minnesota Board of Water and Soil Resources has awarded a grant in the amount of \$78,582 to St. Louis County for the improvement of subsurface sewage treatment systems.

NOW, THEREFORE, BE IT RESOLVED, the St. Louis County Board authorizes application and acceptance of a Board of Water and Soil Resources Grant in the amount of \$78,582 and authorizes appropriate county officials to execute the grant agreement and related documents.

RESOLVED FURTHER, the St. Louis County Board authorizes the Planning and Community Development Department to request a local match of \$56,000 from the St. Louis County Housing & Redevelopment Authority.

RESOLVED FURTHER, the Environmental Services Department 2012 budget includes receipt of \$78,582 from the Board of Water and Soil Resources Grant, with said funds to be deposited into Fund 616, Agency 616999, Grant Object 530102, Grant 61602, year 2012.

GRANT APPROVAL FORM

GRANT NAME: SSTS Abatement GRANT AMOUNT: \$78,582
 GRANTOR: MN Board of Water & Soil MATCH AMOUNT: \$56,000
 FUND: 616 AGENCY: 61699 GRANT: 61602 GRANT YEAR: 2012
 AGENCY NAME: ISTS Grants
 CONTACT PERSON: Mark St. Lawrence PHONE: 218-749-0647
 GRANT PERIOD: BEGIN DATE: 02/01/2012 END DATE: 12/31/2014
 STATE GRANT AWARD NUMBER OR FEDERAL CFDA # not yet assigned

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

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

GRANTS OF \$25,000 OR LESS

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

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

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

YES NO

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

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

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

NEW GRANTS GREATER THAN \$25,000

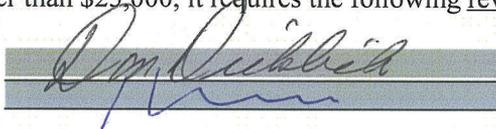
All new grants that exceed \$25,000 and all recurring grants that exceed \$25,000 that contain changes in the grant's requirements which may affect either County resources or the scope of the grant need two (2) board resolutions. One board resolution is required to apply for the grant and a second resolution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

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

YES NO

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

County Auditor



Date: 12-15-11

County Administrator

Date: 15-AEZ 2011

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

RECURRING GRANTS GREATER THAN \$25,000

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

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

YES NO

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

County Auditor



Date: 

County Administrator



Date: 

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

BOARD LETTER NO. 11 - 487

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE CONSENT NO. 8

BOARD AGENDA NO.

DATE: December 20, 2011 **RE:** **Contracts for Court Appointed
Attorneys in Civil Commitment
Proceedings**

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

**Mark Rubin
County Attorney**

RELATED DEPARTMENT GOAL:

To provide efficient, effective government.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize legal service contracts to provide civil commitment representation for individuals alleged to be mentally ill, mentally retarded, mentally ill and dangerous, chemically dependent, and sexually dangerous/sexual psychopathic personalities.

BACKGROUND:

Adult mental health legal services for the representation of individuals in commitment hearings are governed by Minn. Stat. § 253B. St. Louis County used the services of Michael Lien in the Duluth area, and another Range area attorney for civil commitment services for many years.

In 2009, the County Attorney's Office developed and issued, in conjunction with County Administration, a Legal Services Request for Proposal and solicited proposals for civil commitments and other services. A review committee, comprised of members of the Sixth Judicial District Administration, the Public Defender's Office, Public Health and Human Services, the County Attorney's Office and County Administration, met to review and make recommendations for these contract services. In 2011 Michael Lien agreed to enter into a contract with St. Louis County for these services. Therefore, St. Louis County will enter into a Joint Powers Agreement with Carlton, Cook and Lake to cover the Michael Lien Civil Commitment work. In addition, St. Louis County entered into a contract with Todd Deal to provide civil commitment services on the Range.

The need for these services still exists and the current contracts expire on December 31, 2011.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the appropriate county officials to renew its Joint Powers Agreement with Carlton, Cook and Lake Counties for purposes of a joint civil commitment contract for a three year period, and enter into one-year contracts with Michael Lien, Attorney at Law to provide services to St. Louis, Carlton, Cook and Lake Counties at the rate of \$31,304.80 and Todd Deal, Attorney at Law (for just St. Louis County) at the rate of \$15,000.

In addition the contracts will specify the cost of representation of individuals alleged to be sexually dangerous and/or sexual psychopathic personalities, whose petitions would be handled at the rate of \$60.00/hour with a \$3,000 per case cap. Funding is available in the County Attorney's budget, Fund 100, Agency 110001, Object 626100.

Contracts for Court Appointed Attorneys in Civil Commitment Proceedings

BY COMMISSIONER _____

WHEREAS, St. Louis County has traditionally used outside professional legal services to provide civil commitment representation for individuals alleged to be mentally ill, mentally retarded, mentally ill and dangerous, chemically dependent, and sexually dangerous/sexual psychopathic personalities; and

WHEREAS, in the past, St. Louis County has shared an arrangement with Carlton, Cook and Lake Counties for these services; and

WHEREAS, the need for these services still exists, and it is in the best interest of the citizens of St. Louis County to establish a Joint Powers Agreement with Carlton, Cook and Lake Counties for the purpose of entering into a professional services contract with Michael Lien, Attorney at Law; and

WHEREAS, as is past practice, an additional contract with an attorney located on the Range is practical for providing civil commitment services in this area of the county.

NOW, THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to renew its Joint Powers Agreement with Carlton, Cook and Lake Counties for purposes of a joint civil commitment contract for a three year period.

RESOLVED FURTHER that the appropriate county officials are authorized to enter into a one-year contract with Michael Lien, Attorney at Law to provide services to St. Louis, Carlton, Cook and Lake Counties at the rate of \$31,304.80.

RESOLVED FURTHER that the appropriate county officials are authorized to enter into a one-year contract with Todd Deal, Attorney at Law (for just St. Louis County) at the rate of \$15,000.

RESOLVED FURTHER that both contracts will specify the cost of representation of individuals alleged to be sexually dangerous and/or sexual psychopathic personalities, whose petitions would be handled at the rate of \$60.00/hour with a \$3,000 per case cap.

RESOLVED FURTHER that all funds under these contracts will be payable from Fund 100, Agency 110001, Object 626100.

BOARD LETTER NO. 11 – 488

PUBLIC SAFETY & CORRECTIONS COMMITTEE

CONSENT NO. 9

BOARD AGENDA NO.

DATE: December 20, 2011

RE: Agreement with City of Duluth
to participate in the 2012
Toward Zero Deaths Law
Enforcement Grant Program

FROM: Kevin Z. Gray
County Administrator

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:

To enhance public safety.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an agreement with the City of Duluth to participate in the 2012 Toward Zero Deaths grant program.

BACKGROUND:

The Toward Zero Deaths grant program is a consolidation of the previous South Safe and Sober, NightCAP and South Highway Enforcement of Aggressive Traffic (HEAT) grants. The grant allows \$12,480 for St. Louis County's portion of the seatbelt and DWI activity, \$5,000 for dispatch, and an additional \$22,000 for HEAT activity to be used by both St. Louis County and the City of Floodwood. The agreement does not include reimbursement for administration costs for the county. The City of Duluth is the fiscal agent.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with the City of Duluth to participate in the 2012 Toward Zero Deaths grant program, with expenses and revenues to be accounted for in Fund 100, Agency 129999, Grant 12922, Year 2012, the former South Safe & Sober grant.

