



AGENDA REQUEST FORM

Date of Meeting: July 15, 2014

- County Board**
 Consent Agenda
 Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. ___ Other
- Personnel Committee
- Other _____

Agenda Item: Special Meeting – Wilma Township Disapproval of T-F Land Sales

Department: Auditor-Treasurer-Land

Department Head signature

Background information on Item:

By a resolution dated March 5, 2014, Wilma Township is disapproving any tax forfeited land sales within the township. M.S. 282.01 provides that in the event a township or city disapproves of the classification and sale of certain lands, a special meeting shall be called by the County Board to resolve any issues.

Action Requested:

Financial Impact:



CATHY J. CLEMMER
AUDITOR-TREASURER

PINE COUNTY COURTHOUSE * 635 Northridge Dr NW * Suite 240 * PINE CITY, MN 55063

Maddie Amundson	320-591-1670
Cathy J. Clemmer	320-591-1668
Paul Johnson	320-591-1669
Janice Johnston	320-591-1660
Pam Lawrence	320-591-1667
Terry Lovgren	320-591-1666
Kathy Reiser	320-591-1664
Fax	320-591-1671

TO: Pine County Board of Commissioners
FROM: Cathy Clemmer
RE: July 15, 2014 Public Meeting / Wilma Township
DATE: July 8, 2014

Attached is a Position Paper that was presented via email from Patrick Story, Safety Officer – Contract/Grant Administrator for the Duxbury Volunteer Fire Department on behalf of Wilma Township for your review in anticipation of the Public Meeting scheduled on July 15, 2014.

Sincerely,

A handwritten signature in cursive script that reads "Cathy Clemmer".

attachment

Pine County Board of Commissioners

July 15, 2014 Public Meeting

From

Wilma Township Board of Supervisors

Wilma Township Disapproval of the sale of County Tax-Forfeited Non-Conservations Lands.

Wilma Township acknowledges that the process and procedure as set forth within the Minnesota Statute 282.01 appears to have been followed to the extent as provided. However, the process of the County to gain approval from cities/townships on the classifications and sales is apparently not clear to us as outlined in the Tax Forfeiture Process Flow Process map. Please see the **Attached (B)** Tax Forfeiture Process.

Our representative Michael McCullen (Board Supervisor) would like to present the concerns of Wilma Township and the citizens of Wilma Township regarding the sale of current Non-Conservation Lands as County Tax-Forfeited property.

We feel strongly that once public land is sold it removes the ability of future generations to enjoy the benefits offered by those parcels. The ability to generate additional public land is taken away from the tax payers and voters of Pine County and Wilma Township. It takes away a public land resource so precious to Wilma Township. Recreation opportunities for hunting/fishing/birding are taken away once the land becomes private. We cannot give birth to anymore land. Once gone it is gone forever for public use.

We recommend to the Pine County Board of Commissioners to reconsider the Classification of 673 acres, Non-Conservation, to Memorial Forrest within Wilma Township for future generations to enjoy.

General Questions/Comments

- When did the County Auditor gain approval from Wilma Township for the Sale of Tax Forfeited parcels?
See Attachment (B)
- The MN Tax Forfeiture Process as provided for by MN Statute 282.01 provides the process to gain approval from the Township for the sale of parcels.
- Wilma Township provided a Resolution **See Attachment (C)** dated March 5, 2014 voting no sale of parcels in Wilma Township. Basic reason was the elimination of Public Land for Sports/Recreation and Hunting. Once land is gone there is no mechanism to rebirth new land.
- The County Board of Commissioners has the authority to reclassify tax forfeiture parcels. The County Board may reclassify the current Non-Conservation land to Memorial Forrest. This would allow future generations open public use for Recreation/Sporting, Hunting/Fishing. **See Attachment (A)**

Thank you for your consideration.

Michael McCullen

Wilma Township, Supervisor.

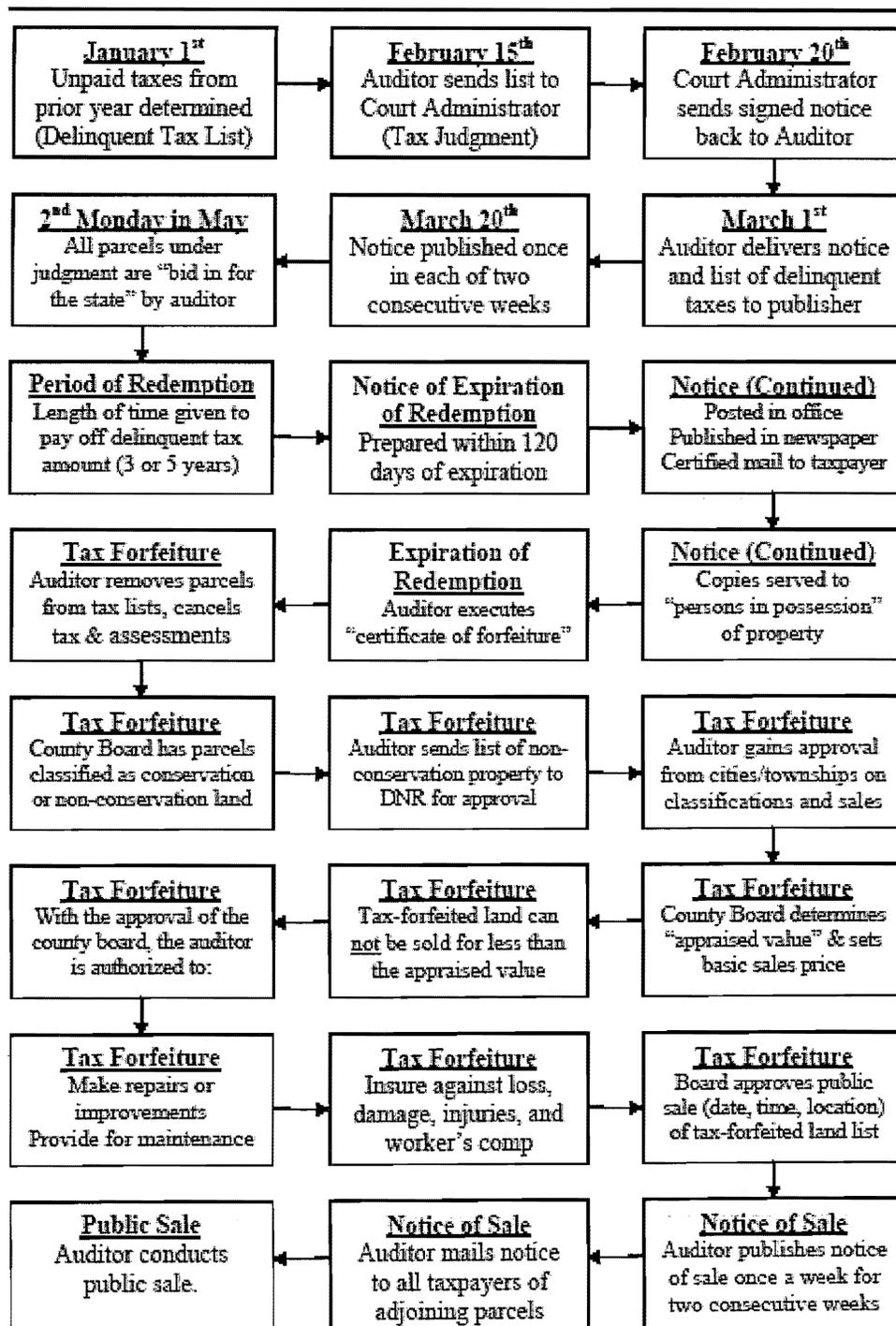
Representing the Wilma Township Board of Supervisors and its Constituents.

282.01 TAX-FORFEITED LANDS; CLASSIFICATION, SALE.**Subdivision 1. Classification as conservation or nonconservation.**

(a) When acting on behalf of the state under laws allowing the county board to classify and manage tax-forfeited lands held by the state in trust for the local units as provided in section 281.25, the county board has the discretion to decide that some lands in public ownership should be retained and managed for public benefits while other lands should be returned to private ownership. Parcels of land becoming the property of the state in trust under law declaring the forfeiture of lands to the state for taxes must be classified by the county board of the county in which the parcels lie as conservation or nonconservation. In making the classification the board shall consider the present use of adjacent lands, the productivity of the soil, the character of forest or other growth, accessibility of lands to established roads, schools, and other public services, their peculiar suitability or desirability for particular uses, and the suitability of the forest resources on the land for multiple use and sustained yield management. The classification, furthermore, must: (1) encourage and foster a mode of land utilization that will facilitate the economical and adequate provision of transportation, roads, water supply, drainage, sanitation, education, and recreation; (2) facilitate reduction of governmental expenditures; (3) conserve and develop the natural resources; and (4) foster and develop agriculture and other industries in the districts and places best suited to them.

(b) Whenever the county board deems it appropriate, the board may hold a meeting for the purpose of reclassifying tax-forfeited land that has not been sold or released from the trust. The criteria and procedures for reclassification are the same as those required for an initial classification.

Tax Forfeiture Process



A RESOLUTION OF THE TOWN OF WILMA BOARD OF SUPERVISORS ON SALES OF PUBLIC LANDS IN WILMA TOWNSHIP

WHEREAS, The Pine County Board of Commissioners desires to offer for sale lands in Wilma Township that have forfeited to the State of Minnesota for non-payment of taxes, and

WHEREAS, Wilma Township has been asked to approve or to disapprove sales within Wilma Township (According to Pine Co. Forester Greg Beck, "if the Township disapproves of the sale, the parcels will be removed from the listings."), and,

WHEREAS, under County public ownership and management, all citizens have access to public hunting and fishing lands, and this right will be passed down to future generations, and,

WHEREAS, there is a limited and finite amount of public-access lands in our township, and,

WHEREAS, any benefits the township could receive by returning these parcels to the tax-roles would be offset, the Board believes, by the loss forever to our children and grandchildren of public forests and streams, and,

WHEREAS, some parcels requesting sale are landlocked properties with no easements, which can put the township into legal hassles and lawsuits to grant and guarantee easement,

Be it therefore resolved that the Wilma Township Board of Supervisors, acting on behalf of the citizens of Wilma Township, does *not* approve the sale of County public lands within Wilma Township, with one **Exception**: Listing #29, WILMA TOWNSHIP (32.0065.001) SW ¼ of SE ¼; less south 660 feet, Book 112/Page 3 8-42-17), the 20 acres of our Park that we, the State of Minnesota, and Pine County always thought already belonged to the people of Wilma as part of our 36 ½ acre Park. The County has indicated a willingness to convey this part of our

Park to WilmaTownship for conditional use, and the Board urges the Commissioners to do this. This is not privatizing public lands, but ensuring that they will remain public-access to all generations as part of WilmaTownship's Park. The Duxbury Volunteer Fire Department already has a lease on the former DNR Eagle Head Station for use for their trucks and equipment in part of the rest of the 40 acre parcel.

ADOPTED THIS: 5th Day of March, 2014

By the Board of Supervisors, _____

Glen Williamson, Chairman

Attest _____

Paul Raymond, Town Clerk

**Pine County Facility Committee
Tuesday, July 1, 2014, 11:00 a.m.
Conference Room, Public Health Building
Sandstone, Minnesota**

Members:

Commissioner Matt Ludwig
Commissioner Mitch Pangerl

The meeting was called to order at 11:00 a.m. Members present Commissioner Matt Ludwig and Commissioner Mitch Pangerl. Others present County Attorney John Carlson, County Administrator David Minke, and Building Superintendent Kevin Newman.

Minutes of the June 4, 2014 meeting were approved.

The agenda was approved as presented.

Commissioner Pangerl reported on the public meeting with the City of Pine City on Wednesday, June 25, 2014. The city appointed Mayor Paul Janssen and Council Member Steve Ovick to meet with the county to discuss long-term options for the city and county at the Pine Government Center.

John Carlson reviewed some of the history of the Pine Government Center. In the early 1980s the city built a new city hall and gave the PGC to the county. The county then transferred the use of several hundred thousand dollars of federal funds to the city to build the city hall.

The committee thought that a building sale price would be at least \$1,250,000 for the whole building or 1/3 (\$417,000) for the floor plus a 1/3 share of the operations and maintenance and improvements.

With no further business the committee adjourned at 12:15 p.m.

PINE COUNTY PERSONNEL COMMITTEE
Minutes
July 8, 2014
9:00 a.m. – Commissioners Conference Room
Pine County Courthouse
Pine City, MN

Members: Commissioner Chaffee
Commissioner Ludwig

Members Present: Matt Christenson HR and Payroll Specialist

1. The meeting was called to order at 9:09 a.m.
2. Commissioner Ludwig motioned to approve the agenda, Commissioner Chaffee seconded. Motion carried 2-0.
3. Commissioner Ludwig motioned to approve the minutes from the June 10, 2014 personnel meeting, Commissioner Chaffee seconded. Motion carried 2-0.
4. Jail
 - a. Acknowledge termination of Probationary PT Corrections Officer Jason Teeman, effective June 26, 2014.

Commissioner Ludwig motioned to recommend acknowledgement of probationary employee termination for approval, Commissioner Chaffee seconded. Motion carried 2-0.
5. Administrator
 - a. Approve updates to Pine County Policies and Procedures Section 26 Vacation Donation Program. HR and Payroll Specialist Matt Christenson presented information on updates to the vacation donation program policy. Historically the policy has allowed employees to donate vacation time to a bank where employees experiencing an emergency without enough accrued time could draw upon. The new policy would allow employees to donate time to specific employees who are experiencing an emergency and do not have enough accrued time available. Commissioner Ludwig motioned to recommend the section 26 policy updates for approval, Commissioner Chafee seconded. Motion carried 2-0
 - b. Classification and compensation study RFP update. HR and Payroll Specialist Matt Christenson provided a status update on the class and comp RFP to the

committee. Administration will be meeting with members of the union on August 4, 2014 at 9:00 a.m. to discuss the RFP process and receive feedback. The updated RFP will be brought back to the August 12, 2014 personnel meeting for approval.

