



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

June 25, 2013
Immediately following the Board Meeting, which begins at 9:30 A.M.
Semer's Park Pavilion, Ely, MN

Directions: Enter Ely from Hwy. 169 turn left at the first stop light (Central Avenue). Pass Wilderness Outfitters and turn left at the second street - Shagawa Road. Stay on Shagawa Road as it circles around Semer's Park. The Pavilion is on the road overlooking the beach area.

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 June 11, 2013

Environment & Natural Resources Committee – Commissioner Nelson, Chair

1. Special Sale to the City of Duluth [13-238]
2. Contract with Northeast Technical Services, Inc. for Consulting and Engineering Services [12-239]

Public Works & Transportation Committee – Commissioner Forsman, Chair

3. Renovation of the Former 911 and Mine Inspector Areas – Virginia Public Works Garage [13-240]
4. Purchase of Sodium Chloride [13-241]
5. Acceptance of Flood Grant for Storm Project – Bridge Reconstruction on CR 284/Ugstad Road (Proctor) [13-242]

Finance & Budget Committee – Commissioner Raukar, Chair

6. Dedication of Permanent Highway Easements over County Fee Owned Property [13-243]
7. Abatement List for Board Approval [13-244]

Public Safety & Corrections Committee – Commissioner O'Neil, Chair

8. Contract with Evergreen Construction, Inc. for the U.S. Forest Service Ely Site Project [13-245]
9. Application and Acceptance of 2013 Hazardous Fuel Reduction Grant [13-246]
10. Title III Funds for Firewise Communities Activities [13-247]

ESTABLISHMENT OF PUBLIC HEARINGS:

Finance & Budget Committee – Commissioner Raukar, Chair

11. Establish Public Hearing to Consider Allegations of Liquor Law Violation – A.P. Liquor (Gnesen Township) – Tuesday, July 30, 2013, 9:40 a.m., Floodwood City Hall, Floodwood, MN [13-248]

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.

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

1. **Confidential Unit Bargaining Agreement – 2012 through 2014 [13-250]**
Resolution authorizing the 2012-2014 Confidential Unit bargaining agreement.

2. **Unrepresented Employees' Compensation Plan and 2012-2014 Salary Range Adjustments [13-251]**
Resolution authorizing the 2012-2014 Unrepresented Employees' Compensation Plan and salary adjustments.
3. **Management Compensation Plan and 2012-2014 Salary Range Adjustments [13-252]**
Resolution authorizing the 2012-2014 Management Compensation Plan and salary adjustments.
4. **Joint Powers Agreement with the City of Hibbing for Assessment Services [13-253]**
Resolution for a joint powers agreement with the City of Hibbing for the purpose of providing real property assessment services beginning July 1, 2013.
5. **Appointment of Election Judges for UOCAVA Ballot Board [13-254]**
Resolution appointing election judges for the Uniformed & Overseas Citizen Absentee Voting Act.

COMMISSIONER DISCUSSION ITEMS AND REPORTS:

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

ADJOURNED:

NEXT COMMITTEE OF THE WHOLE MEETING DATES:

July 2, 2013	Commissioners' Conference Room, Courthouse, Duluth, MN
July 9, 2013	Commissioners' Conference Room, Courthouse, Duluth, MN
July 30, 2013	Floodwood City Hall, 111 West 8th Avenue, Floodwood, 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, June 11, 2013

Location: St. Louis County Courthouse, Duluth, Minnesota

Present: Commissioners Jewell, O'Neil, Forsman, Stauber, Nelson, and Chair Dahlberg

Absent: Commissioner Raukar

Convened: Chair Dahlberg called the meeting to order at 11:29 a.m.

Chair Dahlberg stated that Commissioner Steve Raukar was unable to attend today's Committee of the Whole meeting because he is in Washington D.C. attending to County business.

CONSENT AGENDA

Forsman/Jewell moved to approve the consent agenda without Item #1, Position Reallocation of Information Specialist II to Child Support Officer I [13-224]. The motion passed. (6-0)

- Minutes of June 4, 2013
- Agreement with Alden Township for Replacement of Bridge 846 [13-225]
- Agreement with Rice Lake Township for Replacement of Bridge 300 [13-226]
- Acceptance of Grant for Replacement of Bridge 69A12 (Biwabik Township) [13-227]
- Acceptance of Grant for Replacement of Bridge 69K01 (Embarrass Township) [13-228]
- 2013 Civil Service Supervisory Four Day Work Week Supplemental Labor Agreement (Virginia Sign Division) [13-229]
- 2013 Teamsters Four Day Work Week Supplemental Labor Agreement (Virginia Sign Division) [13-230]
- Authorization to Expend 2010 ARMER Integration Grant [13-231]
- Master Addressing Repository Interfaces [13-232]

REGULAR AGENDA

Health & Human Services

Stauber/Jewell moved to approve the reallocation of an Information Specialist II (Pay Grade 12) to a Child Support Officer I (Pay Grade 18) position in the Public Health and Human Services Department [13-224]. PHHS Director Ann Busche said that after Federal Government reimbursement, the net increase in payroll would be about \$1,000. After further discussion, the motion passed. (6-0)

Environment & Natural Resources

Nelson/Forsman moved to terminate the 2013 contract agreement between St. Louis County and the North St. Louis Soil & Water Conservation District [13-233]. Gary Rantala (Soil & Water Supervisor - North St. Louis Soil & Water Conservation District), Chuck Bainter (Board Member - North St. Louis Soil and Water Conservation District), and Ryan Hughes (Board Conservationist - Minnesota Board of Water & Soil Resources) spoke on behalf of the North St. Louis Soil & Water Conservation District. After lengthy Commissioner discussion, Commissioner Nelson withdrew the motion.

Central Management & Inter-Governmental

Nelson/Forsman moved to appoint Mark J. Weber as Land and Minerals Director effective June 24, 2013, at an annual salary rate of \$90,285 [13-234]. Administrator Kevin Gray discussed Mark Weber's credentials and gave an overview of the selection process. Mark Weber said that he was honored to be appointed to the position and thanked all Board members for their support. After further discussion, the motion passed. (6-0)

Jewell/O'Neil moved to adopt the "Model Performance Measures for Counties" and program requirements, as identified in the Minnesota State Auditor's Performance Measure Program, and submit the 2013 St. Louis County Performance Measures Report [13-235]. Deputy Administrator Linnea Mirsch gave a brief overview of the results. The Board requested that further discussion be held at the June 25, 2013 Board meeting being held in Ely, MN. The motion passed. (6-0)

COMMISSIONER DISCUSSION ITEMS

Commissioner Forsman discussed the recent Minnesota Transportation Alliance Fly-In event held in Washington D.C. Commissioner Forsman, Commissioner Nelson, and Administrator Gray attended the event. Commissioner Forsman felt that they made good progress on concurrent permitting which would streamline permitting issuance and save federal, state, and county dollars.

Commissioner Nelson handed out a letter to Colonel Michael J. Price detailing questions and concerns regarding the permitting process from local leaders in Minnesota.

Commissioner Nelson discussed the Duluth bike trail project. Commissioner Nelson expressed concerns regarding the environmental impact of the project and the negative impact on tax-forfeited parcels. Commissioner Nelson said he would bring more bike trail information to the July 2nd Committee of the Whole meeting.

At 1:01 p.m., Nelson/Forsman moved to adjourn the committee of the whole meeting. (6-0)

Chris Dahlberg, Chair of the County Board

Phil Chapman, Interim Clerk of the County Board

Special Sale to the City of Duluth

BY COMMISSIONER _____

WHEREAS, The City of Duluth has requested to purchase the following described state tax forfeited land for the price of \$57,750, plus fees, for the purpose of flood mitigation:

Legal: CITY OF DULUTH
LOTS 1 AND 2 AND SLY 17 FT OF LOT 3, BLOCK 4
MACFARLANES GRASSY POINT ADD TO DULUTH
Parcel Code: 010-3140-00700
Acres: 0.19
LDKEY: 70356

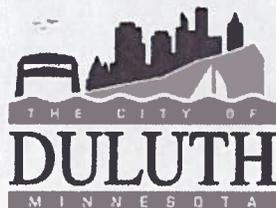
WHEREAS, Minn. Stat. § 282.01, Subd. 1(a) authorizes the sale of state tax forfeited land to an organized governmental subdivision for any public purpose for which the subdivision is authorized to acquire property; and

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

WHEREAS, This parcel of land has been classified as non-conservation land pursuant to Minn. Stat. § 282.01;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board approves the sale of the state tax forfeited land, as described, to the City of Duluth for the price of \$57,750 plus the following fees: 3% assurance fee of \$1,732.50, deed fee of \$25, deed tax of \$190.58, and recording fee of \$46; for a total of \$59,744.08, to be deposited into Fund 240 (Forfeited Tax Fund);

RESOLVED FURTHER, That the County Auditor shall offer for sale at public auction the state tax forfeited land described here if the City of Duluth does not purchase the land by September 1, 2013.



CITY OF DULUTH

DEPARTMENT OF PLANNING & CONSTRUCTION SERVICES
Community Development Division
411 W 1st St., Rm 407 ● Duluth, Minnesota 55802-1197
Phone: 218/730-5480 Fax: 218/730-5915

Keith A. Hamre, Director
khamre@duluthmn.gov

May 24, 2013

Ms. Karen Zeisler
Land & Minerals Department
320 W 2nd Street, Room 607
Duluth, MN 55802

RE: Request to purchase property at 306 N 63rd Avenue West

Dear Ms. Zeisler:

The City of Duluth received funds from the State of Minnesota, which were approved by the City Council on February 11, 2013, in Resolution 13-0067R for hazard mitigation assistance to purchase and demolish flood damaged properties. The property at 306 N 63rd Avenue West (010-3140-00700) was substantially damaged by the June 2012 flood. The city has identified it as a property that would be appropriate to purchase and demolish as the structure sustained severe damage and remains blighted.

As part of the application to the State of Minnesota Department of Natural Resources, the property at 306 N 63rd Avenue West was submitted as a potential property to acquire and demolish. It is my understanding that the property, since last fall, has come back into tax forfeit status. Beyond removing the blighted property from the neighborhood, the parcel is also needed for utility and transportation purposes for bridges on 63rd Avenue West and Bristol Street. As part of that project, the parcel is needed to allow for proper reconstruction of two bridges over Keene Creek. Therefore the City of Duluth requests to purchase the property at 306 N 63rd Avenue West.

Please let me know of any questions you have and the process for purchasing this parcel. Thank you.

Respectfully,

Keith Hamre,
Director
Planning and Construction Services

CERTIFIED COPY OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DULUTH, MINNESOTA

RESOLUTION 13-0067

ADOPTED: FEBRUARY 11, 2013

RESOLVED, that the proper city officials are hereby authorized to accept a grant in the amount of \$2,400,000 and execute the agreement pertaining to hazard mitigation assistance, substantially in the form of the copy on file in the office of the city clerk as Public Document No. 13-0211-09, with the state of Minnesota department of natural resources. Funds shall be deposited in Fund 225 (disaster recovery fund), Agency 125 (finance department), Object 1808 (disaster aids), Revenue Source 4220-04 (revenues, state of Minnesota flood hazard mitigation).

BE IT FURTHER RESOLVED, that authorized city officials are hereby authorized to enter into purchase agreements for acquiring and demolishing the properties identified in the grant agreement and land acquisition expenditures shall come from Fund 225 (disaster recovery fund), Agency 125 (finance department), Object 1809 (flood hazard mitigation), Project 5510 (land) and are not to exceed \$2,400,000.

State Cost Share	FEMA Cost Share	Address	Special Flood Hazard Area (Flood Map)	Year Built
25%	75%	1 131st Avenue West Duluth, 55808	Fringe	1928
25%	75%	102 131st Avenue West Duluth 55808	Fringe	1920
25%	75%	13002 West Third Street Duluth 55808	Fringe	1928
25%	75%	1126 West Second Street Duluth 55806	Floodway	1891
25%	75%	12304 State Highway 23 Duluth 55808	Floodway	1921
25%	75%	12810 Water Street Duluth 55808	Floodway	1960
25%	75%	13001 Cass Street Duluth 55808	Floodway	1958
25%	75%	13002 Water Street Duluth 55808	Floodway	1926
25%	75%	1622 Wavery Street Duluth 55803	Floodway	1959
25%	75%	32 South 59th Avenue West Duluth MN 55807	Floodway	1914
100%	0%	13225 West Fourth Street Duluth 55808	No	2011
100%	0%	1616 East Skyline Pkwy 55805	No	1938
100%	0%	12 South 59th Avenue Duluth 55807	No	1908
100%	0%	14 South 59th Avenue West Duluth 55807	No	1899
100%	0%	18 South 59th Avenue West Duluth 55807	No	1902
100%	0%	1101 97th Avenue West Duluth 55808	No	1916
100%	0%	216 East House Street Duluth 55808	No	1913
100%	0%	306 North 63rd Avenue West Duluth 55807	No	1913
100%	0%	326 South 17th Avenue East Duluth 55812	No	1891

21836

CERTIFIED COPY OF RESOLUTION OF THE CITY COUNCIL OF THE CITY OF DULUTH, MINNESOTA

State Cost Share	FEMA Cost Share	Address	Special Flood Hazard Area (Flood Map)	Year Built
100%	0%	3414 West First Street Duluth 55807	No	1908
100%	0%	4441 West Grand Avenue Duluth 55807	No	1962

Resolution 13-0067 was unanimously adopted.

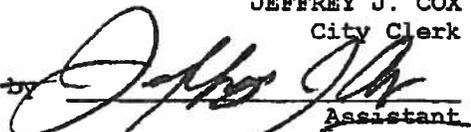
Approved February 11, 2013

DON NESS, Mayor

I, JEFFREY J. COX, city clerk of the city of Duluth, Minnesota, do hereby certify that I have compared the foregoing resolution passed by the city council on the 11th day of February, 2013, with the original in my custody as city clerk of said city and that the same is a true and correct transcript therefrom.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of said city of Duluth, this 13th day of March, 2013.

JEFFREY J. COX
City Clerk

by 
Assistant
CITY OF DULUTH, MINNESOTA

**FLOOD HAZARD MITIGATION GRANT AGREEMENT
BETWEEN THE STATE OF MINNESOTA
AND CITY OF DULUTH, MINNESOTA**

THIS Grant is made between the State of Minnesota, acting by and through its Commissioner of Natural Resources (hereinafter the "State") and the City of Duluth, 407 City Hall, Duluth, MN, 55802 (hereinafter the "Grantee").

WHEREAS, the State is authorized by Minnesota Statutes Section 103F.161 to provide flood hazard mitigation grants to local units of government to conduct flood plain damage reduction studies and/or plan and implement flood mitigation measures; and

WHEREAS, the Grantee has submitted a request for assistance to the State for a flood hazard mitigation grant; and

WHEREAS, the State has determined that the Grantee should receive flood hazard mitigation assistance; and

WHEREAS, the Grantee represents that it is duly qualified and willing to perform the services set forth herein.

NOW THEREFORE, it is agreed between the State and the Grantee as follows:

1.0 AMOUNT OF GRANT

1.1 STATE SHARE

The State shall award the Grantee 100 percent (100%) of the non-federal costs of the approved Project as identified in Section 2.1 (hereinafter "Project"), or \$2,400,000.00 whichever is less, for the costs authorized herein. The total obligation of the State for all compensation and reimbursements to Grantee under this Grant shall not exceed \$2,400,000.00.

1.2 GRANTEE SHARE

The Grantee is not required to match the State share of the costs of the Project.

2.0 AUTHORIZED PROJECT

2.1 PROJECT PLAN

The proceeds of this Grant are to be used solely for the Project, which is described in Exhibit A, attached hereto and incorporated into this grant contract. A detailed description of the nature and scope of the Project is described in Exhibit A, and as subsequently amended or revised, which is incorporated herein by reference.

2.2 ADMINISTRATION AND SUPERVISION

The Grantee shall be responsible for the administration, supervision, management and Project oversight that may be required for the work performed under this Grant.

3.0 ACKNOWLEDGMENTS

The Grantee agrees to acknowledge the State's financial support for the Project. Any statement, press release, bid, solicitation, or other document issued describing the Project shall provide information reflecting that State funds were used to support the Project and will contain the following language:

This Project is made possible in part by a grant provided by the Minnesota Department of Natural Resources, through an appropriation by the Minnesota State Legislature.

Any site developed or improved by the Project shall display a sign, in a form approved by the State, stating the same information.