**Agreement with City of Duluth to participate in the 2012
Toward Zero Deaths Law Enforcement Grant Program**

BY COMMISSIONER _____

WHEREAS, the City of Duluth has received a 2012 Toward Zero Death grant;
and

WHEREAS, the grant is intended for several governmental units to participate in
the grant's activity and funding, including St. Louis County.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board
authorizes an agreement with the City of Duluth to participate in the 2012 Toward Zero
Death grant program, with expenses and revenues to be accounted for in Fund 100,
Agency 129999, Grant 12922, Year 2012, the former South Safe & Sober grant.

BOARD LETTER NO. 11 – 489

PUBLIC SAFETY & CORRECTIONS COMMITTEE

CONSENT NO. 10

BOARD AGENDA NO.

DATE: December 20, 2011

RE: Authorization to Apply for the
2011 Homeland Security Buffer
Zone Protection Program Grant

FROM: Kevin Z. Gray
County Administrator

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:

To enhance public safety.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize application for the 2011 Homeland Security Buffer Zone Protection Program grant from the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management.

BACKGROUND:

The Buffer Zone Protection Program was developed by the Department of Homeland Security to provide the necessary tools and resources to protect community assets. The Minnesota Division of Homeland Security and Emergency Management has been designated as the State Administrative Agency for the pass through of funds to local jurisdictions with identified Buffer Zone sites.

St. Louis County has been identified to receive funding through this program and has been allocated up to \$190,000 in grant funding to purchase approved public safety equipment. The equipment includes mobile ARMER radios and Mobile Data Computers for squad cars, ARMER portable radios for deputies, and specialized optical equipment such as night vision, thermal imaging, and image stabilizing binoculars for the Sheriff's Emergency Response Team. This equipment will enhance the ability of the Sheriff's Office to prepare, prevent, and respond to incidents regarding critical infrastructure. There is no local match required for the grant. The grant does not include a budgeted amount for administrative costs.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize application for the 2011 Homeland Security Buffer Zone Protection Program grant from the Minnesota Department of Public Safety, Division of Homeland Security and Emergency Management, in the amount of \$190,000.

**Authorization to Apply for the 2011 Homeland Security
Buffer Zone Protection Program Grant**

BY COMMISSIONER _____

WHEREAS, the State of Minnesota Department of Public Safety through the Division of Homeland Security and Emergency Management has made available \$190,000 in funding from the Department of Homeland Security Buffer Zone Protection Program for approved public safety equipment; and

WHEREAS, the St. Louis County Sheriff's Office will be able to purchase needed public safety equipment as a result of this funding.

NOW THEREFORE, BE IT RESOLVED; that the St. Louis County Board authorizes application for the 2011 Buffer Zone Protection Program grant in the amount of \$190,000.

BOARD LETTER NO. 11 – 490

PUBLIC SAFETY & CORRECTIONS COMMITTEE

CONSENT NO. 11

BOARD AGENDA NO.

DATE: December 20, 2011

RE: Apply and Accept FFY 2011
Emergency Management
Performance Grant

FROM: Kevin Z. Gray
County Administrator

Ross Litman
Sheriff

RELATED DEPARTMENT GOAL:

To protect lives, property and environment from natural and/or manmade disasters through preparation, mitigation, response, and recovery.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize application and acceptance of the 2011 State of Minnesota, Emergency Management Performance Grant (EMPG).

BACKGROUND:

The Homeland Security and Emergency Management Division of the St. Louis County Sheriff's Office receives the EMPG each year to supplement the county's civil defense program. The grant supports the development, maintenance, and improvement of local emergency management programs to include mitigation, preparedness response, and recovery capabilities for all hazards. The grant award is based upon a formula including population and net tax capacity, the current Emergency Management budget, and the total EMPG monies that the state has available. The 2011 available funding is \$76,300, which supports up to 50% of the Emergency Management Agency's 2011 operating expenses.

RECOMMENDATION:

It is recommended that the St. Louis County Board of authorize application and acceptance of the 2011 State of Minnesota, Emergency Management Performance Grant in the amount of \$76,300, to be accounted for in Fund 100, Agency 132999, Grant 13203, Year 2011.

**Apply and Accept FFY 2011 Emergency
Management Performance Grant**

BY COMMISSIONER _____

RESOLVED, that the St. Louis County Board authorizes application and acceptance of the 2011 State of Minnesota, Emergency Management Performance Grant in the amount of \$76,300, to be accounted for in Fund 100, Agency 132999, Grant 13203, Year 2011.

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

GRANT APPROVAL FORM

GRANT NAME: 2011 EMPG Grant GRANT AMOUNT: \$76,300

GRANTOR: State of Minnesota MATCH AMOUNT: _____

FUND: 100 AGENCY: 132999 GRANT: 13203 GRANT YEAR: 2011

AGENCY NAME: Sheriff

CONTACT PERSON: Nancy Sandstrom PHONE: 726-2389

GRANT PERIOD: BEGIN DATE: not known END DATE: not known

STATE GRANT AWARD NUMBER OR FEDERAL CFDA # 97067

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

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

GRANTS OF \$25,000 OR LESS

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

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

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

YES NO

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

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

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

NEW GRANTS GREATER THAN \$25,000

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

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

YES NO

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

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

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

RECURRING GRANTS GREATER THAN \$25,000

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

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

YES NO

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

County Auditor [Signature] Date: 12-15-11
County Administrator [Signature] Date: 12-15-11

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

BOARD LETTER NO. 11 - 491

PUBLIC WORKS & TRANSPORTATION COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: December 20, 2011 **RE:** Award of Bids – CSAH 43
Reconstruction (Gnesen and
Fredenberg Townships)

FROM: Kevin Z. Gray
County Administrator

James T. Foldesi
Public Works Director/Highway Engineer

RELATED DEPARTMENT GOAL:

Provide a safe, well maintained road and bridge system.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize an award of bids for a reconstruction project of County State Aid Highway (CSAH) 43 in Gnesen and Fredenberg Townships.

BACKGROUND:

Public Works staff is authorized under Resolution No. 88-381, dated May 24, 1988, to call for bids on projects which are included in the budget document. Bids were requested for a reconstruction project in Gnesen and Fredenberg Townships. The call for bids is to be received by the St. Louis County Public Works Department on December 15, 2011, for the following project in accordance with the plans and specifications on file in the office of the County Highway Engineer:

- Project:** SAP 69-643-014, CP 8214
Location: CSAH 43 (Emerson and Beaver River Roads) from CR 294 (Pioneer Rd) to CSAH 4 (Rice Lake Rd) north of Duluth, MN, length 2.28 mi.
Traffic: 787
PQI: 2.8
Construction: Grading, Aggregate Base, Bituminous Base and Surface, Culverts, Curb and Gutter, and Storm Sewer
Funding: Fund 220, Agency 220149, Object 652700
Anticipated Start Date: January 9, 2012
Anticipated Completion Date: September 22, 2012
Engineer's Estimate: To be provided after bid opened

RECOMMENDATION:

The call for bids is scheduled for December 15, 2011 and the County Board will be provided with bid results and a resolution for consideration at the December 20th Committee of the Whole meeting.