- c. Approve non-union performance pay system. HR and Payroll Specialist Matt Christenson presented information on the updated non-union performance pay system, section 10 – Compensation of county policy and performance evaluations to the committee. Discussion was held as to benefits of implementing a non-union performance pay system and the framework that it provides to employees and supervisors. Committee requested that non-union increases still come to the committee as informational only if they are within the policy guidelines and increases outside of the guidelines will follow the normal committee process. Commissioner Chaffee motioned to recommend the non-union performance pay system with revisions for approval, Commissioner Ludwig seconded. Motion carried 2-0.
- d. Approve Pine County retiree health plan switch to Medicare Part D coverage with Platinum Blue and Senior Gold plans. HR and Payroll Specialist Matt Christenson provided information on potential retiree Medicare part D coverage options. Two plans could be offered by the county, one for MN residents and the other, for out of state residents. This will result in an estimated premium savings for the county of \$13,200 annually as well as savings for current and future retirees. These plans could begin to take effect January 1, 2015. Commissioner Ludwig motioned to recommend the Medicare Part D retiree plan options for approval, Commissioner Chaffee seconded. Motion carried 2-0.

6. Other

7. The meeting was adjourned at 10:25 a.m.

26. Pine County
Paid Time Off & Vacation Donation
Program Policy

Summary: It is the policy of Pine County to permit the donation of accrued PTO & vacation from one employee to another employee requesting leave.

The purpose of the Paid Time Off/Vacation Donation Program Policy is to provide a safety net of County compensation benefits for county employees, when the recipient employee has exhausted PTO, banked sick leave, compensatory time and vacation, due to a catastrophic illness/injury or medical condition that requires the recipient employee's absence or attendance to a spouse's or child's condition.

Definition: A catastrophic illness or injury is one that incapacitates the employee, his or her spouse or child which has caused the employee to exhaust other eligible leave credits. (i.e. car accident, cancer)

Eligibility: Program **recipients** must meet all of the following criteria to receive donated hours:

1. Must have requested donated leave due to a catastrophic illness/injury or medical condition.
2. Must have written verification of a catastrophic illness/injury or medical condition from a licensed medical practitioner if requested.
3. Must have completed 6 months of employment.
4. Must have PTO/vacation donation request acknowledgement from his/her department head.
5. All PTO or vacation leave transferred shall be used at the recipient's pay rate.
6. Recipients of donated leave must have up to five (5) days or less of PTO or sick leave available at the time leave is donated to them.
7. Other wage-replacement benefits are allowed and any use of PTO/Vacation Donation Benefits will be offset.

In order to receive pay for a holiday while receiving donated leave, donated leave will need to be used for the holiday. If an employee is on an intermittent FMLA and works the full day before and the full day after a holiday, the preceding would not apply.

A leave **donor** must meet the following criteria and requirements:

1. An irrevocable donation of not more than the donor's current accrued PTO/vacation leave donated in increments of one hour with a minimum donation of one hour.
2. Certification that no solicitation and/or acceptance of any money, credit, gift, gratuity, thing of value or compensation of any kind has been provided, directly or indirectly, to the donor.

Procedures:

- The PTO/Vacation Donation Program is administered by Human Resources.
- Participation in the program is on a strictly voluntary basis.

Employee Leave Recipient

- Requests are subject to approval of the *Application of Use of Donated PTO/Vacation Form* (sample attached), which are available in the Human Resources Department. In the event the employee is unable to complete the *Application for Use of Donated PTO/Vacation Form*, the employee's designated family member may complete the form on behalf of the employee.
- To receive donated PTO/vacation, an employee must complete a *Medical Information Form* signed by the treating physician including the physician's statement.
- The *Application for Use of Donated PTO/Vacation* and Physicians Statement must be forwarded to Human Resources. Human Resources will develop a separate PTO/vacation donation leave file with separate files for each ongoing case.
- The leave recipient may use donated time as PTO/sick time for as long as it is determined they meet the eligibility criteria.
- The leave recipient shall continue to accrue PTO, sick, and vacation leave while using donated leave time. Once an employee is in a no pay status PTO, sick leave, and vacation accrual will terminate.
- The leave recipient shall have the appropriate federal and state taxes and PERA deductions withheld.
- The leave recipient does not need to pay back donated time received.

Employee Donor

- The donating employee shall, on the appropriate form, request transfer of their accrued PTO/vacation time to the recipient, record of which is to be kept and monitored by the Payroll Clerk.
- A PTO/Vacation Donation Contribution Form will be available from the Department Heads and/or Payroll and must be signed and returned to payroll before a donation can be effective.
- Employees may donate at any time throughout the year.
- All donations and use of donated leave shall be confidential.
- Payroll will be responsible for subtracting the donated PTO/vacation leave from the contributing employees PTO/vacation balance at the time the donated time is used
- Donations are not tax deductible.
- Donations are irrevocable.

The final decision on the award and distribution of donated leave time rests with Human Resources and shall not be subject to any labor agreement or County policy grievance procedure. In making decisions, Human Resources shall review the employee's application, the department's verification of exhaustion of all but five (5) days paid leave, and all medical evidence submitted by the employee, including but not limited to a physician's statement. Human Resources may request additional information from the applicant.



PTO/Vacation Donation Form

I, _____, authorize Pine County payroll to deduct from my current

PTO leave _____ *hours*

Vacation leave _____ *hours*

Personal leave _____ *hours*

Compensatory leave _____ *hours*

Total Hours Donated: _____

and transfer said amount to the following employee: _____

Employee Signature

Date

Employee Number

Application for Use of Donated PTO/Vacation

Name: _____ Date of Application: _____

SS# _____ Department: _____

Date of Hire: _____ Reason for Request: _____

(BE SPECIFIC)

Physician Information – to be filled out by treating physician

Physician Name: _____

Physician Office Address: _____

Physician Phone #: _____

Diagnosis: _____

Prognosis: _____

Probable duration of the condition: _____

Is the patient unable to work? _____

Signature of Health Care Provider Date

I hereby authorize the release of information from the above physician for purposes of determining eligibility for Donated Vacation Leave.

Patient Signature **Date**

Employee Signature **Date**

Department Head Signature **Date**

Human Resources Approval: _____ **Date:** _____

10. COMPENSATION

10.1 Method of Computing Pay

- a. **Employees Assigned to a 40-Hour Work Week (Exempt & Non-Exempt):**
To obtain an annual salary the monthly salary shall be multiplied by twelve (12). To obtain the hourly rate, the annual salary shall be divided by 2,080 hours and rounded off to the second decimal place. The hourly rate will be rounded as follows: If the third decimal place is five (5) or greater, the second decimal place shall be rounded up one (10); if less than five (5), the third decimal place shall be dropped.
- b. The Pine County Board of Commissioners shall annually determine the maximum rate for performance increase on non-union employees to be reflected on the individuals anniversary date.

10.2 Methods of Salary Payment

- a. **Employees Assigned to a 40-Hour Work Week (Exempt & Non-Exempt):**
Employees will be paid bi-weekly. The payroll period will be a two-week period running from 12.00 a.m. Sunday until 11:59 p.m. on Saturday. Employees hired during a payroll period will be paid through that period on the same date as all other employees. Whenever possible pay changes will be processed at the beginning of the pay period following the effective date of the change. All employees will be considered as paid only through the current pay period.

10.3 Application of Compensation Plan

No employee shall be paid less than the established minimum nor more than the maximum rate fixed in the compensation plan for the position he/she holds. Salary schedules for Non-union positions are attached as Appendix A.

- a. **Original Appointment:** An employee will not be hired above the midpoint of the salary range for a position unless, after proper advertising, it has not been possible to find a qualified applicant who will accept the position at a salary amount between the minimum and midpoint of the salary range. However, in the case of Department Heads or Managerial positions, the County Board may set the salary within the range of the job classification most appropriate to attract and retain the best candidate for the position. Appointment and term of County Engineer per MN State Statute 163.07.
- b. **Reallocation:** When a class of positions is reallocated upward an employee shall be placed in the same relative position in the newly established salary range for the class as was held in the former salary range. When a position is reallocated downward, an employee in the class shall be permitted to continue at his/her present rate of pay during the period of incumbency (except in the event of general service-wide reductions). However, if his/her present rate

does not equal the maximum for the new class, he/she shall be entitled to salary increases until he/she reaches the established maximum for the new class. Under no circumstances shall an employee receive COLA and/or performance increases resulting in an hourly rate greater than the maximum hourly rate for their pay grade.

- c. Promotion: An employee promoted to a new position in a higher class shall receive the minimum rate for the higher class. If the rate of his/her former position is the same as or exceeds this minimum, he/she shall advance to the next step or be placed at a percentage above the rate of compensation that he/she formerly received (determined by county board); however, in no case shall a superior be paid less than a subordinate in terms of base pay.
- d. Demotion: An employee may be demoted to another position for which the employee possesses the requisite qualifications and/or the employee's hours may be reduced. A written statement of the reasons for the demotion shall be submitted to the employee at the time of demotion or reduction of hours. Demotion may take place for any of the following reasons, or for any other reason, as determined by the Department Head:
 1. When the employee would otherwise be laid off because of position elimination reclassification, lack of work, lack of funds, or the return to work of another employee from an authorized leave.
 2. When the employee does not possess the necessary qualifications to provide satisfactory performance in the position the employee currently holds.
 3. When the employee voluntarily requests a transfer to a position of lower classification or voluntarily requests a transfer or deletion of certain duties in the current position, which results in reclassification to a lower class.
 4. When utilized as part of a disciplinary action.
 5. When it is in the best interest of the County to do so.

For the purposes of demotion, a vacant position does not include a position, which has been publicly announced and open to competitive examination/evaluation. It does include positions within the employee's current department, which are not promotional in nature, or other positions within the County, which are subject to Internal County posting. Employees subject to proposed demotion shall not have preference over other County employees with respect to vacant positions.

Employees who are demoted may have their salaries adjusted downward, consistent with the new position.

When an employee is demoted, the employee shall serve a six (6) month probationary period in the new position during which time the employee may utilize fringe benefits accrued from their prior position. Should the employee prove to be incompetent, ineffective or unsuitable for the position, and no other suitable position openings exist in the organization to which the employee may be transferred or demoted the employee shall be terminated. An employee involuntarily demoted may appeal using the grievance procedure.

- e. Transfer: If an employee is transferring to a position in the same class in another department, he/she shall receive the same rate of compensation he/she received in the former position.

10.4 Pay Anniversary Date

An employee appointed, promoted, demoted, reclassified, or transferred shall have a pay anniversary date on the date of the appointment, promotion, demotion, reclassification, or transfer.

10.5 Anniversary Date Pay Increase

Pay increases for employees not at the top of their pay range shall take effect on the pay anniversary date of each employee affected unless the department head and/or county board certifies to Human Resources that the employee's work performance or conduct does not justify granting such increase. In such cases, the employee shall be notified in writing to this effect by their department head and/or County board.

Pay increases shall comply with the non-union performance pay system for the current budget year. A pay increase beyond the performance pay system guidelines may be requested, but must be recommended by the personnel committee and approved by the county board. For a copy of the current non-union performance pay system please contact the Administrator's office.

Comment [m1]: Language updates for pay system recognition.

Non-union employees graded at a "C" level or above on their annual review, may receive salary adjustments above the level set by the County Board only if exceptional circumstances exist and adjustment is approved by the Human Resources Manager and Personnel Committee. Exceptional circumstances are to include a demonstrated history of inability to retain employees within a specified classification.

10.6 Payroll Deductions

The County will attempt to equally divide payroll deductions between two checks of each month.



2014 Non-Union Performance Increase Matrix

Percent of scale

All Classifications	Min-85%	85%-95%	95%-100%
Outstanding	3%-6%	3%-6%	3%-6%
Exceeds Requirements	2%-5%	2%-5%	2%-5%
Fully Capable	1%-4%	1%-4%	1%-4%
Needs Improvement	1%-3%	1%-3%	1%-3%
Unsatisfactory	0%	0%	0%

Percent of Scale

To calculate percent of scale, take the current wage of the employee, divide by the top of the classifications scale and multiply by 100 (e.g current employee is paid \$8/ hour, top of scale is \$10, $\$8/\$10=\$0.8*100=80\%$).

Approval

The County board reserves the right to apply performance increases outside of this matrix for extenuating circumstances (e.g. market inequity, high turnover, etc).



**PINE COUNTY
PERFORMANCE APPRAISAL
NON-SUPERVISORY**

This form is to be used in the evaluation of an employees performance in his/her position. There are two areas of evaluation; ability to perform assigned job duties and adherence to qualities or values held by Pine County. The appraiser should provide comments on the rating form as they provide the necessary feedback to the employee to improve their performance or know what they are doing well.

Performance evaluations are an integral piece of an employee's work history that helps them to better their work performance by defining areas for improvement and determining how improvements can be made.

Employee Information:

Name: _____ Job Title: _____ Grade: _____
 Department: _____ Years in Position: _____ Review Date: _____
 Review Period: _____ to _____ Reviewer Name/Title: _____

Type of Evaluation (Please Circle): ANNUAL PROBATIONARY SPECIAL

AREAS OF RESPONSIBILITY: Use this area to fill in the main job responsibilities of the position. Please use task specific to the job description or core duties. Please follow the below measurement levels:

<u>Unsatisfactory-1</u> Performance does not meet the expectations of the position.	<u>Needs Improvement-2</u> Performance is below a significant number of expectations.	<u>Fully Capable-3</u> Performance expectations are met and are not below or exceeded.	<u>Exceeds Requirements-4</u> Performance expectations are regularly exceeded.	<u>Outstanding-5</u> Performance expectations are significantly exceeded regularly.
---	---	--	--	---

<u>Tasks</u>	<u>Rating</u>	<u>Comments</u>
1		
2		
3		
4		
5		
6		
7		
8		

The following section is to evaluate the employee's progress in achieving County goals and values. Use the above measurement level explanations to determine ratings. A rating of 1 is unsatisfactory and 5 is outstanding.

