



AGENDA
PINE COUNTY BOARD MEETING

District 1 Commissioner Hallan
District 2 Commissioner Pangerl
District 3 Commissioner Chaffee
District 4 Commissioner Rossow
District 5 Commissioner Carlson

Tuesday, January 8, 2013 10:00 a.m. Boardroom, Pine County Courthouse

- A) Call meeting to order
- B) Pledge of Allegiance
- C) Election of County Board Chair and Vice-Chair for 2013
- D) Public Forum. Members of the public are invited to speak on items not on the agenda. Each speaker should state his/her name and limit comments to three (3) minutes.
- E) Adopt Agenda
- F) 2013 Committee Assignments & other appointments
- G) 2013 County Board Schedule
- H) Approve Minutes of December 18, 2012 County Board Meeting and Summary
- I) Approve Consent Items

Minutes of Boards, Committees and Board Memos, Newsletter

1. Land Surveyor Monthly Report, December 2012

*****CONSENT AGENDA*****

The consent agenda is voted on without any discussion. Any commissioner may request an item be removed and added to the regular agenda.

1. **December 2012 Disbursements** (attached).
2. **Applications for Abatement:**
 - a. Robert and Jane Jones, 8th Avenue NE, Pine City, PID 42.5869.000, pay 2010-2012.
 - b. Matt Gebhart, 39994 Mulling Road, Askov, PID 25.0161.000, pay 2012
3. **Application for Exempt Permit for the Moose Lake Fire District Firefighters' Relief Association** to conduct Minnesota lawful gambling at the Sturgeon Lake public boat landing located off County Road 50 on February 16, 2013 (Windemere Township).
4. **Training Request**

Authorize Robin Mathews, County Surveyor, to attend the MN Society of Professional Surveyors February 6, 2013 Annual Conference, Bloomington, Minnesota (conference dates February 6, 2013 through February 8, 2013). Total cost \$465.00; no lodging costs; transportation to/from conference will be in a Pine County vehicle.
5. **Donations**

Accept donation from Mille Lacs Band of Ojibwae Corporate Commission and designate to the Pine County Sheriff's Office K-9 program.
6. **New Employee Hires**

Approve hiring of Richard Reineccius as an Engineering Technician III, effective on or about January 28, 2013, B24, \$16.11 per hour.

*****REGULAR AGENDA*****

1. **Personnel Committee**

Scheduled to meet Monday, January 8, 2013 at 9:00 a.m. prior to the County Board Meeting. Recommendations from the Committee may be presented to the Board.
2. **Request for Bids for Official Publication for 2013**

Open and award bid.
3. **Computer Aided Dispatch System and Report Management System (CAD/RMS)**

4. **Health and Human Services Supervisor Contract (IBEW)**

Approve labor agreement with Health and Human Services Supervisors represented by IBEW, effective January 1, 2012 through December 31, 2013, and authorize Board Chair and County Administrator to sign.

5. **2013 Strategic Planning**

6. **Flood Response Update**

The County Administrator will provide an update of the current status at the meeting.

7. **Pine County Regional Railroad Authority Annual Meeting**

Convene Pine County Regional Railroad Authority annual meeting. Authorize payment of \$6,250. Discussion of other Regional Railroad Authority business.

8. **Commissioner Updates**

9. **Upcoming Meetings**

Personnel Committee Meeting, Tuesday, January 8, 2013, 9:00 a.m., Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Board Organizational and Regular Meeting, Tuesday, January 8, 2013 10:00 a.m., Boardroom, Pine County Courthouse, Pine City, MN

Technology Committee Meeting, Monday, January 14, 2013, 9:30 a.m., Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Health and Human Services Meeting, Tuesday, January 15, 2013, 10:00 a.m., Public Health Building, Sandstone, Minnesota

Pine County Board Meeting, January 15, 2013, 1:00 p.m., Public Health Building, Sandstone, Minnesota

NLX meeting, Wednesday, January 23, 2013, 10:00 a.m. Boardroom, Pine County Courthouse, Pine City, Minnesota

10. **Adjourn**

2013 Boards and Committees

Outside Boards and Committees	2012 Representative	2012 Alternate	2013 Representative	2013 Alternate
AMC Committee – Environment & Natural Resources	Pangerl			
AMC Committee – General Government	Rossow			
AMC Committee – Health & Human Services	Chaffee			
AMC Committee – Public Safety Policy Committee	Hallan			
AMC Committee – Transportation & Infrastructure	Carlson			
AMC Committee – Indian Affairs Advisory Council	Rossow			
Arrowhead Counties Association (ACA)	All			
Association of Minnesota Counties (AMC)	All			
Central MN Jobs and Training Service	Carlson	Hallan		
Central Regional EMS Committee	Pangerl	Rossow		
East Central Regional Development Commission (ECRDC)	Hallan	Rossow		
East Central Regional Library	Chaffee	Pangerl		
East Central Solid Waste Commission (ECSWC)	Hallan	Chaffee		
Extension Committee	Hallan	Pangerl		
Fiber-Optic Joint Power Board	Hallan	Carlson		
Five County Mental Health Committee	Chaffee	Pangerl		
GPS 4593 Joint Powers Board	Pangerl	Hallan		
Kanabec/Pine Board of Health	Chaffee	Pangerl		
Lakes and Pines Community Action Council (CAC)	Pangerl	Hallan		
Law Library	Pangerl	Chaffee		
NE MN Regional Radio Board	Hallan	Rossow		
NLX	Carlson	Chaffee		
RC & D Committee	Rossow	Pangerl		
Regional Juvenile Committee	Hallan	Rossow		
Rushline Corridor Task Force	Carlson	Chaffee		
Snake River Watershed Joint Powers Board	Pangerl	Hallan		
Soil & Water Conservation District Liaison	Pangerl	Chaffee		

	2012	2012	2013	2013
County Established Committees	Appointment	Alternate	Appointment	Alternate
Budget Committee	All			
Facilities Committee	Carlson/Pangerl			
GIS Committee	Hallan/Pangerl			
Government Operations	Carlson/Rossov			
Insurance Committee	Chaffee/Pangerl			
Investment Committee	Chaffee/Hallan			
Land/Zoning Advisory Committee	Chaffee/Rossov			
Legislative Committee	All			
Management Team Committee	All			
Methamphetamine Task Force	Carlson/Rossov			
Negotiations (Labor Relations) Committee	Carlson/Chaffee			
Personnel Committee	Chaffee/Rossov	Hallan		
Technology Committee	Hallan/Pangerl			
Transportation Committee	Carlson/Rossov			

Other Appointments	2012		2013	
	Appointment		Appointment	
Equal Employment Opportunity Coordinator Required by section 3.2 of the County Policy and Procedure Manual	Steve Hallan Mitch Pangerl Steve Chaffee Curt Rossov		Steve Hallan Mitch Pangerl Steve Chaffee Curt Rossov	
AMC Delegate Appointments (county is authorized 1 delegate for each commissioner and three additional delegates)	Doug Carlson Kurt Schneider Linda Cassman David Minke		Doug Carlson Mark LeBrun Linda Cassman David Minke	

2013 Board of Commissioner meeting schedule

Adopted at its January 8, 2013 meeting.

The meetings on the first Tuesday of the month begin at 10:00 a.m. and are held at the Pine County Courthouse Boardroom in Pine City and the meetings on the third Tuesday of the month start at 1:00 p.m. and are held at the Public Health Building, Conference Room in Sandstone.

January	8 th and 15 th
February	5 th and 19 th
March*	5 th and 19 th
April	2 nd and 16 th
May	7 th and 21 st
June	4 th and 18 th
July	2 nd and 16 th
August	6 th and 20 th
September	3 rd and 17 th
October	1 st and 15 th
November	5 th and 19 th
December	3 rd and 17 th

*Both March meetings will be held at 7:00 p.m.

Board of Equalization, June 17, 2013 at 5:00 p.m., Pine County Courthouse Boardroom, Pine City, MN

Truth in Taxation, December 5, 2013, 7:00 p.m., Pine County Courthouse Boardroom, Pine City, MN

MINUTES OF PINE COUNTY BOARD MEETING

Regular Meeting

Tuesday, December 18, 2012, 1:00 p.m.

Public Health Building, Sandstone, Minnesota

Vice-Chairman Hallan called the meeting to order at 1:00 p.m. Present were Commissioners Mitch Pangerl, Curt Rossow and Doug Carlson. Also present were County Attorney John Carlson and County Administrator David Minke. Chairman Chaffee was absent (excused).

The Pledge of Allegiance was said.

Vice-Chairman Hallan called for public comment. There was no public comment.

County Administrator David Minke requested a change to the Regular Agenda by adding item #9, the hiring of Thomas Paull, as Flood Recovery Coordinator.

Commissioner Rossow moved to approve the amended agenda. Commissioner Pangerl seconded. Motion carried 4-0.

Commissioner Pangerl moved to approve the minutes of the December 6, 2012 Trust in Taxation Meeting. Commissioner Rossow seconded. Motion carried 4-0.

Commissioner Carlson moved to approve the minutes of the December 11, 2012 board meeting. Commissioner Rossow seconded. Motion carried 4-0.

Commissioner Rossow moved to approve the Consent Agenda. Commissioner Pangerl seconded. Motion carried 4-0.

CONSENT AGENDA

The Consent Agenda is voted on without any discussion. Any Commissioner may request an item be removed and added to the Regular Agenda.

1. **November 2012 Disbursements** (attached).

2. Applications for Abatement

- a. Robert & Crilissa Fenner, 26715 Northview Rd., Sturgeon Lake, PID 31.0035.001, pay 2012

3. Amended 2013 MN Snowmobile Trails Assistance Program Maintenance and Grooming Grant Resolution.

Approve Sponsorship and Approval of Grant-in-Aid Agreement for Snowmobile Trails and authorize County Board Chair and County Administrator to sign Grant-in-Aid Agreement for Snowmobile Trails Resolution 101612-01 (Amended).

4. New Employee Hires

- a. Authorize the hiring of Travis Fisher, probation agent, effective December 20, 2012, at starting correction agent wage of \$36,665 per year.
- b. Authorize the hiring of Hayden Brown, part-time Corrections Officer, effective upon successful completion of pre-employment screens, B23, \$15.57/hour.
- c. Authorize the hiring of Elliot Johnson, part-time Corrections Officer, effective upon successful completion of pre-employment screens, B23, \$15.57/hour.
- d. Authorize the hiring of Alex White, part-time Corrections Officer, effective upon successful completion of pre-employment screens, B23, \$15.57/hour.

REGULAR AGENDA

1. Personnel Committee Meeting

The Personnel Committee met on December 11, 2012 and made the following recommendations:

- a. Accept resignation of deputy sheriff Justin Stoddard effective November 16, 2012

- b. Accept resignation of Pine County Land/Zoning Administrator Kurt Schneider effective January 4, 2013.
- c. Appointment of County Engineer Mark LeBrun as temporary supervisor for Land and Zoning.

Motion by Commission Rossow to approve the recommendations of the Personnel Committee. Second by Commissioner Pangerl. Motion carried 4-0.

Other items are for informational purposes only.