BOARD LETTER NO. 11 – 492

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 1

BOARD AGENDA NO.

DATE: December 20, 2011

RE: Resolution in Support of
Non-Ferrous Mining in
St. Louis County

FROM: Kevin Z. Gray
County Administrator

RELATED DEPARTMENT GOAL:

To ensure effective and efficient government.

ACTION REQUESTED:

The St. Louis County Board is requested to consider a resolution of support for the various non-ferrous mining operations currently being contemplated for development in St. Louis County.

BACKGROUND:

Commissioner Forsman has requested that the County Board approve a resolution of support for non-ferrous mining operations currently under consideration for various locations in St. Louis County.

RECOMMENDATION:

Should the County Board wish to go on record in support of planned non-ferrous mining operations in St. Louis County, a resolution is attached.

Resolution in Support of Non-Ferrous Mining in St. Louis County

BY COMMISSIONER _____

WHEREAS, non-ferrous ores contain metals used in daily life - copper, nickel, cobalt, platinum, palladium and gold – and found in countless products, including cell phones, computers, joint replacements, electrical wiring, hybrid cars and catalytic converters; and

WHEREAS, the United States does not meet its domestic demand for these valuable metals, importing from 40% to 95% of the metals it uses, often from countries with little or no environmental regulations; and

WHEREAS, pollution from unregulated mines joins a global pool that deposits contaminants around the world; and

WHEREAS, current non-ferrous mining operations planned for St. Louis County must meet strict state and federal laws to protect human health and the environment, including the preparation and regular updating of detailed closure plans along with financial resources designated to pay for such closure; and

WHEREAS, the first non-ferrous mining operation planned for St. Louis County anticipates construction of a \$600 million project providing more than 1.5 million construction hours of labor for skilled trades over two years, and is expected to provide 360 stable jobs at completion with an annual payroll of \$40 million, with an anticipated 500 more spin-off jobs in St. Louis County alone generating more than \$242 million in economic benefits in the county.

NOW THEREFORE, BE IT RESOLVED, that the St. Louis County Board declares its support for the various non-ferrous mining initiatives currently planned for development in St. Louis County, Minnesota, and will consider all opportunities to assist the success of these projects, whenever appropriate, contingent upon the approval of all federal and state environmental permits necessary for these projects to move forward.

(8) requires that overtime worked pursuant to a contract, grant or special program be paid as either pay or compensatory time at the employer's discretion.

The agreement contains a revised group insurance plan article which more completely defines eligibility requirements for the health, life, and dental benefits. It further stipulated that the county would not assume funding the premium difference as a result of the limit to the subscriber payment outlined in (1) above.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the 2010/2011 Deputy Sheriff's Unit bargaining agreement and authorize the necessary county officials to execute a written agreement consistent with negotiations.

Deputy Sheriff Unit Bargaining Agreement– 2010/2011

BY COMMISSIONER _____

RESOLVED, that the 2010/2011 Deputy Sheriff's Unit contract is approved and the appropriate county officials are authorized to execute the Bargaining Unit Agreement, a copy of which is on file in County Board File No. _____.

Market considerations and existing challenges in using vacation leave led to adding an option for conversion of up to 40 hours of vacation leave to a deferred compensation plan, and making available a long-term disability benefit for purchase through payroll deduction. All group pay plans reflect annual progression steps, including Plan AE for elected department heads. Unrepresented managers on stand-alone pay plans were assigned to existing salary ranges of Pay Plan A1, where comparable. (Pay Plan A1 was adopted by the County Board by Resolution No.10-400, dated August 10, 2010.)

Extending the work-year, for the same annual salary, results in a reduced hourly salary rate. This creates an unintended consequence to current employees of a reduced contribution to post-retirement health care savings plans at retirement. In recognition of this, the post-retirement health care savings plan policy is proposed to be amended to calculate an hourly salary rate using the former 1,950 hours for appointed department heads and unrepresented managers hired prior to the effective date of the updated Plan. Covered individuals hired after the effective date will be subject to hourly rates based on a 2,080 hour work-year. There are no proposed changes to the policy calculating post-retirement health care savings plans for elected officials.

The proposed Plan has been reviewed and is supported by the elected and appointed department heads and managers. They are to be commended for their willingness to voluntarily take the lead in modeling an extended work-year without a commensurate increase in annual salary. They are further recognized for their willingness to reduce the county's paid leave accrual levels and maximums to improve the productivity of its workforce.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the updated Management Compensation Plan and post-retirement health care savings plan for appointed department heads and managers covered under the Plan.

Management Compensation Plan

BY COMMISSIONER _____

WHEREAS, the St. Louis County Management Compensation Plan is outdated and in need of revision; and

WHEREAS, there are several groups of unrepresented managers whose compensation, terms and conditions of employment have been addressed in different ways by County Board Resolutions over the course of many years; and

WHEREAS, it is more efficient to have the compensation, terms and conditions of employment for all unrepresented department heads and managers covered by the same document; and

WHEREAS, this group of managers has accepted an increase from a 1,950 hour work-year (37.5 hours/wk) to 2,080 hour work-year (40 hours/wk) for the same annual salary thereby increasing productivity without increasing salary costs; and

WHEREAS, the updated Management Compensation Plan includes a reduction in accrual rates for paid personal leave, vacation leave and sick leave and reduction in sick leave maximum balance which will reduce overall paid leave costs of the county.

NOW, THEREFORE, BE IT RESOLVED, the St. Louis County Board approves and adopts the updated Management Compensation Plan contained in County Board File No. _____ to cover the compensation and benefits of elected department heads and the compensation, terms and conditions of employment of appointed department heads and unrepresented managers effective the beginning of the 2012 payroll year.

RESOLVED FURTHER, the following Pay Plan A1 reassignments are effective the beginning of the 2012 payroll year:

<u>Class</u>	<u>From</u>	<u>To</u>
Assistant County Attorney – Division Head*	Plan Q1-Grade QAC	Plan A1-Grade A30
County Veterans Service Officer	Plan Q1-Grade QBR	Plan A1-Grade A18
Director of Victim/Witness Services	Plan Q1-Grade QAP	Plan A1-Grade A19
Intergovernmental Relations Director	Plan Q1-Grade QAS	Plan A1-Grade A26
Office Administrator	Plan Q4-Grade QBP	Plan A1-Grade A21
Undersheriff	Plan Q4-Grade QBD	Plan A1-Grade A25

* Assistant County Attorney – Division Head salary reassignment applies to hires after 12/16/2011

RESOLVED FURTHER, the previous Management Compensation Plan is hereby rescinded.

RESOLVED FURTHER, the County Board approves and adopts the updated post-retirement health care savings plan policy for appointed department heads and managers covered under the Management Compensation Plan contained in County Board File No. _____, and rescinds the previous policy effective the beginning of the 2012 payroll year.

**ST. LOUIS COUNTY POST-RETIREMENT HEALTH CARE SAVINGS PLAN POLICY
FOR EMPLOYEES COVERED UNDER THE MANAGEMENT COMPENSATION PLAN**

Policy: The St. Louis County Board of Commissioners approves the establishment of post-retirement health care savings plans (PRHCSPs) for employees covered under the county's management compensation plan which complies with all relevant provisions of state and federal laws and regulations including Internal Revenue Code, 26 U.S.C. §106, 26 C.F.R. §301.7701-1(a)(3), and Minn. Stat. §352.98.