<u>Rating (Please Circle</u>	<u>Category</u>	<u>Comments</u>
1 2 3 4 5	Communication	
1 2 3 4 5	Effort and Initiative	
1 2 3 4 5	Knowledge of Field	
1 2 3 4 5	Development	
1 2 3 4 5	Customer Service	
1 2 3 4 5	Accountability	
1 2 3 4 5	Dependability	
1 2 3 4 5	Appearance	
1 2 3 4 5	Timelines	
1 2 3 4 5	Safety and Health	

This last section is to provide feedback on the employee's personal and professional development and goals and what resources the Employer would need to provide for the employee to achieve these goals. Did the employee meet the established goals and objectives established during the previous evaluation period?

Goal/Objective: _____ Met _____ Exceeded _____ Not Met (explain) _____

1. _____
2. _____
3. _____
4. _____
5. _____

List the goals/objectives for the next year. Goals should be specific, measurable, attainable, realistic and

Goal/Objective: _____

1. _____
2. _____
3. _____
4. _____
5. _____

Please provide some feedback on your Supervisor's general supervisory skills and performance. Where the supervisor is doing well, and where he/she may need some improvement or how they could assist you more in your position.

Supervisor/Dept. Head Signature and date

Employee Signature and date



PINE COUNTY PERFORMANCE APPRAISAL SUPERVISORY

This form is to be used in the evaluation of a Supervisor's performance in his/her position. There are two areas of evaluation; ability to perform assigned job duties and adherence to qualities or values held by Pine County. The appraiser should provide comments on the rating form as they provide the necessary feedback to the Supervisor to improve their performance or know what they are doing well.

Performance evaluations are an integral piece of a Supervisor's work history that helps them to better their work performance by defining areas for improvement and determining how improvements can be made.

Employee Information:

Name: _____ Job Title: _____ Grade: _____
 Department: _____ Years in Position: _____ Review Date: _____
 Review Period: _____ to _____ Reviewer Name/Title: _____

Type of Evaluation (Please Circle): ANNUAL PROBATIONARY SPECIAL

AREAS OF RESPONSIBILITY: Use this area to fill in the main job responsibilities of the position. Please use task specific to the job description or core duties. Please follow the below measurement levels:

<u>Unsatisfactory-1</u> Performance does not meet the expectations of the position.	<u>Needs Improvement-2</u> Performance is below a significant number of expectations.	<u>Fully Capable-3</u> Performance expectations are met and are not below or exceeded.	<u>Exceeds Requirements-4</u> Performance expectations are regularly exceeded.	<u>Outstanding-5</u> Performance expectations are significantly exceeded regularly.
---	---	--	--	---

<u>Tasks</u>	<u>Rating</u>	<u>Comments</u>
1		
2		
3		
4		
5		
6		
7		
8		

The following section is to evaluate the Supervisor's progress in achieving County goals and values. Use the above measurement level explanations to determine ratings. A rating of 1 is unsatisfactory and 5 is outstanding.

<u>Rating (Please Circle</u>	<u>Category</u>	<u>Comments</u>
1 2 3 4 5	Communication	
1 2 3 4 5	Effort and Initiative	
1 2 3 4 5	Knowledge of Field	
1 2 3 4 5	Development	
1 2 3 4 5	Customer Service	
1 2 3 4 5	Accountability	
1 2 3 4 5	Dependability	
1 2 3 4 5	Supervision of Staff	
1 2 3 4 5	Innovation	
1 2 3 4 5	Problem Solving	
1 2 3 4 5	Decision Making	
1 2 3 4 5	Teamwork	
1 2 3 4 5	Safety and Health	

This last section is to provide feedback on the Supervisors personal and professional development and goals and what resources the Employer would need to provide for the Supervisor to achieve their personal development goals. Did the Supervisor meet the established goals and objectives established during the previous evaluation period?

Goal/Objective: _____ Met _____ Exceeded _____ Not Met (explain) _____

1. _____
2. _____
3. _____
4. _____
5. _____

List the goals/objectives for the next year. Goals should be specific, measurable, attainable, realistic and

Goal/Objective: _____

1. _____
2. _____
3. _____
4. _____
5. _____

What are some of the personal development goals you have for the next year and what can Pine County do to assist you in achieving these goals?

Supervisor/Dept. Head Signature and date

Employee Signature and date



AGENDA REQUEST FORM

Date of Meeting: July 15, 2014

- County Board**
 Consent Agenda
 Regular Agenda 5 mins. X 10 mins. 15 mins. Other
- Personnel Committee**
- Other** _____

Agenda Item: Approve 2014-2015 Road and Bridge Supervisors Unit Contract

Department: Administrator

Department Head signature

Background information on Item:

The Road and Bridge Supervisors unit presented a contract counter-proposal on June 26, 2014. Approval of the contract would include a 1.5% COLA in 2014 and 2015, 65%/35% split on family insurance in 2014 and 2015 and an employer paid premium for single coverage. Back pay to January 1, 2014 was included in the proposal as well.

Action Requested:

Approve the January 1, 2014 – December 31, 2015 Road and Bridge Supervisors Unit contract and authorize Board Chair and County Administrator to sign.

AGREEMENT

between

THE PINE COUNTY ROAD AND BRIDGE SUPERVISORS UNIT

and

THE COUNTY OF PINE

January 1, 2014 through December 31, 2015

TABLE OF CONTENTS

ARTICLE I PURPOSE OF AGREEMENT 1

ARTICLE II DEFINITION OF SUPERVISORY EMPLOYEE 1

ARTICLE III RECOGNITION 1

ARTICLE IV HOURS OF WORK 1

ARTICLE V HOLIDAYS 2

ARTICLE VI VACATIONS 3

ARTICLE VII SICK LEAVE 3

ARTICLE VIII LEAVE OF ABSENCE 5

ARTICLE IX VACANCIES AND NEWLY CREATED POSITIONS 12

ARTICLE X DISCIPLINE 12

ARTICLE XI GRIEVANCE PROCEDURE 14

ARTICLE XII EMPLOYER AUTHORITY 16

ARTICLE XIII INSURANCE COVERAGE OF REGULAR EMPLOYEES 16

ARTICLE XIV SCHEDULE OF WAGE RATES 20

ARTICLE XV NO STRIKE 21

ARTICLE XVI COMPLETE AGREEMENT AND WAIVER OF BARGAINING 22

ARTICLE XVII SAVINGS CLAUSE 22

ARTICLE XVIII TRAINING 22

ARTICLE XIX UNIT SECURITY 23

ARTICLE XX PROBATIONARY PERIOD 23

ARTICLE XXI DURATION OF AGREEMENT 23

Appendix A Schedule of Wages25

AGREEMENT

This Agreement, effective the first day of January, 2014 and to continue for two (2) years (24 months) ending the last day of December, 2015 is entered into between the Board of Commissioners, Pine County, Minnesota, hereinafter referred to as the Employer, and the Pine County Road and Bridge Supervisors Unit, hereinafter referred to as the Unit.

ARTICLE I

PURPOSE OF AGREEMENT

Section A. It is the intent and purpose of the parties hereto to 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.

ARTICLE II

DEFINITIONS OF SUPERVISORY EMPLOYEE

Section A. The term "supervisory employee," as used in this Agreement, shall mean any employee who has been employed by the County Board or appointed to work for the Pine County Road and Bridge Department as an authorized Supervisory Employee.

Section B. Probationary Period. All new employees shall serve a six- (6) month probationary period.

ARTICLE III

RECOGNITION

Section A. The Employer recognizes the Pine County Road and Bridge Supervisory Unit as the exclusive representative for collective bargaining purposes of all supervisory employees of Pine County, Minnesota, in the Road and Bridge Department in the Unit certified by the BMS dated June 24, 1985.

ARTICLE IV

HOURS OF WORK

Section A. The regular workday shall consist of eight (8) hours per day, and the regular workweek shall consist of forty (40) hours per week. At the discretion of the Department Head, an employee may have an alternate workday or flexible schedule.

Section B. In the event, an employee wishes to terminate his/her employment he/she shall be required to give two (2) weeks written notice to the County Engineer.

Section C. Whenever an employee is terminated from service for any cause, he/she shall be paid in cash at the time of such termination for all of the accumulated benefits, such as vacation, holiday pay, etc., credited to him/her during the period of employment. This does not include accumulated sick leave (see Article VII). Any accumulated vacation, holiday pay, etc., shall be paid in cash as specified and shall not change the retirement date of such employees.

ARTICLE V

HOLIDAYS

Section A. All regular employees shall be granted the following holidays with pay:

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

Employees may take Good Friday afternoon off, and use accrued vacation time, to attend church service.

Section B. When New Year's Day, Independence Day, Veteran's Day or Christmas Day falls on a Sunday, the following day shall be a holiday. When New Year's Day, Independence Day, Christmas Day or Veteran's Day falls on a Saturday; the preceding day shall be a holiday.

Section C. 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. 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.

ARTICLE VI

VACATIONS

Section A.

All full-time employees shall earn vacation with pay based on the following table:

Commencing 0- 4 years of service	1.00 day per month; 12 days per year
Commencing 5- 9 years of service	1.25 days per month; 15 days per year
Commencing 10- 14 years of service	1.50 days per month; 18 days per year
Commencing 15- 19 years of service	1.75 day per month; 21 days per year
Commencing 20+ years of service	2.50 days per month; 30 days per year

Vacation shall accumulate throughout the year, with the maximum of 30 days accumulation as of August 1 of each year. Any employee can accumulate more than 30 days of vacation during the year, but on August 1 of each year, any vacation in excess of 30 days will be considered lost and removed from the accrual sheet.

Section B. Employees, upon resignation or death, shall be paid for the number of working days of unused vacation leave accumulated to their credit.

Section C. In determining vacation periods, the wishes of the employee will be respected as to the time of taking vacation, insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of the vacation time when an agreement cannot be reached among the employees.

Section D. The Department Head can designate a vacation within four (4) days of the thirty (30) day maximum, depending on future workload.

Section E. Vacation Buy Out

When vacation accrues to 24 days, (192 hours), an employee may cash out up to 10 days; 80 hours, twice per year.

ARTICLE VII

SICK LEAVE

Section A. All full-time and part-time employees in Pine County shall be entitled to accumulate sick leave at the rate of one (1) working day for each completed month of service. No paid sick leave shall be used during the first six-month probationary period for new employees. However, sick leave will begin accruing at the date of hire. Sick leave will be granted for actual sickness, temporary physical disability and quarantine of

the County employee 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 appointment. The employee's department head must approve all use of sick leave.

Sick leave shall accrue to a total of one hundred (100) days.

Section B. If an employee shall receive an on-the-job injury and have accrued benefits under either sick leave or vacation plan, the Employer shall pay the difference between the compensation received by the employee and his regular hourly or monthly rate, the same to be deducted from the accrued vacation or sick leave credit. It is understood that the additional payments made to the employee over and above that paid by Worker's Compensation shall not exceed the amount of credit, which an employee is entitled to from the accrued vacation or sick leave credits.

Section C. The Employer will pay for all physical examinations if required by the Employer or by any State rules and regulations.

Section D. Sick leave earned in excess of one hundred (100) days shall be banked at the rate of four (4) hours banked for every eight- (8) hours of regular sick leave. This bank may be used in the case of catastrophic illness or injury when all other sick leave is exhausted.

Section E. Payment of Unused Sick Leave:

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 35% of all unused sick leave hours up to 800 hours. (ex. 600 hrs= 210 hrs paid) All accrued sick leave shall be considered when calculating the 800 hour maximum benefit.

*Eligible employee must have a minimum combined balance of 400 hours of unused sick leave and accrued sick leave, and have 30 years of continuous employment with Pine County.

Section F. Personal Days:

Four (4) personal days shall be granted each calendar year with non-accruing status to full time employees to be used anytime during the course of the year, upon receiving them. Personal days shall be granted January 1. All full time employees currently employed on these dates shall receive the personal days, based on their regular hours of work. The scheduling of these personal days is accomplished in the same fashion as vacation time. Personal Days may NOT be cashed out upon earning them. If personal days are not used by the last pay period in November of the contract, they will be deposited into the employee's post-retirement health care savings account by January 31st of the following year.

ARTICLE VIII

LEAVE OF ABSENCE

8.0 Medical Allowance and Use:

a. Causes for Granting Leave:

Leave shall be granted only for benefit eligible employees for absence from duty because of personal illness, legal quarantine, injury, or death or illness in the immediate family. Immediate family for death shall be defined as the employee's spouse, children, parents, grandparents, siblings, or any member of the employee's household. It shall also include the employee's spouse's children, parents, grandparents, or siblings. Immediate family for illness shall be defined as the employee's spouse, children, parents, or any members of the employee's household, related by blood or marriage. Absences of more than three (3) consecutive working days due to injury must be accompanied by a physician certification of restrictions or limitations that may allow an employee to perform modified duty.

b. Notification of Need for Medical Leave:

When an employee needs to use sick leave due to illness or other medical leave and has not completed a "Request for Paid Time Off" form, the employee shall notify the person designated as department head at least one half hour prior to the time the employee should report to work, except in case of emergency. Failure of an employee to notify the designated person within the time prescribed may cause the employee to lose the right to have the time off designated as sick leave.

c. Physician's Certificate:

After three consecutive days of sick, due to a medical illness, the Department Head may require a certificate from the employee's physician verifying the need for sick leave to be taken. The Department Head may also request the employee to furnish a physician's certificate regarding the employee's ability to perform the essential functions of the employee's position and providing any work restrictions if there appears to be a chronic case of absences, either consecutive or nonconsecutive, attributable to a medical condition as reported by the employee.