2. Government Operations Committee Report

The Government Operations Committee met December 6, 2012 and made the recommendation to adopt a revised Abatement Policy.

Pine County Assessor Kelly Schroeder explained to the Board the past abatement policy which allowed a property owner who had failed to apply for homestead, upon paying a \$25 fee, the county would then process an abatement and grant them homestead status. (property owners had been notified 3 to 5 times to apply for homestead.) County Auditor-Treasurer Clemmer stated her support of this action.

Motion by Commissioner Carlson to approve the revised Abatement Policy. Second by Commissioner Rossow. Motion carried 4-0.

3. Facility Committee Report

The Facility Committee met December 17, 2012 and opened sealed bids for snow plowing/snow removal at the Pine County Courthouse and the John Wright Building in Sandstone. The Facility Committee made the recommendation to award the bid for snow plowing/snow removal at the Pine County Courthouse to Premier Outdoor Services (Cole Newman) and to MJP Enterprises (Mike Johnson) for the John Wright Building, Sandstone.

County Administrator Minke discussed current and future procedures for letting bids for snow plowing and removal. In the future an alternate bid specification should be used, such as a fixed price.

Motion by Commissioner Pangerl to award the snow plow/snow removal bid for the Pine County Courthouse to Premier Outdoor Services (Cole Newman) and to MJP Enterprises (Mike Johnson) for the John Wright Building, Sandstone. Second by Commissioner Carlson. Motion carried 4-0.

4. Technology Committee Report

Commissioner Hallan reported that the Technology Committee has had numerous meetings with a vendor over the past year exploring the options for a new Computer Aided Dispatch System and Report Management System (CAD/RMS) for the sheriff's office.

Sheriff Cole reported that the new system has a cost \$299,000 and payment can be made over a five-year period, with an \$80,000 down payment required at signing.

Sheriff Cole suggested using \$36,000 in E911 funds and \$48,000 in the gun permit fund to offset the down payment. He also thought he would have an additional \$15,000 in E911 funds available.

Further discussion will be had at the January 8, 2013 county board meeting.

5. Delinquent Property Tax Publication Cost

County Auditor-Treasurer Cathy Clemmer explained the current publication costs to the county incurred for publication of the delinquent property tax list, resulting in a loss to the county in 2010 of \$19,178.25 and a loss in 2011 of \$17,767. The current cost assessed for publication is \$20 per parcel.

Motion by Commissioner Carlson to increase the publication cost to \$35.00 per parcel. Second by Commissioner Pangerl. Motion carried 4-0.

6. 2013 Commissioner Per Diems

County Administrator David Minke informed the board of the provisions of M.S. 375.055 and 375.06 setting forth the authorization for compensation for county commissioners. 2013 salary for County Commissioners is

\$21,208; 2013 per diem rate per meeting is \$75. The mileage reimbursement rate for 2013 is to follow the federal rate.

Motion by Commissioner Pangerl to approve the Resolution Establishing County Commissioner Compensation and Per Diems for 2013 and authorize County Board Chair and County Administrator to sign the Resolution. Second by Commissioner Carlson. Motion carried 4-0.

7. 2013 County-Wide Mileage Rate

Discussion was held regarding the mileage reimbursement rate for authorized business use of a personal auto. A correction was made to the board agenda which indicated the IRS rate for 2013 at \$.56 per mile (an increase of \$.01 per mile over the current rate, not \$.10 as stated in the agenda). Discussion was held what policy would be in effect if the IRS rate would decrease.

Motion by Commissioner Rossow to set the 2013 Pine County mileage reimbursement rate in accordance with the IRS rate effective January 1, 2013. Second by Commissioner Carlson. Motion carried 4-0.

8. Administrator Office Staffing

County Administrator Minke provided information regarding extension of the full-time status of administrative assistant Roxanne Orvis during the phased retirement of Ilene Haavisto.

Motion by Commissioner Pangerl, second by Commissioner Carlson to extend the full-time status of Roxanne Orvis for a period not to exceed December 31, 2013. Motion carried 4-0.

9. Flood Recovery Coordinator

County Administrator Minke provided information as to the hiring of a flood recovery coordinator. This position will assist with flood recovery and mitigation efforts for the 2012 Pine County flood victims. County Administrator recommended the hiring of Thomas Paull, who was present to answered questions and provide information regarding flood recovery/mitigation for properties in Pine County.

Motion by Commissioner Carlson, second by Commissioner Rossow to hire Thomas Paull as temporary Flood Recovery Coordinator at a rate of pay of \$26.00 per hour. This is a temporary non-benefit eligible position.
Motion carried 4-0.

10. Commissioner Updates

County Administrator Minke stated labor negotiations with the Teamsters Union is scheduled for Thursday, December 20, 2012.

County Administrator Minke stated that the last contract offer with the Health & Human Services supervisors represented by IBEW has been accepted for period from January 1, 2012 through December 31, 2013.

11. Upcoming Meetings

Personnel Committee Meeting, Tuesday, January 8, 2013, 9:00 a.m., Administrator's Conference Room, Pine County Courthouse, Pine City, Minnesota

Pine County Board Organizational and Regular Meeting, Tuesday, January 8, 2013 10:00 a.m., Boardroom, Pine County Courthouse, Pine City, MN

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Pine County Board Meeting, January 15, 2013, 1:00 p.m., Public Health Building, Sandstone, Minnesota

NLX meeting, Wednesday, January 23, 2013, 10:00 a.m. Boardroom, Pine County Courthouse, Pine City, Minnesota

12. Adjourn

With no further business, Vice-Chairman Hallan adjourned the County Board meeting at 1:50 p.m. The next regular/organizational County

Board Meeting is scheduled for January 8, 2013 at 10:00 a.m. at the Pine County Courthouse, Pine City, Minnesota.

David J. Minke, Administrator
Clerk to County Board

Steve Chaffee, Chair
Board of County Commissioners

PINE COUNTY REQUEST FOR BOARD ACTION

S:\AdministratorShare\County Board\Agendas - Minutes - Resolutions\2013 Agenda-Minutes\Agenda & Minutes\010813\MemoSummaryOfMinutes.docx

Requested Board Date: January 8, 2013	Consent Agenda <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> <div style="text-align: right; margin-right: 20px;">10 Min. 15 Min.</div> <hr style="width: 10%; margin-left: 0;"/> Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action <u>Administrator</u>	<div style="text-align: right; margin-right: 20px;">1/3/13</div> <hr style="width: 10%; margin-left: 0;"/> Department Head Signature Date

Approve Publication of Summary of Board Minutes.

Minnesota Statute 375.12 requires that counties publish a copy of its official proceedings (minutes) in a newspaper. That statute also allows the publication of a summary if done in accordance with MS 331A Subd. 10. That section requires the summary be “an accurate and intelligible abstract or synopsis of the essential elements of proceedings, ordinances, resolutions, financial statements, and other official actions. It shall be written in a clear and coherent manner, and shall, to the extent possible, avoid the use of technical or legal terms not generally familiar to the public. When a summary is published, the publication shall clearly indicate that the published material is only a summary and that the full text is available for public inspection at a designated location or by standard or electronic mail.”

I would like to start publishing a summary and will present the summary for approval along with the full minutes to ensure that the board is satisfied that the summary accurately represents the proceedings. The goal is to inform the public as to the board’s actions while saving some money by reducing the amount of text that is published.

Board Action Requested: (Attach additional pages if needed)

Approve publication of a summary of the minutes.

Supporting Documents: Attached None

SUMMARY
OF
MINUTES OF PINE COUNTY BOARD MEETING

Tuesday, December 18, 2012, 1:00 p.m.
Public Health Building, Sandstone, Minnesota

Vice-Chairman Hallan called the meeting to order. Present were Commissioners Mitch Pangerl, Curt Rossow and Doug Carlson. Also present were County Attorney John Carlson and County Administrator David Minke. Chairman Chaffee was absent (excused).

The Pledge of Allegiance was said.

Vice-Chairman Hallan called for public comment. There was no public comment.

County Administrator David Minke requested a change to the Regular Agenda by adding the hiring of Thomas Paull as Flood Recovery Coordinator.

Commissioner Rossow moved to approve the amended agenda. Commissioner Pangerl seconded. Motion carried 4-0.

Commissioner Pangerl moved to approve the minutes of the December 6, 2012 Trust in Taxation Meeting. Commissioner Rossow seconded. Motion carried 4-0.

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REGULAR AGENDA

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 - b. Accept resignation of Pine County Land/Zoning Administrator Kurt Schneider effective January 4, 2013.
 - c. Appointment of County Engineer Mark LeBrun as temporary supervisor for Land and Zoning.

Motion by Commission Rossow to approve the recommendations of the Personnel Committee. Second by Commissioner Pangerl. Motion carried 4-0.

2. **Motion** by Commissioner Carlson to approve the revised Abatement Policy. Second by Commissioner Rossow. Motion carried 4-0.
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4. Commissioner Hallan reported that the Technology Committee has had numerous meetings with a vendor over the past year exploring the options for a new Computer Aided Dispatch System and Report Management System (CAD/RMS) for the sheriff's office.

Sheriff Cole reported that the new system has a cost \$299,000 and payment can be made over a five-year period, with an \$80,000 down payment required at signing.

Further discussion will be had at the January 8, 2013 county board meeting.

5. **Motion** by Commissioner Carlson to increase the publication cost to \$35.00 per parcel. Second by Commissioner Pangerl. Motion carried 4-0.
6. **Motion** by Commissioner Pangerl to approve the Resolution Establishing County Commissioner Compensation and Per Diems for 2013 and authorize County Board Chair and County Administrator to sign the Resolution. Second by Commissioner Carlson. Motion carried 4-0.
7. **Motion** by Commissioner Rossow to set the 2013 Pine County mileage reimbursement rate in accordance with the IRS rate effective January 1, 2013. Second by Commissioner Carlson. Motion carried 4-0.

8. **Motion** by Commissioner Pangerl, second by Commissioner Carlson to extend the full-time status of Roxanne Orvis for a period not to exceed December 31, 2013. Motion carried 4-0.

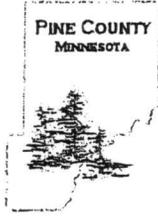
9. **Motion** by Commissioner Carlson, second by Commissioner Rossow to hire Thomas Paull as temporary Flood Recovery Coordinator at a rate of pay of \$26.00 per hour. This is a temporary non-benefit eligible position. Motion carried 4-0.

Vice-Chairman Hallan adjourned the meeting at 1:50 p.m. The next regular/organizational County Board Meeting is scheduled for January 8, 2013 at 10:00 a.m. at the Pine County Courthouse, Pine City, Minnesota.

David J. Minke, Administrator
Clerk to County Board

Steve Chaffee, Chair
Board of County Commissioners

The full text of the board's minutes are available at the County Administrator's Office and the county's website (www.co.pine.mn.us). Copies may also be requested from the Administrator's Office.



PINE COUNTY PUBLIC WORKS

HIGHWAY DEPARTMENT

405 Airport Road NE
Pine City, MN 55063

Telephone 320-216-4200

Fax: 320-629-6736

1-800-450-7463 Ext. 4200

Mark A. LeBrun, P.E.
County Engineer

Pine County Land Surveyor Monthly Report

December 2012

Highway Dept. Willow River Shop, compute lot corner search areas, set GPS control, search for, set, and GPS lot corners, update files.