Provisions: This policy applies to a county administrator, appointed department head or other appointed unclassified manager covered under the St. Louis County management compensation plan who has at least five (5) years' continuous service as a St. Louis County employee immediately prior to retirement. This policy does not apply to elected department heads.

1. When an eligible employee retires and receives retirement benefits under a Minnesota public employee pension plan or Social Security, the county will transfer funds to the Minnesota State Retirement System (MSRS) for deposit into a PRHCSP for the employee.
2. The amount transferred will be the cash value of the employee's accumulated but unused sick leave and vacation leave at the time of retirement. The cash value will be calculated based on the employee's rate of pay at the time of retirement as follows:
 - A. For employees hired prior to January 1, 2012: (Annual base salary ÷ 1,950) multiplied by accumulated but unused sick leave and vacation leave hours
 - B. For employees hired on or after January 1, 2012: (Annual base salary ÷ 2,080) multiplied by accumulated but unused sick leave and vacation leave hours
3. The administration of an eligible employee's account following the transfer of funds will be the responsibility of the MSRS and/or any public or private entity which the MSRS contracts to provide investment services, record-keeping, benefit payments, and other functions necessary for the administration of the program.
4. The MSRS will maintain a separate account, including the original transfer amount and any earnings thereon, for each eligible employee. Funds transferred and any earnings thereon will be held in trust for the reimbursement of eligible health care expenses following the eligible employee's retirement from county employment.
5. The County's sole obligation under this policy is to correctly calculate and deposit funds to an elected official's PRHCSP account administered by the Minnesota State Retirement System. The County is not liable for any losses arising from depreciation or shrinkage in the value of a former employee's investments under the Plan.

Originally approved by Board Resolution #2002-852, December 17, 2002

Amended by Board Resolution #2011-XXX, _____, 2011



S A I N T
LOUIS ♦
COUNTY
.....
M I N N E S O T A

Management Compensation Plan

Approved by the County
Board of Commissioners

Effective December 17, 2011

MANAGEMENT COMPENSATION PLAN
ST. LOUIS COUNTY
January 2012

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Appendix A – Classes & Pay Plans

CHAPTER 1 – COVERAGE

A. Who Is Covered

This plan describes the compensation, benefits and other terms and conditions of service for elected and appointed department heads as well as unrepresented managers of St. Louis County. This plan does not apply to employees on limited term appointments or governing-body elected officials (i.e. County Commissioners). Covered individuals include those in the following groups:

- Group A: Elected department heads to the extent that nothing in this plan conflicts with Minnesota Statutes
- Group B: County administrator, deputy administrators and unclassified department heads and who are not exclusively represented
- Group C: Managers who are not exclusively represented

B. Unclassified Employees

Unclassified employees covered by this plan are at-will employees who serve at the pleasure of their appointing authorities. Their employment may be terminated at any time subject to any conflicting provisions of law.

C. Differences in Provisions for the Groups

Some provisions of this plan differ between the covered groups. Those differences are clearly noted where they occur.

D. Disclaimer

This plan does not constitute a contract and is not to be construed as such. It will be reviewed periodically and updated as necessary. It is subject to change or revocation at any time at the County Board's sole discretion with or without prior notice.

CHAPTER 2 – HOURS OF WORK & OVERTIME

A. Group A. – Elected department heads are not employees and are responsible to the citizens for their hours. This chapter does not apply to elected department heads.

B. Groups B and C.

These employees are exempt employees under the Fair Labor Standards Act. Exempt employees are required to work (or use paid leave time) to account for a minimum of 80 hours each pay period. Work hours and paid leave time will be documented in the County's timekeeping system. Exempt employees may be required to work hours in excess of the minimum bi-weekly requirement in order to meet the operational needs of the County. Actual work hours may vary based on the operational needs of each department.

Employees in these groups are not eligible for overtime pay, call back pay, or compensatory time. However, in recognition of the extra time exempt employees may be required to work in excess of the minimum 40 hour work week, they may balance their hours within a pay period if work demands allow for such balancing of hours.

CHAPTER 3 – HOLIDAYS & PERSONAL LEAVE (NOT APPLICABLE TO GROUP A)

- A. Employees are entitled to 10 paid holidays each year. To receive holiday pay, an employee must be in paid status the regularly scheduled work day immediately preceding and following the holiday. The days designated as official paid holidays are:

New Year's Day	January 1
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

When a holiday falls on a Sunday, it is observed on the following Monday; when it falls on a Saturday, it is observed on the preceding Friday.

- B. Work on a Holiday.
Employees may take an alternative day off during the same pay period if they work on a holiday.
- C. Personal Leave. Personal leave days cannot be carried over from one payroll year to the next and is not paid out upon separation from County service. Employees are entitled to two personal leave days each year (four personal leave days if original date of hire is prior to January 1, 2012). Personal leave time may be used any time after the start of employment in half-hour segments.
- D. Part-time Employees. Part-time employees in all groups will receive pro-rated holiday pay and personal leave based on the full-time equivalent percentage of the position to which they are appointed. If an employee's full-time equivalent percentage changes in the middle of a year, the holiday pay proration will change immediately, but the personal leave proration will begin at the beginning of the next payroll year.

CHAPTER 4 – VACATION LEAVE (NOT APPLICABLE TO GROUP A)

- A. Employees begin accruing paid vacation leave based on the schedule below immediately upon employment and may use vacation leave as the hours are accrued. In the first year of employment, employees may borrow up to 5 days of vacation leave against future accruals to be repaid as hours are accrued. The appointing authority may assign an individual to a higher existing vacation accrual level, if necessary, to recruit a prospective new manager.

<u>Yrs. of service - Orig. hire date 1/1/2012 or later</u>	<u>Hours accrued per pay period</u>
Commencing 0 through 3 years	7.00
Commencing 4 years and over	8.00

<u>Yrs. of service - Orig. hire date prior to 1/1/2012</u>	<u>Hours accrued per pay period</u>
Commencing 0 through 3 years	6.50
Commencing 4 through 5 years	7.25
Commencing 6 through 10 years	7.75
Commencing 11 through 15 years	8.25
Commencing 16 years and over	9.00

Vacation Leave Conversion to Deferred Compensation

At the discretion of the appointing authority, a Group B or C employee who is participating in a deferred compensation program through St. Louis County payroll deduction may convert up to 40 hours of accumulated vacation leave each year for purposes of making a contribution to a deferred compensation plan. Contributions to deferred compensation plans made through the conversion of vacation hours are subject to all of the rules and regulations of the respective plans. A request to convert vacation leave to deferred compensation may be made in writing between November 1 and December 15, the contribution occurs between January 1 and February 15 of the following payroll year. The appointing authority may deny requests or may further limit the number of hours that may be converted due to budgetary restrictions.

B. Part-time Employees.

Employees being paid for less than a full 80 hour pay period will have their vacation leave accrual rates prorated.