8.1 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, or ward of the employee's household. An employee may use vacation time for time off after the three (3) days with the approval of the supervisor.

8.2 Military Leave

Every employee shall be entitled to military leave as provided by state and federal law including Minnesota Statute § 19.26, Minnesota Statute §192.261, USERRA, 38 U.S.C. §4301 and the Family Medical Leave Act (FMLA) 29 U.S.C. §2601 et. seq.

8.3 Other Types of Leaves of Absence

a. 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.

b. Election Judge:

An individual who is selected to serve as an election judge pursuant to Minnesota Statute §204B.21, subdivision 2 may, after providing the employee's Department Head with at least 20 days written notice, be absent for the purpose of serving as an election judge. The written request to be absent from work must be accompanied by a certification from the appointing authority stating the hourly compensation to be paid the employee for service as an election judge and the hours during which the employee will serve.

c. 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 accrued vacation time for any part of the leave under this section.

d. Bone Marrow or Organ Donations:

Leave for bone marrow or organ donations will be granted in accordance with Minn. Stat. § 181.945 and Minn. Stat. §181.9456.

8.4 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 accrued vacation time and banked sick leave until the combination of vacation time/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 accrued vacation/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 Department Head/Human Resources in the event of a foreseeable leave. In unexpected or unforeseeable situations, an employee should provide as much notice as is practicable.

8.5 Family/Medical Leave

a. 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.

b. 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.

c. Other Leave Must be Used First

The County requires the employee to use accrued vacation, sick leave (as appropriate) until the employee has exhausted all but 40 hours or less of the combination of vacation/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 and vacation before going into an unpaid status. When an employee has used all but 40 hours or less of accrued vacation/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.

d. 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 11.8 of this policy.

e. 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 including vacation.

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.

f. Job Protection

If the employee returns to work following the approved family medical leave period, the employee will be reinstated to the employee's 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.

g. 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 child.

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."

h. 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 possible.

8.6 Request for Other Leave of Absence without Pay

Any employee who has 40 hours or less of paid time or who has no vacation or banked sick leave and is not otherwise entitled to another type of leave may request a leave of absence without pay in accordance with Section 8.7 of these policies. 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.

a. 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 be granted only when deemed to be in the best interest of the County.

b. 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 and sick leave shall not be earned or paid during an approved leave of absence without pay or while employee is in an unpaid status.

1. 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.

c. Re-employment After Leave of Absence

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

ARTICLE IX

VACANCIES AND NEWLY CREATED POSITIONS

Section A. The Employer is committed to hiring the most qualified candidates for county service. If all other job relevant qualifications are equal, the most senior applicant shall receive a promotion. Job vacancies shall be posted in the unit.

Section B. When vacancies occur within the bargaining unit or when new positions are created within the bargaining unit, notices of such vacancies or new positions shall be posted within the department. Within seven (7) days of the posting, any employee wishing to be considered for such vacancy or new position shall apply, in writing, to the Employer.

ARTICLE X

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. Informal oral discussion;
2. Formal Oral reprimand;
3. Written reprimand;
4. Suspension;
5. Demotion; or

6. Discharge

Section B. Formal Oral Reprimands shall be documented in writing. The document

shall state the reasons for the reprimand, the expectations to be met, and that future like actions may result in further disciplinary action. The document will be kept in the Employee's performance file.

Section C. 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 XI of this Agreement.

Section D. An employee may view his/her personnel file at reasonable times and under the supervision and in accordance with the human resource/personnel policies established. Employees shall also be able to view the performance file kept by either the supervisor or department head at reasonable times and under the supervision of the supervisor or department head.

An employee who disagrees with documents in his/her official personnel file may request in writing to have the contents of the file removed or modified. This shall be made to the County Coordinator. The County Coordinator shall respond to the request in writing within ten (10) working days of receipt of the request. The response will indicate their determination and the reasons for such determination. If the employee wishes, he/she may prepare a written explanation regarding documentation in the official personnel file. This shall be placed in the file and made available to those requesting to see the file, excluding private data covered under the Data Practice Act.

Section E. Employees may be subject to disciplinary action for one or more of the following: (this is not meant to be an exhaustive list and may include other situations as well): working under the influence of alcohol or drugs; theft; submitting false time sheets, claims, vouchers, reports, etc., using the position for personal gain or for the gain of a family member or friend; negligence which results in the destruction or damage of County property or equipment; harassment of other employees, clients, or customers; poor performance; abuse of sick or other leaves; violation of County or department rules, policies, or procedures.

Section F. All notices of discharge shall be presented to the employee and be in writing providing the reasons for the discharge, the date the discharge is effective and the date which County property is to be returned.

Section G. In the event a general layoff is contemplated, the Employer agrees to call in the Unit and to discuss the situation with them before any action is taken.

ARTICLE XI

GRIEVANCE PROCEDURE

Section A. Definition of 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 the Unit 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 Unit 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 Unit representative have notified and received the approval of the County Engineer or his designee who has determined that such absence is reasonable and would not be detrimental to the work program of the Employer.

Section C. Procedure: 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 County Engineer. 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 County Engineer 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 Unit within ten (10) working days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the Unit and discussed with the County Administrator. The County Administrator shall review the grievance and may meet with the 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 Administrator shall prepare a written response to the grievance

either supporting or denying the grievance. Such will be discussed with the County 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 Union within five (5) working days, after receipt of the answer (or after the answer is due), shall be considered waived.

Step 3. A grievance unresolved in Step 2 and appealed to Step 3 by the Unit 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 Public Employment Relations Board, except the list of arbitrators for selection shall be obtained from the Bureau of Mediation Services.

Section D. Arbitrator's Authority: The arbitrator shall not have the right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issues (s) submitted in writing by the Employer and the Unit 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 Unit 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 Unit, 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 Unit 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 Unit in each step.

ARTICLE XII

EMPLOYER AUTHORITY

Section A. The Employer retains the right to operate and manage all 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; to transfer personnel for just cause, to contract with vendors and others for goods and/or services; and to perform such other inherent managerial functions as set forth in the Minnesota Public Employment Labor Relations Act of 1971, as amended.

Section B. Any term and condition of employment not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate. This includes, but is not limited to,

County Vacation Donation Program Policy to control leave donation for other employees;

Employees must comply with the County Dress Code Policy; and

Leave provisions to be conformed to new County Leave Policy except to the extent that the policy is not consistent with negotiated terms and conditions of employment currently in the Agreement

Section C. The Employer retains the right to subcontract work performed by members of the unit. The Employer agrees to provide at least 20 days written notice to the Unit and to meet and confer regarding the impact of such subcontracting prior to implementing.

ARTICLE XIII.

MEDICAL INSURANCE COVERAGE

Section A. Employees who qualify for benefits of the Pine County Health Plans shall be entitled to insurance coverage as specified in the Plans with the following contribution levels:

Comprehensive Major Medical- CMM (both plans):

The monthly Employer contribution to single coverage for the Comprehensive Major Medical Plan (CMM) shall be \$493 for 2014 and for 2015 the dollar amount equal to the single premium for the 1500/ 4000 CMM plan.

The monthly Employer contribution to family coverage of the Comprehensive Major Medical Plan (CMM) shall be \$1,074 for 2014 and for 2015 \$1,074 plus 65% of the dollar amount of any 2015 premium increase for family coverage for the 1500/ 4000 CMM plan.

Additional employee insurance premiums paid up to the date of contract settlement in 2014 shall be paid back for active employee's retroactive to January 1, 2014.

Blue Cross Blue Shield -VEBA:

In 2014, the total Employer contributions to the premium plus the VEBA savings account for single coverage of the VEBA Plan shall equal \$493 per month and for 2015 shall equal \$493 per month or the dollar amount equal to the single premium for the 1500/ 4000 CMM plan, whichever is greater. Contributions into the VEBA savings account shall be made at the beginning of the year.

The total Employer contributions to the premium plus the VEBA savings account for family coverage of the VEBA Plan shall equal \$1,074 per month for 2014 and for 2015 shall equal \$1,074 per month plus 65% of the dollar amount of any 2015 premium increase to the family coverage for the 1500/ 4000 CMM plan. Contributions into the VEBA savings account shall be made at the beginning of the year.

MEDICAL INSURANCE COVERAGE OF RETIREES:

Section B. The Employer will provide group health insurance coverage to eligible bargaining unit members who retire from County service, in accordance with the following program and M.S. Ch 489 Sub. 3.

- A. Unit members who retire prior to March 1, 2000, or members who are already retired, shall continue to receive group health insurance benefits from the County as provided and administered when they retired. The Employer shall cap the contribution made toward the coverage of this benefit at the amount the retiree received for the year 2000. Any future increases in the premium for this group, shall be the responsibility of the retiree.
- B. Existing, eligible -as defined herein-, unit members shall be afforded the following options.
 - 1. The Employee may choose to receive a one-time, lump sum payment of \$4,000. If this option is taken, the employee shall waive all rights to any retirement benefits.
Or
 - 2. The Employee may choose to retain retirement health insurance provided by the

County under the terms provided for herein.

Eligible Employees:

- A. An eligible employee is one who is currently retired or who was hired prior to March 1, 1986 and a member of this unit prior to January 1, 2000.¹

The retiree must be sixty-two (62) years old. If the retiree is less than sixty-two (62) years old, he/she may participate in the County's group health insurance program under the terms of the County Personnel Policies. When the retiree reaches sixty-two (62) years old, he/she may participate under this program, if all other qualifications are met. Roger Larson is the exception to this provision. If he retires prior to March 1, 2000, he will be eligible to receive the benefits provided to existing retirees as provided for under the terms of this agreement. If he does not retire prior to March 1, 2000, he shall be subject to the options provided other existing unit members.

-
1. Eligible active members shall include only the following: Todd Lindstrom.

Benefits:

- A. A retiree between the age of 62 and 65 with at least ten (10) years of continuous service with Pine County, the Employer will contribute towards the cost of "managed care" as defined in the Pine County Health Plan an amount equal to single coverage.
- B. A retiree between the age of 62 and 65 with at least twenty (20) years of continuous service with Pine County², the Employer will contribute towards the cost of "Managed Care" as defined in the Pine County Health Plan an amount equal to single coverage and 60% of the difference of single coverage and family coverage for "Managed Care".
- C. A retiree may participate in "Health Insurance Options" available to members of the bargaining unit at a premium cost and eligibility as authorized by the Pine County Health Plan, or as required by applicable State or Federal Law. Such participation shall be at the cost of the retiree.
- D. When the retiree turns sixty-five (65), he/she must enroll in Medicare Part A and Medicare Part B. The Employer shall provide Medicare supplemental II coverage as it is defined in the County's Health Care Plan. The Employers contribution shall be based on the Medicare Supplement II Premium and be provided using the formula in paragraph A or B, which ever applies.

TERMS :

- A. The retiree, by accepting benefits under this program, waives his/her right under Minn. Stat. Sec. 471.616 (1986) or similar statute to individually agree to group insurance policy changes. The retiree agrees to be bound by the group insurance policy (and any changes thereto) in force to current employees in this bargaining unit.
- B. The retiree is responsible for the payment of any additional amounts required for insurance coverage and not paid for by this program.

² It is specifically recognized by both parties that Don Henkel shall be eligible for benefits under this section if he has at least fifteen years of service on the date that he retires.

This section applies those eligible active members who do not retire before 3/1/00. See footnote number 1, page 18, for eligible active members.

C. Benefits under this program shall terminate upon the death of the retiree.

Section C. All interest income earned on health insurance funds shall be credited to the insurance account.

Section D. Group term life insurance benefits shall be \$30,000.

ARTICLE XIV

SCHEDULE OF WAGE RATES

Section A. All employees covered by this Agreement shall be compensated in accordance with Appendix "A", which is attached hereto and made part of this Agreement. Wages for active employee's compensation shall be retroactive to January 1, 2014 reflecting a 1.5% COLA increase in 2014. Employees shall receive a 1.5% COLA effective January 1, 2015.

Section B. Any employee who is required to work in excess of his regular eight (8) hour workday or their regular forty (40) hour workweek shall be credited with overtime at the rate of one and one-half (1 ½) times the number of hours worked.

Section C. Employees will be eligible for an 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 County Engineer. An employee cannot exceed the scale by way of a performance adjustment. Those employees, who are in the performance range, and eligible, shall not receive an adjustment until their respective anniversary date. All adjustments provided for in Appendix A shall be applied to the schedule.

The performance pay range is calculated on a percentage increase of one's hourly rate of pay, not including overtime hours. The range is as follows:

Fully Competent	1.0% - 3.4%
Exceed Expectations	3.5% - 6.0%
Significantly Exceed Expectations	6.1% - 7.0%

Section D. Personal Protective Equipment

All shop and field employees shall wear heavy-duty safety boots. This protective footwear shall comply with OSHA Standard 1910.136 and ANZI Z41-1991 Standard. The County shall provide up to \$175.00 per year toward the purchase of heavy-duty safety boots and the appropriate footwear for chain saw operation. Employees shall be responsible to submit receipts of purchase in order to receive reimbursement. Receipts shall not be reimbursed for PPE/safety footwear that does not meet the standards listed above.

Employees who wear prescription glasses and whose position requires the wearing of

safety glasses shall be reimbursed the cost of one pair of prescription safety glasses once every two (2) years at a reimbursement rate of \$100.00.