County Ditch No. 2, T38N R20W and R21W research records, compute previous ditch inventory items, search for previous inventory items and identify new inventory items, GPS and photograph inventory items, create a 2012 ditch inventory report, update files.

County Ditch No. 7, T39N and T40N R22W research records, compute previous ditch inventory items, search for previous inventory items and identify new inventory items, GPS and photograph inventory items, create a 2012 ditch inventory report, update files.

County Ditch No. 8, T42N and T43N R19W research records, compute previous ditch inventory items, create a DRAFT 2012 ditch inventory report, update files.

Provide HARN coordinate data to County Recorder as needed for GIS.

Review legal descriptions for ROW Dept. and Land Dept. as needed.

Review Plats and Minor Subdivisions for Zoning Dept. as needed.

Review and file PLSS corner certificates provided by private surveyors.

Robin T. Mathews, Pine County Surveyor

Monthly Report December 2012.doc

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: January 8, 2013	Consent Agenda <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> 10 Min. 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Auditor/Treasurer</u>	 Department Head Signature 1-2-2 Date

<p>Item for Discussion:</p> <p><i>December 2012 Disbursements</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>

CATHYJ
1/2/13 8:08AM

***** Pine County *****



DISBURSEMENTS JOURNAL REPORT Specific Dates: 12/01/2012 - 12/31/2012

RECAP BY FUND	FUND	AMOUNT	NAME
	1	478,940.63	GENERAL REVENUE FUND
	13	507,066.60	ROAD & BRIDGE FUND
	22	982.44	LAND MANAGEMENT FUND
	76	228,097.61	GROUP HEALTH INS FUND 5/1/95 (GEN)
	80	8,570.00	COUNTY COLLECTIONS AGENCY FUND
	82	35,267.01	TAXES AND PENALTIES AGENCY FUND
	84	15,752.06	EAST CENTRAL DRUG TASK FORCE AGENCY F
		1,274,676.35	Total Disbursements

RECAP BY TYPE	TYPE	AMOUNT	NAME
	1	1,274,676.35	AUD
		1,274,676.35	Total Disbursements

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: January 8, 2013	Consent Agenda (<i>Please Circle</i>) Regular Agenda Estimated Time: (<i>Please Circle</i>) 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting Action: <u>Auditor/Treasurer</u>	 Department/Head Signature 1-2-12 Date

<p>Item for Discussion:</p> <p><i>Applications for Abatement</i> <i>Robert & Jane Jones, 8th Ave NE, Pine City, PID 42.5869.000, pay 2010-2012</i> <i>Matt Gebhart, 39994 Mulling Rd, Askov, PID 25.0161.000, pay 2012</i></p> <p>Board Action Requested: (Attach additional pages if needed)</p> <p align="right">Supporting Documents: Attached None</p>

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 12/13/12

For Taxes Levied In: 2009
And Payable In: 2010

Abatement # AB10-78

Please Print Or Type

Applicants Name: <u>Robert & Jane Jones</u>	Applicants Mailing Address: <u>23272 Portrast Rd</u>
Applicant's SSN: <u>on file</u>	<u>Pine City, MN 55063</u>
Telephone (Home): _____	
Telephone (Work): _____	

Description Of Property: _____ Property ID or Parcel Number: 42.5869.006

Street Address: N/A

Township/City: City of Pine City

School District: 578

Legal Description:
Outlot B, Haavisto's 1st Addn.

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 100 Structures: 0 Total: 100 Classification: 206-0-099

Applicants Statement of Facts:

This property is 8th Ave NE and the city's pump station.

Applicants Request:

Make exempt from taxation.

Applicant's Signature: [Signature]
Administrative Abatement

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 12/13/12

For Taxes Levied In: 2010
And Payable In: 2011

Abatement # AB11-44

Please Print Or Type

Applicants Name: <u>Robert & Jane Jones</u>	Applicants Mailing Address: <u>23272 Contrast Rd Pine City, MN 55063</u>
Applicant's SSN: <u>on file</u>	
Telephone (Home): _____	
Telephone (Work): _____	

Description Of Property: _____ Property ID or Parcel Number: 42.5869.006

Street Address: N/A

Township/City: City of Pine City

School District: 578

Legal Description: Outlot B, Haavisto's 1st Addn.

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 100 Structures: 0 Total: 100 Classification: 206-0099

Applicants Statement of Facts:
This property is 8th Ave NE and the city's pump station.

Applicants Request:
Make exempt from taxation.

Applicant's Signature: [Signature]
Administrative Abatement

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 12/13/12

For Taxes Levied In: 2011

Abatement # AB12-35

And Payable In: 2012

Please Print Or Type

Applicants Name: <u>Robert & Jane Jones</u>	Applicants Mailing Address: <u>23272 Contrast Rd Pine City, MN 55063</u>
Applicant's SSN: <u>on file</u>	
Telephone (Home): _____	
Telephone (Work): _____	

Description Of Property: _____ Property ID or Parcel Number: 42.5869.006

Street Address: N/A

Township/City: City of Pine City

School District: 578

Legal Description: Outlot B, Haavisto's 1st Addn.

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 100 Structures: 0 Total: 100 Classification: 206-0-099

Applicants Statement of Facts:
This property is 8th Ave NE and the city's pump station.

Applicants Request:
Make exempt from taxation.

Applicant's Signature: [Signature]
Administrative Abatement

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."

APPLICATION FOR ABATEMENT - GENERAL FORM

(M.S. 375.192)

DATE: 12/13/12

For Taxes Levied In: 2011

And Payable In: 2012

Abatement # AB12-36

Please Print Or Type

Applicants Name: <u>Matt Gebert</u>	Applicants Mailing Address: <u>39994 Mulling Rd</u>
Applicant's SSN: <u>on file</u>	<u>Askov, MN</u>
Telephone (Home): _____	
Telephone (Work): <u>320-679-2682</u>	

Description Of Property: Property ID or Parcel Number: 25.0161.000
 Street Address: 39994 Mulling Rd - Askov
 Township/City: Packidge Twp
 School District: 2580

Legal Description:

w/2 NE/4 Section 15, Twp 43, Range 19

ASSESSOR'S ESTIMATED MARKET VALUE:

Land: 126,200 Structures: 174,300 Total: 300,500 Classification: 101-1-000

Applicants Statement of Facts:

Local Assessor physically reviewed property 1/2/11, noted no flooring, heating system, most plumbing fixtures not installed, no light fixtures, no kitchen cabinets, but still valued at 100% complete.

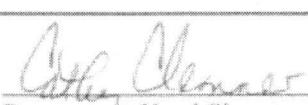
Applicants Request:

Value at 70% complete.

Applicant's Signature: KSE
Admin. Abatement

NOTE: Minnesota Statutes 1988, Section 609.41, "Whoever, in making any statement, oral or written, which is required or authorized by law to be made as a basis of imposing, reducing, or abating any tax or assessment, intentionally makes any statement as to any material matter which the maker of the statement knows is false may be sentenced, unless otherwise provided by law, to imprisonment for not more than one year or to payment of a fine of not more than \$3,000, or both."

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: January 8, 2013	<u>Consent Agenda (Please Circle)</u> Regular Agenda Estimated Time: (Please Circle) _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department requesting Action: <u>Auditor/Treasurer</u>	 Department Head Signature 1-2-12 Date

Item for Discussion:

Application for Exempt Permit for the Moose Lake Fire District Firefighters' Relief Association to conduct Minnesota lawful gambling at the Sturgeon Lake public boat landing located off County Rd 50, on February 16, 2013 (Windemere Twp).

Board Action Requested: (Attach additional pages if needed)

Supporting Documents: Attached None

LG220 Application for Exempt Permit

An exempt permit may be issued to a nonprofit organization that:
 - conducts lawful gambling on five or fewer days, and
 - awards less than \$50,000 in prizes during a calendar year.
 If total prize value for the year will be \$1,500 or less, contact the licensing specialist assigned to your county.

Application fee (non refundable)	
If application posted or received:	
less than 30 days before the event	more than 30 days before the event
\$100	\$50

ORGANIZATION INFORMATION

Organization name: The Moose Lake Fire District Firefighters' Relief Assn. Previous gambling permit number: X-05880
 Minnesota tax ID number, if any: _____ Federal employer ID number (FEIN), if any: _____

Type of nonprofit organization. Check one.

Fraternal Religious Veterans Other nonprofit organization

Mailing address: 100 Hwy 73 City: MOOSE LAKE State: MN Zip code: 55767 County: CARLTON

Name of chief executive officer (CEO): Bob Hoffmann Daytime phone number: 218-485-9211 E-mail address: bghoff@yahoo.com

NONPROFIT STATUS

Attach a copy of ONE of the following for proof of nonprofit status.

Nonprofit Articles of Incorporation OR a current Certificate of Good Standing.
 Don't have a copy? This certificate must be obtained each year from:
 Secretary of State, Business Services Div., 60 Empire Drive, Suite 100, St. Paul, MN 55103
 Phone: 651-296-2803

IRS income tax exemption [501(c)] letter in your organization's name.
 Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS at 877-829-5500.

IRS - Affiliate of national, statewide, or international parent nonprofit organization [charter]
 If your organization falls under a parent organization, attach copies of **both** of the following:
 a. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling, and
 b. the charter or letter from your parent organization recognizing your organization as a subordinate.

GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted. For raffles, list the site where the drawing will take place.
STURGEON LAKE PUBLIC Boat Landing

Address [do not use PO box]: _____ City or township: STURGEON LAKE Zip code: 55783 County: PINE

Date[s] of activity. For raffles, indicate the date of the drawing.
2-16-2013

Check each type of gambling activity that your organization will conduct.
 Bingo* Raffle Paddlewheels* Pull-tabs* Tipboards*

***Gambling equipment** for bingo paper, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo number selection devices may be borrowed from another organization authorized to conduct bingo.

To find a licensed distributor, go to www.gcb.state.mn.us and click on **Distributors** under the **WHO'S WHO? LIST OF LICENSEES**, or call 651-639-4000.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: January 8, 2013	Consent Agenda <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour

The Pine County Sheriff's Office K9 Program received a donation from the Mille Lacs Band of Ojibwae Corporate Commission in the amount of \$2,500.

Board Action Requested:

I respectfully ask that the Board accepts the donation from the Mille Lacs Band of Ojibwae Corporate Commission for \$2,500 for the K-9 program.