Changes in the vacation accrual rate for full-time employees will be effective the beginning of the pay period that includes the first of the month following the required years of service. Part-time employees must work at least 1,000 hours in a payroll year to gain one year of credit toward vacation accrual rate increases.

C. Vacation Accrual Use and Maximum.

Vacation leave may be used in minimum of half-hour increments.

Vacation leave may be accumulated to a maximum of 290 hours at the end of any given pay period. An appointing authority may grant approval to temporarily exceed the 290 hour

maximum based on the needs of the department. Any such approval expires at the end of the payroll year and any accrued hours above the 290 hour maximums will be reduced to the appropriate maximum again at the beginning of the new payroll year.

D. Disposition of Vacation Leave upon Separation.

Upon separation other than retirement, employees will be paid in cash at their final rate of pay for all hours of accumulated vacation leave to a maximum of 290 hours. Upon death of an employee, the leave will be paid to the employee's spouse or estate pursuant to Minn. Stat. §181.58. Upon retirement, the leave will be paid into a Post-Retirement Health Care Savings Plan for the employee.

CHAPTER 5 – SICK LEAVE (*NOT APPLICABLE TO GROUP A*)

A. Sick Leave Accruals. Full-time employees accrue paid sick leave at a rate of 4.0 hours per pay period (5.25 hours for employees with an original hire date prior to 1/1/2012). Employees being paid for less than a full 80 hour pay period will accrue paid sick leave on a pro-rated basis. Changes in the sick leave accrual rate for full-time employees will be effective the beginning of the pay period that includes the first of the month following the required years of service. Part-time employees must work at least 1,000 hours in a payroll year to gain one year of credit toward sick leave accrual rate increases. Sick leave is accrued in the pay period in which it is earned and is deducted in the pay period in which it is used. Accumulated sick leave may not exceed 900 hours (1,900 hours for employees with an original hire date prior to 1/1/2012) as of the end of the last pay period of the payroll year.

B. Sick Leave Usage.

Sick leave may be used to the extent of an employee's accumulation as follows:

1. **For the employee's inability to perform their duties due to:**
 - a. illness or injury;
 - b. medical or dental care; or
 - c. exposure to a contagious disease under circumstances in which the health of the employee, co-workers or members of the public would be endangered by the employee's attendance at work.

2. **For illness in the employee's immediate family when the employee's attendance is necessary.** "Immediate family" for this purpose shall be defined as spouse, children, stepchildren, parents, parents of spouse, siblings, stepparents, grandparents or grandchildren, guardian, or wards of the employee.

Employees, with supervisory approval, may use up to 5 consecutive work days of sick leave for death in the immediate family as defined above.

C. Disposition of Sick Leave upon Separation. Upon retirement, the cash value of any remaining accumulated sick leave, to the maximum accrual, will be paid into a Post-Retirement Health Care Savings Plan for the employee. Upon death of an employee, the cash value of any remaining accumulated sick leave will be paid to a sick leave reserve account in accord with the then existing County sick leave reserve policy. In all other types of separation, any remaining accumulated sick leave is forfeited.

CHAPTER 6 – OTHER LEAVES (*NOT APPLICABLE TO GROUP A*)

- A. Application for Leave. An employee must submit a request for a leave of absence in writing to the immediate supervisor as far in advance of the requested absence as is practicable. The request must state the reason for, and the anticipated duration of, the leave of absence.
- B. Statutory Leaves of Absence. Employees are eligible for various types of leaves of absence in accordance with Federal and State laws including, but not limited to the following:
1. **Medical/Parental Leave**. Employees are entitled to paid/unpaid medical leave in accordance with the Family Medical Leave Act (FMLA) and the Minnesota Parental Leave Act.
 2. **Military Leave**. Employees are entitled to paid and unpaid military leaves of absence.
 3. **Juror Service**. Employees are entitled to paid leave for service on a jury. “Service on a jury” includes time when the employee is impaneled for actual service or is required by the Court to be present for potential selection for service. During any other time, the employee must report for work. An employee may retain any remunerations provided by the Court.
- C. Personal Leaves. Employees may be granted unpaid personal leaves of absence if determined to be in the best interests of the County. Personal leaves will typically not be granted for periods longer than one year.
- D. Termination of Leave. An employee may terminate their leave of absence prior to the previously agreed upon date of expiration of the leave with the approval of the appointing authority. Leaves or extensions of leaves which are subject to the discretionary authority of the appointing authority may be cancelled by an appointing authority upon reasonable notice to the employee. The notice will be in writing except in case of emergency.
- E. Return from Leave. An employee returning from a leave of absence of two months or more must notify their appointing authority at least two weeks prior to the intended date of return. An employee on an approved leave of absence *of up to one year* is entitled to return to their former position. An employee on an approved leave of absence *in excess of one year* may be returned to their former position if the position has not been filled permanently.
- F. Extensions of Leaves. An employee on an approved leave of absence who wishes to extend the leave must submit a written request for the extension to the appointing authority at least three weeks prior to the current leave end date.
- G. Payoff of Accrued Vacation During Approved Leaves of Absence Without Pay. Upon written request and approval of the Human Resources Director and appointing authority, an employee on an approved unpaid leave of absence or military leave in excess of 30 days may receive a full or partial payoff of accrued, unused hours of vacation leave.

- H. Failure to Return from Leave. Failure to request and receive approval for an extension or to return to work upon expiration of the approved leave will be considered a voluntary resignation.

- I. Service Credit During Approved Unpaid Leave of Absence. An employee on an approved unpaid leave of absence will not accrue additional calendar months of service credit toward anniversary dates and salary increments for the unpaid portion of the leave that exceeds beyond the end of the current calendar month. Human Resources is responsible for calculating adjustments to anniversary and salary increment dates.

CHAPTER 7 – INSURANCE PLANS & OTHER BENEFITS

A. Health Insurance. Elected department heads and employees are eligible for participation in the County's self-funded group health plan and may enroll in either the single or family coverage option. The County Board annually establishes the monthly premium and the County's and elected department head's/employee's shares for single and family coverage. Deductions for the elected department head's and employee's share of the cost will be taken monthly from the person's earnings on a pre-tax basis as allowed by law. Copies of the Summary Plan Description are available in the Human Resources Department. There is an open enrollment period each year, usually from November 1 to November 30.

1. **Eligibility -- Group A.** Elected department heads are eligible to participate effective on the first day of elected office.
2. **Eligibility – Groups B and C.** Employees are eligible to participate effective the first day of the month following date of hire. Part-time employees receive a prorated Employer premium contribution based on the full-time equivalent percentage of the position to which they are appointed.

B. Dental Insurance. A self-funded dental plan is provided to all elected department heads and employees covered by this plan. The County pays the full cost of single coverage. The maximum plan benefit is amended from time to time by County Board resolution. Optional family coverage is available at the elected department head's or employee's expense. Copies of the Summary Plan Descriptions are available in the Human Resources Department.

1. **Eligibility -- Group A.** Elected department heads are eligible to participate effective on the first day of elected office.
2. **Eligibility -- Groups B and C.** Employees are eligible to participate effective the first day of the month following date of hire. Part-time employees receive a prorated Employer premium contribution based on the full-time equivalent percentage of the position to which they are appointed.

C. Life Insurance. Elected department heads and employees are eligible for term life insurance as described below. There are also optional life insurance plans available for purchase in addition to the coverage provided by the County. Group certificates of insurance and information on the optional policies are available in the Human Resources Department.