ARTICLE XV

NO STRIKE

Section A. The unit agrees that during the life of this Agreement neither the unit, its officers, or agents, or any of the employees covered by the Agreement will cause, encourage, participate in, or support any strike, slowdown, mass absenteeism, mass resignation, or other interruption of, or interference with, the operation of the Department. In the event that an employee violates this Article, the Unit 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 employee who violates any of the provisions of this Article may be discharged or otherwise disciplined.

ARTICLE XVI

COMPLETE AGREEMENT AND WAIVER OF BARGAINING

Section A. This Agreement shall represent the complete Agreement between the Road & Bridge Supervisors Bargaining Unit and the Employer.

Section B. The parties acknowledge during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and the complete 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 Unit, for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE XVII

SAVINGS CLAUSE

Section A. 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 the 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 XVIII

TRAINING

Section A. If an employee is required, by the County Engineer, to attend a class, seminar or meeting to maintain his or her job capabilities, or to improve on those capabilities to the County's benefit, the full-time spent away from the regular place of employment is considered to be part of the regular workday. Exceptions are normal home to workplace travel time, breaks not normally allowed, time spent at lunch and time added for overnight stays associated with multi-day events.

Section B. The above policy does not cover voluntary classes, seminars or meetings, which are not critical for a person's employment. The Engineer shall determine the decision of applicability.

ARTICLE XIX

UNIT SECURITY

Section A. In recognition of the Unit as the exclusive representative, the Employer shall deduct each month an amount sufficient to provide the payment of regular dues established by the Unit from the wages of all employees authorizing, in writing, such deduction in a form agreed upon by the Employer and the Union.

Section B. The Unit agrees to indemnify and hold the Employer harmless against any and all claims, suits, order or judgment 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 XX

PROBATIONARY PERIOD

Section A. All newly hired employees shall undergo a probationary period as defined in Article II Section B of this Agreement.

Section B. The employer, at its sole discretion, may discipline and/or discharge a probationary employee at any time during this probationary period. Such action shall not cause a breach of this agreement or be eligible for grievance as provided in Article XI of this agreement.

Section C. Employees transferred or promoted to a new position shall serve a six- (6) month trial period. The employer may return a trial period employee to a position in his/her former classification and to his/her previous rate of pay.

Section D. A trial period employee shall have the right to revert to a position in his/her former classification, and to his/her previous rate of pay.

ARTICLE XXI

DURATION OF AGREEMENT

Except as otherwise provided, this Agreement shall continue in full force and effect from January 1, 2014 until December 31, 2015. Either of the parties hereto shall be required to submit written notice at least sixty (60) days prior to the termination of this Agreement for the purpose of negotiating a new Agreement. If settlement on a new agreement

cannot be reached within the provided sixty (60) days, the present agreement shall remain in effect until a new settlement has been reached.

COUNTY OF PINE

PINE COUNTY ROAD AND BRIDGE
SUPERVISORY EMPLOYEES

Board Chairman

President

Eddie E. M.

Dated: _____

Dated: 7-9-14

Attest:

County Administrator

Road and Bridge Supervisors

Appendix A

2014 Salary Scale

Grade	Step 1 - 12	Step 2 - 12	Step 3 - 12	Step 4 - 12	Step 5 - 12	Perf Max - 12
B31	17.57	18.98	19.85	20.70	21.50	24.37
B32	18.47	20.04	21.04	22.10	23.13	25.37
C41	19.44	21.05	22.17	23.23	24.32	27.43
C42	20.22	21.91	23.06	24.18	25.29	28.37
C43	21.00	22.72	23.90	25.09	26.24	29.49
C51	22.54	24.30	26.29	27.66	28.94	32.48
C52	24.28	26.17	27.50	28.89	30.25	33.78

2015 Salary Scale

Grade	Step 1 - 13	Step 2 - 13	Step 3 - 13	Step 4 - 13	Step 5 - 13	Perf Max - 13
B31	17.83	19.26	20.14	21.01	21.82	24.74
B32	18.74	20.34	21.35	22.43	23.48	25.75
C41	19.73	21.37	22.50	23.58	24.69	27.84
C42	20.53	22.24	23.40	24.54	25.67	28.79
C43	21.31	23.06	24.26	25.46	26.63	29.93
C51	22.88	24.67	26.68	28.07	29.38	32.97
C52	24.64	26.57	27.91	29.33	30.71	34.28

C41: Fleet Supervisor, Hwy Maint Supv, Tech Supv/CADD Specialist
C42: Right-of-Way Manager

C41 Davis/Brad K., Eiffler/Eddie R., Roberts/David D, Booker/Todd
 C42 Lindstrom/Todd J.

**Pine County Facility Committee
Tuesday, July 1, 2014, 11:00 a.m.
Conference Room, Public Health Building
Sandstone, Minnesota**

Members:

Commissioner Matt Ludwig
Commissioner Mitch Pangerl

The meeting was called to order at 11:00 a.m. Members present Commissioner Matt Ludwig and Commissioner Mitch Pangerl. Others present County Attorney John Carlson, County Administrator David Minke, and Building Superintendent Kevin Newman.

Minutes of the June 4, 2014 meeting were approved.

The agenda was approved as presented.

Commissioner Pangerl reported on the public meeting with the City of Pine City on Wednesday, June 25, 2014. The city appointed Mayor Paul Janssen and Council Member Steve Ovick to meet with the county to discuss long-term options for the city and county at the Pine Government Center.

John Carlson reviewed some of the history of the Pine Government Center. In the early 1980s the city built a new city hall and gave the PGC to the county. The county then transferred the use of several hundred thousand dollars of federal funds to the city to build the city hall.

The committee thought that a building sale price would be at least \$1,250,000 for the whole building or 1/3 (\$417,000) for the floor plus a 1/3 share of the operations and maintenance and improvements.

With no further business the committee adjourned at 12:15 p.m.



AGENDA REQUEST FORM

Date of Meeting: July 15, 2014

- County Board**
 Consent Agenda
 Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** _____

Agenda Item: East Central Regional Development Commission Update

Department: Administrator

Department Head signature

Background information on Item:

History of the East Central Regional Development Commission

The East Central Regional Development Commission was organized by petition of local units of government in 1973. Formation of regional development commissions - RDCs - is authorized under the Regional Development Act of 1969. An updated Regional Development Act was passed in 1997 by the Minnesota Legislature. There are 13 development regions in Minnesota.

Mission of the East Central Regional Development Commission

The East Central Regional Development Commission's mission is to provide leadership and direction through problem solving. This is done by initiating projects and programs that lead to create solutions to regional problems, by providing technical assistance and by identifying and developing available resources. Their mission is to provide a leadership role as an advocate for East Central Minnesota to bring about positive change.

Action Requested:

East Central Regional Development Commission update by ECRDC Executive Director Bob Voss and Transportation Planner Bob Bollenbeck.

Financial Impact:

PINE COUNTY REQUEST FOR BOARD ACTION

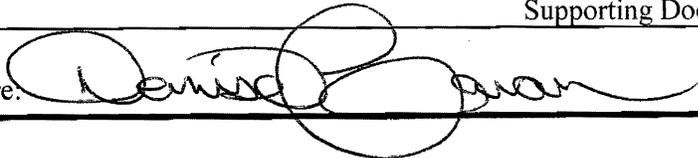
Requested Board Date: June 17 th , 2014	Consent Agenda <i>(Please Circle)</i> Regular Agenda Estimated Time: <i>(Please Circle)</i> _____ 10 Min. 15 Min. Time needed 30 Min. 45 Min. 1 hour
Department: Pine County Sheriff's Office	Date: June 9, 2014

Request for the County Board to sign the Mutual Bill of Sale with Pine Medical Center, dba Essentia Health. This will be an even trade for vehicles between the Pine Medical Center, dba Essentia Health and the Pine County Sheriff's Office.

There will be no monetary funds involved with this trade.

Board Action Requested: Respectfully request that the Board signs the Mutual Bill of Sale.

Supporting Documents: Attached None

Signature: 

MUTUAL BILL OF SALE

Effective Date: April __, 2014

The parties to this Mutual Bill of Sale are **Pine Medical Center, dba Essentia Health Sandstone** ("Medical Center") **Pine County Sheriff's Office** ("County").

Medical Center is the owner of an ambulance described on the attached Exhibit A (the "Ambulance").

County is the owner of a vehicle described on the attached Exhibit A (the "Vehicle").

Medical Center would like to obtain the Vehicle and County would like to obtain the Ambulance. The parties acknowledge and agree that the Ambulance and the Vehicle are approximately of equal value.

On the terms and subject to the conditions set forth in this Bill of Sale, as of the Effective Date first written above:

1. Exchange:

In exchange for the Vehicle, Medical Center hereby sells, transfers and conveys to County, and County Buyer hereby purchases, accepts and assumes all of Medical Center's rights, title and interest in, the Ambulance.

In exchange for the Ambulance, County hereby sells, transfers and conveys to Medical Center, and Medical Center hereby purchases, accepts and assumes all of County's rights, title and interest in, the Vehicle.

2. Delivery Terms. Each party shall make arrangements with the other to collect the Ambulance or the Vehicle, as applicable, on or within 15 days of the date of this Bill of Sale.

3. Conditions of Sale. The parties acknowledge and agree that each party is accepting and purchasing the Vehicle and/or Ambulance, as applicable, on the following conditions:

3.1 Finality of Sale. Upon delivery of both the Ambulance and Vehicle, this exchange is final.

3.2 Warranty of Title. a) Medical Center hereby represents and warrants that it is the lawful owner of the Ambulance; that it is free from all encumbrances; that it has good right to sell the same; and Medical Center covenants that it will warrant and defend the same against the lawful claims and demands of all persons. b) County hereby represents and warrants that it is the lawful owner of the Vehicle; that it is free from all encumbrances; that it has good right to sell the same; and County covenants that it will warrant and defend the same against the lawful claims and demands of all persons.

3.3 Disclaimer of Warranties. **COUNTY AND MEDICAL CENTER EACH DISCLAIM AND EXCLUDE ALL OTHER WARRANTIES, EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, CONCERNING THE AMBULANCE OR THE VEHICLE, AS APPLICABLE. THE PARTIES ACKNOWLEDGE AND AGREE THE AMBULANCE AND THE VEHICLE ARE USED AND SHALL BE SOLD AND PURCHASED "AS IS, WITH ALL DEFECTS" AND EACH PARTY UNDERSTANDS THAT IT ASSUMES ALL RISKS ASSOCIATED WITH ITS USE OF THE VEHICLE OR AMBULANCE, AS APPLICABLE.**

3.4 Disclaimer of Liability. **EACH PARTY RECEIVING THE PROPERTY HEREUNDER AGREES AND ACKNOWLEDGES THAT THE TRANSFERRING PARTY SHALL HAVE NO LIABILITY WHATSOEVER TO THE RECEIVING PARTY FOR ANY PROBLEMS WITH OR PROBLEMS CAUSED BY THE USE OF THE APPLICABLE PROPERTY, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL (INCLUDING LOST PROFITS).**

3.5 Indemnification. Each party (a "receiving party") agrees to indemnify and hold harmless the other (the "transferring party") and its officers, directors, employees, volunteers and agents from and against all claims, losses, damages, expenses (including attorney's fees and court costs) caused by or arising out of the receiving party's use of the property transferred hereunder.

5. Risk of Loss. Each party hereby acknowledges and agrees that its assumption of the risk of loss of the applicable property shall attach upon the delivery of the applicable property to the receiving party.
6. Governing Law. This agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to the conflict of laws principles thereof.
7. Entire Agreement. This agreement constitutes the entire contract between the parties with respect to the subject matter hereof. It cancels, supersedes and revokes all prior negotiations, representations and agreements between the parties, whether oral or written, relating to the sale and purchase of the Vehicle and Ambulance, as applicable.. The terms and conditions of any purchase order or any similar documents submitted by one party to the other in connection with the exchange of the property hereunder shall not be binding. This agreement may be executed in any number of counterparts, each of which will be deemed to be the original. No amendment to this agreement shall be effective unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have executed this agreement as of the Effective Date set forth above.

**Pine Medical Center, dba Essentia Health Pine County Sheriff's Office
Sandstone**

By: _____

By: _____

Print name: _____

Print name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

AMBULANCE:

VIN # 1FDXE45P36HA75388 2006 Ford E450 Ford McCoy Miller Diesel Ambulance

VEHICLE:

VIN#	YEAR	Make	Model	Fuel Type
2G1WS553489278592	2007	Chevrolet	Impala	Gasoline



AGENDA REQUEST FORM

Date of Meeting: July 15, 2014

- County Board**
 Consent Agenda
 Regular Agenda 5 mins. 10 mins. 15 mins. Other
- Personnel Committee**
- Other** _____

Agenda Item: Award bid for Contract #1403

Department: Pine County Public Works

Mark A. LB
Department Head signature

Background information on Item:

Contract #1403

CP 058-014-002	3rd Avenue SE
CP 058-014-004	5th Street SE
SAP 058-607-022	CSAH 7 and Hillside Avenue Traffic Signal Improvement
SAP 058-608-017	CSAH 8, From CSAH 61 to 2nd Street SE
SAP 058-661-023	CSAH 61 and CSAH 7 Traffic Signal Improvement

Attached memo/info for review

Action Requested:

Award based on lowest tabulation by County Engineer *to A-1 Excavating*

Financial Impact:

Bid is over 25% under estimate

**Pine County
Public Works Department
405 Airport Road NE (320)216-4200
Pine City, MN 55063 (320)629-6736fax**

Memo

To: Pine County Board of Commissioners
David J. Minke, County Administrator

From: Mark A. LeBrun, Public Works Director/County Engineer 

Date: 7/8/2014

Re: Bid Opening - Contract #1403

On Monday, July 7th, two bids were received/opened for the combined project with the City of Pine City SAP 058-608-17, etal Contract #1403. The Engineer's Estimate was \$1,672,013.58, JR Ferche bid \$1,485,993.25 and A-1 Excavating bid \$1,246,771.45 which was determined to be the apparent low bidder.