Supporting Documents: Attached None

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Requested Committee Date: January 7, 2013	Estimated Time: <i>(Please Circle)</i> <u>5 minutes</u> 10 Min. 15 Min. <small>Time needed</small> 30 Min. 45 Min. 1 hour
Department requesting action: <u>Public Works</u>	_____ Department Head Signature Date

<p>Item for Discussion:</p> <p>Request to hire Richard Reineccius as a Engineering Tech III at a rate of pay of \$16.11 per hour. Richard has the necessary qualifications and approximately 15 years experience primarily in surveying. I feel he has a good base of knowledge to train for our needs.</p> <p>Hire date tentatively would be January 28, 2013</p> <p>Committee Action Requested: (Attach additional pages if needed)</p> <p>Approve</p> <p style="text-align: right;">Supporting Documents: Attached None</p>
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PINE COUNTY

County Administrator
David J. Minke

Administrator's Office

635 Northridge Drive NW
Suite 200
Pine City, MN 55063
1-800-450-7463 Ext. 1620
Fax: 320-591-1628

Commissioners

Steve Hallan – Dist. 1
Mitch Pangerl – Dist. 2
Steve Chaffee – Dist. 3
Curt Rossow – Dist. 4
Doug Carlson – Dist. 5

To: Pine County Commissioners
From: David Minke, County Administrator *DM*
Date: January 8, 2013
Subject: Sheriff Software Purchase

The Sheriff has requested to purchase a Computer Aided Dispatch System and Report Management System (CAD/RMS) for the sheriff's office to replace the existing system. In support of this request the sheriff's office completed a Technical Assistance Report (written by Michael Jacobson of the National Consortium for Justice Information Statics) dated August 3, 2012 and a CAD/RMS Project Business Case dated November 2012.

At the December 18, 2012 board meeting the commissioners discussed the sheriff's request for LETG software and requested additional information regarding the funding of the acquisition. The project previously went to the county technology committee.

Currently the county receives CAD/RMS services and technical support through an agreement with NEMESIS which also hosts the Pine County data. NEMESIS is an association of six counties with approximately 30 agencies participating in one or more of the applications. Pine County uses the following:

- SHIELD RMS (Records Management)
- SHIELD JMS (Jail Management)
- Tiburon CAD Ti 2.5 (Computer Aided Dispatch for e911)
- LETG eMerts (applications for in squad use i.e. field reporting/ticket writing)

The board has two main questions to consider:

1. Should the Sheriff's office single-source purchase the LETG CAD/RMS software?
2. If yes, how should it be paid for?

Through NEMESIS, the sheriff's office currently has use of the mobile and field reporting including mobile ticket writing so those products are not new and the jail will continue to use the Shield JMS.

Sheriff Cole proposes using a single source acquisition, which is allowed under Minnesota Statute §16C.02. Since Beltrami County used the single source acquisition to purchase LETG, I spoke with Beltrami County Sheriff Phil Hodapp. He provided the single source justification Beltrami County used, along with the timeline. In talking with Sheriff Hodapp, I learned that Beltrami County formed an interdepartmental county work group [IT, Administration, Auditor, Sheriff, Dispatch and Police (Beltrami County and City of Bemidji share the system)], identified requirements, interviewed vendors, and made site visits and phone conferences with users of various products. This activity took place over more that a two-year timeframe.

Although we possibly could reach the same single-source conclusion, Sheriff Hodapp recommended that we not rely on their justification, but that we go through a process and create our own team, conduct a needs analysis and document findings and evaluate products.

Based on the information I have I do not have a basis to recommend that the county purchase the LETG CAD/RMS system. Also, based on the information I have, I do not have a basis to recommend using a single source acquisition process under MS §16C.02.

If the county decides to make the purchase, there are two categories of costs. 1) purchase or licensing and 2) Maintenance. LETG has agreed to spread the purchase cost over five years and the maintenance cost is similar to what is currently paid to NEMISIS. Below is an outline of the costs:

Due upon signing agreement:	\$ 62,805	
Due upon signing agreement/est. sales tax:	<u>\$ 17,202</u>	
Total due upon signing agreement:		\$ 80,007
Due January 1, 2013:		\$ 50,000
Due January 1, 2014:		\$ 50,000
Due January 1, 2015:		\$ 50,000
Due January 1, 2016:		\$ 50,000
Due January 1, 2017:		<u>\$ 19,000</u>
Total acquisition cost over five years*:		\$299,007 \$299,007
(The cost is calculated based on the number of licenses so an increase in users would result in an increase in cost).		
Annual maintenance cost w/sales tax	\$ 47,177	
Annual sales tax (estimated):	<u>\$ 649</u>	
Total Annual Maintenance		\$ 47,826
Total cost for maintenance for five years:	\$239,130	<u>\$239,130</u>
Total payment to LETG over five years:		\$538,137

The county will also need to supply, house, and maintain three servers estimated between \$15,000-\$50,000.

The sheriff's department maintains three accounts which can only be used for specific purposes. These accounts have segregated funds and the unspent balance is carried forward from year to year. As of the end of November, 2012 the accounts had the following balances.

1. Gun Permit Fund:	\$48,651
2. E911:	\$23,315
3. Drug/DUI Forfeiture:	-\$28,137

At the December 18, 2012 county board meeting, Sheriff Cole suggested using \$36,000 in E911 funds and \$48,000 in the gun permit funds to assist with the acquisition (\$84,000 total).

Gun permits are regulated by Minnesota Statute §624 and revenue and expenses of the permit program are accounted for in account 01-210.

- In 2011 Pine County issued 147 new permits to carry and 26 renewal permits to carry. The initial permit costs \$100 and is valid for five years. Renewal permits cost \$75. Based on permit counts, total revenue for 2011 is estimated at \$16,650 of which \$1,600 was remitted to the Department of Public Safety (DPS).

Minnesota Statute §624.714 addresses the uses of the permit fee revenue. In part it states "fees. . . must be used only to pay the direct costs of administering this section" and then lists some specific legal uses of the fee. A review of the annual report from the Department of Public Safety shows counties use the gun permit fees for a variety of uses including salaries and benefits, equipment, phone service, office machines, and office supplies.

- For 2011 Pine County reported \$7,275 for salaries and benefits and nothing for any equipment or supplies.
- Through November 2012 Pine County has received \$16,600 in revenue and spent approximately \$7,000 on salaries and benefits.
- The 2013 budget includes \$17,000 of revenue and no expenditures for this account.

The CAD/RMS system may assist with issuing gun permits under Minnesota Statute §624. However, I think it is a stretch to claim that the CAD/RMS system is used to the extent in the permit issue process that the county would spend the equivalent of nearly three years of permit revenue on it and not continue to use the permit fees to offset staff time and other directly related expenses.

Day 1 cost of the project is \$165,000 (\$62,805 purchase + \$50,000 first year payment plus \$17,202 tax plus \$15,000-\$50,000 hardware). Total available funding in the sheriff's dedicated funds is about \$70,000.

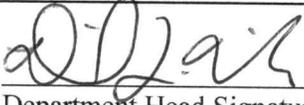
A review of the sheriff's 2012 budget (through mid-December) indicates that total expenditure of all departments under the sheriff's direction is \$7,092,020 while the total budget is \$7,287,949 for a positive balance of \$195,929. However, since the remainder of December's expenditures are likely to be greater than the \$195,929 balance, the combined sheriff's budgets are likely to be over budget. A detailed analysis is not required to determine that there will not be unexpended budget in the sheriff's departments to fund the project. Additionally, the revenue in those accounts will likely be at least \$500,000 below budget, meaning the county will already need to shift other resources to fund the expenditures. For this project, the county could consider non-sheriff department funds or reserves. However, the county's reserves are below the recommended level and the county already will need to find over \$500,000 to cover the revenue shortfall.

My conclusion is that this project could only be funded by exhausting the sheriff's dedicated funds and using other county money to make up the \$95,000 day 1 shortfall. This action does not seem wise and certainly should not be considered until we have the 2012 end of year numbers for the county so we know where we stand financially.

The sheriff has made the case that the existing CAD/RMS system is failing to meet requirements. We do not want to support a system that is not functional. There are ways to try to address the current issues.

- I have spoken to the Director of Education Services for NEMESIS and believe there is interest on their part to address the identified shortcomings of the current system. Further discussions with NEMESIS are possible and should be explored.
- The report by the National Consortium for Justice Information and Statistics also contains information on how to purchase software and recommends a publication titled *The Law Enforcement Tech Guide: How to plan, purchase and manage technology (successfully!)*. This is a resource we could use as a guide in moving forward with an acquisition in the future.

PINE COUNTY REQUEST FOR BOARD ACTION

Requested Board Date: January 8, 2013	Consent Agenda <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department Requesting Action: <u>Administrator</u>	 _____ Department Head Signature Date 1/3/13

Approve Labor Agreement with Health and Human Services Supervisors

The Health and Human Services Supervisors have approved the contract offered by the county. The contract is for 2012 and 2013 and provides for a 1.5% Cost of Living (COLA) increase in each year and a county contribution to health insurance for 2012 of \$421.50 for single coverage and \$968.50 for family coverage. For 2013 the county contribution to health insurance is \$468.50 for single coverage and \$1,031.00 for family coverage. These wage and insurance increases are identical to the other settled contracts and non-union employees and are retroactive to January 1 of the respective year.

Other provisions of the contract remain unchanged.

Board Action Requested: (Attach additional pages if needed)
 Approve the labor agreement with IBEW representing the Health and Human Services Supervisors and authorize County Board Chair and County Administrator to sign.

Supporting Documents: Attached None

LABOR AGREEMENT
BETWEEN
THE COUNTY OF PINE
AND THE
**INTERNATIONAL
BROTHERHOOD OF
ELECTRICAL WORKERS**
(Social Services Supervisors)



January 1, 2012 – December 31, 2013

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AGREEMENT

This Agreement, effective January 1, 2012 through December 31, 2013, between the County of Pine, hereinafter referred to as the Employer, and Local Union #160 of Minneapolis, Minnesota, of the International Brotherhood of Electrical Workers affiliated with the AFL-CIO, who may be hereinafter referred to as the Local Union.

ARTICLE I PURPOSE OF AGREEMENT

Section A. It is the intent and purpose of the parties hereto set forth herein the basic Agreement covering rates of pay, hours of work and all other conditions of employment to be observed between the parties hereto.

Section B. The provisions of this Agreement constitute the sole procedure for the processing and settlement of any claims by the employee or Local Union 160, IBEW of a violation by the Employer of this Agreement. As the representative of the employees, the Local Union may process grievances through the grievance procedure, including arbitration, in accordance with this Agreement or adjust or settle the same.

Section C. Any rules, policies or procedures promulgated by the County Board shall only apply if not addressed in this Agreement. Language and provisions of, this Agreement take precedent over other policies, rules and regulations, which exist in other County documents. If there are provisions, which are not covered in this Agreement, then County Policy shall be used.

ARTICLE II DEFINITIONS

Section A. EMPLOYER: The Pine County Board of Commissioners.

Section B. EMPLOYEE: Any person employed by the Employer in a position included in the bargaining unit described in Article III, Section A, including a person who is serving their probationary period.

Section C. FULL-TIME EMPLOYEE: An employee who is assigned by the Employer to work 40 hours per week.

Section D. PROBATIONARY PERIOD: The first six (6) months of continuous work for the Employer.

Section E. SUPERVISORY EMPLOYEE: An employee who meets the definition as provided in Minnesota Statutes 179A as may be amended from time to time.