1. **All Groups.** Term life insurance coverage is provided in an amount equal to the individual's annual salary rounded up to the nearest \$1,000. The minimum benefit

amount is \$15,000. Group A eligibility is first day of elected office, Group B and C eligibility is first day of month following date of hire.

2. **Part-time Employees.** Part-time employees are eligible to participate effective the first day of the month following date of hire. Part-time employees receive a prorated Employer premium contribution based on the full-time equivalent percentage of the position to which they are appointed.

D. Long-Term Disability.

1. Long-term disability coverage is available for purchase by payroll deduction. Group eligibility is the first of the month following date of appointment. The long-term disability benefit is subject to maximum wage replacement and maximum monthly benefit as approved by County Board resolution. Copies of the Summary Plan Description are available in the Human Resources Department.
2. Part-time employees are eligible to participate effective the first day of the month following date of hire. Part-time employees receive a prorated Employer premium contribution based on the full-time equivalent percentage of the position to which they are appointed.

E. **Public Employee's Retirement Association (PERA).** Membership in Minnesota PERA is mandatory for public employees and non-governing body elected officials who meet eligibility requirements set by Minn. Stat. §353.01. A detailed description of retirement benefits is available on the Minnesota PERA website at <http://www.mnpera.org/> or from the Human Resources Department.

F. Post-Retirement Health Care Savings Plan. This benefit is established by County Board resolution and is available to all employees and elected department heads. The benefit currently allows for the creation of an individual retirement fund for pre-tax payment of health and dental care. A more detailed explanation of this benefit is available from the Human Resources Department.

G. Pre-Tax Flexible Spending Accounts. Section 125 of the IRS Code allows an employee or elected department head to pay certain qualified expenses with pre-tax earnings. Benefits offered include dependent care expenses, eligible out-of-pocket medical and dental expenses, and adoption expenses. Setting aside pre-tax dollars for these types of expenses will save federal, state and FICA taxes. Employee and elected official contributions for health coverage are automatically deducted on a pre-tax basis.

An individual is eligible for participation in the flexible spending plan on the date s/he first becomes eligible for participation in health and dental coverages. If no election is made at that time, the person may still enroll as a result of a change in their family status, or during November and December of the current year for the next calendar year. The amount elected at the time of enrollment can only be changed as the result of a change in family status during the calendar year, or upon re-enrollment for the next calendar year. The person can elect to participate in one, two or all three accounts, depending on their personal needs or situation.

- H. Deferred Compensation. Deferred compensation is a voluntary tax-deferred IRS section 457 plan whereby employees and elected department heads may set aside part of their salary and postpone the income tax liability on the contributions and earnings until the year(s) in which the deferred amount is actually received. The deferred salary is invested and the appreciated (or depreciated) value of the deferred salary is paid to the individual in a schedule selected by the individual and as prescribed by the company selected for the administration of the funds. Taxes on interest earned, any appreciation of fund value, and dividends are deferred until actually distributed and received by the person or their beneficiary. Information on the available deferred compensation plans is available from the Human Resources Department.

- I. Worker's Compensation. Elected department heads and employees of St. Louis County are covered by workers' compensation as mandated by State law. In the event of a work-related accident, injury or occupational disease, a covered individual may be entitled to benefits including wage reimbursement, medical payments, rehabilitation services and disability compensation. All work related injuries must be immediately reported to the workers' compensation administrator by filing a First Report of Injury.

- J. Employee Assistance Program. The County's employee assistance program is a professional counseling and referral service for employee, elected department heads, and their dependents. The program provides confidential assistance to help individuals resolve personal or work related problems. It focuses on assessment, short-term counseling and referral to cost-effective community resources. The initial visits (up to 3 visits) are paid by St. Louis County and additional services are coordinated through the County's health insurance plan providers. The employee assistance program is offered through NuVantage Employee Resource at 1-800-577-4727 or <http://www.lssmn.org/nuvantage/>.

CHAPTER 8 – COMPENSATION

- A. Compensation Policy. It is the policy of the St. Louis County Board of Commissioners to compensate employees equitably within the St. Louis County organization and competitively with the relevant external markets. The goals are to attract and retain talented employees, maintain compliance with the Minnesota Local Government Pay Equity Act (Minn. Stat. §§471.991 – 471.999), and promote consistency and stability in the administration of compensation.
- B. Group A. Elected department head positions are assigned to salary ranges, and their initial salaries are established by County Board resolution. Elected department heads progress through the applicable salary range on an annual basis, within the context of applicable statutes. Salary ranges are contained in Appendix A and may be revised by the County Board at any time. No elected department head may be paid more than the local government salary cap (see Minn. Stat. §43A.17, Subd. 9) unless the County Board requests, and receives approval for, a waiver of the salary cap from the State.
- C. Groups B and C.
1. **Salary Ranges**. Each County position is assigned to a job class. Each class, except those for which a salary rate or range is established by law, is assigned to a salary range as indicated in Appendix A. The County Administrator may approve the reassignment of a class to a different salary range as supported by data in accord with the Compensation Policy described above. The County Board may revise salary ranges at any time.
 2. **Salary Rates and Limits**. All salaries are based on hourly rates of pay. The salary rate for each employee must be on a step within the applicable salary range except as otherwise noted below. No person may be paid more than the local government salary cap (see Minn. Stat. §43A.17, Subd. 9) unless the County Board requests, and receives approval for, a waiver of the salary cap from the State. If a class is moved to a lower salary range, the incumbent's salary rate may be frozen above the range maximum with the approval of the County Administrator.
 3. **Across the Board Salary Range Adjustments**.
 - a. The County Board may approve across the board adjustments to salary ranges covered by this plan. People paid within the salary range will be paid the new rate on the same step or, if off-step, the nearest step, in the adjusted range.
 - b. If an employee is paid more than the maximum of the salary range, s/he will not receive an increase as a result of a range adjustment until his/her rate of pay again falls within the salary range class unless an exception to this is made by the County Administrator.
 4. **Starting Salaries**. Employees may be started at any step in the applicable salary range at the discretion of the appointing authority.

5. **Progression through the Salary Range.** Full-time employees progress through the salary range on an annual basis (unless otherwise noted on the applicable salary schedule; e.g. longevity steps at specified intervals) provided that the appointing authority has rated their performance during the preceding year as satisfactory/competent or better. Salary increases will occur on the employee's anniversary date which is the first of the month following the month in which the employee was originally hired by the County. (If the employee was hired on the first of a month, that date will be the anniversary date.) Anniversary dates are subject to adjustment for unpaid leave of more than one calendar month.

Part-time employees must work the hourly equivalent of full-time before they are eligible for step increases. Once they have worked the requisite number of hours, they will be increased to the next step in the salary range on the first of the following month provided that the appointing authority has rated their performance during the preceding year as satisfactory/competent or better.