4.0 CONTACT PERSONS

The State's authorized agent for the purpose of administration of this Grant is:

Pat Lynch, FDR Hydrologist
Minnesota DNR Division of Ecological and Water Resources
500 Lafayette Road
St. Paul, MN 55155-4032
(651) 259-5691

The Grantee's authorized agent for the purpose of administration of this Grant is:

Keith Hamre, Director of Planning and Construction Services
City of Duluth
407 City Hall
Duluth, MN 55802
(218) 730-5480

5.0 COSTS

5.1 ELIGIBLE COSTS

Eligible costs are those costs directly incurred by the Grantee that are solely related to and necessary for producing the work products described in the Project Plan. Eligible costs may include the following:

- 5.1.1 Advertising costs for bids and proposals;
- 5.1.2 Capital expenditures for facilities, equipment and other capital assets as expressly approved in the Project Plan;
- 5.1.3 Materials and supplies;
- 5.1.4 Architectural and engineering services;
- 5.1.5 Construction management and inspection services;
- 5.1.6 Surveys and soil borings;
- 5.1.7 Land acquisition and title clearing costs;
- 5.1.8 Attorney fees solely related and necessary to accomplish the Project, as determined by the State;
- 5.1.9 Project expenses incurred after July 1, 2012;
- 5.1.10 Actual construction of the Project; or
- 5.1.11 Travel, lodging and meal expenses of persons involved in the Project in the same manner and in no greater amount than provided for in the current "Commissioner's Plan" promulgated by the Commissioner of Employee Relations.

Certain other types of costs may be eligible provided that they are (1) directly incurred by the Grantee; (2) are solely related to, and necessary for, producing the work products described in the Project Plan; and (3) have prior written approval of the State. Any cost not defined as an eligible cost or not included in the Project Plan shall not be paid from State funds committed to the Project.

5.2 NON-ELIGIBLE COSTS

Non-eligible costs for reimbursement means all costs not defined as eligible costs, including but not limited to the following:

- 5.2.1 Any costs incurred before July 1, 2012;
- 5.2.2 Fund raising;
- 5.2.3 Taxes, except sales tax on goods and services;
- 5.2.4 Insurance, except title insurance;
- 5.2.5 Attorney fees not necessary to accomplish the Project;
- 5.2.6 Loans, grants, or subsidies to persons or entities for development;
- 5.2.7 Bad debts or contingency funds;
- 5.2.8 Interest;
- 5.2.9 Expenses eligible for federal reimbursement
- 5.2.10 Lobbyists; and
- 5.2.11 Political contributions

6.0 PAYMENT OF GRANT MONIES

6.1 REIMBURSEMENT

To obtain reimbursement for eligible costs under this Grant, the Grantee shall provide the State with invoices and evidence that the portion of the Project for which payment is requested has been satisfactorily completed. All invoices shall be sent by mail or e-mail to the

person designated in Section 4.0 herein above. Invoices must be received by the State within thirty (30) days after the completion of the Project or the expiration of this Grant as set forth in Section 11.1 herein below, whichever occurs first. Invoices received after that date will not be eligible for reimbursement. The State's authorized agent has final authority for acceptance of Grantee's services, determination as to whether the expenditures are eligible for reimbursement under this Grant, and verification of the total amount requested. The Grantee shall not receive payment for work found by the State to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation. At its discretion, the State may withhold up to 10% of the total grant award until the State has determined that the Grantee has satisfactorily fulfilled all of the terms of this Grant.

6.2 REIMBURSEMENT SCHEDULE

It is required that invoices be submitted, at a minimum, at the close of each state fiscal year which is July 1 – June 30. If expenses are extensive, reimbursement requests may be submitted monthly or quarterly. Please itemize the eligible expenses by the month of occurrence, not liquidation. If invoices are not received in this format, it could delay receipt of payment.

7.0 ACCOUNTING AND AUDIT

The Grantee shall maintain books, records, documents, and other evidence pertaining to the costs and expenses of implementing this Grant to the extent and in such detail that will accurately reflect the total cost of the Project. The Grantee shall use generally accepted accounting principles. All records shall be retained for a minimum of six (6) years after completion of the Project. The State, its representative, or the legislative auditor shall have the right to examine books, records, documents, and other evidence and accounting procedures and practices relevant to the Grant.

8.0 AMERICANS WITH DISABILITY ACT AND HUMAN RIGHTS

The Grantee, in the conduct of the Project, shall comply with the Americans with Disabilities Act of 1990 (P.L. 100-336), Minnesota Statutes Chapter 363 (the Minnesota Human Rights Act), and Minnesota Statutes, Sections 181.59-60 and all applicable rules and subsequent amendments.

9.0 WORKERS' COMPENSATION

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

10.0 LIABILITY

The Grantee agrees to indemnify, save, and hold the State, its agents, and employees harmless from any claims or causes of action, arising from the performance of this Grant by the Grantee, its agents, contractors or employees. This clause shall not be construed to bar any legal remedies the Grantee may have for the State's failure to fulfill its obligations under this Grant.

11.0 TERM

11.1 EFFECTIVE DATE

This Grant shall become legally effective upon such date as it is executed by the Department of Natural Resources and shall remain in effect until June 30, 2014, or until all obligations set forth in this Grant have been satisfactorily fulfilled, whichever occurs first.

11.2 TERMINATION

This Grant may be terminated by the State or the Grantee at any time with or without cause upon thirty (30) days' written notice to the other party. In the event of such a cancellation, the Grantee shall be entitled to payment determined on a pro rata basis for work or services satisfactorily performed.

11.3 AMENDMENTS

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

12.0 ASSIGNMENT

The Grantee shall neither assign nor transfer any rights or obligations under this agreement without the prior written consent of the State.

13.0 ANTI-TRUST PROVISION

The Grantee hereby assigns to the State of Minnesota any and all claims for overcharges as to goods and/or services provided in connection with the Grant resulting from antitrust violations which arise under the antitrust laws of the United States and the antitrust laws of the State of Minnesota.

14.0 CHOICE OF LAW

All matters relating to the performance of this Grant shall be controlled by and determined in accordance with the laws of the State of Minnesota.

15.0 DATA DISCLOSURE

Under Minnesota Statutes, Section 270.66, and other applicable law, the Grantee consents to disclosure of its social security number, federal employer tax identification number, and/or Minnesota tax identification number, already provided to the State, to federal and state tax agencies, and state personnel involved in the payment of state obligations. These identification numbers may be used in the enforcement of federal and state tax laws which could result in action requiring the Grantee to file state tax returns and pay delinquent state tax liabilities, if any.

IN WITNESS WHEREOF, the parties have caused this Grant Agreement to be duly executed intending to be bound thereby.

1. STATE ENCUMBRANCE VERIFICATION

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

By: Felicia Barnes

Date: 1/16/13

Contract No.: 3000032161/57426

2. GRANTEE

By: [Signature]

Title: Mayor

Date: 2-19-13

By: [Signature]

Title: Planning Director

Date: 2/20/2013

3. STATE OF MINNESOTA ACTING BY AND THROUGH ITS COMMISSIONER OF NATURAL RESOURCES

By: [Signature]

Title: DIRECTOR

Date: 2-25-13

Attorney: [Signature]

Clerk: [Signature]

Auditor: [Signature]

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

Exhibit A

The Grantee shall be responsible for the acquisition of real property and disposal of structures at properties described in table below, per information contained in the *Minnesota Recovers Task Force Request for Assistance*, dated October 24, 2012. Funds under this award may also be utilized to meet the local match for structures and properties acquired with federal funds through the Federal Emergency Management Agency HMGP program. Any properties considered under this grant award that are eligible for acquisition under the federal HMGP program must exhaust the federal funding available before utilizing state funds.

State Cost Share	Address	Special Flood Hazard Area (Flood Map)	Year Built
25%	1 131St Ave W Duluth 55808	Fringe	1928
25%	102 131St Ave W Duluth 55808	Fringe	1920
25%	13002 W 3rd St Duluth	Fringe	1928
25%	1128 W 2nd St Duluth 55808	Floodway	1891
25%	12304 State Hwy 23 Duluth 55808	Floodway	1921
25%	12810 Water Street Duluth	Floodway	1880
25%	13001 Cass St Duluth	Floodway	1958
25%	13002 Water St Duluth	Floodway	1928
25%	1622 Waverly St Duluth	Floodway	1959
25%	32 S 59th Ave W Duluth 55807	Floodway	1914
100%	13225 W 4th St Duluth 55808	No	2011
100%	1616 E Skyline Pkwy Duluth 55805	No	1938
100%	12 S 59th Ave W Duluth 55807	No	1908
100%	14 S 59th Ave W Duluth 55807	No	1899
100%	18 S 59th Ave W Duluth 55807	No	1902
100%	1101 97th Ave W Duluth 55808	No	1916
100%	216 E House St Duluth 55808	No	1913
100%	308 N 63rd Ave W Duluth	No	1913
100%	326 S 17th Ave E Duluth	No	1891
100%	3414 W 1st St Duluth 55807	No	1908
100%	4441 W Grand Ave, Duluth	No	1982

The Grantee shall acquire title to property, remove all structures, disconnect utilities, and restore topsoil and landscaping. All demolition material is to be disposed of in compliance with Federal, State, and local standards. Property acquired by the Grantee shall remain in permanent public ownership. The Grantee agrees that the land shall be used only for purposes compatible with open space, recreational, or wetlands management practices per State and local floodplain and shoreland management ordinances.

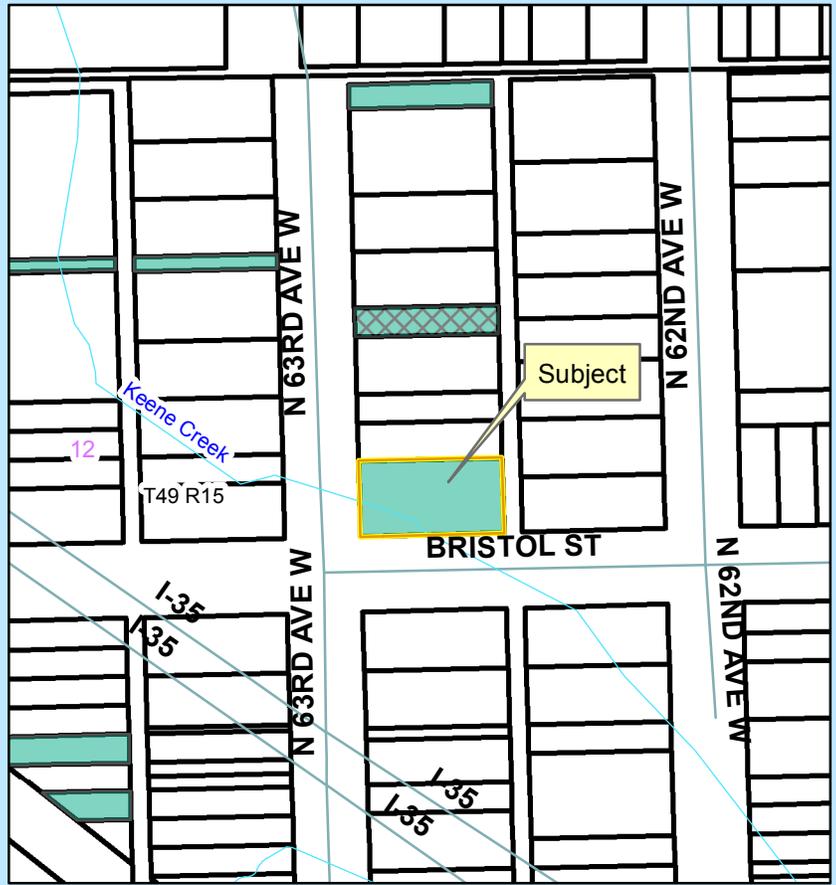
All project expenses not identified as being related to work outlined above, and as subsequently amended in Exhibit A of this Agreement, must be approved by the State in writing prior to the Grantee incurring said expense.



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

Special Sale Parcel

Legal: City of Duluth
LOTS 1 AND 2 AND SLY 17 FT OF LOT 3,
BLOCK 4
MACFARLANES GRASSY POINT ADD TO
DULUTH
Parcel Code: 010-3140-00700
Acres: 0.19
LDKey: 70356

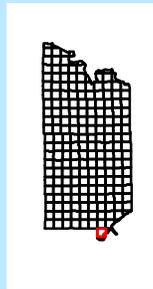


City of Duluth

Sec 12 Twp 49 Rge 15

Commissioner District #3

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

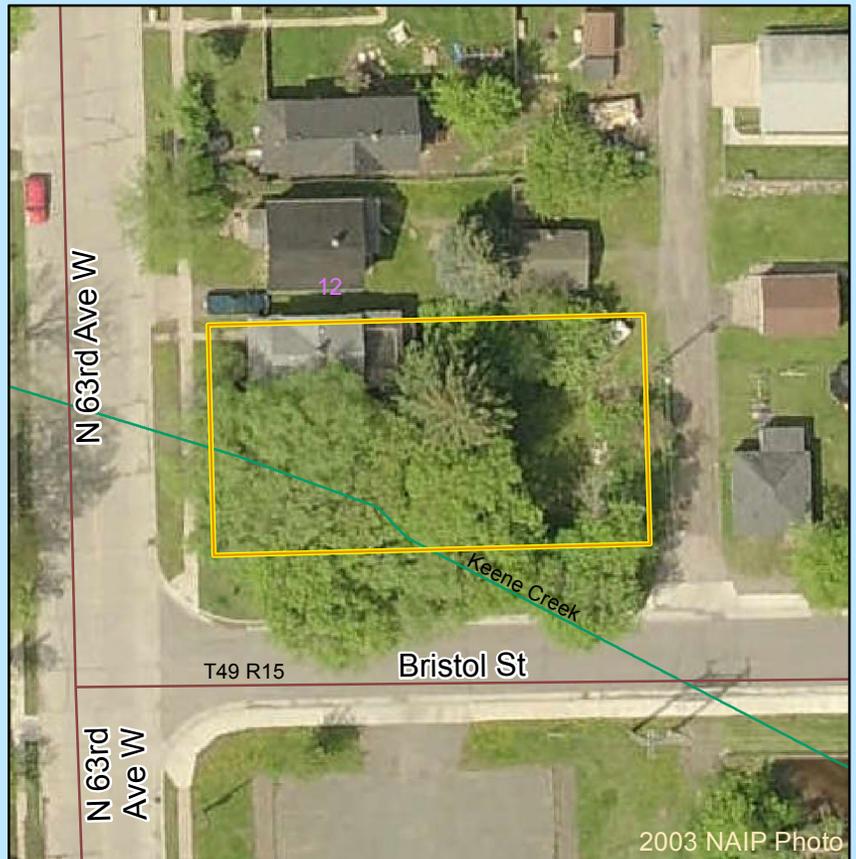


St. Louis County, Minnesota

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

**St. Louis County
Land and Minerals Department**

June, 2013



2003 NAIP Photo

BOARD LETTER NO. 13 – 239

ENVIRONMENT & NATURAL RESOURCES COMMITTEE CONSENT NO. 2

BOARD AGENDA NO.

DATE: June 25, 2013

Re: Contract with Northeast
Technical Services, Inc. for
Consulting and Engineering
Services

FROM: Kevin Gray
County Administrator

Ted Troolin, Director
Environmental Services

RELATED DEPARTMENT GOAL:

To act in a leadership capacity to ensure a sustainable integrated waste management system.

ACTION REQUESTED:

The St. Louis County Board is requested to approve a contract with Northeast Technical Services (NTS) for hydrogeologic evaluation of property Environmental Services (Department) may acquire from the Quad Cities' Biosolids Disposal Authority for the expansion of the county's leachate spray field, and for design work associated with the development of the site.

BACKGROUND:

St. Louis County operates a comprehensive waste management system that includes waste collection, recycling, special waste management, and the management of municipal solid waste, industrial waste, and construction and demolition waste. The Regional Landfill is a cornerstone of the system. During landfill operations, leachate is collected that must be managed. The leachate is pumped to two lined leachate storage ponds for treatment, then land applied on a 22-acre spray field. The crop is mowed, baled and returned to the landfill for use as frost protection.

The existing system has worked well, but concerns related to existing and possible future Minnesota Pollution Control Agency loading limit rates are such that the department believes it is prudent to acquire additional land for spray field expansion to better manage its leachate program. NTS has a proven track record, and currently

provides environmental consulting, monitoring and engineering services, and landfill permitting assistance. The proposed work is needed to complete landfill re-permitting and to maintain the long-term viability of the landfill and leachate treatment system.