Section F. ANNIVERSARY DATE: The definition of an anniversary date shall be the

first day of employment in a classification covered in this Agreement regardless of the date on which an employee has completed his/her probationary period. However, the anniversary date and seniority date may be altered for periods of time when the Employee is on an unpaid leave of absence not to include leaves covered under the Family and Medical Leave Act of 1993 (FMLA).

Section G. PART-TIME EMPLOYEE: An employee who works less than 40 hours per week as agreed to by the Employer and employee.

ARTICLE III **RECOGNITION**

Section A. The Employer hereby recognizes Local Union #160 of Minneapolis, Minnesota, of the International Brotherhood of Electrical Workers, as the exclusive representative for collective bargaining purposes of all employees in the following positions: Social Services Supervisor, Financial Assistance Supervisor, and Fiscal Supervisor.

Section B. It has been agreed that the Employer, during and for the duration of this Agreement, will not enter into, establish or promulgate any Resolution, Agreement or Compact with or affecting such employees as are defined either individually or collectively which in any way conflicts with the terms and conditions of this Agreement or with the role of the Local Union as the exclusive collective bargaining agency for such employees.

ARTICLE IV **RESPONSIBILITIES OF PARTIES**

Section A. Each of the parties of this Agreement thereby acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement.

Section B. The Employer, including its managerial, supervisory and representatives at all levels, is firmly bound to observe the conditions of this Agreement.

Section C. Local Union 160, IBEW, including its officers and representatives and all employees, are firmly bound to observe the conditions of this Agreement.

Section D. In addition to the responsibilities that may be provided elsewhere in this Agreement, the following shall be observed.

1. The applicable procedures of this Agreement will be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures.

2. There shall be no interference with the rights of employees to become or

continue as members of the Local Union 160, IBEW.

Section E. Upon written request of a union employee, the employer agrees to deduct such authorized sums as the Union and the employee may specify for the purpose of dues to the Union. The employer will remit such deductions to a designated officer of the Union on a monthly basis. The Union may designate an employee (1) from the bargaining unit to act as Union steward and shall inform the employer in writing of the designation of such a Union steward on an annual basis.

ARTICLE V **EMPLOYER AUTHORITY**

Section A. The Employer retains the right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; determine the classification of positions; to establish work schedules and, to perform any inherent managerial functions. All rights and authority which the Employer has not specifically abridged, delegated or modified by expressed provisions in the Agreement shall be retained by the Employer.

ARTICLE VI **LOCAL UNION RESPONSIBILITY**

Section A. Local Union 160, IBEW agrees to represent all members of the unit fairly without regard to Local Union membership or non-membership or other factors.

Section B. Local Union 160, IBEW agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under the provisions of this Article.

ARTICLE VII **HOURS OF WORK**

Section A. The normal hours of work shall typically follow County recognized hours of 8:00 a.m. to 4:30 p.m., Monday through Friday for full-time employees. The normal hours per week shall be 40 hours for full-time employees. A part-time employee shall be required to work less than 40 hours per week; the specific number of hours per week as agreed upon between the Employer and employee.

Section B. Compensatory time: Members of this Union are considered exempt employees. Exempt employees are not eligible to accrue compensatory time or dollar compensation in lieu of compensatory time. It is also understood and recognized that members of this Union may need to devote time outside the normal office hours to

accomplish the business of the department and the County. To that end, members are allowed to take informal time off as may be appropriate and as operations permit, with the member providing notification to the Department Head or designee.

ARTICLE VIII
SENIORITY, LAYOFF, PROMOTION

Section A. Seniority, for the purposes of this article, shall be based on the original date of hire in the classification covered by this Agreement.

Section B. Employees shall lose their seniority standing upon voluntary resignation from employment, upon discharge, or demotion to a classification not covered by this Agreement. The seniority of an employee on temporary layoff or absence due to illness shall continue to accumulate for a period of (1) one year. The seniority of an employee on authorized leave of absence shall be frozen at the date leave of absence is granted unless such leave allows for the continuation of accumulation of benefits under the Family Medical Leave act. Such employee shall again acquire seniority upon return to employment.

Section C. An employee being laid off from the bargaining unit retains seniority in the bargaining unit for a period of one (1) year. Employees shall be recalled from layoff according to their seniority. No new employees shall be hired in a classification where employees are on layoff, demotion, or reduction status until all employees on such status in the classification desiring to return to the classification have been recalled or upgraded. Notice of recall shall be sent to an employee at his/her last known address by certified or registered mail. If an employee fails to return to work within two weeks the employee shall be considered as having resigned and be taken off the recall list. Should an employee be offered a recall to another position and the employee rejects the offer to return to work in the position offered, he/she shall be removed from the recall list and be considered to have terminated employment with the County.

Section D. All newly created or vacant positions in the Local Union shall be posted internally for five (5) days. Interested Local Union members who are qualified for the position may apply to be considered for the position. This posting does not obligate the Employer from promoting or transferring any internal candidate to the new or vacant position. The Employer is committed to hiring the most qualified persons for positions. This may require an external search for additional candidates. However, if all things are equal, the Employer shall consider internal promotions over external candidates.

ARTICLE IX
HOLIDAYS

Section A. The following days shall be considered paid holidays:

New Year's Day	Independence Day	Martin Luther King Day
President's Day	Labor Day	Veterans Day
Memorial Day	Christmas Eve	Thanksgiving Day
Friday after Thanksgiving	Christmas Day	

If an official paid holiday falls on a Saturday, the preceding Friday shall be considered the holiday. If an official paid holiday falls on a Sunday, the following Monday shall be considered the holiday.

It is hereby agreed that the employee, at their option and their own time, shall be permitted time off to attend church services during normal working hours on Good Friday.

Holiday pay of part-time employees shall be pro-rated.

Section B. When Christmas Eve falls on a Saturday and when Christmas Day falls on a Sunday, then the preceding Friday will be observed as the Christmas Eve holiday and the Monday as the Christmas Day holiday. When Christmas Eve falls on a Sunday and Christmas Day on a Monday, then the preceding Friday will be observed as the Christmas Eve Holiday. When Christmas Day falls on a Saturday, the preceding Friday will be observed as Christmas Day and the preceding Thursday will be observed as the Christmas Eve holiday.

The County Board maintains management rights to maintain minimal operations when Christmas Eve or Christmas Day is observed on a Thursday or Friday.

Section C. To qualify for a paid holiday, an employee must work their last scheduled work day immediately prior to holiday and first schedule work day immediately following the holiday unless failure to do so is for reason such as; vacation, sick leave, death in family, or authorized time off.

ARTICLE X
VACATIONS

Section A. Vacation is provided to employees so that they may take time away from the work place to maintain their health and to avoid undue stress and "burn-out". This period of time allows for recuperation and relaxation necessary to maintain an effective workforce. Employees are encouraged to take vacation time on a regular basis and not to accumulate and maintain a maximum number of hours on the books.

Section B. Vacation for full-time employees shall be granted on the following schedule:

Commencing 0-4 years of County service	1.50 day per month; 18 days per year
Commencing 5-9 years of County service	1.75 days per month; 21 days per year
Commencing 10-14 years of County service	2.00 days per month; 24 days per year
Commencing 15-19 years of County service	2.25 days per month; 27 days per year
Commencing 20 years of County service and thereafter	2.50 days per month; 30 days per year

Vacation leave shall not accumulate for an employee while in a non-pay status for military service and then the limitations on accruals shall be observed.

Vacation shall accrue and be carried over from one year to the next to a maximum of 30 days. Once the 30 days has been reached, employees shall lose any additional accumulated benefit until the balance falls below 30 days unless the employee is denied a reasonable opportunity to schedule a vacation. If such reasonable opportunity is denied, the employee may continue to accrue vacation days over 30. However under no circumstance shall an employee be allowed to accrue more than thirty-six (36) days of vacation. The Employer and employee shall cooperate with each other to facilitate vacation accrual of 30 days or less.

Part time employees shall earn vacation with pay on a pro-rata basis.

Section C. New employees shall earn vacation with pay during their probationary period, but shall not be able to use their earned vacation until they have completed the probationary period.

Section D. Employees who leave the service of the County shall be paid for the number of working days of earned unused vacation leave not to exceed thirty (30) days.

Section E. Employees shall schedule vacation with the approval of their supervisor. The supervisor may deny vacation if the vacation would place an undue burden on the provision of service or if departmental needs require the presence of the employee.

Section F. When a medical emergency arises during an employee's planned vacation period, sick leave may be used rather than vacation leave. In such cases, the employee shall provide to the Employer evidence of illness or medical attention required.

Section G. Vacation leave credit shall be earned only while an employee is on the job or is on an authorized leave, which allows for the continued accumulation of vacation benefits. Such would include sick leave, holidays, vacation, etc.

ARTICLE XI

SICK LEAVE

Section A. Sick leave shall be provided to all full-time employees at the rate of one (1) days (8 hours) per month to a maximum of one hundred (100) days – (800) hours.

Accrual at this rate shall be effect as of January 1, 2010. Upon reaching the maximum accrual of sick leave, the employee shall accrue sick leave at the rate of four (4) hours per month to be placed in a catastrophic sick bank account. The catastrophic account may only be accessed after all regular sick accruals have been exhausted. If the regular account drops below the 100 days – (800) hours, accruals shall be placed back in the regular bank until the maximum has been reached and then accruals will again be placed in the catastrophic account.

Any regular sick days accrued during the use of catastrophic sick must be used prior to using additional catastrophic accruals.

Part-time employees shall accrue sick leave on a pro-rata basis dependent on the number of hours worked.

Section B. Sick leave may be used for the employee’s actual illness or, disability or to care for a member of the employee’s immediate family (child, spouse, or parent).

Sick leave may also be used to attend medical or dental appointments or to transport a family member to such an appointment.

Section C. For illnesses, which last more than three (3) consecutive days, the Employer may require a note from the employee’s physician stating that he/she is fit for duty.

Section D. The Employer may request a physician’s note certifying any illness of the employee or member of the immediate family if it is suspected that there is abuse of sick leave.

Section E. An employee wishing to utilize sick leave shall make an attempt to notify the supervisor and receive prior approval. If this is not possible, the employee shall notify the supervisor as soon as possible following the start of the workday that he/she will not be able to come to work.

Section F. A full time employee who does not use a sick day in six (6) consecutive months, except for preventative visits to the doctor or dentist, shall notify the supervisor in writing. Upon verification by the supervisor, the employee shall receive one (1) eight (8) hour wellness day. Wellness days must be used by the last pay period of November or shall be deposited in the employee’s Health Care Savings Plan.

Part-time employees shall receive pro-rated wellness days.

Section G. Upon retirement or death of an “Eligible Employee”, unused sick leave hours will be paid into a Health Care Savings Plan at their current rate of pay and a value of 25% of all unused sick leave hours up to 800 hours. An “Eligible Employee” must have a minimum balance of 400 hours of unused sick leave and have 30 years of continuous employment with Pine County.

ARTICLE XII
FUNERAL LEAVE

A maximum of three (3) days may be taken with compensation in the event of a death of an employee's brother, sister, brother-in-law, sister-in-law, spouse, children, parents (step and biological), grandchildren, grandparents, father-in-law, mother-in-law, son-in-law, daughter-in-law, or ward of the employee's household. An employee may use vacation time for time off after the three (3) days of funeral leave with the approval of the Director or designee.