6. **Salary on Class Change.** Movement between classes covered by this plan is defined as a promotion, transfer or demotion. Salary rates on promotion, transfer or demotion must fall within the range of the new class except as otherwise noted below.
 - a. Salary on Promotion. "Promotion" means the movement of an employee from a position in one class to a position in another class assigned to a higher pay grade. An employee is entitled to a salary increase upon promotion.
 - b. Salary on Transfer. "Transfer" means the movement of an employee from a position in one class to a position in another class assigned to the same pay grade. There is no salary increase or decrease on transfer.
 - c. Salary on Demotion. "Demotion" means the movement of an employee from a position in one class to a position in another class assigned to a lower pay grade.
 - i. **Salary on Voluntary Demotion or Demotion in Lieu of Layoff.** The salary rate of an employee who voluntarily demotes or who accepts a demotion in lieu of layoff will remain the same if it is within the range of the new class. If the current rate of pay exceeds the maximum of the new salary range, the rate will be reduced to the new maximum unless the Human Resources Director approves a request to pay the person at a rate which exceeds the new maximum. If such a request is approved, the employee will not be eligible for any future increases until the person's rate falls within the range for the new class unless an exception to this is made by the County Administrator.
 - ii. **Salary on Disciplinary Demotion.** An employee who is demoted for cause must be paid on a salary step within the range of the new class.
 - d. Salary on Salary Range Reassignment. If a class is reassigned to a higher salary grade, the employee may receive a salary increase at the discretion of the

appointing authority. If granted, the increase may not exceed 10% or the percentage difference between the maximum of the previous salary range and the maximum of the new salary range, whichever is less, or the amount necessary to pay the person at the new salary range minimum.

If the class is assigned to the same, or a lower, salary grade, the employee's salary rate will remain the same. If the employee's rate is higher than the maximum of the new salary range, the employee will not be eligible for any future increases until the person's rate falls within the range for the new class unless an exception to this is made by the County Administrator.

7. **Salary on Reinstatement or Return from Leave of Absence.** A person who is reinstated or returned from a leave of absence to the same class will be placed on the same step s/he had been on when last working for the County. If the person returns to a different class, the person's salary rate will be the same provided the new rate is within the salary range for the new class.
8. **Salary on Reemployment.** The salary rate of a person who is reemployed, may be set at any step within the range that does not exceed the rate of pay s/he had been receiving prior to separation.
9. **Work Out of Class Pay.** A County employee who is assigned to perform substantially all of the duties of a department head or management position which is temporarily vacant will receive a temporary salary increase in accord with the "Salary on Promotion" language above if the assignment is expected to last longer than 10 consecutive work days. There is no salary adjustment for doing the work of class which would be a transfer or demotion from the employee's current class.
10. **Deferred Compensation.** See Chapter 7.
11. **Severance Pay.** See Chapter 11.

CHAPTER 9 – EXPENSES

- A. Travel – All Groups. Travel expenses will be reimbursed in accord with County Board policies. Use of motor pool cars is strongly encouraged whenever possible when traveling on County business.
- B. Relocation – Group B Only. Relocation expenses may be negotiated between a new employee and the County Administrator (or the Board Chair in the case of a County Administrator hire), up to a maximum of \$9,500, if it is deemed to be in the best interest of the County and is within the budget of the affected department.
- C. Training & Development.
 - 1. **Mandatory**. The County will pay, or reimburse, an employee or elected department head for all expenses associated with education, training and development activities which are required by the County Board, the County Administrator or an appointing authority. Time spent in such activities is treated as regular work time.
 - 2. **Discretionary**. If funding is available, an appointing authority may pay all or a portion of the expenses for other education, training or development activities as long as the requested activity is job-related or meets organizational needs. The appointing authority may also approve the use of regular work time for these activities.
- D. Professional Memberships. An appointing authority may pay for dues or memberships in professional associations if the membership meets organizational needs and funding is available. If a group membership is available, it may be fiscally prudent to pay for the group membership rather than memberships for individual employees.

CHAPTER 10 – PERFORMANCE EVALUATIONS (*NOT APPLICABLE TO GROUP A*)

Employees covered by this Plan will receive an evaluation of their performance at least annually.

CHAPTER 11 – SEPARATIONS (*NOT APPLICABLE TO GROUP A*)

- A. Term Limits – Certain Unclassified Employees. Unclassified employees are appointed for indefinite periods unless term limits are specified in law. The following positions have statutory term limits :
- **County Assessor** – 4 years. Appointment requires approval of the State of Minnesota Commissioner of Revenue who may impose a 24 month probationary period (Minn. Stat. §273.061).
 - **Public Works Director** – 1 year for an individual’s initial appointment; 4 years for reappointments. Reappointments shall be made in May of the year in which the term expires (Minn. Stat. §163.07).
 - **County Veterans Service Officer** – 4 years, with a 12 month probationary period (Minn. Stat. §197.60).
- B. Resignation & Retirement Notice. Group B employees are expected to provide the County Administrator with written notice of resignation or retirement at least 30 calendar days prior to the effective date. All other employees are expected to provide their supervisors with at least 14 calendar days’ written notice. Any employee who is absent for three consecutive days without approved leave will be considered to have resigned.
- C. Termination of Unclassified Employees. Unclassified employees covered by this plan are at-will employees who serve at the pleasure of their appointing authorities. Their employment may be terminated at any time subject to any conflicting provisions of law.
1. **Termination of Group B Employees.** An appointing authority may terminate a Group B employee at any time except when there are statutory provisions to the contrary. An employee may be suspended without pay pending termination. A terminated employee is entitled to 3 months of severance pay unless terminated for an illegal act. If the terminated employee had an employment agreement, the employment agreement determines the severance pay amount if specified.
 2. **Termination of Group C Unclassified Employees.** A Group C unclassified employee may be terminated by the appointing authority at any time except when there are statutory provisions to the contrary. An employee may be suspended without pay pending termination. An unclassified Group C employee who was appointed to his/her current position *prior to* January 1, 2012 is entitled to 3 months of severance pay unless terminated for an illegal act. An employee appointed to a Group C unclassified position after that date is not entitled to severance pay.

APPENDIX A - GROUP ASSIGNMENTS, CLASSES & PAY PLANS

GROUP A - ELECTED DEPARTMENT HEADS

<u>Class</u>	<u>Pay Plan</u>	<u>Salary Grade</u>
County Attorney	AE	A33E
County Auditor	AE	A29E
County Sheriff	AE	A31E

GROUP B EMPLOYEES

<u>Class</u>	<u>Pay Plan</u>	<u>Salary Grade</u>
County Administrator	A1	A37
County Assessor	A1	A27
Deputy Administrator-Operations & Budget	A1	A28
Deputy Administrator-Governance & Policy	A1	A27
Environmental Services Director	A1	A29
Human Resources Director	A1	A28
Information Technology Director	A1	A27
Land & Minerals Director	A1	A27
Planning & Community Development Director	A1	A29
Property Management Director	A1	A27
Public Health & Human Services Director	A1	A32
Public Records and Property Valuation Director	A1	A29
Public Works Director (Highway Engineer)	A1	A31

GROUP C EMPLOYEES

<u>Class</u>	<u>Pay Plan</u>	<u>Salary Grade</u>	
Assistant County Attorney - Division Head ZZ	Q1	QAC	Appointed prior to 1/01/2012
Assistant County Attorney - Division Head	A1	A30	
Communications Manager	A1	A19	
County Veterans Service Officer	A1	A18	
Director of Victim/Witness Services	A1	A19	
Examiner of Titles	Q1	QAR	
Intergovernmental Relations Director	A1	A26	
Office Administrator	A1	A21	
Undersheriff	A1	A25	

BOARD LETTER NO. 11 - 495

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 4

BOARD AGENDA NO.