In submitting the bid, A-1 Excavating did not include the entire bid proposal as provided, however, they did include all the necessary forms, signatures, and bid tabs necessary to determine and award them as low bidder.

Not providing the entire bid proposal would be considered an informality and/or technicality as it is part of the bidding instructions. Since this informality or technicality in no way affects the bid submitted, it is my recommendation in concurrence with the County Attorney's office that Pine County waive this and award to A-1 Excavating.

Enclosed is the bid advertisement and MnDOT specification 1301 which provides clear language guiding this recommendation for your review.

BIDS CLOSE July 7, 2014
Pine County, MN

Scaled proposals will be RECEIVED until 10:00 a.m. July 7, 2014, by David Minkc, Pine County Administrator at 635 Northridge Drive NW Pine City, MN on behalf of the Pine County Board of Commissioners for construction of the county project listed below. Proposals will be opened and read publicly in the Commissioner Conference Room by the County Engineer or his representative at the Pine County Courthouse in Pine City, MN at 10:00 a.m.

Minimum wage rates to be paid by the Contractors have been predetermined and are subject to the Work Hours Act of 1962, P.L. 87-581 and implementing regulations.

Contract #1408

CP 058-014-002	3 rd Avenue SE
CP 058-014-004	5 th Street SE
SAP 058-607-022	CSAH 7 and Hillside Avenue Traffic Signal Improvement
SAP 058-608-017	CSAH 8, From CSAH 61 to 2 nd Street SE
SAP 058-661-023	CSAH 61 and CSAH 7 Traffic Signal Improvement

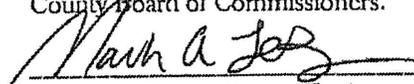
Major quantities of work: 1,043 LF Sanitary Sewer; 1,240 LF Watermain; 3,385 CY Common Excavation; 2,650 CY Class 5 Aggregate Base; 1,113 Ton SP 12.5 Wearing Course Mixture; 742 Ton SP 12.5 Non-Wearing Course Mixture; 2,087 ft Concrete C & G B618; 15,895 SF Concrete Sidewalk.

Plans are available on EGram.

For a user ID contact Sherri at (320) 216-4200 or sherri.anderson@co.pine.mn.us

Hard copies of plans and specifications may be examined and secured for \$100 at the Pine County Public Works Department, 405 Airport Road NE, Pine City MN 55063.

Bids must be accompanied by a Corporate Surety Bond in an amount not less than 5 percent of the total bid price. The County Board of Pine County reserves the right to reject any or all bids and to waive any informalities. By order of the Pine County Board of Commissioners.


Mark A. LeBrun, County Engineer
Pine County, Minnesota

PUBLISH: June 12, 19, & 26
Pine City Pioneer & EAdvert

Invoice directly to Pine County Public Works Department 405 Airport Road NE, Pine City MN 55063. Send Affidavit of publication.

BIDDING REQUIREMENTS AND COVENANTS

1301 CONSIDERATION OF PROPOSALS

After opening Proposals, the Department will compare the Proposals based on the correct summation of the products of the scheduled quantities and unit bid prices. If the lowest responsible Bidder has submitted prices on more than one alternate item, the Department reserves the right to determine which alternate to accept. If the extended bid item price, obtained by multiplying the unit bid price by the bid item quantity, is incorrectly calculated, the Department will use the unit bid price to recalculate the extended bid item price.

The Department will not consider Proposals that do not include a Proposal Guaranty in accordance with 1208, "Proposal Guaranty."

The Department reserves the right to:

- (1) Reject any or all Proposals,
- (2) Waive defects and technicalities in a Proposal, or
- (3) Advertise for new Proposals.

1302 AWARD OF CONTRACT

Within 30 calendar days after opening Proposals, the Department will Award the Contract to the lowest responsible Bidder provided that the lowest responsible Bidder complies with the Proposal requirements. The Department may also decide not to make a Contract Award. The Department will notify the lowest responsible Bidder electronically, in writing, or by other means that the Department has accepted the Proposal subject to execution and approval of the Contract as required by law.

The Department and the lowest responsible Bidder may mutually agree to extend the time within which the Department makes the Award.

1303 CANCELLATION OF AWARD

Before Contract execution, the Department reserves the right to cancel the Award of the Contract without liability.

1304 RETURN OF PROPOSAL GUARANTY

After opening and auditing the Proposals, the Department will immediately return Proposal Guaranties to all Bidders, except for the two lowest Bidders. The Department will retain the Proposal Guaranties of the two lowest Bidders until execution and approval of the Contract as required by law. After execution and approval of the Contract, the Department will return the Proposal Guaranties of the two lowest Bidders, except in the case of forfeiture as specified in 1307, "Failure to Execute Contract." The Department will only return Proposal Guaranties that the Bidders submit as checks (certified or cashier's).

1305 REQUIREMENT OF CONTRACT BOND

The lowest responsible Bidder shall submit with the signed Contract a Payment Bond and a Performance Bond each equal to the Contract Amount as required by MN Statute § 574.26. The Department will review the Surety and form of the Contract Bonds and provide approval if acceptable.

1306 EXECUTION AND APPROVAL OF CONTRACT

The lowest responsible Bidder shall sign and return three copies of the Contract to the Department with the required payment and performance bonds within 10 business days after the date of Award.

PCPW
Contract Bid Abstract

Contract No.: 1403

Project No.: CP 058-014-002, CP 058-014-004, SAP 058-607-022, SAP 058-608-017, SAP 058-661-023

Bid Opening: 07/07/2014 10:00 AM

Project: CP 058-014-002 - 3rd Avenue SE					Engineers Estimate		A-1 Excavating		J.R.Ferche, Inc.	
Item No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	2021.501 MOBILIZATION	LUMP SUM	0.24	\$79,588.81	\$19,101.31	\$50,500.00	\$12,120.00	\$38,000.00	\$9,120.00	
2	2031.501 FIELD OFFICE TYPE D	EACH	0.24	\$25,000.00	\$6,000.00	\$6,000.00	\$1,440.00	\$6,000.00	\$1,440.00	
3	2104.501 REMOVE WATER MAIN	LIN FT	1179	\$3.50	\$4,126.50	\$2.00	\$2,358.00	\$10.00	\$11,790.00	
4	2104.501 REMOVE UNDERGROUND WIRE	LIN FT	700	\$1.00	\$700.00	\$1.25	\$875.00	\$2.00	\$1,400.00	
5	2104.505 REMOVE CONCRETE WALK	SQ YD	700	\$5.84	\$4,088.00	\$4.25	\$2,975.00	\$8.00	\$5,600.00	
6	2104.509 REMOVE MANHOLE OR CATCH BASIN	EACH	3	\$351.00	\$1,053.00	\$400.00	\$1,200.00	\$1,000.00	\$3,000.00	
7	2104.509 REMOVE GATE VALVE & BOX	EACH	6	\$145.00	\$870.00	\$200.00	\$1,200.00	\$500.00	\$3,000.00	
8	2104.509 REMOVE HYDRANT	EACH	2	\$291.00	\$582.00	\$200.00	\$400.00	\$500.00	\$1,000.00	
9	2104.509 REMOVE HANDHOLE	EACH	1	\$400.00	\$400.00	\$400.00	\$400.00	\$500.00	\$500.00	
10	2104.523 SALVAGE LIGHTING UNIT	EACH	7	\$300.00	\$2,100.00	\$300.00	\$2,100.00	\$400.00	\$2,800.00	
11	2104.602 SALVAGE BOLLARD	EACH	5	\$250.00	\$1,250.00	\$200.00	\$1,000.00	\$150.00	\$750.00	
12	2503.511 6" PVC PIPE SEWER	LIN FT	500	\$54.40	\$27,200.00	\$25.00	\$12,500.00	\$42.00	\$21,000.00	
13	2503.511 8" PVC PIPE SEWER	LIN FT	483	\$62.70	\$30,284.10	\$41.00	\$19,803.00	\$55.00	\$26,565.00	
14	2503.511 10" PVC PIPE SEWER	LIN FT	60	\$207.00	\$12,420.00	\$90.00	\$5,400.00	\$85.00	\$5,100.00	
15	2503.602 CONNECT TO EXISTING SANITARY SEWER	EACH	6	\$624.00	\$3,744.00	\$1,300.00	\$7,800.00	\$2,500.00	\$15,000.00	
16	2503.602 8"X6" PVC WYE	EACH	15	\$284.00	\$4,260.00	\$275.00	\$4,125.00	\$500.00	\$7,500.00	
17	2504.601 TEMPORARY WATER SERVICE	LUMP SUM	1	\$20,000.00	\$20,000.00	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	
18	2504.602 CONNECT TO EXISTING WATER MAIN	EACH	6	\$891.00	\$5,346.00	\$1,500.00	\$9,000.00	\$1,500.00	\$9,000.00	
19	2504.602 HYDRANT	EACH	1	\$4,720.00	\$4,720.00	\$3,550.00	\$3,550.00	\$4,200.00	\$4,200.00	
20	2504.602 1" CORPORATION STOP	EACH	16	\$360.00	\$5,760.00	\$215.00	\$3,440.00	\$350.00	\$5,600.00	
21	2504.602 6" GATE VALVE AND BOX	EACH	4	\$1,820.00	\$7,280.00	\$1,350.00	\$5,400.00	\$1,800.00	\$7,200.00	
22	2504.602 8" GATE VALVE AND BOX	EACH	5	\$2,810.00	\$14,050.00	\$1,900.00	\$9,500.00	\$2,200.00	\$11,000.00	
23	2504.602 10" GATE VALVE AND BOX	EACH	2	\$4,070.00	\$8,140.00	\$2,650.00	\$5,300.00	\$3,000.00	\$6,000.00	
24	2504.602 1" CURB STOP & BOX	EACH	16	\$596.00	\$9,536.00	\$290.00	\$4,640.00	\$350.00	\$5,600.00	
25	2504.603 1" WATER SERVICE PIPE	LIN FT	528	\$41.00	\$21,648.00	\$25.00	\$13,200.00	\$20.00	\$10,560.00	

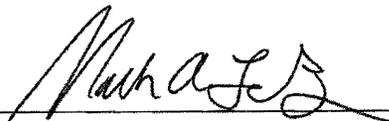
Project: CP 058-014-002 - 3rd Avenue SE			Engineers Estimate				A-1 Excavating		J.R.Ferche, Inc.	
Item No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
26	2504.603	8" WATERMAIN DUCTILE IRON CL 52	LIN FT	75	\$100.00	\$7,500.00	\$75.00	\$5,625.00	\$50.00	\$3,750.00
27	2504.603	6" PVC WATERMAIN	LIN FT	150	\$35.70	\$5,355.00	\$41.00	\$6,150.00	\$44.00	\$6,600.00
28	2504.603	8" PVC WATERMAIN	LIN FT	950	\$41.30	\$39,235.00	\$37.00	\$35,150.00	\$46.00	\$43,700.00
29	2504.603	10" PVC WATERMAIN	LIN FT	65	\$71.40	\$4,641.00	\$64.00	\$4,160.00	\$59.00	\$3,835.00
30	2504.603	24" STEEL CASING PIPE (JACKED)	LIN FT	60	\$400.00	\$24,000.00	\$465.00	\$27,900.00	\$400.00	\$24,000.00
31	2504.608	DUCTILE IRON FITTINGS	POUND	865	\$10.50	\$9,082.50	\$12.50	\$10,812.50	\$5.20	\$4,498.00
32	2506.516	CASTING ASSEMBLY	EACH	5	\$1,110.00	\$5,550.00	\$650.00	\$3,250.00	\$750.00	\$3,750.00
33	2506.603	CONSTRUCT DRAINAGE STRUCTURE DES SPEC	L F	45.09	\$293.00	\$13,211.37	\$250.00	\$11,272.50	\$250.00	\$11,272.50
34	2545.511	LIGHTING UNIT TYPE SPECIAL	EACH	10	\$4,450.00	\$44,500.00	\$4,500.00	\$45,000.00	\$4,700.00	\$47,000.00
35	2545.515	LIGHT BASE DESIGN E MODIFIED	EACH	10	\$805.00	\$8,050.00	\$850.00	\$8,500.00	\$1,000.00	\$10,000.00
36	2545.521	2.0" RIGID STEEL CONDUIT (DIRECTIONAL BORE)	LIN FT	50	\$17.00	\$850.00	\$20.00	\$1,000.00	\$20.00	\$1,000.00
44	2545.521	4.0" RIGID STEEL COND (DIRECTIONAL BORE)	L F	50	\$25.00	\$1,250.00	\$30.00	\$1,500.00	\$30.00	\$1,500.00
37	2545.523	2" NON-METALLIC CONDUIT	LIN FT	3775	\$11.50	\$43,412.50	\$11.75	\$44,356.25	\$12.00	\$45,300.00
38	2545.531	UNDERGROUND WIRE 1 COND NO 6	LIN FT	10400	\$1.10	\$11,440.00	\$1.15	\$11,960.00	\$1.20	\$12,480.00
39	2545.531	UNDERGROUND WIRE 1 COND NO 12	LIN FT	3675	\$2.00	\$7,350.00	\$2.10	\$7,717.50	\$2.25	\$8,268.75
40	2545.553	HANDHOLE	EACH	13	\$475.00	\$6,175.00	\$500.00	\$6,500.00	\$500.00	\$6,500.00
41	2545.602	INSTALL LIGHTING UNIT	EACH	1	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$2,000.00	\$2,000.00
42	2550.602	INSTALL BOLLARD	EACH	5	\$500.00	\$2,500.00	\$300.00	\$1,500.00	\$200.00	\$1,000.00
43	2563.601	TRAFFIC CONTROL	LUMP SUM	0.24	\$30,000.00	\$7,200.00	\$5,000.00	\$1,200.00	\$15,000.00	\$3,600.00
Totals for Project CP 058-014-002						\$456,961.28		\$370,479.75		\$424,779.25
% of Estimate for Project CP 058-014-002								-18.93%		-7.04%