Land is potentially available directly north of the current field. A hydrogeologic analysis including an assessment of current data, collection and evaluation of new data, and a general site design are needed to proceed with the proposed spray field expansion. In addition, the work must be completed for submission into the current Regional Landfill permit that is due by the end of 2013.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the appropriate county officials to enter into an agreement with Northeast Technical Services, Inc. to provide engineering and hydrogeologic services to pursue the potential expansion and permitting requirements of the Regional Landfill at a cost not to exceed \$56,979. Funding for this project is available from Fund 600 Agency 607001.

**Contract with Northeast Technical Services, Inc. for
Consulting and Engineering Services**

BY COMMISSIONER _____

WHEREAS, St. Louis County, through its Environmental Services Department, operates an integrated waste management program to provide disposal of waste materials for county residents; and

WHEREAS, The St. Louis County Board supports proper waste disposal which includes environmentally sound landfilling practices; and

WHEREAS, The opportunity for expansion of the existing leachate spray field is prudent to better manage the leachate program for this facility; and

WHEREAS, Environmental Services needs to address this potential project within its current landfill permit cycle; and

WHEREAS, Northeast Technical Services, Inc. has provided a quote not to exceed \$56,979 for the professional services associated with this project;

THEREFORE, BE IT RESOLVED That the St. Louis County Board authorizes the appropriate county officials to enter into an agreement with Northeast Technical Services, Inc. in an amount not to exceed \$56,979 to assist the Environmental Services Department with the permit submission process to the Minnesota Pollution Control Agency for possible expansion of the existing leachate spray field payable from Fund 600, Agency 607001.

BOARD LETTER NO. 13 - 240

PUBLIC WORKS & TRANSPORTATION COMMITTEE CONSENT NO. 3

BOARD AGENDA NO.

DATE: June 25, 2013 **RE:** Renovation of the Former 911 and
Mine Inspector Areas – Virginia
Public Works Garage

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 agreement for the renovation of the former 911 and Mine Inspector area of the Public Works Garage in Virginia, MN.

BACKGROUND:

The Public Works Department's 2013 Capital Improvement Budget includes the renovation of the former 911 and Mine Inspector areas of the Virginia Public Works Garage. This renovation will include a training center for all county departments that will accommodate approximately 40 people, a meeting room that will accommodate approximately 20 people, and an updated office space for the Public Works Bridge Division.

DSGW Architects was hired as a consultant to prepare a long term design solution for this area. The plan was put out for bids in the fall of 2012, but only one contractor bid on the project. It was decided to be in the best interest of St. Louis County to wait until spring to put it out for bids again.

The Purchasing Division solicited bids for the renovation of the former 911 area, with an alternate to update the Mine Inspector area of the Virginia Public Works Garage. Bids were opened on June 11, 2013 with the following results:

Max Gray Construction, Hibbing, MN	\$59,800.00 + \$5,900.00 (Alt.)
Lenci Enterprises, Virginia, MN	\$61,200.00 + \$5,200.00 (Alt.)

Last year's plan did not include the alternate to update the Mine Inspectors area. Even with this added alternate, the low bidder's price is approximately \$35,000 less than the only bidder's price last year.

RECOMMENDATION:

It is recommended the St. Louis County Board authorize an agreement with Max Gray Construction of Hibbing, MN for the renovation of the former 911 and Mine Inspector areas of the Virginia Public Works Garage, for a cost of \$65,700, payable from Fund 405, Agency 405060, and Object 663100.

**Renovation of the Former 911 and Mine Inspector Areas –
Virginia Public Works Garage**

BY COMMISSIONER _____

WHEREAS, The former 911 and Mine Inspector areas of the Virginia Public Works Garage are in need of renovation to make the space useable; and

WHEREAS, The Public Works Department's 2013 Capital Improvement Budget includes funding for this project;

THEREFORE, BE IT RESOLVED, The St. Louis County Board authorizes an agreement with Max Gray Construction of Hibbing, MN, for the renovation of the former 911 and Mine Inspector areas of the Virginia Public Works Garage, for a cost of \$65,700, payable from Fund 405, Agency 405060, Object 663100.

BOARD LETTER NO. 13 - 241

PUBLIC WORKS & TRANSPORTATION COMMITTEE
CONSENT NO. 4

BOARD AGENDA NO.

DATE: June 25, 2013 **RE:** Purchase of Sodium Chloride

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 approve the purchase of sodium chloride (road salt) for maintaining winter roads.

BACKGROUND:

The Public Works Department's 2013 budget includes funding for road salt. The salt will be purchased from one vendor with the lowest delivered price using the State of Minnesota Contract. The purchase is based on estimated annual quantities used based upon previous years' purchases. The estimated quantities of salt will be purchased from the following State Contract vendor:

**North American Salt Co.,
Overland Park, Kansas**

\$1,481,290.80

RECOMMENDATION:

It is recommended the St. Louis County Board authorize the estimated purchase of sodium chloride at the State of Minnesota Contract price from North American Salt Company of Overland Park, Kansas for a maximum delivered cost of \$1,481,290.80 plus State of Minnesota Sales Tax of \$101,838.74, for a total of \$1,583,129.54, payable from Fund 200, Agency 207013, Object 651700.

Purchase of Sodium Chloride

BY COMMISSIONER _____

WHEREAS, The Public Works Department's 2013 budget includes purchase of sodium chloride (road salt) for maintaining winter roads; and

WHEREAS, The Public Works Department requested State Contact Pricing for road salt; and

WHEREAS, North American Salt Company submitted the lowest delivered price to 17 locations in the amount of \$1,481,290.80;

THEREFORE, BE IT RESOLVED, the St. Louis County Board authorizes the estimated purchase of sodium chloride at the State of Minnesota Contract price from North American Salt Company of Overland Park, Kansas for a maximum delivered cost of \$1,481,290.80 plus State of Minnesota Sales Tax of \$101,838.74, for a total of \$1,583,129.54, payable from Fund 200, Agency 207013, Object 651700.

BOARD LETTER NO. 13 - 242

PUBLIC WORKS & TRANSPORTATION COMMITTEE CONSENT NO. 5

BOARD AGENDA NO.

DATE: June 25, 2013 **RE:** Acceptance of Flood Grant for
Storm Project WO 177705 – Bridge
Reconstruction on CR 284/Ugstad
Road (Proctor)

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 agreement accepting a Minnesota State Transportation Flood grant and committing to the use of local funds, to pay for that portion of the cost of bridge reconstruction which exceeds the grant amount for County Project 177705, SAP 69-598-041.

BACKGROUND:

Bids for the reconstruction of Bridge 69J97 on CR 284/Ugstad Road in Proctor, were let on May 30, 2013 and the project was awarded under Resolution No. 13-357 on June 11. Veit & Company, Inc. of Duluth, MN submitted the successful bid of \$174,894.00. Final approval of a grant for bridge reconstruction from the Minnesota State Transportation Flood Bond was received on June 14, 2013. The grant will offset \$174,894.00 in local funds which were anticipated.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize an agreement with the Minnesota Department of Transportation, accepting Minnesota State Transportation Flood Bond funds, and commit to the use of local funds for costs of Project SAP 69-598-041 which exceed the grant amount.

**Acceptance of Flood Grant for Storm Project WO 177705 –
Bridge Reconstruction on CR 284/Ugstad Road (Proctor)**

BY COMMISSIONER _____

WHEREAS, St. Louis County has applied to the Minnesota Commissioner of Transportation for a grant from the Minnesota State Transportation Fund for Bridge 69J97 construction of project SAP 69-598-041 on County Road 284 (Ugstad Road) in Proctor, MN; and

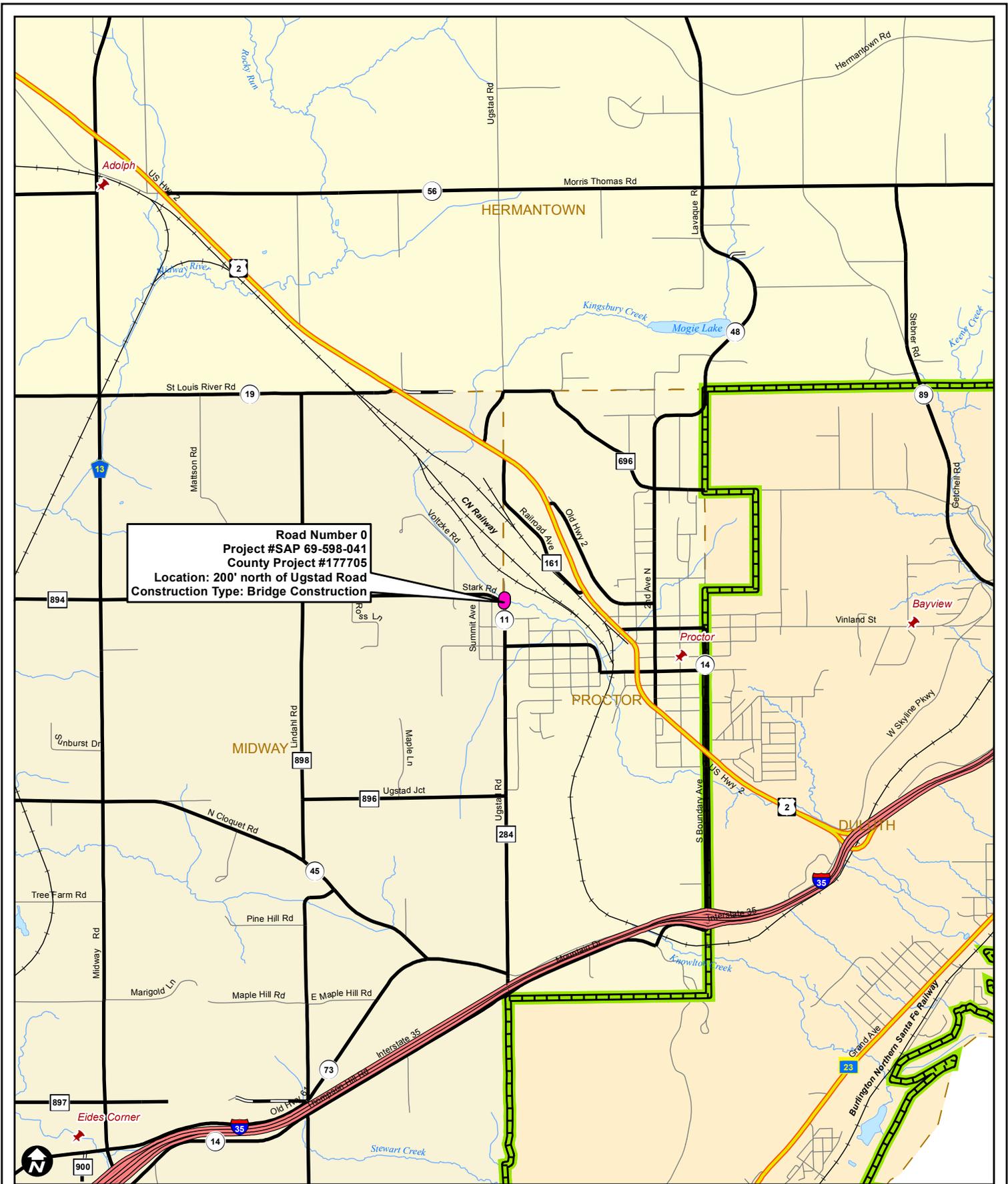
WHEREAS, The Commissioner of Transportation has given notice that funding for this project is available; and

WHEREAS, The amount of the grant has been determined to be \$174,894.00;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board agrees to the terms and conditions of the grant consistent with Minn. Stat., Section 174.50, Subd. 5, (3), will pay any additional amount by which the cost exceeds the estimate, and will return to the Minnesota State Transportation Fund any amount appropriated for the bridge reconstruction but not required;

RESOLVED FURTHER, That the appropriate county officials are authorized to execute a grant agreement with the Minnesota Commissioner of Transportation concerning the above-referenced grant.

Acct 266 Flood Bond Funds	\$174,894.00 Construction
---------------------------	---------------------------

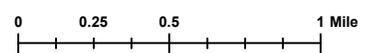


Road Number 0
Project #SAP 69-598-041
County Project #177705
Location: 200' north of Ugstad Road
Construction Type: Bridge Construction

St. Louis County 2013 Road & Bridge Construction

Map Components

- | | | |
|---------------------------------|----------------------------------|-------------------|
| 2013 Road & Bridge Construction | County/Unorg. Twp. Road - Paved | Township Boundary |
| Bridge Construction | County/Unorg. Twp. Road - Gravel | City/Town |
| Interstate Highway | Local Road/City Street | Lake |
| U.S./State Highway | Railroad | River/Stream |
| Commissioner District | | |



BOARD LETTER NO. 13 - 243

FINANCE & BUDGET COMMITTEE CONSENT NO. 6

BOARD AGENDA NO.

DATE: June 25, 2013 **RE:** Dedication of Permanent
Highway Easements over
County Fee Owned Property

FROM: Kevin Z. Gray
County Administrator

Tony Mancuso, Director
Property Management

RELATED DEPARTMENT GOAL:

Facilitate county fee land purchase, sale and easement activities.

ACTION REQUESTED:

The St. Louis County Board is requested to dedicate to the public, permanent highway easements over county fee owned property pursuant to Minn. Stat. § 163.11, prior to the sale of these properties.

BACKGROUND:

The St. Louis County owns in fee several properties that are now being considered for sale. It is necessary to preserve the highway right of way to construct and maintain these roadways which are adjacent to these properties.

RECOMMENDATION:

It is recommended that the St. Louis County Board dedicate to the public the permanent highway easements more particularly described on the attached Parcels 1 thru 7, and record a certified copy of the resolution in the office of the County Recorder.

**Dedication of Permanent Highway Easements
over County Fee Owned Property**

BY COMMISSIONER _____

WHEREAS, St. Louis County owns property which is being considered for sale;
and

WHEREAS, It is the intent of the St. Louis County Board to preserve additional highway right of way necessary to construct and maintain said segments of road when the county owned parcels are sold or transferred.

THEREFORE, BE IT RESOLVED, That pursuant to Minn. Stat. § 163.11, the St. Louis County Board hereby dedicates to the public the permanent highway easements more particularly described in County Board File No. _____, containing the following exhibits:

EXHIBIT A	Parcel 1	County State Aid Highway 22
EXHIBIT A & B	Parcel 2	County Road 973 (Bug Creek Road)
EXHIBIT A & B	Parcel 3	County State Aid Highway 23
EXHIBIT A & B	Parcel 4	County State Aid Highway 34
EXHIBIT A & B	Parcel 5	County State Aid Highway 31
EXHIBIT A & B	Parcel 6	County State Aid Highway 44
EXHIBIT A & B	Parcel 7	County Road 879 (Jackson Road)

RESOLVED FURTHER, That a certified copy of this County Board Resolution and County Board File No. _____ shall be recorded in the office of the St. Louis County Recorder.

EXHIBIT A
Parcel 1
County State Aid Hwy (CSAH 22)

Legal Description:

Beginning at a point 534.0 feet west and 33.0 feet south of the northeast corner of the Northeast 1/4 of the Northeast 1/4 Section 17, Township 61 North, Range 19 West, said point being on the southerly right of way line of the Tower-Itasca Road, also known as State Aid Road No. 22, and running thence south at an angle of 90 degrees formed with said southerly right of way line for a distance of 217.0 feet to a point; thence southwesterly at an angle of 146 degrees 30 minutes formed with the last described line for a distance of 408.0 feet to a point; thence westerly at an angle of 123 degrees 30 minutes formed with the last described line for a distance of 225.6 feet to a point; thence northerly at an angle of 90 degrees formed with the last described line for a distance of 557.0 feet to an intersection with southerly right of way line hereinbefore referred to; thence easterly for a distance of 450.0 feet to point of beginning. Said tract or parcel of land containing 4.88 acres, more or less, wholly within the Northeast 1/4 of the Northeast 1/4 Section 17, Township 61 North, Range 19 West.

Rights To Be Acquired:

A PERMANENT EASEMENT for highway purposes over, under and across that part of the above described property shown as parcels 8 and 8A on the plat designated as St. Louis County Highway Right of Way Plat NO. 17, on file and on record in the Office of the County Recorder in and for the County of St. Louis, Minnesota.

Said permanent easements contain approximately 0.16 acres of highway right of way.