ARTICLE XIIB
PERSONAL DAYS

Four (4) personal days shall be granted each calendar year with non-accruing status to be used anytime during the course of the year, upon receiving them. Personal days shall be granted January 1 of each calendar year. The scheduling of these personal days is accomplished in the same fashion as vacation time is requested. An employee may use up to four (4) personal days each calendar year by contributing the days to the employee's post-employment health care savings account. If personal days are not scheduled to be used during the calendar year by the last pay period in November of each year of the contract, the value of up to four personal days will be contributed to the employee's post-employment health care savings account. It is the employee's responsibility to notify payroll in writing before the last pay period in November if they are planning to use any remaining personal days that year. The transfer of the monetary value of these days into the employee's health care savings account shall be accomplished by January 31st of the following year.

ARTICLE XII C
OTHER TYPES OF LEAVES OF ABSENCE

Section A. Military Leave: Every employee shall be entitled to military leave as provided by state and federal law including Minnesota Statute § 192.26, Minnesota Statute § 191.261 and USERRA, 38 U.S.C. § 4317(a)(2). The employee shall immediately inform their respective Department Head regarding the military duty and need for military leave as soon as known by the employee.

Section B. Court Duty

Any employee shall be granted a leave of absence with pay for service upon jury, appearance before a court, legislative committee, or other body as a witness in a proceeding involving the federal government, the State of Minnesota, or a political

subdivision thereof in response to a subpoena or other direction by proper authority; or attendance in court in connection with the employee's official duties. In the case of jury duty, the employee's compensation from the County during his/her leave shall equal the difference between the employee's regular compensation and compensation paid for jury duty. The employee shall provide the County Auditor with a record of any fees received. The employee's pay shall be adjusted accordingly or the amount of fees (excluding mileage and day care payments) shall be paid to the County. Employees shall return to their regular work duties if released from court duty during their scheduled hours of work if time permits. The employee shall immediately inform the Department Head regarding the court duty as soon as known by the employee.

Section C. Election Judge in Township

An individual who is selected to serve as an election judge pursuant to Minnesota Statute § 204B.21, subdivision 2 must provide the employee's Department Head with at least 20 days written notice.

Section D. School Conference And Activities Leave

In accordance with Minnesota Statute 181.9412 as may be amended, an employee may use up to a total of sixteen (16) hours without pay during any school year to attend school related activities for an employee's child, provided the activities cannot be scheduled during non-work hours. When leave cannot be scheduled during non-work hours and the need for leave is foreseeable, the employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave. An employee may substitute any vacation for any part of the leave under this section.

Section E. Parental Leave

Every employee that works an average of 20 hours or more per week and has been an employee of the County for at least one year is eligible for parental leave upon the birth or adoption of a child consistent with Minnesota Statute § 181.941. Unpaid parental leave shall be granted for six weeks to eligible employees and shall run concurrent with any family medical leave. An employee must use banked sick leave until sick leave reaches forty (40) hours or less prior to receipt of unpaid parental leave. When an employee has exhausted all but 40 hours or less of sick leave for a portion of parental leave, the employee may request an additional period of unpaid parental leave to be granted so that the total of paid and unpaid leave provided does not exceed six weeks.

An employee is required to give at least thirty days notice to Human Resources in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

Section F. Family/Medical Leave

Subsection 1. Coverage

The Family and Medical Leave act entitles eligible employees to take up to 12-weeks of unpaid leave during any 12-month period as a result of the birth or placement for adoption or foster care of a child, to care for an immediate family member with a serious health condition, or when an employee is unable to work due to a serious health condition. The 12-month period shall be calculated, using a rolling period measured backward from the date the employee uses FMLA leave, and may be taken at one time, intermittently, or on a reduced leave schedule depending on the circumstances.

Subsection 2. Eligibility/Entitlement

FMLA applies to all County employees who have been employed by Pine County for at least twelve (12) months and who have worked at least 1,250 hours for Pine County during the twelve (12) months preceding the leave request. Hours worked will be determined under the terms of the Fair Labor Standards Act. Employees who are considered exempt under that Act and who have worked for Pine County for twelve (12) months will be presumed to have met the 1,250 hours of service requirements.

Family Leave: The birth of the employee's child or the placement of a child with the employee for adoption or foster-care.

Medical Leave: To provide care for a family member (child, spouse, or parent) experiencing a serious health condition.

Medical Leave: For the employee's own serious health condition that makes the employee unable to perform the essential functions of his/her position.

Subsection 3. Other Leave Must be Used First

The County requires the employee to use accrued sick leave (as appropriate) until the employee has exhausted all but 40 hours or less of sick leave, and any other paid leave before any unpaid portion of FMLA leave is granted. The FMLA does not broaden the instances for which paid sick leave can be used.

Pine County requires an employee to exhaust all but 40 hours or less of banked sick leave before going into an unpaid status. When an employee has used all but 40 hours or less of accrued sick leave for a portion of family medical leave, the employee may request an additional period of unpaid leave to be granted so that the total of paid and unpaid leave provided does not exceed twelve (12) weeks.

Any other type of leave, whether paid or unpaid, taken for a reason covered by the FMLA will be considered part of the twelve (12) weeks granted.

Subsection 4. Medical Certification

For leaves taken because of the employee's or a covered family member's serious health condition, employees must provide medical certification before the leave begins, or if the

leave is unforeseeable, the County must allow 15 calendar days for the employee to comply with the medical certification. If no medical certification is returned within 20 calendar days and the employee has not returned to duty, the employee will be considered to have voluntarily resigned.

The County has the right to question the validity of any certification and may require the employee, at the County's expense, to be seen by a County designated physician. The County may require periodic reports on the employee's status and intent to return to work and a fitness for duty report prior to return to work.

An employee that cannot return to work upon the expiration of the 12-week FMLA leave may request a leave of absence in accordance with Section I below.

Subsection 5. Benefits

Pine County will maintain health care, dental insurance, and life insurance coverage for an eligible employee for the duration of the FMLA leave and during the period of any paid leave as if the employee continued in employment. Employee contributions will be required either through payroll deduction or by direct payment. The employee will be advised in writing at the beginning of the leave period as to the amount and method of payment. All payments for the employee's share of any benefits must be made to the County Auditor's department by the first (1st) of each month. Employee contribution amounts are subject to any change in rates that occurs while the employee is on leave. If an employee's contribution is more than 30 days late, the employee's coverage will lapse.

Any employee on unpaid leave will not accrue benefits.

Pine County will seek to recover its share of health coverage premiums paid for an employee on FMLA leave if the employee fails to return to work after FMLA leave unless the failure to return to work is due to the continuation, recurrence, or onset of a serious health condition or for other circumstances beyond the control of the employee. Not returning from certified leave is a qualifying event for COBRA purposes. If the employee is no longer in paid status at the expiration of the FMLA leave, the County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage.

Subsection 6. Job Protection

If an employee returns to work following the approved family medical leave period, the employee will be reinstated to the employees' former position or an equivalent position with the equivalent pay, benefits, status and authority.

The employee's restoration rights are the same as they would have been had the employee not been on leave. Thus, if the employee's position would have been eliminated or the employee would have been terminated but for the leave, the employee would not have the right to be reinstated upon return from leave.

Subsection 7. Definitions

A serious health condition is defined by the Act as an illness, injury, impairment, or physical or mental condition that involves: inpatient care in a hospital, hospice or a residential medical care facility, or continuing treatment by a qualified health care provider, and/or treatment for substance abuse.

A serious health condition would generally last for more than three (3) days, require the intervention of a qualified health care provider, result in subsequent care for the same condition, and must involve treatment of two or more times by a qualified health care provider; a nurse or physicians assistant under the direct supervision of a qualified health care provider; or a provider of health care services (physical therapy) under orders, or referral by a qualified health care provider.

A parent is defined as the biological parent of an employee or as an individual who was responsible for the day-to-day care of the employee when the employee was a son or daughter.

A spouse is defined as a husband or wife. A spouse does not include unmarried domestic partners.

A son or daughter is defined as a biological, adopted or foster child, a stepchild, legal ward, or a child of a person having the day-to-day responsibility for the child. Includes a child over 18 years of age who is “incapable of self-care because of a mental or physical disability.”

Subsection 8. Notice

An employee is required to give at least thirty days notice in the event of a foreseeable leave. A Request for Family Medical Leave form should be completed by the employee and returned to Human Resources. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

Section G. Request For Other Leave of Absence Without Pay

Any employee who has 40 hours or less of paid time or who has no banked sick leave is not otherwise entitled to another type of leave may request a leave of absence without pay in accordance with Section I, Subsection 1, below. Such leave shall be granted only with approval from employees’ department head and it is deemed to be in the best interest of the County, and shall in no circumstances be granted in excess of one year.

Subsection 1. Procedures for Requesting Other Leaves of Absences

All requests for leaves of absences shall be made by the employee and require a 30 day notice. An employee may obtain a county provided request form from their respective

department head.

Any employee's request for an unpaid leave of absence shall be answered by the employees Department Head and the Pine County Board of Commissioners and shall only be granted when deemed to be in the best interest of the County.

Subsection 2. Employee Must Pay Total Cost of Benefits while on Leave of Absence

Seniority will accrue while the employee is on an approved leave of absence. Other benefits including holidays, vacation or sick leave shall not be earned or paid during an approved leave of absence without pay or while employee is in an unpaid status.

A. Insurance: Pine County will not pay any portion of the employee's health care, dental insurance, and life insurance coverage during unpaid leave. The employee is responsible for the entire cost of the health care, dental insurance and life insurance premiums.

Subsection 3. Re-employment After Leave of Absence

After an approved leave of absence, an employee shall be returned to the same or similar position.

ARTICLE XIII
INSURANCE

Health Insurance:

An employee who qualifies for benefits of the Pine County Medical Plans shall be entitled to medical insurance coverage as specified in the Medical Plans described below, with the following contribution levels. Part-time employees who work at least 20 hour but less than 40 hours per week shall be entitled to prorated Employer contributions for medical insurance coverage as specified in the Medical Plans described below.

Section A. MEDICAL INSURANCE COVERAGE OPTIONS

In 2012 and 2013 an employee may choose between either the Blue Cross Blue Shield Comprehensive Major Medical Plan (CMM) 1000 / 3000 Plan, the Blue Cross Blue Shield Comprehensive Major Medical Plan (CMM) 1500 / 4000 Plan or the Blue Cross Blue Shield VEBA Plan, subject to enrollment criteria described in the plans.

The County's 2012 contribution rates will be effective retroactively starting with the January 1, 2012 payroll.

Comprehensive Major Medical- CMM (both plans):

The Comprehensive Major Medical Plan (CMM 1500/4000) shall be the base plan. The County will pay the same dollar amount (as defined below) toward single and family coverage regardless of which plan is selected by the employee.

2012 - The monthly Employer contribution to family coverage of the Comprehensive Major Medical Plan (CMM) for 2012 shall be \$968.50 for the 1000/3000 or 1500/4000 CMM plan. The CMM 1500 single plan coverage shall be at no cost to the employee and the County shall contribute an amount equal to the CMM 1500 single plan (\$421.50) toward the CMM 1000 single plan.