DATE: December 20, 2011 **RE:** 2012-2013 Labor Relations
Services Agreement

FROM: Kevin Z. Gray
County Administrator

James R. Gottschald
Employee Relations Director

RELATED DEPARTMENT GOAL:

To play a key role on behalf of the county in negotiations with employees represented by bargaining units, including final written labor agreements.

ACTION REQUESTED:

The St. Louis County Board is requested authorize the execution of an agreement for labor relations for 2012-2013.

BACKGROUND:

St. Louis County has used the services of Steven C. Fecker of Johnson, Killen & Seiler, P.A. as its labor negotiator for the past 32 years. During this period he has accumulated a wealth of history and understanding of the negotiation process and the rationale for many of the previous positions negotiated on behalf of St. Louis County. Mr. Fecker has been a critical resource to Administration and Employee Relations in leading negotiations and in preparing the county's response to the bargaining units' proposals. He has further been on point and timely with responses to issues and questions that have been raised during negotiations.

On behalf of Johnson, Killen & Seiler, P.A., Mr. Fecker has submitted a proposal for the years 2012 and 2013 to continue as the county's chief negotiator for labor negotiations services at the current rate of \$160 per hour. Representation in grievance and interest arbitration proceedings, at the county's option, would be provided at the rate of \$195 per hour. The rate proposed for labor negotiation services is the same rate which has been in effect since 2006.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize a contract with Steven C. Fecker of Johnson, Killen & Seiler, P.A. for labor negotiations and for grievance and interest arbitration representation for the years 2012 and 2013.

2012-2013 Labor Relations Services Agreement

BY COMMISSIONER _____

WHEREAS, St. Louis County expects to enter into labor negotiations with bargaining units for labor contracts for the years 2012-2013; and

WHEREAS, St. Louis County has previously used the services of Steven C. Fecker of Johnson, Killen & Seiler, P.A. for labor negotiations, grievance arbitration and interest arbitration proceedings; and

WHEREAS, Mr. Fecker has valuable knowledge and experience from previous negotiations that will assist the county in resolution of its labor contracts and representation in grievance and interest arbitrations.

NOW, THEREFORE, BE IT RESOLVED, that the necessary St. Louis County officials are authorized to execute an agreement with Steven C. Fecker of Johnson, Killen & Seiler, P.A. to act as the exclusive labor negotiator for St. Louis County, effective January 1, 2012 for the years 2012 and 2013 at the hourly fee of \$160.00 for labor negotiations and at the hourly fee of \$195.00 for grievance and interest arbitrations, payable from Fund 100, Agency 107001, Object 629900.

STEVEN J. SEILER *
JOHN N. NYS *
STEVEN C. FECKER
ROBERT J. ZALLAR
ROBERT C. PEARSON *
JAMES A. WADE * ‡
JOSEPH J. ROBY, JR. * ‡
NICHOLAS OSTAPENKO *
RICHARD J. LEIGHTON * ^
JOSEPH V. FERGUSON *
ALOK VIDYARTHI
PAUL W. WOJCIAK *
ROY J. CHRISTENSEN *
JESSICA L. DURBIN
DIANA BOUSCHOR DODGE *
MICHELE L. MILLER
PETER J. RAUKAR

JOHNSON, KILLEN & SEILER

ATTORNEYS

A TRADITION OF TRUST

230 West Superior Street, Suite 800
Duluth, Minnesota 55802
www.duluthlaw.com
Telephone: 218-722-6331
Facsimile: 218-722-3031

December 5, 2011

JOHN J. KILLEN, RETIRED

JOSEPH B. JOHNSON
(1919-2000)

THOMAS A. CLURE
(1938-2010)

* ALSO MEMBER OF WISCONSIN BAR
^ ALSO MEMBER OF NORTH DAKOTA BAR
‡ CIVIL TRIAL SPECIALIST CERTIFIED BY THE
MINNESOTA STATE BAR ASSOCIATION AND
THE NATIONAL BOARD OF TRIAL ADVOCACY

WRITER'S E-MAIL ADDRESS:
sfecker@duluthlaw.com

St. Louis County Board of Commissioners
Attn: Kevin Gray, County Administrator
St. Louis County Courthouse
100 North Fifth Avenue West, Room 202
Duluth, MN 55802

Re: Labor Relations Services Proposal

Dear Commissioners:

Please consider this proposal to provide labor relations services to St. Louis County for the 2012-2013 labor contract negotiations.

Labor relations services will be coordinated through the County Administrator. I will work with the County Administrator to develop labor negotiations strategy and formulate Employer proposals. Also, I will meet with County department heads as appropriate to solicit their input on Employer proposals. I will then present the suggested Employer proposals which have been approved by the County Administrator to the County Board for consideration and approval prior to presenting the proposals to the respective unions.

I will initiate negotiations with the various bargaining units and will schedule continued meetings as necessary to reach an agreement with each unit. I will submit periodic written progress reports to the County Administrator and will attend meetings as necessary to coordinate the ongoing status of negotiations. I will also meet periodically with the County Board in closed session to update the Board on the status of negotiations.

To the extent that legal advice is required during the course of the negotiations, this will be coordinated through the office of the County Attorney who is ultimately responsible to be the County's legal advisor.

JOHNSON, KILLEN & SEILER, P.A.

St. Louis County Board of Commissioners
December 5, 2011
Page 2

As in the past, the County agrees to make available a knowledgeable staff person to attend all negotiation sessions with me and to act as a resource person regarding current County personnel policies. To assure that a consistent strategy is implemented and carried out during negotiations, the County agrees that I will be the exclusive County representative authorized to discuss labor relations issues with the unions.

Upon reaching tentative agreement with a bargaining unit, I will bring the tentative agreement back to the County Board for approval in a closed session prior to the union membership voting on the proposal. Once the union membership ratifies the proposal, the proposal will be brought back to the County Board for ratification in a public meeting. I will coordinate the preparation of all new contracts and will review same for accuracy. In the event that negotiations culminate in interest arbitration rather than a negotiated settlement, I will represent the County in the interest arbitration proceeding and will coordinate the preparation and presentation of all testimony and evidentiary exhibits.

Labor relations services will be provided at the rate of \$160.00 per hour which reflects no increase from the rate in effect since 2006. Representation in interest arbitration proceedings (and grievance arbitration proceedings if requested) will be provided at the rate of \$195.00 per hour. This proposal will remain in effect until December 31, 2013, and from month to month thereafter until terminated by either party on thirty (30) days notice.

Billings will be submitted monthly and will reflect an itemized account of services rendered for each separate bargaining unit.

Thank you kindly for your consideration.

Very truly yours,

A handwritten signature in blue ink, appearing to read 'Steven C. Fecker', written in a cursive style.

Steven C. Fecker

JOHNSON, KILLEN & SEILER, P.A.

St. Louis County Board of Commissioners
December 5, 2011
Page 3

Accepted on behalf of St. Louis County:

By: _____
County Board Chair

By: _____
County Auditor

Approved as to form and execution:

By: _____
St. Louis County Attorney