EXHIBIT A
Parcel 2
County Road 973 (Bug Creek Rd)

Legal Description:

Beginning at a point Eight Hundred (800) Feet West of the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ - SW $\frac{1}{4}$), Section 13, Township 54 North, Range 17 West, of the Fourth Principal Meridian, thence due North for a distance of Seven Hundred Ninety-two (792) Feet; thence due West for a distance of Two Hundred Twenty (220) Feet; thence due South for a distance of Seven Hundred ninety-two (792) Feet to the South line of the NE $\frac{1}{4}$ - SW $\frac{1}{4}$; thence due East along said South line Two Hundred Twenty (220) Feet to the point of beginning. Said parcel containing 4.0 acres.
Parcel Code: 305-0020-02255

And

Beginning at a point 1020 feet West of the Southeast corner of the Northeast Quarter of the Southwest Quarter (NE $\frac{1}{4}$ - SW $\frac{1}{4}$), Section 13, Township 54 North, Range 17 West, of the Fourth Principal Meridian, thence due North for a distance of Seven Hundred Ninety-two (792) Feet to a point; thence due West for a distance of One Hundred Ten Feet to a point; thence due South for a distance of Seven Hundred ninety-two (792) Feet to the South line of the NE $\frac{1}{4}$ - SW $\frac{1}{4}$; thence due East along said South line One Hundred Ten (110) Feet to the point of beginning. Said parcel containing 2.0 acres.
Parcel Code: 305-0020-02254

Rights to Be Acquired:

A PERMANENT EASEMENT for highway purposes over, under and across the southerly 50.00 feet of the above described property.

Said permanent easement contains 0.38 acres of highway right of way.

**Exhibit B
Parcel 2
County Road 973 (Bug Creek Rd)**

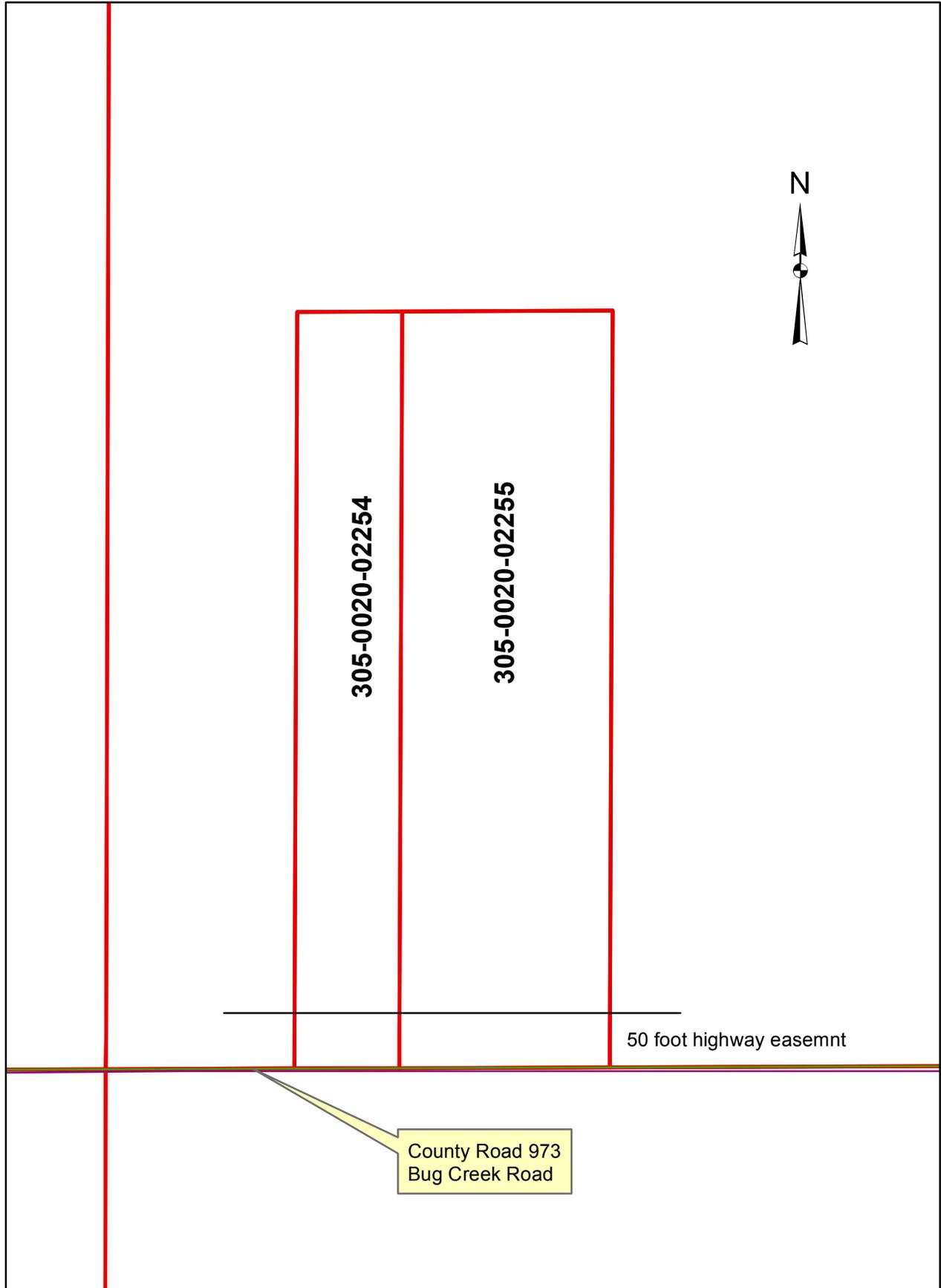


EXHIBIT A
Parcel 3
County State Aid Highway (CSAH) 23

Legal Description:

The Easterly Three Hundred and Thirty (E'ly 330') of the Northeast Quarter of the Northeast Quarter (NE ¼ of NE ¼), of Section Seventeen (17), Township Sixty-five (65) North, Range Seventeen (17) West.

Rights To Be Acquired:

A 130.00 foot PERMANENT EASEMENT for highway purposes over, under and across that part of the above described property, with a centerline described as follows:

Commencing at the Northeast Corner of said Section 17; thence South 00°19'32" East, assumed bearing along the section line thereof, a distance of 886.71 feet to the point of beginning of the line to be described; thence South 33° 29' 27" West a distance of 179.35 feet; thence Southwesterly along a tangential curve, concave to the Southeast, having a radius of 5729.58 feet, and a central angle of 03° 11' 11", a distance of 318.64 feet, said point being on the sixteenth line and said line there terminating.

The side lines of said easement are prolonged or shortened to terminate at the East and South and West boundary lines of the first described property

Said permanent easement contains approximately 1.47 acres of which 0.73 acres is present right of way ad 0.74 acres is additional right of way.

EXHIBIT A
Parcel 4
County State Aid Hwy 34
Howard Gnesen Road

Legal Description:

Lots 142 and 143, NORTON'S ACRE OUT-LOTS

And

Lot 101, NORTON'S ACRE OUT-LOTS lying easterly of the existing Howard Gnesen Road

Rights to Be Acquired:

A PERMANENT EASEMENT for highway purposes over, under and across the first above described property, a 90.00 foot wide strip being 45.00 feet to the right and left of the following described centerline.

Commencing at the west quarter corner of Section 10, T 50N, R 14W; thence East, along the east-west quarter line of said Section 10 a distance of 522.12 feet to the point of beginning of the line to be described; thence northwesterly, along a non-tangential curve concave to the northeast having a radius of 818.51 feet, central angle of 32 degrees 16 minutes 13 seconds (the chord of said curve at this point bears North 18 degrees 23 minutes 51 seconds West), a distance of 461.01 feet, and there terminating.

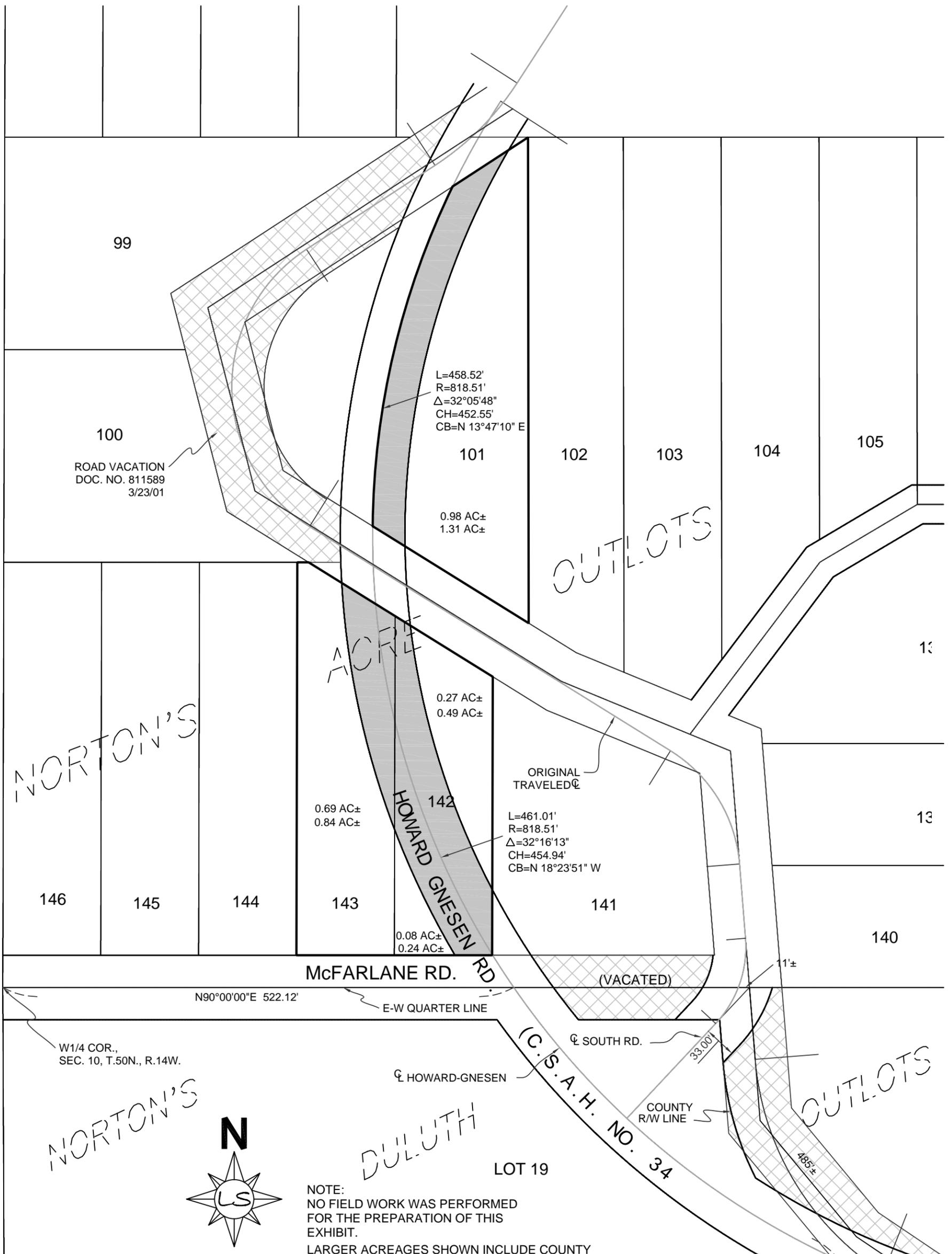
TOGETHER WITH A PERMANENT EASEMENT for highway purposes over, under and across the second above described property lying 50.00 to the right of the following described centerline.

Commencing at the west quarter corner of Section 10, T.50N., R.14W; thence East, along the east-west quarter line of said Section 10 a distance of 522.12 feet; thence northwesterly, along a non-tangential curve concave to the northeast having a radius of 818.51 feet, central angle of 32 degrees 16 minutes 13 seconds (the chord of said curve at this point bears North 18 degrees 23 minutes 51 seconds West), a distance of 461.01 feet to the point of beginning of the line to be described; thence northeasterly, along a non-tangential curve concave to the southeast having a radius of 818.51 feet, central angle of 32 degrees 05 minutes 48 seconds (the chord of said curve at this point bears North 13 degrees 47 minutes 10 seconds East), a distance of 458.52 feet to the north line of said Lot 101, and there terminating.

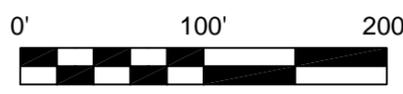
Said permanent easements contain approximately 1.31 acres of highway right of way.

EXHIBIT B

Parcel 4
County State Aid Highway No. 34
Howard Gnesen Road



NOTE:
NO FIELD WORK WAS PERFORMED
FOR THE PREPARATION OF THIS
EXHIBIT.
LARGER ACREAGES SHOWN INCLUDE COUNTY
ROAD R/W, SMALLER EXCLUDE R/W.



 DENOTES AREA VACATED BY CITY OF DULUTH

 DENOTES EXISTING COUNTY HIGHWAY EASEMENT

SAINT LOUIS COUNTY
Property Management
Courthouse
Duluth, MN 55802
L 142, 143 & Pt. L 101, Nortons Acre Outlots,
City of Duluth, St. Louis Co., MN

Norman B. Livgard
Registered Land Surveyor
6115 Wilderness Ridge
Saginaw, MN 55779
Tele: 218-729-6785
Cell: 218-390-6787

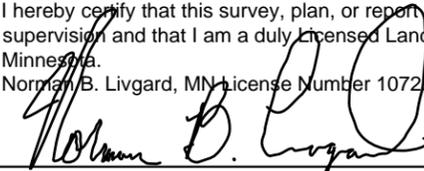
I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.
Norman B. Livgard, MN license Number 10725

Date: 4-22-13

EXHIBIT A

Parcel 5 Road Number - 31 Bridge - 148 County Project - 177720
State Project Number - SAP 069-631-008

Property Legal Description:

That part of the South One-half of the Northeast Quarter (S 1/2 of NE 1/4) lying southerly of the Plat of Brookston, and westerly of the centerline of County State Aid Highway No. 31 as said road existed on November 12, 1996, containing 6.4 acres more or less, in Section Thirty-four (34), Township Fifty-one (51), North of Range Eighteen (18) West of the Fourth Principal Meridian.

Rights to be acquired:

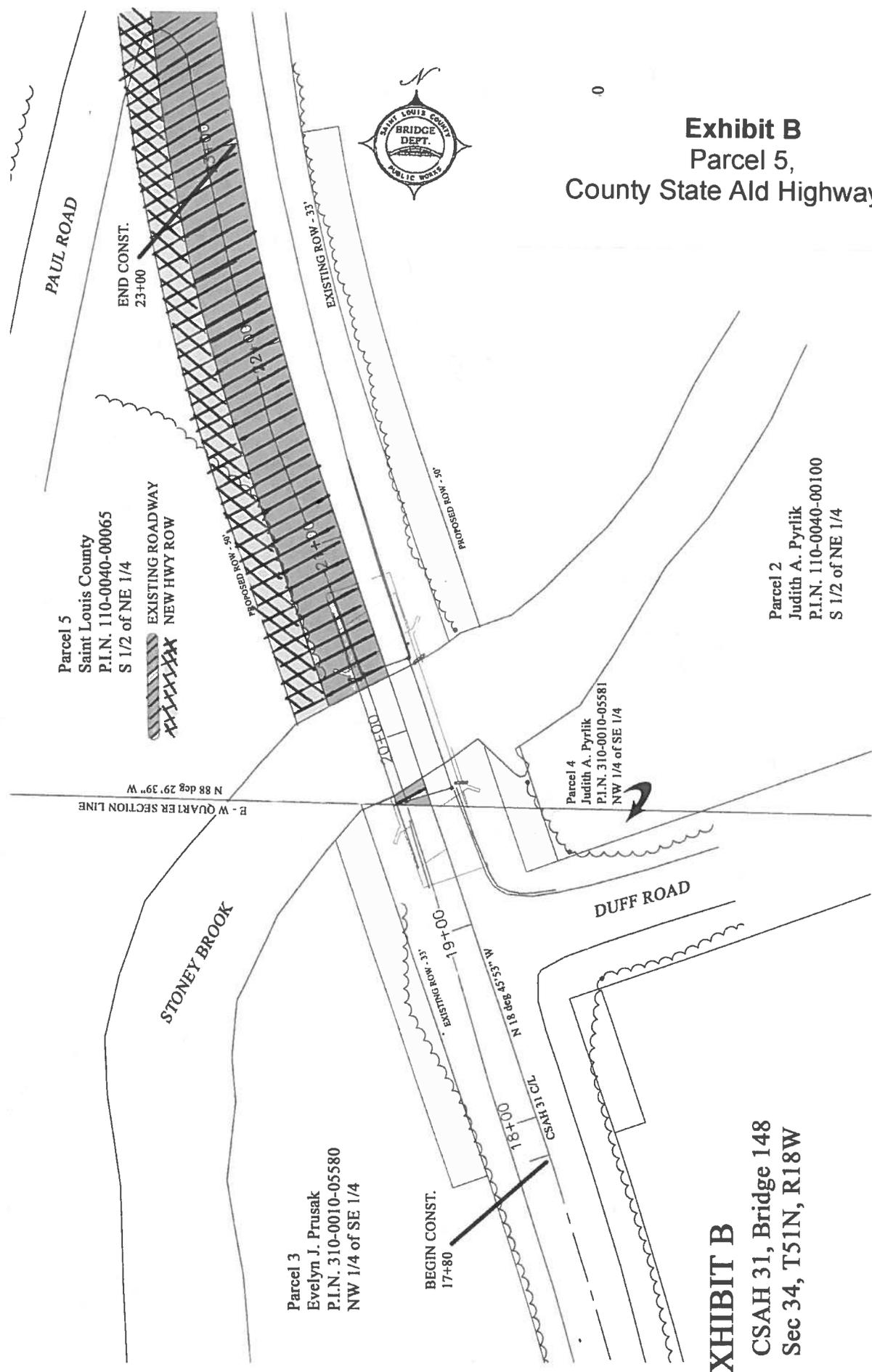
A 50.00 foot PERMANENT EASEMENT for Highway purposes over, under, and across the above described property. Said Easement being 50.00 feet to the left of the following described line:

Commencing at the East quarter corner of Section 34, Township 51 North, Range 18 West, and assuming the east to west quarter section line bears North 88 degrees 29 minutes 39 seconds West; thence westerly along said quarter section line a distance of 2210.70 feet to the point of beginning of the line to be described; thence North 18 degrees 45 minutes 53 seconds West a distance of 178.23 feet; thence northerly along a tangential curve, concave to the east, with radius of 990.00 feet and central angle of 28 degrees 29 minutes 26 seconds a distance of 492.27 feet; thence North 12 degrees 27 degrees 16 seconds East a distance of 150.00 feet more or less to the north property line and there terminating.