2013 - The monthly Employer contribution to family coverage of the Comprehensive Major Medical Plan (CMM) for 2013 shall be \$1,031.00 for the 1000/3000 or 1500/4000 CMM plan. The CMM 1500 single plan coverage shall be at no cost to the employee and the County shall contribute an amount equal to the CMM 1500 single plan (\$468.50) toward the CMM 1000 single plan.

Blue Cross Blue Shield -VEBA:

The total quarterly Employer contributions to the premium plus the VEBA savings account for single coverage of the VEBA Plan shall equal \$421.50 per month for 2012 and for 2013 shall equal \$468.50 per month equal to the single premium for the 1500/4000 CMM plan. Contributions shall be made at the beginning of each quarter.

Should a current employee have approved medical costs, which necessitates their need for the entire Employer contribution to the Medical savings account prior to the end of the year, the Employer will provide the needed contribution.

The total quarterly Employer contributions to the premium plus the VEBA savings account for family coverage of the VEBA Plan shall equal \$968.50 per month for 2012 and for 2013 shall equal \$1,031.00 per month equal to the family coverage for the 1500/4000 CMM. Contributions shall be made at the beginning of each quarter.

Should a current employee have approved medical costs under the family plan, which necessitates their need for the entire Employer contribution to the Medical savings account prior the end of the year, the Employer will provide the needed contribution.

The insurance committee with membership from all Unions, non-contract management, and the County Personnel Committee will make a joint recommendation to the County Board. The insurance committee will meet quarterly.

Section B. Group term life insurance benefits shall be \$30,000. The premium shall be paid by the employer.

ARTICLE XIV **RETIREMENT INSURANCE**

Employees who retire and are at least 55 years of age with a minimum of 10 years of consecutive Pine County service or who meet the eligibility requirements in Minn. Stat. §471.66, sub. 2 b, may elect to continue to participate in the group health insurance plan they participated in immediately before their retirement provided said employee pays the full cost of the premium of the plan selected and an administrative fee not to exceed 2%.

ARTICLE XV **PROBATIONARY PERIODS**

Section A. All newly hired or rehired employees shall serve a probationary period. The probationary period is defined in Article II, Section D.

Section B. The Employer, at its sole discretion, may discipline or discharge a probationary employee. Such action shall not cause a breach of this Agreement or constitute a grievance hereunder.

Section C. All employees promoted or transferred to a new position shall serve a six (6) month probationary period.

Section D. The Employer may return an employee who is currently serving their probationary period to a position in their former classification and to their rate of pay immediately previous to transfer or promotion.

Section E. A probationary period employee shall have the right to revert to a position in their former classification, and to their rate of pay immediately previous to transfer or promotion.

ARTICLE XVI **DISCIPLINE**

Section A. The Employer will discipline employees for just cause only. The discipline will be given in response to the seriousness of the violation. The county shall practice the philosophy of progressive discipline where practicable. The levels of discipline will be in one or more of the following forms:

1. Oral reprimand;
2. Written reprimand;
3. Suspension;
4. Demotion; or

5. Discharge

Section B. The suspension, demotion, or termination of an employee who has successfully completed the required probationary period may be grieved in accordance with the grievance procedure outlined in Article XV of this Agreement. Any unpaid suspension shall be for periods of not less than one (1) workweek.

Section C. An employee may view their personnel file at reasonable times and under the supervision and in accordance with the policies established, by the County Coordinator and the Human Resources Director. Employees shall also be able to view the performance file kept in the Human Resources Department at reasonable times and under the supervision of the Human Resources Director or designee.

Section D. All notices of suspension, demotion, or discharge shall be presented to the employee and be in writing providing the reasons for the action, the date the action is effective and if a discharge, the date which County property is to be returned.

ARTICLE XVII **GRIEVANCE PROCEDURE**

Section A. Definition of a Grievance: A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

Section B. Processing a Grievance: It is recognized and accepted by Local Union 160, IBEW and the Employer that the processing of a grievance hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the Local Union representatives shall be allowed a reasonable amount of time, without loss of pay, when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Local Union representative have notified and received the approval of the Health and Human Services Director who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section C. Grievances shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within fifteen (15) working days, after such alleged violation has occurred, present such grievance in writing to the Department Head. The written grievance shall set forth the following: the nature of the grievance; the facts on which it is based; the specific provisions of the Agreement allegedly violated; and the remedy requested. The Department Head will discuss and give in writing, an answer to such Step 1 grievance within ten (10) working days after receipt.

A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or

provisions of this Agreement allegedly violated, the remedy requested, and shall be appealed to Step 2 within ten (10) working days after the Employer-designated representative's final answer to Step 1. Any grievance not appealed in writing to Step 2 by the Local Union within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Local Union and discussed with the County Coordinator. The County Coordinator shall review the grievance and may meet with the Local Union and Department Head to further discuss the grievance. If such a meeting takes place, it shall be within ten (10) working days of receipt of the Step 2 grievance. The County Coordinator shall prepare a written response to the grievance either supporting or denying the grievance. Such will be discussed with the Board, however in no case shall it be longer than ten (10) working days from receipt of the Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within five (5) working days following the Employer's final answer in Step 2. Any grievance not appealed in writing to Step 3 by the Local Union within five (5) working days, after receipt of the answer (or after the answer is due), shall be considered waived.

The Local Union may appear before the full County Board to discuss the grievance following the response provided by the County Coordinator and prior to filing for Step 3 grievance if they so desire. This shall be accomplished by notifying the County Coordinator the Thursday prior to the next Board meeting.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Local Union shall be submitted to arbitration subject to the provisions of the Public Employment Labor Relations Act of 1971 as amended. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Bureau of Mediation Services.

Section D. Arbitrator's Authority: The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, subtract from the terms and, conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Local Union and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules, or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the Employer and the Local Union and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the Employer and the Local Union, provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the records. If both parties desire a verbatim record of the proceedings, the cost shall be borne equally.

Section E. Waiver: If a grievance is not presented within the time limits set forth above, it shall be considered “waived”. If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the Employer’s last answer. If the Employer does not answer a grievance or an appeal thereof within the specified time limits, the Local Union may elect to treat the grievance as denied and move the grievance to the next step. The time limit in each step may be extended by mutual written agreement of the Employer and the Local Union in each step.

ARTICLE XVIII
COMPENSATION

Section A. Wages shall be paid in accordance with schedule Appendix A-1, which is attached hereto and made part of this Agreement. Wages shall be reflected in terms of annual salaries.

Section B. Wages for 2012 and 2013 shall be paid in accordance with Appendix A-1, which is attached hereto and made part of this Agreement. Employees who are over the maximum shall be frozen at the current base salary rate.

Wages 2012:

For 2012, Appendix A-1 reflects a COLA increase of 1.5%. Employees who are in the performance range are also eligible for a performance pay increase based on Article XVIII, Section D., not to exceed the 2012 wage range. Normal step progression shall be applied in 2012.

Wages 2013:

For 2013, Appendix A-1 reflects a COLA increase of 1.5%. Employees who are in the performance range are also eligible for a performance pay increase based on Article XVIII, Section D., not to exceed the 2013 wage range. Normal step progression shall be applied in 2013.

Section C. Employees are eligible for a step or performance increase on their anniversary date. Employees who have reached Step 5 will be eligible for an increase based on performance following a review with the Department Head. Those employees who are in the performance range shall receive an adjustment effective on their anniversary date. All adjustments provided for in Appendix A shall be applied to the schedule.

Section D: Performance Increase Pay: Performance pay increases shall be based on the following range:

Fully Competent	1% - 3.4%
Exceeds Expectations	3.5% - 6%
Significantly Exceeds Expectations	6.1% - 7%

ARTICLE XIX
PROMOTIONS AND RECLASSIFICATION

Section A. Employees who are promoted to a higher paid position, shall be placed on the pay range of the new position at the nearest step (lower or higher) to their current classification step plus one additional step. The anniversary date of the employees shall not change because of the promotion, however, the employee shall serve a six-month trial period.

Section B. Employees who demote, either voluntarily or involuntarily, to a lower paid position shall be placed on the pay range of the new classification at the nearest step (lower or higher) to their current classification step minus one additional step. The anniversary date of the employee shall not change because of the demotion, however, the employee shall serve a six-month trial period.

Section C. Employees whose position is reclassified to a higher grade shall be moved to the new grade at the nearest highest rate of their existing salary. Movement shall be effective the first pay period following final Board action and following exhaustion of all appeals.

Section D. Employees whose position is reclassified which results in a lower grade placement shall have their wages frozen until their salary catches up to the wages in the new grade. Movement shall be effective the first pay period following final Board action and following exhaustion of all appeals.

ARTICLE XX
VACATION DONATION PROGRAM POLICY

Employees shall comply with the Pine County Vacation Donation Program Policy in effect on June 30, 2006, for the donation of leave to other employees.

ARTICLE XXI
DRESS CODE POLICY

Employees shall comply with the Pine County Dress Code Policy effective upon ratification of the contract.

In the event of any proposed changes to the County Appearance and Dress Policy, the County will form a committee with membership from all Unions, non-contract management, and the County Personnel Committee. The committee will make a joint recommendation to the County Board regarding any changes to the policy.

ARTICLE XXII
SAVINGS CLAUSE

This Agreement is subject to the laws of the United States, the State of Minnesota and the County of Pine. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

ARTICLE XXIII
NO STRIKE

Neither the Local Union, its officers or agents, nor any of the employees covered by this Agreement will engage in any strike as defined in Minnesota Statutes 179.63, Subd. 12 (1978). In the event that any employee violates this Article, the Local Union shall immediately notify any such employees in writing to cease and desist from such action and shall instruct them to immediately return to their normal duties. Any or all employees who violate any of the provisions of this Article will be subject to discharge or other discipline.

ARTICLE XXIV
RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right, of the Employer to subcontract work actually performed by employees covered by this Agreement. In the event that the Employer determines to contract out or subcontract such work performed by employees covered by this Agreement, the Employer shall notify the Local Union when such determination is made, but in no case less than twenty (20) calendar days in advance of the implementation of such determination. During said period, the Employer shall meet and confer with the Local Union to discuss possible ways and means to minimize the elimination of current employees.

ARTICLE XXV
COMPLETE AGREEMENT AND WAIVER OF BARGAINING

This Agreement shall represent the agreement between the Local Union and the Employer. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make request and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Employer and the Local Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to

bargain collectively with respect to any subject or matter referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both parties at the time they negotiated or signed this Agreement.

ARTICLE XXVI
DURATION

This Agreement shall be effective from January 1, 2012 through December 31, 2013. This Agreement may be opened by either party giving to the other party ninety (90) days notice prior to the expiration of the Agreement. Such notice must be given in writing and delivered by mail.

ARTICLE XXVII
NON-DISCRIMINATION

The Employer and the Local Union believe all employees have a right to work in an atmosphere free of illegal discrimination and defined by state and/or federal law. No employee shall be discriminated against in an unlawful manner. The parties recognize sexual harassment as defined by state and/or federal law to be unlawful discrimination within the meaning of this Article. An employee subjected to illegal discrimination may proceed pursuant to the grievance procedure in Article XV of this Agreement or pursue any available remedies under state or federal law. An employee who proceeds pursuant to the grievance procedure does not waive any statutory rights under state or federal law.