Project: CP 058-014-004 - 5th Street SE			Engineers Estimate				A-1 Excavating		J.R.Ferche, Inc.	
Item No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	2021.501	MOBILIZATION	LUMP SUM	0.03	\$79,588.81	\$2,387.66	\$50,500.00	\$1,515.00	\$38,000.00	\$1,140.00
2	2031.501	FIELD OFFICE TYPE D	EACH	0.03	\$25,000.00	\$750.00	\$6,000.00	\$180.00	\$6,000.00	\$180.00
3	2104.501	REMOVE CONCRETE CURB	LIN FT	300	\$5.09	\$1,527.00	\$2.00	\$600.00	\$3.10	\$930.00
4	2104.505	REMOVE CONCRETE WALK	SQ YD	300	\$5.84	\$1,752.00	\$4.25	\$1,275.00	\$8.00	\$2,400.00
5	2104.505	REMOVE BITUMINOUS PAVEMENT	SQ YD	70	\$9.80	\$672.00	\$5.00	\$350.00	\$5.00	\$350.00
6	2104.511	SAWING CONCRETE PAVEMENT (FULL DEPTH)	LIN FT	10	\$10.00	\$100.00	\$5.00	\$50.00	\$10.00	\$100.00
7	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	305	\$4.00	\$1,220.00	\$2.50	\$762.50	\$6.00	\$1,830.00
8	2104.602	REPAIR CURB BOX	EACH	7	\$475.00	\$3,325.00	\$450.00	\$3,150.00	\$1,000.00	\$7,000.00
9	2231.501	BITUMINOUS PATCHING MIXTURE	TON	38.5	\$700.00	\$26,950.00	\$144.00	\$5,544.00	\$150.00	\$5,775.00
10	2521.501	4" CONCRETE WALK	SQ FT	2700	\$5.75	\$15,525.00	\$4.00	\$10,800.00	\$6.00	\$16,200.00
11	2531.502	CONCRETE CURB DESIGN V6	LIN FT	300	\$20.00	\$6,000.00	\$20.00	\$6,000.00	\$25.00	\$7,500.00
12	2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	\$30,000.00	\$900.00	\$5,000.00	\$150.00	\$15,000.00	\$450.00
Totals for Project CP 058-014-004						\$61,108.66		\$30,376.50		\$43,855.00
% of Estimate for Project CP 058-014-004								-50.29%		-28.23%

Project: SAP 058-607-022 - CSAH 7 and Hillside Avenue Traffic Signal Improvement				Engineers Estimate		A-1 Excavating		J.R.Ferche, Inc.		
Item No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	2021.501	MOBILIZATION	LUMP SUM	0.03	\$79,588.81	\$2,387.66	\$50,500.00	\$1,515.00	\$38,000.00	\$1,140.00
2	2031.501	FIELD OFFICE TYPE D	EACH	0.03	\$25,000.00	\$750.00	\$6,000.00	\$180.00	\$6,000.00	\$180.00
3	2563.601	TRAFFIC CONTROL	LUMP SUM	0.03	\$30,000.00	\$900.00	\$5,000.00	\$150.00	\$15,000.00	\$450.00
4	2565.601	EMERGENCY VEHICLE PREEMPTION SYSTEM C	LUMP SUM	1	\$14,000.00	\$14,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00
5	2565.616	REVISE SIGNAL SYSTEM C	SYSTEM	1	\$30,000.00	\$30,000.00	\$22,000.00	\$22,000.00	\$22,500.00	\$22,500.00
Totals for Project SAP 058-607-022						\$48,037.66		\$38,845.00		\$39,270.00
% of Estimate for Project SAP 058-607-022								-19.14%		-18.25%
Project: SAP 058-608-017 - CSAH 61 to 2nd ST SE & 8th Ave SE to 3rd Ave SE				Engineers Estimate		A-1 Excavating		J.R.Ferche, Inc.		
Item No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
1	2021.501	MOBILIZATION	LUMP SUM	0.61	\$79,588.81	\$48,549.17	\$50,500.00	\$30,805.00	\$38,000.00	\$23,180.00
2	2031.501	FIELD OFFICE TYPE D	EACH	0.61	\$25,000.00	\$15,250.00	\$6,000.00	\$3,660.00	\$6,000.00	\$3,660.00
3	2104.501	REMOVE SEWER PIPE (STORM)	LIN FT	725	\$10.50	\$7,612.50	\$10.00	\$7,250.00	\$15.00	\$10,875.00
4	2104.501	REMOVE CONCRETE CURB	LIN FT	1913	\$5.09	\$9,737.17	\$2.00	\$3,826.00	\$3.10	\$5,930.30
5	2104.505	REMOVE CONCRETE WALK	SQ YD	1420	\$5.84	\$8,292.80	\$4.25	\$6,035.00	\$8.00	\$11,360.00
6	2104.509	REMOVE CONCRETE STEPS	EACH	1	\$486.00	\$486.00	\$500.00	\$500.00	\$500.00	\$500.00
7	2104.509	REMOVE MANHOLE OR CATCH BASIN	EACH	8	\$348.00	\$2,784.00	\$400.00	\$3,200.00	\$450.00	\$3,600.00
8	2104.509	REMOVE SIGN TYPE C	EACH	10	\$25.00	\$250.00	\$75.00	\$750.00	\$30.00	\$300.00
9	2104.513	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	LIN FT	327	\$4.00	\$1,308.00	\$2.50	\$817.50	\$6.00	\$1,962.00
10	2104.523	SALVAGE SIGN	EACH	5	\$25.00	\$125.00	\$75.00	\$375.00	\$30.00	\$150.00
11	2105.501	COMMON EXCAVATION (P)	CU YD	3385	\$18.48	\$62,554.80	\$9.00	\$30,465.00	\$18.50	\$62,622.50
12	2105.507	SUBGRADE EXCAVATION	CU YD	50	\$19.44	\$972.00	\$12.00	\$600.00	\$15.00	\$750.00
13	2105.607	EXCAVATION SPECIAL (A)	CU YD	115	\$85.82	\$9,869.30	\$135.00	\$15,525.00	\$120.00	\$13,800.00
14	2112.501	SUBGRADE PREPARATION (P)	ROAD STA	11	\$465.00	\$5,115.00	\$100.00	\$1,100.00	\$525.00	\$5,775.00
15	2123.610	STREET SWEEPER (WITH PICKUP BROOM)	HOUR	15	\$175.00	\$2,625.00	\$130.00	\$1,950.00	\$135.00	\$2,025.00
16	2130.501	WATER	MGAL	15	\$35.00	\$525.00	\$40.00	\$600.00	\$50.00	\$750.00
17	2211.503	AGGREGATE BASE (CV) CLASS 5 (P)	CU YD	2650	\$37.54	\$99,481.00	\$20.50	\$54,325.00	\$30.00	\$79,500.00
18	2215.501	FULL DEPTH RECLAMATION (P)	S Y	6171	\$3.60	\$22,215.60	\$0.70	\$4,319.70	\$5.20	\$32,089.20
19	2357.502	BITUMINOUS MATERIAL FOR TACK COAT	GALLONS	471	\$2.50	\$1,177.50	\$3.50	\$1,648.50	\$3.00	\$1,413.00
20	2360.501	TYPE SP 12.5 WEARING COURSE MIXTURE (2,B)	TON	874	\$69.00	\$60,306.00	\$78.00	\$68,172.00	\$72.00	\$62,928.00
21	2360.502	TYPE SP 12.5 NON WEAR COURSE MIX (2,B)	TON	874	\$69.00	\$60,306.00	\$75.50	\$65,987.00	\$72.00	\$62,928.00
22	2411.607	CONCRETE STEPS	CU YD	2	\$550.00	\$1,100.00	\$700.00	\$1,400.00	\$1,200.00	\$2,400.00
23	2503.511	12" RC PIPE SEWER CLASS V	LIN FT	327	\$37.50	\$12,262.50	\$41.00	\$13,407.00	\$44.00	\$14,388.00
24	2503.511	15" RC PIPE SEWER CLASS V	LIN FT	555	\$39.00	\$21,645.00	\$36.00	\$19,980.00	\$52.00	\$28,860.00
25	2503.511	18" RC PIPE SEWER CLASS V	LIN FT	61	\$41.70	\$2,543.70	\$50.00	\$3,050.00	\$70.00	\$4,270.00
26	2503.602	CONNECT TO EXISTING STORM SEWER	EACH	2	\$704.00	\$1,408.00	\$1,000.00	\$2,000.00	\$1,500.00	\$3,000.00
27	2504.602	ADJUST HYDRANT	EACH	2	\$827.00	\$1,654.00	\$850.00	\$1,700.00	\$2,000.00	\$4,000.00
28	2504.602	ADJUST VALVE BOX	EACH	7	\$352.00	\$2,464.00	\$110.00	\$770.00	\$300.00	\$2,100.00

Project: SAP 058-608-017 - CSAH 61 to 2nd ST SE & 8th Ave SE to 3rd Ave SE					Engineers Estimate		A-1 Excavating		J.R.Ferche, Inc.	
Item No.	Item		Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
29	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN SPECIAL	LIN FT	39	\$277.00	\$10,803.00	\$225.00	\$8,775.00	\$350.00	\$13,650.00
30	2506.501	CONSTRUCT DRAINAGE STRUCTURE DESIGN 48-4020	LIN FT	99	\$328.00	\$32,472.00	\$255.00	\$25,245.00	\$350.00	\$34,650.00
31	2506.516	CASTING ASSEMBLY	EACH	17	\$562.00	\$9,554.00	\$510.00	\$8,670.00	\$750.00	\$12,750.00
32	2506.516	CASTING ASSEMBLY-STORM	EACH	2	\$1,110.00	\$2,220.00	\$410.00	\$820.00	\$750.00	\$1,500.00
33	2506.522	ADJUST FRAME & RING CASTING	EACH	1	\$706.00	\$706.00	\$350.00	\$350.00	\$500.00	\$500.00
34	2514.501	CONCRETE SLOPE PAVING	SQ YD	18	\$54.00	\$972.00	\$50.00	\$900.00	\$120.00	\$2,160.00
35	2521.501	4" CONCRETE WALK	SQ FT	13195	\$5.75	\$75,871.25	\$3.50	\$46,182.50	\$5.00	\$65,975.00
36	2531.501	CONCRETE CURB & GUTTER DESIGN B618	LIN FT	2087	\$11.00	\$22,957.00	\$12.00	\$25,044.00	\$15.00	\$31,305.00
37	2531.507	8" CONCRETE DRIVEWAY PAVEMENT	SQ YD	151	\$57.00	\$8,607.00	\$46.00	\$6,946.00	\$60.00	\$9,060.00
38	2531.618	TRUNCATED DOMES	SQ FT	336	\$31.00	\$10,416.00	\$37.00	\$12,432.00	\$45.00	\$15,120.00
39	2540.602	BOLLARD	EACH	2	\$750.00	\$1,500.00	\$400.00	\$800.00	\$500.00	\$1,000.00
40	2563.601	TRAFFIC CONTROL	LUMP SUM	0.61	\$30,000.00	\$18,300.00	\$5,000.00	\$3,050.00	\$15,000.00	\$9,150.00
41	2564.531	SIGN PANELS TYPE C	SQ FT	92	\$30.50	\$2,806.00	\$35.00	\$3,220.00	\$33.00	\$3,036.00
42	2564.602	INSTALL SIGN	EACH	5	\$100.00	\$500.00	\$200.00	\$1,000.00	\$135.00	\$675.00
43	2564.618	CROSSWALK MARKING-EPOXY	SQ FT	756	\$9.45	\$7,144.20	\$5.50	\$4,158.00	\$8.00	\$6,048.00
44	2565.601	EMERGENCY VEHICLE PREEMPTION SYSTEM A	LUMP SUM	1	\$15,000.00	\$15,000.00	\$23,550.00	\$23,550.00	\$25,000.00	\$25,000.00
45	2565.616	REVISE SIGNAL SYSTEM A	SYSTEM	1	\$220,000.00	\$220,000.00	\$171,500.00	\$171,500.00	\$185,000.00	\$185,000.00
46	2571.502	DECIDUOUS TREE 2.5" CAL CONT	TREE	1	\$995.00	\$995.00	\$1,100.00	\$1,100.00	\$800.00	\$800.00
47	2573.502	SILT FENCE, TYPE MACHINE SLICED	LIN FT	500	\$5.00	\$2,500.00	\$6.75	\$3,375.00	\$2.00	\$1,000.00
48	2573.530	STORM DRAIN INLET PROTECTION	EACH	20	\$350.00	\$7,000.00	\$100.00	\$2,000.00	\$200.00	\$4,000.00
49	2573.535	STABILIZED CONSTRUCTION EXIT	LS	1	\$2,500.00	\$2,500.00	\$550.00	\$550.00	\$1,500.00	\$1,500.00
50	2574.508	FERTILIZER TYPE 2	LB	300	\$0.75	\$225.00	\$3.50	\$1,050.00	\$3.50	\$1,050.00
51	2574.525	BOULEVARD TOPSOIL BORROW	C Y	100	\$55.76	\$5,576.00	\$30.00	\$3,000.00	\$30.00	\$3,000.00
52	2575.501	SEEDING	ACRE	2	\$995.00	\$1,990.00	\$6,700.00	\$13,400.00	\$5,200.00	\$10,400.00
53	2575.502	SEED MIXTURE 25-131	LB	270	\$3.50	\$945.00	\$10.00	\$2,700.00	\$7.50	\$2,025.00
54	2575.562	HYDRAULIC MATRIX TYPE MULCH	LB	2940	\$10.00	\$29,400.00	\$2.50	\$7,350.00	\$2.35	\$6,909.00
55	2582.501	PAVT MSSG (RR XING) EPOXY	EACH	2	\$1,350.00	\$2,700.00	\$1,000.00	\$2,000.00	\$1,200.00	\$2,400.00
56	2582.501	PAVT MSSG (HANDICAPPED SYMBOL) EPOXY	EACH	1	\$570.00	\$570.00	\$900.00	\$900.00	\$300.00	\$300.00
57	2582.502	4" SOLID LINE WHITE-EPOXY	L F	20	\$5.35	\$107.00	\$25.00	\$500.00	\$10.00	\$200.00
58	2582.502	24" SOLID LINE, WHITE EPOXY	LIN FT	250	\$13.10	\$3,275.00	\$11.00	\$2,750.00	\$12.00	\$3,000.00
59	2582.502	4" SOLID LINE YELLOW-EPOXY	L F	250	\$2.25	\$562.50	\$4.00	\$1,000.00	\$2.00	\$500.00
Totals for Project SAP 058-608-017						\$960,792.99		\$728,535.20		\$898,779.00
% of Estimate for Project SAP 058-608-017								-24.17%		-6.45%
Project: SAP 058-661-023 - CSAH 61 and CSAH 7 Traffic Signal Improvement					Engineers Estimate		A-1 Excavating		J.R.Ferche, Inc.	
Item No.	Item		Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	2021.501	MOBILIZATION	LUMP SUM	0.09	\$79,588.81	\$7,162.99	\$50,500.00	\$4,545.00	\$38,000.00	\$3,420.00
2	2031.501	FIELD OFFICE TYPE D	EACH	0.09	\$25,000.00	\$2,250.00	\$6,000.00	\$540.00	\$6,000.00	\$540.00