The side lines of said easement are to be prolonged or shortened to terminate at the north and south property lines.

Described easement contains approximately 0.94 acre, of which, 0.62 acre is existing roadway and 0.32 acre is new highway right of way.

Exhibit B
Parcel 5,
County State Ald Highway 31



Parcel 5
 Saint Louis County
 P.I.N. 110-0040-00065
 S 1/2 of NE 1/4

Parcel 2
 Judith A. Pyrltik
 P.I.N. 110-0040-00100
 S 1/2 of NE 1/4

Parcel 4
 Judith A. Pyrltik
 P.I.N. 310-0010-05581
 NW 1/4 of SE 1/4

Parcel 3
 Evelyn J. Prusak
 P.I.N. 310-0010-05580
 NW 1/4 of SE 1/4

EXHIBIT B
CSAH 31, Bridge 148
Sec 34, T51N, R18W

EXHIBIT A
Parcel 6
County State Aid Highway 44

Legal Description:

Beginning at a point thirty-three (33.0 Ft) west of the Northeast corner of the Southeast quarter of the Southwest quarter (SE $\frac{1}{4}$ of SW $\frac{1}{4}$) of Section thirty-four (34) Township Fifty-six(56) North, Range Twelve (12) West; thence south and parallel to the north and south quarter line of said Section 34, a distance of 417.4 feet, thence west 208.7 feet, thence north and parallel to the North and South Quarter line a distance of 417.4 ft; thence east 208.7 feet, to the point of beginning.

Rights To Be Acquired:

A 17.00 foot PERMANENT EASEMENT for highway purposes over, under and across the easterly 17.00 feet of the above described property.

Said permanent easement contains approximately 0.16 acres of highway right of way.

**Exhibit B
Parcel 6
County State Aid Highway 44**

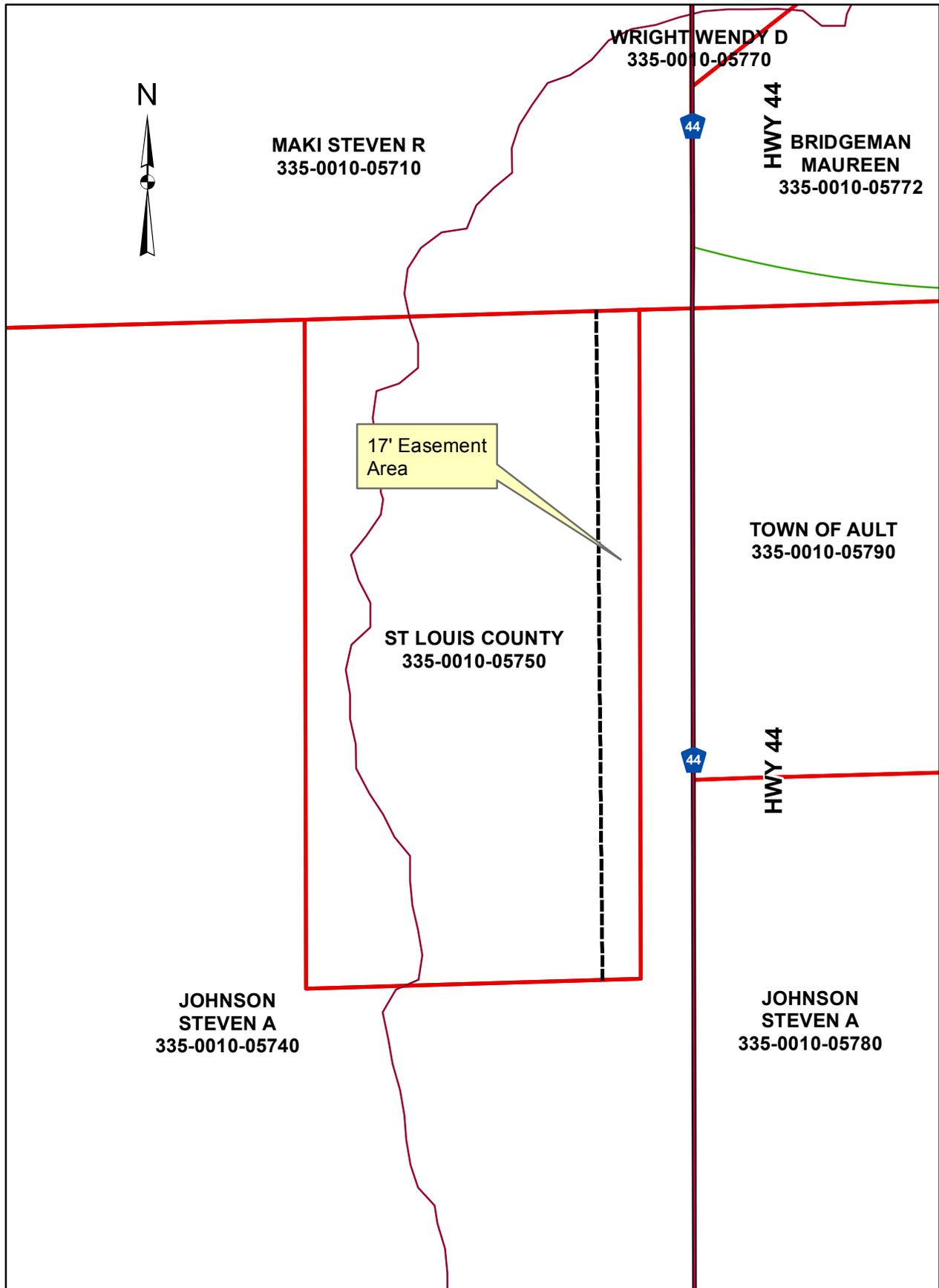


EXHIBIT A
Parcel 7
County Road 879 (Jackson Road)

Legal Description:

Part of the Northwest Quarter of the Southwest Quarter of Section 29, Township 50 North, Range 16 West, more particularly described as follows:

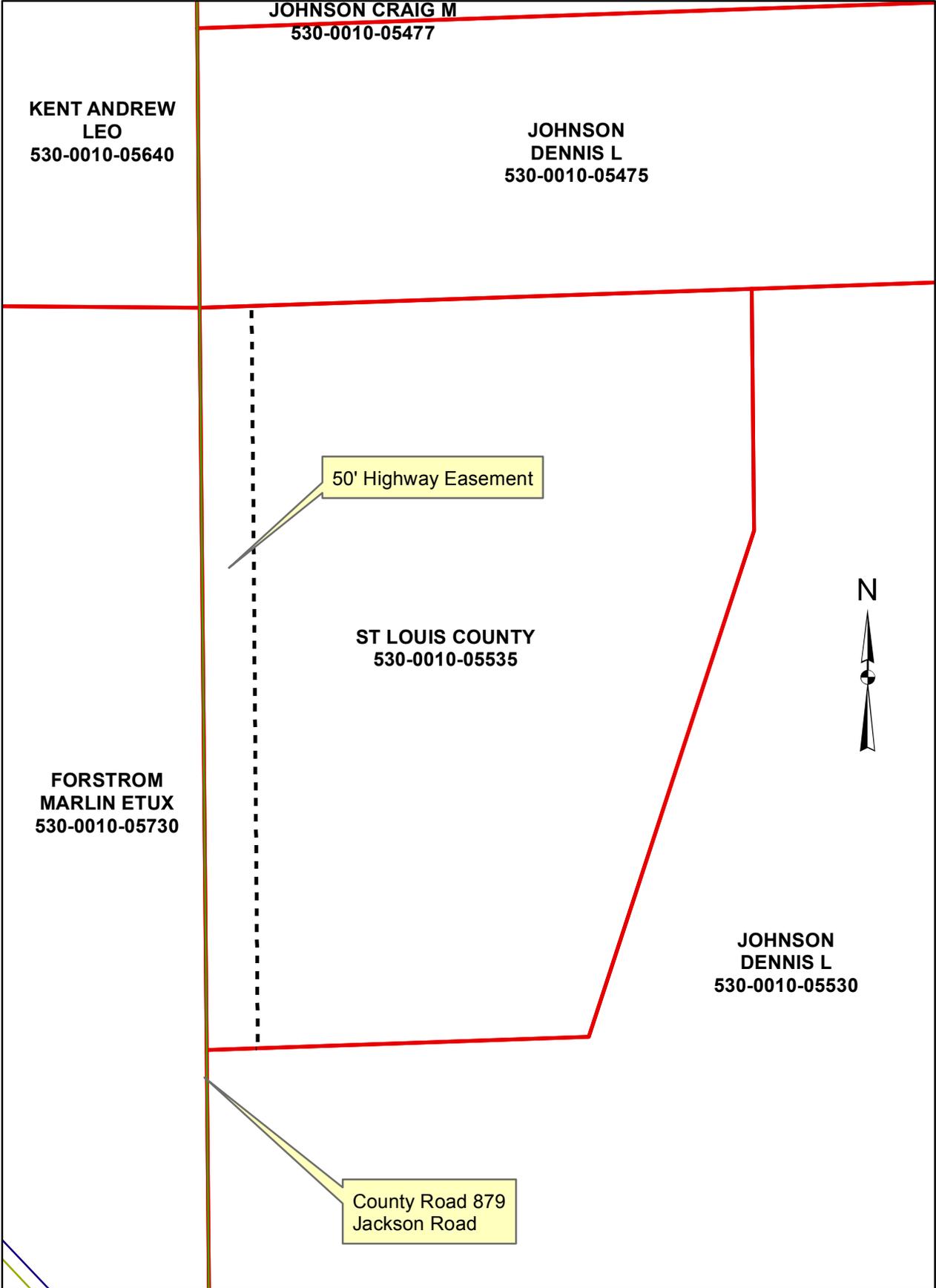
Beginning at the Northwest corner of the NW $\frac{1}{4}$ - SW $\frac{1}{4}$, Section 29, Township 50 North, Range 16 West, and running East along the North line of said NW $\frac{1}{4}$ - SW $\frac{1}{4}$ for a distance of 650 feet to a point; thence due South at right angles to the said North line for a distance of 284.17 feet to a point; thence at an angle of $18^{\circ}37'$ to the right, from the last described line, for a distance of 626.54 feet to a point; thence at an angle of $61^{\circ}23'$ to the right, from the last described line, for a distance of approximately 350 feet to the West line of said NW $\frac{1}{4}$ - SW $\frac{1}{4}$; thence North along said West line for a distance of 834.71 feet to the point of beginning.

Rights To Be Acquired:

A 50.00 foot PERMANENT EASEMENT for highway purposes over, under and across that part of the above described property, lying westerly of a line 50.00 feet easterly and parallel with the west line of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 29, Township 50 North, Range 16 West.

Said permanent easement contains approximately 1.10 acres of highway right of way.

**Exhibit B
Parcel 7
County Road 879 (Jackson Road)**



BOARD LETTER NO. 13 - 244

FINANCE & BUDGET COMMITTEE CONSENT NO. 7

BOARD AGENDA NO.

DATE: June 25, 2013 **RE:** Abatement List for Board Approval

FROM: Kevin Z. Gray
County Administrator

Mark Monacelli, Director
Public Records & Property Valuation

David L. Sipila
County Assessor

RELATED DEPARTMENT GOAL:

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

ACTION REQUESTED:

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

BACKGROUND:

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

RECOMMENDATION:

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

Abatement List for Board Approval

BY COMMISSIONER _____

RESOLVED, That the St. Louis County Board approves the applications for abatements, correction of assessed valuations and taxes plus penalty and interest, and any additional accrual, identified in County Board File No. 59577.

Abatements Submitted for Approval by the St. Louis County Board
on 7/2/2013

<u>PARCEL CODE</u>	<u>AUD NBR</u>	<u>NAME</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>APPRAISER</u>	<u>REASON</u>	<u>YEAR</u>	<u>REDUCTION</u>
40 206 290	0 14779	AHO, WILLIAM	R	Eveleth	Ben Thomas	HOMESTEAD	2013	372.20
235 7010 7090	0 14780	AM NATL RED CROSS	R	Balkan	Dave Sipila	EXEMPT	2011	8.00
235 7010 7090	0 14781	AM NATL RED CROSS	R	Balkan	Dave Sipila	EXEMPT	2012	8.00
235 7010 7090	0 14782	AM NATL RED CROSS	R	Balkan	Dave Sipila	EXEMPT	2013	8.00
320 7010 280	0 14783	AM NATL RED CROSS	R	Ellsburg	Dave Sipila	EXEMPT	2011	8.00
320 7010 280	0 14784	AM NATL RED CROSS	R	Ellsburg	Dave Sipila	EXEMPT	2012	8.00
320 7010 280	0 14785	AM NATL RED CROSS	R	Ellsburg	Dave Sipila	EXEMPT	2013	8.00
10 1240 285	0 14786	CHIDA, RICHARD	R	City of Duluth	Bruce Eichorn	HOMESTEAD	2013	676.98
10 1390 1150	0 14787	CODY, SHAWN	R	City of Duluth	Mike Busick	HOMESTEAD	2013	354.16
141 50 5255	0 14788	DAHLEN, BETH	R	Hibbing	Bruce Sandberg	HOMESTEAD	2013	597.66
340 10 2999	0 14789	DELORIA, RICHARD	R	Fayal	Patrick Orent	HOMESTEAD	2013	9.96
340 172 20	0 14790	DELORIA, RICHARD	R	Fayal	Patrick Orent	HOMESTEAD	2013	464.18
120 60 140	0 14791	EDBLUM, RICHARD	R	Cook	Dave Jarvela	VALUATION	2013	312.38
505 15 2633	0 14837	GLORIA DEI LUTHERAN	R	Pike	Chris Link	EXEMPT	2013	1,654.64
10 790 8060	0 14792	GRESSMAN, SUSANNAH	R	City of Duluth	Lana Anderson	HOMESTEAD	2012	306.28
420 22 2080	0 14793	HALLOCK, MARGARET	R	Lavell	Daryl Benson	HOMESTEAD	2013	572.88
150 20 240	0 14794	HAMBLY, MICHAEL	R	Kinney	Dave Jarvela	HOMESTEAD	2013	0.00
90 110 870	0 14795	HULETT, PETER	R	Virginia	Cheryl Weappa	HOMESTEAD	2013	578.24
15 50 670	0 14796	JOHANSEN, STUART	R	Biwabik C.	Patrick Orent	VALUATION	2013	239.86
115 30 2830	0 14797	KEALY, BRIAN	R	Buhl	Brian Grahek	VALUATION	2011	26.50
115 30 2830	0 14798	KEALY, BRIAN	R	Buhl	Brian Grahek	VALUATION	2012	32.74
115 30 2830	0 14799	KEALY, BRIAN	R	Buhl	Brian Grahek	VALUATION	2013	7.56
140 105 580	0 14801	KOIVISTO, PAMELA	R	Hibbing	Kari Kilen	HOMESTEAD	2013	506.96
15 50 230	0 14800	KUITUNEN, JEFFREY	R	Biwabik C.	Patrick Orent	HOMESTEAD	2013	65.00
90 89 90	0 14802	KUNNARI, SARAH	R	Virginia	Cheryl Weappa	HOMESTEAD	2013	699.02
260 21 80	0 14803	LEONI, JOSEPH	R	Biwabik	Patrick Orent	HOMESTEAD	2013	939.20
140 110 390	0 14804	LINDSAY, BRYAN	R	Hibbing	Bruce Sandberg	HOMESTEAD	2013	674.46
677 12 20	0 14805	LOBB, JOSHUA	R	57-16	Tom Carlson	HOMESTEAD	2013	604.08
10 780 100	0 14806	MAILER, GIDEON	R	City of Duluth	Bruce Eichorn	HOMESTEAD	2013	382.78
10 1840 1210	0 14807	MAIOLO, JOSEPH	R	City of Duluth	Bemen Carlson	HOMESTEAD	2013	268.34
10 4430 3420	0 14808	MEHLUM, LEROY	R	City of Duluth	Bruce Eichorn	HOMESTEAD	2013	385.46
308 70 70	0 14809	MOHR, JAMES	R	Crane Lake	Jan Jackson	VALUATION	2013	210.60
30 380 510	0 14810	MURTO, KENNETH	R	Ely	Andrew Olson	HOMESTEAD	2013	734.98
141 50 4945	0 14811	MYRUM, PAULINE	R	Hibbing	Carol Waselk	HOMESTEAD	2013	686.08