In witness whereof, the parties have set their hands this ____ day of _____, 2013.

INTERNATIONAL BROTHERHOOD
OF ELECTRICAL WORKERS
LOCAL UNION #160

**BOARD OF COUNTY
COMMISSIONERS,
PINE COUNTY, MINNESOTA**

By: _____
President

By: _____
Board Chair

By: _____
Business Manager

By: _____
County Administrator

By: _____
President of I.B.E.W.

Appendix A1

Wages- 2012 and 2013:

Grade	Step 1	S1, Salary	Step 2	S2, Salary	Step 3	S3, Salary	Step 4	S4, Salary	Step 5	S5, Salary	PrfMx	Perf Max
2012 H&HS Supv												
C41	\$18.87	\$39,249.60	\$20.43	\$42,494.40	\$21.52	\$44,761.60	\$22.55	\$46,904.00	\$23.61	\$49,108.80	\$26.62	\$55,369.60
C42	\$19.63	\$40,830.40	\$21.26	\$44,220.80	\$22.38	\$46,550.40	\$23.47	\$48,817.60	\$24.55	\$51,064.00	\$27.54	\$57,283.20
C43	\$20.38	\$42,390.40	\$22.06	\$45,884.80	\$23.20	\$48,256.00	\$24.35	\$50,648.00	\$25.47	\$52,977.60	\$28.62	\$59,529.60
C51	\$21.88	\$45,510.40	\$23.59	\$49,067.20	\$25.52	\$53,081.60	\$26.85	\$55,848.00	\$28.10	\$58,448.00	\$31.53	\$65,582.40

Grade	Step 1	S1, Salary	Step 2	S2, Salary	Step 3	S3, Salary	Step 4	S4, Salary	Step 5	S5, Salary	PrfMx	Perf Max
2013 H&HS Supv												
C41	\$19.15	\$39,832.00	\$20.74	\$43,139.20	\$21.84	\$45,427.20	\$22.89	\$47,611.20	\$23.96	\$49,836.80	\$27.02	\$56,201.60
C42	\$19.92	\$41,433.60	\$21.58	\$44,886.40	\$22.72	\$47,257.60	\$23.82	\$49,545.60	\$24.92	\$51,833.60	\$27.95	\$58,136.00
C43	\$20.69	\$43,035.20	\$22.39	\$46,571.20	\$23.55	\$48,984.00	\$24.72	\$51,417.60	\$25.85	\$53,768.00	\$29.05	\$60,424.00
C51	\$22.21	\$46,196.80	\$23.94	\$49,795.20	\$25.90	\$53,872.00	\$27.25	\$56,680.00	\$28.52	\$59,321.60	\$32.00	\$66,560.00



PINE COUNTY

Administrator's Office

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Pine City, MN 55063
1-800-450-7463 Ext. 1620
Fax: 320-591-1628

Commissioners

Steve Hallan – Dist. 1
Mitch Pangerl – Dist. 2
Steve Chaffee – Dist. 3
Curt Rossow – Dist. 4
Doug Carlson – Dist. 5

**County Administrator
David J. Minke**

To: Pine County Commissioners
From: David Minke, County Administrator
Date: January 8, 2013
Subject: Strategic Planning

As a public agency, our employees spend most of their time providing services to county residents—plowing snow, managing property records, providing public safety, etc. As the “board of directors” for the organization, it is important for you to periodically take a look at the organization and evaluate accomplishments and establish strategic goals.

Having worked with you for over six months I know there are many good ideas that we are pursuing. I would like to schedule some time for the board to:

1. Identify successes—what are we doing well and what have we accomplished that we are proud of.
2. In the next 12-24 months what do you want to accomplish?
3. Discuss any operation or process (how do we do things/why do we do things) issues that you would like.

One format would be to schedule department heads to provide an update on their department and identify their priorities/challenges for 2013 during a morning session, and then the board could spend the afternoon identifying and discussing its goals.

Please consider scheduling a session in January or February and identifying any particular topics or formats you would like to see.

Flood Meeting for Local Elected Officials
Willow River City Hall
January 2, 2013

Attendees introduced themselves (see end of notes for list of attendees for a complete list)

County administrator David Minke opened the meeting and explained the purpose of the meeting.

1. Provide an overview of the programs available and the contacts
2. Discuss the mitigation buyout programs and gage local (city/township) support
3. Plan for the resident meeting on January 17, 2013
4. Address any other issues/questions local elected officials have

Tom Paull, County Flood Response Coordinator was introduced and described the mitigation (buyout) process.

There are two programs

1. The FEMA 404 mitigation for properties in flood plain & substantially damaged.
2. State DNR program for properties substantially damaged but not in the flood plain.

The programs are voluntary and will pay pre-flood value of the home/demo debris removal, legal, etc. and require a local unit of government to be the sponsor. Pine County is serving as the sponsor.

As part of the process a cost benefit analysis is required. Both programs require that a local unit of government will own the property. It is contemplated that the city or township will be the owner of properties bought out in the program.

Program will create a bare lot and then ownership transferred to city or township.

Minke asked if any jurisdictions were opposed to the county administering the program in their jurisdiction. No concerns were expressed.

Drew Digby described the long-term regional recovery committee and the range of resources available from Lutheran Social Services (LSS), churches, the salvation army, etc. There is a local committee that can evaluate request for assistance and distribute funds and LSS has disaster specialists who work as case managers with residents to assist them in applying for assistance they qualify for.

The case managers work one-on-one with residents and help define the needs and link them with available resources (both government programs such as the Small Business Association (SBA) and Quick Start Loans as well as other privately donated resources. The case managers also have the ability to navigate the request process with the resident.

The SBA has "bought" some mortgages from private lenders so the homeowner can qualify for an SBA loan.

A question was asked about properties that are in foreclosure. The qualifications for quick start loans are that the mortgage and property taxes are current and the property is insured. The recovery task force has funds to help homeowners meet the requirements to qualify— i.e. bring mortgage current.

Residents should be encouraged to call LSS and get a case manager at 218-499-9480. This includes people who may have been denied earlier or who think they missed a deadline. The case manager will review each person's circumstances and provide individual assistance.

Denise: Lots of people went to SBA and were disappointed/turned away. Dean: LSS did not get onboard until Oct. 15 and has focused on education of all parties to better access funds.

The group discussed some of the confusion that residents have experienced with the SBA process as well as other programs.

Some money is available to help improve homes for people in dangerous conditions. May not completely repair the home, but can do some improvements such as electrical repair or furnace replacement. Some assistance is also available for renters.

Given the number of programs and the various requirements, any resident with needs should call LSS.

Thus far, 274 SBA loans for \$7.6 million have been awarded. There has also been \$1.6 million in donations raised for regional flood relief.

A question was asked about the DNR running out of money for flood programs. Drew stated that he is certain that is not true and that there is state level management of the recovery funds, and if necessary funds can be reallocated among the programs.

A question was asked about income limits. The SBA is a loan and requires income to qualify. Quick Start is not income based and offers zero interest and no payment for 10 years. After 10 years the loan is forgiven. If the property is sold prior to 10 years, full repayment is required. Some programs have income limits. Case managers will work with the programs that fit the residents.

A question was asked about assistance for businesses. The Minnesota Investment Fund (MIF) has money. Pine County has not applied.

Next the group discussed the resident meeting on January 17, 2013 at 7:00 p.m. at the Rutledge Community Room.

The County will send a letter to all properties that are on record as having any damage.

The letter will include information on the meeting on January 17, 2013 and a list of topics. The letter will also let property owners who are on the buyout list know that they are still on the list and that this meeting is just the next step. The letter will also include contact information for Pine County's Flood Response Coordinator Tom Paull and LSS and encourage property owners to call LSS as soon as possible to discuss their situation.

In addition to mailing to property owners, the County will work to get the message out using publications such as the Evergreen Shopper, Askov American, Pine County Courier and Star Gazette along with local radio.

Attendees:

Name	Government Unit	Phone	Email
Vickie Whitehouse	City of Willow River	218-372-3412	vwhitehouse@frontiernet.net
Denise Baran	Emergency Mgmt. Pine County	320-438-0309	Denise.baran@co.pine.mn.us
Helen Feltus	Deputy Clerk Kettle River	218-372-3243	HelenFeltus@yahoo.com
Tom Helfman	Mayor City of Sturgeon Lake	218-372-3512	Tomhelfman@mac.com
Diane Jacobson	Council Sturgeon Lake	218-372-3572	djacobson@frontiernet.net
Rick Holm	Mayor Rutledge	218-485-1860	kingrickk@kqrsrocks.com
Jim Bonk	Chairman Kettle River Township	218-380-3132	
Nedene Kuhlman	Clerk Sturgeon Lk Township	218-658-4437	Kuhlman_n@yahoo.com
James Magdziarz	Sturgeon Lk Township	218-658-4456	
Elizabeth Cisar	City Clerk Sturgeon Lake	218-372-3391	sturgeonlake@mac.cm
Darlene Woog	City Council Sturgeon Lake	218-954-0001	darw662000@yahoo.com
Dean Minardi	Lutheran Social Services (LSS)	218-348-2774	dean.minardi@lssmn.org
Kelly Schroeder	Pine County	320-591-1634	kelly.schroeder@co.pine.mn.us
David Minke	Pine County	320-591-1624	david.minke@co.pine.mn.us
Chris Ketchmark	City of Willow River	320-245-2499	ketchnwcc@hotmail.com
Lynnette Hischer	City of Rutledge	218-380-2970	CityofRutledge@frontiernet.net

Passenger Rail Alliance Funding Formula
 FY 2013 Member Contribution

	Base Percent	Station Percent	Total Percent	Weighted Votes	FY 2013
Hennepin	18	7.0	25	4	\$25,000
St Louis & Lake	18	7.0	25	4	\$25,000
Minneapolis	12.5		12.5	2	\$12,500
Duluth	12.5		12.5	2	\$12,500
Mille Lacs Band of Ojibwe	12.5		12.5	2	\$12,500
Isanti	3	3.25	6.25	1	\$6,250
Pine	3	3.25	6.25	1	\$6,250
Total	79.5	20.5	100	16	\$100,000

2013 formula based upon a \$193,000 budget and using \$93,000 from reserve/unassigned funds

Minneapolis – Duluth /Superior Passenger Rail Alliance
FY 2013 Budget Adopted by Board September 26, 2012

1. Federal/State Lobbying

John Brimsek	10,000
Lockridge, Grindal	10,000
Chris DeLaForest	5,000
Subtotal	<u>25,000</u>

2. Materials

Website	3,000
Advert. Pub. Ed. News Ads, Media	13,000
Materials/Banners/Brochures	<u>3,000</u>
Subtotal	19,000

3. Administration

Staff	75,000
Legal	50,000
Travel	5,000
Public Inform/Assist.	<u>19,000</u>
Subtotal	149,000

Total	193,000
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