Project: SAP 058-661-023 - CSAH 61 and CSAH 7 Traffic Signal Improvement					Engineers Estimate		A-1 Excavating		J.R.Ferche, Inc.	
Item No.	Item	Units	Quantity	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	
3	2563.601 TRAFFIC CONTROL	LUMP SUM	0.09	\$30,000.00	\$2,700.00	\$5,000.00	\$450.00	\$15,000.00	\$1,350.00	
4	2565.601 TRAFFIC CONTROL INTERCONNECTION B	LUMP SUM	1	\$15,000.00	\$15,000.00	\$9,500.00	\$9,500.00	\$9,000.00	\$9,000.00	
5	2565.616 REVISE SIGNAL SYSTEM B	SYSTEM	1	\$118,000.00	\$118,000.00	\$63,500.00	\$63,500.00	\$65,000.00	\$65,000.00	
Totals for Project SAP 058-661-023						\$145,112.99		\$78,535.00	\$79,310.00	
% of Estimate for Project SAP 058-661-023								-45.88%	-45.35%	
Totals for Contract 1403						\$1,672,013.58		\$1,246,771.45	\$1,485,993.25	
% of Estimate for Contract 1403								-25.43%	-11.13%	

Certified:  License # 40478

Date: 7-7-14



AGENDA REQUEST FORM

Date of Meeting: July 15, 2014

- County Board**
 - Consent Agenda
 - Regular Agenda
- 5 mins. 10 mins. 15 mins. Other
- Personnel Committee**
- Other** _____

Agenda Item: Award bid for Contract #1404

Department: Pine County Public Works

Mark A. LeB
Department Head signature

Background information on Item:

Contract #1404
SAP 058-605-007 Located on CSAH 5; Between CSAH 1 and Kanabec County Line

Action Requested:

Award to lowest bidder based on recommendation of County Engineer after opening of bids on Monday, July 14th @10:00 a.m.

Financial Impact:



AGENDA REQUEST FORM

Date of Meeting: July 15, 2014

- County Board**
 - Consent Agenda
 - Regular Agenda 5 mins. ___ 10 mins. ___ 15 mins. ___ Other ___
- Personnel Committee**
- Other** _____

Agenda Item: Rasmusson v. Pine County

Department: Administrator

Department Head signature

Background information on Item:

On May 28, 2014 Pine County participated in mediation on this case in federal court. Pine County was represented by Margaret Skelton, Stephanie Selisker (MCIT) and David Minke. During that mediation, the parties reached agreement on the terms of a settlement contingent upon approval by the MCIT and the Pine and Chisago County Boards. MCIT and the Chisago County Board of Commissioners have approved the settlement.

The settlement is presented for your consideration. Terms of the settlement are:

1. \$29,000
2. All employees in the Sheriff's Department, who have access to the DVS system, or its equivalent, will receive mandatory training in 2014 regarding proper use of the system. Thereafter, all initial hires in the Sheriff's Department that have access to the DVS system, or its equivalent, will receive mandatory training. All employees in the Sheriff's Department with access to the DVS system will receive refresher training every five years. The mandatory training may be provided by other entities, such as the State of Minnesota, PATROL or others.
3. Plaintiff's release of all claims against Pine County, Chisago County, their present and former employees etc., including all named individuals.
4. Plaintiff's waiver of the right to appeal to the 8th Circuit dismissed defendants and/or dismissed claims (related to Pine or Chisago Counties or their present or former employees).

Action Requested:

Consider approval of Settlement Agreement and authorize Board Chair and County Administrator to sign.

Financial Impact:

\$29,000

Margaret A. Skelton
Direct Phone: (612) 225-6830
Direct Fax: (612) 225-6856
mas@ratwiklaw.com



July 3, 2014

VIA E-MAIL & U.S. MAIL

Mr. David Minke
County Administrator
Pine County
Pine County Courthouse
635 Northridge Drive NW, Suite 200
Pine City, MN 55063-1694

RE: *Rasmusson v. City of Bloomington, et al. (Pine County)*
Our File No. 1070-0896

Dear Mr. Minke:

Please find enclosed the executed Settlement Agreement in the above-entitled matter. Please have the agreement signed and return via mail or e-mail. As always, please do not hesitate to contact me with any questions or concerns.

Best regards,

A handwritten signature in black ink, appearing to read 'Margaret A. Skelton', is written over a light blue horizontal line.

Margaret A. Skelton

730 Second Avenue South, Suite 300, Minneapolis, MN 55402 • p (612) 339-0060 • f (612) 339-0038 • www.ratwiklaw.com

Patricia A. Maloney*
Terrence J. Foy*
Ann R. Goering
Nancy E. Blumstein*
Joseph J. Langel*

Margaret A. Skelton
Jennifer K. Earley
Eric J. Quiring
Erin E. Benson

Christian R. Shafer
Timothy A. Sullivan
Nathan B. Shepherd
Ashley R. Geisendorfer

* Also admitted in WI
Paul C. Ratwik (Retired)
John M. Roszak (1944 – 2011)

**SETTLEMENT AGREEMENT
AND RELEASE OF ALL CLAIMS**

This Settlement Agreement and Release of All Claims (“Agreement”) is hereby entered into by and between Defendants Chisago County, Pine County and Plaintiff Anne Marie Rasmusson (hereinafter referred to as “Plaintiff”).

WHEREAS, “County Defendants” shall include Defendants Chisago County, Pine County, Blake Fjosne, Jay Belisle, Rebecca Lawrence, and Dan Vosika;

WHEREAS, Plaintiff commenced legal action against the County Defendants alleging violations of the law;

WHEREAS, at all times during the litigation, the County Defendants have denied any violation of the law and continue to deny any such violation; and

WHEREAS, the purpose of this Agreement is to resolve the pending litigation entitled *Anne Marie Rasmusson v. Pine County, et al.*, Court File No. 12-CV-632 (SRN/JSM); and

NOW, THEREFORE, IN CONSIDERATION of the foregoing, the payment of monetary sums, the mutual promises and covenants contained in this Agreement, including the relinquishment of certain legal rights, and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties hereby agree as follows:

1. **Compensation.** In consideration of paragraphs 4 and 6, Pine and Chisago Counties through the Minnesota Counties Intergovernmental Trust (MCIT) shall pay Plaintiff a total of twenty-nine thousand dollars and zero cents (\$29,000.00), with a check payable to Anne Marie Rasmusson and the Sapiientia Law Group.
2. **Training.** In consideration of paragraphs 4 and 6, all employees in the Chisago County and Pine County Sheriff’s Departments who have access to the DVS system, or its equivalent, will receive mandatory training in 2014 regarding proper use of the system. Hereinafter, all initial hires in the Chisago County and Pine County Sheriff’s Departments who have access to the DVS system, or its equivalent, will receive mandatory training. Thereafter, all employees in the Chisago County and Pine County Sheriff’s Department who have access to the DVS system will receive refresher training every five years. The mandatory training may be provided by other entities, such as the State of Minnesota, PATROL, or others.

3. **Tax Consequences.** Plaintiff agrees that she is solely responsible for and legally bound to make payment of the taxes, if any, which are determined to be owed (including any penalties and interest related thereto) by any taxing authority on the payment. Plaintiff understands that neither the County Defendants nor the County Defendants' insurer making this payment have made any representations regarding the tax treatment of the monies paid pursuant to this Agreement and that Plaintiff is solely responsible for determining the tax consequences of such payment and for paying taxes, if any, that may be owed with respect to such payment.
4. **Release of All Claims.** Plaintiff hereby fully and forever releases and discharges Defendants Chisago County, Pine County, Blake Fjosne, Jay Belisle, Rebecca Lawrence, and Dan Vosika, and all of Chisago County and Pine County's current and former Board members, officers, employees, volunteers, heirs, executors, administrators, attorneys, agents, assigns, and insurers from any and all actions, cause of actions, liability, claims, and demands whatsoever, whether asserted or unasserted, that now exist or may hereafter exist, as a consequence of or by reason of any damage, loss or injury, which has been sustained by Plaintiff up to the date of this Agreement. Plaintiff understands that by signing this document, she is specifically waiving and releasing any claims she may have against Chisago County and Pine County and their employees, including but not limited to Blake Fjosne, Jay Belisle, Rebecca Lawrence, and Dan Vosika, under federal, state, or common law, including but not limited to, claims of violation of the federal Driver's Privacy Protection Act ("DPPA"), 18 U.S.C. 2721, *et seq.*, 42 U.S.C. §§ 1983 and 1988, the Fourth Amendment of the United States Constitution, the Minnesota Government Data Practices Act, and Minnesota common law invasion of privacy, arising prior to or concurrent with the execution of this Release.
5. **Waiver of Right to Appeal.** Plaintiff hereby knowingly, voluntarily, and irrevocably waives any right she may have to appeal to the Eighth Circuit Court of Appeals the dismissal of claims against County Defendants, the dismissal of certain County Defendants or otherwise challenge in any manner the Court's January 10, 2014 Order partially granting the County Defendants' motion to dismiss.
6. **Review and Consider.** Plaintiff has the right to review and consider this Agreement for a period of twenty-one (21) calendar days after receiving it. Plaintiff has consulted with legal counsel prior to signing this Agreement. If Plaintiff signs this Agreement before twenty-one (21) days have elapsed from the date on which she first received a copy of the Agreement to review, Plaintiff will be voluntarily waiving the right to the twenty-one (21) day review period.

7. **Dismissal.** After execution of this Agreement by all Parties, Plaintiff shall file a Stipulation of Dismissal with prejudice for all claims against the County Defendants.
8. **Doubtful and Disputed Claim.** Payment to Plaintiff is for the compromise of a doubtful and disputed claim. The consideration provided is not to be construed as an admission of liability on the part of the County Defendants and the County Defendants specifically deny all claims and any liability. The County Defendants' insurer intends merely to avoid the further cost of litigation and resolve this dispute.
9. **Equal Drafting.** In the event any Party asserts a provision of this Agreement is ambiguous, this Agreement must be construed to have been drafted equally by the Parties.
10. **Attorneys' Fees.** Each Party will be responsible for its own attorneys' fees, costs, disbursements, and expenses associated with this Agreement.
11. **Knowledge of Rights.** Plaintiff has had the opportunity to consult with her legal counsel regarding this Agreement and hereby individually states that she has a full and complete understanding of her legal rights, her options, and the terms of this Agreement.
12. **Choice of Law and Forum.** This Agreement will be governed by the laws of the State of Minnesota regardless of the Plaintiff's domicile or residency. The Parties agree that the Minnesota state and federal courts will have exclusive jurisdiction over any dispute arising out of this Agreement.
13. **Severability.** The provisions of this Agreement shall be severable, and if any provision hereof or the application of any such provision under any circumstance is held invalid, it shall not affect any other provision of this Agreement or the application of any provision hereof.
14. **Separate Counter-Parts.** This agreement may be executed in separate counter-parts, each of which shall be treated as an original and the sum of which will be treated as the Settlement Agreement and Release.
15. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties relating to the subject matter described herein. The terms of this Agreement are contractual and are intended to be legally binding. This Agreement supersedes any and all prior agreements between the parties relating to the subject matter described herein. No Party has relied upon any statements, representations,

or promises that are not set forth in this Agreement. No changes to this Agreement will be valid or enforceable unless they are in writing and signed by all of the Parties.

By signing below, each Party acknowledges that it has read this Agreement, that it has had an opportunity to review this Agreement with legal counsel, and that it understands and agrees to be legally bound by this Agreement.

PLAINTIFF

Anne Marie Rasmussen

Anne Marie Rasmussen

Date: 06-20-14

DEFENDANTS

CHISAGO COUNTY

By Its:

Date: _____

By Its:

Date: _____

PINE COUNTY

By Its:

Date: _____

By Its:

Date: _____