<u>PARCEL CODE</u>			<u>AUD NBR</u>	<u>NAME</u>	<u>TYPE</u>	<u>LOCATION</u>	<u>APPRAISER</u>	<u>REASON</u>	<u>YEAR</u>	<u>REDUCTION</u>	
40	10	1580	0	14812	NOVELAN, BARRY	R	Eveleth	Beth Sokoloski	HOMESTEAD	2013	439.14
10	620	1910	0	14813	OLSON, JOANNA	R	City of Duluth	Bemen Carlson	HOMESTEAD	2013	302.38
140	105	1665	0	14814	OLSON, TRAVIS	R	Hibbing	Bruce Sandberg	HOMESTEAD	2013	616.48
365	40	90	0	14815	PAJUNEN, DAVID	R	FREDENBERG	Daryl Benson	HOMESTEAD	2013	415.12
260	15	332	0	14816	PIERSON, JON	R	Biwabik	Patrick Orent	VALUATION	2012	58.84
260	15	332	0	14817	PIERSON, JON	R	Biwabik	Patrick Orent	VALUATION	2013	58.90
260	15	334	0	14818	PIERSON, JON	R	Biwabik	Patrick Orent	VALUATION	2012	58.84
260	15	334	0	14819	PIERSON, JON	R	Biwabik	Patrick Orent	VALUATION	2013	58.90
260	15	336	0	14820	PIERSON, JON	R	Biwabik	Patrick Orent	VALUATION	2012	43.60
260	15	336	0	14821	PIERSON, JON	R	Biwabik	Patrick Orent	VALUATION	2013	43.62
190	10	1130	0	14822	PLUTH, GREGORY	R	Winton	Andrew Olson	HOMESTEAD	2013	761.04
115	40	278	0	14836	PULFORD, CRAIG	R	Buhl	Brian Grahek	HOMESTEAD	2013	51.50
115	40	284	0	14835	PULFORD, CRAIG	R	Buhl	Brian Grahek	HOMESTEAD	2013	135.18
10	3110	1750	0	14823	RALPH, CHARLES	R	City of Duluth	Bruce Eichorn	HOMESTEAD	2013	181.16
141	50	3675	0	14824	RIBICH, JEFFREY	R	Hibbing	Carol Waselk	HOMESTEAD	2013	556.60
260	49	20	0	14825	SAILER, JOSEPH	R	Biwabik	Patrick Orent	HOMESTEAD	2013	643.24
90	60	130	0	14826	SANDNAS, JOCELYN	R	Virginia	Rick Puhek	HOMESTEAD	2013	365.70
10	1350	8070	0	14827	SHERMAN, NICHOLAS	R	City of Duluth	Bruce Eichorn	HOMESTEAD	2013	851.36
290	10	1911	0	14828	SKAUDIS, EDWARD	R	Cherry	Daryl Benson	HOMESTEAD	2013	629.40
142	20	2090	0	14829	SORUM, RICHARD	R	Hoyt Lakes	Beth Sokoloski	HOMESTEAD	2013	645.82
30	60	850	0	14830	STEPAN, STEVEN	R	Ely	Andrew Olson	HOMESTEAD	2013	836.52
305	20	4252	0	14831	STEVENSON, ROBERT	R	Cotton	ANDY PLESHA	HOMESTEAD	2011	552.58
305	20	4252	0	14832	STEVENSON, ROBERT	R	Cotton	ANDY PLESHA	HOMESTEAD	2012	583.48
580	20	60	0	14833	SUNDBOM, LORI	R	Wuori	Daryl Benson	HOMESTEAD	2013	613.48
235	10	720	0	14834	THRONSON, BILL	R	Balkan	Brian Grahek	HOMESTEAD	2013	876.80

BOARD LETTER NO. 13 – 245

PUBLIC SAFETY & CORRECTIONS COMMITTEE

CONSENT NO. 8

BOARD AGENDA NO.

DATE: June 25, 2013

RE: Contract with Evergreen
Construction, Inc. for the U.S.
Forest Service Ely Site Project

FROM: Kevin Z. Gray
County Administrator

Ross Litman
County Sheriff

Mark Weber, Director
Land and Minerals

RELATED DEPARTMENT GOAL:

To enhance public safety.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize a contract with Evergreen Construction, Inc., Ely, MN, for the U.S. Forest Service Ely Site Project.

BACKGROUND:

On February 7, 2012, the St. Louis County Board adopted Resolution No.12-69 authorizing acceptance of the 2011 Hazardous Fuels Reduction Grant. St. Louis County has worked with the U.S. Forest Service to identify projects that will promote the Hazardous Fuels Reduction Grant (also known as the Stevens Grant) objective. Evergreen Construction, Inc., Ely, MN, was awarded the project in the amount of \$99,000 for the Ely site project. The project consists of creating a Home Ignition Zone to national standards of 200 feet around structures, reduce hazardous fuels and fire risk on private lands, and improve forest health on a landscape level on approximately 66 acres.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorizes a contract with Evergreen Construction, Inc., Ely, MN, for the U.S. Forest Service Ely Site Project in the amount of \$99,000, to be accounted for in Fund 290, Agency 290999, Grant 29003 Year 2011.

**Contract with Evergreen Construction, Inc. for the
U.S. Forest Service Ely Site Project**

BY COMMISSIONER _____

WHEREAS, On February 7, 2012, the St. Louis County Board adopted Resolution No.12-69 authorizing acceptance of the Hazardous Fuel Reduction Grant; and

WHEREAS, St. Louis County has worked with the U.S. Forest Service to identify projects that will promote the Hazardous Fuels Reduction Grant objective, including the Ely Site Project; and

WHEREAS, Evergreen Construction, Inc., of Ely, MN, was awarded the project in the amount of \$99,000;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes a contract with Evergreen Construction, Inc., Ely, MN, for the U.S. Forest Service Ely Site Project in the amount of \$99,000, to be accounted for in Fund 290, Agency 290999, Grant 29003, Year 2011.

BOARD LETTER NO. 13 - 246

PUBLIC SAFETY & CORRECTIONS COMMITTEE CONSENT NO. 9

BOARD AGENDA NO.

DATE: June 25, 2013

RE: Application and Acceptance of
2013 Hazardous Fuel
Reduction Grant

FROM: Kevin Z. Gray
County Administrator

Ross Litman
County Sheriff

Mark Weber, Director
Land and Minerals

RELATED DEPARTMENT GOAL:

To enhance public safety.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize the application and acceptance of the 2013 Hazardous Fuels Reduction Grant on behalf of the Superior National Forest.

BACKGROUND:

The 2013 Hazardous Fuels Reduction Grant includes funding for a grant program awarded to the Superior National Forest to reduce the threat of wildfires in high-risk areas identified in the St. Louis County Community Wildfire Protection Plan, adopted by the County Board on August 12, 2008 by Resolution No. 08-443. These funds are strictly for hazardous fuels cleanup (pruning, chipping, mulching, mechanical and/or hand piling and burning).

The Superior National Forest was afforded this opportunity to work closely with private landowners to create defensible space and reduce the fire hazards associated with hazardous fuels on private land by being named the grantee for this funding. In total, the Superior National Forest has received \$721,600 for these efforts and is partnering with St. Louis County (\$240,000 of the total grant award) and Lake County to carry out these efforts.

St. Louis County will participate as fiscal agent for these funds and as a partner in facilitating this program. The County Land and Minerals Department will retain up to 5% of the grant funds (\$12,000) for personnel costs.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the application and acceptance of the 2013 Hazardous Fuels Reduction Grant funding in the amount of \$240,000 for the period September, 2013 through September, 2014, and authorize the county to serve as fiscal agent on behalf of the Superior National Forest, to be accounted for in Fund 290, Agency 290999, Grant 29003, Year 2013.

Application and Acceptance of 2013 Hazardous Fuel Reduction Grant

BY COMMISSIONER _____

WHEREAS, The Hazardous Fuels Reduction Grant of 2011 provided \$721,600 to the Superior National Forest, which specifically includes \$240,000 for reducing the threat of wildfires in high-risk areas as identified in the St. Louis County Community Wildfire Protection Plan; and

WHEREAS, On August 12, 2008, by Resolution No 08-443, the County Board approved the St. Louis County Community Wildfire Protection Plan, and this funding is a mechanism to carry out the plan;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes application and acceptance of the 2013 Hazardous Fuels Reduction Grant funding on behalf of the Superior National Forest in the amount of \$240,000 for the period September, 2013 through September 2014;

RESOLVED FURTHER, That St. Louis County will serve as fiscal agent, with funds to be accounted for in Fund 290, Agency 290999 Grant 29003, Year 2013.

BOARD LETTER NO. 13 – 247

PUBLIC SAFETY & CORRECTIONS COMMITTEE

CONSENT NO. 10

BOARD AGENDA NO.

DATE: June 25, 2013

RE: Title III Funds for Firewise
Communities Activities

FROM: Kevin Z. Gray
County Administrator

Ross Litman
County Sheriff

RELATED DEPARTMENT GOAL:

To enhance public safety.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize the use of U.S. Forest Service Title III funding for Firewise Communities activities.

BACKGROUND:

On October 3, 2008 the Secure Rural Schools (SRS) and Community Self-Determination Act of 2000 was amended and reauthorized affecting counties receiving U.S. Forest Service payments for a share in the 25 percent payment to the state. It was then reauthorized for federal fiscal year 2012 as part of Public Law 112-141.

Counties were required to make an election on retaining the state's 25 percent share or convert to the Secure Rural Schools and Community Self-Determination Act funding and the County Board authorized election of the SRS funding which provided substantial additional funding to the schools and to road projects in St. Louis County (Resolution No. 08-586). St. Louis County renews the allocation each year by September 30th to maximize its return.

25% of receipts		
Title 1	85%	Schools (event split of 85% required)
		Roads (event split of 85% required)
Title II	15%	8% Title II – utilized by the Forest Services' Resource Advisory Committee (RAC)
Title III		7% Title III – Firewise activities

Title III projects are developed and selected by the counties. Title III funds may be used to carry out the Firewise Communities Program, develop community wildfire protection plans, and reimburse for emergency services paid for by counties and performed on federal land (e.g. search and rescue, firefighting). Each year St. Louis County submits a

certification that the funds were used in accordance with Title III. The authority to initiate Title III projects terminates on September 30, 2013. Funds not spent or obligated by that date will be returned to the U.S. Treasury.

St. Louis County has worked with the U.S. Forest Service, Minnesota Department of Natural Resources, local fire departments, and communities throughout the county to develop a community Wildfire Protection Program. For 2013, the only projects identified are removal of fire fuels such as brush and debris, and development of geographical utility and hazard data for the Geographic Information System (GIS) for planning, responding, and mitigating wildland fires, search and rescue operations, and other emergency services.

All projects proposed are at or near completion with funding expiring September 30, 2013.

Purpose	Project Details	Amount
Protection from wildland fires by landscaping and removing fuels.	Clean Up Days. Work with U.S. Forest Service and Minnesota Department of Natural Resources to identify locations and implement clean up of brush, branches and other fire fuels.	\$45,156.64

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the Sheriff's Office to use Title III funding for the authorized Firewise Communities activities, to be accounted for in Fund 100 Agency 135999, Grant 13503, Year 2012.

Title III Funds for Firewise Communities Activities

BY COMMISSIONER _____

WHEREAS, The U.S. Forest Service has made available Title III funding for St. Louis County to carry out Firewise Communities activities; and

WHEREAS, The St. Louis County Sheriff's Office will enhance its preparation for wildland fires and emergency response as a result of this funding;

THEREFORE, BE IT RESOLVED, That the St. Louis County Board authorizes the Sheriff's Office to use Title III funding for authorized Firewise Communities activities, to be accounted for in Fund 100, Agency 135999, Grant 13503, Year 2012.

BOARD LETTER NO. 13 - 248

FINANCE & BUDGET COMMITTEE CONSENT NO. 11

BOARD AGENDA NO.

DATE: June 25, 2013

RE: Establish Public Hearing to Consider Allegations of Liquor Law Violation – A.P. Liquor (Gnesen Township)

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor

Mark Rubin
County Attorney

RELATED DEPARTMENT GOAL:

Provide mandated and discretionary licensing services in a timely manner.

ACTION REQUESTED:

The St. Louis County Board is requested to establish a public hearing to consider penalties and/or suspension of the liquor license issued to A. P. Inc. d/b/a A. P. Liquor, Gnesen Township, for alleged liquor law violation, sale to minor on June 3, 2013.

BACKGROUND:

Pursuant to St. Louis County Ordinance No. 28, Section 13.01, Any liquor license issued pursuant to this Ordinance may be suspended or revoked for up to sixty (60) days, a civil penalty of up to \$2,000 imposed for each violation, or a combination of any of these sanctions may be imposed by the County Board upon cause shown after a hearing. A hearing shall be held pursuant to the provisions of these subdivisions and any other uniform rules for hearings promulgated by the County Board. Cause for revocation or suspension or civil penalty or any combination of these sanctions includes, but is not limited to, the filing of false information on a license application, violation of any liquor laws, regulations or provisions of the Ordinance, or failure to maintain any licenses issued by the Minnesota Department of Health as may be required.

RECOMMENDATION:

It is recommended that a public hearing on the matter be scheduled for July 30, 2013, at 9:40 a.m. in the Floodwood City Hall, Floodwood, Minnesota.

**Establish Public Hearing to Consider Allegations of Liquor Law Violation –
A.P. Liquor (Gnesen Township)**

BY COMMISSIONER _____

RESOLVED, That a public hearing will be held at 9:40 a.m. on Tuesday, July 30, 2013, in the Floodwood City Hall, Floodwood, Minnesota, for the consideration of the allegations, sale to minor on June 3, 2013, and, if proven, the suspension or revocation of the liquor license issued to A. P. Inc. d/b/a A. P. Liquor, Gnesen Township, and/or the imposition of civil penalties for the violation.

pay period; the “commencing 25 months” sick leave tier is reduced from 5.25 to 4.0 hours per pay period; the maximum sick leave accumulation is reduced from 1,900 to 1,350 hours and the maximum number of sick leave hours eligible for payout to a post-retirement health care savings plan upon retirement is reduced from 1,900 to 1,150 hours.

Finally, the contract provides for a 70% employer premium contribution toward Long Term Disability benefits effective August 1, 2013 for eligible employees who elect coverage.

RECOMMENDATION:

It is recommended that the St. Louis County Board ratify the 2012-2014 Confidential Unit collective bargaining agreement and authorize the appropriate county officials to execute a written agreement consistent with negotiations.

Confidential Unit Bargaining Agreement – 2012 through 2014

BY COMMISSIONER _____

RESOLVED, that the 2012-2014 Confidential Unit contract is ratified and the appropriate county officials are authorized to execute the Collective Bargaining Unit Agreement, a copy of which is on file in County Board File No. _____.

BOARD LETTER NO. 13 - 251

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 2

BOARD AGENDA NO.

DATE: June 25, 2013 **RE:** **Unrepresented Employees’
Compensation Plan and 2012-2014
Salary Range Adjustments**

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

**James R. Gottschald, Director
Human Resources**

RELATED DEPARTMENT GOAL:

To assist the county to meet and negotiate with employees and reduce the negotiations to a written agreement.

ACTION REQUESTED:

The St. Louis County Board is requested to approve a new compensation plan for unclassified court bailiffs in the Sheriff’s Office and unclassified secretaries serving County Administration. It is further requested that the County Board approve the 2012-2014 salary range increases for these employees who are not members of a labor bargaining unit.

BACKGROUND:

Unclassified bailiffs and administrative secretaries have not previously had a compensation plan which clearly defined the terms and conditions of their employment. Over the years, there have been specific references made in board resolutions indicating that these employees receive similar employment benefits as those represented by the Civil Service Basic bargaining unit.

There are known exceptions, however, and some terms and conditions of Civil Service Basic employees employment are actually derived from civil service law and rules and do not automatically apply to unclassified employees. Therefore, the Unrepresented Employees’ Compensation Plan establishes relevant terms and conditions of employment for unrepresented, non-managerial employees consistent with their existing employment relationship.

The Unrepresented Employees’ Compensation Plan includes key components of the “Appendix A” paid leave schedule negotiated with represented employees, including

revised sick leave accrual rates, a revised cap on sick leave accrual, and a revised schedule of personal leave for new hires. The plan expands the list of family members for whom sick leave may be used in accord with recent changes in Minnesota law. The plan also adds a premium contribution by the county toward the purchase of Long-Term Disability insurance.

The proposed compensation plan has been reviewed and is supported by the affected employees. Salary ranges have been updated to reflect increases of 1.0% for 2012, 1.5% for 2013 and 2.0% for 2014 cost of living adjustments, plus a one-time lump sum payment of \$480, not added to the salary base.

RECOMMENDATION:

It is recommended that the St. Louis County Board approve the Unrepresented Employees' Compensation Plan and salary range increases for 2012-2014.

**Unrepresented Employees' Compensation Plan and
2012-2014 Salary Range Adjustments**

BY COMMISSIONER _____

WHEREAS, There are several classes of unrepresented employees whose terms and conditions of employment have only been documented through references contained in county board resolutions over the course of many years; and

WHEREAS, It will be more efficient to have the compensation, terms and conditions of employment for all unrepresented employees documented in a compensation plan; and

WHEREAS, No salary range cost of living adjustments have been established for unrepresented employees since 2009;

THEREFORE, BE IT RESOLVED, The St. Louis County Board approves and adopts the Unrepresented Employees' Compensation Plan contained in County Board File No. _____ to cover the compensation and benefits of unrepresented non-managerial employees of St. Louis County, effective July 1, 2013;

RESOLVED FURTHER, The new Unrepresented Employees' Compensation Plan replaces any previous stand-alone Board resolutions establishing the terms or conditions of employment for unrepresented employees;

RESOLVED FURTHER, The County Board approves and adopts a 70% county premium contribution toward Long Term Disability benefits for employees covered under the Unrepresented Employees' Compensation Plan, effective August 1, 2013;

RESOLVED FURTHER, The following job title changes and pay plan reassignments are effective July 1, 2013 payroll year:

Old Class:	New Class:	From:	To:
Administrative Secretary	Administrative Secretary I	Plan Q2-Gr. QAH	No change
Executive Secretary I	Administrative Secretary II	Plan Q2-Gr. QBA	No change
Executive Secretary II	Administrative Secretary II ZZ	Plan Q2-Gr. QAK	No change

RESOLVED FURTHER, For individuals covered under the Unrepresented Employees' Compensation Plan, the following payroll year cost of living salary increases are approved: 2012 – 1.0%; 2013 – 1.5%; 2014 – 2.0%; and a one-time lump sum payment of \$480, not added to the salary base, is approved for individuals covered by the plan, as of July 1, 2013.



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

Unrepresented Employees' Compensation Plan

Approved by the County Board
of Commissioners

Effective July 1, 2013

UNREPRESENTED EMPLOYEES' COMPENSATION PLAN
ST. LOUIS COUNTY
July 2013

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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 non-managerial St. Louis County employees who are not exclusively represented. This plan does not apply to employees on limited term appointments.

B. 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. Hours of Work. The normal work day is 7.5 hours. Work is usually between 8:00 am and 4:30 pm, Monday through Friday for Administration secretaries. Bailiff – Court Security employees usually work between 7:30 am and 5:00 pm. The normal work week of 37.5 hours begins at 12:00:01 am Saturday and ends at 12:00 midnight on the following Friday. Compressed work weeks or flexible schedules may be assigned or approved by supervisors of these employees. Supervisors should consult with Human Resources to make sure a proposed compressed work week or flexible schedule does not result in a violation of the federal Fair Labor Standards Act. The annual work year consists of 1,950 hours.

Employees may receive two 15-minute break periods each work day of at least 7.5 hours as well as an unpaid lunch period of 30-60 minutes.

Employees may be required to work schedules or shifts as assigned by their supervisors. An on-going change in an existing shift or schedule requires at least two weeks' written notice to the employee unless it is an emergency situation.

- B. Overtime. Employees covered by this compensation plan are 'Non-Exempt' and entitled to overtime compensation as cash or compensatory time ("comp time") at one and one-half times their regular rate of pay for all hours worked in excess of 40 hours per week. Overtime is subject to prior supervisory approval. For the purpose of determining overtime eligibility, "hours worked" includes regular hours worked and authorized paid time off in the form of vacation, personal leave or holiday. Sick leave and compensatory time shall not count as "hours worked" for purposes of computing overtime.

Comp time may be banked up to the maximum number of hours allowed under the Fair Labor Standards Act. It may be used at times requested by the employee and approved by the supervisor. Up to 40 hours of comp time may be carried over into the next payroll year. Comp time hours in excess of 40 will be paid off in a separate check no later than January 15th of the following payroll year at the employee's last rate of pay in the year the comp time was earned.

CHAPTER 3 – HOLIDAYS & PERSONAL LEAVE

- 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 are entitled to 1.5 overtime pay as provided in Chapter 2 if assigned to work on a holiday. They will also receive holiday pay or another day off during the same pay period at the discretion of the appointing authority.
- C. Personal Leave. New employees must work 489 hours before being eligible to use personal leave. Employees are entitled to two personal leave days each year (two personal leave days in their first year of employment with the County and four days each payroll year thereafter, if most recent date of hire prior to July 1, 2013). Personal leave time may be used in half-hour segments with the approval of the employee's supervisor. Personal leave days cannot be carried over from one payroll year to the next and is not paid out upon separation from County service.
- D. Part-time Employees. Part-time employees 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

- A. Employees begin accruing paid vacation immediately upon employment. Employees are eligible to receive and use paid vacation leave with their supervisors' approval after completion of their first six months of service as provided below.

<u>Years of Service</u>	<u>Hours Accrued per Pay Period</u>
Commencing 0 through 1 year	2.00
Commencing 2 through 3 years	3.75
Commencing 4 through 5 years	5.25
Commencing 6 through 10 years	6.50
Commencing 11 through 15 years	7.25
Commencing 16 through 20 years	7.75
Commencing 21 through 24 years	8.25
Commencing 25 years and over	9.00

- B. Employees being paid for less than a full 75 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.

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

Vacation leave may be accumulated to a maximum of 270 hours at the end of any given pay period. An appointing authority may grant approval to temporarily exceed the 270 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 270 hour maximums will be reduced to the appropriate maximum again at the beginning of the new payroll year.

- C. Disposition of Vacation Leave upon Separation. Upon separation other than retirement, employees who have a minimum of 6 months of County service (or equivalent hours if part-time) will be paid in cash at their final rate of pay for all hours of accumulated vacation leave to a maximum of 270 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

- A. Sick Leave Accruals. Employees begin accruing and are eligible to use paid sick leave immediately upon employment. Full-time employees accrue paid sick leave as provided below.

<u>Years of Service</u>	<u>Hours Accrued per Pay Period</u>
Commencing 0 months	2.0
Commencing 13 months	4.0
Commencing 25 months*	5.25*

(*for employees whose most recent date of hire is prior to July 1, 2013 only)

Employees being paid for less than a full 75 hour pay period will have their sick leave accrual rates prorated. 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 1,350 hours (1,900 hours for employees whose most recent date of hire is prior to 7/01/2013) 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 (including adult children), stepchildren, adopted children, foster children, parents, parents of spouse, siblings, stepparents, grandparents, 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, not to exceed 1,150 hours (1,900 hours for employees whose most recent date of hire is prior to 7/01/2013), 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

- 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, and if applicable, accrued compensatory hours.

- 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 first calendar month. Human Resources is responsible for calculating adjustments to anniversary and salary increment dates on a month-for-calendar month basis.

CHAPTER 7 – INSURANCE PLANS & OTHER BENEFITS

A. Health Insurance. 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 employee's shares for single and family coverage. Deductions for the employee's share of the cost will be taken monthly from 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 during the Fall of each year.

1. **Eligibility**. Employees are eligible to participate effective the first day of the month following one full calendar month of employment.
2. **Part-time Employees**. 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 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 employee's expense. Copies of the Summary Plan Descriptions are available in the Human Resources Department.

1. **Eligibility**. Employees are eligible to participate effective the first day of the month following six full calendar months of employment.
2. **Part-time Employees**. Part-time employees are eligible to participate effective the first day of the month following completion of 1,000 hours. 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. 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. **Eligibility**. Employees are eligible to participate effective the first day of month following six full calendar months of employment.
2. **Coverage**. Term life insurance coverage is provided in an amount equal to the individual's annual salary rounded up to the nearest \$5,000, to a maximum of \$50,000. The minimum benefit amount is \$15,000.

3. **Part-time Employees.** Part-time employees are eligible to participate effective the first day of the month following completion of 1,000 hours. 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. **Eligibility.** Employees are eligible to participate effective the first day of the month following one full-calendar month of employment provided they occupy a position with a minimum of a .5 FTE in the first payroll year of employment. Thereafter, eligibility requires an average of at least 18.75 hours worked per week in the preceding payroll year.
2. **Coverage.** The County will pay 70% of the monthly premium in accord with the St. Louis County Long Term Disability coverage Plan. The premium cost will be added to the employee's W-2. 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.

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, funded by unused sick and vacation leave at retirement. 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. 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 coverage. 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. Workers' Compensation. St. Louis County employees 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. Compensation.
1. **Salary Ranges**. Each County position is assigned to a job class. Each class 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 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. 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 Step 1 or Step 2 of the applicable salary range at the discretion of the appointing authority. With the approval of the Human Resources Director, they may be paid at a higher step within the applicable range based on relevant factors such as experience, education or market.
 5. **Progression through the Salary Range**. Full-time employees progress through the salary range on an annual basis 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 periods of unpaid leave that exceed one full calendar month or more.

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 rate is within the salary range for the new class.
8. **Salary and Paid Leave Accruals 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 at the discretion of the hiring authority. The hiring authority may also credit the former employee with years of County service, accrued prior to separation, in determining their paid leave accrual levels, subject to the accrual schedule in place at the time of reemployment.
9. **Work Out of Class Pay.** An employee who is assigned to perform substantially all of the duties of a promotional 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 a class which would be a transfer or demotion from the employee's current class.

CHAPTER 9 – EXPENSES

- A. Travel. Employees are strongly encouraged to use motor pool cars whenever possible when traveling on County business. When a motor pool car is not available, mileage reimbursement for using a personal vehicle will be at the CONUS rate.

Other travel expenses will be reimbursed in accord with County Board policies.

B. Training & Development.

1. The County will pay, or reimburse, an employee for eligible 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. The schedule of a non-exempt employee may be adjusted to avoid incurring overtime by participating in education, training or development activities.

CHAPTER 10 – PERFORMANCE EVALUATIONS

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

CHAPTER 11 – SEPARATIONS

- A. Resignation & Retirement Notice. Employees are expected to provide their supervisor 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.

- B. 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.

APPENDIX A – CLASSES, PAY PLANS & SALARY GRADES

<u>Class</u>	<u>Pay Plan</u>	<u>Salary Grade</u>	<u>Exempt Status</u>
Bailiff-Court Security	Q6	QBQ	N
Administrative Secretary I	Q2	QAH	N
Administrative Secretary II	Q2	QBA	N
Administrative Secretary II ZZ	Q2	QAK	N
Secretary	Q2	QAG	N

Management Compensation Plan and 2012-2014 Salary Range Adjustments

BY COMMISSIONER _____

WHEREAS, The Management Compensation Plan has been updated to reflect changes to sick leave accrual rates and caps, expanded sick leave use allowances in accord with Minnesota statutes, and changes to Long-Term Disability Benefits; and

WHEREAS, No salary range cost of living adjustments have been established for employees covered under the Management Compensation Plan since 2009;

THEREFORE, BE IT RESOLVED, That 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 July 1, 2013;

RESOLVED FURTHER, The previous Management Compensation Plan, dated December 17, 2011, is rescinded;

RESOLVED FURTHER, The County Board approves and adopts a 70% county premium contribution toward Long Term Disability benefits for individuals covered under the Management Compensation Plan and other elected officials, effective August 1, 2013;

RESOLVED FURTHER, The following job title change and pay plan reassignment is effective July 1, 2013:

Old Class:	New Class:	From:	To:
Executive Secretary Supervisor	Administrative Secretary Supervisor	Plan Q4-Gr. QAA	Plan A1-Gr. A16*

* Administrative Secretary Supervisor salary reassignment applies to new appointments on or after 7/01/2013

RESOLVED FURTHER, For individuals covered under the Management Compensation Plan, the following payroll year cost of living salary increases are approved: 2012 – 1.0%; 2013 – 1.5%; 2014 – 2.0%; and a one-time lump sum payment of \$480, not added to the salary base, is approved for individuals covered by the plan as of July 1, 2013.



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 July 1, 2013

MANAGEMENT COMPENSATION PLAN
ST. LOUIS COUNTY
July 2013

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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 most recent 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>Years of Service – most recent hire date 1/01/2012 or later</u>	<u>Hours accrued per pay period</u>
Commencing 0 through 3 years	7.00
Commencing 4 through 15 years	8.00
Commencing 16 years and over	9.00

<u>Years of Service – most recent hire date prior to 1/01/2012</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 whose most recent date of hire is prior to 1/01/2012). 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 1,350 hours (1,900 hours for employees whose most recent date of hire is prior to 1/01/2012) 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 (including adult children), stepchildren, adopted children, foster children, parents, parents of spouse, siblings, stepparents, grandparents, 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, not to exceed 1,150 hours (1,900 hours for employees whose most recent date of hire is prior to 1/01/2012), 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 first calendar month. Human Resources is responsible for calculating adjustments to anniversary and salary increment dates on a month-for-calendar month basis.

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 during the Fall of each year.

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 one full-calendar month of employment. 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 six full-calendar months of employment. 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 six full-calendar months of employment.

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. **Eligibility -- Group A.** Group A eligibility is first day of elected office.
2. **Eligibility -- Groups B and C.** Employees are eligible to participate effective the first day of the month following one full-calendar month of employment provided they occupy a position with a minimum of a .5 FTE in the first payroll year of employment. Thereafter, eligibility requires an average of at least 18.75 hours worked per week in the preceding payroll year.
3. **Coverage (All Groups).** The County will pay 70% of the monthly premium in accord with the St. Louis County Long Term Disability coverage Plan. The premium cost will be added to the individual's W-2. 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.

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. Workers' 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 periods of unpaid leave that exceed one full calendar month or more.

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 rate is within the salary range for the new class.
8. **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.
9. **Deferred Compensation.** See Chapter 7.
10. **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	Appointed 1/01/2012 or later
Communications Manager	A1	A19	
County Veterans Service Officer	A1	A18	
Director of Victim/Witness Services	A1	A19	
Examiner of Titles	Q1	QAR	
Administrative Secretary Supervisor ZZ	Q4	QAQ	Appointed prior to 7/01/2013
Administrative Secretary Supervisor	A1	A16	Appointed 7/01/2013 or later
Intergovernmental Relations Director	A1	A26	
Office Administrator	A1	A21	
Undersheriff	A1	A25	

BOARD LETTER NO. 13 – 253

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 4

BOARD AGENDA NO.

DATE: June 25, 2013 **RE:** Joint Powers Agreement with
the City of Hibbing for
Assessment Services

FROM: Kevin Z. Gray
County Administrator

Mark Monacelli, Director
Public Records and Property Valuation

RELATED DEPARTMENT GOAL:

The County Assessor will meet all state mandates for classifying and valuing taxable parcels for property tax purposes as outlined in Minn. Stat. § 270-273, and continually improve assessment efficiency, county wide.

ACTION REQUESTED:

The St. Louis County Board is requested to approve a joint exercise of powers agreement between St. Louis County and the City of Hibbing to provide assessment services for all real property located within the city.

BACKGROUND:

In keeping with the February 2012 findings of the county's "Blue Ribbon Assessment Practices Review Panel", the county and the City of Hibbing have negotiated an agreement to consolidate assessment offices under county management. This merger will streamline service delivery, create efficiencies, and reduce overall taxpayer costs for property assessment services by providing a more equitable method of conducting property assessments that follows a uniform set of standards and expectations. As part of the agreement, the city has agreed to pay \$70,000 for the 2013 assessment service starting on July 1, 2013 and \$125,000 for 2014 assessment service. Additionally, approval of this agreement will require adding three appraisal staff: Principle Appraiser and two Appraiser II.

RECOMMENDATION:

It is recommended that the St. Louis County Board authorize the appropriate county officials to enter into a joint powers agreement with the City of Hibbing for the purpose of providing real property assessment services beginning July 1, 2013.

Joint Powers Agreement with the City of Hibbing for Assessment Services

BY COMMISSIONER _____

WHEREAS, Pursuant to Minn. Stat. Chap. 273 St. Louis County, through the County Assessor, is generally charged with assessing all real property in the county for real estate tax purposes, except as otherwise provided; and

WHEREAS, Pursuant to Minn. Stat. § 273.05 the City of Hibbing has historically maintained a City Assessor's Office which has assessed all real property in the city for real estate tax purposes; and

WHEREAS, Minn. Stat. § 471.59 allows two governmental units, by agreement entered through action of their governing bodies, to jointly exercise any power common to the contracting governmental units; and

WHEREAS, St. Louis County and the City of Hibbing have determined it is mutually beneficial to both parties and to the taxpayers within Hibbing and the county to combine the assessment functions of the city and the county, and to have these functions performed by the County Assessor's Office; and

WHEREAS, Minn. Stat. § 273.072 authorizes the city and the county to enter into a Joint Powers Agreement under Minn. Stat. § 471.59 for the county to provide assessment services to the city for all real property located within the jurisdiction of the City of Hibbing;

THEREFORE, BE IT RESOLVED, that the St. Louis County Board authorizes the appropriate county officials to enter into a joint powers agreement with the City of Hibbing (County Board File No. _____) for the purpose of providing real property assessment services, at a cost of \$70,000 beginning July 1, 2013 for the remainder of the year and at a cost of \$125,000 for the year beginning January 1, 2014, payment to be deposited in Fund 118001, Agency 552504.

JOINT EXERCISE OF POWERS AGREEMENT

ASSESSMENT SERVICES

City of Hibbing & St. Louis County

This JOINT POWERS AGREEMENT, effective as of the date of attestation thereto by the City Clerk as hereinafter set forth, between the CITY OF HIBBING, a municipal corporation under the laws of the State of Minnesota, hereinafter referred to as “City”, and ST. LOUIS COUNTY, a county under the laws of the State of Minnesota, hereinafter referred to as “County”.

WHEREAS, pursuant to Minnesota Statutes Chapter 273 the County, through the County Assessor, is generally charged with assessing all real property in the County for real estate tax purposes, except as otherwise provided; and

WHEREAS, pursuant to Minnesota Statutes Section 273.05, the City has maintained a City Assessor’s Office; and

WHEREAS, Minnesota Statutes Section 273.072 authorizes the City and the County to enter into a Joint Powers Agreement under Minnesota Statutes Section 471.59 for the County to provide assessment services to the City for all real property located in the City; and

WHEREAS, City and County have determined that it will be mutually beneficial to both parties and to the taxpayers of the City and the County to combine the assessment functions of the City and the County and to have said functions performed by the County Assessor’s Office.

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties hereto hereby agree as follows:

1. Definitions:

For the purposes of this Agreement, the following terms and phrases shall have the meanings hereinafter ascribed to them:

- A. Assessment Law: shall mean Minnesota Statutes Chapters 272, 273 and 274 and regulations related thereto, and the requirements of the Commissioner of the Minnesota Department of Revenue.
- B. City Administrator: shall mean the City Administrator of the City or his or her designee.
- C. County Assessor: shall mean collectively the St. Louis County Assessor appointed pursuant to Minnesota Statutes Chapter 273 and the office of the County Assessor and all employees thereof.

D. Operative Date: shall mean July 1, 2013.

2. Purpose and Authority

The purpose of this Agreement is to have the County Assessor perform all functions and services related to the assessment of real property located in the City of Hibbing for property tax purposes in conformance with the requirements of Assessment Law. This Agreement is being entered into pursuant to the authorization of Minnesota Statutes Section 272.072 and Minnesota Statutes Section 471.59.

3. Assessment Services

As of the Operative Date of this Agreement and for the Term hereof, and except as hereinafter set forth in Paragraph 8. below, City and County agree that County shall provide all real and personal property assessment services required by Assessment Law for all real and personal property located in the City of Hibbing in accordance with and subject to the terms and conditions of this Agreement for the term hereof. All such services shall be performed in accordance with the Assessment Law by appraisers qualified and licensed in accordance with the requirements of Minnesota Statutes Sections 270.41, 270.48 and 270.50 and with Minnesota Rules Chapter 1950. Said services shall be performed in accordance with the standards for appraisal services established by the foregoing statutes and regulations.

4. Payments by City

It is understood between City and County that the consideration to be received by County for the provision of services under this Agreement shall be in the form of the increased efficiencies of having all assessment services provided by the County Assessor and the benefits to the taxpayers of the County resulting therefrom.

A. Therefore, except as provided for in Paragraphs 6, 7 or 11, or Subparagraph B. below, notwithstanding any other law, statute or regulation to the contrary, it is agreed that County shall not be entitled to any additional remuneration, fee, charge or consideration of any kind whatsoever, other than those revenues derived from the County's general levy against all of the real property in the County, for the provision of the assessment services provided by County under this Agreement.

B. Notwithstanding the provisions of Subparagraph A. above, City agrees to make transition assistance payments to County in the amount of Seventy Thousand Dollars (\$70,000.00), for the period of July 1, 2013-December 31, 2013, to be billed on July 1, 2013, and due within thirty (30) days of billing; and One Hundred Twenty-five Thousand Dollars (\$125,000.00) for the period of January 1, 2014-December 31, 2014, in two equal installments of \$62,500.00 each, to be billed on January 1, 2014, and July 1, 2014, and due within thirty (30) days of billing.

5. Office Facilities

The City will provide, as of the operational date of this Agreement, at no cost to the County, the existing space of the City Assessor's Office at 401 East 21st Street, Hibbing, MN 55746, for the County's purpose of providing services under this Agreement. The City will be responsible for maintaining the space and paying for all utilities. The City will also be responsible for providing any necessary electrical modifications and computer drops for the set up of computer work stations. The County will provide office furniture, computers, and office supplies.

6. Office Support Staff

The City will provide one qualified full-time clerical employee to provide clerical support of the assessment function for five years, subject to renegotiation. The clerical employee will be a City employee for which the City will be fully responsible. The City will designate a City employee to be responsible for supervision of this employee. The City will also be responsible for any and all other employment-related costs associated with this position, including but not limited to wages, benefits, discipline/grievance costs, Worker's Compensation, and EEOC/MDHR claims. This employee shall not be considered a County employee or subcontractor for any purpose.

7. Term

Unless sooner terminated as hereinafter provided for, the term of this Agreement shall be for Ten (10) Years from the effective date hereof. Thereafter, this Agreement shall continue indefinitely as allowed by law, including Minnesota Statutes Section 273.072.

8. Records and Inspections

A. Establishment and Maintenance of Records

Records shall be maintained by County in accordance with requirements of the Assessment Law and with respect to all matters covered by this Agreement for such time period as shall be required by applicable law City shall transfer to County any and all Assessment Services records for continuity and historical value purposes. County will cooperate with City to allow examination of the records covered by this Agreement.

B. Reports and Information

County shall be responsible for providing access to City records, data and information as City may require pertaining to matters covered by this Agreement.

C. Ownership of Data

Copies of all information, notes, reports, special studies, records and other data prepared under this Agreement shall be made available to City upon completion or termination of the services of County.

9. Independent Parties

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting County as an agent, representative or employee of City for any purpose or in any

manner whatsoever. County and any officers or employees thereof shall not be considered an employee of City, and any and all claims that may or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of County while so engaged and any and all claims whatsoever on behalf of County arising out of employment or alleged employment, including without limitation, claims of discrimination against City, its officers, agents, contractors or employees shall in no way be the responsibility of City. County and its officers, agents, contractors and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay provided by the City. Furthermore, City shall not, in any way, be responsible to defend, indemnify or save harmless County from liability or judgments arising out of the intentional or negligent acts or omissions of County while performing the work specified by this Agreement.

It is agreed that nothing herein contained is intended or shall be construed in any manner as creating or establishing a relationship of co-partners between the parties hereto or of constituting City as an agent, representative or employee of County for any purpose or in any manner whatsoever. City and any officers or employees thereof shall not be considered employees of County, and any and all claims that have accrued or might arise under the Workers' Compensation Act of the State of Minnesota on behalf of City while so engaged, and any and all claims whatsoever on behalf of City arising out of employment or alleged employment, including without limitation, claims of discrimination against County, its officers, agents, contractors or employees shall in no way be the responsibility of County. City and its officers, agents, contractors and employees shall not be entitled to any compensation or rights or benefits of any hospital care, sick leave and vacation pay, Workers' Compensation, Unemployment Insurance, disability pay or severance pay. Furthermore, County shall not, in any way, be responsible to defend, indemnify or save harmless City from liability or judgments arising out of the intentional or negligent acts or omissions of City while performing the obligations specified by this Agreement.

10. Indemnity

County agrees on behalf of itself that it shall defend, indemnify and save harmless, City and its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of City or of County, by reason of the death of or injury to person or persons or the loss of or damage to property arising out of County's performance of its obligations under this Agreement. On ten (10) days' written notice from any of City, County will appear and defend all lawsuits against City growing out of such injuries or damages.

City agrees on behalf of itself that it shall defend, indemnify and save harmless, County and its officers, agents, servants and employees from and against any and all claims, demands, suits, judgments, costs and expenses asserted by any person or persons, including agents or employees of City or of County, by reason of the death of or injury to person or persons or the loss of or damage to property arising out of City's performance of its obligations under this

Agreement. On ten (10) days' written notice from any employee or agent of County, City will appear and defend all lawsuits against County growing out of such injuries or damages.

11. Default, Termination and Effects of Termination

In the event that County shall fail to perform any of its obligations hereunder in conformance with the terms and conditions of this Agreement, County may be deemed to be in default hereof. In the event of a default by County, City shall have the right to send notice to County thereof as provided for in Paragraph 14. below and to demand that County cure the same. If County shall not have cured any such default within Twenty (20) days of the sending of notice thereof or, in the event that cure is not possible within said Twenty (20) day period, shall not have commenced said cure within said Twenty (20) day period and diligently have prosecuted said cure to completion as soon as practically possible, City shall have the right to terminate this Agreement. In the event of such termination, City shall have the right to immediately undertake the assessment of real property in the City of Hibbing and City shall be immediately entitled to all records and other information used or useful in the assessment of such property available to County, whether or not in County's possession. In addition, City shall be entitled to recover from County its costs of re-establishing a City Assessor's Office, including but not limited to the cost of securing qualified personnel to perform the assessment functions and the physical costs associated with re-establishing the office. Any waiver by City of any default by County hereunder shall not constitute a continuing waiver of that or any subsequent default.

In the event this agreement is terminated by the City during the first five years following the Operative Date, absent a default by the County, the City shall pay to the County Twenty-five Thousand Dollars (\$25,000.00) plus actual costs incurred by the County in the transition.

12. Civil Rights Assurances

Both parties and their officers, agents, servants and employees as part of the consideration under this Agreement, do hereby covenant and agree that:

- A. No person on the grounds of race, color, creed, religion, national origin, ancestry, age, sex, marital status, status with respect to public assistance, sexual orientation and/or disability shall be excluded from any participation in, denied any benefits of or otherwise subjected to discrimination with regard to the work to be done pursuant to this Agreement.
- B. That all activities to be conducted pursuant to this Agreement shall be conducted in accordance with the Minnesota Human Rights Act of 1974, as amended (Chapter 363), Title 7 of the U.S. Code and any regulations and executive orders which may be affected with regard thereto.

13. Rules and Regulations

Each party agrees to observe and comply with all laws, ordinances, rules and regulations of the United States of America, the State of Minnesota and City and their respective agencies which are applicable to its activities under this Agreement.

14. Notices

Notice to City or County provided for herein shall be sufficient if sent by the regular United States mail, postage prepaid, addressed to the parties at the addresses hereinafter set forth or to such other respective persons or addresses as the parties may designate to each other in writing from time to time:

City: City of Hibbing
City Administrator
401 East 21st Street
Hibbing, MN 55746

County: St. Louis County
Public Records and Property Valuation Director
100 North 5th Avenue West.
Room 101
Duluth, MN 55802

15. Waiver

Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that or any other provision.

16. Applicable Law

This Agreement, together with all of its paragraphs, terms and provisions is made in the State of Minnesota and shall be construed and interpreted in accordance with the laws of the State of Minnesota.

17. Severability

In the event any provision herein shall be deemed invalid or unenforceable, the remaining provisions shall continue in full force and effect and shall be binding upon the parties to this Agreement.

18. Entire Agreement

It is understood and agreed that the entire agreement of the parties is contained herein and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof. Any amendment to this Agreement shall be in writing and shall be executed by the same parties who executed the original agreement or their successors in office.

IN WITNESS WHEREOF, the parties have hereunto set their hands the day and date first above shown.

City of Hibbing, a Minnesota
municipal corporation

St. Louis County, a Minnesota County

By: _____
Its Mayor

By: _____
Its County Board Chair

By: _____
Its City Administrator

By: _____
Its County Administrator

ATTEST:

By: _____
City Clerk

Countersigned:

Countersigned:

By: _____
Its County Auditor

By: _____
City Auditor

Approved as to form and execution:

Approved as to form:

By _____
Leslie E. Beiers
Assistant County Attorney

By: _____
City Attorney

BOARD LETTER NO. 13 - 254

CENTRAL MANAGEMENT & INTERGOVERNMENTAL COMMITTEE NO. 5

BOARD AGENDA NO.

DATE: June 25, 2013

RE: Appointment of Election Judges
for UOCAVA Ballot Board

FROM: Kevin Z. Gray
County Administrator

Donald Dicklich
County Auditor

RELATED DEPARTMENT GOAL:

To maintain high election standards and public confidence in the election process in compliance with state and federal election laws.

ACTION REQUESTED:

The St. Louis County Board is requested to authorize appointment of election judges for the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA) Ballot Board.

BACKGROUND:

State legislation enacted in 2010 requires the County Board to appoint UOCAVA Ballot Board members to accept and reject absentee ballots. The goal of the legislation is to bring uniformity to the absentee ballot process.

RECOMMENDATION:

It is recommended that the St. Louis County Board appoint the following employees of the County Auditor's Office as election judges for the UOCAVA Ballot Board:

Judge/Staff – Lisa Sweet, 100 N. 5th Ave. W. #214, Duluth, MN 55802

Judge/Staff – Amy Gundersen, 100 N. 5th Ave. W. #214, Duluth, MN 55802

Appointment of Election Judges for UOCAVA Ballot Board

BY COMMISSIONER: _____

RESOLVED, That the following eligible voters are appointed as election judges during 2013 to process applications and ballots in the Duluth Courthouse for the Uniformed and Overseas Citizen Absentee Voting Act (UOCAVA) Ballot Board:

Judge/Staff – Lisa Sweet, 100 N. 5th Ave. W. #214, Duluth, MN 55802

Judge/Staff – Amy Gundersen, 100 N. 5th Ave. W. #214, Duluth, MN 55802

RESOLVED FURTHER, That the County Auditor and/or Clerk of the County Board may make election judge appointments to fill vacancies should they occur.